



Mayor

John D. Labriola

Council Members

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

Town Administrator

Stephanie Monroe Tillerson

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

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Roll Call:
- IV. Approval of Minutes:
 - A. Minutes of the Town Council Meeting of August 3, 2021 [Tab 1]
 - B. Minutes of the Special Call Town Council meeting of August 25, 2021 [Tab 2]
- V. Mayor's Update:
- VI. Citizens' Comments (Agenda Items Only):
- VII. Old Business:

None
- VIII. Consent Agenda:
 - A. To Consider Approval of the Kiawah Island Intersection and Corridor Study Updated Agreement [Tab 3]
 - B. To Consider Approval of the Cost for Salary Adjustments for Town Personnel [Tab 4]
- IX. New Business:
 - A. To Consider Approval of **Ordinance 2021-14** – An Ordinance to Provide for the Annexation of Property Bearing the TMS 205-00-00-356 Contiguous to the Town of Kiawah Island, in Charleston County and Owned by Haulover Creek Development Company LLC, Into the Town of Kiawah Island – **First Reading** [Tab 5]
 - B. To Consider Approval of **Ordinance 2021-11** - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 1 - General, Division 2 - Construction Documents, Section 9-18. - Submittal Documents and Chapter 4 - Permits, License and Fees, Division 2 - Licenses, Section 9-201. - Licenses, And Section 9-202. – Definitions – **First Reading** [Tab 6]
 - C. To Consider Approval of **Ordinance 2021-12** - An Ordinance to Amend Article 15 – Burning of Combustible Materials, Chapter 1 – Offenses Against Property, Section 15-105. – Burning of Combustible Materials – **First Reading** [Tab 7]
 - D. To Consider Approval of **Resolution 2021-03** - A Resolution Designating an Authorized Representative and Contact Person for Purposes of the American Rescue Plan Act Of 2021 [Tab 8]
 - E. To Consider Approval of the Beachwalker Drive Improvements Design [Tab 9]
 - F. To Consider Approval of the Phillips and Jordan Contract Amendment [Tab 10]
 - G. To Consider Approval of the Two New Kiawah Island Signs on the Parkway [Tab 11]
 - H. **Executive Session** - To Obtain Legal Advice on The Procedure to Be Followed for the Suspension and Proposed Revocation of Business License Hearing and Any Other Related Legal Issues - **If Necessary**

- I. Hearing on the Suspension and Proposed Revocation of Business License Number SBL 21-000014 Held by Reliable Property Managers, LLC for Repeatedly Engaging in Unlawful Business Activities in the Town Without Proper Inspections and the Hiring of Sub-Contractor Labor.

X. Town Administrator's Report:

XI. Council Member:

- a. Committee Updates
- b. General Comments

XII. Citizens' Comments:

XIII. Adjournment:



Tab | **1**

TOWN COUNCIL

Agenda Item

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

August 3, 2021; 2:00 PM

AGENDA

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

II. **Pledge of Allegiance**

III. **Roll Call:**

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

Absent: Dr. Scott Parker, Councilmember
Joe Wilson, Town Attorney

Also Present: Stephanie Tillerson, Town Administrator
Petra Reynolds, Town Clerk
Stephanie Braswell, Communications Manager
Brian Gottshalk, Public Works Manager
Jim Jordan, Town Biologist
Daniel Brock, CARTA Regional Strategist
Lee Bundrick, Kiawah Island Conservancy

Clemson University:

Greg Yarrow, Professor of Wildlife Ecology, Certified Wildlife Biologist ® TWS
Department of Forestry and Environmental Conservation (FEC)
David S. Jachowski, Associate Professor of Wildlife Ecology
Department of Forestry and Environmental Conservation
Thomas R. Rainwater, Research Scientist
Forestry and Conservation Department
Baruch Institute of Coastal Ecology and Forest Science
Meghan Keating, Ph.D. Student

IV. **Approval of Minutes:**

A. Minutes of the Town Council Meeting of July 6, 2021

Mayor Pro Tem Prickett made a motion to approve the minutes of the July 6, 2021 Town Council Meeting. Councilmember Moffitt seconded the motion, and it was unanimously approved.

V. **Mayor's Update:**

Mayor Labriola explained the American Rescue Plan Act (ARPA) is a large sum of money from the federal government that the states will redistribute to their local communities. While the program is underway, the State of South Carolina has not submitted the application to receive the funds but has published information on funding distribution and calculation. Once the process is sorted out, the Town expects to receive in the range of \$880,000.00. The funds, primarily based on population, must be allocated to a specific use within the criteria by 2024 and spent by 2026.

VI. Citizens' Comments (Agenda Items Only):

None

VII. Presentation:

A. Clemson Bobcat Research Study

Mr. Jordan acknowledged the research team from Clemson University who will be involved in the Bobcat project, noting that it was their first visit to the island. Each member of the group introduced themselves, providing background

Mr. Rainwater gave an overview of the Bobcat Study, indicating that Kiawah has a special relationship with its bobcats and that the decline of the bobcat population was a definite cause for concern. In the past year, at least seven bobcat deaths have been attributed to second-generation anticoagulant rodenticide (SGA) poisoning.

Mr. Jachowski reviewed the objective of the study:

1. *Monitor SGA concentrations in bobcats and assess patterns in bobcat behavior and survival over the next three years.*
2. *Assess historical patterns in bobcat behavior and demography on the island over time using historical datasets.*
3. *Assess patterns in bobcat diet to determine which prey species are most likely to contribute to SGA poisoning*
4. *Continue monitoring of SGA concentrations in small carnivores other than bobcats over the next three years.*
5. *Assess rodent species abundance, distribution, and SGA concentrations across the island.*

Mr. Jachowski also reviewed the expected outcome and benefits of the study, along with the \$960,000.00 cost of the four-year project. He also reviewed the key organizations that have partnered in dedicating funding to begin the project. He indicated the project began with the hiring of the Ph.D. Student, Ms. Keating.

Mr. Yarrow reviewed some of the next steps, including securing the additional funding and community project updates through the website.

Mayor Labriola stated the environment is of extreme importance to the island and an appropriate time to be doing this study in conjunction with the concerns with (SGA) poisoning.

VIII. Old Business:

A. To Consider Approval of **Ordinance 2021-09 - An Ordinance to Rescind the Previous Ordinance 2020-13 Setting Salaries for the Mayor And Council Members of the Town of Kiawah Island – **Second and Final Reading****

Councilmember Connelly made a motion to approve the second and final reading of Ordinance 2021-09 to rescind the previous Ordinance 2020-13, setting salaries for the Mayor and Council Members of the Town of Kiawah Island. Councilmember Moffitt seconded the motion, and it was unanimously passed.

IX. New Business:

A. To Consider Approval of the CARTA (Charleston Area Regional Transportation Authority) Proposed 2022 Fiscal Year Budget

Mr. Brock stated that CARTA is required to present the proposed budget to all the municipalities represented on the CARTA Board. He indicated the greatest change in the proposed FY 2022 budget included a new funding source from Charleston County from previously allocated sales tax funding.

The early release of the funding and matching federal funds allowed the purchase of twenty-four electric busses to complete a total replacement of the fleet.

Councilmember Connelly made a motion to approve the Charleston Area Regional Transportation Authority proposed 2022 Fiscal Year Budget. Mayor Pro Tem Prickett seconded the motion, and it was unanimously passed.

B. To Consider Approval of the Board of Arts and Cultural Events Council Appointment

Councilmember Connelly made a motion to approve the appointment of Kristin Thompson to the Arts and Cultural Events Council. Mayor Pro Tem Prickett seconded the motion.

Councilmember Connelly stated that with Ms. Thompson's extensive background in fundraising, work with large organizations, and being a director of communications, she would be an asset to the Arts and Cultural Events Council.

Following the discussion, the motion was unanimously passed.

C. To Consider Approval of the Kiawah Conservancy Integrated Watershed Study Funding

Mr. Bundrick provided an overview of the Conservancy's Integrated Watershed Study project:

Integrated Watershed Study – There have been previous efforts within the community to investigate the resilience of Kiawah Island and understand its water resources. This began with the Sea Level Rise and Flood Mitigation report produced by a subcommittee of the Town's Environmental Committee, the watershed mapping by Lucas Hernandez, the establishment of a tide station on the Kiawah River Bridge, and the establishment of a long-term groundwater monitoring effort by the Conservancy. Integrating the data from these efforts and pursuing additional monitoring efforts will provide the means necessary to comprehensively understand the net flow of water resources on Kiawah Island. Marshes were mentioned as an important aspect of this project. They are an important asset to the resilience of the human and wildlife communities on Kiawah Island and are located at the terminus of each watershed. Much of the recommendations for pursuing the proposed project come from conversations with the Town's Environmental Committee members.

The Conservancy is proposing an integrated watershed study to obtain equipment and monitoring efforts necessary to develop water budgets for Kiawah Island. In addition, it would also focus on understanding water quality within the estuarine tidal creeks surrounding Kiawah Island near major outfalls. Funding would be used to obtain two YSI EXO sondes to monitor water quality in estuarine tidal creeks, two weather stations to gather data on weather and climate on Kiawah Island, and additional funding for supporting an intern or contracting water quality testing. Similar equipment is being used by the Town of Kiawah Island, Kiawah Island Community Association, and the ACE Basin NERRS to monitor weather conditions and water quality. The resulting water budgets from the project will be created using methods deployed by SCDNR in the ACE Basin, developed by Kassabian, Callahan, and Upchurch in 2016. The project will involve collaboration with the Town and KICA to obtain, monitor, and analyze data in accordance with project objectives.

Councilmember Connelly made a motion to approve the funding of the Kiawah Conservancy Integrated Watershed Study. Councilmember Moffitt seconded the motion, and it was unanimously passed.

