

TOWN COUNCIL MEETING

Kiawah Island Municipal Center Council Chambers April 6, 2021; 2:00 PM

AGENDA

M	av	O	r
TATE		U	

John D. Labriola

Council Members

F. Daniel Prickett Maryanne Connelly John Moffitt Scott M. Parker, MD

Town Administrator

Stephanie Monroe Tillerson

ı.	Cal	I to Order:	
II.	Ple	dge of Allegiance	
III.	Ro	Il Call:	
IV.	А рі А. В.	proval of Minutes: Minutes of the Town Council Meeting of March 2, 2021 Minutes of the Special Call Town Council Meeting of March 24, 2021	[Tab 1] [Tab 2]
V.	Ma	yor's Update:	
VI.	Citi	izens' Comments (Agenda Items Only):	
VII.	Pre A. B. C.	sentation: Johns Island Task Force - John Zlogar Kiawah Life Plan Village (Kiawah Senior Living) – Big Rock Partners 2020 Beach Monitoring Report – Coastal Science and Engineering	
/111.	O ld Noi	Business:	
IX.	Nev	w Business:	
	A. B. C. D.	To Consider Approval of the Charitable Grant Recommendations To Consider Approval of the AirMedCare Contract Renewal To Consider Approval of the Contract with LS3P for the Municipal Garage Improvements To Consider Approval of the Proposal from Outdoor Spatial Design for Landscape Architectural Design Services	[Tab 3] [Tab 4] [Tab 5] [Tab 6]
	E. F.	To Consider Approval of the Contract with Evergreen Solutions to Conduct a Compensation and Benefits Study Request Recommendation for Approval for Installation of a New Kiawah Island Sign at the Main Gate	[Tab 7]
	1.	nequest necommendation for Approval for installation of a New Mawan Island Sign at the Main date	[Tab 8]

XV. Adjournment:

Executive Session

New Business:

Council Member:

Citizens' Comments:

Town Administrator's Report:

a. Committee Updatesb. General Comments

to the Proposed Purchase of Property

A. To Consider Approval of a Letter of Intent for the Purchase of Property

X.

XI.

XII.

XIII.

XIV.

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

A. Executive Session Pursuant to Section 30-4-70 (a) (2) of the South Carolina Code to Discuss Matters Relating



TOWN COUNCIL Agenda Item

TOWN COUNCIL MEETING

Virtual Meeting Via Zoom March 2, 2021; 2:00 PM

Minutes

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

Present at the meeting: John D. Labriola, *Mayor*

Dan Prickett, Mayor Pro Tem

Maryanne Connelly, Councilmember

John Moffitt, Councilmember
Dr. Scott Parker, Councilmember

Also Present: Stephanie Tillerson, Town Administrator

Joe Wilson, Town Attorney Petra Reynolds, Town Clerk

Stephanie Braswell-Edgerton, Communications Manager

John Taylor, Planning Director

II. Approval of Minutes:

A. Minutes of the Town Council Retreat of January 20, 2021

Councilmember Connelly made a motion to approve the minutes of the January 20, 2021, Town Council Retreat. Councilmember Moffitt seconded the motion, and the minutes were unanimously approved.

B. Minutes of the Town Council Retreat of January 21, 2021

Councilmember Parker made a motion to approve the minutes of the January 21, 2021 Town Council Retreat. Mayor Pro Tem Prickett seconded the motion, and the minutes were unanimously approved.

C. Minutes of the Town Council Meeting of February 2, 2021

Mayor Pro Tem Prickett made a motion to approve the minutes of the February 2, 2021 Town Council Meeting. Councilmember Parker seconded the motion.

Councilmember Parker noted a typographical error in the minutes.

Following the comment, the minutes were unanimously approved as amended.

D. Minutes of the Special Call Town Council Meeting of February 9, 2021

Councilmember Parker made a motion to approve the minutes of the February 9, 2021 Special Call Town Council Meeting. Councilmember Connelly seconded the motion, and the minutes were unanimously approved.

III. Mayor's Update:

Mayor Labriola commented that later in the agenda, there would be a discussion of the upcoming County Planning Commission meeting on March 8th and the LS₃P concept and program planning.

Mayor Labriola stated that Mr. John Zlogar, the Chairperson of the Johns Island Task Force, has asked to speak at an upcoming Town Council meeting. He indicated that he had invited Mr. Zlogar to the April 6th Town Council meeting to give an update on what the task force is working on.

Mayor Labriola stated that Mr. John Gregg, The Mayor of Seabrook, has been invited to meet with Council, staff, Mr. Lipuma, and Mr. Roberts to discuss Johns Island roads. Mr. Roberts will be giving a presentation relative to the alternatives that have been presented.

IV. Citizens' Comments (Agenda Items Only):

Scott Nelson -

Mr. Nelson commented that he favored the mask covering ordinance extension, stating that infections were still at a high level. Vaccinations for most visitors are not yet available, and science on the transmission of the virus, especially for the new variance, is still unknown despite vaccination.

Mr. Nelson commented that he opposed the zoning change to permit a putt-putt golf course on Betsy Kerrison Parkway. He stated that it is contrary to the general character of the road and only encourages further development in the face of the road's inability to handle further congestion.

V. Old Business:

A. To Consider Approval of **Ordinance 2021-01** - An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning - Article 4 – Section 12-374 - Definitions. – **Second and Final Reading**

Mayor Pro Tem Prickett made a motion to approve the second and final reading of Ordinance 2021-01. The motion was seconded by Councilmember Parker.

Following discussion, the motion was unanimously approved.

B. To Consider Approval of **Ordinance 2021-03** - An Ordinance of the Town Council of the Town of Kiawah Island Regarding Face Coverings, Restrictions on Restaurants, Establishments that Possess a State Permit to Sell Alcohol, Other Businesses and Facilities, and Essential Businesses – **Second and Final Reading**

Councilmember Connelly made a motion to approve the second and final reading of Ordinance 2021-03. The motion was seconded by Councilmember Parker.

Mr. Wilson stated that the Governor published his latest Executive Order lifting the 11:00 pm curfew on the service of alcohol at restaurants and also changed the mandatory restrictions to voluntary on large gatherings of 250 or more people. He reviewed the changes to Ordinance 2021-03 as:

- Removing the provision in Section 7(a) relating to the restriction of the 11 pm curfew on alcohol sales
- Removing the provision in Section 8 relating to restrictions on mass gatherings
- Changing references to Executive Order 2020-73 issued on November 25, 2020, to Executive Order 2021-11 issued on March 1, 2021

Mr. Wilson noted that the mass gathering language could be retained, changing the restriction to voluntary. Councilmembers discussed and agreed to the removal of Section 8.

