

MAYOR:
John Labriola

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Joseph Wilson



MAYOR PRO TEMPORE:
Michael Heidingsfelder

COUNCIL MEMBERS:
Bradley D. Belt
Russell A. Berner
Madeleine Kaye

TOWN COUNCIL
Municipal Center Council Chambers
March 5, 2024, 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 December 5, 2023 [Tab 1]
 - B. Minutes of the Special Call Town Council Meeting of January 3, 2024 [Tab 2]
 - C. Minutes of the Town Council Meeting of January 10, 2024 [Tab 3]
 - D. Minutes of the Special Call Town Council Meeting of January 24, 2024 [Tab 4]
 - E. Minutes of the Special Call Town Council Hearing of February 6, 2024 [Tab 5]
 - F. Minutes of the Town Council Meeting of February 6, 2024 [Tab 6]
 - G. Minutes of the Special Call Town Council Meeting of February 7, 2024 [Tab 7]
 - H. Minutes of the Special Call Town Council Meeting of February 21, 2024 [Tab 8]
 - I. Minutes of the Special Call Town Council Meeting of February 26, 2024 [Tab 9]
- V. Updates:
 - A. Mayor
 - B. Council Members
 - C. Administrator
- VI. Citizens' Comments (Agenda Items Only):
- VII. Proclamations:
 - A. Proclamation Recognizing March 24-30, 2024 as "Shorebird Week" [Tab 10]
- VIII. Old Business:
 - A. To Consider Approval of **Ordinance 2024-01** - An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning Ordinance to Establish Tree Preservation and Landscaping Standards – **Second and Final Reading** [Tab 11]
- IX. New Business:
 - A. To Consider Approval of **Resolution 2024-01** - Landscape and Tree Preservation Board Charter [Tab 12]
 - B. To Consider Approval of **Resolution 2024-02** – Planning Fee Schedule (Tree Preservation) [Tab 13]
 - C. To Consider Approval of **Ordinance 2024-05** – Board of Zoning Appeals and Planning Commission Term Limits – **Public Hearing & First Reading** [Tab 14]
 - D. To Consider Approval of the Planning Commission Appointment [Tab 15]
 - E. To Consider Approval of the from Coastal Science and Engineering for Beach Monitoring [Tab 16]

- F. To Consider Approval of the Compensation and Benefits Study by Evergreen [Tab 17]
- G. To Consider Approval of the Solid Waste Fees [Tab 18]
- H. To Consider Approval of the Proposal from Truluck Construction for Beachwalker Drive /
Kiawah Island Parkway Construction [Tab 19]
- I. To Consider Approval of the Proposal from EAS Professionals for Beachwalker Drive/Kiawah
Island Parkway Consulting, Engineering, and Inspection Services [Tab 20]
- J. To Consider Approval of the Public Safety Committee Appointments [Tab 21]
- K. Review of Proposed Changes to the Current Flood Ordinance [Tab 22]
- L. Discussion of the Zoning Code Update RFP (Request for Proposals) [Tab 23]

X. Executive Session:

- A. Executive Session Pursuant to South Carolina Code Section 30-4-70(a)(2) to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam's Spit.

XI. New Business:

- A. Town Council may Consider the Approval of an Action on the 2013 Amended and Restated Development Agreement and Captain Sam's Spit.

XII. Council Member Comments:

XIII. Citizens' Comments:

XIV. Adjournment:



TAB 1

TOWN COUNCIL

Agenda Item

TOWN COUNCIL
Municipal Center Council Chambers
December 5, 2023, 1:00 pm

Minutes

- I. **Call to Order:** *Mayor Labriola called the meeting to order at 1:00 pm.*
- II. **Pledge of Allegiance**
- III. **Roll Call:**

Present at the Meeting: John D. Labriola, *Mayor*
Michael Heidingsfelder, *Mayor Pro Tem*
Russell Berner, *Council Member*
Brad Belt, *Council Member*

Also Present: Stephanie Tillerson, *Town Administrator*
Joe Wilson, *Town Attorney*
Dorota Szubert, *Finance Director*
Brian Gottschalk, *Public Works Manager*
Michael Nardelli, *Public Works Assistant*
Jim Jordan, *Wildlife Biologist*
Bruce Spicher, *Building Official*

- IV. **Approval of Minutes:**
 - A. Minutes of the Special Call Town Council Meeting of October 24, 2023. ***Council Member Berner made a motion to approve the October 24, 2023, Special Call Town Council Meeting Minutes. Mayor Pro Tem Heidingsfelder seconded the motion. Following the corrections, the minutes were unanimously approved as amended.***
 - B. Minutes of the Town Council Meeting of November 7, 2023. ***Approval of the November 7th minutes was deferred to the next meeting.***
- V. **Updates:**
 - A. Mayor - None
 - B. Council Members

Mayor Pro Tem Heidingsfelder provided updates on the following:

1. With the expiration of the Development Agreement with the Partners, a couple of stipulations related to Captain Sam's Spit will need to be pursued. One paragraph seemed to be straightforward, and another he felt could be interpreted in different ways but was confident that would be sorted out by the attorneys. In the letter released earlier by PreserveKiawah, it appears that the Town has not acted on those paragraphs. He indicated that PreserveKiawah was advised that the statement was incorrect, pointing out that the KICA (Kiawah Island Community Association) and the Town have acted on both paragraphs.
2. The KICA/Town ARB (Architectural Review Board) Workgroup was nearing the completion of its work and encouraged the community to read the report being released today. He stated that the upcoming podcast will provide an explanation and next steps, followed by a community drop-in that is being scheduled.
3. He and Council Member Berner have been working hard to mitigate the traffic situation at the first gate. He noted that a Town CSO (Community Service Office) had been hired and would be guiding traffic at the Parkway and Beachwalker Drive intersection to help mitigate the traffic backup at the gate.

4. At the Retreat, in the discussion of traffic mitigation, Council Members seemed to favor selecting certain days when construction workers would not be allowed on the island. At their meeting, the KICA Board moved forward by adding several days, before and after holidays, when construction work will not be allowed on the island.
5. There have been many recent discussions with emergency agencies, and one of the key topics brought forward was finding a way to provide a full-time, 24/7, fully staffed ambulance onto the island. Currently, an ambulance is occasionally stationed at Station 6 when off-duty personnel is available to staff it, so the Town would like the island to have its own truck. He noted that they also attended the St. John's Fire District (STJFD) strategy session to emphasize the need for more firefighters to be trained as paramedics to help with emergency responses on the island.
6. There were two bomb threats on the island this year. In the February incident at the Kiawah Island Real Estate Office, he noted the STJFD arrived on site just over four minutes after the call came in, Beach Patrol arrived in seven minutes, and the deputies arrived in thirteen minutes. In the November incident at the Freshfields Harris Teeter, STJFD arrived within nine minutes, with deputies taking over twenty-two minutes to arrive. He hoped that providing this information to the community would inspire more conversation and debate on whether there is a need for the island to have its own police department. The Town has an RFP being revised for a consultant to help make that determination.
7. There have been discussions with various governmental agencies in the ongoing effort to get a No-wave zone on the Kiawah River between the Parkway Bridge and Captain Sam's inlet. Because the request does meet the very strict requirements, the Department of Natural Resources (DNR) helped with a compromise of providing official signs to remind boaters that they are responsible for their wake. The first of the signs have been installed at the bridge and Mingo Point.

Council Member Berner stated that along with Mayor Pro Tem Heidingsfelder, he wanted to emphasize his concern for the police force as well and that safety was a number one priority.

Council Member Berner reported that the installation of the first blinking crosswalk signs on the island was only a month or two away. The signs would be installed at the most dangerous intersection, the Parkway and Beachwalker Drive. If the signs are successful, they will be expanded throughout the island.

Council Member Berner reported that he received a notice from the John's Island Task Force that, as of today, the State will release \$75 million for the I-526 extension land acquisition. He noted that the project is currently forecasted to cost \$2.2 billion, of which the state will only pay \$400,000. Charleston is now looking at increasing the gas tax by one cent.

Council Member Belt also commented that the ARB task force report will be released soon, noting several members were in attendance. He stated that a lot of time and effort went into the report, and even though there may not be an agreement with everything, feedback is critically important.

Council Member Belt commented on the issue regarding Captain Sam's Spilt and the letter from the KICA Board submitted yesterday to Kiawah Partners. He explained that the development agreement between the Town and Kiawah Partners, which expired yesterday, has obligations, rights, and responsibilities that pertain to both parties and some Provisions for which KICA is known as a third-party intended beneficiary. There is a paragraph in the agreement under paragraph 16(f) that says the property owner, Kiawah Partners, shall convey to KICA on or before the end of the termination date of the agreement all the areas on Sam spit that are essentially below the OCRM critical Baseline on the ocean side and the critical line on the marsh side that at the date the agreement was entered into was about 117 acres will be conveyed to KICA by quit claim deed on or before the termination date of the agreement. The other paragraph seems to read that the property owner also agrees that all other remaining Highlands areas on the island not developed at that point in time will be covenanted to non-developable passive Green Space. To anyone concerned with the future of Sam's Spit, it is a critically important issue.

Council Member Belt gave an update on the Bohicket Marina Development by stating that the Seabrook election saw an overturn of its Mayor and Council Members, all of whom opposed the initial project or opposed it unless there was a clear benefit for the Seabrook residents making it unlikely there will be movement on the project in the near future.

Council Member Belt provided updates as follows:

- Staff indicated that foundation work has begun at Seafields
- There have not been any updates on the MUSC project since Dr. Cawley's update to the council last month.
- Staff indicated the scheduled completion date for The Cape is August 1, 2024
- The health and wellness village project is currently scheduled for a Charleston County Public Hearing on December 12th despite the Charleston County Planning staff recommending against the development and a 7-0 vote of the Charleston County Planning Commission against the project
- Beachwalker projects –
 - The Council approved the Planning Commission recommendations for the rezoning of various parcels
 - Staff is reviewing the site plans for the upper and lower Beachwalker tracts – several comments were submitted, with the most notable concerning additional required parking
 - Building and construction drawings have been submitted and are being reviewed simultaneously with the site plans
- There have been discussions between the Inlet Cove and Riverview HOAs, the Cottage Owners Association, and Kiawah Partners regarding a number of potential issues with both development and a possible planned development district for the upper tract.

C. Administrator - None

VI. Citizens' Comments (Agenda Items Only):

Jordan Phillips – Kiawah Partners

Mr. Phillips stated that over the past 18 months, Kiawah Partners has been focused on several specific initiatives to better the community.

The Cape/Ocean Pines project - To make up for the agreed shortfall of 85 spaces, two six-unit buildings from the project were removed. The site plan will be revised and resubmitted with the hope of moving toward approval for the project.

Upper Beachwalker projects - The Plan Development (PD) process is anticipated to begin in January. Following very productive meetings with neighboring associations, the Partners look forward to a collaborative process of getting a PD in place that all parties can be happy with.

Architectural Review Board (ARB) - Kiawah Partners is committed to an orderly transition of the ARB to KICA and would like the Town to appoint a member to the ARB. The transition is anticipated to be phased and will begin after the *Designing with Nature Guidelines* are revised and adopted by KICA.

Captain Sam's Spit - The opinion of the Partners is that the donations and restrictions were conditioned on the ability to proceed with the development. The descriptions of the property to be burdened with permanent restrictions and their conveyance to KICA clearly contemplate the development would have occurred, which it did not.

Alex Fernandez – 418 Snowy Egret

Mr. Fernandez commented on the solid waste proposal being considered, and since the lowest bidder would be a new company, he wanted to make sure that staff contacted customers of the new company and that the levels of service to the residents would not be reduced.

VII. Kiawah Island Golf Resort Update – Roger Warren, President, Kiawah Island Golf Resort

Mr. Warren stated that since 2020 and the end of the pandemic, the Resort had experienced enormous growth in business. As the Resort moves forward for the next 5 to 10 years, like any progressive business, we want to look at what we need to do to keep getting better, to keep making sure that the product we provide the experience that we provide for everyone is something that they'll continue to be proud of.

Mr. Warren stated that 2023 was the 30th anniversary of the Goodwin family buying the Resort. When asked what would happen when the company's principal steps down, he felt 99% sure that they will continue to own and operate this Resort through the family through generations because that is how important it is to them.

Mr. Warren stated that the Resort has been operating since 2017 under a Development Agreement set to expire in 2027. He calculated that the Resort had spent \$95 million on projects during that time. He stated that discussions have started with the Town on a new development agreement taking the Resort from 2024 to 2034. The intention is that within the next ten years, the resort will have multiple projects they would like to bring online that will continue improving the resort. He noted that with every agreement, there is a degree of negotiation that goes on, but the Resort is more than willing to have this conversation and committed to coming up with a plan that the Town Council and the community will support.

VIII. Old Business: None

IX. New Business:

A. To Consider Approval of the 2024 Meeting Calendar

Mayor Pro Tem Heidingsfelder made a motion to approve the 2024 Meeting Calendar. Council Member Berner seconded the motion.

Council Member Belt stated the Planning Commission meetings are a day after Council meetings, and the question has come up whether it might make sense for it to be the other way around since the Planning Commission often makes recommendations to the Council and with the exception of a special call meeting, are not taken up for another month thereafter.

Council Members discussed the suggestion and agreed that it would be the responsibility of the Planning Commission Chairman to handle a proposal to the Commission.

Following the discussion, the motion was unanimously approved.

B. To Consider Approval of the Proposal for Solid Waste Services

Mayor Labriola stated that the proposal was considered and recommended for approval by the Ways and Means Committee.

Council Member Berner made a motion to approve the proposal for Trident Waste for solid waste services. Mayor Pro Tem Heidingsfelder seconded the motion.

Council Member Berner stated that he questioned the differences between the two bids, so there was a thorough review, not just looking at the bottom line of the bids but going line by line, looking for disparities or discrepancies or large differences in the proposed unit rate. In addition, the selection group interviewed the bidders, so he felt there was a thorough vetting of the proposals. To Mr. Fernandez's comment, Customers were not talked to, but references were checked, and they received glowing recommendations. He noted that Trident Waste was an impressive group, and he was comfortable moving forward with their proposal.

Council Member Belt agreed that Trident Waste was very professional and did a good job presenting its services. He reviewed the draft of the contract, suggesting adding a requirement to not co-mingle regular trash and recyclables along with the addition of "the improper treatment of trash" to the ability to impose penalties. Mayor Pro Tem Heidingsfelder also reviewed some of the edits he had already submitted and requested that Trident commit to helping the Kiawah Goes Green initiative with a household hazardous waste collection event in the coming weeks.

Following the discussion, the motion to approve the proposal from Trident Waste was unanimously approved.

C. To Consider Approval of the Fiscal Year 2023/2024 November SATAX Funding Amounts

Mayor Labriola stated that SATAX funding amounts were reviewed and recommended for approval by the Ways and Means Committee.

Mayor Pro Tem Heidingsfelder made a motion to approve the Fiscal Year 2023/2024 November SATAX Funding Amounts. Council Member Berner Seconded the motion.

Council Member Belt stated that one of the items matters discussed at the Ways and Means meeting was trying to do a better job of getting out to the community the opportunity for entities who could justify their expenditures as tourism-related under the state statute to take a look at whether or not they may want to consider applying for SATAX funds.

Following the discussion, the motion was unanimously approved.

D. To Consider Approval of the Purchase of a Ford Lightning Truck

Mr. Nardelli stated that Town employees are required to use vehicles to help perform their job duties. The purpose of this vehicle is to help serve the job and duties of the Public Works Department. This vehicle will replace the 2017 Toyota Tundra V8 within the Public Works Department. The Public Safety Department will repurpose that vehicle for their new employee to use as it is in great mechanical shape and fitted with emergency lights/equipment.

The Town currently has a Ford F-150 Lightning in its fleet that has performed extremely well in the Building Department. Through the Go Green Initiative, there has been much discussion about how an EV would operate in various environments, including the beach, and the Public Works Department is the perfect operation for an EV to prove its use case to other island organizations and stakeholders. This vehicle fits well within the Go Green Initiative goals to "convert an applicable portion of the vehicle fleet of operating entities (e.g., TOKI, KICA, KIGR, KIC) to EVs."

The procurement process for this 2024 Ford F-150 Lightning will be through a Sourcewell-approved state contract with National Auto Fleet Group. The quote has been generated for our specific vehicle, which will be built by the Ford Motor Company in the first quarter of 2024, with expected delivery to the Municipal Complex in the second or third quarter of 2024, and it will be put into operation immediately.

Staff recommends the purchase of One (1) New/Unused 2024 Ford F-150 Lightning XLT 4WD Super Crew.

The purchase of this vehicle has already been budgeted and approved in this fiscal year's budget. The funds of \$58,940.00 will come from the General Fund.

Council Member Belt made a motion to approve the purchase of a Ford Lightning Truck. Mayor Pro Tem Heidingsfelder seconded the motion.

Council Member Belt asked if the Town must go through the Sourcewell-approved State contract with the National Auto Fleet group. Mr. Nardelli stated that it is a requirement, but the Town has previously purchased a vehicle through them, which seemed to streamline the process. Dealing with dealerships, especially with manufacturing issues, has been quite difficult, so they were found to be a great alternative.

Council Member discussion included who would service the vehicle, items being looked at as part of the proving test case, and the recommendation that drivers be thoroughly trained on the vehicle and precautions to minimize corrosion and extend the life of the truck.

Following the discussion, the motion was unanimously approved.

- E.** To Consider Approval of **Ordinance 2023-24** - An Ordinance to Amend Article 4, Finance and Taxation, Chapter 3, Municipal Business Licenses to Update the Class Schedule as Required by Act 176 of 2020 – **First Reading**

Council Member Berner made a motion to approve the first reading of Ordinance 2023-24. Mayor Pro Tem Heidingsfelder seconded the motion.

Ms. Szubert stated that being requested is approval to amend the Town's business license ordinance to reflect the 2024 changes in the class schedules. Every two years, the IRS reviews how profitable businesses are and then places them in certain schedules, with "A" being the least profitable and eight being the most profitable, and per state law, those changes must be made. She noted that there have been no rate changes, but there are changes from one class to another for certain businesses.

Council Member discussion included who decides on the classifications; the ordinance amendment conforms to the changes in the state law, and the impact of the changes on the budget forecast. Also discussed was that the IRS sets the classifications, but the Town has the ability to adjust the classification rates.

Following the discussion, the motion was unanimously approved.

- F.** To Consider Approval of **Resolution 2023-06** - A Resolution for the Adoption of the Amended 2023-2024 Charleston Regional Hazard Mitigation and Program for Public Information Plan

Ms. Tillerson stated that Charleston County requires all municipalities to essentially adopt this resolution that was provided to us by the County regarding the adoption of the Charleston County Regional Hazard Mitigation Plan.

Council Member Berner made a motion to approve Resolution 2023-06 – to adopt the Amended 2023-2024 Charleston Regional Hazard Mitigation and Program for Public Information Plan. Mayor Pro Tem Heidingsfelder seconded the motion.

Council Member Berner stated that the Charleston County Hazard Mitigation Plan is a large, extensive, 873-page document. It provides a systemic way to analyze the impact of hazards on the environment, how to deal with them, and possible alternatives if you have a hazardous environment. It is a very good document, and there is no reason not to approve it.

Ms. Tillerson added that the Town has been part of this since 1999 and has adopted the amendment thereafter to remain part of the Community Rating System. She noted that the last adoption was in 2019.

Council Members engaged in an in-depth discussion of the Hazzard Mitigation Plan draft by the County, whether the plan is consistent or if there are any inconsistencies with the Town's Marsh Management Plan or Beach Management Plan, and any obligation or benefit to the Town by adopting the plan. Ms. Tillerson noted that Charleston County has requested that the resolution adopting the plan be approved by the end of the year.

Mayor Pro Tem Heidingsfelder suggested that this item be tabled and requested that staff briefly describe the Town's obligations, what has been fulfilled, and any benefits.

Mayor Pro Tem Heidingsfelder made a motion to table the approval of Resolution 2023-06 until January. Council Member Berner seconded the motion, and it was unanimously approved.

G. Kiawah Island Parkway Marsh Restoration/Access Project Update

Mr. Jordan stated that it's been a couple of months since he provided an update on the feasibility study regarding the Marsh Restoration and Public Access at the Kiawah River Bridge.

The tasks in the feasibility study are:

- The Initial Assessment phase had been 100% completed
- The Environmental Review phase is 70% complete
- The Conceptual Design phase is 70% complete
- The Permitting Feasibility is approximately 25% complete

Mr. Jordan reviewed the five objectives the full Marsh Management Committee wanted to accomplish through the feasibility study, including the two major focuses: restoring the marsh heath and preventing future damage to the marsh.

1. Restoration
2. Conservation
3. Public Access
4. Education
5. Community Showcase

Mr. Jordan explained that for the first focus, restoring the marsh heath, the committee looked at restoring a section of salt marsh through a combination of spartina plantings as well as keeping people off of the area to allow the marsh to recover and then the installation of a living shoreline along the river itself where it is experiencing some pretty significant erosion.

Mr. Jordan reviewed the results of a survey on the usage of the area, which received close to 1600 respondents.

- ❖ The area gets considerable use by all parties (41% have visited the site)
- ❖ Most come by car, but 44% walk or bike
- ❖ Birding/Nature Viewing is the primary activity (61%)
- ❖ 21% of owners come to crab/fish
- ❖ 18% of off-islanders come to crab/fish

Mr. Jordan stated that for the second focus, and to prevent future damage to the marsh, the committee prepared three concepts. Providing conceptual drawings, he supplied a description of each of the concepts.

Concept 1 – the committee selected Concept 1 as their preferred alternative

- Meets all objectives
- Very minimal disturbance to the marsh
- Provides easy access and maintains all current uses
- Eligible for additional Greenbelt Funds

- A short wooden walkway with two access points to the parking area running parallel to the Parkway to get to the deep water right next to the bridge and having two little bump-outs or observation decks. All of this work would stay within the town's property boundaries

Concept 2 –

- Does not meet all objectives
- Eliminates fishing/crabbing access and would likely result in individuals walking through the marsh to gain access
- Does not allow users to easily view the living Shoreline project
- Less opportunity to educate the public
- Slightly less marsh disturbance
 - Cutting the walkway portion in half

Concept 3 –

- Does not meet all objectives
- Eliminates all public access
- Violates Greenbelt agreement
- Individuals will likely still walk through the marsh to fish/crab
- Does not provide for education/interpretive signage
- No direct marsh disturbance

Mr. Jordan reviewed the Next Steps:

- ❖ Refine conceptual plans based on Marsh Committee comments
 - ❖ Move one viewing platform between the access points or closer to the access points.
 - ❖ Investigate putting a small viewing area on the west side of the Parkway along the bike path. Ideally, this might be a small bump out that doesn't get into the critical area. The idea was that individuals who walk/bike would have an area to pull off and birdwatch, watch the sunset, etc., without being on the bike path or crossing the Parkway.
 - ❖ Add benches to all three viewing platforms.
- ❖ Meet with Regulatory Agencies for a preliminary review of both projects in December
- ❖ The full Marsh Committee will meet on December 8
- ❖ Subcommittee will meet again on December 21
 - ❖ Develop a plan for public engagement to begin in January
 - ❖ Further refine conceptual plans based on agency feedback

Council Member Berner indicated that on a trip to the river, he noted that groups of people were under the bridge. He explained bridges have abutments protected with gabions, which are wire baskets filled with large rip rap or stone to protect the abutment from washing away. Walking on the gabions will cause them to break and expose the bridge to damage. He stated that stopping people from walking on the gabions to protect them has to be added to Mr. Jordan's list as something to be addressed.

Mr. Jordan stated that the committee hopes that if you provide people who want to recreate here with a super easy way, a nice walkway, benches, railings, and interpretive signage, and then further block off other places where people could get to the marsh or the gabion wall or under the bridge with vegetation that a lot of that is going to go away. It is a lot easier to walk down a wooden walkway to get to the bridge to recreate than crawling down to a gabion wall and sitting on rocks.

Mayor Pro Tem Heidingsfelder expressed his concern that people will still walk on the marsh without incorporating some barriers along the parking area and out from the bridge on both sides. He stated that he would like to send this back to the group, saying we need to find a better way not to allow or visually restrict people from entering this entire area.

Council Member Belt asked if there had been any enforcement of the "no fishing" restrictions along that area. He also expressed concern that individuals who are not satisfied fishing on the raised pier will continue to do what they have always done. He also noted that those who stay all day come by car, and the best solution may be to remove the parking area.

In response to Mayor Pro Tem Heidingsfelder's question on the Conservancy vote, Mr. Jordan stated that Mr. Bundrick, with the Conservancy, abstained from voting on the Living Shoreline and Concept 1,

stating that he needed to get board approval before he took a vote or position. All the other members present voted in favor of both.

H. Discussion of a Statement of the Town Council Related to the Proposed Health and Wellness Village on Betsy Kerrison Parkway

Mayor Labriola stated that prior Councils have had relatively little or not taken a position in other jurisdictions' matters and were quite adamant about it. He noted that in a relatively short period of time, we (the Council) had done two things: we took a position on the proposed golf program and somewhat took a position on the proposed expansion of the Bohicket Marina. We didn't tell our colleagues at Seabrook no, but we highly encouraged them to read the guidelines on the urban growth boundary lines. So here we are with the health and wellness village up the street, and what should we do? This is clearly a county project, and as mentioned earlier, the County Planning Commission staff has already taken a position on it, but it is going before the County Council, and we certainly know the County Council doesn't necessarily follow their planning staff's recommendation.

Mayor Labriola stated that officials are elected to represent the Town, so when we write letters, and I sign off on them, we're representing the Town, but in something like this in another jurisdiction, they have public comments so the public can go to their meetings they can speak out whether they're from the community that's affected or neighboring communities. We have to keep in mind that what we could do is talk about how five individuals feel, but do we go to the community? When we sign off on that letter, we are really saying the community of Kiawah supports it or doesn't support it. So it's a big deal, and what we will conclude after this discussion when we say, you know, as the Mayor, as Council Members of Kiawah, we support this project, or we don't support this project, how we want to do this.

Mayor Pro Tem Heidingsfelder began the discussion by giving some background on the location of the property of the proposed health and wellness village and noting that it was not a question of whether there is a need for additional health and wellness services for Kiawah, Seabrook, and Johns Islands. In light of the multiple facilities coming, there is clearly a demand, but also fulfillment of that demand. So it is not so much about whether this wellness and health Village is necessary or not; it's really about the size. It is a significant development plan, huge in size, huge in health, wellness, retail, and residential, so it's really more about the size of the project.

Mayor Pro Tem Heidingsfelder stated that two weeks ago when he proposed that we should get involved and voice our concerns about the size, not about the project, and that it was one of the things that he wanted to discuss today, the Mayor then asked that at least for the current Council, that he define the boundaries or framework within which we could move forward if we want to provide commentary to neighboring municipalities or the county. With the help of Council Member Berner and comments from Council Member Belt, he developed a framework that defines eight descriptive categories that would help determine if we should get involved or not. He reviewed and provided a description of each of the categories.

Mayor Labriola stated that prior to taking a position on the Putt-Putt project, the Town released a survey monkey survey to gauge how the community felt about the project. He noted that there was a very quick turnaround in a relatively short period of time, and there was an enormous number of responses from the residents, so it may also be something to consider.

Council Members discussed their views on taking a position on the Health and Wellness Village project or any issue that impacts the residents of Kiawah. Council Member Belt provided details of the Health and Wellness project, stating that he would be supportive of sending an appropriately tempered letter to Charleston County and also supportive of the general construct, which is something that would underpin why the action was taken. Council Member Berner stated that he was all for the framework and felt it would be a mistake if something were happening in our backyard and we didn't get involved.

Mayor Labriola stated that his point of caution was simply that all the descriptions of the scope and scale of the project are enormous, but people are supportive of it. There is a certain level of uncomfortableness with taking a position in terms of our interpretation of scope and scale when there are members of this community that think that they want more health care close by.

Council Member Berner stated that he would be voting that the Council should do something in the future to get involved. Doing a survey monkey is a great idea, and he felt a protocol should be adopted to get involved in projects outside Kiawah.

Mayor Pro Tem Heidingsfelder stated that he would like to put a motion forward to initiate a Survey Monkey as quickly as possible, and if the results are very convincing, the Council would move forward with a letter to Charleston County Council prior to the first reading on December 21st. Council Member Berner indicated that he supported it.

Mayor Labriola stated that he would not want to have the developer accuse the Council of forcing the issue but does agree that the Council has an obligation to make sure that every resident clearly understands what this project entails, so the list that was earlier discussed that includes the acreage, the number of parking spaces, and the environmental issues. He suggested putting a cover page at the front of the Survey Monkey exactly what this project entails because I don't think everybody understands that. This way, the developer and the County Council would know what we did, and they would know what the residents of Kiawah felt.

Council Member Belt pointed out that framing the survey will be critically important. If you say you favor more health services at that location or not, it will come out one way, and if you frame it a different way, you will get a different result.

The framework presented by Mayor Pro Tem Heidingsfelder would be pulled together as a resolution and put on the agenda for consideration at the next Town Council meeting.

X. Council Member Comments:

Mayor Pro Tem Heidingsfelder directed his question to Mr. Taylor. The Town released the ability for community members to provide feedback on a number of topics. He noted the almost 200-page document of feedback provided by community members in terms of the Development Agreement, Beachwalker Drive topics, and Comprehensive Plan topics was an interesting document and asked what happens with all these 197 pages of feedback from the community. Mr. Taylor stated that the document was included in the record for all the amendments approved last week. All of the comments received were provided to the Planning Commission. The ones that were nonrelevant to the ARDA (Amended and Restated Development Agreement) amendments can be retained and have them for when we dive into the backend of the Comprehensive Plan.

Council Member Berner wanted to emphasize that he was very happy to see what happened when Mr. Phillips came here and discussed the first resolution to the parking problem. He brought it up because that is an exact result of this Town Council getting involved with the Homeowner Associations as well as the Architects and the developer, and a direct result of everybody working together in a very friendly and professional manner.

Council Member Belt said there was a lot to digest from the beginning of this meeting for the entire community. Obviously, a reduction in density at Ocean Pines or in the Cape and Timbers Parcels is a positive outcome for the community. With information coming today, the Community, particularly Sparrow Pond, Duneside, Greens Lake, and Inlet Cove Communities, must be able to look at the information, absorb it, and then provide a reaction and feedback.

Council Member Belt stated that with regard to the comments made by Mr. Warren regarding the desire for a new development agreement, he told Mr. Warren that any request would need to go through the process and get a lot of community input as to what the benefits are for the developer what the benefits are for the community. Council Member Belt noted that development agreements have implications, one of which is that it is one of the rare instances in which a current Council can bind future Councils. Therefore, it will be a difficult burden to decide whether or not this Council should be burdening a future Council to carry it out.

Council Member Belt asked that everyone keep in mind that there have already been several meetings and discussions, but no formal process has begun. When a request for a new development agreement is submitted, the process will entail a review by the Planning Director and the Planning Commission, and then consideration by the Council for approval. He hoped that everyone would stay engaged throughout the process and that there would be a substantial amount of community input.

Mayor Labriola stated that having Mr. Warren and Mr. Philips share their intentions was nice. He emphasized that the process will begin when Mr. Warren files an application for a new development agreement with the Planning Staff. In the case of Mr. Philips, pursuing a planned development for Upper Beachwalker resides with the applicant; the Town is not involved with that. Mr. Phillips would have to file an application with the Planning Staff to begin the process.

XI. Citizens' Comments:

Dr. Solomon David – 3528 Shipwatch Road

Dr. David provided some background information on his purchase of the property on Shipwatch Road and that the previous owner used VACASA as their property management company. Not being familiar with other companies and keeping the reservations, he felt it would be easier to continue with their services. He continued by outlining the issues with VACASA, including failing to obtain a rental business license for the property, the ensuing violations, and the lack of response, which ultimately led to the license being revoked.

Dr. David stated that he could not attend the Town Council hearing due to his father's death, and the Council did not hear the issues he was having with VACASA during their consideration of the license revocation. In the evidence, he included the numerous emails sent to VACASA and the telephone calls trying to resolve the issue. He stressed that VACASA's mismanagement caused this situation, but it is the homeowner who has been punished for the management company's failures.

Mayor Pro Tem Heidingsfelder stated that he read the emails and felt Dr. David's frustration in dealing with an organization that was not responsive but was unable to find something that would give him the right to overrule Town ordinances, the staff recommendations, and the decisions made before even this case came to the council in the first appeal.

Dr. David pointed out that this was an unprecedented situation in the Town's history, and having him suffer for other people's inaction is unfair. Because of the unique nature of the situation, he came to the October meeting with the request to have the revocation reheard with the complete information instead of the partial information, which was acted upon previously and a revote.

Council Member Berner stated that not having all the information at the hearing was not the Council's fault. He understood Dr. David's predicament and favored opening up a discussion to reconsider the revocation.

Council Members discussed whether reconsidering the revocation would be allowed. Mr. Wilson stated that there was no procedure in the Town ordinance, but he was of the opinion that in the circumstances

dealing with business license revocations and appeals, if the majority of the Council wants to reopen the hearing and reconsider, he felt like it would be within their discretion to do that.

Council Member Belt stated after reviewing the emails, he was also empathetic to Dr. David's situation but less empathetic to him, saying that the fault was entirely that of VACASA. Ultimately, they are his agent, he is the property owner, and he has the ability to deal directly with the Town. It was incumbent on Dr. David to engage with the town directly in the failure of VACASA rather than wait until after this process.

Council Member Berner made a motion to reopen the hearing to potentially reconsider the Order issued to revoke the short-term rental license. Council Member Belt seconded the motion, and it was unanimously approved.

David DeStefano – 31 Burroughs Hall

Mr. DeStefano commented on the purchase of the Ford Lightning truck, discussing the decision by the Community Association not to purchase electric trucks because, during major storms, the inability to charge them and drive through flooding conditions.

Mayor Pro Tem Heidingsfelder stated that it was reconfirmed with the manufacturer that this vehicle could be driven through the water, it was not the intention to replace the entire fleet, and the generator providing electricity for the Municipal Center facility would also charge the two trucks to be fully operational.

Mr. DeStefano commented on the marsh restoration, noting that Kiawah residents have multiple places to crab fish and put in kayaks. Eliminating the access at the bridge would not affect the island but would resolve the safety issue of getting to the parking spaces.

Mr. DeStefano commented on the proposed health and wellness project, discussing the results of the County public hearing along with comments and the presentations made by the developer.

Perry Molinoff – 10 Blue Heron Pond Road

Mr. Malinoff stated that he was representing PreserveKiawah, commenting on the statement of the willingness to begin the transition process of the ARB to KICA as being a nice first step and that he was anxious to review the task force report on the ARB review. He thanked Mr. Taylor for pushing on the parking issues on Beachwalker Drive and awaited the analysis of whether 88 spaces are sufficient to make up for the parking shortfall. He also stated that the comment on Captain Sam's Spit did not change his view on the clarity of the language in the ARDA and awaited the response to the letter from KICA and PreserveKiawah sent earlier that morning.

Donna Wyndham – Kiawah Conservancy

Ms. Wyndham thanked Council Members for their good work, stating it was an excellent meeting, and a lot of things were accomplished today with good transparency.

Ms. Wyndham pointed out that there is a lot of misunderstanding about the health and wellness village. She applauded the Council for going ahead and doing the survey to get the community's opinion. She asked that on the survey to ensure people understand that it is not affiliated with MUSC or Roper. She also asked that those writing comments for the public hearing be sent to public comments and not directly to members of the County Council.

Mayor Pro Tem Heidingsfelder stated that if anyone wants to submit a commentary to Charleston County Council about this project, please go to the County's website, and you will find a specific email address that should be used for commentary.

XII. Adjournment:

Council Member Belt made a motion to adjourn the meeting at 4:58 pm. Council Member Berner seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date

DRAFT



TAB 2

TOWN COUNCIL

Agenda Item

SPECIAL CALL TOWN COUNCIL
Municipal Center Council Chambers
January 3, 2024, 8:00 am

Minutes

I. Call to Order: Mayor Labriola called the meeting to order at 8:00 am.

II. Roll Call:

Present at the Meeting:

John D. Labriola, Mayor
Michael Heidingsfelder, Mayor Pro Tem
Russell Berner, Council Member
Brad Belt, Council Member

Present Via Zoom:

Stephanie Tillerson, Town Administrator

Also Present:

Joe Wilson, Town Attorney
Ross Appel, Attorney

III. Citizens' Comments (Agenda Items Only):

Gaye Stathis – 488 Marsh Cove Road

Ms. Stathis stated that, in her opinion, only one lawyer was needed for Captain Sam's Spit, and that was Amy Armstrong. She read from Ms. Armstrong's recently posted letter in which it was Ms. Armstrong's legal opinion "that the Town has a duty to demand specific performance of the clear and unambiguous terms of the ARDA and to undertake an enforcement action, if necessary, to enforce its terms because it negotiated certain benefits for KICA as a third-party beneficiary, which have not been accomplished."

Sherry Galliger – 119 Spartina Court

Ms. Galliger stated that paragraph 16 was not overlooked, considering it takes up an entire page in the Development Agreement, and now there is the opportunity to make it right. She noted the opinion of Amy Armstrong, who is very familiar with the Spit and the argument to protect it, was very forceful. The residents are counting on the Council to protect the natural space and abide by the terms of the Development Agreement.

Alex Fernandez – 418 Snowy Egret

Mr. Fernandez noted that, coincidentally, it has been published at 11:00 am the Kiawah Island Community Association (KICA) Board would also be meeting in Executive Session with legal counsel regarding Captain Sam's Spit. He requested that the Council consider coordinating with the KICA Board on whatever work needs to be done or whatever action needs to be taken on the issue.

Maura McIlvain – 146 Blue Heron Pond Road

Ms. McIlvain appreciated the Town Council having the meeting. Still, she did not understand why it was an emergency, considering everyone had known for the past thirteen months that the Development Agreement was ending.

Devid DeStefano – 31 Burroughs Hall

Mr. DeStefano stated that every time he reads the ARDA (Amended and Restated Development Agreement), he finds another clause that shocks him, and it is time for the Town to draw the line and act now.

IV. Executive Session:

- A.** Executive Session to receive legal advice regarding the 2013 Amended and Restated Development Agreement and Captain Sam's Spit pursuant to South Carolina Code Section 30-4-70(a)(2).

Mayor Pro Tem Heidingsfelder made a motion to go into Executive Session to receive legal advice regarding the 2013 Amended and Restated Development Agreement and Captain Sam's Spit pursuant to South Carolina Code Section 30-4-70(a)(2). Council Member Berner seconded the motion.

Council Member Belt provided additional context for the reason for the Executive Session. The issue of the conveyance language in Section 16(f) of the ARDA was specifically brought to the attention of the Town and the Kiawah Island Community Association (KICA) in the week preceding the expiration of the ARDA. On December 4th, KICA sent Kiawah Partners a demand letter regarding enforcing the provisions of the 8 and 9 paragraphs of Section 16(f). The Town then received an opinion from the director and general counsel of SCELPLP (South Carolina Environmental Law Project), who have been involved in matters regarding Captain Sam's Spit over the last several years.

Council Member Belt went into an in-depth review of the language in the ARDA relating to the conveyance of Captain Sam's Spit, along with the specific provisions regarding the restrictive covenants, restrictive easements, and obligations under the ARDA.

Following the discussion, the motion was unanimously approved.

Council Member Belt made a motion to come out of the Executive Session. Council Member Berner seconded the motion, and it was unanimously approved.

V. New Business:

- A.** Town Council may Consider the Approval of an Action on the 2013 Amended and Restated Development Agreement and Captain Sam's Spit.

Mayor Labriola stated that in the time spent in the Executive Session, there was a lot of discussion, and the Council looked at a series of courses of action, but the one thing that was crystal clear and that there was no disagreement on was ensuring the pristine nature of the property.

Mayor Labriola also stated that during the Executive Session, no decisions were made, and no actions were taken. The focus was on a course of action, settling on issuing a demand letter.

Mayor Pro Tem Heidingsfelder made a motion to request attorney Ross Appel draft a letter to the developer to please perform as required by the 2013 Amended and Restated Development Agreement related to Captain Sam's Spit, specifically relating to Section 16(f), paragraphs 8 and 9, reiterating that the Town has the right not to allow a sale to a third party, as stipulated in Section 33. Council Member Belt seconded the motion.

Council Member Berner stated the decision was not hard, with all the Council on board protecting Captain Sam Spit.

Council Member Belt stated this issue has been and will continue to be of critical importance to the community. Everyone's objective is to ensure that Captain Sam's Spit remains in the pristine condition as it is now, untouched and undeveloped. This is the appropriate first step in pursuing our legal obligations and rights under the terms outlined in the ARDA.

Following the discussion, the motion was unanimously approved.

VI. Council Member Comments:

None

VII. Citizens' Comments:

None

VIII. Adjournment:

Council Member Berner made a motion to adjourn the meeting at 10:18. Mayor Pro Tem Heidingsfelder seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date



TAB 3

TOWN COUNCIL

Agenda Item

TOWN COUNCIL
Municipal Center Council Chambers
January 10, 2024, 1:30 pm

Minutes

I. Call to Order: *Mayor Labriola called the meeting to order at 1:00 pm.*

II. Pledge of Allegiance

III. Roll Call:

Present at the Meeting: John D. Labriola, Mayor
Michael Heidingsfelder, Mayor Pro Tem
Russell Berner, Council Member
Brad Belt, Council Member

Also Present: Stephanie Tillerson, Town Administrator
Joe Wilson, Town Attorney
Dorota Szubert, Finance Director

IV. Approval of Minutes:

- A. Minutes of the Town Council Meeting of November 7, 2023 - Mayor Pro Tem Heidingsfelder made a motion to approve the November 7, 2023, Town Council meeting minutes. Council Member Berner seconded the motion. Following the notation of minor typographical errors, the motion was unanimously approved.**
- B. Minutes of the Special Call Town Council Public Hearing of November 28, 2023 - Mayor Pro Tem Heidingsfelder made a motion to approve the November 28, 2023, Special Call Town Council Public Hearing Minutes. Council Member Berner seconded the motion. Following the discussion, the motion to approve the minutes was unanimously approved, subject to reviewing the record and making the necessary additions.**
- C. Minutes of the Town Council Meeting of December 5, 2023 - Approval of the minutes of the December 5, 2023, meeting was deferred to the next meeting.**
- D. Minutes of the Special Call Town Council Public Hearing of December 19, 2023 - Council Member Berner made a motion to approve the December 19, 2023, Special Call Town Council Meeting Minutes. Council Member Belt seconded the motion, and it was unanimously approved.**

V. Updates:

A. Mayor

Mayor Labriola read a message from him that would be going out to all his Kiawah neighbors:

Last year, the Town Council voted to change the election cycle to odd years at the request of the Charleston County Election Commission, therefore extending our next election to November of 2025. That change extended the Mayor's and Town Council's term limit by one year. While this change was encouraged by the Governor and State Legislators and supported by myself and the Council of Kiawah, I am writing to inform you that I will be resigning as Mayor, effective March 31 of this year. This decision has not been made lightly, but after careful consideration, I have decided to end my term early.

A special election will be held on April 2, 2024, for the position of Mayor. I think it is vital that the new mayor has longer than 12 months and be able to work with Stephanie, our Town Administrator, our new Town attorney, and the Council on the current agenda of issues. The Town will be sending out communications on the special election process and timeline for submission of credentials soon.

I thank you for the opportunity and honor of being the Mayor of Kiawah these last three and a half years. It has been a privilege to serve. I have learned a great deal during my tenure, and I am thankful for the support and collaboration with my colleagues. Our residents are the heart of this island, and I look forward to seeing the great endeavors you continue to foster and grow in the years to come. I wish you all the best.

B. Council Members

Mayor Pro Tem Heidingsfelder reported on the following:

- Kiawah Island Utility planned a presentation on water quality that was prompted by reports on certain criteria not being fulfilled. Unfortunately, due to the Town Council meeting schedule change, they could not attend, and the presentation will be moved to the February meeting.
- There was also a presentation planned by Berkley Electric regarding the frequent power outages experienced on some parts of the island in November and December. Due to the meeting schedule change, they were also unable to attend, and hopefully, they will come to the February meeting to report on the reasons for the power outages.
- Providing an update on the Police Department, it was noted that not only had there been less police coverage, but as discussed at the Ways and Means Committee Meeting, there was less coverage by the off-duty officers on the island. On the two recent incidents on the island, the first incident, the potential threat of the use of a firearm, the fire department arrived at the scene in three and the police took seven minutes. The second incident at the same address took the police fourteen minutes to arrive. He encouraged starting a more detailed discussion about the lack of coverage, looking for ways to resolve it, and the potential of the Town having its own police force at some point in time.
- A topic that continues to be a concern is that the Town does not have a full-time 24/7 EMS truck on the island. When off-duty paramedics are available, there is a unit at Station 6, but it is not full-time. There have been discussions with the fire department to have more firefighters trained as paramedics, which the Town is willing to support, along with discussions with Charleston County for a full-time EMS truck on the island, which may require community support.
- 2023-2024 budget items – Legal fees for the first six months already exceed the amount budgeted for the fiscal year, noting that FOIA requests are creating quite an expense for the Town.
- His request for staff, Ms. Tillerson and Mr. Taylor, to work with the Planning Commission on considering rezoning the entire Captain Sam's Spit parcel to Parks and Recreation.

Council Member Berner reported on the following:

- Police Department – He discussed his incident with an extremely aggressive driver on the Kiawah Island Parkway, his decision not to call 911 because of the poor response times, and that when calling security at the main gate, he was instructed to call 911. Even though the incident turned out to be a non-event, the situation has prompted revisiting how to improve the police presence on the island.
- Beach Damage – After the rain event that caused flooding all over the island, on a walk on the beach, he noticed a pattern in every instance where the private boardwalk ended prior to the dunes; the first line of defense was broken, and water had probably gotten through because the pathway was worn down by individuals walking through them to get to the beach. He brought this up before, but the Town has to do something to ensure residents are not walking over those dunes.
- The Cape - one of the problems with respect to the shortfall in parking on the Cape has to do with beach parking. He was concerned that, like at the Beach Club, people who want to park and go to the beach, not visit the pool or any of the facilities, will overcrowd the limited number of parking spots. He noted there are no ordinances that designate a specific number of parking spaces for just the beachgoers, so those are not included in the parking spot calculation for the property.
- He proposed that the Town create a subcommittee of individuals to help solve the situation for the cape. Offline, he received many comments and had many discussions with people who have come up with some creative solutions for what to do. He would like to set up a forum or a special committee to collect that information.

Council Member Belt reported on the following:

- There is a town hall or community forum to discuss and obtain Community input on the ARB task force scheduled for January 22nd. There has been a lot of response to the phase two report issued by the task force, and this will be an opportunity for Community input on the best path to move forward in transitioning control of the ARB from the developer to the community.
- He and Mayor Pro Tem Heidingsfelder hosted a well-attended Community Drop-In at the Sandcastle. There were robust and substantive discussions on a wide range of issues, including Emergency Management

Services and safety and security. He noted that one topic of conversation was regarding the adoption of the Comprehensive Plan and that the Planning Commission has a lot of work ahead.

- There will be another community forum tomorrow at 2:00 pm. He will be joined by Council Members from the City of Charleston, Charleston County, and Seabrook to discuss Johns Island-wide issues. Discussions are expected to include transportation-related initiatives, the Main Road Corridor Segment C, the River and Maybank intersection, and the Mark Clark extension. as well as the availability of Medical Services and updates on MUSC, the Trident complex as well as the proposed Island Parkplace health and wellness village.
- After the last Charleston County meeting, he was asked by the developer and the council to facilitate a conversation between the Community interest on John's Island and the developer. At the one meeting, conveyed to the developer was that in the two surveys taken, 80% of residents on Kiawah, Seabrook, and John's Island opposed the development as it was proposed primarily for scope and scale, the range of permitted uses, and environmental concerns. The developer suggested changes but none to the overall scope and scale of the project. Community members indicated there would not be community support without further substantive changes, to which the developer said they would come back with a revised proposal, but his knowledge that had not happened.
- With regard to Mayor Pro Tem Heidingsfelder's comment on legal fees being higher than anticipated, given what has transpired with regard to Captain Sam's Spit, it is likely that legal costs will continue to increase. He stated that he did take some exception to putting the blame for legal costs related to FOIA requests on the community members pursuing their rights under the state statute.
- With regard to Captain Sam's Spit, potential rezoning appears to be something that was specifically contemplated in the ARDA, but it was suggested that it be designated Conservation District rather than Parks & Recreation.
- The Town has now sent a demand letter to the developer with regard to its view that the obligations undertaken by the property owner in the ARDA need to be complied with. The letter that the outside Council prepared is fairly detailed, very strong, and thoughtful.

Council Member Belt reviewed the site plans under review for the Upper Beachwalker Parcels or the West End project, the Ocean Pines project, the Cape Point Road Extension, and the Resort's new proposed amenities building at Night heron Park. He expressed his views on suggesting a task force or sub-committee to look at parking-related issues.

Council Member Belt commented on the Mayor's earlier announcement: Mr. Mayor, even before I came on Council and subsequent to it, you had indicated on a couple of occasions that some challenges came along with the job that were a little bit more than you had ever anticipated, and having done two stints in the public sector at the federal level myself I know can often be a thankless job. I do want to note that prior to the time that I ran for Council, in every interaction we had then and subsequent to that, I found that you have handled issues with extraordinary grace and equality and have been extraordinarily respectful to your colleagues on the Council as well to all of the members of the community at every turn and for that, I think we should all be very grateful.

C. Administrator

Ms. Tillerson provided updates on the following:

- The approved Kiawah Island Parkway/Beachwalker Drive Intersection improvements - the bid documents have been completed and are scheduled, and the RFP (Request for Proposals) will be pushed out this week. Bid proposals are due back on February 7th. Once the proposals are reviewed, the recommendation will go through the Ways and Means Committee and the Council for consideration and approval.
- Beachwalker Drive Landscaping - The landscape contractors will start doing demo work along Beachwalker and Kiawah Island Parkway, pulling out some of the plants. The goal is to have the demo done by the end of February and then have everything planted by the end of March, so by spring, Beachwalker should start looking good.
- Council Members have asked, and the Town has scheduled a hazardous household waste collection that will be held at Town Hall on February 8th from 9:30 to noon.

