



# Town of *Kiawah Island*

## Mayor

Craig E. Weaver

## Council Members

Maryanne Connelly

Daniel Prickett

Klaus Said

Chris Widuch

## Town Administrator

Stephanie Monroe Tillerson

## TOWN OF KIAWAH ISLAND TOWN COUNCIL MEETING

Via Live Streaming  
May 5, 2020; 2:00 PM

### AGENDA

- I. Call to Order:
- II. Approval of Minutes:
  - A. Minutes of the Town Council Meeting of April 7, 2020 [Tab 1]
  - B. Minutes of the Special Call Town Council Meeting of April 8, 2020 [Tab 2]
- III. Mayor's Update:
- IV. Old Business:
  - A. To Consider Approval of **Ordinance 2020-04** - An Ordinance to Amend the Municipal Code of the Town of Kiawah Island, South Carolina, Article 15 - General Offenses, CHAPTER 3 – Offenses Against Public Safety, Sec. 15-306. - Prohibited Noise – **Second Reading** [Tab 3]
- V. New Business:
  - A. To Consider Approval of the 2020 Kiawah CCSO Permanent Deputy Contract [Tab 4]
  - B. To Consider Approval of the Amendment to CCSO Off-Duty Deputy Contract [Tab 5]
  - C. To Discuss the Kiawah Island Parkway Landscaping Project [Tab 6]
  - D. To Consider Approval of Charitable Grant Funding Amounts [Tab 7]
  - E. To Consider Amending the Town of Kiawah Island Emergency Ordinance 2020-02 [Tab 8]
- VI. Town Administrator's Report:
- VII. Council Member:
  - a. Committee Updates
  - b. General Comments
- VIII. Executive Session:
- IX. Adjournment



Tab | **1**

**TOWN COUNCIL**

**Agenda Item**

**Town of Kiawah Island**  
**TOWN COUNCIL MEETING**  
Live Streamed  
April 7, 2020; 2:00 PM

**Minutes**

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

II. **Pledge of Allegiance**

**Present at the meeting:** Craig Weaver, Mayor  
Chris Widuch, Mayor Pro Tem  
Maryanne Connelly, Councilmember  
Dan Prickett, Councilmember  
Klaus Said, Councilmember

**Also Present:** Stephanie Tillerson, Town Administrator  
Joe Wilson, Town Attorney  
Stephanie Braswell Edgerton, Town Communications Manager  
Dorota Szubert, Town Treasurer  
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.**

III. **Approval of Minutes:**

A. Minutes of the Town Council Meeting of March 3, 2020

***Councilmember Connelly made a motion to approve the minutes of the March 3, 2020, Town Council Meeting. The motion was seconded by Mayor Pro Tem Widuch, and the minutes were unanimously approved.***

B. Minutes of the Special Call Town Council Meeting of March 25, 2020

***Councilmember Prickett made a motion to approve the minutes of the March 25, 2020, Special Call Town Council Meeting. The motion was seconded by Councilmember Connelly, and the minutes were unanimously approved.***

C. Minutes of the Special Call Town Council Meeting of March 30, 2020

***Councilmember Said made a motion to approve the minutes of the March 30, 2020, Town Council Meeting. The motion was seconded by Councilmember Prickett, and the minutes were unanimously approved.***

IV. **Mayor's Update:**

Mayor Weaver indicated there would be a change in the agenda with the removal of New Business – Item B – the first reading of Ordinance 2020-03. He indicated he received a communication from Clemson University, who is working on behalf of the State, notifying him that it was the position of the State that local municipalities do not have the authority to regulate the use of pesticides. Mayor Weaver stated that while not being able to discuss the item at this time, it is important and strongly supported by both Council and residents. He indicated the largest number citizens' comments

received prior to the meeting expressed their support of the agenda item. Mayor Weaver requested that over the next month that Mr. Wilson review the communication and advise Council on his opinion.

Mayor Weaver commented on the Governor's latest *Stay Home or Work* order. He indicated that while the substance of the actions taken by the State has been within the guidelines, the order is meant to address concerns that the State had not taken the necessary action to limit activities.

Mayor Weaver stated that having had a short time to review the order, it was evident that the order established regulations that specifically limited the occupancy in stores. Stores will have to establish a maximum occupancy based on specific criteria and the responsibility to monitor the occupancy in the store.

Mayor Weaver stated that in a conversation with the management of the Freshfields grocery store, they have indicated the occupancy limit has been determined and the intention to include special markings in the store to encourage social distancing. He added that the store believes the Town's support in limiting the number in groups will be helpful while managing entrance into the store and will be considered later in the discussion under new business items.

Mayor Weaver stated the Governor's *Stay Home or Work* order conveys an important message in terms of the behavior of residents by asking them to limit their movements outside their home except for work and essential activities. He noted that the order did not imply confinement to home and encouraged engagement in basic activities such as exercise and recreation while making no changes in the businesses allowed to remain open.

Mayor Weaver reviewed the two actions taken by Council last week to limit Short-Term Rentals (STR). The first restricting the advertising of rental occupancy during the period through May 15<sup>th</sup> and the second by barring the check-in of new rentals. He stated that it had been revealed that compliance with the actions is troublesome and, in some cases, there is a struggle with enforcement. He clarified that while the greater majority of rental owners are acting responsibly, those individuals renting on Airbnb and VRBO are failing to comply with the Ordinance. He indicated code compliance officers have been issuing citations for actively advertising, actively renting, or found to be operating without a current business license, all in direct violation of the emergency ordinance and STR policies. Mayor Weaver stated that violators are being pursued because; first, the emergency ordinances were put in place to address public safety concerns and to limit the Town's potential exposure for the virus being brought onto the island. Second, it is unfair to the majority of rental owners, who have complied with the Ordinance and are now frustrated that some are taking advantage. He noted that in response to those issues, the consideration of possible amendments would be discussed during the new business items.

**V. Citizens' Comments (Agenda Items Only):**

Mayor Weaver addressed emails received prior to the meeting.

**VI. Old Business:**

None

**VII. New Business:**

**A. Discussion of the Town's Deer and Rodent Management**

Mr. Jordan reviewed the report on the current Kiawah deer population, which shows a 58% increase in the last two years. In 2019, there is an estimated population of 900 deer or 111 deer per square mile, and the highest numbers to date. The increase has been attributed to a record fawn survival



rate over the past four years, caused by a decline in the bobcat population. He noted that without predators, the deer population is likely to increase for the foreseeable future.

Mr. Jordan explained the two main strategies used by communities to address reducing and managing deer populations.

- **Fertility Control;** Very Expensive, was conducted by the Town in previous years with limited success, and not a viable long-term population management technique in free-ranging deer.
- **Lethal Removal;** Hunting is not viable on the island. Sharpshooting, State permit and tags required are valid September 15<sup>th</sup> to March 1<sup>st</sup>, Specialized equipment needed to hunt at night and not make a lot of noise, under the permit all meat must be donated to a charitable organization.

Mr. Jordan reviewed the recommendation for a proposed deer management program. The program would reduce and maintain Kiawah's deer population at or below 80 deer per square mile. The removal of a recommended 100 deer would utilize sharpshooting with the work to be conducted at night under a state permit with suppressed weapons at pre-scouted locations only. He then reviewed the cost of the program, the first year, which would include the cost of the required equipment, at \$200.00 per deer (\$20,000.00), and additional years at \$100.00 per year.

Discussion included the solicitation of services by a bid from other vendors, the removal of 100 deer decreasing the population to the targeted 80 deer per square mile, dissemination of the pre-scouted locations, safety issues during the removal, public concern over the rising deer population.

Mr. Jordan addressed each of the discussion points, indicating that Seabrook has utilized the same program, with the same protocol being recommended, for many years to maintain their deer population. When questioned on the selection of the vendor, Mr. Jordan indicated that with 26-years of experience, he felt he was qualified to be running the program.

Mayor Weaver asked when communicating the benefit and importance of the proposed program in his evaluation of how the ecological drivers and impact were weight against the public health impact. Mr. Jordan stated that a deer resident survey performed in October 2019 showed the primary concern of residents as public safety - deer-vehicle collisions. Secondary concerns included Lyme diseases and landscape shrubbery damage. He stated that justification for the proposed program is 100% public safety and public health.

Mayor Weaver questioned if Council is to consider the recommendation as onetime culling of the island the deer population or as a long-term program to establish a target population limit, and as monitoring continued, would prompt another evaluation and consideration if the limit is reached. Mr. Jordan indicated that his recommendation would be for a long-term program with the hope that the current issue is temporary, and over time the island can recover its natural predation system.

Councilmember Prickett made a motion for the Town to adopt a population of 80 deer per square mile and take appropriate action to keep deer numbers in that vicinity long-term while continuing to monitor the population, including a specific program in the fall of this year to cull approximately 100 deer. Councilmember Said seconded the motion.

Councilmember Prickett expressed his confidence in the experience of Mr. Jordan to conduct such a program, noting his long history on the island and understanding that nature is not in balance now. Having Mr. Jordan lead, conduct and manage the program, in his opinion, would be a very smart move. Councilmember Said and Mayor Pro Tem Widuch both agreed with Councilmember Prickett. Councilmember Connelly stated that the discussion would give residents a chance to express their thought on the program. She expressed her displeasure with the idea of shooting deer, despite the deer population being a problem, she wished there was another solution.

***Following further discussion, the motion on the deer management program was passed by a 4 to 1 vote with Councilmember Connelly voting “no.”***

- B. To Consider Approval of *Ordinance 2020-04* - An Ordinance to Amend the Municipal Code of the Town of Kiawah Island, South Carolina, Article 15 - General Offenses, CHAPTER 3 – Offenses Against Public Safety, Sec. 15-306. - Prohibited Noise – *First Reading***

Mayor Weaver stated the Town currently has a long-standing noise ordinance in place similar to the one the Community Association has in place. The Ordinance prescribes certain occasions when you cannot disturb the peace, along with prohibitions loud speaker, barking dogs, yelling, and shouting. He indicated that over the past year an issue has arisen calling into question the language in the current Ordinance which states, *“In addition, sound that is audible beyond the real property boundaries of the dwelling unit where sound emanates is prohibited between the hours of 11:00 p.m. and 7:00 a.m. daily”* but does not describe the kind of sound, or how long the sound can take place, just referred to any sound.

Mayor Weaver indicated that a current situation involved a facility that had equipment related to the business that constantly ran at night, disturbing the neighbors in the adjoining properties. The establishment worked at length to try to alleviate the sound levels. Despite the improvements, the zero levels could not be achieved and not satisfactory to residents in the adjoining properties. From the standpoint of the residents, the Town’s Ordinance indicates that no sound can be audible, the noise continues to be a violation, and the Town is not enforcing its Ordinance. He explained there is not a rational way for the Town to take the position that any sound that emanated across property lines is a violation, making the current Ordinance virtually unenforceable.

Mayor Weaver stated that reviewing other communities’ ordinances the recommendation was made to include in the language a specific decibel limit that related only to nighttime noise. Mayor Weaver stated that there are several alternatives for decibel levels, so the Town Attorney, along with the building services group, was charged with researching and make a recommendation to Council on the change in the policy and the decibel level to be included.

The recommended change in the language would state, *“In addition, any sound that registers more than 60 dB(A) at the nearest complainant’s property line is prohibited between the hours of 10:00 p.m. and 11:00 a.m. daily. Decibels are measured on the “A” weighted network scale.”* Mr. Wilson stated that from a legal standpoint it was better to have an objective measurement of a decibel level with the 60 dB(A) a placeholder that can be adjusted by Council. He referenced a chart which indicated the most common night limit at 50, with the majority between 45 and 60. He also noted he used the nearest complainant’s property line for measurement but could be changed if Council requested to do so.

***Councilmember Connelly made a motion to approve the first reading of Ordinance 2020-04 - An Ordinance to Amend the Municipal Code of the Town of Kiawah Island, South Carolina, Article 15 - General Offenses, CHAPTER 3 – Offenses Against Public Safety, Sec. 15-306. - Prohibited Noise. The motion was seconded by Councilmember Prickett.***

Councilmember discussion included the importance of having a noise ordinance that is enforceable. Readings taken on the island average into the 30s and 40s, with only a few above 50. Councilmembers agreed on the language change and to set the decibel level at 60.

***Following the discussion, the motion to approve the first reading of Ordinance 2020-04 was unanimously passed.***

C. To Consider Amending Emergency Ordinance 2020-02, Section 6, Related to Penalties for Violation of the Emergency Ordinance

Mayor Weaver indicated the agenda item was for discussion purposes and did not include any proposals to vote on. The purpose was to discuss issues that have come across since the COVID-19 actions were taken by the Town and if there are any additions required. If it is determined that changes to the Emergency Ordinance are in order, a Special Call Town Council meeting can be scheduled to vote on any amendments.

Mayor Weaver stated the first discussion was regarding the grocery store. He explained earlier that the Governor's latest order would require the store to monitor and keep the occupancy level at what is believed to be 78 people. The intent is to have one entrance and one exit. When the occupancy level is reached, additional shoppers will be lined up outside the store and allow to enter and others exit. It has already been requested that families, groups, or multiples only have one person enter the store to avoid overcrowding. As part of the Town's Emergency order, the store would be in a better position to enforce the requirement and could also make use of a code compliance officer or other support.

Mr. Wilson indicated that the Town has the ability and is within its police powers and would require another amendment to the current 2020-02 Emergency Ordinance. Councilmembers agreed with supporting the store by giving them the ability to enforce the requirement of one shopper per group by amending the Emergency Ordinance. It was also suggested that a deputy is in the vicinity for assistance if needed.

Mayor Weaver stated the second issue was regarding Short-Term Rentals (STR). He stated that since the Town further extended the prohibition on booking and advertising of rentals along with suspending new check-ins on the island to May 15<sup>th</sup>, great efforts have been made by the Community Association in modifications and changes in the pass system to ensure there more controlled access to the island. He indicated that it was found that there are still large numbers of property owners who are not only advertising their rentals but have found to have a complete willingness to rent. With most of the violators on VRBO and Airbnb, the ability to identify those individuals is troublesome because the property owner and address are not listed.

Mayor Weaver stated that additionally Council action addressed STR, being 28 days or less, but did not look at long-term rentals, which are now happening more frequently. These rentals booking occupancy between now and May 15<sup>th</sup> can not be stopped with the current Emergency Ordinance. The sudden increase in long-term rentals not covered in previous Council actions is contrary to what was trying to be accomplished when stopping the influx of short-term rentals to restrict access to the island. The discussion included very strong views on the individuals still booking rentals, the use of long-term rentals as a means to circumvent the short-term moratorium, violations that have been issued along with their possible penalties, the acknowledgment that there are legitimate long-term rentals, and verification of long-term rentals. Following further discussion, Councilmembers agreed to support an amendment to the Emergency Ordinance to include rentals 90 days or less in duration with an occupancy before May 15<sup>th</sup>.

Mayor Weaver explained that an additional issue that has come up is an existing rental that wants to extend their stay but would have to move to a different availability. He noted this was originally accepted, but with the requests having grown substantially, he is now asking for Council input. Councilmembers agreed that an existing rental contract may be extended, provided it is for the same location.

D. To Discuss the Emergency Ordinance 2020-02, Regarding Short-Term Rentals and Social Distancing

Mayor Weaver stated that Town has been aggressively issuing tickets for clear violations of Town Ordinances and asked for a clarification of the fines and penalties for those violations.

Mr. Wilson began by stating that there will be a revision of Section 6 of the Ordinance to clarify that the only violations that will be charged by the Town will be limited to civil fines and not include criminal actions except under the state code. As currently, the structure allows for assessment of the typical monetary fine and imprisonment. The word imprisonment will be removed under Kiawah's code, making the fine as civil infractions and adding language that people are still subject to civil and criminal penalties under state law and under the Governor's orders. He noted that before and after the changes, the Town will still have the ability to suspend or revoke a business license. Mr. Wilson indicated that that language could be added to the emergency order that would make the suspension of revocation immediate.

Mayor Weaver proposed that during the period, all net fines collected by the Town are earmarked and at the end of the crisis are donated to a legitimate non-profit established charity that will be chosen. It was agreed to add language to the emergency ordinance.

#### **E. Review of the Fiscal Year 2020-2021 Draft Budget (Expenses Only)**

Before reviewing the draft budget expenses, Ms. Szubert reviewed an updated of the revenue predictions for the current year. She also reviewed and explained the larger variances:

1. \$162K in the contract with CCSO related to the timing of billing from CCSO. We had a positive variance in FY19 budget in that line item.
2. \$289K in STR Code Enforcement cost. The contract for after-hours code enforcement on the island was signed after the budget was adopted. This cost is offset with the STR license application fees.
3. \$261K in consulting line item. This variance is mostly attributable to the following: engineering contract for KI Parkway resurfacing was approximately \$60K higher than budgeted, contract with Dennis Corporation in the amount of \$28K, and the contract with HR&A for \$154K were signed after budget approval.
4. \$1.9M in Capital Outlay (infrastructure) line item. This variance is attributable to the KI Parkway repaving project being complete in this fiscal year. This project is funded partially from the capital reserves.

Ms. Szubert presented and reviewed each of the expenditures in the Draft FY 2020-2021 Budget.

During the discussion of the salaries expense, Ms. Szubert review proposed changes to personnel cost:

1. **Optional Deferred Compensation Match Program -401(k) or 457(b)**
  - Currently, the Town contributes 50% of eligible (after one year of employment) employee's contribution to 401(k) plan up to \$3,000.
  - The current cost to the Town is \$20,554
  - Employee Benefits Workgroup is proposing the following changes:
    - o Add an option of 457(b) plan as offered by PEBA
    - o Increase the Town contribution from 50% to 100% and increase contribution amount from \$3,000 to \$5,000.
    - o The change would result in an approximately \$19K increase in the Town's cost, with the assumption employees will double their participation.
2. **Health Insurance**
  - Currently, the Town participates in the health plan offered by the State and follows the premium rates recommended by PEBA. Additionally, the Town funds part of the employees' portion of the premium.
  - The current cost to the Town, including an increase in premiums of 6.73% effective 1/1/21, is \$137,629 for the Employer premium and \$26,233 for the subsidy.
  - The staff is proposing a change to funding amount to have 20/80 employee/employer participation in full health insurance premium. This change will result in the health insurance cost decrease for the Town in the amount of \$20,409.
  - To help offset the increase in the premiums for employees, the staff is proposing a onetime salary adjustment

for single, employee and spouse and employee and child subscribers in the amount of the difference resulted from this change. The cost of the adjustment for the Town will be approximately \$28K (\$1,330 per employee).

**3. Christmas Bonus**

- The Employee Benefits workgroup is proposing a set amount for a Christmas gift of \$300 (net). The total cost for the Town would be \$5,700.

**4. Employee Assistance Program**

- AEP provides access to counseling services for the Town employees and their family members. The annual cost of the program is \$2,625.

**5. Maternity/Paternity Leave**

- New policy: The Town will offer paid parental leave for up to 8 weeks to enable employees to care for and bond with a newborn or newly adopted child.

Following the DFT FY20-21 Budget presentation and discussion, Mayor Weaver expressed his concern that in the current economic environment, the revenues will not make to the projections, and that the additional expenditures budgeted for next year will require more adjustment. Ms. Szubert indicated that she would prepare the financial statements for the next meeting, and better projections may give a better feel for what can be budgeted.

Mayor Weaver indicated that with the current uncertainties in the revenues, he would like to suggest to Ms. Tillerson and Mayor Pro Tem Widuch, Chairman of the Ways and Means Committee, to operate on a little bit tighter and delayed timeframe for approving of the budget. Aiming for the Ways & Means Committee review and approval of the budget at the May meeting, the first reading at the normally scheduled June Town Council meeting with the second reading scheduled for 15 days later. He also requested that Ms. Szubert and Mayor Pro Tem Widuch conduct a careful review be done on the draft budget revenues and expenses to produce a recommended budget along with a worst-case budget for presentation to the Ways and Means Committee meeting in May.

**VIII. Town Administrator's Report:**

No Report

**IX. Council Member:**

- a. Committee Updates
- b. General Comments

Councilmember Connelly stated at a previous meeting there was a question about the AirMedCare Network, and where it served. She stated the network has 320 locations throughout the United States in 38 states, and those can be found on their website.

Mayor Weaver indicated that in his comment on the rentals he wanted to be absolutely clear that in the time spent talking about those individuals that are violating Town Ordinances, he does not want to sound like out of perspective relative to the 1300 to 1400 hundred rentals that there is every reason to believe that the majority of short-term rental property owners have been excellent through the process, they understand the rationale for the decisions the Town made, they have participated readily. He noted that the major property managers have been very cooperative and very helpful.

Mayor Weaver stated there was a question asking if there was anything in the Governor's latest order that would impact the use or access of people to the Kiawah Beach. He indicated that the answer was "no." He clarified that unlike other communities that have public beaches, Kiawah has a private beach except for Beachwalker County Park. As a consequence, all of the beach accesses are also private. The Governor's earlier action that closed public accesses impacted communities with public beaches.

**X. Citizens' Comments:**

None

**XI. Executive Session:**

None

**XII. Adjournment:**

*Councilmember Said motioned to adjourn the meeting at 5:22 p.m. The motion was seconded by Councilmember Connelly and carried unanimously.*

Submitted by,

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

Approved by,

\_\_\_\_\_  
Craig E. Weaver, Mayor

\_\_\_\_\_  
Date



Tab | 2

**TOWN COUNCIL**

**Agenda Item**

Town of Kiawah Island  
**TOWN COUNCIL MEETING**  
Live Streamed  
April 8, 2020; 11:00 am

**Special Call Meeting**

**Minutes**

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

**Present at the meeting:** Craig Weaver, Mayor  
Chris Widuch, Mayor Pro Tem  
Maryanne Connelly, Councilmember  
Dan Prickett, Councilmember  
Klaus Said, Councilmember

**Also Present:** Stephanie Tillerson, Town Administrator  
Joe Wilson, Town Attorney  
Stephanie Braswell Edgerton, Town Communications Manager  
Petra Reynolds, Town Clerk

**II. New Business:**

- A.** To Consider Approval of the Amendment of **Ordinance 2020-02** – Regarding Short-Term Rentals and Current Rentals, Donation of the Net Amount of Fines Collected by the Town Related to Rentals, Temporarily Suspending the Franchise Agreement with Island Beach Services, Penalties for Violation of the Emergency Ordinance, and Take Additional Measures to Protect the Public.

Mayor Weaver indicated this meeting was a follow up to yesterday's Town Council meeting. At the meeting, there was a discussion of several different measures that the Council wanted to consider adding to Emergency Ordinance 2020-02. He stated that one action was related to support the Freshfields grocery store concerning their operations, and the other all have to do with addressing issues encountered regarding short-term and, ultimately, long-term rentals.

Mayor Weaver stated that Ms. Tillerson and Mr. Wilson worked into the evening to capture yesterday's discussion and make the amendment to the Ordinance. Reviewing one paragraph at a time, a summary of the language change will be given to make sure that it reflects what the Councilmembers were trying to accomplish.

**Paragraph 6** – Mr. Wilson explained that the language which deals with punishments for Short-Term Rental violations was changed to reflect that punishments were limited to Civil infractions under the Kiawah Town Ordinance. He clarified that civil infractions could include civil fines or the revocation or suspension of a business license. He also clarified that civil or criminal penalties under state or federal law, including violations referenced in the Governor's executive order, are available to the Town. Councilmembers agreed to the changes.

**Paragraph 7** – no changes

**Paragraph 8** – Ms. Tillerson stated that the Short-Term Rental definition was extended to 90 days or less. She noted that the effective date remaining on April 4<sup>th</sup> or changed to another date would have to be discussed and approved by the Council. She stated that in addition, the language provides that guests that are currently checked-in can extend their rental if they remain in the same property, under the same name, and the same company. It does not prohibit an owner from coming to stay



on their property or if they have a guest, not a renter, staying at the property. Mayor Weaver clarified the explanation of the rental extension by adding that if the renter is in a situation where the property they are renting is no longer available, they will not be allowed to move to a new property. The move would be considered a new booking and not allowed by a prior action. Councilmembers discussed and agreed to the rental extension changes.

Mayor Weaver indicated that the other change in the paragraph revising the definition of Short-Term Rental was in reaction to the sudden number of rentals that were over thirty days. Technically not a Short-Term Rental allowing those to continue was inconsistent with the original intent to stop new rental on the island. Discussion of the effective date pointed out that with an effective date of April 4<sup>th</sup>, any booked rental that has not yet arrived, will not be allowed to check-in. Since this is a recent change, members discussed the many variables involved with any potential arrivals settling on an effective date of April 4<sup>th</sup> with the addition of a process that would allow an exceptional circumstance appeal to the Town providing documentation. Councilmembers discussed and agreed to the definition and effective date changes.

**Paragraph 9** – Mayor Weaver explained that the Freshfields grocery store is under a requirement to regulate the occupancy and monitor the number of people in the store. The limit may require restricting access and holding people outside until there is availability for them to enter. The store has requested a requirement to limit the number of people from a single-family or group to one-person with exceptions being made in those instances where assistance is required. The provision would allow the store the ability to enforce the one-person rule. Councilmembers discussed and agreed to the one-person regulation changes.

