



TOWN OF *Kiawah Island*

Mayor

John D. Labriola

Council Members

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

Town Administrator

Stephanie Monroe Tillerson

TOWN COUNCIL MEETING Municipal Center Council Chambers December 7, 2021; 2:00 PM

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Roll Call:
- IV. Approval of Minutes:
 - A. Minutes of the Town Council Meeting of November 2, 2021 [Tab 1]
- V. Mayor's Update:
- VI. Citizens' Comments (Agenda Items Only):
- VII. Presentation:
 - A. Kiawah Island Utility Overview of the Rate Increase Filing
- VIII. Consent:
 - A. To Consider Approval of **Ordinance 2021-14** - An Ordinance to Amend Article 4, Finance and Taxation, Chapter 3, Municipal Business Licenses- **Second and Final Reading** [Tab 2]
 - B. To Consider Approval of **Ordinance 2021-15** - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 4 - Permits, License and Fees, Division 2 - Licenses, Section 9-201. - Licenses - **Second and Final Reading** [Tab 3]
 - C. To Consider Approval of **Ordinance 2021-16** - An Ordinance to Amend Article 14 - General Regulations, Chapter 5 - Rental Applications and Regulations, Section 14-504 - Rental Business License, Section 14-505 - Short-Term Rental Property Caps, Section 14-509 - Revocation or Suspension of a Short-Term Rental Business License, Section 14-510 - Appeals to Town Council - **Second and Final Reading** [Tab 4]
- IX. New Business:
 - A. To Consider Approval of **Ordinance 2021-10** - An Ordinance of The Town Council of the Town of Kiawah Island Amending Section 15-306 (Noise) of the Kiawah Island Code of Ordinances - **First Reading** [Tab 5]
 - B. To Consider Approval of the Proposal for Beachwalker Drive Pedestrian Safety Improvements [Tab 6]
 - C. To Consider Approval of the Proposal for Garage Improvements [Tab 7]
 - D. To Consider Approval of the Proposal for the Android App. [Tab 8]
 - E. To Consider Approval of the Town Attorney Contract Services Agreement with Joseph Wilson [Tab 9]
 - F. To Consider Approval of the Prosecuting Town Attorney Contract Services Agreement with Adam Young [Tab 10]
 - G. To Consider Approval of the Amendment of the STR Code Enforcement Contract with Island Beach Services [Tab 11]
 - H. To Consider Approval of the Off-Duty Deputy Contract with the Charleston County Sheriff's Office [Tab 12]
 - I. A Request From the Lowcountry Marine Mammal Network to Consider a Letter of Support to Make Captain Sam's Inlet a 'No Wake Zone' [Tab 13]
 - J. To Consider Approval of the 2022 Meeting Schedule [Tab 14]

- X. **Town Administrator's Report:**
- XI. **Council Member:**
 - a. Committee Updates
 - b. General Comments
- XII. **Citizens' Comments:**
- XIII. **Adjournment:**



Tab | **1**

TOWN COUNCIL

Agenda Item

TOWN COUNCIL MEETING
Municipal Center Council Chambers
November 2, 2021; 2:00 PM

Minutes

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

II. **Pledge of Allegiance**

III. **Roll Call:**

Present at meeting: John D. Labriola, *Mayor*
Dan Prickett, *Mayor Pro Tem*
Maryanne Connelly, *Councilmember*
Dr. Scott Parker, *Councilmember*
John Moffitt, *Councilmember*

Also Present: Stephanie Tillerson, *Town Administrator*
Joe Wilson, *Town Attorney*
Petra Reynolds, *Town Clerk*
Bruce Spicher, *Community Services Director*
David Irwin, *Mauldin and Jenkins*

IV. **Approval of Minutes:**

A. Minutes of the Town Council Meeting of October 12, 2021

Councilmember Connelly made a motion to approve the minutes of the October 12, 2021 Town Council Meeting. Councilmember Parker seconded the motion.

Councilmember Parker noted a correction to be made in New Business, Item D.

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

V. **Mayor's Update:**

Mayor Labriola stated last week the Town sent out information on the proposed development of a medical and wellness village on Betsy Kerrison Parkway. He encouraged residents and the community to attend the public meeting is scheduled for November 8th. He also stated that there was nothing to report on the Andell Tract that had previously come before Council.

VI. **Citizens' Comments (Agenda Items Only):**
None

VII. **Presentation:**

A. Fiscal Year 2020/2021 Audit Presentation – Mauldin and Jenkins

Mr. David Irwin, a managing partner with the audit firm of Mauldin Jenkins, gave a presentation on the Town's financial audit of the fiscal year ending June 30, 2021. He stated the purpose was to discuss some general information on Mauldin and Jenkins, provide an overview of the independent auditor's report, highlight the financial statements, review the results of the compliance report issued in conjunction with the audit, and provide the required auditing standards information.

Mr. Irwin reviewed the following discussion points:

- **Audit Opinion**

The financial statements are the responsibility of the Town's management and members of the Town Council. Mauldin Jenkins, as external auditors, is to express opinions on these financial statements based on our audit. Mauldin Jenkins conducted the audit in accordance with governmental auditing standards and generally accepted auditing standards (GAAP).

- **Opinions**

Mauldin Jenkins has issued a clean or unmodified opinion on this year's audit report, which is the highest level of assurance that can be provided. The respective financial statements are fairly presented in all material respects in accordance with GAAP.

- **Compliance Report**

The Compliance Report or Yellow Book Report reports the Town's internal controls and compliance with various state laws and regulations. Mauldin Jenkins has no audit findings to report or found no deficiencies or material weakness in the internal control during the audit. He also complimented Ms. Szubert and her staff for their efforts in preparing for the audit and the Audit Committee for their thoroughness.

- **Financial Statements - ACFR**

An Annual Comprehensive Financial Report (ACFR) goes beyond the standard financial reporting required by accounting principles. The Town's ACFR was submitted to the Government Finance Officers Association (GFOA) and was stringently reviewed and deemed to merit the award of the GFOA's Certificate of Achievement for Excellence in Financial Reporting for the 17th year in a row.

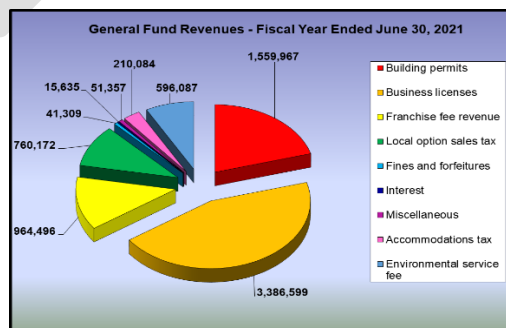
- **Financial Statements – MD&A**

The purpose of the Management's Discussion and Analysis (MD&A) is to make it easier to understand the financial statements by providing a narrative explanation or summary from the management's perspective of the activities that occurred throughout the year.

- **Financial Statements**

The presented financial statements included three components; 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

During the discussion of the components of the financial statements, Mr. Irwin reviewed the assets, liabilities, revenues, expenses, and net position. He stated that the Town has a very healthy General Fund balance pointing out that Kiawah Island does not impose a property tax, and identified business licenses, building permits, and franchise fees as significant revenue sources.



Mr. Irwin stated that the footnotes, which disclose the Town's accounting methods and provide an expanded explanation of the financial activities throughout the year, showed no significant changes this year. He also reviewed the required communications.

Councilmember questions included a comparison to other coastal communities in how they managed through the economic challenges of the past two years and substantive accounting changes in the future for which the Town may have to make preparations.

VIII. Consent:

- A.** To Consider Approval of the Contract with Kucera International for Aerial Photography and Lidar
- B.** To Consider Approval of the Proposal for Municipal Center Landscape Installation
- C.** To Consider Approval of the Proposal for Landscape Maintenance

Mayor Labriola stated that the Ways and Means Committee discussed the three consent items.

Mayor Pro Tem Prickett made a motion to approve consent items A, B, and C. Councilmember Parker seconded the motion, and it was unanimously approved.

Councilmember Parker made a motion to move into Executive Session to receive legal advice. Councilmember Connelly seconded the motion, and it was unanimously approved.

IX. Executive Session:

- A.** Executive Session to Receive Legal Advice

Councilmember Parker made a motion to move into Regular Session. Councilmember Connelly seconded the motion, and it was unanimously approved.

Mayor Labriola stated that no actions were taken, and no votes were taken in the Executive Session.

X. New Business:

- A.** To Consider Approval of **Ordinance 2021-14** - An Ordinance to Amend Article 4, Finance and Taxation, Chapter 3, Municipal Business Licenses– **First Reading**

Ms. Szubert stated the new rates were discussed and approved by the Ways and Means Committee. Instead of amending the current ordinance, the current ordinance will be repealed and replaced with the model ordinance recommended by the Municipal Association. She highlighted the change to the license year, clearer definition of gross income, changes to the appeal process, the new rate schedule, and the schedule of codes and classes.

Councilmember Connelly made a motion to approve Ordinance 2021-14 to Amend Article 4, Finance and Taxation, Chapter 3, Municipal Business Licenses. Councilmember Moffitt seconded the motion, and it was unanimously passed.

- B.** To Consider Approval of **Ordinance 2021-15** - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 4 - Permits, License, and Fees, Division 2 - Licenses, Section 9-201. - Licenses – **First Reading**

Mr. Spicher stated the Article 9, section 201, subparagraphs (2) and (e) are being recommended for deletion.

Mayor Pro Tem Prickett made a motion to approve Ordinance 2021-15 to Amend Article 9 - Building and Building Codes, Chapter 4 - Permits, License, and Fees, Division 2 - Licenses, Section 9-201. - Licenses. Councilmember Parker seconded the motion, and it was unanimously passed.

