



TOWN OF *Kiawah Island*

Mayor

Craig E. Weaver

Council Members

Jack Koach

Diana L. Mezzanotte

Chris Widuch

John R. Wilson

Town Administrator

Stephanie Monroe Tillerson

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TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

July 3, 2018; 2:00 PM

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Approval of Minutes:
 - A. Minutes of the Town Council Meeting of June 5, 2018 [Tab 1]
- IV. Mayor's Update:
- V. Citizens' Comments (Agenda Items Only)
- VI. Consent:
 - A. To Consider for Approval of the All South Consulting Engineers Contract Amendment Request for Debris Monitoring [Tab 2]
 - B. To Consider Approval of the Approval of the Citizenserve Business Licenses and Permitting Software Proposal [Tab 3]
- VII. Old Business:
 - None
- VIII. New Business:
 - A. Ordinance 2018-09 - To Amend Article 14 - General Regulations, Chapter 1 - Flood Damage Prevention, Division 3 – Provisions for Flood Hazard Reduction, Section 14-173 - Special Standards - First Reading [Tab 4]
 - B. To receive Approval to allow the Town Administrator to give extra remuneration to deserving Town employees for FY19, not to exceed a total of \$5,000 collectively.
- IX. Other Business:
 - None
- X. Town Administrator's Report:
- XI. Council Member:
 - a. Committee Updates
 - b. General Comments
- XII. Citizens' Comments:
- XIII. Executive Session:
- XIV. Adjournment:

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

June 5, 2018; 2:00 PM

MINUTES

I. **Call to Order:** Mayor Weaver called the meeting to order at 2:00 pm.

II. **Pledge of Allegiance**

Present at the meeting: Craig Weaver, Mayor
John R. Wilson
Diana Mezzanotte
Jack Koach
Chris Widuch

Also Present: Stephanie Monroe Tillerson, Town Administrator
Dorota Szubert, Town Treasurer
Dwayne Green, Town Attorney
Petra Reynolds, Town Clerk

III. **Approval of Minutes:**

A. Minutes of the Town Council Meeting of May 1, 2018

Mr. Widuch made a motion to approve the minutes of the May 1, 2018, Town Council Meeting. The motion was seconded by Mrs. Mezzanotte and the minutes were unanimously approved as amended.

IV. **Mayor's Update:**

Mayor Weaver reported the Town, along with Seabrook, hosted a "Meet the Candidates" event for the two Republican primary candidates, Joe Qualey and Jenny Costa Honeycutt. The candidates will be representing District 9 and voting on issues affecting Kiawah and Seabrook, as well as James Island, Folly Beach, and parts of West Ashley and Johns Island. Mayor Weaver stated that he and Mayor Ciancio asked each candidate a series of questions on behalf of their residents and the answers differentiated the candidates in both their styles and views. He stated the voting would be held at the Municipal Center and encouraged voters to participate.

Mayor Weavers gave an update on the DHEC Office of Coastal Resource Management (OCRM) proposed changes to the 40-year baseline and setback line. He noted the public comment period changes from November 2017 to April and is currently at July 15 with an adoption date sometime in September. Following the Beach report from Coastal Science and Engineering, a letter was submitted to OCRM stating the Town's position that FEMA's proposed lines are in error not properly reflecting where the primary dunes are error and recommended to return to the current existing 2009 40-year baseline and setback line.

Mayor Weaver indicated that several property owners have independently asked OCRM to extend the line more seaward but clarified that in sending formal a recommendation to OCRM, the Town was not trying to prejudice the views of any separate entity that is privately submitting an appeal.

Mayor Weaver reported that the former Town Treasurer that was indicted on federal charges of wire fraud has changed his plea to guilty and will be entering the sentencing phase. He noted there had not

been any information on any plea of the former Town Administrator. He noted that the Town Attorney attended the hearing and would make additional comments later in the meeting.

V. Citizens' Comments (Agenda Items Only)

None

VI. Presentation:

A. Charleston Area Convention and Visitor's Bureau

Mrs. Mezzanotte explained that the Charleston Area Convention and Visitor's Bureau (CACVB) is a not-for-profit destination marketing organization that helps Kiawah with its travel and tourism strategies and are supported by a portion of the Town's State Accommodations Taxes along with Visitor's Bureau in the lobby of the Municipal Center. She introduced the staff in attendance at the meeting as Ms. Lori Smith, Vice President of Operations, Mr. Chris Campbell, Director of Communications and Strategic Planning, Ms. Suzanne Wallace, Director of Education and Training and Ms. Angie Day, Assistant Director of Sales, and Mr. Walter McCants, Director of Visitor Services.

