



TOWN OF *Kiawah Island*®

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

September 10, 2019; 3:00 PM

AGENDA

Mayor

Craig E. Weaver

Council Members

Maryanne Connelly

Daniel Prickett

Klaus Said

Chris Widuch

Town Administrator

Stephanie Monroe Tillerson

- I. Call to Order:
- II. Pledge of Allegiance
- III. Approval of Minutes:
 - A. Minutes of the Town Council Meeting of August 6, 2019 [Tab 1]
- IV. Mayor's Update:
- V. Citizens' Comments (Agenda Items Only):
- VI. Presentation:
 - A. 2020 Census Review - John Taylor [Tab 2]
- VII. Consent:
 - A. To Consider Approval of **Ordinance 2019-05** – An Ordinance to Amend the Town of Kiawah Island Municipal Code of Ordinances Article 7, Public Safety; by adding Chapter 3, Section 7-301 - Drones and Model Aircraft – **Second and Final Reading** [Tab 3]
 - B. To Consider Approval of **Ordinance 2019-06** – An Ordinance to Amend the Comprehensive Plan of the Town of Kiawah Island to Adopt Changes Resulting from the Flood Mitigation and Sea Level Rise Adaptation Report – **Second and Final Reading** [Tab 4]
 - C. To Consider Approval of the purchase of one (1) Toyota Tacoma for the Wildlife Department [Tab 5]
 - D. To Consider Approval of the Amendment of the Contract with Phillips & Jordan [Tab 6]
 - E. To Consider Approval of the Amendment of the Contract with Summit Cleaning Services [Tab 7]
- VIII. New Business:
 - A. To Consider Approval to Amend the Night Heron Park Company Franchise Agreement [Tab 8]
 - B. To Consider Approval of Appointments to the Public Safety Committee [Tab 9]
- IX. Town Administrator's Report:
- X. Council Member:
 - a. Committee Updates
 - b. General Comments
- XI. Citizens' Comments:
- XII. Executive Session:
- XIII. Adjournment:



Tab | 1

TOWN COUNCIL

Agenda Item

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

April 2, 2019; 2:00 PM

AGENDA

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

Present at the meeting:

Craig Weaver, Mayor
Chris Widuch, Mayor Pro Tem
Maryanne Connelly, Councilmember
Dan Prickett, Councilmember

Absent:

Klaus Said, Councilmember

Also Present:

Stephanie Monroe Tillerson, Town Administrator
Dwayne Green, Town Attorney
Petra Reynolds, Town Clerk

Notice of the meeting was posted with the Media 24 hours in advance according to the Freedom of Information Act. All Town Council meetings are recorded for a complete transcript.

II. Pledge of Allegiance

III. Approval of Minutes:

A. Minutes of the 2019 Council Strategic Planning Retreat of January 23, 2019

Mayor Pro Tem Widuch made a motion to approve the minutes as received. The motion was seconded by Councilmember Prickett and the minutes were unanimously approved.

B. Minutes of the 2019 Council Strategic Planning Retreat of January 24, 2019

Councilmember Connelly made a motion to approve the minutes as received. The motion was seconded by Mayor Pro Tem Widuch and the minutes were unanimously approved.

C. Minutes of the Town Council Meeting of March 5, 2019

Councilmember Prickett made a motion to approve the minutes as received. The motion was seconded by Mayor Pro Tem Widuch and the minutes were unanimously approved.

IV. Mayor's Update:

Mayor Weaver gave a summary on the Kiawah Island Utility rate adjustments filed with the Public Service Commission (PSC). He indicated that rate increases to both water and sewer would result in approximately 9.96% increase. He stated that the Town chose to file as an intervener in the case along with the St. Johns' Fire District (STJFD), which had a unique and specific issue concerning hydrant fees.

Mayor Weaver indicated that ORS (Office of Regulatory Staff) entered into a stipulation agreement with KIU with a rate of return of 14.25%, which was a compromise of the 14.5% requested by KIU, and the ORS recommended 14%, with the final ruling is still pending.

Mayor Weaver stated that the Town declined to join the stipulation agreement, however, as an intervener, went on the record supporting the majority of the ORS positions with the exception of the requested rate of return, along with hydrant fees paid by the STJFD to KIU be included in the rates paid by Kiawah residents. Mayor Weaver indicated that this would conclude the Town's involvement in the rate case without expending funds for additional counsel.

Mayor Weaver indicated at the Ways and Means Committee meeting which immediately preceded the Town Council meeting, the item under Section 8B - To Consider Approval of Beachwalker Drive Improvement was not approved, will not be considered by Council, and requested that it be removed from today's agenda.

Mayor Weaver made a motion to remove discussion of agenda item 8B, To Consider Approval of Beachwalker Drive Improvement, from today's agenda. The motion was seconded by Councilmember Connelly and unanimously approved.

V. Citizens' Comments (Agenda Items Only):

Wendy Kulick – 38 Marsh Edge Lane

Ms. Kulick thanked the Mayor for the rate case information and inquired if the letter to the PSC was on their website.

Mayor Weaver indicated that it was.

Ms. Kulick stated that over the years Kiawah residents had numerous issues with unleashed dogs. She suggested that the beach proclamation being considered to include the need to adhere to the Town's leash laws and it may also strengthen the Town's position legally.

Ms. Kulick stated that the Charitable Contribution funding of worthy organizations on John's and Wadmalaw Islands is not something that the Town is required to do, is greatly appreciated, and asked that funding for those organizations that impact kid's education and food insecurity be approved.

Dennis McGill – 100 Pleasant Valley Drive

Mr. McGill calls attention to his previous FOIA request in which he asked for the names of the deserving employee or employees who received gift cards. He indicated that the Mayor provided him the requested information and that he hoped that the information, in the future, would not require an FOIA request.

VI. Presentation:

A. Kiawah Island Municipal Center Native Plant Demonstration Area Project

Mr. Jim Jordan, Town Biologist, gave a presentation on the idea to create a nature trail and demonstration garden at the Municipal Center. He gave background information on the need that created the program.

Mr. Jordan stated that in early 2018, The Town Environmental Committee formed a Landscape Working Group (all entities represented) to develop a plan to increase the use of native plants on Kiawah. The

Grow Native program was created and officially unveiled to the public in October 2018 as part of the Town's first Native Plant Week. He indicated the mission of the program would be a community-wide effort to increase the use of native plants in landscaping projects across the island with an overall goal of improving wildlife habitat

Mr. Jordan reviewed why native plants were important to the local environment along with conceptual photos. He also reviewed the estimated cost of each Phase along with maintenance and signage on the Trail.

Councilmembers discussed the phases of the proposed project expressing both agreements with the need and importance of this kind of the project along with the thought that the space at the Municipal Center would not attract a great number of people to showcase the native plants.

Mayor Weaver asked that Councilmembers review the presentation and provide Mr. Jordan feedback on any additional thoughts or questions on the proposed Nature Trail and Grow Native project. He also asked that Mr. Jordan, when ready, come back to Council with a proposal to move forward or a revision of the project.

VII. Old Business:
None

VIII. Consent:

A. To Consider Approval of the Proposal from Mauldin & Jenkins as new Town Auditors

Councilmember Prickett made a motion to recommend to Town Council the engagement of Mauldin & Jenkins for the FY2019 audit with the option for annual renewal for the next three years. The motion was seconded by Councilmember Connelly and was unanimously passed.

IX. New Business:

A. National Beach Safety Week Proclamation

Mayor Weaver read the proclamation in recognition of National Beach Safety Week and supporting the important work done by the members of the Town's Beach Patrol in trying to maintain a safe and active beach for residents and guests.

B. To Consider Approval of the Charitable Grant Funding Amounts

Mayor Weaver stated that each of the Charitable Grant Funding requests was reviewed and discussed by the Ways and Means Committee, who recommend to Town Council, the funding amount being considered.

Mayor Weaver made a motion to approve a \$10,000.00 funding amount for the Sea Island Habitat for Humanity. The motion was seconded by Chairman Widuch. The motion was passed by a 3 to 0 vote. Councilmember Connelly recused herself from the vote.

Mr. Prickett made a motion to approve a \$7,000.00 funding amount for the Kiawah Island Women's Foundation. The motion was seconded by Councilmember Connelly. The motion was passed by a 2 to 0 vote. Mayor Weaver and Mayor Pro Tem Widuch recused themselves from the vote.

Mayor Pro Tem Widuch made a motion to approve unassigned funding balance of \$9424.00 be allocated to the Kiawah Cares Foundation for and to approve the balance of the listed funding amounts. The motion was seconded by Councilmember Connelly and was unanimously approved.

