

MAYOR:
Bradley D. Belt

MAYOR PRO TEMPORE:
Russell A. Berner

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Stafford J. McQuillin III



COUNCIL MEMBERS:
E. Luke Farrell
Madeleine Kaye
Lance Spencer

TOWN COUNCIL
Municipal Center Council Chambers
April 7, 2026, 1:00 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 February 4, 2026 [Tab 1]
 - B. Minutes of the Special Call Town Council Meeting of February 26, 2026 [Tab 2]
 - C. Minutes of the Town Council Meeting of March 3, 2026 [Tab 3]
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **Updates:**
 - A. Mayor
 - B. Council Members
 - C. Administrator
- VII. **Public Hearing**
 - A. To Consider Approval of **Ordinance 2025-21** - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. - Zoning, Division 2. - Zoning Map/Districts, Establishing Section 12-81. - Beachfront Overlay Zoning District, to Protect the Integrity, Natural Function, and Resilience of Beaches, Dunes, and Coastal Systems. - **Public Hearing** [Tab 4]
- VIII. **Executive Session**
 - A. Pursuant to S.C. Code Ann. § 30-4-70 (a)(2), to Receive Legal Advice Protected by the Attorney-Client Privilege Concerning **Ordinance 2025-21** - Beachfront Overlay Zoning District.
- IX. **Old Business:**
 - A. To Consider Approval of **Ordinance 2025-21** - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. - Zoning, Division 2. - Zoning Map/Districts, Establishing Section 12-81. - Beachfront Overlay Zoning District, to Protect the Integrity, Natural Function, and Resilience of Beaches, Dunes, and Coastal Systems. - **Second and Final Reading** [Tab 5]
 - B. To Consider Approval of **Ordinance 2026-07** - An Ordinance of the Town Council of the Town of Kiawah Island, SC, Annexing a Portion of Road S-20 (Betsy Kerrison Parkway) Right-Of-Way into the Corporate Limits of the Town of Kiawah Island Pursuant to S.C. Code Ann. Section 5-3-110, and Providing for Related Matters – **Second and Final Reading** [Tab 6]

*Each speaker shall be limited to five minutes. No more than 30 minutes shall be allowed for citizen presentations, comments, and/or questions, and the time shall be divided equally among those requesting to speak.

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

- C. To Consider Approval of **Ordinance 2026-01** - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts. Sec. 12-62. Zoning Map to Amend the Key Locations Map to modify the Fixed Dock Designation to allow a Floating Dock at the Subject Property, 245 Eagle Point Road, Kiawah Island, SC (TMS# 265-02-00-167) – **Second and Final Reading** [Tab 7]
- D. To Consider Approval of **Ordinance 2026-02** - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts Section 12-78. Dock Key Locations to modify the Fixed Dock Designation to allow a Floating Dock at the Subject Property, 245 Eagle Point Rd, Kiawah Island, SC (TMS# 265-02-00-167) – **Second and Final Reading** [Tab 8]

X. New Business:

- A. To Consider Approval of the Beach Operation Agreements:
 - 1. Kiawah Island Inn Company (Kiawah Island Golf Resort) [Tab 9]
 - 2. Kiawah Island Club Holdings, LLC
 - (a) Beach Club [Tab 10]
 - (b) Cape Club [Tab 11]
 - 3. Residence Club at Southern Pines Property Owners Association, Inc (Timbers Kiawah) [Tab 12]
- B. To Consider Approval of the Contract for Construction Management at Risk Services for the Civic and Cultural Center [Tab 13]
- C. To Consider Approval of 2026 AirMedCare Contract Extension [Tab 14]
- D. To Consider Approval of the Fiscal Year 2026/2027 Charitable Grants Funding Amounts [Tab 15]
- E. To Consider Approval of Board Appointments:
 - 1. Board of Zoning Appeals [Tab 16]
 - 2. Design Review Board [Tab 17]

XI. Citizens' Comments:

XII. Council Member Comments:

XIII. Adjournment:

*Each speaker shall be limited to five minutes. No more than 30 minutes shall be allowed for citizen presentations, comments, and/or questions, and the time shall be divided equally among those requesting to speak.

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



TAB 1

TOWN COUNCIL

Agenda Item

TOWN COUNCIL
Municipal Center Council Chambers
February 3, 2026, 2025, 1:00 pm

Minutes

I. Call to Order: *Mayor Belt called the meeting to order at 1:00 pm.*

II. Pledge of Allegiance

III. Roll Call:

Present at the Meeting: Bradley Belt, *Mayor*
Russell Berner, *Mayor Pro Tem*
Luke Farrell, *Council Member*
Madeleine Kaye, *Council Member*
Lance Spencer, *Council Member*

Also Present: Stephanie Monroe Tillerson, *Town Administrator*
Dorota Szubert, *Finance Director*
Mac McQuillin, *Town Attorney*
John Taylor, Jr., *Planning Director*
Jim Jordan, *Wildlife Biologist*

Present via Zoom: John Walker, *Reserve Advisors*

IV. Approval of Minutes:

A. Minutes of the Town Council Meeting of January 6, 2026

Mayor Belt noted he had provided the clerk with one minor correction to the January 6th meeting minutes. With no additional edits or corrections from other Council Members, the minutes were deemed approved with that single correction.

V. Citizens' Comments (Agenda Items Only):

Cheri Gallagher - 119 Spartina Court

Ms. Gallagher, who also serves on the Kiawah Island Community Association (KICA) Board, expressed concern about today's utility services ordinance and its potential impact on KICA's agreement with Comcast. She asked whether the ordinance was meant to apply to their Comcast agreement and if it might apply to it in the future.

Mayor Belt clarified that the ordinance amendment is very limited in scope, adding only a small provision that potentially carves out municipally or governmentally owned utilities from coverage. The existing ordinance remains in place, and this modification would not affect KICA's Comcast agreement.

Council Member Spencer noted that he had been in communication with KICA representatives about telecommunications issues and that the Town has established mechanisms to maintain coordination between the organizations on infrastructure matters.

VI. Presentation:

A. Reserve Study Report Presentation – Reserve Advisors

Mayor Belt provided background on why the Town commissioned a reserve study, explaining that the Town has significant cash reserves and wanted to better understand potential future costs for asset repair and replacement to make informed strategic investment decisions. He noted this type of study is unusual for municipalities, as property owner associations typically do it.

John Walker from Reserve Advisors presented the study findings. The study mapped common components over 30 years, along with associated costs, but Mr. Walker emphasized a catastrophic replacement scenario that assumes rebuilding all of the Town's infrastructure within a single fiscal year. This "snapshot" approach yielded a total project cost of \$34.7 million if all Town assets were replaced simultaneously. It was noted that almost all of the Town's assets are insured at full replacement value, so the Town would recover almost the entirety of that amount.

Mr. Walker broke down the costs: approximately \$16 million for the building, \$1 million for interiors, \$14 million for the bridge, \$3 million for roads, and several hundred thousand for vehicles. He emphasized this is a high-level planning tool for policy discussions about reserve targets and fund allocation, not an insurance appraisal.

Mayor Pro Tem Berner raised detailed technical questions about cost calculations, particularly noting that some figures seemed low for Kiawah Island conditions. He questioned the costs of window replacements, road measurements, and paving estimates based on historical data. Mr. Walker acknowledged that they use national databases adjusted for local costs and aim to account for Kiawah's higher construction costs, but agreed to review specific concerns.

Council Member Kaye asked how long it had been since the Town had conducted such a study. Mayor Belt responded that they had never done one before. When asked about the optimal timing between studies, Mr. Walker recommended every 3 to 5 years, though some communities update annually.

Council Member Spencer asked about the cost of the study. Ms. Tillerson confirmed it cost \$6,400.

Further discussion revealed that most Town assets have significant remaining useful life, meaning major capital investments aren't immediately needed. Council Members noted the Town's strong financial position, with nearly \$29 million in unrestricted reserves earning 3.75-4% annually, and that most assets are covered by replacement value insurance.

Council Members agreed the study provides a useful baseline and should be updated every 2-3 years, with the next update potentially incorporating planned capital projects and cash flow analysis.

VII. Updates:

A. Mayor

Mayor Belt began with updates on the weekend's weather events. While Kiawah Island was fortunate not to be adversely impacted by snow and ice, approximately 1,000 properties experienced a power outage on Sunday afternoon that took several hours to resolve. He noted that Ms. Tillerson was in regular communication with Berkeley Electric Cooperative (BEC), and Ed Monaghan from KICA was on site with BEC crews almost the entire day. The issue involved a storm-related cable failure, and the restoration process required "back feeding" to bring the system back online, with some homes restored after 3 hours and others taking up to 7 hours.

Ms. Tillerson provided a detailed explanation of what BEC told her. The outage was confirmed as a cable failure, likely due to cold weather and heavy system load. Power was restored through "back feeding," a process where crews manually reroute power through alternate circuits when the primary system fails. The process took time because it required coordinating significant crew and engineering resources. She noted that BEC had planned to replace all cables this year, but the cold weather forced them to scramble for this repair.

Council Member Spencer, who has an electrical engineering background, expressed concerns about why the outage occurred despite previous reports about system automation and investments. He noted plans to bring BEC representatives to the next Infrastructure and Public Works Committee meeting to address the cause of the outage, lessons learned, and preventive measures. Council Member Spencer also mentioned reports of power bill increases and potential equipment damage from power surges that need investigation.

Council Member Farrell questioned the explanation that cold weather caused the failure during daytime hours, when the electrical load should have been manageable, and whether the system has adequate automatic load-shedding capabilities. He wanted more information about whether it was actually a cable melt or a breaker trip.

Mayor Pro Tem Berner raised concerns about future capacity given ongoing development, suggesting the Town might need to consider limiting construction permits until electrical infrastructure issues are resolved.

Council Member Spencer noted this situation provides good input for the franchise ordinance update that the Infrastructure and Public Works Committee is undertaking, including potential requirements for third-party assessments of utility providers.

Civic and Cultural Center Update

Mayor Belt provided updates on the Town's largest capital project, the Civic and Cultural Center.

- Site diligence work, including surveying, geotech testing, and wastewater solution assessment, has been completed.
- The Town will issue a Request for Qualifications (RFQ) this week to solicit Construction Manager-at-Risk candidates.
- The Ad Hoc Building Committee will review responses, interview firms, and invite 3-4 firms to participate in the RFP process.

Mayor Belt announced his appointment of five members to the Ad Hoc Building Committee, seeking Council consent: himself, Mayor Pro Tem Berner (engineering expertise), Marc Camens (architectural expertise), David Wohl (Arts Council chair with cultural facility experience), and Rob Glass (commercial construction and civil engineering background). With no objections from the Council, the appointments were deemed approved by consent.

Council Member Farrell volunteered to lead efforts to determine the most effective financing approach for the project, whether through bank financing, debt issuance, or other methods.

Strategic Planning Meeting Outcomes

The Mayor provided updates from the strategic planning meetings held the previous week, totaling about 7 hours over 2 days. Key initiatives discussed included:

- Finance-related issues with Council Member Farrell volunteering to lead efforts on financing options for major projects
- Council Member Kaye is leading efforts on focused staff resources for resiliency issues
- Presentation from CARTA (Charleston Area Regional Transportation Authority) about potential public transportation along Maybank Highway extending to either Town Hall or Freshfields Village, which would require collaboration among key island stakeholders.
- Franchise agreement updates being led by the Infrastructure and Public Works Committee
- Cell tower updates (to be covered by Council Member Spencer)
- Establishment of a workgroup to examine short-term rental issues on Kiawah Island, including whether to revisit rental caps in specific districts and address property management company oversight versus individual property owner accountability.

The Mayor also discussed other strategic planning outcomes, including a potential Kiawah greenbelt fund, similar to the county's program, to support conservation efforts, to be led by Council Member Spencer; and that he and Ms. Tillerson would work on establishing a Kiawah Island Alliance involving key stakeholders for quarterly meetings on cross-organizational issues.

Inlet Relocation Notice

Mayor Belt addressed community concerns about the Army Corps of Engineers' notice regarding potential inlet relocation on Captain Sams Spit. He clarified that while the Army Corps has permitting authority over navigable waterways, any actual work would require Town approval since it involves work within municipal boundaries on property not owned by the applicant, Seabrook Island Property Owners Association (SIPOA).

Mayor Belt stated that the Town has enacted beach management ordinance provisions requiring Town approval for inlet relocations, shoreline adjustments, dune alterations, beach vehicle use, and land disturbance permits. He emphasized that no project can proceed without Town approval, which would involve extensive assessment, including public hearings and committee reviews.

B. Council Members

Mayor Pro Tem Berner commended Public Safety Director Craig Harris for his excellent work preparing for the storm, noting he was on many phone calls with key players at both the island and state levels. He also reported on mock tabletop exercises run by the St. John's Fire District (STJFD) with the Community Emergency Response Team, testing response to a chemical spill at Night Heron pool and a tornado with downed trees. These exercises revealed weak links in communications that they're working to address.

Council Member Kaye reported on the successful kickoff of Kiawah Conversations, the Town's new educational program on environment, resiliency, sustainability, and wildlife. The first event on turtle patrol information drew over 100 attendees, far exceeding expectations. The upcoming Thursday program featuring bird expert Aaron Given already has 160 people signed up. She outlined upcoming programs, including a visit to the North Charleston Recycling Center and a presentation on strand feeding. The initiative deliberately includes participants from Seabrook and Lower Johns Island to reestablish Kiawah's leadership in these areas.

Council Member Kaye continued with updates on pest control initiatives, including a February 19th lunchtime meeting with all pest control companies doing business on Kiawah to investigate increased use of second-generation anticoagulants (SGAs) and their impact on bobcat populations. Mr. Jordan's team has received permission from many property owners to test chemicals in pest-control boxes to identify sources of SGA use.

Regarding the Architectural Review Board (ARB) transfer, Council Member Kaye sought input from fellow Council Members on their perspectives following KICA's board meeting, the Memorandum of Understanding (MOU), and the upcoming Thursday workshop.

Mayor Belt indicated he cannot provide definitive positions until he sees a definitive agreement, rather than the current non-binding MOU, noting the need to understand the structure, phasing, and scope of any transfer before reassessing the Town's Design Review Board authority.

Council Member Farrell expressed concerns about gate access considerations for Orange Hill residents and the overall structure of the agreement, preferring to separate disparate issues into multiple agreements rather than combining them into a single complex memorandum.

Mayor Pro Tem Berner appreciated the MOU's provision for KICA's right of first refusal on the Kiawah real estate building and emphasized the need for coordination on gate modifications given utility complexities at that intersection.

Council Member Spencer echoed utility concerns and emphasized the need for coordination between Town and association interests, particularly regarding visitor center concepts and traffic impacts from increased membership and Orange Hill access.

Council Member Kaye wrapped up the ARB discussion, appreciating the thoughtful input and noting the importance of establishing future communication protocols.

Council Member Spencer provided updates on cell tower progress, noting ongoing communication among the Town, Crown Castle (which owns four sites), and the Resort regarding site-specific considerations. The Resort had weighed in on Ocean Park tower options that morning. He reported AT&T's desire and intention to run fiber to Kiawah, though he acknowledged this would take time and investment. He shared this information with KICA leadership and noted the need for coordination.

Council Member Spencer also provided an update on transit discussions with CARTA/Council of Governments, with a meeting scheduled for the following Thursday featuring director Ron Mitchum. The meeting would include broadened participation from SIPOA, Seabrook Island Club, Freshfields Village, and MUSC to coordinate regional transit needs efficiently.

C. Administrator

Ms. Tillerson reported on the following:

- The Wildlife and Natural Resources Department has collars for both coyotes and bobcats, with traps set yesterday. They have five collars total and have collared two bobcats and one coyote so far. There were eight coyote sightings in January, mainly due to mating season.
- The Building Services Department received revisions for the West End Upper Beachwalker project from Kiawah Partners, covering the church parcel and the adjacent parcel. Review is expected to take 2-4 weeks.

Ms. Tillerson congratulated Wildlife and Natural Resource staff member Michael Gamble on his two-year anniversary with the Town. She echoed the thanks to Director Harris and Mr. Gottschalk for their storm preparation work.

VIII. **Old Business:**

None

IX. **New Business:**

A. To Consider Approval of *Ordinance 2026-05 - An Ordinance To Amend Article 10 – Utilities, Chapter 2. Utility Services Operating Agreement, Section 10-202. Sewerage - *First Reading**

Mayor Belt explained that this minor amendment to the existing utilities ordinance was requested by the Seabrook Island Utility Commission and the Seabrook Island Town Council as a prerequisite for considering wastewater connection discussions for the municipal center complex.

Council Member Kaye made a motion to approve Ordinance 2026-05 To Amend Article 10 – Utilities, Chapter 2. Utility Services Operating Agreement, Section 10-202. Sewerage on first reading. Council Member Farrell seconded the motion.

Mayor Belt provided background on the Town's efforts to obtain a sewer connection from the Seabrook Island Utility Commission (SIUC). He explained that the Town originally approached SIUC when this facility was built, but received a summary rejection because it did not want additional service obligations outside its municipal limits, despite SIUC providing service to Kiawah River Estates, Freshfields Village, and Cassique. He noted that SIUC's capacity concerns seem inconsistent, given recent additions such as MUSC and Seafields, and its obligations to potentially serve 1,600 additional homes across various developments.

Mayor Belt indicated that more recent discussions with SIUC met with various obstacles. After an initial refusal citing the same reasons, Seabrook suggested technical complexity as the reason, which the Town's engineers confirmed was manageable. Then they demanded a connection at the Freshfields pumping station instead of the nearby force main, which would require extensive permitting through

wetlands and likely take months, if not years. They also indicated a referendum of Seabrook residents would be required and demanded that the Town pay \$25,000 immediately for their costs.

Mayor Belt emphasized the environmental benefits of sewer over septic, particularly given the proximity to Haulover Creek, that Seabrook residents would benefit from expanded Municipal Center facilities (10-15% of arts program attendees are from Seabrook), and noted that the Town would pay all connection costs and non-resident rates, actually subsidizing SIUC operations.

Council Member Spencer questioned why the amendment appears to relieve SIUC of obligations without receiving specific commitments in return. Mayor Belt confirmed this represents a good-faith effort to address SIUC concerns, with the expectation that SIUC will reciprocate by modifying their referendum requirement.

Council Member Farrell sought clarification on the scope and impact of the amendment, which Mayor Belt confirmed applies only to this specific connection and does not affect SIUC's other contractual obligations. The amendment represents the Town's willingness to be a good neighbor and environmental steward, with passage on first reading sending a message that accommodation is possible, while second reading depends on SIUC's response.

After discussion of the implications and Seabrook's motivations, Council Member Farrell then summarized the key points: Kiawah pays all expenses; capacity is equivalent to 10-12 housing units; no precedent has been set for additional property purchases; minimal environmental impact; the Town would waive franchise/business fees; and no referendum would apply. He also noted this would actually save Seabrook residents money since they charge higher rates to outside customers.

Paul Hennessy from the KICA Board sought clarification on whether this ordinance would affect KICA's renegotiation of its Comcast contract. Mayor Belt clarified the changes made in the ordinance, and Council Member Spencer assured him it would not, as it's a private agreement between KICA and Comcast.

Following the discussion, the motion to approve Ordinance 2026-05 on first reading was unanimously approved.

B. To Consider Approval of Ordinance 2026-06 - An Ordinance to Repeal and Replace Article 15 – General Offenses, Chapter 5. – Fish And Wildlife Regulations – First Reading

Mr. Jordan presented the repeal and replacement of the Fish and Wildlife Ordinance, explaining that it follows the same approach as last year's update to the Beach Management Ordinance. The new ordinance addresses obsolete information and adopts the current South Carolina Department of Natural Resources (SCDNR) bag and size limits, rather than referencing specific, outdated limits.

Key changes included:

- Adding definitions section
- Updating to reference current SCDNR bag and size limits rather than obsolete ones
- Adding protection for bobcats, alligators, and all birds (not just birds of prey)
- Prohibiting wildlife feeding (with exemptions for bird feeders and pest control bait)
- Prohibiting the keeping of exotic animals, chickens, ducks, horses, sheep, etc.
- Requiring pet owners to collect and dispose of pet excrement
- Prohibiting chumming on the beach
- Granting Code Enforcement/Beach Patrol authority to restrict surf fishing for safety

Mayor Pro Tem Berner asked about Section 15-506, the exemption for licensed wildlife rehabilitators and nature centers, questioning if the Town was considered one of those. Mr. Jordan confirmed that the Town's wildlife management personnel are exempt from all provisions.

Council Member Farrell made a motion to approve Ordinance 2026-06 to Repeal and Replace Article 15 – General Offenses, Chapter 5. – Fish and Wildlife Regulations on first reading. Mayor Pro Tem Berner seconded the motion.

Mr. McQuillin raised concerns about the chumming prohibition, noting SCDNR takes the position that only they can regulate fishing methods and means. He recommended checking with SCDNR before the second reading, as similar issues have arisen with other coastal municipalities.

Council Members engaged in an in-depth discussion that included the Town's authority to be more restrictive than state law unless specifically preempted, clarification that the Town's exemptions permit necessary safety operations, while the ordinance addresses legitimate safety concerns about fishing activities near swimmers and beach recreation areas, and the balance between supporting fishermen and protecting swimmers and beach safety. Mr. Jordan noted that Section 15-511(C) came directly from the state code regarding watercraft restrictions within 100 yards of the Atlantic coastline.

Following the discussion, the motion to approve Ordinance 2026-06 on first reading was unanimously approved.

C. 2026 Committee and Board Appointments

a. Audit Committee

Council Member Farrell recommended Mr. Jeffrey Cook for a two-year term on the Audit Committee, noting his extensive experience with General Electric corporate audit staff and as CFO of multiple companies.

Council Member Farrell made a motion to approve Jeffrey Cook to the Audit Committee, which was unanimously approved.

b. Board of Zoning Appeals

Mayor Belt stated that the Planning Director recommended Mr. John Degnan for appointment to the Board of Zoning Appeals.

Mayor Belt made a motion to approve John Degnan to the Board of Zoning Appeals, which was unanimously approved.

c. Construction Board of Appeals

Mayor Belt stated that the Building Official recommended Mr. John Gradick and Mr. Matt Beamer for appointment to the Construction Board of Appeals.

Council Member Spencer questioned potential conflicts of interest arising from the appointees' professional backgrounds in the construction trades. Mr. McQuillan clarified that direct financial interests would require recusal, but general industry participation would not preclude service. Ms. Tilterson also noted that the board meets infrequently, with only one hearing since 2013.

Mayor Belt made a motion to approve John Gradick and Matt Beamer to the Construction Board of Appeals, which was unanimously approved.

d. Infrastructure and Public Works Committee

Council Member Spencer reported that all existing members of the Infrastructure and Public Works Committee requested reappointment and recommended their approval to maintain continuity and progress.

Council Member Spencer made a motion to approve all existing members to the Infrastructure and Public Works Committee, which was unanimously approved.

e. Planning Commission

Mayor Belt recommended Mr. Bob Martineau for appointment to the Planning Commission, highlighting his 30 years as an environmental and regulatory lawyer with specific expertise relevant to stormwater regulations.

Mayor Belt made a motion to approve Bob Martineau to the Planning Commission, which was unanimously approved.

f. SATAX Committee

Council Member Farrell recommended reappointing all existing members, plus new member Bill Richardson, who brings 50 years of experience in the hotel industry, with experience relevant to Accommodation Tax issues, and serves as a director on American Commerce Bank's Board and Audit Committee.

Council Member Farrell made a motion to approve all existing members, and Bill Richardson was appointed to the SATAX Committee, which was unanimously approved.