D. To Consider Approval of the Dolphin Stewardship Program Funding

Mr. Jordan stated the Town had supported funding the Dolphin Stewardship Program for four years. The program provides trained educators at Captain Sam's Spit to educate visitors and

beachgoers on dolphin behavior. It ensures that they abide by federal guidelines, including not getting too close and interrupting strand feeding. The program also provides professional observation to document the individual strandfeeding dolphins and record the information into a database.

Mr. Jordan stated the request for approximately \$9000.00 would provide funding for the program for this fiscal year.

Councilmember Connelly made a motion to approve the funding of the Dolphin Stewardship Program. Councilmember Moffitt seconded the motion.

Following further discussion, the motion was unanimously passed.

E. Update on New Communication Asset

Ms. Braswell reported that the new Kaiwah IOS app presented at the June Town Council meeting would go live the next day. She presented a demo of the app.

Ms. Braswell noted that the app is currently only available in the IOS format. The android format will require additional work and funding. Discussion included Councilmember suggestions, the app's communication to the community and public, and the inclusion of direct contact to Ms. Braswell for the user to provide feedback on the app.

X. Town Administrator's Report:

Mr. Gottshalk provided an update on the current Public Works projects:

Beachwalker Drive – a compromise in the integrity of the roadway has been noted. A leak in a pipe led to sinkholes. The repair has been expedited and included resleeving of the damaged pipe and backfilling and patching the sinkholes. The repairs are scheduled to be completed by Thursday.

The lighting of Signs - with little progress being made, a new electrical contractor has been engaged to make the necessary repairs. The contractor, familiar with the areas, is scheduled to look at the areas and is confident he can make the repairs by the end of the week.

New Signs – specifications for the new signs will be sent out to the former bidders and additional local vendors. Bids are expected to be ready for presentation at this month's Ways and Means Committee meeting.

Recycle Center at Kestral Court – the architect has provided a couple of different design layouts, which have been forwarded to Carolina Waste for operational review. He noted that he preferred one design that would have minimal impact on vegetation, increase capacity, and be more ergonomic for movement in and out of the facility. The review from Carolina Waste is expected back this week to move forward with design and presentation to Council.

Mayor Labriola stressed the importance of providing status reports to the community.

XI. Council Member:

- a. Committee Updates
- b. General Comments

Mayor Pro Tem Prickett stated that Mr. Taylor and a variety of others, including former Mayor, Mr. Lipuma are all active in the roads issue and trying to make progress in concert with the neighbors on Seabrook and John's Island. He commended them on their ongoing efforts.

Councilmember Connelly reported for :

- Public Safety Committee - the Fire Station on Kiawah Island Parkway is nearly completed, with an open house expected to be scheduled in the upcoming months.
- Audit Committee – met last month and are preparing for the next meeting on October 7th, at which time the auditors will be presenting the audited financials. Discussion included the unwritten policy for municipalities to send out RFP for audit services every three to five years.
- Dog Leash Ordinance – a workgroup met to reviewed leashed dogs vs. unleashed dogs. The workgroup's recommended additions were presented to the Public Safety Committee and not well received. Since all the Committee Members were not present, she would present the recommendations at the next meeting. The recommendations and a request for more strict enforcement of the current ordinance are an effort to mitigate complaints of a dog jumping on beachgoers and fighting dogs.

Councilmember Moffitt reported that the Public Works Committee would be meeting on Monday with members of Berkeley Electric Cooperative in attendance to give an update and address resident concerns on recent power outages. Also discussed will be how residents and visitors report outages.

Ms. Braswell read Councilmember Parker's report:

The Kiawah Goes Greener ad hoc working group comprised of the major institutional entities on the island met for their second meeting on Wednesday, July 20. Representatives from the Town, Community Association, Resort, Club, and Conservancy were there. Each shared their current status regarding eco-friendly activities and first steps and ideas that each organization believes it can achieve over time.

The underlying philosophy is to have a multi-year, reasonable, achievable plan to reduce the island's carbon footprint as a whole and adopt other eco-friendly initiatives to their daily operations.

As each organization reported on current practices and future areas they are willing to explore, it was clear that many practices already in place were unknown to others.

There was a discussion as the workgroup explored new ideas. The topics discussed were:

- *transitioning utility vehicles to electric from gas,*
- *the use of electric motors on green mowers to raise and lower equipment rather than hydrologic means,*
- *installing water stations on some golf courses and eliminating water bottles to the extent possible,*
- *transitioning lightbulbs to LED,*
- *exploring the use of solar panels (where allowed by the ARB) to power up the increased electric usage,*
- *looking to put more EV charging stations around the island for our guests to use.*

Lucas Hernandez with KICA is working on baseline carbon footprint using an EPA calculator. In addition, we will develop proxy measures of our success such as % reduction in fossil fuel use from baseline years, etc.

KICA will beta test out battery-powered commercial landscaping equipment for a period of time to see if the current market is durable enough and has sufficient battery life to make it a viable alternative to 2 cycle gas powers blowers, edgers, etc.

In September, we are meeting to begin to craft an aspirational “scope of practice” document with more detailed commitments and timelines. After that, we will put together a more comprehensive communication and send it to residents.

XII. Citizens’ Comments:

Alex Fernandez – 4976 Green Dolphin Way

Mr. Fernandez applauded the Bobcat Study initiative but noted the absence of the Kiawah Island Community Association (KICA) as one of the partners. He felt that KICA could play a role in being a partner in the study and that residents are a critical piece of the cause of the issue. Ms. Tillerson stated that it was her understanding that the discussion would be presented to the KICA Board.

XIII. Adjournment:

Mayor Pro Tem Prickett made a motion to adjourn the meeting at 3:15 pm. The motion was seconded by Councilmember Connelly and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date



Tab | 2

TOWN COUNCIL

Agenda Item

**TOWN COUNCIL
SPECIAL CALL MEETING
Municipal Center Council Chambers
August 25, 2021; 2:00 pm**

AGENDA

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
Dr. Scott Parker, Councilmember
John Moffitt, Councilmember

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

Councilmember Parker made a motion to move into Executive Session to receive legal advice pertaining to a possible future development within the Town of Kiawah Island. The motion was seconded by Councilmember Moffitt and was unanimously approved.

II. Executive Session:

A. Executive Session Pursuant to Section 30-4-70(a)(2), Receipt of Legal Advice Pertaining to a Possible Future Development within the Town of Kiawah Island

Councilmember Parker made a motion to move out of the Executive Session. The motion was seconded by Councilmember Moffitt and was unanimously approved.

Mayor Labriola stated that no decisions were made and no actions taken during the Executive Session.

III. Adjournment:

Councilmember Parker made a motion to adjourn the meeting at 2:44 pm. Mayor Pro Tem Prickett seconded the motion and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

F. Daniel Prickett, Chairman

Date



Tab | 3

TOWN COUNCIL

Agenda Item



Request for Town Council Approval

TO: Mayor and Members of Town Council

FROM: John Taylor, Jr., Planning Manager

SUBJECT: Kiawah Island Parkway Intersection and Corridor Study

DATE: September 7, 2021

BACKGROUND:

The Kiawah Island Parkway serves as the gateway to the island. It is the Town's responsibility to maintain not only the beauty of the Kiawah Island Parkway as the gateway but also ensure the safe and efficient mobility of residents, businesses, and visitors. Several development projects both within and beyond the Town's municipal boundaries have been permitted or anticipated in the future. These developments collectively may impact the traffic pattern in the area, particularly along the Kiawah Island Parkway. In addition to the known development projects, large tracts of undeveloped lands with development entitlements have access to the Kiawah Island Parkway. While the Kiawah and surrounding community continue to experience development, it is important for the Town to have clarity on how collectively both planned and unplanned potential developments could impact the Town's primary road asset. The Town should position itself to better understand traffic volumes along the Parkway and capture a long-term picture of recommended and or necessary transportation improvements to the Parkway or other area improvements to better deliver safe and efficient mobility of residents, businesses, and visitors.

ANALYSIS:

The Town has previously contracted with Kimley-Horn to provide transportation improvement recommendations for improved compatibility among roadways and land use patterns. These previous studies include Duneside Road and Parcel 13 as well as Beachwalker Drive Bicycle and Pedestrian improvements. The proposed study of the Kiawah Island Parkway would analyze the intersection and future roadway operations of the Kiawah Island Parkway, including segments of Seabrook Island Road and Betsy Kerrison Parkway. The proposed study will utilize traffic data, site plans, future development plans, and future land use plans to determine the operations at study area intersections and the future roadway volumes along Kiawah Island Parkway.

ACTION REQUESTED:

Town Staff requests that Town Council approve the recommendation to Contract with Kimley Horn to conduct the study of the Kiawah Island Parkway and Corridor.

BUDGET & FINANCIAL DATA:

The cost for this proposal is \$55,650. A portion of the cost will come from restricted funds.



Betsy Kerrison Pkwy

Kiawah Island
Municipal Center

Bohicket Marina

Seabrook Island Road

MUSC Health

Kiawah
Senior Living

Freshfields
Village

Kiawah Island Parkway

Cassique



August 11, 2021

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

Re: ***Kiawah Island Parkway Intersection and Corridor Study***

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 Kiawah Island Intersection and Corridor Study located in Kiawah Island, South Carolina.

Project Understanding

It is our understanding that the Town of Kiawah Island desires to study the intersection and future roadway operations along Kiawah Island Parkway. This study will utilize site plans, future development plans, and future land use plans to determine the operations at study area intersections and the future roadway volumes along Kiawah Island Parkway.

SCOPE OF SERVICES

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

Task 1 – Background Data Collection

One site visit to observe traffic operations and collect background information will be performed, consisting of photographs, intersection laneage, posted speed limits, and traffic control operations. Available average daily traffic (ADT) data will be obtained from SCDOT and the Town of Kiawah Island Parkway.