Town of Kiawah Island	
2019 Charitable Grants Approved Funding Amounts	
Organizations Name:	2019 Town Council Approved
AMOR Healing Kitchen	\$ 1,500.00
Backpack Buddies Seabrook Island	\$ 2,000.00
Barrier Island Free Medical Clinic, Inc	\$ 20,000.00
Barrier Island Little League	\$ 5,000.00
Begin with Books	\$ 2,500.00
Bridges for End-of Life	\$ 2,150.00
Charleston Area Therapeutic Riding	\$ 7,076.00
Helping and Lending Outreach Support (HALOS)	\$ 3,850.00
Kiawah Cares Foundation	\$ 9,424.00
Kiawah Womens Foundation	\$ 7,000.00
Lowcountry Food Bank	\$ 9,500.00
Operation Home	\$ 6,500.00
Operation Sight	\$ 4,000.00
Our Lady of Mercy Community Outreach Services	\$ 20,000.00
Reading Partners	\$ 5,000.00
Respite Care Charleston	\$ 5,500.00
Sea Islands Blessing Baasket	\$ 3,000.00
Sea Island Habitat for Humanity	\$ 10,000.00
Sea Islands Water Wellness Mission	\$ 19,500.00
Teachers Supply Closet	\$ 6,500.00
Total Budgeted Funds to be awarded	\$ 150,000.00

X. Town Administrator's Report:

Ms. Stephanie Tillerson, the Town Administrator, gave reported on:

- An offer has been extended to a gentleman for the Code Compliance Officer position open in the Development Services Department.
- Work on the incorporation of the Sea Level Rise Report into the Town's Comprehensive Plan. The Planning Commission has formed a Workgroup of three Commissioners to work with Mr. John Taylor, Planning Director, Mr. Jordan, Councilmember Prickett, and Mayor Pro Tem Widuch. They will look at different ways to incorporate some of the Sea Level Rise Flood Mitigation language into various elements of the Comprehensive Plan. When completed the Plan will be presented to the Planning Commission for review and recommendation to Town Council for approval.
- Two proposals were received in response to the Kiawah Island Parkway RFP (Request for Proposals). The Public Works Commission (PWC) will review at the next PWC meeting.
- Along with the renovation project being done by the County Park for Beachwalker Park, the Town's project for the addition of a right turn lane into the County Park is anticipated to be completed by Memorial Day.
- The Plastics Workgroup led by Mr. Jordan is looking at what surrounding communities are doing with regard to banning various plastics. Charleston County adopted a baseline proposal for the unincorporated areas taking effect in six months. The workgroup will present their findings at the upcoming Town Council work session scheduled this month.
- The owners of 77 Eugenia Drive received a beach renourishment permit through the general permit that was issued by OCRM (Ocean & Coastal Management) for the last storm in August. She indicated the Town's responsibility lies in the review process and the owner has, as required by the Town, submitted a safety and work plan to the Planning Director. With the approval by OCRM and permission from the Community Association for the use of the beach access, the only stipulation was that the work is completed by Easter.

XI. Council Member:

- a. Committee Updates
- b. General Comments

Councilmember Prickett stated that the Arts Council, along with members of staff, are extremely busy this time of year developing a program for the next fiscal year. He indicated that the programs this year have been excellent, very well attended, and will be giving Council a more formal report next month.

Councilmember Connelly indicated she was pleased the computer lab will be receiving funding through Charitable Giving and thanked the staff for their work in vetting all the organizations and for their thoughtful recommendations.

Councilmember Connelly stated she is working with the Public Safety Committee regarding the regulation of drones on the beach.

XII. Citizens' Comments:

Wendy Kulick – 38 Marsh Edge Lane

Ms. Kulick asked if there was any update on the new signage for the Municipal Center.

Ms. Tillerson indicated that the signs had been refurbished and installed.

Holly Newman – Kiawah Cares

Ms. Newman thanked the Ways and Means Committee along with the Council for funding the Kiawah Cares.

Dennis McGill – 100 Pleasant Valley Drive

Mr. McGill noted the items listed under the Executive Session on today's agenda and question if asking for advice from the Town Attorney had to be in an Executive Session. He again suggested the Town Attorney should provide an update on all pending cases at the Town Council meetings.

Mr. Dwayne Green, Town Attorney, stated the defendants in this case originally filed a motion to dismiss, but the case is still pending. During the pending motion, Webster-Rogers did not answer the Town's outstanding discovery request, so a motion to compel was filed. He also indicated that Webster-Rogers had not served the Town with any discovery and depositions will follow.

Councilmember Prickett made a motion to move into Executive Session Pursuant to Section 30-4-70 (a)(2) to Receive Legal Advice regarding the Webster Rogers case and to Discuss a Personnel Matter. The motion was seconded by Councilmember Connelly and was unanimously passed.

XIII. Executive Session:

- A.** Executive Session Pursuant to Section 30-4-70 (a) (2) to Receive Legal Advice regarding the Webster Rogers case
- B.** Executive Session Pursuant to Section 30-4-70 (a) (1) to Discuss a Personnel Matter

Mayor Weaver stated that on both items, no votes were taken and no decisions were made during the Executive Session that would bind the Town to any course of action.

Mayor Pro Tem Widuch made a motion to move out of Executive Session. The motion was seconded by Councilmember Connelly and was unanimously passed.

Mayor Pro Tem Widuch made a motion to return to Regular Session. The motion was seconded by Councilmember Prickett and was unanimously passed.

XIV. Adjournment:

Councilmember Connelly motioned to adjourn the meeting at 2:55 pm. The motion was seconded by Mayor Pro Tem Widuch and carried unanimously.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

Craig E. Weaver, Mayor

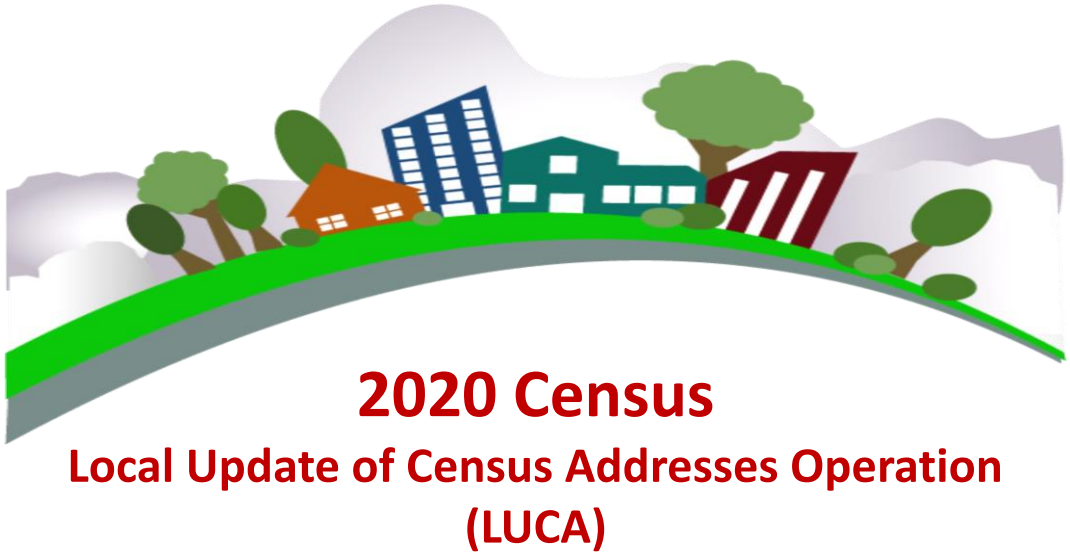
Date



Tab | 2

TOWN COUNCIL

Agenda Item



Abbreviated Presentation Prepared
by US Census 2020 / LUCA Program

United States
Census
2020

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

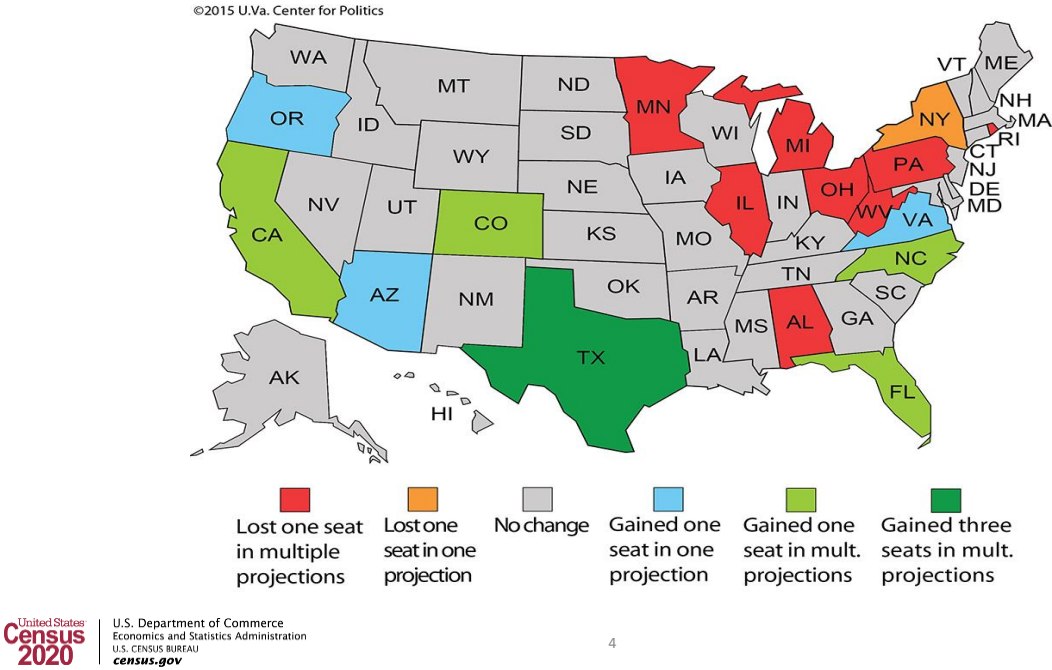
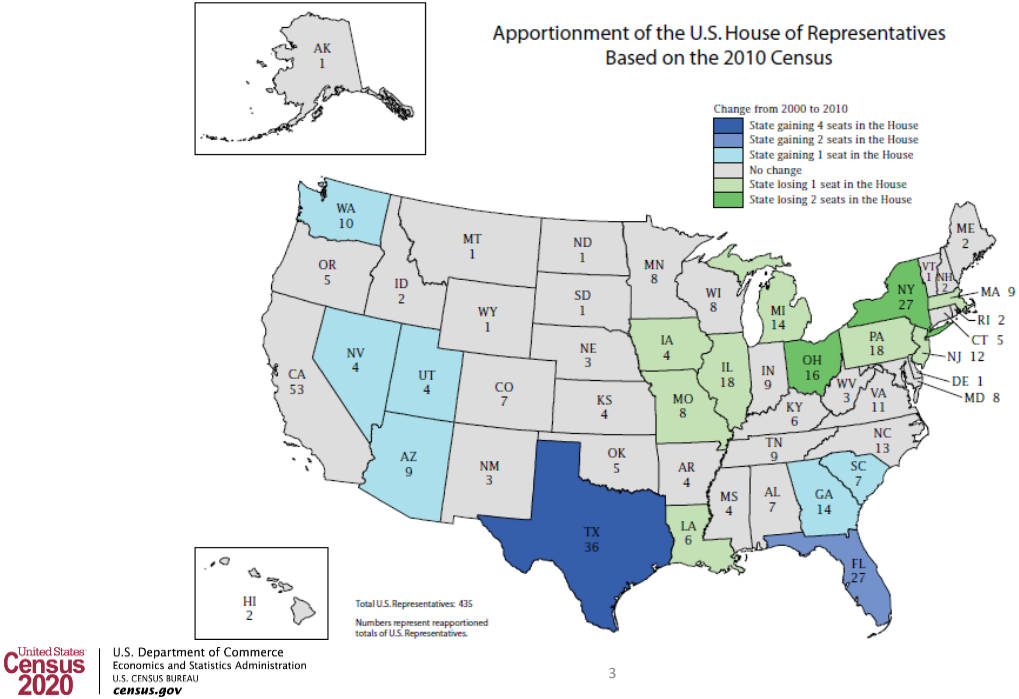
The Decennial Census