- C. To Consider Approval of **Ordinance 2021-16** - An Ordinance to Amend Article 14 – General Regulations, Chapter 5 – Rental Applications and Regulations, Section 14-504 – Rental Business License, Section 14-505 - Short-Term Rental Property Caps, Section 14-509 - Revocation or Suspension of a Short-Term Rental Business License, Section 14-510 – Appeals to Town Council – **First Reading**

Ms. Szubert stated a short-term rental license, also a business license has more requirements that must be submitted and approved prior to issuing the license. The separate ordinance that regulates short-term rentals must be amended to make it consistent with the standard business license ordinance.

Councilmember Connelly made a motion to approve Ordinance 2021-16 to Amend Article 14 – General Regulations, Chapter 5 – Rental Applications and Regulations, Section 14-504 – Rental Business License, Section 14-505 - Short-Term Rental Property Caps, Section 14-509 - Revocation or Suspension of a Short-Term Rental Business License, Section 14-510 – Appeals to Town Council. Councilmember Parker seconded the motion.

Following discussion, the motion was unanimously passed.

D. Discussion of Amending the Noise Ordinance

Mr. Wilson stated the current noise ordinance is legal, effective, and in line with the structure of ordinances in other towns and cities in the area. After extensive study and the concerns expressed to staff, he recommended one change in the section governing amplified sound. He reviewed the current language and the suggested change that would address the problematic language; *amplified sound between the hours of 11 pm and 10 am is prohibited*. He stated that the new language would sync up with current enforcement efforts calling a close to any amplified music, covering public events, at 11 pm.

Mr. Wilson reviewed the previous discussion in which the removal of the subjective violation was considered and indicated that only one other town had no subjective violation. Therefore, he recommended not removing the subjective violation, leaving both the subjective and decibel level limits. He noted there was an option to add more definitions and factors for enforcement but pointed out that there are benefits to a shorter noise ordinance.

Councilmember Connelly stated that she felt it was important to be clear, and the 11 pm to 10 am left no questions. She indicated that she also felt that the subjective violation should be left in the ordinance.

Councilmember Parker indicated that after reviewing the ordinances from other jurisdictions, he liked the statement that was an acknowledgment that Kiawah is a unique community with residential with a resort that is a commercial entity that drives much economic activity on the island. Councilmembers discussed the suggestion to add the statement into the ordinance and what impact the 10 am cutoff may have on landscape maintenance and construction that is allowed to begin at 7 am.

Mr. Wilson stated he could prepare a draft ordinance for presentation to Council at their December meeting

XI. Town Administrator's Report:
None

XII. Council Member:

- a. Committee Updates
- b. General Comments

Mayor Pro Tem Prickett reported that he, Mr. Taylor, and others remain active on the roads issue and are working with neighboring communities and the County to find good solutions.

Councilmember Parker asked if the installation of the new signs was still on schedule to be installed before Thanksgiving. Mr. Gottshalk confirmed that the timetable was accurate.

XIII. Citizens' Comments:

Alex Fernandez – 418 Snowy Egret

Mr. Fernandez stated he was a member of the Audit Committee and commented that the auditors did not release a management letter which was good because the management letter indicates there were control issues that should be resolved. No letter means there are no controls issues within the finance area and that controls are working well.

XIV. Adjournment:

Councilmember Connelly made a motion to adjourn the meeting at 5:06 pm. The motion was seconded by Councilmember Parker and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date



Tab | 2

TOWN COUNCIL

Agenda Item

ORDINANCE 2021-14

AN ORDINANCE TO AMEND ARTICLE 4, FINANCE AND TAXATION, CHAPTER 3, MUNICIPAL BUSINESS LICENSES

WHEREAS, the Town of Kiawah Island, South Carolina enacted a Municipal Code on September 23, 1993, and;

WHEREAS, Article 4, Chapter 3 of the Municipal Code provides for Municipal Business Licenses, and;

WHEREAS, the Town of Kiawah Island wishes to repeal and replace Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses with Appendix A and Appendix B.

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

Section 1 **Purpose**

The purpose of this Ordinance is to repeal and replace Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses

Section 2 **Ordinance**

The Town hereby repeals in its entirety Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses

Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses be, and the same is hereby created as follows :

Section 4-301. **License Required.**

Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of the Town of Kiawah Island , South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 4-302. **Definitions.**

The following words, terms, and phrases, when used in this Ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this Ordinance unless the context otherwise requires.

“*Business*” means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly.

“Charitable Organization” means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501(c)(3), (4), (6), (7), (8), (10) or (19).

“Charitable Purpose” means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

“Classification” means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

“Council” means the Town Council of the Town of Kiawah Island.

“Domicile” means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this Ordinance, a licensee may be deemed to have more than one domicile.

“Gross Income” means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the Municipality. If the licensee has a domicile within the Municipality, business done within the Municipality shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the Municipality, business done within the Municipality shall include only gross receipts or revenue received or accrued within the Municipality. In all cases, if the licensee pays a business license tax to another county or municipality, then the licensee’s gross income for the purpose of computing the tax within the Municipality must be reduced by the amount of revenues or receipts taxed in the other county or municipality and fully reported to the Municipality. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- (a) Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- (b) Except as specifically required by S.C. Code § 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- (c) Gross income for manufacturers of goods or materials with a location in the Municipality shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business’s state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income

under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

“*License Official*” means a person designated to administer this Ordinance. Notwithstanding the designation of a primary license official, the Municipality may designate one or more alternate license officials to administer particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

“*Licensee*” means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

“*Municipality*” means the Town of Kiawah Island, South Carolina.

“*NAICS*” means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

“*Person*” means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 4-303. Purpose and Duration.

The business license required by this Ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. The licenses year ending on April 30, 2022, shall commence on January 1, 2021 and shall run for a 16 period. Thereafter, the licenses periods shall be established as follows. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license shall be issued for the twelve-month period of May 1 to April 30. A business license issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; *provided*, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this Ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

Section 4-304. Business License Tax, Refund.

- (a) The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a

different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.

- (b) A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee's gross income for the calendar year preceding the due date, for the licensee's twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- (c) A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the Municipality before the June 1 immediately following the April 30 on which the payment was due and must be supported by adequate documentation supporting the refund request. The Municipality shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 4-305. Registration Required.

- (a) The owner, agent, or legal representative of every business subject to this Ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the Municipality, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.
- (b) Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this Ordinance by the license official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.
- (c) The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the Municipality have been paid.

- (d) The Municipality shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or Licensee from existing business license or business license tax obligations.

Section 4-306. Deductions, Exemptions, and Charitable Organizations.

- (a) No deductions from gross income shall be made except income earned outside of the Municipality on which a license tax is paid by the business to some other municipality or county and fully reported to the Municipality, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- (b) No person shall be exempt from the requirements of the Ordinance by reason of the lack of an established place of business within the Municipality, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this Ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this Ordinance.
- (c) Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the Municipality. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- (d) A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.
- (e) A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this Ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this Ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 4-307. False Application Unlawful.

It shall be unlawful for any person subject to the provisions of this Ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this Ordinance.

Section 4-308. Display and Transfer.

- (a) All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the Municipality.
- (b) A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 4-309. Administration of Ordinance. The license official shall administer the provisions of this Ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this Ordinance, and perform such other duties as may be duly assigned.

Section 4-310. Inspection and Audits.

- (a) For the purpose of enforcing the provisions of this Ordinance, the license official or other authorized agent of the Municipality is empowered to enter upon the premises of any person subject to this Ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.
- (b) The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the Ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the

licensee, except as authorized by this Ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 4-311. Assessments, Payment under Protest, Appeal.

- (a) Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the Municipality pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- (b) The license official shall establish a uniform local procedure consistent with S.C. Code § 6-1-410 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the Municipality, by separate Ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

Section 4-312. Delinquent License Taxes, Partial Payment.

- (a) For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.
- (b) Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 4-313. Notices.

The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the Municipality three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 4-314. Denial of License. The license official may deny a license to an applicant when the license official determines:

- (a) The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- (b) The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accident*;

- (c) The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or Ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (d) The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the Municipality or in another jurisdiction;
- (e) The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the Municipality of any tax or fee;
- (f) A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- (g) The license for the business or for a similar business of the licensee in the Municipality or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 4-315. Suspension or Revocation of License.

When the license official determines:

- (a) A license has been mistakenly or improperly issued or issued contrary to law;
- (b) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this Ordinance;
- (c) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- (d) A licensee has been convicted within the previous ten years of an offense under a law or Ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (e) A licensee has engaged in an unlawful activity or nuisance related to the business;
or
- (f) A licensee is delinquent in the payment to the Municipality of any tax or fee,

the license official may give written notice to the licensee or the person in control of the business within the Municipality by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this Ordinance.

Section 4-316. Appeals to Council or its Designee.

- (a) Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- (b) A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the Municipality.
- (c) Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.
- (d) For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the Municipality may establish a different procedure by Ordinance.

Section 4-317. Consent, franchise, or license required for use of streets.

- (a) It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the Municipality any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by Ordinance that prescribes the term, fees, and conditions for use.

- (b) The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the Ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 4-318. Confidentiality.

Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the Municipality may divulge or make known in any manner the amount of income or any financial particulars set forth or disclosed in any report or return required under this Ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this Ordinance.

Section 4-319. Violations.

Any person violating any provision of this Ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this Ordinance.

Section 4-320. Severability.

A determination that any portion of this Ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this Ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code §§ 6-1-400 et seq., the standardization act shall control.

Section 4-321. Classification and Rates.

- (a) The business license tax for each class of businesses subject to this Ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this Ordinance, which may be amended from time to time by the Council.
- (b) The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the Municipality shall adopt, by Ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the Municipality, the revised business license class schedule shall then be appended to this Ordinance as a replacement Appendix B.
- (c) The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license

tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.

- (d) A copy of the class schedule and rate schedule shall be filed in the office of the municipal clerk.

Section 3 **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 7th DAY OF DECEMBER 2021.