Ms. Smith gave a PowerPoint presentation which included, the mission and overview of Explore Charleston organization. Ms. Smith reviewed a breakdown of the revenues which come from local (accommodations tax), state (destination-specific grant) and private funding (various programs). She reviewed the state accommodations tax charges and a breakdown of the funding process. The division by nine municipalities showed Kiawah providing seven percent of their total revenue.

Ms. Smith reviewed expenses showing eighty-seven percent go to marketing, group sales media, and public relations. She indicated that marketing increases awareness and an estimated \$17.1 million is spent on sales and marketing initiatives. She emphasized the platforms of print, broadcast, billboard & digital/online advertising, and event support, highlighting examples of a major focus on group sales, and high-end leisure and travel.

Ms. Smith reviewed a few of the future opportunities which included evolving into a destination, marketing, and management organization, having a role in bringing solutions to issues with workforce development, transportation, and infrastructure along with managing issues with short-term rentals.

In further discussion, Mayor Weaver asked if visitors are coming to Kiawah for the beach, golf, resort amenities or the environment. Ms. Smith stated that the Kiawah Island community is different from other islands communities, is a "Crown Jewel" and attracts a different high-end traveler looking for an island escape environment and exclusivity.

VII. Consent:

- A. To Consider Approval of the Island Beach Services, Beach Patrol Contract Amendment**
- B. To Consider Approval of the Hydro Enterprises Proposal for the Parkway Bridge Embankment Stabilization Project**
- C. To Consider Approval to Engage the Firm of Tobias and West, LLC to provide Structural Engineering Consultant Services**
- D. To Consider Approval of the Summit Cleaning Services Contract Amendment**
- E. Ordinance 2018-07 - To Amend Article 9 – Building and Building Codes, Chapter 4 – Permits, Licenses and Fees, Division 1 – Permits – **Second Reading****

Mayor Weaver made a motion to approve consent items A through E if there was no request to remove any of the items to be voted on separately. The motion was unanimously approved.

VIII. Old Business:

A. Ordinance 2018-08 - To Adopt the Fiscal Year 2018-2019 Budget for The Town of Kiawah Island, SC (7/1/18 Through 6/30/19) – Public Hearing and Second Reading

Mayor Weaver opened the public hearing for Ordinance 2018-08 to adopt the fiscal year 2018-2049 Budget.

With no public comment, Mr. Widuch made a motion to close the Public Hearing. The motion was seconded by Mr. Wilson and was unanimously approved.

Mr. Wilson made a motion to approve Ordinance 2018-08 - to adopt the Fiscal Year 2018-2019 budget. The motion was seconded by Mrs. Mezzanotte.

Ms. Tillerson stated there was one slight change to the budget from the first reading. The Ways and Means Committee recommended, and Council approved, the consideration to amend the Island Beach Services (IBS) contract for an additional \$1,800 month or \$21,600.00 annually to cover the lease at 32 Sorel Road for a permanent home for their equipment storage, parking, and needed beach access. One of the minority owners of IBS is working with the owner of the property to purchase the property, and the approved stipulation was that the Town would not start paying the additional cost until they close on the lease and would have to be resubmitted for approval in February of 2019.

Following the discussion, the motion to approve the Fiscal Year 2018-2019 Budget was unanimously approved.

IX. New Business:

None

X. Other Business:

None

XI. Town Administrator's Report:

Mr. Lameo on three Public Works Committee projects the Town is currently working on. The first was the Parkway bridge project. Phase one included some minor repair work identified in a routine, bi-annual inspection, and has been completed. Phase two is the erosion stabilization project adjacent to the bridge caused by the recent hurricanes. The project is under contract, but is not yet underway.

The second project, resurfacing of the Kiawah Island Parkway, is underway with an engineering company examining the roadway and drainage from the roundabout to Beachwalker Drive. The report should be completed in the next couple of weeks.

The third project, still in discussion phase, would put in a right turn lane at Beachwalker Drive to relieve some of the traffic congestion at the entrance to the County Park.

Ms. Tillerson reported that staff performance reviews are underway and will be reflected in a merit increase, typically applied annually on July 1st. An aggregated 4% increase has been budgeted allowing for a 2-6% individual merit increase based on performance.

Ms. Tillerson stated the Town engaged the Mercer Group to review the competitiveness of the current employee salaries was completed this year. The review resulted in Council approving the re-grading of several employees and concluded that most employees are being compensated at a level below the midpoint of their salary ranges. The study also recommended a lump-sum increase to the four employees currently paid below their minimum salary range.

Ms. Tillerson stated she was working with the Mayor and Town Attorney on her request for a small pot of money of \$3,000.00 to \$4000.00, approved by Council, to provide small one-time, cash rewards to recognize any outstanding achievement by an employee. She is confident that additional costs should be able to come out of the current, approved budget, and additional funds will not be needed.