The purpose is to **conduct** a census of population and housing and **disseminate** results to the President, the States, and the American People.

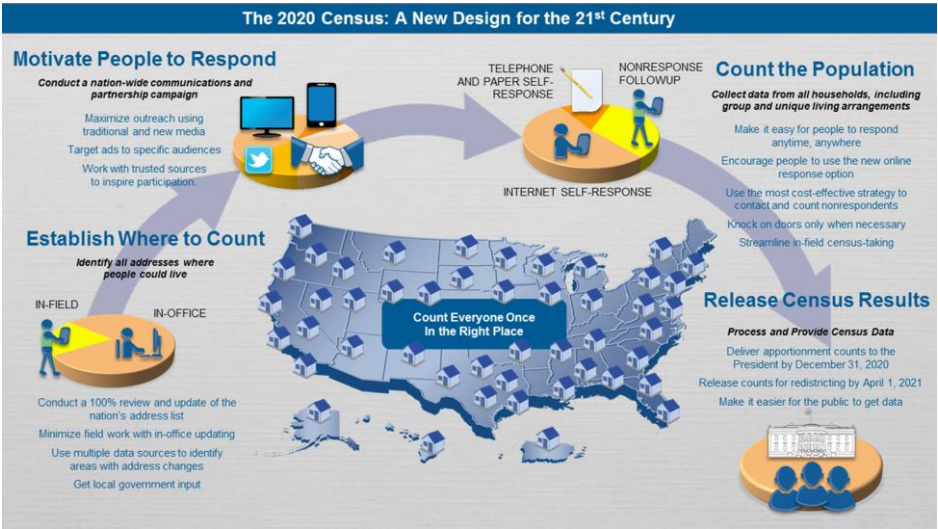
- Uses of Census data:
 - **Apportioning** representation among states as mandated by Article 1, Section 2 of the US Constitution.
 - **Drawing** congressional and state legislative districts, school districts and voting precincts.
 - **Enforcing** voting rights and civil rights legislation.
 - **Distributing** federal dollars.
 - **Informing** planning decisions of tribal, federal, state and local government and organizational decisions (e.g., where to locate, size of market, comprehensive plan update etc.) of businesses and non-profits.

United States
Census
2020

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2020 Census Design



Who Can Participate

- Federally recognized tribes with a reservation and/or off-reservation trust land.
- States and Counties.
- Incorporated places.
 - Cities, towns, boroughs, villages.

2020 LUCA Schedule

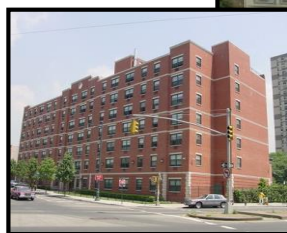
Timeframe	Activity
January 2017 ✓	Advance Notice mailing mailed to Highest Elected Officials (HEOs), Tribal Chairs (TCs), Governors and other potential 2020 LUCA contacts.
March 2017 ✓	2020 LUCA Promotional presentations began.
July 2017 ✓	2020 LUCA invitation and registration materials mailed to HEOs, TCs and Governors.
October 2017 ✓	2020 LUCA Training workshops began.
December 15, 2017 ✓	2020 LUCA registration deadline.
February - April 2018 ✓	Participants receive their 2020 LUCA materials.
March - September 2018 ✓	Census Bureau processes 2020 LUCA submissions.
April 2018 - May 2019	Census Bureau validates 2020 LUCA addresses.
Summer 2019	Census Bureau delivers 2020 LUCA feedback.
April 1, 2020	CENSUS DAY.

Geocode

- Geocoding is the process of taking an address and returning an actual or calculated latitude/longitude coordinate on the earth’s surface.
- In terms of the Census Bureau, this includes assigning the proper state, county, census tract and census block codes that correspond to the physical location of the address.
- The Census Bureau requires every address is assigned a Census geocode before it can be processed and added to its inventory and included in the Census.

Housing Unit (HU)

- A single-family house, townhouse, mobile home, trailer, apartment, group of rooms, or a single room occupied as a separate living quarter or, if vacant, intended for occupancy as a separate living quarter.



United States
Census
2020

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Acceptable Housing Units for LUCA

- Houses, including townhouses, condominiums, and apartments.
- Living quarters within an otherwise nonresidential structure such as an apartment within a church, school, or business.
- Mobile homes or trailers occupied as separate permanent living quarters, or if vacant, intended for occupancy as separate permanent living quarters.
- Any housing units under construction that will be habitable (closed to the elements with final roof, windows, and doors) on Census Day, April 1, 2020.

United States
Census
2020

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Group Quarters (GQs)

- A place where people live or stay, in a group living arrangement owned or managed by an entity or organization providing housing and/or services for the residents.



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2020

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U.S. CENSUS BUREAU
census.gov

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Acceptable Group Quarters for LUCA

- Correctional facilities.
 - Federal and state prisons.
 - Local jails and other municipal confinement facilities.
 - Correctional residential facilities.
- Group homes.
 - Halfway houses and homes for people with special needs.
- Juvenile facilities.
 - Group homes for juveniles (non-correctional).
 - Residential treatment centers for juveniles (non-correctional).
 - Correctional facilities intended for juveniles.
- Nursing homes.
 - Nursing facilities/skilled-nursing facilities.

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2020

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Acceptable Group Quarters for LUCA (cont'd)

- Hospitals.
 - Mental (psychiatric) hospitals and psychiatric units in other hospitals.
 - Hospitals with patients who have no usual home elsewhere.
 - In-patient hospice facilities.
- College or university dormitories, fraternity houses, and sorority houses.
- Workers group living quarters or dormitories.
- Religious group quarters.
- Any group quarters under construction that will be habitable (closed to the elements with final roof, windows, and doors) on Census Day, April 1, 2020.

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Census
2020

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Economics and Statistics Administration
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Transitory Locations (TLs)

- Sites that contain movable or mobile housing that may include transitory units such as boats, motorized recreational vehicles or trailers (RVs), tents, or other types of portable housing.



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Census
2020

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Potential Address Sources

- E-911 address files.
- New housing construction or building permits.
 - Include only if final roof, doors, and windows will be in place on Census Day, April 1, 2020.
- Housing inspection records or occupancy permits.
- Planning and zoning records.
- Local utility records.
- School enrollment records.
- Driver’s license files.
- Annexation records.
- Assessment or tax files (residential units).
- Voter registration files.