X. **Citizens' Comments:**

Bill Mann - 13 Buffalo Head Drive

Mr. Mann addressed two issues. The first was regarding the Captain Sams Spit Army Corps of Engineers application. Mr. Mann, who has 30 years of Section 404 permit review experience, described the application as "appallingly incomplete" and recommended the Corps withdraw it pending a complete resubmission. He particularly noted the critical issue of land ownership that the Corps must review.

Second, Mann praised the coordination efforts during the power outage but identified communication gaps. Despite being out of power for 8.5 hours as one of the last areas restored, he didn't receive timely information about the situation. He emphasized the need for better emergency communication tools that can reach all island residents, noting that both the Town and KICA messaging systems had deficiencies during the event.

Council Members acknowledged the communication challenges, with Mayor Belt noting the inherent difficulties when field crews and corporate offices have different information, and situations change hourly. They discussed ongoing efforts to improve coordination between island organizations for emergency communications.

XI. **Executive Session:**

Mayor Belt made a motion to enter into the Executive Session regarding pending Captain Sams Spit litigation and the settlement of a pending BZA matter. Council Member Spencer seconded the motion, and it was unanimously approved.

- A. Executive Session - in accordance with SC Code Section 30-4-70(a)(2) to receive legal advice protected by the attorney-client privilege concerning the settlement status of Captain Sams Spit litigation and the discussion of the settlement offer concerning the pending BZA Appeal (2025-CP-10-06113).

Upon returning to open session, Council may take action upon matters discussed in Executive Session.

Mayor Belt made a motion to exit the Executive Session and return to the Regular Session. Council Member Spencer seconded the motion, and it was unanimously approved.

Mayor Belt reported that during the Executive Session, no decisions had been made regarding Captain Sams Spits litigation matters.

Council Member Farrell made a motion to authorize counsel to negotiate a settlement agreement for the BZA Appeal issue as discussed in Executive Session. Council Member Spencer seconded the motion, and it was unanimously approved.

XII. Council Member Comments:

Council members had no additional comments.

XIII. Adjournment:

With no further business, Mayor Belt adjourned the meeting at 3:32 pm.

Submitted by,

Petra S. Reynolds, Town Clerk

Date

DRAFT



TAB 2

TOWN COUNCIL

Agenda Item

SPECIAL CALL TOWN COUNCIL

Kiawah Island Community Association

Bobcat Hall

February 26, 2026, 2:30 pm

Minutes

I. **Call to Order:** *Mayor Belt called the meeting to order at 2:30 pm.*

II. **Roll Call:**

Present at the Meeting: Bradley Belt, *Mayor*
Russell Berner, *Mayor Pro Tem*
Madeleine Kaye, *Council Member*
Lance Spencer, *Council Member*

Present via Zoom: Luke Farrell, *Council Member*
Ross Appel, *Consulting Attorney*

Also Present: Stephanie Monroe Tillerson, *Town Administrator*
Dorota Szubert, *Finance Director*

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

No citizens' comments were made.

IV. **New Business:**

A. To Consider Approval of Island Beach Services, LLC dba Barrier Island Ocean Rescue Contract for Beach Patrol and Code Enforcement Services

Mayor Belt explained that approving the contract with Island Beach Services, LLC dba Barrier Island Ocean Rescue, would allow them to resume providing both beach patrol and code enforcement services. He noted that they have performed those services extraordinarily well over the past approximately 17 years. Council members agreed that the company has done a great job, with no doubt about its performance.

Mayor Pro Tem Berner made a motion to approve the Island Beach Services, LLC dba Barrier Island Ocean Rescue Contract for Beach Patrol and Code Enforcement Services. Mr. Spencer seconded the motion, and it was unanimously approved.

V. **Executive Session:**

A. Executive Session, in accordance with SC Code Section 30-4-70(a)(2), to receive legal advice protected by the attorney-client privilege concerning the settlement of Captain Sams Spit.

Upon returning to open session, the Council may take action upon matters discussed in Executive Session.

Mayor Pro Tem Berner made a motion to enter Executive Session to receive legal advice, protected by the attorney-client privilege, concerning the settlement of Captain Sams Spit. Council Member Kaye seconded the motion, and it was unanimously approved.

Mayor Pro Tem Berner made a motion to leave the Executive Session and return to the Regular session. Council Member Kaye seconded the motion, and it was unanimously approved.

Mayor Belt confirmed that Council received advice of counsel during the Executive Session, but no decisions were made, and no votes were taken.

Council Member Spencer made a motion to approve the terms of the settlement agreement and conservation easement discussed in Executive Session and authorize the Mayor to execute the settlement agreement upon its approval by the State Fiscal Accountability Authority. Mayor Pro Tem Berner seconded the motion, and it was unanimously approved.

Mayor Belt provided a detailed explanation of the action just taken by Council, noting he would avoid substantive discussion of the settlement agreement itself. He announced that a community meeting would be held on Monday afternoon, with notice to be sent out shortly, where the community would have an opportunity to hear what is in the agreement, what remains to be done before it becomes final, and to ask questions.

The Mayor explained that this represents a significant event in the history of collective efforts to preserve and protect Captain Sams Spit and provide continued public access to Beachwalker Park and the beach in perpetuity.

Mayor Belt stated that approximately two years ago, the Town, Community Association, and the Kiawah Conservancy (now the Conservancy of the Sea Islands) filed a lawsuit against Kiawah Partners regarding certain provisions of the ARDA (Amended and Restated Development Agreement), which was pending. He noted that another piece of litigation was commenced in 2008-2009 by Kiawah Partners against the State of South Carolina regarding Captain Sam Spit.

About a year ago, all parties mutually agreed to combine these two legal matters in mediation, and the current settlement agreement represents the culmination of that process. All parties to both litigation matters have agreed to a settlement agreement, though certain conditions subsequent must be satisfied before the agreement becomes final.

The Mayor emphasized the extraordinary collaborative effort among the Town, the Community Association, and the Conservancy, including their leadership, staff, internal and external counsel, throughout this complex process. He highlighted that the Town had two primary objectives: preserving Captain Sam Spit in its largely natural state in perpetuity and protecting continued public access to Beachwalker Park and the beach of Kiawah. This settlement agreement would achieve both objectives and more.

VI. Council Member Comments:

No Council Members offered additional comments.

VII. Citizens' Comments:

Paul Hennessy asked whether the transaction and settlement agreement was pending other parties' approval. Mayor Belt clarified that while the Town has approved the settlement agreement, at least one other Kiawah constituent body had approved it this week, and Kiawah Partners will consider the agreement. It was also his understanding that all the relevant state bodies involved in the litigation had agreed to the terms of the settlement agreement.

The citizen sought clarification on whether this was being conveyed to the community as “a done deal.” The Mayor reiterated that what was completed, or “a done deal,” was an agreement on the terms of the settlement, but the settlement itself contained a number of conditions subsequent that had to be achieved before it ultimately became final. He emphasized that all relevant parties to the litigation had agreed on the terms, some of which include subsequent actions, including critically important actions to be undertaken by the state.

VIII. Adjournment:

With no further business, Mayor Pro Tem Berner made a motion to adjourn the meeting at 3:32 pm. Council Member Kaye seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Date

DRAFT



TAB 3

TOWN COUNCIL

Agenda Item

TOWN COUNCIL
Municipal Center Council Chambers
March 3, 2026, 2025, 1:00 pm

Minutes

I. Call to Order: Mayor Belt called the meeting to order at 1:00 pm.

II. Pledge of Allegiance

III. Roll Call:

Present at the Meeting: Bradley Belt, Mayor
Luke Farrell, Council Member
Madeleine Kaye, Council Member
Lance Spencer, Council Member

Present via Zoom: Russell Berner, Mayor Pro Tem

Also Present: Stephanie Monroe Tillerson, Town Administrator
Mac McQuillin, Town Attorney
John Taylor, Jr., Planning Director
Jim Jordan, Wildlife Biologist

IV. Approval of Minutes:

A. Minutes of the Town Council Meeting of February 3, 2026

Mayor Belt requested that approval of the minutes from the last Council meeting be deferred, as neither he nor the Town Administrator had sufficient time to review them. Council Members had no objection.

V. Citizens' Comments (Agenda Items Only):

Carol Mendendorp – Parkside

Ms. Mendendorp addressed the Council regarding beach operations, expressing hope that the Council would consider wildlife impacts when deciding what items may remain on the beach. She noted that while trucks currently arrive empty to set up beach equipment, many items could be transported daily rather than stored on the beach overnight throughout the summer.

VI. Updates:

A. Mayor

Mayor Belt provided updates on several key matters. He briefly mentioned the Sams Spit litigation settlement that Council had approved the previous week, noting that yesterday's packed meeting demonstrated significant community interest. He explained that although the settlement agreement is final among all parties, it remains subject to conditions, including approval by the State Fiscal Accountability Authority, scheduled for March 31.

Mayor Belt also reported on the Council's approval of the new four-year contract with Barrier Island Ocean Rescue for beach patrol and code enforcement services. He indicated that the contract took considerable time to finalize due to distinct legal issues surrounding the roles and responsibilities of providing lifeguard services versus code enforcement services. Though it took longer than anticipated because the contract had been in place for a long time without being updated, he commended both attorneys for working out the issues. The Mayor also noted that the Town is

currently undergoing a systematic process to modernize all its contractual agreements with outside service providers.

Mayor Belt expressed disappointment over persistent violations by property owners who are conducting unpermitted work in dune fields, stating that the Town will pursue every legal recourse to stop such destructive behavior. He also addressed ongoing speeding problems on Kiawah Island Parkway, citing data showing drivers exceed speed limits by 20+ mph, as well as recent pedestrian-bicycle accidents. He announced increased enforcement coordination with the Charleston County Sheriff's Office and consideration of further speed limit reductions if necessary.

Mayor Belt commended the Kiawah Arts Council for its continued good work. He noted the recent packed-house performance by magician Mike Super, who he was told was quite entertaining, as well as upcoming performances, including Andrew Armstrong's sextet and Quentin Baxter's event.

B. Council Members

Mayor Pro Tem Berner

Mayor Pro Tem Berner emphasized the critical need for proper stops at the Cassique/Kiawah Island Parkway intersection following a recent accident and requested increased enforcement by deputies at this dangerous location. He announced that his Public Safety Committee would discuss additional measures next week.

Mayor Pro Tem Berner also reported progress in shortlisting construction management firms, reducing the list from 12 to 6 candidates for the Civic and Cultural Center project, and expressed excitement about approaching the groundbreaking.

Mayor Pro Tem Berner briefly mentioned ongoing work with Council Member Kaye on resiliency issues, noting that they would meet with resiliency officers from other jurisdictions to discuss their efforts.

Council Member Kaye

Council Member Kaye provided extensive updates on multiple initiatives.

- Meetings with resiliency officers from Hilton Head, City of Charleston, Sullivan's Island, and upcoming meetings with Folly Beach to develop a Kiawah-specific resiliency officer job description. She noted the significant differences between Charleston's water-focused billion-dollar projects with the Army Corps of Engineers and the issues on Sullivan's Island, which are more similar to Kiawah's challenges. She also noted that, looking at municipalities farther up the East Coast, there is tremendous diversity in approaches to resiliency.
- The collaboration with Council Member Spencer on expanding the Weston and Sampson stormwater project to ensure a comprehensive evaluation of stormwater threats across the island.
- The successful launch of the Kiawah Conversations program, with maximum attendance for the first two programs on turtles and birds, and the upcoming field trip to the North Charleston recycling center, which filled to capacity within 24-48 hours.
- The crucial meeting with pest control companies regarding second-generation anticoagulant pesticides (SGAs) that have severely impacted the bobcat population. Despite the recent births of two healthy pups, several adults have died from SGA poisoning. The meeting with 16 of 31 licensed companies resulted in agreements for continuing education and pesticide testing in black boxes. She urgently requested more community volunteers because testing 27 properties yielded only 8 samples, with many boxes missing or empty.

Council Member Farrell

Council Member Farrell reported that work had begun on a long-term capital project list for strategic planning over the next 5-10 years, including where to allocate and prioritize capital. The purpose is to understand the impacts on the balance sheet, cash flow, and restricted and unrestricted funds. This planning supports the Civic and Cultural Center project and helps determine the best financing approach while accounting for future capital needs.

Council Member Farrell indicated that the preparation of the annual budget for the next fiscal year was in progress, with the first draft presented at the earlier Ways and Means Committee meeting. He noted that this year's budgeting would likely be very different due to capital expenditures associated with the Civic and Cultural Center facility and other projects.

Council Member Spencer

Council Member Spencer thanked Mayor Belt for his leadership over the last several years on the Captain Sams resolution and acknowledged the work and time many people contributed to resolving it.

Agreeing with Mayor Pro Tem Berner's earlier comment, he also recommended that the Charleston County Sheriff's Office focus its enforcement efforts on rolling stops and intersection violations.

Council Member Spencer reported on the Infrastructure and Public Works Committee meetings:

- Representatives from the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) regarding transit connectivity improvements for the Kiawah-Seabrook area. The solution is unknown, but there are a variety of solutions that CARTA (Charleston Area Regional Transportation Authority) and BDCCOG can provide and assist with. He would continue working with them to engage with the community, major stakeholders, and employers.
- Berkeley Electric's presentation on recent outages and reinvestment efforts, appreciating their engagement with Town leadership and the Kiawah Island Community Association. The utility company provided information on billing spikes and equipment-damage concerns, with follow-up communications distributed through community channels.

C. Administrator

Ms. Tillerson reported on the following:

- Mr. Jordan's Department continues their trapping efforts, having captured four bobcats and one coyote against goals of six and two, respectively
- Tomorrow's Planning Commission meeting will cover beach overlay and modifications to parking standards
- The annual disaster awareness event is scheduled for May 20th at Town Hall

Regarding the civic and cultural center, Ms. Tillerson reported on the following:

- The Ad Hoc Civic and Cultural Center Committee's kickoff meeting was held with the Caplea Coe architectural team. They are currently progressing toward schematic designs, with completion expected within days.
- The Construction Management at Risk Services (CMaR) selection process narrowed the 11 proposals to 6 finalists, with the distribution of an RFP (Request for Proposals) planned for Thursday and the final CMaR recommendation targeted for the end of the month.

Ms. Tillerson congratulated employees on their service anniversaries: Kent Bold (13 years), Meredith Blair (1 year), and Tia Brown (1 year).

Environmental/Wildlife Director Update

Mr. Jordan provided updates on the beach nourishment permit application submitted in March 2025 for potential east end erosion work. Action on the permit is close to being taken, but it is probably still a couple of months away.

The primary delay involved the Fish and Wildlife Service's development of a programmatic biological opinion covering all beach projects rather than project-specific reviews. The programmatic biological opinion was finalized last month, and Kiawah received a tier 2 designation as a high loggerhead-nesting beach, which entails certain mitigation requirements.

Mr. Jordan submitted the Tier 2 form last week, expecting state permit approval within two months, followed by Army Corps review. The permit would be valid for five years, though current conditions don't require immediate implementation. He confirmed that the problematic flushing channel has largely dried up and that the inlet has naturally relocated eastward, effectively resolving the major erosion concerns through natural processes.

VII. Old Business:

A. To Consider Approval of Ordinance 2026-06 - An Ordinance to Repeal and Replace Article 15 – General Offenses, Chapter 5. – Fish and Wildlife Regulations – *Second and Final Reading*

Mayor Belt stated that the first reading of Ordinance 2026-06 was approved at the last Town Council meeting, and no additional comments had been received from Council Members or the public.

Council Member Kaye moved to approve Ordinance 2026-06 to Repeal and Replace Article 15 – General Offenses, Chapter 5. – Fish and Wildlife Regulations on second and final reading. Council Member Farrell seconded the motion, and it was unanimously approved.

VIII. New Business:

A. To Consider Approval of Ordinance 2026-01 - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts. Sec. 12-62. Zoning Map to Amend the Key Locations Map to modify the Fixed Dock Designation to allow a Floating Dock at the Subject Property, 245 Eagle Point Road, Kiawah Island, SC (TMS# 265-02-00-167) – *Public Hearing and First Reading*

B. To Consider Approval of Ordinance 2026-02 - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts. Section 12-78. Dock Key Locations to modify the Fixed Dock Designation to allow a Floating Dock at the Subject Property, 245 Eagle Point Rd, Kiawah Island, SC (TMS# 265-02-00-167) – *Public Hearing and First Reading*

Mr. Taylor explained that both ordinances involve the same property at 245 Eagle Point Road, where applicant John Weiss seeks to change the designation from fixed dock to floating dock. After the initial Planning Commission review, the matter was remanded to the Planning Commission for additional engineering information to address potential impacts. The Planning Commission subsequently voted unanimously for approval after the applicant provided detailed engineering data, and neighboring objections were withdrawn following clarification.

The change would create a floating designation number 37 while reducing the existing fixed dock shoreline authorization from 600 to 200 linear feet. Planning Commission members conducted site visits and noted consistency with the nearby floating dock, designated as number 36.

Council Member Kaye made a motion to go into a Public Hearing. Council Member Farrell seconded the motion, and it was unanimously approved.

No public comments were received during the public hearing.

Council Member Kaye made a motion to return to Regular Session. Council Member Farrell seconded the motion, and it was unanimously approved.

Council Member Farrell made a motion to approve both Ordinance 2026-01 and 2026-02 amending Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning on first reading. Council Member Kaye seconded the motion.

Council Member Farrell noted his site visit and conversations with neighbors, observing that the dock-building permit requirements and railing-height specifications resolved the primary concerns. The change creates consistency with other floating designations on the west side of the island.

Following further discussion, the motion was unanimously approved.

C. To Consider Approval of **Ordinance 2026-07 - An Ordinance of the Town Council of the Town of Kiawah Island, South Carolina, Annexing a Portion of Road S-20 (Betsy Kerrison Parkway) Right-Of-Way into the Corporate Limits of the Town of Kiawah Island Pursuant to S.C. Code Ann. Section 5-3-110, and Providing for Related Matters – **First Reading****

Mayor Belt explained that this ordinance would formally annex, into the Town, the road and right-of-way conveyed by the state for 0.36 miles of the inbound lane of Betsy Kerrison Parkway, from Resurrection Road to the roundabout. While the Town already owns and maintains this section, annexation would bring it within municipal borders rather than unincorporated Charleston County, allowing enforcement of municipal ordinances and zoning codes.

The Mayor emphasized that this follows separate statutory provisions from the complex annexation procedures developed for private property annexation requests, noting the Town has already absorbed all associated costs regardless of annexation status.

Council Member Farrell made a motion to approve Ordinance 2026-07, annexing a portion of road S-20 (Betsy Kerrison Parkway) Right-of-Way into the Corporate Limits of the Town of Kiawah Island, on first reading. Council Member Kaye seconded the motion.

Following further discussion, the motion was unanimously approved.

Mayor Belt noted ongoing discussions with Charleston County regarding the acquisition of the outbound lane, with meetings scheduled between Town and county leadership next week.

D. To Consider Approval of the Town of Kiawah Island’s Recommended Appointee to Fill an Open Seat on the St. Johns Fire District Commission, Subject to Charleston County Council Approval

Ms. Tillerson explained the appointment process for the two Town representatives on the St. Johns Fire Department Commission, noting the vacancy created by Bill Thomae's relocation. Following the County's opening of the application portal and the Town's communications soliciting applications from residents, Mr. Stuart Wallman submitted the only timely application that met the qualifications.

Ms. Tillerson reported that the Public Safety Committee would like the Town Council to consider approval of the recommendation to the Charleston County Council for Mr. Wallman.

Council Member Kaye made a motion to approve the Public Safety Committee’s recommendation of Stuart Wallman’s appointment to the St. Johns Fire District Commission. Council Member Farrell seconded the motion, and it was unanimously approved.

E. To Consider Approval of the Beach Operation Agreements

Mayor Belt provided context on the expired beach operation agreements, and they are now set to expire simultaneously for coordinated consideration. He noted the working group involving the Resort, Kiawah Island Club, KICA, and ARB (Architectural Review Board) that addressed aesthetic considerations and storage standardization, and reached agreement on limited overnight storage with consistent storage design, rather than daily transport.

Council Member Farrell outlined the Ways and Means (W&M) Committee's analysis using three groupings: Coastal Expeditions, Barrier Island Beach Services, and the Resort/Club entities. The committee evaluated contracts based on standardization, vehicle access definitions, cost structures, and service levels.

1. Coastal Expeditions, Inc

Council Member Farrell described Coastal Expeditions as an environmental education boat service operating from Kiawah River to the eastern island, running sunrise to sunset with a maximum of 25 groups and approximately 5 daily trips. The fee structure is 3% of the previous year's receipts.

Council Member Farrell moved to approve the Coastal Expeditions beach operations agreement. Mayor Pro Tem Berner seconded the motion, and it was unanimously approved.

2. Kiawah Island Inn Company
3. Kiawah Island Club Holdings, LLC
 - (a) Beach Club
 - (b) Cape Club

Council Member Farrell explained the W&M Committee's analysis, which used a per-chair-per-day calculation based on a 90-day peak-season window, finding that Barrier Island Beach Services pays \$1.83 per chair per day. The W&M Committee found significant disparities in existing private entity fees: Beach Club at \$0.17 per chair, Resort at \$0.42 per chair, and Cape Club at \$0.74 per chair.

Council Member Farrell stated that the W&M Committee recommended standardizing calculations based on per-chair usage rather than on area or boardwalk access, and setting private-entity rates at \$1.75 per chair per day for the 90-day window. This provides slight savings versus the for-profit rate while addressing administrative costs and fairness concerns.

Council Member Farrell stated that the W&M Committee also recommended reviewing and more clearly defining the access requirements. He noted that an amendment will be coming forward that will include not just the type of vehicle but also how they would access the area, so there wouldn't be unnecessary traffic going up and down the beach.

Mr. Roger Warren, President of the Resort, questioned the dramatic increase in the annual fee from \$7,500 to approximately double that amount under the new calculation method. He requested time to analyze the impact and suggested tracking actual usage data for the first year to establish realistic baselines.

Council Member Spencer identified discrepancies in operating areas and entity names that require correction, and agreed with the need for more specific vehicle-access language to limit unnecessary beach traffic between locations.

Given the unresolved operational details, financial calculations, and mapping issues that require further refinement, Mayor Belt recommended deferring consideration to allow for the proper resolution of these complex matters.

Council Member made a motion to defer consideration of the Kiawah Island Inn Company and Kiawah Island Club Holdings Beach and Cape Club beach operations agreements until the next council meeting. Council Member Kaye seconded the motion.

Council Member Farrell asked for clarification on the two different entities putting chairs on the beach around the Sanctuary. Mr. Warren explained that Sanctuary services only sanctuary guests, and that the large oceanfront parcel next to the Sanctuary serves people in the Villa program.

Following the discussion, the motion was unanimously approved.

4. Barrier Island Beach Service, LLC

Council Member Farrell detailed this long-term for-profit contract allowing up to 2,000 chairs (typically paired with umbrellas) to operate across the beach, except in designated areas, with annual fees of \$330,000 or 30% of gross receipts, whichever is greater. The operator maintains appropriate insurance and observes property buffers.

Mayor Pro Tem Berner made a motion to approve the Barrier Island Beach Services beach operations agreement. Council Member Kaye seconded the motion.

Council Member Kaye questioned the 2000 chair number. Ms. Tillerson clarified that the 2000-chair maximum applies only during peak periods, such as July 4th, with regular operations using approximately 1300-1600 chairs. Trevor Cyrulik of Barrier Island Beach Services explained that they operate on a demand-based deployment model and make seasonal adjustments.