Mr. Green confirmed the filing of a lawsuit against Webster Rogers, the former auditors for the Town, for not notifying the town of fraudulent activity that was going on between 2011-2015. The lawsuit has been filed in the Court of Common Pleas and served on the attorney for Webster Rogers. Doug McMillan is the attorney handling that case on behalf of the former auditors' insurance carrier.

Mr. Green updated Council on the proceedings in a plea hearing in Federal District Court against former Town Treasurer on May 27th. Judge Michael Duffy went through a litany of items in the indictment, all of which Mr. Gunnells admitted to, including a scheme between him and the former Town Administrator to defraud the Town. Mr. Gunnells plead guilty to the single count of conspiracy to commit wire fraud. The former Town Administrator, Ms. Rucker, had not yet entered a plea. Mr. Green stated the likely outcome would include a probationary period along with payment of restitution.

Mr. Green gave an update on the commendation of 122 Turnberry Court stating that the conditional appraisal had been completed and are awaiting access to the interior to obtain the fair market value of the property and structure. To this point, the property owners, living in Ohio, nor the lien holder, a former Seabrook resident, have not responded to legal service. Mr. Green stated he is comfortable that all parties have been served in the manner they needed to be and the condemnation process is going through the statutory steps and is moving forward as quickly as possible making sure not to open the Town to any liability. He gave an estimate of late summer, early fall, for completion of the Summary Judgement process.

XII. Council Member:

- a. Committee Updates
- b. General Comments

Mrs. Mezzanotte stated she had no report regarding the Arts Council, whose season starts again in July. The Sea Level Rise Committee is focused on is reviewing a draft of the written report and hope to finalize the report by early September.

Mr. Wilson reported there is a Council of Governments meeting next Monday and a Charleston Area Transportation Study (CHATS) meeting a week from Monday. He noted that the current governor has expressed support of the completion of I-526 which is significant because he will have the ability to appoint members on the Infrastructure Bank.

Mr. Wilson reported at the last meeting of the Johns Island Task Force concern was raised on the City of Charleston Planning Commission approval of the development of 200 homes in the vicinity of the John's Island Executive Airport. He indicated that along with the additional traffic it could restrict the operations or eventually closing the airport. Mr. Wilson stated the Mayor sent a letter to the Chairman of the aviation board expressing concern because the airport is an important gateway to Kiawah for conferences along with the PGA and could be a way to alleviate congestion at the Charleston Airport in the future.

Mr. Wilson stated the preliminary report on the Parkway indicates that the structure of the Parkway is in good shape. If the report comes back that the project only requires only resurfacing, it would be great cost savings to the Town. He noted that the Sea level Rise report would be taken into consideration during the re-engineering phase of the project.

Mr. Wilson stated on the Beachwalker Drive Improvement project; the Mayor is in discussion with the Partners on the land that may be required to put in a turn lane into the County Park along with developing an RFP for the engineering and design of the project.

Mr. Widuch reminded everyone that Disaster Awareness Day would be held next Wednesday, June 14th from 2:00 pm to 4:00 pm in Council Chambers of the Municipal Center.

Mr. Koach notified Council of a vacancy on the Board of Zoning Appeals. There are currently no candidates for the position. The Board meets approximately six to eight times a year, is not time consuming, requires only brief training, and no prior experience.

Mayor Weaver added that the Johns Island Growth Management Committee has scheduled a second meeting for June 26th, at the Berkeley Electric office on Maybank Highway. He indicated that it has been six weeks between meetings and is looking forward to updates.

Mr. Wilson added that at the *Meet the Candidate* event, Ms. Costa-Honeycutt expressed her support for the completion of I-526 while Councilman Qualey was against the completion.

XIII. Citizens' Comments:

Wendy Kulick – 38 Marsh Edge Lane

Mrs. Kulick commended Council for listening to last month's concerns, though not in its purview, in regard to the Fire District's promise for use of land, at no-cost, to house the temporary trailer while their station was being replaced. Since the land was no longer available, she asked if Council was aware of any update.

XIV. Executive Session:

None

XV. Adjournment:

Mr. Wilson motioned to adjourn the meeting at 4:30 pm. The motion was seconded by Mr. Mezzanotte and carried unanimously.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

Craig E. Weaver, Mayor

Date



Request for Town Council Action

TO: Mayor and Council Members

FROM: Rusty Lameo, Public Works

SUBJECT: Emergency Debris Monitoring Services

DATE: 07/03/2018

BACKGROUND:

In July 6th, 2016 as a requirement of FEMA, the Town of Kiawah Island entered into a contract with All South Consulting Engineers, LLC. Their purpose was to monitor all storm related debris being collected by the Town's contractors and assist with completion of all required FEMA forms. To date the Town has not required the services of All South Engineering.