**Paragraph 10** – Mayor Weaver explained that the intent of the language was not to eliminate or otherwise unduly impact Island Beach Services’ business but try to deal with an issue on the beach. The concern was that the commercial activity on the beach was not consistent with the Governor’s order to promote and motivate people to stay at home. It does not suspend Island Beach Services’ business. However, it restricts them from doing business on the beach while still allowing them to deliver rentals to homes or driveways similar to other entities on the island. He noted that the effective date would be at 5:00 pm on April 9, 2020. Councilmembers agreed to the language changes.

**Paragraph 11** – Mr. Wilson explained that this language is almost repeat of the violations paragraph but expands to include all items in the emergency orders and violations of the orders. It clarifies the listing of the civil fines and the revocation or suspension of a business license under the Kiawah Ordinance and, in addition, could face any civil or criminal penalties under State law. Councilmembers discussed and agreed to the language changes.

**Paragraph 11** – Ms. Tillerson explained that as requested by Council, all net fines paid to the Town for violations of this Emergency Ordinance will be earmarked and donated to a nonprofit or charitable organization to be chosen at a later date. Councilmembers agreed to the language changes.

***Councilmember Connelly made a motion to approve Ordinance 2020-02 as amended. The motion was seconded by Councilmember Said and Was unanimously approved.***

Councilmember Said commented on the hard work done by Jan Fox and her team in tracking compliance of the Emergence Orders.

Councilmember Prickett again pointed out that a vast majority of owners have done an excellent job in trying to follow the spirit, as well as the letter of the law. Unfortunately, individuals are doing what they are doing in attempting to circumvent the law and putting people in harm’s way. He thanked

all those who are renting and following the guidelines the Town has set forth along with the rules that are out there.

**III. Adjournment:**

*Mayor Pro Tem Widuch motioned to adjourn the meeting at 11:02 pm. The motion was seconded by Councilmember Connelly and carried unanimously.*

Submitted by,

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

Approved by,

\_\_\_\_\_  
Craig E. Weaver, Mayor

\_\_\_\_\_  
Date



Tab | 3

**TOWN COUNCIL**

**Agenda Item**

TOWN OF KIAWAH ISLAND

**ORDINANCE 2020-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF KIAWAH ISLAND AMENDING  
SECTION 15-306 (NOISE) OF THE KIAWAH ISLAND CODE OF ORDINANCES**

The Town Council of the Town of Kiawah Island, South Carolina, duly assembled, hereby ordains that the Kiawah Island Code of Ordinances be amended as follows:

**Sec. 15-306. - Prohibited noise**

A person shall be guilty of disturbing the peace when, within the town limits, he makes, continues, or causes to be made or continued, any loud noise of such character, intensity, and/or duration as to disturb, injure, and/or endanger the comfort, repose, health, peace, or safety of others within the town limits. In addition, any sound that registers more than 60 dB(A) at the nearest complainant's property line is prohibited between the hours of 11:00 p.m. and 7:00 a.m. daily. Decibels are measured on the "A" weighted network scale "dB(A)" using a sound level meter of standard design and having characteristics established by the American National Standards Institute. Loud and/or unnecessary noises in violation of this section include, but are not limited to, the following acts:

- (1) *Loudspeakers, amplifiers, paging systems.* The playing, using, operating or permitting to be played, used or operated, any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the community streets of the town or upon the private property of another. This section does not prohibit the reasonable use of amplifiers or loudspeakers in the course of public addresses which are commercial in character or community-sponsored events, provided said events end by 11:00 p.m.
- (2) *Domestic animals, birds.* The keeping of any dog, cat, bird, or other animal which habitually barks, howls, chirps, yelps, or cries on a continual or frequent basis over an extended period of time so as to materially disturb persons in the vicinity who are of ordinary sensibilities.
- (3) *Yelling, shouting.* Yelling, shouting, feuding, whistling, or singing on the streets or recreational areas of the town, between the hours of 11:00 p.m. and 7:00 a.m., or at any time and place as to disturb the peace, quiet, comfort or repose of persons in any office, dwelling, or other type of residence.

(Code 1993, § 15-306; Ord. No. 2003-8, 1-1-2005)

**MOVED, APPROVED AND ADOPTED THIS 5<sup>TH</sup> DAY OF MAY, 2020.**

\_\_\_\_\_  
**Craig Weaver, Mayor**

**ATTEST:**

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

1<sup>st</sup> Reading: April 7, 2020

2<sup>nd</sup> Reading: May 5, 2020



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**TOWN COUNCIL**

**Agenda Item**

STATE OF SOUTH CAROLINA ) INTERGOVERNMENTAL AGREEMENT  
 )  
 ) FOR  
COUNTY OF CHARLESTON ) LAW ENFORCEMENT PATROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT PATROL SERVICES, dated the \_\_\_\_\_ day of April 2020, is made by and between the County of Charleston (“County”), the Town of Kiawah Island (“Town”), and the Charleston County Sheriff’s Office (“CCSO”).

**WITNESSETH:**

WHEREAS, the Town has heretofore maintained an elevated level of professional police protection for the benefit of the citizenry of the Town through an off-duty law enforcement services agreement with the Charleston County Sheriff's Office, and

WHEREAS, the Town is desirous of maintaining a high level of competent professional police services in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, CCSO has agreed to render to the Town a high level of professional police services, and the Town is desirous of contracting for such service upon the terms and conditions hereinafter set forth, and

WHEREAS, the County of Charleston is made a party to this Agreement pursuant to its duties and obligations contained in S.C. Code Ann. § 4-9-30.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

- 1.1 DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the content otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):
- 1.2 AGREEMENT. "Agreement" shall mean this Agreement for Law Enforcement Services between the Town, County, and the CCSO.
- 1.3 BASIC LAW ENFORCEMENT SERVICES. "Basic Law Enforcement Services" shall mean the basic contract of law enforcement services to be provided by CCSO pursuant to this Agreement as more particularly described on the attached Schedule "A".
- 1.4 CONSIDERATION. "Consideration" shall mean the quarterly payment and other amounts payable by the Town hereunder in consideration of the Services performed by CCSO.
- 1.5 PATROL UNIT. "Patrol Unit" shall mean one uniformed officer and all standard police support equipment.
- 1.6 INITIAL COSTS. "Initial Costs" are those costs set forth in Schedule "B" that are payable one time per deputy sheriff provided for in this Agreement.



- 1.7 RECURRING COSTS. "Recurring Costs" are those costs set forth in Schedule "B" that shall be paid to County quarterly in accordance with Article VII of this Agreement.

## **ARTICLE II**

### **GENERAL AGREEMENT TERMS**

- 2.1 **CONTRACTOR RELATIONSHIP.** Town hereby retains the CCSO as an independent contractor to provide the Services within the Town Boundaries subject to the terms and conditions contained herein.
- 2.2 **NO PARTNERSHIP.** The relationship between the Town and the CCSO shall be solely as set forth herein. No party shall be deemed the employee, agent, partner or joint venture of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other, or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the Town nor the CCSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the Town and the CCSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The Town and the CCSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

### **ARTICLE III**

#### **TERM**

3.1 **TERM.** This Agreement shall commence on January 1, 2020 and shall continue thereafter for one year (the "Term"), and automatically renew annually unless otherwise terminated as set forth herein. Upon each automatic renewal, the same terms and conditions contained herein shall apply, subject to applicable financial adjustments as may be agreed to by and between the parties.

3.2 **TERMINATION.** Either Town or CCSO may terminate this Agreement with 90 days written notice. Upon termination of this Contract, the obligations of CCSO to provide law enforcement services shall be in accordance with South Carolina law. Termination under this section shall be considered termination for convenience and the terminating party shall not be entitled to damages, with the exception of any unpaid fees or costs. Those rights and obligations under this Contract, which, by their nature should survive, shall remain in effect after termination, suspension, or expiration thereof.

### **ARTICLE IV**

#### **GOOD STANDING**

4.1 **GOOD STANDING.** The Charleston County Sheriff's Office warrants that all deputies assigned to the Town for police services during the pendency or term of this Agreement are in good standing with the CCSO.

## **ARTICLE V**

### **STAFFING AND LEVELS OF SERVICE**

5.1 **STAFFING.** CCSO shall schedule, provide and employ the personnel necessary to provide the services within the Town Boundaries in accordance with the articles of this Agreement and outlined in Schedule "A." CCSO shall have the sole responsibility and control over setting policy, procedures, standards and all other matters related to performing the Services within the Town Boundaries by CCSO deputy sheriffs.

5.2 **KIAWAH ISLAND ASSIGNMENT CHANGES.** The CCSO shall maintain duty assignments in accordance with existing command and control structure of the Sheriff's Office, as well as established policies and procedures. CCSO will utilize its best efforts to maintain a consistent assignment of personnel to the Town of Kiawah Island.

5.3 **NO EMPLOYMENT RESPONSIBILITY.** No CCSO employees assigned pursuant to this Agreement shall be considered employees of the Town for purposes of retirement benefits, insurance benefits, compensation and/or any status or right. Accordingly, the Town shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, or other compensation, contributions to retirement fund, insurance premiums, workmen's compensation, vacation or compensatory time, sick leave benefits or any other incidents of employment to any CCSO employee whatsoever arising out of CCSO's employment of such Deputy Sheriffs and such Deputy Sheriff's performance of the services.

5.4 **SUPERVISORY OFFICER AND COORDINATION.** At all times during the Term, CCSO shall designate a Supervisory Officer at the rank of Sergeant or above to exercise

authority and supervision over the deputy sheriffs assigned to the Town. The Supervisory Officer shall meet and confer with the Mayor, Town Manager, or their designees as needed, for the purpose of maintaining the viability and vitality of this Agreement, as well as ensuring that specific Town concerns regarding public safety are addressed as may be necessary and appropriate. If circumstances dictate that the supervisory officer herein will change, the CCSO will use its best efforts to provide the Town with reasonable notice of such reassignment.

## **ARTICLE VI**

### **MUNICIPAL COURT**

6.1 **DEPUTY APPEARANCE AT COURT.** All deputy sheriffs appearing in the Municipal Court shall adhere to the standards set forth in the CCSO Policies and Procedures Manual. All deputy sheriffs shall make every reasonable effort to notify the Court in the event of their delay, absence, or request for continuance of a pending case.

6.2 **OFFENSES TO BE HEARD IN MUNICIPAL COURT.** All municipal level traffic, criminal, and boating related offenses occurring within the Town Boundaries shall be scheduled before the Municipal Court by Deputy Sheriffs assigned to the Town pursuant to this agreement, except where there is a conflict of interest, in which case the matter shall be assigned to the Johns Island Magistrate Court.

6.3 **PROSECUTION.** The Town shall appoint competent counsel to prosecute all matters before the court in which a jury trial is requested, and no Deputy Sheriff shall be responsible for prosecution of a matter before a jury. The parties agree that the Charleston County Attorney's Office shall have no role in such Municipal Court

prosecution, but that the Town Attorney for the Town of Kiawah or his designee will handle such prosecution on behalf of the Town.

## **ARTICLE VII**

### **CONSIDERATION**

7.1 **CONSIDERATION.** In consideration of the services provided hereunder, the Town agrees to pay the Recurring Costs specified in Schedule B to County in equal quarterly installments commencing at the end of the first full quarter after the initial staffing pursuant to the Agreement. Should the term commence or end on other than the first or last day respectively of a calendar quarter, the quarterly installment due for said quarter shall be prorated accordingly. CCSO and the County shall provide the Town with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The increase shall be calculated on the total recurring consideration paid in the prior fiscal year. The Parties agree and understand that each shall make every reasonable effort to limit the annual increase in the Consideration and shall consider an increase only when other alternatives are insufficient to meet the needs of the Parties under the terms and conditions of this Agreement. The "Initial Costs" specified in Schedule B shall be paid to County in a single sum with the first quarterly payment following execution of this Agreement.

7.2 **SERVICE CREDITS.** The above stated Consideration for services to be provided is agreed to based upon CCSO providing the services at the levels stated within this agreement. The Town shall be entitled to a credit for a minimum level of service not attained for that quarter, which shall be deducted from the Consideration payment. Said

credit shall be applicable only when the level of service is less than ninety percent (90%) for any calendar month, and shall be calculated by deducting the applicable percentage for each such month from one-third of the quarterly Recurring Costs.

7.3 **ANNUAL REVIEW.** On an annual basis or at the request of either party, the Town and CCSO will review current service levels and proposed service level alterations.

The proposed Consideration shall be determined after the completion of the Annual Review that will occur simultaneous to the annual budget process.

7.4 **SERVICES RENDERED STATEMENT.** The CCSO shall provide to the Town, on a quarterly basis, a bill for services budgeted for annually. A monthly report (Exhibit "C") for each month in the quarter shall be provided to support the billing detailing the percentage of time spent by each position identified in this Agreement and its amendments.

## **ARTICLE VIII**

### **REPORTS**

8.1 CCSO shall deliver reports as outlined in Exhibit "C" according to the schedule contained therein.

## **ARTICLE IX**

### **INSURANCE**

9.1 CCSO OBLIGATIONS. The County and CCSO shall maintain general tort liability, automobile, and workers' compensation insurance policies in the amounts as established by State statute and/or County policy. The County and CCSO shall maintain these

insurance policies throughout the Term. The cost of these insurance policies shall be the sole obligation of the County and the CCSO.

## **ARTICLE X**

### **MISCELLANEOUS**

10.1 **DEFAULT.** The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party").

10.2 **PAYMENT.** Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, insurance or any other obligations, within thirty (30) days after such is due hereunder, or

10.3 **REMEDIES.** Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

10.3.1 Terminate and cancel this Agreement; or

10.3.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or

10.3.3 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof, or

10.3.4 Pursue any other remedy now or hereafter available under the laws of the State of South Carolina.

10.5 **SEVERABILITY.** If any provision, covenant, agreement, or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, all provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

10.6 **WAIVER.** No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a. waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder.

10.7 **FORCE MAJEURE.** If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of personnel shortage, strikes, lock-outs, labor troubles, wars, civil commotion, Acts of God, governmental restrictions or regulations or interferences, fires, natural disaster, or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.



10.8 **AMENDMENT.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, and by the execution of such written amendment by the Parties or their successors in interest.

10.9 **ENTIRE AGREEMENT.** This Agreement, and the exhibits attached hereto, set forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

10.10 **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10.11 **NO THIRD PARTY RIGHTS.** The Parties acknowledge that nothing under this Agreement creates a right of action for any person or entity, and that this Agreement does not create or otherwise permit third party beneficiary rights or related causes of action. It is further acknowledged that the parties hereto are governmental entities providing these services in a governmental capacity. Accordingly, it is agreed that the parties are sovereigns that are, to the extent permitted by the South Carolina Tort Claims Act, and other applicable law, protected by sovereign immunity with respect to all acts and omissions related hereto.

10.12 **ADDITIONAL COOPERATION.** The Parties agree to enact, follow, and enforce such ordinances, rules, policies, and regulations as may be necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**CHARLESTON COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Sheriff J. Al Cannon, Jr.

**COUNTY OF CHARLESTON**

By: \_\_\_\_\_  
Chairman, Charleston County Council  
ATTEST:

\_\_\_\_\_  
Clerk of Council

**TOWN OF KIAWAH ISLAND**

by: \_\_\_\_\_  
Mayor, Town of Kiawah Island  
ATTEST:

\_\_\_\_\_  
Clerk of Council

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

### SCHEDULE A

1. CCSO shall provide two (2) staffed patrol units concurrent with CCSO Day Patrol Shifts seven days per week. The area of patrol, as covered by this Agreement, is the area encompassed within the town limits for the Town of Kiawah Island. The Town of Kiawah Island may provide for additional deputy sheriffs as per its existing or future Off-Duty agreement with CCSO.
2. The assignment is for four (4) deputies in total.
3. Patrol units, to the extent possible, will be identifiable (officers and patrol vehicles) as CCSO law enforcement officers, and the vehicles will be marked to the extent possible with Kiawah Island (KI) initial or name at the rear or where appropriate.

# AGREEMENT FOR LAW ENFORCEMENT SERVICES

## SCHEDULE B

<b>Charleston County Sheriff's Office</b>			
<b>1.14.2020 Revision</b>			
		<b>1 Deputy Sheriff (40h per Week)</b>	
		<b>Cost</b>	<b>Recurring Cost</b>
<b>Personnel</b>			2%
Salary		43,118	43,980
Holiday Pay	(12 Holidays)	1,990	2,030
Fringe Benefits	44.50%	20,073	20,475
<b>Annual Salary</b>		<b>65,181</b>	<b>66,486</b>
<b>Operating Cost</b>			
Uniforms		5,200	-
Training		200	-
Body Camera/Digital Camera		1,100	-
Weapons		5,500	1,200
Mobile Data Terminal/CAD/Hand Held Scanner		8,500	550
Vehicle Equipment (brackets. Lights, partition, stop stick)		6,225	-
Console		540	-
Radar		2,200	-
Preemployment Screening		140	-
Radio Maintenance Fee		2,400	2,400
Printer (in vehicle)		250	-
Wireless Tech ISF Charges		805	805
Dues & Memberships		30	30
Fuel /Maintenance		15,000	15,000
Vehicle (SUV)		36,500	-
Mobile Radio		6,500	-
Portable Radio		4,500	-
In Car Camera		5,500	-
<b>Total Operating Cost</b>		<b>101,090</b>	<b>19,985</b>
<b>Total Cost -One (1) Deputy Sheriff</b>		<b>166,271</b>	<b>86,471</b>

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

### SCHEDULE C

1. Crime statistics
2. Number of calls (total and per unit)
3. Average response time
4. Number of arrests
5. Number of tickets issued
6. Other statistics as may be agreed upon or requested



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**TOWN COUNCIL**

**Agenda Item**

## **CHARLESTON COUNTY SHERIFF'S OFFICE**

**EMPLOYER:** Town of Kiawah Island

**TELEPHONE NUMBER:** 843-768-9166

**ADDRESS:** 21 Beachwalker Drive, Kiawah Island, SC 29455

**PERSON CONTRACTING SERVICES:** Mayor Craig Weaver

**TYPE OF BUSINESS:** Local Government

**DUTIES TO BE PERFORMED:** Police Protection, Traffic Control, Emergency Response

**DAYS AND HOURS OF EMPLOYMENT:** 24 Hour Coverage, 7 Days per Week, Year-Round

**CONTRACT TERM:** January 1, 2020 to December 31, 2020 (Amended April 2020)

**PERMANENT OR TEMPORARY:** Temporary

**NO. OF DEPUTIES NEEDED:** 2 deputies – 2<sup>nd</sup> shift

2 deputies – 3<sup>rd</sup> shift

2 Additional Deputies from 8:00a.m. to 4:00 p.m. weekends

Commencing the Friday before Memorial Day through Labor Day

**COORDINATOR FOR CCSO:** Captain Donald Martin / Lt Christopher Brokaw

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### **STIPULATIONS OF CONTRACT**

1. Deputies are contracted at an hourly rate of **\$30.00 per hour**. The contract requires the number of Deputies as stated above per shift for two shifts per day, at a rate of \$30.00 per hour. The normal workweek for Deputies shall be equivalent to forty-three (43) hours per week. Additionally, a fee of \$10.00 per deputy per shift for vehicle and equipment usage will need to be made payable to Charleston County.

2 <sup>nd</sup> Shift	4:00 pm to 12:00 am
3 <sup>rd</sup> Shift	12:00 am to 8:00 am

#### **HOLIDAY PAY:**

During the following holidays; **New Year's Day, Easter, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Black Friday, Christmas Eve, Christmas and New Year's Eve**, Deputies will receive pay based on time and a half **\$45.00 per hour**.

- **Labor Day, Memorial Day** - beginning with the 1<sup>st</sup> shift on Saturday and ending with the 2<sup>nd</sup> shift on Monday.
  - **4<sup>th</sup> of July** - beginning with the 1<sup>st</sup> shift prior to the holiday and ending with the 2<sup>nd</sup> shift of the day following the holiday.
2. Coordinators for the Town of Kiawah Island's off-duty employment detail will be paid at a rate of \$35.00 per hour for work performed to coordinate, manage and oversee the activity of deputies assigned to the Town of Kiawah Island. Compensation paid for coordination activity will not exceed \$29,120 in total during the term of this agreement and \$18,200 to any individual coordinator. The Town will receive prior notification (within 30 days) if either of the coordinators is to be changed.
  3. All employers contracting with the Charleston County Sheriff's Office must provide Workers' Compensation coverage. A copy of the secondary employer Workers' Compensation Policy must accompany the contract when requesting deputies for off-duty employment. If the employer does not have Workers' Compensation Insurance, the Sheriff's Office will provide the coverage for the secondary employer at the rate of \$7.00 per one hundred dollars of salary. This amount will be calculated by and payable to the Sheriff's Office prior to the commencement of the secondary employment.
  4. Deputies of the Charleston County Sheriff's Office engaged in off-duty employment of a police nature may be employed only within the legal boundaries of Charleston County, may not perform tasks other than those of a police nature, and may not enforce any rule or order of an employer

governing customer behavior of the employer's premises where the customer's conduct does not constitute a violation of law. Additionally, deputies will not be permitted to engage in any employment which would be in violation of any county, state, or federal law.

5. All deputies of the Charleston County Sheriff's Office must always be available to respond to police emergencies. The Sheriff's Office is the primary employer of all sworn deputies of this Department, and the requirements of the Department will take precedence over any secondary or private employment of an off-duty deputy. In an emergency, deputies will leave his/her private detail at the direction of Charleston County Sheriff's Office Communications and will respond whenever needed.
6. The Charleston County Sheriff's Office reserves the right to inspect payroll records of deputies employed by private contractors. The purpose of any such inspection will be to ascertain the hours a deputy is working to protect the best interest of the county and the deputy based on an evaluation of the total number of hours worked by the deputy. Failure to maintain proper payroll records will be cause for cancellation of the contract.
7. The Charleston County Sheriff's Office warrants that the deputies referred for part-time employment under this contract are in "good standing," as determined by the CCSO. The Town of Kiawah Island assumes no responsibility for any deputy misconduct outside his/her authorized scope of duties.

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I, the undersigned, understand all of the above requirements of the Charleston County Sheriff's Office as related to the employment of off-duty deputies by private employers and do hereby agree to abide by these regulations. I further understand that a minimum 24-hour notice of cancellation must be given to the Charleston County Sheriff's Office; otherwise, I will be responsible for the fees associated with a minimum four-hour contract.

**APPROVED:**

**TOWN OF KIAWAH ISLAND**

**CHARLESTON COUNTY SHERIFF'S OFFICE**

**Craig Weaver, Mayor**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE/EMPLOYER

\_\_\_\_\_  
OPERATIONS CHIEF/DESIGNEE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
DATED





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**TOWN COUNCIL**

**Agenda Item**



1060 E. Montague Ave. Ste. 315  
N. Charleston, SC 29405  
843.733.3325  
osdla.com  
Email: evan@osdla.com

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May 4, 2020

Kiawah Island Town Council  
4475 Betsy Kerrison PKWY  
Johns Island, SC 29455

RE: Kiawah Island Parkway Landscape Repairs - Design Team Recommendations:

### **History / Vision:**

In the Fall of 2019, The Town of Kiawah Island set forth a vision to repair the section of the parkway starting at the main traffic roundabout at Freshfields, and continuing 2.5 miles to the front gate. Along with the roadway improvements, the Town recognized the importance of repairing damaged portions of the landscape and as well as replacing sections with more sustainable and ecologically beneficial plant material. The design team, along with a team of experts from Kiawah was tasked with developing a landscape plan that honored the “Grow Native” Kiawah Island initiative.

The landscape design solution, enthusiastically approved by all parties, included native grasses, numerous plants that attracted indigenous pollinators, a number of canopy trees to replace those removed during roadway construction as well as a significant reduction of lawn. Due to the length of the parkway and the sheer size of the areas that needed to be repaired, the design team and client understood the landscape repair would be a sizable investment.

### **Process:**

The landscape design team began their design process and provided the town with (2) conceptual master plans that allowed the design team to determine the general direction of the landscape design. After the initial presentation, the client unanimously agreed to proceed with a more decorative approach to the roundabout, allowing more lawn to be incorporated around the circle. However, portions of lawn along the parkway would be significantly reduced and replaced with native ornamental grasses, pollinators plants and native shrubs. A number of large trees would need to be removed for the widening of the parkway in certain areas, so an equal to greater amount of smaller, replacement canopy trees would be planted along the parkway. Views into the natural woodlands and out through to the marsh would be opened, allowing visitors to enjoy as much of the natural landscape as possible.

After the final conceptual master plan was adopted, the design team was tasked with incorporating public input into the final plans, and created a community survey which received over 350 responses, largely in support of the project. The plans were reviewed multiple times and were eventually approved by the board.