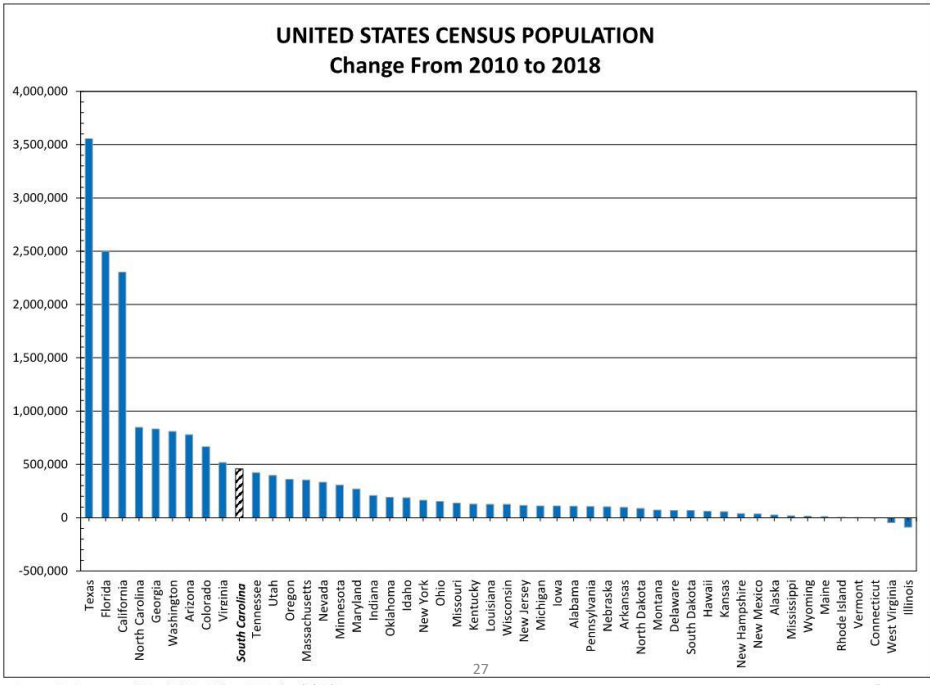


SC Population Projections

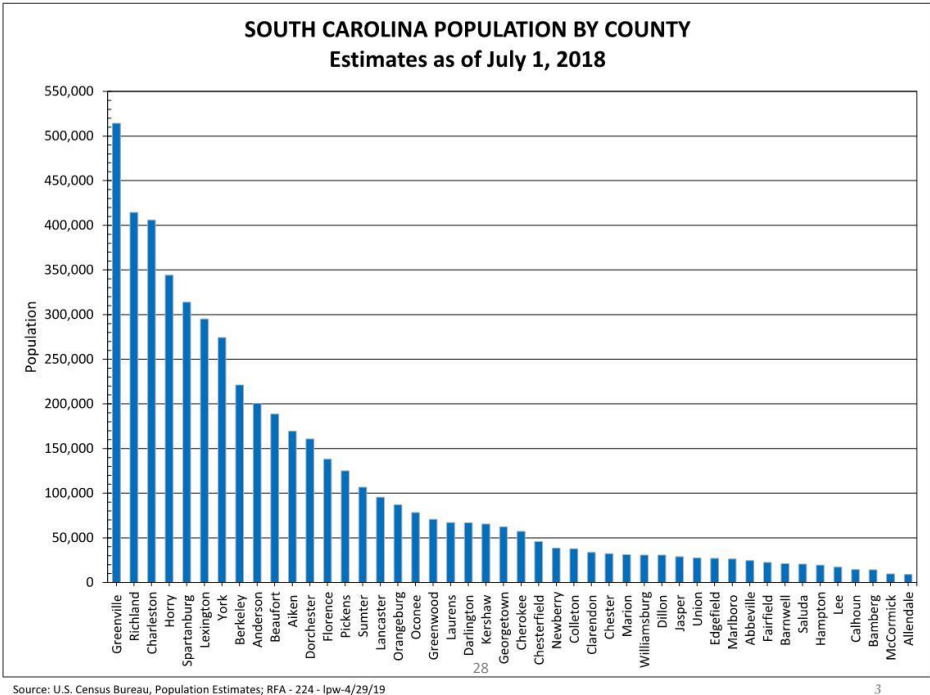




United States
Census
2020

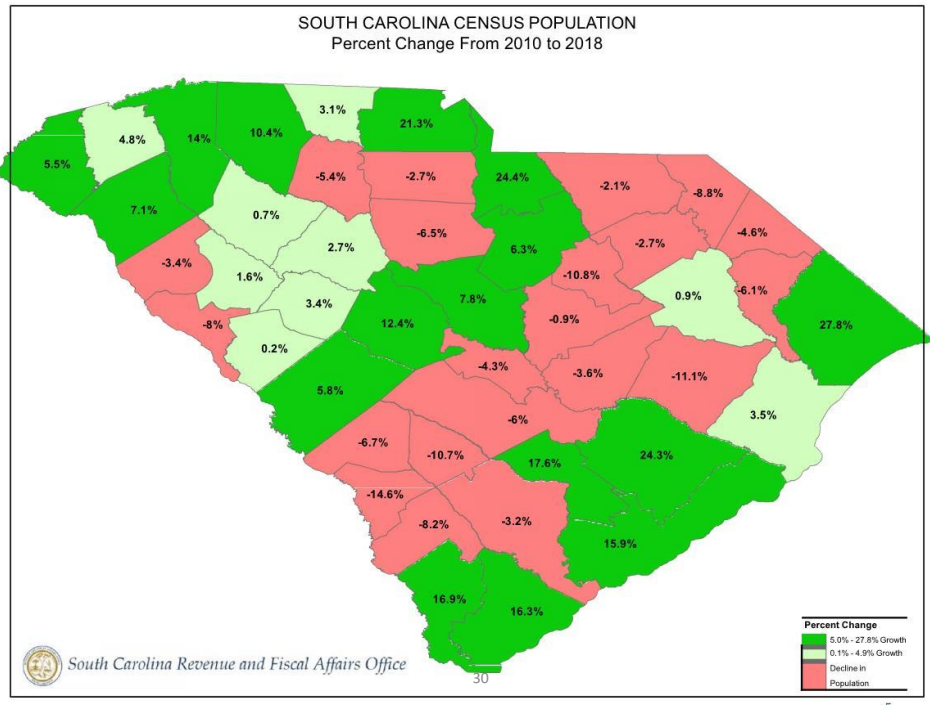
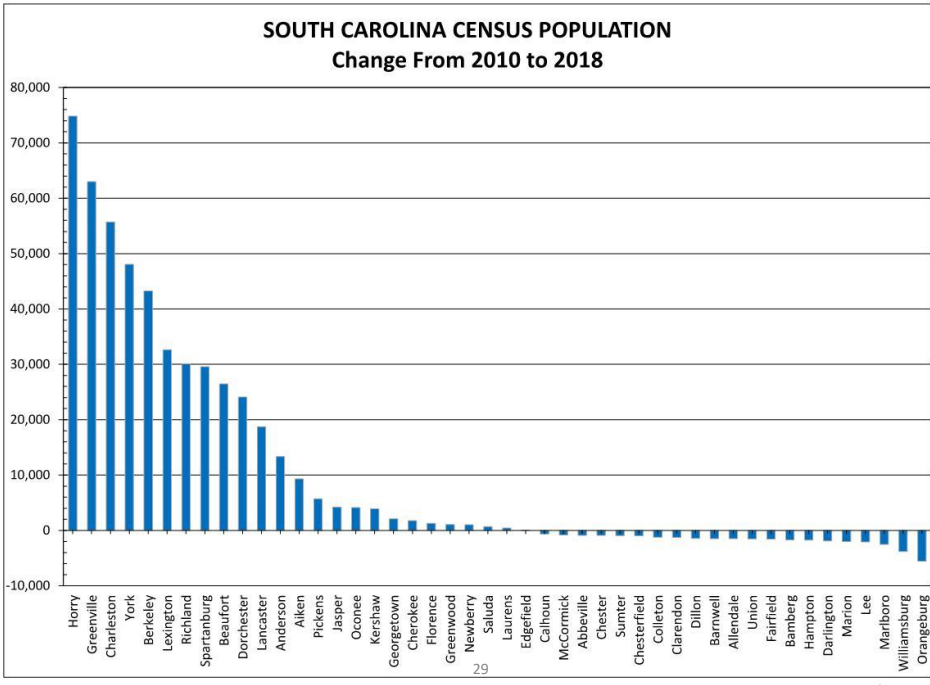


United States
Census
2020





United States
Census
2020





Tab | 3

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2019-05

AN ORDINANCE TO AMEND THE TOWN OF KIAWAH ISLAND MUNICIPAL CODE OF ORDINANCES ARTICLE 7, PUBLIC SAFETY; BY ADDING CHAPTER 3, SECTION 7-301 “DRONES AND MODEL AIRCRAFT”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 7 – Public Safety, and;

WHEREAS, the Town wishes to address privacy and public safety concerns by regulating the launching and landing of drones and model aircraft within the jurisdiction of the Town of Kiawah Island, and;

WHEREAS, the Town wishes to amend the current Article 7 with the addition of Chapter 3, Section 7-301, relating to drone and model aircraft regulations.

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 7-301 **Purpose**

The Municipal Code of Ordinance of the Town of Kiawah Island is hereby amended Article 7, Public Safety; by adding Chapter 3, Section 7-301. - Drones and Model Aircraft.

Section 7-302 **Drones; Model Aircraft**

a. Purpose.

As a result of the rapid implementation of drone and model aircraft technology, many issues arise from their use, such as the privacy and concerns for public safety. Drones and model aircraft have the ability to carry wireless cameras that record data and/or transmit live streams of data. Without regulating the take-off and landing of drones and model aircraft within the jurisdiction of the Town of Kiawah Island, they could be used to invade the privacy of Town residents and guests who are enjoying the use of their property, beach, and other public places.

In addition, drones and model aircraft are defined as unmanned aerial systems (UAS's). They pose a public safety concern not only to other aircraft or objects in the air but to the residents and guests of the Town and their property. Some of these concerns include but are not limited to, unexpected drone or aircraft malfunctions, loss of control, unforeseen incidents that can cause inability to sustain flight as

intended, their ability to carry weapons and the potential for use in the planning and execution of a wide variety of criminal activity.

b. Definition.