Council Member Kaye questioned the number of chairs left overnight on the beach. Mr. Cyrulik explained their operations: three trucks, each carrying 55-60 chairs, and 30 umbrella boxes over seven miles, with additional equipment and chairs stored via **cables and posts**. He emphasized their 41-year island experience and immediate response to Turtle Patrol Coordinator Lynn Segar's requests.

Following the discussion, the motion was unanimously approved.

F. 2026 Committee and Board Appointments

a. Environmental Committee

Council Member Kaye recommended Mr. Steen Peterson for appointment to the Environmental Committee, describing his two-year commitment to environmental activities, including shorebird steward and bluebird programs. She praised his comprehensive knowledge of the Town's environmental issues and his characterization as an action-oriented contributor rather than just an idea generator.

Council Member Spencer endorsed Mr. Peterson's community involvement and thorough preparation for various activities and meetings.

Council Member Kaye made a motion to appoint Mr. Peterson to the Environmental Committee. Council Member Spencer seconded the motion, and it was unanimously approved.

b. Public Safety Committee

On behalf of Mayor Pro Tem Berner, Ms. Tillerson reviewed the recommendation of Mr. Michael Lamb and Ms. Laura Gibbs for appointment to the Public Safety Committee. She explained Mr. Lamb's role as the new Director of Public Safety for the Kiawah Island Community Association, previously serving as Chief of Police in Asheville, North Carolina. Ms. Gibbs brings extensive experience as a shorebird steward and demonstrates community engagement.

Mayor Pro Tem Berner made a motion to appoint Mr. Lamb and Ms. Gibbs to the Public Safety Committee. The motion was unanimously approved.

c. Resiliency Committee

Council Member Kaye recommended Ms. Jennifer Garr and Ms. Stacy Coyle for Resiliency Committee appointments. She described Ms. Garr's unique background in global marketing and branding with major agencies like J. Walter Thompson, as well as environmental leadership roles, including Friends of the Lowline Charleston, the Charleston Horticultural Society, the Parks Conservancy, and the Coastal Conservation Service.

Ms. Coyle brings legal education and teaching experience at the University of Michigan School of Environment and Sustainability, including popular courses such as Introduction to Water Law. Council Member Kaye emphasized her expertise in resilience issues, particularly groundwater-surface water relationships, pesticides, invasive species, flooding, and sea-level rise, providing knowledge currently lacking on the committee.

Council Member Kaye made a motion to appoint Ms. Garr and Ms. Coyle to the Resiliency Committee. Council Member Farrell seconded the motion, and it was unanimously approved.

IX. Citizens' Comments:

No citizen comments were provided.

X. Council Member Comments:

Council Member Farrell expressed appreciation for everyone's work on the Captain Sams Spit settlement negotiation, noting the long process is not complete pending state appropriation approval, but achieving the goal of perpetual preservation represents a significant accomplishment.

Council Member Kaye specifically thanked Mayor Belt for his leadership and extensive investment in research for the Captain Sams project, calling it a potential legacy achievement. Mayor Belt acknowledged the collaborative team effort involving numerous lawyers and emphasized that, despite differing interests, all parties approached the negotiations with open minds and good intentions. He noted that continued work remains before final resolution. Still, he recognized the remarkable achievement of reaching this settlement stage and thanked all parties, including the Kiawah Island Community Association and Conservancy representatives.

XI. Adjournment:

Council Member Farrell made a motion to adjourn the meeting at 2:31 pm. Council Member Kaye seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Date



TAB 4

TOWN COUNCIL

Agenda Item

Town of Kiawah Island Zoning Ordinance Amendment Request
Case AZO25-000009 Case History

Planning Commission Meeting: September 10, 2025
Town Council Workshop: September 23, 2025
First Reading: October 14, 2025
Public Hearing: November 4, 2025
Planning Commission Workshop: December 3, 2025
Planning Commission Workshop: December 3, 2025
Planning Commission Meeting: February 4, 2026
Planning Commission Meeting: March 4, 2026
Second Reading:

CASE INFORMATION

Applicant: Town of Kiawah Island

Application: The Town of Kiawah is requesting to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to create a beachfront overlay zoning district to protect the integrity, natural function and resilience of beaches, dunes, and coastal systems.

The proposed beachfront overlay district aims to address impacts of dune encroachment, character preservation, loss of critical habitat, and the preservation of the integrity of a key natural resource for Kiawah Island. The proposed overlay zoning district establishes a consistent transition buffer zone between the built environment and the beach and dune system.

Kiawah Beachfront Contextual Factors:

- Kiawah's developed beachfront properties are largely single family residential.
- Remaining undeveloped parcels are principally non-single family residential properties owned by Kiawah Island Golf Resort (West Beach - Old Inn Site, East Beach - Sanctuary).
- Recent multifamily developments have created larger massed structures with more prominent visual presence and impact to beach profile.
- The vast majority of Kiawah's beachfront has been conveyed to the Kiawah Island Community Association, adding a unique protection layer.
- Kiawah beachfront uniquely has parcels which extend to the MHW (West End – Timbers, Cape) (Royal Beach).
- Beachfront Setbacks: Rear setbacks vary for properties adjacent to the beachfront. They range from 20' to 120' depending on location and zoning district. Majority of rear setbacks are 25', 30', 50', or 120' measured from the rear property line. Property rear setbacks also factor in height of structures as the oceanfront setbacks for RST-2 Resort Zoning District include tiered heights lower closer to the ocean.
- Beachfront jurisdictional lines encroach in varied locations across the beach and dune system. These include developed lots along Eugenia Ave, which create areas of concern for long-term resiliency.
- TOKI has recently modified its Beachfront Jurisdiction and Management Ordinance, broadening the definition of beach to encompass primary dune.
- 2018 SC Beachfront Jurisdictional Lines provide a mapped reference point.
- South Carolina Code of Laws §48-39-280 requires SCDES BCM to establish and periodically review two beachfront jurisdictional lines - the baseline and the setback line - which delineate the extent of the state's direct permitting authority for activities proposed within the beach/dune system critical area. The baseline is the more seaward (towards the ocean) line, while the setback line is the landward (towards the land) line. South Carolina will be updating the jurisdictional lines in 2026.

The proposed ordinance organizes additional beachfront standards within established buffer zones along the beachfront for the following intents and purposes.

- (1) Protect the integrity, natural function and resilience of beaches, dunes, and coastal systems thereby supporting coastal resilience and reducing risk to life, property and infrastructure;
- (2) Balance the reasonable use of private property with the long-term public interest in preserving Kiawah Island's coastal resources;
- (3) Protect the aesthetic value and character of Kiawah by Living with Nature as described in the Comprehensive Plan;
- (4) Preserve sensitive wildlife habitat, ecosystems and maritime forests;
- (5) Encourage development practices that are adaptable to changing coastal conditions;
- (6) Promote environmental stewardship aligning with the goals of the Comprehensive Plan; and
- (7) Minimize future costs associated with erosion, flooding, and storm damage.

Key Factors of the Proposed Ordinance:

- Two buffer zones are established utilizing the 2018 SC Beachfront Jurisdictional Lines. The 2018 jurisdictional lines represent a consistent, known and measurable line that can be applied to surveys and site plans for proposed developments. It is anticipated that future jurisdictional baselines will not move any closer to the ocean, however, should future baselines move, the 2018 baseline creates a frame of reference for existing and future development as much of the ocean front properties have been developed.
- The ordinance does incorporate a clause should there be a need to reconsider the boundaries of the BOD, that the Planning Commission shall provide a recommendation to Town Council determining any adjustment to the district boundaries.
- The authorized uses of the underlying zoning district remain in place for the BOD.
- Seawalls, bulkheads or other hard erosion control structures are prohibited. Please note the referenced studies which highlight how seawalls increase erosion through wave reflection, reduce biodiversity, starve adjacent beaches of sediment and emphasize the importance of preserving natural dune systems and implementing living shoreline strategies (e.g., oyster reefs, dune restoration) as resilient and ecologically sound alternatives.
 - Seawalls are often considered visually unappealing and detract from the natural beauty of the coastline, which is important for tourism and recreation in coastal towns.
 - Seawalls stop the natural landward migration of the beach, causing it to narrow and eventually disappear in front of the wall as sea levels rise. As beaches narrow due to erosion caused by seawalls, access to the beach can become limited or even unsafe. Wave energy reflected off the seawall can scour the base of the wall and increase erosion on adjacent, unprotected beaches.
 - Seawalls replace natural sandy beach habitat with a hard, artificial structure, negatively impacting plants and animals that depend on the beach for nesting, breeding, and foraging. Studies have shown that beaches with seawalls have fewer and smaller intertidal species and significantly lower numbers of shorebirds and other birds compared to unarmored beaches.
- The ordinance increases oversight of dune and wildlife habitat protection by requiring coordination with the Town's Environmental & Natural Resources Department for development projects impacting the beachfront.

- The ordinance links the existing tree preservation and landscaping ordinance with additional language specifically addressing vegetation within the established buffer zones. Additionally exempts landscaping provisions for golf courses regarding the established buffer zones.
- Existing structures within any of the established buffer zones would be nonconforming and would now be subject to the standards set forth in 12-192. Nonconforming structures.
- Given the imposed standards of the defined buffer zones, the proposed BOD also incorporates administrative relief for thresholds of impacts to buildable areas of properties where relief may be needed. Criteria are provided in order to achieve administrative relief in the form of reduced front setbacks and increased coverage allowances within Buffer Zone B. i

RECOMMENDATION BY THE PLANNING COMMISSION

Pursuant to §12-158(3) of the *Land Use Planning and Zoning Ordinance* “The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission’s recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of Planning Commission members present, and voting shall be required to approve the amendment.”

DECISION ON AMENDMENT BY THE TOWN COUNCIL

Pursuant to §12-158(5) of the *Land Use Planning and Zoning Ordinance* “After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications, or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present, and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.

APPROVAL CRITERIA

Pursuant to §12-158(6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- a. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;
- b. The proposed amendment is consistent with the purposes and intent of this article;
- c. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;
- d. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.

PLANNING STAFF REVIEW SEPTEMBER 10, 2025

The proposed ordinance establishes a consistent transition buffer zone between the built environment and the beach and dune system. Planning staff outlines the following elements that support the proposed beachfront overlay zoning district.

- i. **Protects the integrity of Kiawah's dunes.**
- ii. **Protects the aesthetic value and supports development that is compatible with Kiawah's Living with Nature principle.**
- iii. **Protects sensitive habitat and ecosystems and promotes environmental stewardship.**
- iv. **Creates consistency in an array of development standards along the beachfront.**
- v. **Embraces ecotourism for Kiawah's key natural resource.**
- vi. **Aligns resiliency goals of the comprehensive plan and marsh management plan and reduces demand for hard armoring.**

The proposed ordinance considers existing structures potentially impacted by proposed standard reinforcing nonconformity status.

Pursuant to SC Code Title 48 - Environmental Protection and Conservation, Chapter 39, Coastal Tidelands and Wetlands, the proposed regulations will require review and approval by the South Carolina Department of Environmental services, specifically the Bureau of Coastal Management.

SECTION 48-39-100. Plan developed in cooperation with local governments.

(A) The management program specified in Section 48-39-90 shall be developed in complete cooperation with affected local governments in the coastal zone. This cooperation shall include, but not be limited to:

(1) Involvement of local governments or their designees in the management program.

(2) Provision of technical assistance and grants to aid local governments in carrying out their responsibilities under this chapter.

(3) Dissemination of improved informational data on coastal resources to local and regional governmental units.

(4) Recommendations to local and regional governmental units as to needed modifications or alterations in local ordinances that become apparent as a result of the generation of improved and more comprehensive information.

(B) Any city or county that is currently enforcing a zoning ordinance, subdivision regulation or building code, a part of which applies to critical areas, shall submit the elements of such ordinances and regulations applying to critical areas to the department for review. The department shall evaluate such ordinances and plans to determine that they meet the provisions of this chapter and rules and regulations promulgated hereunder. Upon determination and approval by the department, such ordinances and regulations shall be adopted by the department, followed by the department in meeting its permit responsibilities under this chapter and integrated into the Department's Coastal Management Program. Any change or modification in the elements of approved zoning ordinances, subdivision regulations or building codes applying to critical areas shall be disapproved by the department if it is not in compliance with the provisions of this chapter and rules and regulations promulgated hereunder.

Planning staff finds the proposed amendment satisfies the approval criteria pursuant to §12-158(6) and recommends approval with the following conditions.

- 1) The South Carolina Department of Environmental Services Bureau of Coastal Management provides, review and affirms required coordination for consistency with its Coastal Management Program.**

PLANNING COMMISSION MEETING SEPTEMBER 10, 2025

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

Planning Commission recommended approval by a vote 6 to 0.

The recommendation incorporates some preliminary feedback shared by the Department of Environmental Services Bureau of Coastal Management regarding jurisdictional review authority.

Planning Commission also recommended amending Sec. 12-129. Tree Preservation and Landscaping Standards to address shrub and maritime forest along the ocean front that is anticipated to be brought before the Planning Commission for recommendation at a later date.

TOWN COUNCIL WORKSHOP SEPTEMBER 23, 2025

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

Town Council reviewed and discussed proposed ordinance, discussing nonconforming structures with regard to the proposed beach overlay. Planning staff noted the potential amendments for further discussion and approval at the next Town Council meeting.

TOWN COUNCIL MEETING OCTOBER 14, 2025

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

Town Council unanimously voted to approve the proposed ordinance on first reading.

TOWN COUNCIL PUBLIC HEARING NOVEMBER, 4 2025

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

Public Hearing – Supplementary Packet of received written public comments have been included.

Public comments to date involve understanding of the effect of the proposed overlay and concerns from property owners along Eugenia Avenue of existing structures.

PLANNING COMMISSION WORKSHOP DECEMBER 3, 2025

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

Planning staff presented at the November 10, 2025 Kiawah Island Community Association Board

meeting, in which some concerns were raised regarding the implication of the overlay to regular maintenance and view pruning within the proposed buffer zones. Staff recommends the Planning Commission further review the tree preservation and landscaping ordinance to ensure clarity regarding vegetation and the beach overlay zoning district.

PLANNING COMMISSION MEETING DECEMBER 3, 2025

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

Commissioners discussed the need to potentially modify the approach to the 50-foot buffer zones to account for different conditions along the beach, particularly in the Eugenia area versus other parts of the island. They also discussed refining the purpose of the ordinance, with commissioners suggesting focusing more on beachfront protection and coastal resilience rather than maintaining ocean views as well as addressing the golf course landscaping requirements that were accidentally overlooked in the current draft.

The Planning Commission voted unanimously to table Ordinance 2025-21 for further review.

PLANNING COMMISSION MEETING FEBRUARY 4, 2026

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

Planning staff reviewed a revised draft of the proposed ordinance. Commissioners discussed the recommended administrative relief. Several commissioners expressed concern about ensuring that Buffer Zone A remains a "no-touch zone" in terms of landscaping and construction, and that Buffer Zone B should preserve as much native landscaping as possible. Commissioners also discussed the need to clarify what types of improvements would count toward the percentage in Buffer Zone B, emphasizing that any land disturbance should be considered. Also discussed were considerations to the setback exemptions under Sec. 12-63. Setbacks.

Planning staff will provide revisions based on the comments with the Commission anticipated to consider recommendation at their next meeting.

PLANNING COMMISSION MEETING MARCH 4, 2026

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

Planning staff highlighted the changes to the draft ordinance based on Commissioner comments from the previous meeting.

The Planning Commission voted unanimously (7 -0) to recommend approval.

TOWN COUNCIL PUBLIC HEARING & SECOND READING APRIL 7, 2026

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

TOWN OF KIAWAH ISLAND

ORDINANCE 2025-21

An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts establishing Section 12-81. Beachfront Overlay Zoning District. to protect the integrity, natural function and resilience of beaches, dunes, and coastal systems.

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

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to establish a transition buffer zone between the built environment and the beach and dune system to protect the integrity, natural function, resilience of the beach and dune system and preserve critical wildlife habitat; and

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

WHEREAS, the multiple Public Workshops (September 23, 2025, December 3, 2025, and January 16, 2026) were held providing the public an opportunity to comment on the proposed amendment; and

WHEREAS, Town Council held a Public Hearing on November 4, 2025, providing the public an opportunity to comment on the proposed amendment; and

WHEREAS, the Planning Commission held a meeting on March 4, 2026 at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted to recommend to Town Council that the proposed amendment be approved; and

WHEREAS, Town Council held a Public Hearing on April 7, 2026, providing the public an opportunity to comment on the proposed amendment; and

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 Chapter 12 - Land Use Planning and Zoning Ordinance to establish a Beachfront Overlay Zoning District.

Section 2 **Ordinance**

- (1) The Town hereby amends Article II. Zoning., Division 2. Zoning Map/Districts establishing Sec. 12-81. – Beachfront Overlay Zoning District as shown in the attached “**Exhibit A**” which is hereby incorporated herein by reference.
- (2) The boundaries of the established Beachfront Overlay Zoning District are depicted in the Town of Kiawah Island Beachfront Overlay Zoning District Map as shown in the attached “**Exhibit B**” which is hereby incorporated herein by reference. The Town hereby amends the official zoning map to incorporate the established Town of Kiawah Island Beachfront Overlay Zoning District.
- (3) The Town hereby amends Article II. Zoning, Division 4. – Supplemental Regulations, Sec. 12-129. Tree Preservation and Landscaping Standards. as shown in the attached “**Exhibit C**” which is hereby incorporated herein by reference.
- (4) The Town hereby amends Article IV. – Definitions, Sec. 12-374 – Definitions. as shown in the attached “**Exhibit D**” which is hereby incorporated herein by reference.

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 XX DAY OF XXXX, 2026.

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: October 14, 2025

2nd Reading:

Sec. 12-81. Beachfront Overlay Zoning District.

(a) Purpose and intent. The purpose and intent of the Beachfront Overlay Zoning District (BOD) is to:

- (1) Protect the integrity, natural function and resilience of beaches, dunes, and coastal systems thereby supporting coastal resilience and reducing risk to life, property and infrastructure;
- (2) Balance the reasonable use of private property with the long-term public interest in preserving Kiawah Island's coastal resources;
- (3) Protect the aesthetic value and character of Kiawah by Living with Nature as described in the Comprehensive Plan;
- (4) Preserve sensitive wildlife habitat, ecosystems and maritime forests;
- (5) Encourage development practices that are adaptable to changing coastal conditions;
- (6) Promote environmental stewardship aligning with the goals of the Comprehensive Plan; and
- (7) Minimize future costs associated with erosion, flooding, and storm damage.

Activities or uses that would compromise these purposes and intents will be prohibited or strictly regulated within the BOD.

(b) Effect & Applicability of overlay zoning district. The BOD shall apply to all properties within the established district boundaries as depicted on the official zoning map titled, "Town of Kiawah Island Beachfront Overlay Zoning District."

- (1) The BOD regulations of this section apply in addition to the underlying (base) zoning district regulations. In case of conflict between the regulations of this section and other regulations in this chapter, the regulations of this section shall prevail.
- (2) The Bureau of Coastal Management has direct permitting authority over three beachfront critical areas of the state, the Beach/Dune System, Beaches, and Coastal Waters, pursuant to statutory provisions in S.C. Code Ann. § 48-39-10, et. Seq, and the SCDES's Coastal Division Regulations S.C. Code Reg. §30-1 et. Seq. as amended.

(c) District boundaries. The BOD includes parcels located within one hundred and fifty (150) feet of the 2018 South Carolina Beachfront Jurisdictional Setback Line, as established by the State of South Carolina, or parcels adjacent to the primary dune line of the beachfront as determined by the Town of Kiawah Island Beachfront Overlay Zoning District Boundaries. The official zoning map may be supplemented by a GIS overlay to refine exact boundaries.

- (1) No less than 120 calendar days after the South Carolina Department of Environmental Bureau of Coastal Management reviews and establishes the position of the beachfront jurisdictional lines, the Planning Commission shall provide a recommendation to the Town Council determining any adjustment to the district boundaries, established buffer zones, or standards of the BOD.

(d) Authorized and prohibited uses.

- (1) Authorized uses. All uses permitted in the underlying zoning district shall be permitted unless otherwise restricted by the provisions of this article.
- (2) Beach walkovers shall be exempt from the provisions of this article and may be permitted in accordance with the Town of Kiawah Island Municipal Code Article 16 Beach Management. Beach walkovers must

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meet the statutory and regulatory requirements and criteria in S.C. Code Ann. § 48-39-10, et. Seq, and the SCDES's Coastal Division Regulations S.C. Code Reg. §30-1 et. Seq.

- (3) Prohibited uses. Seawalls, bulkheads, and other hard erosion control structures shall be prohibited.
- (4) Golf courses shall be exempt from established buffer zone provisions.

(e) Buffer Zones.

- (1) **Buffer Zone A:** A fifty (50) foot buffer zone shall be established landward from the 2018 South Carolina Beachfront Jurisdictional Baseline, as depicted in the Town of Kiawah Island Beachfront Overlay Zoning District Map. Buffer Zone A shall be measured from the baseline to fifty feet (50') landward from the baseline. Buffer Zone A is intended to serve as a natural undisturbed buffer area.
 - a. No structures, including pools, decks, or patios, shall be permitted within Buffer Zone A.
 - b. Excluding beach walkovers, no disturbances, site alterations or grading shall be permitted within Buffer Zone A.
 - c. Beach renourishment or stabilization projects shall be exempt from Buffer Zone A requirements but must comply with all applicable Town and State regulations.
- (2) **Buffer Zone B:** A fifty (50) foot buffer zone shall be established extending from the landward edge of Buffer Zone A (50 feet from the baseline) to a distance of one hundred (100) feet from the 2018 South Carolina Beachfront Jurisdictional Baseline, as depicted in the Town of Kiawah Island Beachfront Overlay Zoning Map. Buffer Zone B shall be measured fifty feet (50') from the baseline measured landward to one hundred feet (100') from the baseline.
 - a. Structures within Buffer Zone B shall not exceed a maximum building height of ten (10) feet as measured from the base building height elevation.
 - b. Improved areas within Buffer Zone B shall not exceed 20% of the square footage of Buffer Zone B of the subject property. For purposes of application, improved areas include any physical alteration to the existing site involving construction, grading, paving, both pervious and impervious hardscapes, and any other changes as determined by the Planning Director.
 - c. Notwithstanding the provisions of *Sec. 12-64 Setbacks. (3) Exceptions to setbacks* and *Sec. 12-104. Accessory uses, buildings/structures. (5) Standards for accessory structures in residential districts.*, exceptions otherwise permitted therein shall not apply within Buffer Zone B. All structures and improvements including uncovered stairs or stair landings, uncovered at-grade patios, uncovered decks, walls and retaining walls below 3 feet in height, and at-grade pools within Buffer Zone B shall comply with the full required setback standards without exception.
- (3) **Buffer Zone Administrative Relief:** The subject parcel may be granted administrative relief when all the following criteria and conditions have been met:
 - a. At the time an application is submitted for development, redevelopment, or additions to the existing development, the subject property contains not more than 0.5 highland acres of Building Area.
 - b. An updated survey of the subject parcel with property boundaries and building setbacks, the delineation of the 2018 South Carolina Jurisdictional Lines (base line and setback line) and

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established 50' and 100' buffers measured from the 2018 South Carolina Jurisdictional Base line has been provided.

- c. The application of **Buffer Zone A** to the subject parcel, results in encroachment of the zone into the subject property's Building Area.
- d. The application of both **Buffer Zone A** and **Buffer Zone B** to the subject property has also resulted in a decrease in the amount of Building Area contained within the parcel of 30% or more, when the amount of such Building Area as it existed on the survey is compared to such Building Area with the applied Buffer Zones of the Beachfront Overlay District.