The design team then created detailed construction drawings based on the approved conceptual plans in order to create an opinion of probable cost, and eventually have landscape contractors price for installation. Multiple local landscape contractors were consulted regarding maintenance, irrigation, availability of plant material and overall installation cost. The design team presented all of this information to the board and the preliminary landscape construction drawings were approved to be finalized on February 11th, 2020, with the additional request that the final construction documents be delineated into the 4 following areas:

Area 1 - The Roundabout and Freshfields

Areas 2&3 - The landscape from Freshfields to Mingo Point

Area 4 - The landscape from Mingo Point to the main gate

### **Projected Cost:**

As part of the construction drawings, the design team estimated that all of the repairs to the roadside landscape, irrigation, clean up and tree replacement would cost approximately \$750,000.

The final approved construction drawings were publicly bid and two of the six bidders submitted bids that were well below anticipated costs - \$616,760.70 from Artigues Landscape & Maintenance LLC, and \$648,157.88 from The Greenery LLC. The low bidders revealed that the current economic situation influenced them to bid well below recent market values.

### **Options moving forward:**

1. Move forward with the entire project and award the bid to the low bidder, Artigues Landscape Group.
2. Move forward with the entire project and award the bid to the second lowest bidder, The Greenery. This option is being entertained by the design team due to The Greenery's history with this landscape and because they are currently maintaining the Parkway.
3. Move forward with portions of the project with either bidder.
4. Delay the project until current economic concerns are relieved.
5. Move forward with The Greenery, not installing all that was designed, but enough to fill a few gaps and stitch the current landscape back together.

### **Recommendation:**

OSD strongly recommends option 1 above. Artigues Landscape won the public bid and provided the most competitive price to repair and install the needed landscape. Artigues has committed to not exceed any of the allowances. In addition, Artigues and the Greenery have agreed to work together to repair the irrigation as needed and to be in close communication during the 1 year warranty period so that plant material can be replaced as needed. Maintenance was not part of the Request for Proposals and should not influence the awarding of the bid.

Since The Greenery's bid was \$31,397.18 higher than Artigues' bid, and the fact that they currently maintain the parkway should not influence contractor selection, OSD does not recommend Option 2, as Artigues and The Greenery are equally qualified to complete the landscape repair.

Delaying the project or significant portions of the project will, at a minimum, negatively impact the visual appeal of the parkway before the 2021 PGA Championship. Landscape should be installed as soon as possible so that the plant material, especially the ornamental grasses, can increase in height and density before the tournament.

Delaying the project or portions of the project will create significant cost increases. Contractors will not hold the unit prices of the plant material, irrigation, soil amendments or mulch. Tree replacement, road edge and irrigation repairs will still be necessary.

If only portions of the project can be funded at this time, areas 2 and 3 should be completed first. These areas are currently the most disturbed. Both the roundabout and area in front of the front gate could be replaced at a later date. However, we anticipate that costs would increase significantly to complete areas 1 and 4 at a later date. In addition, areas 1 and 4 do not currently communicate the Grow Native vision the town wants to promote.

An important factor that should be taken into consideration - Kiawah has developed a reputation over the last 40 years as having one of the most beautiful natural landscape on the east coast. Kiawah Island's landscape has impressed visitors, been enjoyed by homeowners and has added an incalculable amount of value to Kiawah Island real estate. Kiawah's brand heavily relies on its beautiful natural landscape. It is important to understand that the parkway is the foyer of Kiawah Island, where more than 1 billion dollars has been and continues to be invested on the island. Significant value engineering to this project could have a long lasting negative impact with current residents and with first time visitors.

Therefore, OSD strongly recommends against option 5. The Town of Kiawah has invested a significant amount of time, labor and money into the design of a landscape that accomplishes the Grow Native vision in an aesthetically pleasing way. To water down that design and allow unsupervised design changes to be implemented by the maintenance contractor would undermine the integrity of the design and not accomplish the goals of the town.

<div><div>Kiawah Island Parkway Bid Comparisons</div><div>Kiawah Island Parkway Kiawah Island, SC</div><div><div><div>od</div><div>OUTDOOR SPATIAL DESIGN</div><div>LANDSCAPE ARCHITECTURE</div></div></div></div>						
AREA 1						
Item Description	Artigues	Greenery	Yellowstone	Pleasant Places	Baytree	Three Oaks
Demolition						
Spraying and grubbing of sod areas	\$2,400.00	\$2,550.00	\$1,500.00	\$8,281.00	\$10,902.00	\$13,635.00
Cleanup of woodland / marsh edges	\$2,200.00	\$1,680.00	\$1,500.00	\$3,004.00	\$2,398.00	\$1,350.00
Site Prep						
Soil Amendments	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Fine Grading of Beds +/- 1"	\$1,250.00	\$6,285.00	\$1,750.00	\$4,578.00	\$1,256.00	\$7,250.00
Removal of Geoweb aggregate for planting	\$800.00					
Plant Material						
Total Plant Material Cost	\$73,495.25	\$78,359.00	\$90,983.80	\$87,424.75	\$95,428.25	\$90,446.50
Irrigation/ Mulch						
Irrigation Allowance (updates to existing)	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Double Shredded Hardwood Mulch (3")	\$12,400.00	\$7,156.25	\$25,575.00	\$21,200.00	\$20,075.00	\$39,000.00
Tree Staking			\$288.00			
TOTAL AREA 1	\$140,545.25	\$144,030.25	\$169,596.80	\$172,487.75	\$178,059.25	\$199,681.50
AREA 2						
Item Description	Artigues	Greenery	Yellowstone	Pleasant Places	Baytree	Three Oaks
Demolition						
Spraying and grubbing of sod areas	\$2,350.00	\$7,950.00	\$1,500.00	\$13,715.00	\$7,478.00	\$28,575.00
Cleanup of woodland / marsh edges	\$2,475.00	\$4,550.00	\$4,500.00	\$4,975.00	\$16,616.00	\$5,390.00
Site Prep						
Soil Amendments	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Fine Grading of Beds +/- 1"	\$1,500.00	\$12,235.00	\$1,750.00	\$11,559.00	\$4,077.00	\$15,250.00
Removal of Geoweb aggregate for planting	\$1,200.00					
Plant Material						
Total Plant Material Cost	\$173,684.85	\$176,730.59	\$185,508.10	\$202,859.00	\$218,428.75	\$232,694.00
Irrigation/ Mulch						
Irrigation Allowance (updates to existing)	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
Double Shredded Hardwood Mulch (3")	\$28,000.00	\$34,350.00	\$61,380.00	\$53,500.00	\$65,725.00	\$110,500.00
Tree Staking			\$1,152.00			
TOTAL AREA 2	\$281,209.85	\$307,815.59	\$327,790.10	\$358,608.00	\$384,324.75	\$464,409.00
AREA 3						
Item Description	Artigues	Greenery	Yellowstone	Pleasant Places	Baytree	Three Oaks
Demolition						
Spraying and grubbing of sod areas	\$2,200.00	\$7,125.00	\$1,500.00	\$3,516.00	\$4,193.00	\$14,500.00
Cleanup of woodland / marsh edges	\$2,100.00	\$1,120.00	\$2,000.00	\$1,275.00	\$5,408.00	\$800.00
Site Prep						
Soil Amendments	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Fine Grading of Beds +/- 1"	\$1,350.00	\$10,685.00	\$1,750.00	\$3,072.00	\$315.00	\$7,600.00
Removal of Geoweb aggregate for planting	\$1,850.00					
Hardscaping						
Plantation Mix Pathway	\$7,080.00	\$7,200.00	\$7,640.00	\$8,400.00	\$4,800.00	\$9,600.00
Steel Edging	\$2,640.00	\$3,620.10	\$3,300.00	\$2,310.00	\$2,970.00	\$2,805.00
Plant Material						
Total Plant Material Cost	\$37,533.25	\$36,726.95	\$47,221.10	\$53,833.50	\$51,564.25	\$57,311.00
Irrigation/ Mulch						
Irrigation Allowance (updates to existing)	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Double Shredded Hardwood Mulch (3")	\$12,000.00	\$11,450.00	\$13,640.00	\$21,200.00	\$20,625.00	\$59,800.00
Tree Staking						
TOTAL AREA 3	\$96,753.25	\$107,927.05	\$107,051.10	\$123,606.50	\$119,875.25	\$182,416.00
AREA 4						
Item Description	Artigues	Greenery	Yellowstone	Pleasant Places	Baytree	Three Oaks
Demolition						
Spraying and grubbing of sod areas	\$1,850.00	\$835.00	\$1,500.00	\$3,709.00	\$5,965.00	\$9,500.00
Cleanup of woodland / marsh edges	\$2,000.00	\$350.00	\$1,200.00	\$1,346.00	\$0.00	\$0.00
Site Prep						
Soil Amendments	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Fine Grading of Beds +/- 1"	\$1,300.00	\$3,245.00	\$1,750.00	\$3,426.00	\$127.00	\$5,500.00
Removal of Geoweb aggregate for planting	\$1,000.00					
Plant Material						
Total Plant Material Cost	\$50,302.35	\$51,292.49	\$64,608.70	\$65,784.00	\$69,515.50	\$69,720.50
Irrigation/ Mulch						
Irrigation Allowance (updates to existing)	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Double Shredded Hardwood Mulch (3")	\$11,800.00	\$2,662.50	\$16,940.00	\$15,850.00	\$17,875.00	\$38,480.00
Tree Staking			\$240.00			
TOTAL AREA 4	\$98,252.35	\$88,384.99	\$116,238.70	\$120,115.00	\$123,482.50	\$153,200.50
BID SUMMARIES						
AREA 1	\$140,545.25	\$144,030.25	\$169,596.80	\$172,487.75	\$178,059.25	\$199,681.50
AREA 2	\$281,209.85	\$307,815.59	\$327,790.10	\$358,608.00	\$384,324.75	\$464,409.00
AREA 3	\$96,753.25	\$107,927.05	\$107,051.10	\$123,606.50	\$119,875.25	\$182,416.00
AREA 4	\$98,252.35	\$88,384.99	\$116,238.70	\$120,115.00	\$123,482.50	\$153,200.50
TOTAL ALL AREAS	\$616,760.70	\$648,157.88	\$720,676.70	\$774,817.25	\$805,741.75	\$999,707.00

# Kiawah Island Parkway Landscape Bids

	ARTIGUES	BAYTREE	GREENERY	THREE OAKS	YELLOWSTONE	PLEASANT PLACES
<b>Area 1</b>	\$140,545.25	\$178,059.25	\$144,030.45	\$199,681.50	\$169,596.80	\$172,487.75
<b>Area 2</b>	\$281,209.85	\$384,324.75	\$307,815.59	\$464,409.00	\$327,790.10	\$358,608.00
<b>Area 3</b>	\$96,753.25	\$119,875.25	\$107,927.05	\$182,416.00	\$107,051.10	\$123,606.50
<b>Area 4</b>	\$98,252.35	\$123,482.50	\$88,584.99	\$153,200.50	\$116,238.70	\$120,115.00
<b>TOTAL</b>	<b>\$616,760.70</b>	<b>\$805,741.75</b>	<b>\$648,358.08</b>	<b>\$999,707.00</b>	<b>\$720,676.70</b>	<b>\$774,817.25</b>



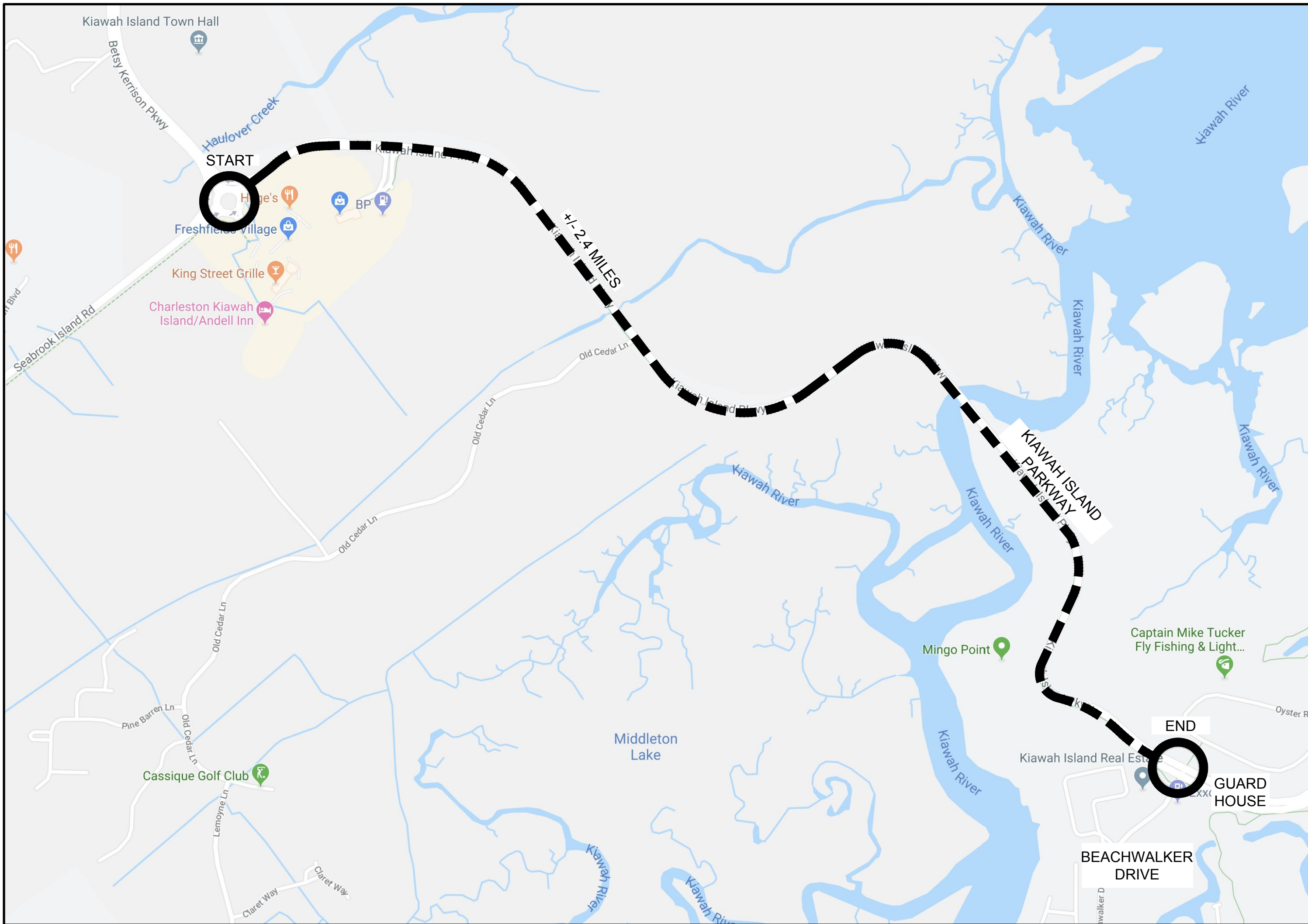
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# KIAWAH ISLAND PARKWAY LANDSCAPE PLANS

## SHEET INDEX

L01	COVER
L02	TILE PLAN
L03	AREA PLAN
L1-L13	PLANTING PLANS
L14	POLLINATOR MIX REFERENCE INFO
L15-L16	PLANT SCHEDULES - AREAS 1-4
L17	PLANTING DETAILS & NOTES

## VICINITY MAP - NOT TO SCALE KIAWAH ISLAND, SC



### LIS OF REVISIONS:

- CORRECTED BOTANICAL NAME OF SALTMEADOW CORDGRASSON SHEETS L15, L16 TO "SPARTINA PATENS"

### GENERAL NOTES:

- BASE INFORMATION INCLUDING BUT NOT LIMITED TO STREETS, RIGHT-OF-WAYS, PROPERTY LINES, AND TOPOGRAPHY WAS OBTAINED FROM McCORMICK TAYLOR. OUTDOOR SPATIAL DESIGN, LLC ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION SHOWN HEREIN.
- CONTRACTOR TO VERIFY ALL INFORMATION CONTAINED HEREIN PRIOR TO SUBMITTING BIDS AND NOTIFY LANDSCAPE ARCHITECT OR OWNER OF ANY DISCREPANCY PRIOR TO SUBMITTING BID.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL CODES. CONTRACTORS SHALL ACQUIRE AND PAY FOR ALL PERMITS, LICENSES, TAXES AND FEES REQUIRED. ALL CONTRACTORS SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SERVICES, TOOLS, AND MISCELLANEOUS ITEMS REQUIRED FOR A FULLY COMPLETE PROJECT.
- WHERE CONFLICT OCCURS BETWEEN CONSTRUCTION PLANS, SPECIFICATIONS, AND/OR FIELD CONDITIONS, CONTRACTOR IS TO CONTACT LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO SUBMITTING BID.
- CONTRACTOR TO ENSURE THAT ALL APPLICABLE CONSTRUCTION AND LAND DISTURBANCE PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING ANY WORK.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING CONSTRUCTION WITH UTILITY COMPANIES, ADJACENT LAND DEVELOPMENTS OR OTHER AFFECTED THIRD PARTIES.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WORKING ON SITE.
- CONTRACTOR TO DELIVER, STORE AND HANDLE PRODUCTS USING MEANS AND METHODS THAT WILL PREVENT DAMAGE, DETERIORATION AND LOSS, INCLUDING THEFT AND VANDALISM.
- CONTRACTOR RESPONSIBLE FOR FINAL CLEANING AND REPAIR OF DAMAGED PROPERTY OR PRODUCTS TO THE SATISFACTION OF THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR SOIL, EROSION, AND DUST CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION. THE LANDSCAPE CONTRACTOR SHALL PREVENT EROSION OF SOIL AND ENTRY OF SOIL-BEARING WATER AND AIRBORNE DUST ONTO ADJACENT PROPERTIES AND INTO THE PUBLIC STORMWATER FACILITIES.

### SAFETY NOTES:

- DURING THE CONSTRUCTION AND MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS SHALL BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL.
- LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN HIS/HER OWN SAFETY EQUIPMENT IN ACCORDANCE WITH HIS/HER HEALTH AND SAFETY PROGRAM AND ALL OTHER APPLICABLE LEGAL AND HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING ITS EMPLOYEES AND SUB-CONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES AND SUB-CONTRACTORS' EMPLOYEES COMPLY WITH ALL APPLICABLE REQUIREMENTS. CONTRACTOR SHALL REMAIN IN COMPLIANCE WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS THE ENVIRONMENTAL PROTECTION LAWS. THE FOLLOWING IS NOT TO BE PERCEIVED AS THE ENTIRE SAFETY PROGRAM BUT JUST THE BASIC REQUIREMENTS.
- ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AN REGULATIONS. PARTICULAR ATTENTION MUST BE PAID TO THE CONSTRUCTION STANDARDS FOR EXCAVATIONS, 29 CFR PART 1926, SUBPART P.
- THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) MUST BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMAN FROM HAZARDS WITHIN THE PROJECT LIMITS.
- ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE US DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION. ALL SOUTH CAROLINA AMENDMENTS SHALL APPLY.
- IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR LANDSCAPE ARCHITECT WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

### UTILITY NOTES:

- CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE UTILITY LOCATOR SERVICE, SOUTH CAROLINA 811, TO LOCATE ALL EXISTING UNDERGROUND ELECTRICAL AND TELEPHONE UTILITIES. THE GENERAL CONTRACTOR SHALL ALSO INCLUDE A PRIVATE UTILITY LOCATING SERVICE IN THEIR BID. CONTRACTOR TO SCHEDULE ALL MARK OUTS PRIOR TO ANY DEMOLITION OR CONSTRUCTION.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS WHERE ADDITIONAL UNDERGROUND UTILITIES MAY EXIST. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES BOTH KNOWN AND UNKNOWN.



THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS SIGNED AND SEALED BY THE LANDSCAPE ARCHITECT OF RECORD AND STAMPED "APPROVED FOR CONSTRUCTION." USE OF THIS DRAWING FOR QUANTITY TAKE-OFFS AND PRICING IS PRELIMINARY UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.



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KIAWAH ISLAND  
PARKWAY  
KIAWAH ISLAND, SC

REVISIONS	DATES
SITE REVIEW	10.31.19
OPC SET	01.23.20
ARB REVIEW SET	03.09.20
PUBLIC BID	04.07.20
REVISION 1	04.14.20

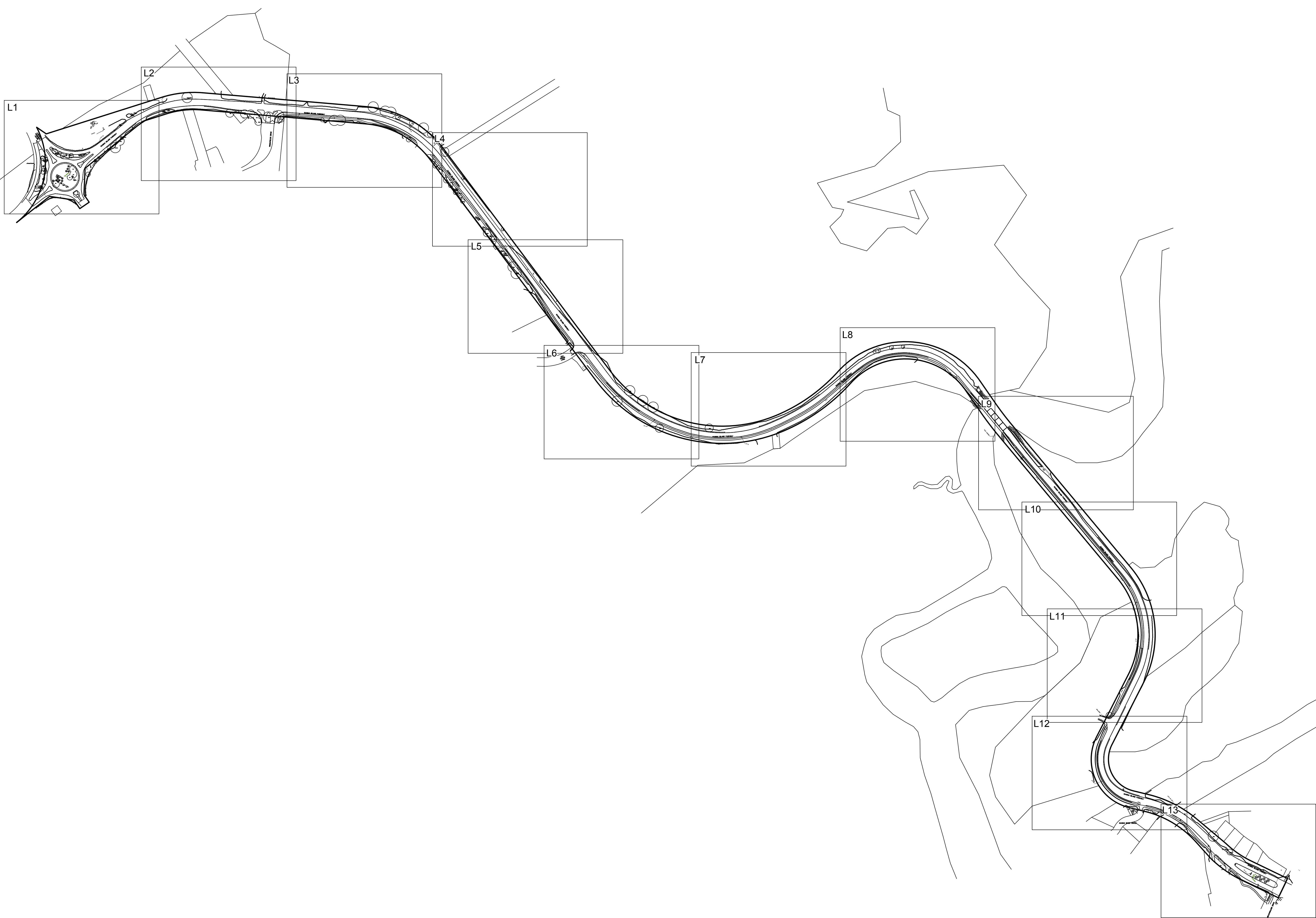
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COVER

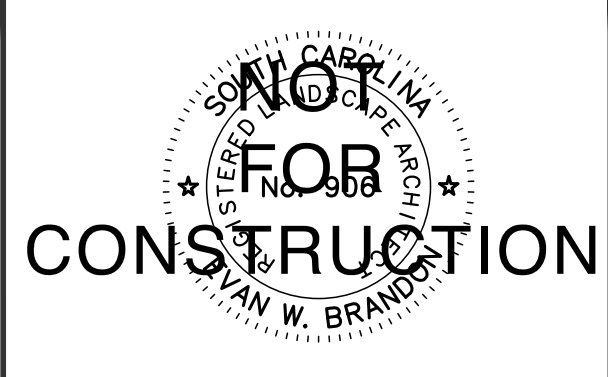
L01



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# KIAWAH ISLAND PARKWAY KIAWAH ISLAND, SC

