



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

Virtual Meeting Via Zoom

March 2, 2021; 2:00 PM

AGENDA

- I. Call to Order:
- II. Approval of Minutes:
 - A. Minutes of the Town Council Retreat of January 20, 2021 [Tab 1]
 - B. Minutes of the Town Council Retreat of January 21, 2021 [Tab 2]
 - C. Minutes of the Town Council Meeting of February 2, 2021 [Tab 3]
 - D. Minutes of the Special Call Town Council Meeting of February 9, 2021 [Tab 4]
- III. Mayor's Update:
- IV. Citizens' Comments (Agenda Items Only):
- V. Old Business:
 - A. To Consider Approval of **Ordinance 2021-01** - An Ordinance To Amend Chapter 12 - Land Use Planning And Zoning - Article 4 – Section 12-374 - Definitions. – **Second and Final Reading** [Tab 5]
 - B. To Consider Approval of **Ordinance 2021-03** - An Ordinance of the Town Council of the Town of Kiawah Island Regarding Face Coverings, Restrictions on Restaurants, Establishments that Possess a State Permit to Sell Alcohol, Other Businesses and Facilities, and Essential Businesses – **Second and Final Reading** [Tab 6]
- VI. Consent:
 - A. To Consider Approval of the Island Beach Services Franchise Agreement Amendment [Tab 7]
 - B. To Consider Approval of the Night Heron Park Franchise Agreement [Tab 8]
 - C. To Consider Approval of the Agreement with Kimley-Horn [Tab 9]
 - D. To Consider Approval of the Contract for Services with LS3P for the Wet Trash and Recycling Center at the Municipal Center [Tab 10]
- VII. New Business:
 - A. Request Recommendation and Funding Approval to Ways and Means to Engage a Brand Standards Consultant [Tab 11]
 - B. Discussion of the Sea Island Golf, LLC Proposed Rezoning located in Charleston County at 4475 Betsy Kerrison Parkway [Tab 12]
- VIII. Town Administrator's Report:
- IX. Council Member:
 - a. Committee Updates
 - b. General Comments
- X. Citizens' Comments:
- XI. Adjournment:



Tab | **1**

TOWN COUNCIL

Agenda Item

WORK IN PROGRESS

Materials for Tab 1 are not finalized and will be added to the March Town Council Agenda and Materials when reviewed.



Tab | 2

TOWN COUNCIL

Agenda Item

WORK IN PROGRESS

Materials for Tab 2 are not finalized and will be added to the March Town Council Agenda and Materials when reviewed.



Tab | 3

TOWN COUNCIL

Agenda Item

TOWN COUNCIL MEETING

Virtual Via Zoom

February 2, 2021; 2:00 PM

MINUTES

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

Present at the meeting:

John D. Labriola, Mayor
Dan Prickett, Mayor Pro Tem
Maryanne Connelly, Councilmember
John Moffitt, Councilmember
Dr. Scott Parker, Councilmember

Also Present:

Stephanie Tillerson, Town Administrator
Joe Wilson, Town Attorney
Petra Reynolds, Town Clerk
John Taylor, Planning Director
Bruce Spicher, Community Services Director

Conservancy:

Richard Warner, Board Chairman
Donna Windham, Executive Director

Charleston County:

Jenny Honeycutt, County Councilmember
Devri DeToma, Project Manager
Mitchell Metts, Project Manager of Segment A
Chris Gossett, Project Manager of Segment C

II. Approval of Minutes:

A. Minutes of the Town Council Special Call Meeting of January 5, 2021

Mayor Pro Tem Prickett made a motion to approve the minutes of the January 5, 2021 Special Call Town Council Meeting. Councilmember Parker seconded the motion, and the minutes were unanimously approved.

B. Minutes of the Town Council Meeting of January 5, 2021

Councilmember Connelly made a motion to approve the minutes of the January 5, 2021 Town Council Meeting. Councilmember Moffitt seconded the motion.

As a follow-up on the previous Main Road Corridor project discussion, Councilmember Parker asked if any comments were received from the Community Association or Seabrook. Both Mayor Labriola and Ms. Tillerson confirmed that none had been received.

Following the discussion, the minutes were unanimously approved.

III. Mayor's Update:

Mayor Labriola thanked the Councilmembers for their attendance at the Council Retreat and that they continue to feel it a worthwhile effort. He noted that along with the Retreat's minutes, Town Notes in April would provide another opportunity for the community to review the priority items that were discussed.

Mayor Labriola stated that he, Mayor Pro Tem Prickett, Ms. Tillerson, Mr. Taylor, former Mayor Lipuma, and former member of Town Council John Wilson met with Mr. Zlogar, Chairman of the Johns Island Task Force. He felt that Mr. Zlogar's focus on zoning and development would be an asset to John's Island and described the challenges facing the Task Force as uphill battles. Mayor Labriola noted that while the Task Force acknowledges roads as a major concern, with varied options on approaches, the Task Force would not be taking a position relative to road issues.

Mayor Labriola stated that he approved the request from Ms. Tillerson for a compensation adjustment of \$1,250.00 for all Town employees effective January 15th. He stated the one-time adjustment would not be part of the employee's base wage and will not carry forward. The adjustment was a recognition of work done in 2020, during which performance raises were suspended.

IV. Citizens' Comments (Agenda Items Only):

None

V. Presentation:

A. Kiawah Conservancy 2030 Strategic Plan: "A Call to Conservation"

Mr. Warner, with the Kiawah Conservancy, gave a presentation on the Conservancy's 2030 strategic plan. He gave a brief history of the Conservancy established in 1997 to conserve the natural beauty and habitat of Kiawah. Those efforts included preserving 160 acres, educational programs, publication, video, and social media communications, and protecting natural habitat.

Mr. Warner reviewed the vision statement created in 2010; *"We provide the vision, leadership, and resources necessary to preserve and enhance Kiawah Island's unique balance of nature and development. We are an independent, research-driven, non-political, not-for-profit organization"* and the creation of a new mission statement and 2030 Strategic Plan that were adopted by the Board of Trustees in 2020.

Mr. Warner discussed in detail the critical components of the new mission statement: *"We measure, manage, improve, and advocate for the ecological health of Kiawah Island and its environs,"* along with a detail of the major shifts in the missions from the original to the 2030 plan and strategies included in the plan for the next ten years.

Councilmembers shared their comments on the Conservancy's vision for the future and the hope that the Town can be an important part of it.

B. Main Road Corridor Update

Ms. DeToma gave a presentation on the Main Road Corridor project. She stated that the purpose of the project was to reduce congestion and increase capacity along Main Road. The project was divided into three segments. Two segments were requested to be expedited: Bees Ferry Road to River/Chisolm Road in Segment A, Maybank Highway to Betsy Kerrison for Segment C.

Ms. DeToma indicated that the projects were expedited due to a 2016 survey that showed that over 75% of the Johns Island residents, Kiawah and Seabrook area, supported the project. Question and answer sessions showed this to be a very contentious project, and work continues on finalizing responses. She noted a summary of the over 800 comments received during the public comment period would be posted to the website and presented to County Council. She also pointed out that an additional in-person public meeting with refined Segment C alternatives would be scheduled for this summer.

Mr. Metts indicated that a preferred alternative had been identified for the Hwy 17/Main Road area. Work was moving forward with the detailed design work to submit a permit application this summer. He gave an overview of Segment A, stating that the public had universally supported the alternative selected based on the comments received. The hope was to get the project to construction and underway by late 2022.

Mayor Labriola asked if the project has been approved and funded. Mr. Metts indicated that the project was funded as part of the sales tax referendum. Ms. DeToma stated that funding had also been obtained through a grant, and the project was fully funded and approved.

Mr. Gossett gave a detailed overview of each of the five alternatives for Segment C, noting that all alternatives start at the intersection of Bohicket/River Road and Betsy Kerrison.

- Alternative One – Bohicket Road widening
- Alternative Two – River Road widening
- Alternative Three – New road location
- Alternative Four – Bohicket Road widening and new road location
- Alternative Five – Bohicket, Plow Ground, and River Road widening

Ms. DeToma added that cost estimates should be available at the next public meeting.

Ms. Honeycutt was in attendance for the presentation for questions relating to the County Council and indicated that she was available to answer any questions via email.

Ms. DeToma discussed the project planning process and the availability of traffic study information on the website.

Councilmembers shared their comments on the project and alternatives.

VI. Old Business:

None

VII. Consent:

- A.** To Consider the Approval of the Contract Agreement for prosecuting Town Attorney Services with Adam Young of Young & Young, Attorneys at Law
- B.** To Consider the Approval of the Contract with Coastal Science and Engineering
- C.** To Consider the Approval of the Contract Amendment with Island Beach Services dba Barrier Island Ocean Rescue
- D.** To Consider the Approval of the Franchise Agreement Amendment with Watersports Unlimited LLC dba Tidal Trails
- E.** To Consider the Approval of the Purchase of an Air Purification System
- F.** To Consider the Approval of the Purchase of Public Safety Radios

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

Councilmember Connelly made a motion to approve Consent items A through G. The motion was seconded by Councilmember Parker, and the motion was unanimously approved.