“Drone / Model Aircraft” is defined as a powered, aerial vehicle that:

- a) Is any contrivance used or designed to navigate or fly in the air;
- b) Does not carry a human;
- c) Uses aerodynamic forces to provide vehicle lift;
- d) Can fly autonomously or be piloted remotely;
- e) Can be expendable or recoverable
- f) Model aircraft of less than three pounds and which do not carry a camera are not included within this definition.

c. Prohibition.

No person or entity may operate a drone or model aircraft within the confines of the Town of Kiawah Island unless specifically exempted or permitted in accordance with the terms of this ordinance.

d. Exemptions.

The following shall be exempt from the prohibitions stated above subject to their meeting all applicable Federal Aviation Administration (FAA) rules regarding operation and registration.

- a) Where, it is determined that a drone or model aircraft is necessary to assist law enforcement, fire personnel or ocean rescue personnel in emergency situations or critical incidents;
- b) Town of Kiawah Island and the Kiawah Island Community Association;
- c) Commercial use of “unmanned aircraft” (re: real estate sales) may be permitted, provided the company is properly licensed, and permission is granted by the Town of Kiawah Island. Permission will be limited to a specific location with no photography, video, or other surveillance of adjacent properties; and
- d) Where the drone or aircraft is operated only within the boundaries of the operator’s real property and where the drone or model aircraft operation is for personal use.

e. Drone / Model Aircraft Operation Requirements Subject to Issuance of a Permit:

Drone/model aircraft operation used for educational, environmental or commercial purposes may be permitted for operation within the Town of Kiawah Island, subject to the operating requirements listed below: The drone or model aircraft

- a) Must remain within the visual sight of the operator at all times;
- b) May not be operated over any person, gathering of persons or residences that would cause a hazardous or unsafe condition;

- c) May not be operated at an altitude that would create a hazardous condition and/or interfere with any plane, helicopter or other aircraft already in flight, as per FAA requirements;
- d) Must comply with FAA requirements regarding operations within a certain proximity to airports;
- e) May not have airspeed in excess of 100 mph;
- f) Must be operated between sunrise and sunset;
- g) May not be operated in a careless or reckless manner;
- h) Operator and model aircraft equipment must meet all current FAA requirements for commercial UAV operations; and
- i) Must be properly registered with the FAA according to FAA guidelines.

f. Penalty.

Any person or entity in violation of any of the provisions of this ordinance shall be subject to the Town of Kiawah Island Municipal Code Chapter 1, General Provisions, Section 6-106, Fines and Penalties.

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 3rd DAY OF SEPTEMBER, 2019.

Craig Weaver, Mayor

Petra S. Reynolds, Town Clerk

8/6/2019 1st Reading

9/3//2019 2nd Reading



Tab | 4

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2019-06

AN ORDINANCE TO AMEND THE TOWN OF KIAWAH ISLAND'S COMPREHENSIVE PLAN

WHEREAS, pursuant to the authority conferred by Sections 6-29-310 through 6-29-1200 of the South Carolina Code of Laws, as amended, The Town of Kiawah Island's Comprehensive Plan was most recently updated pursuant to Ordinance 2015-08; and,

WHEREAS, the purpose of adopting the Comprehensive Plan was to guide the development of the Town in accordance with existing and future needs; and

WHEREAS, the findings and recommendations contained in the 2018 Flood Mitigation and Sea Level Rise Adaptation Report provide an important blueprint for future public policy and actions by the Town;

WHEREAS, the Town of Kiawah Island recognizes this long-term issue and seeks to protect and preserve Kiawah's quality of life by initiating pathways forward to administer flood mitigation and sea-level rise adaptation;

WHEREAS, the Planning Commission performed a review of the Comprehensive Plan and recommended substantial revisions; and

WHEREAS, the Town of Kiawah Island held a Public Hearing on August 6, 2019, as required by statute and the Municipal Code of the Town of Kiawah Island for the purpose of amending the Comprehensive Plan.

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**

This Ordinance is to amend the Town of Kiawah Island's Comprehensive Plan to focus on preserving Kiawah Island's quality of life by recognizing flooding and sea-level rise associated risks.

Section 2 **Ordinance**

The Town of Kiawah Island's Comprehensive Plan is hereby amended as follows:

See attached **Exhibit “A”** incorporated herein by reference which shall replace and hereafter be known as the Town of Kiawah Island’s Comprehensive Plan.

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 3rd DAY OF SEPTEMBER 2019.**

Craig Weaver, Mayor

Petra S. Reynolds, Town Clerk

Public Hearing: August 6, 2019

First Reading Approval: August 6, 2019

Second Reading Approval: September 3, 2019



Tab | 5

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Brian Gottshalk

SUBJECT: Purchase of Town vehicle for Wildlife Department

DATE: September 3, 2019

GENERAL INFORMATION:

The Town of Kiawah Island provides town vehicles for employees that because of their job responsibilities are required to perform field work on a regular basis. Historically, the Town replaced most vehicles after 3 years of service, but the new policy recommends replacing vehicles after 5 years. Because the Wildlife truck is on the beach multiple times per week, it tends to corrode and rust much quicker leading to handling issues and costly repair bills. For this reason, staff recommended replacing the Wildlife truck last year following the historic 3-year rotation.

The current Wildlife truck is a 2015 model and has been in the fleet for 4 years. The decision was made last year to keep it for an additional year past the typical 3-year cycle. During the truck's 4th year (FY 18-19), a total of \$6,448.75 was spent on repairs. In the prior 3 years, no repairs were necessary.

The Town issued a bid proposal for a 2019 Toyota Tacoma in early August. Bid packages were sent to 8 Toyota dealerships and the request for bids was also posted on the Town website. The Town received bids from 2 Toyota dealers. Jimmy Jones Toyota of Orangeburg bid \$34,284.86 and Fred Anderson Toyota of Charleston bid \$36,204.

The Town plans to sell the existing 2015 Tacoma to offset the cost of the new vehicle. Typically, the Town has sold its trucks to a wholesaler based in Myrtle Beach. He previously offered \$21,640 for this vehicle in June 2018. He has been asked to update his price based on the truck's current condition but has not done so at this time. Staff investigated other options to sell this truck locally and received a written offer of \$20,000 from Hudson Nissan of Charleston.

ACTION REQUESTED:

After a thorough review, staff recommends the purchase of a 2019 Toyota Tacoma from Jimmy Jones Toyota of Orangeburg at a price of \$34,284.86. This will replace the current 2015 Tacoma and will be used by the Wildlife Department.

BUDGET & FINANCIAL DATA:

Staff requested \$35,000 to purchase this vehicle during the FY 2019-20 budget process though this amount was reduced by Town Council to \$30,000. Based on the sale of the current wildlife truck, the net cost to the Town for the new vehicle will be \$14,284.86

RECEIVED

AUG 15 2019



Town of Kiawah Island

8/12/19

Mr. Petra Reynolds, Town Clerk
Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455

Mr. Reynolds,

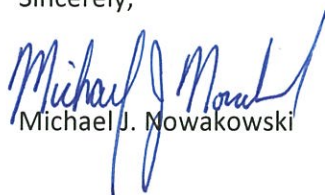
Thank you for allowing us to participate in the bidding process for the purchase of the 2019 Toyota Tacoma, 4x4, Double Cab, Long Bed (6ft), V6, Automatic.

I'm aware that you require the following additional options as well as the items already mentioned:

- Bed Mat
- Cargo Bed LED Lights
- All Weather Floor Mats
- 275/70R16 All Terrain Tires
- Rear Dual USB power port
- 4 Keys with FOB's
- 2" Dealer Installed Lift
- Undercoating
- Rust Proofing
- Transfer Plate
- Full tank of gas at delivery

We would provide a bid of \$34,284.86 for the above vehicle. If you have any questions please feel free to contact me at 803-536-4512 ext. 2052.

Sincerely,


Michael J. Nowakowski

SECTION I:

Bids must include and delineate all installations, equipment, and services.

SECTION II: SYSTEM REQUIREMENTS

2019 Toyota Tacoma, 4x4, Double Cab, Long Bed (6 ft), V6, Automatic

Trim: SR5

Color: Exterior: Black Interior: Cement Gray Fabric

Accessories: Bed Mat, Cargo Bed LED Lights, All Weather Floor Mats, 275/70R16 All-Terrain tires, Rear Dual USB power port

Options: 4 Keys with FOBs, 2" dealer-installed lift, Undercoating, Rust proofing, Transfer of Municipal Plate

SUBMITTING ORGANIZATION/COMPANY:

Person Submitting Proposal (Contact Person): MICHAEL J NOWAKOWSKI

Company Name: JIMMY JONES TOYOTA OF ORANGEBURG

Address: 3237 ST MATTHEWS RD

City, State, Zip: ORANGEBURG SC 29118

Phone Number: 803-536-4512 FAX Number: 803-531-4370

E-mail Address: MNOWAKOWSKI@JIMMYJONESTOYOTA.COM

BID ACCEPTANCE:

Subject to the terms and conditions herein, and any others by reference to additional contracts, invoices, or other documentation, we accept the bids for the services described:

Town Representative: _____

Title: _____

Date: _____



Tab | 6

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Brian Gottshalk, Public Works/Facility Manager

SUBJECT: Amendments to Phillips and Jordan Contract

DATE: September 3, 2019

BACKGROUND:

Since 2015, The Town has had a contract with a major disaster recovery company called Phillips and Jordan. They provide a very wide range of services in disaster relief from debris removal to setting up temporary bridges. The Town has not yet had the need to activate its contract with Phillips and Jordan, however, the contract as it is written now the scope of service is specific to debris removal. In the past several months, it has come to the attention of The Town there is a need to update the scope to cater more specifically the potential needs of The Town in different degrees of disaster. An example of this would be the delivery, installation, and decommissioning of a temporary bridge in the event that the current permanent bridge is compromised. Similarly, should there be any residents or employees stranded on the island with unsafe living conditions, Phillips and Jordan has the capability of setting up temporary shelter to include bathrooms, showers, and generators.