Councilmember Moffitt made a motion to amend Ordinance 2021-11, removing Section 7(a), all of Section 8, and updating all references to Governor's Order 2021-11 issued March 1, 2021. The motion was seconded by Mayor Pro Tem Prickett and was unanimously approved.

Councilmember Connelly made a motion to approve the second and final reading of Ordinance 2021-03 as amended. The motion was seconded by Councilmember Parker and was unanimously approved.

VI. Consent:

- A. To Consider Approval of the Island Beach Services Franchise Agreement Amendment
- B. To Consider Approval of the Night Heron Park Franchise Agreement
- **c.** To Consider Approval of the Agreement with Kimley-Horn
- **D.** To Consider Approval of the Contract for Services with LS₃P for the Wet Trash and Recycling Center at the Municipal Center

Mayor Labriola stated that Consent items A through D were reviewed and recommend for approval at the February Ways and Means Committee meeting.

Councilmember Connelly made a motion to approve Consent items A through D. The motion was seconded by Mayor Pro Tem Prickett.

Councilmember Parker received clarification on the Kimley-Horn agreement. The intersection of Beachwalker Drive and the Parkway was a separate optional event as opposed to being included in the entire scope of work.

Following the discussion, the motion was unanimously approved.

VII. New Business:

A. Request Recommendation and Funding Approval to Ways and Means to Engage a Brand Standards Consultant

Ms. Braswell-Edgerton stated the request was for the Town's conceptual approval to engage a brand standards consultant's services in preparation for the website redesign project. She noted that one of the obstacles the Town encountered in the last redesign was the lack of established brand guidelines for the website firm to work from, which was further complicated by technically having two logos. The seal logo is featured in some places and the script logo in others.

Ms. Braswell-Edgerton stated that the Town will embark on a website redesign project to pursue an improved community website this year. The redesign intends to ensure that the end product reflects the Kiawah brand and the Town's identity within the community for present and future needs. While the website RFP process is taking place, it is in the Town's best interest to work with a consultant to advise and establish brand guidelines to form a visual identity for the Town consisting of official color palettes, typography, rules for logo use, and messaging. These guidelines will help formulate the best version of the Town's visual identity moving forward and build a foundation for designing a new website.

Mayor Pro Tem Prickett made a motion to recommend to the Way and Means Committee the consideration of engaging a branding consultant. The motion was seconded by Councilmember Parker.

Councilmembers engaged in a discussion of the request, the firm selected, and the advantages of establishing the Town's brand standards. Ms. Braswell-Edgerton stated that the local branding firm SDCO Partners is the preferred firm. They are highly qualified, experts in the industry, and very well acclimated with Kiawah and the Kiawah brand standards. SDCO Partners are the producers of *Legends* magazine, and the firm was contracted by the Community Association for their recent rebranding.

Following the discussion, the motion was unanimously approved.

B. Discussion of the Sea Island Golf, LLC Proposed Rezoning located in Charleston County at 4475 Betsy Kerrison Parkway

Mayor Labriola indicated on March 8th, the Charleston County Planning Commission would be considering the Sea Island Golf, LLC request to rezone the property neighboring the Municipal Complex. He stated that for Council, as representatives of the community, to submit a response to the rezoning request, a survey was conducted and had been completed.

Mr. Taylor gave a presentation that included a summary of the proposed rezoning request to be considered on March 8th. He reviewed the permitted uses, components in the Planned Development submitted with the request, and traffic volume data.

Mr. Taylor reviewed the results of the three-question survey conducted:

- 896 Responses
 - Familiarity with the rezoning proposal
 - 97% of the respondents were
 - Support or Oppose the proposed minigolf use
 - 90%/803 Opposed the use as mini golf
 - 10%/93 Supported the use as mini golf
 - Provided certain design standards imposed
 - > Issues surrounding the development of the adjacent property are of most concern
 - Traffic and safety
 - Bike and Pedestrian Safety
 - Sited accidents along Betsy Kerrison
 - Speed of traffic and proximity to the round-about
 - Visibility of entrance to the site
 - Incompatibility with the surrounding area
 - Increased commercial development along Betsy Kerrison
 - Change in character of the area
 - "Look and Feel" of the Kiawah Brand
 - Potential light / noise pollution

Mr. Taylor reviewed the Charleston County timeline of the request process.

Mayor Labriola added that he was familiar with the process while working on the Municipal Complex's zoning change and how important it was that the design and layout respected the community's residential nature. He also noted that the survey results opposing the rezoning request were discussed with Seabrook and the Community Association representatives, resulting in the Community Association Board indicating they would support the Town opposing the request. Councilmembers' discussion included the survey, support for opposing the rezoning request, proposed uses, the development being incompatible with the community's residential nature rather than the Kiawah Brand, and the impact of traffic..

Ms. Tillerson indicated that if the Planning Commission approves the rezoning request, the letter should reference the additional items that she felt should be included in the Planned Development documents.

Mayor Labriola indicated that a letter would be drafted to reflect Council's unanimous consensus in opposing the rezoning request and include the comments reflected in the community survey. The letter will be submitted or read into the record by Mr. Taylor at the March 8th Charleston County Planning Commission meeting.

VIII. Town Administrator's Report:

Ms. Tillerson reported that she had asked LS₃P, the original designers and architects for the Municipal Complex, to propose a conceptual layout for improvements and renovations to the garage. These would

include adding two new offices, additional storage space, lab, workspace, bathroom renovations, and possibly looking at the outside vehicle wash area.

Ms. Tillerson reported on the Parkway landscape project by stating that work on the irrigation system should be finished the week, with planting beginning soon. The goal was to have the project completed mid to late March. Mr. Gottshalk will be meeting with the contractor to get an update on the completion timeline.

Ms. Tillerson reported the deer culling project, approved by the previous Council, was completed in February, with 100 deer being culled. As per DHEC (Department of Health and Environmental Control) requirements, the deers were sent to the processor, and the meat was donated to those in need. She also reported there were no calls or incidents reported during the project.

Ms. Tillerson stated that during the senior staff meeting, Mr. Jordan reported that five bobcats had been collared this year. Testing the bobcats and other dead animals shows that there are still issues with Second Generation Anticoagulant Rodenticides (SGAs). The Town is still vigilant in its efforts to keep the SGA issues at the forefront and on everyone's minds.