ANALYSIS:

Upon notification of the ending date for their present contract, All South Consulting LLC. Opted to enter into a new contract based upon the same context except for an increase in their price scheduling as listed-on Appendix A of their new contract.

ACTION REQUESTED:

The staff is requesting Town Council approve the Ways and Means Committee recommendation for the new contract based upon a two (2) year contract with two (2) additional one (1) year renewals on a as need basis.

BUDGET & FINANCIAL DATA:

Because this agreement is for work on an as need basis there is no up-front cost. Compensation will be based upon the price structure as listed in Appendix A once the company is engaged in storm monitoring by the Town of Kiawah Island.

**CONTRACT FOR MONITORING OF DISASTER GENERATED DEBRIS
REMOVAL, MANAGEMENT AND TECHNICAL ASSISTANCE
FOR
The Town of Kiawah Island**

A G R E E M E N T

THIS AGREEMENT, made and entered into on this _____ day of _____, 2018, by and between All South Consulting Engineers, LLC, hereinafter called the "Contractor" and the Town of Kiawah Island, South Carolina, hereinafter called the "Owner":

W I T N E S S E T H :

COMMENCEMENT.

The Contractor shall commence the work following award of this Contract by the Town of Kiawah Island "Owner" and execution of this Agreement. The contract shall be for a two (2) year period with options for two (2) additional one (1) year renewals under all of the same terms and conditions contained in this Agreement for work on an as need basis. The Owner shall give the Contractor written notice of the Owner's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

STATEMENT OF WORK.

The Contractor shall provide FEMA Acceptable Monitoring of Disaster Generated Debris, Management and Technical Assistance in accordance with the terms and conditions of the Town of Kiawah Island's Debris Removal Monitoring Services RFP and the Contractor's proposal incorporated herein and made an integral part of this Agreement by reference.

Work assignments shall be made by issuing a Notice to Proceed.

COMPENSATION.

The Owner shall pay the Contractor for the performance of this Agreement upon completion of each work assignment as accepted and approved by the Owner. Compensation for each work assignment shall be in accordance with the Appendix "A" daily / hourly rate schedule. Payments shall be made to the Contractor upon proper invoice when requested as work progresses, but not more frequently than twice per month.

ADDITIONAL ITEMS/SERVICES.

Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the Owner and Contractor.

NOTICES.

All notices from the Owner to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Responsible person- name and title: Stephen C. Bourg, Senior Vice President
Company name: All South Consulting Engineers, LLC
Address 652 Papworth Ave. Metairie, LA 70005
Phone 504-322-2783
Fax 504-322-2787
Website www.ascellc.com
Responsible person's email address: sbourg@ascellc.com

All Notices from the Contractor to the Owner shall be deemed duly served if mailed, faxed or emailed to the Owner to:

Town of Kiawah Island
21 Beach Walker Drive
Kiawah Island, SC 29455
Attention: Rusty Lameo
Telephone: 843-768-9166
Email: rlameo@kiawahisland.org

The Contractor and the Owner may change the above mailing addresses, fax numbers or email addresses at any time upon giving the other party written notification. All notices under this Service Agreement must be in writing.

SAFETY.

All contractors and subcontractors performing service for Owner are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Parish Safety and Occupational Health Standard and any other applicable rules and regulations. Also all contractors and subcontractors shall be responsible for the safety of their employees. Contractor has established and maintains programs and procedures for the safety of

its employees. Contractor specifically disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's employees.

PERSONNEL SUBSTITUTION.

Consultants, firm specialists and other professional personnel assigned to the Owner project as mentioned in Contractor's proposal can only be changed with the express prior written permission of the Owner who retains final approval of proposed replacement personnel. The Owner reserves the right to renegotiate the contract should key personnel leave the Contractor's employment.

Other personnel, such as secretarial and/or administrative support personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience as approved by the Owner.

SUBCONTRACTORS.

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Owner for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

NO IMPROPER USE.

The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, Owner facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, Parish or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the Owner or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the Owner shall have the right to suspend the contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the Owner within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the Owner.

SECURITY.

Contractor's personnel will comply with all security regulations in effect at the Owner's premises, and externally for materials and property belonging to the Owner or to the project. Where special security precautions are warranted (e.g., correctional facilities), the Owner shall provide such

procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the Owner any known breach of security.

CONFLICT OF INTEREST.

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

PERMITS, LICENSES, TAXES.

All permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the Owner shall be processed internally by the Owner. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

TAXES.

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

INSURANCE.

Contractor will be required to provide the Owner with Certificates of adequate insurance indicating coverage per the OWNER INSURANCE REQUIREMENTS.