If approved, the new services that will be added to the contract are as follows:

- Delivery, installation, and decommissioning of either a single or double lane bridge
- Portable restroom/shower units
- Climate controlled bunk house
- 14-foot boat with motor

Pricing for Temporary bridge:

Single Lane

Delivery and Installation	\$425,000
Additional Weekly Rental (after 8 weeks)	\$12,000
De-Commissioning	\$350,000

Double Lane

Delivery and Installation	\$570,000
Additional weekly rental (after 8 weeks)	\$17,000
De-Commissioning	\$500,000

ACTION REQUESTED:

On August 27th, the Ways and Means Committee recommended the approval of the amendment of the current contract with Phillips and Jordan to add these services to the scope of work.

BUDGET & FINANCIAL DATA:

There is no additional cost to add these services to the current contract, however, activating some or all of these services can significantly impact the cost to the Town in the range of \$1,000,000 and up.

STATE OF SOUTH CAROLINA

**AMENDMENT TO DEBRIS
REMOVAL CONTRACT**

COUNTY OF CHARLESTON

WHEREAS, a Debris Removal Agreement for natural disasters was entered into on the 1st day of September 2015 between The Town of Kiawah Island, and Phillips & Jordan, Inc. and;

WHEREAS, The Town wishes to expand the scope of services to include delivery, installation, and decommissioning of either a single or double lane bridge; Portable restroom/shower units; Climate controlled bunk house; 14 foot-boat with motor; and

WHEREAS, The Town wishes to amend the agreement to reflect the addition of pricing for installation, and decommissioning of either a single or double lane temporary bridge structure herein incorporated as Exhibit E.

NOW, THEREFORE, AND IN CONSIDERATION OF, the mutual promises and covenants contained herein, The Town and Contractor do hereby mutually agree to amend the Scope of Services as follows:

SECTION THREE: Scope of Services

Contractor shall provide debris clean-up, loading and hauling services from the Town of Kiawah Island as described in this Agreement and in the attached exhibits in a professional and timely manner. In addition, the Contractor will also activate the delivery, installation, and decommissioning of a temporary bridge upon request from the Town. Further, the Contractor will deliver, install, and de-commission temporary climate-controlled bunks, restroom/shower units, and a boat for transportation should the Town deem it necessary to have these services. Other services may be added to this contract if mutually agreed upon by the Town and Contractor. The activation of this contract will not necessarily merit implementation of all services listed. The Town will request services based on the severity of the damages.

All other terms and conditions of the Emergency Debris Removal Agreement shall remain in full force and effect.

Witness

By: Mayor Craig Weaver
Town of Kiawah Island

Witness

By:
Phillips & Jordan



Tab | 7

TOWN COUNCIL

Agenda Item



Request for Ways and Means Committee Action

TO: Mayor and Council Members

FROM: Brian Gottshalk, Facility Manager/Public Works

SUBJECT: Janitorial Contract Extension

DATE: September 3, 2019

BACKGROUND:

In August 2018, the Town entered into a one-year cleaning contract with Summit Building Services for janitorial services at our Municipal Building, located at 4475 Betsy Kerrison Parkway. The Town amended this contract to include an additional day of service starting in March of 2018. Their present contract ends August 2019.

ANALYSIS:

To date the company has performed to the standards the Town has set without complaints in service or quality. This contract ends August 2019 and the staff wishes to extend the contract for an additional year at no change in cost.

ACTION REQUESTED:

On August 27th, the Ways and Means Committee recommended the approval of the amendment to their contract for an additional year.

BUDGET & FINANCIAL DATA:

Extend this contract for an additional year without change to the present cost of nine thousand eight hundred fifty-five (\$9,851.00) per annum, paid in monthly installment of \$820.91

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
_____)

**AMENDMENT TO
AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND
SUMMIT BUILDING SERVICES, INC.**

WHEREAS, the Town of Kiawah Island and Summit Building Services. Inc. entered into an agreement on **August 1, 2017** for the purpose of providing janitorial services for the Town's Municipal Center located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455.

WHEREAS, the Town and Summit Building Services. Inc wish to amend said agreement in the following particulars:

1. **TERM:** This agreement term shall be extended for an additional one-year term commencing on August 1, 2019 and expiring on July 31, 2020
2. **EFFECTIVE DATE:** This agreement shall be effective on August 1, 2019.

All other provisions of the agreement entered into on **August 1, 2017** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 3rd day of September 2018.

WITNESSES

Town of Kiawah Island

By: Craig Weaver
Its: Mayor

Summit Building Services, Inc.

By: Eric Mullins
Its: President



Tab | 8

TOWN COUNCIL

Agenda Item



REQUEST FOR TOWN COUNCIL ACTION

TO: Mayor and Town Council
FROM: Stephanie Monroe Tillerson, AICP, Town Administrator
SUBJECT: Night Heron Park Company Franchise Agreement
DATE: September 3, 2019

BACKGROUND:

The Town entered into a Franchise Agreement with Night Heron Park Company (Kiawah Island Golf Resort) in the late 90s to allow beach-related items on the beach and in the ocean by the Franchisee. The Town and Night Heron Park Company have mutually agreed over the year to extend the Franchise Agreement with little change. The current Franchise Agreement goes through March 2021.

The Kiawah Island Resort has made a request to amend the current Franchise Agreement Exhibit "B" to allow up to six (6) bicycles that would be positioned on the beach just west of the Sanctuary Beach Access starting spring 2020. These six bikes will be available for rent to be used exclusively on the beach, and at the end of the day, the bikes will be stored at the Sanctuary Bike Pavilion overnight.

What the bikes will look like, but green.



ACTION REQUESTED:

Staff is requesting that the Town Council amend the current Franchise Agreement with Night Heron Park Company, Exhibit "B" to include Bikes.

STATE OF SOUTH CAROLINA)

**AMENDMENT TO AGREEMENT
BETWEEN THE
TOWN OF KIAWAH ISLAND
AND
NIGHT HERON PARK COMPANY**

COUNTY OF CHARLESTON)

WHEREAS, the Town of Kiawah Island and **NIGHT HERON PARK COMPANY** entered into an agreement on March 6, 2018 for the purpose of conducting commercial activities within a defined area of the beach.

WHEREAS, the Town and Night Heron Park Company, wish to amend said agreement in the following particulars:

1. **EXHIBIT B:** This agreement term shall be amended with the addition of bicycles to the list of products leased on the beach and in the ocean by the Franchisee.

All other provisions of the agreement entered into on March 6, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment this 3rd day of September 2019.

WITNESSES

TOWN OF KIAWAH ISLAND

By: _____
Its: Mayor

NIGHT HERON PARK COMPANY

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT

AGREEMENT, entered into this 6th day of March, 2018, by and between the **Town of Kiawah Island** (hereinafter the "Town") and **NIGHT HERON PARK COMPANY** (hereinafter the "Franchisee").

WHEREAS, the Franchisee, which maintains a business address at 1 Sanctuary Drive, Kiawah Island, South Carolina, 29455, desires to enter into a non-exclusive franchise agreement with the Town for the purpose of conducting, within the below defined beach area, certain commercial activities, specifically, the leasing only of those items listed in Exhibit "B" and sale of those items listed in **Exhibit "C"** to this agreement.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. **TERM:** This agreement shall be for a term commencing on the 1st day of April, 2018, and expiring on the 31st day of March, 2021. This Franchise Agreement may be terminated without cause by either party in whole or in part at any time with thirty (30) days written notice.
2. **HOURS OF OPERATION:** The Franchisee may conduct commercial activities (as defined herein) within the beach area seven (7) days per week, between the hours of 8:30 AM and 7:00 PM.
3. **VEHICLES:** Permission is hereby granted from the Town to the Franchisee to bring onto the beach those vehicles which are necessary for the operation of the franchise hereby granted. Prior to use, however, these vehicles must be approved by the Town. No vehicles operated by the Franchisee on the beach shall be driven at a speed in excess of ten (10) miles per hour, unless an emergency situation exists.

Franchisee agrees to limit vehicle usage as much as possible so as to minimize traffic on the beach.

4. **EQUIPMENT:** The Franchisee shall use equipment, materials and supplies that are to be new or in good condition and of the most suitable grade for the purpose intended. The Town of Kiawah shall inspect and approve all equipment prior to use.
5. **AREAS OF OPERATION:** By this agreement, the Franchisee is hereby authorized to operate and conduct commercial activities within the Town of Kiawah Island, provided the Franchisee's operations do not extend into the dunes or on any land located within the area twenty (20) feet seaward of the toe of the primary dune, in the following area:
 - A. The area of beach in front of the Sanctuary located between (-80.09598 longitude and 32.59889 latitude) and (-80.08987 longitude and 32.60047 latitude) marked by white and blue poles and labeled as Kiawah Island Golf Resort in red on the attached map (Exhibit A).
 - B. The Franchisee shall maintain a buffer zone of 25 yards on either end of the boundary of the operation area inward on their property; so as not to interfere with another franchisee's operation on the beach. No franchise activity shall be conducted within this buffer zone.
6. **CONDUCT OF OPERATION:**
 - A. The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of citizens visiting the beach and also for the preservation and enhancement of the beach ecology by strict adherence to the Municipal

Code of the Town of Kiawah Island, as amended. In that regard, such employees shall assist beach visitors to be aware of and adhere to Town Beach Ordinances.