Ms. Tillerson stated at the last Ways and Means Committee meeting, a review of Town revenues kicked off this year's budget process. A review of expenditures will be taking place at the March meeting.

Councilmember discussion included continuing efforts to contact non-conforming pest control companies on the use of SGAs, the SGA research study with a Clemson Ph.D. student, the letter sent to Senator Campsen from the Mayor outlining the Town's SGA efforts, and SGAs also endangering the bald eagles nesting on the island.

Councilmember Parker asked if a local charity had been identified to receive the funds collected from Emergency Ordinance violation fines. Ms. Tillerson indicated she was in the process of looking for a hospitality charity.

IX. Council Member:

- a. Committee Updates
- **b.** General Comments

Councilmember Connelly reported that she and Ms. Tillerson are working on the emergency response times for ambulance, fire, and rescue. She noted that over the past three years, response times go from pretty good to not acceptable. Councilmember Connelly stated that a deputy chief had been assigned to Kiawah to assist in resolving this issue and was encouraged a solution could be forthcoming.

Councilmember Connelly reported that she is reviewing the Town's Emergency Management Plan and intends to meet with Ms. Tillerson to discuss any concerns or comments.

Councilmember Connelly also reported that after receiving complaints about dogs jumping on beachgoers, the Public Safety Committee would review the Town's current leash law and discuss if any modifications are necessary.

Mayor Pro Tem Prickett stated that it was one of the Mayor's priorities is to raise or add to the Town's profile on Johns Island roads. He stated that in addition to Mr. Taylor, he would be attending the Johns Island Task Force meetings and will also start attending the monthly CHATS (Charleston Area Transportation Study) group meetings.

Councilmember Parker gave an update on water management by stating he met with Mr. Hernandez, Resiliency Specialist for the Community Association, and working on the Adaptive Management Plan.

Mr. Hernandez has indicated he is on track to give a Council presentation at the April meeting on various high-level and Kiawah-specific thresholds. The timeline is dependent upon him being able to meet with a number of stakeholders who have been unavailable at this time.

Councilmember Parker also reported on an Emergency Coastal Resiliency Fund Grant, which will look at ways to add green infrastructure, rain gardens, and erosions swales to help manage stormwater.

None

XI.

Adjournment:	
Councilmember Parker made a motion to adjourn the meeting at seconded the motion and was unanimously passed.	3:14 pm. Councilmember Connelly
Submitted by,	
Petra S. Reynolds, Town Clerk	
Approved by,	
John D. Labriola, Mayor	
Date	



TOWN COUNCIL

Agenda Item

TOWN COUNCIL SPECIAL CALL MEETING

Virtually via Zoom March 24, 2021; 12:45 pm

Minutes

l.	Call to Order: Mayor Labriola	called the meeting to order at 12:45 am.
	Present at the meeting:	John D. Labriola, Mayor Dan Prickett, Mayor Pro Tem Maryanne Connelly, Councilmember John Moffitt, Councilmember Dr. Scott Parker, Councilmember
	Also Present:	Stephanie Tillerson, Town Administrator Joe Wilson, Town Attorney Petra Reynolds, Town Clerk Stephanie Braswell-Edgerton, Communications Manager
	-	de a motion to move into Executive Session. The motion was Parker and unanimously approved.
II.	Executive Session: A. The Town Council to Rece South Carolina TMS No. 2	eive Legal Advice on 4474 Betsy Kerrison Parkway, Johns Island, 04-00-00-025
	Mayor Pro Tem Prickett made and unanimously approved.	a motion to move into Regular Session. The motion was seconded
	Mayor Labriola stated that in were taken.	n the Executive Session no decisions were made, and no votes
III.	Adjournment:	
	-	le a motion to adjourn the meeting at 1:14 pm. Councilmember and was unanimously passed.
	Submitted by,	
	Petra S. Reynolds, Town Clerk	<u></u>
	Approved by,	
	John D. Labriola, Mayor	