Mr. Taylor provided the status of the three projects under site plan review on Beachwalker Drive:

- **Projects are currently under Site Plan Review:**
 - The West End at Beachwalker (Upper Beachwalker)
 - Ocean Pines (Parcel 13-Lot 1)

- Cape Point Access Drive & Emergency Beach Access
- **No site plan review approvals have been issued.**
- **Cape Parking Summary:**

The parking spaces associated with or required based on the actual Cape Beach Club parking are where the shortfall has been identified for this project. The developer has put together a plan to address those parking deficiencies based on the issued comments provided by the Planning Department.

In addition, the Timbers were notified of the parking concerns. Their property management was contacted and asked to provide an updated plan to address their additional parking based on their employment and independent of the Cape and Ocean Pines.

In response to the Mayor's request, Mr. Taylor provided an overview of the phased development of Parcel 13 projects. He indicated that they are essentially three different independent projects that were planned and designed collectively based on the entitlements of the parent tract, even though they are being developed in phases. Timbers was developed first and the only one active, followed by the Cape, under construction, and Ocean Pines, under site plan review. The problem has been identifying the parking associated with the Cape Beach Club component. Two updated site plans have been received reflecting their attempt to mitigate those required parking spaces; the principal amount of those would be on the Ocean Pines lot.

Mr. Taylor noted that at a previous Town council meeting, the Partners had removed two of the buildings from the original site plan presented for Ocean Pines on parcel 13 lot one, so the revised site plan has been submitted for review.

- As part of review comments issued for the proposed Ocean Pines development, Cape Beach Club parking shortages were noted to Kiawah Partners and East West Partners. A summary of parking shortages can be found online.
- **Weston & Sampson Review:**
 - A third-party engineering firm was hired to conduct a peer review of the project, including a stormwater management review.
 - Site Visit Conducted on December 29th
 - Memo for West End, Upper Beachwalker project was complete and posted online
 - Ocean Pines memo has not been completed based on the submitted revised site plan.
 - Working on a time frame for Weston & Sampson to formally share their assessment in a public setting.

Mr. Taylor stated that the emergency beach access project adjacent to Cape Point Drive is part of the principal attempt to solidify the parking needs for the Beach Club and having a share of those address the parking needs adjacent to the Ocean Pines site. Comments have been issued to the developers and are a work in progress.

In response to questions from the Council, Mr. Taylor engaged in an in-depth discussion of the history of the approval given by Charleston County for the Timbers project, the mistake made in identifying how the actual amenity facility would be used in the site plan review of the Cape project, comments issued to the developer on the projects regarding parking deficiencies that will be through the site review process back and forth until a particular stage of approval is reached, the agreement that for parking for the Cape Beach Club would be on the Ocean Pines lot, but not shown on the plats submitted, the parking spaces along the Cape Point access not complying with zoning standards, and the requirement that all required parking be located on the same site.

VI. Citizens' Comments (Agenda Items Only):

Alex Fernandez – 418 Snowy Egret

Mr. Fernandez stated that as a property owner and full-time resident, he was very sorry to hear about the Mayor's resignation. He personally thanked the Mayor for his service; he was sure that this was not an easy decision but that he would be missed.

Mr. Fernandez stated that he was not speaking on behalf of the KICA Board but was a Board Member. He commented on Council Member Berner's reference to calling security, stating that KICA security was not a police force and was there to assist residents in an emergency. He indicated that a comment was made in reference to a KICA agreement with the Cape regarding the parking on Oceans Pines. He stated there is a written MOU (Memorandum of Understanding), but there is disagreement on how it is interpreted.

Mr. Fernandez stated that he had been following the work on a tree preservation ordinance for a long time. He was pleased to see the ordinance on the November Planning Commission agenda, but during the discussion, he noted some concerns. He reviewed his concerns with the ordinance and the Planning Commission process.

Perry Molinoff – 10 Blue Heron Pond Road, Preserve Kiawah

Mr. Molinoff stated that he was pleased to see that the engineer's report on Beachwalker Drive included a site visit and asked when the report would be available to the Community and the specific charge given to the engineer.

Council Members indicated that the report was on the Town's website.

On the early comment by Mayor Pro Tem Heidingsfelder about rezoning Captain Sam's Spit to Parks and Recreation/Conservation, Mr. Molinoff brought on by the expiration of the ARDA or something that could be done just as part of standard procedures.

Mayor Pro Tem Heidingsfelder and Council Member Belt responded by stating that the Town could have rezoned it in the last round of changes but noted that there are some issues with regard to rezoning and the suggestion to take a look at the process to see what legal limitations might exist.

Larry Wolohan – 406 Snowy Egret

Mr. Wolohan endorsed Mr. Fernandez's comments about the Mayor, stating that he has been balanced and considerate over the last few years and would be missed.

Mr. Wolohan stated that at the west end of the Cape project, there seems to be an additional floor of balcony being constructed on the roof and asked if it was permitted.

Mayor Pro Tem Heidingsfelder stated that an entertainment deck was part of the site plan but was not a living space. Ms. Tillerson suggested that the Planning Department could provide a more complete explanation after the meeting.

VII. Presentations & Updates

A. Geoengineering - Frieda McKay

Ms. McKay, a full-time resident on the island, provided a presentation on Geoengineering, which is a blanket term for climate and weather modification. It includes things such as cloud seeding and thinning, carbon capture, and Solar Radiation Management in the form of Stratospheric Aerosol Injections (SAI). She explained that SAI is when aircraft fly up to the stratosphere and upper troposphere and dump or inject aerosols to slow global warming and mitigate climate change. The idea is that the aerosols will reflect the sun's radiation and sunlight back into space and prevent it from hitting the Earth's surface.

Ms. McKay discussed some of the components of the aerosols. A 2016 article stated that adverse public health impacts are to be expected even in the research and development phase, noting there is little known about the toxicity of these aerosols, no consensus regarding acceptable levels of exposure to these aerosols, and there is little to no infrastructure in place to evaluate the impacts of SAI aerosols on public health. She continued with a discussion of the 2009 Congressional Hearing, where experts testified on risks associated with experimenting and researching SAls, the 2021 scientific journal that echoed that all the same risks still existed, and the current administration's congressionally mandated report on Solar Radiation Modification which includes NOAA's Project SABRE.

Ms. McKay Stated that Project SABRE had been going on since 2022 and provided personal images taken since December 2022 documenting the sky over Kiawah Island and Charleston. She further discussed her concerns, the actions to ban SAL and Solar Radiation Management, and what she would like the Kiawah Town leaders to do.

It was suggested that Ms. MaKay make a presentation to the Environmental Committee.

VIII. Old Business: None

IX. New Business:

- A. To Consider Approval of *Ordinance 2024-01* - An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning Ordinance to Establish Tree Preservation and Landscaping Standards– *Public Hearing and First Reading***

Mayor Pro Tem Heidingsfelder made a motion to go into the Public Hearing. Council Member Berner seconded the motion.

Mr. Taylor stated that this process began early in 2023, and in December, the Planning Commission recommended that the Council approve the landscape and tree preservation ordinance. He noted that the Kiawah Island Architectural Review Board (ARB) has principally been the steward of tree removal for Kiawah, but the Planning Commission had the authority to prepare and recommend approval of landscaping and tree preservation standards.

Mr. Taylor clarified that in the Town's current code, three sections minimally address landscape and tree preservation; however, the many benefits yielded by trees and landscaping and how it would be applied across the island were some things the commission considered when preparing the ordinance.

Mr. Taylor reviewed the process, the essential components in framing the ordinance, and the Commission's decision to break it into two phases; the first phase primarily focuses on tree preservation and the second on landscaping standards. The first phase, currently being presented for consideration, was developed by the Tree Preservation Subcommittee, along with input and feedback from the ARB and the design community, and was tested in a number of workshops and public meetings.

Mr. Taylor highlighted the key factors of the proposed ordinance, stating the purpose was to look at tree preservation for Kiawah and ensure that the town now had a stake in ensuring how tree preservation was administered.

Council Members posed questions, provided feedback on the language, and engaged in an in-depth discussion of the concept of the proposed ordinance being "less restrictive" than the ARB and confusion on who, ultimately, the governing body would be.

Mr. Taylor added that the Planning Commission recommended that the Council consider the transition of the current ARB, in addition to creating the preservation board, developing their formal process, and ensuring that this ordinance could be effectively administered.

Following the presentation and discussion, the motion to go into the Public hearing was unanimously approved.

Alex Fernandez – 418 Snowy Egret

Mr. Fernandez indicated that it was his option that the ordinance language has a chapter on pruning, but it needs to be clear if it does or does not cover single-family pruning and when that portion goes into effect. He also commented on the ARB, noting that on many occasions, they are arbitrary, and with this ordinance, there would be a process for approving trees to be removed.

Mayor Pro Tem Heidingsfelder made a motion to come out of the Public Hearing. Council Member Berner seconded the motion, and it was unanimously approved.

Council Member Berner commented that a good thing was that the tree removal or tree plan is going to be part of the site plan application review and approval process, separated and apart from the ARB.

Mayor Pro Tem Heidingsfelder made a motion to approve the first reading of Ordinance 2024-01 - An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning Ordinance to Establish Tree Preservation and Landscaping Standards. Council Member Berner seconded the motion.

Council Member Berner reviewed recommendations for language additions and corrections in the draft's language. There was continued in-depth discussion by Council Members on the proposed ordinance being “less restrictive” than the ARB and that the ordinance should focus on tree removal standards and processes the Town wants to achieve. Council Members also asked for clarification, commented, and suggested modifications to specific language in the draft ordinance, along with recommendations for the second reading. Considering the substantive changes requested, Mr. Wilson suggested that the ordinance have two readings after the changes are made.

Mayor Pro Tem Heidingsfelder made a motion to table the approval of the first reading of Ordinance 2024-01 until the February Council meeting when all the changes have been incorporated. Council Member Belt seconded the motion, and it was unanimously approved.

Mayor Pro Tem Heidingsfelder asked to convey to the members of the Planning Commission his sincere thanks for the hard work put into the ordinance and that despite all the discussion, it was a fundamentally sound document.

B. To Consider Approval of Ordinance 2024-02 - An Ordinance to Amend the Fiscal Year 2023-2024 Budget for the Town of Kiawah Island, South Carolina (7/1/23 through 6/30/24) – First Reading

Mayor Pro Tem Heidingsfelder made a motion to approve the first reading of Ordinance 2024-02 - An Ordinance to Amend the Fiscal Year 2023-2024 Budget for the Town of Kiawah Island, South Carolina (7/1/23 through 6/30/24). Council Member Belt seconded the motion.

Mayor Labriola stated that it was discussed and recommended for approval by the Ways and Means Committee.

Council Member Belt clarified that the budget amendment the Ways and Means Committee considered included new positions and that the Council is not making any decision on approving those positions at this point; this is only the budget authorization. A separate decision would be made as to whether or not to approve each of the positions.

Following the discussion, the motion was unanimously approved.

C. To Consider Approval of Ordinance 2024-03 - An Ordinance to Article 8 - Health and Sanitation, Chapter 1 - General Provisions, Section 8-112 – Yard Debris – First Reading

Mayor Pro Tem Heidingsfelder made a motion to approve the first reading of Ordinance 2024-03 - An Ordinance to Amend Article 8 - Health and Sanitation, Chapter 1 - General Provisions, Section 8-112 – Yard Debris. Council Member Berner seconded the motion.

Council Member Berner recommended a change to the language in the redlined document.

Mayor Pro Tem Heidingsfelder stated that the change would correct a discrepancy between what is stipulated in the solid waste contract and what is in the ordinance. He also noted that his opinion is that about 20% of the landscapers are violating this ordinance by leaving their debris on the side of the road, and the Town pays for the removal.

Council Members recommended additional language modifications in addition to the suggestion to add a fine for the comingling recycling materials with trash.

Following the discussion, the motion with the language modifications was unanimously approved.

D. To Consider Approval of the 2024 Off-Duty Deputy Contract with the Charleson County Sherriif's Office

Mayor Pro Tem Heidingsfelder made a motion to approve the 2024 Off-Duty Deputy Contract with the Charleson County Sheriff's Office. Council Member Berner seconded the motion.

Council Member Belt stated that there was a lengthy discussion during the Ways and Means Committee meeting regarding the reduction in the hours provided by contracted deputies over the last few years, and have directed staff to take a look at whether increasing the level of compensation might be able to enhance our ability to attract more deputies to be willing to provide services on Kiawah.

Following the discussion, the motion was unanimously approved.

E. 2024 Committee Appointments
- Arts & Cultural Events Council

Council Member Berner made a motion to re-appoint the current members of the Arts & Cultural Event Council. Mayor Pro Tem Heidingsfelder seconded the motion, and it was unanimously approved.

- Audit Committee

Council Member Berner made a motion to re-appoint the current members of the Audit Committee. Mayor Pro Tem Heidingsfelder seconded the motion.

Council Member Belt questioned if there was a Town policy about residents or homeowners serving on multiple committees, particularly multiple ones with critical roles. Ms. Tillerson indicated that nothing in the charter prohibits that, and appointment was at the Council's discretion.

Following the discussion, the motion was unanimously approved.

Because of the length of the Town Council meeting, Council considered deferring items F, G, and H, noting that items G & H were discussions of referring those items to the Planning Commission. Mayor Pro Tem Heidingsfelder stated that item H was no longer relevant as a discussion because the intent was already covered in the Town ordinances, and discussing items F and G would be relatively easy. On item F, there was a consensus among some of the members about what we wanted to do. Item G is in reference to proposed changes to Section 12 of the Municipal Code that he and Council Member Belt had been working on and recommending to the Planning Commission for their review and decide if it should be brought back to the Council for consideration.

F. Discussion and Amendment to the Planning Commission and Board of Zoning and Appeals Charters regarding Term Limits.

Mayor Pro Tem Heidingsfelder proposed the introduction of term limits for the members of the Planning Commission and the Board Of Zoning Appeals (BZA) by limiting the terms, which are currently four years,

for each volunteer member to either eight years (2 terms) or twelve years (3 terms). The members having already exceeded either would be allowed to finish their term but would not be available for reappointment. Council Members Belt and Berner supported the term limits, preferring a two-term limit.

Mayor Pro Tem Heidingsfelder made a motion for a three (3) four-year term limit for the Planning Commission and a three (3) three-year term limit for the BZA. Council Member Berner seconded the motion.

Council Member Belt proposed amending the motion to a two (2) four-year term limit for the Planning Commission. Ms. Tillerson stated that since the terms are part of the zoning code, any changes would have to be by ordinance and that an exception could be added if, for some reason, the Council would want to extend a member's term.

Council Member Belt made a motion to amend the limits to a two (2) four-year term limit for the Planning Commission and a three (3) three-year term limit for the BZA.

Further discussion included that members would be eligible to reply after one to two years.

Ms. Tillerson recommended that because this will be coming back to the Council in February as an ordinance, all that is required is to direct staff to what the members would like to consider. Mayor Labriola indicated that a three (3) four-year term limit for the Planning Commission and a three (3) three-year term limit for the BZA would be considered.

G. Discussion and Recommendation to the Planning Commission to Review and Discuss Possible Changes to the Zoning Ordinance, Specifically Sections 12-106. (2)a. - Temporary Uses; and Section 12-162. - Site Plan Review

Mayor Pro Tem Heidingsfelder indicated that he would send the latest version of the suggested changes to Ms. Tillerson to forward to the Planning Commission.

~~**H. Discussion and Recommendation to the Planning Commission to Review and Discuss Possible Changes to the Zoning Ordinance, Specifically Article III. Subdivision Regulations and Article V. Road Code**~~

X. Council Member Comments:
None

XI. Citizens' Comments:

Larry Wolohan – 406 Snowy Egret

Mr. Wolohan stated that he had not received a follow-up from Mr. Taylor on his comment on the additional floor and asked if someone would comment. Ms. Tillerson indicated that Mr. Taylor would be available to talk with him immediately following the meeting.

Mr. Wolohan again commented on the Town investing over 95% of its cash investments in one entity, the South Carolina local government investment pool. He expressed concerns that their accounts are unregulated and that there is no financial support for the investments by the state government in the event of failure, fraud, or manipulation of investments.

Ms. Tillerson stated that the investment topic would be discussed at the February Retreat and engaging a financial advisor.

Mark Premar – 80 Dungannon Road

Mr. Premar thanked the Mayor for his service. Speaking as a person who has been around a while, there are a lot of criteria one could use to assess a person, and one of those is if the person is the same in

private as they are in public, and the Mayor has honored that for the community. Also, the greatest compliment he can give to someone is that you make a difference, and you have made a difference in our community, so thank you.

XII. Adjournment:

Mayor Labriola adjourned the meeting at 4:11 pm.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date

DRAFT



TAB 4

TOWN COUNCIL

Agenda Item



TAB 5

TOWN COUNCIL

Agenda Item

TOWN COUNCIL
SPECIAL CALL HEARING
Municipal Center Council Chambers
February 6, 2024; 11:00 am

AGENDA

I. Call to Order: *Mayor Labriola called the meeting to order at 11:00 am.*

II. Roll Call:

Present at the Meeting:

John D. Labriola, *Mayor*
Michael Heidingsfelder, *Mayor Pro Tem*
Russell Berner, *Council Member*
Brad Belt, *Council Member*
Madeleine Kaye, *Council Member*

Also Present:

Stephanie Tillerson, *Town Administrator*
Joe Wilson, *Town Attorney*
Jan Fox, *Short-Term Rental Compliance Clerk*
Dr. Solomon David, *Property Owner*

III. New Business:

A. Rehearing and Reconsideration of Previously Denied Appeal for 3528 Shipwatch Road

Ms. Fox presented the evidence by stating that Dr. David hired a rental company, VACASA Vacation Rentals, to advertise and rent his property at 3528 Ship Watch Road. On May 16th, while looking over rental advertisements, she noted that VACASA had a number of properties they were advertising that did not have an active rental license. She then reached out to VACASA to advise them about the properties being advertised without a license.

When checking again on May 30th, VACASA had not taken down the advertisement or renewed the rental license for the property at 3528 Ship Watch Road. At that time, the first ticket in violation of advertising without an active license was issued and sent to VACASA, with a copy sent to Dr. David. She noted that VACASA received and paid for the ticket, but the copy sent to Dr. David was undeliverable.

On May 27th, the rental license had still not been renewed, and a Code Enforcement Officer was sent to check the property. The Officer got pictures of seven-day passes in cars that were issued to renters, which verified that VACASA was renting the property after being notified by email that they were not to advertise or rent without an active license, so the second ticket was issued on May 30th. In addition to verifying that Dr. David did receive the copy of the second ticket, she contacted him to explain how serious the problem was since two tickets had been issued and one more ticket would jeopardize his license. On June 2nd, another seven-day pass was issued for renters, so the third ticket was issued.

Ms. Fox summarized that VACASA had two seven-day passes issued, and they also continued to advertise the property despite being continuously told that they were not allowed to advertise or rent the property without an active license. She noted that VACASA was found guilty when they paid fines for each of the tickets issued, jeopardizing Dr David's license.

The original Town Council Hearing was on September 5, 2023; the revocation decision was appealed in writing on October 6, 2023. Dr. David appealed for a rehearing at the December 5th Town Council meeting, which was scheduled for February 6th. None of the facts have changed since the original

hearing, but since the first decision was made, Dr. Solomon provided all of the email conversations he had with VACASA as proof that he was trying to work on getting the issue resolved.

Council Member Belt verified that the property had been continuously rented during the time in which the tickets were issued despite being notified of the violations and up until the renovation on September 7th, but had not been rented five months following the revocation.

Mayor Pro Tem Heidingsfelder clarified that the first letter sent by certified mail to Dr. David was undeliverable, questioning that there should have been a notification left in his mailbox. Council Member Belt clarified that the property had also been rented after failing an inspection. Ms. Fox stated that the property failed an inspection on April 20th; a re-inspection was not scheduled until June 1st but passed the inspection at that time.

Mr. Wilson added that when a property owner is notified and has appealed the revocation of a license, it is the recommendation that the property can be rented until that appeal hearing.

Dr. David began by stating that he usually receives certified mail without any issue and was unaware of what was happening until he received an email from Ms. Fox. He continued by providing background on the purchase and renovation of the property, which included pulling the proper permits. Noting that VACASA is a nationwide company, they knew the process that needed to be followed, and he, like many other property owners on the island, trusted the property management company to do their job.

Dr. David stated that he was unaware of any issues until he received the second ticket for the rental license not being in place. He was also surprised by the notification that the property had failed the inspection. He clarified that the property failed the inspection because VACASA did not let the inspector into the unit, not because of any issues with the unit itself. Following the notification, he immediately emailed VACASA, asking them to comply with the compliance rules and regulations. They responded that they were going to take care of everything, including the fines, and that he did not need to worry. Shortly thereafter, he received the third ticket and sent the entire month of May emailing back and forth with VACASA, asking and pleading with them to do what he had hired them to do. Dr. David stated that he fired VACASA as the management company.

Dr. David stated that he was unable to attend the September 7, 2023, appeal hearing due to the death of his father and having to take care of family issues. He tried sending a letter explaining everything in addition to VACASA's representation, but the rental license was revoked for one year. In the month following the appeal hearing, he attended a Town Council meeting to provide the detailed explanation he was unable to give at the appeal hearing. He then realized that his emails were not part of the evidence package, which he sent to Council Members, and at the next meeting he attended, he was given the opportunity to have his appeal reheard.

Dr. David stated that he was at this hearing because he trusted a nationwide company to do their job. They did not, yet he, as the homeowner, is the only one being punished, and there is no penalty for VACASA for their inaction. He hoped that moving forward, the Council put in place some regulations to also hold management companies responsible.

Council Member Belt asked when Dr. David terminated the contract and if he had pursued a break-of-contract claim against VACASA, with Dr. David responding that the contract did not allow him to pursue a claim against them.

Council Member Berner stated that the emails showed that VACASA was not responsive to resolving the issues and referenced an email written by Ms. Fox, which lists six or seven other properties in addition to Dr. David's, where VACASA had failed to obtain a rental license. It shows that this is not an isolated case and VACASA's complete failure to take care of its clients, and questioned if there were more. Ms. Fox stated that VACASA had obtained the rental licenses, which included late fees for all the other properties listed.

Council Member Belt asked who was responsible for the enforcement of Article 4 of the Municipal Code, Finance and Taxation, which includes the issuance, denial, and revocation of business licenses. Receiving the response that it would be the Finance Director, Ms. Szubert, he reviewed the article. He asked if she should be looking at the issues with VACASA and potentially denying or revoking the license given what appear to be numerous violations of ordinance requirements.

Council Member Kaye inquired as to the status of the property and the estimated loss of revenues over the past several months. Dr. David stated that the property is currently empty and that he estimates that there was about \$25,000.00 in lost revenues.

Mayor Pro Tem Heidingsfelder asked for clarification from Mr. Wilson on whether VACASA could be held responsible in Dr. David's situation. Mr. Wilson and Ms. Tillerson explained that they could not be held responsible for this particular procedure, but any business entity operating on the island is subject to a revocation hearing. As long as it falls into one of the categories for revocation of licensees under the existing ordinance, the revocation process can be initiated.

Council Member Belt stated that he was sympathetic to what had transpired but respectfully disagreed with Dr. David's expressed view that he was not responsible for the management company. He stated that the owner is responsible for its agents, and the most appropriate response would be to pursue a potential cause of action against that agent.

Mayor Pro Tem Heidingsfelder made a motion to change the revocation from twelve months to six months, allowing rentals after March 8, 2023. There was no second, so the motion failed.

Council Member Berner made a motion to reinstate the rental business license as of today. Council Member Kaye seconded the motion.

Mayor Pro Tem Heidingsfelder cautioned that in reinstating the rental license, this quickly Council is potentially setting a precedent for future cases.

Following the discussion, the motion was approved by a 4 to 1 vote, with Mayor Pro Tem Heidingsfelder voting "No."

IV. Adjournment:

Mayor Labriola adjourned the meeting at 4:11 pm.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date

SPECIAL CALL TOWN COUNCIL

Municipal Center Council Chambers

January 24, 2024, 1:00 pm

Minutes

I. Call to Order: Mayor Labriola called the meeting to order at 1:00 pm.

II. Roll Call:

Present at the Meeting: John D. Labriola, Mayor
Russell Berner, Council Member

Present Via Zoom: Michael Heidingsfelder, Mayor Pro Tem
Brad Belt, Council Member

Also Present: Stephanie Tillerson, Town Administrator
Joe Wilson, Town Attorney
Ross Appel, Attorney

III. Citizens' Comments (Agenda Items Only):

None

Council Member Berner made a motion to go into Executive Session to receive legal advice regarding the 2013 Amended and Restated Development Agreement and Captain Sam's Spit pursuant to South Carolina Code Section 30-4-70(a)(2). Mayor Pro Tem Heidingsfelder seconded the motion, and it was unanimously approved.

IV. Executive Session:

A. Executive Session to receive legal advice regarding the 2013 Amended and Restated Development Agreement and Captain Sam's Spit pursuant to South Carolina Code Section 30-4-70(a)(2).

Council Member Berner made a motion to come out of the Executive Session. Mayor Pro Tem Heidingsfelder seconded the motion, and it was unanimously approved.

Mayor Labriola stated that no decisions were made and no actions were taken during the Executive Session.

V. New Business:

A. Town Council May Consider the Approval of an Action on the 2013 Amended and Restated Development Agreement (ARDA) and Captain Sam's Spit.

Mayor Pro Tem Heidingsfelder apologized for the length of the Executive Session, stating that it took some time to debate this very complicated issue. He noted that very valuable advice was received from legal counsel as it related to Captain Sam's Spit and that there was a very productive discussion, with no decisions made.

Mayor Pro Tem Heidingsfelder made a motion to authorize legal counsel Ross Appel to pursue the Town's rights with regard to Captain Sam's Spit as outlined in the ARDA, specifically with regard to pursuing all the obligations of the property owner for transferring all portions of Sam's Spit to the Kiawah Island Community Association (KICA), including the necessary deed restrictions to put the land into conservation. Council Member Belt seconded the motion.

Council Member Belt stated that the action being taken is in consideration of the advice received from counsel, the demand letter previously submitted by the KICA to the property owner with regard to the rights and obligations within the ARDA, the opinion of the general counsel South Carolina Environmental Law Project, and the letter received from the Kiawah Island Conservancy Board supporting the Town's position. He felt it was the appropriate action and supported the motion.

Following the discussion, the motion was unanimously approved.

VI. Council Member Comments:

None

VII. Citizens' Comments:

None

VIII. Adjournment:

Mayor Labriola adjourned the meeting at 3:11 pm.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor



TAB 6

TOWN COUNCIL

Agenda Item

WORK IN PROGRESS

I apologise.....The minutes for this Tab are being completed and will be sent electronically and posted once they have been reviewed.

Thank you, Petra



TAB 7

TOWN COUNCIL

Agenda Item

SPECIAL CALL TOWN COUNCIL
Municipal Center Council Chambers
February 7, 2024, 11:00 am

Minutes

I. Call to Order: *Mayor Labriola called the meeting to order at 11:00 am.*

II. Roll Call:

Present at the Meeting:

John D. Labriola, *Mayor*
Michael Heidingsfelder, *Mayor Pro Tem*
Russell Berner, *Council Member*
Brad Belt, *Council Member*
Madeleine Kaye, *Council Member*

Also Present:

Stephanie Tillerson, *Town Administrator*
Joe Wilson, *Town Attorney*
Ross Appel, *Attorney*

III. Citizens' Comments (Agenda Items Only):

Donna Wyndham – Kiawah Conservancy

Ms. Wyndham stated that each Council Member received a copy of the letter the Conservancy delivered to the Mayor today and requested it to be made part of the public record. The Conservancy is encouraging the council to enforce the Amend and Restated Development Agreement (ARDA), which will give the Conservancy its due rights as a third party mentioned in the ARDA to have the highland out under a conservation easement. She stated that if the Council goes the route of rezoning, she asked that Mr. Bundrick, Senior Conservation Specialist, have the opportunity to speak to it.

Mr. Bundrick stated that he would be speaking regarding the discussion at today's meeting and the discussion at the March 5th meeting regarding the Planning Commission rezoning Captain Sam's Spit. Currently, Captain Sam's Spit is zoned R-1 residential, and the planned discussion is to rezone it to Parks and Recreation/Open Space. He reviewed the concerns with the permitted uses and the lot coverage allowed under that specific zoning, as well as the obligation under the ARDA to place it under a conservation easement to restrict the highlands to unbuildable areas. He believed that the best option is to put it under a Conservation District, which disallows the ability to build on the lot. However, a permanent restriction on the property would meet the needs of the obligation in the ARDA.

Mayor Labriola asked what the difference was between a Conservation District and a Conservation easement. Mr. Bundrick stated that the Council has the ability to rezone the lot to a Conservation District (KC), which is a zoning classification that protects and preserves areas, but there is the potential of being changed to a different permitted use in the future. A Conservation Easement, which is recorded with Charleston County, makes conservation permanent.

Council Members further discussed the rezoning options, noting that the preferred zoning was KC, but the only way to permanently protect the highlands of the Spit would be through a Conservation Easement and the position of the Conservancy.

Ms. Wyndham noted that Mr. Bundrick's baseline document report, which was also distributed, is very thorough and included information very pertinent to making these decisions. She stated that

this is the most significant and sensitive property, possibly in South Carolina, and the Council has the opportunity to preserve it.

Council Member Belt asked the Conservancy letter and full easement report be entered into the record.

Council Member Berner made a motion to go into Executive Session to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam's Spit and to Discuss New Lawsuits Regarding Rezoning. Mayor Pro Tem Heidingsfelder seconded the motion, and it was unanimously approved.

IV. Executive Session:

- A.** Executive Session Pursuant to South Carolina Code Section 30-4-70(a)(2) to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam's Spit and to Discuss New Lawsuits Regarding Rezoning.

Council Member Belt made a motion to come out of the Executive Session. Council Member Berner seconded the motion, and it was unanimously approved.

Mayor Labriola thanked the staff and Board of the Kiawah Conservancy for the well-prepared document they presented. He stated that during the Executive Session, no decisions were made, and no actions were taken.

V. New Business:

- A.** Town Council may Consider the Approval of an Action on either Executive Session Item.

Mayor Labriola stated that no action would be taken on either Executive Session Item.

VI. Council Member Comments:

None

VII. Citizens' Comments:

None

VIII. Adjournment:

Council Member Berner made a motion to adjourn the meeting at 1:18 pm. Council Member Kaye seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date



TAB 8

TOWN COUNCIL

Agenda Item

SPECIAL CALL TOWN COUNCIL
Municipal Center Council Chambers
February 21, 2024, 9:00 am

Minutes

I. Call to Order: *Mayor Labriola called the meeting to order at 9:00 am.*

II. Roll Call:

Present at the Meeting: John D. Labriola, *Mayor*
Brad Belt, *Council Member*
Madeleine Kaye, *Council Member*

Present via Zoom: Michael Heidingsfelder, *Mayor Pro Tem*
Russell Berner, *Council Member*
Joe Wilson, *Town Attorney*

Also Present: Stephanie Tillerson, *Town Administrator*
Ross Appel, *Attorney*
Mac McQuillin, *Attorney, HSB*

III. Citizens' Comments (Agenda Items Only):
None

IV. New Business:

A. To Consider Approval of the Barrier Island Ocean Rescue Contract Amendment for STR Code Enforcement Services

Mayor Labriola stated that there were a number of questions not on the extension but related to the contract itself, and a great deal of information was shared back and forth to answer them.

Mayor Pro Tem Heidingsfelder made a motion to approve the Barrier Island Ocean Rescue one-year contract extension for STR Code Enforcement Services. Council Member Berner seconded the motion.

Council Member Belt stated that he appreciated all the follow-up from Barrier Island Ocean Rescue on the questions raised.

Following the comments, the motion was unanimously approved.

B. To Consider Approval of the Engagement and Appointment of Haynsworth Sinkler Boyd as the Next Town Attorney

Mayor Labriola stated that the approval of the engagement was a recommendation by the Ways and Means Committee.

Council Member Kaye made a motion to approve the engagement of Haynsworth Sinkler Boyd as the Next Town Attorney. Council Member Belt seconded the motion.

Council Member Belt stated that being approved was the Ways and Means Committee's recommendation to approve Haynsworth Sinkler Boyd's engagement subject to a standard

engagement letter the firm will provide to the Town. Revisions to the Town Attorney contract will follow that.

Council Member Belt made a motion to approve the engagement of Haynsworth Sinkler Boyd as the Next Town Attorney. Council Member Berner seconded the motion.

Council Member Berner stated that HSB (Haynsworth Sinkler Boyd) is a very impressive firm with extensive experience, having a large staff including attorneys experienced in Municipal, Environmental, and Real Estate law. He also noted that the attorney interview was quite impressive and could easily take on any future adversaries; therefore, the selection of this firm was simple.

Following the discussion, the motion was unanimously approved.

Council Member Kaye made a motion to go into the Executive Session to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam's Spit. Mayor Pro Tem Heidingsfelder seconded the motion, and it was unanimously approved.

V. Executive Session:

A. Executive Session Pursuant to South Carolina Code Section 30-4-70(a)(2) to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam's Spit.

Mayor Pro Tem Heidingsfelder made a motion to come out of the Executive Session. Council Member Belt seconded the motion, and it was unanimously approved.

Mayor Labriola stated that during the Executive Session, there was a very long discussion with Counsel; no decisions were made or actions were taken. Town Council will reconvene on Monday, February 26th at 8:00 am to continue evaluation of a number of issues.

VI. New Business:

A. Town Council may Consider the Approval of an Action on the 2013 Amended and Restated Development Agreement and Captain Sam's Spit. ***No action was taken.***

VII. Council Member Comments: None

VIII. Citizens' Comments: None

IX. Adjournment:

Mayor Labriola adjourned the meeting at 11:25 am.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date



TAB 9

TOWN COUNCIL

Agenda Item

SPECIAL CALL TOWN COUNCIL
Municipal Center Council Chambers
February 26, 2024, 8:00 am

AGENDA

I. Call to Order: *Mayor Labriola called the meeting to order at 9:00 am.*

II. Roll Call:

Present at the Meeting: John D. Labriola, Mayor
Russell Berner, Council Member
Madeleine Kaye, Council Member

Present via Zoom: Michael Heidingsfelder, Mayor Pro Tem
Brad Belt, Council Member
Joe Wilson, Town Attorney
Ross Appel, Attorney
Stafford McQuillin - HSB -Town Attorney

Also Present: Stephanie Tillerson, Town Administrator

III. Citizens' Comments (Agenda Items Only):

Maura McIlvain – 146 Blue Heron Pond Road

Ms. McIlvain stated that there had been extensive discussion of the ARDA (Amended and Restated Development Agreement), and it would be discussed again today, so in advance of the discussion, she stated that in every contract, there are considerations. The delivery of the properties and honoring the agreement are all part of the deal and a substantial part of what the Town was supposed to get in the deal.

Ms. McIlvain also stated there had been many discussions on legal fees, pointing out that in the ARDA, the prevailing party gets their legal fees back from the other party.

Council Member Berner made a motion to go into the Executive Session to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam's Spit. Council Member Belt seconded the motion, and it was unanimously approved.

IV. Executive Session:

A. Executive Session Pursuant to South Carolina Code Section 30-4-70(a)(2) to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam's Spit.

Council Member Berner made a motion to come out of the Executive Session. Mayor Pro Tem Heidingsfelder seconded the motion, and it was unanimously approved.

Mayor Labriola stated that during the Executive Session, there was a very long discussion with Counsel; no decisions were made, and no actions were taken.

V. New Business:

- A.** Town Council may Consider the Approval of an Action on the 2013 Amended and Restated Development Agreement and Captain Sam's Spit.

Council Member Berner made a motion to have legal counsel send an email to the AG and other state-involved entities regarding Kiawah's position towards Captain Sam's Spit and the ARDA. Council Member Kaye seconded the motion, and it was unanimously approved.

VI. Council Member Comments:

Council Member Belt stated that the action taken in Council Member Berner's motion was in response to the article published in the Post and Courier regarding Sam's Spit last week.

Mayor Pro Tem Heidingsfelder noted that this was just the first step, with more steps to follow.

VII. Citizens' Comments:

Maura McIlvain – 146 Blue Heron Pond Road

Ms. McIlvain assumed that since the letter was from the Council to the AG, it would be published to the Community. Ms. Tillerson responded that the attorney would have to be consulted.

VIII. Adjournment:

Mayor Pro Tem Heidingsfelder made a motion to adjourn the meeting at 9:42 am. Council Member Berner seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date



TAB 10

TOWN COUNCIL

Agenda Item

Town of Kiawah Island

Proclamation

Celebrate Kiawah Shorebird Week

WHEREAS, Kiawah Island's beach and coastal environment provides important habitat for a wide diversity of shorebirds; and

WHEREAS, Kiawah Island is fortunate to have 45 species of shorebirds and seabirds that depend on our island for survival; and

WHEREAS, the Red Knot and the Piping Plover are listed as endangered or threatened species and protected by state and federal laws; and

WHEREAS, results of recent research have shown Kiawah Island to be critically important to the survival of the Red Knot; and

WHEREAS, shorebirds across the board have declined by 70 - 85% in the last 40 years; and

WHEREAS, the Town of Kiawah Island wishes to recognize the conservation efforts of the Kiawah Island Shorebird Stewardship Program for their protection and preservation of the shorebirds on Kiawah Island; and

WHEREAS, the Town of Kiawah Island wishes to encourage residents and guests to appreciate Kiawah's shorebirds, and recognize that they need our island to nest, rest, and feed.

NOW, THEREFORE, I, John Labriola, by virtue of the authority vested in me as Mayor of the Town of Kiawah Island, do hereby proclaim March 24 to March 30, 2024, as:

Celebrate Kiawah Shorebirds Week

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of March 2024, in the Town of Kiawah Island, South Carolina.

Honorable John D. Labriola
Mayor, Town of Kiawah Island



TAB 11

TOWN COUNCIL

Agenda Item

Town of Kiawah Island Zoning Ordinance Amendment Request

Case AZO23-000004 History

Planning Commission Meeting: December 6, 2023
Public Hearing and First Reading: January 10, 2024
2nd Public Hearing and First Reading February 6, 2024
Second Reading: March 5, 2024

CASE INFORMATION

Applicant: Town of Kiawah Island

Application: The Town of Kiawah is requesting to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to establish tree preservation and landscaping standards. The purpose of the proposed amendments are to provide tree preservation and landscaping standards for all properties within the Town of Kiawah Island's municipal boundaries in order to consistently preserve and enhance Kiawah's natural environment and to protect significant trees and forests for present and future generations. The proper care of trees, shrubs and other landscape plants is important to the implementation of this ordinance. It is the expectation that property owners, tree care professionals and design professionals utilize industry best practices in providing the proper care of trees for the overall health of the environment.

The Planning Commission began this process by establishing a subcommittee to focus on formalizing tree preservation standards for the Town of Kiawah Island. The Tree Preservation Subcommittee set a priority to focus on tree preservation standards for Phase One with the intent to also develop landscape standards in the next phase of this proposed ordinance.

The proposed ordinance format, structure and factors considered were reviewed based on issues relevant to the Kiawah community as existing tree preservation community concerns, overall permitting process, staff resources, implementation of the ordinance and the development process timeline. Additionally, Kiawah's Grow Native program was an important factor considered to help promote native species benefiting Kiawah's wildlife.

Key Factors of the Proposed Ordinance:

The proposed ordinance:

- a) Introduces tree preservation standards with mitigation standards for tree removal for the Town of Kiawah Island. This grants the Town the ability to administer tree removal. This does not prevent or excludes the rights for the KIARB to continue to administer tree removal under their guidelines. A property owner would need to also comply with the Town's standards now.
- b) Is principally applicable to all developments excluding single-family residential developments. Through the process of developing the draft ordinance for recommendation, the Planning Commission responded to concerns and admiration of the current review process specifically for single family residential. However, this is with the intent that the Town will determine the appropriate time if and when in the future, single-family residential developments would also need to comply with the ordinance.
- c) Is folded into the current Site Plan Review Process where a Tree Survey, Tree Preservation Plan and or Landscape Plan would be submitted along with site package for development for review.
- d) Exempts routine tree maintenance / pruning. The ordinance would not restrict routine maintenance of trees. The proposed ordinance intent does include the proper care for trees.

- e) Introduces a Landscape and Tree Preservation Board for additional layer of review and mechanism for relief from standards if needed.
- f) Aims to avoid duplication of processes to not significantly impact permitting/construction timeline resulting in delay.
- g) Defines additional key terms related to trees.
- h) Promotes Kiawah's Grow Native initiative.

As part of the process, the subcommittee met early on with Jim Jordan, TOKI Wildlife Biologist, to better understand Kiawah's Grow Native, Wildlife and Invasive species. *Designing with Nature* and various jurisdictions tree preservation ordinances were reviewed for understanding and compatibility.

An ordinance implication analysis was conducted several times prior to the Planning Commission's recommendation. This analysis was completed with Jennifer Hayes, Kiawah Island Architectural Review Board's Landscape Coordinator. This analysis allowed the Planning Commission to understand implications of the ordinance if the proposed ordinance became effective.

Design Community Input: Town staff held multiple workshops to present the proposed amendments. All landscape architects, architects, tree care and lawn maintenance companies and builders with a valid Town of Kiawah Island business license were notified of the workshops. Public workshops were held on November 8, 2023, November 18, 2023 and November 29, 2023. The workshops provided a dialogue medium for the design community to express concerns and make suggestions to improve the proposed ordinance.

Town staff has held multiple workshops to present the proposed amendments. All landscape architects, architects, lawn maintenance companies and builders with a valid Town of Kiawah Island business license were notified of the workshops. Public workshops were held on November 8, 2023, November 18, 2023 and November 29, 2023. Public comments received are included in the supplementary packet of materials.

Please see exhibits attached for the proposed language of the requested amendment. These include:

(Sec. 12-129. *Tree Preservation and Landscape Standards*) *new section

(Sec. 12-24.1 *Landscape and Tree Preservation Board*) *new section

(Sec. 12-162. *Site Plan Review*) *amended section.

(Sec. 12-165. *Zoning Permits*) *amended section.

(Sec. 12-374. *Definitions*) *amended section.

RECOMMENDATION BY THE PLANNING COMMISSION

Pursuant to §12-158(3) of the *Land Use Planning and Zoning Ordinance* "The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission's recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of Planning Commission members present, and voting shall be required to approve the amendment."

DECISION ON AMENDMENT BY THE TOWN COUNCIL

Pursuant to §12-158(5) of the *Land Use Planning and Zoning Ordinance* "After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications, or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present, and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text

amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.

APPROVAL CRITERIA AND APPLICANT'S RESPONSE

Pursuant to §12-158(6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

a. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;

The proposed amendment is consistent with the purposes and intent of the Town's Comprehensive Plan, where the proposed amendment aims to *"complete the Island's development in a way that maintains the Island's environmental integrity and natural beauty"* and *"maintains the existing quality of the natural resources on Kiawah Island."*

b. The proposed amendment is consistent with the purposes and intent of this article;

The proposed amendment is consistent with the purpose and intent of the Land Use Planning and Zoning Ordinance. The proposed amendment considers the conservation of land and building values, promotes desirable living, and implements land use policies that will preserve the natural character of the Town as outlined within this article.

c. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;

The proposed amendment acknowledges the many benefits of trees for the environment. The proposed amendment furthers the general health, safety and welfare of the Town of Kiawah Island by establishing tree removal and mitigation standards for the Town's development review process.

d. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.

The Town does not currently have a tree preservation ordinance. Historically the Town has relied on the Kiawah Island Architectural Review Board for tree removal. The proposed text amendment establishes minimum tree removal and mitigation standards for the Town to administer, providing the Town of Kiawah greater oversight to how trees are preserved. As many communities do, the Town at this time finds it critical to incorporate tree preservation standards. The application of this proposed ordinance helps meet a challenge to have required minimum tree removal standards on Kiawah independent of any other review entity.

Planning staff finds the proposed amendment satisfies the criteria and recommends approval pursuant to §12-158(6).

PLANNING COMMISSION MEETING

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

On December 6, 2023, the Planning Commission recommended approval of the proposed zoning text amendments. The proposed ordinances were recommended approval with the following votes:

(Sec. 12-129. Tree Preservation and Landscape Standards) recommended approval by a vote of 6-1.
(Sec. 12-24.1 Landscape and Tree Preservation Board) recommended approval by a vote of 7-0.

(Sec. 12-162. Site Plan Review) **recommended approval by a vote of 7-0.**
(Sec. 12-165. Zoning Permits) **recommended approval by a vote of 6-1.**
(Sec. 12-374. Definitions) **recommended approval by a vote of 7-0**

Along with the recommendation, the Planning Commission discussed understanding the implications of the next iteration of a review body for architectural standards on Kiawah Island on how it may or may not influence future town standards. The Planning Commission also discussed and highlighted the importance of adequate resources in staff to ensure implementation of the proposed ordinance.

Upon adoption, Planning department would host an open house to review the ordinance with design professionals and property owners.

Additional steps include developing a formal charter and establishing rules of procedure for the recommended Tree Preservation Board.

TOWN COUNCIL MEETING

January 10th Public Hearing & First Reading: Upon public hearing and first reading held on January 10, 2024, Town Council directed staff to make revisions to the proposed ordinance. As a result of substantial revisions to the ordinance, a second public hearing and First Reading was scheduled for February 6, 2024.

February 6th Public Hearing & First Reading: Three public comments were received into the record for the public hearing presenting concerns of the proposed ordinance and requesting exemptions for Single Family Residential or some level of administrative approval for single family development projects. Planning Staff highlights the following substantive revisions and comments provided since Planning Commission Recommendation.

- The ordinance as revised mostly applies to non-single-family developments. With the revisions, single family residential is not exempt. The removal of any Specimen Tree would apply to single-family residential projects. In determining the phased approach of applicability to single-family residential development, planning staff recommends these components to the applicability of the ordinance to single-family residential developments be considered:
 - o The structure and review procedures of the Kiawah Island Architectural Review Board be solidified, to ensure processes are best aligned and does not create unintended consequences to the overall development process.
 - o Phase II of incorporated landscape standards are drafted and adopted. Tree preservation and landscape standards impact the overall timeline for the design process. This allows a trial period of the current ordinance which focuses on tree preservation to be properly evaluated with design teams.
 - o Ordinance effective date must align with establishment and training of newly established Landscape and Tree Preservation Board.
- The Tree Preservation Board review and authority for the removal of all Specimen Trees.
- The removal of Specimen Trees on golf courses is not exempt from the ordinance.
- Penalty for violation of this ordinance refined to identify per tree penalty fee of \$1,080.00 and required mitigation.
- A tree survey shall be required for major improvements as defined by Table 4I. Tree Survey, Preservation and Landscape Plan Submittal Requirements.

Town Council voted approval on first reading of this ordinance by a vote of 5 to 0.

Town Council second and final reading is scheduled for March 5, 2024.

Next Steps:

The Planning Department will prepare for Phase II which focuses on incorporating landscape standards. A subcommittee of the PC will focus on ensuring the framework and drafted language is compatible to Kiawah standards and the intent aligns with the purpose and intent of the new tree preservation standards similarly to the foundation of Phase I. The review of landscaping standards is also incorporated within the department's proposed RFP scope to ensure consistency across the code.

Single family residential developments are currently exempt excluding the removal of Grand Trees which require approval by the Tree Preservation Board. After six months of Phase I enacted, planning staff and the Planning Commission will assess the effectiveness of the ordinance along with implications. The first consideration subsequently would be that of only new construction SFR developments would be required to submit tree preservation plans for review and approval pursuant to the ordinance. After one year of enactment with the addition of Phase II Landscape Standards, staff and the Planning Commission will reassess to determine whether any other elements of review or amendments are necessary specifically metrics for single family residential development.

Suggested timeline of single-family residential applicability:

- 1) Upon adoption, Specimen Tree removal for SFR would not be exempt from the ordinance.
- 2) Upon adoption, planning staff and Planning Commission will conduct a six-month assessment of current ordinance to assess the implication of design and permitting process. This assessment should also be inclusive of proposed Landscape Standards part of Phase II.
- 3) After a six month assessment, staff will present for recommendation the incorporation of any new amendments including new construction SFR developments which would be subject to standards of Table 4J. The Planning Commission should utilize the assessment to make a determination on the incorporation of new construction or other review metrics. The Planning Commission should also consider the impacts of any changed condition as it pertains to the transition of the Kiawah Island Architectural Review Board.
- 4) Phase II – Landscape Standards (Planning Commission Recommendation, Town Council Adoption)
- 5) Upon adoption of the proposed landscape standards, planning staff and the Planning Commission shall complete a twelve-month assessment of the comprehensive Landscape and Tree Preservation Ordinance.

Planning staff has scheduled an open house with the community including design teams and property owners upon adoption to share the ordinance and new standards. March 15th.

Formally establish Charter and Rules of Procedure for recommended Landscape and Tree Preservation Board for approval. TPB Charter to be adopted by Resolution scheduled for March 5, 2024. Established Landscape and Tree Preservation Board will adopt rules of procedure.

Modify Planning Fee Schedule to incorporate applicable application fee and fines. Fee schedule to be adopted by Resolution scheduled for March 5, 2024.

Advertisement, recruitment and training of TPB membership will need to occur prior to effective date of the ordinance.

TOWN OF KIAWAH ISLAND

ORDINANCE 2024-01

**AN ORDINANCE TO AMEND CHAPTER 12 - LAND USE PLANNING AND ZONING
ORDINANCE TO ESTABLISH TREE PRESERVATION AND LANDSCAPING STANDARDS.**

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

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to establish landscape and tree preservation standards; and

WHEREAS, the Town of Kiawah Island desires to provide tree preservation and landscaping standards in order to consistently preserve and enhance Kiawah's natural environment and to assure the continuance of significant trees and forests for present and future generations; and

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

WHEREAS, the Planning Commission held a meeting on December 6, 2023 at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

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

WHEREAS, Town Council held a Public Hearing on January 10, 2024 and February 6, 2024 providing the public an opportunity to comment on the proposed amendment.

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Chapter 12 - Land Use Planning and Zoning Ordinance to establish Landscape and Tree Preservation Standards for the Town of Kiawah Island.

Section 2 **Ordinance**

- (1) The Town hereby establishes Section 12-129. Tree Preservation and Landscaping Standards as shown in the attached **"Exhibit A"**.
- (2) The Town hereby amends Section 12-162. Site Plan Review as shown in the attached **"Exhibit B"**.
- (3) The Town hereby amends Section 12-165. Zoning Permits as shown in the attached **"Exhibit C"**.

(4) The Town hereby amends Section 12-374. Definitions as shown in the attached "**Exhibit D**".