- B.** Franchisee shall provide all employees with a distinctive uniform (shirts and pants) which identifies the employee with the Franchisee. Employees must also wear name tags at all times. Uniforms must be worn at all times while on duty and must be clean and neat in appearance. The uniform must be approved by the Town.
- C.** Franchisee and employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation.
- D.** Franchisee and employees shall thoroughly instruct any potential customers regarding the safe use of any leased water sports equipment.
- E.** Franchisee and its employees shall provide its services in the following manner subject to the specified conditions:

 - (1) Attendants shall be located at those boardwalk accesses deemed appropriate by the Franchisee within the Franchisee's area of operation as defined in Paragraph 4 of this Agreement.
 - (2) Storage boxes and chair racks shall be placed at each attendant's station by the Franchisee. At no time shall any equipment, storage boxes and/or chair racks be placed in the dunes for overnight storage. During the hours of operation, the attendant may place the Franchisee's office umbrella in front of these locations. Emergency radios should be set at a volume so as to be functional but not to

distract or interfere with the enjoyment of the beach by guests, visitors, property owners, or other persons.

- (3) Within reasonable proximity to each attendant's station, a maximum of two setups shall be placed on the beach by the Franchisee's employees. A setup is defined as a beach umbrella and two chairs.
- (4) Guests, visitors, property owners, or other persons may reserve setups at each attendant's station for designated time periods within the discretion of the Franchisee. Reservation of setups shall be dutifully recorded by the attendant. Reserved setups shall be in place by 10:00 a.m. on each day in which the Franchisee operates.
- (5) Reserved setups may be placed by the Franchisee's employees within proximity to each attendant's station, or at other various places within the Franchisees' area of operation during the hours of operation. Additional non-reserved setups may be placed only within reasonable proximity to an attendant's station.
- (6) Setups shall be placed in a uniform, straight line fashion. Setups shall be appropriately spaced so as to allow at least five (5) feet between each setup. The first setup of the attendant's line of setups shall be distanced approximately twenty (25) feet from each boardwalk access.
- (7) Franchisee and its employees understand that the beach is public and any guests, visitors, property owners, or other persons have priority on the use of the beach over the Franchisee's interest in placing setups. At no time will the Franchisee and its employees

request any person on the beach to move or relocate for the sake of its operation, unless such persons are using the Franchisee's services or facilities without authorization.

(8) Other equipment may be leased in accordance with **Exhibit A** and other items may be sold in accordance with **Exhibit B**.

F. Franchisee and its employees shall strive to avoid interfering with the enjoyment of guests, visitors, property owners, or other persons of the public beach areas within the Town of Kiawah Island. At the request of the Town, Franchisee shall alter or amend its operations whenever the Town determines a substantial interference arises between the private enjoyment of persons on the beach and Franchisee's services.

7. **FRANCHISE CONSIDERATION:** During the term of this agreement, including any renewal term, a franchise fee of seven thousand five hundred (\$7,500) Dollars shall be paid by the Franchisee annually to the Town. Said payments shall be made no later than December 31st of each franchise year.

8. **INSURANCE:** Franchisee shall carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit and automobile liability insurance with minimum limits of \$500,000.00/\$1,000,000.00 (or \$1,000,000.00 combined single limit). Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy, and the Franchisee shall deliver to the Town a copy of the policy and any endorsements thereto.

9. **INDEMNIFICATION:**

A. Franchisee shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

B. Franchisee shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Franchisee's employees working at the specified location of operation during the specified hours of operation which may occur, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

10. **NO AGENCY CREATED:** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between Night Heron Park Company and the Town of Kiawah Island, South Carolina, other than that which is expressly stated herein. The Town of Kiawah Island, South Carolina, is interested only in the results to be achieved through this grant of franchise. The

conduct and control of the agents and employees of Night Heron Park Company, and the methods utilized by Night Heron Park Company, in fulfilling its obligations hereunder shall lie solely and exclusively with the corporation and its agents, officers, and directors. Franchisee's employees shall not be considered agents or employees of the Town of Kiawah Island, South Carolina for any purpose. No person employed by Night Heron Park Company, shall have any benefit, status or right of employment with the Town of Kiawah Island, South Carolina.

- 11. **ASSIGNMENT:** Franchisee may assign or transfer its franchise to another entity or person subject to a sixty (60) day notification to the Town Administrator and upon approval in writing from the Town Council.
- 12. **EFFECTIVE DATE:** This agreement shall become effective upon approval by the Town Council.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date and year first above written.

WITNESSES:

TOWN OF KIAWAH ISLAND

By: Craig Weaver
Its: Mayor

NIGHT HERON PARK COMPANY

By: Roger M. Warren
Its: President



EXHIBIT A

Map of Kiawah Island, South Carolina showing the location of beach franchise areas. (Yellow number labels designate the location of markers placed on the beach to delineate boundaries, GPS coordinates found in table to far right.)

LEGEND

- Beachwalker County Park
- Kiawah Island Golf Resort
- Beach Club
- Beach Franchise Area

Point	Longitude	Latitude
1	-80.13825	32.58098
2	-80.13079	32.58568
3	-80.12928	32.58647
4	-80.09598	32.59889
5	-80.08987	32.60047
6	-80.04472	32.60836
7	-80.04286	32.60866
8	-80.02168	32.61097

Beachwalker
County
Park

Windswept
Highrise

The
Sanctuary

Beach
Club

0 1,000 2,000 3,000 4,000

EXHIBIT "B" TO FRANCHISE AGREEMENT

The following is a list of products leased on the beach and in the ocean by the Franchisee.

Umbrellas/Cabanas

Chairs/Lounges

Back-Rests

Floats/Body

Boards Surf

Kayaks

Bicycles

The Franchisee shall take all appropriate and necessary steps to ensure that customers using the above referenced equipment shall utilize the same in a safe manner. The Town Administrator must give approval to the quantity and location of rental of surf kayaks.

EXHIBIT "C" TO FRANCHISE AGREEMENT

The following is a list of products that may be sold on the beach at a stationary location by the Franchisee.

Non-Alcoholic Beverages

Further, the items listed below may be sold and delivered to beach patrons from a duly licensed establishment located off the beach, e.g. on the Sanctuary grounds. Franchisee shall be responsible for all applicable taxes, including, but not limited to sales and hospitality taxes.

Food and Snacks

Alcoholic

Beverages

The Franchisee shall take all appropriate and necessary steps to ensure that any beverages sold meet applicable public health standards and that no used beverage containers remain on the beach.



Tab | 9

TOWN COUNCIL

Agenda Item

2019 Public Safety Committee

Members are appointed by the Mayor and Town Council and serve for one year terms. A member of Town Council shall serve as Committee Chairman. Terms expire January 31st.

Maryanne S. Connelly, Chairman

4927 Green Dolphin Way
Kiawah Island, SC 29455
973-610-4889
Fanwood1@gmail.com

Julie Beier

Northwood Retail
Kiawah Island, SC 29455
(843) 768-6491
jbeier@northwoodretail.com

***Tony Elder**

Kiawah Island Community Association
23 Beachwalker Drive
Kiawah Island, SC 29455
843-768-9194
tony.elder@kica.us

Dwight Williams

95 Wax Myrtle Court
Kiawah Island, SC 29455
(703) 608-9235
DWilliams@greyskylc.com

Yvonne Johnstone

Kiawah Island Golf Resort
Kiawah Island, SC 29455
864-480-2509
yvonne_johnstone@kiawahresort.com

***Bonnie Mac Donald**

146 Hooded Merganser Court
Kiawah Island, SC 29455
978-387-0081
btooshoes@comcast.net

Bill Thomae

112 Governors Drive
Kiawah Island, SC 29455
843-576-4083
william.thomae@yahoo.com

***proposed new members**

ANTHONY J. ELDER

Charleston, SC

Phone: 843.412.2260

E-mail: Tony.J.Elder@Gmail.Com

EXECUTIVE LAW ENFORCEMENT OFFICER

An executive-level law enforcement leader with over 30 years of experience serving the public in varying capacities, including command of the following areas: Patrol Operations, Special Operations, Criminal Investigations, Special Investigations, Task Force Operations, Criminal Intelligence, Crime Analysis, Crime Prevention, Professional Standards Office, and Professional Development and Training. Expertise in leading staff through motivational methods and driving accountability. Proven ability to develop and maintain relationships with key stakeholders, community officials and the general public. Skills in training and developing police officers and investigators, law enforcement leadership, and college-level students.