1. GENERAL REQUIREMENTS

Each of the insurance policies maintained by Contractor for work/services performed under this agreement must be endorsed as follows, in addition to any other requirements:

- A. To provide to Owner thirty (30) days written notice of cancellation, reduction of coverage or material change.
- B. For liabilities and indemnities assumed by Contractor under this agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name Owner as additional insured.
- C. For liabilities and indemnities assumed by Owner under this agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against Owner and their insurers.
- D. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) Owner shall not be responsible or liable for any deductibles, self insured retentions and/or premiums of Contractor's insurance.
- E. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to the Owner if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
- F. Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Any deductibles or self-insured retentions must be declared and approved by Owner. Prior to entering into this agreement, and at the option of the Owner either, the Owner shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Owner, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
- H. Insurance is to be placed with insurers with an A. M. Best's Rating or no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

2. MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

- A. Workers' Compensation, as required by statute, and Employee's Liability Insurance, \$1,000,000 limits, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. Owner shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.
- B. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.
- C. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:
- Premises and Operations coverage;
 - Contractual Liability covering liabilities assumed under this Agreement;
 - Products and Completed Operations Coverage;
 - Action Over/Indemnity Buyback/
 - Underground resources liability endorsement (when applicable);
 - Broad form property damage;
 - Pollution liability coverage.
- D. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability is \$1,000,000 combined single limit to include passenger liability. If owned aircraft are utilized, then a waiver of subrogation in favor of the Owner should also be provided for Hull Damage to the craft. Company will be restricted from flying over populated area.
- E. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand alone policy or under Contractor's Commercial General Liability or Excess/Umbrella Liability Coverage.
- F. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of Owner.
- G. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with Owner.
- H. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

CONTRACT MODIFICATIONS.

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

ASSIGNMENT.

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Owner. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

NO PARTNERSHIP.

Nothing herein contained shall create or be construed as creating a partnership between the Owner and the Contractor or to constitute the Contractor as an agent of the Owner.

OWNERSHIP.

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Owner, and shall, upon request, be returned by Contractor to the Owner, at Contractor's expense, at termination or expiration of this contract.

RIGHT TO AUDIT.

The State Legislative auditor, federal auditors and internal auditors or others so designated by the Owner, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

USE OF AGENCY'S FACILITIES.

Any property of the Owner furnished to the Contractor shall, unless otherwise provided herein, or approved by the Owner, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the Owner which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the

failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the Owner in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the Owner, the Contractor shall notify the Owner thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the Owner all property of the Owner prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER.

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES.

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in the scope of work.

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Owner from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Owner.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The Owner may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INDEMNIFICATION.

To the maximum extent permitted by Louisiana law, the Contractor or Consultant shall indemnify and hold harmless Owner, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or Consultant or anyone employed or utilized by the Contractor or Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the Owner.

GOVERNING LAW.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Seventeenth Judicial District Court, Parish of Lafourche, State of Louisiana.

SEVERABILITY.

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

CONTRACT CONTROVERSIES.

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

FISCAL FUNDING.

It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Owner.

COMMENCEMENT OF WORK.

No work shall be performed by Contractor and the Owner shall not be bound until such time as a Contract is fully executed between the Owner and the Contractor and all required approvals are obtained.

ORDER OF PRECEDENCE.

The Owner's Request for Proposals and the Contractor's Proposal submitted June 22, 2016 are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless

otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

COMPLETE CONTRACT.

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

TERMINATION.

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the Owner as per this Agreement, the Owner may terminate said agreement immediately for cause; further the Owner may terminate this Agreement for convenience with a seven (7) day written notice. The Owner shall be sole judge of non-performance.

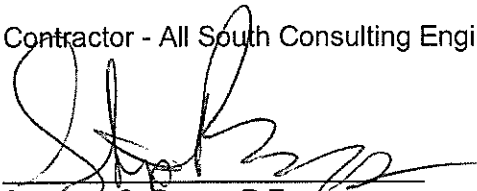
IN WITNESS WHEREOF, the Contractor and the Owner, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