(5) The Town hereby establishes Section 12-24.1 Landscape and Tree Preservation Board as shown in the attached "**Exhibit E**".

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 _____, 2024.

John Labriola, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: February 6, 2024

2nd Reading:

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

DRAFT 02.08.2024

Section 12-129. Tree Preservation & Landscaping Standards

Purpose & Intent

The purpose of these regulations is to provide tree preservation and landscaping standards for all properties within the Town of Kiawah Island's municipal boundaries in order to consistently preserve and enhance Kiawah's natural environment and to protect significant trees and forests for present and future generations. The proper care of trees, shrubs and other landscape plants is important to the implementation of this ordinance. It is the expectation that property owners, tree care professionals and design professionals utilize industry best practices in providing the proper care of trees for the overall health of the environment. The intent of these regulations are to:

- a. Preserve the natural character of neighborhoods;
- b. Ensure the health and wellbeing of Kiawah's native trees and maritime forests;
- c. Protect the health and safety of residents;
- d. Protect water quality and minimize stormwater runoff;
- e. Help prevent erosion or flooding;
- f. Promote integrated development with nature to minimize tree loss and environmental degradation;
- g. Establish a minimum standard for tree preservation and mitigation of environmental impacts resulting from tree removal;
- h. Screen noise, dust and glare;
- i. Maintain and or improve aesthetic and property values; and
- j. Promote the planting of native trees and shrubs.
- k. Encourage best practices for proper tree care.

(1) *Applicability & Exemptions.* The provisions of this Article apply to all real property within the municipal limits of the Town of Kiawah Island, excluding single family residential developments, except as otherwise expressly exempted.

- a. The following are exempt from the provisions of this Article:
 - 1. Pruning of trees or shrubs for regular maintenance including dune maintenance

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

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2. The trimming or removal of trees or vegetation for safe sight distance and visibility within or adjacent to a right of way for pedestrian, bicycle and or vehicular travel.
 3. Routine maintenance as pruning and trimming of trees on golf course. The removal of Specimen Trees on golf courses shall not be exempt from the provisions of this Article.
 4. The removal of trees for emergency work
 5. The removal of invasive tree species as defined within this Article.
 6. Tree work completed by utility companies, electric suppliers, or governmental agencies. This Article shall not restrict utility and electric suppliers from maintaining safe clearance around existing utility equipment, and existing easements in accordance with applicable state laws. The siting and construction of future gas, telephone, communications, electrical lines or other utilities shall be exempt from the provisions of this Article provided that the applicable company, supplier or agency has consulted with the Town and received zoning approval from the Planning Director prior to the commencement of construction or major maintenance projects to develop a strategy to:
 - i. Minimize trimming of Protected Trees that do not substantially interfere with the intended purpose of construction or maintenance;
 - ii. Prioritize the protection of Protected Trees as a factor to be considered in the design process;
 - iii. Specify that trees to be removed from the rights-of-way by electric utilities and other utilities may be required to be replaced by such entity.
 7. Nothing in this article shall be construed to prevent the ordinary trimming and maintenance of trees provided that a permit is obtained if required and such trimming is so excessive so as to constitute an abuse as described in this section.
- b. The removal of any Grand Tree on a single-family residential development shall not be exempt from the provisions of this Article.

(2) Required Permit.

- a. No person shall cut down, top, remove, relocate, damage, destroy, or in any manner abuse any Protected Tree or Specimen Tree on any lot or right-of-way unless authorized by the terms of this Article.

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

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- b. The removal of any Protected Tree or Specimen Tree on any site prior to the issuance of a Zoning Permit by the Town of Kiawah Island is prohibited. A Zoning Permit shall be required for the removal, relocation or destruction of Protected Trees or Specimen Trees in accordance with the procedures set out in this Article. Permits for tree removal may be approved when the Planning Director has determined that one or more of the following conditions exist:
1. The tree removal is part of a development plan or site plan for which a Tree Preservation Plan prepared by a licensed surveyor, civil engineer, forester, arborist, or landscape architect has been reviewed and approved pursuant to this Article; or
 2. The tree(s) to be removed has been approved by the Landscape and Tree Preservation Board.; or
 3. The density of trees is great enough that removal of a tree would be beneficial to the overall area and or health of a Protected Tree and or an environment as determined by a certified arborist.
- c. Trees that are determined to be causing structural damage to a structure greater than 200 square feet or sidewalks and driveways, where said damage cannot be remedied without removing the tree may be removed as determined by a certified arborist . When there is a question of whether tree removal is necessary, the Planning Director may require documentation from a certified arborist with Tree Risk Assessment Qualifications that said damage cannot be successfully halted through root pruning and the installation of a root barrier while maintaining the structural integrity of the tree.
- d. An approved Zoning Permit for tree removal may be issued with conditions as determined by the Planning Director or Landscape and Tree Preservation Board.
- e. A permit shall not be required for tree(s) to be removed that have been determined to be dead, diseased, irreparably damaged, hazardous, or clearly causing damage to the property

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

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or injury to a person in the opinion of a certified arborist or Tree Risk Assessment Qualified (TRAQ) Arborist. Notification shall be made to the Town's Planning Department of such condition(s) prior to tree removal.

1. Notification to the Planning Department should include photos of the subject tree(s) and any supporting documentation to describe the conditions.

(3) Tree Surveys, Tree Preservation Plans, and Landscape Plans.

- a. A tree survey showing all existing trees throughout the portion of any site or right-of-way proposed for disturbance and including any area counted as required open space area shall be submitted as part of any site plan for Zoning Permits for new construction, substantial improvements, or renovations; or any preliminary and final subdivision plats in accordance with the requirements below. Tree Survey submittal requirements can be found in *Table 4I. Tree Survey, Preservation and Landscape Plan Submittal Requirements* of this article.

1. Tree surveys shall include the name, phone number, address, signature, and seal of a licensed surveyor, civil engineer, forester, arborist, or landscape architect.
2. The tree survey must be certified and dated within two (2) years of its submittal.
3. A topographical and tree survey must be to an architectural or engineer's scale and is required to show the legal description of the property, including the following:
 - i. Recorded property lines, easements, and setbacks.
 - ii. The topographical contours of the lot, along with spot elevations for existing curbs, the street, and neighboring lot curbing.
 - iii. The location, genus, and species of all oak trees over 3" caliper DBH and other trees more than 6" caliper DBH.
 - iv. Any prominent natural features of the site.
 - v. Adjacent residences with roof heights from mean sea level (MSL), garages, and driveways.

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

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- vi. Current Ocean and Coastal Resource Management's Certified Critical Line which must be certified with five years of submittal.
 - vii. Utility locations
- b. A Tree Preservation Plan is a plan that shows all trees in the area to be developed or within the property, the trees to be protected or preserved, the measures taken to preserve them and those scheduled to be removed, including dead and damaged trees. Tree Preservation Plans may be required to be submitted to meet the requirements of this Article as specified in *Table 4I. Tree Survey, Preservation and Landscape Plan Submittal Requirements*.
1. The Tree Preservation Plan will include calculations to determine the number of replacement trees as required by the tree removal, mitigation, and replacement section of this article and a proposed reforestation landscape plan.
 2. The Tree Preservation Plan shall be developed by a forester, arborist, landscape architect or other horticultural registered professional.
 3. The Tree Preservation Plan shall reflect the applicant's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, and other physical features, so that the fewest Specimen and Protected Trees are destroyed or damaged and to minimize the negative environmental impact to the site.
 4. The Tree Preservation Plan should consider how the subject property along with adjacent properties, tree densities and landscape can contribute to develop and or maintain wildlife habitat.
 5. The Tree Preservation Plan shall consider the grade quality of trees greater than 8" DBH where all Grade A and Grade B trees should be prioritized for preservation.
 6. Required Tree Protection Fencing: Tree protection fencing shall be shown on the plan, placed around all trees designated to be saved, prior to the start of development

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

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activities or grading. Such barriers shall be erected at a recommended minimum distance from the base of Protected Trees according to the following standards:

- i. Tree protection fencing shall be placed at a minimum distance equal to 10 feet from the base of a Specimen Tree. All vegetation on the site that is not impacted by construction shall be protected using tree protection fencing.
 - ii. Tree protection fencing shall consist of barriers approved by the Planning Department (a minimum of 4 feet in height). The Planning Department shall not require that chain link fences be used.
 - iii. Protective barricades shall remain in place until development activities are complete. The area within the tree protection fencing shall remain free of all building materials, stockpiled soil, or other construction debris. Construction traffic, storage of vehicles and materials, and grading shall not take place within the protective areas of the existing trees. Any violations must be addressed immediately, or a stop work will be issued.
 - iv. Construction access to a site should occur where an existing or proposed entrance/exit is located, except for driveway access points, sidewalks, and curb and gutter, land disturbance within a tree dripline is prohibited.
- c. Landscape Plans may be required to be submitted to meet the requirements of this Article as specified in *Table 4I. Tree Survey, Preservation and Landscape Plan Submittal Requirements*.
1. A required landscape plan shall be drawn to engineer's scale which contains dimensions and details for revegetating an area.

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

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2. The landscape plan shall contain trees and shrubs species depicted at maturity, fencing, and other site elements along with details of landscape materials including hard and soft scape elements.
 3. Landscape plans shall be prepared by a licensed, registered Landscape Architect whenever the area of land disturbance or development activity exceeds one half acre or when the total area of disturbance proposed building footprint exceeds 2,500 square feet.
- d. *Table 4I. Tree Survey, Preservation and Landscape Plan Submittal Requirements* in subsection (3) of this section shows the minimum requirements for submittal of various plans.

| Table 4I. Tree Survey, Preservation and Landscape Plan Submittal Requirements | | | |
|--|--------------------------------------|--------------------------------|---------------------------|
| Improvement Type | New Construction and Lot Preparation | Major Improvement ¹ | Minor Improvement |
| Tree Survey | Required | Required | Not Required ³ |
| Tree Preservation Plan | Required | Required ² | Not Required ² |
| Landscape Plan | Required | Required | Not Required ³ |
| Submittal Requirement Notes: (1) A major improvement shall include any repair, renovation, reconstruction, alteration or improvement where the footprint of the structure is being modified or where the proposed improvement creates any earth disturbing activity greater than 25 percent of the lot. (2) A Tree Preservation Plan shall be required if a proposed development requires the removal of a Specimen or Protected tree(s). (3) At the discretion of the Planning Director a landscape plan or tree survey may be required for any improvement which has been determined to create a potential adverse impact. | | | |

(4) Specimen and Protected Trees.

- a. Specimen Trees and Protected Trees are species chosen as a point of focus in a landscape which usually has an unusual shape, texture, color or other feature that distinguishes it from other trees and shrubs in the area excluding invasive species. These trees have a life expectancy of greater than ten years, have a relatively sound and solid trunk with no

*Proposed New Section within Zoning Ordinance (12.129. Tree Preservation and Landscaping Standards)

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extensive decay or hollow, and have no major insects, pathological problem, or defects.

Specimen trees are valued for their size and their legacy.

- b. Under the provisions of this article, the following trees are considered Specimen Trees and shall be prohibited from being removed unless approval is granted by the Planning Director or designee in accordance with the requirements of this Article:

- 1. Grand Trees: Any tree with a diameter breast height of twenty-four (24) inches or greater in size; and

- 2. Live Oak Trees with a diameter breast height of sixteen (16) inches or greater

- c. Under the provisions of this article, the following trees are considered Protected Trees and shall be prohibited from being removed unless approved by the Planning Director or designee in accordance with the requirements of this Article:

- 1. Any tree with a diameter breast height of eight (8) inches or greater.

(5) Native Species

- a. Using native plants in landscaping has a direct impact on the local ecosystem which include benefits as the protection of water resources, allowing gardeners to reduce fertilizers, pesticides, and irrigation practices which otherwise can contribute to stormwater runoff pollution and degradation of downstream water quality; sustaining pollinators which are vital for fruit production and provide high-quality food and shelter; providing essential watershed protection, helping natural aquifers recharge, serving to filter water naturally flowing into rivers and estuaries, lessening erosion and flooding; and resistance to saltwater intrusion from flooding and storm surge.

- b. Native plant mitigation requirements for this Article are specified in *Table 4J. Tree Preservation Requirements and Mitigation Standards*

- c. Native plants can be found in the Town of Kiawah Island's online Grow Native Plant Database. The Grow Native Plant Database is a searchable online database of native trees,

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shrubs, perennials, vines, ferns, and grasses that provides detailed information on growing conditions, size, flowering information, salt tolerance, deer resistance, and the wildlife value for each plant. The database was designed to help promote the use of native plants on the island and serve as a resource for residents, landscapers, landscape architects, landscape designers, and other entities.

(6) Invasive Species.

- a. Invasive species means species that are not native to South Carolina and cause economic or environmental harm or harm to human health. Invasive species may be found in the Nonnative Invasive Plants of Southern Forests registry published by the US Department of Agriculture or list provided by Clemson University Cooperative Extension.
- b. Submitted landscape plans shall not indicate the use of any invasive plant species. These species shall be removed during site development if existing on the property.

(7) Tree Removal and Tree Impacts.

- a. For the purpose of this Article, the term "Tree Removal" shall include, but not be limited to, damage inflicted to the root system by machinery; girdling; storage of materials and soil compaction, changing the natural grade above or below the root system or around the trunk; damage inflicted on the tree permitting fungus infection or pest infestation; excessive pruning; excessive thinning; excessive paving with concrete, asphalt or other impervious material within such proximity as to be harmful to the tree; excessive grading; or any act of malicious damage to a tree. The final determination of tree removal shall be made by the Planning Director.

1. Tree Pruning:

- i. Pruning or thinning more than 25 percent of the leaf surface on both the lateral branch and the overall foliage of a mature tree that is pruned within a growing season shall be considered excessive. Additionally, one-half of the foliage of a mature tree should remain evenly distributed in the lower two thirds of the crown and individual limbs upon completion of any pruning.

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ii. Pruning or thinning such as the removal of branches six inches or greater in diameter shall also be considered excessive.

iii. Crape Myrtle Trees shall be excluded from the requirements of tree pruning.

2. Tree Root Zone Protection:

i. Paving or grading within five (5) feet of the base of the tree or paving or grading 50% or greater of the circumference of the tree shall also be considered excessive as determined by the Planning Director.

(8) Tree Mitigation and Replacement.

a. Tree mitigation shall adhere to the following standards in which the applicant shall mitigate loss or removal of Protected Trees and Specimen Trees by planting replacement trees in appropriate areas on the property in accordance with the tree replacement requirements as listed in *Table 4J. Tree Preservation Requirements and Mitigation Standards* and the approved tree preservation plan.

| Table 4J. Tree Preservation Requirements and Mitigation Standards | | | |
|---|--|---|---|
| Tree Size | Location /Context | Preservation Requirements | Mitigation Standard |
| Individual Tree Removal (Post Occupancy) | | | |
| Specimen Trees (Grand Trees (24 inches or greater & Live Oaks 16 inches DBH or greater) | All areas | Removal prohibited except as approved by the Landscape and Tree Preservation Board and in accordance with required tree preservation plan and the mitigation standards. | Must replant trees with a minimum combined DBH equal to 100% of the tree(s) removed with the discretion of the Landscape and Tree Preservation Board. Replanted trees shall be 70% native species. This mitigation standard shall only be required for applicable Grade A Grade B graded trees. |
| Protected Trees (8 inches or greater) | Outside of the Building Footprint of the Structure | Removal prohibited except as approved by the Planning Director or designee and in accordance with the required tree preservation plan and mitigation standards. | Must replant trees equal to 70% of the total quantity of tree(s) removed with the discretion of the Planning Director. Replanted trees shall be 70% native species. |
| All trees | Edge of marsh, ponds or dunes and or at the | Removal prohibited except as approved by the Planning Director or designee and in accordance with the | Must replant trees with a minimum combined DBH equal to 70% of the tree(s) removed with the discretion |

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| | | | |
|---|---|---|---|
| | Critical line on the landward side | required tree preservation plan and mitigation standards. | of the Planning Director. Replanted trees shall be 70% native species. |
| Tree Removal for Construction Activity/Site Development | | | |
| Specimen Trees | Within Building Footprint of Structure | Removal prohibited except as approved by the Landscape and Tree Preservation Board and in accordance with required tree preservation plan and the mitigation standards. | Must replant trees with a minimum combined DBH equal to 100% of the tree(s) removed with the discretion of the Landscape and Tree Preservation Board. Replanted trees shall be 70% native species. This mitigation standard shall only be required for applicable Grade A Grade B graded trees. |
| Protected Trees (8 inches or greater) | Outside of Buildable Area | Full preservation of all Protected Trees is required in all yards (front, side and rear) except for any required or permitted driveways, roads, easements, stormwater retention/detention areas or drainage structures. | Must replant trees equal to 70% of the total quantity of tree(s) removed with the discretion of the Planning Director. Replanted trees shall be 70% native species. |
| | | | |
| All Trees (8 inches or greater) | Within the Buildable Area and Outside of the Building Footprint of Structure | Removal prohibited except as approved by the Planning Director or designee and in accordance with required tree preservation plan and the mitigation standards. | Must replant trees equal to 70% of the total quantity of tree(s) removed with the discretion of the Planning Director. Replanted trees shall be 70% native species. |
| All trees | Edge of marsh, ponds, or dunes and or at the Critical line on the landward side | Removal prohibited except as approved by the Planning Director or designee and in accordance with the mitigation standards. | Must replant trees with a minimum combined DBH equal to 70% of the tree(s) removed with the discretion of the Planning Director. Replanted trees shall be 70% native species. |
| | | | |
| Preservation and Mitigation Standard Criteria: | | | |
| <p>(1) The preferred density should be equal to a combined DBH greater than or equal to twenty trees per acre or 160 inches per acre, whichever is greater. Preservation and mitigation trees should equal 70% of the total number trees on the lot.</p> <p>(2) Mitigation for Specimen trees shall only be required for grade quality Grade A and Grade B trees as determined by a certified arborist.</p> <p>(3) Edge of marsh, ponds shall be defined as the area within three (3) feet of a marsh, pond line.</p> <p>(4) The trees required to be replaced pursuant to this ordinance shall be in addition to any other trees required to be planted pursuant to any other provision of the Town's ordinance.</p> <p>(5) Palm trees, Palmetto trees, Pine trees, and Sweet Gums within the buildable area shall not require mitigation.</p> <p>(6) Mitigation may not be required for removal of trees within storm water retention/detention areas at the discretion of the Planning Director.</p> <p>(7) Mitigation trees shall measure a minimum of three (3) inches in caliper DBH.</p> | | | |

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- (8) The grade quality of trees may be considered in the preservation requirements.
- (9) Removal without mitigation may be permitted if necessitated by emergencies, death, disease, or damage not caused by the property owner as determined by the Planning Director. Removal without mitigation is also permitted for the removal of invasive species.
- (10) To prevent a monoculture among plantings, the applicant's plan shall include a diversity in the trees planted for mitigation. No single plant species shall represent more than 40 percent of the total landscape plantings per plant type, except for projects whose landscape requirements for Canopy Trees are less than 10 Trees.
- (11) Depending on the number of trees planted, there shall be a diversity of the plantings. The following diversity of trees is recommended:
 - 5 to 10 trees: minimum 2 types of trees to be planted;
 - 10 to 20 trees: minimum 4 types of trees to be planted;
 - 20 to 100 trees: minimum 7 types of trees to be planted;
 - Greater than 100 trees: minimum 10 types of trees to be planted
- (12) The replacement tree and plants utilized for mitigation shall be native species. Submitted landscape plans used to satisfy the requirements of this Article, shall be 70% native species. The replacement tree preferred shall be native species such as oak, magnolia, palmetto, or hickory.
- (13) Palmetto Trees may be used to fulfill the Canopy Tree requirements. These trees are to be planted at a ratio of three Palmetto Trees for each Canopy Tree and are to be planted in groupings of three.
- (14) Where mitigation trees will not fit on a lot, the alternative locations adjacent to the subject property or planning area may be considered. Coordination of an alternative location may include but is not limited to right of way enhancement, open space, adjacent property or other public or common areas within or adjacent the Town limits as determined by the Planning Director. The Planning Director may coordinate with the Public Works Director, Kiawah Island entities, or other broader community stakeholders. Coordination should also consider how mitigation trees may be maintained.
- (15) Where mitigation trees are planted on the subject property, they shall be guaranteed for one (1) full year after planting. Any trees that die within this time period must be replaced by the applicant and/or property owner. Mitigation trees which may be planted in an alternative location are not required to be guaranteed.

(9) *Maintenance of Trees.*

- a. Following development, the property owner shall be responsible for maintaining the trees that were saved and/or planted. Proper tree care should use ANSI A300 (Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices) for best practices.

(10) *Administration.*

- a. Plan Alterations or Revisions: Due to seasonal planting problems and/ or a lack of plant availability, approved plans may require minor revisions. Minor revisions to planting plans may be approved by Town Staff if:

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1. There is no reduction in the quantity of plant material;
2. There is no significant change in size or location of plant materials; and
3. The new plants are of the same general category (i.e., shade tree, ornamental tree, evergreen, or shrub) and have the same general design characteristics (mature height, crown spread) as the materials being replaced.

(11) Landscape and Tree Preservation Board.

- a. The Landscape and Tree Preservation Board shall review with the authority to approve, approve with conditions, or disapprove a proposed Tree Preservation Plan for proposed commercial or multifamily residential developments in accordance with the provisions of the Article.
- b. The Landscape and Tree Preservation Board shall review and approve the removal of any Specimen Tree or Grand Tree in accordance with the provisions of the Article.
- c. The Landscape and Tree Preservation Board shall also be in place to hear special circumstances regarding tree removal or where strict interpretation of the ordinance has been made by the Planning Director. An applicant may apply to be granted relief or exception to this Article as reviewed and approved by the Landscape and Tree Preservation Board. The applicant should make their appeal case to the Landscape and Tree Preservation Board pursuant to Section 12-24.1 Landscape and Tree Preservation Board, in which the Landscape and Tree Preservation Board shall review and make a decision based on the applicant's submission and approval criteria.

(12) Inspections, Violations and Fines.

- a. The Planning Director or Landscape and Tree Preservation Board may approve a delayed schedule for planting materials (provided by the Applicant's contractor) when the immediate planting schedule would impair the health of plants. When a delayed planting schedule is approved, the Applicant shall provide a bond equivalent to one and one-half times the projected cost of the planting materials and installation in accordance with the American Association of Nurserymen Standards. This is designed to include severe weather,

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- such as droughts, heat waves, and floods. The applicant shall provide a minimum of two quotes from local (tri-county area) contractors for review and the bond amount shall be determined by the Planning Director.
- b. The Town reserves the right to inspect the site or property at any reasonable time for compliance with tree preservation requirements. Town staff may inspect the site one year after the issuance of a permanent Certificate of Occupancy in order to ensure compliance with the approved tree plan.
 - c. If the Town finds a development in violation of this ordinance or if an applicant fails to satisfy any condition that was imposed as part of the original or revised approval of the Zoning Permit or Tree Preservation Plan or that was made pursuant to the provisions of this Article, the applicant or property owner shall be in violation of this Article.
 - d. Any applicant or property owner in violation of this ordinance shall be subject to fines or penalties as prescribed in this Article and or other remedies and enforcement actions pursuant to Sec. 12-214.
 - 1. The illegal removal of a tree(s), in accordance with the provisions of the Article shall constitute a violation and the property owner shall be subject to a penalty fine of \$1,080.00 per tree.
 - 2. The illegal removal of a tree(s), in accordance with the provisions of the Article shall constitute a violation and the property owner shall be required to mitigate the illegal removal of a tree(s).

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Sec. 12-162. Site plan review.

The purpose of a site plan review is to ensure that all applicable requirements of this article are complied with prior to the issuance of a zoning and building permit.

- (1) *Applicability.*
 - a. *Generally.* The site plan review process, administered by the Department of Planning, shall be required for all new construction, exterior remodeling involving a change in the building footprint, parking areas or other impervious surfaces, change of use that results in a more intense use, and additions to any structure used for any purpose (except detached single-family residences). No zoning or building permit shall be issued for a development subject to site plan review until the site plan has been approved in accordance with the provisions contained within this article.
 - b. *Single-family detached residential.* The site plan review process, requiring site plan review application, will not apply to detached single-family residences. However, a review by planning staff to determine compliance with all applicable zoning regulations is required.
- (2) *Application.* The property owner or designated representative may initiate site plan review by filing an application with the Planning Director. The contents of the application shall be included on a form developed by the Town. If more than one use in a project or more than one use located on a single tract of land is subject to site plan review, the necessary applications may be submitted in phases; provided, however, that the overall concept is first reviewed with the Planning Director and the Planning Commission. A letter of intent shall be submitted by the applicant describing the proposed use.
- (3) *Procedures for issuance of site plan approval.*
 - a. Site plans for permitted uses shall be reviewed by the Planning Director in conjunction with the zoning permit process. The Planning Director's review and action shall be based on the conformity of the site plan with district regulations, approved plats and the comprehensive plan.
 - b. Site plans for special exceptions shall be reviewed by the Planning Director prior to the application being presented to the Board of Zoning Appeals pursuant to section 12-159.
 - c. Tree Preservation Plans shall be reviewed and approved by the Landscape and Tree Preservation Board pursuant to Section 12-129 prior to the issuance of site plan review approval.
 - ~~ed.~~ Site plans for planned developments shall be reviewed by the Planning Director, Planning Commission and Town Council pursuant to section 12-158 when the planned development does not contain a detailed site plan.
 - ~~de.~~ A site plan may be approved, approved with conditions, or denied.
- (4) *Submittal requirements.* A site plan must be drawn to engineers scale and contain the following information:
 - a. The shape and dimensions of the zoning lot;
 - b. The size and location of all existing structures;
 - c. The lines within which any proposed structures shall be erected, altered, or moved; and the locations of any officially approved building setback lines;
 - d. The heights of all proposed structures and parts thereof;

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- e. The existing and proposed use of each structure and part thereof;
- f. The uses and zoning of adjoining properties;
- g. The number of dwelling units in each existing building and the number of dwelling units that each proposed building is intended to accommodate;
- h. The size and location of all proposed driveways, off-street loading areas and off-street parking areas containing more than six parking spaces;
- i. Finished first floor elevation above mean sea level requirement and the flood hazard zone designation if in a special flood hazard A or V zone;
- j. Review comments from the St. John's Fire District;
- k. Tree Survey, Tree Preservation Plan, and or Landscape Plan as required by this Article; and
- ~~k.~~ Such other reasonable and pertinent information with regard to the zoning lot or neighboring lots as the Planning Director may find necessary to carry out the purposes and intent of this article.

(Code 1993, § 12A-508; Ord. No. 94-12, § 2(12A-507), 9-26-1994; Ord. No. 2005-08, § 12A-508, 10-12-2005)

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Sec. 12-165. Zoning permits.

The purpose of zoning permits is to confirm that the intended use fully complies with the provisions of the zoning district.

- (1) *Required.* A zoning permit shall be required before any of the following are permitted:
 - a. The issuance of a building permit under the Town of Kiawah Island building code;
 - b. New construction;
 - c. Additions to existing structures;
 - d. Relocation of any house;
 - e. Excavation, clearing, and/or grubbing preparatory to constructing a structure for which a building permit is required;
 - f. Improvement any lot by grading, filling, or surfacing or by constructing driveways or by constructing or enlarging parking areas containing six or more parking spaces;
 - g. Change in the use classification of any part of a structure or lot including any increase in the number of families or dwelling units occupying a building or lot;
 - h. Installation of any sign as specified within this article;
 - i. Utility construction;
 - j. Obtainment of a business license;
 - k. Tree removal pursuant to Section 12-129 Tree Preservation and Landscaping Standards; or
 - ~~lk.~~ Any earth disturbing activity.
- (2) *Zoning permit application forms.* Requests for approval of zoning permit applications shall be made on forms provided by the Town. The Town may promulgate submittal requirements, instructions for completing forms, internal procedures for acceptance and filing of development applications, and provisions for waiver through the establishment of administrative guidelines.
- (3) *Submission and determination of a complete zoning permit application.* All zoning permit applications shall be submitted to the Planning Director or authorized designee. If all required information is included per section 12-155, the application shall be deemed complete and accepted, along with any established fees. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this article. Submittal of a complete application initiates the application process.
- (4) *Official filing date.* All time limits for processing or acting upon development applications shall commence on the date that a completed application, along with any established fees, are submitted to the Planning Director. Substantial modification of an application by the applicant following the filing of the zoning permit application but prior to the expiration of the period within which the Town is required to act shall extend the period for a like time following the Planning Director's determination that the modified zoning permit application is complete.
- (5) *Time of expiration.* Zoning permits shall become invalid if a building permit is required but not issued within 12 months of the date of issuance of the zoning permit or if a building permit is not required.

(Code 1993, § 12A-511; Ord. No. 2005-08, § 12A-511, 10-12-2005)

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Sec. 12-374. Definitions.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

AASHTO means the American Association of State Highway and Transportation Officials.

Accessory means a use, structure or part of a structure customarily incidental and subordinate to the principal use of a zoning lot or of a structure. An accessory use is located on the same zoning lot as the principal use, except in the cases of off-street parking and temporary construction facilities.

Accessory dwelling unit means, in a residential or attached housing district, a subordinate dwelling, attached to or detached from the main building, without separate utilities, which is not used for commercial purposes nor rented but which may contain servants quarters, a washroom, a storage room for domestic storage only, and/or space for one or more automobiles. In any district, a subordinate dwelling, the use of which is incidental to and used only in conjunction with the main building.

Addition means a structure added to the original structure at some time after the completion of the original, or an extension, alteration or increase in floor area or height of a building or structure.

Adjacent means next to or within 100 feet. Adjacent properties include those properties which abut a property, as well as properties with any portion being located within 100 feet of any boundary of the subject property.

Administrative and business office means the use of a building or a portion of a building for the provision of executive, management, or administrative services.

Administrative decision means any order, requirement, decision or determination by the Planning Director or designee relating to the administration or enforcement of this chapter.

Administrative permit means a permit which may be granted by the Planning Director or other designated administrative official.

Adult day care facility means a facility licensed by the South Carolina Department of Health and Environmental Control (DHEC) for adults 18 years of age or older, which offers in a group setting a program of individual and group activities and therapies. The program is directed toward providing community-based day care services for those adults in need of a supportive setting. The program shall provide a minimum of four and a maximum of 14 hours of operation a day. (See SCDHEC Regulation No. 61-75, standards for licensing day care facilities for adults.)

Agricultural processing.

- (1) The term "agricultural processing" means the preliminary processing and packaging of agricultural products, such as a packing shed.
- (2) The term "agricultural processing" does not include slaughterhouses, butcheries, tanneries or rendering plants.

Agricultural sales and service means an establishment engaged in the retail or wholesale sale from the premises of feed, grain, fertilizers, pesticides and similar goods.

Agriculture means the production, keeping or maintenance, for sale, lease, or personal use, of plants and animals useful to man, including, but not limited to:

- (1) Forages and sod crops;
- (2) Dairy animals and dairy products;

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- (3) Poultry and poultry products;
- (4) Livestock, including beef cattle, sheep, horses, ponies, mules, or goats or any mutations or hybrids thereof, including the breeding and grazing of any or all such animals;
- (5) Bees and apiary products;
- (6) Fur animals;
- (7) Trees and forest products;
- (8) Fruits of all kinds, including grapes, nuts and berries;
- (9) Vegetables;
- (10) Nursery, floral, ornamental, and greenhouse products; or
- (11) Lands devoted to a soil conservation or forestry management program.

Alley means minor right-of-way used primarily for vehicular access to the rear or side of properties otherwise abutting a street at the front.

Alteration, structural.

- (1) The term "structural alteration" means any change in the supporting members of a building or structure, such as bearing walls, columns, beams, or girders, or in the dimensional or configurations of the roof or exterior walls.
- (2) The term "structural alteration" does not include the application of exterior siding to an existing building for the purpose of beautifying and modernizing.

Ambient air quality standard means an acceptable concentration of an air pollutant in a community.

Animal.

- (1) The term "animal" means any live or dead dog, cat, nonhuman primate, guinea pig, hamster, rabbit or any other warm blooded animal, which is being used, or is intended for use for research, teaching, testing, experimentation, or exhibition purposes, or as a pet. With respect to a dog, the term "animal" means all dogs, including those used for hunting, security or breeding purposes.
- (2) The term "animal" excludes birds, rats of genus *Rattus* and mice of the genus *Mus* bred for use in research, and horses not used for research purposes and other farm animals, such as, but not limited to, livestock or poultry, used or intended for use as food or fiber, or livestock or poultry used or intended for use for improving animal nutrition, breeding, management, or production efficiency, or for improving the quality of food or fiber.

Animal aquaculture means land devoted to the hatching, raising, and breeding of fish, shrimp or other aquatic animals for commercial purposes. The term "animal aquaculture" includes those accessory uses and activities customarily associated with this type of operation, as determined by the Planning Director.

Animal, exotic, means any animal not identified in the definition of the term "animal" that is native to a foreign country or of foreign origin or character, but is not native to the United States, or was introduced from abroad. The term "exotic animal" specifically includes animals such as, but not limited to, lions, tigers, leopards, elephants, camels, antelope, anteaters, kangaroos, water buffalo, and species of foreign domestic cattle, such as Ankole, Gayal and Yak.

Animal production.

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- (1) The term "animal production" means the raising of animals on pasture land or production of animal products on an agricultural or commercial basis. The term "animal production" includes those accessory uses and activities customarily associated with this type of operation, as determined by the Planning Director.
- (2) The term "animal production" does not include concentrated animal feeding operations, slaughter houses or butcheries.

Apartment means one or more rooms with a private bath and kitchen facilities comprising an independent, self-contained dwelling unit in a building containing two or more dwelling units.

Applicant means an owner of property or a developer submitting an application for an approval pursuant to articles II, III or V of this chapter.

Application means the relevant application form and all accompanying documents required by articles II, III or V of this chapter for approval of a use or development plan.

ARB means the Kiawah Island Architectural Review Board that is operational pursuant to the declaration of rights, restrictions, affirmative obligations and conditions applicable to all property in Kiawah Island, as amended.

Arboretum. See *Botanical gardens*.

Arborist, certified, means a person certified by the International Society of Arboriculture.

Archive. See *Library*.

Art gallery means room or structure in which original works of art or limited editions of original art are bought, sold, loaned, appraised, or exhibited to the public.

ASTM means the American Society for Testing Materials.

Aviation means airports, landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security. The term "aviation" also includes facilities for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express between modes of transportation.

Bank means a financial institution that is open to the public and engaged in deposit banking, and that performs closely related functions such as making loans, investments, and fiduciary activities.

Banner means a strip of cloth containing a message or advertisement.

Bar or lounge means a use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, where 25 percent or more of the gross receipts are for sale of alcohol. This use includes taverns, cocktail lounges, and any member exclusive bars or lounges.

Barn.

- (1) The term "barn" means a farm building used for storing farm products or sheltering livestock.
- (2) The term "barn" excludes any residential use or nonagricultural use.

Base building height elevation (BBHE) means the elevation using the NGVD29 Datum as shown on the Charleston County, South Carolina Flood Insurance Rate Map with an effective date of November 17, 2004. Such elevations will be determined without respect to the flood zone classification and shall only rely on those numerals expressed within the parenthesis found on the flood insurance rate maps dated November 17, 2004.

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Base course means the layers of specified or selected material of designated thickness or rate of application, placed upon a subbase or subgrade to comprise a component of the pavement structure, to support the pavement or subsequent layer of construction.

Base flood elevation (BFE) means the computed elevation to which floodwater is anticipated to rise during the base flood. Base flood elevations (BFEs) are shown on flood insurance rate maps (FIRMs) and on the flood profiles.

Beachfront or oceanfront property means property situated along or having direct access to a beach.

Bed and breakfast means a portion of an owner occupied dwelling unit or detached accessory structure offering transient lodging, with or without breakfast, to paying guests on an overnight basis, usually staying less than seven days.

Berm.

- (1) The term "berm" means a manmade landscape feature generally consisting of a linear mound of soil.
- (2) The term "berm" does not include temporary soil stockpiles and retaining walls.

Block means an area within the town enclosed by streets and occupied by or intended for buildings; or, if said word is used as a term of measurement, it shall mean the distance along a side or street between the nearest two streets which intersect said street on said side.

Board of Zoning Appeals (BZA) means the Board of Zoning Appeals for the Town of Kiawah Island, South Carolina is also referred to as the "Board" or "BZA."

Boat slip means a docking space alongside a pier, wharf or mooring dolphins in which a waterborne boat may be moored. For purposes of this ordinance and in the absence of an authorized quantity of boat slips by state or federal regulating agencies, a boat slip shall be considered a minimum length of 25 feet for side mooring and 15 feet for stern moorings.

Boatyard.

- (1) The term "boatyard" means a land-based operation primarily for the repair and service of boats, including any incidental storage of boats in the process of being repaired.
- (2) The term "boatyard" does not include boat building.

Botanical garden means a place, generally open to the public for a fee, where a wide variety of plants are cultivated for scientific, educational, or ornamental purposes.

Bridge means a structure, including supports, erected over a depression or an obstruction, and having a track or passageway for carrying traffic or other moving loads.

Buffer, critical line, means an area of varying width providing a visual, spatial, and ecological transition zone between the OCRM critical line and land development.

Buffer, landscape, means a vegetated area of varying width designed exclusively to provide screening between adjoining properties, rights-of-ways, parking lots and structures.

Bufferyard means a strip of land, identified on a concept plan, site plan or development plan, established to protect one type of land use from another land use or to provide screening. Normally, a buffer is landscaped and kept in open space uses.

Building means a structure which is permanently affixed to the ground, has a roof supported by columns or walls, and is used for human, animal, or chattel enclosure. When a portion thereof is completely separated from

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every other portion by a dividing wall or firewall, when applicable, without openings or an unenclosed breezeway, then each such portion shall be deemed to be a separate building.

Building area means that portion of the established parcel which can be devoted to buildings and structures identified by the setback standards of the parcel.

Building code means a recorded description of building and structural specifications prepared and approved in compliance with the building code of this Code of Ordinances.

Building cover means the proportion, expressed as a percentage, of the area of a zoning lot covered by all buildings located thereon, including the area covered by all overhanging roofs.

Building height means the vertical distance between the base building height elevation (BBHE), or ground level if the structure is not in a flood hazard area as defined by the Federal Emergency Management Agency (FEMA) and is measured in feet and stories. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor. Unless otherwise stated in this ordinance, height in feet means:

- (1) The average height level between the eaves and ridge line of a gable, hip or gambrel roof;
- (2) The highest point of a mansard roof; or
- (3) The highest point of the coping of a flat roof.

In measure the height of a building, the following structures shall be excluded: chimneys, cooling towers, elevator bulkheads, tanks, water towers, radio and television towers, ornamental cupolas, domes or spires, and parapet walls not exceeding four feet in height.

Building line means any line parallel or approximately parallel to the street line or other property line and beyond which buildings may be erected.

Building official means the officer or other designated authority charged with the administration and enforcement of this chapter.

Building permit means an official document or certificate issued under the building code for any carpentry, masonry, roofing, or related construction or repair. A building permit is not required for construction under \$1,000.00, unless the construction or repair involves a structural modification or work done by a contractor.

Building, principal, means a building in which is conducted the principal use of the zoning lot on which it is situated. In a residential district, any dwelling shall be deemed to be a principal building on which the lot is situated.

Bulk standards means regulations that establish the maximum size of buildings and structures on a lot and the buildable area within the building or structure may be located.

Bus passenger stand means a small, roofed structure, usually having three walls, located near a street and designed primarily for the protection and convenience of bus passengers.

Business means and includes retail, commercial and manufacturing uses and districts as herein defined.

Business, vocational or trade school means a use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college, or university.

Caliper inch means a measurement used for nursery stock and in this division refers to replacement trees. It is the unit of measurement for defining the diameter of the tree trunk measured six inches above the soil surface for tree trunks six (6) diameter inches or less and measured 12 inches above the soil surface for tree trunks greater than six (6) diameter inches.

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Canopy means a roofed structure constructed of fabric or other material supported by the building or by support extending to the ground directly under the canopy and placed so as to extend outward from the building providing a protective shield for doors, windows and other openings and for protection from sun or weather.

Canopy tree means a tree, with a diameter of at least 2½ inches (as measured six inches above grade) at the time of planting, which will grow to a minimum height of 50 feet at maturity.

Capital improvements program means a proposed schedule setting forth all future capital facility projects in order of construction priority, together with cost estimates and the anticipated means of financing such projects which are required to implement the comprehensive plan.

Caretaker means an individual or family who resides on premises as an accessory use for the purpose of maintaining, protecting or operating a permitted principal use on the premises.

Catering service means an establishment that prepares and provides food and related services to off-premises locations.

Causeway means an earthen structure with at least one side adjacent to a depression, wetland, or marsh that supports a road for carrying traffic or other moving loads.

Cemetery means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Centerline of street means the line surveyed and monumented as the centerline of the street; or if such centerline has not been surveyed, it shall be the line running midway between the curbs or ditches of such street.

Charter boat or other recreational watercraft rental means a land-based operation primarily for the rental or leasing of boats or other recreational watercraft.

Child day care facility means a facility or dwelling unit that regularly (more than twice a week, for more than four hours, but less than 24 hours) provides child day care for seven or more children. The term "child day care facility" includes child care centers and group day care homes, which are licensed by the South Carolina Department of Social Services (DSS).

Church means a place of assembly and worship by a recognized religion including synagogues, temples, churches, instruction rooms and the place of residence for ministers, priests, rabbis, teachers and directors of the premises, but does not include a parochial or similar school.

Cocktail lounge means a business establishment which sells alcoholic beverages for consumption on the premises as its primary trade.

College or university facility means an educational institution that offers courses of general or specialized study leading to a degree.

Common open space means open space, not in individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents of the development. Common open space shall be substantially free of structures, but may contain such improvements as are approved as a part of the development plan for such district and are appropriate for the residents of the district.

Communication service means an establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, but excludes those classified as major utility facilities.

Communications tower.

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- (1) The term "communications tower" means a tower of any size that supports communication equipment, transmission or reception, and is utilized by commercial, governmental, or other public or quasi-public users.
- (2) The term "communications tower" does not include communication towers for amateur radio operators licensed by the Federal Communications Commission which are exempt from local zoning restrictions or communications towers under 100 feet in height used solely for educational communications purposes.

Community character means the image of a community or area as defined by such factors as its built environment, natural features and open space elements, type of housing, architectural style, infrastructure, and the type and quality of public facilities and services.

Community recreation means a recreational facility that is the principal use of a parcel of land and that is for use by residents and guests of the following: a particular residential development, planned development, church, private primary or secondary educational facility, community affiliated non profit organization. The term "community recreation" can include both indoor and outdoor facilities.

Community recreation center means a public or quasi public building designed for and used as a social, recreation, and cultural center. As a part of such recreation centers, there may be included craft rooms, music rooms, game rooms, meeting rooms, auditoriums, swimming pools and kitchen facilities. Kitchen facilities and dining areas shall be used for special events only.

Community residential care facility means a facility licensed by the South Carolina Department of Health and Environmental Control (DHEC), which offers room and board and provides a degree of personal assistance for a period of time in excess of 24 consecutive hours for ten or more persons, 18 years old or older, unrelated to the operator. The term "community residential care facility" includes any facility (other than a hospital), which offers a beneficial or protected environment specifically for the mentally ill, drug addicted or alcoholic, or provides or purports to provide any specific procedure or process for the cure or improvement of that disease or condition. A community residential care facility with nine or fewer residents shall be considered a family. (See SCDHEC Regulation No. 61-84, standard for licensing community residential care facility.)

Comprehensive plan means the master plan adopted pursuant to the South Carolina Code.

Concentrated animal feeding operation means a confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for the purposes of engaging in the business of the reception and feeding of:

- (1) More than 50 beef or dairy cattle;
- (2) More than 50 horses;
- (3) More than 150 hogs, sheep or goats;
- (4) 1,000 or more birds, such as turkeys, chickens, ducks or geese; or
- (5) More than 1,000 small animals, such as guinea pigs, rabbits and minks.

The term "concentrated animal feeding operation" also includes commercial feed lots.

Conditional approval means the official action of the Zoning and Planning Commission conferring certain rights subsequent to preliminary approval but prior to final approval after specific elements of a preliminary plat have been agreed upon by the Commission and the applicant.

Conditional use permit means a permit formerly issued by the Planning Department authorizing a particular use in a specified location within a zoning district, upon demonstrating that such use complies with all the conditions and standards specified by article II of this chapter.

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Congregate living means a residential facility providing 24-hour supervision and assisted living for no more than 15 elderly residents (age 60 or older), not needing regular medical attention.

Construction permit means a series of permits that may include building, electrical, plumbing, HVAC (heating, ventilating and air conditioning) or gas permits.

Construction plan means complete construction drawings of a facility or improvement, including but not limited to road plans and profiles and drainage plans.

Construction services means any of the activities commonly referred to as construction and shall include without limiting thereby, plumbing, heating, roofing, interior remodeling, excavating.

Consumer convenience service means an establishment providing services, primarily to individuals, of a frequent or recurrent nature.

Contextual zoning means zoning that regulates the height and bulk of new buildings, their setback from the street line, and their width along the street frontage, to conform with the character of the neighborhood.

Convalescent service.

- (1) The term "convalescent service" means a use providing bed care and in patient services for persons requiring regular medical attention, but excluding a facility providing surgical or emergency medical services. Typical uses include nursing homes.
- (2) The term "convalescent service" excludes facilities providing care for alcoholism, drug addiction, mental disease or communicable disease.

Convenience store.

- (1) The term "convenience store" means establishments primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverages, newspapers, and limited household supplies, to customers who generally purchase only a few items.
- (2) The term "convenience store" does not include fuel pumps or the selling of fuel for motor vehicles.

Convention center or visitors bureau means a formal meeting place where the building or rooms are rented or leased to the members, representatives, or delegates of a particular group. These centers can usually accommodate large groups.

Council means the Town Council of the Town of Kiawah Island, South Carolina ("Town Council") is also referred to as the "Council."

Counseling service means an establishment providing counseling, guidance, or similar services to persons requiring rehabilitative or vocational assistance. The term "counseling service" includes job training and placement services.

Country club means land area and buildings containing golf courses, recreational facilities, a clubhouse, and other customary accessory uses, open only to members and their guests.

County means Charleston County, South Carolina.

County Health Department means the Charleston County Health Department.

County Public Works Department means the Charleston County Department of Public Works.

Courtyard means an open unoccupied space, other than a yard, on the same zoning lot with a building, unobstructed from floor or ground level to the sky.

Crop production.

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- (1) The term "crop production" means the raising and harvesting of tree crops, row crops or field crops on an agricultural or commercial basis. The term "crop production" includes those accessory uses and activities customarily associated with these types of agricultural operations, as determined by the Planning Director.
- (2) The term "crop production" excludes any agricultural uses that are more specifically defined in this section.

Cul-de-sac means the turnaround at the end of a dead-end street, but can be used to describe a street with only one means of ingress and egress and having a turnaround at the end.

Culvert means any structure not classified as a bridge which provides an opening under any roadway, including pipe culverts and any structure so named in the plans.

Curb means a stone, concrete or other improved boundary usually marking the edge of a road or other paved area.

Data processing services means establishments primarily involved in the compiling, storage, and maintenance of documents, records, and other types of information in digital form utilizing a mainframe computer.

Decibel (dB) means a unit which describes the sound pressure level or intensity of sound. A sound level meter is calibrated in decibels.

Decision-making body means the entity that is authorized to finally approve or deny an application or permit as required under this chapter.

Dedication means the action of a property owner, developer or subdivider to transfer property, or an interest in property, to the Town or other service provider. The approval of a land development plan or subdivision plat may not be deemed to automatically constitute or effect an acceptance by the Town of a proposed dedication of a street, easement, or other ground shown on the plat. Acceptance of the dedication must be by action of the Town Council by ordinance, independent of the action on the application.

Density, dwelling unit capacity means the determination of dwelling unit capacity for group dwellings is calculated as six persons per dwelling unit.

Density, dwelling units per acre means the number of dwelling units per acre. The determination of dwelling units per acre is calculated exclusive of water bodies and land below the mean high water level.

Design professional means an individual or firm appropriately licensed and registered in the State of South Carolina.

Detention means the temporary holding back of stormwater and releasing it at a controlled rate.

Developer means the legal or beneficial owner of a lot or of any land included in a proposed development; or the holder of an option or contract to purchase, or any other person having an enforceable proprietary interest in such land.

Development means the planning for or carrying out of a building activity or mining operation, the making of material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels.

Development agreement means the current development agreement with Kiawah Resort Associates (KRA) or their successors.

Development application means a request for any development approval, including all supplementary information specified in the code or on the application form.

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Diameter breast height (dbh) means the total diameter, in inches, of a tree trunk or trunks measured at a point 4½ feet above existing grade (at the base of the tree). In measuring dbh, the circumference of the tree shall be measured with a standard diameter tape, and the circumference shall be divided by 3.14.

Director of Public Works means the Director of the Charleston County Department of Public Works of the Town of Kiawah Island or his authorized representative.

District means a section of the Town for which the regulations governing the area, height or use of the building are uniform.

Dock means a structure extending into or upon a waterway, marshland or other natural water feature that provides docking space for ten boats or less.

Dock, community, means any docking facility that provides access for more than four families, has effective docking space of no more than 250 linear feet and is not a marina. The term "effective docking space" means adequate length and water depth to dock a 20-foot boat.

Dock, fixed, means a structure that can either be a portion of a dock that does not float, but is fixed, e.g., the walkway and pierhead, or it is the fixed pierhead which is the deck area at the end of a walkway.

Dock, floating, means a structure that is part of a pier or dock that floats and provides easy access to moored boats.

Dock, joint use, means any private dock intended for the use of two to four families.

Dock, private, means any facility that provides access for one family, and is not a marina.

Drainage means the removal of surface water or groundwater from land by drains, grading or other means.

Dripline means an imaginary vertical line extending from the outermost circumference of the branches of a tree to the ground.

Driveway means a minimum ten-foot wide vehicular travel way of any surface treatment (pervious or impervious) from the property line to the garage. This includes guest parking and required back-up and turn-around areas required for safe vehicular movement as determined by the Planning Director.

Dry stack storage for watercraft means a facility for storing boats out of water. This is principally a land operation, where boats are dry stored or stacked until such time as they are transferred to the water for use.

Duplex means a building designed as a single structure, containing two separate living units, each of which is designed to be occupied as a separate permanent residence for one family.