Areas of Expertise

- | | | |
|--|--------------------------------------|--|
| ▪ Special Event Planning and Management | ▪ Risk Evaluation and Mitigation | ▪ Human Resources Management |
| ▪ All Hazards Event Planning and Management | ▪ Conflict Management and Resolution | ▪ Policy and Procedure Development |
| ▪ Emergency Management Mitigation, Preparedness, Response and Recovery | ▪ Strategic Planning/Analysis | ▪ Crime Prevention/Public Safety |
| ▪ Homeland Security and Regulatory Compliance | ▪ Project Management | ▪ Motivational Leadership |
| ▪ Intergovernmental Relationships | ▪ Internal Complaint Investigations | ▪ Organizational Leadership |
| | ▪ Problem Solving/Critical Thinking | ▪ Field Training/Instruction |
| | ▪ Cross-Agency Communication | ▪ Crowd Control and Management |
| | ▪ Community/Public Relations | ▪ Customer Service and Stakeholder Relations |
| | ▪ Media Relations/Management | |
| | ▪ Budgeting/Cost Management | |

Law Enforcement Leadership Experience

- Executive level command of a Police Department with over 500 employees, which includes 458 sworn law enforcement officers. Currently commanding 360 sworn law enforcement officers.
- Command of the Charleston Police Department in the absence of the Chief of Police.
- Bureau Commander for various divisions, including Operations, Internal Affairs, Criminal Investigations, Narcotics and Vice Investigations, Criminal Intelligence, Crime Analysis, Communications, and Property and Evidence.
- Responsible for internal complaint investigation resolution, including corrective and disciplinary actions
- Incident Commander responsible for planning, staffing, and management of numerous special events, including the annual Copper River Bridge Run for the past 4 years. This specific event involves planning for a 3-day event for up to 45,000 participants utilizing a Unified Command structure. This Unified Command includes a combined staffing of over 400 law enforcement members from local, County, State, and Federal agencies. In addition, this event requires coordination of significant resources from numerous other governmental departments, such as Fire, EMS, and Public Services.
- Spearheaded numerous technology projects to improve situational awareness, enhance operations, increase officer/citizen safety, and reduce crime/fear of crime. These projects include implementation of a Statewide shared intelligence system and record management system, which is currently in use, connecting our department with other local and national law enforcement agencies. Additionally, these projects include implementation of the City's safety and security camera systems, in-car and body worn camera systems, and the exploration of predictive crime analysis tools working with various vendors such as IBM at no cost to the City.
- Drive customer/public service through active communication, professional treatment, and timely resolution to community issues and concerns. Developed and implemented citizen survey for evaluating officer performance.
- Led strategic change initiative responsible for development of a new patrol schedule that ensured the deployment of addition personnel during critical times without cost increases. The development of this new schedule, which has exceeded expectations for numerous years, was accomplished working in collaboration with employees.
- Provided executive level leadership that has contributed to the reduction of crime in the City of Charleston by over 70% in the last 8 years.

- Developed innovative leadership training solutions, which utilizes technology to educate law enforcement leaders, driving successful development of our departmental leadership team.
- Lead and ensured successful critical incident management of numerous significant events. These events required a variety of security, safety and crowd management strategies to achieve desired outcomes. Examples include:
 - **AME Church Tragedy**, which began with management of the initial response and continued with our response and recover for 15 days. While this event involved all of our City leadership team, specifically responsible for running operations as the Operations Section Chief for the City. This event required a significant level of interaction with various individuals, groups and organizational entities such as the White House Staff, Secret Service, Capital Police, State/Local law enforcement, church leadership, local and national media, and management of protests/demonstrations throughout incident and funerals which followed.
 - **October 2015 Mass Flood**, responsible for overall operations as the Operations Section Chief. This required working in close collaboration with city, state, and national entities to ensure overall safety of the community and protection of the City. Responsible for mitigation, response, risk management, and initial recover efforts. Maintained communication and professionalism leading to successful execution of key initiatives and resulting in reduced community impact.

Security/Resort Safety Experience

- Led and directed departmental implementation of extensive citywide wireless Safety and Security Camera system to address Homeland Security concerns and enhance the security of over 4 million visitors and over 120,000 residents in collaboration with Department of Homeland Security.
- Commander of Virginia Beach, Virginia resort oceanfront law enforcement resources. Responsible for ensuring safety and security of vacationers, resort staff members, merchants, and surrounding community residents.
- Evaluated various aspects of risk in the Virginia Beach, Virginia resort oceanfront, including criminal, natural, and financial, to develop and implement proactive solutions to ensure operational soundness and security.
- Provide effective communication with executive leadership and key stakeholders, ensuring operational soundness and clarity of safety/security initiatives in the Virginia Beach, Virginia oceanfront resort area.
- Developed and maintained strong relationships with key vendors and business partners, ensuring successful implementation of state-of-the art technology tools and security systems designed to safeguard personnel, facilities, and organizational assets.
- Maintained communication with resort merchants, parking systems management, restaurant and hotel/motel associations, alcohol beverage control licensing bureaus, ensuring compliance with laws and regulations.
- Worked closely with residents, renters, local business and governing agencies to provide quick, viable resolution to grievance, complaints and escalated disputes.
- Developed working budgets to incorporate required expenditures and forecasting for necessary and/or proposed projects. Provided continual goals and initiatives for reducing costs and generating positive community impacts.

Professional Experience

Deputy Chief of Police, Operations Bureau Commander, Charleston Police Department (2011 – Present)

Deputy Chief of Police, Investigative/Support Services Bureau Commander, Charleston Police Department (2007-2011)

Lieutenant, Night Shift Commander – Second Police Precinct Commanding Resort Operations – Virginia Beach Police (2006 – 2007)

Sergeant, Executive Aide to the Deputy Chief of the Operation Division – Virginia Beach Police (2005 – 2006)

Sergeant, Unit Supervisor – Narcotics Unit – Virginia Beach Police (2000 – 2005)

Sergeant, Uniform Patrol – Second Police Precinct within Resort Area – Virginia Beach Police (1999 – 2000)

Police Officer/Detective – Suffolk Virginia Police; Virginia Beach Police (1985 – 1999)

Education & Specialized Training

PhD, Criminal Justice with Specialization in Emergency Management

WALDEN UNIVERSITY | Minneapolis, MN | *Currently Pursuing Degree*

Earned Post Graduate credit in Business with Specialization in Criminal Justice

NORTH CENTRAL UNIVERSITY | Prescott Valley, AZ |

Earned Post Graduate credit in Education: Organizational Leadership and Information Technology
NOVA SOUTHEASTERN UNIVERSITY | Fort Lauderdale, FL

Master of Science in Criminal Justice
TROY STATE UNIVERSITY | Troy, AL

Bachelor of Arts in Criminology
SAINT LEO UNIVERSITY | Saint Leo, FL; Cum Laude

Senior Executive Level Law Enforcement Training
Senior Management Institute of Police (Police Executive Research Forum)
Chief Executive Leadership (Southern Police Institute)
Leadership in Crisis Training Program (Homeland Security/FEMA)
Special Weapons and Tactics Leadership Development (National Tactical Officers Association)

Department of Homeland Security and Incident Management Training
Weapons of Mass Destruction, National Incident Management System, Incident Management and Unified Command System, FEMA Introduction to Incident Management Systems, ICS for Single Resources and Initial Action Incidents, Intermediate ICS for Expanded Incidents for Operational First Responders, Resource Management, Communications and Information Management, Intrastate Mutual Aid, Advanced ICS for Command and General Staff, Publication Information Systems

Key Coursework

Intelligence and Law Enforcement Integration in Homeland Security
Strategic Planning
Leadership Coaching and Organizational Change
West Point Leadership Faculty Development
The Leader as Agent and Guide
Administrative Law
Organizational Theory
Administration of Criminal Justice
Current Trends in Criminal Law
Principles of Administration
Criminological Theory
Juvenile Justice
Survey of Public Administration

Adjunct Faculty Higher Education Teaching Experience

Tidewater Community College
Trident Technical Community College
Saint Leo University
The Citadel

Professional Affiliations

South Carolina Intelligence and Technology Committee
International Association of Chiefs of Police
Police Executive Research Forum
Fraternal Order of Police
National Tactical Officers Association

Town of Kiawah Island
Public Safety Committee
4475 Betsy Kerrison Parkway
Kiawah Island SC 29455

To Whom It May Concern:

August 16, 2019

I am respectfully applying for the vacant position on the Public Safety Committee. I am a fulltime resident and property owner on Kiawah Island. I have an extensive professional background in public safety consisting of 30 years of honorable employment with the Massachusetts Parole Board reporting to the Commonwealth's Executive Office of Public Safety.

My formal education, experience, and training:

- Bachelor of Science Degree in Criminal Justice from Northeastern University.
- Master's Degree in Public and Community Service from University of Massachusetts, Boston.
- Upon graduation, I worked at a number of Massachusetts' state prisons interviewing inmates that would be suitable for parole release and made formal written recommendations to the Parole Board.
- Acted as a parole officer for 15 years managing and supervising a caseload of over 60 parolees, in addition to the apprehension, arrest, and transport to prison upon the violation of parole.
- Co-partnered, authored, and assisted numerous local police departments and criminal justice agencies in the creation of grants to aid in parolee re-entry efforts.
- Promoted to the rank of Parole Supervisor, a position that I held for 5 years. This position entailed the management of the daily operations of a regional office and the supervision of 6 parole officers being responsible for over 250 parolees. I was one of the two the highest-ranking women in the Parole Board Department of Field Services.
- I had the responsibility of authorizing parole violation warrants for the arrest and detainment of parolees, which required extensive knowledge of due process and the Massachusetts General Law Burden of Proof as applicable to parolees.
- Held board positions at various treatment centers developing relationships with those providers that helped to secure employment and housing for parolees, as an alternative to incarceration.
- Participated in many round table discussions throughout the commonwealth regarding the opioid epidemic, possible solutions, and "how to manage" discussions.

Based on my knowledge, experience, and continuing dedication to public safety, I believe that I will be an asset to the committee. Please contact me with any additional questions.

Bonnie C. Mac Donald
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Kiawah Island SC 29455
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