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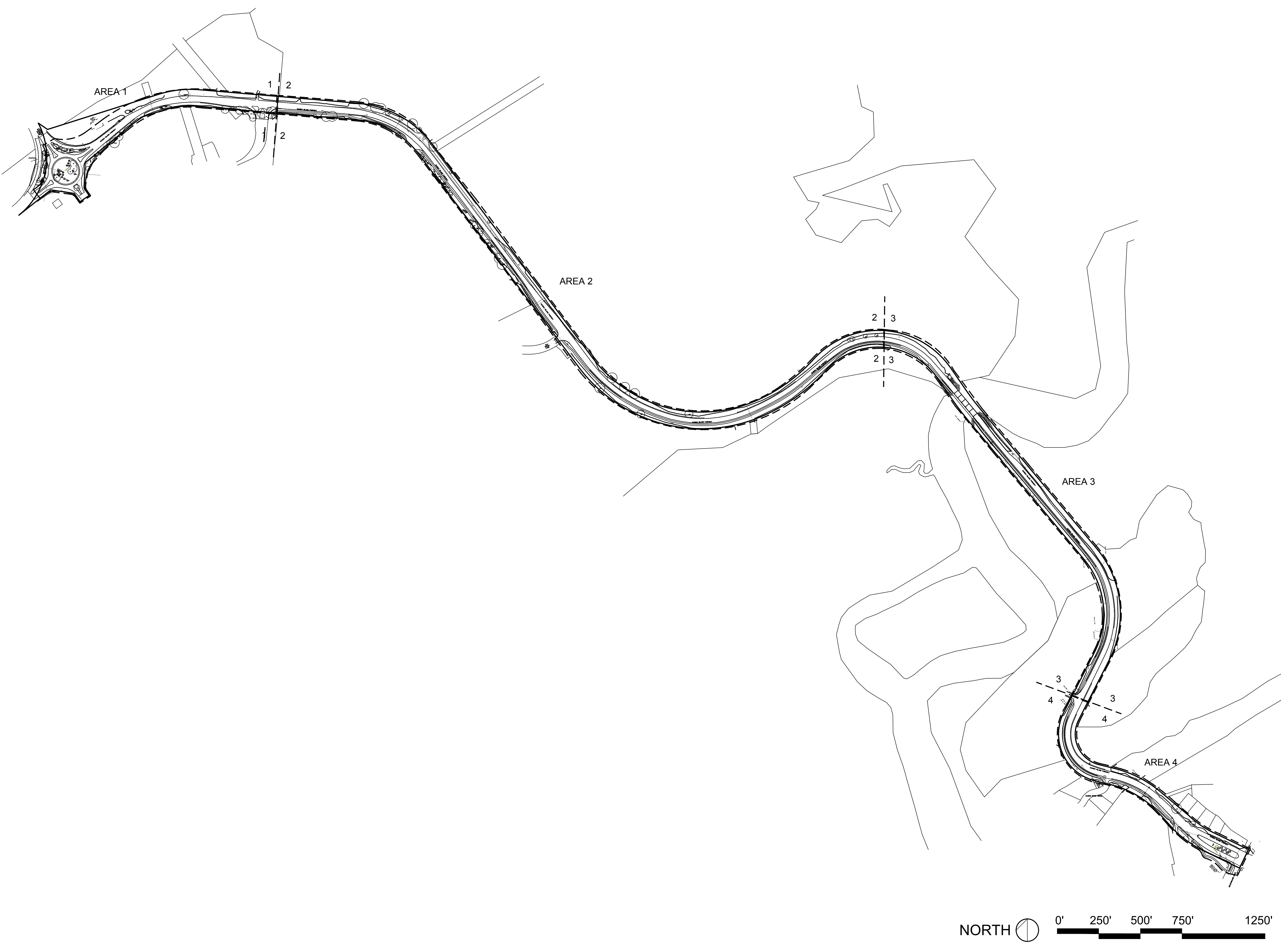
TILE  
PLAN

L02

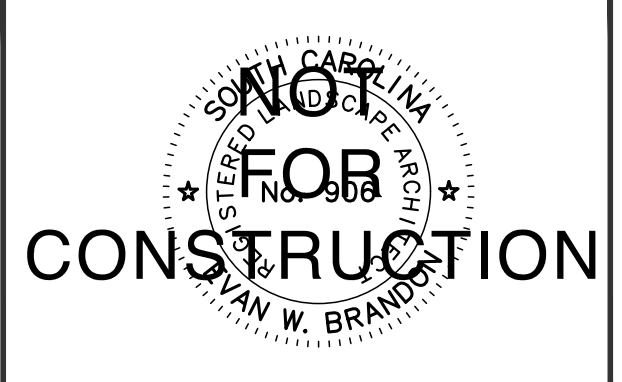




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AREA  
PLAN

L03



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REVISION 1	04.14.20

# PLANTING PLAN L1

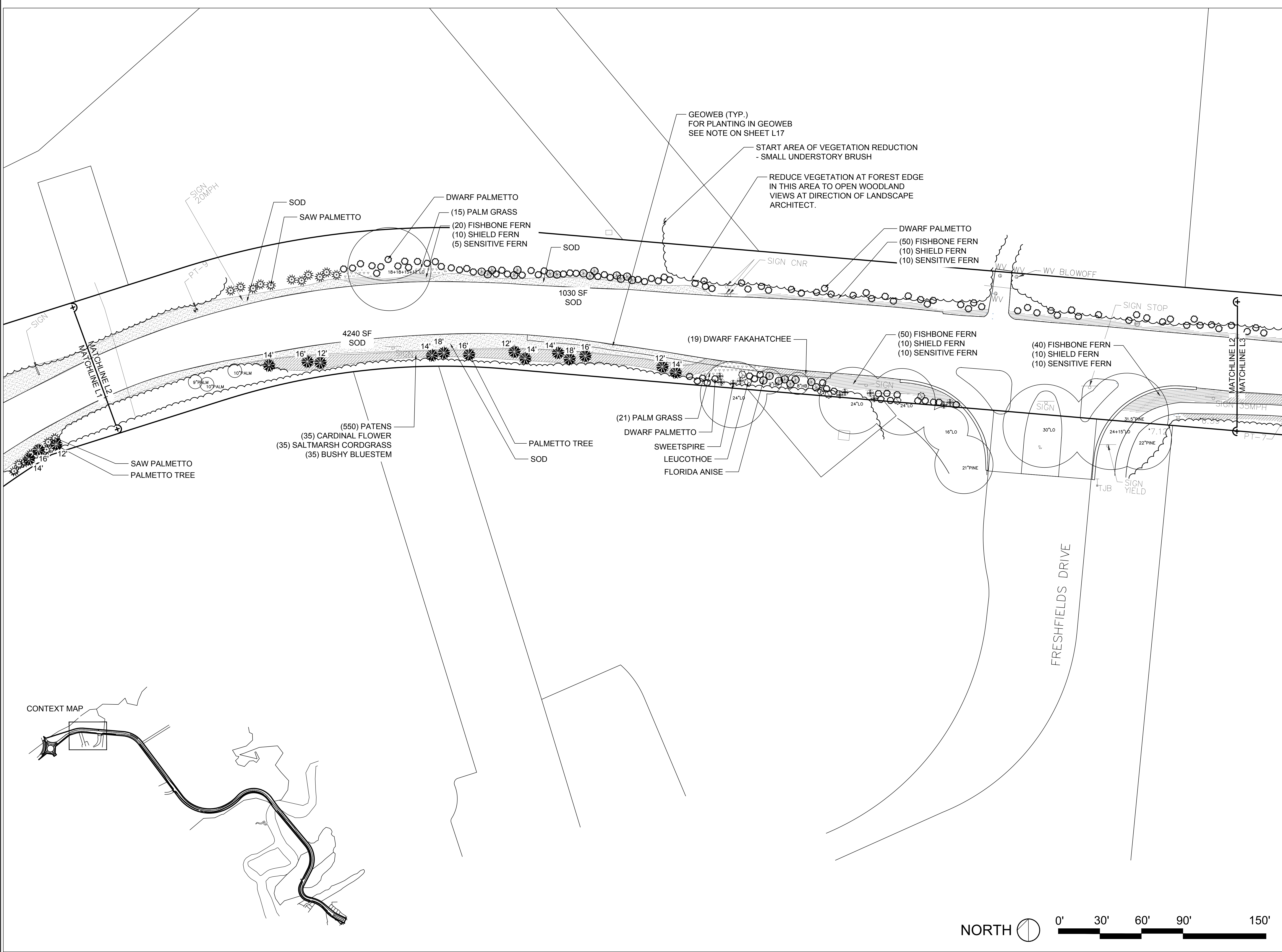




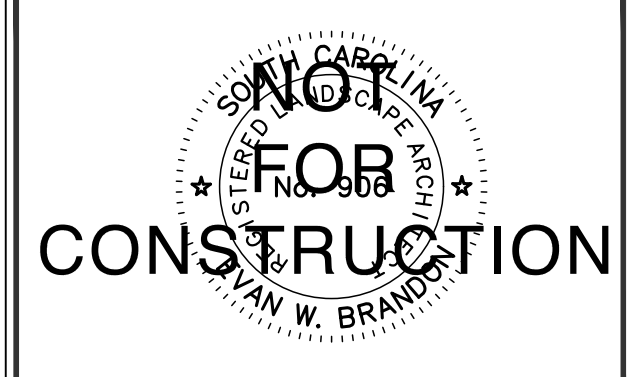




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# KIAWAH ISLAND PARKWAY KIAWAH ISLAND, SC

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## PLANTING PLAN L2

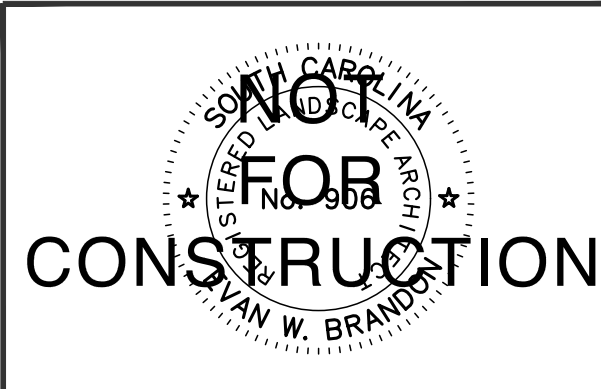




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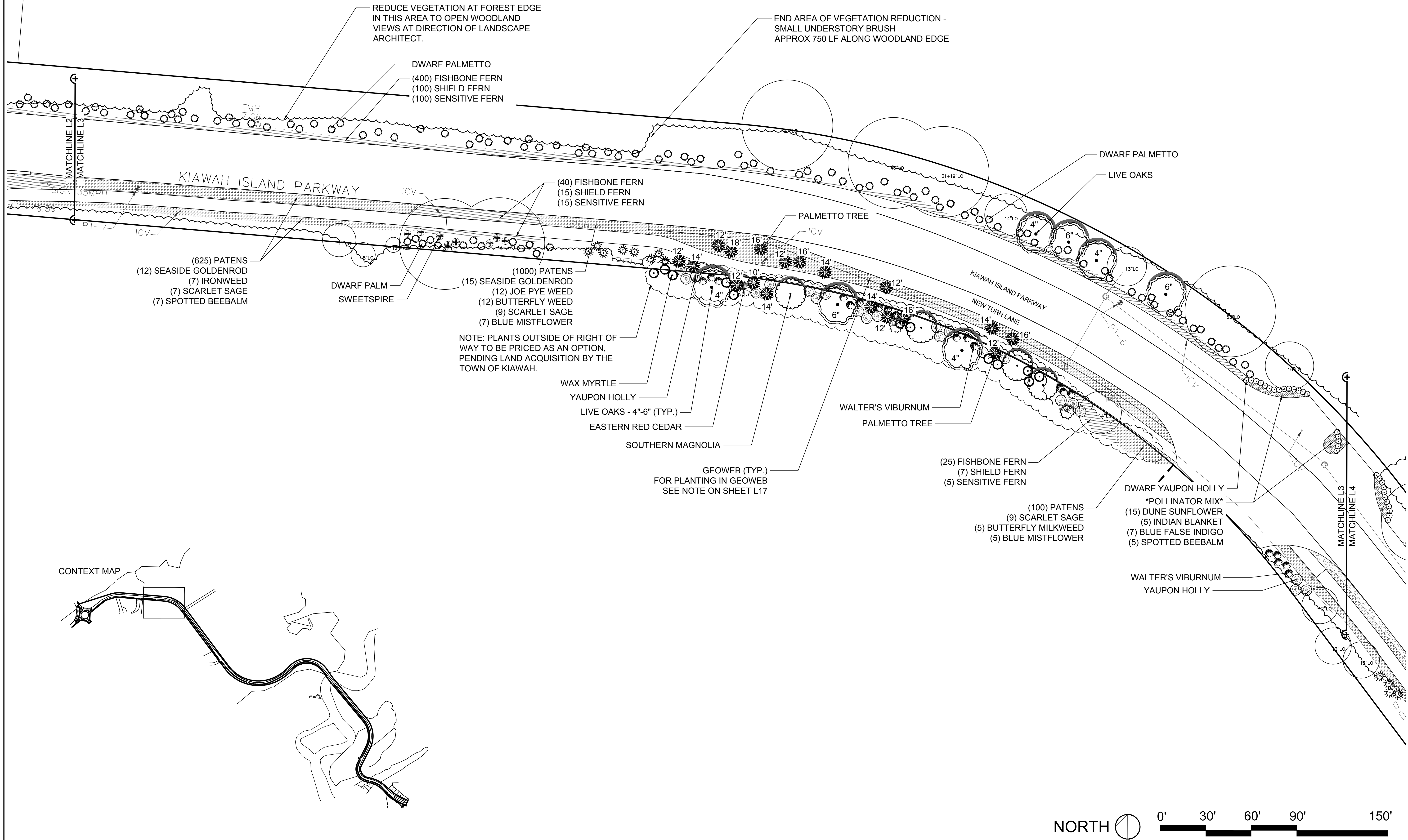


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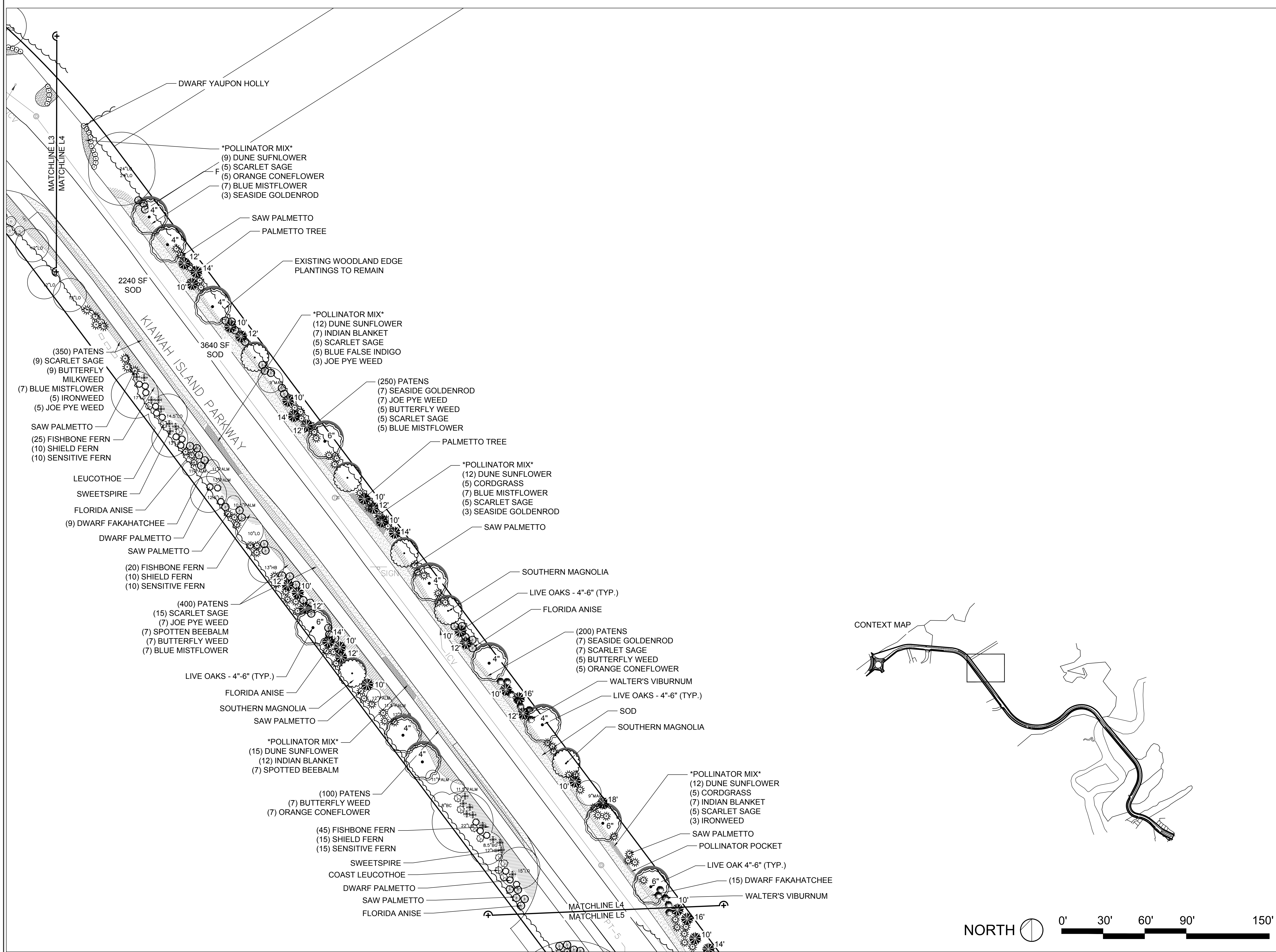
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## PLANTING PLAN L3





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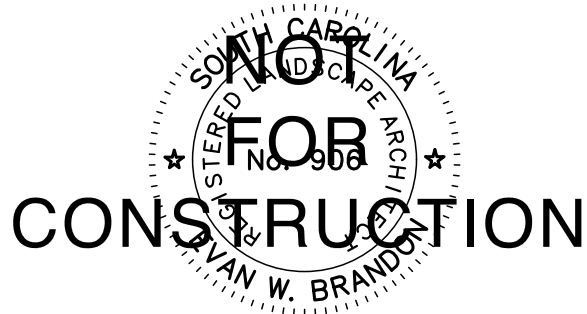
# KIAWAH ISLAND PARKWAY KIAWAH ISLAND, SC

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## PLANTING PLAN L4





# KIAWAH ISLAND PARKWAY

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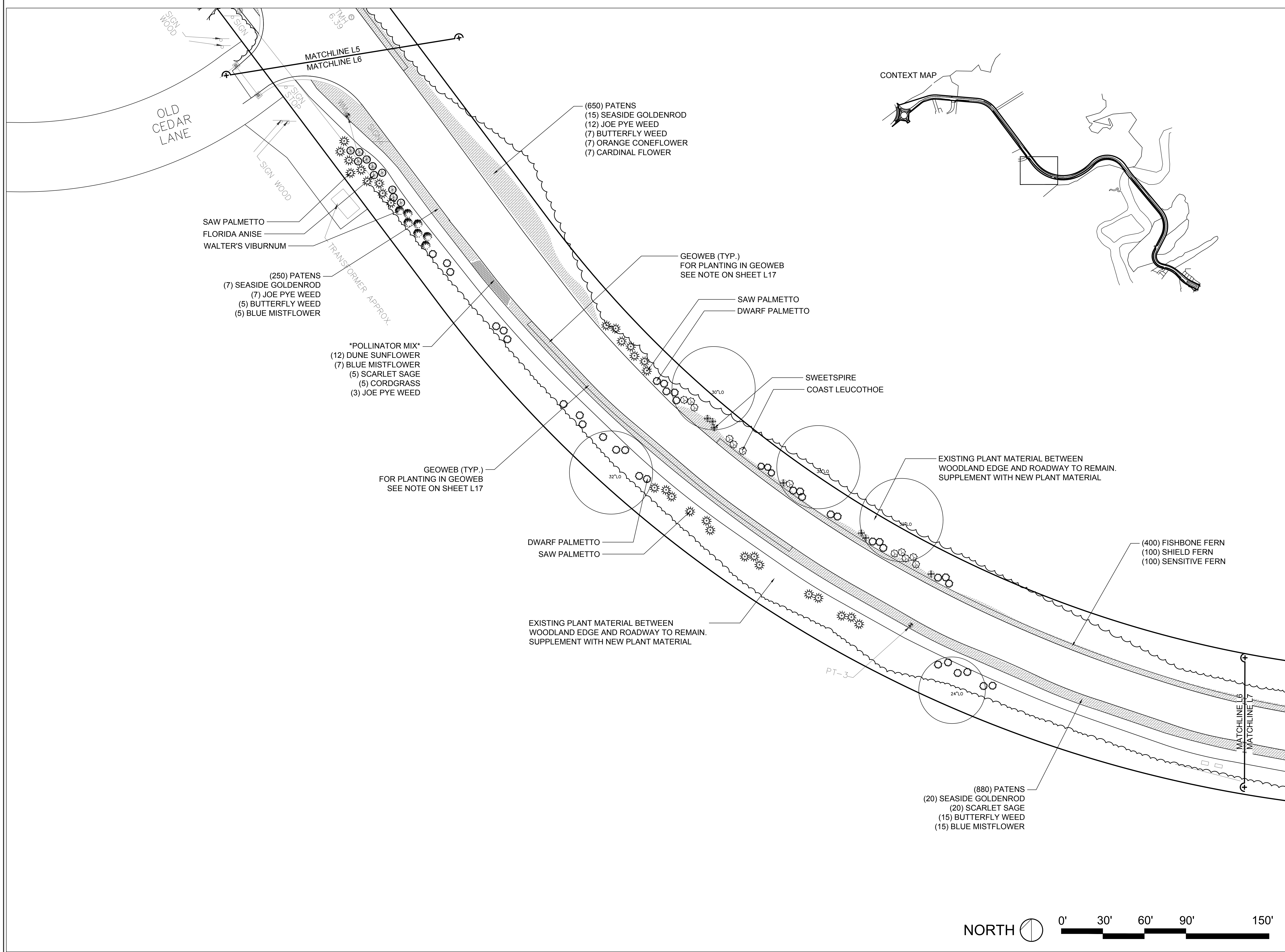
KIAWAH ISLAND, SC

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ARB REVIEW SET	03.09.20
PUBLIC BID	04.07.20
REVISION 1	04.14.20
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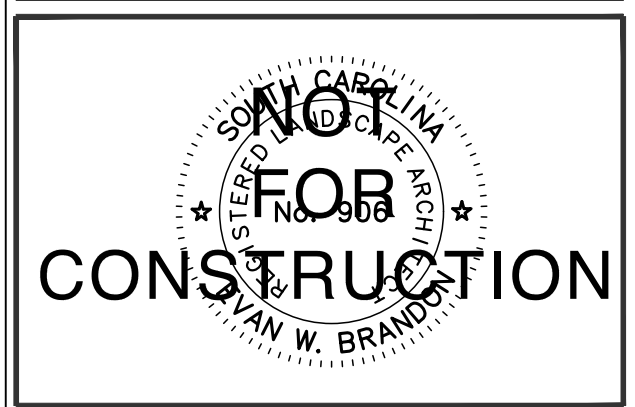
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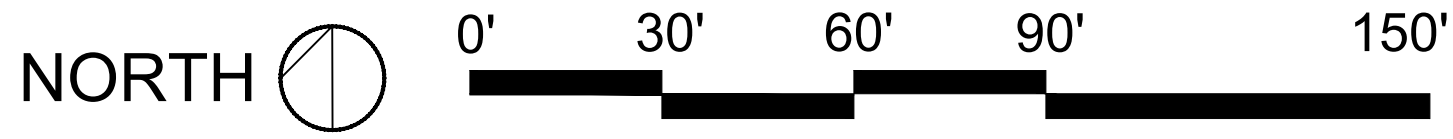


# KIAWAH ISLAND PARKWAY KIAWAH ISLAND, SC

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ARB REVIEW SET	03.09.20
PUBLIC BID	04.07.20
REVISION 1	04.14.20