Dwelling, accessory residential.

- (1) The term "accessory residential dwelling" means a dwelling unit which is accessory to a primary use and intended for occupancy in support of the primary use, such as caretakers or family members.
- (2) The term "accessory residential dwelling" does not include units that are rented or leased independently of the primary structure.

Dwelling, multifamily, means a building or portion thereof containing three or more dwelling units and used for occupancy by three or more households living independently of each other.

Dwelling, single-family attached, means two or more dwelling units, constructed with common or abutting walls and each located on a separate lot; also known as townhouses or rowhouses.

Dwelling, single-family detached, means one dwelling unit that is not attached to any other dwelling units and is located on an individual lot.

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Dwelling unit means one or more connecting rooms, designed, occupied or intended for occupancy as a separate living quarter for occupancy by a single household, which have direct access to the outside or to a common hall, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling units are usually located in dwellings, but may be included as a mixed or accessory use in buildings or in group quarters.

Earth roads means those in which the traveled roadway is constructed of compacted earth material.

Easement means a privilege or right of use, access or enjoyment granted on, above, under or across a particular tract of land by the landowner.

Easement, drainage, means the right of access of stormwater runoff from the adjacent natural drainage basin into the drainageway within the drainage easement.

Educational nursery. See *Preschool*.

Elderly residential care facility means a facility which provides fulltime residential care, for not more than ten elderly persons who are unrelated to the operator, and require personal assistance (personal assistance is defined by SCDHEC Regulation No. 61-84, standards for licensing, community residential care facility, as amended May 24, 1992).

Electric substation means structures and appurtenant facilities used for the distribution of electric energy in voltages less than 115,000 volts.

Enlargement means an increase in the size of an existing structure or use, including physical size of the property, building, parking, or other improvements. The term "enlargement" would also include the addition of other structures or uses on the lot.

Escrow means a surety bond, certified check, or other instrument readily convertible to cash, provided by the applicant, payable to the Town, and held by a responsible third person until the fulfillment of a specified condition.

Facade means the entire building wall, fascia, windows, doors, canopy and on any complete elevation.

Family means an individual, or two or more persons related by blood or marriage living together; or a group of not more than six individuals, including live-in servants, not related by blood or marriage but living together as a single housekeeping unit. Residents of community residential care facilities licensed by the South Carolina Department of Health and Environmental Control (DHEC) for nine or fewer individuals shall be considered a family.

Family day care home means an occupied residence in which child day care is provided on more than two days a week for periods of less than 24 hours, but more than four hours, for no more than six children, including those children living in the home and children received for day care who are related to the resident caregiver. Family day care homes are licensed by the South Carolina Department of Social Services (DSS). (See S.C. Code 1976, § 20-7-2700, as amended.)

Family, immediate, means the property owner's or property owners spouse's, parents, children, grandparents, grandchildren, nieces, nephews, aunts or uncles.

Farm means a parcel of land five acres or more that is used for one or more of the following: the tilling of the land, the raising of crops, fruits, and vegetables, and the raising and keeping of animals and plants.

FEMA means the Federal Emergency Management Agency, which promulgates flood boundary and floodway maps.

Fence or wall means an upright barrier or structure, including any gate which is part thereof, comprised of any material, including without limitation, hedgerow or other plant material, which serves to enclose, divide, protect, confine, screen, or mark the boundary of an area or structure or any portion thereof, or, in the case of a wall, also to support.

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Financial guarantee means surety intended to ensure that all improvements, facilities or work required by this chapter will be completed, restored or maintained in compliance with this chapter.

Financial service means an establishment primarily engaged in the provision of financial and banking services.

Finished grade means the average elevation of a lot after construction.

Flag means a piece of fabric or other flexible material, usually rectangular and of distinctive design which is used as a symbol, such as for a nation, state, locality, or corporation.

Flag lot. See *lot, flag*.

Flexible zoning means zoning techniques designed to allow flexibility in use and/or density of project design, including, but not necessarily limited to, cluster development, floating zones, performance zoning, planned development, overlay zones and conditional uses.

Floodplain means any land with a one percent chance of being inundated by water from any source in any given year, as identified by the Federal Emergency Management Agency (FEMA) or other credible floodplain storage.

Floor area.

- (1) The term "floor area" means the sum of the gross horizontal areas of the several floors of the building, measured from the exterior faces of the exterior walls or from the centerlines of walls separating two buildings, computed as follows:
 - a. Floor space devoted to the principal use of the premises, including accessory storage areas located within selling or working space, such as counters, racks, or closets;
 - b. Any basement floor area devoted to the production or processing of goods or to business or professional offices.
- (2) The term "floor area" does not include space devoted primarily to storage purposes (except as otherwise noted herein), off street parking or loading facilities, including ramps, and maneuvering space, or basement floor area, other than area devoted to retailing activities, the production or processing of goods, or business or professional offices.

Floor area ratio (FAR) means the ratio of the total usable floor space of all buildings on a parcel divided by the total highland area.

Florist means a commercial activity offering for sale cut flowers, ornamental plants, floral arrangements, real or artificial, and related accessories including cards, figurines and indoor ornamental fixtures.

Food sales means an establishment primarily engaged in the retail sale of food for home consumption. These establishments may include the sale of beer and wine in unopened containers for off-premises consumption where the sale of products other than beer and wine comprise at least 51 percent of the gross sales of the establishment, and at least 51 percent of the total display or shelf space is devoted to products other than beer and wine.

Funeral service means an establishment engaged in undertaking services such as preparing the human or animal dead for burial and arranging and managing funerals.

Garage apartment means a single dwelling unit located over a private detached garage and containing square footage no greater than that of the garage.

Garage, private, means an accessory structure or space on a lot with a dwelling unit devoted to or designed for the storage of automobiles and small (three-quarter-ton capacity or less) trucks and boats less than 20 feet in length and not used for business purposes or occupancy.

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Garden supplies center.

- (1) The term "garden supplies center" means a commercial activity offering for sale indoor or outdoor plants, garden fixtures, packaged plant food, pesticides or garden tools, manually or power-operated with associated parts and accessories.
- (2) The term "garden supplies center" does not include farm equipment elsewhere provided for in this chapter.

Gasoline service station.

- (1) The term "gasoline service station" means any premises used primarily for the retail sale of fuel for automobiles, light and medium trucks, motorcycles, recreational vehicles, and other consumer motor vehicles. The term "gasoline service stations" may include light maintenance such as engine tuneups, lubrication, minor repairs, and carburetor cleaning, but shall not include heavy vehicle maintenance activities such as engine overhauls, automobile painting, and body fender work. The term "gasoline service station" may also include the sale of motor vehicle accessories or used tires taken in trade on the premises.
- (2) The term "gasoline service station" does not include vehicle, moving truck, or trailer sales or rental.

General contractor means an establishment that has the ability to furnish a variety of building materials and provide multiple construction services at a specified price.

Geographical information system (GIS) means a computer-based system for generating maps comprised of different informational elements.

Golf course means a tract of land laid out for at least nine holes for playing the game of golf and improved with tees, greens, fairways and hazards, and that may include a clubhouse and shelter.

Governing body. See *Town Council*.

Government office means federal, state, county or city offices, administrative, clerical or public contact services, together with incidental storage and maintenance of necessary vehicles.

Grade means, for the purpose of determining building height:

- (1) For buildings adjoining one street only, it is the elevation of the sidewalk directly opposite the center of that wall which adjoins the street; in such case where the average elevation of the finished ground surface adjacent to the exterior walls of the building is lower than the elevation of the sidewalk grade, or where there is no sidewalk grade, or where there are no sidewalks, the grade shall be the average elevation of the ground on the lowest side adjacent to the exterior walls of the building.
- (2) For buildings adjoining more than one street, it is the elevation of the sidewalk directly opposite the center of the wall adjoining the street having the lowest sidewalk elevation.
- (3) For buildings having no wall adjoining the street, it is the average level of the finished ground surface adjacent to the exterior walls of the building.
- (4) All walls which are approximately parallel to and not more than 25 feet from a front lot line shall be considered as adjoining the street. In alleys, the surface of the paving shall be considered to be the sidewalk elevation. Where the elevation of the sidewalk or alley paving has not been established, the Public Works Director shall determine such elevation for the purpose of this chapter.

Grand Tree means any tree with a diameter breast height of twenty-four (24) inches or greater in size excluding pine trees.

Greenhouse means a partially or fully enclosed structure which is used for the growth of plants.

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Greenhouse production means ornamental plants or food crops grown for wholesale sale within an enclosed structure or under cover.

Gross floor area.

- (1) The term "gross floor area" means the total enclosed area of all floors in a building with a clear height of more than six feet, measured to the outside surface of the exterior walls. The term "gross floor area" includes the dock area of loading areas.
- (2) The term "gross floor area" does not include parking facilities, driveways and airspace above the atria ground floor which are excluded from gross floor area calculations. Enclosed loading areas and off-street maneuvering area also are excluded.

Gross leasable area (GLA).

- (1) The term "gross leasable area (GLA)" means the total floor area for which the tenant pays rent and that is designed for the tenant's occupancy and exclusive use.
- (2) The term "gross leasable area (GLA)" does not include public or common areas, such as utility rooms, stairwells and malls.

Ground cover means low-growing plant material less than 18 inches in height.

Ground floor level means the natural ground or the lowest floor elevation for structures as set forth in the town's floodplain management ordinance, whichever is higher provided, however, that ground floor level for structures shall not exceed 14 feet above natural ground. This definition shall not be construed to prevent an owner from constructing a first floor higher than ground floor level, provided, however, that height is measured from ground floor level or base flood elevation (BFE) when located within a flood zone.

Group care home, residential, means a staffed residence, licensed by the South Carolina Department of Social Services (DSS), with a population of fewer than 20 children who are in care apart from their parents, relatives, or guardians on a full-time basis. Group care homes are classified by different levels of care ranging from independent to assisted living.

Group residential/quarters.

- (1) The term "group residential/quarters" means the residential use of a site, on a weekly or longer basis, for occupancy by groups of more than six persons not defined as a family, such as fraternity or sorority houses, dormitories, or residence halls.
- (2) The term "group residential/quarters" does not include roominghouses or boardinghouses.

Hardware store means a retail store where items such as plumbing, heating, and electrical supplies, sporting goods, and paints are sold.

Head-in parking spaces means parking spaces which are directly accessed from street right-of-way that require the user to drive backwards in the right-of-way to enter or exit this space.

Heavy construction services means services involved in road, bridge, building, or other infrastructure construction.

Height See building height.

Height of signs means the vertical distance measured from ground level at the base of the sign structure to the highest point of sign structure.

Highland means the area of land above the OCRM critical line.

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Historical site means a structure or place of outstanding historical and cultural significance and designated as such by the Town of Kiawah Island, the State of South Carolina, or the National Register of Historic Places.

Hobby shop means an accessory use housed in a dwelling or in an accessory building in which the residents of the premises engage in recreation activities, none of which shall disturb the neighbors on either side or in the rear thereof, and which no goods may be publicly displayed, offered for sale, or advertised for sale, nor may any sign be used in connection therewith.

Home health agencies means a public, nonprofit or proprietary organization licensed by the South Carolina Department of Health and Environmental Control (DHEC) which furnishes or offers to furnish home health services. These services include parttime or intermittent skilled nursing care, as ordered by a physician and provided by or under the supervision of a registered nurse, and at least one other therapeutic service. The majority of home health services are furnished on a visiting basis in a place of temporary or permanent residence used as the individual's home. (See SCDHEC Regulation No. 61-77, standards for licensing home health agencies.)

Home improvement center means a facility with over 5,000 square feet of floor area engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, paint and glass, house wares and household appliances, and garden supplies. Facilities under 5,000 square feet shall be considered a hardware store.

Home occupation means an accessory use of a dwelling unit or its accessory structure for gainful employment.

Homeowners' or property owners' association means a formally constituted nonprofit association or corporation made up of the property owners and/or residents of a fixed area. The homeowners' or property owners' association may take responsibility for costs and upkeep of common open space or facilities, or enforce certain covenants and restrictions.

Horticultural production.

- (1) The term "horticultural production" means land used to grow horticultural and floricultural specialties (such as flowers, shrubs, or trees intended for ornamental or landscaping purposes) for wholesale or retail sale in order to be transplanted to a different location. Retail sales shall not comprise more than 25 percent of gross sales.
- (2) The term "horticultural production" excludes crop and greenhouse production that have been identified elsewhere in this chapter.

Horticulture and landscaping services means and includes landscaping, tree trimming, tree removal and other similar services together with associated equipment and machinery directed toward the care of trees, plants or lawns.

Hospital means a licensed facility primarily providing in-patient medical, surgical, or psychiatric care for a period exceeding 24 hours. Hospital facilities may also include outpatient services and the following types of accessory activities: outpatient diagnostic and treatment centers, rehabilitation facilities, offices, laboratories, teaching facilities, meeting areas, cafeterias, maintenance and parking facilities. The term "hospital" includes general hospitals, specialized hospitals, chronic hospitals, psychiatric and substance abuse hospitals or hospices. (See SCDHEC Regulation No. 61-16, standards for licensing hospital and general infirmaries, and Regulation No. 61-78, standards for licensing hospices.)

Hotel or inn means a building or arrangement of buildings designed and occupied as a temporary abiding place of individuals who are lodged with or without meals, in which the rooms are usually occupied singularly for hire, and in which there are six or more sleeping rooms.

Hydroponics means land used to produce, for wholesale sale, plants grown in nutrient-enriched water, where no soil is used.

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Impact fees means charges assessed against newly developing property that attempt to recover the cost incurred by a local government in providing the public facilities required to serve the new development.

Impervious surface means any material which prevents, impedes or slows infiltration or absorption of stormwater directly into the ground at the rate of absorption of vegetation bearing soils, including buildings, asphalt, concrete, gravel and other surfaces as determined by the Planning Director.

Improvements means street pavements, curbs, sanitary and storm sewers, permanent street monuments, sidewalks, drainage, culverts, utilities, water lines and connections, sewer lines and connections, lighting fixtures and other similar capital and public facility projects.

Incentive zoning means the granting by the approving authority of additional development capacity in exchange for a public benefit or amenity.

Indigenous produce.

- (1) The term "indigenous produce" means fresh fruit, vegetables and agronomic crops (crops such as field corn, soybean, wheat, and oats) grown in, or are characteristic of Charleston County.
- (2) The term "indigenous produce" specifically excludes livestock, animals or seafood.

Infill development means the addition of new housing or other buildings on scattered vacant sites in a built-up area.

Inoperable vehicle means any motor driven vehicle, regardless of size, which is incapable of being self propelled upon the public streets of the Town or which does not meet the requirements for operation upon the public streets, including a current motor vehicle registration.

Invasive species means species that are not native to South Carolina and cause economic or environmental harm or harm to human health. Invasive species may be found in the Nonnative Invasive Plants of Southern Forests registry published by the US Department of Agriculture or list provided by Clemson University Cooperative Extension.

Island-based employee means employees that are employed full or part time on Kiawah Island, yet reside off the Island.

Kennel means a facility that provides boarding for three or more dogs, cats, or other household pets for a fee, and may include grooming, breeding, training, or selling of animals.

Kiawah Island means the area within the Town of Kiawah Island, South Carolina, including its surrounding marshes and nearby islands and includes all lands and areas encompassed within the boundaries of the low lands, high lands, marsh lands and waterways. Kiawah Island is bounded by the Atlantic Ocean to the East, the Kiawah River to the South and the Stono River to the North.

KICA means the Kiawah Island Community Association, Inc.

KICA covenants refers to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. recorded in the RMC Office for Charleston County in Book M 114, Page 407, and amendments thereto.

Kindergarten means a school for children of pre-public school age in which constructive endeavors, object lessons and helpful games are prominent features of the curriculum.

Land development means changing of land characteristics through redevelopment, construction, subdivision into parcels, condominium complexes, apartment complexes, commercial parks, shopping centers, industrial parks, mobile home parks, and similar developments for sale, lease or any combination of owner and rental characteristics.

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Land surveyor means to determine the boundaries, area, or elevations of (land or structures on the earth's surface) by means of measuring angles and distances, using the techniques of geometry and trigonometry.

Library means a room or building for exhibiting, or an institution in charge of, a collection of books; artistic, historical, or scientific objects.

Liquor, beer or wine sales means an establishment primarily engaged in the retail sale of alcoholic beverages for off-premises consumption. The term "liquor, beer or wine sales" includes all retail stores where the sale of alcoholic beverages comprises 49 percent or more of gross sales.

Living area means that portion of the dwelling unit utilized for living purposes within the exterior walls of the structure and does not include porches, breezeways, garages and carports.

Lodginghouse means a building other than a hotel, where lodging for five or more persons is provided for compensation.

Lot means the development parcel identified in a subdivision plat recorded in the Charleston County, RMC office; also referenced to as zoning lot, parcel, plot or tract.

Lot area means the area of the lot shall be the net horizontal area of the lot and shall not include portions of streets, alleys and areas below mean high-water and water bodies.

Lot, corner, means either a lot bounded entirely by streets or a lot which adjoins the point of intersection or meeting of two or more streets.

Lot coverage means the total percentage of lot area that is impervious to stormwater, including buildings, decks, walls, driveways, front walkways, and other impervious surfaces as defined by this ordinance and determined by the Planning Director.

Lot depth means the mean horizontal distance between the front and rear lot lines.

Lot, double-frontage, means an interior lot that abuts on two parallel streets or that abuts on two streets that do not intersect at the boundaries of the lot. Lots with access on a street and alley shall not be considered double-frontage lots.

Lot, flag, means a legally platted lot that is designed specifically to have a portion that is buildable (the "flag" area) and a portion that [is] unbuildable (the "pole" area) that is used solely for access on the parcel.

Lot frontage means the distance for which a zoning lot abuts on a street.

Lot, interior, means a lot other than a corner lot.

Lot line means a line of record bounding a lot which divides one lot from another lot or from a public or private street or any other public space.

Lot line, front, means the lot line separating a lot from a street right-of-way.

Lot line, interior, means the lot line other than a front lot line.

Lot line, rear, means the lot line opposite and most distant from the front lot line.

Lot line, side, means any lot line other than a front or rear lot line.

Lot, through, means an interior lot which abuts on two or more streets.

Lot width means the width of:

- (1) A corner lot, if there are:
 - a. Two street yard lines, the shorter of such lines;

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- b. More than two street yard lines, the average length of the two shortest of such lines.
- (2) An interior lot, the length of the front yard line.
- (3) A through lot, a width determined on the basis of a reasonable division of the lot into segments fronting on several streets.

Lot, zoning, means any lot that falls within the jurisdiction of this chapter.

Lots of record, approved, means platted parcels of land created and recorded with the Register of Mesne Conveyance of Charleston County since January 1, 1955, in conformance with article III of this chapter, subdivision regulations and bearing the Planning Commission or Council stamp of approval, or identical parcels created and recorded by plat or meets and bounds prior to January 1, 1955.

Main utility lines means those facilities including piping, conduits, outlets, and other appurtenances necessary for the proper functioning of essential services to a development including water, electricity, gas, sanitary sewer, storm sewer, cable, communications, etc.

Maintenance agreement means an agreement which may be required and accepted by the Town or another designated governmental agency to ensure that necessary improvements are maintained and will function as required for a specific period of time.

Maintenance guarantee means any security which may be required and accepted by the Town or another designated governmental agency to ensure that necessary improvements are maintained and will function as required for a specific period of time.

Major recreational equipment means and includes, but is not limited to, boat, boat trailer, recreational vehicle, and containers for transporting such equipment, whether occupied thereby or not.

Manufactured housing unit.

- (1) The term "manufactured housing unit" means any residential dwelling unit constructed to standards and codes set forth by the United States Department of Housing and Urban Development, including the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC 5401).
- (2) The term "manufactured housing unit" does not include recreational vehicles, travel trailers or motorized homes licensed for travel on highways, nor manufactured housing units designed and built to meet applicable requirements of South Carolina Modular Buildings Construction Act.

Manufacturing and production means an establishment engaged in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, manmade, raw, secondary or partially completed materials may be used. Products may be finished or semifinished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Goods are generally not displayed or sold on site, but if so, this is a subordinate part of sales. Relatively few customers come to the site.

Marina means any of the following, as defined by OCRM:

- (1) Locked harbor facility;
- (2) Any facility which provides fueling, pump-out, maintenance or repair services (regardless of length);
- (3) Any facility which has permanent docking space of 250 linear feet or greater;
- (4) Any water area with a structure which is used for docking or otherwise mooring vessels and constructed to provide temporary or permanent docking space for more than ten boats; or
- (5) A dry stack facility.

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Maximum extent feasible means the point at which all possible measures have been undertaken by the applicant, at which point further measures would involve physical or economic hardships that would render a development project unfeasible or would be unreasonable in the judgment of a review or decision-making body.

Mean sea level means elevation 0.0 as determined by NGVD 29 datum.

Medical clinic, outpatient services.

- (1) The term "outpatient services medical clinic" means an office or clinic for the private practice of health care professionals licensed by the State of South Carolina. The majority of patient encounters in the office or clinic involve examination, diagnosis, treatment or surgical procedures on an outpatient basis not extending beyond a 24-hour period.
- (2) The term "outpatient services medical clinic" excludes any facilities that have been more specifically defined in this chapter.

Medical office means an office used exclusively by a physician, dentist, and/or similar personnel for the treatment and examination of patients solely on an outpatient basis, provided that no overnight patients shall be kept on the premises.

Medical services means any services provided by a licensed medical practitioner.

MHW means the mean high-water line.

Mini-warehouse means a structure containing separate, individual and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time.

Mixed-use structure means a structure containing both residential and nonresidential uses.

MLW means the mean low-water line.

Modular building unit means a building including the necessary electrical, plumbing, heating, ventilating and other service systems, manufactured off site and transported to the point of use for installation or erection, with or without other specified components, as a finished building and not designed for ready removal to another site. A modular building unit must meet the applicable requirements of the South Carolina Modular Buildings Construction Act. The term "modular building unit" is not to be limited to residential dwellings.

Motion picture/live theater means a structure that contains audience seating, one or more screens/auditoriums, and a lobby and refreshment stand.

Motor vehicle means every vehicle that is self-propelled that can be licensed and registered to be driven on public streets, roads or rights-of-way, except mopeds, and every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

MSL means the mean sea level.

Mulching operation means an operation that produces mulch. Mulch consists of organic substances placed on the earth as a protective covering around plants to retard weed growth and prevent moisture evaporation and freezing of roots.

Multifamily. See *Dwelling, multifamily.*

Museum means a registered nonprofit organization displaying, preserving, and/or exhibiting objects of community and cultural interest in one or more of the arts and sciences.

Natural ground means the average elevation of a lot or development parcel prior to development activity.

Nature exhibition.

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- (1) The term "nature exhibition" means a public display of materials or living things of the outdoors, including the re-creation of native natural wildlife habitats.
- (2) The term "nature exhibition" does not include facilities, such as zoos, where the primary purpose is the display of live animals.

News syndicate services means a publication, printed on newsprint, intended for general circulation, and published regularly at short intervals, containing information and editorials on current events and news of general interest.

NGVD means the National Geodetic Vertical Datum.

Noncommercial copy means material written for informational purposes only. This material is nonpromotional and does not advertise a business or service.

Nonconforming lot means a tract of land, designated on a duly recorded subdivision plat, or by duly recorded deed, or by other lawful means, that complied with the lot area, lot width and lot depth standards of the zoning district in which it was located at the time of its creation, but which does not comply with the minimum lot area, lot width or lot depth requirements of the zoning district in which it is now located.

Nonconforming sign means a sign that was legally established but which no longer complies with the sign regulations of this chapter.

Nonconforming structure means a structure or portion thereof which was lawfully erected or altered, but which does not comply with the regulations applicable to new structures in the zoning district in which it is located.

Nonconforming use means a use which was lawfully established and maintained, but which does not comply with the use regulations applicable to new uses in the zoning district in which it is located; the use of any land, building, or structure which does not conform with currently applicable use regulations, but which complied with use regulations in effect at the time the use was established.

Office means a building used primarily for conducting the affairs of a business, profession, service, industry, or government or like activity, and may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, and child care facilities.

Office of Coastal Resource Management (OCRM) critical line area means the line defined by the South Carolina Department of Health and Environmental Control's Office of Ocean and Coastal Resource Management at the date of application and determines their jurisdiction.

Office/warehouse complex means a structure or group of structures offering compartments of varying size for rental to different tenants for the storage of commercial goods or wares, conducting of certain retail trade activities, or provision of those personal or business services permitted by zoning.

Open space means an area that is not divided into building lots, streets, driveways, parking lots or rights-of-way and is intended to provide light and air, and is designed for either environmental resource protection, wildlife habitats, scenic views or recreational purposes as allowed.

Open storage.

- (1) The term "open storage" means the location of bulk items, assemblies or sub-assemblies in areas exposed to weather, in whole or in part, for the end use of further manufacturing process, sale or transportation. The term "open storage" shall include, but not be limited to, open display of transportation vehicles, marine craft, aircraft, mobile homes, modules, recreation vehicles, junkyards or "piggy-back" containers.
- (2) The term "open storage" does not include uses that are totally enclosed.

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Outdoor living space.

- (1) The term "outdoor living space" means uncovered, horizontal open space on a zoning lot, which space:
 - a. Is paved, landscaped, or otherwise improved to make it suitable for passive or active outdoor recreational use and in the case of roofs and balconies is so arranged as to be safe for use by children;
 - b. Is readily accessible to the residents of the building for which it is required; and
 - c. May include land, balcony and roof areas.
- (2) The term "outdoor living space" does not include loading or parking areas, driveways or refuse storage area and is so arranged as to prevent entry by motor vehicles.

Outside storage means the keeping, in an unroofed area, of any goods, junk, material, merchandise or vehicles in the same place for more than 24 hours.

Owner means an individual, firm, association, syndicate, partnership or corporation having a sufficient proprietary interest in land to seek development of the land.

Parcel means a contiguous lot or tract of land owned and recorded as the property of the same persons, or controlled by a single entity.

Park means an open space with natural vegetation and landscaping; may include recreational facilities.

Parking garage means a building where residents, tourists, customers or employees park their motor vehicles on a temporary or daily basis with a service charge or fee being paid to the owner or operator.

Parking lot means an open area providing off-street parking for the motor vehicles of residents, tourists, customers, or employees on a temporary, daily, or overnight basis.

Parks and recreation means parks, playgrounds, swimming pools, recreation facilities, and open spaces available to the general public, either without a fee or under the management or control of a public agency.

Parole or probation office means an office for those who supervise parolees or persons placed on probation by a court in criminal proceedings.

Patio home means a detached one-family dwelling on a separate lot with open space setbacks on three sides and with a court.

Paved streets means those in which the traveled roadway is constructed of a layer or layers of materials with the surface usually being constructed of Portland cement concrete or asphaltic concrete.

Pavement means the uppermost layer of material placed on the street usually as the wearing or riding surface. This term is used interchangeably with surface course or surfacing and will usually imply Portland cement concrete or asphalt concrete.

Pending ordinance doctrine means the Zoning Administrator has the authority to refuse a permit for a use which is repugnant to the terms of a proposed zoning ordinance or amendment pending at the time of application for the permit. An ordinance is legally pending when the governing body has resolved to consider a particular scheme of rezoning and has advertised to the public its intention to hold public hearings on the rezoning.

Pennants, streamers and other moving devices means pennants, ribbons, streamers, spinners, light bulbs, or other similar moving devices when part of a sign, or when used to draw attention to a business or its signs.

Person means an individual, proprietorship, partnership, corporation, association or other legal entity.

Personal improvement education.

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- (1) The term "personal improvement education" means an establishment primarily engaged in the provision of information or instruction relating to a particular subject or hobby.
- (2) The term "personal improvement education" excludes any educational services more specifically defined in this chapter.

Personal improvement service.

- (1) The term "personal improvement service" means an establishment primarily engaged in the provision of informational, instructional, personal improvements or similar services.
- (2) The term "personal improvement service" excludes any services that have been more specifically defined in this chapter.

Personal services establishment means an establishment that provides nonmedically related services, including, but not limited to, beauty shops and barbershops; clothing rental; dry cleaning pickup stores; shoe repair shops; tanning salons. These uses may also include accessory retail sales of products related to the services provided.

Pervious surface means an unimproved portion of land maintained in its natural condition or an improved portion of land covered by a material that permits infiltration or percolation of stormwater into the ground as determined by the Planning Director.

Pet grooming salons means an establishment primarily engaged in the grooming of household pets.

Pet, household, means domestic animals typically kept for company or enjoyment within the home. The term "household pets" includes, but not be limited to: domestic cats; domestic dogs; domestic ferrets; gerbils; guinea pigs; hamsters; domestic laboratory mice; domestic rabbits; goldfish, canaries and parrots.

Pet store means an establishment primarily engaged in the retail sale of household pets.

Pier means a structure that accesses water for any number of uses that consists of walkway, pierhead and floating dock.

Planned development district means a zoning district established under the provisions of section 12-73.

Planning Commission means the Planning Commission of the Town of Kiawah island as created by the Town Council and given the responsibilities set forth in the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"). See the Act, sections 6-29-340 through 6-29-380; may also be referred to as "Commission," "Local Planning Commission" or "Planning and Zoning Commission."

Planning Director means the Director of the Charleston County Planning Department, or his authorized representative, who shall also serve as the zoning enforcement officer.

Plants means and includes seed, seedlings, nursery stocks, roots, tubers, bulbs, cuttings and other plant parts used in the propagation of field crops, vegetables, fruits, flowers or other plants.

Plat means a recorded graphic description of property prepared and approved in compliance with article III of this chapter, as amended.

Plat, conditional, means a plat proposed in accordance with the provisions of article III of this chapter, which provides detailed land development specifications and is submitted subsequent to an approved preliminary plat and construction plan.

Plat, final, means a plat proposed in accordance with the provisions of article III of this chapter, which is in the proper format for filing and recordation. Approval is granted upon completion or installation of all improvements, or the posting of a performance guarantee assuring completion or installation.

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Plat, final plat approval means the official action of the Commission approving or conditionally approving a preliminary, conditional or final plat.

Plat, preliminary, means a plat prepared in accordance with the provisions of article III of this chapter, which is submitted for the purpose of showing the design of a proposed subdivision and the existing conditions in and around it.

Postal Service, United States, means the postal services, including post offices, bulk mail processing, or sorting centers operated by the United States Postal Service.

Preliminary approval means the official action of the Zoning and Planning Commission conferring certain rights prior to final approval after specific elements of a preliminary plat have been agreed upon by the Commission and the applicant.

Preschool means a school, with an accredited training program and staffed with certified teachers, for children who are not old enough to attend kindergarten.

Preserved means to remain relatively unchanged. In relation to open space, the term "preserved" means land placed in a conservation easement with a permanent deed restriction that prohibits further development.

Principal use means the primary or predominant use to which a property is or may be devoted and to which all other uses on the premises are accessory.

Private club means a privately owned, by-invitation only association of two or more members who may have the use of land and facilities owned or leased by the club and made available to members, their guests and others, as the club owners may allow from time to time; membership may be for social, civic, recreational and/or other lawful purposes with such membership conditioned upon the receipt of dues, fees or other charges as are levied by the club owners.

Private postal or mailing services means a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal Service and private service), and provides mailboxes for lease.

Professional office.

- (1) The term "professional office" means a use providing professional or consulting services in the fields of law, architecture, design, engineering, accounting, and similar professions.
- (2) The term "professional office" does not include "medical office or clinic" or "parole or probation office."

~~*Protected tree* means any tree with a diameter breast height of 8 inches or greater. *Protected tree* means any tree with a diameter breast height of 24 inches or greater, excluding pine trees, and any tree with a diameter breast height of six inches or greater within required buffers or any other required landscape areas.~~

Public or community health care center.

- (1) The term "public or community health care center" means a publicly owned facility or not-for-profit organization providing health services for ambulatory patients. These centers can include related facilities, such as laboratories, clinics, and administrative offices typically operated in connection with such care centers.
- (2) The term "public or community health care center" does not include facilities to treat mental health or substance abuse.

Public project means any project by or for a public agency using real property, as owner or tenant that falls within the jurisdiction of the Town of Kiawah Island. These public agencies include:

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- (1) Agencies and departments of the State of South Carolina;
- (2) Counties, county agencies and departments; and
- (3) Municipalities, municipal agencies, and departments.

Public Works Director means the Director of the Department of Public Works of the County of Charleston or an authorized representative.

Publicly designated area means an area set aside for public use, by any federal, state, or local government.

Rack means a storage slip for a boat in a dry stack storage facility.

Radio and television broadcasting studio.

- (1) The term "radio and television broadcasting studio" means an establishment containing one or more broadcasting studios for over-the-air, cable or satellite delivery of radio or television programs, or studios for the audio or video recording or filming of musical performances, radio or television programs or motion pictures.
- (2) The term "radio and television broadcasting studio" does not include a transmission tower.

Recreation and entertainment, indoor.

- (1) The term "indoor recreation and entertainment" means participatory and spectator-oriented recreation and entertainment uses conducted within an enclosed building.
- (2) The term "indoor recreation and entertainment" excludes any sexually oriented businesses.

Recreation and entertainment, outdoor.

- (1) The term "outdoor recreation and entertainment" means participatory and spectator-oriented recreation and entertainment uses conducted in open, partially enclosed, or screened facilities.
- (2) The term "outdoor recreation and entertainment" excludes any sexually oriented businesses.

Recreation center means a building designed for and used as a social, recreation, and cultural center. As a part of such recreation centers there may be included craft rooms, music rooms, game rooms, meeting rooms, auditoriums, swimming pools and kitchen facilities.

Recreation or vacation camp.

- (1) The term "recreation or vacation camp" means an area or tract of land primarily used for recreational purposes that retains an open air or natural character. Accommodations for temporary occupancy, such as cabins and tents, may be located or placed in these areas.
- (2) The term "recreation or vacation camp" does not include areas for recreational vehicles or motorized campers.

Recreational equipment means equipment associated with indoor and/or outdoor participatory and spectator-oriented recreation and entertainment uses.

Recreational vehicle.

- (1) The term "recreational vehicle" means a highway vehicular, portable structure designed as a temporary dwelling for travel, recreational, and vacation uses. The term includes camping trailer, motor home, travel trailer, and truck campers.
- (2) The term "recreational vehicle" does not include manufactured housing units.

Recreational vehicle park.

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- (1) The term "recreational vehicle park" means any lot of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy as temporary living quarters for purposes of recreation or vacation.
- (2) The term "recreational vehicle park" does not include any premises on which unoccupied recreational vehicles, whether new or used, are parked for the purposes of inspection, sale, storage, or repair.

Recycling center means an establishment engaged in the processing, collection and transfer of recyclable materials. Typical recyclable materials include: glass, paper, plastic, cans, motor oil or other source material that is separated and of nondecayable materials.

Recycling collection dropoff facility means a facility used for the collection and transfer, but not the actual processing, of any of the following recyclable materials: glass, paper, plastic, cans, or other source separated, nondecayable materials. Recyclable materials at a recycling collection facility shall not include motor oil, chemicals, household appliances, tires, automobiles, automobile parts or decayable materials.

Rehabilitation facility means a facility operated for the primary purpose of assisting in the rehabilitation of disabled individuals through an integrated program of medical, psychological, social or vocational evaluation and services under competent professional supervision.

Religious assembly means a church, synagogue, temple, monastery, convent, retreat center or any permanent or temporary building providing regular, organized religious worship of any denomination and religious education incidental thereto, but excluding private primary or secondary educational facilities day care facilities. A property tax exemption obtained pursuant to State Law shall constitute prima facie evidence of religious assembly use.

Relocated tree means a protected tree that has been relocated in accordance with the requirements of this chapter.

Remodel.

- (1) The term "remodel" means the internal or external alteration or change, in whole or in part, of a structure or thing that changes its characteristic appearance or the fundamental purpose of its existing design or arrangement and the uses contemplated.
- (2) The term "remodel" does not include the terms "enlargement" and "extension."

Repair service, commercial, means an establishment engaged in the repair or servicing of industrial, business or consumer machinery, equipment, tools, scientific or professional instruments, or similar products or byproducts. Firms that service consumer goods do so mainly by providing centralized services for separate retail outlets.

Repair service, consumer, means an establishment primarily engaged in the provision of repair services to individuals and households rather than firms, but excluding vehicle and commercial repair services.

Required tree means the term used to refer, either collectively or separately, to all trees required to be retained or replaced.

Residential building or use means a residential building is a building containing only residential uses and uses accessory thereto.

Residential, short-term, means any real property rented except dwelling units rented less than two weeks per annum.

Residential treatment facility for children and adolescents means a facility licensed by the South Carolina Department of Health and Environmental Control (DHEC) operated for the assessment, diagnosis, treatment, and care of two or more children and/or adolescents in need of mental health treatment. The services include a special

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education program, recreational facilities, and residential treatment. This definition excludes facilities that are appropriately licensed by the State Department of Social Services. (See SCDHEC Regulation No. 61-103, standards for licensing residential treatment facilities for children and adolescents.)

Responsible entity means either:

- (1) The unit of local government responsible under State Law for the maintenance of the roadway; or
- (2) In the case of private roadways (nonpublicly maintained), the owner of the property on which the roadway is located, or a homeowners association, if existing, previously created to maintain the roadway.

Restaurant, fast-food, means an establishment that offers quick food service, which is accomplished through a limited menu of items already prepared and held for service, or prepared, fried or griddled quickly, or heated in a device such as a microwave oven. A fast-food restaurant generally has one or more of the following characteristics:

- (1) It serves ready to eat foods, frozen deserts, or beverages in edible or paper, plastic or disposable containers;
- (2) It serves foods that customers carry to the restaurant's seating facilities, to motor vehicles, or off premises;
- (3) It serves foods through a pass-through window, (which includes any and all drive in restaurants); or
- (4) Alcoholic beverages shall not comprise more than 25 percent of gross receipts.

Restaurant, general.

- (1) The term "general restaurant" means an establishment engaged in the preparation and retail sale of food and beverages for on premises consumption, where the sales of alcoholic beverages does not comprise more than 25 percent of gross receipts.
- (2) The term "general restaurant" does not include fast-food restaurants.

Retail sales and services, general.

- (1) The term "general retail sales and services" means an establishment primarily engaged in the sale of new or used products to the general public.
- (2) The term "general retail sales and services" excludes those establishments more specifically defined in this chapter.

Retirement housing means the use of a site for one or more dwelling units designed for independent living and marketed specifically for the elderly, persons with physical disabilities or both.

Review body means the entity that is authorized to recommend approval or denial of an application or permit required under this chapter.

Right-of-way means land that has been, or is being, dedicated for the construction and maintenance of a street. Right-of-way may also be used to identify an area dedicated for use as part of a drainage system or utility corridor.

Road code means a recorded description of right-of-way specifications prepared and approved in compliance with article V of this chapter, the road code.

Roadside stand means a small open air structure for the retail sale of sweetgrass baskets or indigenous produce grown or produced on the farm where the roadside stand is located.

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Roadway means the entire area between the outside limits of construction, including appertaining structures, all slopes, ramps intersections, drive, and side ditches, channels waterways, etc., necessary for proper drainage. This term shall in general be considered synonymous with "street" or "road."

Rock road means those in which the traveled roadway is constructed of compacted rock material creating a rock driving surface.

Roominghouse means a dwelling other than a hotel where for compensation and by pre-arrangement for definite periods, lodging is provided for three or more, but not exceeding 20, persons on a weekly or monthly basis.

Rowhouse. See *Townhouse*.

Safety service means facilities for the conduct of public safety and emergency services.

School, primary, means a public, private or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of South Carolina.

School, secondary, means a public, private or parochial school offering instruction at the middle (junior) and senior high school levels in the branches of learning and study required to be taught in the public schools of South Carolina.

Scrap and salvage service or junkyard means an establishment primarily engaged in the storage, retail or wholesale sale, assembling, dismantling, sorting, distributing, or other processing of scrap, used equipment, mechanical components, or waste materials.

Screening means various combinations of walls, fences, earthen berms, trees, shrubbery, and landscape materials which comprise a screening plan approved by the Planning Director or designee to fulfill the requirements and serve the purposes of this chapter.

Screening, semi-opaque, means a combination of screening elements to partially obscure horizontal views between abutting or adjacent properties.

Self-service storage or mini-warehousing.

- (1) The term "self-service storage" or "mini-warehousing" means storage services primarily for personal effects and household goods within enclosed storage areas having individual access.
- (2) The term "self-service storage" or "mini-warehousing" excludes uses such as workshops, hobby shops, manufacturing or commercial activity.

Servants' quarters means an accessory building or portion of a main building located on the same lot as the main building and used as living quarters for servants employed on the premises and not rented or otherwise used as a separate domicile.

Service station, gasoline, means a facility limited to retail sales to the public of gasoline, motor oil, lubricants, motor fuels, travel aides, and minor automobile accessories.

Setback means a required minimum distance from a lot line or street right-of-way that establishes an area within which a structure shall not be erected.

Setback, front, means the setback measured from all street rights-of-way.

Setback, interior, means the setback measured from any interior lot line.

Setback line means a line measured from and parallel to a lot line.

Setback, rear, means the setback measured from the rear lot line.

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Setback, side, means any setback other than a rear or front setback.

Sewer means any pipe or conduit used to collect and convey sewage or stormwater runoff from the generating source to treatment plants or receiving streams.

Sewer, lateral, means pipes conducting sewage from individual buildings to larger pipes called truck or interceptor sewers that are generally located in street rights-of-way.

Sewer main means any system of continuous piping, the principal artery of the water or sewer system to which branches or lines may be connected.

Shopping center means a group or cluster of stores or buildings, divided for separate commercial or service facilities, organized in a balanced arrangement for retail trade, with provisions for parking.

Shrub means a self-supporting perennial plant of low stature characterized by multiple stems and branches running continuous from the base.

Sight triangle means a triangular-shaped portion of land established at street intersections in which nothing is permitted which limits or obstructs the sight distance of motorists entering or leaving the intersection. The sides of the triangle measure 25 feet from the intersection of the projected edge of pavement lines.

Sign means any device or representation for visual communication that is used to announce, direct attention, or advertise, and which is located on or attached to the premises, real property, structures on real property, or a vehicle, and which is visible from a public street or way.

Sign, abandoned, means a sign advertising a person, business, service, event or other activity that is no longer available or a sign containing inaccurate or outdated information.

Sign, animated, means any sign so designed as to facilitate or permit the rotation, oscillation, or other movement of the sign or of any of its visible parts.

Sign, area of, means the entire area within a continuous perimeter, enclosing the extreme limits of sign display, including any frame or border. Curved, spherical, or any other shaped sign face shall be computed on the basis of actual surface area. The area of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing each of said letters or devices. Any area devoted to required house numbers shall not be included in the calculation of maximum sign area. The calculation for a double-faced sign shall be the area of one face only. Double-faced signs shall be constructed so that both faces are either parallel or have an interior angle of less than 90 degrees, and the two faces shall not be more than 12 inches apart.

Sign, flashing.

- (1) The term "flashing sign" means any lighted or electrical sign that emits light in sudden transitory bursts. For purposes of this chapter, strobe lights in window fronts visible from public rights-of-way are included in this definition.
- (2) The term "flashing sign" does not include on/off time and temperature signs and message boards, for the purpose of this chapter.

Sign, freestanding, means a sign supported by a sign structure secured in the ground and which is wholly independent of any building, other than the sign structure, for support. A sign on a fence shall be considered a freestanding sign.

Sign, height of, means the vertical distance measured from ground level at the base of the sign structure to the highest point of sign structure.

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Sign, illuminated, means a sign designed to give forth artificial light or to reflect artificial light from a source incorporated in or associated with such sign.

Sign imitating traffic devices (signals) means signs of such size, location, movement, content, coloring or of a manner of illumination that could be confused with or construed to be traffic control devices; or hide from view any traffic or street signal; or obstruct the view in any direction from a street intersection.

Sign imitating traffic signs means signs that imitate official traffic signs or signals or signs that contain the word "stop," "go," "danger," "slow," "caution," "warning," or similar word, in such a fashion as to imitate official traffic signs or signals.

Sign in disrepair means any sign that contains damaged or defective parts, or otherwise presents an unsightly appearance due to lack of maintenance.

Sign in marshes means a sign erected or displayed in a marsh area or on land subject to periodic inundation by tidal action.

Sign, monument, means a freestanding sign with a sign (support) structure that is:

- (1) Designed as one architecturally unified and proportional element with the sign itself;
- (2) At least 90 percent of the width of the sign face; and
- (3) Solid from grade at the base of the sign to the top of the sign structure.

Sign, off-premises, means any sign located or proposed to be located at any place other than within the same platted parcel of land on which the specific business or activity being identified on such sign is itself located or conducted.

Sign, on-premises, means a sign which directs attention to a business or profession conducted, or to a principal commodity, service or entertainment sold or offered on the premises where such sign is located.

Sign, pedestal, means a freestanding sign with a sign (support) structure that is:

- (1) Designed as one architecturally unified and proportional element with the sign itself;
- (2) At least 50 percent of the width of the sign face; and
- (3) Solid from grade at the base of the sign to the top of the sign structure.

Sign, portable, means signs which usually rest on the ground on wheels or metal legs, and may be temporarily anchored by weights and/or cables attached to stakes driven into the ground.

Sign, real estate, means temporary sign advertising the real property upon which the sign is located for rent or lease or sale; advertising a business or businesses to be located on the premises; or advertising the architect, contractor, developer, finance organization, subcontractor or material vendor upon which property such individual is furnishing labor, services or material.

Sign, roof, means any sign erected upon, against, or directly above a roof or roof eave, or on or above any architectural appendage above the roof or roof eave.

Sign, snipe, means a nonpermitted sign pasted or attached to utility poles, trees, fences, or other locations.

Sign, temporary, means signs that are not permanently attached to a building, other structures or the ground and do not meet structural standards recognized and enforced by the Building Inspections Services Department.

Sign, vehicle, means a permanent or temporary sign affixed, painted on, or placed in or upon any parked vehicle, parked trailer or other parked device capable of being towed, which is displayed to attract the attention of the motoring public or pedestrian traffic.

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Sign, wall/facade, means a sign painted on or attached to the outside of a building, and erected parallel to the face of a building and supported throughout its length by such building.

Single-family, detached dwelling means a building containing one dwelling unit that is not attached to any other dwelling unit and is surrounded by yards or open space.

Social or civic organization.

- (1) The term "social or civic organization" means an establishment providing meeting, recreational, or social facilities for a nonprofit association, primarily for use by members and guests of youth organizations, fraternal organizations, and other similar groups.
- (2) The term "social or civic organization" does not include any type of use that is a residential facility, such as fraternity or sorority houses.

Social club or lodge means a building, structure, or grounds, or portion thereof, which is owned by or leased to private organizations, social clubs, or nonprofit associations for meeting, recreational, or social purposes. The use of such premises is restricted to the members of these organizations and their guests.

Special exception use means a use which may be permitted by the BZA pursuant to section 12-161.

Special trade contractor means an establishment that specializes in a specific aspect of construction, such as carpentry, electrical, painting, plumbing, roofing or tile.

Specimen tree means any Grand Tree or any Live Oak Tree with a diameter breast height of sixteen (16) inches or greater in size.

Stable means a building or land where horses are kept for private or commercial use including boarding, sale, rental, breeding or raising of horses.

Standard cubic foot (scf) means a cubic foot of gas at standard temperature and pressure, which are 68 degrees Fahrenheit and 29.92 inches of mercury.

Stealth tower means a communications tower not exceeding 120 feet in height designed to unobtrusively blend into the existing surroundings so as not to have the appearance of a communication tower and is designed to hide, obscure or conceal the presence of the towers and antennas. Examples of stealth towers include, but are not limited to, antenna tower alternative structures, architecturally roof-mounted antennas, building-mounted antennas painted to match the existing or proposed trees and landscaping, antenna structures designed to look like light poles or electrical utility poles, artificial trees, clock towers, flagpoles, steeples, water towers or water tanks.

Story means that part of a building included between the surface of one floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor of the building.

Story, first, means the first habitable interior floor of a structure above the required flood elevation.

Story, one-half, means a habitable floor which has heated square footage that is no greater than one-half the heated square footage of the largest story.

Street means a vehicular way which may also serve in part as a way for pedestrian traffic, whether called a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, land, place, alley, mall or other designated.

Street, arterial, means a street used primarily or designed for through traffic, usually on a continuous route.

Street, collector, means a street used or designed to carry traffic from minor streets to arterial or major streets.

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Street, cul-de-sac, means a street with only one means of ingress and egress and having a turnaround at the end.

Street line means a lot line separating a street from a lot or parcel.

Street, local, means a street other than an arterial or collector used or designated primarily to provide access to abutting property. Marginal access streets, cul-de-sacs and loop streets are examples of types of local streets. See also *Street, minor*.

Street, loop, means a local street that has its only ingress and egress at two points on the same (collector) street.

Street, minor, means a street other than an arterial or collector used or designated primarily to provide access to abutting property. Marginal access streets, cul-de-sac streets, and loop streets are examples of types of minor streets.

Street, stub, means a street that intersects with a local street and extends, usually one lot deep, to the property line of the development or rear of the block being developed.

Structural alterations means any change in the supporting member of a building such as a bearing wall, column, beams or girders.

Structure means anything constructed or erected, the use of which requires more or less permanent location on the ground, or which is attached to something having a more or less permanent location on the ground.

Subdivider means any person, firm, corporation, partnership or association acting individually or as a unit who causes land to be divided for the use of himself or others.

Subdivision means the division of a lot, block, tract, or parcel into two or more lots, blocks, tracts or parcels or any division of land involving the dedication of a new street or other public right-of-way or a change in existing streets, alleys, easements, water, sewer or other public improvements. The term "subdivision" also includes the resubdivision of a previously subdivided lot, block, tract or parcel. Subdivision regulations ("land development regulations") are defined pursuant to S.C. Code 1976, § 6-29-1110(2).

Subdivision improvement agreement means an agreement which may be required and accepted by the town or another designated governmental agency to ensure that necessary improvements required as part of an application for development will be satisfactorily completed.

Subdivision regulations means a recorded description of development standards prepared and approved in compliance with article III of this chapter.

Subgrade means the top surface of a roadbed upon which the pavement structure and shoulders are constructed.

Swale means a depression in the ground that channels runoff.

Swale, major, means a drainage system with a drainage swale one foot in depth or greater.

Swale, minor, means a drainage system with a drainage swale not exceeding one foot in depth.