Upon determination by the Planning Director that all eligibility criteria and conditions have been satisfied, the Planning Director may administratively approve:

- i. A reduction of the front setback for the subject property up to a minimum setback of 15'.
- ii. If the applicant demonstrates that a reduction of the front setback provides insufficient relief, the Planning Director may grant secondary relief within Buffer Zone B increasing the maximum coverage to 30%, provided the applicant demonstrates the first seaward ten (10) feet of Buffer Zone B remains natural and undisturbed. The Planning Director may request a landscape plan or tree preservation plan.

(f) Building height. Developments within the BOD should incorporate varied heights of a building's elements or sections, rather than maintaining a uniform height throughout the structure, to reduce visual massing toward the ocean.

(g) Dune protection. No alteration, grading or site work shall impact the primary dune without prior coordination and written approval from the Town's Environmental & Natural Resources Department. Any activity impacting the primary oceanfront dune requires South Carolina Department of Environmental Service's Bureau of Coastal Management review and authorization, in addition to local approval from the Town's Environmental/Natural Resources Department.

(h) Tree preservation and landscaping.

- (1) Tree Protection and Landscaping Standards (Sec. 12-129) shall apply to the BOD.
- (2) Single family residential developments requesting administrative relief from established buffer zones, shall not be exempt from the provision of Sec. 12-129. Tree Preservation and Landscaping Standards.
- (3) Only native coastal species may be planted within established Buffer Zones A and B as identified within the Town of Kiawah Island Grow Native Plant Database or the South Carolina Native Plant Society Native Plant Database.
- (4) Invasive Species are prohibited.

(i) Lighting. All lighting within the BOD shall comply with the standards of the Town of Kiawah Island Municipal Code Article 16 Beach Management.

(j) Nonconformities. Existing structures legally established prior to the adoption of this article shall be deemed nonconforming.

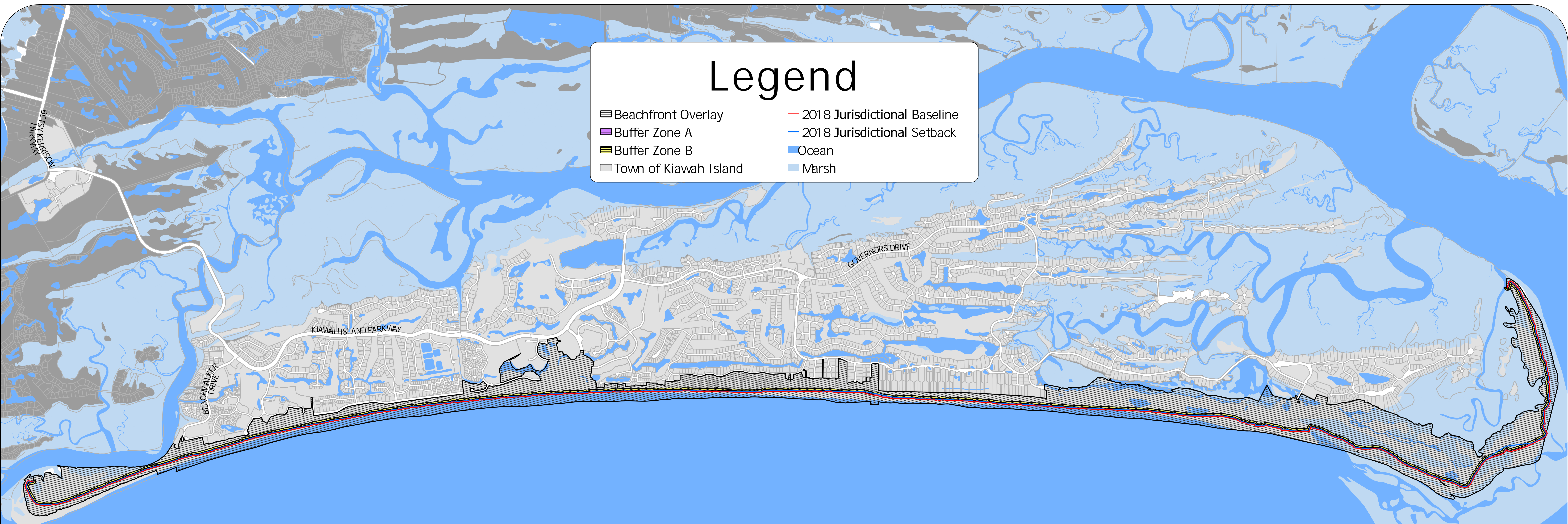
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(k) Variances. Relief from the provisions of this section may be granted by the Board of Zoning Appeals where strict application would result in undue hardship, provided such relief does not compromise the public interest or the purposes of this section.

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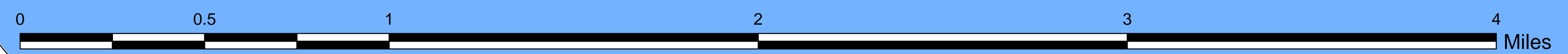
Legend

- Beachfront Overlay
- Buffer Zone A
- Buffer Zone B
- Town of Kiawah Island
- 2018 Jurisdictional Baseline
- 2018 Jurisdictional Setback
- Ocean
- Marsh



Town of Kiawah Island Beachfront Overlay Zoning District

Effective Date: 9/12/2025
Town of Kiawah Island Planning and Zoning Department
File: TOKI_Beachfront_Overlay_Exhibit
User: dvincent



Sec. 12-129. Tree Preservation and Landscaping Standards.

Purpose and Intent. The purpose of these regulations is to provide tree preservation and landscaping standards for all properties within the Town of Kiawah Island's municipal boundaries in order to consistently preserve and enhance Kiawah's natural environment and to protect significant trees and forests for present and future generations. The proper care of trees, shrubs and other landscape plants is important to the implementation of this chapter. It is the expectation that property owners, tree care professionals and design professionals utilize industry best practices in providing the proper care of trees for the overall health of the environment. The intent of these regulations is to:

- a. Preserve the natural character of neighborhoods;
- b. Ensure the health and wellbeing of Kiawah's native trees and maritime forests;
- c. Protect the health and safety of residents;
- d. Protect water quality and minimize stormwater runoff;
- e. Help prevent erosion or flooding;
- f. Promote integrated development with nature to minimize tree loss and environmental degradation;
- g. Establish a minimum standard for tree preservation and mitigation of environmental impacts resulting from tree removal;
- h. Screen noise, dust and glare;
- i. Maintain and or improve aesthetic and property values;
- j. Promote the planting of native trees and shrubs; and
- k. Encourage best practices for proper landscape and tree care.

Tree Preservation

~~(1) (1)~~ *Applicability & Exemptions.*

The provisions of this article apply to all real property within the municipal limits of the Town of Kiawah Island, excluding single-family residential developments, except single family residential developments which are not subject to review or purview of any established architectural review board.

The Beachfront Overlay Zone provisions of this article shall apply to all property as defined by Sec. 12-81 Beachfront Overlay Zoning District buffer zones.

- a. The following are exempt from the provisions of this article:
 1. Pruning of trees or shrubs for regular maintenance including dune maintenance.
 2. The trimming or removal of trees or vegetation for safe sight distance and visibility within or adjacent to a right of way or leisure trail for pedestrian, bicycle and or vehicular travel.
 3. Routine maintenance as pruning and trimming of trees on golf course. The removal of Specimen Trees on golf courses shall not be exempt from the provisions of this article.
 4. The removal of trees for emergency work.
 5. The removal of invasive tree species as defined within this article.
 6. Tree work completed by utility companies, electric suppliers, or governmental agencies. This article shall not restrict utility and electric suppliers from maintaining safe clearance around existing utility equipment, and existing easements in accordance with applicable state laws. The siting and construction of future gas, telephone, communications, electrical lines, or other utilities shall be exempt from the provisions of this article provided that the applicable company,

supplier, or agency has consulted with the Town and received zoning approval from the Planning Director prior to the commencement of construction or major maintenance projects to develop a strategy to:

- i. Minimize trimming of Protected Trees that do not substantially interfere with the intended purpose of construction or maintenance;
 - ii. Prioritize the protection of Protected Trees as a factor to be considered in the design process;
 - iii. Specify that trees to be removed from the rights-of-way by electric utilities and other utilities may be required to be replaced by such entity.
7. Nothing in this article shall be construed to prevent the ordinary trimming and maintenance of trees provided that a permit is obtained if required and such trimming is so excessive so as to constitute an abuse as described in this section.
- b. The removal of any Specimen Tree on a single-family residential development shall not be exempt from the provisions of this article.
- (2) *Required Permit.*
- a. No person shall cut down, top, remove, relocate, damage, destroy, or in any manner abuse any Protected Tree or Specimen Tree on any lot or right-of-way unless authorized by the terms of this article.
 - b. The removal of any Protected Tree or Specimen Tree on any site prior to the issuance of a zoning permit by the Town of Kiawah Island is prohibited. A zoning permit shall be required for the removal, relocation or destruction of Protected Trees or Specimen Trees in accordance with the procedures set out in this article. Permits for tree removal may be approved when the Planning Director has determined that one or more of the following conditions exist:
 1. The tree removal is part of a development plan or site plan for which a Tree Preservation Plan prepared by a licensed surveyor, civil engineer, forester, arborist, or landscape architect has been reviewed and approved pursuant to this article; or
 2. The tree(s) to be removed has been approved by the Landscape and Tree Preservation Board; or
 3. The density of trees is great enough that removal of a tree would be beneficial to the overall area and or health of a Protected Tree and or an environment as determined by a certified arborist.
 - c. Trees that are determined to be causing structural damage to a structure greater than 200 square feet or sidewalks and driveways, where said damage cannot be remedied without removing the tree may be removed as determined by a certified arborist. When there is a question of whether tree removal is necessary, the Planning Director may require documentation from a certified arborist with Tree Risk Assessment Qualifications that said damage cannot be successfully halted through root pruning and the installation of a root barrier while maintaining the structural integrity of the tree.
 - d. An approved zoning permit for tree removal may be issued with conditions as determined by the Planning Director or Landscape and Tree Preservation Board.
 - e. A permit shall not be required for tree(s) to be removed that have been determined to be dead, diseased, irreparably damaged, hazardous, or clearly causing damage to the property or injury to a person in the opinion of a certified arborist or Tree Risk Assessment Qualified (TRAQ) Arborist. Notification shall be made to the Town's Planning Department of such condition(s) prior to tree removal.
 1. Notification to the Planning Department should include photos of the subject tree(s) and any supporting documentation to describe the conditions.

(3) *Tree Surveys, Tree Preservation Plans, and Landscape Plans.*

- a. A tree survey showing all existing trees throughout the portion of any site or right-of-way proposed for disturbance and including any area counted as required open space area shall be submitted as part of any site plan for zoning permits for new construction, substantial improvements, or renovations; or any preliminary and final subdivision plats in accordance with the requirements below. Tree Survey submittal requirements can be found in *Table 41, Tree Survey, Preservation and Landscape Plan Submittal Requirements* of this article.
 1. Tree surveys shall include the name, phone number, address, signature, and seal of a licensed surveyor, civil engineer, forester, arborist, or landscape architect.
 2. The tree survey must be certified and dated within two years of its submittal.
 3. A topographical and tree survey must be to an architectural or engineer's scale and is required to show the legal description of the property, including the following:
 - i. Recorded property lines, easements, and setbacks.
 - ii. The topographical contours of the lot, along with spot elevations for existing curbs, the street, and neighboring lot curbing.
 - iii. The location, genus, and species of all oak trees over three inches caliper DBH and other trees more than six inches caliper DBH. For Beachfront Overlay Zone buffers include all trees more than three inches caliper DBH.
 - iv. Any prominent natural features of the site.
 - v. Adjacent residences with roof heights from mean sea level (MSL), garages, and driveways.
 - vi. Current Ocean and Coastal Resource Management's Certified Critical Line which must be certified with five years of submittal.
 - vii. Utility locations.
- b. A Tree/Landscape Preservation Plan is a plan that shows all trees and landscape in the area to be developed or within the property, the trees to be protected or preserved, the measures taken to preserve them and those scheduled to be removed, including dead and damaged trees. Tree/Landscape Preservation Plans may be required to be submitted to meet the requirements of this article as specified in *Table 41, Tree Survey, Preservation and Landscape Plan Submittal Requirements*.
 1. The Tree/Landscape Preservation Plan will include calculations to determine the number of replacement trees as required by the tree removal, mitigation, and replacement section of this article and a proposed reforestation landscape plan.
 2. The Tree/Landscape Preservation Plan shall be developed by a forester, arborist, landscape architect or other horticultural registered professional.
 3. The Tree/Landscape Preservation Plan shall reflect the applicant's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, and other physical features, so that the fewest Specimen and Protected Trees are destroyed or damaged and to minimize the negative environmental impact to the site.
 4. The Tree/Landscape Preservation Plan should consider how the subject property along with adjacent properties, tree densities and landscape can contribute to develop and or maintain wildlife habitat.
 5. The Tree/Landscape Preservation Plan shall consider the grade quality of trees greater than eight inches DBH where all Grade A and Grade B trees should be prioritized for preservation.

6. Required Tree/Landscape Protection Fencing: Tree/Landscape protection fencing shall be shown on the plan, placed around all trees and landscape designated to be saved, prior to the start of development activities or grading. Such barriers shall be erected at a recommended minimum distance from the base of Protected Trees according to the following standards:
 - i. ~~Tree-p~~Protection fencing shall be placed at a minimum distance equal to ten feet from the base of a Specimen Tree or proposed trees to be protected. All vegetation on the site that is not impacted by construction shall be protected using ~~tree~~ protection fencing.
 - ii. ~~Tree-p~~Protection fencing shall consist of barriers approved by the Planning Department (a minimum of four feet in height). The Planning Department shall not require that chain link fences be used.
 - iii. Protective barricades shall remain in place until development activities are complete. The area within the tree protection fencing shall remain free of all building materials, stockpiled soil, or other construction debris. Construction traffic, storage of vehicles and materials, and grading shall not take place within the protective areas of the existing trees. Any violations must be addressed immediately, or a stop work will be issued.
 - iv. Construction access to a site should occur where an existing or proposed entrance/exit is located, except for driveway access points, sidewalks, and curb and gutter, land disturbance within a tree dripline is prohibited.
- c. Landscape Plans may be required to be submitted to meet the requirements of this article as specified in *Table 41, Tree Survey, Preservation and Landscape Plan Submittal Requirements*. Details of what must be included can be found in Landscape Standards (2).
- d. *Table 41, Tree Survey, Preservation and Landscape Plan Submittal Requirements* in subsection (3) of this section shows the minimum requirements for submittal of various plans.

Table 41. Tree Survey, Preservation and Landscape Plan Submittal Requirements			
Improvement Type	New Construction and Lot Preparation	Major Improvement ¹	Minor Improvement
Tree Survey	Required	Required	Not Required ³
Tree/ <u>Landscape</u> Preservation Plan	Required	Required ²	Not Required ²
Landscape Plan	Required	Required	Not Required ³
Submittal Requirement Notes:			
(1) A major improvement shall include any repair, renovation, reconstruction, alteration, or improvement where the footprint of the structure is being modified or where the proposed improvement creates any earth disturbing activity greater than 25 percent of the lot.			
(2) A Tree Preservation Plan shall be required if a proposed development requires the removal of a Specimen or Protected Tree(s)			
(3) At the discretion of the Planning Director a landscape plan or tree survey may be required for any improvement which has been determined to create a potential adverse impact.			
<u>(4) Any improvement in the Beachfront Overlay Zone shall require a tree survey, tree/ landscape preservation plan and landscape plan.</u>			

(4) *Specimen and Protected Trees.*

- a. Specimen Trees and Protected Trees are species chosen as a point of focus in a landscape which usually has an unusual shape, texture, color or other feature that distinguishes it from other trees and shrubs in the area excluding invasive species. These trees have a life expectancy of greater than ten years,

have a relatively sound and solid trunk with no extensive decay or hollow, and have no major insects, pathological problem, or defects. Specimen Trees are valued for their size and their legacy.

- b. Under the provisions of this article, the following trees are considered Specimen Trees and shall be prohibited from being removed unless approval is granted by the Planning Director or designee in accordance with the requirements of this article:

1. Grand Trees: Any tree with a diameter breast height of 24 inches or greater in size; and
2. Live Oak Trees with a diameter breast height of 16 inches or greater.

- c. Under the provisions of this article, the following trees are considered Protected Trees and shall be prohibited from being removed unless approved by the Planning Director or designee in accordance with the requirements of this article:

1. Any tree with a diameter breast height of eight inches or greater.

(5) *Tree Removal and Tree Impacts.*

- a. For the purpose of this article, the term "Tree Removal" shall include, but not be limited to, damage inflicted to the root system by machinery; girdling; storage of materials and soil compaction, changing the natural grade above or below the root system or around the trunk; damage inflicted on the tree permitting fungus infection or pest infestation; excessive pruning; excessive thinning; excessive paving with concrete, asphalt or other impervious material within such proximity as to be harmful to the tree; excessive grading; or any act of malicious damage to a tree. The final determination of tree removal shall be made by the Planning Director.

1. Tree Pruning:

- i. Pruning or thinning more than 25 percent of the leaf surface on both the lateral branch and the overall foliage of a mature tree that is pruned within a growing season shall be considered excessive. Additionally, one-half of the foliage of a mature tree should remain evenly distributed in the lower two thirds of the crown and individual limbs upon completion of any pruning.
- ii. Pruning or thinning such as the removal of branches six inches or greater in diameter shall also be considered excessive.
- iii. Crape Myrtle Trees shall be excluded from the requirements of tree pruning.

2. Tree Root Zone Protection:

- i. Paving or grading within five feet of the base of the tree or paving or grading 50 percent or greater of the circumference of the tree shall also be considered excessive as determined by the Planning Director.

(6) *Tree Mitigation and Replacement.*

- a. Tree mitigation shall adhere to the following standards in which the applicant shall mitigate loss or removal of Protected Trees and Specimen Trees by planting replacement trees in appropriate areas on the property in accordance with the tree replacement requirements as listed in *Table 4J. Tree Preservation Requirements and Mitigation Standards* and the approved tree preservation plan.

Table 4J. Tree Preservation Requirements and Mitigation Standards			
Tree Size	Location/Context	Preservation Requirements	Mitigation Standard
Individual Tree Removal (Post Occupancy)			
Specimen Trees (<i>Grand Trees 24 inches or greater & Live Oaks 16 inches DBH or greater</i>)	All areas	Removal prohibited except as approved by the Landscape and Tree Preservation Board and in accordance with required tree preservation plan and the mitigation standards.	Must replant trees with a minimum combined DBH equal to 100% of the tree(s) removed. Replanted trees shall be 70% native species. This mitigation standard shall only be required for applicable Grade A Grade B graded trees. The Landscape and Tree Preservation Board has discretion to modify required mitigation standards subject to the preservation and mitigation standard criteria listed in this table.
Protected Trees (<i>8 inches or greater</i>)	Outside of the Building Footprint of the Structure	Removal prohibited except as approved by the Planning Director or designee and in accordance with the required tree preservation plan and mitigation standards.	Must replant trees equal to 70% of the total quantity of tree(s) removed. Replanted trees shall be 70% native species. The Planning Director has discretion to modify required mitigation standards subject to the preservation and mitigation standard criteria listed in this table.
All trees	Edge of marsh, ponds, or of dunes, and <u>within the Beachfront Overlay Zone buffer areas</u> and or at the Critical line on the landward side	Removal prohibited except as approved by the Planning Director or designee and in accordance with the required tree preservation plan and mitigation standards.	Must replant trees with a minimum combined DBH equal to 70% of the tree(s) removed. Replanted trees shall be 100% 70% native species. The Planning Director has discretion to modify required mitigation standards subject to the preservation and mitigation standard criteria listed in this table.
Tree Removal for Construction Activity/Site Development			
Specimen Trees	Within Building Footprint of Structure	Removal prohibited except as approved by the Landscape and Tree Preservation Board and in accordance with required tree preservation plan and the mitigation standards.	Must replant trees with a minimum combined DBH equal to 100% of the tree(s) removed. Replanted trees shall be 70% native species. This mitigation standard shall only be required for applicable Grade A Grade B graded trees. The Landscape and Tree Preservation Board has discretion to

			modify required mitigation standards subject to the preservation and mitigation standard criteria listed in this table.
Protected Trees (8 inches or greater)	Outside of Buildable Area	Full preservation of all Protected Trees is required in all yards (front, side and rear) except for any required or permitted driveways, roads, easements, stormwater retention/detention areas or drainage structures.	Must replant trees equal to 70% of the total quantity of tree(s) removed. Replanted trees shall be 70% native species. The Planning Director has discretion to modify required mitigation standards subject to the preservation and mitigation standard criteria listed in this table.
All Trees (8 inches or greater)	Within the Buildable Area and Outside of the Building Footprint of Structure	Removal prohibited except as approved by the Planning Director or designee and in accordance with required tree preservation plan and the mitigation standards.	Must replant trees equal to 70% of the total quantity of tree(s) removed. Replanted trees shall be 70% native species. The Planning Director has discretion to modify required mitigation standards subject to the preservation and mitigation standard criteria listed in this table.
All trees	Edge of marsh, ponds, or dunes, <u>within the Beachfront Overlay Zone buffer areas</u> and or at the critical line on the landward side	Removal prohibited except as approved by the Planning Director or designee and in accordance with the mitigation standards.	Must replant trees with a minimum combined DBH equal to 70 % of the tree(s) removed. Replanted trees shall be 100% <u>100%</u> native species. The Planning Director has discretion to modify required mitigation standards subject to the preservation and mitigation standard criteria listed in this table.
Preservation and Mitigation Standard Criteria: The following shall be considered in evaluation of any modified required mitigation standards.			
(1) The preferred density should be equal to a combined DBH greater than or equal to 20 trees per acre or 160 inches per acre, whichever is greater. Preservation and mitigation trees should equal 70 percent of the total number trees on the lot.			
(2) Mitigation for Specimen Trees shall only be required for grade quality Grade A and Grade B trees as determined by a certified arborist.			
(3) Edge of marsh, ponds shall be defined as the area within three feet of a marsh, pond line.			
(4) The trees required to be replaced pursuant to this article shall be in addition to any other trees required to be planted pursuant to any other provision of the Town's Code of Ordinance.			
(5) Palm Trees, Palmetto Trees, Pine Trees, and Sweet Gums within the buildable area shall not require mitigation.			
(6) Mitigation may not be required for removal of trees within storm water retention/detention areas at the discretion of the Planning Director.			
(7) Mitigation trees shall measure a minimum of three inches in caliper DBH.			