VIII. New Business:

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

Mr. Taylor stated that during the process of adopting the new FEMA flood maps, it was noted that having lower elevations would have adverse impacts on the ability to park underneath a structure

along with having varying roof heights across the island. Staff worked with the Architectural Review Board (ARB) and others to establish the definition of "Base Building Height Elevation." The new term would be an added definition within the zoning ordinance and inserted into the Building Height definition to measure building heights based upon the numeric value of the 2004 base flood elevation.

Mr. Taylor stated that the Planning Commission reviewed the text amendment and unanimously recommended approval.

Mayor Pro Tem Prickett motioned to move into the Public Hearing. Councilmember Parker seconded the motion, and it was unanimously approved.

No Public Comments were submitted.

Mayor Pro Tem Prickett motioned to move back into Regular Session. Councilmember Parker seconded the motion, and it was unanimously approved.

Councilmember Parker made a motion to approve the first reading of Ordinance 2021-01. Councilmember Moffitt seconded the motion.

Councilmember supported the ordinance and the approach taken to resolve the problem.

Ms. Tillerson indicated there were some questions submitted:

Mr. Mark Hammonds asked about the FEMA regulation of the 50% renovation threshold rule in which a building must be brought up to current codes, including base flood elevation, which elevation would be utilized. Mr. Taylor stated that the change would only impact determining or interpreting height. Any changes from a construction standpoint would need to meet the new flood maps' standards recently adopted.

The question was asked what situations and considerations have been given to the effects of lower base flood elevations on older homes in the community. Mr. Taylor stated that in looking at all properties on the island, elevations were lowered from a range of about one to five feet. Older properties that have been developed to the older maps would essentially be developed at the same level based on the height determination.

Mr. Taylor indicated a question asked is if the new ordinance potentially results in new buildings being higher than surrounding trees. He stated that the ordinance would keep building heights in line with existing heights.

Mayor Labriola requested that Mr. Taylor provide a written response to the questions submitted.

Following the discussion, the motion was unanimously approved.

B. To Consider Approval of *Ordinance 2021-02* - An Emergency Ordinance of the Town Council of the Town of Kiawah Island Regarding Face Coverings, Restrictions on Restaurants, Establishments that Possess a State Permit to Sell Alcohol, Other Businesses, and Facilities, and Essential Businesses

Mr. Wilson stated that under State Law, an Emergency Ordinance could only be in effect for 61 days, which has required that the Town and other cities approve an extension of the Emergency Ordinance every two months. With the South Carolina Municipal Association (MASC) encouragement, cities have considered making Emergency and Mask Ordinances semi-permanent,

provided they are considered and approved under the normal procedures that require two readings. He noted that the permanent Emergency Ordinance presented would automatically expire at the end of 2021 or when the governor stops extending the state of Emergency, whichever occurs first.

Mr. Wilson pointed out that the current Emergency Order extension is required to keep an Emergency Ordinance in place until the permanent ordinance has had its second reading. Ordinance 2021-02 includes changes to incorporate modifications in the Governor's Executive orders and would expire March 2, 2021.

Mayor Pro Tem Prickett made a motion to approve Ordinance 2021-02, amending the existing Emergency Ordinance to extend the expiration date and substitution of Executive Order 63 for Executive Order 73. Councilmember Parker seconded the motion.

Councilmember Parker stated that since more contiguous variants of the virus have been discovered, he would suggest striking item (E) A person who is engaging in strenuous exercise or physical activity from Section (4) listing mask-wearing exemptions. Councilmembers engaged in an in-depth discussion of Councilmember Parker's opinion that a mask should be worn while exercising in close proximity at a sports facility, issues with enforcement, that exemptions listed were adopted from the Governor's Order, and changes made since that time.

Councilmember Parker made a motion to amend the amendment striking exemption (E) A person who is engaging in strenuous exercise or physical activity, from Section (4). The motion was seconded by Councilmember Moffitt.

Mr. Wilson asked for a roll call vote be taken:

Mayor Labriola	NO
Mayor Pro Tem Prickett	NO
Councilmember Maryanne Connelly	NO
Councilmember Moffitt	YES
Councilmember Parker	YES

The motion failed by a three to two vote.

Following the discussion, the motion to approve Ordinance 2021-02 was unanimously approved.

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

Mr. Wilson indicated that Ordinance 2021-03 is the permanent Emergency Ordinance which will require two reading.

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

- D.** To Consider Approval of a Modified Program from Charleston Area Therapeutic Riding for the use of Charitable Grant Funding

Ms. Szubert stated that for the past ten years, the Town had designated funds to go to programs offered to the community by local non-profit organizations. In 2020 Council approved funding for

a program application submitted by Charleston Therapeutic Riding in which they provided riding sessions for disabled students in schools on Johns and Wadmalaw Islands. With the COVID restrictions, the sessions had to be canceled and the program remodeled from in-person to virtual. Charleston Therapeutic Riding submitted a request for the funding to be spent on the modified program. Mayor Labriola question what the Town's expectations were on the expenditure of the funds awarded. Ms. Szubert explained that an applicant must include an accounting of the previously awarded funding when submitted additional funding requests.

Mayor Pro Tem Prickett made a motion to approve the reallocation of Charitable Grant funding to the modified program from Charleston Area Therapeutic Riding. The motion was seconded by Mayor Labriola.

Councilmembers discussed if there was an option to continue supporting the program in the future but redirect the awarded funds to another organization able to provide the program services.

Following the discussion, the motion was unanimously approved.

- E. 2021 Committee Appointments
- Planning Commission

Councilmember Parker made a motion to appoint the new members, Ms. Kaye and Ms. Stathis, to the 2021 Planning Commission as presented. Mayor Pro Tem seconded the motion and was unanimously passed.

- Board of Zoning Appeals

Councilmember Connelly made a motion to appoint the new members, Mr. Berner and Mr. Rosenfeld, to the 2021 Board of Zoning Appeals as presented. Councilmember Parker seconded the motion and was unanimously passed.

- F. To Consider Approval of **Ordinance 2021-04** - An Ordinance to Amend Article 14, General Regulations, Chapter 1, Flood Damage Prevision, Division 1, General Standards, and Division 3, Provisions for Flood Hazard Reduction to add Definitions of Manufactured Homes, and Manufactured Home Parks and add a Prohibition on Same – **First Reading**

Mr. Wilson explained that FEMA is asking the Town to amend its Flood Ordinance to include the definition and ban of manufactured homes. Until the amendments are made, FEMA has suspended the Town from the National Flood Insurance Program. The approval of an ordinance to make the amendments requires two readings at least six days apart. To have it become effective immediately upon the first reading, an Emergency Ordinance (**Ordinance 2021-05**) will be introduced as a temporary ordinance until the second reading of the permanent ordinance (**Ordinance 2021-04**). Mr. Wilson noted that substantively the ordinances are identical.

To Consider Approval of **Ordinance 2021-05** - An Emergency Ordinance to Amend Article 14, General Regulations, Chapter 1, Flood Damage Prevision, Division 1, General Standards, and Division 3, Provisions for Flood Hazard Reduction to add Definitions of Manufactured Homes, and Manufactured Home Parks and add a Prohibition on Same

Councilmember Moffitt made a motion to approve Emergency Ordinance 2021-05. Mayor Pro Tem Prickett seconded the motion.

Mayor Pro Tem Prickett questioned if the Ordinances would prevent a general contractor from using a manufactured home as an office on a construction site. Mr. Spicher confirmed that the

ordinance only addressed manufactured homes used for a permanent residential dwelling, not a temporary job trailer.

Following the discussion, the motion was unanimously approved.

Councilmember Moffitt made a motion to approve the first reading of Ordinance 2021-04. Councilmember Connelly seconded the motion and was unanimously approved.

In the earlier appointments, Mayor Labriola stated that the reappointment of the existing members of the Board of Zoning Appeals and the Planning Commission was not addressed.

Councilmember Parker made a motion to reappoint Mr. Farabee, Mr. Lewis, and Mr. Hannan to the 2021 Board of Zoning Appeals and Mr. Dowdy and Mr. Capelli to the 2021 Planning Commission. Councilmember Connelly seconded the motion and was unanimously passed.

IX. Town Administrator's Report:

Ms. Tillerson reminded members that the Town disperses information on COVID in various ways. A one-page sheet given to the Community Association Security and any visitors entering the main gate with a guest or short-term rental pass receives a copy of the COVID requirements. She also indicated that an eBlast would be sent out to provide COVID information to the public.

X. Council Member:

- a. Committee Updates
- b. General Comments

Mayor Pro Tem Prickett stated that both the Public Safety and Ways and Means Committees were asked to begin to develop a procedure that the Town would adopt for securing emergency funding. A draft of the procedure is in the review process and will be presented to Council for approval.

Mayor Pro Tem Prickett stated that at the Special Call Ways and Means Committee meeting, a request to amend the existing Parkway Landscaping contract for additional irrigation repairs was considered and approved. The irrigation system required much more repair than first anticipated.

Councilmember Connelly stated during last year; the Public Safety Committee has been working with EMS to improve response times on Kiawah. In addition to requesting funding for three new ambulances, Medic 10, outside Kiawah, was staffed with personnel on over-time shifts that have been established to reduce shortages due to the pandemic.

Councilmember Connelly commented on the seriousness of the escalating COVID situation. She stated that personal behavior is essential to managing the virus's spread, especially with the at-risk population. In the previous discussion of wearing masks while exercising, for many people, the ability to exercise is extremely important for their well-being. She felt that going to a gym was a personal choice, and that choice made the decision not to require wearing masks while exercising more acceptable.