Teardown means the construction or remodeling of single-family homes to the maximum allowable size permitted by land use and zoning regulation in neighborhoods distinctly characterized by considerably smaller homes.

Temporary means existing or continuing for a limited period of time as determined by a decision-making body.

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Temporary building means a building used temporarily for the storage of construction materials and equipment incidental and necessary to on-site permitted construction or utilities, or other community facilities, or used temporarily in conjunction with the sale of property within a subdivision under construction.

Tobacconists means tobacco retailers whose business exclusively or primarily involves the sale of tobacco products and related goods.

Town means the Town of Kiawah Island, South Carolina, a municipal corporation organized and existing under the Laws of the State of South Carolina.

Town Council means the Town Council of the Town of Kiawah Island, South Carolina; also referred to as the "Council."

Townhouse means a one-family dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from another unit by one or more vertical common fire-resistant walls.

Tract means the entire land area of a proposed subdivision.

Traffic mitigation measures means improvements and/or transportation management strategies to restore or maintain acceptable levels of service for a roadway segment or segments, including, but not limited to turn lane additions, acceleration/deceleration lanes, a new off-Island Reception Center/security checkpoint, other road widening alternatives, vanpools and other alternatives to decrease traffic volume or increase roadway capacity.

Traffic mitigation plan means a plan to restore or maintain acceptable levels of service for a roadway segment or segments.

Tree means any self supporting woody plant having a single trunk or trunks of two inches dbh or greater and usually having branches.

Tree preservation plan means a plan that shows all trees in the area to be developed or within the property. The plan shall include all significant and specimen trees to be preserved and measures taken to preserve them. The plan will also include calculations to determine the number of replacement trees as required by the tree removal and mitigation.

Tree protection fencing means a fence or wall at least four feet in height that ensures the protection of protected and Grand trees during development.

Understory tree means a tree, ten to 12 feet tall at the time of planting, which will grow to a minimum height of 20 feet at maturity.

Use means the purpose or activity for which land and buildings are designed, arranged or intended, or for which land or buildings are occupied or maintained.

Use, multiple, means the development of land or buildings for a variety of complementary or integrated residential, nonresidential or community service uses.

Use permitted by right means a principal use permitted without the requirement of a special exception.

Utility means a provider of electricity, gas, water, sewage service, telephone, cable or other similar service for principal development, and the provider of the service is publicly regulated.

Utility service, major, means facilities and structures that are necessary for the generation, transmission, and/or distribution of utilities to support principal development, such as generation facilities, electrical and telephone switching facilities, electric substations, pumping stations, sewage collection or disposal facilities, water or sewage treatment plants, water storage tanks, sewage collector or trunk lines, water mains, and similar facilities.

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Utility service, minor, means minor structures, such as lines and poles that are necessary to distribute utilities and provide service.

Variance means a relaxation by the Board of Zoning Appeals, of the dimensional regulations of the ordinance, where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the results of actions or the situation of the applicant, a literal enforcement of this code would result in unnecessary and undue hardship; and such variance is consistent with S.C. Code 1976, § 6-29-800.

Vehicle repair, consumer.

- (1) The term "consumer vehicle repair" means an establishment that primarily provides service to automobiles, light and medium trucks, motorcycles or recreational vehicles. These services include the maintenance, repair, or refinishing of motor vehicles, including both minor and major mechanical overhauling, paint and body work. Generally, the customer does not wait at the site while the service or repair is being performed.
- (2) The term "consumer vehicle repair" excludes any dismantling or scrap and salvage service.

Vehicle service, limited, means an establishment that provides direct services to motor vehicles where the driver or passengers generally wait in the vehicle or nearby while the service is performed.

Vehicle storage.

- (1) The term "vehicle storage" means an establishment offering long or short-term storage of operating vehicles or vehicles contracted for repair.
- (2) The term "vehicle storage" excludes any dismantling, scrap and salvage service, or junked vehicle yards.

Veterinary service means an establishment offering veterinary services and hospitals for animals.

Vibration means the periodic displacement or oscillation of the earth.

Wall or fence means a structural device erected to serve as an architectural element, landscape element, visual screen or physical barrier.

Waste-related use.

- (1) The term "waste-related use" means uses that collect or receive solid or liquid waste for disposal, treatment, transfer to another location, or production of energy from the waste.
- (2) The term "waste-related use" does not include uses otherwise defined as utilities.

Water and sewage treatment facility means and includes facilities providing service, maintenance, or repair of essential public utilities to one or more developments including, but not limited to wells, pumping stations, boosters, reservoir, repeaters, water storage tanks, lift stations, regulators, and other similar facilities.

Water body means property determined to be under water no less than 11 months of the year and under such standing water for a continuous period of no less than nine months of the year.

Water main means any system of continuous piping, the principal artery of the water or sewer system to which branches or lines may be connected.

Waterfront property means property within 500 feet of any river, tidal wetland or waterway, including saltwater marshes. Property abutting freshwater wetlands shall not be considered waterfront property.

Wetlands, freshwater, means those areas of land that are inundated or saturated by fresh water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support a

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prevalence of vegetation typically adapted for life in saturated soil conditions and delineated as freshwater wetlands by the U.S. Army Corps of Engineers.

Wholesale sales means an establishment engaged in the wholesale sale of products primarily intended for industrial, institutional, or commercial businesses. The uses emphasize on site sales or order taking, and often include display areas. Businesses may or may not be open to the general public, but sales to the general public are limited. Products may be picked up on site or delivered to the customer.

Written interpretation means any review or evaluation by the Planning Director, in written form, concerning this chapter, the comprehensive plan or any other relevant documents.

Yard means an open, unoccupied space other than a court, on the lot in which a building is situated, and which is unobstructed from the ground to the sky.

Yard, front, means an open space unoccupied by buildings or structures (except as hereafter provided) across the full width of the lot extending from the front line of the principal building to the front property line of the lot.

Yard, front depth means the minimum horizontal distance from the front line of the principal building to the front line of the lot.

Yard, rear, means an open space unoccupied by buildings or structures (except as hereafter provided) across the full width of the lot extending from the rear line of the principal building to the rear property line of the lot.

Yard, rear depth means the minimum horizontal distance from the rear line of the principal building to the rear line of the lot.

Zoning district means a specifically delineated geographic area or zone in the Town of Kiawah Island within which uniform development regulations and requirements govern the use, density and the placement, spacing, or size of buildings.

Zoning permit means a permit issued by the Planning Department that acknowledges that the intended land use, structure, building, or construction complies with the provisions of this chapter or authorized variance therefrom. A zoning permit shall be required prior to the activities described in section 12-165.

(b) All definitions not found in this section are defined as they appear in the latest edition of the Black's Law Dictionary.

(Code 1993, art. 12D; Ord. No. 94-12, § 2(12D-102), 9-26-1994; Ord. No. 2005-08, art. 12D, 10-12-2005; Ord. No. 2006-08, § 2.3, 11-7-2006; Ord. No. 2010-02, § 2.1, 3-2-2010; Ord. No. 2015-04, § 2, 4-14-2015; Ord. No. 2021-01, § 2, 3-2-2021)

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Sec. 12-24.1 Landscape and Tree Preservation Board.

- (a) *Creation.* The Town of Kiawah Island Landscape and Tree Preservation Board ("TPB") has been created and is authorized to act pursuant to S.C. Code 1976, §§ 6-29-870—6-29-910.
- (b) *Composition and appointment of term of office of members.*
- (1) The Landscape and Tree Preservation Board shall consist of seven members. The TPB shall consist of a cross section of design professionals (three minimum) and property owners who have demonstrated knowledge of the diversity of issues concerning trees and an interest the concept of designing with nature, all to be appointed by the Town Council. At least three of these property owners shall be resident members. The term "resident member" means a person who resides permanently on Kiawah Island for not less than eight months of each calendar year.
 - (2) The term of office for members shall be for three years from the date of appointment. Any vacancies shall be filled for the unexpired term by the Town Council. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties, provided the Town Council has approved such expenditures in advance.
 - (3) No member shall serve more than three consecutive terms of office; provided, however, that such member shall be eligible to hold such office after a break in service of twenty-four months.
 - (4) No member shall hold an elected public office in the Town of Kiawah Island or Charleston County.
 - (5) The TPB shall elect a chair and vice-chair for one (1) year terms.
 - (6) The Planning Director or designee shall serve as Secretary of the Board.
- (c) *Administrative office.* The Office of the TPB shall be located in the Town Municipal Center. All applications or requests and other papers to be filed with the Board are to be filed with the Planning Director of the Kiawah Island Planning Department not less than 30 working days prior to the Board meeting at which the matter will be heard.
- (1) Meetings of the Board shall be at the call of the Chairperson and at such other times as the Board may determine. All meetings of the Board shall be open to the public.
- (d) *Rules of procedures and records.* The TPB shall adopt rules of organizational procedure and shall keep a record of its resolutions, findings, and determinations, which record must be a public record. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such actions, all of which shall immediately be filed in the office of the Board and shall be a public record. The TPB may purchase equipment and supplies and may employ or contract for such staff and such experts as it considers necessary and consistent with funds appropriated by Town Council.
- (e) *Functions and powers.* The Landscape and Tree Preservation Board shall have the following powers:
- (1) The TPB shall be in place to review and approve, approve with conditions or disapprove a proposed Tree Preservation Plan for all proposed commercial or residential developments pursuant to Sec. 12-129. Tree Preservation and Landscaping Standards.
 - (2) The TPB shall be in place to review and approve, approve with conditions or disapprove the removal of any Specimen Tree or Grand Tree pursuant to Sec. 12-129. Tree Preservation and Landscaping Standards.

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- (3) The TPB shall be in place to hear and approve, approve with conditions or disapprove applications of special circumstances regarding tree removal as determined by the Planning Director.
 - (4) The TPB shall be in place to hear or approve, approve with conditions or disapprove variance request from strict interpretation of landscaping and tree preservation standards pursuant to Section 12-129. Tree Preservation and Landscape Standards of this Article.
 - (5) The TPB may recommend such legislation as may be needed and practicable to pursue the purpose for which the Board was established.
 - (6) The TPB may serve as an advisory board for the Town for matters pertaining to landscape standards and tree preservation.
- (f) *Filing of applications to the Landscape and Tree Preservation Board.*
- (1) All applications and matters brought before the TPB shall be heard in the order of filing at the regular meeting of the TPB; provided, however, that the TPB shall set its meeting agenda and determine the number of applications it will hear. The Chairperson may call a special meeting of the Landscape and Tree Preservation Board.
 - (2) In the event that such a special meeting is called, the Chairperson, at his discretion, shall give notice to interested parties that any or all pending matters before the TPB will be heard and considered at such special meeting.
- (g) *Published notice for hearings of the Landscape and Tree Preservation Board.* Applications considered for a decision of the TPB shall be held pursuant to notice provisions as specified in Section 12-156.
- (h) *Decisions of the Landscape and Tree Preservation Board on Variances.* The TPB shall render decisions on variance applications submitted pursuant to this Article and Section 12-129. The TPB may grant a variance only if exceptional circumstances exist, and where practical difficulty or unnecessary hardship is so substantial, serious, and compelling that relaxation of the general restrictions ought to be granted. No approval of such considered application shall be granted approval unless the applicant shall show and the Landscape and Tree Preservation Board shall find that:
- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - (2) These conditions do not generally apply to other property in the vicinity;
 - (3) Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonable restrict the utilization of the property;
 - (4) The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the zoning district will not be harmed by the granting of the variance;
 - (5) The TPB shall not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land, or to change the zoning district boundaries shown on the official zoning map;
 - (6) The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance;
 - (7) Granting the variance will not be contrary to the public or neighborhood interest nor will not adversely affect other property in the vicinity, nor interfere with the harmony, spirit, intent, and purpose of this article; and

*Proposed New Section within Zoning Ordinance
(12.24.1 Landscape and Tree Preservation Board)

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- (8) Granting of the variance does not substantially conflict with the comprehensive plan or the purposes of this article.
- (i) *Stipulations, conditions or safeguards.* In granting a variance, the TPB may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare.
- (j) *Lapse of approval.* An approved tree preservation plan or variance pursuant to Section 12-129 shall lapse and be of no further effect 12 months after the date that the tree preservation plan or variance was approved by the TPB unless a completed application of a zoning permit is submitted in accordance with section 12-155(4), or if no zoning permit is required, unless construction or development has commenced and is being diligently pursued.
- (k) *Minutes of the Tree Preservation Board.* The decisions of the Landscape and Tree Preservation Board shall be in writing and signed by the Chairperson or designee. The minutes of the TPB shall show the vote of each member upon each question, or if a member is absent or fails to vote, the minutes shall indicate such fact. The decisions of the TPB shall be filed in the offices of the TPB and the Planning Director. True copies thereof shall be sent by registered mail to each of the interested parties, and shall show the date of the filing and of the decision. These decisions shall be a public record.
- (l) *Appeals from Landscape and Tree Preservation Board decisions.* Any person who may have a substantial interest in any decision of the TPB or any officer, board, or bureau of the Town may appeal from any decision of the TPB to the Circuit Court in and for the County by filing with the Clerk of such court a petition in writing setting forth plainly, fully and distinctly wherein such decision is contrary to law. Such appeal shall be filed within 30 calendar days after the decision of the Landscape and Tree Preservation Board is rendered.



Supplementary Packet

Town Council

March 5, 2024

Written Public Comments

#AZO23-0000004

Landscape and Tree Preservation Standards

John Taylor

From: Daniel Beck <daniel@danielbeckarchitect.com>
Sent: Tuesday, February 27, 2024 9:08 PM
To: TOKI Planning
Cc: Bradley Belt; Michael Heidingsfelder; Madeleine Kaye; Russell Berner
Subject: Tree Ordinance

Hello Town of Kiawah Island,

I hope this email finds you well.

I was recently made aware that the proposed Town Ordinance had been revised during the readings to require review and approval by the Town's Tree Preservation Board for the removal of a 16" or greater Live Oak and a 24" or greater of other species.

In reading through the ordinance, I can't tell if the planning director has the authority to approve the tree requests or if it goes through an entire board process.

Can you clarify? A snippet is included at the bottom of this email.

Anyways....

The portion below this line is my official response to the draft ordinance that I would like read out loud into the official record.

Dear Town of Kiawah Island,

As a design professional I am opposed to the inclusion of single family residential projects within the proposed ordinance considering that wasn't the way the initial draft of the ordinance began.

I understand the intent of the ordinance and the inclusion of commercially zoned properties, but cannot support lumping properties zoned single family residential into the same basket of requirements.

The KIARB has done a tremendous job of maintaining the integrity of Kiawah Island on properties zoned single family residential while still having the flexibility to make judgment calls about removing trees of any size on a lot.

The planning process for a home on Kiawah can take years. So the adoption of this ordinance has the potential to ruin house plans in development if the Town of Kiawah Island doesn't agree with the discussions and approvals that have already occurred with the ARB.

In addition, another layer of meetings required for single-family residences on top of the already intense ARB review process seems like a waste of resources for the Town, Property Owners, Design Professionals, the ARB, and newly elected Board members. Unless this is just a mechanism for increased fees and fines on the part of the Town of Kiawah Island, I'm not sure I follow the logic behind the inclusion of properties zoned single family when viewed in the context of built and planted environments found on the island.

It seems apparent, from a legal perspective, that a precedent has been established over the past 40 years on Kiawah in favor of a property owner's right to develop a parcel in a manner that takes advantage of primary views and the buildable area versus being shoehorned into an unreasonable footprint due to existing vegetation. Once developed, proper mitigation and landscaping has continually ensured the Island still feels

and appears natural. Property owners have historically been able to fully utilize their lot while the Island maintains its integrity. An established and ongoing win-win.

I think the inclusion of single-family residential properties in the ordinance is going to cause unwarranted and unnecessary friction between the town, property owners, design professionals, ARB, future board members, and the towns legal council.

It seems a difficult position for a hypothetical board member to be placed in if they feel obligated to deny the removal of a tree or trees when they are living on a property, in a home, that was only physically possible due to the removal of similar trees. Due to the detailed recorded keeping of the ARB, I'm sure those kinds of conflicts will surface during heated board meetings.

For these reasons, I am not in support of the ordinance as written and request that single-family residential projects are struck from the ordinance before its adoption.

Respectfully submitted,

Daniel Beck

- end portion that needs to be read into the record.

Please let me know if anything needs to be done on my part to have this opposition read out loud during the meeting for the record.

Except in question below:

b. Under the provisions of this article, the following trees are considered Specimen Trees and shall be prohibited from being removed unless approval is granted by the Planning Director or designee in accordance with the requirements of this Article:

1. Grand Trees: Any tree with a diameter breast height of twenty-four (24) inches or greater in size; and
2. Live Oak Trees with a diameter breast height of sixteen (16) inches or greater c.

Under the provisions of this article, the following trees are considered Protected Trees and shall be prohibited from being removed unless approved by the Planning Director or designee in accordance with the requirements of this Article:

1. Any tree with a diameter breast height of eight (8) inches or greater.

DANIEL BECK

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CHARLESTON SC
DANIELBECKARCHITECTURE.COM
843 575-7961

John Taylor

From: Chad McDonald <Chad@McDonaldArchitects.com>
Sent: Wednesday, February 28, 2024 12:01 PM
To: John Taylor
Subject: Proposed letter to Town Council

DEAR TOWN OF KIAWAH COUNCIL MEMBERS,
GOOD MORNING. MY NAME IS CHAD McDONALD, AND I AM AN ARCHITECT PRACTICING ON KIAWAH ISLAND. MY EXPERIENCE WITH KIAWAH BEGAN NOT LONG AFTER FINISHING GRADUATE SCHOOL FOR ARCHITECTURE IN 1991. I HAVE HAD THE PLEASURE OF WORKING ON AND WATCHING THE EVOLUTION OF KIAWAH ISLAND SINCE THEN.

MY PURPOSE IN WRITING YOU TODAY IS TO SHARE A CONCERN THAT I FEAR WILL AFFECT ALL OF THE PROPERTY OWNERS (EXISTING OR NEW) ON KIAWAH IN A POTENTIALLY NEGATIVE WAY REGARDING THE PROPOSED TREE ORDINANCE. I DO BELIEVE THE TREE ORDINANCE IS WELL INTENTIONED. HOWEVER, I ALSO FEEL THAT THE UNINTENDED REPERCUSSIONS WILL BE VERY UNPLEASANT. AS CURRENTLY WRITTEN, SINGLE FAMILY PROPERTIES WILL FALL UNDER THE PROPOSED TREE ORDINANCE. ANY LIVE OAK 16" OR GREATER AND ANY TREE GREATER THAN 24" (DEFINED IN THE ORDINANCE AS A GRAND TREE) EXCLUDING PINE TREES, WILL **NOT** BE ABLE TO BE REMOVED WITHOUT TOWN APPROVAL. THIS IS IN ADDITION TO OR ON TOP OF THE CURRENT KIARB DESIGN REVIEW PROCESS. BASED ON MY EXPERIENCE THIS WILL MEAN THAT 80% TO 90% OF THE PROPERTIES ON KIAWAH WILL HAVE TREES THAT ARE PROTECTED FROM REMOVAL PRIMARILY DUE TO THE 16" LIVE OAK INCLUSION. ADDITIONALLY, THE MAJORITY OF PROPERTIES THAT I HAVE WORKED ON HAVE HAD AT LEAST ONE TREE, IF NOT MORE, THAT WOULD EXCEED 24" IN DIAMETER. THIS IS REGARDLESS OF WHETHER THE GRAND TREES OR 16" PLUS LIVE OAK TREE(S) ARE INSIDE OR OUTSIDE OF THE SETBACKS AND IRRESPECTIVE OF THE TREES HEALTH AND PHYSICAL CHARACTER (WHETHER THE TREE IS DAMAGED OR NOT.)

THE MANPOWER/STAFFING AND TIME — BOTH AT THE TOWN STAFFING LEVEL AND IN THE PRIVATE SECTOR — REQUIRED TO SATISFY THE REQUIREMENTS OF THE TREE ORDINANCE WILL BE COSTLY AND NOTICEABLY DELAY ANY WORK ON THE ISLAND AS IT ADDS A TOTALLY NEW LAYER OF BUREAUCRACY AND OVERSIGHT FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT — EXISTING OR NEW HOMES. THIS HAS THE OUTSIDE POTENTIAL IN MY OPINION TO NEGATIVELY AFFECT PROPERTY VALUES. I COULD BE WRONG, BUT I WOULD RATHER NOT SEE THAT OPINION TESTED DUE TO THE RISK. AGAIN, I DO BELIEVE THAT THE ORDINANCE IS WELL INTENDED. MY CONCERN IS THE UNINTENDED REPERCUSSIONS.

AS A MIDDLE GROUND PROPOSITION, I WOULD SUGGEST THAT THE REMOVAL OF LIVE OAKS TREES GREATER THAN 16" AND GRAND TREES **OUTSIDE THE SETBACKS** WOULD NEED TOWN APPROVAL WITH THE EXCEPTION OF THE REQUIRED DRIVEWAY ACCESS PATH FOR SINGLE FAMILY RESIDENTIAL PROPERTIES. FOR GRAND TREES, ANOTHER OPTION MIGHT BE THAT LIVE OAKS, 24" AND OVER IN DIAMETER AND THAT ARE DEEMED SPECIMEN TREES BY AN ARBORIST NEED APPROVAL TO BE REMOVED IF THEY CANNOT BE REASONABLY DESIGNED AROUND WHEN THE 24" LIVE OAK IS INSIDE THE SETBACKS. THIS WOULD BE IN ADDITION TO THE 16" LIVE OAKS OUTSIDE THE SETBACKS THAT WOULD NEED TO BE APPROVED FOR REMOVAL EXCEPT FOR THOSE IN THE DRIVEWAY ACCESS PATH. SOMETIMES A GRAND TREE IS RIGHT IN THE MIDDLE OF THE BUILDABLE AREA AND CANNOT BE REASONABLY WORKED AROUND. SOMETIMES IT CAN. REGRETTABLY, OFTEN, THEY CANNOT. THIS IS A FUNCTION OF THE TREE'S LOCATION ON THE PROPERTY, THE SHAPE OF THE PROPERTY AND OTHER CONDITIONS THAT ARE TYPICALLY UNIQUE TO THAT PROPERTY.

THANK YOU FOR YOUR TIME IN CONSIDERING THE THOUGHTS ABOVE.

KINDEST REGARDS,
CHAD McDONALD



CHAD D McDONALD, AIA

22 WESTEDGE ST
SUITE 400
CHARLESTON, SC 29403

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TAB 12

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

RESOLUTION 2024-01

A RESOLUTION TO ESTABLISH THE TOWN OF KIAWAH ISLAND LANDSCAPE AND TREE PRESERVATION BOARD

WHEREAS, the Town of Kiawah Island desires to provide tree preservation and landscaping standards in order to consistently preserve and enhance Kiawah’s natural environment and to assure the continuance of significant trees and forests for present and future generations; and

WHEREAS, the Planning Commission voted to recommend approval of amendments to the Town of Kiawah Island Land Use Planning and Zoning Ordinance, establishing Sec. 12-24.1 Landscape and Tree Preservation Board and Sec. 12-129. Tree Preservation and Landscaping Standards; and

WHEREAS, Sec. 12-24.1 Landscape and Tree Preservation Board of the Land Use Planning and Zoning Ordinance defines the functions and powers of the Landscape and Tree Preservation Board; and

WHEREAS, the Town Council held a Public Hearing on January 10, 2024 and February 6, 2024 providing the public an opportunity to comment on the proposed related zoning amendments; and

WHEREAS, the Town Council voted to amend the Town of Kiawah Island Land Use Planning and Zoning Ordinance, establishing Sec. 12-24.1 Landscape and Tree Preservation Board and Sec. 12-129. Tree Preservation and Landscaping Standards; and

WHEREAS, the proposed Town of Kiawah Island Landscape and Tree Preservation Board is authorized to act pursuant to South Carolina Code 1976, §§ 6-29-870—6-29-910.

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 the Town of Kiawah Island Landscape and Tree Preservation Board “TPB” is established to administer landscape and tree preservation standards pursuant to the Town of Kiawah Island Land Use Planning and Zoning Ordinance and the Charter incorporated fully herein by reference as “Exhibit A”.

Section 2

Effective Date and Duration

This resolution shall become effective on the date of passage of the resolution, provided that the Town Council has appointed members of the Landscape and Tree Preservation Board and the Landscape and Tree Preservation Board pursuant to the Landscape and Tree Preservation Board Charter has adopted rules of organizational procedure.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND
ON THIS 5th DAY OF MARCH 2024.**

John Labriola, Mayor

Petra S. Reynolds, Town Clerk

DRAFT

Town of Kiawah Island
Landscape and Tree Preservation Board
Charter

- I. The Town Council established the Town of Kiawah Island Landscape and Tree Preservation Board on March 5, 2024.
- II. The Landscape and Tree Preservation Board is established to assist the Town in administering landscape and tree preservation standards pursuant to the Land Use Planning and Zoning Ordinance in efforts to consistently preserve and enhance Kiawah's natural environment and to assure the continuance of significant trees and forests for present and future generations.
- III. The Town of Kiawah Island Landscape and Tree Preservation Board is authorized to act pursuant to South Carolina Code 1976, §§ 6-29-870—6-29-910. The Town of Kiawah Island Land Use Planning and Zoning Ordinance Section 12-24.1 Landscape and Tree Preservation Board outlines the purview of the Landscape and Tree Preservation Board.
- IV. The members of the Landscape and Tree Preservation Board shall be appointed Town Council. The Landscape and Tree Preservation Board shall consist of seven members. The TPB shall consist of a cross section of design professionals (three minimum) and property owners who have demonstrated knowledge of the diversity of issues concerning trees and an interest the concept of designing with nature, all to be appointed by the Town Council. At least three of these property owners shall be resident members. The term "resident member" means a person who resides permanently on Kiawah Island for not less than eight months of each calendar year.
- V. The term of office for members shall be for three years from the date of appointment. Any vacancies shall be filled for the unexpired term by the Town Council. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties, provided the Town Council has approved such expenditures in advance.
- VI. No member shall serve more than three consecutive terms of office; provided, however, that such member shall be eligible to hold such office after a break in service of twenty-four months. No member shall hold an elected public office in the Town of Kiawah Island or Charleston County.
- VII. The TPB shall adopt rules of organizational procedures. The TPB shall elect a chair and vice-chair for one (1) year terms. The Planning Director or designee shall serve as Secretary of the Board.
- VIII. The TPB will perform the following functions:
 - A. The TPB shall be in place to review and approve, approve with conditions or disapprove a proposed Tree Preservation Plan for all proposed commercial or residential developments pursuant to Sec. 12-129. Tree Preservation and Landscaping Standards.
 - B. The TPB shall be in place to review and approve, approve with conditions or disapprove the removal of any Specimen Tree or Grand Tree pursuant to Sec. 12-129. Tree Preservation and Landscaping Standards.

- C. The TPB shall be in place to hear and approve, approve with conditions or disapprove applications of special circumstances regarding tree removal as determined by the Planning Director.
 - D. The TPB shall be in place to hear or approve, approve with conditions or disapprove variance request from strict interpretation of landscaping and tree preservation standards pursuant to Section 12-129. Tree Preservation and Landscape Standards of this Article.
 - E. The TPB may recommend such legislation as may be needed and practicable to pursue the purpose for which the Board was established.
 - F. The TPB may serve as an advisory board for the Town for matters pertaining to landscape standards and tree preservation.
- IX.** Board meetings shall be noticed and open to the public as is required by State law and pursuant to the Town of Kiawah Island Land Use Planning and Zoning Ordinance.
- x. The Board has no authority to spend funds except as approved by the Town Council. Annually, the Board will prepare a budget request covering Board activities for submittal to Town Council for approval and inclusion in the overall budget, if appropriate.



TAB 13

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND
RESOLUTION 2024-02

**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 of Kiawah Island now finds that, upon further review of application processing in conjunction with the establishment of landscape and tree preservation standards, 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 amend its Planning Department Fee Schedule “**Exhibit A**” incorporated fully herein by reference.

Section 2 **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 3 **Effective Date and Duration**

This resolution shall become effective on the date of passage of the resolution, provided that the Town Council has appointed members of the Landscape and Tree Preservation Board and the Landscape and Tree Preservation Board pursuant to the Landscape and Tree Preservation Board Charter has adopted rules of organizational procedure.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 5th DAY OF MARCH 2024.

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk



Town of Kiawah Island Planning Department Fee Schedule

Amended: ~~September 5, 2023~~ March 5, 2024

| <u>Service</u> | <u>Fee</u> |
|--|---------------------|
| A. ORDINANCES AND PLANS | |
| 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. COPIES | |
| 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 |
| C. MAPS | |
| 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 |
| D. RECORDINGS | |
| 1. Copies of Tape/Digital Recordings | \$35.00 |
| E. SUBDIVISION PLATS | |
| 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 |
| F. ZONING | |
| 1. Zoning Verification | \$25.00 |
| G. ZONING PERMITS | |
| 1. Temporary Zoning Permit Fee | \$50.00 |

| <u>Service</u> | <u>Fee</u> |
|--|---|
| 2. Protected/Grand Specimen Tree Removal Permit Fee (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 |
| H. ZONING AND COMPREHENSIVE PLAN AMENDMENTS | |
| 1. Zoning Map Amendments [Rezoning]s 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 |
| I. DEVELOPMENT AGREEMENT APPLICATIONS | |
| 1. Development Agreement Application Fees | <ul style="list-style-type: none"> • \$900 + \$10/acre; and • 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. |
| J. SITE PLAN REVIEW | |
| 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 |
| K. BOARD OF ZONING APPEALS | |
| 1. Appeals of Zoning Related Administrative Decisions | \$350.00 |
| 2. Special Exceptions | \$350.00 |
| 3. Zoning Variances | \$350.00 |
| L. LANDSCAPE AND TREE PRESERVATION BOARD | |
| 1. TPB Review with Site Plan Review | \$100 |
| 2. TPB Review Tree Preservation Plan Review | \$350 |
| 3. Protected or Grand Tree Removal (Post Occupancy) | \$350.00 |
| 4. Appeals of Landscape & Tree Related Administrative Decisions | \$350.00 |
| M. ADDRESSING | |
| 1. Street Name Change | \$50.00 |

| <u>Service</u> | <u>Fee</u> |
|--|-------------------|
| <i>N. SIGNS</i> | |
| 1. Wall Signs (per use) | \$50.00 |
| 2. Free Standing Sign | \$50.00 |
| <i>O. FEE SCHEDULE NOTES</i> | |
| 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. | |

Example Permitting Example Fees Application

This table provides a snapshot of applicable zoning application fees related to proposed tree preservation standards and review process.

| Proposed New Development | Fee | Proposed New Development | Fee | Specimen Tree Removal (Post Occupancy) | Proposed Single Family Residential Development |
|---|--------------|--|----------------|--|--|
| Site Plan Review Application (up to 5,000 SF or up to 10 acres) | \$350 | Site Plan Review Application (greater than 5,000 SF or up to 10 acres) | \$600 | Tree Preservation Board Review | Tree Preservation Board Review (if applicable) |
| Board of Zoning Appeals (if applicable) | \$350 | Board of Zoning Appeals (if applicable) | \$350 | Zoning Permit Application | Board of Zoning Appeals (if applicable) |
| Tree Preservation Board Review | \$100 | Tree Preservation Board Review | \$100 | | Zoning Permit Application |
| Zoning Permit Application | \$75 | Zoning Permit Application | \$100 | | |
| | | | | | |
| Total | \$525 | Total | \$800 | | |
| Total w/BZA approval | \$875 | Total w/BZA approval | \$1,150 | Total | Total w/BZA & TPB approval |
| | | | | \$375 | \$725 |

- I. Site Plan Review process requires TPB review of Tree Preservation Plan for Specimen Tree Removal. As a result, the proposed amendment considers the cost of two processes for applicable fees.
- II. The base fee for TPB Applications mirrors BZA public hearing procedures fees.
 - (Public notice of the property: (posted sign, mailed notices letters, PC ad, interested parties)
- III. All fees do not include costs of any required mitigation pursuant to the ordinance.



TAB 14

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2024-05

**AN ORDINANCE TO AMEND CHAPTER 12 - LAND USE PLANNING AND ZONING
ORDINANCE TO ESTABLISH TERM LIMITS FOR THE PLANNING COMMISSION AND THE
BOARD OF ZONING APPEALS.**

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

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to establish term limits for members of the Planning Commission and Board of Zoning Appeals; and

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

WHEREAS, the Planning Commission held a meeting on February 7, 2024 at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

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

WHEREAS, Town Council held a Public Hearing on March 5, 2024 providing the public an opportunity to comment on the proposed amendment.

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Chapter 12 - Land Use Planning and Zoning Ordinance to establish term limits for the Planning Commission and Board of Zoning Appeals for the Town of Kiawah Island.

Section 2 **Ordinance**

- (1) The Town hereby amends Section 12-23. Planning Commission as shown in the attached “**Exhibit A**”.
- (2) The Town hereby amends Section 12-24. Board of Zoning Appeals as shown in the attached “**Exhibit B**”.

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.

Current members of the Planning Commission and Board of Zoning Appeals, whether serving out a full term or completing an unexpired term and regardless of how many prior terms they have served, are considered to be in their first term for purposes of this Ordinance.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS ____ DAY OF _____, 2024.

John Labriola, Mayor

ATTEST:

By:

Petra Reynolds, Town Clerk

1st Reading:

2nd Reading:

Sec. 12-23. Planning Commission.

- (a) *Creation.* The Town of Kiawah Island Planning Commission is hereby created as authorized by S.C. Code 1976, §§ 6-29-310—6-29-380.
- (b) *Composition; appointment and term of office of members.*
- (1) The Planning Commission shall consist of seven Kiawah Island property owners; members to be appointed by the Mayor with the consent of the Town Council. At least five of these property owners shall be resident members. The term "resident member" means a person who resides permanently on Kiawah Island for not less than eight months of each calendar year.
 - (2) The term of office shall be for four years. Any vacancy shall be filled for the unexpired term by an individual appointed by the Mayor with the consent of the Council. A Secretary and Chairperson shall be elected at the first meeting of each year. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties, provided the Town Council has approved such expenditures in advance.
 - (3) No member shall serve more than three consecutive terms of office; provided, however, that such member shall be eligible to hold such office after a break in service of twenty-four months.
 - (34) No member shall hold an elected public office in the Town of Kiawah Island or Charleston County.
 - (45) Members shall represent a broad cross section of the interests and concerns within the Town of Kiawah Island.
- (c) *Organization and procedural rules governing the Planning Commission.*
- (1) The Planning Commission shall organize itself electing one of its members as Chairperson and one as Vice-Chairperson whose terms are for one year. The Planning Commission shall appoint a secretary who may be an officer or an employee of the Town or of the Planning Commission. The Planning Commission shall meet at the call of the Chairperson and at such times the Chairperson or Planning Commission may determine.
 - (2) The Planning Commission shall adopt rules of organizational procedure and shall keep a record of its resolutions, findings, and determinations, which record must be a public record. The Planning Commission may purchase equipment and supplies and may employ or contract for such staff and such experts as it considers necessary and consistent with funds appropriated by Town Council.
- (d) *Functions and powers.* The Planning Commission shall have the functions and powers set forth in S.C. Code 1976, § 6-29-340 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended. In the discharge of its responsibilities, the Planning Commission has the power and duty to:
- (1) Prepare and revise the comprehensive plan and programs for the development and redevelopment for the Town of Kiawah Island.
 - (2) Prepare and recommend for adoption to Town Council the following to implement plans and programs within the Town:
 - a. A zoning ordinance that includes zoning district maps and appropriate revisions thereof;
 - b. Regulations for the subdivision or development of land and appropriate revisions thereof, and to oversee the administration of the regulations that are adopted by Town Council;
 - c. An official map and appropriate revision of it showing the exact location of existing or proposed public streets, highways, and utility rights-of-way, and public building sites; regulations to control the erection of buildings or other structures; changes in land use within rights-of-way, building sites, or open spaces within the Town or specified areas within the Town;

- d. A landscaping ordinance setting forth required planting, tree preservation, and other aesthetic considerations for land and structures;
 - e. A capital improvements program setting forth projects required to implement plans which have been prepared and adopted, including an annual listing of priority projects for consideration by the Town Council or other governmental bodies responsible for implementation prior to preparation of their capital budget; and
 - f. Policies or procedures to facilitate implementation of planning elements.
- (3) Hear appeals of administrative decisions (by staff) related to subdivision regulations (S.C. Code 1976, § 6-29-1150(C)).
- a. Staff action, if authorized, to approve or disapprove a land development plan may be appealed to the Planning Commission by a party in interest.
 - b. The Planning Commission shall act on the appeal within 60 days and the action of the Planning Commission is final.
 - c. An appeal from the decision of the Planning Commission may be taken to circuit court within 30 days after actual notice of the decision.
- (4) Approve street names (S.C. Code 1976, § 6-29-1200).
- a. The Planning Commission shall, by proper certificate, approve and authorize the name of a street or road laid out within the territory over which the Commission has jurisdiction. It is unlawful for a person in laying out a new street or road to name the street or road on a plat, by a marking or in a deed or instrument without first getting the approval of the Planning Commission. Any person violating this provision is guilty of a misdemeanor and, upon conviction must be punished in the discretion of the court.
 - b. The Planning Commission may, after reasonable notice through a newspaper having general circulation in which the Commission is created and exists, change the name of a street or road within the boundary of its territorial jurisdiction:
 - 1. When there is duplication of names or other conditions which tend to confuse the traveling public or the delivery of mail, orders, or messages;
 - 2. When it is found that a change may simplify marking or giving of directions to persons seeking to locate addresses; or
 - 3. Upon any other good and just reason that may appear to the Commission.
 - c. On the name being changed, after reasonable opportunity for a public hearing, the Planning Commission shall issue its certificate designating the change, which must be recorded in the Office of the Register of Mesne Conveyances or Clerk of Court, and the name changed and certified is the legal name of the street or road.

(Code 1993, § 12A-105; Ord. No. 94-12, § 2(12A-104.2), 9-26-1994; Ord. No. 2005-08, § 12A-105, 10-12-2005; Ord. No. 2006-14, § 2.A.1, 1-9-2007)

Sec. 12-24. Board of Zoning Appeals.

- (a) *Creation.* The Town of Kiawah Island Board of Zoning Appeals ("Board") has been created and is authorized to act pursuant to S.C. Code 1976, §§ 6-29-780—6-29-860.
- (b) *Composition and appointment of term of office of members.*
- (1) The Board of Zoning Appeals shall consist of seven Kiawah Island property owner resident members, each to be appointed by the Mayor with the consent of the Town Council. The term "resident member" means a person who resides permanently on Kiawah Island for not less than eight months of each calendar year.
 - (2) The term of office for members shall be for three years from the date of appointment. Any vacancies shall be filled for the unexpired term by the Mayor with the consent of the Town Council. A Secretary and Chairperson shall be elected at the first meeting of each year. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties, provided the Town Council has approved such expenditures in advance.
 - (3) No member shall serve more than three consecutive terms of office; provided, however, that such member shall be eligible to hold such office after a break in service of twenty-four months.
 - ~~(24)~~ No member shall hold an elected public office in the Town of Kiawah Island or Charleston County.
 - ~~(35)~~ Members shall represent a broad cross section of the interests and concerns within the Town of Kiawah Island.
- (c) *Organizational and procedural rules governing the Board of Zoning Appeals.* The Board of Zoning Appeals has adopted the following rules and regulations:
- (1) *Administrative office.* The Office of the Board of Zoning Appeals shall be located in the Town Hall Office, and the meetings of the Board shall be held in the adjacent conference room unless otherwise designated by the Chairperson. All notices of appeal and other papers to be filed with the Board are to be filed with the Planning Director of the Kiawah Island Planning Department not less than 30 working days prior to the Board meeting at which the matter will be heard. The Planning Director shall prepare the documentation of the variance requested and the associated exhibits and forward these to the Board members no fewer than ten working days prior to the next Board meeting.
 - (2) *Officers.* The Board of Zoning Appeals shall elect one of its members as Chairperson and one as Vice-Chairperson whose terms are for one year. The Planning Director shall serve as Secretary of the Board. Meetings of the Board shall be at the call of the Chairperson and at such other times as the Board may determine. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such actions, all of which shall immediately be filed in the office of the Board and shall be a public record.
 - (3) *Rules of procedures and records.* The Board of Zoning Appeals shall adopt rules of organizational procedure and shall keep a record of its resolutions, findings, and determinations, which record must be a public record. The Board of Zoning Appeals may purchase equipment and supplies and may employ or contract for such staff and such experts as it considers necessary and consistent with funds appropriated by Town Council.
- (d) *Functions and powers.* The Board of Zoning Appeals shall have the following powers, pursuant to S.C. Code 1976, § 6-29-800:

-
- (1) *Administrative review.* To hear and decide appeals, subject to the procedure and standards set forth in this article, when it is alleged by the appellant that any administrative official has made an error in any order, requirement, decision, or determination. This requirement shall not apply to advisory or recommendatory actions of any such administrative official or agency.
 - (2) *Variances.* To hear and decide applications for variance from zoning standard requirements of this article, subject to the procedure and standards set forth in section 12-163.
 - (3) *Special exceptions.* To permit uses by special exception subject to the terms and conditions for those uses as identified in this article (section 12-161).
 - (4) *Filing of appeals to the Board of Zoning Appeals.*
 - a. Appeals from the acts of officials pursuant to the authority granted by this article shall be taken to the Board of Zoning Appeals by any person aggrieved or by any officer, department, board or bureau of the Town, as well as by any person having a substantial interest in any decision of an administrative officer to enforce this article. An appeal shall be evidenced by filing with the Planning Director within five working days of the action appealed from, a written notice of appeal specifying the grounds thereof and the modifications being sought.
 - b. All appeals, applications and matters brought before the Board of Zoning Appeals shall be heard in the order of filing at the regular meeting of the Board of Zoning Appeal; provided, however, that the Board of Zoning Appeals shall set its meeting agenda and determine the number of applications it will hear. The Chairperson may call a special meeting of the Board of Zoning Appeals.
 - c. Appeals to consider any such appeal, application or matter. In the event that such a special meeting is called, the Chairperson, at his discretion, shall give notice to interested parties that any or all pending matters before the Board of Zoning Appeals will be heard and considered at such special meeting.
 - d. Published notice for appeals shall be provided in accordance the notice provisions of this article.
 - (5) *Effect of appeal.* An appeal to the Board of Zoning Appeals stays all proceedings in furtherance of the action appealed. An exception is when the officer from whom the appeal is taken certifies to the Board after the notice of appeal has been filed with him that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, and notice to the officer from whom the appeal is taken, and on due cause shown.
 - (6) *Hearing on appeal.*
 - a. Hearings on appeals shall be completed within 60 calendar days of the appeal, however, failure to render a decision on an appeal within such time period shall not be deemed an approval of such appeal. At the hearing of an appeal, the parties thereto may offer affidavits, testimony, or other evidence in support of their claims; and the Board of Zoning Appeals, on its own motion, may call before it other witnesses. All persons giving any testimony or evidence whatsoever at a Board of Zoning Appeals meeting must be sworn in. To save time, the oath will be recited as a group prior to the review of cases to be presented. However, anyone not present or not participating in the group swearing in will be required to be separately sworn in prior to giving evidence or testimony.
 - b. At the hearing and consideration of appeals, reasonable time and opportunity shall be allowed to interested parties to introduce testimony and other evidence. Hearings may be continued from time to time by the Board of Zoning Appeals, in its discretion, upon good cause shown. Oral

arguments before the Board of Zoning Appeals shall not exceed 15 minutes to a side, unless upon application before the commencement of arguments, the time shall be enlarged by the Board of Zoning Appeals.

- c. Parties filing appeals may, after the application has been advertised as part of a meeting's agenda, request the application be deferred. A request for deferral must be in writing, signed by the applicant or agent, set forth the reason for requesting deferral, and set a forthcoming meeting date for the matter to be heard. Without an extraordinary and compelling reason, only one deferral will be permitted. Applicants filing petitions for rehearings where the Board of Zoning Appeals is being asked to reconsider a decision, order, requirement or determination shall not be permitted to request deferrals. Cases presented before the Board of Zoning Appeals may be deferred for a period of time specified by the Board of Zoning Appeals, provided that this time does not exceed a period of 30 working days.
 - d. In passing upon an appeal, the Board of Zoning Appeals shall not consider prospective financial loss or gain to the appellant, nor shall the Board of Zoning Appeals, by variance, permit to be established or carried on in any district an activity, business, or operation which is not otherwise allowed in such district by a specific provision of this article.
- (7) *Order of the Board of Zoning Appeals.*
- a. The Board of Zoning Appeals shall decide each appeal within 60 calendar days. In exercising its powers relating to appeals, the Board of Zoning Appeals may, in conformity with the provisions of this article, reverse or affirm, wholly or in part, or may modify the order, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as ought to be made within the spirit and intent of this article.
 - b. When it shall appear to the Secretary of the Board of Zoning Appeals that an appeal presents substantially the same grounds which have been decided by the Board of Zoning Appeals within the previous one year, the Secretary shall notify the Board of Zoning Appeals thereof, but shall not advertise the appeal or give notice to interested parties until the Board of Zoning Appeals shall determine that an amendment of this article or other changed conditions requires reopening the issue.
- (8) *Minutes of the Board of Zoning Appeals.* The decisions of the Board of Zoning Appeals shall be in writing and signed by the Chairperson. The minutes of the Board of Zoning Appeals shall show the vote of each member upon each question, or if a member is absent or fails to vote, the minutes shall indicate such fact. The decisions of the Board of Zoning Appeals shall be filed in the offices of the Board of Zoning Appeals and the Planning Director. True copies thereof shall be sent by registered mail to each of the interested parties, and shall show the date of the filing and of the decision. These decisions shall be a public record.
- (9) *Appeals from Board of Zoning Appeals decisions.* Any person who may have a substantial interest in any decision of the Board of Zoning Appeals or any officer, board, or bureau of the Town may appeal from any decision of the Board of Zoning Appeals to the Circuit Court in and for the County by filing with the Clerk of such court a petition in writing setting forth plainly, fully and distinctly wherein such decision is contrary to law. Such appeal shall be filed within 30 calendar days after the decision of the Board of Zoning Appeals is rendered.

(Code 1993, § 12A-106; Ord. No. 94-12, § 2(12A-104.3), 9-26-1994; Ord. No. 2005-08, § 12A-106, 10-12-2005; Ord. No. 2006-14, § 2.A.3, 1-9-2007)



TAB 15

TOWN COUNCIL

Agenda Item

2024 Planning Commission

The Commission is composed of 7 members appointed by the Mayor and Town Council. Appointments are for four-year terms

William (Bill) Dowdy (2025)

87 Bufflehead Drive
Kiawah Island, SC 29455
(843) 641-0160
Email: Dowdy.bill@yahoo.com

Andrew J. Capelli (2025)

160 Governor's Drive
Kiawah Island, SC 29455
(843) 768-9113
Fax: (843) 768-0399
Email: acapelli35@hotmail.com

Dr. Ronald Curran (2028)

40 Salt Cedar Lane
Kiawah Island, SC 29455
(843) 805-4438
Email: rdcurran@yahoo.com

E. Luke Farrell (2027)

101 Goldeneye Drive
Kiawah Island, SC 29455
(843) 834-7072
Email: Lef917@gmail.com

Joanne K. Hennessy (2028)

12 Blue Heron Pond Road
Kiawah Island, SC 29455
(847) 732-4051
Email: hennj@aol.com

Larry Iwan (2026)

35 Salt Cedar Lane
Kiawah Island, SC 29455
(843) 768-6626
Email: plinyiwan@msn.com

***Eugene A. Babinec (2027)**

97 Belmeade Hall
Kiawah Island, SC 29455
(203) 434-3650
Email: eugene.babinec@gmail.com

John Taylor, Planning Director

Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Phone: 768-9166
Email: jtaylor@kiawahisland.org

***new member to be appointed**

Will fill the remaining term of Ms. Kaye

MAYOR:
John Labriola

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Joseph Wilson



MAYOR PRO TEMPORE:
Michael Heidingsfelder

COUNCIL MEMBERS:
Bradley D. Belt
Russell A. Berner
Madeleine Kaye

MEMORANDUM

TO: Town Council
CC: Stephanie Tillerson, Town Administrator
Bill Dowdy, Planning Commission Chair
FROM: John Taylor, Jr., Planning Manager
DATE: March 5, 2024
SUBJECT: Planning Commission Appointment

The following person has been recommended to be appointed to the Planning Commission.

Mr. Eugene Babinec is recommended to be appointed to the Planning Commission. The vacancy fielded by Ms. Madeleine Kaye. (Ms. Kaye was elected to Town Council February 2024). Ms. Kayes's Planning Commission term is set to expire in 2027.

- 1. APPOINTMENT | Mr. Eugene Babinec (*Term set to expire 2027*)**
97 Belmeade Hall, Kiawah Island, SC 29455 | Ph. 203-434-3650

PLEASE ANSWER THE QUESTIONS ON THE FOLLOWING PAGE IN ORDER TO GIVE THE MEMBERS OF TOWN COUNCIL MORE INFORMATION REGARDING YOUR INTEREST IN SERVING ON THIS BOARD OR COMMISSION. YOU ARE ENCOURAGED TO ATTEND THE COUNCIL MEETING WHEN THIS APPLICATION IS CONSIDERED AND WILL BE NOTIFIED OF THE DATE AND TIME OF THAT MEETING IN ADVANCE.

**Town of Kiawah Island
APPLICATION FOR APPOINTMENT**

Page 2

PLEASE TYPE OR PRINT CLEARLY. YOU MAY ATTACH A RESUME , CV OR PROVIDE ADDITIONAL INFORMATION IF DESIRED. ALL INFORMATION YOU PROVIDE WITH THIS APPLICATION WILL BE GIVEN TO THE MEMBERS OF TOWN COUNCIL FOR CONSIDERATION.

APPOINTMENT SOUGHT:

(Complete separate application for each position)

NAME:

1. What experience/training/qualifications do you have for this particular board or commission?

2. What specific contributions do you hope to make to this board or commission?

3. Briefly describe your community service background or your involvement in community groups or activities.

4. What community topics concern you that relate to this board?

5. Why do you want to become a member of this board or commission?

6. Are you currently a member, or have you previously served on a Town of Kiawah Island, Kiawah Island Community Association, or Charleston County board or commission? If so, which one(s), and when did you serve?