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk

1st Reading - November 2, 2021

2nd Reading – December 7, 2021

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
RATE CLASS	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$50.00	\$1.95
2	\$55.00	\$2.15
3	\$60.00	\$2.35
4	\$65.00	\$2.55
5	\$70.00	\$2.75
6	\$75.00	\$2.95
7	\$80.00	\$3.15
8.1	\$70.00	\$2.40
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 plus \$12.50 per machine	
8.52	\$12.50 plus \$180.00 per machine	
8.6	\$5 or 12.50 per table plus per \$1,000, or fraction, over \$2,000	\$2.00
9.8	Promoters of Events	

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the Municipality.

DECLINING RATES

Declining Rates apply in all Classes for gross income in excess of \$1,000,000, unless otherwise specifically provided for in this Ordinance.

<u>Gross Income in \$ Millions</u>	<u>Percent of Class Rate for each additional \$1,000</u>
0 - 1	100%
1 - 2	90%
2 - 3	80%
3 - 4	70%
OVER 4	60%

CLASS 8 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the Municipality also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the Municipality:

Minimum on first \$2,000	\$ 70.00 PLUS
Each additional 1,000	\$ 2.40

Non-resident rates apply to contractors that do not have a permanent place of business within the Municipality. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this Ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 – Railroad Companies (See S.C. Code § 12-23-210).

8.3 NAICS 517311, 517312 – Telephone Companies.

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate Ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 – Insurance Companies:

Independent agents, brokers, their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate Ordinance (the “Insurers and Brokers Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling).

Music machines, juke boxes, kiddy rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) [**Type I and Type II**].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine	\$12.50 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout.

Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) [**Type III**].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(B):

Per Machine\$180.00 PLUS

Business license\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

8.6 NAICS 713990 – Billiard or Pool Rooms, all types.

(A) Pursuant to SC Code § 12-21-2746, license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that; PLUS, (B) with respect to gross income from the entire business in addition to the tax authorized by state law for each table:

Minimum on first \$2,000\$5.00 or 12.50 per table PLUS

Per \$1,000, or fraction, over \$2,000\$2.00

9.8 NAICS 711320- Promoters of Performing Arts, Sports, and Similar Events

Promoters of large events, with over 15 attendees, within the corporate limits of the Town of Kiawah Island shall be responsible for obtaining a Special Event Permit for a set fee based upon the estimated and actual total attendance at the event. The Special Event Permit will include licensing of the subcontractors and/or vendors who provide products and services for profit associated with the event.

Promoters of large not-for-profit events, with over 15 attendees, within the corporate limits of the Town of Kiawah Island, are not required to obtain a Special Event Permit; however, each of the subcontractors and/or vendors who provide products and services for profit associated with the event, shall be responsible for obtaining a Town of Kiawah Island Business License.

<u>Attendees</u>	<u>Special Event Permit Fee</u>
16 – 499	\$250
500 – 999	\$500
1,000-2,499	\$1,000
2,500-4,999	\$2,500
5,000-9,999	\$5,000
10,000-19,999	\$10,000
20,000 and over	\$20,000

Appendix B: Business License Class Schedule by NAICS Code

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2
21	Mining	4
23	Construction	8
31-33	Manufacturing	2
42	Wholesale trade	1
423930	Recyclable Material Merchant Wholesalers (Junk)	9
44-45	Retail trade	1
4411	Automobile Dealers	9
4412	Other Motor Vehicle Dealers	9
454390	Other Direct Selling Establishments (Peddlers)	9.41 & 9.42
48-49	Transportation and warehousing	2
482	Rail Transportation	8
51	Information	4
517311	Wired Telecommunications Carriers	8
517312	Wireless Telecommunications Carriers (except Satellite)	8
52	Finance and insurance	7
522298	Pawnshops	9
5241	Insurance Carriers	8
5242	Insurance Brokers for non-admitted Insurance Carriers	8
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	4
61	Educational services	4

62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
713120	Amusement Parks and Arcades (per machine)	9
713120	Amusement Parks and Arcades (on gross)	10
713290	Nonpayout Amusement Machines (per machine)	9
713290	Nonpayout Amusement Machines (on gross)	10
713290	Bingo Halls	10
713990	All Other Amusement and Recreational Industries (pool tables)	9
721	Accommodation	3
722	Food services and drinking places	1
722410	Drinking Places (Alcoholic Beverages)	10
81	Other services	5

Note: Class Schedule is based on 2017 IRS data.



Tab | 3

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2021-15

AN ORDINANCE TO AMEND ARTICLE 9 - BUILDING AND BUILDING CODES, CHAPTER 4 - PERMITS, LICENSE AND FEES, DIVISION 2 - LICENSES, SECTION 9-201. - LICENSES

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 9 - Building and Building Codes, and;

WHEREAS, the Town wishes to amend the current Chapter 4- Permits, Licenses and Fees, Division 2 - Licenses, Sections 9-201. - Licenses

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Article 9 - Buildings and Building Codes, Chapter 1 - General, Division 2 - Licenses, Sections 9-201. - Licenses

Section 2 **Ordinance**

Article 9 - Buildings and Building Codes, Chapter 4 - Permits, License and Fees, Division 2 - Licenses, Section 9-201. - Licenses is hereby amended as follows:

Sec. 9-201. - Licenses

- (a) Any person or firm wishing to engage in professional design services shall be required to be licensed by the South Carolina Department of Labor, Licensing and Regulations.
 - 1. All design professionals are required to seal their plan sheets before submitting them for review. Professional seals shall be signed and dated on each page. If the company is a firm, each plan page shall be accompanied by the firm seal.
- (b) Any person or firm that wishes to obtain building permits for work within the Town of Kiawah Island is required to possess a valid state contractor's license issued by South Carolina Labor, Licensing and Regulation Residential Builders Commission and or the Contractor's Licensing Board.
- (c) Any person or firm engaged in the business of performing plumbing, electrical or mechanical work within the Town of Kiawah Island shall possess a valid town business license and a valid South Carolina mechanical contractor license, a valid South Carolina residential specialty license, and a Town of Kiawah Island contractor's license for the type of work to be permitted.
- (d) Contractors duly licensed by the State of South Carolina shall also obtain a contractor's license from the Town of Kiawah Island.

- (e) Commencing to perform construction activities on properties within the Town of Kiawah Island when the undertaking is \$200.00 or more prior to obtaining a contractor's license from the State of South Carolina and a permit from the Town of Kiawah Island shall constitute an ordinance violation and shall result in a fine not to exceed \$500.00. Each day the ordinance violation continues constitutes a separate offense.

Section 3 **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances

Section 4 **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 7th DAY OF DECEMBER 2021.

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk

1st Reading - November 2, 2021

2nd Reading – December 7, 2021



Tab | 4

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2021-16

AN ORDINANCE TO AMEND ARTICLE 14 – GENERAL REGULATIONS, CHAPTER 5 - RENTAL APPLICATIONS AND REGULATIONS, SECTION 14-504 – RENTAL BUSINESS LICENSE, AND SECTION 14-505 - SHORT-TERM RENTAL PROPERTY CAPS

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 14 – General Regulations, and;

WHEREAS, the Town wishes to amend the current Chapter 5 - Rental Applications and Regulations, Section 14-504 – Rental Business License, and Section 14-505 - Short-Term Rental Property Caps.

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Article 14 – General Regulations, Chapter 5 - Rental Applications and Regulations, Section 14-504 – Rental Business License, and Section 14-505 - Short-Term Rental Property Caps.

Section 2 **Ordinance**

Article 14 – General Regulations, Chapter 5 - Rental Applications and Regulations, Section 14-504 – Rental Business License is hereby amended as follows:

Sec. 14-504. – Rental Business License

- (a)** Article 4 – Finance and Taxation, Chapter 3. - Municipal Business Licenses, regulates all business licenses. The following additional regulations apply specifically to STR business license.
- (b)** A short-term Rental Business License expires annually on April 30th. License holders must renew each year and have until April 30th to renew their license without penalty. As of May 1st, if the holder of an expired license submits a renewal request, one of the following conditions shall apply:
 - (1)** If the property is in an R1 or R2 zoning district, and the License Cap in Table 15-805.1 has not been reached, the license is renewable subject to a \$1000 late fee, plus all applicable fees.
 - (2)** For properties in all other zones, the license is renewable subject to a \$1000 late fee, plus all applicable fees. If the property is in an R1 or R2 zoning district subject to caps, and the Town is unable to issue a STR business license solely due to the

percentage Caps established herein, (see 14-505.1), a new application can still be filed, and the applicant will be placed on a waiting list. If a permit becomes available, the Town will notify the applicant who has been on the waiting list the longest and allow him/her 7 business days to provide the Town with any and all information necessary to ensure the application is current and otherwise complies with the ordinance. If the applicant fails to respond and/or provide current information within 7 business days, the Town shall remove the applicant from the waiting list and repeat the process until a STR business license, or PLL, has been issued, or all of the applicants on the waiting list have been notified.

- (3) Late renewals (after the close of business on April 30th), are not permitted for non-conforming use properties previously holding a valid STR business license, including Destination or Vacation Clubs.
- (c) A license holder shall provide proof of accommodation tax payments for the previous year at the time of license renewal. Failure to pay all required accommodation taxes constitutes grounds to not renew a rental business license.
- (d) All fees related to STR business licenses must be paid in full at the time of application. Upon the closing of the license, the licensee is responsible for notifying the Town and properly closing their account.

Article 14 – General Regulations, Chapter 5 - Rental Applications and Regulations, Section 14-505 - Short-Term Rental Property Caps is hereby amended as follows:

Sec. 14-505. - Short-Term Rental Property Caps

Short term rental Caps are established in the R1 zoning district and identified R2 zoning districts (see Table 14-505.1 for details). The limitations and requirements of this section apply to short-term rental properties in the Town's R1 and R2* zoning districts.