Date



Tab | 3

TOWN COUNCIL

Agenda Item

Town of Kiawah Island 2021 Staff Recommendation to the Ways and Means Committee

Tab	Organizations Name:				2019	2019	2020		2020	2021	2021	20)21	2021
					Requested	Awarded	Request		Awarded	Requested	Staff Recommendations	Ways ar	nd Means endations	Town Council Approved
1	Arts, etc.	Kay Crnkovich	njcmk@gmail.com	973-879-3949			\$ 10,	000 \$	4,000	\$ 10,000.00	\$ 3,000.00	\$	-	
2	Backpack Buddies Seabrook Island	William Gruebel	backpackbuddiesseabrookisland.com	843-302-2278	\$ 2,500	\$ 2,000	\$ 2,	\$00 \$	2,000	\$ 2,500.00	\$ 2,500.00	\$	2,500.00	
3	Barrier Island Free Medical Clinic, Inc	Brenda Falls	bfalls@bifmc.org	843-266-9801	\$ 20,000	\$ 20,000	\$ 20,	\$	20,000	\$ 20,000.00	\$ 20,000.00	\$ 2	20,000.00	
4	Bridges for End-of Life	Jonathan wright	jonathan@bridgessc.org	843-216-7323	\$ 2,150	\$ 2,150				\$ 2,185.00	\$ 2,185.00	\$	2,185.00	
5	Charleston Area Therapeutic Riding	Amanda A. Gerald	info@catr-program.org	843-559-6040	\$ 7,076	\$ 7,076	\$ 7,	84 \$	7,084	\$ 7,084.00	\$ 7,084.00	\$	7,084.00	
6	Kiawah Cares Foundation	Holly Newman	kaiwahcares@kica.us	843-725-5565						\$ 8,000.00	\$ -	\$	-	
7	Kiawah Womens Foundation	Theresa Widuch	kwfoundation@comcast.net	843-768-9576	\$ 7,000	\$ 7,000	\$ 7,	000 \$	7,000	\$ 7,000.00	\$ 7,000.00	\$	7,000.00	
8	Lowcountry Food Bank	Kelly Kelley	kkelley@lcfbank.org	843-747-8146	\$ 9,500	\$ 9,500	\$ 10,	000 \$	10,000	\$ 9,954.00	\$ 9,954.00	\$	9,954.00	
9	New. St. James Bethel Aferican Methidest Eposcopal Church	Saundra Middleton	smidddleton239@gmail.com	912-552-7061			\$ 3,	500 \$	1,116	\$ 3,000.00	\$ 3,000.00	\$	3,000.00	
10	New Webester JIP Food Pantry	Pattie Gordon	nwjipfood@gmail.com	404-387-9514						\$ 5,000.00	\$ 5,000.00	\$	5,000.00	
11	Operation Home	Mariam C. Langley	miriam@operationhome.org	843-212-8935	\$ 10,000	\$ 6,500	\$ 10,	000 \$	6,500	\$ 10,000.00	\$ 8,300.00	\$	8,300.00	
12	Operation Sight	Annie Vulpas	infor@operationsight,org	877-354-4822	\$ 4,000	\$ 4,000	\$ 4,	000 \$	4,000	\$ 5,000.00	\$ 5,000.00	\$	5,000.00	
13	Our Lady of Mercy Community Outreach Services	Kristin Raymond	Kristin.raymond@olmoutreach.org	843-559-4109	\$ 20,000	\$ 20,000	\$ 25,	000 \$	20,000	\$ 25,000.00	\$ 25,000.00	\$ 2	25,000.00	
an	Palmetto Project/Begin with Books	Nell Killoy	nkilloy@palmettoproject.org	803-917-1168	\$ 7,500	\$ 2,500				\$ 7,500.00	\$ 3,000.00	\$	6,000.00	
15	Sea Islands Blessing Basket	Shirley Savo	shirley@fightislandhunger.org	843-709-1406	\$ 5,000	\$ 3,000	\$ 5,	800 \$	4,500	\$ 7,000.00	\$ 7,000.00	\$	7,000.00	
16	Sea Island Habitat for Humanity	Sheilagh Carlisle	sheilagh@seaislandhabitat.org	843-768-0998	\$ 10,000	\$ 10,000	\$ 12,	900 \$	10,000	\$ 12,000.00	\$ 5,000.00	\$	9,000.00	
17	Sea Islands Water Wellness Mission	John Carpenter	JTCarpenter1313@gmail.com	309-648-8249	\$ 26,000	\$ 19,500	\$ 32,	\$00 \$	25,000	\$ 26,000.00	\$ 25,000.00	\$ 2	25,000.00	
18	Sweetgrass Garden Co-op	Jennifer Wicker	Jennifer.sweetgrass@gmail.com	843-330-7164	\$ 10,000	\$ -	\$ 8,	500 \$	4,500	\$ 5,000.00	\$ -	\$	-	
19	Teachers Supply Closet	Lynette Duggins	lynette@teacherssupplycloset.org	843-744-0234	\$ 11,000	\$ 6,500	\$ 7,	000 \$	6,500	\$ 5,000.00	\$ 3,000.00	\$	3,000.00	
1 20 I	The Paraclete Foundation of Holy Spirit Catholic Church	Joseph Stocker	jme.ki@icloudcom	843-860-0633			\$ 8,	525 \$	4,000	\$ 6,000.00	\$ 5,000.00	\$	5,000.00	
	Total Requests									\$ 183,223.00	\$ 146,023.00	\$ 15	50,023.00	
	Total Budgeted Funds to be awarded									\$ 150,000.00	\$ 150,000.00	\$ 150	0,000.00 \$	150,000.00
	Amount in excess of Budget									\$ 33,223.00	\$ (3,977.00) \$	23.00	(150,000.00)



Tab | 4

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Members of Council

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Meducare (AirMedCare Network) Municipal Site Membership

DATE: April 6, 2021

BACKGROUND:

On April 20, 2016, the Town entered into a one-year contract with AirMedCare Network (Meducare) to provide air medical transport services for Kiawah Island residents. Each additional year thereafter was renewed for one year. The current contract expires the end of April 2021. While the Town had a few air medical transport services during our five-year contract period, to our knowledge those individuals airlifted to the hospital were not Town residents. Therefore, the Municipal Site Membership plan was not activated.

In 2018, Mr. McAden notified us that AirMedCare Network stopped offering the Business Plan to new subscribers effective January 1, 2018, due to the continued decline in insurance rate reimbursement and the reduction of larger employers in the AirMedCare Network. The Municipal Site membership falls under the Business Plan, and therefore it was eliminated as well. However, those with an active Business/Municipal Site membership plan are grandfather in with the option of renewing. If the contract lapse, the membership plan option we are currently participating in will no longer be available.

The Public Safety and Ways and Means Committees considered the renewal at their regular scheduled meeting. After discussion, the Ways and Means Committee made a motion to recommend that the AirMedCare Municipal Site Plan Membership be renewed for another year at the same cost of \$8,163.00 (annual).

ANALYSIS:

The Municipal Site Membership will cover transport that originates out of Charleston County. There is no cost to residents with medical insurance. A resident can upgrade to a full coverage membership for \$35.00 (annual) that will give them coverage in over 220 locations across 32 states. Coverage also applies to renters provided that it is their primary residence.

ACTION REQUESTED:

Approval of the request to renew the annual agreement with AirMedCare for Municipal Site Plan Membership services at an annual rate of \$8,163.00. It comes as a recommendation from the Public Safety Committee and the Ways and Means Committee.

BUDGET & FINANCIAL DATA:

If approved, the cost will come from the FY 2020-2021 Budget.



Plan Code: <u>10228</u>

AirMedCare Network Municipal Site Membership For Town of Kiawah Island, SC

Organization: Town of Kiawah Island, SC Physical Address: 4475 Betsy Kerrison Pkway Kiawah Island, SC 29456

Contact: Petra Reynolds **Phone:** 843-768-5101

Email: preynolds@kiawahisland.org

County: Charleston

Membership Sales Manager/Base: (Name/Base)

Covered Individuals and Transports:

Any individual who resides within the boundaries of Kiawah Island, SC when transported for medical necessity by MedTrans Corporation (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Charleston County, SC; and
- If the covered individual transported is uninsured at the time of transport, MedTrans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

Kiawah Island, SC will pay to AirMedCare Network a total of \$8,163.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Kiawah Island, SC may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

	Standard Annual Rate	*Senior Annual Rate
\$45		\$35
	*Senior rate is available to the primary and secondary	household member if they are 60 years of age or older.

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.













Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

- Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed
 by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to
 permanent disability, and which require emergency air ambulance transport. A patient's medical
 condition, not membership status, will dictate whether or not air transportation is appropriate and required.
 Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether
 or not a patient is flown.
- 2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
- 3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.
- 4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
- 5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
- These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.
 - *Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.