(8) The grade quality, size and quantity of trees may be considered in the preservation or mitigation requirements.
(9) Removal without mitigation may be permitted if necessitated by emergencies, death, disease, or damage not caused by the property owner as determined by the Planning Director. Removal without mitigation is also permitted for the removal of invasive species.
(10) To prevent a monoculture among plantings, the applicant's plan shall include a diversity in the trees planted for mitigation. No single plant species shall represent more than 40 percent of the total landscape plantings per plant type, except for projects whose landscape requirements for Canopy Trees are less than ten trees.
(11) Depending on the number of trees planted, there shall be a diversity of the plantings. The following diversity of trees is recommended:
5 to 10 trees: Minimum 2 types of trees to be planted;
10 to 20 trees: Minimum 4 types of trees to be planted;
20 to 100 trees: Minimum 7 types of trees to be planted;
Greater than 100 trees: Minimum 10 types of trees to be planted
(12) The replacement tree and plants utilized for mitigation shall be native species. Submitted landscape plans used to satisfy the requirements of this article, shall be 70 percent native species. The replacement tree preferred shall be native species such as Oak, Magnolia, Palmetto, or Hickory.
(13) Palmetto Trees may be used to fulfill the canopy tree requirements. These trees are to be planted at a ratio of three Palmetto Trees for each canopy tree and are to be planted in groupings of three.
(14) Where mitigation trees will not fit on a lot, the alternative locations adjacent to the subject property or planning area may be considered. Coordination of an alternative location may include but is not limited to right of way enhancement, open space, adjacent property or other public or common areas within or adjacent the Town limits as determined by the Planning Director. The Planning Director may coordinate with the Public Works Director, Kiawah Island entities, or other broader community stakeholders. Coordination should also consider how mitigation trees may be maintained.
(15) Where mitigation trees are planted on the subject property, they shall be guaranteed for one full year after planting. Any trees that die within this time period must be replaced by the applicant and/or property owner. Mitigation trees which may be planted in an alternative location are not required to be guaranteed.
<u>(16) Beachfront Overlay Zone as defined in Section 12-81 of the Zoning Ordinance.</u>

(7) *Maintenance of Trees.*

- a. Following development, the property owner shall be responsible for maintaining the trees that were saved and/or planted. Proper tree care should use ANSI A300 (Tree, Shrub, and Other Woody Plant Maintenance—Standard Practices) for best practices.

(8) *Administration.*

- a. Plan Alterations or Revisions: Due to seasonal planting problems and/ or a lack of plant availability, approved plans may require minor revisions. Minor revisions to planting plans may be approved by Town Staff if:
 - i. There is no reduction in the quantity of plant material;
 - ii. There is no significant change in size or location of plant materials; and
 - iii. The new plants are of the same general category (i.e., shade tree, ornamental tree, evergreen, or shrub) and have the same general design characteristics (mature height, crown spread) as the materials being replaced.

(9) *Landscape and Tree Preservation Board.*

- a. The Landscape and Tree Preservation Board shall review with the authority to approve, approve with conditions, or disapprove a proposed Tree Preservation Plan for proposed commercial or multifamily residential developments in accordance with the provisions of the article.
- b. The Landscape and Tree Preservation Board shall review and approve the removal of any Specimen Tree or Grand Tree in accordance with the provisions of the article.
- c. The Landscape and Tree Preservation Board shall also be in place to hear special circumstances regarding tree removal or where strict interpretation of the ordinance has been made by the Planning Director. An applicant may apply to be granted relief or exception to this article as reviewed and approved by the Landscape and Tree Preservation Board. The applicant should make their appeal case to the Landscape and Tree Preservation Board pursuant to section 12-24.1, Landscape and Tree Preservation Board, in which the Landscape and Tree Preservation Board shall review and make a decision based on the applicant's submission and approval criteria.

(10) *Inspections, Violations, and Fines.*

- a. The Planning Director or Landscape and Tree Preservation Board may approve a delayed schedule for planting materials (provided by the applicant's contractor) when the immediate planting schedule would impair the health of plants. When a delayed planting schedule is approved, the applicant shall provide a bond equivalent to one and one-half times the projected cost of the planting materials and installation in accordance with the American Association of Nurserymen Standards. This is designed to include severe weather, such as droughts, heat waves, and floods. The applicant shall provide a minimum of two quotes from local (tri-county area) contractors for review and the bond amount shall be determined by the Planning Director.
- b. The Town reserves the right to inspect the site or property at any reasonable time for compliance with tree preservation requirements. Town Staff may inspect the site one year after the issuance of a permanent Certificate of Occupancy in order to ensure compliance with the approved tree plan.
- c. If the Town finds a development in violation of this article or if an applicant fails to satisfy any condition that was imposed as part of the original or revised approval of the zoning permit or Tree Preservation Plan or that was made pursuant to the provisions of this article, the applicant or property owner shall be in violation of this article.

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- d. Any applicant or property owner in violation of this ordinance shall be subject to fines or penalties as prescribed in this article and or other remedies and enforcement actions pursuant to section 12-214.
 - i. The illegal removal of a tree(s), in accordance with the provisions of the article shall constitute a violation and the property owner shall be subject to a penalty fine of \$1,080.00 per tree.
 - ii. The illegal removal of a tree(s), in accordance with the provisions of the article shall constitute a violation and the property owner shall be required to mitigate the illegal removal of a tree(s).

Landscape Standards

The preservation and enhancement of natural systems is a principal priority on Kiawah Island. Development of Sustainable Landscapes is a key objective of these landscape standards and a key component of the community's resilience planning. Sustainable Landscapes sequester carbon; clean the air and water; increase energy efficiency; restore habitats; and create value through significant economic, social and environmental benefits.

(1) *Applicability.* The provisions of this Article apply to all real property within the municipal limits of the Town of Kiawah Island, excluding single family residential developments. However, the provisions of this article shall still apply to single family residential developments which are not subject to review or purview of any established architectural review board.

- a. Landscape Plan shall be required for:
 - 1. All new construction.
 - 2. Exterior remodeling involving a change in the building footprint.
 - 3. Parking areas or other impervious surfaces.
 - 4. Change of use that results in a more intense use.
 - 5. Additions to any structure used for any purpose (except single-family residences
 - 6. At the request of the Planning Director.
- b. No zoning permit shall be issued for a development subject to review until the landscape plan has been approved in accordance with the provisions contained within this article.

(2) *Landscape Plans.*

- a. Plans submitted to meet the requirements of this article shall be a minimum of one-inch equals 20 feet and/or the same engineering scale as the site plan and include; a graphic scale and north arrow. All landscape documents submitted shall be prepared, sealed and dated by a Landscape Architect licensed to practice in the State of South Carolina.
- b. Landscape drawings shall show and describe all site conditions including buildings, pervious and impervious areas, parking, service areas, site furnishings, site and street lighting, natural areas and open space in relationship to site development. Landscape drawings shall consist of sufficient detail and of profession quality to enable comprehensive review.
- c. All landscape plan submissions shall include, but not be limited to documentation of the following;
 - 1. Limits of project site, property lines, setbacks, easements, and context including adjacent sites, vegetation, and buffers.
 - 2. Location of above and below grade site utilities, and service connections including fire department connections, easements, and access requirements. (shown as an underlay).
 - 3. All land disturbing activities and limits of disturbance, including utility work.

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4. Phasing, future development, temporary uses and timing of construction if applicable.
 5. Tree Preservation fencing.
 6. Proposed topography, drainage ways, yard inlets, area drains, overflow areas.
 7. Proposed plant material shall be depicted at maturity.
 8. Specification and location for hardscape elements such as planters, street and site lighting, site furnishings, paving, walls, fences, signs, etc.
 9. Plant list that includes the complete botanical and common name, native species designation, quantities of each, container size, caliper size, height and spread at planting.
 10. Landscape plan must include in tabular format how the proposed planting meets the requirements of this ordinance.
- (3) *Issuance of Certificate of Occupancy.* The landscape architect of record shall provide a certification letter to the town certifying that the landscaping was installed in accordance with the plans and specifications submitted. With respect to landscape material for a newly developed or redeveloped site undergoing construction, a final certificate of occupancy (CO) shall be issued by the Building Official once all landscape material has been installed in accordance with the approved landscape plans and certified by the Landscape Architect of Record. A temporary certificate of occupancy (TCO) may be issued by the Building Official until all pending issues are addressed; such as plant availability, planting season time of year etc.
- (4) *Plant Materials.*
- a. Natives. Using native plants has a direct impact on the local ecosystem which includes many benefits such as the protection of water resources and reducing the need for fertilizers, pesticides and irrigation which can contribute to stormwater runoff pollution and degradation of downstream water quality. Native plants also provide essential watershed protection, helping natural aquifers recharge, serving to filter water naturally before flowing into rivers and estuaries, lessening erosion and flooding and resistance to saltwater intrusion from flooding and storm surge. In addition, native plants sustain pollinators vital for fruit production and provide high-quality food and shelter for wildlife.

Town of Kiawah Island Grow Native Plant Database is a searchable online database of native trees, shrubs, perennials, vines, ferns, and grasses that provides detailed information on growing conditions, size, flowering, salt tolerance, deer resistance, and the wildlife value for each plant.

https://www.kiawahisland.org/wildlife/top_initiatives/grow_native/native_plant_database.php

Unless otherwise noted in this Ordinance, all proposed planting must be 70 percent native species for trees and shrubs and 50 percent for ground covers.
 - b. Existing Plant Materials. Utilization of vegetation and plant materials that exist on a parcel prior to its development may be used to satisfy the landscaping standards provided they meet the requirements of this ordinance, at the determination of the Planning Director. No site clearing may commence without a Town of Kiawah Island zoning permit.
 - c. Invasive Plant Materials. Landscape plans may not indicate the use of plant species listed on the "Nonnative Invasive Plants of Southern Forests" registry published by the USDA and the "Invasive Plant Pest Species of South Carolina." These species must be removed during site development if existing on the property.
 - d. Size. Unless otherwise stated, all plant materials used to satisfy the requirements of this Ordinance shall meet the following minimum size standards:

Canopy Tree	3" caliper/12' height
Understory/Ornamental	8' height
Evergreen/Conifer Tree	8' height
Shrubs	3 gallon /18—24" height

- e. Species. Species of plant material used to satisfy the requirements of this Ordinance shall be native to the Island or cultivated to survive in this climate. No single plant species shall represent more than 40 percent of the total landscape plantings, except for projects whose landscape requirements for canopy trees are less than ten trees.

All plants installed to satisfy the requirements of this Ordinance shall meet or exceed the plant quality standards of the most recent edition of American Standard for Nursery Stock, published by the American Association of Nurserymen. Plants shall be nursery grown and either balled and burlapped, container grown or transplanted.

(5) *Installation, Maintenance and Replacement.*

- a. Installation. All landscaping shall be installed according to American Association of Nurserymen standards and sound nursery practices in a manner designed to encourage vigorous growth. Sites for plant materials shall be prepared or improved in accordance with American Association of Nurserymen standards for soil preparation and drainage. Landscape plans shall include specifications and details required for the specific requirements of the site.
- b. Irrigation. An automatic irrigation system is required to sustain the initial landscape planting.
- c. Maintenance and Replacement. Required trees, shrubs, and other landscape features shall be considered elements of the project in the same manner as parking, building materials, etc. The property owner shall be responsible for the following:

All landscapes shall be maintained free from disease, pests, weeds, and litter. This maintenance could include weeding, watering, fertilizing, pruning, mowing, mulching or other maintenance as needed and in accordance with acceptable horticultural practices, including American National Standards Institute standards for Tree Care operations and American Association of Nurserymen standards.

The regular maintenance, repair, or replacement of any landscaping required by the ordinance and as shown on the approved site plan.

When replacement of trees, plant material, or other landscape features is required, such replacement shall be accomplished within the shorter of one growing season, one year or such time frames as required by the Planning Director.

(6) *Planting Standards.*

- a. Minimum Lot Landscape Requirements.
 - 1. Trees: The minimum tree requirements for a developed lot shall be equal to a combined DBH greater than or equal to 20 trees per acre or 160 inches per acre, whichever is greater. Each lot after development must contain a minimum of 70 percent of the healthy trees that existed on the lot predevelopment. This requirement may be fulfilled with a combination of existing trees and mitigation trees per the tree preservation plan.
 - 2. Shrubs: 50 percent of all shrubs installed must be a minimum size of seven gallons. The remaining installed shrubs must be a minimum of three gallons.

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3. Grass, ground cover, and mulch: Large expanses of non-native grass are prohibited unless associated with recreational purposes. Areas of sod must be a minimum of ten feet from lagoon edges. Areas to be grassed must be sodded as opposed to seeded or sprigged. Synthetic turf is discouraged.
 4. Pine straw or mulch areas are minimized and limited to an area no greater than ten percent of the planting areas.

b. Vehicular use landscape standards.

1. Parking, loading, and vehicular area perimeters. Unless otherwise expressly stated, perimeter landscaping shall be required around the outer perimeter of all off-street, surface parking, loading, and vehicular use areas. Parking areas for the exclusive use of single-family dwellings shall be exempt from these requirements. Any off-street parking, loading, or vehicular use area that will be entirely screened from view by an intervening building or structure or by a buffer provided to satisfy requirements contained elsewhere in this article shall also be exempt from these (parking, loading, and vehicular use area) perimeter landscaping requirements.

All new parking lots shall be designed with the required landscape areas to accommodate green infrastructure and low-impact development practices.

2. Perimeter landscape requirements.

- (i) A perimeter landscape area at least ten feet in depth shall be provided at the perimeter of all off-street parking, loading, and vehicular use areas, except where permitted driveway openings are to be provided. Where drainage or other utility easements exist along property lines, the perimeter landscape area shall be located adjacent to the easement. Adjacent buffers shall count toward the minimum ten-foot perimeter landscape area.

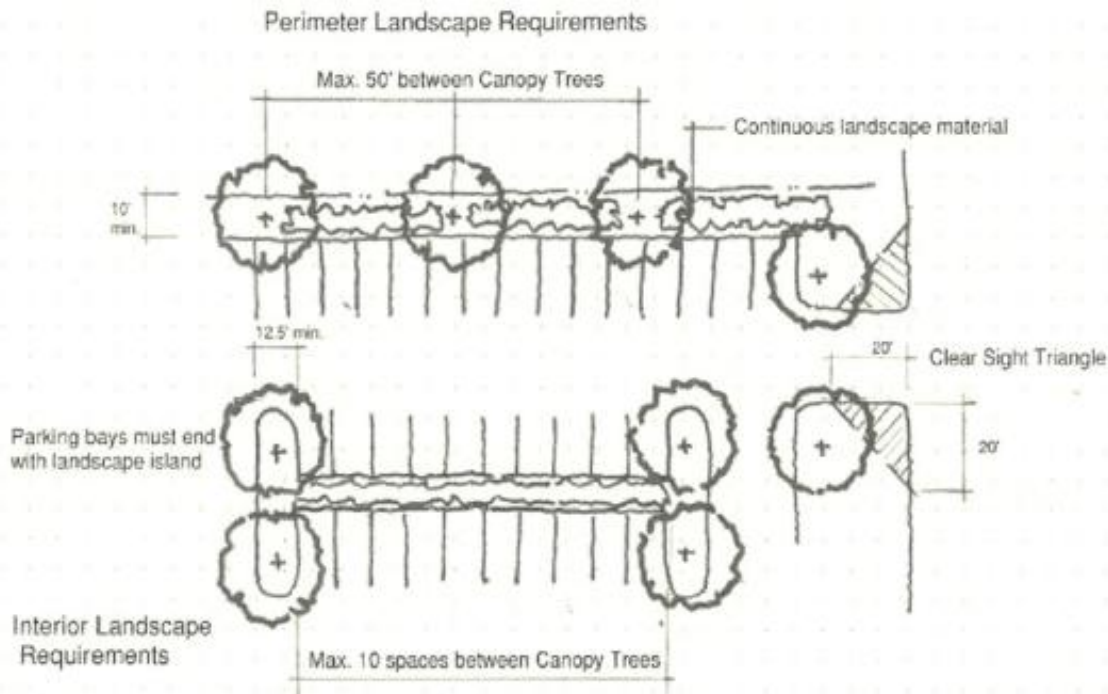
- (ii) Required perimeter landscape areas shall be planted in accordance with the following minimum standards:

- a. One canopy tree shall be provided for each 50 linear feet of parking, loading, or vehicular use area perimeter.
- b. Landscape material of a least five feet in height (at maturity) shall be planted within the perimeter landscape area to provide a continuous landscape element, or a combination of trees, hedges, other durable landscape material or approved wall or fence may be used to form the continuous landscape element.
- c. All portions of the perimeter landscape area not planted with shrubs or trees or covered by a wall or fence barrier shall be planted in ground cover;
- d. Landscape material with a mature height greater than 18 inches shall not be permitted within the sight triangle.

A clear sight triangle formed by a diagonal line connecting two points located on intersecting lines of pavement edge, each point being 20 feet from the intersecting lines.

- ii. Interior areas landscape requirements. The following interior parking lot landscaping requirements shall apply to all parking lots except those exclusively serving single-family residential uses.

- (i) A minimum of one landscape island shall be provided for each ten parking spaces within an off-street parking area. Required landscape islands shall have a minimum of 450 square feet and 12-foot, six-inch width. Each parking lot bay must terminate with a tree island.
- (ii) Each required landscaping island shall contain at least one canopy tree and there shall be at least one canopy tree per ten parking spaces within the off-street parking area. Double-loaded interior parking landscape islands are to be no less than ten feet wide and canopy trees planted in these islands are to be planted in line with parking stripes (between vehicles).
- (iii) Landscaping provided to meet the right-of-way buffer standards (same as perimeter landscape) of this article may not be used to satisfy interior parking lot landscaping requirements.



VEHICULAR USE LANDSCAPE STANDARDS

- c. Buffers.
 - 1. The compatibility buffers as outlined in section 12-127 are meant to provide sufficient buffering and screening between and among new and existing developments. It is prohibited to remove any vegetation in these buffers without a permit except invasive species as listed on the "Invasive Plant Pest Species of South Carolina".
 - 2. Natural buffer yards are the preference, those which vegetation has been permitted to have grown through natural succession to include trees which are at least 20 feet tall with thickly vegetated understory growth.
 - 3. Densely planted buffer yards. If the current conditions of the proposed buffer yard does not meet the above definition the proposed landscape shall include 70 percent native

variety of trees and understory planting which will mature to create an opaque buffer yard within five years of planting.

d. Beachfront Overlay Zone

1. The Beachfront Overlay Zone (Section 12-81) establishes buffer zones in the sensitive maritime forest ecosystem. The mostly small trees, shrubs and vegetative understory are critical for storm protection, preventing erosion and serve as crucial wildlife habitats.
2. Only coastal native species may be planted in these buffer zones as identified within the Town of Kiawah Island Grow Native Plant Database or the South Carolina Native Plant Society Native Plant Database. ~~and~~
3. All invasive plant species as defined by this ordinance shall be removed.
4. Any improvements in Buffer zone B shall be limited and shall require submittal of a tree survey, tree/landscape preservation plan and landscape plan. Any tree removal shall be subject to Table 4J. Tree Preservation and Mitigation requirements.
5. Pruning in this maritime forest shall be kept to a minimum and conform to existing natural patterns of growth. Requests for limited removal or pruning for view corridors shall be subject to review and approval by the Planning Director.

(Ord. No. 2024-01, § 2(Exh. A), 4-2-2024; Ord. No. 2025-02, § 2(Exh. A), 3-4-2025)

Sec. 12-374. Definitions.

Tree/Landscape preservation plan means a plan that shows all trees and existing landscape in the area to be developed or within the property. The plan shall include all significant and Specimen Trees to be preserved and measures taken to preserve them. The plan will also include calculations to determine the number of replacement trees as required by the tree removal and mitigation.

Ordinance 2025-01

Proposed
Beachfront Overlay Zoning District
Case AZO25-000009

Public Comments Received
04.01.2026

Date: April 1, 2026

To: Town of Kiawah Island (TOKI), Mayor D. Belt, Council Members E. Luke Farrell, Lance Spencer, Madeline Kaye.

Email: TokiPlanning@kiawahisland.org

From: Michael and Kimberly McMahon (41B Eugenia Ave)

RE: **Proposed TOKI Public Hearing April 7, 2026: Zoning Map & Zoning Text Amendment: AZO25-000009, Beachfront Overlay Zoning Proposal.**

Dear Sirs:

I am reaching out to strongly object to the proposed beachfront overlay zoning ordinance and to suggest that it be significantly revised or retracted.

The proposal is unnecessary at its core given the state's primary role in protecting the South Carolina shoreline and the compelling evidence of the stability and actual growth of the dune system on Eugenia Ave. Furthermore, it recklessly imposes restrictions on private property and impairs the value of all homes on Eugenia Avenue exposing Town of Kiawah to avoidable legal consequences and related expense.

We believe that the planning commission and town council were well-intentioned with the objective of taking action to preserve the dune environment but find this proposal to be an unnecessary and clumsy overreach.

We, like most homeowners, support thoughtful restrictions similar to those proposed in **Buffer Zone A** impeding disruption to this important ecosystem but would defer to the state's oversight and guidance. Additional consideration should also be given to the 2026 scheduled reassessment of the baseline by the state of South Carolina which may render this entire action premature.

Our larger concern centers on the proposed **Buffer Zone B**. This additional buffer crosses our property line and legal setback encroaching deeply into our private property imposing consequential restrictions. We view this as an egregious action impacting both our property rights and value of our real estate which we plan to vigorously defend.

We ask that serious and immediate reconsideration be given to this additional buffer zone impacting the homes on Eugenia Ave and that it be removed from the ordinance entirely.

Thank you,



Michael and Kimberly McMahon
41B Eugenia Ave.
312.848.1225

April 1, 2026

To the Town of Kiawah Island and its representatives Mayor Belt and Council Members Farrell, Kaye, and Spencer

Regarding **47 Eugenia Avenue** and the request and upcoming vote to amend the Town of Kiawah Island Land Use Planning and Zoning Ordinance (AZO25-000009 Proposed Beachfront Overlay Zoning District)

Dear Mayor and Council Members,

As the sole members of 47 Eugenia, LLC, we strongly object to the proposed beachfront overlay zoning district as proposed ordinance referenced above.

When we received notice in 2025 that the Town proposed to amend the setback requirements, we were confused because a) there was no supporting evidence (scientific, environmental, etc.) that such an amendment was necessary; and b) nobody from the Town advised us that such an amendment was being considered when the Town approved our buildings plans just two short years prior. Furthermore, the proposed amendment appeared to be targeted directly and solely at our home and the homes of our neighbors along Eugenia Ave.

Being new to the community, we fully expected the proposal was just that—a proposal and that it would not move forward to a vote. Now that we see this proposal is on the agenda for next week's meeting we want to make sure you hear our strong objection.

If this amendment is approved, it will have significant impact on our property, our ability to enhance our property, our ability to repair, replace, or rebuild our property—all leading to material degradation of our property value and the value to multiple properties on Kiawah Island.

We invested here because of the beauty and the community that Kiawah is. This proposed amendment runs contrary to that. We object to the Town choosing to capriciously target our investment, our property, and our home.

Thank you for listening to, and understanding, our objection and for voting NO on this proposed amendment.

Sincerely,



Andrew J. Youniss, Member, 47 Eugenia, LLC



Mariann A. Youniss, Member, 47 Eugenia, LLC

47 Eugenia Ave, Kiawah Island and 6 Louisburg Square, Boston, MA 02108

March 31, 2026

Attention: Town of Kiawah Island (TOKI), Mayor D. Belt, Council Members E. Luke Farrell, Lance Spencer, Madeline Kaye.

Sent by E-Mail: TokiPlanning@kiawahisland.org

RE: Proposed TOKI Public Hearing April 7, 2026

Zoning Map & Zoning Text Amendment: AZO25-000009, Beachfront Overlay Zoning Proposal.

Dear All Who Are Addressed:

We are the owners of 41a Eugenia Avenue. We strongly object to the overreaching and completely unprecedented setback provisions being proposed in this beachfront overlay proposal. I will be attending the meeting on April 7 to share my input.

The stated purpose of the proposal is to protect the integrity, natural function, and resilience of beaches, dunes, and coastal systems. Certainly, a worthy cause, however, the dunes and beaches along Eugenia are and have been stable for decades. In fact, the dunes along Eugenia Avenue have been accreting. The existing setback requirements have been very effective. The Town is therefore providing a solution for a problem that doesn't exist, creating unnecessary complexity and significant hardship.

Further, the rationale for a 100-foot buffer and a 50-foot buffer is not supported by any evidence or scientific analysis. These setbacks are completely arbitrary and capricious.