We will obtain publicly available planning studies and information related to published TIP projects on the adjacent roadway network.

Peak hour turning movement counts will be performed during the AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak hours at the intersections of:

- Kiawah Island Parkway at Betsy Kerrison Parkway
- Betsy Kerrison Parkway at the Town of Kiawah Island Town Hall
- Betsy Kerrison Parkway at Andell's Bluff

- Betsy Kerrison Parkway at Resurrection Road
- Betsy Kerrison Parkway at Camp Care Road
- Kiawah Island Parkway at Freshfields Drive
- Kiawah Island Parkway at Old Cedar Lane
- Kiawah Island Parkway at Mingo Point
- Kiawah Island Parkway at Little Rabbit Lane
- Kiawah Island Parkway at Kiawah Island Club and Real Estate Office
- Kiawah Island Parkway at Beachwalker Drive
- Seabrook Island Road at Andell Bluff Boulevard

Pneumatic tube counts will be placed at up to four locations to collect daily (24-hour) traffic volumes along Betsy Kerrison Parkway and Kiawah Island Parkway.

Task 2- Traffic Volume Development

Trip generation analysis will be performed based on conceptual site plans, future development plans, and future land use plans provided by the Client. Traffic generation rates will be based on data provided by the Institute of Transportation Engineers' (ITE) Trip Generation, 10th Edition. Modifications made to the conceptual site plans, future development plans, and future land use plans after the trip generation analysis has been performed will result in additional services.

One final overall/external trip distribution and assignment will be determined based on coordination with the Client.

The study area will include the following intersections:

- Kiawah Island Parkway at Betsy Kerrison Parkway
- Betsy Kerrison Parkway at the Town of Kiawah Island Town Hall
- Betsy Kerrison Parkway at Andell's Bluff
- Betsy Kerrison Parkway at Resurrection Road
- Betsy Kerrison Parkway at Camp Care Road
- Kiawah Island Parkway at Freshfields Drive
- Kiawah Island Parkway at Old Cedar Lane
- Kiawah Island Parkway at Mingo Point
- Kiawah Island Parkway at Little Rabbit Lane
- Kiawah Island Parkway at Kiawah Island Club and Real Estate Office
- Kiawah Island Parkway at Beachwalker Drive
- Seabrook Island Road at Andell Bluff Boulevard
- Up to seven (7) future access points for development

Traffic volume projections will be developed at the study intersections for the following scenarios:

- 2021 Existing Conditions
- Short-Term Horizon Year Background Conditions
- Short-Term Horizon Year Build-Out Conditions
- Long-Term Horizon Year Background Conditions
- Long-Term Horizon Year Build-Out Conditions

Total peak-hour traffic volume projections will be developed for future background (without proposed development) and build-out (with proposed development) conditions by adding the proposed development traffic, approved development traffic, and historical traffic based on the traffic counts.

Task 3 – Capacity Analysis

Utilizing the collected volumes, approved development traffic and the proposed site traffic, a detailed traffic engineering capacity analysis will be prepared for the following weekday AM peak-hour and weekday PM peak-hour scenarios:

- 2021 Existing Conditions
- Short-Term Horizon Year Background Conditions
- Short-Term Horizon Year Build-Out Conditions
- Long-Term Horizon Year Background Conditions
- Long-Term Horizon Year Build-Out Conditions

Analysis will be performed for the following intersections:

- Kiawah Island Parkway at Betsy Kerrison Parkway
- Betsy Kerrison Parkway at the Town of Kiawah Island Town Hall
- Betsy Kerrison Parkway at Andell's Bluff
- Betsy Kerrison Parkway at Resurrection Road
- Betsy Kerrison Parkway at Camp Care Road
- Kiawah Island Parkway at Freshfields Drive
- Kiawah Island Parkway at Old Cedar Lane
- Kiawah Island Parkway at Mingo Point
- Kiawah Island Parkway at Little Rabbit Lane
- Kiawah Island Parkway at Kiawah Island Club and Real Estate Office
- Kiawah Island Parkway at Beachwalker Drive
- Seabrook Island Road at Andell Bluff Boulevard

- Up to seven (7) future access points for development

Based on the results of the detailed capacity analyses and review of SCDOT turn lane warrants (at unsignalized intersections), general recommendations for needed roadway and operational improvements will be developed for the study area identified above. These recommendations will be coordinated with the Client prior to finalization. Figures will be developed to help convey the results of the analysis.

Kimley-Horn will review the future anticipated average annual daily traffic volumes (AADT) with and without the proposed developments within the study area. Kimley-Horn will utilize traffic engineering datasets to determine the level-of-service for Kiawah Island Parkway under existing and future conditions. Recommendations to the Kiawah Island Parkway cross-section will be made

Task 4 – Traffic Impact Memorandum

Kimley-Horn will prepare a draft Traffic Impact Memorandum report summarizing the findings in Tasks 3 as well as the study approach and methodology in Tasks 1-2 for submittal to the Client. Kimley-Horn will address up to one round comments from the Client. The report will be distributed electronically.

Task 5 – Concept Designs

To supplement the capacity analysis and recommendations in Task 3, Kimley-Horn will analyze the potential geometric improvements to the study area. Kimley-Horn will develop up to 10 (ten) conceptual horizontal concepts for improvements based on current available GIS data and/or survey at the intersection provided by the Town of Kiawah Island. These concepts will include considerations to sight distance, pedestrian and bicycle access, pedestrian and bicycle safety, and necessary geometric modifications along the study area. The concept exhibits will include:

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

Task 6 – Project Meetings & Coordination

Kimley- Horn will attend up to four (4) meetings with the Client. The meetings with the Client could be for council, planning commission, and/or public meetings. Any meeting(s) above the four (4) scoped in this task, will be billed on an hourly basis according to the attached rate schedule.

ADDITIONAL SERVICES

Any services not specifically provided for in Tasks 1-5, as directed by the Client, will be performed on an hourly basis according to the attached rate schedule. Additional services may include services such as:

- Additional intersections required to be studied by agencies
- Additional analysis
- Additional meetings and coordination
- Driveway permits/right-of-way encroachment
- Sight distance studies
- Signal warrant analysis
- Design Services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

- Existing development plans, future development plans, and land use plans

Fee and Billing

Kimley-Horn will perform the Scope of Services described above on lump sum as follows:

Task	Fee Type	Fee
Task 1- Background Data Collection	Lump Sum	\$6,650
Task 2 – Traffic Volume Development	Lump Sum	\$9,600
Task 3 – Capacity Analysis	Lump Sum	\$13,850
Task 4 – Traffic Impact Memorandum	Lump Sum	\$7,550
Task 5 – Concept Designs	Lump Sum	\$14,600
Task 6 –Project Meetings and Coordination*	Hourly	\$3,400

*Task 6 includes four meetings, any meeting above the four meetings will result in additional services

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Any meeting or meeting time outside of the four meetings scoped in Task 6 will be billed on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Closure

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

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

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 Kimley-Horn. Kimley-Horn will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jonathan Guy, PE, PTOE, AICP
Vice President



Dillon Turner, PE, PTOE
Project Manager

Attachments – Standard Provisions/ Rate Schedule

Agreed to this day of , _____.

The Town of Kiawah Island

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

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.
- (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.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, 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.



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$130 - \$180
Professional	\$175 - \$225
Senior Professional I	\$220 - \$300
Senior Professional II	\$290 - \$320
Senior Technical Support	\$135 - \$205
Support Staff	\$100 - \$120
Technical Support	\$105 - \$145

Effective through December 31, 2021

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



Tab | 4

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Compensation Study

DATE: September 7, 2021

BACKGROUND:

As a general rule, employers should examine the overall salary structure at least every three to five years. The review should determine whether the structure is still aligned with the organization's needs and the labor market.

Some Human Resource executives favor conducting an analysis every 18 to 24 months. The rationale is to catch issues before they become large enough to affect employee engagement and the organization's ability to attract and retain talent. Moreover, salary-structure issues are less expensive to address early on. However, once things have gotten to the point where the organization must make significant upward adjustments, the cost of doing so can be considerable.

The Town contracted with the Mercer Group in 2017 to complete a Compensation Study. The study was completed in April of 2018. Again, it was determined that professional assistance is needed to determine industry standards for compensation. Therefore, the Town followed its procurement policy and selected Evergreen Solutions, LLC to complete the 2021 Compensation study.

ANALYSIS:

Implementation & Market Driven Compensation Plan, Eight (8) Percent Minimum Adjustments, and Contractual Adjustment

Number of Employees Impacted – 16

Total Implementation Cost - \$90,814

*FY21 & FY22, budgeted 5 percent (\$60K FY21) & (\$65K FY22) for salary adjustments. Due to COVID, no employee received a salary adjustment in FY21. The Total Implementation Cost is Net of the \$65000 Budget.

Employee Promotions

Number of Employees Impacted – 2

Total Implementation Cost - \$40,123

New Positions

Number of New Employees Impacted – 3

Total Implementation Cost - \$140,000

The Total Implementation Cost reflects the proposed new additions of staff Net of the amount for the Public Works Assistant which was Budgeted.

The Net impact to the 2021 – 2022 Budget is \$270,937 recommended to the Town Council for Approval.

ACTION REQUESTED: Town Staff requests that Town Council approve the Ways and Means recommendation of \$270,937 for Salary adjustments.