- (1) License Caps. Licenses for rental properties shall be distributed on a first-come, first-serve basis. Active licenses expire annually on April 30th of each year. Applications received after April 30th are subject to late fees as defined in Section 14-504(b)(1)(2).
 - a. Properties holding a rental business license will have first preference to renew by April 30th to maintain their license, as long as the license is in good standing with the Town.
 - b. Available licenses are subject to the percentage of rental caps allowed within the zoning district, pursuant to Table 14-505.1, Rental Property Zoning Caps.
 - c. If a license cap is reached within the R1/R2* zoning district, the applicant will be placed on a waiting list until a license becomes available, consistent with provisions in Section 14-504(b)(3).
 - d. STR or PLL licenses are not transferable. In the event of the transfer of property ownership, including the transfer of interests in corporations or partnerships that own a licensed property, the new owner may apply for a new STR or PLL

license, subject to Section 14-502 and all other provisions of this ordinance.
Exception: Intra-family transfers of property can include the transfer of a STR or PLL license.

- e. A license may be subject to expiration or may not be renewed should an owner report <\$3,000 of annual rental revenue. In the event of annual revenue below \$3,000, an owner will need to demonstrate the short-term rental property was available and advertised for rental throughout the previous year.

(2) In calculating the number of rental business licenses available in any license year, the calculation will be based on the percentages defined in Table 14-505.1

Table 14-505.1: Rental Property Zoning Caps			
Zoning District	R-1 and R-2*	All other R-2	R-3
Maximum % of STR properties allowed	20%	No Limit	No Limit
<p><i>Rental percentages are a ratio of rental licenses (including PLL's) to developed lots within the R1 zoning district, and the specific R2 zoned areas identified below. Developed lot numbers are defined from the County Assessor's Office as of December 31 of the prior calendar year.</i></p> <p><i>*R-2 districts include: Indigo Park, Ocean Oaks, Ocean Park, and Silver Moss, Osprey Point (Club Cottage Lane, Marsh Cottage Lane, and Shell Creek Landing)</i></p>			

(3) Destination Clubs and Private Vacation Clubs are not permitted by the Town's zoning regulations in Residential Zones R1, R2, and R3 unless the Destination Club complies with the following requirements:

- a. The Destination Club obtains a STR business license;
- b. The Destination Club pays all required State Sales Tax (8%), State (2%), County (2%) and Local Accommodation (1%) Taxes on gross receipts collected from STR's;
- c. The Destination Club complies with all other rules and regulations applicable to STR's;
- d. The Destination Club provides no commercial services on the subject property; and
- e. The owner of the property obtains a business license.

Any applicable properties in R1, R2, or R3 holding a valid STR business license as of the effective date of this ordinance shall be grandfathered and included in calculating the license cap, subject to the following conditions:

- a. Residential Business Licenses expire as of April 30th of each year. The license holder has until April 30th to renew. Failure to renew by the close of business on April 30th will result in the expiration of the license. No late renewals will be permitted for non-conforming use properties, including Destination Clubs and

Vacation Clubs.

- b. All grandfathered properties shall remain subject to the requirements of this Chapter as STRs.
- c. Destination Clubs and Private Vacations Clubs are permitted in Zones R2/Commercial, R3/Commercial, RST-1, RST-2, RST-1/R3, R-2(DA), R- 3(DA), and RST-2(DA) are subject to the approval of uses prescribed in the Zoning Ordinance and the requirements of this Chapter as STRs.

Section 3 **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances

Section 4 **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 7th DAY OF DECEMBER 2021.

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk

1st Reading - November 2, 2021

2nd Reading – December 7, 2021



Tab | 5

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2021-10

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

WHEREAS, the Town of Kiawah Island Code of Ordinances currently contains Article 15, Chapter 3, Section 15-306 governing prohibited noise;

WHEREAS, the Town Council of the Town of Kiawah Island believes that certain adjustments and amendments need to be made to Section 15-306;

WHEREAS, the Town Council wishes to amend Section 15-306 governing prohibited noise;

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Article 15, General Offenses, Chapter 3, Offenses Against Public Safety, by amending Section 15-306 governing prohibited noise.

Section 2 **Ordinance**

NOTE: Deleted material struck through, new material in red:

Sec. 15-306. – Prohibited noise.

(a) *Statement of policy.* It is the policy of the Town of Kiawah Island to maintain a peaceful community while recognizing that certain noises are generated by the acceptable economic and recreational activity of a vibrant community. The goal of the town is to encourage such activity while ensuring that time periods during which many residents are customarily at rest or have an expectation of peaceful enjoyment of their residences are not disturbed by unacceptable levels or types of noise.

(b) *General prohibition.* 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 10:00 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.

(c) *Specific prohibitions.* 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 **between the hours of 11:00 p.m. and 10:00 a.m.** ~~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 **107:00 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.

(4) *Construction activities.* **Construction activity between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, between the hours of 5:00 p.m. and 8:00 a.m. on Saturday, and any time on Sunday.**

Section 3

Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances

Section 4

Effective Date and Duration

This Ordinance shall be effective upon its enactment by Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS ____ DAY OF _____ 2021.

John Labriola, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading:

2nd Reading:



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TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Beachwalker Drive Pedestrian and Traffic Improvement Project

DATE: 7 December 2021

BACKGROUND:

The Town has conducted a study on Beachwalker Drive to improve pedestrians, bicyclists, and motorists traveling this road. The Town contracted with Kimley Horn to conduct this study and recommend improvements to the existing bike path and intersections.

ANALYSIS:

The Town put together a conceptual design for improvements to the leisure trail and the intersections along Beachwalker Drive. This design was sent out in a request for proposals to Truluck Construction and 3 Oaks Construction individually, and it was also posted online publicly for other vendors to review. The Town received one bid back from Truluck construction in the amount of \$360,349.00. Town Staff met with Kimley Horn and Truluck to discuss the quote, and we were able to get the cost down to a total of \$299,868.00.

ACTION REQUESTED:

If Ways and Means recommends approval, Staff requests Town Council award this project to Truluck Construction for the proposed amount of \$299,868.00.

BUDGET & FINANCIAL DATA:

This project will be funded through the General Fund.

BID: Town Of Kiawah Island
Leisure Trail Improvements
LOCATION: Beachwalker Drive

DATE: **UPDATED 10/30/21**

CONTRACTOR: Truluck Construction

ENGINEER: Kimley Horn -
Plans Dated: N/A

OWNER: Town Of Kiawah Island South Carolina

<u>BASE BID</u>		TOTAL		\$	299,868.00	
PHASE CODE	DESCRIPTION	* Material Prices & Misc.	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<u>Mobilization</u>						
5193	Mobilization/Bond/ Insurance/planning		1.0	LS	\$ 15,000.00	\$ 15,000.00
Mobilization Total		\$ 15,000				
<u>CLEARING AND DEMOLITON</u>						
1100	Clearing & Grubbing	**ADJUST AROUND MAJOR Hinderances	1.0	LS	\$ 25,000.00	\$ 25,000.00
1104	Demolition	**ADJUST AROUND MAJOR TREES	1.0	LS	\$ 12,650.00	\$ 12,650.00
Clearing & Demolition Total		\$ 37,650				
<u>TRAFFIC CONTROL</u>						
5193	Traffic Control		1.0	LS	\$ 19,500.00	\$ 19,500.00
Traffic Control Total		\$ 19,500				
<u>TESTING</u>						
4178	Testing - Proof roll of subgrade, roc /subgrade density and 1 day asphalt testing		1.0	LS	\$ 2,000.00	\$ 2,000.00
Testing Total		\$ 2,000				
<u>EROSION CONTROL</u>						
3163	Silt Fence		0.0	LF	\$ 5.00	\$ -
3164	Tree Protection - allowance		750.0	LF	\$ 6.00	\$ 4,500.00
<u>STRIPPING</u>						
1102	Strip 6"	Note: Anything over 6" is considered mucking	300.0	CY	\$ 25.00	\$ 7,500.00
<u>EXCAVATION</u>						
Total Site						
2114	Cut -	150 CY x 25% Fluff	188.0	CY	\$ 15.00	\$ 2,820.00
2112	Fill -	180 CY x 25% Fluff	225.0	CY	\$ 36.00	\$ 8,100.00
	Import	30 CY x 25% Fluff	38.0	CY	\$ 0.00	\$ -
<u>GRADING</u>						
2108	Fine Grading		1.0	LS	\$ 16,000.00	\$ 16,000.00
	Rough Grading		1.0	SY	\$ 22,000.00	\$ 22,000.00
	Dressup		1.0	LS	\$ 12,000.00	\$ 12,000.00
Erosion Control, Stripping, Excavation & Grading		\$ 72,920				
<u>ENGINEERING</u>						
4166	Layout/Truluck In house/Field design: (NO ENGINEERED STAMPED PLANS)		1.0	LS	\$ 10,500.00	\$ 10,500.00
	Asbuilts (edge of pavement and 2 ea storm boxes (no grade/elevations of path)		1.0	LS	\$ 4,200.00	\$ 4,200.00
Engineering Total		\$ 14,700				

PHASE CODE	DESCRIPTION		* Material Prices & Misc.	QTY	UNIT		UNIT PRICE	EXTENDED PRICE
<hr/>								
	STORM DRAINAGE							
	1. Boxes/Structures							
3124	Grate Inlets			2.0	EA	\$	3,840.00	\$ 7,680.00
	Material 2x3							
	Labor							
3124	Curb Inlets - new top/adjust top			2.0	EA	\$	4,460.00	\$ 8,920.00
	Material 4x4							
	Labor							
3140	2. RCP							
	24" RCP w/ concrete Collar connection or Marmac coupling			16.0	LF	\$	217.00	\$ 3,472.00
	Material							
	Labor -							
								</