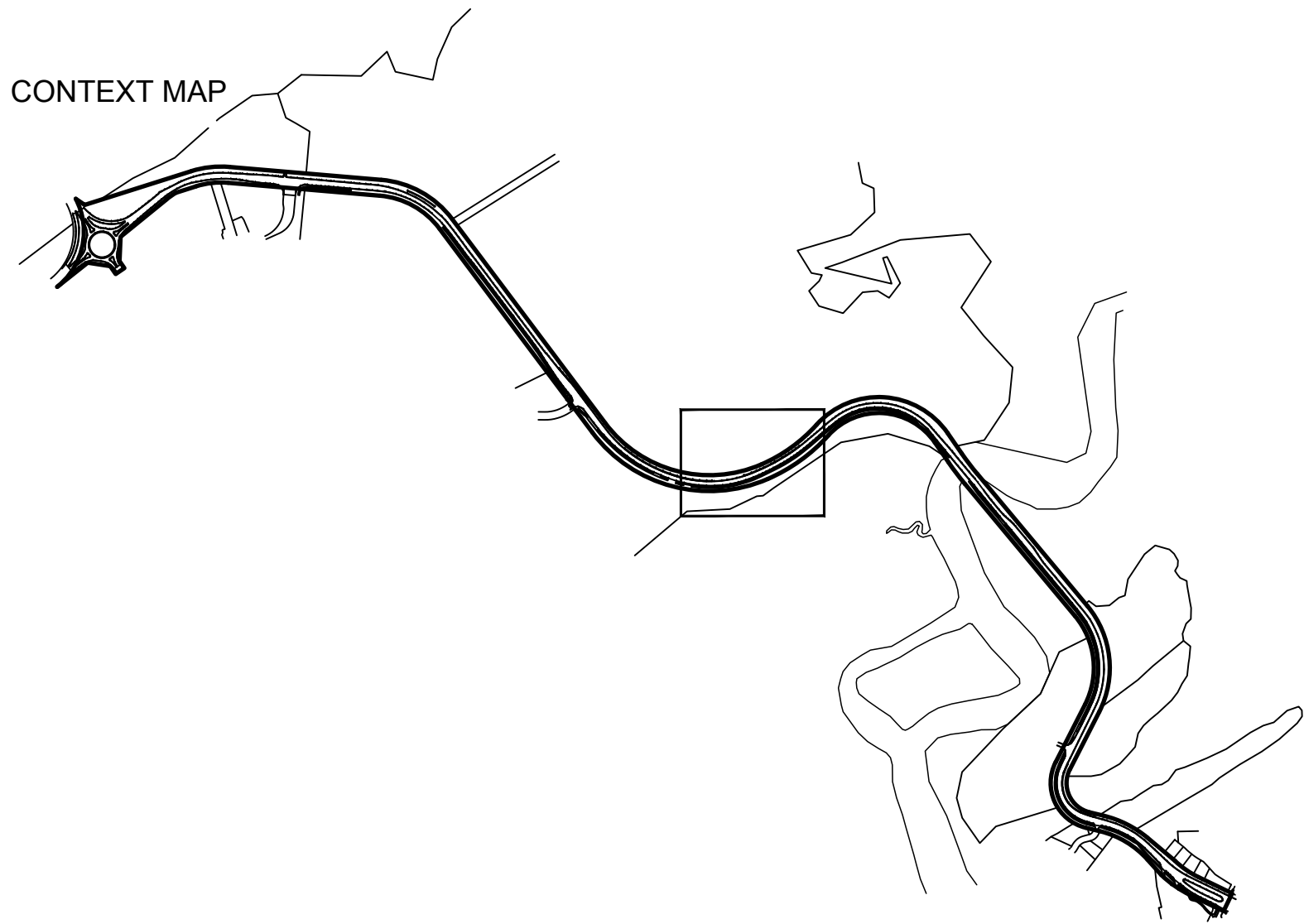
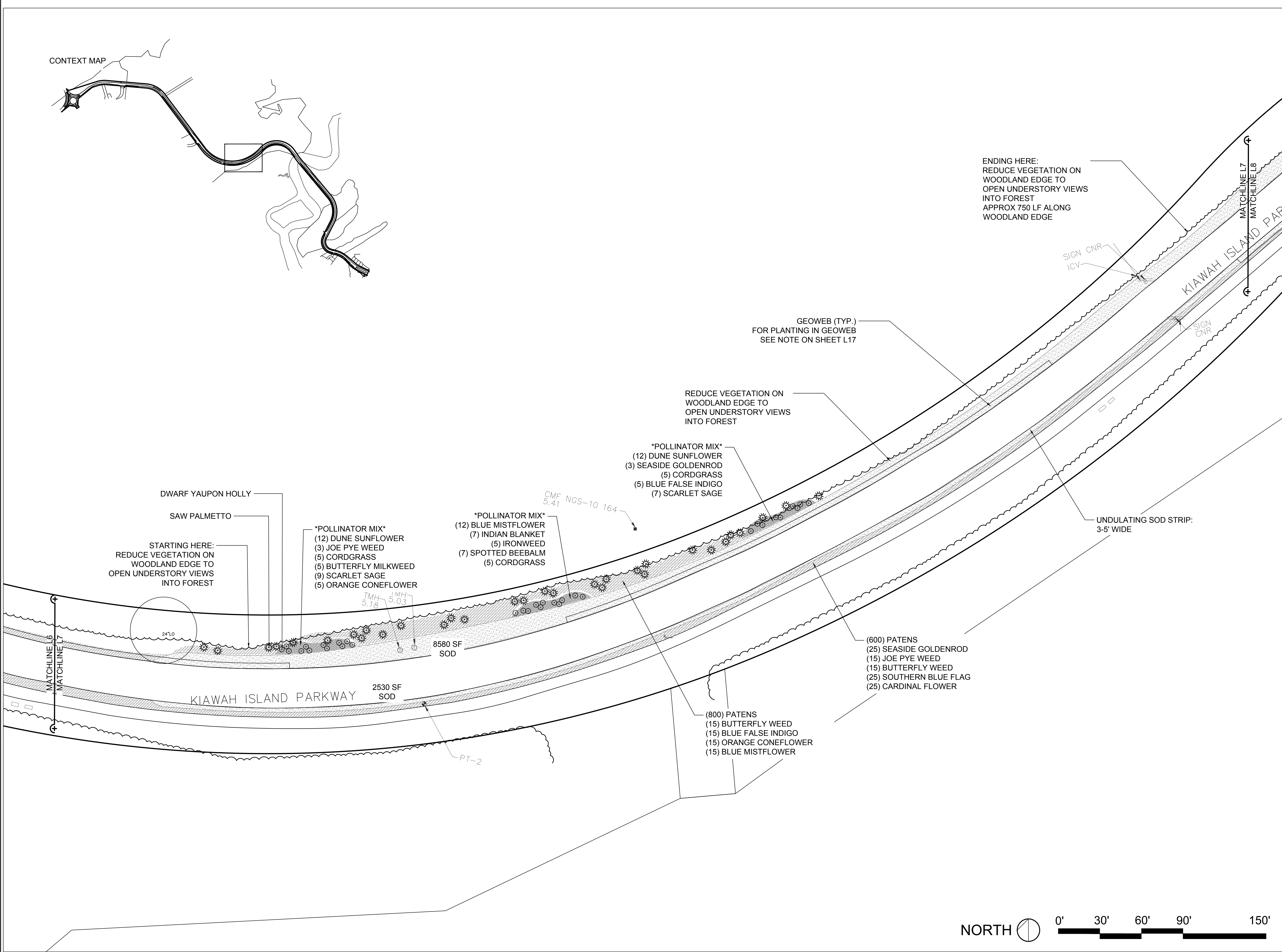
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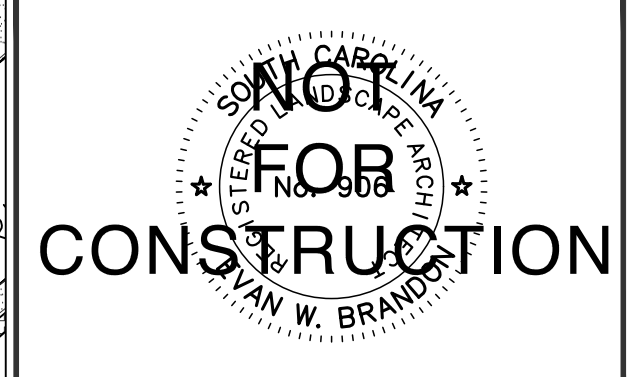




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# KIAWAH ISLAND PARKWAY

KIAWAH ISLAND, SC

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ARB REVIEW SET	03.09.20
PUBLIC BID	04.07.20
REVISION 1	04.14.20

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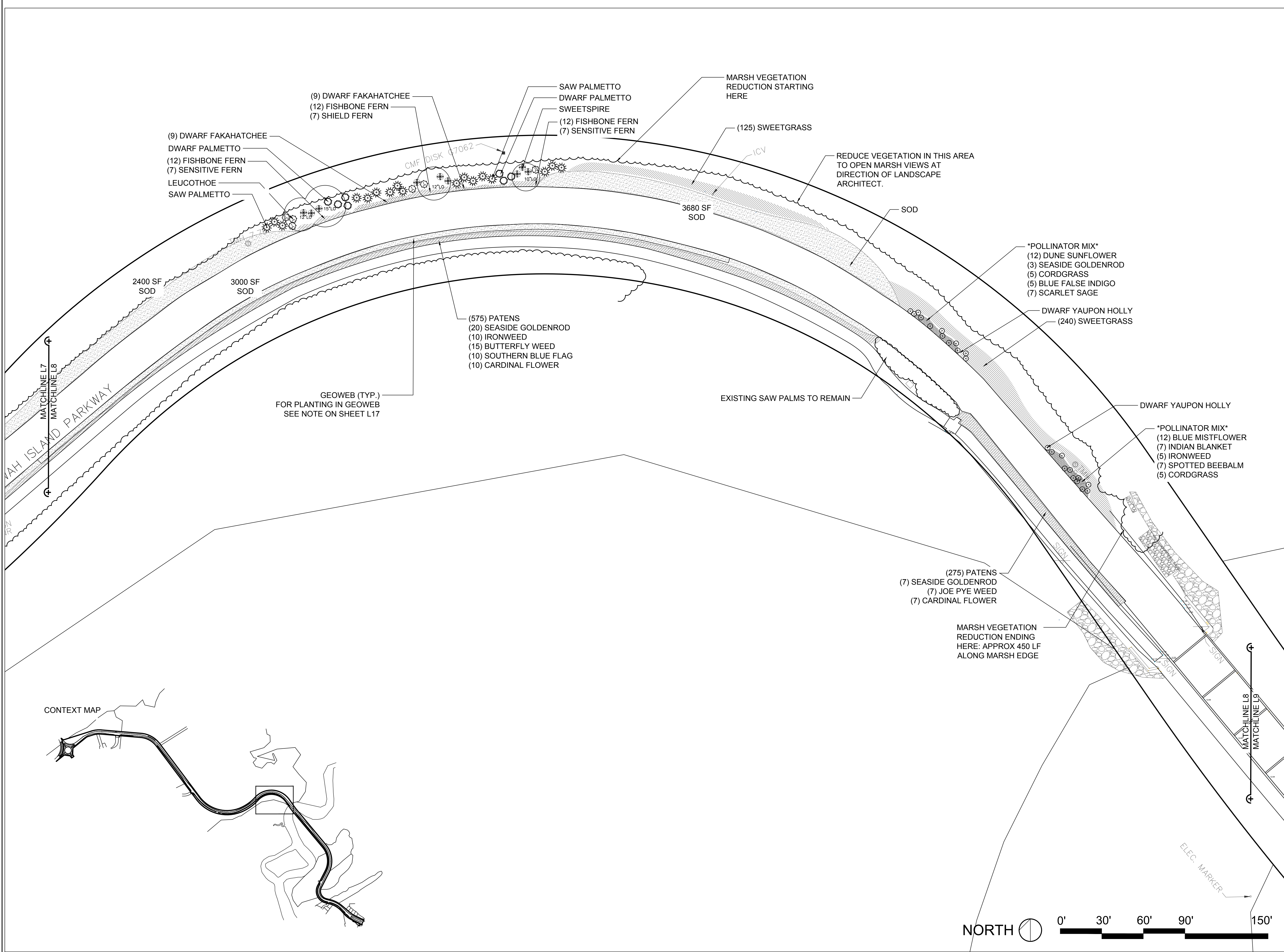
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# L7

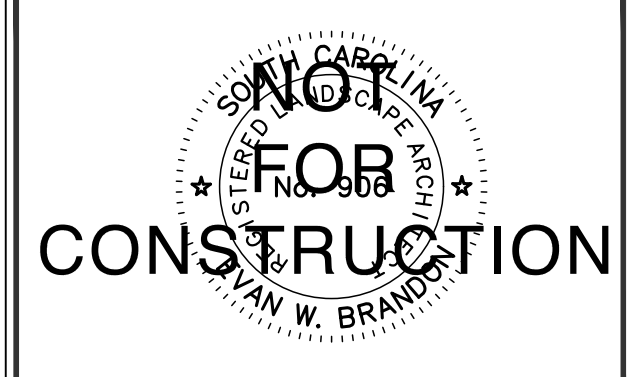




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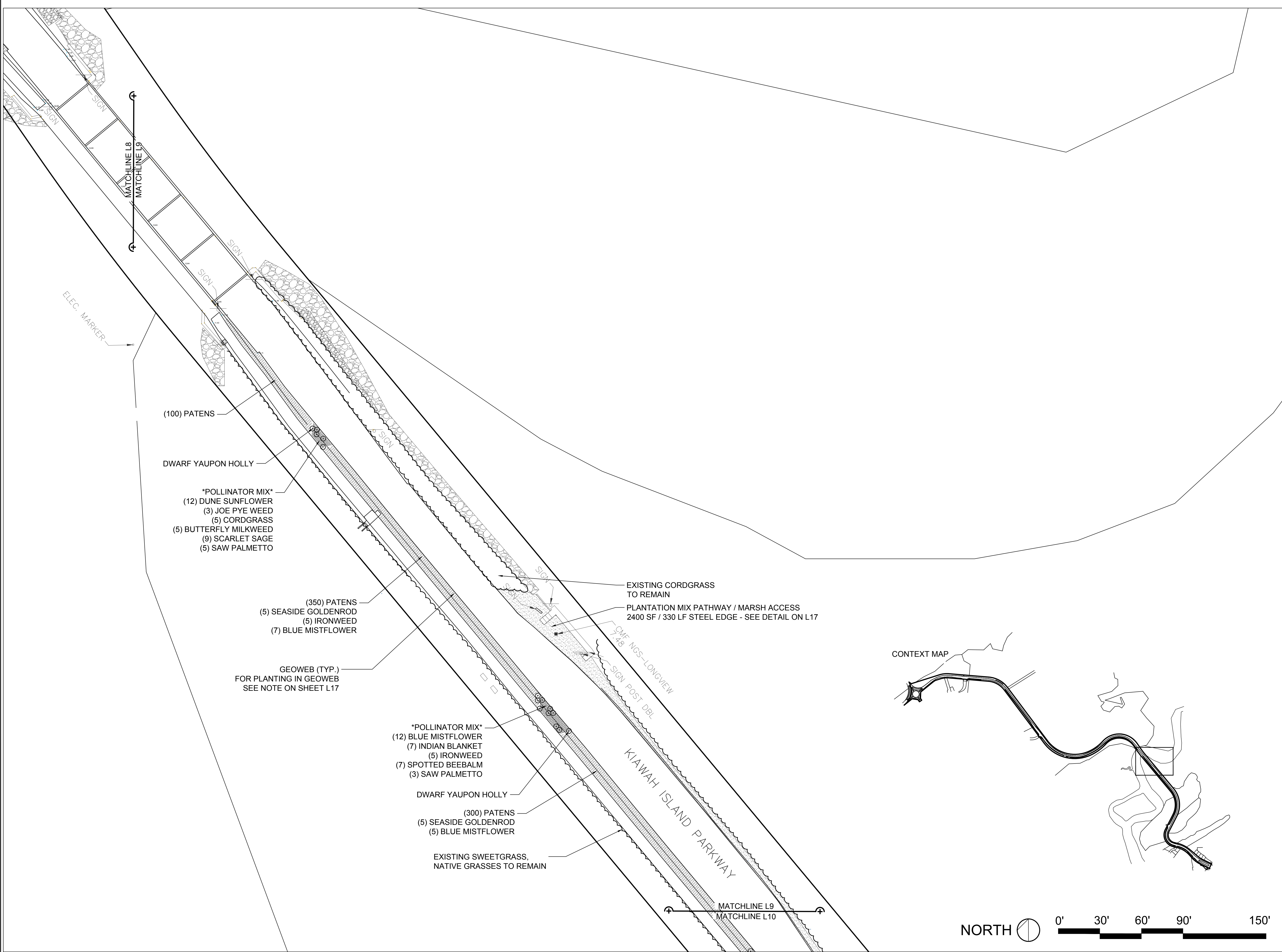
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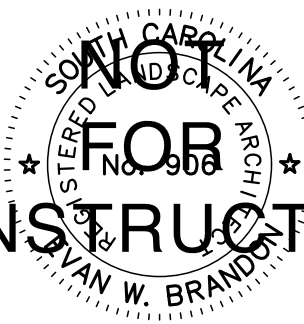




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OPC SET	01.23.20
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PUBLIC BID	04.07.20
REVISION 1	04.14.20

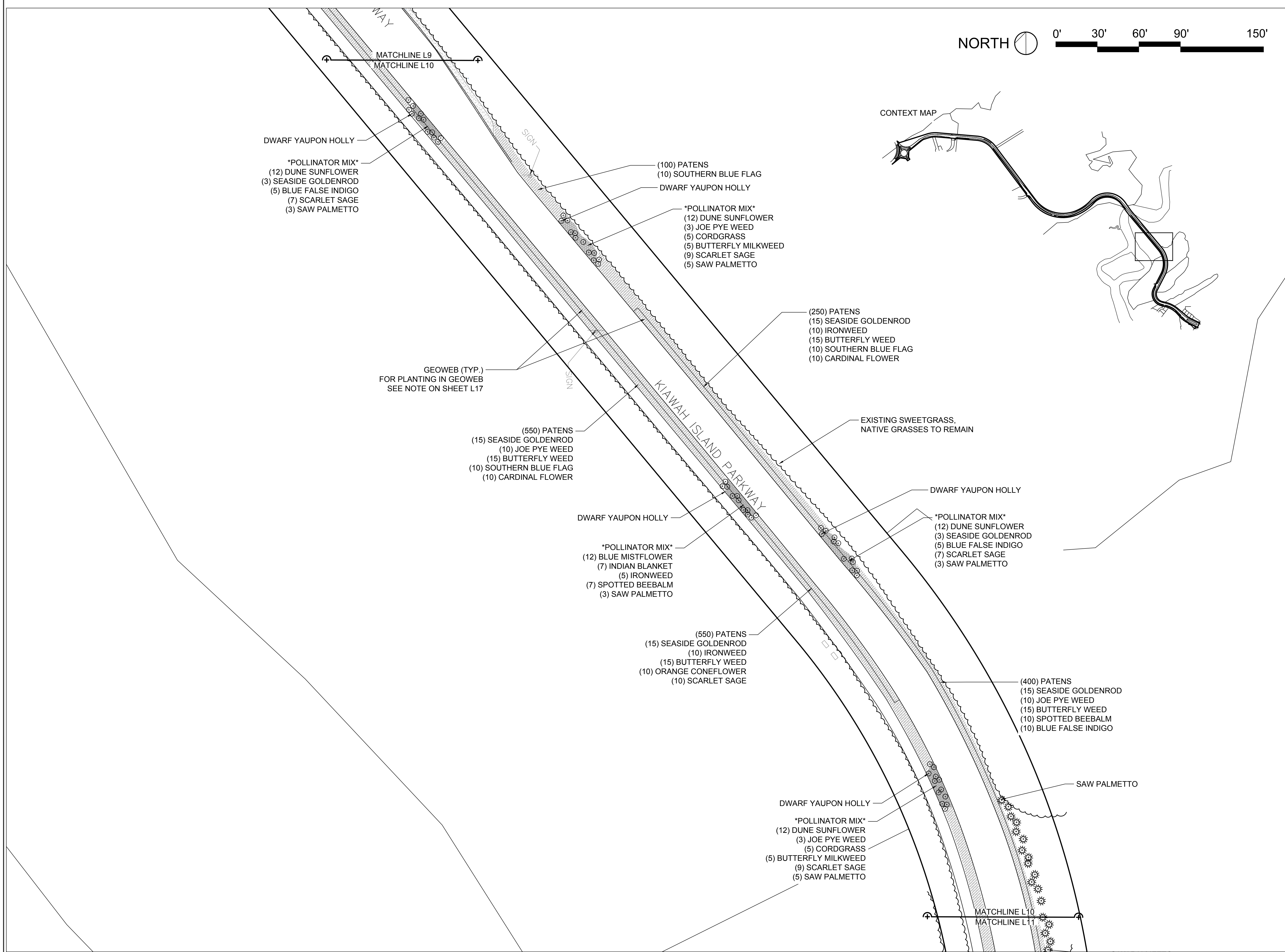
DRAWN BY	GCS
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CHECKED BY	EWB

## PLANTING PLAN L9

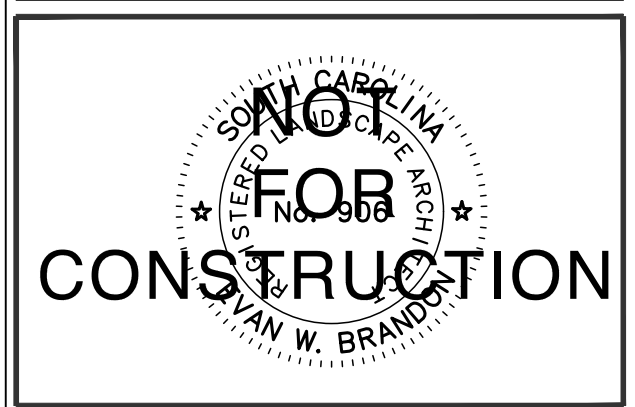




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# KIAWAH ISLAND PARKWAY KIAWAH ISLAND, SC