Page 2 of 3



Agreed to by:		
Signature	Signature	
	Keith Hovey	
Printed Name	Printed Name	
	Vice President	
Title	Title	
	Membership	
Organization Name	Division	
Date	 Date	









Initial____



TOWN COUNCIL

Agenda Item



Fee Proposal

March 17, 2021

Stephanie Monroe Tillerson, AICP Town Administrator 4475 Betsy Kerrison Pkwy Kiawah Island, SC 29455

Kiawah Island Municipal Wildlife Offices Expansion M701-210530 Dear Stephanie,

LS3P is pleased to offer our design services to the town of Kiawah Island for their proposed renovation and expanded Wildlife Biologist offices in the existing garage building.

The following proposal outlines our scope of services for the design, construction documents and construction contract administration phases for the Kiawah Island Municipal Wildlife Office expansion.

SCOPE

Programming & Conceptual Design

The Town wishes to expand into the first adjacent garage bay and convert to two (2) separate offices. The existing overhead garage door will be replaced with an insulated storefront unit and an additional window will be added to the rear of the building for the other office. Room finishes and associated MEP systems will be updated and expanded to satisfy the added program. Existing MEP systems will be modified and relocated as necessary. The existing restroom layout will also be studied for improvements. Finally, an additional wash area is desired to clean larger vehicles.

We anticipate the programming and conceptual design phase to take approximately 4-weeks.

Construction Documents and Bidding/Negotiation

Upon receipt of town's comments and approval of the Conceptual Design package we will proceed with the preparation of construction documents. This package will define and depict the necessary building and engineering systems necessary and required for constructing the center's enclosure. The final construction documents will include complete architectural, structural, plumbing, and electrical drawings and specifications.

Civil Engineering and landscape architecture (as required) shall be contracted separately by the Town; however, we will coordinate with them to ensure a comprehensive building design and set of documents.

We will assist with submission of all necessary drawings and documents for obtaining the building permit, exclusive of any civil/site permits. We anticipate one building package to include the permit documents for the

building on the site. Release of additional packages will be considered an additional service and a fee will be negotiated prior to release of the package(s). We anticipate the CD phase to take approximately 10-weeks and the bidding/ permitting phase subject to normal county and town review time.

Construction Contract Administration

LS3P and our consultants will provide construction contract administration services throughout the construction of this project. LS3P will conduct site visits by a Construction Contract Administrator (CCA). The CCA will provide a field report of each visit. This will result in a maximum of 4 visits by over the anticipated construction schedule.

Our consultants will visit the site at appropriate times while work relating to their discipline is underway.

We will review up to two rounds of each shop drawing for compliance with the construction documents. Additional shop drawing reviews will be invoiced as an additional service per the LS3P hourly rate schedule. Substitution requests from the contractor must be made during design or the bidding/negotiation phase. Review of substitution requests made during construction and any necessary redesign to accommodate such requests will be considered an additional service and will be invoiced per the LS3P hourly rate schedule.

EXCLUSIONS

We have excluded from our scope of design services as listed above the following:

- 1. Construction cost estimating
- 2. Representation or design beyond the described scope of design services as made part of this proposal
- 3. Providing services to investigate existing soil and environmental conditions including geotechnical conditions.
- 4. Providing topographic or property surveys
- 5. Full-time representation on site during construction
- 6. Environmental graphics and project signage
- 7. Landscape architecture design services including hardscape design
- 8. Civil engineering services

SCHEDULE

We propose the following production schedule for the project (subject to change based on town and county review process):

Programming and Conceptual Design
Mar. 22 – Apr. 19
Construction Documents
April 19 – June 21

Bidding & Permitting

June 21 – July 19

Construction

August 2 - Dec 6, 2021

COMPENSATION

For the scope of work outlined above, we propose the following fee:

BASIC SERVICES:

Programming & Conceptual Design	lump sum	\$10,688
Construction Documents & Pricing	lump sum	\$19,238
Bidding	lump sum	\$ 2,137
Construction Contract Administration	lump sum	\$10,687
SUB-TOTAL		\$42,750
Reimbursable expenses	estimated	\$ 1,500
TOTAL FEE		\$44,250

We will bill monthly to the percentage of the work completed in each phase. Please see the attached "Standard Agreement Provisions and Hourly Rates" for additional information regarding billing.

ADDITIONAL SERVICES

Additional services not covered in the above scope of work as part of this proposal but found to be necessary in final design production or construction administration services shall be recoverable. Revisions to the construction drawings as a result of "Value Engineering" or other Owner-requested changes shall be considered an additional service. Additional services for consultants are billed at 1.25 times the consultant's direct invoice to the Architect. Additional site visit trips outside of our proposed scope of services shall be billed hourly based on the attached hourly rate schedule.

REIMBURSABLE EXPENSES

In addition to our compensation, we would ask that we be reimbursed for expenditures incurred by LS3P and our consultants specifically for this project. These expenses will be invoiced monthly at our and our consultant's actual cost times a multiple of one and one-tenth (1.1) for administrative expenses. These expenses are outlined and described in the attached rate schedule as made part of this proposal.

This proposal includes an estimated amount of \$1,500 for reimbursable expenses. If the extent of reimbursable expenses reaches this amount, the client shall be advised of additional costs and shall approve the same before Architect proceeds with activities resulting in an expense.

CONCLUSION

We look forward to continuing to work with you on the Kiawah Island Municipal Recycling Center project. Please contact me with any questions regarding this proposal.

Sincerely,	AGREED:
LS3P ASSOCIATES LTD.	Town of Kiawah Island
AICA	
David Burt, AIA Vice President / Principal	Ву:
vice rresident / rrincipal	NAME
	DATE



TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Ways and Means Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Request to Approve Landscape Proposal from Outdoor Spatial Design

DATE: 6 April, 2021

BACKGROUND:

The natural beauty and landscape of Kiawah Island is one of its biggest attractions for residents and guests alike. Maintaining this attractive, natural look requires constant attention and care, specifically in maintained areas along roadways, common areas, and public buildings. The Municipal Complex was designed to be the "Gateway to Kiawah" and it is important that the standard for look and feel that is set on the island remains upheld, and perhaps exceeded, at Town Hall.

ANALYSIS:

In the nearly four years that The Town has been located at the current complex, it has become evident that the landscape needs significant upgrading and repair in a number of areas. The first, and most important is a safety aspect. As the landscape has established and grown, there are several areas on the complex that obstruct the line of sight for motorists and pedestrians, specifically at the first curve on the driveway and the turn into the visitor parking area.

Further, there are a significant number of plants and trees that have either died or failed to establish themselves, ultimately bringing down the quality of the overall landscape on the complex.