We engaged our architect to plot the buffer zones on our property. The zones will cover 30%+ of our lot. This is clear value destruction on an unprecedented scale.

We are new to this community having just completed the building of our new home on a vacant lot in the past two months. We expected to be able to enjoy the full benefit of this highly unique but expensive location and now we have to deal with this random event impacting the value of our asset in the future.

Please take a moment and put yourselves in the shoes of the Eugenia Avenue oceanside property owners. Would you stand for being singled out with as much as 30+% of your property being restricted without any compensation or a clear overriding community need?

We request that the setback proposal not be executed which unjustly impacts many of the owners along Eugenia.

Regards,

Greg and Pam Beutler
41a Eugenia Avenue, Kiawah Island, SC 29455

March 26, 2026

Attention: Town of Kiawah Island (TOKI), Mayor D. Belt, Council Members E. Luke Farrell, Lance Spencer, Madeline Kaye.

Sent by Federal Express

Sent by E-Mail: Tokiplanning@kiawahisland.org

RE: Proposed TOKI Public Hearing April 7, 2026

Zoning Map & Zoning Text Amendment: AZO25-000009, Beachfront Overlay Zoning Proposal. (14-page Letter)

Dear Sirs:

We are the owners of 55 Eugenia Avenue. We strongly object to the profound and completely unnecessary setback provisions being proposed by this beachfront overlay proposal.

The stated purpose of the proposal is to protect the integrity, natural function, and resilience of beaches, dunes, and coastal systems. Certainly, a worthy cause, however, the dunes and beaches along Eugenia are and have been stable for decades. In fact, the dunes along Eugenia Avenue have been accreting. The existing setback requirements have been very effective. The Town is therefore providing a solution for a problem that doesn't exist, creating unnecessary complexity and significant hardship for the Eugenia oceanside homeowners.

Further, the rationale for a 100-foot buffer and a 50-foot buffer is not supported by any evidence or scientific analysis. These setbacks are completely arbitrary and capricious.

We engaged a surveyor to plot the buffer zones on our property. The zones will cover 36% of our lot. One of our neighbors estimates 50% of his property is dissected by the buffer zones. This level of impact is outrageous. This is value destruction on an unprecedented scale.

We are new to this community, having purchased the property in 2023, and plan to transition to permanent residency by the end of this year. We paid a premium price for this lot. Do you not recognize or appreciate how significant the buffer zones will be to the value

of our property? Is the situation with the beaches and dunes so dire that this level of "taking" is justified. The answer to any reasonable person is absolutely no.

Prior to making the purchase, we researched the stability of the dunes and beaches. These buffers are not needed. Adding them has a disproportionate and catastrophic impact on the Eugenia oceanside property owners.

Please take a moment and put yourselves in the shoes of the Eugenia Avenue oceanside property owners. Would your neighborhood stand for being singled out with as much as 50% of your property being restricted without any compensation or a clear and present overriding community need? We can't stress enough how unfair this is to Eugenia Ave owners.

We request that the setback proposal not extend into the property line of 55 Eugenia Avenue, and similarly for the other homes located on Eugenia Avenue.

Thank You

Andrew and Lauren Wagner
55 Eugenia Avenue
Kiawah Island, SC 29455
and
73 Beachside Ave.
Westport, CT 06880
203 809 1282

Daniel Vincent

From: James Savarese <jamesesavarese@gmail.com>
Sent: Tuesday, March 31, 2026 5:11 PM
To: TOKI Planning
Subject: Opposition to New Proposed beach Overlay Ordinance

Attention: Town of Kiawah Island (TOKI), Mayor D. Belt, Council Members E. Luke Farell, Lance Spencer, Madeline Kaye

FROM: James Savarese, 53 Eugenia Property Owner, Kiawah Island

RE: Proposed Beachfront Overlay Zoning District: #AZO25-000009

This letter represents a petition from James & Eileen Savarese, owners of property located at 53 Eugenia on Kiawah Island, SC, to object to the new, excessive and seemingly arbitrary set back provisions proposed by TOKI.

The proposed change is extreme in its approach and arbitrary in setting 100 feet of new beachfront zoning that gives TOKI additional jurisdictional authority over the beachfront properties. This 100 foot new set-up now extends way beyond the dune and into virtually all Eugenia properties and their backyards, including their decks, their pools, and part of their homes. The proposed zone A already covers the area comprising the dunes and in many cases extends 20 and 30 feet (and in some cases more) beyond the dune inward. That zone area of 50 feet more than covers the protection and natural functioning of the dunes, beaches and coastal systems. Saddled on top of this 50 foot zone is an additional arbitrary 50 foot zone B that already starts inland and extends another 50 feet into Eugenia owner's properties. This second zone is well away from the dune, is especially arbitrary in its setting, and is gratuitous in its purpose. It also has a huge unintended negative financial impact to virtually all the beachfront homes on Eugenia avenue. In an attempt to gain control over aesthetic issues of multi-family homes down the beach (which I agree with), it has created huge negative ramifications on the beachfront Eugenia homes and there should be other ways to solve this issue.

Most of the beachfront Eugenia owners were not aware of these provisions as the high-level literature on this new ordinance focused mostly on the mission of consistency over dune protection; it did not present in its summary goals that the ordinance represented a dramatic expansion of jurisdictional authority by the TOKI over its properties.. The letter that was sent by TOKI in the mail with a thousand foot picture of the Kiawah beach from a drone was misleading because you could not tell there was a dramatic expansion in the authority over one's property unless you spent the time and dove into the details and looked at the interactive map. This deep dive has just started to happen with beachfront Eugenia property owners with what this ordinance really is intending to do and you will soon find that virtually every beachfront Eugenia home owner is alarmed at what is being proposed. I would advocate that you give the process more time than the April 7th deadline allows to hear specifically from the Eugenia beachfront owners who are just coming up to speed on this issue.

In summary, we strongly believe that the zone B setback in particular is arbitrary, excessive, currently unneeded and goes way beyond what the State of South Carolina has set. The current jurisdiction and set back rules already provide jurisdictional authority and protection of the dune and beach systems. Furthermore,

Kiawah is a unique beach in that it has been stable for the last 15 years and so the addition of zone B zone is excessive, is not needed at this time and creates large unintended financial consequences to beachfront Eugenia property owners whose properties immediately become nonconforming. The addition of zone B constitutes an involuntary "taking of private property" per our constitution that will render it in part highly devalued. If implemented, virtually all beachfront Eugenia homes will be entitled to just compensation for this devaluing of property.

Thank you for reviewing our objections to the proposed Zoning setback proposal.

Sincerely,

James & Eileen Savarese
Owners of 53 Eugenia, Kiawah Island, SC 29455

Daniel Vincent

From: E Harrigan <harrigan@theharrigans.info>
Sent: Tuesday, March 31, 2026 1:19 PM
To: TOKI Planning
Cc: Terrell Harrigan
Subject: Formal Objection to Proposed Zoning Map & Text Amendment (#AZO25-000009)

Town of Kiawah Island (TOKI)

Mayor D. Belt

Town Council Members

Dear Mayor Belt and Members of Council:

We, Terrell and Elliott Harrigan, managers of the LLC that owns the property located at 51 Eugenia Avenue, Kiawah Island, South Carolina, , formally object to the proposed zoning amendment and setback overlay currently under consideration.

Based on our reading of the ordinance we think the ordinance as drafted represents a material change of long-standing zoning practices. As drafted, the proposed Buffer A (50 ft) and Buffer B (100 ft) setback provisions would substantially encroach upon, impair, and effectively "take" significant portions of the privately owned residential property which we own at 51 Eugenia Avenue. The ordinance does not specifically state that a property

owner would have an irrevocable right to build or redevelop this property. Currently we have a home under construction. Would we be "grandfathered in" if our home was destroyed due to fire, hurricane etc. and be able to rebuild by right? If not, this would constitute a taking of our current property rights.

The proposed overlay disproportionately and selectively impacts Eugenia Avenue, one of the oldest and most established oceanfront neighborhoods on Kiawah Island, while leaving the majority of other oceanfront properties unaffected. This unequal and selective burdening of our neighborhood has no rational basis.

There is no credible or objective evidence supporting the necessity of this dramatic setback expansion. To the contrary, as documented in public records and studies, the beachfront and dune systems along Eugenia Avenue have remained stable or accreting for decades. The State (OCRM) is the regulatory party that has the authority to establish setback lines based on scientific evidence.

Dune growth of approximately 30–45 feet since 2001 has been observed, with continued stability confirmed by state and local

analyses . The proposed action is therefore unsupported by data and inconsistent with observed conditions.

The proposed setback would bisect and materially impair the usable footprint of our property at 51 Eugenia Avenue, effectively depriving us of the economically viable use of substantial portions of our land.

Such action constitutes a regulatory taking under the Fifth and Fourteenth Amendments to the United States Constitution, requiring just compensation. The United States Supreme Court in *Lucas v. South Carolina Coastal Council* makes clear that regulations which eliminate or materially impair use and value of property.

- A taking need not eliminate all use—material impairment is sufficient
- Subsequent regulatory adjustments do not cure the original taking
- The financial burden of compensation rests with the governing authority

Proceeding with this proposal exposes the Town and Charleston County to significant financial liability, potentially in the hundreds of millions of dollars for affected properties

The proposed zoning amendment would:

- Interfere with existing lawful structures and improvements
- Restrict future redevelopment or reconstruction rights
- Impair the ability to subdivide, finance, insure, or transfer the property
- Cause immediate and long-term diminution in value

These impacts represent a direct infringement on vested property rights, which are strongly protected under both federal and South Carolina law.

Beyond its legal deficiencies, the proposal is unsound public policy:

- It will materially reduce property values along Eugenia Avenue
- It may result in significant loss of property tax revenue
- It undermines confidence in the Town's regulatory consistency and fairness

A far more prudent and defensible course we suggest is to:

- Maintain the existing setback framework
- Continue ongoing monitoring of beach and dune conditions
- Reevaluate only upon clear, data-supported necessity

This approach balances environmental stewardship with legal protections.

For the foregoing reasons we respectfully request that the proposed zoning amendment be withdrawn as not to encroach upon or impair private property rights along Eugenia Avenue, including our property located at 51 Eugenia Avenue.

If the proposal proceeds in its current form, the we will be compelled to pursue all available legal remedies to protect our property interests.

Respectfully submitted,

51 Eugenia Avenue
Kiawah Island, South Carolina

Elliott & Terrell Harrigan

Daniel Vincent

From: Joseph Kaminkow <joesecretsauce@gmail.com>
Sent: Tuesday, March 31, 2026 11:04 AM
To: TOKI Planning; Benita Riley Riley Kaminkow; JOE KAMINKOW
Cc: Yolanda Mattison; galdridge@aldridgepите.com
Subject: Re: Objection to Proposed Zoning Rights

On Mar 31, 2026, at 8:02 AM, Joseph Kaminkow <joesecretsauce@gmail.com> wrote:

March 31, 2026
Via Federal Express and Electronic Mail
Tokiplanning@kiawahisland.org
Town of Kiawah Island (TOKI)
Mayor D. Belt
Town Council Members
RE: Formal Objection to Proposed Zoning Map & Text Amendment (#AZO25-000009) Public Hearing
Dear Mayor Belt and Members of Council:
Joseph Kaminkow and Benita Kaminkow, owners of the property located at 43A Eugenia Avenue, Kiawah Island, South Carolina, together with the Kaminkow Family Grandchildren Trust (collectively, the "Owner"), in formal

and unequivocal object to the proposed zoning amendment and setback overlay currently under consideration.

The proposal represents a material, unjustified, and constitutionally problematic departure from long-standing zoning practices as applied to oceanfront properties along Eugenia Avenue. As drafted, the proposed Buffer A (50 ft) and Buffer B (100 ft) setback provisions would substantially encroach upon, impair, and effectively appropriate significant portions of privately owned residential property which we own at 43A Eugenia Avenue.

The proposed overlay disproportionately and selectively impacts Eugenia Avenue, one of the oldest and most established oceanfront neighborhoods on Kiawah Island, while leaving the majority of other oceanfront properties unaffected. This unequal and selective burdening of our neighborhood, without a rational or evidentiary basis, raises serious concerns regarding arbitrary and capricious governmental action.

There is no credible or objective evidence supporting the necessity of this dramatic setback expansion. To the contrary, as documented in public records and studies, the beachfront and dune systems along Eugenia Avenue have remained stable or accreting for decades.

Dune growth of approximately 30–45 feet since 2001 has been observed, with continued stability confirmed by state and local analyses . The proposed action is therefore unsupported by data and inconsistent with observed conditions.

The proposed setback would bisect and materially impair the usable footprint of our property at 43A Eugenia Avenue, effectively depriving the us of economically viable use of substantial portions of the land.

Such action constitutes a regulatory taking under the Fifth and Fourteenth Amendments to the United States Constitution, requiring just compensation. The United States Supreme Court in *Lucas v. South Carolina Coastal Council* makes clear that regulations which eliminate or materially impair use and value of property.

- A taking need not eliminate all use—material impairment is sufficient

- Subsequent regulatory adjustments do not cure the original taking

- The financial burden of compensation rests with the governing authority

Proceeding with this proposal exposes the Town and Charleston County to significant financial liability, potentially in the hundreds of millions of dollars across affected properties and we would seek damages.

The proposed zoning amendment would:

- Interfere with existing lawful structures and improvements
- Restrict future development, expansion, or reconstruction rights
- Impair the ability to subdivide, finance, insure, or transfer the property
- Cause immediate and long-term diminution in value

These impacts represent a direct infringement on vested property rights, which are strongly protected under both federal and South Carolina law. And we will fight to protect our rights.

Beyond its legal deficiencies, the proposal is unsound public policy:

- It will materially reduce property values along Eugenia Avenue
- It may result in significant loss of property tax revenue
- It introduces litigation exposure and uncertainty

- It undermines confidence in the Town's regulatory consistency and fairness

A far more prudent and defensible course we suggest is to:

- Maintain the existing setback framework
- Continue ongoing monitoring of beach and dune conditions
- Reevaluate only upon clear, data-supported necessity

This approach balances environmental stewardship with constitutional protections and avoids unnecessary legal and financial risk with the town will be subject to.

For the foregoing reasons we respectfully but firmly requests that the proposed zoning amendment be withdrawn as not to encroach upon or impair private property rights along Eugenia Avenue, including our property located at 43A Eugenia Avenue.

If the proposal proceeds in its current form, the we will be compelled to pursue all available legal remedies to protect our property interests and we have joined other owners in hiring respected legal counsel going forward and have advised them to use the full force of the law to protect our rights and property from harm,

Respectfully submitted,

Joseph Kaminkow
Benita Kaminkow, Esq.
43A Eugenia Avenue Kiawah Island, South Carolina
On behalf of themselves and the Kaminkow Family Grandchildren Trust
CC. G.Aldridge

Daniel Vincent

From: Joseph Kaminkow <joesecretsauce@gmail.com>
Sent: Tuesday, March 31, 2026 11:02 AM
To: TOKI Planning; Benita Riley Riley Kaminkow; JOE KAMINKOW
Cc: galdrdridge@aldridgepите.com; Yolanda Mattison
Subject: Objection to Proposed Zoning Rights

March 31, 2026

Via Federal Express and Electronic Mail

TokiPlanning@kiawahisland.org

Town of Kiawah Island (TOKI)

Mayor D. Belt

Town Council Members

RE: Formal Objection to Proposed Zoning Map & Text Amendment
(#AZO25-000009)

Public Hearing

Dear Mayor Belt and Members of Council:

Joseph Kaminkow and Benita Kaminkow, owners of the property located at 43A Eugenia Avenue, Kiawah Island, South Carolina, together with the Kaminkow Family Grandchildren Trust (collectively, the "Owner"), in formal and unequivocal object to the proposed zoning amendment and setback overlay currently under consideration.

The proposal represents a material, unjustified, and constitutionally problematic departure from long-standing zoning practices as applied to oceanfront properties along Eugenia Avenue. As drafted, the proposed Buffer A (50 ft) and Buffer B (100 ft) setback provisions would substantially encroach upon, impair, and effectively appropriate significant portions of privately owned residential property which we own at 43A Eugenia Avenue.

The proposed overlay disproportionately and selectively impacts Eugenia Avenue, one of the oldest and most established oceanfront neighborhoods on Kiawah Island, while leaving the majority of other oceanfront properties unaffected. This unequal and selective burdening of our neighborhood, without a rational or evidentiary basis, raises serious concerns regarding arbitrary and capricious governmental action.

There is no credible or objective evidence supporting the necessity of this dramatic setback expansion. To the contrary, as documented in public records and studies, the beachfront and dune systems along Eugenia Avenue have remained stable or accreting for decades.

Dune growth of approximately 30–45 feet since 2001 has been observed, with continued stability confirmed by state and local analyses. The proposed action is therefore unsupported by data and inconsistent with observed conditions.

The proposed setback would bisect and materially impair the usable footprint of our property at 43A Eugenia Avenue, effectively depriving the us of economically viable use of substantial portions of the land.

Such action constitutes a regulatory taking under the Fifth and Fourteenth Amendments to the United States Constitution, requiring just compensation. The United States Supreme Court in *Lucas v. South Carolina Coastal Council* makes clear that regulations which eliminate or materially impair use and value of property.

- A taking need not eliminate all use—material impairment is sufficient

- Subsequent regulatory adjustments do not cure the original taking
- The financial burden of compensation rests with the governing authority

Proceeding with this proposal exposes the Town and Charleston County to significant financial liability, potentially in the hundreds of millions of dollars across affected properties and we would seek damages.

The proposed zoning amendment would:

- Interfere with existing lawful structures and improvements
- Restrict future development, expansion, or reconstruction rights
- Impair the ability to subdivide, finance, insure, or transfer the property
- Cause immediate and long-term diminution in value

These impacts represent a direct infringement on vested property rights, which are strongly protected under both federal and South Carolina law. And we will fight to protect our rights.

Beyond its legal deficiencies, the proposal is unsound public policy:

- It will materially reduce property values along Eugenia Avenue
- It may result in significant loss of property tax revenue
- It introduces litigation exposure and uncertainty

- It undermines confidence in the Town's regulatory consistency and fairness

A far more prudent and defensible course we suggest is to:

- Maintain the existing setback framework
- Continue ongoing monitoring of beach and dune conditions
- Reevaluate only upon clear, data-supported necessity

This approach balances environmental stewardship with constitutional protections and avoids unnecessary legal and financial risk with the town will be subject to.

For the foregoing reasons we respectfully but firmly requests that the proposed zoning amendment be withdrawn as not to encroach upon or impair private property rights along Eugenia Avenue, including our property located at 43A Eugenia Avenue.

If the proposal proceeds in its current form, the we will be compelled to pursue all available legal remedies to protect our property interests and we have joined other owners in hiring respected legal counsel going forward and have advised them to use the full force of the law to protect our rights and property from harm,

Respectfully submitted,

Joseph Kaminkow

Benita Kaminkow, Esq.

43A Eugenia Avenue

Kiawah Island, South Carolina

On behalf of themselves and the

Kaminkow Family Grandchildren Trust

CC. G. Aldridge

March 29, 2026

Attention: Town of Kiawah Island (TOKI), Mayor D. Belt, Council Members E. Luke Farell, Lance Spencer, Madeline Kaye.

Re: Proposed TOKI Public Hearing April 7, 2026
Zoning Map & Zoning Text Amendment: AZO25-000009, Beachfront Overlay Zoning Proposal. (2-page Letter)

Dear Sirs:

We are owners of 67 Eugenia Avenue. We strongly object to the profound and completely Unnecessary setback provisions being proposed by this beachfront overlay proposal.

The stated purpose of the proposal is to protect the integrity, natural function, and resilience of beaches, dunes and coastal systems. Certainly, a worthy cause, however, the dunes and beach along Eugenia are very stable. In fact, the dunes along Eugenia Avenue have been accreting. The existing setback requirements have been very effective. The Town is Therefore, providing a solution for a problem that doesn't exist, creating unnecessary complexity and significant hardship for the Eugenia oceanside homeowners.

Further, the rationale for a 100-foot and a 50-foot buffer is not supported by any evidence or scientific analysis. These setbacks are completely arbitrary and capricious.

We estimate that the new restrictions will impact 50% of our lot. A map of our property with the proposed overlay and buffer zones encumbering our property is attached. We would ask you to look at this map and consider how you would feel if this type of restriction were to be imposed on your property.

Our family purchased our property in 2008. We paid a premium price for our property based on the zoning and setback regulations that had been established over time. Our investment in this property was based on the assurance of those regulations allowing us to rebuild regardless of storm impact on the coastline. We purchased our property placed it into a trust to assure the future generations of our family would have the ability to enjoy Kiawah.

During our time on Kiawah as a property owner, we have routinely researched the stability of the dunes and beach. These buffers are not needed. Adding them would have a disproportionate and catastrophic impact on the Eugenia oceanside property owners.

Our family now faces the potential of unnecessary regulatory overreach that will place considerable uncertainty on our ability to rebuild our home should it be destroyed by storms or any other Acts of God.

Please take a moment to consider a family that invested a significant portion of its net worth into a generational home for our children and hopefully their children.

We request that the beachfront overlay proposal be terminated and not extended onto the property line of 67 Eugenia Avenue, and similarly for the other beachfront homes located on Eugenia Avenue.

Thank you.

A handwritten signature in blue ink, appearing to read "Michael and Denise John".

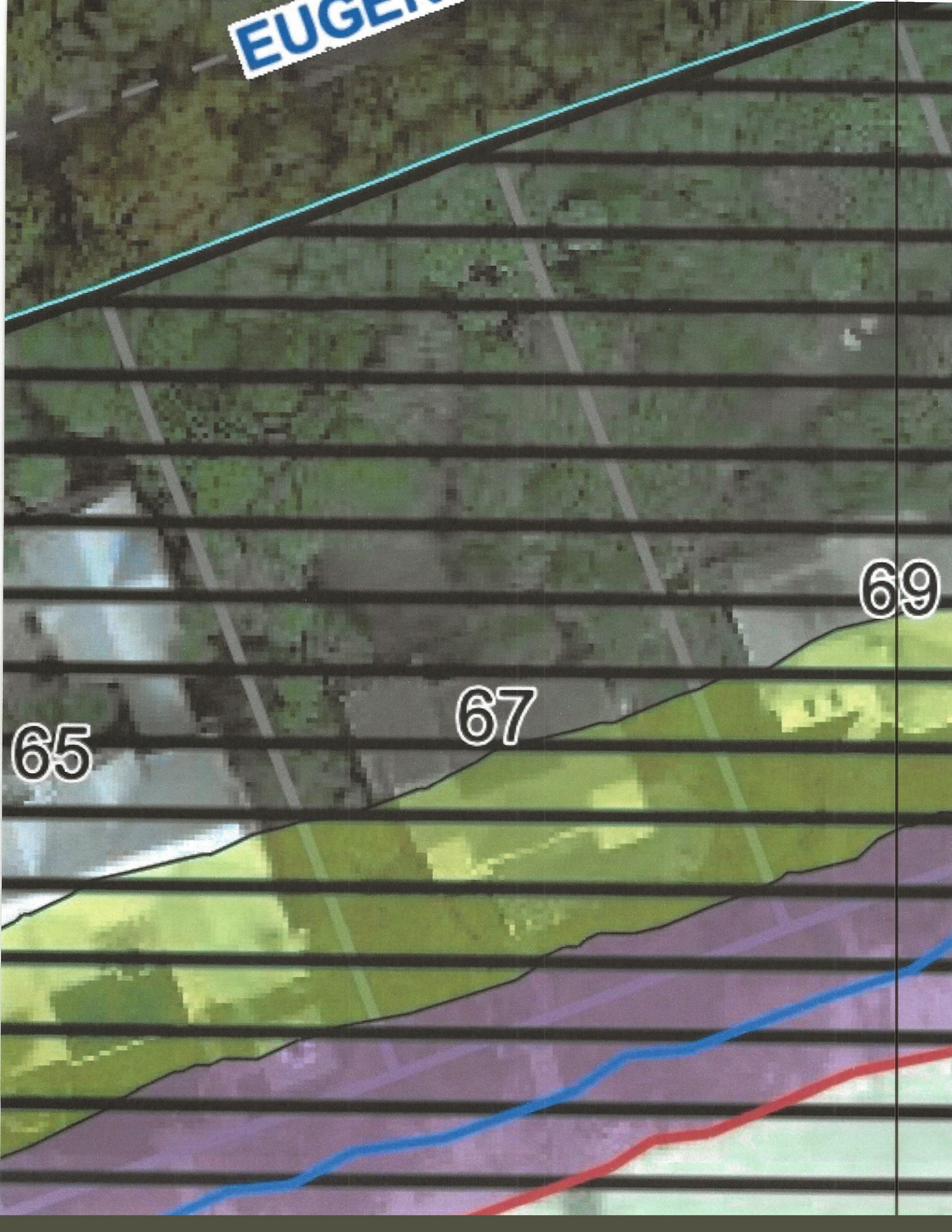
Michael and Denise John
67 Eugenia Avenue
Kiawah Island, SC 29455
and
1205 Williamsburg Way
Charleston, WV 25314
304.389.0882
304.546.6868

Attachment – 1

Sent by Federal Express

Sent by E-mail: Tokiplanning@kiawahisland.org

EUGEN



65

67

69

March 26, 2026

Attention: Town of Kiawah Island (TOKI), Mayor D. Belt, Council Members E. Luke Farrell, Lance Spencer, Madeline Kaye.