REVISIONS	DATES
SITE REVIEW	10.31.19
OPC SET	01.23.20
ARB REVIEW SET	03.09.20
PUBLIC BID	04.07.20
REVISION 1	04.14.20

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CHECKED BY	EWB

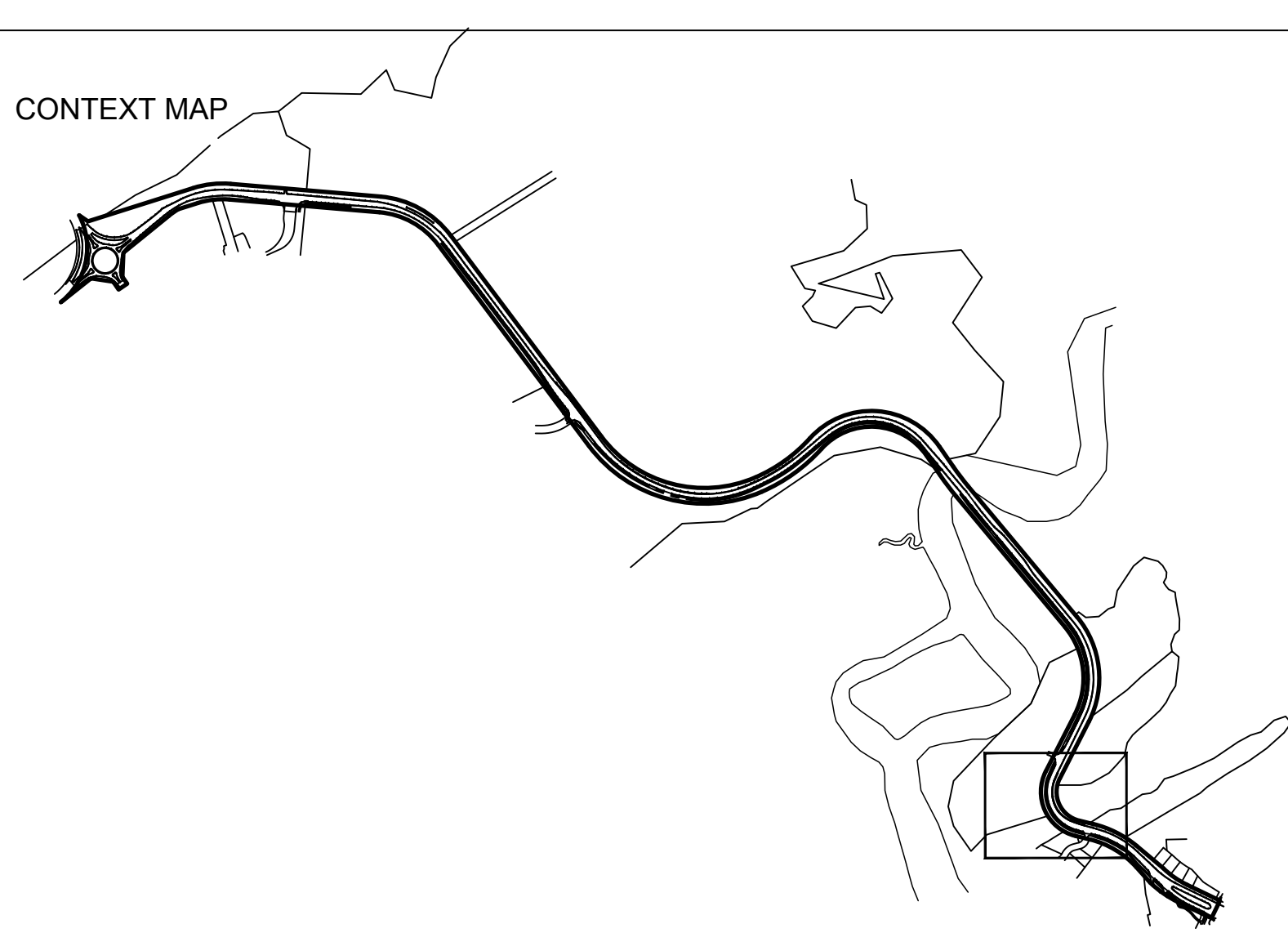
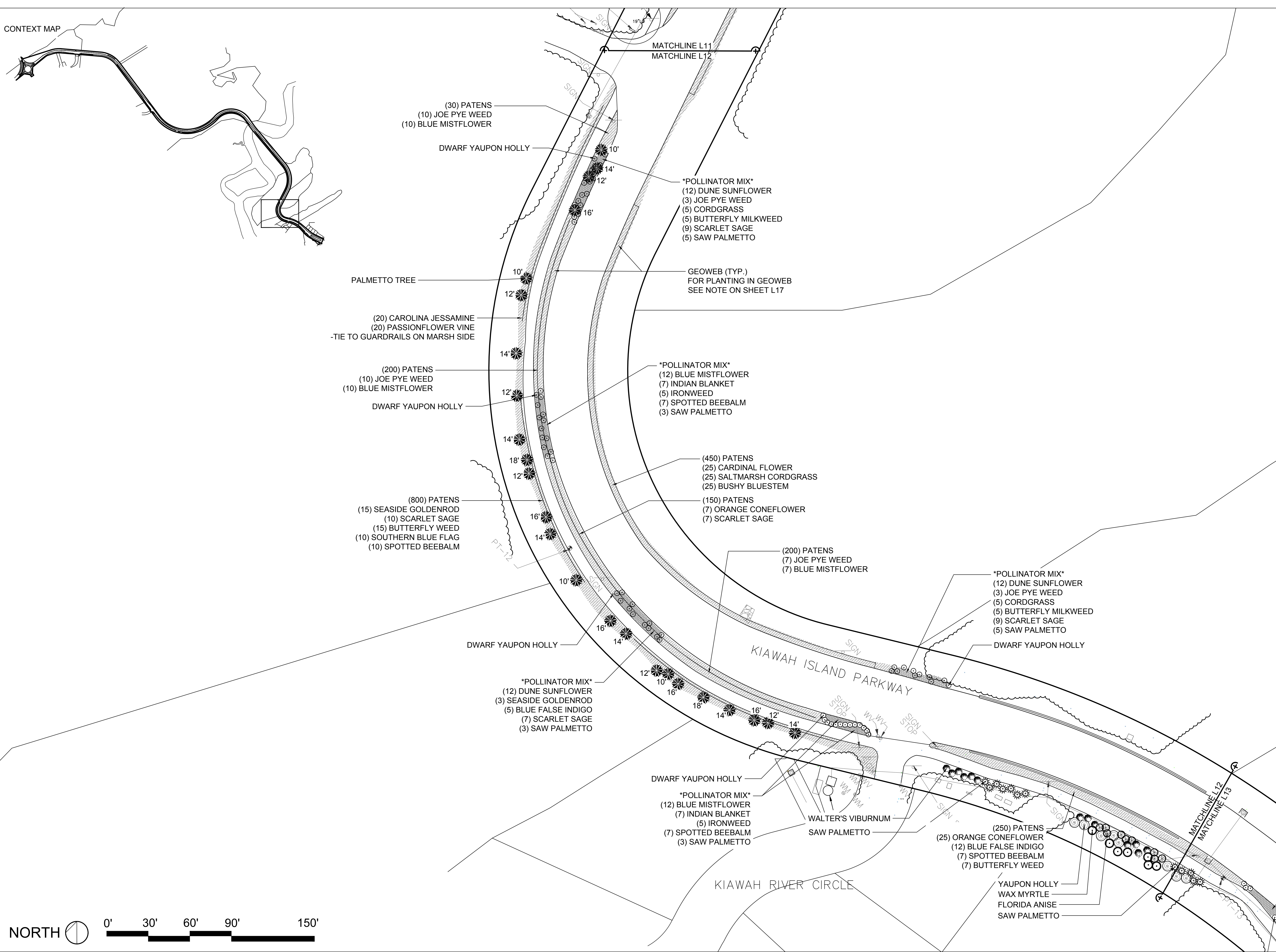
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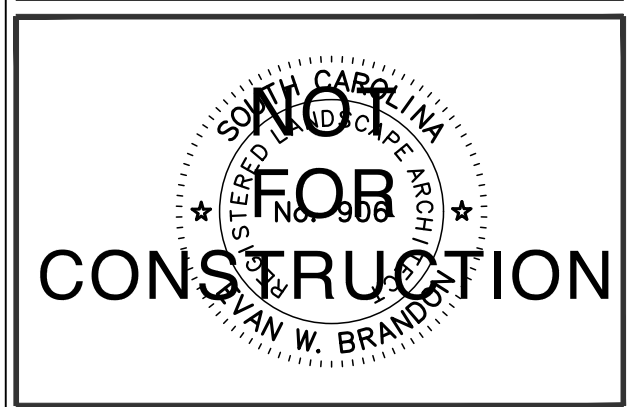




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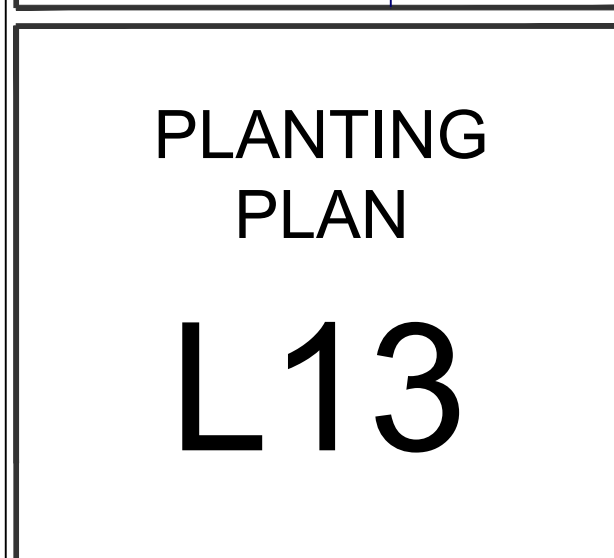
# KIAWAH ISLAND PARKWAY KIAWAH ISLAND, SC

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## PLANTING PLAN L12







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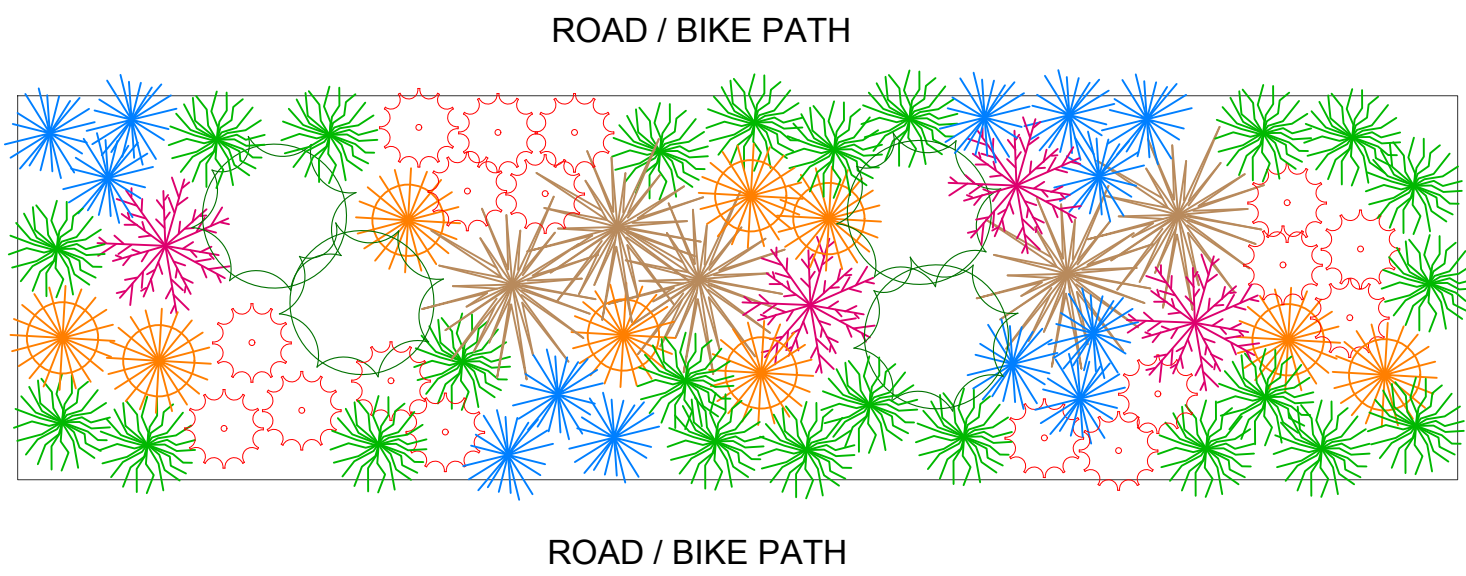
POLLINATOR MIXES - EXAMPLE PLANT LAYOUTS PER 30' x 8' SECTIONS

THE FOLLOWING EXAMPLE LAYOUTS SHALL BE USED AS A MODEL AND APPLIED TO AREAS LABELLED \*POLLINATOR MIX\* ON THE PLANTING PLANS.

IN GENERAL, TALLEST PLANTS SHALL BE PLACED TOWARDS THE MIDDLE, FOLLOWED BY SWATHS OF MEDIUM HEIGHT PLANS, AND THE LOWEST PLANTS ON BOTH EDGES.

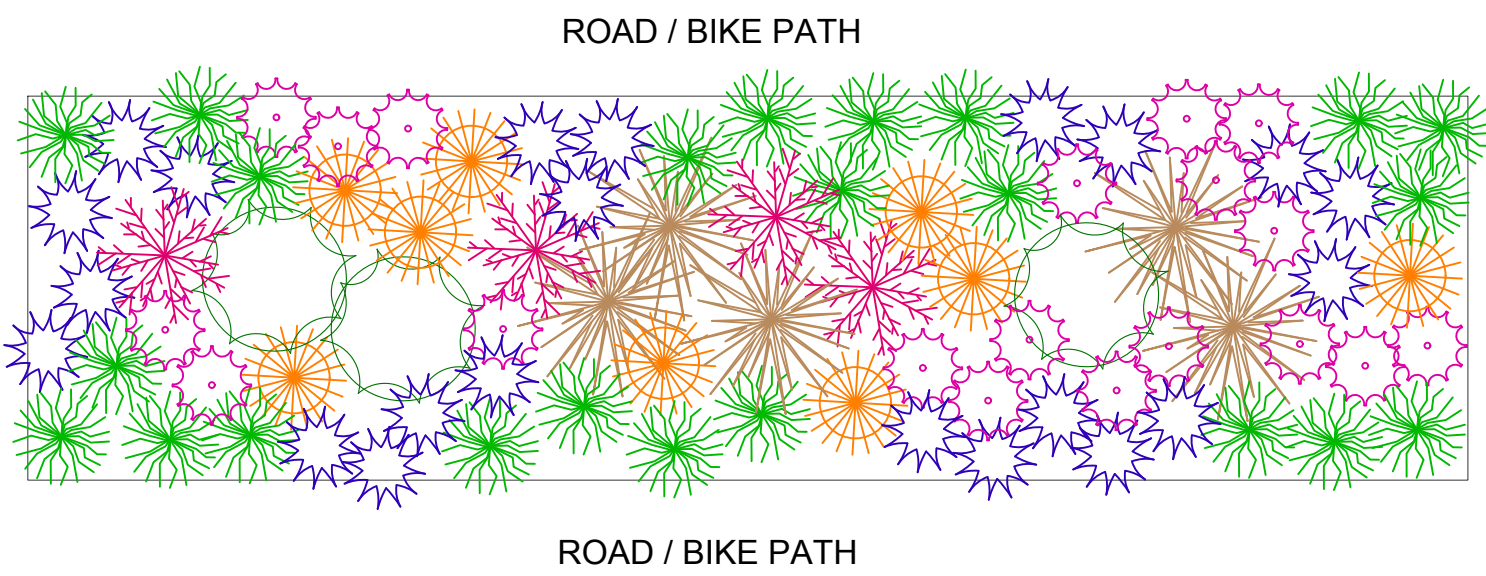
WHEN A POLLINATOR MIX AREA BACKS UP TO A WOODLAND EDGE, CLUSTER TALLER PLANT MATERIAL TOWARDS THE BACK OF THE MIX.

EXAMPLE 1 - BETWEEN ROADWAY AND BIKE PATH



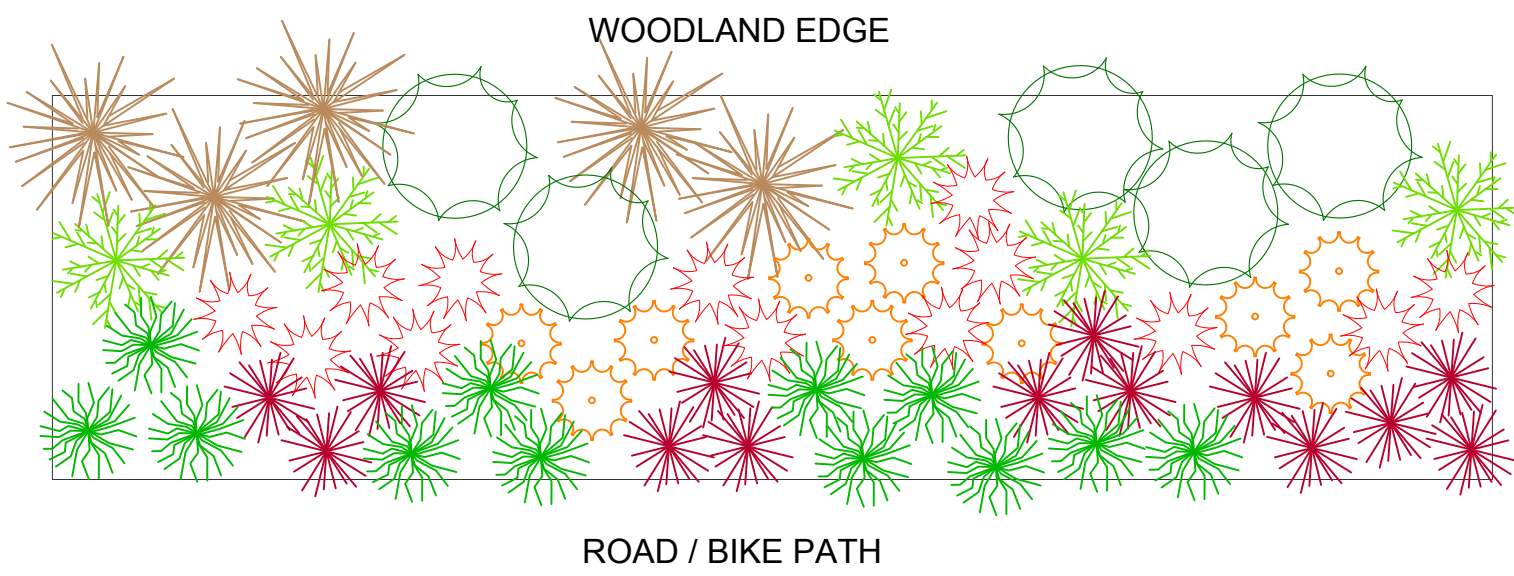
	BOTANICAL NAME	COMMON NAME	SIZE	QTY IN EXAMPLE POCKET
	<i>Serenoa repens</i>	Saw Palmetto	3 GAL.	4
	<i>Spartina bakeri</i>	Sand Cordgrass	1 GAL.	5
	<i>Eupatorium fistulosum</i>	Joe Pye Weed	1 GAL.	4
	<i>Helianthus debilis</i>	Dune Sunflower	1 GAL.	24
	<i>Asclepias tuberosa</i>	Butterfly Milkweed	1 GAL.	9
	<i>Salvia coccinea</i>	Scarlet Sage	1 GAL.	17
	<i>Conoclinium coelestinum</i>	Blue Mistflower	1 GAL.	13

EXAMPLE 2 - BETWEEN ROADWAY AND BIKE PATH



	BOTANICAL NAME	COMMON NAME	SIZE	QTY IN EXAMPLE POCKET
	<i>Serenoa repens</i>	Saw Palmetto	3 GAL.	3
	<i>Spartina bakeri</i>	Sand Cordgrass	1 GAL.	5
	<i>Veronia novaboracensis</i>	Ironweed	1 GAL.	4
	<i>Helianthus debilis</i>	Dune Sunflower	1 GAL.	23
	<i>Asclepias tuberosa</i>	Butterfly Milkweed	1 GAL.	9
	<i>Baptisia australis</i>	Blue False Indigo	1 GAL.	22
	<i>Monarda punctata</i>	Spotted Beebalm	1 GAL.	19

EXAMPLE 3 - BETWEEN BIKE PATH AND WOODLAND EDGE



	BOTANICAL NAME	COMMON NAME	SIZE	QTY IN EXAMPLE POCKET
	<i>Serenoa repens</i>	Saw Palmetto	3 GAL.	5
	<i>Spartina bakeri</i>	Sand Cordgrass	1 GAL.	5
	<i>Solidago sempervirens</i>	Seaside Goldenrod	1 GAL.	5
	<i>Helianthus debilis</i>	Dune Sunflower	1 GAL.	12
	<i>Rudbeckia fulgida</i>	Orange Coneflower	1 GAL.	10
	<i>Gaillardia pulchella</i>	Indian Blanket	1 GAL.	14
	<i>Salvia coccinea</i>	Scarlet Sage	1 GAL.	13

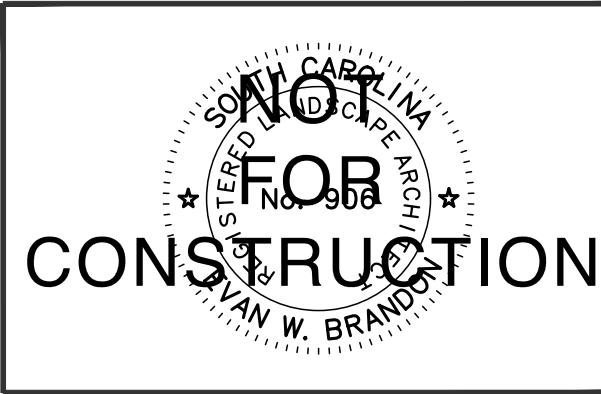
THE FOLLOWING NOTES REFER TO AREAS LABELED ON SHEETS L1-L13 AS \*POLLINATOR MIX\*

POLLINATOR MIX NOTES:

- 30' X 8' (240 SF) LAYOUTS ARE EXAMPLES OF PLANT LAYOUTS BETWEEN THE BIKE PATH AND THE ROAD. LANDSCAPE CONTRACTOR SHALL REFER TO PLANT COUNTS ON SHEETS L1-L13 FOR INDIVIDUAL QUANTITIES IN POCKETS.
- IN ALL AREAS DESIGNATED AS POLLINATOR POCKETS, THERE SHALL BE NO USE OF HERBICIDES, PESTICIDES, OR NON-ORGANIC FERTILIZERS. THESE PRODUCTS ARE HARMFUL TO THE POLLINATORS THAT THESE AREAS ARE SUPPORTING.
- ALL MULCHING, PLANTING AND SOIL AMENDMENT NOTES ON SHEET L17 SHALL APPLY TO THE POLLINATOR MIXES AS WELL.



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KIAWAH ISLAND  
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EXAMPLE  
POLLINATOR  
MIXES  
L14





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AREA 1:

Canopy Trees, Understory Trees, and Palm Trees

Quantity	Botanical Name	Common Name	Size	Remarks
24	Sabal palmetto	Palmetto Tree	(6) 12' (9) 14' (6) 16' (3) 18' HT.	Hurricane Cut
24	Sabal palmetto	Palmetto Tree	(6) 12' (9) 14' (6) 16' (3) 18' HT.	Refoliated
3	Cercis canadensis	Eastern Redbud	8' HT.	*Full, well formed
3	Chionanthus virginicus	Fringe Tree	8' HT.	*Full, well formed
3	Juniperus virginiana	Eastern Red Cedar	10' HT.	*Full, well formed
4	Ilex vomitoria	Yaupon Holly	15 gal.	*Full, well formed
5	Myrica cerifera	Wax Myrtle	15 gal.	*Full, well formed

Shrubs

Quantity	Botanical Name	Common Name	Size	Remarks
7	Viburnum obovatum	Walter's Viburnum	7 gal.	Full, well formed
145	Sabal minor	Dwarf Palmetto	(73) 3 gal. (72) 7 gal.	Full, well formed
18	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	7 gal.	Full, well formed
13	Leucothoe axillaris	Coast Leucothoe	7 gal.	Full, well formed
104	Serenoa repens	Saw Palmetto	(52) 3 gal. (52) 7 gal.	Full, well formed
22	Illicium floridanum	Florida Anise	7 gal.	Full, well formed
183	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal.	Full, well formed

Grasses, Groundcovers & Perennials

Quantity	Botanical Name	Common Name	Size	Remarks
88	Tripsacum dactyloides	Dwarf Fakahatchee	1 gal.	Space 36" O.C.
320	Muhlenbergia capillaris	Sweetgrass	1 gal.	Space 36" O.C.
166	Andropogon virginicus	Broomsedge	1 gal.	Space 36" O.C.
35	Andropogon glomeratus	Bushy Bluestem	1 gal.	Space 36" O.C.
75	Spartina bakeri	Sand Cordgrass	1 gal.	Space 48" O.C.
370	Nephrolepis cordifolia	Fishbone Fern	1 gal.	Space 30" O.C.
105	Dryopteris ludoviciana	Southern Shield Fern	1 gal.	Space 30" O.C.
100	Onoclea sensibilis	Sensitive Fern	1 gal.	Space 30" O.C.
106	Setaria palmifolia	Palm Grass	1 gal.	Space 30" O.C.
550	Spartina patens	Saltmeadow Cordgrass	1 gal.	Space 24" O.C.
35	Lobelia cardinalis	Cardinal Flower	1 gal.	See Sheet L14
35	Spartina alterniflora	Saltmarsh Cordgrass	1 gal.	See Sheet L14
12	Eupatorium fistulosum	Joe Pye Weed	1 gal.	See Sheet L14
8	Vernonia novaboracensis	Ironweed	1 gal.	See Sheet L14
40	Asclepias tuberosa	Butterfly Milkweed	1 gal.	See Sheet L14
19	Baptisia australis	Blue False Indigo	1 gal.	See Sheet L14
44	Salvia coccinea	Scarlet Sage	1 gal.	See Sheet L14
11	Monarda punctata	Spotted Beebalm	1 gal.	See Sheet L14
24	Rudbeckia fulgida	Orange Coneflower	1 gal.	See Sheet L14
169	Helianthus debilis	Dune Sunflower	1 gal.	See Sheet L14
41	Conoclinium coelestinum	Blue Mistflower	1 gal.	See Sheet L14
66	Gaillardia pulchella	Indian Blanket	1 gal.	See Sheet L14
37,690 SF	Sod - Tifway 419 Bermudagrass			

AREA 2:

Canopy Trees, Understory Trees, and Palm Trees

Quantity	Botanical Name	Common Name	Size	Remarks
23	Quercus virginiana	Live Oak	(15) 4" Cal. (8) 6" Cal.	*Full, well formed
12	Magnolia grandiflora 'Bracken's Brown Beauty'	Southern Magnolia	3" Cal. / 14' HT. Min.	*Full, well formed
30	Sabal palmetto	Palmetto Tree	(8) 10' (10) 12' (6) 14' (4) 16'	Hurricane Cut
30	Sabal palmetto	Palmetto Tree	(9) 10' (10) 12' (7) 14' (4) 16' (2) 18' HT.	Refoliated
3	Juniperus virginiana	Eastern Red Cedar	10' HT.	*Full, well formed
22	Ilex vomitoria	Yaupon Holly	15 gal.	*Full, well formed
12	Myrica cerifera	Wax Myrtle	15 gal.	*Full, well formed

Shrubs

Quantity	Botanical Name	Common Name	Size	Remarks
57	Viburnum obovatum	Walter's Viburnum	7 gal.	Full, well formed
188	Sabal minor	Dwarf Palmetto	(94) 3 gal. (94) 7 gal.	Full, well formed
56	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	7 gal.	Full, well formed
39	Leucothoe axillaris	Coast Leucothoe	7 gal.	Full, well formed
213	Serenoa repens	Saw Palmetto	(107) 3 gal. (106) 7 gal.	Full, well formed
79	Illicium floridanum	Florida Anise	7 gal.	Full, well formed
62	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal.	Full, well formed

Grasses, Groundcovers & Perennials

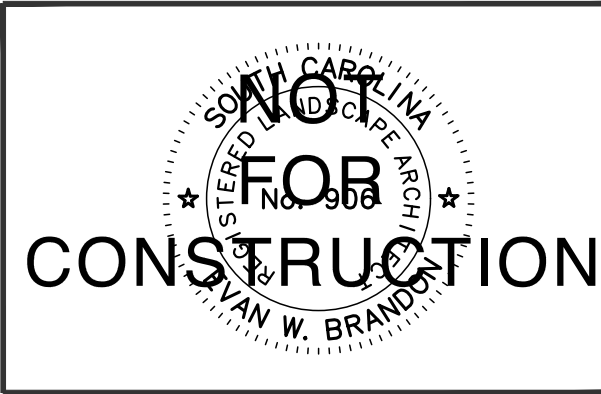
Quantity	Botanical Name	Common Name	Size	Remarks
42	Tripsacum dactyloides	Dwarf Fakahatchee	1 gal.	Space 36" O.C.
35	Spartina bakeri	Sand Cordgrass	1 gal.	Space 48" O.C.
991	Nephrolepis cordifolia	Fishbone Fern	1 gal.	Space 30" O.C.
264	Dryopteris ludoviciana	Southern Shield Fern	1 gal.	Space 30" O.C.
269	Onoclea sensibilis	Sensitive Fern	1 gal.	Space 30" O.C.
8,310	Spartina patens	Saltmeadow Cordgrass	1 gal.	Space 24" O.C.
79	Lobelia cardinalis	Cardinal Flower	1 gal.	See Sheet L14
50	Spartina alterniflora	Saltmarsh Cordgrass	1 gal.	See Sheet L14
84	Eupatorium fistulosum	Joe Pye Weed	1 gal.	See Sheet L14
56	Vernonia novaboracensis	Ironweed	1 gal.	See Sheet L14
152	Solidago sempervirens	Seaside Goldenrod	1 gal.	See Sheet L14
153	Asclepias tuberosa	Butterfly Milkweed	1 gal.	See Sheet L14
37	Baptisia australis	Blue False Indigo	1 gal.	See Sheet L14
127	Salvia coccinea	Scarlet Sage	1 gal.	See Sheet L14
40	Monarda punctata	Spotted Beebalm	1 gal.	See Sheet L14
61	Rudbeckia fulgida	Orange Coneflower	1 gal.	See Sheet L14
72	Iris virginica	Southern Blue Flag	1 gal.	See Sheet L14
135	Helianthus debilis	Dune Sunflower	1 gal.	See Sheet L14
113	Conoclinium coelestinum	Blue Mistflower	1 gal.	See Sheet L14
57	Gaillardia pulchella	Indian Blanket	1 gal.	See Sheet L14
23,180 SF	Sod - Tifway 419 Bermudagrass			

PLANTING NOTES:

- CONTRACTOR SHALL ENSURE THAT ALL PLANT MATERIAL IS LABELED WHEN PURCHASED FROM NURSERY AND THAT LABELS STAY INTACT ON PLANT MATERIAL WHILE BEING LAID OUT IN THE FIELD AND ONLY REMOVED WHEN PLANTED.
- PLANTS SHALL BE FULL GROWN IN SPECIFIED CONTAINER SIZES AND NOT RECENTLY REPOTTED FROM SMALLER TO LARGER SIZES.
- REQUIREMENTS FOR MEASUREMENT, BRANCHING, AND QUALITY OF CONTAINER GROWN PLANTS AND BALLED AND BURLAPPED PLANTS SHALL FOLLOW OR EXCEED THE STANDARD CURRENTLY RECOMMENDED BY THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, IN. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT AND REQUIRE REPLACEMENT OF ANY PLANT MATERIAL THAT DOES NOT CONFORM TO THESE STANDARDS.
- NO PLANT SUBSTITUTIONS OR OMISSIONS SHALL BE MADE WITHOUT PRIOR AUTHORIZATION FROM LANDSCAPE ARCHITECT.
- ALL PLANT LAYOUTS SHALL BE REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT PRIOR TO PLANTING. LANDSCAPE ARCHITECT SHALL BE GIVEN TIME FRAME TO FLAG TREE LOCATIONS AND SPRAY OUT BEDLINES FOR SOD, PLANT BEDS, AND POLLINATOR MIX AREAS.
- REFER TO SHEET L17 FOR ADDITIONAL PLANTING NOTES AND PLANTING DETAILS.