XI. Citizens' Comments:

None

XII. Adjournment:

Councilmember Connelly made a motion to adjourn the meeting at 3:14 pm. Mayor Pro Tem Prickett seconded the motion and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date

DRAFT



Tab | 4

TOWN COUNCIL

Agenda Item

**TOWN COUNCIL
SPECIAL CALL MEETING
Virtually Via Zoom
February 9, 2021; 10:00 am**

Minutes

I. Call to Order: Mayor Labriola called the meeting to order at 10:00 am.

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

Also Present: Stephanie Tillerson, Town Administrator
Joe Wilson, Town Attorney
Petra Reynolds, Town Clerk

II. New Business:

- A. To Consider Approval of *Ordinance 2021-04* - An Ordinance to Amend Article 14, General Regulations, Chapter 1, Flood Damage Prevision, Division 1, General Standards, and Division 3, Provisions for Flood Hazard Reduction to add Definitions of Manufactured Homes, and Manufactured Home Parks and add a Prohibition on Same – *Second and Final Reading***

Mayor Labriola stated that the first reading of Ordinance 2021-04 dealing with the subject of manufactured homes took place at the February Town meeting. Emergency Ordinance 2021-05 also passed at the Council meeting addressed the time delay between the first and the second reading of Ordinance 2021-04.

Mayor Pro Tem Prickett moved to approve the second and final reading of Ordinance 2021-04. The motion was seconded by Councilmember Moffit.

Ms. Tillerson addressed Councilmember Connelly's question by stating that the suspension imposed by FEMA (Federal Emergency Management Agency) was lifted when both ordinances were submitted and accepted by FEMA the following day.

Following the discussion, the motion was unanimously passed.

Mayor Labriola stated that the Charleston County Public Hearing on the proposed Putt-Putt project on the neighboring property would be taking place on March 8th after the March Town Council meeting. In preparation for the Hearing, the Town has created a community survey, sent out by eBlast, with two to three questions to gauge the project's knowledge and support. The survey results will be available at the March Council meeting for discussion and determination on the extent to which Council would want to support the project. He noted that community support of a proposal was a key factor in the approval process, as shown at the rezoning heard by the Charleston County Planning Commission.

III. Adjournment:

Council Member Connelly made a motion to adjourn the meeting at 10:06 am. Council Member Parker seconded the motion and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date



Tab | 5

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2021-01

**AN ORDINANCE TO AMEND CHAPTER 12 - LAND USE PLANNING AND ZONING - ARTICLE 4 –
SECTION 12-374 - DEFINITIONS.**

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Chapter 12 - Land Use Planning and Zoning; and

WHEREAS, the Federal Emergency Management Agency (FEMA) released new flood insurance rate maps, dated January 29, 2021 with a net change reducing base flood elevations across the island ranging from approximately one foot to five feet; and

WHEREAS, the lowering of base flood elevations creates challenges for homeowners by establishing inconsistent roof lines and restricts the ability to utilize the ground level of a structure for parking; and

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to establish a new definition term *Building Base Height Elevation (BBHE)* and revise the definition of the existing term *Building Height*; and

WHEREAS, the text amendment would be consistent with the purposes and intent of the adopted Comprehensive Plan and would not be detrimental to the public health, safety, and welfare of the Town of Kiawah Island; and

WHEREAS, the Planning Commission held a meeting on January 6, 2021, and subsequently voted to recommend approval to Town Council.

WHEREAS, Town Council held a Public Hearing on February 2, 2021, providing the public an opportunity to comment on the proposed amendment.

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 the Town of Kiawah Island Municipal Code, Chapter 12 - Land Use Planning and Zoning - Article 4 – Section 12-374 – Definitions.

Section 2 Ordinance Amendments

Article 4 – Section 12-374 – Definitions shall be amended with the addition of the new definition of *Base Building Height Elevation* as follows:

Base Building Height Elevation (BBHE) means the elevation using the NGVD29 Datum as shown on the Charleston County, South Carolina Flood Insurance Rate Map with an effective date of November 17, 2004. Such elevations will be determined without respect to the flood zone classification and shall only rely on those numerals expressed within the parenthesis found on the Flood Insurance Rate Maps dated November 17, 2004.

Article 4 – Section 12-374 – Definitions, *Building Height*, shall be amended as follows:

Building Height means the vertical distance between the Base Building Height Elevation (BBHE), or ground level if the structure is not in a flood hazard area as defined by the Federal Emergency Management Agency (FEMA) and is measured in feet and stories. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor. Unless otherwise stated in this ordinance, height in feet means:

- (1) The average height level between the eaves and ridgeline of a gable, hip, or gambrel roof;
- (2) The highest point of a mansard roof; or
- (3) The highest point of the coping of a flat roof.

In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, elevator bulkheads, tanks, water towers, radio and television towers, ornamental cupolas, domes or spires, and parapet walls not exceeding four feet in height.

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 the Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 2nd DAY OF MARCH 2021.

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk

First Reading: February 2, 2021

Public Hearing: February 2, 2021

Second Reading: March 2, 2021



Tab | 6

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2021-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF KIAWAH ISLAND REGARDING FACE COVERINGS, RESTRICTIONS ON RESTAURANTS, ESTABLISHMENTS THAT POSSESS A STATE PERMIT TO SELL ALCOHOL, OTHER BUSINESSES AND FACILITIES, AND ESSENTIAL BUSINESSES

The Town Council of the Town of Kiawah Island, South Carolina, duly assembled, hereby ordains that the following Ordinance be adopted:

WHEREAS, it is well recognized that SARS-CoV-2, the virus that causes the disease COVID-19, presents a public health concern that requires extraordinary protective measures and vigilance; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States has declared a National Emergency for the United States and its territories in an effort to reduce the spread of the virus, and that State of Emergency remains in place; and

WHEREAS, the Governor of South Carolina declared a State of Emergency on March 13, 2020, to enhance the State's response to the COVID-19 virus's impact on the State, and that State of Emergency remains in place; and

WHEREAS, the Mayor of the Town of Kiawah Island declared a State of Emergency within the Town on March 19, 2020, and his proclamation was adopted by Town Council on March 25, 2020, and that State of Emergency remains in place; and

WHEREAS, Town Council adopted several versions of a prior Emergency Ordinance in the past three months, but have since lifted most restrictions, although some restrictions on citizens, visitors, and businesses remain in place; and

WHEREAS, since the lifting of restrictions, the State, County, and Town has seen a resurgence in the spread of COVID-19; and

WHEREAS, citizens and visitors, particularly those visiting commercial businesses within the Town have had a low rate of mask usage and have infrequently engaged in voluntary social distancing and other actions designed to impede the social transmission of the virus; and

WHEREAS, the CDC and SCDHEC have repeatedly advised the use of cloth face coverings to slow the spread of COVID-19; and

WHEREAS, face coverings can decrease the spread of respiratory droplets from people, and evidence has grown, showing in numerous recent studies that the use of face coverings decreases the spread of COVID-19 within populations; and

WHEREAS, taking measures to control outbreaks minimizes the risk to the public, maintains, the health and safety of the Town's residents and visitors, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS, Section 5-7-30 (the “Home Rule Statute, as well as the Governor’s Executive Orders, empower Council to enact ordinances affecting life, health, or safety and responding to the pandemic; and

WHEREAS, the South Carolina Attorney General on June 24, 2020 has issued an opinion that municipalities are authorized to issue ordinances requiring the public use of masks; and

WHEREAS, on November 25, 2020, the Governor issued Executive Order No. 2020-73 rescinding all prior Executive Orders, other than those declaring a State of Emergency, and declared that voluntary guidelines governing restaurants first established by AccelerateSC were now mandatory. These now mandatory restrictions govern restaurants, other establishments that possess a state permit to sell alcohol, and other businesses, facilities, venues, events, or mass gatherings. Among other things, restaurants must require the wearing of masks, cannot sell alcohol after 11:00 p.m., and must space tables six (6) feet apart. Although Executive Order No. 2020-73 does not include an occupancy restriction on restaurants, it does explicitly permit municipalities to enact their own emergency ordinances, orders, or other measures applicable to restaurants. See Section 3(F). Thus, the Town has determined that the 50% restriction on restaurant occupancy should remain; and

WHEREAS, the Governor’s Executive Order No. 2020-73 also explicitly authorized municipalities to enact their own emergency ordinances, orders, or other measures requiring the use of masks in public settings where it is not feasible to maintain six (6) feet of separation from others; and

WHEREAS, the Governor’s most recent Executive Order No. 2021-07 has once again extended the State of Emergency and the outstanding Executive Orders addressing the pandemic, and it appears likely that he shall continue to issue such extensions for the foreseeable future; and

WHEREAS, in light of the foregoing, Town Council of the Town of Kiawah Island deems it proper and necessary to adopt a permanent ordinance setting in place restrictions related to the pandemic for a longer period of time, as opposed to an emergency ordinance adopted pursuant to South Carolina Code § 5-7-250;

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

1. The directives and procedures adopted by the Town’s prior Emergency Ordinances are hereby rescinded and replaced by this Emergency Ordinance **except** the following:
 - A. The most recently adopted Emergency Ordinance No. 2021-02, which shall remain in place until the second reading and final adoption of this Ordinance;
 - B. The Mayor’s Proclamation of Emergency, dated March 19, 2020, and Council’s confirmation of same remain in place;
 - C. Town Council members and staff will be authorized during this State of Emergency to attend meetings of Council via teleconference at their discretion;
 - D. The public will not be allowed to attend Council meetings, or any other Town meetings, in person. Meetings will still be broadcast. Measures will be taken to allow the public to submit comments prior to any meeting by emails, which will be included in the public record of the meeting.
 - E. The Town Administrator is authorized to cancel and revoke any special events permits issued prior to the date of this ordinance; and
 - F. The Mayor is authorized to take protective measures for protection of the public health.