PHASE CODE	DESCRIPTION	* Material Prices & Misc.	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	Soding and Pine needles		1.0	LS	\$ 15,000.00	\$ 15,000.00
	Seeding Total	\$ 15,000				
					Base Bid Total	\$ 299,868
	<u>Scope of Work for Base Bid</u>				Total for Base Bid	\$ 299,868
	<u>Exclusions for Base Bid</u>	<u>Possible Adjustments to Contract</u>				
	No testing, permits or fees	A. Mucking Unsuitable Material	\$ 20.00	per Cu. Yd.		
	No dumpster enclosure or footings	(Based on Truck Measure)				
	No lighting/electrical	B. Replacing Unsuitable Material	\$36.00	per Cu. Yd.		
	No engineered drawings	(Based on Truck Measure)				
	No stormwater research/video/cleaning					
	No nightwork	This Proposal is based on AIA document unmodified and				
	Construction to take 2.5 months	limited to the above listed Scope of Work.				
	Cannot begin work until after 1/3/21					
	No landscaping other than sod/pinestraw					
	No irrigation work/repairs by Truluck Construction					
	Survey by truluck (no RLS stamp); no tree/utility asubilt/surveys					
	PROJECT TO COMPLETE PRIOR TO END OF MARCH 2022					
	**Storm structures and elevated crosswalk to be stamped or SCDOT standard					
	***It is responsibility of Truluck to build this trail to conform to ADA standards for all slopes (no truncated domes to be installed)					



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TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Members of Town Council

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Town Hall Garage Improvements Project

DATE: December 7, 2021

BACKGROUND:

Town Staff contracted with LS3P to develop a design for improvements to the garage at Town Hall. These improvements include constructing two conditioned office spaces within the garage for the existing Wildlife Department, constructing a new car wash area, creating a secured outdoor storage area, and improving the existing bathroom. In addition, these improvements will allow for two staff members to move from the main building into a conducive working space opening additional workspace. Further, these improvements will encourage better organization within the garage and a better system for properly cleaning Town vehicles.

ANALYSIS:

The design that we received from LS3P was posted publicly for potential contractors to review and bid. Town Staff along with LS3P held a mandatory pre-bid meeting on November 18th for any interested bidders. Six contractors attended this meeting. As a result, town Staff received three bids from contractors that were opened in a public bid opening on December 1st. The bids came in as follows:

Duke Commercial Construction LLC:	\$173,507.25
Satchel Construction:	\$186,036.00
Hospitality Builders:	\$198,036.00

These bids are all inclusive of the four parts to this project: Conditioned Office Space, New Car Wash Area, Secured Outdoor Storage, and Bathroom Renovation.

ACTION REQUESTED:

If Ways and Means recommends approval, Staff requests Town Council award this project to Duke Construction LLC in the amount of \$173,507.25.

BUDGET & FINANCIAL DATA:

This project will be funded through the General Fund.

DATE: December 1st, 2021

ORGANIZATIONAL INFORMATION

Duke Commercial Construction, LLC.

17 Alberta Ave

Charleston SC, 29403

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. The offeror understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL AND TIMELINE:

Provide a list of personnel that will be committed to this engagement and their job function. Include a timeline for project completion.

03 00 00 Concrete - CMJ Concrete

04 00 00 Masonry - CMJ Concrete

06 00 00 Wood/Plastic/Composites - Hurst Custom Woodworking

07 00 00 Thermal and Moisture (siding) - Duke Construction

08 00 00 Openings - Charleston Glass

09 00 00 Drywall - Presicsion Walls, INC. Paint - Bluewater Ceilings - Duke
Flooring - Bontiz

11 00 00 Equipment - Belanger

13 00 00 - Special Construction (Fence) - Manner

22 00 00 Plumbing - Hutchinson Plumbing, LLC.
32 00 00 MEchanical - O'Brien Heating & Air, LLC.
26 00 00 Electrical - Garrand Electric, LLC.

II. EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. **COMPANY NAME:** CSI

Contract Title Storehouse #007

4,000 sqft tenant upfit, new storefront, walls, 2x2 ceiling, casework,
Scope of Work: sealed concrete floor, paint, mechanical, electrical and plumbing

Contracting Office: Navy Yard Developers

Contact Name: Lauren McWilliams

Title: Property Manager Address: 1360 Truxton Ave, Charleston SC

Telephone: 843.566.3656

Email:

2. **COMPANY NAME:** Redan Construction, LLC.

Contract Title Fetter Healthcare

8,500sqft clinic improvment, demo, construct new walls,
new casework, electrical, plumbing for new dental chair, med
Scope of Work: gas, new RTU, duct work, paint, floor

Contracting Office: Fetter Healthcare

Contact Name: Tremayne Smith

Title: Facilities Manager Address: 51 Nassau Street, Charleston SC 29403

Telephone: 843.834.0517

Email: tremayne_smith@fetterhealthcare.org

II. EXPERIENCE (Continued):

- 3.
- COMPANY NAME:**
- Redan Construction, LLC.

Contract Title Nelliefield RecreationScope of Work: 4-5 Acres, land development to construction 2500sqft pavilion, community playground, boardwalk, walking path, parking lot, and green spaceContracting Office: Nelliefield Plantation HOAContact Name: Lisa KernsTitle: President HOA Address: _____Telephone: 843-818-9396Email: lisakerns.crs@gmail.com

- 4.
- COMPANY NAME:**
- Redan Construction, LLC.

Contract Title IX ArtistryScope of Work: 2,000 sqft luxury build-out of a new space with eight salon stations, three hair washing stations, new lighting, new HVAC and seal concreteContracting Office: IX ArtistryContact Name: Maggie & LashTitle: Owners Address: 99 Westedge, Charleston SC, 29403Telephone: 843.605.1125

Email: _____

- 5.
- COMPANY NAME:**
- _____

Contract Title _____

Scope of Work: _____

Contracting Office: _____

Contact Name: _____

Title: _____ Address: _____

Telephone: _____

Email: _____

BUSINESS LICENSE:

The Offeror is not required to have a valid business licenses to submit a Proposal. However, the offeror must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

___ Yes X No If yes, list the number Duke Construction, LLC. will obtain once NTP is issued

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

The successful offeror, at his own expense, shall keep in force and at all times and maintain during the term of any contract resulting from this RFP the insurance requirements as outlined below.

GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.

The successful offeror shall provide an acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

Note: Duke Construction, LLC. meets all insurance liabilities noted above. Duke requested insurance COI. Will provide once received along with Kiawah Business License

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits a notice, the offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business?—Yes^X—No

If so, are you certified?—Yes^X—No

If you are certified, you must furnish a copy of your certificate with your submittal.

PRINT NAME: _____

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

SECTION E – Pricing and Timeline

SUBMITTAL FORM

Page Nine

	Cost
Conditioned Office Space (cost includes, walls, paint, openings, electrical, mechanical, plumbing, floors, vinyl base, casework, ceiling tiles)	\$125,761.25
New Car Wash Area (cost includes slab, drain, manifold system)	\$21,187.50
Outdoor Secured Storage (cost includes only fence)	\$11,250.00
Bathroom Renovation (cost includes moving one sink, cap old lines)	\$500.00
Other Costs (General conditions, contracting, supervision, dumpster, permit, final clean, temp bathroom)	\$14,808.50
Total Cost	\$173,507.25

TIMELINE:

Should the offeror be awarded this contract on the 7th of December, 2021, please provide a timeline for this project (start date, completion date, milestones, etc.):

The timeline is contingent on when the permit can be issued.

Work can begin as soon as the permit is in hand and posted on the job site.

Project duration is about two and half months which is solely dependent on material lead times

Note, federal holidays do interfere with schedule from 12/24/2021-01/01/2022

We do understand the conditioned office spaces are a priority

****Schedule will be provided prior to mobilization****



December 1st, 2021

ATTN: Petra Reynolds
Brian Gottshalk
Town of Kiawah Island
4475 Betsy Kerrison Pkwy
Kiawah Island, SC 29455

Dear Town of Kiawah Island,

Thank you for the opportunity to provide a sealed bid for your town hall garage improvement project located at **4475 Betsy Kerrison Pkwy Kiawah Island, SC 29455**. Duke Commercial Construction, LLC is honored to be considered for this project and we look forward to providing an excellent product for you and your employees to enjoy. The following scope of work is included in our proposal.

The proposal is based on LS3P stamped design dated 11/05/2021
Addendum #002: Send via email on 11/30/2021

Scope of Work: *Town Hall Garage Improvement*

- Provide supervision and project management throughout the entire project life cycle
- Provide temporary protection for dust and safety of occupants and existing facility. Provide daily clean, final clean, dumpster, temporary bathrooms
- Demo existing conditions as outlined on sheets AD-101 & 201. Demo existing concrete slab, repurpose doors, sink. Demo exterior walls to accommodate new opening. Remove overhead garage door and leave for reuse.
- Construct new walls as shown on sheet A-101. Interior envelope walls to be F2NO and interior office walls will go to 10' and braced back. Ceiling height in offices G182, G186, G188, and the counter area will be 2x2 drop ceiling and hard ceiling in office G187
- New paint to be provided in offices G186, G187, G188, counter area, bathroom, and 1000sqft two coats on the exterior. Note, painting the entire building is not included. Only at the breaking point where the new siding was received.
- Seal existing concrete floor in only new areas (offices) and the bathroom.
- Construct a new fence as shown on sheet A-103.
- Install new windows as shown as A & B on sheets A-201 and A-601 tempered glazing units. Lead time is about six weeks.
- Provide new countertop as shown on sheet A-301 and per finish schedule on Sheet A-601
- Masonry to follow detail on sheet A-401. Note, Duke Construction will salvage and palletize as many bricks as possible. The new brick installed may not match perfectly.
- Provide finishes as directed on sheet A-601
- Provide material and labor to install new plumbing in Qty (1) bathroom, relocate sink, run ¾ CW Pex line and 1" CW Pex line to car wash location. Tie in 1" CW to existing CW main. Waste will be tied into the existing 3" line.
- Provide material and labor to demo and install new mechanical units as shown on the stamped design. Provide new 1.5 ton 14 Seer unit, heat pump, controls, ducts, and fans
- Provide material and labor to install new outlets, new lights, (1) surface mounted light in room G187. Relocate two exterior lights above doors

17 Alberta Ave Charleston SC, 29403
843.301.1755



- Concrete and flatwork. Install new CMU block wall, install new 4" reinforced slab for new car wash, install or rework existing curb, pour a new pad for condenser unit, install new drain for a carwash, tooth in bricks

Clarifications:

- Lead-times on materials may impact the schedule. Estimated project duration, 2 ½ months from permit issuance
- Belanger manifold as designed is not set up on a timer or bell hose. The use will require the driver to manually turn on the washer (only 100PSI) drive through, get out and shut off the valve. The recommendation is to install a timer or bell hose.
- Belanger unit does not put off much pressure as it's directly fed by city water. Recommendation add a booster to unit
- Belanger manifold unit ships in about 2 weeks or less
- Metal building girders could not be determined during the site visit. Relocating or reworking existing girders to accommodate new openings is not included.
- Relocate one gun safe
- New mechanical units may take 6 weeks
- Any new brick being used may not match the existing. We will try to alleviate this issue by using the same brick on the front of the building.