ACTION REQUESTED:

Town Staff requests that the Town Council approves the revised proposal from Outdoor Spatial Design.

BUDGET & FINANCIAL DATA:

The cost for this proposal in its entirety is \$12,500 plus any hourly work as described in tasks 5-6. Funding would be sourced from the General Fund.



To: Brian Gottshalk, Jim Jordan, Town of Kiawah Island Date: March 29, 2021

From: Evan W. Brandon, PLA, ASLA - Outdoor Spatial Design, LLC

Re: Landscape Design - Kiawah Island Town Hall

LANDSCAPE DESIGN PROPOSAL

Dear Brian and Jim,

This proposed agreement delineates professional services and applicable fees for Landscape Architectural Design Services for the above referenced property. It is our understanding that the client is **The Town of Kiawah Island** (client) and that **Outdoor Spatial Design, LLC.** (OSD) will be providing Landscape Architectural Design Services as follows:

Tasks:

- 1. OSD shall develop a 50% complete set of planting plans for review with the client. The plans will focus on improving visibility, safety, and replacement dead and poorly performing plant material. These planting plants will include the following:
 - a. Demolition and tree / plant removal plan
 - b. Overall colored schematic planting plan with possible plant selections
 - c. Plant palette photo-board
- 2. Based on input from the client, OSD shall progress the planting plans into a 100% pricing set. These planting plans will include the following:
 - a. Demolition and tree / plant removal plan
 - b. Overall planting plan
 - c. Enlarged detailed planting plans
 - d. Overall plant schedule and planting details
- 3. OSD shall prepare an opinion of probable cost associated with the planting plans.
- 4. OSD shall provide (2) revisions to the planting plans based on client feedback. Any additional revisions will be billed out hourly as additional services.
- 5. If phasing is requested, OSD will separate out the planting plans and schedules once phases are determined. OSD shall also forward the drawings to (3-4) qualified landscape contractors, field questions, review pricing and negotiate with the contractor to help receive the best price to implement the landscape design.



- 6. Once the contractor has been selected and the Town enters into a contract with the landscape contractor, OSD shall be available to both the client and the contractor for questions and clarifications on an as-needed basis throughout construction. This will ensure that the drawings are followed correctly and will allow us to adjust the design as needed to allow for unforeseen field conditions. Construction observation includes:
 - On site construction coordination meetings to review and approve planting layout, quality and location, stake-out of bed lines, tree locations, lighting installation, etc.
 - b. On site "punch-list" inspection at substantial completion of all landscape and site construction.
 - c. On site inspection at completion of all landscape and site construction punch list items.
 - d. Miscellaneous phone calls, emails and coordination with the contractor and owners.

CLIENT'S RESPONSIBILITIES (Exclusions to Scope of Services)

The client shall provide the following information or services as required for performance of the work. Should OSD be required to provide services in obtaining or coordinating completion of this information, such services shall be charged as additional services. OSD assumes no responsibility for the accuracy of such information or services, may rely on the accuracy of such information, and shall not be liable for errors or omissions therein.

- A. Topography and boundary surveys (.pdf and .dwg formats).
- B. Legal descriptions of property.
- C. Soils investigations and / or engineering.
- D. Existing site engineering and utility base information (.pdf and .dwg formats).

STANDARD CONDITIONS

Landscape Architectural Services will be subject to the following Standard Conditions:

- A. This Agreement is to be signed and returned to Outdoor Spatial Design, LLC within 30 days in order to proceed with the described services. Otherwise, the offer to perform the described services may, in Outdoor Spatial Design, LLC's sole discretion, be withdrawn and be null and void.
- B. Upon not less than seven days written notice, Outdoor Spatial Design, LLC shall suspend all services including access to drawing files if the client fails to pay in full within 60 days for services rendered or expenses incurred and for nonpayment of outstanding invoices. Outdoor Spatial Design, LLC shall have no liability because of such suspension of services or termination due to Client's nonpayment.



- C. Invoices will be submitted monthly or after services are rendered and are payable within seven (7) days of receipt. Accounts with balances extending over 30 days will be assessed a finance charge that will be calculated at the rate of 1.50% per month for an annual rate of 18.0%
- D. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice. If terminated by Client, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred in accordance and conditions of this agreement, up to the date of termination.
- E. Outdoor Spatial Design, LLC shall not be responsible for delay caused by circumstances beyond its reasonable control.
- F. Outdoor Spatial Design, LLC assumes no liability for the accuracy of surveys and survey information and may rely on the accuracy of survey information provided.
- G. Client acknowledges and agrees that proper project maintenance is required after the project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

COMPENSATION

Task:

A. The Client shall compensate OSD for services described above and in accordance with the Terms and Conditions of this Agreement on a lump sum by phase basis, plus expenses. Services will be billed by phase plus expenses as follows:

100111	1 0001
	\$5,500.00
• Tasks 2-4	·\$7,000.00
• Task 5	Hourly as needed
	Hourly as needed

Fees:

Note: Fees for Sub-Consultants including, but not limited to lighting, electrical, irrigation and structural engineering are not included and, if needed, will be billed as a reimbursable expense plus handling fees (with approval from owner).



B. Schedule of Rates indicated below does not include allowances for overtime in excess of a forty-hour workweek. Travel time to and from the office of the Landscape Architect to the work site shall be billed hourly in addition to the design fee outlined above. (These rates are valid for six months from the date of this contract):

<u>Personnel</u>	Hourly Rate
Principal	\$150.00
Landscape Architect	\$125.00
Project Manager	\$105.00
Designer	\$85.00

Reimbursable Expenses

Mileage	Subject to Federal Guidelines
Large Format Color Prints	\$8/sq ft
Large Format Black and White Prints	\$2/sq ft
11x17 Color Print	\$3.50 ea
11x17 Black and White Print	\$1.50 ea

- C. Additional Services include but are not limited to:
 - 1. Plan preparation for and construction observation of portions of the project let on a segregated bid basis or to be phased during construction.
 - 2. Site visits over and above the number stated in this contract.
 - 3. The preparation of public agency documents other than plans specified in this proposal, or meetings/negotiations with regulatory agencies.
 - 4. Revisions to approved drawings and the preparation of alternates or deductive change orders requested by the Client.
 - 5. Design or product research for planters, pools, garden furniture or other garden elements not specified in this proposal.
 - 6. Visits to plant nurseries to select plant material.
 - 7. Services with respect to replacement of any work damaged during construction.
 - 8. Services required as a result of the default or insolvency of contractor.
 - 9. Preparation of as-built, record drawings or of measured drawings of existing conditions.