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KIAWAH ISLAND  
PARKWAY  
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PLANTING  
SCHEDULE 1,2  
  
L15



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AREA 3:

Canopy Trees, Understory Trees, and Palm Trees

Quantity	Botanical Name	Common Name	Size	Remarks
2	Sabal palmetto	Palmetto Tree	(1) 10' (1) 14'	Hurricane Cut
3	Sabal palmetto	Palmetto Tree	(1) 10' (1) 12' (1) 16' HT.	Refoliated

Shrubs

Quantity	Botanical Name	Common Name	Size	Remarks
37	Sabal minor	Dwarf Palmetto	(18) 3 gal. (19) 7 gal.	Full, well formed
51	Serenoa repens	Saw Palmetto	(25) 3 gal. (26) 7 gal.	Full, well formed
121	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal.	Full, well formed

Grasses, Groundcovers & Perennials

Quantity	Botanical Name	Common Name	Size	Remarks
365	Muhlenbergia capillaris	Sweetgrass	1 gal.	Space 36" O.C.
15	Andropogon glomeratus	Bushy Bluestem	1 gal.	Space 36" O.C.
25	Spartina bakeri	Sand Cordgrass	1 gal.	Space 48" O.C.
4625	<div>Spartina patens</div>	Saltmeadow Cordgrass	1 gal.	Space 24" O.C.
52	Lobelia cardinalis	Cardinal Flower	1 gal.	See Sheet L14
25	Spartina alterniflora	Saltmarsh Cordgrass	1 gal.	See Sheet L14
51	Eupatorium fistulosum	Joe Pye Weed	1 gal.	See Sheet L14
50	Vernonia novaboracensis	Ironweed	1 gal.	See Sheet L14
101	Solidago sempervirens	Seaside Goldenrod	1 gal.	See Sheet L14
112	Asclepias tuberosa	Butterfly Milkweed	1 gal.	See Sheet L14
45	Baptisia australis	Blue False Indigo	1 gal.	See Sheet L14
75	Salvia coccinea	Scarlet Sage	1 gal.	See Sheet L14
45	Monarda punctata	Spotted Beebalm	1 gal.	See Sheet L14
20	Rudbeckia fulgida	Orange Coneflower	1 gal.	See Sheet L14
45	Iris virginica	Southern Blue Flag	1 gal.	See Sheet L14
84	Helianthus debilis	Dune Sunflower	1 gal.	See Sheet L14
60	Conoclinium coelestinum	Blue Mistflower	1 gal.	See Sheet L14
35	Gaillardia pulchella	Indian Blanket	1 gal.	See Sheet L14
3,680 SF	Sod - Tifway 419 Bermudagrass			

Hardscaping

Quantity	Description
2,400 SF	Plantation Mix Pathway / Parking
330 LF	Steel Edging for Plantation Mix

PLANTING NOTES:

1. CONTRACTOR SHALL ENSURE THAT ALL PLANT MATERIAL IS LABELED WHEN PURCHASED FROM NURSERY AND THAT LABELS STAY INTACT ON PLANT MATERIAL WHILE BEING LAID OUT IN THE FIELD AND ONLY REMOVED WHEN PLANTED.
2. PLANTS SHALL BE FULL GROWN IN SPECIFIED CONTAINER SIZES AND NOT RECENTLY REPOTTED FROM SMALLER TO LARGER SIZES.
3. REQUIREMENTS FOR MEASUREMENT, BRANCHING, AND QUALITY OF CONTAINER GROWN PLANTS AND BALLED AND BURLAPPED PLANTS SHALL FOLLOW OR EXCEED THE STANDARD CURRENTLY RECOMMENDED BY THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, IN. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT AND REQUIRE REPLACEMENT OF ANY PLANT MATERIAL THAT DOES NOT CONFORM TO THESE STANDARDS.
4. NO PLANT SUBSTITUTIONS OR OMISSIONS SHALL BE MADE WITHOUT PRIOR AUTHORIZATION FROM LANDSCAPE ARCHITECT.
5. ALL PLANT LAYOUTS SHALL BE REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT PRIOR TO PLANTING. LANDSCAPE ARCHITECT SHALL BE GIVEN TIME FRAME TO FLAG TREE LOCATIONS AND SPRAY OUT BEDLINES FOR SOD, PLANT BEDS, AND POLLINATOR MIX AREAS.
6. REFER TO SHEET L17 FOR ADDITIONAL PLANTING NOTES AND PLANTING DETAILS.

AREA 4:

Canopy Trees, Understory Trees, and Palm Trees

Quantity	Botanical Name	Common Name	Size	Remarks
18	Sabal palmetto	Palmetto Tree	(3) 10' (4) 12' (5) 14' (4) 16' (2) 18' HT.	Hurricane Cut
19	Sabal palmetto	Palmetto Tree	(4) 10' (4) 12' (5) 14' (4) 16' (2) 18' HT.	Refoliated
8	Ilex vomitoria	Yaupon Holly	15 gal.	*Full, well formed
7	Myrica cerifera	Wax Myrtle	15 gal.	*Full, well formed

Shrubs

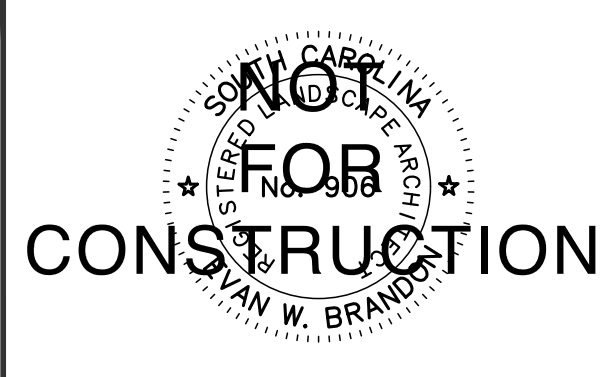
Quantity	Botanical Name	Common Name	Size	Remarks
13	Viburnum obovatum	Walter's Viburnum	7 gal.	Full, well formed
52	Sabal minor	Dwarf Palmetto	(26) 3 gal. (26) 7 gal.	Full, well formed
13	Itea virginica 'Henry' Garnet'	Henry's Garnet Sweetspire	7 gal.	Full, well formed
11	Leucothoe axillaris	Coast Leucothoe	7 gal.	Full, well formed
51	Serenoa repens	Saw Palmetto	(25) 3 gal. (26) 7 gal.	Full, well formed
9	Illicium floridanum	Florida Anise	7 gal.	Full, well formed
165	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal.	Full, well formed

Grasses, Groundcovers & Perennials

Quantity	Botanical Name	Common Name	Size	Remarks
55	Tripsacum dactyloides	Dwarf Fakahatchee	1 gal.	Space 36" O.C.
15	Spartina bakeri	Sand Cordgrass	1 gal.	Space 48" O.C.
30	Muhlenbergia capillaris	Sweetgrass	1 gal.	Space 36" O.C.
55	Andropogon virginicus	Broomsedge	1 gal.	Space 36" O.C.
25	Andropogon glomeratus	Bushy Bluestem	1 gal.	Space 36" O.C.
300	Nephrolepis cordifolia	Fishbone Fern	1 gal.	Space 30" O.C.
150	Dryopteris ludoviciana	Southern Shield Fern	1 gal.	Space 30" O.C.
150	Onoclea sensibilis	Sensitive Fern	1 gal.	Space 30" O.C.
3,015	<div>Spartina patens</div>	Saltmeadow Cordgrass	1 gal.	Space 24" O.C.
25	Lobelia cardinalis	Cardinal Flower	1 gal.	See Sheet L14
25	Spartina alterniflora	Saltmarsh Cordgrass	1 gal.	See Sheet L14
46	Eupatorium fistulosum	Joe Pye Weed	1 gal.	See Sheet L14
25	Vernonia novaboracensis	Ironweed	1 gal.	See Sheet L14
49	Solidago sempervirens	Seaside Goldenrod	1 gal.	See Sheet L14
29	Asclepias tuberosa	Butterfly Milkweed	1 gal.	See Sheet L14
49	Baptisia australis	Blue False Indigo	1 gal.	See Sheet L14
90	Salvia coccinea	Scarlet Sage	1 gal.	See Sheet L14
52	Monarda punctata	Spotted Beebalm	1 gal.	See Sheet L14
47	Rudbeckia fulgida	Orange Coneflower	1 gal.	See Sheet L14
96	Helianthus debilis	Dune Sunflower	1 gal.	See Sheet L14
85	Conoclinium coelestinum	Blue Mistflower	1 gal.	See Sheet L14
33	Gaillardia pulchella	Indian Blanket	1 gal.	See Sheet L14
20	Gelsemium sempervirens	Carolina Jessamine	1 gal.	Tie to guardrails
20	Passiflora incarnata	Passionflower Vine	1 gal.	Tie to guardrails
2,860 SF	Sod - Tifway 419 Bermudagrass			



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KIAWAH ISLAND

PARKWAY

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PLANTING SCHEDULE 3,4

L16

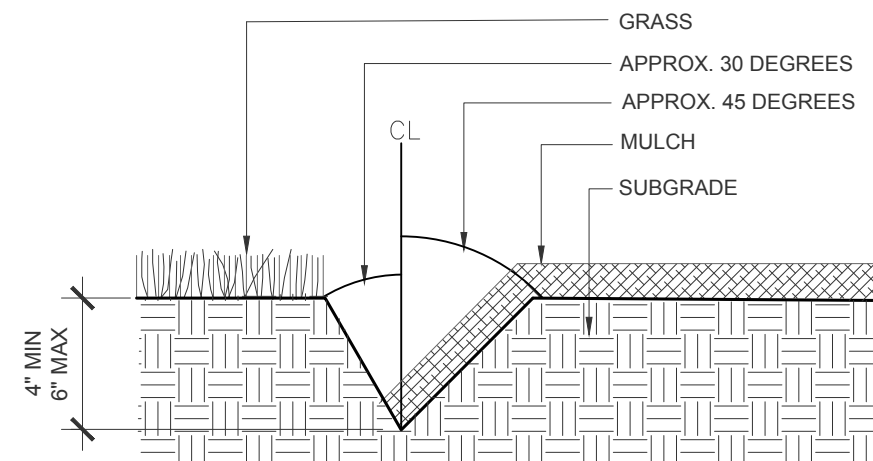


SOIL AMENDMENT NOTE: ALL AREAS WHERE NEW PLANTS ARE BE PLANTED SHALL HAVE SOILS WITH 3" COMPOST. IN ADDITION TO COMPOST, OSD WILL PROVIDE LANDSCAPE CONTRACTOR WITH SOIL SAMPLE REPORTS TO BASE FURTHER AMENDMENTS ON. SOIL AMENDMENTS SHALL INCLUDE ELEMENTAL SULFUR TO LOWER PH. LANDSCAPE CONTRACTOR AWARDED MAINTENANCE CONTRACT SHALL PERIODICALLY APPLY ELEMENTAL SULFUR TO ALL LANDSCAPED BEDS ACCORDING TO PACKAGE LABEL INSTRUCTIONS

GEOWEB NOTE: IN AREAS WHERE GEOWEB GEOCELL PRODUCT HAS BEEN INSTALLED ON ROADWAY EDGES, CONTRACTOR SHALL FOLLOW MANUFACTURER INSTRUCTIONS FOR SOD INSTALLATION. FOR PLANTING PLANT MATERIAL INCLUDING POLLINATORS AND SMALL SHRUBS IN THE GEOCELL, CONTRACTOR SHALL REMOVE 70 / 30 AGGREGATE / TOPSOIL MIXTURE, AND REPLACE WITH AMENDED SOILS (SEE SOIL AMENDMENT NOTE) AND PLANTS.

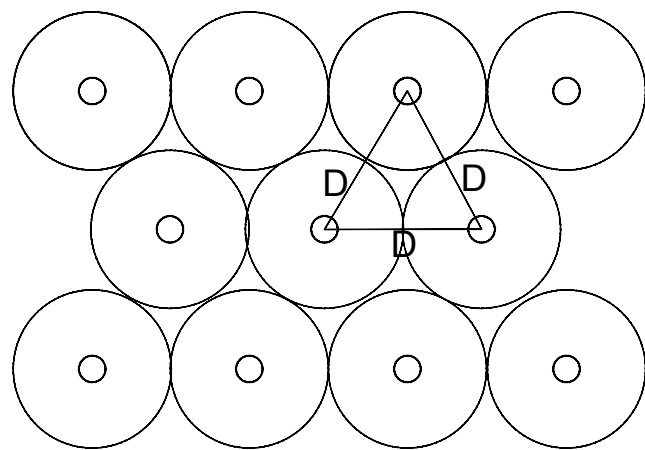
GENERAL LANDSCAPE NOTES:

- BIDDERS SHALL VISIT SITE, INSPECT EXISTING CONDITIONS, AND REVIEW PROPOSED PLANTINGS AND RELATED WORK PRIOR TO SUBMITTING BID.
- BIDDER / CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT TO CHECK THE QUALITY AND LOCATION OF ALL PLANT MATERIAL PRIOR TO SUBMISSION OF BID AND PRIOR TO PLANT INSTALLATION.
- IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES, CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS PRIOR TO SUBMITTING BID. BIDDER TO VERIFY ALL PLANT COUNTS PRIOR TO SUBMITTING BID.
- LANDSCAPE CONTRACTOR TO COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATIONS WITH OTHER CONTRACTORS WORKING ON SITE.
- WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUB MASSINGS ARE FOUND ON SITE, WHETHER SHOWN ON THE DRAWINGS OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED. ANY QUESTIONS REGARDING WHETHER PLANT MATERIAL SHOULD REMAIN OR NOT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
- ALL EXISTING TREES TO REMAIN GREATER THAN 8" IN DIAMETER MEASURED AT BREASH HEIGHT (DBH) TO BE FERTILIZED IN ACCORDANCE WITH ANSI A300- BEST MANAGEMENT PRACTICES - SOIL, AND PRUNED TO REMOVE DEAD WOOD AND DAMAGED OR RUBBING BRANCHES IN ACCORDANCE WITH ANSI A300 - BEST MANAGEMENT PRACTICES - PRUNING. ALL WORK SHALL BE PERFORMED BY OR UNDER DIRECT SUPERVISION OF AN ISA (INTERNATION SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF AND GRANTED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- REQUIREMENTS FOR MEASUREMENT, BRANCHING, AND QUALITY OF CONTAINER GROWN PLANTS AND BALLED AND BURLAPPED PLANTS SHALL FOLLOW OR EXCEED THE STANDARD CURRENTLY RECOMMENDED BY THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC
- CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER'S ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF CONTRACTOR.
- WARRANTY FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE OWNERS REPRESENTATIVE AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED. LANDSCAPE CONTRACTOR SHALL PROVIDE A WRITTEN REQUEST FOR THE OWNER'S ACCEPTANCE INSPECTION. REMOVE AND REPLACE DEAD PLANT MATERIAL IMMEDIATELY UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON. A LIMIT OF ONE REPLACEMENT OF EACH TREE AND SHRUB WILL BE REQUIRED EXCEPT FOR LOSSES CAUSED BY CONTRACTOR'S ERRORS.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER'S ACCEPTANCE. ACCEPTANCE OF GRADING AND SOD SHALL BE BY LANDSCAPE ARCHITECT OR OWNER. CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITY UNTIL FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, REPLACEMENT OF WASH-OUTS AND OTHER OPERATIONS NECESSARY TO KEEP MATERIAL IN A THRIVING CONDITION.
- PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD AS REQUIRED. CONTACT LANDSCAPE ARCHITECT FOR APPROVAL OF LANDSCAPE MATERIAL PLACEMENT BEFORE ANY PLANTING.
- CONTRACTOR TO REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
- OWNER OR LANDSCAPE ARCHITECT SHALL INSPECT LANDSCAPE INSTALLATION AND HAVE THE RIGHT TO REJECT AND WITHHOLD PAYMENT ON ANY PLANT MATERIAL(S) OF DAMAGED OR POOR QUALITY NOT MEETING SPECIFICATIONS.
- NO PLANTING TO BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- IF THE CONTRACTOR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS, OR ANY OTHER SITE CONDITION(S) WHICH MIGHT NEGATIVELY AFFECT PLANT MATERIAL ESTABLISHMENT, SURVIVAL, OR GUARANTEE, THEY SHALL BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- BIDDER / CONTRACTOR SHALL CONTACT OUTDOOR SPATIAL DESIGN FOR SOIL SAMPLE REPORTS. APPROPRIATE SOIL AMENDMENTS SHALL BE BASED ON THESE SOIL SAMPLES AND INCLUDED IN BID.
- ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. PLANT MATERIALS ARE TO BE PLANTED IN THE SAME RELATIONSHIP TO GRADE AS WAS GROWN IN NURSERY CONDITIONS. REMOVE ALL TWINE, WIRE AND BURLAP FROM TOP  $\frac{1}{3}$  OF TREE TRUNKS.
- ALL TREES, SHRUBS, GRASSES AND PERENNIALS SHALL BE CLEARLY IDENTIFIED (COMMON OR LATIN NOMENCLATURE) WITH A PLASTIC TAG WHICH SHALL NOT BE REMOVED PRIOR TO PLANTING.
- SEED AND/OR SOD ALL AREAS DISTURBED DUE TO GRADING AND CONSTRUCTION ACTIVITIES, WHERE SOD/SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED, SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS ON SLOPES STEEPER THAN 3:1 OR N DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.
- ALL LANDSCAPE AREAS SHALL HAVE PROPER DRAINAGE THAT PREVENTS EXCESS WATER FROM STANDING AROUND TREES AND SHRUBS. IMMEDIATELY MULCH WITH DOUBLE SHREDDED HARDWOOD MULCH AT A DEPTH OF NO LESS THAN 3 INCHES AND WATER ALL PLANTS AND TREES. COMPLETE WITHIN 16 HOURS OF INSTALLATION.
- TREE PLANTINGS AND BED LINES SHALL BE STAKED BY CONTRACTOR FOR LANDSCAPE ARCHITECTS APPROVAL PRIOR TO INSTALLATION.
- CONTRACTOR TO INCLUDE IN HIS BASE BID ALL GRADING, PLANTINGS, MULCHING, AND IRRIGATION SYSTEM WHICH SHALL TIE INTO EXISTING SYSTEM (WHERE APPLICABLE).
- CONTRACTOR TO ADJUST EXISTING IRRIGATION SYSTEM AS NEEDED TO PROVIDE 100% COVERAGE TO ALL PLANT BEDS AND TURF ON SITE. ALL PLANT BEDS SHALL RECEIVE IN-LINE DRIP IRRIGATION SPACED NO GREATER THAN 24" APART, AND ALL SODDED AREAS SHALL RECEIVE OVERHEAD SPRAY IRRIGATION. SPRAY IRRIGATION SHALL NOT BE CAST ONTO ANY HARDSCAPE AND/OR VERTICAL ELEMENTS. LANDSCAPE CONTRACTOR TO PROVIDE AS-BUILD DRAWING OF IRRIGATON SYSTEM / ADJUSTMENTS
- CONTRACTOR TO PROVIDE 3" MUSHROOM COMPOST WITH SOIL AMENDMENTS (SEE NOTE) TO ALL BEDS AND FINE GRADE TO PROVIDE SMOOTH TRANSITION INTO EXISTING GRADES. GRADE TO PREVENT PONDING. CONTRACTOR SHALL TEST COMPOST PH PRIOR TO APPLICATION. COMPOST SHALL BE BELOW PH OF 7 - CONTACT LANDSCAPE ARCHITECT WITH ANY DISCREPENCIES.
- IF SEASONAL CONDITIONS NECESSITATE THE NEED FOR CONTAINER GROWN STOCK WHEN BALLED AND BURLAPPED PLANT MATERIAL AS SPECIFIED, CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO SUBSTITUTION.

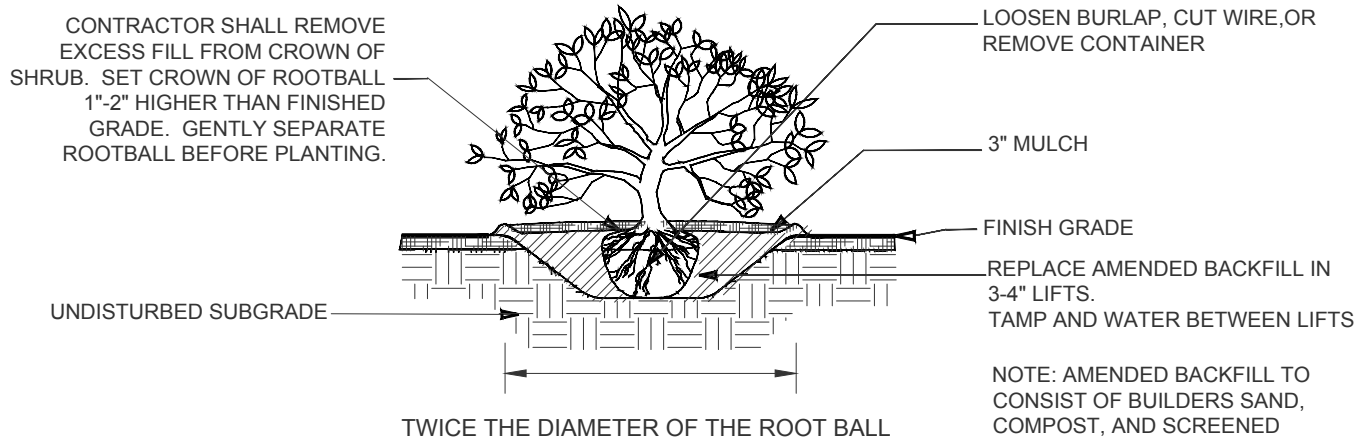


NOTE:  
EXCAVATE TRENCH BY HAND WITH SPADE. ADD EXCESS SOIL TO ADJACENT PLANT BED AFTER PULLING BACK EXISTING MULCH. RAKE SOIL AND SMOOTH BEFORE MULCHING.