BUDGET & FINANCIAL DATA: General Fund



Tab | 5

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2021-14

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY BEARING THE TMS 205-00-00-356 CONTIGUOUS TO THE TOWN OF KIAWAH ISLAND, IN CHARLESTON COUNTY AND OWNED BY HAULOVER CREEK DEVELOPMENT COMPANY LLC, INTO THE TOWN OF KIAWAH ISLAND

WHEREAS, Sections 5-3-10. *et seq.* of the Code of Laws of the State of South Carolina, allows for several methods by which a municipality may change its corporate limits by means of annexation; and

WHEREAS, Section 5-3-150(3) of the South Carolina Code of Laws provides an alternate method of annexation when an entire area proposed to be annexed is owned by a corporation(s); and

WHEREAS, on the 2nd day of September the Town of Kiawah Island received a petition executed by the property owner, Haulover Creek Development Company, LLC, requesting that the property recorded in the Office of the Register of Deeds for Charleston County at Book L21, Page 0333 and described herein in detail in Exhibit “A” be annexed into the Town of Kiawah Island, South Carolina under the provisions of Section 5-3-150(3) of the South Carolina Code of Laws contingent upon zoning of the property as a planned development district; and

WHEREAS, the property described herein in Exhibit “A” is contiguous to the Town of Kiawah Island; and

WHEREAS, it appears to Council that annexation would be in the best interest of the property owners and the Town of Kiawah Island;

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 annex property described herein in Exhibit “A” and made a part hereof as if set forth fully herein.

Section 2. Ordinance

The property set forth fully herein in Exhibit “A” is hereby annexed into the Town of Kiawah Island and the corporate limits of the Town of Kiawah Island, South Carolina shall be adjusted accordingly. The property shall be zoned Planned Development pending confirmation or rezoning pursuant to the Zoning Ordinance.

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 of property, 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 COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 19th DAY OF OCTOBER 2021.

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk

First Reading Approval: September 7, 2021

Second Reading Approval: October 19, 2021

**TOWN OF KIAWAH ISLAND
PETITION FOR ANNEXATION
HAULOVER CREEK DEVELOPMENT COMPANY, LLC**

RECITALS

S.C. Code Section 5-3-150(3) provides for annexing real property into a municipality upon petition of all owners of the real property in the area sought to be annexed and approval of the petition by the municipality.

The undersigned is the owner of certain real property identified by the parcel description and TMS parcel number set forth on Exhibit A (hereinafter the "Property") that is contiguous to the boundaries of the Town of Kiawah Island, South Carolina.

The undersigned seeks to have the Property annexed into the Town of Kiawah Island, South Carolina, contingent upon zoning of the Property as a planned development district by the Town Council of Kiawah Island to allow development of the Property consistent with the PD Plan for the Property.

NOW THEREFORE, incorporating the foregoing RECITALS, the undersigned, as owner of the following described Property, subject to condition stated herein, requests that the Town of Kiawah Island, South Carolina, extend its boundaries and annex the Property described on Exhibit A hereto.

PETITION FOR ANNEXATION
HAULOVER CREEK DEVELOPMENT COMPANY, LLC
Pg. 2

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Rachel Bondurant

HAULOVER CREEK DEVELOPMENT
COMPANY, LLC

By: *[Signature]*

Its: Manager

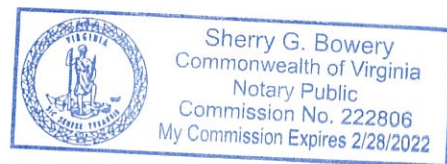
STATE OF Virginia)
COUNTY OF Richmond)

THE FOREGOING INSTRUMENT was acknowledged before me by Haulover
Creek Development Company, LLC, by James A. Jones, its Manager, this 1st day
of September, 2021.

[Signature] (SEAL)

Notary Public for Virginia

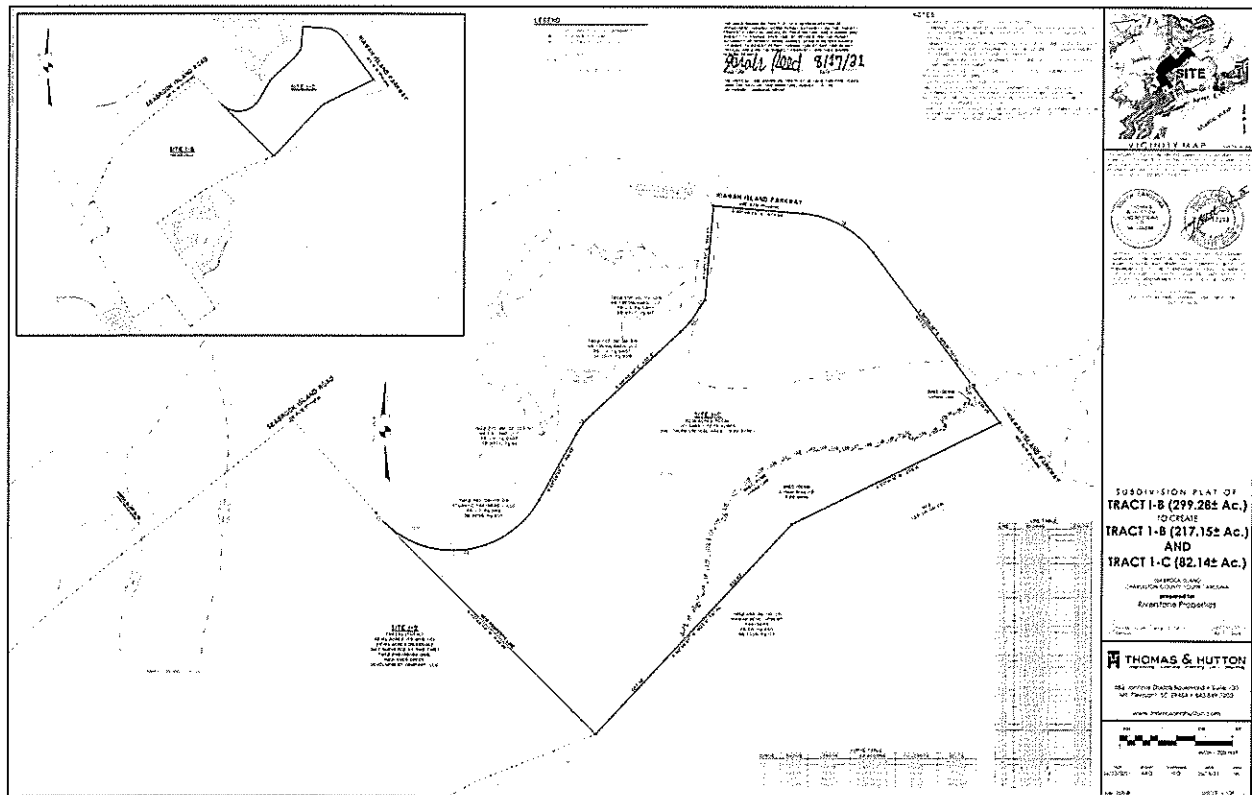
My commission expires: 2/28/2022



PETITION FOR ANNEXATION
HAULOVER CREEK DEVELOPMENT COMPANY, LLC
Pg. 3

EXHIBIT A
REAL PROPERTY DESCRIPTION

All that real property and parcel of land described in the plat dated 06/23/2021, titled Subdivision Plat of Tract 1-B (299.28+/- Ac.) to Create Tract 1-B (217.15+/- Ac.) AND Tract 1-C (82.14+/- Ac.), identified as Charleston County TMS Parcel No. **205-00-00-356** , recorded in the Office of the Register of Deeds for Charleston County at Book **L21**, Page **0333**. The specific Real Property sought to be annexed is Tract 1-C as described in the subdivision plat below



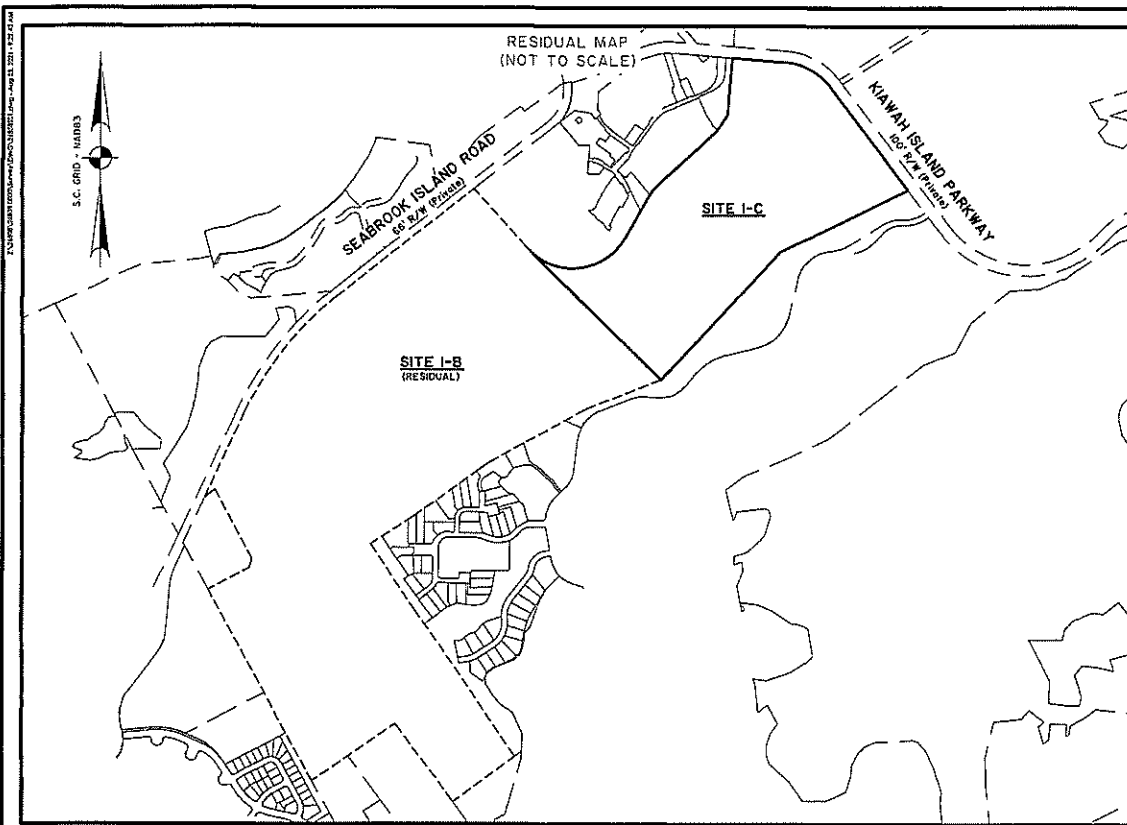
PETITION FOR ANNEXATION
HAULOVER CREEK DEVELOPMENT COMPANY, LLC
Pg. 4

LEGAL DESCRIPTION

ALL that piece parcel or tract of land, situate in Charleston County, South Carolina and being shown as SITE 1-C on a plat by Thomas & Hutton, dated June 23, 2021 and last revised July 7, 2021 and entitled "SUBDIVISION PLAT OF TRACT 1-B (299.28+/- Ac.) TO CREATE TRACT 1-B (217.15+/- Ac.) AND TRACT I-C (82.14+/- Ac.) recorded in Plat Book L21 at Page 0333 in the Register of Deeds Office for Charleston County, SC. Said parcel being more fully described as follows:

Commencing at the intersection of the southern margin of the right of way of Kiawah Island Parkway and eastern margin of the right of way of Betsy Kerrison Parkway, thence along the right of way of Kiawah Island Parkway a distance of 1265 feet to an iron rod found being the true Point Of Beginning;

Thence continuing with the right of way of Kiawah Island Parkway, S 85°06'26" E a distance of 475.02 feet to an iron rod found; thence 440.57 feet along the arc of a curve turning to the right having a radius of 522.99 feet, a chord bearing of S 60°58'26" E and a chord length of 427.66 feet to an iron rod found; thence S 36°50'26" E a distance of 1129.81 feet to an iron rod found, being the common corner with Kiawah Island Parkway and Kiawah Development Partners; thence along the common line with Kiawah Development Partners, S 63°51'31" W a distance of 1230.16 feet to an iron rod found; thence S 42°58'07" W a distance of 1520.21 feet to an iron rod found, being the common corner with Kiawah Development Partners and Site 1-B owned by Haulover Creek Development Company, LLC; thence along the common line with N 45°08'49" W a distance of 1592.80 feet to point, being the common corner with Site 1-B and Freshfields Village; thence along the common line with Freshfields Village, 960.52 feet along the arc of a curve turning to the left having a radius of 522.30 feet, a chord bearing of N 82°10'01" E and chord length of 830.80 feet to an iron rod found; thence N 29°28'59" E a distance of 401.85 feet to an iron rod found; thence 146.04 feet along the arc of a curve turning to the right having a radius of 483.95 feet, a chord bearing of N 38°07'34" E and chord length of 145.48 feet to an iron rod found; thence N 46°46'08" E a distance of 632.18 feet to an iron rod found; thence 166.47 feet along the arc of a curve turning to the left having a radius of 516.05 feet, a chord bearing of N 37°31'39" E and chord length of 165.75 feet to an iron rod found; thence N 37°35'15" E a distance of 48.81 feet to an iron road found; thence N 04°53'34" E a distance of 504.43 feet to the point of beginning. Said parcel containing 82.14 acres more or less.



- LEGEND**
- WETLAND POINT (NO MONUMENT)
 - IRON REBAR FOUND
 - 3/4" PIPE & T&H CAP SET
 - WETLAND
 - DHEC/OCRM CRITICAL AREA

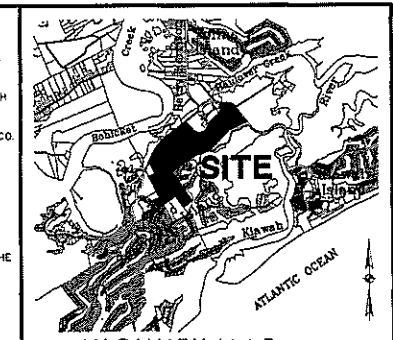
THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT (SCHEC-OCRM) PERMIT AUTHORITY ON THE SUBJECT PROPERTY CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE PERMIT AUTHORITY OF SCHEC-OCRM. SCHEC-OCRM IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

Seabrook Road 8/17/21

DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

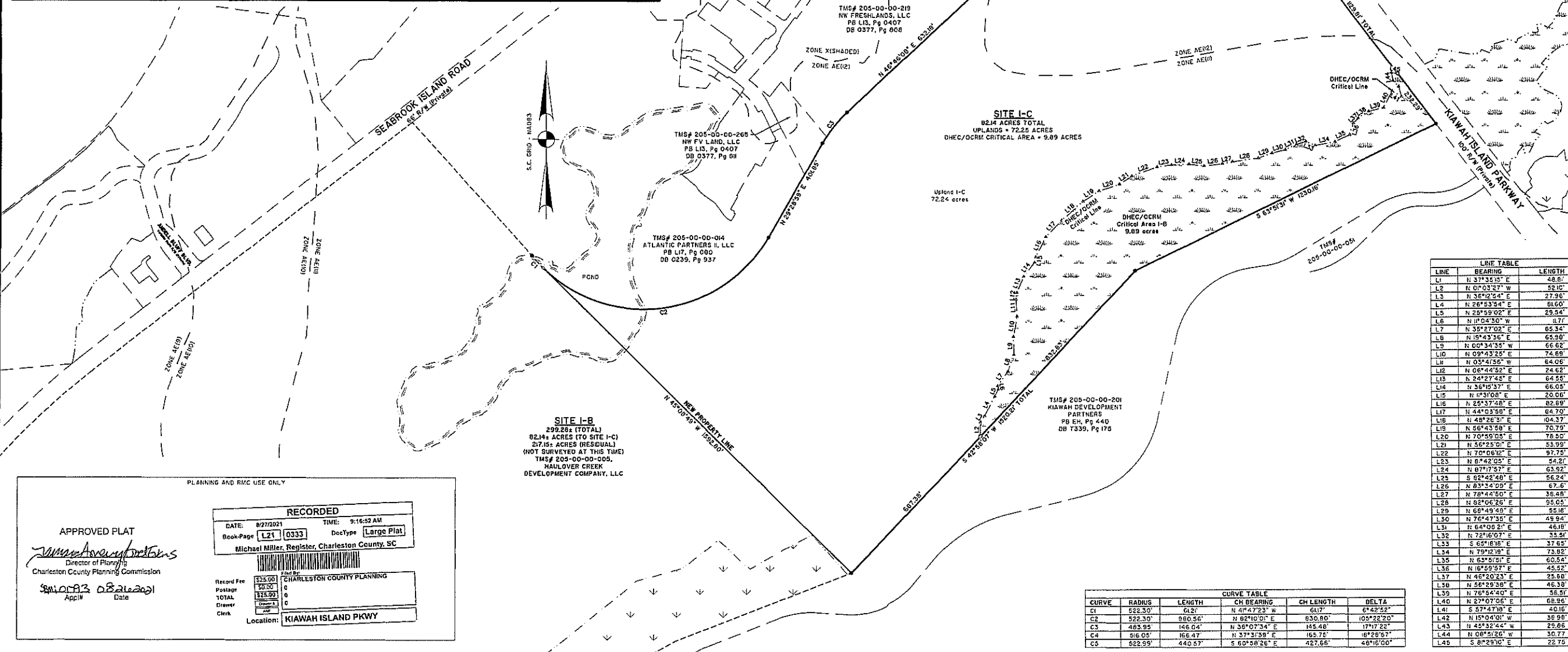
- NOTES**
1. TAX MAP NO. (PARENT TRACT): 205-00-00-005
 2. ACCORDING TO FLRM MAP NO. 4509C, PANEL 0755K, REVISED JANUARY 29, 2005, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE AE(II) & ZONE AE(II).
 3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
 4. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
 5. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 6. DEED REFERENCE: D.B. 0296, PG. 855.
 7. THE UNITED STATES ARMY CORPS OF ENGINEERS HAS NOT MADE A DETERMINATION OF THE PRESENCE OR ABSENCE OF WETLANDS AND/OR WATERS OF THE UNITED STATES ON THIS PROPERTY AS OF THE APPROVAL/RECORDING OF THIS PLAT.
 8. CHARLESTON COUNTY MAY REQUIRE A JURISDICTIONAL DETERMINATION BY THE U.S. ARMY CORPS OF ENGINEERS ON THIS PROPERTY PRIOR TO ISSUANCE OF ZONING PERMITS FOR DEVELOPMENT ACTIVITIES.