MASK REQUIREMENT

2. “Face Covering” or “mask” shall mean a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is otherwise wrapped around the lower face. A Face Covering can be made of natural or synthetic fabrics and can be handmade or improvised

from other items. A face shield that covers the nose and mouth and extends below the chin shall satisfy the Face Covering requirements of this Order. Medical-grade masks or respirators shall satisfy the Face Covering requirements of this Order; however, according to the latest CDC guidance, these critical supplies should be reserved for use by healthcare workers and medical first responders.

3. All persons, including employees, entering or waiting to enter any restaurant (including persons waiting to pick up a carryout order), business, club, or association facility must wear a face covering at all times.
4. The following persons are exempted from the Face Covering requirement:
 - A. A child who is two (2) years old or younger or a child whose parent, guardian, or responsible adult has been unable to place the Face Covering safely on the child's face.
 - B. A person who is seeking to communicate with someone who is hearing-impaired in a manner that requires the mouth to be visible.
 - C. A person with a physical, mental, or behavioral health condition or disability (including, but not limited to, any person who has trouble breathing, or is unconscious or incapacitated, or is otherwise unable to put on or remove a Face Covering without assistance) that prevents wearing a Face Covering, provided that a non-employee or visitor who represents that they cannot wear a Face Covering for one or more of these reasons should not be required to produce documentation or any other form of proof of such a condition.
 - D. A person who is actively engaged in eating or drinking or obtaining a service that requires access to or visibility of the face.
 - E. A person who is engaging in strenuous exercise or physical activity.
 - F. A person who is operating or occupying a vehicle alone or with other persons who are members of the same household.
 - G. A person who is voting or assisting with the administration of an election, although wearing a Face Covering is strongly encouraged.
 - H. A person who must remove a Face Covering for purposes of identification or security screening or surveillance.
 - I. A person for whom wearing a Face Covering would create a risk to the health or safety of the person due to their occupation, job function, or work assignment where wearing a Face Covering would be inconsistent with industry safety standards or protocols or federal, state, or local regulations or guidelines.
5. Businesses and restaurants are responsible for enforcing this Emergency Ordinance with regard only to their employees and are subject to the penalties included herein for violations occurring inside or outside of their business by their employees. Businesses and restaurants are required to conspicuously post at each entry and exit a notice in their business visible to customers entering the business, informing customers that the use of Face Coverings by customers and employees is mandated by law. Failure to post such a notice is a violation of this Emergency Ordinance.

ADDITIONAL EMERGENCY RESTRICTIONS

6. The Town adopts all Emergency Orders as amended issued by the State of South Carolina Governor Henry McMaster related to the coronavirus, including Governor McMaster's Executive Order No. 2020-73.

7. All restaurants and other establishments that possess a state permit to sell alcohol must comply with the Governor's Executive Order No. 2020-73 and shall comply with the following mandatory restrictions:
 - A. The sale or consumption of beer, wine, or alcoholic liquor in all restaurants and other establishments that possess a state permit to sell alcohol is prohibited between the hours of 11:00 PM and 10:00 AM. The sale of beer, wine, or alcoholic liquors for off-premises consumption is not covered by this restriction;
 - B. Employees and patrons shall be required to wear masks or face coverings;

In addition, pursuant to the authority granted by the Governor's Executive Order No. 2020-73, Section 3(F), the Town also requires that restaurants comply with the following mandatory restrictions:

- A. Diners must be seated six (6) feet away from diners at other tables;
 - B. Restaurants must seat no more than 8 customers per table unless from the same family; and
 - C. Restaurants must not allow standing or congregating in the bar area of restaurant.
8. Per the Governor's Executive Order, other types of businesses, facilities, venues, events or mass gatherings which are permitted to open but are required to implement AccelerateSC guidelines include the following: festivals, parades, concerts, theaters, stadiums, arenas, coliseums, auditoriums, grandstands, amphitheaters, gymnasiums, concert halls, dance, halls, performing arts centers, parks, racetracks, or similarly operated entities. These guidelines include, but are not limited to, the following:
 - A. Attendance may not exceed 50% of the certificate of occupancy issued by the fire marshal – or 250 persons – whichever is less;
 - B. Require the wearing of masks for face coverings as a condition of admission or participation;
 - C. Enact social distancing, cleaning and hygiene practices as recommended by AccelerateSC; and
 - D. End the sale of alcohol at 11:00 PM.
9. All essential businesses originally covered by the Governor's Executive Order No. 2020-21, Section 1(I) must comply with occupancy rate, social distancing practices, and sanitations requirements included in the Governor's Executive Order No. 2020-21, Section 1(I), which includes the following restrictions:
 - A. Emergency Maximum Occupancy Rate. The business shall limit the number of customers allowed to enter and simultaneously occupy the premises so as not to exceed five (5) customers per 1,000 square feet of retail space, or twenty percent (20%) of the occupancy limit as determined by the fire marshal, whichever is less.
 - B. Social Distancing Practices. The business shall not knowingly allow customers, patrons, or other guests to congregate within six (6) feet of one another, exclusive of family units.
 - C. Sanitation. The business shall implement all reasonable steps to comply with any applicable sanitation guidelines promulgated by the CDC, DHEC, or any other state or federal public health officials.
10. Violators of any other provision contained in this Ordinance will be subject to a criminal fine of up to \$100.00 plus required statutory assessments. Each day of the infraction shall be considered a separate offense. In addition, any violation may be charged as a criminal infraction with any other relevant criminal penalties contained in the Kiawah Island Municipal Code, or civil or criminal penalties under state law, or federal law, including violations of S.C. Code

Section 16-7-10 (Illegal acts during state of emergency), and penalties authorized pursuant to Executive Orders issued by the South Carolina Governor. In addition, the Governor has authorized cities to seek an injunction, mandamus, or other appropriate legal action in the courts of the State.

11. All net fines (not including assessments or other payments directed elsewhere under State law) paid to the Town for violations of this Ordinance will be earmarked and donated to a nonprofit or charitable organization to be chosen at a later date.
12. Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Emergency Ordinance as hereby adopted shall remain in full force and effect.
13. This Ordinance is adopted through normal procedures, including adoption by way of two readings, as opposed to adoption by S.C. Code § 5-7-250(d), which requires only one reading, but cannot be implemented for more than 61 days at a time. This Ordinance shall remain in place until December 31, 2021 or until the Governor allows the current State of Emergency to expire, whichever date comes first.

MOVED, APPROVED AND ADOPTED THIS 2nd DAY OF MARCH 2021.

John D. Labriola, Mayor

ATTEST:

By: _____
Petra S. Reynolds, Town Clerk

1st Reading: February 2, 2021

2ND Reading: March 2, 2021



Tab | 7

TOWN COUNCIL

Agenda Item

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

**AMENDMENT TO NON-EXCLUSIVE BEACH
FRANCHISE AGREEMENT
BETWEEN THE TOWN OF KIAWAH ISLAND
AND ISLAND BEACH SERVICES, INC.**

WHEREAS, the Town of Kiawah Island and **ISLAND BEACH SERVICES, Inc.** entered into a Non-Exclusive Beach Franchise Agreement on January 9, 2018 for the purpose of conducting commercial activities within a defined area of the beach.

WHEREAS, the Town and Island Beach Services, Inc. wish to amend said Agreement as follows:

1. **TERM:** This agreement shall be extended for one (1) additional two-year term commencing on April 1, 2021 and expiring on March 31, 2023.

All other provisions of the Agreement entered into on January 9, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 2nd day of March 2021.

WITNESSES

TOWN OF KIAWAH ISLAND

By: _____
John D. Labriola

Its: Mayor

ISLAND BEACH SERVICES

By: _____
C.K. Butch Neal

Its: President



Tab | 8

TOWN COUNCIL

Agenda Item

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT

AGREEMENT, entered into this 2nd day of March, 2021, by and between the **Town of Kiawah Island** (hereinafter the "Town") and **NIGHT HERON PARK COMPANY** (hereinafter the "Franchisee").