Exclusion:

- All office furniture, office equipment, such as computers and appliances.
- Low voltage of any kind to include data CAT 5 or 6 cabling.
- Painting of the entire exterior of the building is excluded. Only 1000sqft
- Any asphalt gutter, landscape, parking lot work are excluded

The above scope of work can be completed for **\$175,507.25**

Leadtime:

- Office is a priority
- Fence
- Flatwork

Duke Commercial Construction, LLC. Contractor's License: G123859

If the above scope of work and the contract amount are acceptable, please sign below. Thank you again for the opportunity to provide this proposal and I look forward to working with you and your team.

Sincerely,

17 Alberta Ave Charleston SC, 29403
843.301.1755



Nicholas Ranko

Nicholas Lewis Ranko, MBA.
President
Duke Commercial Construction, LLC.

APPROVED: _____

Date: _____



DUKE

COMMERCIAL CONSTRUCTION
LLC.



December 1st, 2021

ATTN: Petra Reynolds
Brian Gottshalk
Town of Kiawah Island
4475 Betsy Kerrison Pkwy
Kiawah Island, SC 29455

Dear Town of Kiawah Island,

Business License:

Duke Commercial Construction, LLC. Will obtain a business license if awarded immediately and will provide to the Town of Kiawah Island.

Insurance:

Duke Commercial Construction, LLC. Will provide COI if awarded immediately and will provide to the Town of Kiawah Island.

- Insurance will include the following
 - GL - \$1,000,000
 - General Aggregate - \$2,000,000
 - All per Section D of the bid package

Bid Bond:

Duke Commercial Construction, LLC. Requested a 5% bid bond per email sent on 11/19/2021

All items will be provided in accordance with the bid package prior to 12/07/2021

Thank you

Nicholas Ranko

Nicholas Lewis Ranko, MBA.

President

Duke Commercial Construction, LLC.



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TOWN COUNCIL

Agenda Item



REQUEST TOWN COUNCIL ACTION

TO: Mayor and Councilmembers

FROM: Stephanie Braswell, Communications Manager

SUBJECT: Request for approval of proposal with current app developer Populace to develop the Android version of the Town of Kiawah Island app.

DATE: December 7, 2021

BACKGROUND:

In August 2021, the Town launched its new iOS mobile app as a part of our ongoing development of expanded services and communication efforts. This new asset was designed to be a helpful resource for residents and visitors and provides convenient access to community information, services, and reporting capabilities from mobile devices. The app is currently only available in the iOS version at this time.

ANALYSIS:

The Town's Apple iOS app has been well received by the community and has collected many positive reviews and feedback on its design and functionality. Since the launch, the app has been downloaded 197k times. The top features used are:

- Weather & Tides
- Beach map
- Logging
- Contacts
- News
- Need to know
- Report an issue
- Events

It is expected that the number of downloads to grow with further marketing to various target markets as staff is currently working on a robust marketing campaign before tourist season. There are features that I have not used yet, such as push notifications, that will continue to make the app a valuable asset to visitors and residents.

According to new research in June 2021 from Strategy Analytics, [half the world's entire population now owns a smartphone](#). A record 3.95 billion people are using smartphones, and [87%](#) of them always have their devices by their side. If in order to reach you, customers have to type in your website address in their mobile browser, while with an app, we have instant access to people's attention with push notifications, [app icon](#), and touch to communicate and reporting functions.

According to [Statcounter](#), the global market share looks like this: **Android**: 72% and Apple **iOS**: 27%. Within the U.S., that market share is approximately Apple **iOS**: 59.17% and **Android**: 40.54%. With tablets, Apple's iOS has 55%, and Android has 45%.

Why are apps so expensive?

The easiest explanation is that apps are cheap, but engineering and design development that's expensive. There is a high demand for mobile developers to build and develop these constantly evolving tools. Google's Android and Apple's iOS advanced software provide regular updates to their operating systems, which requires annual maintenance by app developers.

The Towns app is entirely custom engineered to meet the needs of our community. It requires a backend with a server and a database and an application programming interface used for communicating with them. A typical highly customized app costs range from \$30-50K.

The Towns app most costly customizations are the following:

- **detailed beach map with GPS** includes boardwalk access, critical habitat areas, and overlays of the dog leash zones with tap-to-view descriptions of each zone,
- **consolidated contact list** of important community phone numbers with tap-to-communicate ability allows users to call directly from the app,
- **report an issue portal** that routes entered requests to the appropriate Town department or responsible entity for resolution, even if it's not a Town service. Users can pin their location, enter addresses manually, send an image, and provide other data.
- **hospitality directory** of lodging, dining, recreation, and shopping options, including tap-to-communicate features that allow users to call the business, use GPS for directions, or visit listing websites.

ACTION REQUESTED:

If Ways and Means recommends approval, Staff requests Town Council approve the proposal for the development of the android version of the app to be completed.

BUDGET & FINANCIAL DATA:

\$13,500 - Funds for this expenditure will be taken from the Local Accommodation Tax.



Agreement

For

Kiawah Island Mobile App (Android)

Between

Stephanie Braswell,

Town of Kiawah Island,

4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455

M: +1 843-768-9166

And

Gaurav Kumar

Populace, INDIA # 1415 Gulmohar Nagar

Amloh Road Khanna Dist Ludhiana

Punjab (141401) INDIA

M: +91 805-430-3330

More about Populace India

Populace India is a leader in mobile solutions for the tourism and hospitality industry. We understand the challenges our clients are facing in this ever-changing marketing environment. We address these needs by providing current and relevant digital products and support.

Project Description:

Create a native visitor guide mobile app (Android) for Kiawah Island. As we do not have existing framework for this type of combination app, it will require additional development and coding therefore classifying it as a custom application.



September 9, 2021

THIS AGREEMENT is entered into this 9 day of September , 2021 by and between: **Stephanie Braswell, Town of Kiawah Island 4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455, M: 678-810-4286** (Hereinafter referred to as the “Client”), and **Gaurav Kumar, #1415 Gulmohar Nagar, Amloh Road, Khanna ,141401 INDIA, M: +91 805-430-3330** (hereinafter referred to as “the Contractor”) WITNESSETH WHEREAS, the Client desires to engage Gaurav Kumar to create an Android Mobile application for the Client; and WHEREAS, Gaurav Kumar has represented to the Client that He is an experienced and qualified to provide the Services described and the Client has relied on such representation; NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the work agreement is made by and between the Client and Gaurav Kumar.

Key App Features:

- Custom designed user interface
- Detailed directory (ex. lodging, shopping, dining, attractions, Recreation)
- Events
- Destination about/contact information
- Social media links
- GPS mapping
- Turn-by-turn directions
- Beach Map (Geofencing)
- Report an Issue
- Cloud backend
- Push Notification
- Map Labelling
- Map Label Popup description
- Show Weather Data



- Show Tides Data
- Report an Issue
- Email
- Dynamic info & Home
- Contacts Info
- In House Testing

Also Included:

- Custom app icon
- App store hosting
- App download reports
- Tracking analytics
- App store keyword optimisation

Budget Breakdown:

Description of work	Type/Qt	Unit Price	Amount
Mobile App (Android Phone)	1	\$ 13,500	\$ 13,500
Maintenance and Support + Hosting	Yearly	\$ 1,500	
		Subtotal	\$ 13,500
		Total Charge	\$ 13,500

A deposit of 60% of the total charge is due upon acceptance of the Agreement with the remaining 40% due upon completion and release of the mobile app.

The following signatures certify that this agreement has been entered into by both parties.
 Stephanie Braswell Gaurav Kumar (Contract Owner)

Client Signature _____

Contractor Signature  _____



Annual Service ,Maintenance & Hosting Agreement

Annual service and maintenance fee is required due to the rapid pace at which technology is changing. There is an inherent cost incurred to maintain mobile apps. This fee covers the cost incurred to maintain your app(s) including, but not limited to, new operating system releases and new device releases.

The fee also enables the client to make changes to the app without incurring additional billed costs. We are aware that your organisation may change your branding, logo or look, and those changes are included in the annual service agreement along with any text changes or additions to the app.

If you wish to forego the maintenance plan entirely, development rates are \$150 per hour on an as-needed basis.

The agreement covers code bugs as well. The annual charge for this agreement is \$1,500 per year. The following signatures certify that this agreement has been entered into by both parties.