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I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 37°32'15" E	48.81'
L2	N 01°03'27" W	52.10'
L3	N 36°12'54" E	27.96'
L4	N 28°03'54" E	31.60'
L5	N 25°59'02" E	29.34'
L6	N 11°04'30" W	3.71'
L7	N 35°27'02" E	65.34'
L8	N 19°43'36" E	65.90'
L9	N 00°34'38" W	66.62'
L10	N 09°43'25" E	74.69'
L11	N 03°41'56" W	64.06'
L12	N 06°44'52" E	74.62'
L13	N 24°27'48" E	64.55'
L14	N 36°15'37" E	66.05'
L15	N 6°31'06" E	20.06'
L16	N 25°37'48" E	82.69'
L17	N 44°03'50" E	64.70'
L18	N 48°26'37" E	104.37'
L19	N 56°43'58" E	70.79'
L20	N 70°59'05" E	78.50'
L21	N 56°25'01" E	53.99'
L22	N 70°06'12" E	97.75'
L23	N 8°42'05" E	54.21'
L24	N 61°17'51" E	63.92'
L25	S 82°42'40" E	56.24'
L26	N 83°34'09" E	67.61'
L27	N 78°44'50" E	38.48'
L28	N 82°06'26" E	95.05'
L29	N 68°49'49" E	55.18'
L30	N 75°47'35" E	49.94'
L31	N 64°08'27" E	46.18'
L32	N 72°16'07" E	35.51'
L33	S 65°18'18" E	37.65'
L34	N 79°12'18" E	73.82'
L35	N 63°51'51" E	60.54'
L36	N 16°05'57" E	45.52'
L37	N 45°22'23" E	25.50'
L38	N 35°29'38" E	46.38'
L39	N 76°54'40" E	58.51'
L40	N 27°07'06" E	68.96'
L41	S 57°47'18" E	40.16'
L42	N 15°04'01" W	35.99'
L43	N 45°24'42" W	23.86'
L44	N 08°21'26" E	30.77'
L45	S 81°29'10" E	22.75'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	522.30'	61.21'	N 41°47'23" W	61.17'	6°42'52"
C2	522.30'	980.56'	N 62°10'01" E	830.80'	105°22'20"
C3	483.95'	146.04'	N 36°07'34" E	145.48'	17°17'22"
C4	516.05'	166.47'	N 37°31'58" E	165.72'	16°28'52"
C5	522.95'	440.57'	S 60°58'26" E	427.66'	48°16'00"

PLANNING AND RMC USE ONLY

RECORDED

DATE: 8/27/2021 TIME: 9:16:52 AM

Book Page: L21 (0333) DocType: Large Plat

Michael Miller, Register, Charleston County, SC

Record Fee: \$25.00

Postage: \$0.30

Printer: 0

Clerk: 0

Location: KIAWAH ISLAND PKWY

APPROVED PLAT

Thomas & Hutton

Director of Planning

Charleston County Planning Commission

8/10/23 08:16:20

App# Date

SUBDIVISION PLAT OF
TRACT I-B (299.28± Ac.)
TO CREATE
TRACT I-B (217.15± Ac.)
AND
TRACT I-C (82.14± Ac.)

SEABROOK ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

prepared for
Riverstone Properties

I Revised as per County comments ABQ 07/07/21
No Revision By Date

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200

www.thomasonhutton.com



plot 06/23/2021 drawn ASQ reviewed FEQ field 06/18/21 crew nh



Tab | 6

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Town Council

FROM: Bruce D. Spicher

SUBJECT: Amend Article 9, Section 201 Licenses adding a new 201 (a), and 201 (e) sub-paragraphs, and Section 202 definition for "Design Professional".

DATE: August 11, 2021

BACKGROUND: The current language under Section 9-201 is too vague in referencing design professionals, and there were no requirements as to when professional seals were to be provided. On occasion, a design professional or contractor may be under investigation by the SC Department of Investigations a Division of the Department of South Carolina Labor, Licensing and Regulations. There were no stipulations in our building ordinance as to what course of action should be taken should this issue arise. With the addition of Section 9-201 (a) (2) and Section 9-201 (e) staff now has guidance on the appropriate course of action. By adding a definition to Section 9-202 will further clarify the intended meaning of "design professional".

ANALYSIS: The language currently found in ordinance Section 9-201 does not define who a design professional is. The new language found in Section 9-201 and the new definition found in Section 9-202 now provide the clarity needed. Currently, we have one architect under investigation by the South Carolina Department of Investigations, in the past, I know of three contractors who were under investigation. We do not have a mechanism to prevent those individuals who are under investigation from submitting permitting documents for new projects. The additional language added allows staff to refuse acceptance of all documents for new projects until such time a decision has been made regarding their investigations.

A redlined document has been provided in your packets for your review of the required changes.

ACTION REQUESTED:

Approval by the council.

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2021-11

AN ORDINANCE TO AMEND ARTICLE 9 - BUILDING AND BUILDING CODES, CHAPTER 1 - GENERAL, DIVISION 2 - CONSTRUCTION DOCUMENTS, SECTION 9-18. - SUBMITTAL DOCUMENTS AND CHAPTER 4 - PERMITS, LICENSE AND FEES, DIVISION 2 - LICENSES, SECTION 9-201. - LICENSES, AND SECTION 9-202. - DEFINITIONS

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

WHEREAS, the Town wishes to amend the current Chapter 1 - General, Division 2 - Construction Documents - Section 9-18. - Submittal Documents and Chapter 4 - Permits, License and Fees, Division 2 - Licenses, Sections 9-201. - Licenses, and 9-202. - Definitions

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

Section 1 Purpose

The purpose of this Ordinance is to amend Article 9 - Buildings and Building Codes, Chapter 1 - General, Division 2 - Construction Documents - Section 9-18. - Submittal Document and Chapter 4 - Permits, License and Fees, Division 2 - Licenses, Sections 9-201. - Licenses and 9-202. - Definitions to provide clarification of the requirements.

Section 2 Ordinance

Article 9 - Buildings and Building Codes, Chapter 1 - General, Division 2 - Construction Documents, Section 9-18. - Submittal Documents is hereby amended as follows:

Sec. 9-18. - Submittal Documents.

Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a **South Carolina registered-licensed** design professional, ~~where required by the statutes of the jurisdiction in which the project is to be constructed.~~ **for all new construction and extensive renovation projects. The plans submitted for approval shall be completed by both a SC licensed architect and all structural drawings shall be completed by a SC licensed structural engineer. Plans submitted for all new construction shall at minimum include landscape drawings, grading plans, complete architectural drawings, complete structural drawings, mechanical, electrical, and plumbing sheets.** Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

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

Sec. 9-201. - Licenses

- (a) Any person or firm wishing to engage in professional design services shall be required to be licensed by the South Carolina Department of Labor, Licensing and Regulations.**
 - 1. All design professionals are required to seal their plan sheets before submitting them for review. Professional seals shall be signed and dated on each page. If the company is a firm, each plan page shall be accompanied by the firm seal.**
 - 2. Any professional designer who is under investigation by the South Carolina Department of Investigations a Division of The South Carolina Department of Labor, Licensing and Regulations shall be suspended from further plan submittals until such time a decision has been made by either the Board of Architectural Examiners and or the Board of Engineers and Surveyors.**
- ~~(a)~~**(b)** Any person or firm that wishes to obtain building permits for work within the Town of Kiawah Island is required to possess a valid state contractor's license issued by South Carolina Labor, Licensing and Regulation Residential Builders Commission and or the Contractor's Licensing Board.
- ~~(b)~~**(c)** Any person or firm engaged in the business of performing plumbing, electrical or mechanical work within the Town of Kiawah Island shall possess a valid town business license and a valid South Carolina mechanical contractor license, a valid South Carolina residential specialty license, and a Town of Kiawah Island contractor's license for the type of work to be permitted.
- ~~(c)~~**(d)** Contractors duly licensed by the State of South Carolina shall also obtain a contractor's license from the Town of Kiawah Island.
- (e) Any contractor under investigation by the South Carolina Department of Investigations, a Division of The South Carolina Department of Labor, Licensing and Regulations shall be suspended from submitting permits to the Town of Kiawah until such time a decision has been made by either the Residential Builders Commission, and or Contractor's Licensing Board.**
- ~~(a)~~**(f)** Commencing to perform construction activities on properties within the Town of Kiawah Island when the undertaking is \$200.00 or more prior to obtaining a contractor's license from the State of South Carolina and a permit from the Town of Kiawah Island shall constitute an ordinance violation and shall result in a fine not to exceed \$500.00. Each day the ordinance violation continues constitutes a separate offense.

Article 9 - Buildings and Building Codes, Chapter 4 - Permits, License and Fees, Division 2 - Licenses, Section 9-202. - Definitions is hereby amended as follows:

Sec. 9-202. – Definitions.

- (a) Alarm Business** means an entity that is licensed by the South Carolina Contractor's Licensing Board to engage in the burglar or fire alarm system business, or both.
- ~~(a)~~**(b) Design Professional** means an individual who is licensed by the South Carolina Department of Licensing, Labor and Regulations to provide professional design services as an architect or engineer.

- ~~(b)~~(c) *General Construction* means the installation, replacement, or repair of a building, structure, highway, sewer, grading, asphalt or concrete paving, or improvement of any kind to real property.
- ~~(c)~~(d) *General Contractors, Building* includes commercial, industrial, institutional, modular, and all other types of building construction, including residential structures. This license classification includes all work under the subclassifications of wood frame structures-Class II, interior renovation, masonry, pre-engineered metal buildings, general roofing, and structural shapes.
- Licensees under this classification may perform ancillary work, including grading, associated with the building or structure which the licensee has been engaged to construct. However, if a project includes work performed under a mechanical contractor subclassification or any of these license sub classifications, the licensee must have a license for this work or use a contractor licensed in the appropriate license classification or sub classification to perform the work: swimming pools, bridges, boring and tunneling, water and sewer lines, pipelines, railroad lines, specialty roofing, marine, water and sewer plants, and asphalt paving.
- ~~(d)~~(e) *Licensed Contractor* means an entity that is licensed by the South Carolina Contractor's Licensing Board to engage in general, mechanical, residential, and or residential specialty contracting within the state.
- ~~(e)~~(f) *Mechanical Construction* means the installation, replacement, or repair of plumbing, heating, air conditioning, electrical systems.
- ~~(f)~~(g) *Mechanical Contractor* means an entity which performs or supervises or offers to perform or supervise mechanical construction.
- ~~(g)~~(h) *Residential Builder* means one who constructs, superintends, or offers to construct or superintend the construction, repair, improvement, of a residential building or structure which is not over three floors in height, and which does not have more than 16 units in any single apartment building.
- ~~(h)~~(i) *Residential Specialty Contractor* means an independent contractor who is not a licensed residential builder, who contracts with a licensed residential builder, or individual property owner to do work, repairs, improvements which require special skills and involves the use of specialized construction trades or craft. Specialty contractors are prohibited from hiring sub-contract labor.
- ~~(i)~~(j) *Total Cost of Construction* means the actual cost incurred by the owner, all contractors, subcontractors, and other parties for labor, material, equipment, profit, and incidental expenses for the entire project. This does not include the cost of design services unless those services are included in the construction contract.