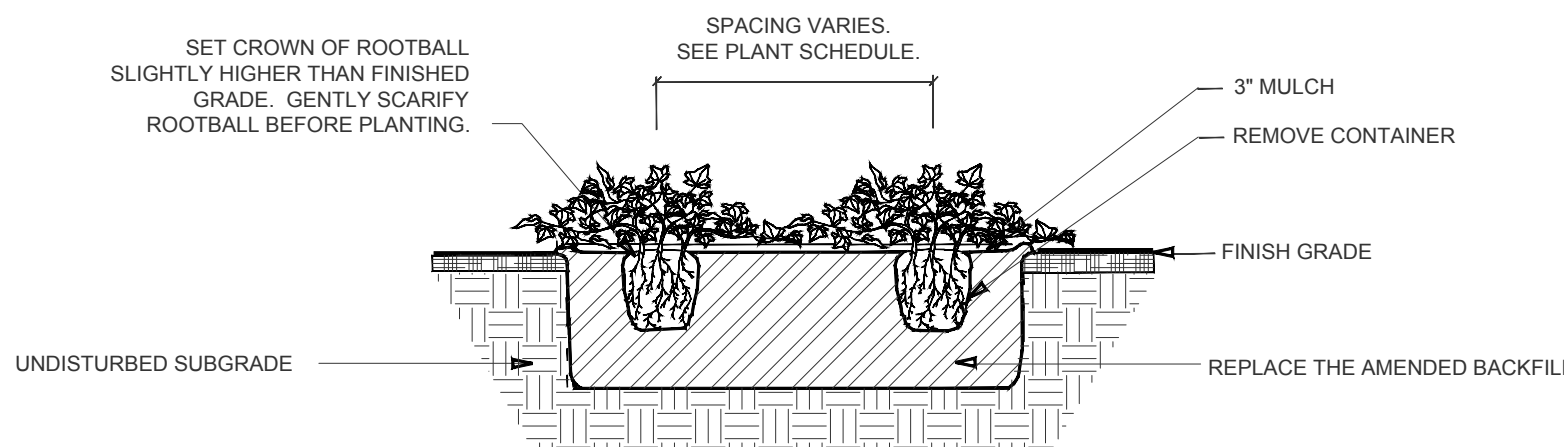
1  
L17  
TRENCH EDGE



2  
L17  
SHRUB / GROUND COVER SPACING

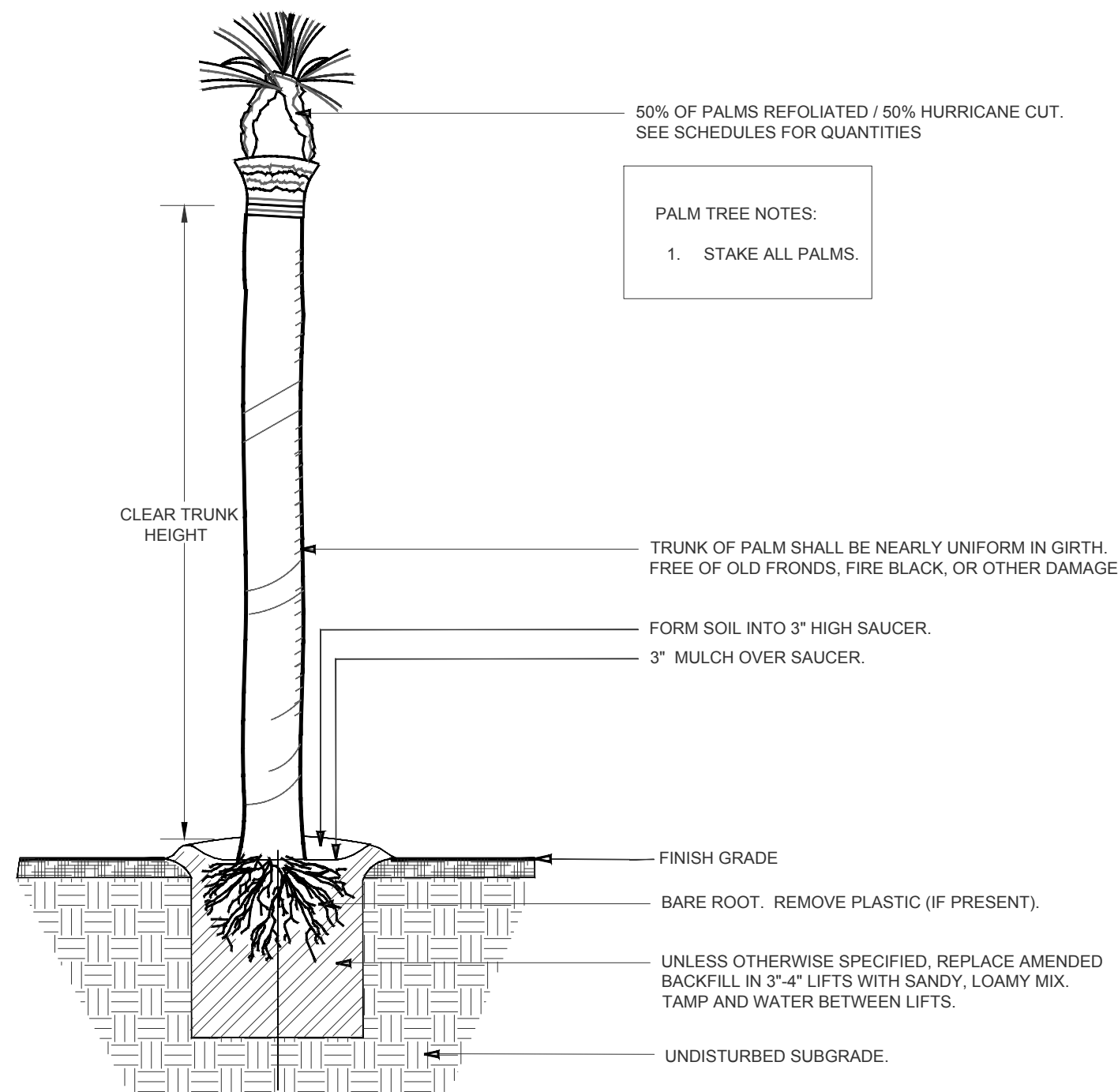


3  
L17  
SHRUB INSTALLATION

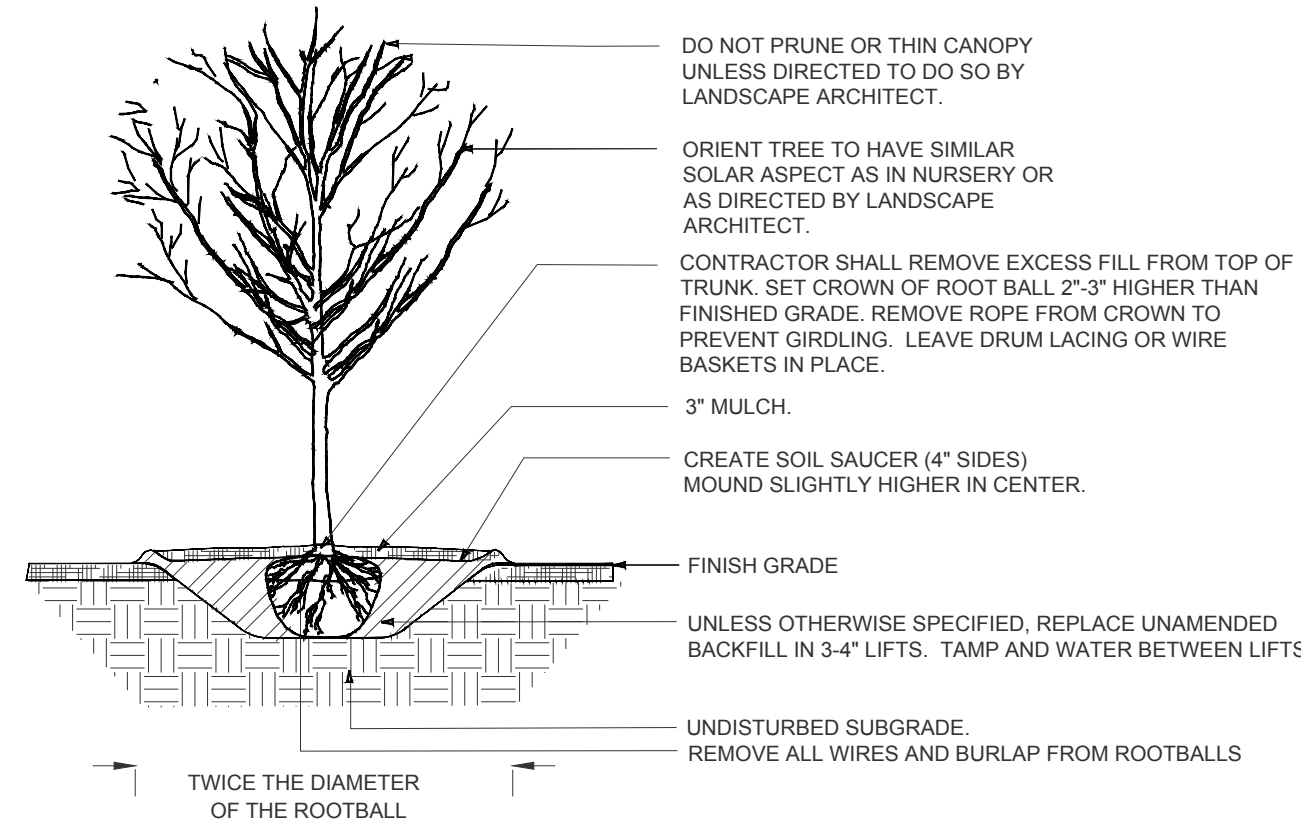


4  
L17  
GROUND COVER INSTALLATION

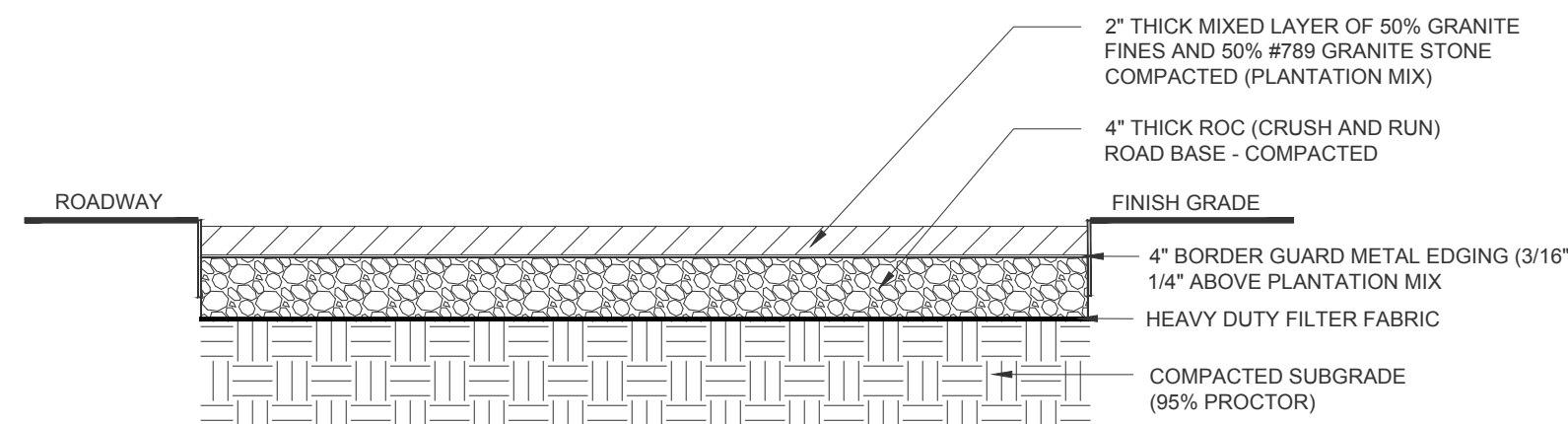
NOTE:  
AMENDED BACKFILL TO CONSIST OF BUILDERS SAND, COMPOST, AND SCREENED TOPSOIL AS NECESSARY.



5  
L17  
PALM TREE INSTALLATION



6  
L17  
TREE INSTALLATION

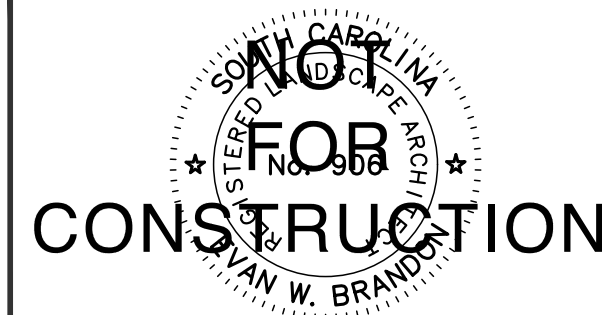


7  
L17  
PLANTATION MIX WITH STEEL EDGE

THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS SIGNED AND SEALED BY THE LANDSCAPE ARCHITECT OF RECORD AND STAMPED "APPROVED FOR CONSTRUCTION." USE OF THIS DRAWING FOR QUANTITY TAKE-OFFS AND PRICING IS PRELIMINARY UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.



Evan Brandon, PLA, ASLA  
1060 E. Montague Ave Suite 315  
N. Charleston SC, 29405  
843.733.3325



KIAWAH ISLAND  
PARKWAY  
KIAWAH ISLAND, SC

REVISIONS	DATES
SITE REVIEW	10.31.19
OPC SET	01.23.20
ARB REVIEW SET	03.09.20
PUBLIC BID	04.07.20
REVISION 1	04.14.20

DRAWN BY	GCS
REVISED BY	
CHECKED BY	EWB

PLANTING  
DETAILS &  
NOTES  
L17



Tab | 7

**TOWN COUNCIL**

**Agenda Item**







Tab | 8

**TOWN COUNCIL**

**Agenda Item**

## ORDINANCE 2020-02

### AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF KIAWAH ISLAND REGARDING ADVERTISING OF SHORT-TERM RENTALS AND SOCIAL DISTANCING

The Town Council of the Town of Kiawah Island, South Carolina, duly assembled, hereby ordains that the following Emergency Ordinance be adopted pursuant to South Carolina Code § 5-7-250:

**WHEREAS**, the Town has previously ordered that property managers and owners of Short-Term Rentals (STR) are prohibited from accepting new reservations for Short-Term Rental stays with the first day of occupancy commencing on March 25, 2020, through April 15, 2020; and

**WHEREAS**, it has come to the attention of the Town that some property managers and owners of STR continue to advertise their STR's without noting the ordered restrictions and continue to show the units as "available" in online booking calendars; and

**WHEREAS**, the Governor of the State of South Carolina continues to issue Executive Orders setting forth restrictions related to the Coronavirus outbreak, including orders regarding social distancing; and

**WHEREAS**, in light of the foregoing, Town Council of the Town of Kiawah Island deems it proper and necessary to adopt this emergency ordinance in order to address how the Town and Council will proceed in light of the above emergency;

**NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AS FOLLOWS:**

1. The Town's prior Emergency Ordinance, Ordinance No. 2020-01, remains in full force and effect with the exception that Section 8 of 2020-01 is amended to read the Property managers or owner of a Short-Term Rental (STR) is prohibited from accepting new reservations for a STR stay with the first day of occupancy commencing on March 25, 2020 through May 15, 2020.
2. The following emergency procedures are hereby adopted, effective immediately, and to remain in effect until May 22, 2020, unless otherwise noted, subject to termination, amendment, or extension by Council.
3. Pursuant to CDC guidelines, social gatherings of 10 or more people, for any reason other than working at or receiving essential services, is prohibited. Essential services include healthcare operations, utilities, gas stations, grocery stores and all food and beverage stores, pharmacies, convenience stores, restaurants and bars but only for take-out or delivery, hardware and building material stores, commercial delivery of products to homes or businesses, trash collection, mail and shipping services, building cleaning and maintenance, child care services, news media, financial institutions and professional services operations, construction, pastoral care, government operations, and any other essential services to maintain the safety, sanitation, and essential

operations of residences and other essential businesses. In addition, pursuant to Governor Henry McMaster's Executive Order No. 2020-13, issued March 23, 2020, law enforcement persons are authorized "to prohibit or disperse any congregation or gathering of people, unless authorized or in their homes, in groups of three (3) or more people, if any such law enforcement official determines, in their discretion, that any such congregation or gathering of people poses, or could pose, a treat to public health."

4. Property managers, owners, and anyone else involved in the advertising of a Short-Term Rental are prohibited from advertising the STR's availability from March 25, 2020 through May 15, 2020. As part of this prohibition, any online booking calendars for units shall indicate that the unit is not available from March 25, 2020 through May 15, 2020.
5. Property managers must inform all renters in writing of the restrictions contained in Section 3 of this Emergency Order, as well as the self-quarantine restrictions imposed by Governor McMaster's Executive Order No. 2020-14, Section 1, which states:

#### **Required Self-Quarantine for Individuals Entering South Carolina from High-Risk Areas**

To prepare for and respond to the ongoing and potential impacts associated with COVID-19, and the evolving public health threat posed by the same, and to maintain peace and good order during the State of Emergency, pursuant to the cited authorities and other applicable law, I hereby determine, order, and direct as follows:


- A. I hereby order and direct that an individual who enters the State of South Carolina from an area with substantial community spread, to include the Tri-State Area (consisting of the States of New York, New Jersey, and Connecticut) and the City of New Orleans, Louisiana, shall isolate or self-quarantine for a period of fourteen (14) days from the time of entry into the State of South Carolina or the duration of the individual's presence in South Carolina, whichever period is shorter. This Order shall not apply to individuals employed by airlines and individuals performing or assisting with military, healthcare, or emergency response operations. Any individual required by this Order, or any directives issued in connection therewith, to isolate or self-quarantine shall be responsible for any and all costs associated with such isolation or self-quarantine, including transportation, lodging, food, and medical care.
  - B. I hereby authorize and instruct the South Carolina Department of Health and Environmental Control ("DHEC") to provide any necessary and appropriate supplemental guidance regarding the interpretation, application, or enforcement of this Order.
6. Violators of the STR provisions contained in Sections 4 and 5 of this Emergency Order are in violation of the Town of Kiawah Island Municipal Code Ordinance Section 14-507, et seq., and will be subject to a fine of up to \$500.00 plus required statutory assessments or imprisonment for not more than 30 days, or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for the




violation shall not relieve the offender of liability for delinquent taxes, penalties, and any other costs. The failure of the rental business licensee to comply with any sections of this chapter shall constitute grounds for the suspension or revocation of the license. Violators may also be charged with any other relevant penalties contained in the Kiawah Island Municipal Code, state law, or federal law.

7. The Town adopts all Emergency Orders issued by the State of South Carolina Governor Henry McMaster related to the coronavirus. As part of that adoption, the Town also adopts the "President's Coronavirus Guidelines for America: 15 Days to Slow the Spread of Coronavirus (COVID-19)", first referenced in the Governor's Executive Order No. 2020-10, and recommends that persons "avoid social gatherings of more than 10 people".
8. Starting on April 4, 2020, no new check-ins are permitted at any STR. Guests currently checked in may remain.

**MOVED, APPROVED AND ADOPTED THIS 30th DAY OF MARCH, 2020.**

  
\_\_\_\_\_  
Craig Weaver, Mayor

**ATTEST:**

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

1<sup>st</sup> Reading: March 30, 2020

No Second Reading per S.C. Code § 5-7-250

## ORDINANCE 2020-02

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operations of residences and other essential businesses. In addition, pursuant to Governor Henry McMaster's Executive Order No. 2020-13, issued March 23, 2020, law enforcement persons are authorized "to prohibit or disperse any congregation or gathering of people, unless authorized or in their homes, in groups of three (3) or more people, if any such law enforcement official determines, in their discretion, that any such congregation or gathering of people poses, or could pose, a treat to public health."

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5. Property managers must inform all renters in writing of the restrictions contained in Section 3 of this Emergency Order, as well as the self-quarantine restrictions imposed by Governor McMaster's Executive Order No. 2020-14, Section 1, which states:

#### **Required Self-Quarantine for Individuals Entering South Carolina from High-Risk Areas**

To prepare for and respond to the ongoing and potential impacts associated with COVID-19, and the evolving public health threat posed by the same, and to maintain peace and good order during the State of Emergency, pursuant to the cited authorities and other applicable law, I hereby determine, order, and direct as follows:


- A. I hereby order and direct that an individual who enters the State of South Carolina from an area with substantial community spread, to include the Tri-State Area (consisting of the States of New York, New Jersey, and Connecticut) and the City of New Orleans, Louisiana, shall isolate or self-quarantine for a period of fourteen (14) days from the time of entry into the State of South Carolina or the duration of the individual's presence in South Carolina, whichever period is shorter. This Order shall not apply to individuals employed by airlines and individuals performing or assisting with military, healthcare, or emergency response operations. Any individual required by this Order, or any directives issued in connection therewith, to isolate or self-quarantine shall be responsible for any and all costs associated with such isolation or self-quarantine, including transportation, lodging, food, and medical care.
  - B. I hereby authorize and instruct the South Carolina Department of Health and Environmental Control ("DHEC") to provide any necessary and appropriate supplemental guidance regarding the interpretation, application, or enforcement of this Order.
6. Violators of the STR provisions contained in Sections 4, 5, or 8 of this Emergency Order are in violation of the Town of Kiawah Island Municipal Code Ordinance Section 14-507, et seq., and will be subject to a civil fine of up to \$500.00 plus required statutory assessments. Each day of the infraction shall be considered a separate offense. Punishment for the infraction shall not relieve the offender of liability for delinquent

taxes, penalties, and any other costs. The failure of the rental business licensee to comply with any sections of this chapter shall constitute grounds for the immediate suspension or revocation of the license for up to one year, and such suspension or revocation will not be suspended or stayed by an appeal. Violators may also be charged as an infraction with any other relevant civil penalties contained in the Kiawah Island Municipal Code, or civil or criminal penalties under state law, or federal law, including violations of S.C. Code Section 16-7-10 (Illegal acts during state of emergency), and penalties authorized pursuant to Executive Orders issued by the South Carolina Governor. In addition, the Governor has authorized cities to seek an injunction, mandamus, or other appropriate legal action in the courts of the State.


7. The Town adopts all Emergency Orders issued by the State of South Carolina Governor Henry McMaster related to the coronavirus. As part of that adoption, the Town also adopts the “President’s Coronavirus Guidelines for America: 15 Days to Slow the Spread of Coronavirus (COVID-19)”, first referenced in the Governor’s Executive Order No. 2020-10, and recommends that persons “avoid social gatherings of more than 10 people”.
8. Starting on April 4, 2020, no new check-ins or reservations are permitted at any STR or any other rental of less than ninety (90) days. Guests currently checked in may remain at the same property and under the same terms of the existing rental agreement or lease. Property owners and their immediate family may reside at the property owner’s residence. Guests or property owners may apply to the Town for a special exception for relief from these provisions upon a showing of special and extraordinary needs.
9. All retail establishments that are allowed to stay open pursuant to Executive Orders issued by the Governor must comply with social distancing guidelines issued by those Executive Orders, and must also limit customers entering the retail establishment to a single person per family or group at a time, except for shoppers with small children when no other adult is present, and persons who, for medical reasons, require assistance.
10. The services offered by commercial businesses providing services on the beach such as, but not limited to beach chairs and umbrella are hereby suspended for thirty (30) days effective, Thursday, April 9, 2020 at 5:00 p.m.
11. Violators of any provision contained in this Emergency Ordinance will be subject to a civil fine of up to \$500.00 plus required statutory assessments. Each day of the infraction shall be considered a separate offense. In addition, any violation may be charged as an infraction with any other relevant civil penalties contained in the Kiawah Island Municipal Code, or civil or criminal penalties under state law, or federal law, including violations of S.C. Code Section 16-7-10 (Illegal acts during state of emergency), and penalties authorized pursuant to Executive Orders issued by the South Carolina Governor. In addition, the Governor has authorized cities to seek an injunction, mandamus, or other appropriate legal action in the courts of the State.

12. All net fines (not including assessments or other payments directed elsewhere under State law) paid to the Town for violations of this Emergency Ordinance will be earmarked and donated to a nonprofit or charitable organization to be chosen at a later date.

**MOVED, APPROVED AND ADOPTED THIS 8th DAY OF APRIL, 2020.**

  
\_\_\_\_\_  
**Craig Weaver, Mayor**

**ATTEST:**

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

1<sup>st</sup> Reading: April 8, 2020

No Second Reading per S.C. Code § 5-7-250