DO YOU UNDERSTAND THAT, UNLESS OTHERWISE PROVIDED BY LAW, YOU SERVE AT THE PLEASURE OF TOWN COUNCIL AND ALL APPOINTMENTS ARE SUBJECT TO THE ETHICS, GOVERNMENT ACCOUNTABILITY, AND CAMPAIGN REFORM ACT, S.C. CODE ANN. SECTION 8-13-10 ET SEQ, AND ANY MEMBER APPOINTED TO A BOARD OR COMMISSION WHOSE ACTION IS INCONSISTENT OR MAY BE PERCEIVED TO BE INCONSISTENT WITH THE SPIRIT OR INTENT OF THE ACT MAY BE SUBJECT TO REMOVAL?

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU MAY BE SUBJECT TO A BACKGROUND INVESTIGATION, INCLUDING, BUT NOT LIMITED TO A CRIMINAL HISTORY, DRIVING RECORD, AND CREDIT CHECK.

DATE: _____ SIGNATURE: _____

Eugene A. Babinec

97 Belmeade Hall, Kiawah Island, SC 29455 | 203-434-3650 | eugene.babinec@gmail.com

An Executive Director who is a proactive, decisive leader in international mobility consulting and individual / corporate tax planning services with 30+ years of experience. Delivered innovative cost effective, compliant and practical tax solutions linked to clients' strategy and objectives. Committed to delivering value added services to clients across diverse industries that incorporate best practices and processes. Known for driving operational efficiency while leading high performance engaged service delivery teams. Client-centric, focused and diligent in responding to clients' needs resulting in longstanding client engagements and relationships. Possess strong tax technical, collaboration, influence, and communication abilities as well as team building, coaching and mentoring skills.

EXPERIENCE

Ernst & Young (EY) US LLP

1999 - 2022

Executive Director, People Advisory Services (PAS)

Consulted clients on tax, HR and benefits issues associated with mobile workforces. Reviewed and advised on US and foreign country tax laws, international tax treaty, totalization treaty provisions, Permanent Establishment (PE) issues for corporate entities and tax effective structuring of benefits packages.

- **Practice leader of Stamford, CT People Advisory Services practice** Responsible for existing clients and business development opportunities in the Connecticut market. Monitored status of existing client contracts, engaged with clients, sourcing and legal departments on extensions and re-negotiations. Networked with non-clients on business development opportunities and developed mutually beneficial multi-year service contracts. Conducted recurring team meetings to monitor activities of staff and ensure adequate staffing and resources were in place for current and future practice needs. Participated in monthly meetings with the corporate tax, state/local tax, and private client advisory staff to explore business development opportunities to expand scopes of service for existing clients. Empowered other team members on training and mentoring matters to maintain market leading teams.
- **Advised clients on mobility issues** and how they are impacted by US Federal/ State and Foreign income and Social tax laws. Navigated the complexities of conflicting US (Federal, State and Local) and Foreign tax laws on taxable presence ("residency"), timing recognition and sources of income, availability of deductions, credits and exclusions. Implemented creative multi-jurisdictional solutions to minimize corporate and individual taxation for senior level executives of leading global businesses. Teamed with client legal counsel and EY National Office on complex matters involving uncertain tax positions; worked with clients to quantify potential financial and non-financial risk. Coordinated global tax planning and positions with EY offices in 60+ (non-US) tax jurisdictions.
- **Client advocate** for US (Federal and State) and foreign tax controversies. Represented clients in complex matters with the IRS, State and Foreign authorities involving foreign tax credit utilization, international tax treaty provisions and issues of tax residency. When necessary escalated cases to Appellate level to achieve favorable results.
- **Built/led 100+ employee team in India to manage billing and administrative activities** for client engagements. Offshore team achieved significant cost savings and substantial improvements in efficiency for the Firm. Mentored and trained team members so US oversight could be reduced in subsequent years.

Arthur Andersen

1994 - 1999

Senior Manager, Global Employer Services

Directed numerous professional staff in providing international tax consulting and human resources planning services to multinational corporations, including leading financial services and consumer goods manufacturers. Designed, implemented and managed all-inclusive scope of services contract for major financial institution and developed fee sharing arrangement with global offices. Supported staff and clients in addressing complex mobility issues.

Xerox Corporation
Tax Manager

1992 - 1994

Managed tax operations, policies, and practices, to ensure business process alignment and policy compliance for all global locations. Managed vendor relationships and vendor performance to ensure maximum value of program investments. Responded to employee inquiries and escalations, provided high-quality interactions and work to drive issue resolution. Managed yearly budget and worked with senior management on forecasts.

Price Waterhouse
Tax Manager

1986 - 1992

Worked with team on tax issues for multi-national corporations. Consulted with clients to explain complex tax matters. Represented clients before the IRS and State tax authorities. Developed internal tax technology tools to enhance quality and create efficiencies.

Internal Revenue Service
Internal Revenue Agent

1984 - 1986

Completed training in individual, partnership and corporate taxation. Conducted examinations of taxpayers to review substantiation and compliance with appropriate tax laws. Part of IRS pilot program to monitor compliance of high profile (Statistics of Income) cases with designated representatives. Assisted Criminal Investigation Division with complex case resulting in civil and criminal penalties for non-compliant individuals.

Bato Company
Staff Accountant

1983 - 1984

Handled all aspects of accounting for privately held company. Prepared balance sheets and income statements and assisted with daily cash management matters.

EDUCATION

University of Bridgeport, Bridgeport, CT
Bachelor of Science in Accounting and Finance

PROFESSIONAL CERTIFICATION

Certified Public Accountant, South Carolina



TAB 16

TOWN COUNCIL

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Chairman and Committee Members

FROM: Jim Jordan

SUBJECT: Request to approve Beach Monitoring Proposal from CSE

DATE: March 5, 2024

BACKGROUND:

The Town of Kiawah Island (TOKI) has contracted with Coastal Science and Engineering (CSE) to perform beach monitoring and beach project coordination since 2005.

ANALYSIS:

The beach is one of the island's greatest assets, and it is important to continue to monitor and document changes over time. CSE provides high-quality work and has a proven track record with the Town.

ACTION REQUESTED:

Staff requests that the Ways and Means Committee recommend to the Town Council to approve a 3-year beach monitoring contract with CSE for 2024-2026.

BUDGET & FINANCIAL DATA:

The annual cost for beach monitoring is \$49,862.00, with a total 3-year cost of \$149,585.00. This 3-year contract would begin in FY 2024-2025. Funding would come from ATAX funds.

THE PROPOSAL

[P2597]

EXHIBIT A

2024–2026

Beach Condition and Post-Project Monitoring at Kiawah Island (SC)

INTRODUCTION

This proposal is submitted at the request of the Town of Kiawah Island (SC) for annual beach monitoring and post-project environmental monitoring services. The proposed services follow the completion of restoration projects at the east end of the island in 2006 and 2015 and associated post-project monitoring from 2006 to 2023.

CSE was retained by the Town to complete annual post-nourishment monitoring of the 2006 and 2015 project areas as well as the downcoast areas of Kiawah Island. Monitoring results have been submitted annually to the Town and provide updated beach condition assessments and analyses of shoreline change, including focused discussion of changes occurring at the dynamic east end. Annual monitoring of developed beaches is considered an essential aspect of coastal community management, and aids in damage prevention, recovery, and planning.

The present proposal covers the following engineering services required to provide three years of updated condition assessments for Kiawah Island's beach, similar to recent monitoring efforts. This proposal does not include services that would be needed should another channel realignment project be necessary. Proposed work includes:

- Annual surveys of the oceanfront, including ~60 profile lines
- Annual reports documenting beach volume changes and project performance
- Annual oblique aerial image surveys

BASIC SERVICES

References to the "Engineer" and/or "Consultant" in the scope of services are to CSE as the project manager responsible to the Town for executing the services proposed. Execution of the services by CSE includes completion of work as required to perform all aspects of the scope of services. References to the "Town" refer to the Town of Kiawah Island, a South Carolina municipality.

SCOPE OF SERVICES

The scope of services proposed herein represents the basic services and is based on CSE's work to date for the Town, experience on similar projects and project components, the scope of the project as defined by this proposal, and the regulatory requirements of agencies of the state of South Carolina and the federal government with jurisdiction over construction at the site. The following scope of services is proposed.

Task 1.0 Planning, Communication, and Liaison

The planning task of the project will include coordination and meetings with Town representatives to:

- Review the final plan
- Develop schedules
- Participate in public forums
- Provide liaison with government agencies following annual surveys
- Assist the Town with communication and liaison
- Coordinate with permitting agencies for compliance

Following authorization to proceed with the proposed scope of services:

- 1.1 CSE will discuss with Town representative(s) to clearly define the goals and objectives for the work.
- 1.2 CSE will work with the Town to schedule monitoring surveys at a time that will not impact public events, etc. CSE will coordinate with public safety officials regarding beach access and near-shore hydrographic work.
- 1.2 CSE will assist the Town in preparing annual summaries, including display graphics for distribution to officials and the public through various mediums, including websites, newspapers, or Town newsletters.

Task 2.0 Annual Beach Condition Survey

This task of the project will include condition surveys of the beach and inshore zone [to approximately –12 foot (ft) depths]. These surveys will supplement previous field data by CSE and will be used for volume change analysis using reaches and boundaries similar to those in recent reports. The surveys can also satisfy the annual monitoring requirement of project permits should another project be completed within the agreement's timeframe, as the required monitoring area was established to match stations regularly monitored under the annual program (from the Beach Club to the eastern lagoon).

CSE will conduct annual condition surveys of the beach between Captain Sams Inlet and Penny's Creek (Stono Inlet). The Engineer will reoccupy profile lines established under the prior monitoring agreement (approximately 60 lines between OCRM station 2615 and OCRM station 2730) and will obtain cross-sections from the foredune to approximately –12-ft depth contour, or at least 1,500 ft from the baseline. This survey will be compared with prior surveys and will document volume changes in the project area and downcoast areas.

Surveys will be conducted around October each year to coincide with previous shoreline assessments and to allow for same-season comparisons with surveys conducted under the prior agreement. The survey will be completed using an RTK-GPS (Trimble™ Model R10-GNSS) for data collection. The offshore work will be performed using the Trimble™ linked to an Odom™ CV100 precision survey fathometer for direct measurements of the bottom without the need for tide corrections. Measurements over subaerial portions of Kiawah Island will extend to low-tide wading depth. Offshore profiles will be collected at 1–10 Hz but will be filtered in the office to eliminate spikes and provide a 5–7-point floating average. Smoothed offshore data will be edited to a manageable size and merged with subaerial data.

Field data will be entered into CSE's beach profile analysis system (BPAS) and combined with historical profile data. Each profile will be checked for proper juxtaposition with previous surveys. Changes between the present survey and selected earlier surveys will be computed (similar to previous profile change analyses for the Town by CSE). Overall volume changes by reach will be calculated by extrapolating unit-volume changes over representative shore lengths. CSE will evaluate the net direction and rate of sand transport to downcoast and upcoast reaches and identify developing erosion trends where applicable. Changes occurring within the project area will be identified, and CSE will discuss the project performance and condition of the closure dike and inlet.

The survey results will be presented in an annual report with graphics that illustrate the physical changes and place them in context. Annual reports will be submitted to regulatory and resource agencies to comply with project permits.

3.0 Aerial Photography

Oblique aerial imagery will be collected off of the beach and shoals at low tide annually. Imagery will be used to offer visual depictions of the beach condition, dune condition, and shoal locations. Imagery will be placed side by side with historical images to offer easy-to-see comparisons of the present beach condition with historical conditions.

4.0 Annual Report

CSE will assemble the results of each annual monitoring effort into a comprehensive technical report, similar to monitoring reports provided to the Town under the previous monitoring contract. Reports will document beach volume changes and dune condition and will identify potential concerns. Changes occurring in the project area will be described, and erosional hot spots will be identified. At the discretion of the Town, CSE will present findings of the annual monitoring to Town officials, the community, and/or resource agency officials at a schedule determined by the Town (one presentation in Kiawah/Charleston is assumed each year). [Note: CSE will also meet with the Town's representatives at other times during each year around the time of field deployments and/or as other opportunities occur.]

ADDITIONAL SERVICES

The work described in the scope of services (Task 1.0 through Task 4.0) does not include work in the following categories. Work in these categories or other services requested by the Town will be considered Additional Services.

If the Town wishes CSE to perform any of the following Additional Services, the Town shall so instruct CSE in writing, and the Engineer will perform or obtain from others such services and will be paid, therefore, as provided in the Agreement for Services between the Town and the Engineer for Professional Services.

- Services resulting from significant changes in the general scope, extent or character of the project, or major changes in the documentation previously accepted by the Town where changes are due to causes beyond CSE's control.
- Providing renderings or models outside of what is presented in Tasks 1–4.
- Detailed consideration of operations, maintenance, and overhead expenses; value engineering; and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals, and valuations.
- Furnishing the services of environmental scientists, biologists, fisheries scientists, chemical analysis laboratories, or other specialized scientific testing, evaluations, or services not specifically included in the scope of services.
- Geotechnical engineering studies including sediment sampling, borings, and reports not specifically included in the scope of services.
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other legal or administrative proceedings except where required by the scope of services.
- Services of the independent cost estimator shall be Additional Services.

PROJECT SCHEDULE

The schedule is based on a start date of August 2024 for the services proposed herein. The schedule may be modified at the direction of the Town. An anticipated schedule is provided below.

| Date | Task# | Description |
|--------------|--------------|--|
| August 2024 | 1 | Initiate work under present proposal/finalize plan with the Town |
| Oct 2024 | 2 | Condition Survey |
| Nov-Dec 2024 | 3 | Oblique Aerial Imagery |
| Feb 2025 | 4 | 2024 report – End of Year 1 Services |
| Oct 2025 | 2 | Condition survey |
| Nov-Dec 2025 | 3 | Oblique Aerial Imagery |
| Feb 2026 | 4 | 2025 report – End of Year 2 Services |
| Oct 2026 | 2 | Condition survey |
| Nov-Dec 2026 | 3 | Oblique Aerial Imagery |
| Feb 2027 | 4 | 2026 report – End of Year 3 Services |

**PROPOSED BUDGET**

Table A provides an itemized budget estimate for CSE's services for Tasks 1–4, as outlined herein. CSE agrees to perform the services on a time-and-expense basis according to the enclosed fee schedule. CSE prefers to enter into a multi-year agreement; however, should the Town need to commit to services on a year-by-year case, the budget described below will be applied on a per-year basis. Reimbursables will be billed at cost.

CSE reserves the right to request a budget modification in the event budget estimates significantly underestimate the professional time requirements. Should the Town require additional services, CSE will provide a quote before performing the work. CSE will endeavor to provide services as efficiently as possible while meeting the standards of professional practice required for the project.

Table A. Proposed fees and reimbursable expenses for services under Tasks 1–4. [Aggregate totals for three years followed by estimated annual costs.]

| Task # | Task Description | Task Fee |
|---------------|--|------------------|
| 1 | Planning, Communication, Liaison | \$18,540 |
| 2 | Annual Beach Condition Survey (3) | \$53,280 |
| 3 | Aerial Photography (3 oblique) | \$5,640 |
| 4 | Annual Report (3) | \$45,780 |
| 1-4 | Labor Subtotal - Tasks 1-4 | \$123,240 |
| | In Office Expenses - Tasks 1-4 | \$6,162 |
| | Direct Expenses - Tasks 1-4 | \$20,183 |
| | Total Project Tasks 1–4 (3 years) | \$149,585 |
| | <i>Cost of Annual Services for Each Year</i> | <i>\$49,862</i> |

**FEE SCHEDULE***[Effective through 31 December 2027]*

The fee for CSE services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by CSE unless otherwise stated in the proposal. All rates are listed in U.S. dollars.

Fees by task are based on estimated numbers of person-days to accomplish the scope of services detailed herein. In-office expenses include communication, copying, insurance (etc) and are charged as a percentage of fees rather than separate itemization. Direct expenses include travel (standard U.S. government mileage rate), lodging and per diem, 4-by-4 beach vehicle rental at \$120/day, survey boat rental at \$600/day, RTK-GPS rental at \$500/day, fuel and dockage at cost, sediment testing at \$60/sample, and field supplies at cost.

| PERSONNEL | Staff Category | Hourly Rate |
|------------------|--|--------------------|
| | Principal | 195.00 |
| | Coastal Engineer/Project Manager | 175.00 |
| | Sr Technical Associate/Coastal Scientist | 165.00 |
| | Technical Staff (CAD) | 130.00 |
| | Tech–Field Assistants | 130.00 |

Type of Contract Desired: Time and expense for the services described herein at a total not to exceed one hundred forty-nine thousand, five hundred and eighty-five dollars (\$149,585) for Tasks 1–4 over three years.

Billing Schedule: CSE will invoice monthly for services performed the prior month, and payment is due upon receipt. Invoices will be pro-rated according to fees and expenses inside and outside the project limits. CSE reserves the right to transfer funds between tasks to accomplish the work expeditiously, provided the total cost of services does not exceed the indicated budget.



**AGREEMENT BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES [2539]**

Project Name: *Beach Condition Monitoring at Kiawah Island (SC) 2024–2026*

CSE Project No. 2597

THIS AGREEMENT is made on the 31st day of January 2024, by and between Town of Kiawah Island (SC), hereinafter called CLIENT, and Coastal Science & Engineering Inc (CSE), hereinafter called ENGINEER.

The CLIENT and ENGINEER, for mutual consideration hereinafter set forth, agree as set forth below and as set forth in the attached standard provisions:

- 1.0 ENGINEER'S SERVICES: ENGINEER shall perform professional services in connection with the Project as set forth below and contained in this Agreement:

Services provided shall be as described in the Proposal for Professional Services, Scope of Services attached as Exhibit A, dated 31 January 2024, and made a part of this Agreement herein.

- 2.0 TERM OF CONTRACT

- 2.1 ENGINEER shall start performing services hereunder within 5 days after receipt of CLIENT'S authorization to proceed, which shall not be given later than 45 days after the date of this Agreement.

- 2.2 The term of this Agreement is from the date of the CLIENT's authorization to proceed to 28 February 2027.

- 2.3 **Either party may nonetheless cancel this contract on thirty (30) days' written notice to the other party by certified mail or personal delivery.** This contract is subject to the availability of funds to purchase specified ENGINEER'S SERVICES and may be terminated at any time if such funds become unavailable.

- 3.0 ENGINEER COMPENSATION:

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate ENGINEER as follows:

Fees shall be in accordance with Exhibit A, The Proposal – "Proposed Budget" (Table A) dated 31 January 2024.

OTHER:

- 3.1 Payments will be made to the ENGINEER on a monthly basis upon presentation of an approved invoice.

- 4.0 SPECIAL PROVISIONS:

- 4.1 The Agreement shall be governed by the laws of the State of South Carolina.

- 4.2 During the term of this Agreement, ENGINEER agrees to provide evidence of workmen's compensation insurance coverage where applicable and comprehensive general liability insurance coverage.



- 4.3 During the term of this Agreement, ENGINEER agrees to provide evidence of professional liability insurance with a limit of at least \$250,000 for each claim and an annual aggregate of at least \$500,000.
- 4.4 The CLIENT acknowledges and understands the potential risks with engineering and construction activities, and agrees to allocate risk in proportion to the ENGINEER'S fees for the project. The CLIENT therefore agrees to limit the ENGINEER'S liability to the CLIENT and to all contractors and subcontractors on the project, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of the ENGINEER shall not exceed the ENGINEER'S fee for labor on the project.
- 4.5 ENGINEER is not responsible for the identifying, discovering, removal and/or treatment (remediation) of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCBs, as well as materials not yet known as hazardous.
- 4.6 Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed to the CLIENT at Town of Kiawah Island, 21 Beachwalker Drive, Kiawah Island, SC 29455, and to the ENGINEER at 160 Gills Creek Parkway, Columbia, SC 29209 and by depositing same with the US Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ENGINEER:

BY:

Coastal Science & Engineering Inc
160 Gills Creek Parkway
Columbia SC 29209

TITLE:

President

DATE: January 31, 2024

WITNESS:

ATTEST:

TOWN OF KIAWAH ISLAND (SC)

Witness (Signature)

Town Manager (Signature)

STANDARD PROVISIONS

1.0 CLIENT 'S RESPONSIBILITY:

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

- 1.1 Furnish to the ENGINEER all reasonable survey and property description data requested by the ENGINEER for the Project.
- 1.2 Guarantee full and free access for the ENGINEER to enter upon all property for the performance of the ENGINEER'S services.
- 1.3 Furnish to the ENGINEER all existing studies, reports and other available data and services of others pertinent to the Scope of Services, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely on such information and services in performance of services hereunder.
- 1.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER'S performance of services under this Agreement.

2.0 PAYMENTS TO THE ENGINEER:

- 2.1 Progress payments shall be made in proportion to the services rendered and as indicated within this Agreement and shall be due and owing upon the ENGINEER'S submittal of any invoice. Past due amounts owed shall include a late payment charge which will be computed at the interest rate of 1 percent per month, which is an Annual Percentage Rate of 12 percent, and will be applied to the balance unpaid 30 days after the date of the original invoice.
- 2.2 No deductions shall be made from the ENGINEER'S compensation on account of penalty or other sums withheld from payment to Contractors.
- 2.3 Hourly rates and reimbursable expenses shall be subject to periodic revision. In the event revisions are made during the lifetime of this Agreement, the increased or decreased hourly rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER where such rates provide the basis for the ENGINEER'S compensation.
- 2.4 Reimbursable expenses are in addition to ENGINEER'S compensation for services performed on an hourly basis and include expenditures made by the ENGINEER, his employees or his consultant(s) in the interest of the project.
- 2.5 If the Project is delayed or if the ENGINEER'S services on the project are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving **seven (7) days'** written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.
- 2.6 If the CLIENT fails to make payments when due and the ENGINEER incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collections costs incurred shall be immediately become due and payable to the ENGINEER. Collection costs shall include without

limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for the ENGINEER's time spent in efforts to collect. This obligation of the CLIENT to pay the ENGINEER's collection costs shall survive the term of this Agreement or any earlier termination by either party.

- 2.7 If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The Engineer shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, the ENGINEER shall resume services under this Agreement, the time schedule and compensation adjusted for the period of suspension plus any other reasonable time and expenses necessary for the ENGINEER to resume performance.

3.0 GENERAL PROVISIONS:

- 3.1 All drawings, Specifications, computer data, and other work data of the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not. The CLIENT shall not reuse any of the ENGINEER'S instruments of service on extensions of this Project or on any other project without the written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT'S risk and the CLIENT agrees to hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the CLIENT or by others acting through the CLIENT.
- 3.2 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent associates and consultants as ENGINEER may deem appropriate to assist in the performance of the services hereunder.
- 3.3 This Agreement may be terminated by either party by **seven (7) days'** written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. **The Agreement may be terminated on thirty (30) days' written notice by the CLIENT to the ENGINEER by certified mail or personal delivery.** If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due.
- 3.4 This Agreement represents the entire and integrated agreement between the ENGINEER and CLIENT and supersedes all prior negotiations, representations, or agreements—either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.
- 3.5 In an effort to resolve any conflicts that arise during performance of services, the CLIENT and ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, suppliers or fabricators so

retained, thereby providing for mediation as the primary method of dispute resolution between parties to those agreements.

- 3.6 Should litigation occur between the two parties relating to the provisions of this Agreement, all reasonable litigation expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
- 3.7 Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts, or other events beyond the control of the other or the other's employees and agents.
- 3.8 In the event any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 3.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary detainment of excavations, and any erection methods and temporary bracing.
- 3.10 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either expressed or implied.
- 3.11 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractors bids or actual cost to the CLIENT.

The ENGINEER's federal identification number is 57-0784511.



TAB 17

TOWN COUNCIL

Agenda Item



Request for Ways and Means Action

MEMORANDUM

TO: Chair and Ways and Means Committee Members

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Updated Compensation and Benefits Analysis Study

DATE: March 5, 2024

I am submitting this memorandum to request Ways and Means Committee action on the updated Compensation and Benefits Analysis Study.

In 2021, the Town solicited proposals for a Compensation and Benefits Study. The RFP elicited seven responses, and a selection committee was formed to review and evaluate the proposals based on various criteria, including the relative experience and qualifications of the firms, the technical merits of the proposals, the ability of the proposed approach to meet the Town's needs, and the timeline for delivery of the final report.

After careful consideration, the selection committee unanimously recommended Evergreen Solutions, LLC for several compelling reasons. Firstly, the firm demonstrated extensive experience conducting compensation studies for municipalities and public entities. Secondly, Evergreen Solutions had previously worked in 19 communities in South Carolina, which gave them an advantage in understanding the local environment. Thirdly, the methodology and scope of Evergreen Solution's proposal were the most comprehensive and inclusive of all the responding firms. Lastly, the firm committed to a high degree of communication and meetings throughout the process, promoting transparency and keeping the Town informed. The cost of the study was \$17,500, and Evergreen Solutions, LLC.

As per industry standards, it is recommended that employers review their overall salary structure every three years to ensure alignment with labor market needs. To this end, my objective in working with Evergreen Solutions is to review our current compensation and benefits plan and recommend necessary updates. The goal is to establish a compensation plan that aligns with best practices, provides a defensible and technically sound basis for compensating employees, ensures competitive employee recruitment and retention, and is consistent with the practices of comparable employers.

The Ways and Means Committee's recommendation to the Town Council for approval is requested to engage Evergreen Solutions, LLC, for an amount not exceeding \$21,500.00, as recommended. This cost is slightly higher than three years ago due to inflation and increased staff. The study, completed in 2021, reviewed 17 job descriptions and salaries. Since then, five new staff members have been hired, necessitating a review of their compensation and benefits package. The study will also consider any changes in the labor market, industry trends, and other external factors that may affect the Town's ability to attract and retain talented employees.

Funding for this study will be sourced from the General Fund.



Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

July 18, 2023

Ms. Stephanie Monroe Tillerson
Human Resources Director
Town of Kiawah Island
4755 Betsy Kerrison Parkway
Kiawah Island, South Carolina 29455

SUBMITTED VIA EMAIL: stillerson@kiawahisland.org

Dear Ms. Tillerson:

We appreciate the opportunity to submit a letter proposal to conduct a Classification, Compensation, and Benefits Study for the Town of Kiawah Island. I have prepared a work plan outlining the tasks, activities, and milestones necessary to accomplish this study as well as a proposed timeline and cost.

Detailed Work Plan

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the Town of Kiawah Island (Town).
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

TASK ACTIVITIES

- 1.1 Meet with the Town's Project Manager to discuss the following objectives:
- understand the Town's mission and current compensation philosophy (if any);
 - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a schedule for the project including all assignments and project milestones/deliverables;
 - establish an agreeable communication schedule.

Task 2.0
Evaluate the Current
System

- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the Town and some of the short and long-term priorities. This activity serves as the basis for assessing where the Town is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the Town, including:
 - any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts for the departments and divisions, along with related responsibility descriptions;
 - current position and classification descriptions, salary schedule(s), benefits information, and classification system; and
 - personnel policies and procedures.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of Town employees

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the Town's existing compensation plan.

TASK ACTIVITIES

- 2.1 Obtain the existing pay structure and compensation philosophy. Review the existing pay structure and look for potential problems to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s).
- 2.3 Discuss any existing compression issues and possible resolutions.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions



**Task 3.0
Collect and Review
Current Environment
Data**

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the Town.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

- 3.1 Schedule and conduct employee orientation sessions.
- 3.2 Meet with department heads to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the Town's Project Manager to administer the Job Assessment Tool (JAT) and the Management Issues Tool (MIT). Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the Town's Project Manager before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the Town that may provide additional relevant insight.

KEY PROJECT MILESTONES

- JAT and MIT distribution
- Department head interviews
- Employee orientation sessions and focus groups

**Task 4.0
Evaluate and Build
Projected
Classification Plan
and Make FLSA
Determinations**

TASK GOALS

- Identify the classification of existing positions utilizing Evergreen Solutions' job evaluation system.
- Review JAT responses.
- Characterize internal equity relationships within the Town.

TASK ACTIVITIES

- 4.1 Ensure that all draft class specifications have been provided to Evergreen by the Town's Project Manager.



- 4.2 Review the work performed by each classification and score. Review includes evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped into pay grades. Spacing between jobs would be determined, and each classification would be assigned to a pay grade. Final decision on the minimums and maximums of the pay grades would be determined after the market data has been collected.
- 4.6 Develop recommendations of FLSA (exemption) status based on results of job evaluation (JAT) review and federal requirements.
- 4.7 Review recommendations with the Town's Project Manager.

KEY PROJECT MILESTONES

- JAT scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity

TASK GOALS

- Identify positions to benchmark for the market salary survey.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary assessment.

TASK ACTIVITIES

- 5.1 Identify and review with the Town's Project Manager the classifications that will be used as benchmarks for the market salary survey. **Note:** Evergreen will work with the Town's Project Manager to select classifications to use as benchmarks for the market salary survey.
- 5.2 Finalize the list of benchmark positions.
- 5.3 Review with the Town's Project Manager up to 20 peer organizations that should be included in the market salary survey.
- 5.4 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:

Task 5.0 Identify List of Market Survey Benchmarks and Approved List of Targets



Task 6.0
Conduct Market
Salary and Benefits
Survey and Provide
External
Assessment
Summary

- size of the organization;
- geographic proximity to the Kiawah Island area;
- economic and budget characteristics; and
- other demographic data.

- 5.5 Develop a list of survey targets by employee group. Develop a system for use of secondary data, including potential sources and weighting of secondary data, if necessary.
- 5.6 Review survey methodology with the Town's Project Manager and refine survey methodology prior to distribution of survey.
- 5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

TASK GOALS

- Conduct the external labor market salary survey.
- Conduct a benefits survey.
- Provide a summary of the survey results to the Town's Project Manager for review.

TASK ACTIVITIES

- 6.1 Prepare a customized external labor market salary survey for the Town Project Manager's approval. Discuss the questions to include in the survey with the Town's Project Manager.
- 6.2 Develop a listing of the current benefits provided by the Town for comparisons with peer organizations.
- 6.3 Using the list of Town provided benefits and major benefits offerings not provided by the Town develop a list of benefits to include in the external labor market survey.
- 6.4 Prepare a benefit survey to be included with salary survey developed in **Task 6.1**.
- 6.5 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.



**Task 7.0
Develop Strategic
Positioning
Recommendations**

- 6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.7 Collect and enter survey results into Evergreen Solutions' electronic data analysis tools.
- 6.8 Validate all data submitted.
- 6.9 Develop summary report of external labor market salary and benefits assessment results.
- 6.10 Submit summary report of external labor market salary and benefits assessment results to the Town's Project Manager.

KEY PROJECT MILESTONES

- Market survey instrument
- Benefits survey instrument
- Summary report of external labor market salary and benefits assessment results

TASK GOALS

- Assess the appropriateness of the Town's current compensation philosophy.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary data collected in **Task 6.0**, as well as the classification data reviewed in **Task 4.0**, determine the proper pay plan for the Town including number of grades, steps, and ranges.
- 7.3 Produce a pay plan for the Town that best meets its needs from an internal equity and external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions



Task 8.0
Conduct Solution
Analysis

TASK GOALS

- Conduct analysis comparing JAT values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

TASK ACTIVITIES

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the organization as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Meet with the Town's Project Manager to discuss the potential solutions.
- 8.5 Determine the best solution to meet the Town's needs in the short-term and long-term.
- 8.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

Task 9.0
Develop and Submit
Draft and Final
Reports

TASK GOALS

- Develop and submit a draft and final reports of the Classification, Compensation, and Benefits Study for the Town of Kiawah Island.
- Present final report.

TASK ACTIVITIES

- 9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. The report will include any detailed costs associated with all recommendations as well as implementation strategies.



**Task 10.0
Develop
Recommendations
for Compensation
Administration**

- 9.2 Submit the comprehensive draft report to the Town's Project Manager for review and approval.
- 9.3 Make edits and submit necessary copies of the final report to the Town's Project Manager.
- 9.4 Present the final report, if requested.
- 9.5 Develop implementation database to communicate the process and progress of this project to the Town's Project Manager.
- 9.6 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

TASK GOALS

- Develop recommendations for the continued administration by the Town's staff to sustain the recommended compensation and classification structure.
- Provide training.

TASK ACTIVITIES

- 10.1 Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation structure, including recommendations and guidelines related to:
 - how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
 - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
 - the proper mix of pay and benefits;
 - how often to adjust pay scales and survey the market;
 - the timing of implementation; and
 - how to keep the system fair and competitive over time.



Task 11.0
Provide Updated
Class Descriptions

- 10.2 Recommend recruitment/retention strategies, where appropriate.
- 10.3 Present recommendations to the Town's Project Manager for review.
- 10.4 Finalize recommendations.
- 10.5 Provide instructional information/training to Human Resources staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's **JobForce Manager** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the Town's Project Manager.

TASK ACTIVITIES

- 11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.
- 11.2 Discuss any necessary changes to the class description format with the Town's Project Manager.
- 11.3 Update classification descriptions based on data gathered from the job evaluation process.
- 11.4 Create new class descriptions based on Evergreen's proposed classification structure by leveraging data from the job evaluation process, if available.
- 11.5 Recommend a systematic, regular process for reviewing job descriptions.



KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions as needed
- Recommendations for regular review of class descriptions

Cost and Timeline

Our total, not-to-exceed, fixed cost to complete all tasks in our detailed work plan is **\$21,500**. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes one onsite visit to the Town of Kiawah Island to perform the requested work as most of the work can be performed virtually. Evergreen can conduct the Classification, Compensation, and Benefits Study in approximately 3.5 months from the execution of a contract.

Our preferred method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11

We would love the opportunity to again work with the Town of Kiawah Island. If you have any questions or need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,



Dr. Jeffrey Ling, President
Evergreen Solutions, LLC

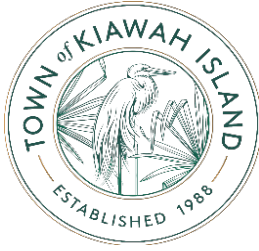




Tab 18

TOWN COUNCIL

Agenda Item



REQUEST FOR WAYS AND MEANS COMMITTEE ACTION

TO: Ways and Means Chairman and Committee Members

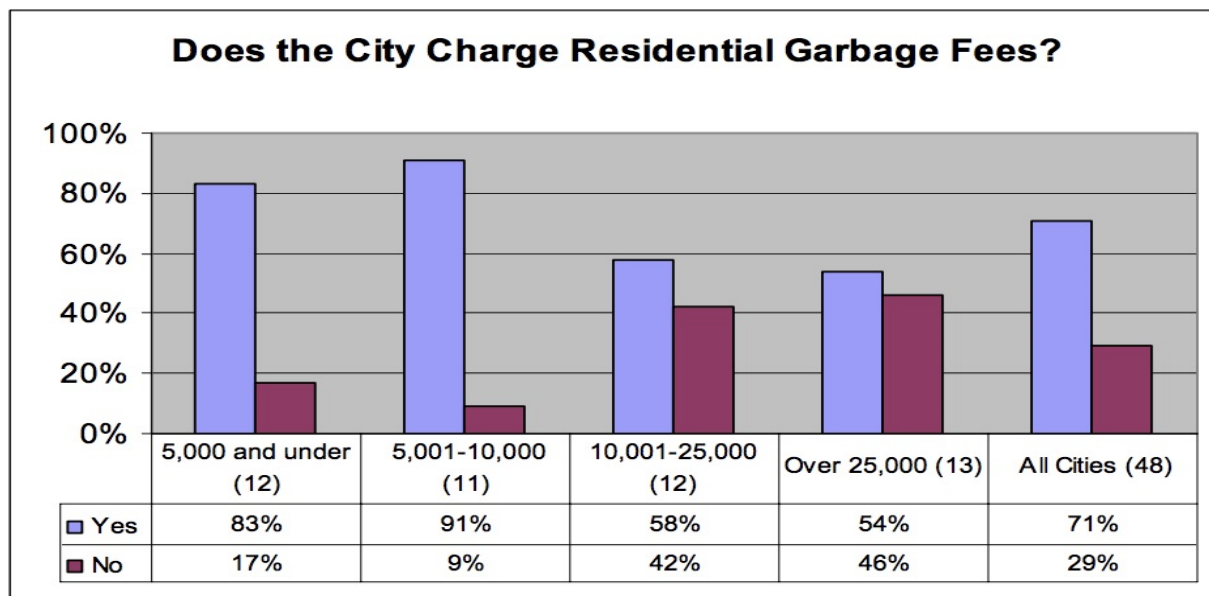
FROM: Dorota Szubert, Finance Director

SUBJECT: Solid Waste Collection Fees

DATE: March 5, 2024

BACKGROUND: Residential garbage is the most common sanitation service provided by municipalities. In December 2023, the Town Council approved a new contract with Trident Waste and Recycling for solid waste collection on the Island, starting July 1st, 2024. This contract is for approximately \$2M, which is a 53% increase compared to the current contract with Carolina Waste. This significant increase relates to efforts to improve the service, such as hiring full-time, trained employees, compared to temporary help, who will be knowledgeable about the Island and the different types of services offered new vehicles, and enhanced technology for improved efficiency, safety, and verification.

ANALYSIS: Sanitation fees are one of the most commonly used fees charged to residents by municipalities. According to "Analysis of Sanitation Services" conducted by the University of South Carolina's Institute of Public Service and Policy Research, 71% of responding cities charge a fee for residential garbage collection. 29% rely on property tax or impact fees to fund this service.



The current fee schedule for residential solid waste collection is presented in the attached table (Current Rate column). Historically, the Town has provided a subsidy of \$180 to each property owner, which is equal to the cost of the curbside service. The result is a net cost of \$0 for property owners with curbside service. Any additional service, such as backdoor pickup and two times-a-week service, is funded partially, and the corresponding service cost is reduced by 50% of the subsidy amount, with the exception of rental properties that pay 100% of the cost. In recent years, the Town subsidized approximately \$425K annually. Additionally, the Town funds entirely solid waste collection from the beach in the amount of approximately \$60k annually and public solid waste stations in the amount of \$70K.

With the new increased pricing for the solid waste collection services, the staff proposes to continue the same approach to fully subsidize curbside service, partially fund additional services for the residents, and pass the full cost to the rental properties' owners. The schedule of the new fees is presented in the attached table (New rate column). This will result in an annual increase of:

- \$258 for backdoor collection
- \$328 for twice a week collection
- \$304 for multifamily twice-a-week collection
- \$347 for twice-a-week collection for rental properties
- \$323 for multifamily twice-a-week collection for rental properties
- \$53 for collection in regime neighborhoods for rental properties

BUDGET & FINANCIAL DATA:

The Town's contribution to the residential solid waste collection will increase by approximately \$125k, for a total amount of \$550K annually.

| SERVICE TYPES FOR RESIDENTS | Current Cost | Current Rate | New Cost | Proposed Rate | Annual Rate Change | | Notes |
|---|-----------------|-----------------|------------------|------------------|--------------------|----------------|---|
| | | | | | \$ | % | |
| Curbside Service (Includes once a week curbside garbage, recycling and yard debris.) Additional cart/ additional recycle cart | \$ 180 64/64 | \$ - 64/64 | \$ 288 153/84 | \$ - 153/84 | \$ - \$89/\$20 | 0% 139%/30% | Subsidy of \$288 is applied to this service . The subsidy is equal Trident rate for once a week garbage, recycle and debris collection. |
| Backdoor Garbage Collection (includes once per week backdoor garbage collection year round, curbside recycling and yard debris) | \$ 302 | \$ 210 | \$ 612 | \$ 468 | \$ 258 | 123% | Trident cost reduced by 50% of subsidy |
| Twice a Week Garbage Collection (seasonally twice per week garbage collection, includes backdoor recycling once per week year-round and yard debris) | \$ 385 | \$ 260 | \$ 732 | \$ 588 | \$ 328 | 126% | Trident cost reduced by 50% of subsidy |
| Multifamily /HOA (seasonally twice per week garbage collection, includes backdoor recycling once per week year-round and yard debris) | \$ 385 | \$ 260 | \$ 708 | \$ 564 | \$ 304 | 117% | Trident cost reduced by 50% of subsidy |
| Multifamily Regimes /Homowners Garbage Collection* (includes dumpster and recycling collection) | \$ 45.00 | \$ - | \$ 98 | \$ - | \$ - | 0% | Subsidy of \$98 applied to the service |
| SERVICE TYPE FOR RENTAL PROPERTIES | | | | | | | |
| Rental Backdoor Collection (includes backdoor garbage collection weekly on designated day, plus additional collection on Fridays from May 1st through Labor Day. It also includes backdoor recycling once per week and yard debris). | \$ 385 | \$ 385 | \$ 732 | \$ 732 | \$ 347 | 90% | Full cost passed to the business owners |
| Home Owners Associations/Rentals (seasonally twice per week garbage collection, includes backdoor recycling once per week year-round) | \$ 385 | \$ 385 | \$ 708 | \$ 708 | \$ 323 | 84% | Full cost passed to the business owners |
| Multifamily/Regimes Garbage Collection* (includes dumpster and recycling collection) | \$ 45 | \$ 45 | \$ 98 | \$ 98 | \$ 53 | 117% | Full cost passed to the business owners |



Tab 19

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Kiawah Island Parkway/Beachwalker Drive Intersection Construction

DATE: 5 March 2024

BACKGROUND:

Town staff has contracted with Kimley-Horn to design traffic improvements to the intersection of Kiawah Island Parkway and Beachwalker Drive. The design improvements include constructing a curbed channelized left turn outbound past the gate onto Beachwalker Drive and reworking the curbing to the existing island to increase the radius for traffic to turn left from Beachwalker Drive onto the parkway.

ANALYSIS:

Town staff released an RFP for construction services for all qualified contractors to perform the work as explained in the RFP and per the design generated by Kimley-Horn. The RFP was posted publicly for two weeks, and we received the following bids:

| | |
|---------------------------------------|------------------|
| Truluck Construction: | \$186,469 |
| First Construction Management: | \$261,000 |

Both of the bids received were reviewed by staff and the consultants from Kimley-Horn, taking into consideration cost and experience.

ACTION REQUESTED:

Town staff requests that, with the recommendation from the Ways and Means Committee, the Town Council approve the bid from Truluck Construction in the amount of \$186,469 to perform the services as described in the scope of work in the RFP.

BUDGET & FINANCIAL DATA:

If approved, this project will be funded 70% from restricted funds and 30% from the General Fund.





Proposal for the
Kiawah Island Parkway and Beachwalker Drive Intersection

February 7, 2024
2:00pm

1012-A St. Andrew's Blvd.
Charleston, SC 29407

truluckconstruction@gmail.com

Office: 843-766-5571

Rawlins Lowndes Cell: 864-680-2107

Rawlins Lowndes, General Manager

DATE: February 7, 2024

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: Truluck Construction, Inc.

BUSINESS ADDRESS: 1012-A St. Andrews Blvd., Charleston, SC 29407

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function.

Rawlins Lowndes, GM/PM

II. REFERENCES / EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. COMPANY NAME: Truluck Construction, Inc.
Contract Title: Mathis Ferry/Venning Rd. at US 17 Intersection Improvements
Contract Period: From April 2023 To February 2024
Geographic Area Served Mt. Pleasant, SC
Scope of Work: Relocation of existing curb & gutter, removal of existing medians, milling & resurfacing, new median, construction of concrete pedestrian refuge, reconstruction of concrete median nose
Contracting Office: Town of Mt. Pleasant
Contact Name: Molli Lemin
Title: Transortation Operations Division Chief
Address: 100 Ann Edwards Lane
City: Charleston State: South Carolina
Telephone: 843-856-3080
Email: MLemin@tompsec.com

REFERENCES / EXPERIENCE (Continued):

2. COMPANY NAME: Truluck Construction, Inc.
Contract Title: Lexington and All-American Blvd. Mini Roundabout
Contract Period: From January 2023 To January 2024
Geographic Area Served Mt. Pleasant
Scope of Work: Construction of a mini roundabout. Clearing, grubbing, asphalt milling, relocation of sewer lines and water mains. Concrete work - curb, gutter, roundabout, and pedestrian crosses
Contracting Office: Charleston County
Contact Name: Chris Yaw
Title: Inspection Operations Manager
Address: 4045 Bridge View Drive, Suite B309
City: North Charleston State: SC
Telephone: 843-202-7848
Email: cyaw@charlestoncounty.org
3. COMPANY NAME: Truluck Construction, Inc.
Contract Title: Brighton Park Blvd. and Nexton Pkwy Intersection
Contract Period: From September 2022 To September 2023
Geographic Area Served Nexton Area
Scope of Work: Clearing, grading, storm drainage, asphalt milling and paving, concrete sidewalk, concrete curb, concrete handicap ramps, striping
Contracting Office: Sanders Brothers Construction for Berkeley County
Contact Name: Adam Weser
Title: Project Manager
Address: 1900 Harley Street
City: North Charleston State: SC
Telephone: 843-744-4261
Email: adam@sandersbrothers.com

III. COST:

In compliance with Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor, except as otherwise provided noted, for Construction Services for road improvements on Kiawah Island Parkway at Beachwalker drive for the following cost:

All-inclusive Project Cost

\$ 186,469.00

NAME OF COMPANY: Truluck Construction, Inc.

By: 
 Signature

Rawlins Lowndes
 Print Name

Title: General Manager, Partner (i.e., Owner, Partner, Corporate Officer, etc.)

Address: 1012-A St. Andrews Blvd.

City: Charleston State: SC Zip: 29407

Telephone Number: 843-766-5571 Business Fax Number: 843-766-5574

Is your firm a X Corporation, Sole Proprietorship, or Partnership?

If incorporated, please list state of incorporation: South Carolina

FEIN or SSN: 46-4690166

BUSINESS LICENSE:

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

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

X Yes No If yes, list the number SBL 19-012123

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

INSURANCE:

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

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

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

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

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

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

INDEMNIFICATION

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

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

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ___ Yes ^X ___ No

If so, are you certified? ___ Yes ___ No

If you are certified, you must furnish a copy of your certificate with your submittal.

NON-COLLUSION OATH

COUNTY OF: Charleston

STATE OF: South Carolina

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared Rawlins Lowndes and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS 7th DAY OF FEBRUARY, 2024



Authorized Signature for Offeror

Please print Offeror's name and address:

Rawlins Lowndes, GM

Truluck Construction, Inc.

1012-A St. Andrews Blvd.

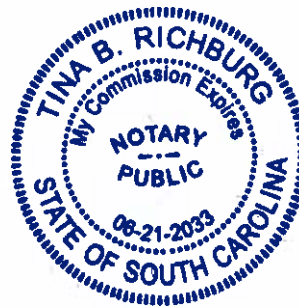
Charleston, SC 29407

Tina B. Richburg

NOTARY PUBLIC FOR THE STATE OF South Carolina

My Commission Expires: 6-21-33

Print Name: Tina B. Richburg



Project Timeline for
Kiawah Island Parkway and Beachwalker Drive Intersection

The project timeline will be one month from start to finish. We will try to cut this back as much as possible to minimize disruption.

Project will be able to start in April 2024.

BUSINESS LICENSE CERTIFICATE

TOWN OF KIAWAH ISLAND

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

TRULUCK CONSTRUCTION, INC
PO BOX 32219
CHARLESTON, SC 294170000

2023

BUSINESS NAME:
TRULUCK CONSTRUCTION, INC

BUSINESS DESCRIPTION:

Paving Contractor

BUSINESS OWNER:
CHARLES TRULUCK

Class
8

BUSINESS LOCATION:
PO BOX 32219
CHARLESTON, SC 294170000

NAICS CODE:
238990

BUSINESS LICENSE NUMBER: SBL19-012123

Account Number: 001477

Business License Number: SBL19-012123

Effective Date: 04/19/2023

Expiration Date: 04/30/2024

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|----------------|
| PRODUCER McGriff Insurance Services LLC 309 Columbia Ave P. O. Box 8628, 29202 Lexington, SC 29072 | CONTACT NAME: Lindsey Herr-Borkowski | |
| | PHONE (A/C, No, Ext): 803 748-0100 | FAX (A/C, No): |
| INSURED Truluck Construction, Inc. PO Box 32219 Charleston, SC 29417 | E-MAIL ADDRESS: Lindsey.Herr-Borkowski@mcgriff.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Firemens Insurance Co. of Washington DC | NAIC # 21784 |
| | INSURER B: Berkley Casualty Company | 15911 |
| | INSURER C: Colony Specialty Insurance | 36927 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | CPA012198354 | 06/01/2023 | 06/01/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | CAA012198454 | 06/01/2023 | 06/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | CPA012198354 | 06/01/2023 | 06/01/2024 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | KEY0147069 | 06/01/2023 | 06/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Leased/Rented Equ | | IM2584220 | 06/01/2023 | 06/01/2024 | \$250,000 lmt/\$5,000 ded |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |



Tab 20

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Ways and Means Committee Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Kiawah Island Parkway/Beachwalker Drive Intersection Inspection

DATE: 5 March 2024

BACKGROUND:

Town staff has contracted with Kimley-Horn to design traffic improvements to the intersection of Kiawah Island Parkway and Beachwalker Drive. The design improvements include constructing a curbed channelized left turn outbound past the gate onto Beachwalker Drive and reworking the curbing to the existing island to increase the radius for traffic to turn left from Beachwalker Drive onto the parkway.

ANALYSIS:

After receiving the design from Kimley-Horn, town staff posted an RFP for CE&I publicly for all qualified engineering firms that can oversee construction and conduct necessary inspections. The RFP was posted for two weeks, and we received one bid as follows:

EAS Professionals: \$55,785

Town staff reviewed this bid with the consultants from Kimley-Horn, and it was determined that this bid meets the scope of the work that the Town is requesting.

ACTION REQUESTED:

Town staff requests that, with the recommendation from the Ways and Means Committee, the Town Council approve the bid from EAS Professionals for the CE&I on the intersection project.

BUDGET & FINANCIAL DATA:

If approved, this will be funded 70% from restricted funds and 30% from the General Fund.



**REQUEST FOR PROPOSAL (RFP)
TOWN OF KIAWAH ISLAND
KIAWAH ISLAND PKWY AND BEACHWALKER DR
INTERSECTION – CE&I SERVICES**

Prepared For:

Town of Kiawah Island
4475 Betsy Kerrison Pkwy
Kiawah Island, SC 29455



Prepared By:

EAS PROFESSIONALS, INC.
2154 N. Center Street, Unit B 205
North Charleston, SC 29406
Phone: (843) 933-3012

Contact: Douglas R. Dunko, PE

EAS No. 249001

February 7, 2024

Town of Kiawah Island
4475 Betsy Kerrison Pkwy
Kiawah Island, SC 29455



February 7, 2024

Attention: Petra Reynolds, Brian Gottschalk

Reference: Kiawah Island Pkwy and Beachwalker Dr Intersection – CE&I Services

Engineering and Surveying (EAS) Professionals, Inc. is a multi-disciplinary engineering and land surveying firm headquartered in Greenville, SC, with three other full-service offices in North Charleston, Columbia, and Asheville. We formally express our interest in the Kiawah Island Pkwy and Beachwalker Dr Intersection CE&I Services.