Section 3 Severability

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

Section 4

Effective Date and Duration

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

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

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk

1st Reading -

2nd Reading -



Tab | 7

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Town Council

FROM: Bruce D. Spicher

SUBJECT: Amendment to Article 15, Section 105 (2a) and (2b)

DATE: September 7, 2021

BACKGROUND:

Grilling near the structure or on balconies of multi-family buildings has the potential to increase the possibility for a structure fire, even with the presence of an automatic sprinkler system.

ANALYSIS:

For years grills have been prohibited for use on balconies, the exception has been the use of an electric grill. The Town of Kiawah Island has also permitted the use of electric grills on balconies. The underlining issue was not the grills themselves, but their byproduct which is grease-laden vapors. Over time the grease vapors will adhere to the exterior walls and the ceiling area. Electric grills do produce grease-laden vapors. *NFPA 96, Section 4.1.1 requires that cooking equipment that produces smoke or grease-laden vapors be equipped with an exhaust system. Providing an exhaust system that would comply with the International Mechanical Code would be extremely difficult to engineer and not cost-effective. *NFPA does permit the use of any cooking equipment that complies with the standard *ANSI/UL 197 to be used without an exhaust system. These are cooking appliances that have been tested and identified as “reduced emission” systems. During my research, I could not find an electric grill that was approved under the guidelines of ANSI/UL 197.

A redline document has been provided in your packet to clarify the necessary changes.

- * NFPA- National Fire Protection Agency
- * ANSI- American National Standards Institute
- * UL- Underwriters Laboratory

ACTION REQUESTED:

Approval of the noted changes.

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2021-12

AN ORDINANCE TO AMEND ARTICLE 15 – BURNING OF COMBUSTIBLE MATERIALS, CHAPTER 1 – OFFENSES AGAINST PROPERTY, SECTION 15-105. – BURNING OF COMBUSTIBLE MATERIALS

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 15 – Burning of Combustible Materials, and;

WHEREAS, the Town wishes to amend the current Chapter 1 – Offenses against property Section 15-105 – Burning of Combustible Materials.

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

Section 1 Purpose

The purpose of this Ordinance is to amend Article 15 – Burning of Combustible Materials, Chapter 1 – Offenses Against Property, Section 15-105. – Burning of Combustible Materials to remove the exception allowing electric grill use in multifamily structures.

Section 2 Ordinance

Amend Article 15 – Burning of Combustible Materials, Chapter 1 – Offenses Against Property, Section 15-105– Burning of Combustible Materials is hereby amended as follows:

Sec. 15-105. Burning of combustible materials.

- (a) Open burning is prohibited, except in emergency situations as determined by the town.
 - (1) No property owner, property owner guest or any other individual or group of individuals shall be allowed to construct a ceremonial or recreational fire on the beach (i.e., from the dune line to mean low-water mark) or in any open area without first having submitted an application for a permit to the town, setting forth the proposed date, time, location and responsible party for said fire. The application must be reviewed and approved in writing by the St. John's Fire District before being submitted to the town. The town shall notify the applicant in writing of its acceptance or rejection of the permit. No permits shall be granted for any fire on the beach from dusk to dawn between May 1 and October 31.
 - (2) Open burning in connection with the preparation of food for immediate consumption will be exempt, provided, however:

- a. The energy source for cooking on any wooden deck **associated with a single family residence** is limited to either an electric, **propane** or bottled gas type barbecue grill, and an effective means to extinguish a fire is immediately available;
- b. Outdoor cooking on or under any deck, porch, balcony, stairway, or other overhanging portion, or on any ground level or patio area within ten feet of any multifamily structure is hereby prohibited. ~~provided, however, this prohibition shall not apply to the use of a built-in outdoor electric grills in any multistory family structure completed after January 1, 2007, provided the following conditions are met:~~
 - ~~1. The electric grill shall be built-in, with a cover, surrounded by non-flammable materials;~~
 - ~~2. The electric grill shall be approved by the Underwriters Laboratory for such equipment;~~
 - ~~3. The installation shall meet the most recent International Fire Code and International Building Codes;~~
 - ~~4. Installation shall be approved by the building official and the St. Johns Fire Department prior to operation;~~
 - ~~5. The building, including decks, porches and balconies, shall be protected by an automatic sprinkler system; and~~
 - 6.1.** Charcoal, propane, portable electric and natural gas outdoor cooking devices shall be strictly prohibited in multifamily buildings.

- (b) Any person violating any provision of this section shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than 30 days, or both, upon conviction. Each day of violation shall be considered a separate offense.

Section 3 Severability

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

Section 4 Effective Date and Duration

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND
ON THIS 5th DAY OF OCTOBER 2021.**

John D. Labriola, Mayor

Petra S. Reynolds, Town Clerk

1st Reading - September 7, 2021

2nd Reading – October 5, 2021



Tab | 8

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

RESOLUTION 2021-03

A Resolution Designating An Authorized Representative And Contact Person For Purposes Of The American
Rescue Plan Act Of 2021

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) appropriates \$19.53 billion to States for distribution to non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000;

WHEREAS, the Town of Kiawah Island, South Carolina (the Municipality), is an NEU for purposes of ARPA and expects to receive funding pursuant to the ARPA appropriation;

WHEREAS, ARPA requires that the Municipality designate an Authorized Representative to approve and sign documents, make certifications required by ARPA, and otherwise act as the Municipality's designated and lawfully appointed agent for purposes of ARPA; and

WHEREAS, ARPA further requires that the Municipality designate a Contact Person to receive official communications and notice related to ARPA;

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1.

Dorota Szubert, the Finance Director of the Municipality, is hereby designated as the Municipality's Authorized Representative pursuant to ARPA. The Authorized Representative is hereby authorized and directed to do all things necessary (including without limitation to sign documents, make certifications, make regular reports to Council, and otherwise act on behalf of the Municipality) to receive and expend funds pursuant to an appropriation by council and ARPA rules. The Authorized Representative's contact information is:

Dorota Szubert, Finance Director
4475 Betsy Kerrison Parkway
Kiawah Island, South Carolina 29455
843-768-9166
dszubert@kiawahisland.org

Section 2.

Stephanie Monroe Tillerson, the Town Administrator of the Municipality, is hereby designated as the Municipality's Contact Person pursuant to ARPA. The Contact Person's contact information is:

Stephanie Monroe Tillerson, Town Administrator
4475 Betsy Kerrison Parkway
Kiawah Island, South Carolina 29455
843-768-5103
stillerson@kiawahisland.org

DONE IN MEETING duly assembled this 7 day of September, 2021.

John Labriola, Mayor

Petra S. Reynolds, Town Clerk



Tab | 9

TOWN COUNCIL

Agenda Item



Request for Town Council Approval

TO: Mayor and Members of Town Council

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Request to Seek Bids for Beachwalker Drive Improvements

DATE: September 7, 2021

BACKGROUND:

In the past few years, The Town has closely monitored the pedestrian traffic and safety on Beachwalker Drive. There have been some concerns from residents and users of the leisure trail adjacent to the road that lines of sight are obstructed between pedestrians and motorists. The leisure trail is in bad shape in some areas, and areas where the trail crosses the roadway need to be improved. The Town has partnered with Kimley Horn to conduct a Pedestrian and Bicycle Safety Analysis for Beachwalker Drive to better understand the issues and how to mitigate them.

ANALYSIS:

The Town got approval earlier this year for Kimley Horn to perform this study on Beachwalker Drive. Kimley Horn identified areas along the leisure trail and the road that need improvement to make the leisure trail safer for walkers and cyclists.

ACTION REQUESTED:

Town Staff requests that Town Council allow these improvement plans to be posted so that The Town can receive bids for the improvement project.

BUDGET & FINANCIAL DATA:

Kimley Horn has provided a cost estimate of \$283,871. for this work to be done. However, we will not know exactly what the cost will be until we receive bids from contractors.



Route: Beachwalker Drive
From:
Description: Multi-Use Path Improvements OPCC
Date: 8/23/2021
Prepared By: Kimley-Horn
Requested By: Kiawah

OPINION OF PROBABLE CONSTRUCTION COST	
\$	284,000.00

Item No.	Description	Quantity	Unit	Price	Amount
1031000	Mobilization (5%)	1	LS	\$ 9,462.36	\$ 9,462.36
1032010	Bonds and Insurance (1.5%)	1	LS	\$ 2,838.71	\$ 2,838.71
1050800	Construction Stakes, Line & Grade (0.75%)	1	EA	\$ 1,419.35	\$ 1,419.35
2023000	Removal & Disposal Of Existing Pavement	1520	SY	\$ 23.00	\$ 34,960.00
2024100	Removal & Disposal Of Existing Curb	400	LF	\$ 15.00	\$ 6,000.00
3050106	Graded Aggregate Base Course (6" Uniform)	1,405	SY	\$ 14.00	\$ 19,670.00
4011004	Liquid Asphalt Binder, PG 64-22	60	TON	\$ 680.00	\$ 40,800.00
4020320	Hot Mix Asphalt Intermediate Course - Type B	10	TON	\$ 95.00	\$ 950.00
4030320	Hot Mix Asphalt Surface Course - Type D	150	TON	\$ 75.00	\$ 11,250.00
7203110	Concrete Curb and Gutter (1'-6") Vertical Face	180	LF	\$ 30.00	\$ 5,400.00
7203230	Concrete Curb and Gutter (2'-0") Ogee	180	LF	\$ 30.00	\$ 5,400.00
7209000	Pedestrian Ramp Construction	56	SY	\$ 150.00	\$ 8,400.00
	Grading (10%)	1	LS	\$ 18,924.71	\$ 18,924.71
	Drainage (5%)	1	LS	\$ 9,462.36	\$ 9,462.36
	Signing and Marking (2%)	1	LS	\$ 3,784.94	\$ 3,784.94
	Erosion Control (3%)	1	LS	\$ 5,677.41	\$ 5,677.41
	Traffic Control (7%)	1	LS	\$ 13,247.30	\$ 13,247.30

Roadway Sub-Total:	\$	189,247.15
Misc (25%)	\$	47,312.00
Construction Cost	\$	236,559.15
CE&I 20%	\$	47,311.83
Total Cost	\$	283,870.98

1. No right-of-way acquisition costs have been included in this estimate.
2. No stream impact/mitigation costs have been included in this estimate.
3. No utility relocation costs have been included in this estimate.
4. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



Tab | 10

TOWN COUNCIL

Agenda Item



Request for Town Council Approval

TO: Mayor and Members of Town Council

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Request to Extend Debris Removal Contract with Phillips and Jordan

DATE: September 7, 2021

BACKGROUND:

Being a barrier island, Kiawah is highly susceptible to hurricanes and tropical activity. For this reason, The Town needs to have outside professional help to clean up the island in the event a storm does come through and causes significant damage to vegetation, buildings, and infrastructure.