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

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

1. **TERM:** This agreement shall be for a five-year term commencing on the 1st day of April 2021 and expiring on the 31st day of March 2026. This Franchise Agreement may be terminated without cause by either party in whole or in part at any time with thirty (30) days written notice.
2. **HOURS OF OPERATION:** The Franchisee may conduct commercial activities (as defined herein) within the beach area seven (7) days per week, between the hours of 8:30 AM and 7:00 PM.
3. **VEHICLES:** Permission is hereby granted from the Town to the Franchisee to bring onto the beach those vehicles which are necessary for the operation of the franchise hereby granted. Prior to use, however, these vehicles must be approved by the Town. No vehicles operated by the Franchisee on the beach shall be driven at a speed in excess of ten (10) miles per hour, unless an emergency situation exists. Franchisee agrees to limit vehicle usage as much as possible so as to minimize traffic on the beach.
4. **EQUIPMENT:** The Franchisee shall use equipment, materials and supplies that are to be new or in good condition and of the most suitable grade for the purpose intended. The Town of Kiawah shall inspect and approve all equipment prior to use.
5. **AREAS OF OPERATION:** By this agreement, the Franchisee is hereby authorized to operate and conduct commercial activities within the Town of Kiawah Island, provided the Franchisee's operations do not extend into the dunes or on any land located within the area twenty (20) feet seaward of the

toe of the primary dune, in the following area:

- A. The area of beach in front of the Sanctuary located between (-80.09598 longitude and 32.59889 latitude) and (-80.08987 longitude and 32.60047 latitude) marked by white and blue poles and labeled as Kiawah Island Golf Resort in red on the attached map (Exhibit A).
- B. The Franchisee shall maintain a buffer zone of 25 yards on either end of the boundary of the operation area inward on their property; so as not to interfere with another franchisee's operation on the beach. No franchise activity shall be conducted within this buffer zone.

6. CONDUCT OF OPERATION:

- A. The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of citizens visiting the beach and also for the preservation and enhancement of the beach ecology by strict adherence to the Municipal Code of the Town of Kiawah Island, as amended. In that regard, such employees shall assist beach visitors to be aware of and adhere to Town Beach Ordinances.
- B. Franchisee shall provide all employees with a distinctive uniform (shirts and pants) which identifies the employee with the Franchisee. Employees must also wear name tags at all times. Uniforms must be worn at all times while on duty and must be clean and neat in appearance. The uniform must be approved by the Town.
- C. Franchisee and employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation.
- D. Franchisee and employees shall thoroughly instruct any potential customers regarding the safe use of any leased water sports equipment.
- E. Franchisee and its employees shall provide its services in the following manner subject to the specified conditions:
 - (1) Attendants shall be located at those boardwalk accesses deemed appropriate by the Franchisee within the Franchisee's area of operation as defined in Paragraph 4 of this Agreement.
 - (2) Storage boxes and chair racks shall be placed at each attendant's station by the Franchisee. At no time shall any equipment, storage boxes and/or chair racks be placed in the dunes for overnight storage. During the hours of operation, the attendant may place

the Franchisee's office umbrella in front of these locations. Emergency radios should be set at a volume so as to be functional but not to distract or interfere with the enjoyment of the beach by guests, visitors, property owners, or other persons.

- (3) Within reasonable proximity to each attendant's station, a maximum of two setups shall be placed on the beach by the Franchisee's employees. A setup is defined as a beach umbrella and two chairs.
- (4) Guests, visitors, property owners, or other persons may reserve setups at each attendant's station for designated time periods within the discretion of the Franchisee. Reservation of setups shall be dutifully recorded by the attendant. Reserved setups shall be in place by 10:00 a.m. on each day in which the Franchisee operates.
- (5) Reserved setups may be placed by the Franchisee's employees within proximity to each attendant's station, or at other various places within the Franchisees' area of operation during the hours of operation. Additional non-reserved setups may be placed only within reasonable proximity to an attendant's station.
- (6) Setups shall be placed in a uniform, straight line fashion. Setups shall be appropriately spaced so as to allow at least five (5) feet between each setup. The first setup of the attendant's line of setups shall be distanced approximately twenty (25) feet from each boardwalk access.
- (7) Franchisee and its employees understand that the beach is public and any guests, visitors, property owners, or other persons have priority on the use of the beach over the Franchisee's interest in placing setups. At no time will the Franchisee and its employees request any person on the beach to move or relocate for the sake of its operation, unless such persons are using the Franchisee's services or facilities without authorization.
- (8) Other equipment may be leased in accordance with **Exhibit A** and other items may be sold in accordance with **Exhibit B**.

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

7. **FRANCHISE CONSIDERATION:** During the term of this agreement, including any

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

8. **INSURANCE:** Franchisee shall carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit and automobile liability insurance with minimum limits of \$500,000.00/\$1,000,000.00 (or \$1,000,000.00 combined single limit). Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy, and the Franchisee shall deliver to the Town a copy of the policy and any endorsements thereto.
9. **INDEMNIFICATION:**
 - A. Franchisee shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
 - B. Franchisee shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Franchisee's employees working at the specified location of operation during the specified hours of operation which may occur, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
10. **NO AGENCY CREATED:** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between Night Heron Park Company and the Town of Kiawah Island, South Carolina, other than that which is expressly stated herein. The Town of Kiawah Island, South Carolina, is interested only in the results to be achieved through this grant of franchise. The conduct and control of the agents and employees of Night Heron Park

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

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

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

WITNESSES:

TOWN OF KIAWAH ISLAND

By: John D. Labriola
Its: Mayor

NIGHT HERON PARK COMPANY

By: Roger M. Warren
Its: President



EXHIBIT A

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

LEGEND

Beachwalker County Park

Kiawah Island Golf Resort

Beach Club

Beach Franchise Area

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

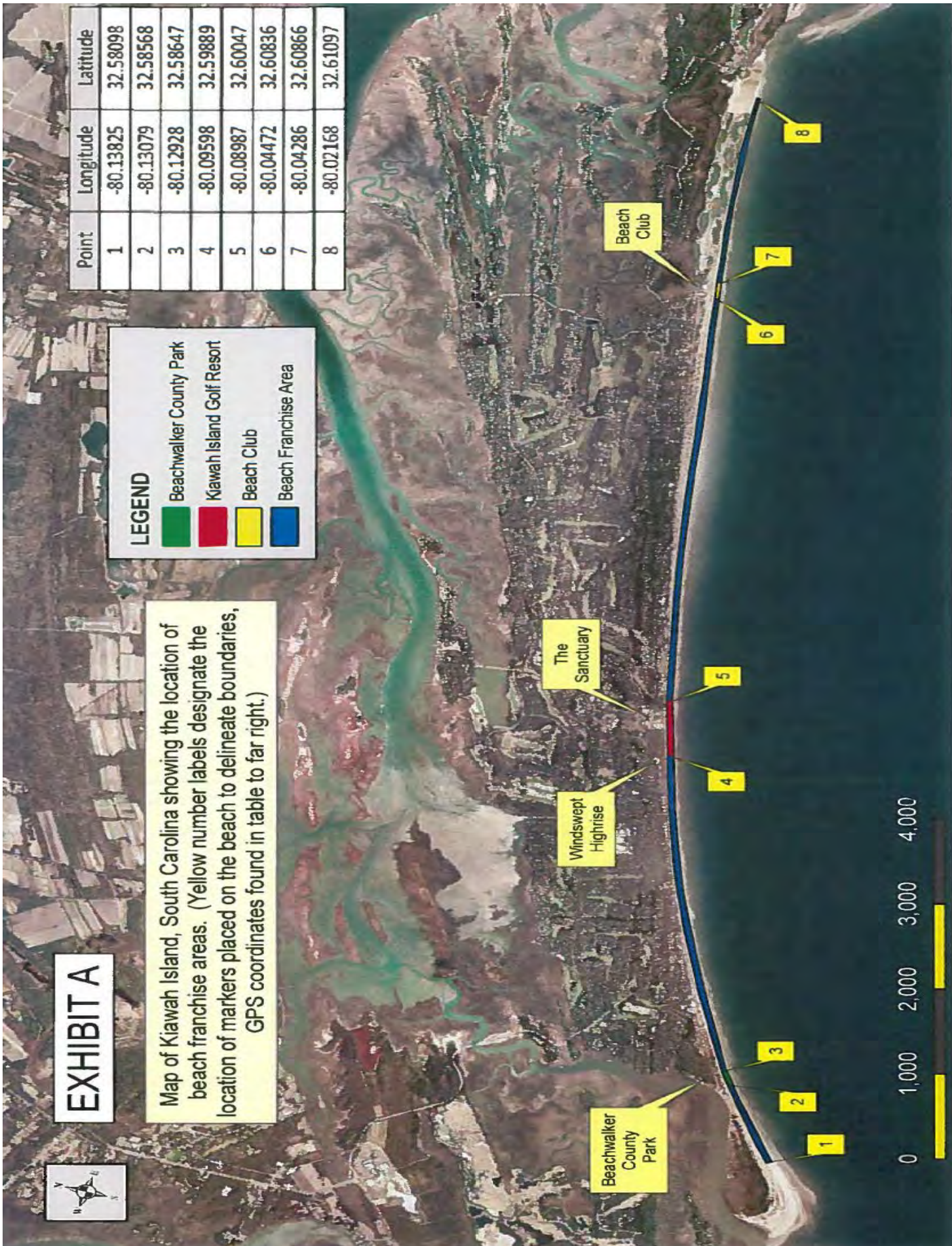


EXHIBIT "B" TO FRANCHISE AGREEMENT

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

Umbrellas/Cabanas

Chairs/Lounges

Back-Rests

Floats/Body

Boards Surf

Kayaks

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

EXHIBIT "C" TO FRANCHISE AGREEMENT

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

Non-Alcoholic Beverages

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

Food and Snacks

Alcoholic

Beverages

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



Tab | 9

TOWN COUNCIL

Agenda Item



February 23, 2021

Ms. Petra Reynolds
Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, South Carolina

Re: ***Request for Proposal for the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan***

Dear Ms. Reynolds,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Kiawah ("Client") for providing civil engineering planning services related to the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan located in Kiawah Island, South Carolina.