Sent by Federal Express

Sent by E-Mail: TokiPlanning@kiawahisland.org

RE: Proposed TOKI Public Hearing April 7, 2026

Zoning Map & Zoning Text Amendment: AZO25-000009, Beachfront Overlay Zoning Proposal. (14-page Letter)

Dear Sirs:

We are the owners of 55 Eugenia Avenue. We strongly object to the profound and completely unnecessary setback provisions being proposed by this beachfront overlay proposal.

The stated purpose of the proposal is to protect the integrity, natural function, and resilience of beaches, dunes, and coastal systems. Certainly, a worthy cause, however, the dunes and beaches along Eugenia are and have been stable for decades. In fact, the dunes along Eugenia Avenue have been accreting. The existing setback requirements have been very effective. The Town is therefore providing a solution for a problem that doesn't exist, creating unnecessary complexity and significant hardship for the Eugenia oceanside homeowners.

Further, the rationale for a 100-foot buffer and a 50-foot buffer is not supported by any evidence or scientific analysis. These setbacks are completely arbitrary and capricious.

We engaged a surveyor to plot the buffer zones on our property. The zones will cover 36% of our lot. One of our neighbors estimates 50% of his property is dissected by the buffer zones. This level of impact is outrageous. This is value destruction on an unprecedented scale.

We are new to this community, having purchased the property in 2023, and plan to transition to permanent residency by the end of this year. We paid a premium price for this lot. Do you not recognize or appreciate how significant the buffer zones will be to the value

of our property? Is the situation with the beaches and dunes so dire that this level of "taking" is justified. The answer to any reasonable person is absolutely no.

Prior to making the purchase, we researched the stability of the dunes and beaches. These buffers are not needed. Adding them has a disproportionate and catastrophic impact on the Eugenia oceanside property owners.

Please take a moment and put yourselves in the shoes of the Eugenia Avenue oceanside property owners. Would your neighborhood stand for being singled out with as much as 50% of your property being restricted without any compensation or a clear and present overriding community need? We can't stress enough how unfair this is to Eugenia Ave owners.

We request that the setback proposal not extend into the property line of 55 Eugenia Avenue, and similarly for the other homes located on Eugenia Avenue.

Thank You

Andrew and Lauren Wagner
55 Eugenia Avenue
Kiawah Island, SC 29455
and
73 Beachside Ave.
Westport, CT 06880
203 809 1282

March 24, 2026

Attention: Town of Kiawah Island (TOKI), Mayor D. Belt, Council Members E. Luke Farrell, Lance Spencer, Madeline Kaye.

Sent by Federal Express

Sent by E-Mail: TokiPlanning@kiawahisland.org

**RE: Proposed TOKI Public Hearing April 7, 2026
Zoning Map & Zoning Text Amendment: AZO25-000009, Beachfront Overlay
Zoning Proposal. (13-page Letter)**

Dear Sirs:

This letter is a petition by Henry and Eva Holland, owners of property located on 37 Eugenia Avenue on Kiawah Island, SC, hereby known as “Owner,” to object to the proposed radical new setback provision proposed by Town of Kiawah Island (TOKI), and specifically along the mid-portion of the island that courses in parallel to Eugenia Avenue. The proposal adversely affects ocean front properties along Eugenia Avenue, including the Owner’s property at 37 Eugenia Avenue. It is requested that the proposed change from the historical setback be denied.

The proposed change is a radical departure of the historical setback line and is being arbitrarily and capriciously applied. The proposed Buffer A 50ft and Buffer B 100ft setbacks encroaches onto nearly all the residential properties along Eugenia Avenue, which are positioned well behind the ecologically protected dune system {Beachfront Overlay Map: [Proposed Beachfront Overlay Map](#)}.

This zoning proposal specifically targets the oldest oceanfront neighborhood on Kiawah, whereas the proposed beachfront overlay zoning has no adverse impact on the remaining 80% of oceanfront properties including Surf Song and Fly Away. This proposed zone setback is unprecedented with no other area on Kiawah Island having such draconian restrictions on land use. Similarly, Charleston County does not have such restrictions on residential properties.

The 100 ft buffer extends into our main house and fully encompasses the original second residential structure, arbor and pool located on our property at 37 Eugenia Avenue. This impact occurs on a substantial percentage of the residential properties located on the ocean side of Eugenia Avenue. There is no objective evidence of significant beach erosion along Eugenia Avenue to justify this new proposal, or evidence that the current structures adversely impact on the beach stability.

On the contrary, it is obvious to even the casual observer that the dunes along Eugenia Avenue have remained stable or accreted over the past three decades with an average of 30 to 45 feet since 2001. This is further supported by DHEC-OCRM publications on the state of the beach along Eugenia Avenue that repeatedly described

the section as stable or with accretion since 1991, and Kiawah Island as an overall “stable beach” and dune system. The TOKI commissioned *2020 Local Beach Management Plan* prepared by Dr. Kana similar confirms the stability of beach and dune systems on Kiawah Island other than the dynamic dune systems adjacent to the western and eastern inlets. The DEHC Monument Marker #2660 located along Eugenia Avenue has remained relatively stable from 2014 through 2024 per the OCRM/DEHC publicly published data. In conclusion, there is no reasonable justification to change the setbacks along Eugenia Avenue.

Enactment of the proposal to radically alter the setback line will bisect our (and other owners) longstanding owned residential lots. This action is an involuntary “taking” of private property that will render it in part or fully “valueless”; thereby, placing at financial risk the Town of Kiawah Island and Charleston County of South Carolina to provide “just compensation” for current and/or future losses to the Owner as guaranteed under the Fifth and Fourteenth Amendments of the U.S. Constitution, and supported in a recent U.S. Supreme Court decision regarding setbacks on coastal land.¹ The TOKI proposal would be unconstitutional, illegal, null and void because such an action constitutes a taking of the Owner’s property without first paying fair, adequate and just compensation for such rights, in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. South Carolina OCRM/DEHC has previously proposed similar beachfront setbacks and did not proceed forward with implementation due to concerns of constitutional challenges and prohibitive costs.

Because the proposed action by TOKI affects residents on Kiawah Island, the potential financial liability to the TOKI and Charleston County may well approach if not exceed several hundred million dollars to provide just compensation. The action will, furthermore, impair property values on the island that may result in substantial property tax revenue loss to the County of Charleston.

We request that the setback proposal not extend into the property line of 37 Eugenia Avenue, and similarly for the other homes located on Eugenia Avenue. This will in effect have the same null impact as the homes along Surf Song and Fly Away, which collectively do not have the arbitrary and capricious buffer zone bisecting their properties.

Discussion:

1) Eugenia Avenue and Impact of 50/100 ft Setback (combined with Street Setback)

- i) The proposed Zoning Beach Overlay is an intentional taking of property along Eugenia Avenue. Specifically, there are at least 23 egregious examples along Eugenia Avenue and 6 units impacted along Mariner's Watch. They include:
 - (a) 33 B Eugenia: Rebuilding this property to similar size would be prohibited with 70% of the property sitting within setbacks.
 - (b) 35 Eugenia: 50% of the home sits within the 50/100 ft set back.
 - (c) 37 Eugenia: The combined setbacks cover 50% of the property lot. The current buildout footprint would not fit within the remaining square footage of the property not encroaching on the setbacks.
 - (d) 39 Eugenia: The combined setbacks cover nearly 50% of the property lot. The current home/pool would not fit within the remaining square footage of the property not encroaching on the setbacks.
 - (e) 43 A Eugenia: The combined setbacks cover nearly 50% of the property lot. The current home/pool would not fit within the remaining square footage of the property, not encroaching on the setbacks.
 - (f) 45 A Eugenia: The combined setbacks cover nearly 50% of the property lot. The current home/pool would not fit within the remaining square footage of the property not encroaching on the setbacks.
 - (g) 47 Eugenia: The combined setbacks cover nearly 50% of the property lot. The current home/pool would not fit within the remaining square footage of the property, not encroaching on the setbacks.
 - (h) 49 Eugenia: The combined setbacks cover nearly 50% of the property lot.
 - (i) 51 Eugenia: This is an empty lot and proposed set back prevents owner from building home on the property that would be comparable in footprint size to other recent homes built.
 - (j) 53 Eugenia: The combined setbacks cover nearly 40% of the property lot. The current home/pool would not fit within the remaining square footage of the property, not encroaching on the setbacks.
 - (k) 55 Eugenia: The combined setbacks cover nearly 40% of the property lot preventing the owner from building a home that would be comparable footprint size of other recent homes built.
 - (l) 57 Eugenia: The combined setbacks cover nearly 40% of the property lot and encroaches on the current home.
 - (m) 59 Eugenia: The combined setbacks cover nearly 50% of the property lot.
 - (n) 61 Eugenia: The combined setbacks cover nearly 40% of the property lot and encroach on the current home. This home could not be rebuilt without encroaching on the setbacks.
 - (o) 63 A Eugenia: The combined setbacks cover nearly 40% of the property lot.
 - (p) 63 Eugenia: The combined setbacks cover nearly 40% of the property.

- (q) 65 Eugenia: The combined setbacks cover nearly 40% of the property and encroaches on greater than 50% of the main house. The current home footprint could not be built without encroaching on the proposed setbacks.
 - (r) 67 Eugenia: The combined setbacks cover nearly 30% of the home and encroaches on 50% of the main house.
 - (s) 69 Eugenia: The combined setbacks cover nearly 30% of the home and encroaches on 50% of the main house.
 - (t) 71 Eugenia: The combined setbacks cover nearly 50% of the home and encroaches on 70% of the main house. The home foot print could not be rebuilt without encroaching on the proposed combined setbacks.
 - (u) 73 Eugenia: The combined setbacks cover nearly 40% of the home and encroaches on 40% of the main house. The home foot print could not be rebuilt without encroaching on the proposed combined setbacks.
 - (v) 75 Eugenia: The combined setbacks cover nearly 40% of the home and encroaches on the main house.
 - (w) 77 Eugenia: The combined setbacks cover nearly 40% of the home and encroaches on 50% of the main house. The home foot print could not be rebuilt without encroaching on the proposed combined setbacks.
 - (x) Mariner’s Watch: The combined setbacks prevent rebuilding of these structures. The setbacks encroach on all 6 multi-home units.
- ii) Eugenia Avenue was developed in the 1970’s and 1980’s with essentially all of the properties having homes constructed. A more reasonable modification of this zoning proposal would have had its intended impact if established 60 years ago. In reviewing the Interactive Beachfront Overlay Map there are at least 26 homes that sit within the 50/100 ft set back. In addition, 6 townhome multi-home units on Mariner’s Watch encroach on the setback.
 - iii) The majority of these current 26 homes could not be rebuilt within the Combined Lot Setbacks if they were destroyed by fire/wind/water or if the home was intentionally raised when accounting for both the 50/100 ft set back combined with the 35 ft set back from the street (known as the “combined setbacks”).
 - iv) The proposal prevents the older subset of homes from meeting current and future hurricane/flood building codes that would require raising the home’s flood base, installing break away foundation walls, changing its footprint, etc. This proposal imposes increased insurance costs and increased risk for home damage during a hurricane by restricting ability to raise the height and adjust the building’s footprint.

2) Beach and Dunes along Eugenia Avenue Have Shown Accretion During Past Three Decades

The proposed change is arbitrary. It is not substantiated by objective evidence published by DHEC and OCRM that clearly documents that the dune profile on the mid-portion of Kiawah Island along Eugenia Avenue has been stable over time.^{2,3,4,5,6,7,8,9}

For the past decade, the dunes along Eugenia Avenue have not only remained stable but have grown substantially seaward. The beach in front of 37 Eugenia has accrued new dunes of 40 ft seaward of the 2001 shoreline. The increased width of the beach prompted the TOKI during this interval to notify homeowners to extend their boardwalks to protect the new dunes.

OCRM has stated as recently as in its *2008 Annual State of the Beaches Report*³ that Kiawah is one of the most stable barrier islands in the state and that the area along Eugenia Avenue (mid station #2660) has remained stable. In the March 2003 report, it states that the beach along Eugenia Avenue from station 2660 to station 2680 showed that in years 2001-2002 that “the primary dunes stabilized and the beach seaward of the dune increased in width by 10 to 50 ft.” Aerial photographs of Kiawah Island have shown that the western mid portion of Kiawah Island (where Eugenia Avenue is now located) has remained stable over the past century. The recent beach renourishment of the far eastern island shoal appears to have resulted in increased sand deposition this winter with the likelihood that the dunes along Eugenia Avenue will expand an additional 10 to 30 feet over the next 12 - 24 months.

Aerial photographs of Kiawah Island since 1949 have consistently shown that the West Beach (includes Eugenia Avenue) and the adjacent mid-western island Turtle Point has remained stable with no evidence for beach erosion over the 58-year time span (Figure 1):

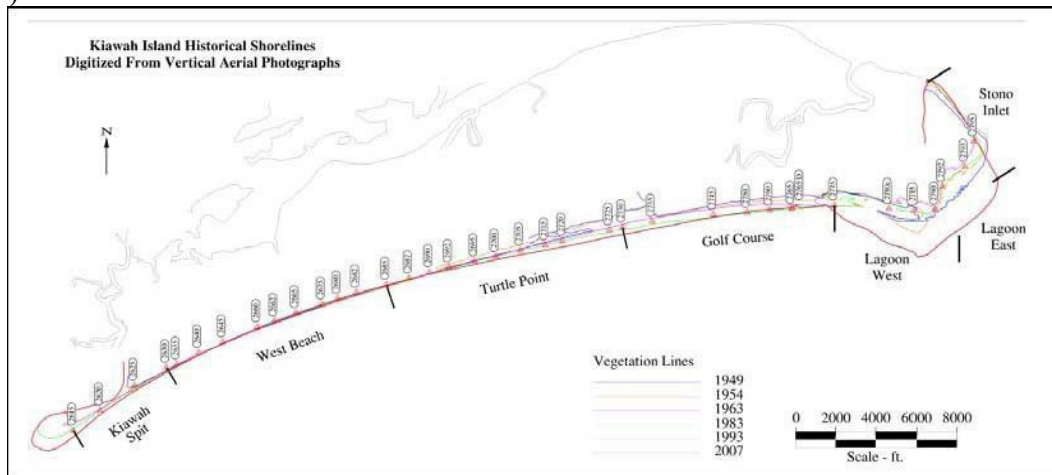


Figure 1. Aerial photographs digitalized of Kiawah Island from 1949 through 2007. Overlap of lines document that the West Beach (Eugenia Avenue) has remained stable with no erosion. The red line represents the most recent 2007 analysis and overlaps all prior lines.

The aerial photograph analysis shows that the West Beach (Eugenia Avenue) and Turtle Point portions of the island have remained stable if not expanding is further confirmed by objective beach measurements during the past decade. Analysis of the National Geodetic Vertical Datum (NGVD), a fixed reference adopted by the U. S. Government as a standard geodetic datum for vertical elevations, documents that since 1991 through 1997 there has been a net gain of 950,000 cubic feet of beach acreage along the western portion of the island that includes Turtle Point, West Beach (Eugenia Avenue) and Kiawah Spit. (figure 2):

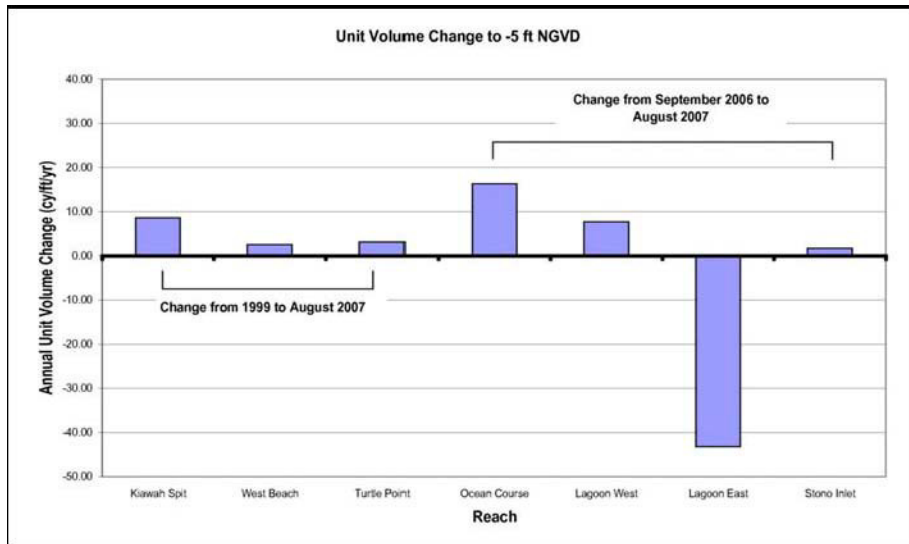


Figure 2. Annual unit volume change of beach/dunes between 1999 to August 2007 is shown on the left-half of the graph for Kiawah Spit, West Beach (Eugenia Ave.) and Turtle Point. There has been a net accretion of beach representing 950,000 cubic ft. during this time span. All three regions have shown beach accretion.

The residential ocean front lots along Eugenia Avenue have the highest elevation on the island approaching 15-20 feet above sea level. The majority of the lots were deeded in the 1970s or earlier, and all structures erected lie well behind the seaward dunes and are required to have elevated boardwalk structures to minimize injury to the dune ecosystem.

In summary, the objective evidence supports the conclusion that the beach/dune area along Eugenia Avenue has not only been stable, but the primary dune has extended significantly seaward during the past decade. DHEC/OCRM published data during the past decade, in fact, supports the conclusion that the beach/dune areas are expanding seaward along this stable portion of the island. There is no objective evidence to support the DHEC/OCRM conclusion that the beach/dune area along Eugenia Avenue will substantially and significantly erode over the next 40 to 100 years, and to support the recommendation to radically extend the setback by several hundred feet.

3) 37 Eugenia Avenue and Adverse “Value” Impact of Proposed 40 Year Setback Line

The proposed 100 ft set back is a taking of residential property and will depreciate the home values along Eugenia Avenue and Mariner’s Watch. Regarding our home on 37 Eugenia Avenue, the impact on the value of the property would be severe. The proposed combined setback bisects our useable property acreage by approximately one-half.

- a) **Taking and Just Compensation:** The enactment of the proposed setback will adversely affect home values on Eugenia Avenue in historical relationship to ocean front properties on Kiawah Island. Whether intended or not by TOKI’s action, this taking adversely impacts the use and value of the property. The U.S. Supreme Court decision of *Lucas v. State of South Carolina*¹ indicated that an imposed setback was in essence a taking that prevented the ability to use the property as intended, thereby, rendering the property valueless. The U.S. Supreme Court held that when a property owner suffered a taking, there were no exceptions from common rule (the Takings Clause and the Just Compensation Clause of the fifth and fourteenth amendments). Furthermore, when the state of South Carolina amended their original statute by including provisions that might permit limited construction, the U.S. Supreme Court held that a property owner must still be compensated. Even when legislation later renders the initial act less restrictive, property owners still suffer from the original effects of a taking, thus, just compensation must be rendered.

Under the current proposal, the new setback taking would render depreciation in the value of the property, and it is reasonable to conclude that TOKI and Charleston County would be required to compensate the property owner for the fair market value loss to the property resulting from the Zoning proposal.

- b) **37 Eugenia Current Structures:** The proposed setback affects both of our structures.
 - a. **Main House:** The Owner’s lot acreage is bisected in half by the proposed setback line, which includes the line partially bisecting the Main House. Our home’s seaward side already sits back farther than the adjacent homes on Eugenia. Future planned expansion of the home will be prohibited towards the ocean (*see attached photos*).
 - b. Due to the bending of Eugenia Avenue starting at 35 Eugenia and eastward, the lots have significantly less depth. This has required that the home be located closer to the street than other ocean front homes. It is, therefore, not amenable to further expansion of the home towards the street.
 - c. **Secondary Structure/Cottage:** Our secondary structure/cottage is completely located within the proposed set back zone (*see attached photos*).

- d. Additional impact of the proposed setbacks include the following:
 - i. If the structure is destroyed, current building codes would require the structure to be set higher and larger footprint that would be prohibited under the proposed zoning change. This, therefore, is a taking that results in current and future losses.
 - ii. Any improvements to the structure, including meeting current building and hurricane codes are prohibited with the new proposal. This again results in a taking and loss of value of the property to present and future owners.
 - iii. Splitting Lot into Ocean Front and Back Lot The proposed 100 ft set back bisects the property by approximately 50%. This will adversely affect our ability to re-plat the property into an “ocean front” and “back ocean” lot, as is permitted. (e.g. 35A/B Eugenia Avenue split to front ocean and back ocean lots). This would result in a 100% lot coverage by the proposed setback preventing construction of any home on the proposed lot.
- e. While the state may provide provisions to allow restrictive and severe limitations on new construction on the restricted lot area, the property owner would still suffer from the original effects of the taking and would be due just compensation. This will result in adverse impact upon the land value.

Thank you for reviewing our objections to the proposed Zoning setback proposal.

Sincerely,

Henry Kent Holland, MD, BSE
Eva M. Holland, Esq.
37 Eugenia Avenue Kiawah Island, SC 29455

*Send Correspondence to Mailing Address: 924 Springdale RD NE, Atlanta GA 30306.

kholland@bmtga.com

CC: Hamlin O’Kelley, Esq, Buist & Byers

References

¹*Lucas v. South Carolina Coastal Council* United States Supreme Court Decision, June 29, 1992. (The Court ruled that the South Carolina Coastal Council change of “critical area” set back line onto private ocean front property resulted in the petitioner suffering a “taking” of his property by the State Of South Carolina and the property was rendered “valueless” by the state statute and Lucas was entitled to “just compensation.”)