Our team is highly qualified and has provided civil engineering services to South Carolina for over 21 years. As a small firm with 100 employees, we offer a personal touch for all our clients. We sincerely hope your review of our information will find EAS Professionals favorable to engage our professional services. Prior to commencement of services, EAS can provide the necessary proof of insurance, W-9, business licenses, and other required information. We are a **Certified Small Business Enterprise with Charleston County (Certification No. 102523-00-AE-001)**. Below is the Point of Contact information for EAS Professionals:

Doug Dunko -Point of Contact
2154 N. Center St, Unit B
North Charleston, SC 29406
ddunko@eas-pro.com
Phone: 843-933-3012

EAS's Principal/co-owner and signatory below, Douglas Roy Dunko certifies that the information included within this document, is to the best of my knowledge, correct as of the date indicated. Doug is authorized to contractually bind our business.

Signature:



Douglas Roy Dunko, P.E.,
Senior Geotechnical Engineer/CEO/Owner
South Carolina PE License No. 21288





***Certified
Charleston County
Small Business Enterprise***



***EAS Professionals Inc
North Charleston, SC***

Certification No. 102523-00-AE-001

Valid Until: October 25, 2024

Certified for: Engineering & Surveying

Holly S. Chesser

Holly S. Chesser, Program Manager
Small Business Enterprise Program

Issued On: October 25, 2023

THE MULTI-DISCIPLINE ADVANTAGE

REGISTERED SURVEYORS (PLS) AND PROFESSIONAL ENGINEERS (PE)

Geotechnical Engineering Services

- Comprehensive Subsurface Investigations
- Pavement Designs: Asphalt, Concrete, Pervious
 - Comprehensive Concrete Pavement Jointing Plans and specifications
- Deep Foundations Evaluation & Design
 - Timber, Concrete, and Steel Piles
 - Drilled Shafts and Stone Columns
- Retaining Wall and Reinforced Earth Design
 - Geogrid-Reinforced Walls and Slopes
 - Reinforced Concrete Walls
 - Soil Nail, Tieback, and Lagging Walls
- Earth Stabilization Evaluation and Design
 - Geotextiles/Geogrids, Lime, and Cement
 - Wick Drains and Site Preloads
 - Soil Cement, Rock Columns, Rigid inclusions, Dynamic Compaction, Polymer injections
- Seismic Evaluations per IBC Codes
- Site-Specific Seismic Analysis Design Category upgrades & Seismic Remediation Designs
- Liquefaction/Settlement Analysis (SCPT and ReMi)
- Site Feasibility Studies
- Forensic/Failure Evaluations and Analysis
- Slope and retaining structures Stability Analysis
- Seismic Refraction and developing top or Rock Surfaces for blasting/site development
- Evaluation and profiling of Sinkholes

Construction Materials Testing Services

- Commercial, Industrial, Institutional and Residential Building/Facilities Inspection Services
- QA/QC Construction Observation
- Soil, Aggregate, Concrete, and Asphalt Field Testing & Third-Party Verification
- Stormwater SWPPP – CEPSCI Inspections
- Special Inspections and Testing (IBC Chapter 17)
- SCDOT CE&I Services

Laboratory Testing Services

- CU Triaxial (ASTM D4767)
- Consolidation (ASTM D2435)
- Grain Size Analysis (ASTM D422)
- Atterberg Limits (ASTM D4318)
- Hydraulic Conductivity (ASTM D5084)
- Wash 200 (ASTM D1140)
- Moisture Content (ASTM D2216)
- Specific Gravity (ASTM D854)
- California Bearing Ratio (ASTM D 1883)
- Standard Proctor (ASTM D698)
- Modified Proctor (ASTM D1557)
- Soil Classification (ASTM D2487)



Environmental Engineering Services

- Phase I (ASTM E1527-21) and Phase II ESAs
- Soil and Groundwater Remediation Design and Permitting
- Environmental Impact Studies
- Lead Paint, Asbestos, Radon, and Mold Surveys
- Industrial Regulatory Compliance Audits
- Wastewater Treatment Design and Permitting
- Septic Tank/Drain Field Suitability Evaluations
- Threatened and Endangered Species, Critical Habitat Evaluations
- Air Emission Permitting
- NEPA studies, including Historic Structures and sites with Archeological Significance
- Wetland Delineations and Permitting
- Certified Tree Arborist services
- Hazardous Waste Management and Permitting
- Sediment and Erosion Control Permits
- Trout and Riparian Buffer Permits and Variances
- Reporting under the Toxic Substances Control Act
- Negotiation and implementation of Voluntary Cleanup Contracts (VCCs),
- Brownfields Remediation
- Spill Plans including SPCC, BMPP, and HWCP

Licensed NC & SC Surveying Services

- LiDAR and Photogrammetric Aerial Drone Surveys
- Survey Grade Terrestrial Scanning
- Boundary Surveys
- Topographic Survey
- Tree Surveys and Arborist Services
- Wetland Surveys
- Lot, House, and Foundation Surveys
- Construction staking
- Plot Plans and Final House Surveys
- Elevation Surveys
- Preliminary and Final Subdivision Plats
- Combination Plats
- Utility As-Built and Waterway Surveys
- ALTA Surveys
- Recording of Documents
- GPS-DTM Machine Control Set-up
- Topsoil and Blast Rock Surveys



Specialty Services

- 3D CCTV Pipe Inspections and Laser Profiling
- Survey-Grade Aerial Drone (LiDAR) 3D Mapping
- 2D and 3D Ground Penetrating Radar
- InfraRed/ Thermographic Aerial Inspection/ Survey
- Polymer injections for void fill, slab and foundation subgrade stabilization and settlement recovery

Staffing Plan

If chosen as the consultant, EAS Professionals Inc will implement the following staffing plan:

EAS Professionals Staff

| Position | Duties |
|-----------------------------------|--|
| Senior CE&I Manager | Pre-construction meeting, Materials Submittal, Project Files, Utility tracking |
| Project Manager/Senior Inspector | On-site during construction, submittals, reporting |
| Surveyor (PLS) | Site and boundary verification |
| Senior Geotechnical Engineer (PE) | In the event subgrade repairs are needed, provide engineering direction |

Johnson, Mirmiran & Thompson (JMT) Staff

| Position | Duties |
|--------------------|----------------------|
| Senior Inspector | Utility Coordination |
| Project Engineer I | CPM Schedule Review |

Soil Consultants Staff

| Position | Duties |
|--------------------|---|
| Laboratory Manager | Soils proctor and classification, cylinder breaks |

Statement of Qualifications

EAS Professionals, Inc, proposes to the Town of Kiawah Island to serve as the prime CE&I firm for Kiawah Island Pkwy and Beachwalker Drive intersection. Alongside EAS Professionals, Inc, Johnson, Mirmiran & Thompson, and Soil Consultants, Inc. will serve as the sub-contractor to EAS Professionals, Inc. to provide the full scope of services outlined in the Scope of Work of the Request for Proposal (RFP). In addition to the summaries below, a SF 330 is available for each team member in the following pages.

Creighton Thomas Inabinett, PE and Karen Vanhorn from EAS Professionals will serve as the Senior CE&I Project Manager and Project Manager/Senior Inspector, respectively. Mr. Inabinett has over fifteen years of CE&I experience in SCDOT projects. Additionally, Ms. Vanhorn provides forty years of CE&I experience in SCDOT projects, including the first urban diamond interchange built in SC, located at the intersection of SC Hwy 14 and Interstate 85 in Greer. Mr. Inabinett and Ms. Vanhorn will be supported by Rob Poynter, PLS and Doug Dunko, PE. Mr. Poynter will provide site and boundary verification. Additionally, Mr. Poynter has 28 years of experience in surveying for a variety of projects, both public and private, as well as small and large. Lastly, Mr. Dunko will provide Geotechnical Engineering support as needed; Mr. Dunko is the Co-Owner of EAS Professionals and has over thirty years of experience in Geotechnical engineering.

From Johnson Mirmiran & Thompson, Laura E. Boisclair, EIT and Kyle Sharpe, PE will serve as the CPM Schedulers and provide additional project management duties if needed. Mr. Joseph Montgomery and Mr. Donald Ulmer, PE, will provide Utility Coordination.

Ms. Boisclair has over nine years of experience in construction administration and inspection and has been part of several large projects in the greater Charleston area. Mr. Sharpe has over eight years of experience in roadway design and stormwater management in projects across major metro areas throughout South Carolina. Mr. Montgomery has over twenty-two years in utility coordination in projects throughout South Carolina. Lastly, Mr. Ulmer has over thirty-eight years of experience in utility coordination (as well as a variety of roles) in projects throughout South Carolina and was a previous SCDOT employee.

From Soil Consultants, Inc, Ms. Audrey Dean Chubb will serve as the Laboratory Manager. Ms. Chubb has over thirty-three years of laboratory experience for numerous roadway projects in the greater Charleston area.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

| | | | |
|---|---|-----------------------|--------------------------------------|
| 12. NAME Creighton Thomas Inabinet, P.E. | 13. ROLE IN THIS CONTRACT Senior CE&I Inspector | 33. YEARS EXPERIENCE | |
| | | a. TOTAL 15 | b. WITH CURRENT FIRM <1 |

15. FIRM NAME AND LOCATION (City and State)

EAS Professionals, Inc., Greenville, SC



16. EDUCATION (DEGREE AND SPECIALIZATION)

B.S. Civil Engineering

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Professional Engineer - South Carolina, License # 31166

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

SCDOT - Nuclear Gauge Hazmat, Asphalt Roadway Technician, Concrete Field Technicians (Levels 1 & 2), Earthwork and Base Course Technician, Foundation Technician (Drilled Shafts and Piles). ACI - Concrete Field -Testing Technician (Level 1), OSHA - 10 Hour Safety Training. National Safety Council - Traffic Control Design & Supervision

19. RELEVANT PROJECTS

| | (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|----|--|--|--|
| | Carolina Crossroads Interstates 20/26/126 - Improvement Design Build - Phase 2 | PROFESSIONAL SERVICES 2021-Present | CONSTRUCTION (if applicable) Ongoing |
| a. | <p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm</p> <p>Owner Verification Assistant Resident. Project included improvements to I-20 at Broad River Rd (US-176), as part of a 14 mile stretch of interstate road improvement to the area known as "Malfunction Junction". where interstates I-20, I-26, and I-126 intersect. Mr. Inabinet was responsible for ensuring the contractor-performed inspection and testing meets or exceeds SCDOT's Quality Assurance Program, specific to Carolina Crossroads project. Additional responsibilities included leading pre-activity and progress meetings, field staff management, project administrative management, and design-reviews. Estimated Project Cost: \$130,000,000 (Phase 2).</p> | | |
| | I-26 Widening, MM 85-101 - Design Build | PROFESSIONAL SERVICES 2020-2021 | CONSTRUCTION (if applicable) Ongoing |
| b. | <p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm</p> <p>Resident Construction Engineer for Paving Projects. Project included widening I-26 from four lanes to eight lanes, located between exits 101 and and 97, and widening from two lanes to four lanes located between exits 97 to 85. Project also included interchange and weight station improvements, as well as bridge replacements. Mr. Inabinet was responsible for all asphalt patching, as well as both asphalt and concrete paving, totaling in 1.7 million square yards of pavement. Supervisions of Inspectors, Superintendents, and Engineers included in project responsibility. Estimated Project Cost: \$421,000,000</p> | | |
| | I-85/I-385 Gateway Project | PROFESSIONAL SERVICES 2015-2020 | CONSTRUCTION (if applicable) 2015-2020 |
| c. | <p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm</p> <p>Assistant Project Engineer. Project included improvements, replacements, and rehabilitation of the I-85/I-385 interchange to improve safety, functionality, and structure of the interchange itself, as well as surrounding secondary and primary roads. Mr. Inabinet was responsible for assisting the project consultant and SCDOT engineers with day to day construction management and inspections. Additional responsibilities included project management and closeout, as well as oversight of over 15 inspectors. Estimated Project Cost: \$231,000,000</p> | | |
| | SCDOT I-20 Widening Construction Engineering & Inspection | PROFESSIONAL SERVICES 2014-2015 | CONSTRUCTION (if applicable) 2012-2015 |
| d. | <p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm</p> <p>Assistant Resident Engineer. Project included the widening of an almost 7 mile stretch between Sears Creek Road (Exit 82) and I-77. The road was widened to 6 lanes. Mr. Inabinet's professional responsibilities included assisting the SCDOT Resident Construction Engineer (RCE) on-site with the construction management and oversight, document control, and management of the field office during the final phases of this project. Additional responsibilities included the oversight of traffic control from the contractual and SCDOT standard, as well as overall safety. Estimated Project Cost: \$75,000,000</p> | | |

| | | |
|---|------------------------------------|--|
| (1) TITLE AND LOCATION <i>(City and State)</i> South Carolina Department of Transportation (SCDOT) 13 Intersections in Districts 1 & 7 Design-Build Design Review and Construction Engineering | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES 2011-2013 | CONSTRUCTION <i>(if applicable)</i> 2011-2013 |
| (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Assistant Resident Engineer. Project included design, construction, and improvement of 13 intersections located in District 1 and District 7 which were listed as “critical” due to fatalities in South Carolina. Mr. Inabinett served as the Assistant Resident Construction Engineer (ARCE) and Project Manager. Duties included performing daily CE&I inspections, oversight of the CE&I management of all 13 intersections, and providing utility coordination between the design-builder and SCDOT. Estimated Project Costs: \$22,000,000 | | |

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

| | | | | | |
|---|---|--|--|-----------------------|--------------------------------------|
| 12. NAME Karen Dresch Vanhorn | 13. ROLE IN THIS CONTRACT Senior CE&I Inspector | 14. YEARS EXPERIENCE <table style="width: 100%;"> <tr> <td style="width: 50%;">a. TOTAL 40</td> <td style="width: 50%;">b. WITH CURRENT FIRM <1</td> </tr> </table> | | a. TOTAL 40 | b. WITH CURRENT FIRM <1 |
| a. TOTAL 40 | b. WITH CURRENT FIRM <1 | | | | |
| 15. FIRM NAME AND LOCATION (City and State) EAS Professionals, Inc., Greenville, SC | | | | | |
| 16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. - Civil Engineering Tennessee Technological University | | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) SCDOT Pavement Preservation Level 1: Asphalt Seal Coats, Concrete, Micro/Slurry. SCDOT Earthwork and Base Course Technician, SCDOT Asphalt Roadway Technician, SCDOT Foundations Technician, SCDOT Level 1 and 2 Concrete Field Technician, ACI Concrete and Testing Technician – Grade 1, OSHA 10 Hour Construction Safety and Health, CEPSCI – Erosion Prevention & Sediment Control, Troxler – Hazmat Certified | | | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) | | | | | |

19. RELEVANT PROJECTS

| | | | | | |
|--|---|--|--|--|--|
| | (1) TITLE AND LOCATION (City and State) Closed and Load Restricted Bridge Package 2021-1 | (2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2023-Present</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 2023- Present</td> </tr> </table> | | PROFESSIONAL SERVICES 2023-Present | CONSTRUCTION (if applicable) 2023- Present |
| PROFESSIONAL SERVICES 2023-Present | CONSTRUCTION (if applicable) 2023- Present | | | | |
| a. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design Build to replace 8 secondary route bridges in SCDOT District 4. Performs daily Quality Control required as subcontractor (including all sampling and testing to ensure materials meet specifications, ensuring items of work meet the plans and contract, providing daily documentation). Coordinates with the Quality Acceptance staff daily to ensure items are tested and sampled for final SCDOT acceptance. | | | | |
| | (1) TITLE AND LOCATION (City and State) Anderson County CTC Roads Program | (2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2019-2021</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 2019-2021</td> </tr> </table> | | PROFESSIONAL SERVICES 2019-2021 | CONSTRUCTION (if applicable) 2019-2021 |
| PROFESSIONAL SERVICES 2019-2021 | CONSTRUCTION (if applicable) 2019-2021 | | | | |
| b. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Assistant Project Manager; project included multiple roads in Anderson County, SC. Was responsible for performing road evaluations to determine roads in each package, field quantities for advertising construction, maintaining status updates with the CTC, tracking annual road program budgets, awarding contracts, and oversight of contractors and onsite inspection staff. Coordination with onsite utilities as needed. Conducted final Inspections and punch lists. | | | | |
| | (1) TITLE AND LOCATION (City and State) US 378 Bridge Over Little River | (1) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2015-2018</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 2015-2018</td> </tr> </table> | | PROFESSIONAL SERVICES 2015-2018 | CONSTRUCTION (if applicable) 2015-2018 |
| PROFESSIONAL SERVICES 2015-2018 | CONSTRUCTION (if applicable) 2015-2018 | | | | |
| c. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Assistant Resident Construction Engineer for the SCDOT; new construction of a 1000' length bridge spanning the Little River in Abbeville County, SC. Was the lead in project management, including site layout, site inspection, daily reports, erosion control, traffic control, project documentation, change order, utility coordination, managing inspectors and engineers, AS-1 reports, pile logs, and running estimates. | | | | |
| | (1) TITLE AND LOCATION (City and State) SC Hwy 14 at I-85 – Diamond Interchange Project | (1) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 1999-2001</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 1999-2001</td> </tr> </table> | | PROFESSIONAL SERVICES 1999-2001 | CONSTRUCTION (if applicable) 1999-2001 |
| PROFESSIONAL SERVICES 1999-2001 | CONSTRUCTION (if applicable) 1999-2001 | | | | |
| d. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Contractor Project Manager. First ever urban diamond interchange built in SC. Selected suppliers, sub-contractors, design forms, managed shop crews, field crews, surveying, estimate review, scheduling, and change orders. Coordinated with SCDOT, material certifications, field inspections, and acted as intermediary between contractor and SCDOT. | | | | |

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

| 12. NAME | 13. ROLE IN THIS CONTRACT | 14. YEARS EXPERIENCE | |
|---------------------------------------|---------------------------|----------------------|----------------------|
| | | a. TOTAL | b. WITH CURRENT FIRM |
| Jack Robert (Rob) Poynter Jr., PLS | Senior Land Surveyor | 27 | 13 |

15. FIRM NAME AND LOCATION *(City and State)*

EAS Professionals, Inc., Greenville, SC

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

N/A

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

SC Professional Land Surveyor #16502

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Poynter has over 27 years of diversified surveying experience. After eleven years of field and office experience Mr. Poynter obtained his PLS in 1995. Mr. Poynter has surveying experience in South Carolina, North Carolina, Ohio, Indiana, Florida and Georgia.

19. RELEVANT PROJECTS

| | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
|----|---|--|-------------------------------------|
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> |
| a. | Industrial Site, Greer, SC | 2019 | N/A |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Oversaw boundary and topographic survey of a 92+/- acre site for a 700,000 SF facility. Cost: \$40,000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |
| b. | Hunters Crossing Subdivision, Easley, SC | 2019 | 2019 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Oversaw boundary surveys and construction staking for houses. Cost: \$30,000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |
| c. | Highland Park Subdivision, Roebuck, SC | 2019 | 2019 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Oversaw boundary surveys and construction staking for houses. Cost: \$30,000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |
| d. | Orchards at Reidsville Subdivision, Reidsville, SC | 2019 | 2019 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Surveyor- Conducted Topographic Surveys, to include utility locations, storm drain locations, As-Built conditions. Cost: \$8,000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |
| e. | Spinx, Summerville, SC | 2018 | 2019 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Oversaw land surveying services for Spinx store. Services included tree survey, topographic survey, boundary survey, construction staking and final as-built survey. Estimated Project Cost: \$ 20,000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

| | | | |
|---|---|----------------------|--------------------------------|
| 12. NAME Douglas Roy Dunko, P.E. | 13. ROLE IN THIS CONTRACT Engineer of Record-Senior Geotechnical Engineer | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 33 | b. WITH CURRENT FIRM 20 |

| | | |
|--|---|--|
| 15. FIRM NAME AND LOCATION (City and State) EAS Professionals, Inc., Greenville, SC |  | |
|--|---|--|

| | |
|---|---|
| 16. EDUCATION (DEGREE AND SPECIALIZATION) M.S. Civil Engineering, B.S. Civil Engineering | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) PE: SC, NC, TN, GA, VA, FL, LA & 13 additional states |
|---|---|

| |
|---|
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers (ASCE), National Council of Examiners for Engineers and Surveyors (NCEES), Preparation of National PE exams for Geotechnical Engineering, 40 Hour OSHA |
|---|

19. RELEVANT PROJECTS

| (1) TITLE AND LOCATION (City and State) Kronotex, laminate Flooring Manufacturing Facility Barnwell SC | (2) YEAR COMPLETED | |
|--|--|---|
| | PROFESSIONAL SERVICES 2015-2020 | CONSTRUCTION (if applicable) 2017-2020 |
| a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical & Senior Construction Materials Testing Engineer. Designer of Auger Cast Pile foundations for the Board Press Facility (230 Piles with 3 load test). Owners representative throughout site preparation and construction of the buildings and tower, machine installations, Heavy-duty drive and parking facilities. Providing third party and/or special inspections to observe and document construction activities and provide materials testing services at numerous locations. Estimated Project Cost: 275,000.000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |
| (1) TITLE AND LOCATION (City and State) Clemson University CAT Bus Route Pavement Upgrades, Pickens County, SC | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES 2015-2020 | CONSTRUCTION (if applicable) 2017-2020 |
| b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical & Senior Construction Materials Testing Engineer. Designer Cold Mill Recycled Pavement Sections for high repetition CAT Bus routes. Owners representative throughout site preparation and construction of the Cold Mill Recycled Pavement sections and final asphalt overlay. Estimated Project Cost: \$3,500.000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |
| (1) TITLE AND LOCATION (City and State) Lowes Home Improvement - Mt. Pleasant and over 265 Other Store Locations | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES 2017 | CONSTRUCTION (if applicable) 2017 |
| c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical, Senior Construction Materials Testing Engineer, Owners Representative. Oversaw site preparation and construction of building and parking facilities, leading the asphalt and concrete pavement design. Provided additional evaluation and and site development recommendations. Estimated Project Cost \$25,000,000 | <input checked="" type="checkbox"/> Check if project performed with current firm | |
| (1) TITLE AND LOCATION (City and State) Dollar General Stores: Over 300 stores. Locations in SC, NC, TN, VA, OH, WV, MD, DE, KY, CA, TX | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES 2006-2020 | CONSTRUCTION (if applicable) 2006-2020 |
| d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical & Senior Construction Materials Testing Engineer for over 300 sites. Dollar General construction sites generally consist of a 10,640 square foot (SF) building with associated asphalt or concrete paved parking and drive areas. EAS provided foundation recommendations and conducted pavement design for numerous Dollar General Store structures. Estimated Project Cost: \$1,500,000 to \$4,000,000 (Including 3 sites in Charleston County). | <input checked="" type="checkbox"/> Check if project performed with current firm | |

| | | |
|---|--|--|
| (1) TITLE AND LOCATION <i>(City and State)</i> SPINX Convenience Stores: Over 50 Locations in South Carolina, Including Charleston Area Locations | (2) YEAR COMPLETED <div> PROFESSIONAL SERVICES 2011-2020 </div> <div> CONSTRUCTION <i>(if applicable)</i> 2011-2020 </div> | |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm e. Senior Geotechnical & Senior Construction Materials Testing Engineer for over 50 sites, including Mt Pleasant Location. Owners representative throughout site preparation, construction of the building and parking facilities, and pavement design/reinforcement. Provided third party and/or special inspections to observe and document construction activities and provide materials testing services at numerous locations. Estimated Project Cost: \$40,000 to \$15,000,000 | |

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|--|---|----------------------|---------------------------|
| 12. NAME Laura E. Boisclair, EIT | 13. ROLE IN THIS CONTRACT Project Manager and CPM Scheduler | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 9 | b. WITH CURRENT FIRM 4 |

15. FIRM NAME AND LOCATION (City and State)
Johnson, Mirmiran & Thompson, Mt. Pleasant, SC

16. EDUCATION (DEGREE AND SPECIALIZATION)
BS / Civil and Environmental Engineering

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
EIT, OSHA 10-Hr Trained, HAZWOPER 40-Hr Trained, AASHTO National Steel Trained, Qualified Signal Person & Rigger, Fall Protection & Aerial Lift Trained, TWIC Holder, SCDHEC Erosion Prevention & Sediment Control Inspector, SCDOT Asphalt Roadway Technician Certification, SCDOT Advanced Work Zone Traffic Control Supervisor, SCDOT Earthwork and Base Course

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Ms. Boisclair has over 9 years' experience providing construction administration and inspection. Having worked for a contractor for over 5 years, she has a full understanding of the contractor's process. She has been responsible in coordinating with the design teams and conducting weekly meetings with the owners, been responsible for all QC tests and reports in accordance with SCDOT standards and submission of all RFIs and submittals, assisting lead pm with schedule and budget and quantity tracking for the monthly cost estimate, and managing the close-out of the project, including final punch-list activities and as-built drawings.

19. RELEVANT PROJECTS

| (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|--|--|------------------------------|
| | PROFESSIONAL SERVICES | CONSTRUCTION (If Applicable) |
| a. I-26 Volvo Interchange Design Build Project Berkeley County, SC (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Quality Control Manager. Ms. Boisclair served as Quality Control Manager for the \$43.8M project in Ridgeville, SC constructing 4 ramps, 3 bridges, and 5 miles of roadway to Volvo Car Drive from I-26. Ms. Boisclair was responsible for managing various subcontractors and self-perform work, including the excavation of 47,000 CY of soil, placement of 480,000 CY of soil, cement stabilization of existing ground, installation of 43,500 LF of wick drains, 4,300 LF of RCP, 17,000 SF of MSE Walls, installation of 634,000 LBS of rebar, placement of 2,500 CY of concrete, and pavement of 54,000 Tons of asphalt. She also was responsible in coordinating with the design team and conducting weekly meetings with the Owner, responsible for all QC tests and reports in accordance with SCDOT Standards and submission of all RFIs and Submittals, assisting Lead PM with CPM schedule and budget and quantity tracking for the monthly cost estimate, and managing the close-out of the project, including final punch-list activities and as-built drawings. | <input checked="" type="checkbox"/> Check if project performed with current firm | 2019 |
| b. Phase 3- Battery Seawall Rehabilitation Final Design and Construction Administration, Charleston, SC (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Superintendent. Ms. Boisclair currently serves as the site superintendent for the City of Charleston on this project. She performs regular site inspections and coordinates shop drawing reviews and RFIs as part of her normal daily routine. This project involves the reconstruction of roughly 800 lf of the Low Battery Wall along Murray Blvd. and includes raising the overall height of the wall, constructing a wide promenade walkway, and reconstructing the Murray Blvd. corridor to accommodate better pedestrian circulation and access to the water. | <input checked="" type="checkbox"/> Check if project performed with current firm | Ongoing |
| c. Palmetto Railway's Navy Base Intermodal Facility Redevelopment Charleston, SC (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. Ms. Boisclair served as Project Manager for the \$14M project in Charleston, SC demolishing buildings, underground utilities, excavating, and surcharging. Ms. Boisclair was responsible for the initiating of project planning and implementation/quality control of project activities. Managed project costs and schedule to ensure contract requirements and budget were met. Managed field construction activities, including the direction and coordination of project staff and subcontractors, and tracked of all contract item quantities to create monthly pay applications. Ms. Boisclair handled all change orders, including negotiating, processing, and assessing cost and schedule impacts. Oversaw the close-out process and ensured compliance with contract documents and completed as-builts. Tracked and entered certified payroll for all field employees and coded/entered all vendor invoices. Operated Leica GPS to complete topos and as-builts and verify cuts/fills in the field. | <input type="checkbox"/> Check if project performed with current firm | 2016 |
| d. Gallants Channel Bridge and Roadway Project Beaufort, NC (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | 2015 |

Field/Project Engineer. Ms. Boisclair services as Field/Project Engineering for the \$67M project in Beaufort, NC constructing a 65 ft. high fixed-span bridge and 3.8 miles of a four-lane roadway. Ms. Boisclair was responsible for project submittals, RFIs, delivery, and quantity tracking of all bridge superstructure items, including the placement of 317,000 CY of concrete, 4M LBS of epoxy rebar, erection of 35,000 LF of concrete PT girders and 52,000 LF of concrete piles driven. Responsible for all coordination with the NCDOT Resident Engineer and preparing pay applications and coordinated with foremen/subcontractors to ensure work was in conformance with contract requirements. Ms. Boisclair engaged in site layout, cost estimating, construction planning, scheduling, material procurement, construction equipment, job site safety, and quality control in accordance with NCDOT Specifications and performed quantity tracking and cost coding for productivity analysis and accurate job forecasting.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|---|---|--|----------------------------------|
| 12. NAME Kyle Marpe, PE | 13. ROLE IN THIS CONTRACT Assistant Project Manager | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 8 | b. WITH CURRENT FIRM 1 |
| 15. FIRM NAME AND LOCATION (City and State) Johnson, Mirmiran & Thompson, Inc. Mt. Pleasant, SC | | | |
| 16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering | | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Registered Professional Engineer in SC #37338 | |

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Mr. Marpe has eight years of experience in Roadway Design and Stormwater Management for various agencies throughout South Carolina and Pennsylvania. He has experience working as a consultant for various Roadway projects including intersection design, roadway widening, and interstate interchange reconfiguration. He has worked with SCDOT, PennDOT, York County, Charleston County, and the City of Columbia on a wide variety of scope and scale projects. His experience includes Roadway Design, Intersection Layout, Traffic Control Design, Pavement Marking and Signing Plans, Stormwater Design, HEC-RAS Analysis and Construction Support.

19. RELEVANT PROJECTS

| | | | |
|----|--|--------------------------------------|--|
| a. | (1) TITLE AND LOCATION (City and State) Sutton Road Widening, York County Fort Mill, SC | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES 2022 | CONSTRUCTION (If Applicable) n/a |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Roadway Design Engineer. Responsible for preparation of Roadway Design including plan, profile, and cross section for Right of Way Plans. Additional responsibilities included analysis of the corridor and impacts to minimize environmental and Right of Way impacts. Design included coordination with future residential development and future roadway widening plans. This project was unique because there was a FEMA regulated culvert North of the US 21/Sutton Rd intersection that had to be re-evaluated to account for the roadway widening. Alternatives for the culvert were assessed to ensure there was a no rise in the 100 year WSEL while the culvert was extended for Roadway Widening. | | |
| b. | (1) TITLE AND LOCATION (City and State) Assembly Street Rail Separation Alternative Analysis, SCDOT Columbia, SC | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES 2022 | CONSTRUCTION (If Applicable) n/a |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Roadway Design Engineer. Analyzed different alternatives for separating the rail crossings from Assembly Street in Downtown Columbia. The goal of this project was to reduce the number of crossings between the Norfolk South and CSX Railroads and SCDOT roadways in downtown Columbia. Alternatives included analyzing creating a new roadway to connect Huger Street and Olympia Avenue that was analyzed with both a bridge over the railroad and an underpass under the railroad. Other alternatives included raising and lowering Assembly Street at different grades and elevations to allow for grade separation of the Norfolk Southern and CSX railroads. This project required close coordination with other disciplines including Railroad coordination and City Planners to provide appropriate documentation for the NEPA process. | | |
| c. | (1) TITLE AND LOCATION (City and State) US 17 Over Edisto River Bridge, SCDOT Colleton County, SC | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES 2022 | CONSTRUCTION (If Applicable) n/a |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Roadway Design Engineer. Responsible for preparation of the Traffic Control plans for use during the bridge replacement for US 17 Over the Edisto River. Coordination with the Structural Bridge team was required for this project considering the bridge would be constructed in two stages to maintain at least two lanes of traffic during construction. Additionally, an evacuation lane had to be maintained and striped considering US 17 was along. | | |
| d. | (1) TITLE AND LOCATION (City and State) US 1 Over I-20 Design Build Prep, SCDOT Lexington County, SC | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES 2021 | CONSTRUCTION (If Applicable) Ongoing |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Roadway Design Engineer. Provided design support for the Design Build Prep Package for SCDOT. Assisted with Alternative analysis and provided appropriate documentation for NEPA analysis. In addition, provided preliminary signing plans for interchange signing, including the use of overhead interstate signing. | | |

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

| | | | |
|--------------------------------------|--|----------------------|---------------------------|
| 12. NAME Joseph Montgomery | 13. ROLE IN THIS CONTRACT Utility Coordination | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 22 | b. WITH CURRENT FIRM 5 |

15. FIRM NAME AND LOCATION *(City and State)*

Johnson, Mirmiran & Thompson, Columbia, SC

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

BS, Biology

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

SCDOT Earthworks and Base Technician,
Asphalt Roadway Technician,
Pavement Preservation Level 1 (all levels),
Concrete Levels I & II
SCDHEC CEPSCI, OSHA 10 hr. trained

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Montgomery has worked in the transportation industry in South Carolina for over 22 years as a utility coordinator, roadway inspector, and project manager. He has extensive experience on SCDOT projects and SCDOT "C" Fund roadway projects, including utility coordination, bid documents, estimates, inspections, and required SCDOT "C" Fund Program submittal requirements and documentation. On a recent project for Chesterfield County CTC, Joe saved the county almost \$100,000.00 in utility relocations by using simple design changes and good common sense.

19. RELEVANT PROJECTS

| | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
|---|--|--|--|
| a | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE SCDOT On Call SUE Engineering S-233-18 Statewide, SC | PROFESSIONAL SERVICES Ongoing | CONSTRUCTION <i>(If Applicable)</i> n/a |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Montgomery has been a major part of this on-call team, providing the SCDOT with valuable SUE reports on five projects thus far. Services include providing SUE QL - A, B, C, & D records and data for upcoming SCDOT projects prior to construction. | [X] Check if project performed with current firm | |
| b | (1) TITLE AND LOCATION <i>(City and State)</i> NCDOT Utility Coordination Support, Statewide | PROFESSIONAL SERVICES Ongoing | CONSTRUCTION <i>(If Applicable)</i> n/a |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Montgomery is currently a contractor for the Central Utilities Unit (NCDOT HQ) in four divisions (5, 7, 8, & 9) and manages the utility coordination of 12 projects within those Divisions. He is charged with overseeing the utility coordination for each project and providing the necessary reports, support, and guidance to the Teams designing the new projects. He also performs utility relocation support for Division 5 and oversees the relocations of the utilities before projects are LET for construction. | [X] Check if project performed with current firm | |
| c | (1) TITLE AND LOCATION <i>(City and State)</i> Emergency Bridge Replacement Package 2020-1 Anderson and York Counties, SC | PROFESSIONAL SERVICES 2020 | CONSTRUCTION <i>(If Applicable)</i> n/a |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Montgomery provided all necessary utility coordination for the two replaced bridges, one in Anderson County and one in York County. This included identifying all utilities, providing a preliminary assessment and coordination report, and coordinating with all utilities in conflict for relocation and their respective construction. | [X] Check if project performed with current firm | |
| d | (1) TITLE AND LOCATION <i>(City and State)</i> SCDOT SC 3 (Marlboro Avenue) Transportation Alternatives Program Barnwell County, SC | PROFESSIONAL SERVICES Ongoing | CONSTRUCTION <i>(If Applicable)</i> n/a |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Utility Coordinator. Joe's duties include identifying all utility conflicts, developing utility relocation plans with the owners, determining where QLA test holes are to be performed, and ensuring "clear zones" are met by above-ground utilities. Once relocation plans and costs have been determined, Joe will ensure that each utility follows their own relocation plans and that the work is done on time. | [X] Check if project performed with current firm | |
| e | (1) TITLE AND LOCATION <i>(City and State)</i> SCDOT 2118-W-1 US 17 Bypass (Shetland to Backgate) Horry County, SC | PROFESSIONAL SERVICES 2019 | CONSTRUCTION <i>(If Applicable)</i> n/a |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Montgomery performed utility research and QA/QC during this on-call work order. Joe provided the test hole reports on the work performed to ensure accuracy with the SUE A deliverables. Evaluation Score: 8.3 | [X] Check if project performed with current firm | |

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

| | | | |
|-------------------------------------|--|-----------------------|----------------------------------|
| 12. NAME Donald Ulmer, PE | 13. ROLE IN THIS CONTRACT Utility Coordination | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 38 | b. WITH CURRENT FIRM 1 |

15. FIRM NAME AND LOCATION *(City and State)*

Johnson, Mirmiran & Thompson, Columbia, SC

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

BS, Civil Engineering

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

Registered Professional Engineer SC #14937

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Ulmer is well-versed in transportation engineering, environmental engineering, project management, construction management, and utility coordination. During his career with SCDOT, he held numerous positions including State Surveys and Utilities Manager, Upstate Program Manager, State Subsurface Utilities Engineer, and many structural design positions. For the last seven years at SCDOT he held the position of Upstate Regional Design Manager for the Department until his retirement from state service in 2015. This wide range of expertise and his experience in the public sector provides a unique engineering perspective that benefits our clients.

19. RELEVANT PROJECTS

| | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
|----|---|--|-------------------------------------|
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If Applicable)</i> |
| a. | (1) TITLE AND LOCATION <i>(City and State)</i> SC 85 Bridge Replacements Over S-995/Norfolk Southern Railroad And S-2, Spartanburg County, SC | 2018 | 2021 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Roadway Design Manager/Roadway Engineer of Record. This project consisted of the replacement of two bridges that have reached the end of their lifespan. The replacement bridges will carry six 12-foot lanes divided by a concrete median barrier parapet and full inside and outside shoulders in accordance with SCDOT Highway Manual. The vertical grade of the proposed project will provide vertical clearances of 23 feet over the railroad and 16 feet over Howard Street and Buffington Road. SC-85 approaches were designed to meet the standards of a freeway with controlled access and limited controlled access where necessary. Several off-ramps were also re-designed to meet current design speeds as well as the freeway functional classification | [] Check if project performed with current firm | |
| b. | (1) TITLE AND LOCATION <i>(City and State)</i> S 39 Bridge Replacement Over Little Fork Creek, Chesterfield County, SC | 2017 | 2021 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Roadway Design Manager/Roadway Engineer of Record. The bridge replacement over Little Fork Creek is located two miles northwest of the Town of Jefferson and consists of replacing the current 75-foot long by 33-foot wide bridge with a new 113-foot long by 43-foot wide structure. The roadway approaching Little Fork Creek was designed to accommodate the current design speed and the latest super elevation rates of the latest design standards. | [] Check if project performed with current firm | |
| c. | (1) TITLE AND LOCATION <i>(City and State)</i> SCDOT I-85 Reconstruction And Widening Design-Build Project, Spartanburg And Cherokee Counties, SC | 2018 | 2022 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Roadway Designer/Roadway Engineer of Record. The project includes the reconstruction and widening of approximately 21 miles of I-85 near Spartanburg and Gaffney, from MM 77 to MM 98. It also includes the reconstruction of four interchanges within the corridor and the replacement of the CSXT Railroad bridge near MM 81.. The roadway design involves the complete redesign and upgrade of the existing facility to current interstate standards. At the time of the award, the project was the second largest design-build project for South Carolina, with a total construction value of \$435,000,000. | [] Check if project performed with current firm | |
| d. | (1) TITLE AND LOCATION <i>(City and State)</i> Bluff Road Widening, Richland County Transportation Penny Program, SC | 2016 | 2018 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Roadway Design Manager/Project Manager/Engineer of Record. Responsible for management of the roadway and drainage design on Phases 1 and 2 of the Bluff Road Widening projects. This \$1.07 billion 20-year program includes the design of multiple roadway projects and bridge replacements and provides numerous improvements for pedestrian sidewalks, bike paths, intersections, and greenways. The overall scope of the project includes widening Bluff Road and installing curb, gutter, and sidewalks. A closed drainage system was designed to avoid numerous utility conflicts as well as a railroad line | [] Check if project performed with current firm | |
| e. | (1) TITLE AND LOCATION <i>(City and State)</i> Emergency Bridge Replacement Package 3: S-101 Over Lake WaTeree, Fairfield County; S-57 Over Barfield Mill Creek, Florence County; SC 34 Over Heller's Creek, Newberry County, SC | 2016 | 2016 |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | [] Check if project performed with current firm | |

Roadway Engineer. This design-build project expedited the replacement of bridges damaged in the severe floods in October 2015. The schedule to design and construct these bridges was extremely tight, yet the team met all schedule milestones. The S-101 Bridge consists of a two-span cored slab superstructure (30'-70') with an asphalt-wearing surface. The superstructure is supported by a substructure comprised of C-I-P Concrete Caps founded on PSC Concrete Piles at the Interior Bent and HP Steel Piles at the End Bents. The S-57 Bridge is on a curved alignment utilizing a single 75-foot simple span with C-I-P Deck and AASHTO Type II PSC Beams. The end bents are of integral construction founded on HP Steel Piles. The third structure along SC Route 34 required a straight bridge with a curved roadway alignment to be utilized. The simple-span superstructure spans 120 feet utilizing BT 54 Modified PSC Beams supporting a C-I-P concrete deck. The end bents are integral and founded on HP Steel Piles. Construction of all three bridges is scheduled to be completed in 2016. Roadway approaches were designed to meet current design speed and roadway functional classification standards as per the latest design guidelines

SECTION E RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

| 12. NAME | | 13. ROLE IN THIS CONTRACT | | 14. YEARS EXPERIENCE | | | | |
|--|--|--|--|--|--------------------------------|--|--|--|
| AUDREY DEAN CHUBB | | LEAD MATERIALS LABORATORY TESTING | | A. TOTAL 33 | B. WITH CURRENT FIRM 33 | | | |
| 15. FIRM NAME AND LOCATION (CITY AND STATE) SOIL CONSULTANTS, INC. CHARLESTON SC | | | | | | | | |
| 16. EDUCATION (DEGREE AND SPECIALIZATION) | | | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) | | | | | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ACI: Aggregate: Base Testing Levels I & II, Concrete: Construction Special Inspector, Field I, Laboratory I & II, Strength Testing; Masonry: Field and Lab Testing; Post-Installed Concrete Anchor Installation; ICC Special Inspector: Soils; NICET: Soils – Level III, Concrete – Level III, Asphalt – Level III; SCLLR Building Codes Council: Special Inspector: Earthwork; SCDOT: Asphalt Roadway Technician, Coarse Aggregate Technician – Level I, Concrete Technician – Levels 1 and 2, Earthwork, Drainage and Base Inspector, HMA Quality Control - Level 1 | | | | | | | | |
| 19. RELEVANT PROJECTS | | | | | | | | |
| a. | (1) TITLE AND LOCATION (City and State) US HIGHWAY 78 PHASES 2A AND 2B INFRASTRUCTURE IMPROVEMENTS, DORCHESTER COUNTY, SC | | | (2) YEAR COMPLETED | | | | |
| | | | | PROFESSIONAL SERVICES | CONSTRUCTION 2019 - Ongoing | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Laboratory Testing Performed index testing including particle size distributions, Atterberg limits and loss on ignition for SCDOT soil classification, particle size distributions for base materials moisture-density (Proctor) relation, and brick testing, and concrete compressive strength. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | | | |
| b. | (1) TITLE AND LOCATION (City and State) CE&I SERVICES FOR THE GLENN MCCONNELL PARKWAY WIDENING, CHARLESTON COUNTY | | | (2) YEAR COMPLETED | | | | |
| | | | | PROFESSIONAL SERVICES | CONSTRUCTION 2022 - Ongoing | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Laboratory Testing Performed index testing including particle size distributions, Atterberg limits and loss on ignition for SCDOT soil classification; particle size distributions for base materials, moisture-density (Proctor) relation, and brick testing. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | | | |
| c. | (1) TITLE AND LOCATION (City and State) US-176 WIDENING PHASE 1, CE&I SERVICES, BERKELEY COUNTY, SC | | | (2) YEAR COMPLETED | | | | |
| | | | | PROFESSIONAL SERVICES | CONSTRUCTION 2022 | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Laboratory Testing Performed index testing including particle size distributions, Atterberg limits and loss on ignition for SCDOT soil classification. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | | | |
| d. | (1) TITLE AND LOCATION (City and State) CE&I SERVICES FOR THE HENRY BROWN BLVD PHASE 2 IMPROVEMENTS, BERKELEY COUNTY, SC | | | (2) YEAR COMPLETED | | | | |
| | | | | PROFESSIONAL SERVICES | CONSTRUCTION 2021 - 2022 | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Laboratory Testing Performed index testing including particle size distributions, Atterberg limits and loss on ignition for SCDOT soil classification; particle size distributions for base materials, moisture-density (Proctor) relation, and concrete compressive strength. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | | | |
| e. | (1) TITLE AND LOCATION (City and State) COSGROVE AVE EXTENSION BRIDGE & NORTH HOBSON AVE ROADWAY IMPROVEMENTS CE&I, NORTH CHARLESTON, SC | | | (2) YEAR COMPLETED | | | | |
| | | | | PROFESSIONAL SERVICES | CONSTRUCTION 2023 | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Laboratory Testing Laboratory Testing: provide laboratory testing to support CE&I services. Testing included brick compressive strength, concrete compressive strength, Proctor, aggregate gradation, and soil classification on borrow materials (SCDOT criteria).. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | | | |

Proposed Kiawah Island Parkway CEI Schedule

If chosen as the consultant, EAS Professionals will perform the tasks outlined in the Scope of Work, detailed in the timeline and methodology below. EAS Professionals prides itself on delivering quality services to clients within their timeframes, with their best interests in mind. Additionally, EAS Professionals believes that communication with the client and subcontractors is of the utmost importance for a successful project. The sub-consultants, Johnson Mirmiran & Thompson (JMT), and Soil Consultants, Inc. share the same values as EAS Professionals, creating an experienced and professional team to deliver the project.

- **February 7, 2024** – Contractors and Consultants submit proposals to perform Construction and CE&I services.
- **February 9, 2024** – Kiawah Issues Notice of Award to both Contractor and CE&I firm, anticipate Notice to Proceed to follow immediately.
- **February 12 – 16, 2024** – Contractor begins submitting Project Documents:
 - Bid Bonds, Certificate of Insurance, Payment Bonds, - EAS will review for completeness and assemble conformed contract.
 - Subcontract Requests – EAS to review for proper scope of work and sign for acceptance, return to contractor.
 - Material Certifications – EAS to review, ensure all items required are submitted, compare to SCDOT Qualified Products, coordinate with contractor on any items not acceptable, stamp as accepted and place in project files.
 - CPM Schedule – *Assumption only a Level 1 Schedule Requirement for this contract. Subconsultant JMT to review logic, resources, provide comments to contractor. However, Level 2 CPM can also be reviewed by JMT.
 - Traffic Control Plan – EAS to review project specific Traffic Control Plan, ensure it meets SCDOT Standard Drawings and Traffic Control Plans. Coordinate corrections, if necessary, sign and accept.
 - Erosion Control Plan – EAS to review project specific contractor's erosion control plan to ensure compliance with plans and SCDHEC standards. Coordinate corrections, if necessary, sign and accept. *Assumption Notice of Intent not required due to working within paved limits of existing roadway – Maintenance exception.
 - EEO, DBE, OJT Submittals – EAS to review for compliance with contract requirements. Request weekly certified payrolls for all hourly construction staff.
 - Mix Designs – Concrete, Asphalt, Borrow Material – EAS to verify mixes are currently approved for SCDOT work, collect sample of borrow material.

-
- **February 19 – 23, 2024 – Prepare for Preconstruction Meeting.**
 - Notify Utility owners, invite them to Pre-Con.
 - Contractor to contact SC811 for locates.
 - EAS to verify locates are performed.
 - Hold Pre-Construction meeting, request field review meeting.
 - **February 26 – March 1, 2024 – Prepare for Construction**
 - Contractor to establish survey controls, begin layout.
 - EAS to verify controls prior to construction.
 - Contractor to mobilize Traffic Control Devices, coordinate storage with EAS and Town of Kiawah
 - Install and cover construction signage.
 - EAS and JMT to coordinate with any utility in conflict, observe potholing, if necessary, ensure contractor is working with utility for relocation.
 - **March 1 – 31, 2024 – Construction**
 - Contractor to uncover signs, install phase 1 Traffic Control Barriers
 - EAS onsite daily to perform inspection, testing, proof rolling, Project Management.
 - EAS to provide weekly construction updates to Town Administrator
 - EAS to document work using online file sharing.
 - We can continue this list to cover everything we are to provide.

2024 Kiawah Island Parkway Left Turn CE&I
Construction Period: March 2024 - 30 days by contract

| EAS Personnel | Hours | Hourly Rate | Price | Notes/ Description |
|--|-----------|-----------------|---------------------|--|
| Senior CE&I Project Manager - Thomas Inabinett | 36 | \$ 175.00 | \$ 6,300.00 | 6 Hrs/week. Pre-Con, Materials Subm, Project Files, Utility tracking |
| Project Manager/ Senior Inspector - Karen Vanhorn | 270 | \$ 110.00 | \$ 29,700.00 | 6 weeks at 45 hours. Onsite during construction, submittals, reporting |
| Survey Verifications - Field | 16 | \$ 120.00 | \$ 1,920.00 | 4 hours per week, 4 weeks |
| Survey Verifications - Office | 22 | \$ 90.00 | \$ 1,980.00 | 16 hours prep work week 1, 2 hours per week thereafter |
| Geotechnical Engineer (PE) | 8 | \$ 135.00 | \$ 1,080.00 | In the event subgrade repairs are needed, Engr direction for Kiawah |
| Lodging - PM/ Senior Inspector (weekly) | 6 | \$ 1,000.00 | \$ 6,000.00 | Quotes averaged \$110 - \$150 / night |
| Per Diem - PM / Senior Inspector (daily) | 45 | \$ 45.00 | \$ 2,025.00 | Meals for Karen |
| Travel/Mileage - Senior PM or Geotechnical (Trip) | 6 | \$ 150.00 | \$ 900.00 | Daily Trip Charge for staff other than Karen |
| Subtotal for Personnel | | | \$ 49,905.00 | |
| Subconsultant Services | Hours | Hourly Rate | | |
| JMT - Utility Coordination - Senior Inspector | 10 | \$ 140.00 | \$ 1,400.00 | |
| JMT - CPM Schedule Review - Project Engineer I | 8 | \$ 185.00 | \$ 1,480.00 | |
| | Units | Unit Price | | |
| SCI - Cylinder Breaks | 20 | \$ 25.00 | \$ 500.00 | |
| SCI - Soils (Proctor, Classification, Organic) | 1 | \$ 500.00 | \$ 500.00 | |
| Subtotal for Subconsultants | | | \$ 3,880.00 | |
| <u>Additional Testing/Services</u> | | | | |
| Nuclear Gauge | 1 | \$ 500.00 | \$ 500.00 | |
| Review of Contractor's As-Builts | 1 | \$1,500.00 | \$ 1,500.00 | |
| Subtotal for Additional Work | | | \$ 2,000.00 | |
| ESTIMATED TOTAL COST | | | \$ 55,785.00 | |
| <u>Optional Services</u> | | | \$ - | |
| ESTIMATED TOTAL COST WITH OPTIONAL SERVICES | | | \$ 55,785.00 | |

DATE: February 2, 2024

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: EAS Professionals, Inc.