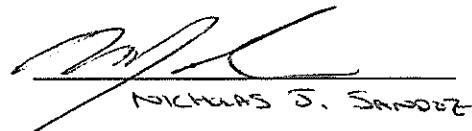
Owner - The Town of Kiawah Island

Witness

Contractor - All South Consulting Engineers LLC

Witness


Stephen C. Bourg, P.E.
Senior Vice-President
5/24/18


NICHOLAS S. SANDOZ
05/24/2018

Appendix A – Price Schedule

5/24/2018		
Position	Regular Day Rate*	Overtime Rate Per Hour
Grant Manager/Senior Engineer	\$200.00 x 8 hours = \$1,600.00 (Assume 8-hour day)	\$ 230.00
Debris Manager	\$150.00 x 8 hours = \$1,200.00 (Assume 8-hour day)	\$ 187.50
Senior Grant Specialist	\$175.00 x 8 hours = \$1,400.00 (Assume 8-hour day)	\$ 201.25
Asbestos Monitor	\$75.00 x 8 hours = \$600.00 (Assume 8-hour day)	\$ 93.75
Crew Leader (Supervisor)	\$75.00 x 8 hours = \$600.00 (Assume 8-hour day)	\$ 93.75
Debris Monitor	\$55.00 x 8 hours = \$440.00 (Assume 8-hour day)	\$ 68.75
Clerical/Administrative	\$55.00 x 8 hours = \$440.00 (Assume 8-hour day)	\$ 68.75

*Assume 8-hour day; Any hours worked in excess of 8 hours, the overtime rate per hour applies



Memorandum

TO: Mayor and Town Council Members

FROM: Dorota Szubert, Town Treasurer

SUBJECT: Citizenserve Software

DATE: 7/3/2018

Background and Overview:

Currently, the Town is using EnerGov, a suite of Tyler Technologies, to process business licenses, building permits and perform plan reviews for its customers on the Island. The current contract with Tyler Technologies for 5 years subscription of EnerGov system expires in June 2019.

The functionality of EnerGov is a major obstacle in continuous improvement of the Town's services provided to our customers. It is a very robust and user-unfriendly system for both public and staff.

Purchase of the CitizenServe software would allow the Town to move toward a One-Stop Center for all development and building applications shared with KICA and ARB, with the assumption the privacy concerns can be overcome.

Action Requested:

Staff is requesting recommendation to Town Council for the approval to enter into an agreement with Online Solutions, LLC. (CitizenServe).

Budget and Financial:

The estimated cost of the setup, implementation and training is not to exceed \$25,000 and annual subscription is \$16,500 and have been included in FY2019 budget.

IMPLEMENTATION TIMELINE

Our project approach involves the following setups oftentimes by department or function:

1. **Project Kickoff:** The first portion of the project is the project kick off meeting which will include the key client team and the Citizenserve engagement manager. Key components of the project will be discussed including roles, responsibilities, timeline, objectives. The Citizenserve engagement manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes things like copies of permit applications, fee structures, notices and forms, etc.
2. **Completion of the Setup Checklist:** The client team will work to gather all documentation and information included in the setup checklist
3. **Initial setup:** The Citizenserve engagement manager will work from the information on the setup checklist to configure the system, typically the initial setup 50% of the entire setup.
4. **System Walkthroughs:** Once the initial setup is complete a weekly meeting will be scheduled with the client team and the engagement manager. During the walkthrough meetings the team will review each area of the system and make a list of changes or additions. The walkthroughs are an iterative process that allows the client to clarify or improve upon existing processes and configure Citizenserve to support those processes.
5. **Data Migration:** Once the setup is nearly complete the Citizenserve team will begin creating programs to migrate and import the client data. The client will have the opportunity to review the migrated data; changes will be made to the migration script as needed. The data migration import can be modified and run as many times as needed to ensure accuracy of imported data.
6. **Training:** One to two weeks before go live, staff members will be trained via web conferencing in small groups. Each training session will focus on that groups core job responsibilities. Most users attend 1 or 2 ninety minute training sessions, additional one-on-one training sessions can be scheduled for users who would benefit from additional training. Our cost proposal also includes 5 days of on-site training.
7. **Go Live:** Final data is typically provided on a Friday afternoon. Over the weekend all test data is removed from the system and the data is imported. The weekly walkthrough meetings typically continue for 2-4 weeks after go live to identify any issues or changes that could be beneficial.
8. **Ongoing Support:** Users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within 4 hours, urgent requests

receive a response within an hour. Our support staff is available to help you utilize existing and new features as well as modifying your setup for process changes as needed.

Risk Management

There is a reason most IT initiatives fail, especially in government. The County's staff needs to come up with requirements and plan for a budget. The requirements determine a scope for the work the vendor is to perform. Once the scope is complete the vendor needs to move on to the next project and the County is stuck with whatever was delivered for the budget. The vendor typically provides support within the scope to fix bugs or issues under a maintenance agreement. During a project understanding of the requirements often change, sometimes County staff changes and the perception of scope or requirements change. Technology can also change and oftentimes there are good ideas that will help improve processes and service to citizens. What if these ideas weren't developed or understood and stated in the scope and requirements?