Stephanie Braswell

Gaurav Kumar (Contract Owner)

Client Signature _____

Contractor Signature  _____





Tab | 9

TOWN COUNCIL

Agenda Item

**CONTRACT SERVICES AGREEMENT FOR
TOWN ATTORNEY SERVICES
TOWN OF KIAWAH ISLAND**

This **CONTRACT SERVICES AGREEMENT FOR TOWN ATTORNEY SERVICES** (the “Agreement”) is between the Joseph C. Wilson, IV of Wilson Law Firm (hereinafter the “Law Firm”), and the **Town of Kiawah Island, South Carolina** (hereinafter the “Town”). The term “Town” shall also include all boards, commissions, and other bodies of the Town.

This agreement is effective as of the **1st day of January 2022** for a period of one (1) year, and shall automatically renew annually unless either party gives written notice of intent not to renew on or before sixty (60) calendar days prior to expiration. If either party provides written notice of non-renewal, the Contract will expire on December 31, 2022, unless earlier terminated.

RECITALS

- A. Chapter 2, Section 203(5) of the Municipal Code places upon the Mayor and Council the responsibility of appointing a Town Attorney, and;
- B. The Town’s custom and practice has been to appoint or re-appoint the Town Attorney during the regularly scheduled January Council meeting, and;
- C. The Ways and Means Committee has recommended to the Mayor and Council that a Contract Service Agreement for Municipal Legal Services be prepared for review by the Mayor and Council at the December 7, 2021 meeting and possibly a motion be made authorizing the execution of the Contract Service Agreement for Municipal Legal services.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN THE PARTIES HERETO AGREE AS FOLLOWS:

1. APPOINTMENT

Town Council hereby appoints Joseph C. Wilson, IV (hereinafter the “Attorney”) as the Town Attorney, and hires Attorney to render such legal services as are customarily rendered by such attorneys and as further specified herein, including attending meetings of the Town Council, Board of Zoning and Appeals (BZA), and other boards and bodies of Town, and its affiliated agencies, as directed by the Town.

Attorney will personally provide the legal services hereunder.

2. SCOPE OF WORK AND DUTIES

A. The Attorney shall perform any and all work necessary for the provision of Town Attorney services to the Town, including, without limitation, the following:

1. Attend all regularly scheduled and special Town Council meetings and Town Council work sessions.
2. Attend other meetings at Town Hall as required by the Mayor or the Town Administrator.
3. Advise the Town Council; appointed Commissions, Committees, and Boards; Town staff; and other Town officials on all legal matters pertaining to Town business.
4. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard Town documents.
5. Prepare such written and oral legal opinions as shall, from time to time, be requested by the Town.
6. Perform such other routine legal services as are required, from time to time, by the Town Council or the Town Administrator.
7. Represent the Town and the Town’s officials, officers, and employees in litigation and administrative proceedings as directed by the Mayor.
8. Make recommendations concerning the selection of outside legal counsel, when necessary, on appropriate matters and supervise such outside legal counsel handling transactional or litigation matters on behalf of the Town.

B. Town shall retain separate counsel to appear and prosecute cases in municipal court. However, Attorney will consult with staff as needed regarding legal issues and questions that may arise from ordinance violations.

3. COMPENSATION

A. Standard Municipal Work

Compensation is Ninety Thousand Dollars (\$90,000.00) per year payable in twelve monthly payments of Seventy-five Hundred Dollars (\$7,500.00) due at the end of each month. This amount is based on a “fixed price” Contract Agreement regardless of the amount of time necessary for the Town Attorney to familiarize himself with his responsibilities and become proficient in completing the scope of legal services anticipated herein. The fixed price will also cover any work performed by employees or attorneys retained by the Attorney except for litigation as outlined below. Payments to Attorney will be made to his designee, currently the Law Firm. The fixed price fee is deemed earned upon payment, will not be kept in escrow, and will be disbursed upon payment.

The fixed price does not include expenses. Expenses for non-litigation work include copy costs, mail, long distance, and mileage for outside of the Tri-County area. The Attorney will not charge for expenses related to office administration, such as secretarial or clerical work.

B. Litigation

In the event that the Attorney appears as counsel of record in any litigation on behalf of the Town, including presuit handling, representation in municipal court of appeals from municipal court and regulatory or administrative claims, the following rates shall apply for Attorney and other attorneys at the Law Firm and will be paid over and above the fixed price compensation for Attorney and any other person contracted or retained by Attorney with consent of Town:

Joseph C. Wilson, IV (and any other partner)	\$225.00 an hour
Associates	\$175.00 an hour
Paralegals	\$ 85.00 an hour

The Attorney will charge in increments of one-tenth of an hour, rounded off for Litigation activity to the nearest one-tenth of an hour. The minimum time charged for litigation work will be one-tenth of an hour. Litigation work performed on behalf of the Town will be entered and billed separately with a general description of the work performed and who requested the work.

In addition, Town will pay all expenses incurred by Attorney in any litigation, including, but not limited to, court filing fees, process server fees, expert witness fees, and expenses, investigation costs, court reporter fees, travel expenses, long distance telephone costs, postage, and photocopying charges. The Attorney will not charge for expenses related to office administration, such as secretarial or clerical work. Expenses less than \$1,000.00 will be advanced by the Attorney and then billed to Client. Expenses over \$1,000.00 may be sent directly to the Client for payment at the discretion of the Attorney.

C. Contingency Fee

In litigation wherein the Town is a Plaintiff, the parties to this agreement may negotiate a contingency fee, as opposed to the hourly rate set forth above.

4. MONTHLY STATEMENTS

The Attorney will prepare and deliver monthly bills setting out the time expended and expenses for the preceding month; provided, however, the payment for legal services shall be Seventy-five Hundred Dollars (\$7,500.00) each month, plus additional fees for any representation of the Town in any lawsuits in which Attorney appears as counsel of record at the request of the Town.

5. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

The Attorney shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest therein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

6. CONFLICT OF INTEREST

The Attorney shall at all times, avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, the Attorney shall immediately notify the Town following discovery of the conflict. The Attorney shall also file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law.

7. INDEPENDENT CONTRACTOR

The Attorney shall perform all services required under this Agreement as an independent contractor of the Town and shall remain at all times as to the Town a wholly independent contractor with only such obligations as are consistent with that role. The Attorney shall not at any time or in any manner represent that it or any of its employees or agents are employees of the Town.

8. INSURANCE

The Attorney agrees to carry and keep in full force and effect during the term of this contract Errors and Omissions coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and shall provide the Town with proof of such coverage in the form of a Certificate of Insurance on an Annual Basis.

9. NON-DISCRIMINATION

The Attorney pledges there shall be no discrimination against or segregation of any person or group on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. AMENDMENT

This Agreement cannot be amended unless such amendment is contained in writing signed by both the Town and the Attorney.

11. SEVERABILITY

If any clause or provision herein shall be adjudged invalid or enforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

12. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third party beneficiary.

13. NON-WAIVER

Failure of either party to this Agreement to insist upon strict compliance by the other party with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or any other terms and conditions of this Agreement.

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Town and the Attorney with regards to all rights, obligations, terms and conditions related to the Town's contract with the Attorney. This Agreement supersedes any other prior or contemporaneous negotiations or agreements, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed or caused their authorized representatives to execute, this Agreement the 7th day of December 2021.

TOWN OF KIAWAH ISLAND

By: _____
John D. Labriola, Mayor

ATTEST:

Petra S. Reynolds, Town Clerk

By: _____
Joseph C. Wilson IV, Esquire



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TOWN COUNCIL

Agenda Item

**CONTRACT SERVICES AGREEMENT FOR
TOWN ATTORNEY SERVICES
TOWN OF KIAWAH ISLAND**

This **CONTRACT SERVICES AGREEMENT FOR PROSECUTING TOWN ATTORNEY SERVICES** (the “Agreement”) and between **Adam Young of Young & Young, Attorneys at Law** (hereinafter the “Law Firm”), and the **Town of Kiawah Island, South Carolina** (hereinafter the “Town”). The term “Town” shall also include all boards, commissions, and other bodies of the Town.

This agreement is effective as of the **1st day of January 2022** for a period of one (1) year and shall automatically renew annually unless either party gives written notice of intent not to renew on or before sixty (60) calendar days prior to expiration. If either party provides written notice of non-renewal, the Contract will expire on December 31, 2022, unless earlier terminated.

RECITALS

WHEREAS, the Town has retained Joseph C. Wilson, as Town Attorney pursuant to Chapter 2, Section 203(5) of the Municipal Code;

WHEREAS, the Town and Mr. Wilson have agreed that the duty of acting as Town prosecutor representing the Town in Municipal Court proceedings, including bench and jury trials, can be handled by separate council with more experience in the area of criminal law and procedure;

WHEREAS, Mr. Wilson has recommended, and the Town agrees to the retention of Adam Young of Young & Young, Attorneys at Law, to act as the Town’s prosecutor in municipal court matters;

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN THE PARTIES HERETO AGREE AS FOLLOWS:

1. APPOINTMENT, SCOPE OF WORK AND DUTIES

Town Council hereby hires Adam Young of Young & Young, Attorneys at Law, (hereinafter "Attorney") to act as the Town's prosecuting attorney in the Town of Kiawah Municipal Court and, if necessary, to act as the Town's prosecutor in any other court, including Magistrate's Court and the Court of General Sessions. Attorney will provide these services at the request and discretion of Mr. Wilson after consulting with staff and the Town's Municipal Court Judge.

Attorney will personally provide the legal services hereunder with the assistance of Law Firm. Kelley Young of Law Firm may appear for Adam Young from time to time as is necessary due to scheduling issues or illness. In addition, Mr. Wilson will continue to be involved in the prosecution of matters before the Municipal Court or other courts at his discretion, including working with and training staff on the prosecution of matters before Municipal Court. No other attorney will appear on behalf of the Town pursuant to this Contract.