Project Understanding

It is our understanding that the Town of Kiawah Island desires to have a Pedestrian and Bicycle Safety Action Plan for Beachwalker Drive. The purpose of this plan will be to analyze continuous bicycle paths, analyzed options for raised pedestrian crossings, and analyze safety options for the cohesion between bicycles, pedestrians, and vehicles.

To supplement the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan, Kimley-Horn will analyze the potential geometric improvements to the Beachwalker Drive at Kiawah Island Parkway intersection. The suggested improvements will focus on pedestrian and bicycle connectivity within the intersection.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Background Data Collection

Kimley-Horn will make one site visit to observe traffic operations and collect background information, including photographs, intersection laneage, speed limits, and traffic control operations. We will obtain available information from the Town of Kiawah Island regarding available information within the immediate vicinity of the project.

From the site visit, Kimley-Horn will make recommendations to improve pedestrian, bicycle, and vehicular cohesion along Beachwalker Drive. Kimley-Horn will coordinate with the Town on future development plans on Beachwalker Drive.

Task 2 – Field Review Meeting

Kimley-Horn will hold one field review meeting with the Town of Kiawah representatives to finalize the recommendations for pedestrian and bicycle safety along Beachwalker Drive. Following the field review meeting, Kimley-Horn will provide a graphic on an aerial that depicts the location of the proposed improvements which were determined in the field.

Task 3: Beachwalker Drive Pedestrian and Bicycle Safety Action Plan

Kimley-Horn will utilize the site visit data collected in Task 1 as well as the field recommendations in Task 2, to develop a Pedestrian and Bicycle Safety Action Plan for Beachwalker Drive. The purpose of this plan will be to analyze continuous bicycle paths, analyzed options for raised pedestrian crossings, and analyze safety options for the cohesion between bicycles, pedestrians, and vehicles.

The Beachwalker Drive Pedestrian and Bicycle Safety Action Plan will include up to 4 (four) conceptual horizontal concepts for pedestrian and bicycle improvements based on current available GIS data. These concepts will include considerations to sight distance, pedestrian and bicycle access, pedestrian and bicycle safety, and necessary geometric modifications along Beachwalker Drive. The purpose of these concepts will be to display options for enhancements along Beachwalker Drive for pedestrian and bicycle safety. The concept exhibits will include:

- Lane lines
- Storage Lines
- Sidewalk/Bike Lanes
- Median modifications
- Access modifications
- Sight distance improvement suggestions

The Pedestrian and Bicycle Safety Action Plan will consider both existing traffic conditions and projected traffic conditions with future development along Beachwalker Drive.

A draft Pedestrian and Bicycle Safety Action Plan will be submitted to the Town of Kiawah for one round of comments. Kimley-Horn will address the comments from the Town of Kiawah and compile a final plan.

Task 4: Geometric Improvements to Beachwalker Drive at Kiawah Island Parkway (Optional)

To supplement the Beachwalker Drive Pedestrian, Bicycle Safety and Mobility Plan, Kimley-Horn will analyze the potential geometric improvements to the Beachwalker Drive at Kiawah Island Parkway intersection. The suggested improvements will focus on pedestrian and

bicycle connectivity within the intersection. Kimley-Horn will develop up to 2 (two) conceptual horizontal concepts for pedestrian and bicycle improvements based on current available GIS data at the intersection of Beachwalker Drive at Kiawah Island Parkway. These concepts will include considerations to sight distance, pedestrian and bicycle access, pedestrian and bicycle safety, and necessary geometric modifications at the intersection. The purpose of these concepts will be to display options for enhancements at the intersection for pedestrian and bicycle safety. The concept exhibits will include:

- Lane lines
- Storage Lines
- Sidewalk/Bike Lanes
- Median modifications
- Access modifications
- Sight distance improvement suggestions

Kimley-Horn will not proceed with Task 4 unless given the notice to proceed from the Town of Kiawah. Task 4 is separate from the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan.

Task 5: Meetings and Coordination

Once we reviewed the results in Tasks 1-4, we will be available to attend any follow-up meetings with the Client, if needed, to review our findings and recommendations.

All meeting and coordination time, other than the field review meeting listed in Task 2, will be billed on an hourly basis according to the attached rate schedule.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance. Additional services may include services such as:

- Public Meetings
- Design Services
- Survey

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed-upon schedule.

Fee and Billing

KHA will perform the scope of services described above based on the following fee:

Task	Fee Type	Fee
Task 1- Background Data Collection	Lump Sum	\$1,500
Task 2 - Field Review Meeting	Lump Sum	\$1,500
Task 3 – Beachwalker Drive Pedestrian and Bicycle Safety Action Plan	Lump Sum	\$9,200
Task 4 – Geometric Improvements to Beachwalker Drive at Kiawah Island Parkway (Optional)	Lump Sum	\$4,300
Task 5 – Meetings and Coordination	Hourly	To Be Determined

Task 5 will be billed on an hourly basis according to our then-current hourly rates provided in the attached rate schedule.

Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of the date of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached modified Standard Provisions, which are incorporated by reference. As used in the modified Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the Town of Kiawah Island, SC.

KHA, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

____ Please email all invoices to _____@_____._____.

____ Please email invoices to _____@_____._____ AND provide a hard copy to the address listed above (please note below if it should be to some else's attention or an alternative address).

____ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to some else's attention or an alternative address).

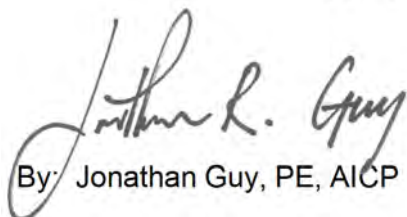
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

[Remainder of page of intentionally left blank]

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jonathan Guy, PE, AICP

Vice President



Dillon Turner, PE

Project Manager

Attachments – Standard Provisions/ Rate Schedule

Agreed to this day of , _____.

TOWN OF KIAWAH ISLAND, SC

A MUNICIPALITY

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



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TOWN COUNCIL

Agenda Item

Fee Proposal

February 22, 2021

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

Kiawah Island Municipal Recycling Center
M701-210530

Dear Stephanie,

LS3P is pleased to offer our design services to the town of Kiawah Island for their proposed new recycling facility.

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

It is understood the Town wishes to have the new center functioning prior to the PGA Championship held on Kiawah from May 20-23, 2021 but is subject to change pending the permitting review and approval process.

SCOPE

Programming & Conceptual Design

LS3P shall meet with you and your staff as well as visit the existing operating recycling center located off Kestrel Court to better understand programmatic requirements.

It is understood the current centers (off Kestrel Court and Beachwalker Drive) will be abandoned and a new single center shall be created adjacent to Town Hall.

LS3P will work with Carolina Waste & Recycling (current contracted waste management company) to determine required equipment space and clearance requirements (inclusive of waste management vehicle access). We will also determine if there are any efficiencies in frequency pick-up over multiple/ redundant containers.

We anticipate the programming and conceptual design phase to take approximately 2-weeks

Construction Documents and Bidding/Negotiation

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

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

We will assist with submission of all necessary drawings and documents for obtaining the building permit, exclusive of any civil/site permits. We anticipate one building package to include the permit documents for the building on the site. Release of additional packages will be considered an additional service and a fee will be negotiated prior to release of the package(s). We anticipate the CD phase to take approximately 5-weeks and the bidding/ permitting phase subject to normal county and town review time.

Construction Contract Administration

LS3P and our consultants will provide construction contract administration services throughout the construction of this project. LS3P will conduct site visits by a Construction Contract Administrator (CCA). The CCA will provide a field report of each visit. This will result in a maximum of 3 visits by over the anticipated construction schedule.

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

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

EXCLUSIONS

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

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

SCHEDULE

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

Programming and Conceptual Design

Feb. 22 – Mar. 8

Construction Documents

Mar 15 – Apr. 19

Bidding & Permitting

Apr. 19 – May 10

Construction

May 17 – June 28, 2021

COMPENSATION

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

BASIC SERVICES:

Programming & Conceptual Design	lump sum	\$10,000
Construction Documents & Pricing	lump sum	\$18,000
Bidding	lump sum	\$ 2,000
Construction Contract Administration	lump sum	\$10,000
SUB-TOTAL		\$40,000

Reimbursable expenses	estimated	\$ 1,500
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TOTAL FEE		\$41,500
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We will bill monthly to the percentage of the work completed in each phase. Please see the attached "Standard Agreement Provisions and Hourly Rates" for additional information regarding billing.

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

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

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

CONCLUSION

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

Sincerely,
LS3P

David C. Burt, AIA, LEED AP
Vice President | Principal



Tab | 11

TOWN COUNCIL

Agenda Item



REQUEST FOR TOWN COUNCIL ACTION

TO: Mayor and Members of Town Council

FROM: Stephanie Braswell, Communications Manager

SUBJECT: Request for conceptual approval of contracting with brand standards consultant in preparation for TOKI website redesign

DATE: March 2, 2021

BACKGROUND:

This year the Town will embark on a website redesign project to pursue an improved website for the community. The redesign intends to ensure that the end product reflects the Kiawah brand and the Town's identity within the community for our present and future needs.