- 10. Providing prolonged construction observation should the construction time be substantially extended through no fault of OSD.
- 11. Design changes if budget is adjusted by +/- 10%.
- 12. Consultation in regards to drainage issues, other than standard grading plan, on lots where site drainage is problematic.
- 13. Consultation with irrigation consultants regarding preparation of irrigation plans

NOTE: OSD will be happy to provide any of these additional services at the request of the client.

If you accept the terms of this proposal, please sign at the bottom and return (1) copy as acceptance of conditions stated herein. If you have any questions regarding the terms of this agreement, please do not hesitate to call.

Thank you,

Evan W. Brandon, PLA, ASLA Principal

Evon Brondon

Outdoor Spatial Design, LLC 1060 East Montague, STE 315 North Charleston, SC 29405 843.718.5554 Accepted by: Date:



TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Members of Council

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Compensation Study

DATE: April 6, 2021

BACKGROUND:

The Town will conduct a Compensation Study ("Study") to update the Town's job descriptions as necessary and provide compensation and benefits information sufficient to assist the Town Administrator and Mayor with compensation decisions. The Mercer Group completed the last Compensation Study in January of 2018. SHRM (Society for Human Resource Management) recommends as a general rule that employers examine the overall salary structure at least every three to five years to determine whether the structure is still aligned with your needs and the labor market.

My goal in updating the compensation plan is to establish a compensation plan that is consistent with prudent public practices; to provide a defensible and technically sound basis for compensating employees; and to ensure that the Town's compensation practices are competitive, both for employee recruitment and retention, and consistent with those of comparable employers.

Each of the firms responding to the RFP had excellent experience and qualifications for delivering a Compensation Study as required by the Town. The staff team has unanimously chosen to recommend Evergreen Solutions, LLC, to complete the Town's Compensation Study for several reasons, including:

- The firm demonstrated extensive experience for the project: 17 years' experience and a comprehensive client list of towns, city, county, and other public agencies.
- In addition, they have worked in 19 communities in the State of South Carolina.
- The Study's methodology and scope were the most comprehensive and inclusive of the six other firms that responded, and
- A commitment to a high amount of communication and meetings throughout the process.

ACTION REQUESTED:

To consider approving the request to enter into a contract with Evergreen Solutions, LLC in an amount not to exceed \$17,500. The recommendation to Approve comes from Staff and the Ways and Means Committee.

BUDGET DATA:

Funding source -from General Fund.



Consulting Services Agreement

By and Between

Town of Kiawah Island, South Carolina

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of April 6, 2021 is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and the Town of Kiawah Island (the "Client").

WHEREAS, Evergreen Solutions and the Client desire to enter into an agreement whereby Evergreen will provide certain management consulting services for the Client on the terms and conditions hereinafter set forth; and

WHEREAS, Evergreen Solutions is willing to provide such management consulting services for the Client.

NOW, THEREFORE, the parties hereto agree as follows:

- **1. Engagement.** Evergreen Solutions hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with the Request for Proposals (RFP #02-21) and Proposal submitted by Evergreen Solutions on March 15, 2021.
- **2. Extent of Services.** Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement.

Evergreen Solutions agrees to devote such time as is reasonably required to fulfill its duties hereunder. Throughout the duration of this agreement, Evergreen Solutions will serve as an independent contractor of the Client, as such; Evergreen Solutions will obey all laws relating to federal and state income taxes,



associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

In the successful completion of this engagement, Evergreen Solutions may utilize subcontractors, but Evergreen Solutions shall remain completely responsible to the Client for performance under this Agreement.

3. Term. The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through July 30, 2021, unless earlier terminated, pursuant to Section 5 hereof.

4. Compensation.

- (a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal to \$17,500 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:
 - 33% upon completion of Tasks 1-2
 - 33% upon completion of Tasks 3-5
 - 34% upon completion of Tasks 6 9
- (b) The Client's sole obligation shall be to pay Evergreen Solutions the amounts described in Section 4(a) of this Agreement, and the Consultant is not and shall not be deemed an employee of the Client for any purpose.
- **5. Termination.** This Agreement shall be terminated as follows:
- (a) 30 days after written notice of termination is given by either party at any time after INSERT DATE, provided however, that if the Client shall terminate this Agreement pursuant to this Section 5(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.
- (b) On such date as is mutually agreed by the parties in writing.
- (c) Upon expiration of the Term as set forth in Section 3.

If Client elects to terminate for material breach then Client shall pay to consultant in one lump sum an amount equal only to that for which services have been rendered.

Upon termination of this Agreement pursuant to this Section 5, except as contemplated by Section 5(a) in the event Client terminates this Agreement in the absence of continuing material breach hereof by Consultant, Consultant shall be entitled to payment of only that portion of the Consulting Fee earned through the effective date of such termination and any portion of the Lump Sum Payment which has not been paid to Consultant as of the effective date of such termination.

6. Confidential Information. Evergreen Solutions shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly



or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the Client any trade secrets or confidential information as determined by the Client in writing.

- **7. Covenants.** Evergreen Solutions agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Client.
- **8. Binding Effect.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).
- **9. Entire Agreement.** This Agreement, including the aforementioned RFP and proposal, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.
- **10. Notices.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:
 - (a.) If to Evergreen Solutions addressed to:

Evergreen Solutions, LLC Attention: Dr. Jeff Ling, President 2878 Remington Green Circle Tallahassee, Florida 32308

(b.) If to the Client addressed to:

Town of Kiawah Island Attention: Ms. Stephanie Tillerson, HR Director 4755 Betsy Kerrison Parkway Kiawah Island, South Carolina 29455

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

11. Miscellaneous. This Agreement:

- (a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns;
- (b) may not (except as provided in Section 9 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);
- (c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute



one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

- (d) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto; and
- (e) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Evergreen Solutions, LLC
Jeff Ling, President
T
Town of Kiawah Island
- 1 - 1 1 1 3 c
John Labriola, Mayor





TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Members of Town Council

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Request for Recommendation for Installation of New Kiawah Island Sign

DATE: 6 April, 2021

BACKGROUND:

The current Kiawah Island sign just before the main gate has become noticeably weathered and continues to be impacted by natural elements. In light of the upgrades to the rest of the parkway, Town Staff feels the need to upgrade this sign as well, creating a more welcoming entrance to the island for residents and guests.