BUSINESS ADDRESS: 2154 N Center St, Unit B 205

North Charleston, SC 29406

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined the specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies, and equipment necessary to execute the Services in accordance with the Contract Documents;
4. understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of the Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as the Town requires.

I. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function.

Creighton Thomas Inabinett, PE - Senior CE&I Project Manager - EAS Professionals

Karen Dresch Vanhorn - Project Manager/Senior Inspector - EAS Professionals

Douglas Roy Dunko, PE - Senior Geotechnical Engineer - EAS Professionals

Laura E. Boisclair, EIT- CPM Scheduler - JMT

Kyle Marpe, PE - Assistant Project Manager - JMT

Joseph Montgomery - Utility Coordination - JMT

Donald Ulmer, PE - Utility Coordination - JMT

Audrey Dean Chubb - Lead Materials Laboratory Testing - Soil Consultants

II. REFERENCES / EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. COMPANY NAME: EAS Professionals
 Contract Title: DB SCDOT District 4 CLRB Pkg 2021
 Contract Period: From Sept 2023 To Dec 2023
 Geographic Area Served SCDOT District 4 - Union and Chester
 Scope of Work: Quality Control Inspections and testing for bridge replacements
 Contracting Office: Reeves Construction Company
 Contact Name: Benjamin Bishop
 Title: Project Manager
 Address: 2409 E Cherokee St
 City: Blacksburg State: South Carolina
 Telephone: 864-936-3081 (office), 864-580-9263 (cell)
 Email: bbishop@reevescc.com

REFERENCES / EXPERIENCE (Continued):

2. COMPANY NAME: EAS Professionals
Contract Title: East and West Container Yard Expansion - Inland Port Greer
Contract Period: From November 2023 To Present
Geographic Area Served Greer, SC
Scope of Work: Quality Control Inspections and testing for concrete paving, earthworks, storm drainage, site lighting, reinforced concrete, fencing
Contracting Office: Kiewit Infrastructure South Co
Contact Name: Anthony Galantini
Title: Project Manager
Address: 100 International Commerce Blvd
City: Greer State: South Carolina
Telephone: (240) 856-3416
Email: anthony.galantini@kiewit.com
3. COMPANY NAME: EAS Professionals (Creighton Thomas Inabinett)
Contract Title: Owner Verification Program - Phase 2
Contract Period: From September 2021 To August 2023
Geographic Area Served SCDOT District 1, I-20 at US 176
Scope of Work: Owner Verification: Ensure QA team performs proper inspection and testing, weekly meetings with designers and utilities. Manage OV inspection team.
Contracting Office: SCDOT - Carolina Crossroads Construction Office
Contact Name: Chris Lacy, PE
Title: SCDOT Design MANager
Address: 317 Zilmacrest Drive
City: Columbia State: South Carolina
Telephone: 803-737-1419
Email: lacycr@scdot.org

REFERENCES / EXPERIENCE (Continued):

4. COMPANY NAME: Johnson, Mirmiran & Thompson, Inc (JMT)
Contract Title: Low Battery Rehabilitation - Phase III Construction Management Services
Contract Period: From 7/25/2022 To January 2024
Geographic Area Served Charleston, SC
Scope of Work: Construction management services, addressing sea level rise and nuisance flooding
Contracting Office: City of Charleston
Contact Name: Frank Newham
Title: Senior Engineering Project Manager
Address: 2 George Street
City: Charleston State: SC
Telephone: 843-724-3713
Email: newhamj@charleston-sc.gov
5. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

III. COST:

In compliance with the Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor, except as otherwise provided noted, for Construction Services for road improvements along Kiawah Island Parkway at Beachwalker drive for the following cost:

| |
|---|
| <i>All-inclusive Project Cost</i> |
| <div data-bbox="466 732 812 795" data-label="Text"> <p>\$ 55,785.00</p> </div> |

NAME OF COMPANY: EAS Professionals, Inc.

By: 
Signature

Douglas R. Dunko, PE
Print Name

Title: Co-Owner (i.e., Owner, Partner, Corporate Officer, etc.)

Address: 2154 N Center St, Unit B 205

City: North Charleston State: SC Zip: 29406

Telephone Number: 843-933-3012 Business Fax Number: 864-234-7369

Is your firm a X Corporation, Sole Proprietorship, or Partnership?

If incorporated, please list state of incorporation: South Carolina

FEIN or SSN: 56-2421878

BUSINESS LICENSE:

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

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

___ Yes ☒ No If yes, list the number _____

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

INSURANCE:

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

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

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

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

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

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

INDEMNIFICATION

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

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

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ___ Yes X No

If so, are you certified? ___ Yes ___ No

If you are certified, you must furnish a copy of your certificate with your submittal.

NON-COLLUSION OATH

COUNTY OF: Spartanburg
STATE OF: South Carolina

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared Douglas Dunko and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS 5 DAY OF Feb., 2024

Douglas Dunko CEO
Authorized Signature for Offeror

Please print Offeror's name and address:

Douglas Dunko CEO
9 Pilgrim Rd
Greenville, SC 29607

Allison Perry
NOTARY PUBLIC FOR THE STATE OF South Carolina
My Commission Expires: 04-12-2026
Print Name: Allison Perry





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Chandler Insurance 129 Woodruff Place Circle Suite B Simpsonville SC 29681 | CONTACT NAME: Tammy Bryant CISR PHONE (A/C, No, Ext): (864) 232-1591 E-MAIL ADDRESS: tbryant@chandlerinsurance.com FAX (A/C, No): (864) 606-0606 | | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------------------------|--|--------|------------|-------------------------|-------|------------|--------------------------------|-------|------------|------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| INSURED EAS PROFESSIONALS INC PO BOX 25561 GREENVILLE SC 29616 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Union Insurance Company</td><td>25844</td></tr><tr><td>INSURER B:</td><td>Accident Fund Ins Co of Ameica</td><td>10166</td></tr><tr><td>INSURER C:</td><td>United Specialty Ins Company</td><td>12537</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Union Insurance Company | 25844 | INSURER B: | Accident Fund Ins Co of Ameica | 10166 | INSURER C: | United Specialty Ins Company | 12537 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Union Insurance Company | 25844 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Accident Fund Ins Co of Ameica | 10166 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | United Specialty Ins Company | 12537 | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 23/24 all lines**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | CPA4482992-43 | 11/01/2023 | 11/01/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | CPA4482992-43 | 11/01/2023 | 11/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000 | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | CPA4482992-43 | 11/01/2023 | 11/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | Y | WCP100099494 | 11/01/2023 | 11/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Errors & Omissions Professional Contractor Pollution | | | USS2333569 | 02/13/2023 | 02/13/2024 | Per Occurance Agg 2,000,000 Per Occurance Agg 2,000,000 Deductible 35,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured for the General Liability, Auto and Umbrella including ongoing and completed operations as required by written contract. A waiver of Subrogation in favor of the certificate holder for policies listed above per written contract. Insurance listed is primary & non-contributory. Notice of cancellation as required but SC Law.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| University of South Carolina 1600 Hampton St Ste 606 Columbia SC 29202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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Tab 21

TOWN COUNCIL

Agenda Item

2024

Public Safety Committee

*Members are appointed by the Mayor and Town Council and serve for one-year terms.
Terms expire January 31st.*

Craig Harris, Chairman

Public Safety Director
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
(843) 768-9166
charris@kiawahisland.org

Mark Ruppel

Kiawah Island Community Association
23 Beachwalker Drive
Kiawah Island, SC 29455
(843) 768-9194
mark.ruppel@kica.us

Yvonne Johnstone

Kiawah Island Golf Resort
Kiawah Island, SC 29455
(864) 480-2509
yvonne_johnstone@kiawahresort.com

Nancy Robison

Edens – Freshfields Villages
165 Village Green Ln, Suite 200
Kiawah Island, SC 29455
(843) 206-0023
nrobison@edens.com

Bill Thomae

112 Governors Drive
Kiawah Island, SC 29455
(843) 576-4083
william.thomae@yahoo.com

***Steve Rolando**

Kiawah Island Golf Resort
718 Glossy Ibis Lane
Kiawah Island, SC 29455
(914) 494-9438
stevero0002@gmail.com

***Stanley Hines**

154 Augusta National Court
Kiawah Island, SC 29455
(843) 725-8447
sasines@comcasr.net

***New Members to Be Appointed**



TOWN OF KIAWAH ISLAND

APPLICATION FOR APPOINTMENT

Please note that members of Town of Kiawah Island boards and commissions must be residents or property owners of Kiawah Island.

PLEASE TYPE OR PRINT CLEARLY.

APPOINTMENT SOUGHT: (Select the Board, Commission, or Committee you are applying for. Check all that apply.)

Planning Commission
Construction Board of Appeals
Arts Council

Board of Zoning Appeals
Public Safety Committee
Audit Committee

Environmental Committee
State Accommodations Tax Committee

NAME:

ADDRESS:

CURRENT EMPLOYMENT INFORMATION:

OCCUPATION:

EMPLOYER:

BUSINESS ADDRESS:

PHONE NUMBERS: (H)

(W)

E-MAIL ADDRESS:

CIRCLE ANSWER:

Are you a full-time Kiawah Resident?

YES NO

Is there any way that you or a member of your family would stand to benefit financially by your service on this board or commission?

YES NO

Have you ever been employed or had any involvement with this board or commission that would be reflected either positively or negatively in your service?

YES NO

Have you ever been convicted of a crime involving moral turpitude?

YES NO

IF YOU ANSWERED "YES" TO ONE OR MORE OF THE ABOVE QUESTIONS, PLEASE EXPLAIN BELOW.

PLEASE ANSWER THE QUESTIONS ON THE FOLLOWING PAGE IN ORDER TO GIVE THE MEMBERS OF TOWN COUNCIL MORE INFORMATION REGARDING YOUR INTEREST IN SERVING ON THIS BOARD OR COMMISSION. YOU ARE ENCOURAGED TO ATTEND THE COUNCIL MEETING WHEN THIS APPLICATION IS CONSIDERED AND WILL BE NOTIFIED OF THE DATE AND TIME OF THAT MEETING IN ADVANCE.

**Town of Kiawah Island
APPLICATION FOR APPOINTMENT**

PAGE 2

PLEASE TYPE OR PRINT CLEARLY. YOU MAY USE ADDITIONAL PAPER OR PROVIDE ADDITIONAL INFORMATION IF DESIRED. ALL INFORMATION YOU PROVIDE WITH THIS APPLICATION WILL BE GIVEN TO THE MEMBERS OF TOWN COUNCIL FOR CONSIDERATION.

1. What experience/training/qualifications do you have for this particular board or commission?

2. What specific contributions do you hope to make to this board or commission?

3. Briefly describe your community service background or your involvement in community groups or activities.

4. What community topics concern you that relate to this board?

5. Why do you want to become a member of this board or commission?

6. Are you currently a member, or have you previously served on a Town of Kiawah Island, Kiawah Island Community Association, or Charleston County board or commission? If so, which one(s), and when did you serve?

DO YOU UNDERSTAND THAT, UNLESS OTHERWISE PROVIDED BY LAW, YOU SERVE AT THE PLEASURE OF COUNTY COUNCIL AND ALL APPOINTMENTS ARE SUBJECT TO THE ETHICS, GOVERNMENT ACCOUNTABILITY, AND CAMPAIGN REFORM ACT, S.C. CODE ANN. SECTION 8-13-10 ET SEQ, AND ANY MEMBER APPOINTED TO A BOARD OR COMMISSION WHOSE ACTION IS INCONSISTENT OR MAY BE PERCEIVED TO BE INCONSISTENT WITH THE SPIRIT OR INTENT OF THE ACT MAY BE SUBJECT TO REMOVAL?

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU MAY BE SUBJECT TO A BACKGROUND INVESTIGATION, INCLUDING, BUT NOT LIMITED TO A CRIMINAL HISTORY, DRIVING RECORD, AND CREDIT CHECK.

DATE: _____ SIGNATURE: S. Rolando

STEPHEN ROLANDO

Kiawah Island, SC 29455

914.494.9438
stever0002@gmail.com

CURRENT ENDEAVOURS

Giving back to the Community. Volunteering for various organizations. Participating in making sound decisions that will have a positive impact.

PROFESSIONAL EXPERIENCE:

KIAWAH ISLAND GOLF RESORT
SECURITY

2015 - PRESENT

IBM, Armonk, NY
Information Technology Executive - Retired

1977 - 2015

Proven leader with experience in Business Transformation and Information Technology. Expert at leading diverse technical teams focused on strategy, asset portfolio management. Significant experience managing multi-million dollar initiatives. Extensive knowledge of Business Transformation, Information Technology, Human Resources, Learning / Talent processes and systems.

New York State Park Police

1971-1977

Police Officer and Special Detail to the US Vice President and Bureau of Criminal Investigation

VOLUNTEER EXPERIENCE:

Saint Johns Fire District Commissioner, Kiawah Is., Johns Is., Seabrook Is., and Wadmalaw, SC

Kiawah Island Community Association Enforcement and Safety Task Force

Member of Kiawah Island CERT

Kiawah Island Turtle Patrol

Volunteer Firefighter, Somers, New York

Somers Education Foundation President, Somers, New York

AYSO Soccer Coach and Treasurer, Somers, New York

KEY SKILLS:

LEADERSHIP/MANAGEMENT, STRATEGY, CONSULTING, PROJECT MANAGEMENT, INFORMATION TECHNOLOGY, HUMAN RESOURCES SYSTEMS, APPLICATION DEVELOPMENT, DEPLOYMENT AND LIFE CYCLE MAINTENANCE, INSTRUCTIONAL TECHNOLOGY, LEARNING AND TALENT SYSTEMS, SKILLS DEVELOPMENT, CAREER DEVELOPMENT, TALENT IDENTIFICATION AND SUCCESSION PLANNING, AUDIO AND VIDEO TECHNOLOGY DESIGN AND IMPLEMENTATION, ADMINISTRATION MANAGEMENT, LAW ENFORCEMENT, FIRE FIGHTING, AND SECURITY.

PLEASE TYPE OR PRINT CLEARLY.

APPOINTMENT SOUGHT: (Select the Board, Commission, or Committee you are applying for. Check all that apply.)

- | | | |
|--|---|---|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Board of Zoning Appeals | <input type="checkbox"/> Environmental Committee |
| <input type="checkbox"/> Construction Board of Appeals | <input checked="" type="checkbox"/> Public Safety Committee | <input type="checkbox"/> State Accommodations Tax Committee |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Audit Committee | |

NAME: Stanley Alan Sines

ADDRESS: 154 Augusta National Court
Kiawah Island, SC 29455

CURRENT EMPLOYMENT INFORMATION:

OCCUPATION: Retired

EMPLOYER:

BUSINESS ADDRESS:

PHONE NUMBERS: (H) 843-725-8447

(W)

E-MAIL ADDRESS:

sasines@comcast.net

CIRCLE ANSWER:

Are you a full-time Kiawah Resident?

☒ YES ☐ NO

Is there any way that you or a member of your family would stand to benefit financially by your service on this board or commission?

☐ YES ☒ NO

Have you ever been employed or had any involvement with this board or commission that would be reflected either positively or negatively in your service?

☐ YES ☒ NO

Have you ever been convicted of a crime involving moral turpitude?

☐ YES ☒ NO

IF YOU ANSWERED "YES" TO ONE OR MORE OF THE ABOVE QUESTIONS, PLEASE EXPLAIN BELOW.

PLEASE ANSWER THE QUESTIONS ON THE FOLLOWING PAGE IN ORDER TO GIVE THE MEMBERS OF TOWN COUNCIL MORE INFORMATION REGARDING YOUR INTEREST IN SERVING ON THIS BOARD OR COMMISSION. YOU ARE ENCOURAGED TO ATTEND THE COUNCIL MEETING WHEN THIS APPLICATION IS CONSIDERED AND WILL BE NOTIFIED OF THE DATE AND TIME OF THAT MEETING IN ADVANCE.

**Town of Kiawah Island
APPLICATION FOR APPOINTMENT**

PAGE 2

1. What experience/training/qualifications do you have for this particular board or commission?

See attachment.

2. What specific contributions do you hope to make to this board or commission?

Being a full time resident I am interested in giving back using my life experiences and training. My experiences as a firefighter/EMT and police officer would allow me to have a meaningful contribution to the safety and security of Kiawah Island.

3. Briefly describe your community service background or your involvement in community groups or activities.

See attachment

4. What community topics concern you that relate to this board?

The physical security of the island and matters such as traffic enforcement not only for automobiles but also bicyclists and pedestrians.

5. Why do you want to become a member of this board or commission?

I feel I have an excellent background to make positive contributions to the Public Safety Committee. Being a full time resident I am affected by all that happens on Kiawah Island. I believe that safety and security is the most important role of the town.

6. Are you currently a member, or have you previously served on a Town of Kiawah Island, Kiawah Island Community Association, or Charleston County board or commission? If so, which one(s), and when did you serve?

No

DO YOU UNDERSTAND THAT, UNLESS OTHERWISE PROVIDED BY LAW, YOU SERVE AT THE PLEASURE OF COUNTY COUNCIL AND ALL APPOINTMENTS ARE SUBJECT TO THE ETHICS, GOVERNMENT ACCOUNTABILITY, AND CAMPAIGN REFORM ACT, S.C. CODE ANN. SECTION 8-13-10 ET SEQ, AND ANY MEMBER APPOINTED TO A BOARD OR COMMISSION WHOSE ACTION IS INCONSISTENT OR MAY BE PERCEIVED TO BE INCONSISTENT WITH THE SPIRIT OR INTENT OF THE ACT MAY BE SUBJECT TO REMOVAL?

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU MAY BE SUBJECT TO A BACKGROUND INVESTIGATION, INCLUDING, BUT NOT LIMITED TO A CRIMINAL HISTORY, DRIVING RECORD, AND CREDIT CHECK.

DATE: August 15, 2023

SIGNATURE: Stanley Alan Sines Digitally signed by Stanley Alan Sines
Date: 2023.08.15 19:28:09 -04'00'

Item 1

I was a volunteer firefighter and EMT with the Beltsville Volunteer Fire Department in Prince Georges County, Maryland beginning October of 1973. I held this position for more than ten years and I had to resign my position due to the demands of my law enforcement career and a growing family.

I was appointed to the Metropolitan Police Department of Washington, DC October 15, 1973 as a police cadet and served in many positions including traffic enforcement, 911 communications and various administrative positions throughout the Department. I was sworn in as a regular officer on March 30, 1975 and was assigned to Field Operations as a patrolman. On March 30, 1983 I was promoted to the rank of sergeant and served as a patrol supervisor. In October of 1988 I was given command of the Communications Division's Maintenance Branch. I retired from the police department on June 12, 2004. During my tenure with the police department I earned a degree in Electronics Engineering Technology.

After my retirement I began a second career as a consulting engineer for public safety radio systems, telecommunications and 911 centers. I retired completely in 2016.

Item 3:

I have been an Amateur Radio Operator or Ham, since 1970. One of my many interests in Amateur Radio was public service and emergency communications. I participated frequently in community activities and provided communications assistance for many activities such as races, community fairs, and other public gatherings. I have also provided emergency communications for entities such as the American Red Cross and local and county government.

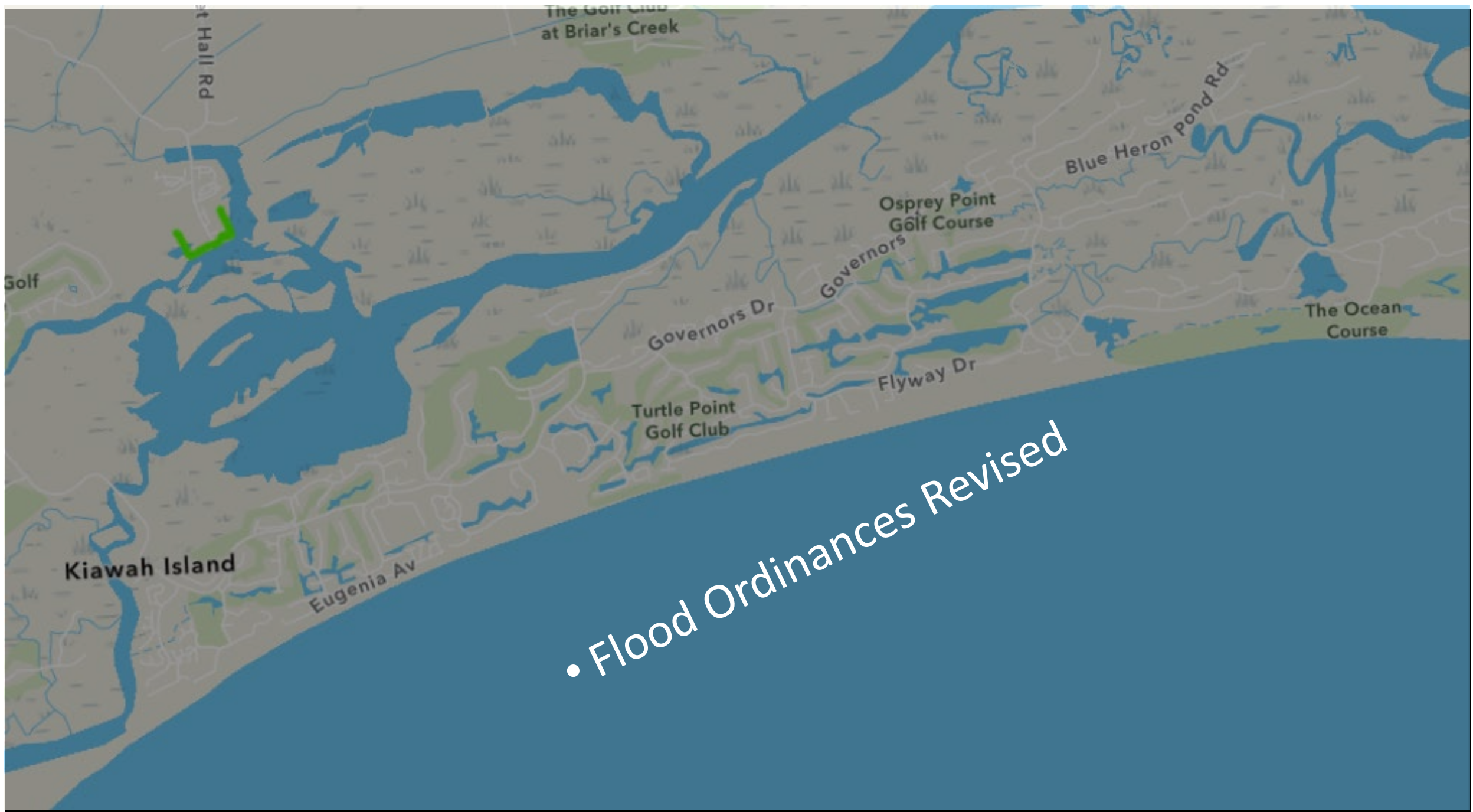
I am currently a volunteer with the Charleston Area Therapeutic Riding (CATR) center on Johns Island. I work mostly with children with disabilities/special needs but also provide support in such areas as facilities maintenance, upkeep of the grounds, horse care and fund raising events. I occasionally write short articles for the CATR newsletter. I am currently working on an article regarding the Brick House Plantation and the Stanyarne family cemetery located on the grounds of CATR.



Tab 22

TOWN COUNCIL

Agenda Item



- Flood Ordinances Revised

Flood Ordinance Summary of Changes

1. Remove the flood ordinance from Article 14 General Regulations and create Article 12 Flood Damage Prevention. Create a standalone Flood Ord. making it easier to find the flood ord.
2. Correct all the grammatical errors and typos.
3. Add definitions for Shaded X and X zones, which never existed until adopting the new FIRM.
4. Section 12-166 increases the freeboard to 3 feet; this includes non-residential structures. All building materials within the freeboard area must be class 4 or 5 material.
5. Section 12-170 Electric vehicle charging stations are prohibited below the design flood elevation.
6. Section 12-170 (2) All pool equipment must be strapped to prevent floodwater damage.
7. Section 12-171 new subparagraph (d) no water closets, sinks, or bathing units shall be installed below the design flood elevation or in areas below new or existing homes in an X-Zone or Shaded X-Zone. Exception: outdoor showers that drain to grade.
8. Section 12-173 renamed V-Zones and Coastal A Zones (LIMWA)
9. Section 12-173 (1)(b) horizontal members located no lower than 3 feet above base flood elevation.

Flood Ordinance Summary of Changes

10. Section 12-173 (h) Walls enclosing storage spaces shall be designed to break away.
11. Section 12-173 (q) Non-conversion agreement language added.
12. Section 12-174 Renamed AE Flood Zone
 - a. Section 12-174 V-zone language removed
13. Section 12-174(4) requires elevator shafts to have a minimum of two engineered hydrostatic openings installed.
14. Section 12-177 subparagraph added for X and shaded X flood zone requirements.
15. Section 12-177 (1) if no BFE is specified on the FIRM, the lowest habitable floor shall be elevated to a minimum of four feet.
16. Section 12-177 (2) and (2)(a) same applies to substantial improvements.
17. Section 12-177 (c) New or existing homes in a shaded X or X zone shall not have any habitable rooms below the defined elevation of Section 12-177.
18. Section 12-178 All new and replacement windows and doors shall be impact-rated in accordance with ASTM E1996 and ASTM E1886.



Key Takeaways that Apply to CRS Credit



Increasing Freeboard to 3 Feet Pros/Cons

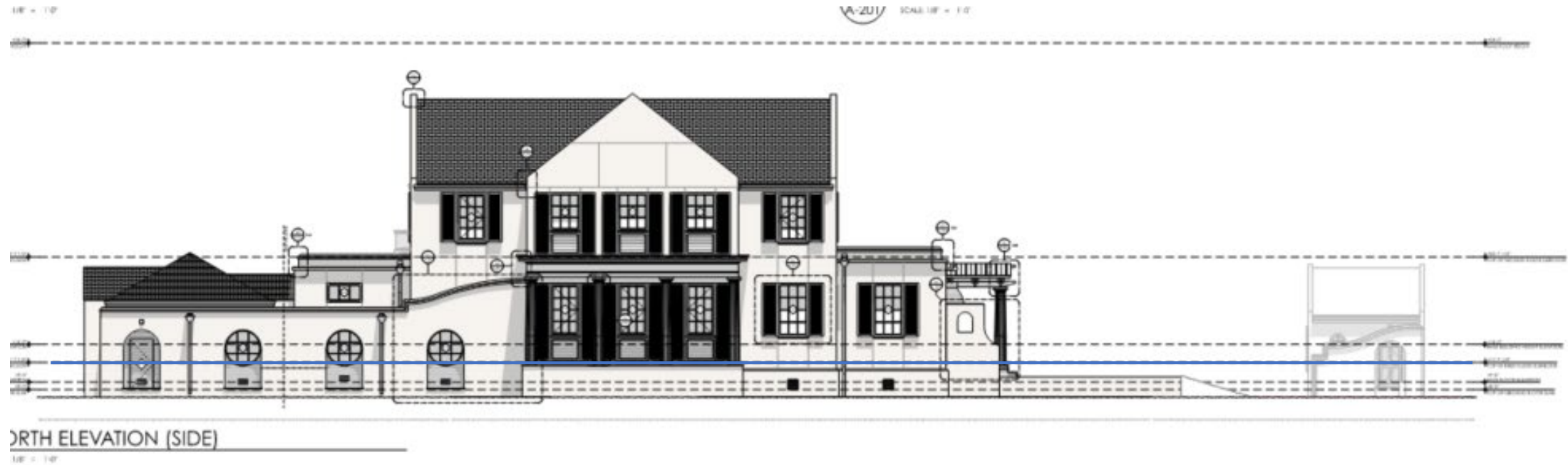
PRO

- ✓ Protect the home from flooding during storm events
- ✓ Aids in receiving a reduction in overall CRS rating

Con

- For homes deemed to be a substantial improvement that does not meet the current freeboard requirement, they would have to be elevated.

Comparison



Comparison



Address: 3 Surfsong

Contractor: Harper Construction

Town of Kiawah Island

Substantial Improvement Determination

| TMS Number | Permit Number: | Date: |
|------------|----------------|-----------|
| 2641400003 | BLD-20-073 | 2/21/2020 |

| | |
|--|------------|
| 1. County assessment | 518,078.91 |
| 2. Independent appraisal | N/A |
| 3. 1/2 of County assessment or independent appraisal | 259,039.46 |
| 4. Contract price | 105,282.50 |
| 5. Cumulative cost determination based on 5 year period: | |
| Total of all TOKI permits for the past five years | 254,275.00 |
| Substantial improvement determination: | |
| 6. 1/2 of appraised value | 259,039.46 |
| 7. Contract cost plus [cumulative cost if applicable] | 359,557.50 |
| 8. Amount over 50% of market or appraised value | 100,518.04 |
| 9. Amount under 50% of market or appraised | |

Comments:

Project is a substantial improvement, contractor notified.

Bruce Spicher

Plan reviewer Signature

Address: 3 Surfsong

Contractor: Harper Construction

Town of Kiawah Island

Substantial Improvement Determination

| TMS Number | Permit Number: | Date: |
|------------|----------------|-----------|
| 2641400003 | BLD-20-073 | 2/21/2020 |

| | |
|--|------------|
| 1. County assessment | |
| 2. Independent appraisal | 854,300 |
| 3. 1/2 of County assessment or independent appraisal | 427,150.00 |
| 4. Contract price | 105,282.50 |
| 5. Cumulative cost determination based on 5 year period: | |
| Total of all TOKI permits for the past five years | 254,275.00 |
| Substantial improvement determination: | |
| 6. 1/2 of appraised value | 427,150.00 |
| 7. Contract cost plus [cumulative cost if applicable] | 359,557.50 |
| 8. Amount over 50% of market or appraised value | |
| 9. Amount under 50% of market or appraised | 67,592.50 |

Comments:

Bruce Spicher

Plan reviewer Signature



Tab 23

TOWN COUNCIL

Agenda Item



REQUEST FOR PROPOSALS

FOR PLANNING SERVICES FOR THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA

PROJECT OVERVIEW

**Town of Kiawah Island
Land Use Planning & Zoning Ordinance Review and Update
[FY25]**

PRE-SUBMITTAL INFORMATIONAL MEETING

Date: TBD

Attendees Must Register in Advance via link below:

[Register for Informational Meeting](#)

Credentials to virtual informational meeting will be emailed.

PROPOSAL OPEN DATE

Date: TBD

PROPOSAL SUBMITTAL DEADLINE

Date: TBD

CONTACT PERSON

John Taylor, Jr., Planning Manager
843-768-9166 | jtaylor@kiawahisland.org
Kiawah Island Municipal Center
4475 Betsy Kerrison Parkway Kiawah Island, SC 29455

REQUEST FOR PROPOSAL (RFP) FOR PLANNING SERVICES FOR REVIEW AND UPDATE OF THE TOWN OF KIAWAH ISLAND LAND USE PLANNING AND ZONING ORDINANCE

The selected consultant will conduct a public process with the assistance from Town staff to review and update the Town's Land Use Planning and Zoning Ordinance. It is anticipated that the consultant will work with the planning staff to review and update the Town's Land Use Planning and Zoning Ordinance. The updated zoning ordinance will streamline current zoning standards, processes and review procedures appropriate to Kiawah and compatible to established neighborhoods and developments. The review and update of the zoning code must consider the goals, recommendations and strategies identified within the Town's Comprehensive Plan and other essential planning documents. The updated zoning code will recognize established neighborhoods and permitted land uses while incorporating legally sound, clear, consistent, and forward-thinking standards, definitions and procedures that align with the community's vision and Town's goals. The final work program will be approved by Town staff but the scope should include but not be limited to the following:

- Review of the Town's Comprehensive Plan and Special Plans. The consultant will review various plan goals, objectives, and recommendations to ensure the updated zoning code will be consistent with recent planning documents. This should include but not limited to the Comprehensive Plan, Comprehensive Marsh Management Plan, Designing with Nature, Local Beach Management Plan, Sea Level Rise and Flood Mitigation Report and executed development agreements.
- Zoning Ordinance Review. Review of all zoning, subdivision and stormwater management standards and procedural requirements including executed development agreements. Ensure all approved ordinance amendments are codified. The consultant will work closely with Town staff in producing an outline of modifications to existing regulations. The following sections standards should be prioritized for update:
 - Article II. – Zoning. Division 2. – Zoning Map/Districts
 - Evaluation of Existing Neighborhoods and Districts. Kiawah contains many unique areas that will justify context-sensitive regulations. Staff will work with the consultant to confirm areas included but not limited to Beachwalker Drive, West Beach Village, East Beach Village, Atlantic Beach, Freshfields Village, Night Heron Park, Resort Overlay Districts.
 - Review all zoning district standards for consistency.
 - Section 12-78. Dock Key Locations
 - Refine standards distinguishing floating docks and fixed docks.
 - Modify Table 2N. Town of Kiawah Island Key Locations Floating Docks and Table 2O. Town of Kiawah Island Key Locations Fixed

Docks to ensure authorized docks and shorelines are consistent with permitted docks.

- Article II. – Zoning. Division 3. – Use Regulations
 - Review existing land use regulations including permitted by right, conditional uses and uses requiring special exception.
 - Refine principal uses and use regulations, conditions of use, accessory uses and temporary uses to ensure compatibility with Kiawah’s vision. Include refinement of Freshfields Village uses as the designated commercial village for the community.
 - Refine accessory uses and structures including placement of accessory buildings and dwelling units. Provide recommendation for roof and wall connections regarding accessory structures and dwelling units.
- Article II. – Zoning. Division 4. Supplemental Regulations
 - Section 12-127. Compatibility Buffering Standards
 - Refine Table 4C. Required Bufferyards to reflect explicit development and or use types.
 - Section 12-128. Access, parking and loading requirements.
 - Evaluate parking standard minimums for all uses.
 - Provide recommendations for Kiawah’s unique residential resort community typology of concentrated commercial activity.
 - Section 12.129. Landscaping and Tree Preservation Standards
 - Develop comparable landscaping standards which respond to Kiawah’s vision of balancing the built environment to the natural environment.
- Article II. – Zoning. Division 5. General Procedural Requirements
 - Refine procedural requirements for zoning applications
- Article II. – Zoning. Division 6. Nonconformities and Vested Rights
 - Evaluate and refine regulations to provide appropriate standards for nonconforming structures and uses relative to Kiawah’s history and development patterns.
- Article III. Subdivision Regulations
 - Update the subdivision regulations to meet the evolving needs of residents, property owners, businesses and visitors including:
 - Refine applicability of subdivision review, approval and appeal procedures, coordination requirements and overall development timeline. This includes preliminary, conditional,

and final plat procedures.

- Article IV. – Definitions.
 - Review and update all definitions to ensure consistency between zoning code, municipal code, state law and or local contextual terms applicable to Kiawah Island.
- Article V. – Road Code. Division 4. Stormwater management.
 - Modernize stormwater management standards.
- Coastal Management. Consolidation of salt marsh-related standards and critical area standards to provide a comprehensive approach to all waterfront property standards as recommended by the Town's Comprehensive Marsh Management Plan.
- Incorporate Short Term Rental applicable standards into the zoning code which include but not limited to cap restricted areas.
- Incorporate legally sound, clear, consistent, and streamlined processes, and ensure that interrelated issues are addressed with no inconsistencies or conflict among various sections of the zoning code, municipal code or state statutes.
- Comprehensive review of procedural requirements and processes. Conduct a thorough review of procedural requirements and processes to ensure that they are effective and efficient to include administrative and non-administrative reviews which are also consistent with the Town's policies and regulations of other Town departments as well as local and state agency review processes.
- Public Outreach. The consultant will develop a public outreach strategy designed to engage, inform and receive input from community stakeholders, as well as conducting regular meetings, workshops, and interaction throughout the process.
- Drafting the Document. The consultant will prepare drafts of the updated zoning ordinance, including tables and graphics, for review by staff and the Planning Commission, culminating in a final version to be presented to and considered by Town Council.
- Integration of the updated code into user-friendly formats. The consultant will work with Town staff as well as its information technology vendors to make the new code accessible and interactive with the public, as part of the existing online version of the code.
- Launch and Training. The consultant shall provide resources to assist Town staff with the implementation of the new code through a 'start-up' period not to exceed 180 days.

INTRODUCTION:

The intent of this REQUEST FOR PROPOSAL, hereinafter referred to as RFP, is to obtain a qualified (licensed) person, firm, or corporation, hereinafter referred to as CONSULTANT, for the preparation of review and update of the Town of Kiawah Island's Land Use Planning and Zoning Ordinance. The Town of Kiawah Island is looking to evaluate its zoning code to parallel with the long-term established vision for the future of Kiawah Island. The Comprehensive Plan plays a critical role in establishing and implementing the vision for the future of Kiawah Island.

Some of the factors that are important for consideration of this Land Use Planning and Zoning Ordinance update include the Town's zoning district standards, key dock location, accessory structures, land use regulations, compatibility buffers, parking standards, tree preservation, landscape standards, signage and zoning review procedures. The process will include a thorough community engagement process that will involve the Planning Commission, key stakeholders, and members of the public.

The Land Use Planning and Zoning Ordinance update will establish a framework of highly actionable items, amendments and recommendations intended to safeguard the quality of life for Kiawah Island. The CONSULTANT(S) will be responsible for preparing an outline for the contract for professional services related to this project for review and approval by the Town of Kiawah Island. To be eligible for consideration, the CONSULTANT(S) must be capable of supplying the services as noted herein and must also meet all other criteria outlined in this proposal.

BACKGROUND INFORMATION:

Kiawah Island is a residential master planned community that encompasses a world class resort. The right balance of concentrated high density residential and resort land uses to low density residential land use is a priority for Kiawah. This is focused through lenses of designing with nature. The Town of Kiawah is a party to an executed development agreement to which there are limited areas of remaining developable tracts of land within the Town limits. The Town of Kiawah also recognizes Freshfields Village, its commercial retail village, sitting at the intersection of Kiawah Island, Seabrook Island and Johns Island (Unincorporated Charleston County) serving the community retail, and services needs. Kiawah has a rich variety of maritime habitats and scenic natural resources that include over 10 miles of beach, a broad salt marsh with tidal creeks, freshwater wetlands, and extensive maritime forest and shrub thickets. As a result of environmentally sensitive planning, Kiawah Island has been recognized nationally for its creative balance between natural and developed areas. The ordinance update should focus on resilient planning standards.

Kiawah is made up of a diverse group of owners, including full-time residents, second homeowners, and property investors. These groups have varied viewpoints and interests that reflect their experience on Kiawah. However, all share a common goal in ensuring the

long-term health of the housing market and that Kiawah remains a market leader among master-planned residential resort communities.

Kiawah Island is unique in that all roads and infrastructure within the Island's front gate are privately owned. While the Town is not responsible for their maintenance and replacement, it is responsible for the safety and welfare of its citizens in driving these roads and impact of other infrastructure. The Town is responsible, however, for the maintenance and replacement of the two roads outside the front security gate (Kiawah Island Parkway and Beachwalker Drive).

PROPOSAL SUBMITTAL DEADLINE:

All proposals must be delivered prior to 3:00 PM EST on Monday, XXXX, XX, 2024. Proposals must be submitted in a sealed envelope plainly marked "REQUEST FOR PROPOSAL – Land Use Planning And Zoning Ordinance Update for the Town of Kiawah Island," addressed to Petra Reynolds, Town Clerk. Proposals can be mailed, or hand delivered to the Town of Kiawah Island, 4475 Betsy Kerrison Pkwy., Kiawah Island, SC 29455. The proposals shall consist of two (2) printed versions and one (1) electronic version on a USB Drive.

PRE-SUBMITTAL INFORMATIONAL MEETING:

An in-person and virtual option consultant informational meeting will be held on **Day, XX, 2024 at 10:00 a.m.** at Town of Kiawah Island – Municipal Center (Council Chambers) to answer questions about the project expectations and scope. Attendees should register in advance to attend the meeting. Additional documentation will be available online. Register in advance for this meeting using the link below:

[Informational Meeting Registration Link](#)

LATE AND ELECTRONIC PROPOSALS:

Late proposals will not be accepted under any circumstances, and any proposal so received shall be returned to the proposing CONSULTANT(S) unopened. In addition, proposals sent electronically are not acceptable and will be rejected upon receipt. Each proposing CONSULTANT will be expected to allow adequate time for delivery of proposal. Sole responsibility rests with the proposing CONSULTANT(S) to see that their proposal is received on time.

CONDITIONS OF PROPOSAL SUBMITTAL:

All proposing CONSULTANT(S) shall comply with all conditions, requirements, and specifications contained herein; any departure will constitute sufficient cause for rejection of the proposal.

A duly authorized official of the proposing CONSULTANT submitting the proposal must sign the proposal.

Only one proposal will be accepted from any firm.

All price quotes must be firm for a period of ninety (90) days following the proposal due date.

The Town of Kiawah reserves the right to reject any and all proposals or any part(s) thereof; to waive any formalities or informalities contained in any proposal; and to award the proposal to the most responsive and responsible proposing CONSULTANT(S) as deemed in the best interest of the Town of Kiawah Island.

The Town of Kiawah Island will not return proposals or other information supplied to them by any proposing firm.

PROPOSAL SELECTION/EVALUATION FACTORS:

The Town of Kiawah Island's established review committee will evaluate all proposals and make a recommendation to the Planning Manager who will present the recommendation to the Town of Kiawah Island Ways and Means Committee. The Ways and Means Committee decision is in the form of a recommendation to the Town Council for final approval.

The CONSULTANT(S) selected for the award will be chosen on the basis of the apparent greatest benefit to the Town of Kiawah Island, and not necessarily on the basis of the lowest price. Following notification of the successful CONSULTANT, it is expected that a contract will be executed between the parties dependent upon and subject to the availability of specific funding for these professional services.

Proposals shall be evaluated by the review committee on the basis of the following criteria:

- ☐ Relevant Experience of Firm (25 pts)
- ☐ Relevant Experience and Accessibility of Project Team (25 pts)
- ☐ Understanding of the Issues and Community Needs (35 pts)
- ☐ Public Process & Timeline (10 pts)
- ☐ Clarity of Presentation / Proposal (5 pts)

The outlined criteria specifically include responsiveness to the needs of the Town of Kiawah Island, both in cost of services and in scope of the services offered; responsibility of the proposing CONSULTANT, and its experience in dealing with municipal governments, specifically on projects of similar scope and nature; the degree to which the proposal meets or exceeds the terms of the RFP; and the proposed fee structure shall be based on the services to be provided.

All CONSULTANT(S) who submit a proposal may be requested to meet with the Town to

review their proposal prior to being recommended and or formally selected.

PROPOSAL ELEMENTS AND FORMAT:

Proposals submitted shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the proposal to the Town of Kiawah Island. Proposals shall include the following:

A cover letter shall be provided stating the name, physical and email address and telephone number of the CONSULTANT(S)'s contact person and must bear the signature of the person having the authority to issue the proposal for the CONSULTANT(S) and bind the firm in a formal contract with the Town of Kiawah Island.

A project response that defines the methods and means by which the proposing CONSULTANT(S) will perform the services outlined in the RFP.

A project schedule that indicates the dates at which each task is expected to be complete, deliverables are to be available for review, critical milestones will be met, community engagement activities are to take place and more as seen necessary by the CONSULTANT(S)

Evidence that the CONSULTANT(S) has worked on similar projects.

A statement of qualifications which will include a list of those individuals who will be working on the project either as employees/principals or as employees of a subcontractor who will work on the project under the supervision of the CONSULTANT(S).

A list of references for which services have been provided by the proposing CONSULTANT(S) for municipal governmental agencies for projects of this or similar type. Include contact names, addresses, and telephone numbers.

A project budget which details the cost for completing the scope of work. The CONSULTANT(S) should submit a budget describing categorical costs necessary to complete the proposal and indicate the approximate percentage of available funding estimated to be required for each task. This should include material costs and a not to exceed figure as well as all other costs that may be incurred for the delivery of services requested. Respondents should be prepared to provide a detailed budget in a timely fashion should they be selected.

Any other information deemed necessary by the proposing CONSULTANT(S) that you feel will assist the review committee in the evaluation of your proposal.

Please provide two (2) printed copies and one (1) electronic (USB Drive) of the proposal.

Submittal of a proposal shall be taken as prima facie evidence that the CONSULTANT(S) has full knowledge of the scope, nature, quality, and quantity of work to be performed, and the detailed requirements and conditions under which the work is to be performed.

PROJECT DELIVERABLES:

The CONSULTANT(S) will develop a scope of work for the Land Use and Zoning Ordinance review and update, identifying strengths, weaknesses, and areas for improvement. The final scope shall be approved by the Town. Assess the ordinance's compatibility with state and federal laws, as well as its alignment with the long-term vision of the community.

The CONSULTANT(S) should define deliverables in terms of the stages at which deliverables will be provided as well as the type of deliverables to be expected. The CONSULTANT(S), if selected for the project, will be responsible for development or production of all materials needed for meetings and presentations, unless otherwise determined in coordination with the Town's Planning Manager, including graphics, images, tables, documents and more.

As a final product, the CONSULTANT(S) shall, at minimum, provide:

- ❑ A single, bound, full-color, hard copy document
- ❑ A high-resolution, print-ready, fully bookmarked digital version of the final product, including any appendices, maps, or other attachments in PDF format
- ❑ A lower resolution version of the same document suitable for placement on the Town's website or other resources
- ❑ All original files in editable format, including graphics and GIS files (to include but limited to .docx, .ppt, .shp, .gdb, and .mxd files)

PROPOSAL EXPECTATIONS:

Involving and engaging the community's residents, property owners, and key stakeholders is a critical component to the success of the update. The engagement process will educate the public and stakeholders on the purpose and importance of the zoning ordinance and will give participants a chance to meaningfully engage at stages throughout the review and update. The Town expects the CONSULTANT(S) to:

Engage in meaningful and relevant dialogue – The community should feel that the dialogue has been meaningful and relevant to Kiawah Island's quality of life.

The perspectives and participation of a broad range of community members, neighborhood types and stakeholders should be equitably represented in the process and resulting documents.

Provide clear understanding of Kiawah's development history and land use patterns and its evolution connection to executed development agreements.

Consider creative outreach and engagement opportunities as focused work sessions, pop up events, interactive online tools, community workshops, project website, and social media.

Clearly review and define zoning standards which establish an responsible hierarchy of

residential densities and commercial resort activity ensuring compatibility of all land uses.

Provide recommendations for updated zoning standards and regulations considering the existing standards, existing land use patterns and future land use patterns.

GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING FIRM:

The successful proposing CONSULTANT(S), and its employees, will operate as an independent contractor and will not be considered employees of the Town of Kiawah Island.

INQUIRIES AND CORRECTIONS:

All inquiries relating to this request shall be addressed to:

John Taylor, Jr., Planning Manager
Town of Kiawah Island
4475 Betsy Kerrison Pkwy.
Kiawah Island, SC 29455
(843) 768-9979
jtaylor@kiawahisland.org

ADDITIONAL EXHIBITS

A – Comprehensive Plans

B – Land Use Planning and Zoning Ordinance

C – Planning & Zoning Resources (Maps, Process Flow Charts, Boards & Commissions)

D – Executed Development Agreements

E – Designing with Nature (Kiawah Island Architectural Review Board Standards & Guidelines)

F – Comprehensive Marsh Management Plan

G – Annexation Policy Plan and Procedures Manual

RIGHT TO REFUSE PROPOSALS

The Town of Kiawah Island reserves the right, without prejudice, to reject any and all proposals or any part(s) of any proposal.

OFFEROR'S CHECKLIST

NOTE: These items are the criteria on which your proposal will be evaluated.

Please make sure that the following items are included with your submittal:

- ☐ Submittal Form **(Required)**
- ☐ Non-Collusion Oath **(Required)**
- ☐ Documentation of Insurance Coverage **(Required)**
- ☐ Copy of Business License (If applicable)
- ☐ Minority/Women Owned Business Certification (Preferred but not required)

NOTE: IN ADDITION TO THE ABOVE, THE FOLLOWING ITEMS MUST ALSO BE INCLUDED OR ADDRESSED IN YOUR SUBMITTAL:

- ☐ Organization Information **(Required)**
- ☐ Personnel List (i.e. names of persons to be used in this engagement) **(Required)**
- ☐ References **(Required)**
- ☐ All Inclusive Cost **(Required)**

You do not have to submit the Offeror's Checklist. This list is included for your convenience. However, all required information must be provided. Failure to submit the required items may deem your submittal to be non-responsive.

DATE: _____, 2024

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function.

II. REFERENCES / EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

REFERENCES / EXPERIENCE (Continued):

2. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____
3. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

REFERENCES / EXPERIENCE (Continued):

4. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____
5. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

III. COST:

In compliance with Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor, except as otherwise provided noted, for the Comprehensive Plan Update for the following cost:

| <i>All-inclusive Project Cost</i> |
|--|
| \$ |

NAME OF COMPANY: _____

By: _____
Signature
Print Name

Title: _____ (i.e., Owner, Partner, Corporate Officer, etc.)

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Business Fax Number: _____

Is your firm a _____ Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

FEIN or SSN: _____

BUSINESS LICENSE:

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

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

___ Yes ___ No If yes, list the number _____

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

INSURANCE:

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

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

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

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

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

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

INDEMNIFICATION

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

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

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ☐ Yes ☐ No

If so, are you certified? ☐ Yes ☐ No

If you are certified, you must furnish a copy of your certificate with your submittal.

NON-COLLUSION OATH

COUNTY OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2023

Authorized Signature for Offeror

Please print Offeror's name and address:

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

Print Name: _____