One of the obstacles the Town encountered in the last redesign was the lack of established brand guidelines for the website firm to work from. To further complicate things, we technically have two logos (script logo, seal logo). We feature the seal in some places and the script in others.

ANALYSIS:

It is in the Town's best interest that we work with a consultant to advise and establish brand guidelines while the website RFP process is taking place for a website. Brand guidelines will establish a formal visual identity for the Town consisting of official color palettes, typography, rules for logo use, and messaging. These guidelines will help formulate the best version of the Town's visual identity moving forward and allow for a smoother transition to a new website.

Local branding firm [SDCO Partners](#) is the preferred firm. They are firmly established with the Kiawah brand and are the producers of [Legends magazine](#), [Kiawah River](#) branding, and are the firm the Community Association used for their recent rebranding.

ACTION REQUESTED:

Staff requests that Town Council approve the proposal for the brand standards consultant as listed with SDCO Partners.

BUDGET & FINANCIAL DATA:

\$13,625 - Funds for this expenditure will be taken from the approved website redesign budget.



Contact

121 Wentworth Street
Charleston, SC 29401
843.722.6296

Portfolio

sdcopartners.com
[@stitchdesignco](#)



“When we set out to build this brand, we wanted to find partners whose vision and previous work felt bigger than just the product itself. SDCO Partners truly embodies that spirit. ”

JESSICA MILLER
FOUNDER
COLONY COCKTAILS



About

SDCO Partners was founded in 2009 by designers and owners Amy Pastre and Courtney Rowson. Over the past decade, we’ve built a national and international presence, received accolades, reimagined brands and redefined industries through the power of collaboration, design, strategy, and story.

Most importantly, we’ve built meaningful, enduring relationships based on trust, communication, and the pursuit of excellence.



Values

We strive for excellence - collaborating both internally and externally - challenging each other to find new ways to improve the company and the work we produce.

We are committed to creating a positive, creatively driven environment that encourages and fosters growth for ourselves and our clients.

We define success through meaningful partnerships, with team members, clients and collaborators.



Strategic Approach

/

We are listeners and observers, constantly studying visual trends and great, enduring brands.

That means we ask a lot of questions and immerse ourselves in your brand, market, and industry to best understand the project goals, identify challenges and opportunities, hone your ideal audience, and differentiate you from the competition. Based on those insights, we explore the visual and written possibilities that lay the groundwork for the visual vocabulary and brand language — and set the foundation for brand development.

/

Creating a voice that reflects the brand is an essential part of crafting the identity.

We collaborate with clients to ensure the copy communicates the most important information, elicits emotion, inspires action, and feels like a natural extension of the brand itself.

/

We work collaboratively to develop an identity system that will serve as your library of branded assets.

The visual identity typically includes a main logo, secondary logo configurations, sub marks, graphic elements, a font family, and color palette. These elements are organized into a comprehensive document created at the end of the development process to assist you in understanding the identity system and as a guide for its application.

Our process is thoughtful, interactive, iterative, collaborative – and designed to produce smart solutions to real world challenges.

Key Steps in our Process

- no. 01

Discovery

Through research and inquiry, we reveal your brand’s purpose and goals and begin the exploration of the visual vocabulary and brand language.
- no. 02

Brand Development

With brand purpose, project goals, and visual and language direction confirmed, we craft a visual identity and messaging system that serve as your brand guide and library.
- no. 03

Implementation

From print materials and environmental design to websites, digital media, packaging, products, photography, and video direction, we craft, produce, and apply your brand to the mediums and platforms that create the greatest impact.



Scope of Services

Town of Kiawah
Brand Development, Messaging
and Guidelines



Discovery

VISUAL RESEARCH / DISCOVERY MOODBOARD

A design exercise in which we share relevant examples we’ve gathered from both inside and outside of your industry to help us understand your aesthetic preferences and needs.

Deliverable

A discovery document that lays the foundation for brand development and summarizes our research and findings.

Brand Identity and Messaging

MULTIPLE IDENTITY DIRECTIONS

- Main Logo Identity
- Secondary Logo Configurations
- Sub-marks and Graphic Elements
- Sizing and Lockup
- Font Family and Typography Use Guidelines
- Color Palette and Use Guidelines
- Conceptual Application Examples

POSITIONING

A concise description that summarizes what your brand does, who your brand targets, and why you’re different from your competitors

BRAND PURPOSE

The reason why your brand exists, other than making a profit, or the difference your brand wants to make in the lives of its customers

KEY ATTRIBUTES

The key personality traits, or characteristics of your brand

BRAND DESCRIPTORS

Short phrases that can quickly define your brand

Deliverable

A brand guide that outlines key components of your new visual identity and language.



Project Management

Our Project Coordinator and Producer are client advocates and liaisons, ensuring that every project is delivered on-time, on-budget, and with excellence. From creation of comprehensive project schedules to day-to-day communication, they oversee every milestone and detail.

Proposed Budget & Payment Terms

\$13,625.00

Total Project Value of \$13,625.00 to be paid over a 3 month billing cycle at a fee of \$4,541.67 per month.

This estimate is based on 69 hours. Should the hours spent reach within a 5% tolerance of this total, the client will be notified before SDCO proceeds with additional work. Should the work outlined above not be completed within the 3 month billing window, SDCO Partners retains the right to renegotiate the fee for the remaining work or begin billing hourly at \$200/hr. Should the project conclude sooner than 3 months, the remaining balance will be billed in full at the time of completion.If the client terminates the project or places it on hold for an indeterminate period, Stitch Design Co. retains the right to collect the remaining balance for the full agreement.

Disclaimer

PRINTING This pricing is for design only. Estimates for printed pieces will be provided once the final design has been determined. SDCO Partners marks up all print related expenses by 25% as our firm receives industry pricing not available to the general public.

FILES Logo files will be provided to Client upon final approval. Logo files will be provided in .ai, .eps, .pdf and .jpg formats. No other digital native files will be provided to Client. Names of fonts used in designs will be provided to Client so that Client may purchase.

REVISIONS This estimate is based on certain parameters given by the client. Revisions incurred beyond this estimate will be billed at an hourly rate of \$200/hour. Client will be notified if project exceeds parameters of this estimate.

EXPENSES The client shall reimburse Stitch for all expenses arising from this assignment, including travel and lodging, the payment of shipping fees and costs associated with proofs and samples needed for this assignment, also including web related expenses such as font and plug in licenses.

MODIFICATIONS Modifications of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

LIMITATION OF LIABILITY Client agrees that it shall not hold the Designer or its employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Designer or third party. Client assumes all responsibility for the copy writing and/or trademarking of all names and marks. Clients will not hold Designer responsible for omissions, typographical errors or other false information. Proofreading and correct information is a Client responsibility.

INTELLECTUAL PROPERTY Any and all intellectual property rights to any and all designs created by Stitch under the terms of this Agreement shall remain the property of Stitch until such time as the invoice has been paid in full. In addition, Stitch Design Co. retains the right to use designs created for the Client for purposes of self-promotion.

TIME OF PAYMENTS All invoices are payable within 30 days of receipt. A 2% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment.

DEFAULT IN PAYMENT The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

MISC Photography, Illustration and Copywriting will be billed separately, if needed.

BY SIGNING THIS ESTIMATE, CLIENT IS AWARE OF THE FOLLOWING This estimate does not include cost of printed materials. This estimate is based on certain parameters given by the client. If clients' parameters change, a new quote will need to be given. Client will be notified if actual costs are projected to exceed 5% before further work continues on project. Should client or designer stop the project at any time, client will be billed for work completed at the point of termination. Any delinquency in payment will result in a finance charge of 2%. This estimate is good for 30 days.

CLIENT SIGNATURE _____ DATE _____



Thank you for
this opportunity

Address

121 Wentworth Street
Charleston, SC 29401
843.722.6296

Email

meredith@sdcopartners.com



Tab | 12

TOWN COUNCIL

Agenda Item

Sea Island Golf Course Planned Development

Sea Island Golf, LLC request to rezone property from Single-Family Residential 4 (R-4) to PD-178, Sea Island Golf, to allow for outdoor recreation, a café, and an educational exhibit.