ANALYSIS:

We procured a master design plan from the Community Association for the new sign that maintains the look and feel of the new signage that has been implemented throughout the island. This design plan was sent out to 4 vendors. Three vendors responded with quotes for the fabrication and installation of the new sign. After Ways and Means discussion, The Committee narrowed the vendor selection down to Fast Signs and Southwood. The estimates are as follows:

Southwood: \$36,527.60

Fast Signs: \$15,000.000

I would like to note that Fast Signs explained that this is a "ballpark" estimate and also noted that the Western Red Cedar wood that is part of the design plan can be difficult to source. Further, I will meet on site with any contractor that is selected to carry out this work to make sure that the scope their scope is consistent with our expectations.

At this point I am waiting to get revised quotes from Southwood and Fast Signs that are exclusive of the lumber, in hopes that we can source it ourselves. This should drop both prices significantly, and I should have this information prior to the Town Council meeting.

Southwood is not completely confident that they will be able to source the lumber in time for our deadline of May 10. I will be getting clarification from Fast Signs on their ability to meet this deadline when they send the revised quote.

Council Member Prickett has been in touch with his contact for sourcing lumber, and as of now we are waiting to see if we can source the lumber through him cheaper and quicker than going through the sign company.

ACTION REQUESTED:

Town Staff requests that Town Council approve the installation of a new Kiawah Island sign.

BUDGET & FINANCIAL DATA:

The cost this work would be sourced from the General Fund.



Sold To:

KIAWAH ISLAND COMMUNITY ASSOC. INC 23 BEACHWALKER DRIVE KIAWAH ISLAND, SC 29455 Ship To:

KIAWAH ISLAND COMMUNITY ASSOC. 23 BEACHWALKER DRIVE KIAWAH ISLAND, SC 29455

Attn: SHANNON WHITE

Phone: 886-226-1770 Fax: 843-329-0445

Bill To:

QUOTE ID	CUSTOMER P.O.	PAYMENT TERMS				FREIGHT TERMS		
45401		NET 10				Freight billed		
QUOTE DATE	CUSTOMER ID	SALES REP ID	TERRITORY		SHIPPING METHOD		D	
3/30/2021	30457	EFH						
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LINE # DESCRIPTION			QUANTITY	′ X	PRICE	PRICE		
4	D TWOED COMODETE DD 41	1 15 4				00400400	#040040	

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LINE#	DESCRIPTION	QUANTITY	X	PRICE	PRICE
1	MAIN ID - TIMBER, CONCRETE, BR. ALUM.	1	Т	\$24,281.00	\$24,281.0
2	RUSH FEE 15%	1	Τ	\$3,642.00	\$3,642.00
3	INSTALL & MOBILIZATION	1	Τ	\$6,537.00	\$6,537.00

SUB TOTAL \$34,460.00 SC STATE SALES TAX \$2,067.60

TOTAL ORDER AMOUNT \$36,527.60

SOUTHWOOD CORPORATION

ACCEPTED BY

DATE

To Initiate Order, sign and return a copy of quotation with deposit and/or purchase order.

SouthWood Terms and Conditions dated 05/24/2018 are integral to this proposal and are to be considered part of and incorporated in any and all subsequent documentation resulting from this proposal unless expressly acknowledged by SouthWood in a written authorization. They can be found at http://southwoodcorp.com/terms.

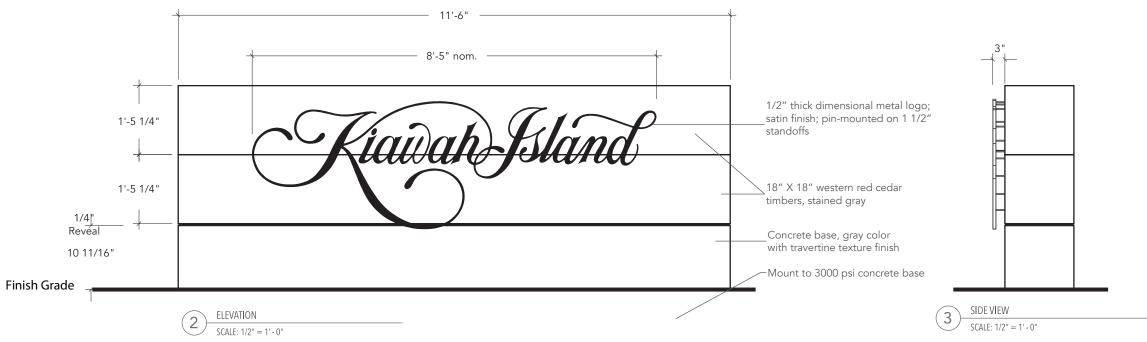
REMIT TO: P.O. Box 740634 Atlanta, Georgia 30374-0634

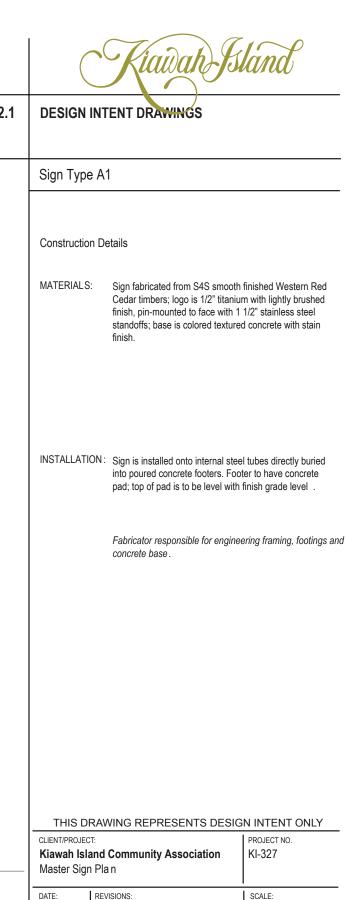
4700 Westinghouse Boulevard • Charlotte, North Carolina 28273

(704) 588-5000 • (800) 727-6884 • Fax (704) 588-5017 • www.southwoodcorp.com

Date Printed: 3/30/2021 Page: 1 of 1

11 1/2" TOP VIEW SCALE: 1/2" = 1' · 0"





As Shown

7/18/15

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Graphics Detail s



1 ELEVATION

SCALE: 3/4" = 1' - 0"

THIS DRAWING REPRESENTS DESIGN INTENT ONLY

CLIENT/PROJECT:

Kiawah Island Community Associatio n

Master Sign Plan

DATE:

7/18/15

REVISIONS:

SCALE:

As Shown

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