2. COMPENSATION

Compensation to Attorney is One Hundred and Fifty Dollars (\$150.00) per hour plus reasonable expenses. Expenses include copy costs, mail, long distance, mileage for outside of the Tri-County area, court filing fees, process server fees, expert witness fees, and expenses, investigation costs, court reporter fees, and travel expenses. The Law Firm will not charge for expenses related to office administration, such as secretarial or clerical work. Expenses less than \$1,000.00 will be advanced by the Law Firm and then billed to Client. Expenses over \$1,000.00 may be sent directly to the Client for payment at the discretion of the Law Firm.

The Law Firm will charge in increments of one-tenth of an hour, rounded off to the nearest one-tenth of an hour. The minimum time charged for work will be one-tenth of an hour. Work performed on behalf of the Town will be entered and billed separately with a general description of the work performed and who requested the work.

3. MONTHLY STATEMENTS

The Law Firm will prepare and deliver monthly bills setting out the time expended and expenses for the preceding month.

4. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

The Attorney shall not contract with or delegate to any individual or other entity (other than work performed by paralegals and attorneys at the Law Firm as set forth above) to

perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest therein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

5. CONFLICT OF INTEREST

The Attorney shall at all times, avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, the Attorney shall immediately notify the Town following discovery of the conflict. The Attorney shall also file a conflict-of-interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law.

6. INDEPENDENT CONTRACTOR

The Attorney shall perform all services required under this Agreement as an independent contractor of the Town and shall remain at all times as to the Town a wholly independent contractor with only such obligations as are consistent with that role. Neither The Attorney nor any employees or members of the Law Firm shall at any time or in any manner represent that it or any of its employees or agents are employees of the Town.

7. INSURANCE

The Law Firm agrees to carry and keep in full force and effect during the term of this contract Errors and Omissions coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) per occurrence and shall provide the Town with proof of such coverage in the form of a Certificate of Insurance on an Annual Basis.

8. NON-DISCRIMINATION

The Attorney pledges there shall be no discrimination against or segregation of any person or group on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

9. AMENDMENT

This Agreement cannot be amended unless such amendment is contained in writing signed by both the Town and the Attorney.

10. SEVERABILITY

If any clause or provision herein shall be adjudged invalid or enforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

11. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third-party beneficiary.

12. NON-WAIVER

Failure of either party to this Agreement to insist upon strict compliance by the other party with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or any other terms and conditions of this Agreement.

13. GOVERNING LAW

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

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Town and the Attorney with regards to all rights, obligations, terms, and conditions related to the Town's contract with the Attorney. This Agreement supersedes any other prior or contemporaneous negotiations or agreements, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed or caused their authorized representatives to execute, this Agreement the 7th day of December 2021

TOWN OF KIAWAH ISLAND

By: _____
John D. Labriola, Mayor

ATTEST:

Petra S. Reynolds, Town Clerk

By: _____
Adam Young, Esquire



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TOWN COUNCIL

Agenda Item

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

**AMENDMENT TO AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND
ISLAND BEACH SERVICES, LLC**

WHEREAS, the **Town of Kiawah Island** and **ISLAND BEACH SERVICES, LLC** entered into an agreement on **December 2, 2019** for the purpose of providing Short Term Rental Ordinance Code Enforcement services.

WHEREAS, the Town and Island Beach Services wish to amend said agreement in the following particulars:

1. **TERM:** This agreement amount shall be extended from December 2, 2021 to February 1, 2022.

All other provisions of the agreement entered into on December 3, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 7th day of December 2021.

WITNESSES

Town of Kiawah Island

By: John D. Labriola
Its: Mayor

Island Beach Services, LLC

By: Rob Edgerton
Its: Owner



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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 John Labriola

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, 2022 to December 31, 2022

PERMANENT OR TEMPORARY: Temporary

NO. OF DEPUTIES NEEDED: 2 deputies – 2nd shift

2 deputies – 3rd 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: Lt Christopher Brokaw

STIPULATIONS OF CONTRACT

1. Deputies are contracted at an hourly rate of **\$40.00 per hour**. The contract requires the number of Deputies as stated above per shift for two shifts per day, at a rate of \$40.00 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 nd Shift	4:00 pm to 12:00 am
3 rd Shift	12:00 am to 8:00 am

HOLIDAY PAY:

During the following holidays; **New Year's Day, Easter, Memorial Day, 4th 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 **\$60.00 per hour**.

- **Labor Day, Memorial Day** - beginning with the 1st shift on Saturday and ending with the 2nd shift on Monday.
 - **4th of July** - beginning with the 1st shift prior to the holiday and ending with the 2nd shift of the day following the holiday.
2. Coordinator 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 \$18,200 in total during the term of this agreement. The Town will receive prior notification (within 30 days) if the coordinator 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.

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

John Labrolia, Mayor

PRINTED NAME

AUTHORIZED SIGNATURE/EMPLOYER

DATED

CHARLESTON COUNTY SHERIFF'S OFFICE

Kristin Graziano, Sheriff

PRINTED NAME

OPERATIONS CHIEF/DESIGNEE

DATED



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TOWN COUNCIL

Agenda Item

To whom it may concern,

Please find this letter in support of the Lowcountry Marine Mammal Network's efforts to make Captain Sam's Inlet a 'No Wake Zone' on the basis of this being a critical feeding habitat for local bottlenose dolphins. "Strand feeding" is a unique hunting behavior in which bottlenose dolphins work together in small groups to herd fish towards the shore. They then use a powerful wave to push the fish onto the shore and then lunge onto the shore to grab the fish. South Carolina and Georgia are the only two locations along the Atlantic coast where this behavior has been documented (Duffy-Echevarria et al. 2008). Captain Sam's Inlet, located between Kiawah and Seabrook Islands in South Carolina, is a main strand feeding location. The dolphins feed here on a daily, monthly, and yearly basis. Disturbance of dolphins while feeding may decrease or stop their normal foraging behavior and cause displacement from preferred habitats (Bejder et al. 2006; Samuels & Bejder 2004).

This behavior is so rare and amazing to witness it attracts at a minimum 10k visitors per year. It has attracted wildlife docuseries to film here such as National Geographic and Netflix. Some dolphins have been monitored in this inlet for 12 hours/day representing a large amount of their daily budget. The dolphins have also been documented to use this inlet to rest, play, mate, socialize, feed, and care for their young. The dolphins are part of the Charleston Estuarine System (CES) stock of dolphins that ranges from Prices Inlet to the north and the North Edisto River to the south (Waring et al. 2015). The population size is currently unknown, though previous estimates from mark-recapture photo-ID studies place it at 289 individuals. Because the stock is small and likely few mortalities and serious injuries would exceed sustainable levels, it is considered to be a strategic stock under the Marine Mammal Protection Act (MMPA) of 1972 (Waring et al. 2015). The CES stock is an estuarine population that is resident to local Charleston waters, where they live year-round.

Dolphins are sensitive to boats, noise, watercraft and tidal changes. When boats use this inlet in excess speed, the dolphins have been documented to stop feeding, leave the area, or dive for long periods of time, directly altering their behavior. According to the Marine Mammal Protection Act, it is illegal to feed or disturb wild dolphins. In 2020, LMMN applied for a No Wake Zone with the SCDNR because of the increasing boat activity moving in excess of idle speed, thus disturbing the dolphins. LMMN was denied the No Wake Zone stating that a No Wake Zone is typically given when boater safety is at risk such as at fuel docks, for swimmers or marinas (Section 50-21-870 (B6)). But, according to **SECTION 50-21-870 (B7)**, a boater should not: *"chase, harass, molest, worry or disturb wildlife with a personal watercraft, specialty propcraft, or vessel except while lawfully angling for, hunting, or trapping wildlife"*.

The SCDNR has protected other critical habitats in South Carolina for nesting birds and sea turtles and we would encourage you to protect this area as well. The Town of Kiawah Island supports making Captain Sam's Inlet a No Wake Zone for the conservation and safety of our local dolphins.

Sincerely,

Town Mayor



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TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND
2022 Town Meeting Schedules*

All meetings are held at the Municipal Center located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC. Schedules are also available at www.kiawahisland.org or by calling 843-768-9166.

Town Council
Meetings at 2:00 pm

January 11th
February 1st
March 1st
April 5th
May 3rd
June 7th
July 5th
August 2nd
September 6th
October 4th
November 1st
December 6th

Arts & Cultural Events Council
Meetings at 2:00 pm

January 13th
February 3rd
March 3rd
April 7th
May 5th
June 2nd
August 4th
September 1st
October 6th
November 3rd
December 1st

Arts Council Board
Meetings at 10:00 am

January 10th
April 4th
July 11th
October 3rd

CERT Team
Meetings at 3:00 pm

January 26th
April 20th
July 20th
October 19th

Planning Commission
Meetings at 3:00 pm

January 12th
February 2nd
March 2nd
April 6th
May 4th
June 8th
July 6th
August 3rd
September 7th
October 5th
November 2nd
December 7th

Public Works Committee
Meetings at 10:00 am

January 17th
February 14th
March 14th
April 11th
May 9th
June 13th
July 11th
August 8th
September 12th
October 10th
November 14th
December 12th

Public Safety Committee
Meetings at 11:30 am

January 19th
February 9th
March 9th
April 13th
May 11th
June 15th
July 13th
August 10th
September 14th
October 12th
November 9th
December 14th

Environmental Committee
Meetings at 2:00 pm

January 19th
March 9th
May 11th
July 13th
September 14th
November 9th

Board of Zoning Appeals
Meetings at 3:00 pm

January 31st
February 14th
March 21st
April 18th
May 16th
June 20th
July 18th
August 15th
September 19th
October 17th
November 14th
December 12th

Ways and Means Committee
Meetings at 3:00 pm

January 24th
February 28th
March 28th
April 28th
May 23rd
June 27th
July 25th
August 22nd
September 26th
October 24th
November 21st
December 19th

*Rescheduled meetings will be posted on the website