With Citizenserve the hardware and software implementation is already complete. It literally takes minutes to setup your installation, create departments and users. We can jump right into setting up permit and license applications, fees, workflows, system outputs, etc. Because we cut out most of the doldrums of the traditional software model being an internet based software and service we can offer unlimited support for our customers. This means there really isn't a scope and new requirements are included in the subscription. This is one of the reasons Citizenserve has never had a failed implementation.

Critical success factors during implementation include:

- 1) Getting us the information we need at the beginning of the setup.
- 2) Making sure key stakeholders and key users are attending setup meeting and walkthroughs.
- 3) There is always some resistance to change and disagreements among staff members. Strong executive sponsorship is necessary to lead the troops to the finish line.

Issue Management

We keep an issue log with who is responsible for items that come up and what the plan is for resolution. If there is a problem issue we will need the executive leadership to make the call.

Quality Assurance

We focus on getting the initial setup in front of key stakeholders quickly to insure the setup is going in the right direction. We also do frequent walkthroughs with the key users during the project. It is important for these meetings to occur once or twice a week during setup. Setup is iterative process until the key stakeholders and key users are ready to go live. Regular meetings and engaging key personnel are important aspects of the quality of the initial setup.

EXAMPLE PROJECT PLAN		
Phase/Task	Responsible Parties	Duration
Planning Define/Document all processes Identify all forms, notices, standard letters Identify all information required for setup Identify workflow routes Identify and refine gaps in current processes/policies Define user accounts and security rights Define integration requirements and gather data sources	Citizenserve Engagement Manager, Client Team	8 week
System Setup and Configuration Document integration specifications Define data migration specifications Setup basic installation Setup forms, notices letters Setup user accounts and rights System setup / configuration Create data migration programs Create integration programs	Citizenserve Engagement Manager and Engineer	8 weeks
System Readiness Review system setup configuration Refine configuration as needed	Citizenserve Engagement Manager, Client Team	4 weeks
Training Online training for basic users Online training for system administrators	All	4 weeks
Implementation Go live Supplemental online training as needed System monitoring and adjusting as needed	All	
Total Implementation Duration		24 weeks



Order Form

Account Name: Kiawah Island, SC

Contact Information:

Dorota Szubert
Town Treasurer
Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Email: dszubert@kiawahisland.org
Phone: 843.768.5104

Billing Information:

Dorota Szubert
Town Treasurer
Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Email: dszubert@kiawahisland.org
Phone: 843.768.5104

Contact Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 07/15/2018
Service Term Ends: 07/14/2019

Components to be Implemented:

Building Permits
Planning and Zoning
Licensing
Citizen Access Pages

Fees:

11 User Subscriptions	\$1,500 per named user per year	\$16,500.00
Setup, Training and Implementation	\$600 per named user	\$6,600.00
Additional Services	Data Migration (EnerGov - Tyler Technologies, Excell)	\$12,000.00
	System Integration (not requested)	\$0.00
	Payment processors listed in Appendix A	\$0.00
	Batch load of parcel data and ongoing updates	\$0.00
	Batch load of GIS data layers and ongoing updates	\$0.00
Total 1st Year Fees		\$35,100.00
Each Additional Year Fees		\$16,500.00

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

Authorized Signature

Authorized Signature

Print or Type Name of Signatory

Print or Type Name of Signatory

Execution Date

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Address:
Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455



citizenserve e-government software
www.citizenserve.com
1.800.325.9818
All rights reserved. Confidential.



Order Form

Appendix A – CitizenServe existing payment processors

Authorize.net
CyberSource
ETS
Invoice Cloud
HP Convenience Pay Services
PayPal
Xpress Bill Pay
CiviTek
UniPay
Payment Service Network, Inc (PSN)
Forte
Chase Paymentech
BillerIQ Transactis
OpenEdge
Convergsys

Integration with Payment processor not on this list will incur a onetime charge of \$5,000

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Town of Kiawah Island, South Carolina ("Customer") with its principal place of business at 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455 is made effective as of 07/15/2018 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service in consideration of the fees and terms described in the CitizenServe Order Form.

The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. SERVICE LEVELS:

CitizenServe will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received by CitizenServe as specified in the CitizenServe Order Form.

Upon any termination, CitizenServe will discontinue Services under this agreement; CitizenServe will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

5. NO THIRD PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this agreement.

6. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

CitizenServe may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.

8. MISCELLANEOUS PROVISIONS:

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

CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:

Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: **"Customer"**

Online Solutions, LLC

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



REQUEST FOR TOWN COUNCIL ACTION

TO: Mayor and Town Council
FROM: Bruce D. Spicher
SUBJECT: Amend Section 14-173 (h) Special Standards
DATE: July 3, 2018

BACKGROUND:

NFIP and FEMA standards for **breakaway walls** is to ensure breakaway walls collapse with either abnormally high tides or wave action associated with storm events. The design loading recommended is 10psf-20psf. NFIP and FEMA regulations also require that in the case of CMU walls that rebar reinforcement is not to be used, therefore providing a means of collapse under the specified loading defined.