ANALYSIS:

Since 2015, The Town has had a standby contract with Phillips and Jordan to perform debris removal services on the island after a storm or any natural disaster. Although The Town has never activated this contract, we have received and continue to receive sound guidance from Phillips and Jordan on making sure we are prepared for any event. The Town has an option to extend the contract for an additional year.

Staff request is for Town Council to approve the extension through May 31, 2022. That extension would get us through the 2021 Hurricane Season and staff time to put together the new bid request for Storm Debris Removal. We anticipate the new bid packet to go out later this year or early next year, with a new contract in place by June 2022 at the start of the hurricane season.

ACTION REQUESTED:

Town Staff requests that Town Council approve and extension of the current contract with Phillips and Jordan beginning on September 1, 2021, and expiring May 31, 2022

BUDGET & FINANCIAL DATA:

There is no change to the budget or financial data as this is a standby contract. Therefore, there is no payment made until the contract is activated.

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

**AMENDMENT TO
AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND
PHILLIPS AND JORDAN, INC.**

WHEREAS, the Town of Kiawah Island and Phillips and Jordan, Inc. entered into an agreement on **September 15, 2015** for the purpose of providing a standby agreement for debris removal in the event of a natural disaster.

WHEREAS, the Town and Phillips and Jordan, Inc. wish to amend said agreement in the following particulars:

1. **TERM:** This agreement term shall be extended for an additional term commencing on September 1, 2021, and expiring on May 31, 2022
2. **EFFECTIVE DATE:** This agreement shall be effective on September 1, 2021.

All other provisions of the agreement entered into on **September 15, 2015**, shall remain in full force and effect.

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

WITNESSES

Town of Kiawah Island

By: John D. Labriola
Its: Mayor

Phillips and Jordan, Inc.

By:
Its:



Tab | 11

TOWN COUNCIL

Agenda Item



Request for Town Council Approval

TO: Mayor and Members of Town Council

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Request to Approve Signarama to Fabricate and Install New Kiawah Island Signs

DATE: September 7, 2021

BACKGROUND:

The current Kiawah Island signs on the Kiawah Island Parkway, at the roundabout and in front of the first gate, have become noticeably weathered and continue to be impacted by natural elements. In light of the upgrades to the rest of the parkway, Town Staff feels the need to upgrade these signs as well, creating a more welcoming entrance to the island for residents and guests.

ANALYSIS:

We procured a master design plan from the Community Association for the new signs that maintain the look and feel of the new signage that has been implemented throughout the island. This design plan was sent out to 7 vendors. Two vendors responded with a quote for the fabrication and installation of the new signs:

Signarama:	\$48,716.10
Southwood:	\$69,360.00

The other vendors that were unresponsive were:

- Fast Signs
- Charleston Sign and Banner
- Lowcountry Signs
- Carolina Sign Co
- Sign It Quick

ACTION REQUESTED:

Town Staff requests that Town Council approve the recommendation for Signarama to remove the existing signs and fabricate and install new signs on the Kiawah Island Parkway.

BUDGET & FINANCIAL DATA:

The cost for this will be \$48,716.10 and would come from the General Fund.



1340 Chuck Dawley Blvd.
Mt. Pleasant, SC 29464
(843) 881-7881

ESTIMATE

EST-7082

www.signarama-charleston.com

Payment Terms: Cash Customer

DESCRIPTION: Roadside Monument Signs

Bill To: Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
US

Pickup At: Signarama Charleston
1340 Chuck Dawley Blvd.
Mt. Pleasant, SC 29464
US

Requested By: Brian Gottshalk
Email: bgottshalk@kiawahisland.org
Work Phone: (843) 768-9166
Cell Phone: (843) 901-4183

Salesperson: Andy Bonner
Email: andy@signarama-charleston.com
Work Phone: 8438817881

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 Custom roadside monument sign (type A1) 11'-6" wide x 45 3/16" tall sign fabricated from S4S smooth finished Western Red Cedar timbers; logo is 1/2" aluminum with lightly brushed finish. Pin mounted with 1-1/2" stainless standoffs. Base is colored textured concrete with stain finish. Includes installation of timbers onto steel tubes directly buried into poured concrete footers. Footer to have concrete pad. Top of pad to be level with finish grade level.	2	\$20,110.85	\$40,221.70
2 Takedown / Removal / Disposal of Existing Signs Includes taking down existing signs including horizontal timbers and vertical posts. All elements of vertical posts will be removed that are above the ground as well as any elements below the ground that interfere with / are in the way of the way of the foundation for the new signs. Care will be taken to minimize any damage to sprinklers and electrical wiring / components that are in the vicinity.	2	\$2,477.50	\$4,955.00
Subtotal:			\$45,176.70
Taxes:			\$3,539.40
Grand Total:			\$48,716.10

Terms & Conditions:

Changes by the client after proof and / or quote approval may result in a change to the price of the signs.

Cancellation of Orders: Signarama prepares your order according to your specifications. As the signs are custom, your order is non-cancelable after commencement.

Proofing / Approval of Proofs: Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and approve a proof prior to production of your order. You are solely responsible for the artwork once it has been approved.

Vendor's Liability: Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon pick-up, delivery, shipping, or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval.

Collection Procedures: Invoices are considered delinquent five (5) days from the date that your order is completed. After the fifth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees.

Customer's Acceptance of Work: Customer's acceptance, either personal or through his / her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations.

Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss.

Signature: _____ Date: _____

Job Name

Kiawah Island

Date:

8/18/21

Notes

Materials: Sign fabricated from S4S smooth finished Western Red Cedar timbers; logo is 1/2" aluminum with lightly brushed finish. Pin mounted with 1-1/2" stainless standoffs. Base is colored textured concrete with stain finish.

Installation: Sign is installed onto internal steel tubes directly buried into poured concrete footers. Footer to have concrete pad. Top of pad is to be level with fresh grade level.



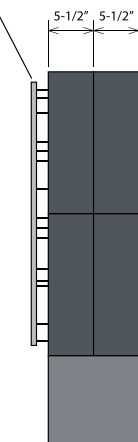
① TOP VIEW



② ELEVATION

CONCRETE BASE, GRAY COLOR,
WITH TRAVERTINE TEXTURE FINISH

18" X 18" WESTERN RED CEDAR
TIMBERS, STAINED GREY
(CLIENT TO SPECIFY COLOR)



③ SIDE VIEW

CUSTOMER'S APPROVAL

- ☐ Approved
☐ Approved With Changes
☐ Revise and Proof Again

Signature _____

Date _____

PROPERTY MANAGER'S APPROVAL

- ☐ Approved
☐ Approved With Changes
☐ Revise and Proof Again

Signature _____

Date _____



Signarama
CHARLESTON



1340 Chuck Dawley Blvd., Mt. Pleasant, SC 29464 • PH 843.881.7881 • Fax 843.881.7883 • Andy@Signarama-Charleston.com • Signarama-Charleston.com

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Job Name

Kiawah Island

Date:

8/18/21

Notes

Materials: Sign fabricated from S4S smooth finished Western Red Cedar timbers; logo is 1/2" aluminum with lightly brushed finish. Pin mounted with 1-1/2" stainless standoffs. Base is colored textured concrete with stain finish

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CUSTOMER'S APPROVAL

- ☐ Approved
☐ Approved With Changes
☐ Revise and Proof Again

Signature _____

Date _____

PROPERTY MANAGER'S APPROVAL

- ☐ Approved
☐ Approved With Changes
☐ Revise and Proof Again

Signature _____

Date _____



PHOTO MOCK UP FOR SIGN AT MAIN ENTRANCE



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Job Name

Kiawah Island

Date:

8/18/21

Notes

Materials: Sign fabricated from S4S smooth finished Western Red Cedar timbers; logo is 1/2" aluminum with lightly brushed finish. Pin mounted with 1-1/2" stainless standoffs. Base is colored textured concrete with stain finish

Installation: Sign is installed onto internal steel tubes directly buried into poured concrete footers. Footer to have concrete pad. Top of pad is to be level with fresh grade level



PHOTO MOCK UP FOR SIGN AT ROUNDABOUT

CUSTOMER'S APPROVAL

- ☐ Approved
☐ Approved With Changes
☐ Revise and Proof Again

Signature _____

Date _____

PROPERTY MANAGER'S APPROVAL

- ☐ Approved
☐ Approved With Changes
☐ Revise and Proof Again

Signature _____

Date _____



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