Johns Island Area Map



Sea Island Golf Course, Planned Development

- Property Owner: Sea Island Golf LLC
- Subject Property: 4455 Betsy Kerrison Parkway
 - 2.68 acres | Unincorporated Charleston County
 - Existing Zoning: R-4, Single Family Residential
- Proposed PD Uses:
 - Principal Uses
 - Recreation: Miniature Golf Course, Bocce Ball Court, Picnic Area, Equipment Storage
 - Café: Food Service, Sandwich, Coffee, Donut/Pastry, Ice Cream
 - Education: The Walnut Hill School Exhibit
 - Accessory Uses:
 - Permitted R-4 District uses
 - Sale of Alcoholic Beverages shall not be allowed

Sea Island Golf Course, Planned Development

- 36 Holes, 2 Bocce Ball Courts, Picnic Area, Check-In/Restrooms
- Setbacks & Buffers
 - Front (75'); Side (10'); Rear (15')
 - 75' [S5] Type Buffer Along Betsy Kerrison Pkwy
- 75 Onsite parking spaces in front of development
 - Includes 36" architectural wall in buffer
- Sidewalks are to be constructed within the project to provide access to the proposed development and for access to Betsy Kerrison Pkwy

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HUSSEY GAY BELL

Established 1958

SEA ISLAND GOLF COURSE
4495 BERRY KESWICK PARKWAY
MCKINNEY, TEXAS 75069

SITE PLAN RENDERING

1000

X-3



WALNUT HILL SCHOOL
HOUSE (FACING EAST)



WALNUT HILL SCHOOL
HOUSE (FACING SOUTHEAST)

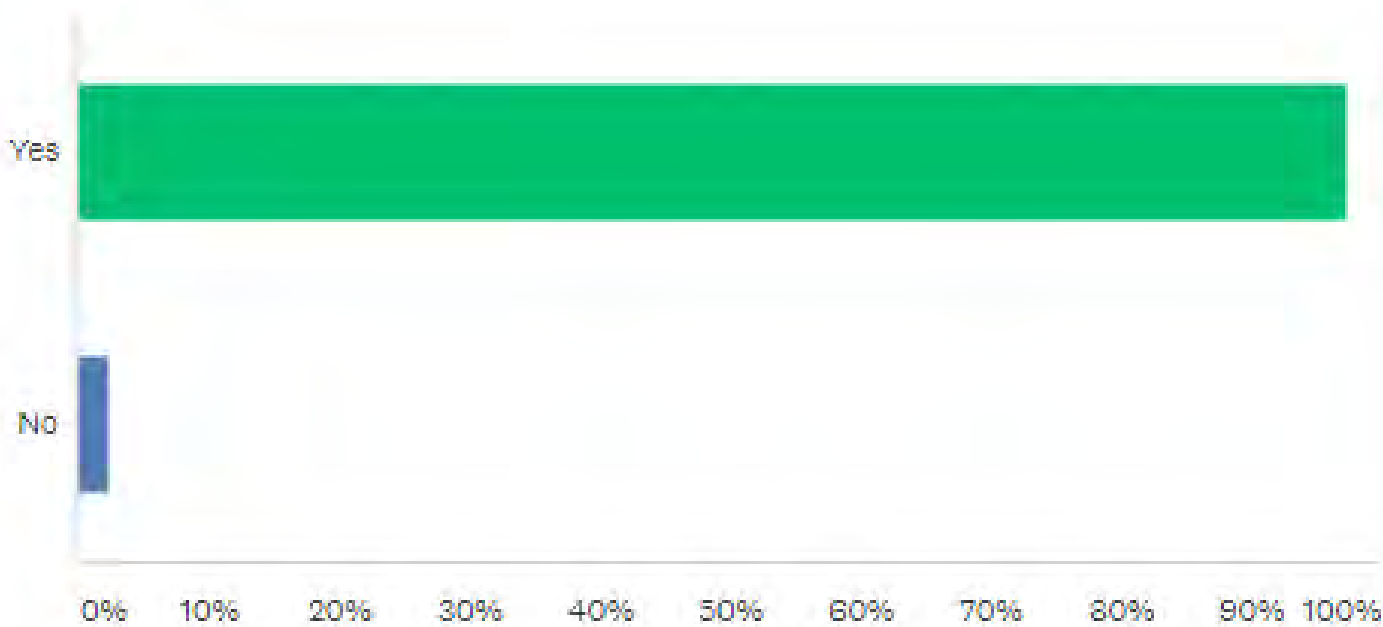
WALNUT HILL SCHOOL HOUSE TO BE RESTORED TO ORIGINAL DESIGN AND ELEVATIONS. RESTROOMS TO BE BUILT AT THE REAR OF THE BUILDING AND TO MATCH SIMILAR DESIGN AND ELEVATIONS TO THE EXISTING SCHOOL HOUSE.

Survey Results

- 896 Responses
- 97% familiar with the rezoning proposal
- Support or Oppose the proposed minigolf use
 - 90% Opposed the use as mini-golf (803)
 - 10% Supported the use as mini-golf (93)
 - Provided certain design standards imposed

Are you familiar with the rezoning proposal for the adjacent property?

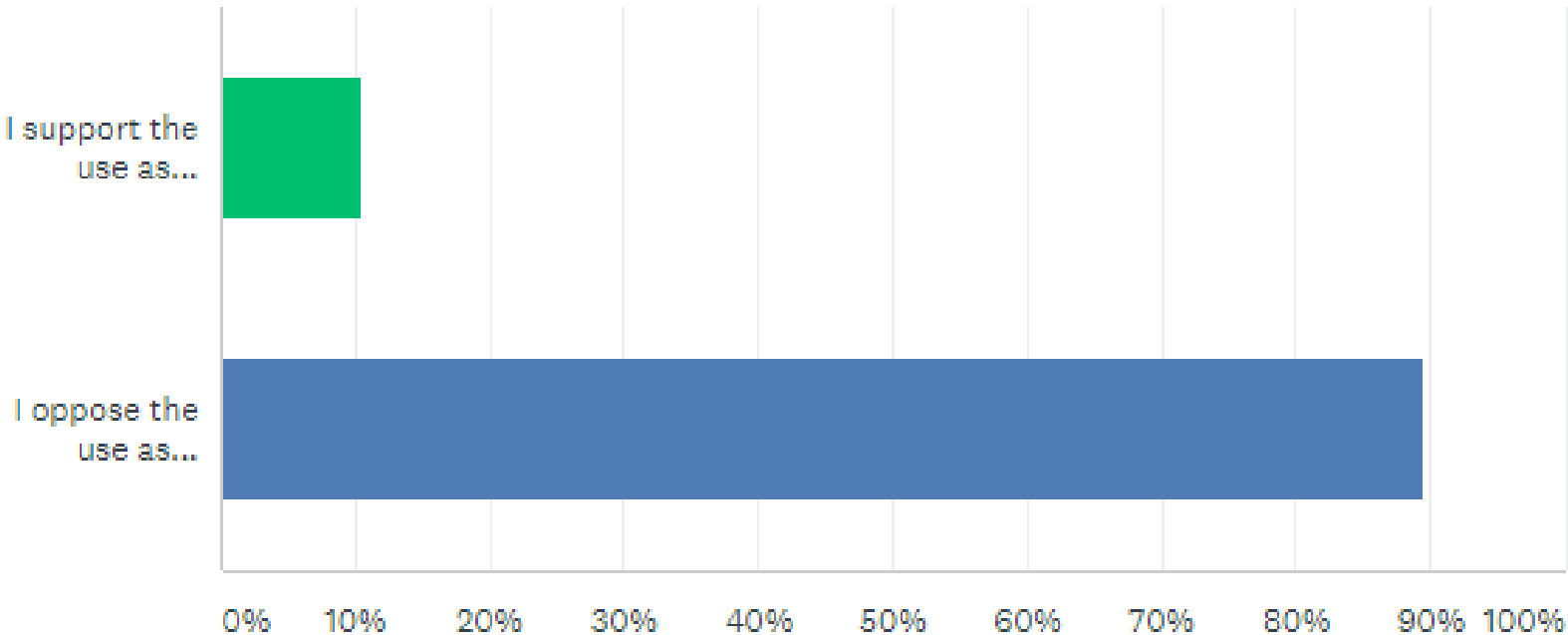
Answered: 896 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	97.43%	873
No	2.57%	23
TOTAL		896

Do you support or oppose the proposed mini-golf use?

Answered: 896 Skipped: 0



ANSWER CHOICES	RESPONSES	
I support the use as mini-golf.	10.38%	93
I oppose the use as mini-golf.	89.62%	803
TOTAL		896

As of 12PM 2/26/21

character of kiawah
natural environment
commercial development
light pollution
traffic issues
noise pollution
miniature golf
mini golf course
additional traffic
traffic circle
putt
beauty of kiawah
increased traffic
traffic congestion
traffic
betsy kerrison
kiawah
noise
congestion
putt putt golf
mini golf
kiawah island
traffic safety
area
golf course
natural beauty
quality of life
much traffic
island
hilton head
traffic pattern
property
end of john
putt putt
seabrook island
type of business
type of development
seabrook
property value
miniature golf facilities
john island
myrtle beach
miniature golf course
added traffic
amount of traffic
property owners
betsy kerrison parkway
john island community
traffic concerns

Survey Results

“What issues surrounding this development of the adjacent property most concern you?”

- Primary concerns of survey respondents:
 - Traffic and safety
 - Bike and Pedestrian Safety
 - Sited accidents along Betsy Kerrison
 - Speed of traffic and proximity to the round-about
 - Visibility of entrance to site
 - Incompatibility with the surrounding area
 - Increased commercial development along Betsy Kerrison
 - Change in character of the area
 - “Look and Feel” of the Kiawah Brand
 - Potential light / noise pollution

Charleston County Planning Commission Meeting

March 8, 2021 at 2:00 PM

*Council Chambers, 2nd Floor, Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive, North Charleston, SC 29405*

Members of the public may submit questions or written public comments regarding cases to be heard at Charleston County Planning Commission meetings via email CCPC@charlestoncounty.org

Planning Commission Meetings will be livestreamed (for viewing only) on the Charleston County Government website at: <https://www.charlestoncounty.org/departments/council/council/cctv.php>