ANALYSIS:

Amend the ambiguous language that currently exists in Section 14-173 (h) to provide more profound guidance of the requirements governing breakaway wall design.

Breakaway walls shall be allowed below the base flood elevation to enclose the perimeter footprint of the structure and to provide no more than 300 square feet of storage, ~~and 800 square feet of garage area; provided they are not part of the structural support of the building and are designed so as to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are to be used. Specifications for breakaway walls should be determined in consultation with local engineers and architects and based on local conditions. Standard practice is to use a loading of 20 pounds per square foot (psf) as wind load on a vertical panel facing directly into the wind. This load would correspond to a wind speed of about 100 miles per hour and should be the minimum load which would cause the panels to break away.~~ A breakaway wall is a wall that is not part of the structural support building, intended through design and construction to collapse under specific lateral (wind and water) loading conditions without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. All CMU walls designed to break-a-way shall be free of rebar reinforcement. To ensure breakaway walls withstand forces from wind and everyday use, yet collapse under storm conditions, current NFIP and FEMA regulations require that a breakaway wall shall have a safe design loading of

| not less than 10psf and no more than 20psf. Designation of this limit should be based on such factors as material, cross-section, and spacing of pilings or columns upon which the structure sits the elevation above the ground and other assumed loadings on the structure. Breakaway walls shall not have any devices or equipment attached to them. Any type of enclosure that does not meet this design criterion is prohibited. "V" zone certification documentation that includes the amount of scouring, elevation of the bottom of the lowest horizontal structural member, elevation of the lowest adjacent grade, base flood elevation, embedment depth of pilings or foundations, shall be completed by the design engineer or architect and his/her seal placed on the document.

ACTION REQUESTED:

Approve ordinance language as amended.

BUDGET & FINANCIAL DATA:

None

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2018-09

AN ORDINANCE TO AMEND ARTICLE 14 - GENERAL REGULATIONS, CHAPTER 1 - FLOOD DAMAGE PREVENTION, DIVISION 3 – PROVISIONS FOR FLOOD HAZARD REDUCTION, SECTION 14-173 - SPECIAL STANDARDS

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 14 - General Regulations, Chapter 1 - Flood Damage Prevention, Division 3 – Provisions for Flood Hazard Reduction, Section 14-173 - Special Standards and;

WHEREAS, the Town wishes to continue regulate the provisions for flood hazard reduction, and;

WHEREAS, the Town wishes to amend a current section relating to the special regulation of Breakaway walls below the base flood elevation.

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

Section 1 Purpose

The purpose of this Ordinance is to amend Article 14 - General Regulations, Chapter 1 - Flood Damage Prevention, Division 3 – Provisions for Flood Hazard Reduction, to remove the ambiguous language that currently exists in Section 14-173 (1)(h) to provide a more profound guidance of the requirements governing breakaway wall design.

Section 2 Ordinance

Article 14 - General Regulations, Chapter 1 - Flood Damage Prevention, Division 3 – Provisions for Flood Hazard Reduction, Section 14-173(1)(h) - Special Standards is hereby amended as follows:

Sec. 14-173. - Special Standards.

- (1) All buildings in a coastal high hazard area shall meet the following provisions:
 - h. Breakaway walls shall be allowed below the base flood elevation to enclose the perimeter foot print of the structure and to provide no more than 300 square feet of storage. A breakaway wall is a wall that is not part of the structural support building, intended through design and construction to collapse under specific lateral (wind and water) loading conditions without causing collapse,

displacement, or other structural damage to the elevated portion of the building or supporting foundation system. All CMU walls designed to break-a-way shall be free of rebar reinforcement. To ensure breakaway walls withstand forces from wind and everyday use, yet collapse under storm conditions, current NFIP and FEMA regulations require that a breakaway wall shall have a safe design loading of not less than 10psf and no more than 20psf. Designation of this limit should be based on such factors as material, cross-section and spacing of pilings or columns upon which the structure sits the elevation above the ground and other assumed loadings on the structure. Breakaway walls shall not have any devices or equipment attached to them. Any type of enclosure that does not meet this design criterion is prohibited. "V" zone certification documentation that includes amount of scouring, elevation of the bottom of the lowest horizontal structural member, elevation of the lowest adjacent grade, base flood elevation, embedment depth of pilings or foundations, shall be completed by the design engineer or architect and his/her seal placed on the document.

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 2018.**

Craig Weaver, Mayor

Petra S. Reynolds, Town Clerk

1st Reading Approval -

2nd Reading Approval -