Although the South Carolina Supreme Court decided that state regulations “were designed to prevent serious public harm,” the

U.S. Supreme Court held that when a property owner suffered a “taking,” there were no exceptions from common rule (the Takings Clause and the Just Compensation Clause). Furthermore, when the state of South Carolina amended their original statute by including provisions that might permit limited construction, the U.S. Supreme Court held that a property owner must still be compensated. Even when legislation later renders the initial act less restrictive, property owners still suffer from the original effects of a taking, thus, just compensation must be rendered.

²South Carolina’s Annual State of The Beaches Report March 2003 South Carolina’s Annual

³State of The Beaches Report March 2006 South Carolina’s Annual State of The Beaches

⁴Report March 2008

⁵Measurement of new dunes in March 2009 in comparison to 2001 along the mid-section of Eugenia Avenue including 37 Eugenia demonstrates accrual of new dunes 35 to 50 feet seaward of the 2001 shoreline. In addition, the dry berm measures an additional 45 to 60 feet. Based upon recent shoal beach renourishment project at the eastern end of Kiawah Island, it appears that an additional 15 to 20 feet will be added in the upcoming 18 to 24 months.

⁶Photos (see attachments)

⁷Aerial photographs digitalized of Kiawah Island from 1949 through 2007. Provided courtesy of Dr. Kana, presentation of the State of the Beach at Kiawah Island 2008.

⁸**National Geodetic Vertical Datum (NGVD)** - means a fixed reference adopted by the U. S. Government as a standard geodetic datum for vertical elevations. Graph provided courtesy of Dr. Kana, presentation of the State of the Beach at Kiawah Island 2008. Data provided by state. Data shows beach along West Beach (Eugenia Avenue) has a net accretion between 1999 – 2007 at a rate of approximately 2.5 – 3 cy/ft/yr.

⁹Photos (see attached)

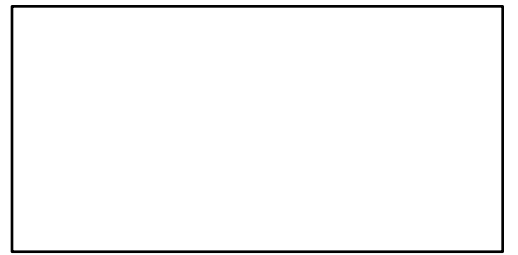


2001 Primary Dune Line

New Dunes Since
2001: 35 - 45 ft.
37 Eugenia Ave

I

40 Ft. New Constructed Boardwalk 3/2009 to span across new dunes since 2001
11 Eugenia Avenue





ARCHITECT:
1uu runu
JI
AIA

UIJGU GNTUUCTIDIPC.



John Taylor

From: Brian Sieve <briansieve100@gmail.com>
Sent: Tuesday, March 17, 2026 6:12 PM
To: TOKI Planning
Subject: Opposition to Beach Overlay District

I write to express my opposition to the proposed beach overlay zoning proposal. Homeowners are already subject to extensive (and in some cases, overly restrictive) regulations via the ARB organizations and existing regulatory bodies. This new proposal will, in my view, have significant negative impacts on residents' property rights.

The proposed overlay appears to include restrictions that limit the reasonable use of private property without any demonstrated necessity. Our property owners have legitimately relied upon the existing zoning regulations. The current zoning regulations should not be altered without compelling evidence to support a change. Nor should the Council add additional zoning regulations without a demonstrated economic need to do so.

I am particularly concerned about how the new proposed regulations will be implemented and enforced. There is a meaningful risk of inconsistent application, unnecessary administrative burden, and unintended consequences for homeowners and local businesses. I object to our local government representatives injecting themselves into the zoning process by adding yet another layer of regulation.

At a minimum, a more thorough cost-benefit analysis should be conducted, including an assessment of the potential impacts on property values, redevelopment opportunities, and tax revenues, before moving forward. And the Council should give particular weight to the views of our residents most affected by these proposed changes.

For these reasons, I request the proposed Beach Overlay zoning proposal be rejected. At a minimum, the Council should conduct further study and economic analysis before proceeding.

Thank you for your consideration.

Brian D. Sieve

26 Ocean Course Drive
Kiawah Island, SC 29455

Mobile: 708 732 0192

Sent from my iPad

From: Mary Jo Patterson <maryjom.patterson@gmail.com>
Sent: Friday, March 13, 2026 9:57 AM
To: TOKI Planning
Cc: Mary Jo Patterson
Subject: Zoning Map & Zoning Text Amendment

Good morning,

Thank you for notification of the upcoming public meeting on April 7 regarding the Kiawah island zoning map and zoning text amendment.

My husband Michael and I are not able to attend the public meeting; however, we wholeheartedly support creating a beachfront overlay zoning district to protect the integrity and resilience of beaches, dunes, and coastal systems.

My husband and I bought a Turtle Point villa in April of 2019. Additionally, ten years before the purchase we traveled to Kiawah yearly with our family to enjoy this beautiful island.

We want this beach overlay protection for the island. We would like even more protections! Over the past 17 years, we have seen continual development on the island which is unsettling to us.

Future development on this island needs to be watched closely by all who are elected and hired to safeguard this island. We are relying on you to make good decisions on its preservation

We are grateful to weigh in on this zoning issue. Thank you.

Sincerely,
Mary Jo and Michael Patterson
5006 Green Dolphin Way

Mary Jo Monahan
Patterson, B.S., M.S.

Sent from my iPhone

Town of Kiawah Island city council and Planning Committee.

Dear Sir, this letter is to state our objection to your reckless proposal to alter set back lines to my property at 65 Eugenia Ave. The proposed change is a radical move to forever alter my property and its value. Your behavior only impacts and encroaches the residential properties along Eugenia Ave. The proposed set back lines of Buffer Zone A and B are arbitrary and random. The county and state of South Carolina don't have any such restrictions. It appears that your council and committee have dreamed of some junk science to establish your position. The Town of Kiawah is violating my constitutional rights.

There is no scientific evidence that your proposed set back lines improves beach erosion, integrity of the beach, vegetation or marine life.

The proposed buffer zones cross the middle of my home, my patio and swimming pool. Our home was designed and built with every government agency's approval. Our home couldn't be rebuilt in case of fire, hurricane or if I want to tear it down and build differently. The proposal will alter our ability to obtain homeowners insurance.

We are requesting that this proposal be squashed with no action since the State of South Carolina will be addressing setback lines soon.

Therefore, if the town proceeds with its proposal, I have no other choice but to seek relief in the courts from each one of you personally for hundreds of millions of dollars.

Your actions put at risk the financial stability of the Town.

Robert & Suzanne Meyers

65 Eugenia Ave.

From: Stephanie Tillerson
Sent: Monday, March 9, 2026 9:49 AM
To: JOANNE HENNESSY; Mary E Schmersal; Robert Ryan ; Sandy Devine; Connolly, John; babinecgene@gmail.com; bob.martineau1@gmail.com
Cc: John Taylor; Patrea St. John; Daniel Vincent
Subject: Fw: Review of Revised Beach Overlay

FYI, Message from Tim Hazel.



Stephanie Monroe Tillerson, AICP
Town Administrator
✉ stillerson@kiawahisland.gov
☎ 843-768-5103
🌐 www.kiawahisland.gov
📍 4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455

I have a new email address: stillerson@kiawahisland.gov. Please update your contacts and use this address for all future correspondence.

From: timothy.hazel <timothy.hazel@protonmail.com>
Sent: Saturday, March 07, 2026 11:07 AM
To: Stephanie Tillerson <stillerson@KiawahIsland.gov>
Subject: Review of Revised Beach Overlay

Town of Kiawah Island Planning Commission

4475 Betsy Kerrison Parkway
Kiawah Island, South Carolina 29455

Re: Proposed Beachfront Overlay Zoning District – Ordinance No. 2025-01

Dear Members of the Planning Commission:

I am writing to provide comments regarding the Town's proposed Beachfront Overlay Zoning District (Ordinance No. 2025-01), which would amend the Town of Kiawah Island Zoning Ordinance to establish new coastal buffer zones and related development limitations affecting properties along the beachfront.

The environmental objectives underlying the ordinance are understandable and important. South Carolina law expressly authorizes municipalities to adopt overlay zoning districts where there is a special public interest in regulating development within a particular geographic area. See S.C. Code

§ 6-29-720. Recent South Carolina case law likewise confirms that overlay districts may be adopted to advance legitimate public welfare objectives.

However, in its current form the proposed ordinance raises two significant legal and practical concerns. Fortunately, both issues can be addressed through relatively straightforward revisions that would strengthen the ordinance and reduce potential legal exposure.

I. Administrative Relief Provision Appears to Conflict with South Carolina Zoning Law

The proposed ordinance provides an administrative relief mechanism allowing the Planning Director to grant relief from certain dimensional requirements within the overlay district, including reductions of setbacks and increases in allowable coverage.

While intended to provide flexibility for constrained properties, this provision raises a legal issue under the South Carolina Local Government Comprehensive Planning Enabling Act (S.C. Code Title 6, Chapter 29).

Under S.C. Code § 6-29-800, the authority to grant variances from zoning requirements rests exclusively with the Board of Zoning Appeals (BZA) when strict application of a zoning ordinance results in unnecessary hardship.

Before granting a variance, the Board of Zoning Appeals must make written findings establishing that:

- extraordinary and exceptional conditions pertain to the property;
- those conditions do not generally apply to other properties in the vicinity;
- strict application of the ordinance would effectively prohibit or unreasonably restrict the use of the property; and
- granting the variance will not substantially harm adjacent property, the public good, or the character of the district.

South Carolina courts consistently emphasize that these requirements create a stringent hardship standard. For example:

- *Hodge v. Pollock* held that a property must suffer a singular disadvantage to justify a variance.
- *Application of Groves* confirms that the burden of proof rests entirely on the applicant.
- Courts also recognize that hardship cannot be self-created.

The proposed ordinance's administrative relief provision effectively creates a quasi-variance process, because it authorizes dimensional relief from zoning restrictions based on predefined criteria. However, the process would occur:

- without a public hearing (the Kiawah Community has previously seen what happens when Administrative reviews and approvals are granted in matters that technically required variances ... look to the CAPE plan review and approval process),
- without formal hardship findings, and
- without review by the Board of Zoning Appeals.

This raises a legitimate concern that the ordinance may inadvertently delegate variance authority to an administrative official, which could be challenged as inconsistent with the statutory framework established by the Enabling Act.

The ordinance also creates parallel relief mechanisms:

1. Administrative relief granted by the Planning Director; and
2. Variances granted by the Board of Zoning Appeals.

Operating two separate relief processes with different standards may lead to inconsistent application and potential due-process concerns.

It is also worth noting that South Carolina law does not require municipalities to create administrative waiver mechanisms within overlay districts. Instead, the statutory framework contemplates that relief from zoning regulations ordinarily occurs through the established variance and appeal procedures administered by the Board of Zoning Appeals.

Suggested Solutions

These concerns could be resolved through one of the following revisions:

*Option 1 – Convert Administrative Relief into a BZA Process (**NOT PREFERRED**)*

Amend the ordinance to provide that requests for relief from overlay buffer requirements be reviewed by the Board of Zoning Appeals under the statutory hardship standard. In my opinion, this solution is not ideal as it likely creates problems for subsequent purchasers of the pre-existing non-conforming properties as the required showing of hardship is made problematic by the fact that the purchaser had knowledge of the Overlay Ordinance at the time they purchase the non-conforming property.

*Option 2 – Establish a BZA "Special Exception" Procedure (**PREFERRED**)*

The ordinance could authorize the BZA to grant special exceptions for constrained parcels meeting defined criteria. This in my opinion would be preferred as subsequent purchasers would not be saddled by the fact that the purchase was made with "knowledge" of the Overlay Ordinance's impacts on the property.

*Option 3 – Limit Administrative Authority (**Preferred**)*

The Planning Director's authority could be limited to administrative interpretations and compliance determinations, with any dimensional relief requiring BZA review.

Each of these alternatives would preserve the Town's policy objectives while ensuring consistency with the statutory zoning framework.

II. Interaction with Existing Non-Conforming Structure Rules Creates Significant Practical Issues

The second concern arises from the interaction between the proposed overlay district and the Town's existing zoning provisions governing non-conforming structures.

Under the Kiawah Island zoning ordinance, lawfully existing structures that do not comply with current zoning standards may generally continue as legal non-conforming structures. **However, that status is limited when the structure is altered, expanded, or substantially reconstructed.**

The zoning ordinance defines "major renovation" as work exceeding 50 percent of the appraised value of the structure at the time of permit application. Once that threshold is exceeded, the project is typically treated as new development, meaning the structure must comply with current zoning standards - in the case of the Beach Overlay, adhere to the "buffer zone" restrictions.

The proposed overlay ordinance provides that:

Existing structures within the overlay buffer zones would become non-conforming and subject to the Town's existing non-conforming structure rules.

This interaction has important implications for existing beachfront homes.

For example, consider a hypothetical first-generation oceanfront residence along Eugenia Avenue that becomes non-conforming because a portion of the structure encroaches into the overlay buffer zone.

If a purchaser later undertakes substantial improvements—such as:

- roof replacement
- replacement of windows, doors, and exterior siding
- interior reconstruction to the studs
- other major structural improvements

and the cost of those improvements exceeds the 50 percent major renovation threshold, the structure may be required to comply fully with current zoning requirements.

If as part of the reconstruction / upgrades process FEMA floodplain regulations require the non-conforming home structure to be elevated, the reconstructed structure may also need to comply with the overlay district's height and dimensional limitations.

For certain parcels—particularly shallow oceanfront lots—this combination of requirements could make reconstruction extremely difficult or potentially impossible.

Overlay districts frequently generate these types of issues, and courts have recognized that existing development rights and prior permits may interact with overlay regulations when determining how restrictions apply to pre-existing structures.

Suggested Solutions

These concerns could be addressed through targeted revisions to the ordinance. Possible approaches include:

1. *Reconstruction Safe Harbor*

Allow existing structures within the overlay district to be repaired or reconstructed—even after substantial damage—provided that the reconstruction does not increase the degree of non-conformity.

2. *Pre-Existing Structure Protection*

Allow homes constructed prior to adoption of the overlay to be reconstructed within their existing footprint.

3. *FEMA Elevation Flexibility*

Permit elevation increases required for FEMA floodplain compliance without triggering additional overlay restrictions.

4. *Minimum Buildable Envelope*

Where the overlay eliminates a reasonable building area on a parcel, establish a minimum buildable envelope to preserve reasonable use.

Conclusion

The environmental objectives underlying the proposed Beachfront Overlay Zoning District are important and commendable. However, as currently drafted the ordinance presents two areas of concern:

1. The administrative relief mechanism may conflict with the statutory variance process established by South Carolina law; and
2. The interaction between the overlay and existing non-conforming structure rules may impose unintended burdens on existing oceanfront homes.

Both issues can be addressed through modest revisions that preserve the ordinance's environmental protections while improving legal clarity and practical implementation.

I respectfully encourage the Planning Commission to consider these adjustments as the ordinance moves forward.

Thank you for your consideration and for your continued efforts to protect and steward Kiawah Island's unique coastal environment.

Respectfully submitted,

Tim Hazel



TAB 5

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2025-21

An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts establishing Section 12-81. Beachfront Overlay Zoning District. to protect the integrity, natural function, and resilience of beaches, dunes, and coastal systems.

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

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to establish a transition buffer zone between the built environment and the beach and dune system to protect the integrity, natural function, resilience of the beach and dune system and preserve critical wildlife habitat; and

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

WHEREAS, the multiple Public Workshops (September 23, 2025, December 3, 2025, and January 16, 2026) were held, providing the public an opportunity to comment on the proposed amendment; and

WHEREAS, the Town Council held a Public Hearing on November 4, 2025, providing the public an opportunity to comment on the proposed amendment; and

WHEREAS, the Planning Commission held a meeting on March 4, 2026, at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted to recommend to Town Council that the proposed amendment be approved; and

WHEREAS, THE Town Council held a Public Hearing on April 7, 2026, providing the public an opportunity to comment on the proposed amendment; and

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 Chapter 12 - Land Use Planning and Zoning Ordinance to establish a Beachfront Overlay Zoning District.

Section 2

Ordinance

- (1) The Town hereby amends Article II. Zoning, Division 2. Zoning Map/Districts establishing Sec. 12-81. – Beachfront Overlay Zoning District as shown in the attached “**Exhibit A,**” which is hereby incorporated herein by reference.
- (2) The boundaries of the established Beachfront Overlay Zoning District are depicted in the Town of Kiawah Island Beachfront Overlay Zoning District Map as shown in the attached “**Exhibit B,**” which is hereby incorporated herein by reference. The Town hereby amends the official zoning map to incorporate the established Town of Kiawah Island Beachfront Overlay Zoning District.
- (3) The Town hereby amends Article II. Zoning, Division 4. – Supplemental Regulations, Sec. 12-129. Tree Preservation and Landscaping Standards, as shown in the attached “**Exhibit C,**” which is hereby incorporated herein by reference.
- (4) The Town hereby amends Article IV. – Definitions, Sec. 12-374 – Definitions as shown in the attached “**Exhibit D,**” which is hereby incorporated herein by reference.

Section 3

Severability

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

Section 4

Effective Date and Duration

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 7TH DAY OF APRIL, 2026.

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: October 14, 2025

2nd Reading: April 7, 2026



TAB 6

TOWN COUNCIL

Agenda Item

ORDINANCE 2026-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, ANNEXING A PORTION OF ROAD S-20 (BETSY KERRISON PARKWAY) RIGHT-OF-WAY INTO THE CORPORATE LIMITS OF THE TOWN OF KIAWAH ISLAND PURSUANT TO S.C. CODE ANN. SECTION 5-3-110, AND PROVIDING FOR RELATED MATTERS

WHEREAS, the South Carolina Department of Transportation (SCDOT) conveyed to the Town of Kiawah Island (the Town) by Quitclaim Deed dated February 4, 2026, and recorded on February 11, 2026, in the Charleston County Register of Deeds at Book 1368, Page 831, Instrument No. 2026008864, its right, title, and interest in and to approximately 0.365 miles of road right-of-way known as Road S-20 (Betsy Kerrison Parkway), extending in a Northeasterly direction from L-4756 (Resurrection Road) to L-20 (Betsy Kerrison Parkway), Charleston County, South Carolina (the Road); and

WHEREAS, the Highway Commission approved the removal of this portion of Road S-20 (Betsy Kerrison Parkway) from the SC State Highway System on January 15, 2026, and the Town has accepted the road and assumed responsibility for its permanent public maintenance; and

WHEREAS, the Road lies beyond but abuts the existing corporate limits of the Town of Kiawah Island; and

WHEREAS, S.C. Code Ann. Section 5-3-110 provides that whenever the whole or any part of a street, roadway, or highway has been accepted for and is under permanent public maintenance by a city, a county, or the Department of Transportation, that portion of any right-of-way area lying beyond but abutting on the corporate limits of the city may be annexed to and incorporated within the city by adoption of an ordinance so declaring, without necessity for election of any sort, upon prior consent in writing of any public agency other than the city engaged in maintenance of the right-of-way area to be annexed; and

WHEREAS, the three requirements of S.C. Code Ann. Section 5-3-110 is satisfied as follows:

- (a) **Permanent Public Maintenance:** The Road has been accepted for and is under the permanent public maintenance of the Town of Kiawah Island, having been conveyed by SCDOT to the Town by Quitclaim Deed and removed from the SC State Highway System effective January 15, 2026;
- (b) **Abutting Corporate Limits:** The Road lies beyond but abuts the existing corporate limits of the Town of Kiawah Island; and
- (c) **Prior Written Consent:** SCDOT, as the public agency formerly engaged in maintenance of the Road, has provided its prior written consent to annexation through execution and delivery of the Quitclaim Deed to the Town. Consent on behalf of the Department of Transportation may be given by the director pursuant to S.C. Code Ann. Section 5-3-110.

WHEREAS, S.C. Code Ann. Section 5-3-110 is a statutory basis for annexation of road rights-of-way that is wholly separate from the standard annexation methods applicable to Road or territory, and requires only adoption of this Ordinance to be complete; and

WHEREAS, the Road is not within any zoning district, and because S.C. Code Ann. Section 5-3-110 is a boundary adjustment mechanism specific to road rights-of-way; no zoning map amendment is required or appropriate in connection with this annexation; and

WHEREAS, the Town Council finds that annexation of the Road is in the best interest of the Town and its citizens and will ensure the Town has full and unambiguous municipal jurisdiction over this roadway corridor.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AS FOLLOWS:

Section 1 **Findings**

The recitals and findings set forth in the preamble of this Ordinance are hereby incorporated by reference and adopted as the findings of the Town Council.

Section 2 **Annexation**

Pursuant to S.C. Code Ann. Section 5-3-110, and upon the findings set forth herein that all requirements thereof are satisfied, the following described road right-of-way, not exceeding the width thereof, is hereby annexed into and declared to be a part of the corporate limits of the Town of Kiawah Island, South Carolina:

All that certain piece, parcel, or tract of land, situate, lying, and being a portion of Road S-20 (Betsy Kerrison Parkway) in Charleston County, State of South Carolina, containing approximately 0.365 of a mile of road right-of-way, within the width of the existing right-of-way and not exceeding the width thereof, and all improvements thereon, extending in a Northeasterly direction along the present right-of-way line of Road S-20 from L-4756 (Resurrection Road) to L-20 (Betsy Kerrison Parkway), as shown on plans for Road S-20 (Betsy Kerrison Parkway) under File Number 10.304, Sheet 19, and as further depicted on Exhibits A and B attached to the Quitclaim Deed recorded in the Charleston County Register of Deeds at Book 1368, Page 831, Instrument No. 2026008864, which exhibits are incorporated herein by reference.

Section 3 **No Zoning Designation**

The Road is a public road right-of-way that is not within any zoning district. No zoning designation shall be assigned to the Road, and the Official Zoning Map of the Town of Kiawah Island is not amended by this Ordinance.

Section 4 **Corporate Limits Amended**

The corporate limits of the Town of Kiawah Island are hereby amended to include the Road described in Section 2 above.

Section 5 Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Ordinance.

Section 6 Effective Date and Duration

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 7TH DAY OF APRIL 2026.

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: March 3, 2026

2nd Reading: April 7, 2026



TAB 7

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2026-01

An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts. Sec. 12-62. Zoning Map to amend the Key Locations Map to modify the fixed dock designation to allow a floating dock at the subject property 245 Eagle Point Road, Kiawah Island, SC. (TMS# 265-02-00-167)

WHEREAS, the property owner has applied for an amendment to Section 12-78 that would allow a "Floating Dock" rather than a "Fixed Dock"; and

WHEREAS, the Town of Kiawah Island amends the text of Chapter 12 Land Use Planning and Zoning of The Town of Kiawah Island, South Carolina Zoning Ordinance, By Amending Article II, Division 2. Zoning Map/Districts Section 12-78. - Dock Key Locations; and

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

WHEREAS, the Planning Commission held a meeting on December 3, 2025 and February 4, 2026 at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted to recommend to Town Council that the proposed amendment be approved; and

WHEREAS, Town Council held a Public Hearing on January 6, 2026 and March 3, 2026 providing the public an opportunity to comment on the proposed amendment.

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

Section 1 Purpose

The purpose of this Ordinance is to amend Chapter 12 - Land Use Planning and Zoning Ordinance to amend the Key Locations Map to modify the fixed dock designation to allow a floating dock at the subject property 245 Eagle Point Road, Kiawah Island, SC. (TMS# 265-02-00-167)

Section 2 Ordinance

- (1) The Town hereby amends the Key Locations Map the Division 2. Zoning Map/Districts as shown in the attached “**Exhibit A**” which is hereby incorporated herein by reference.

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 XX DAY OF XXXX, 2026.

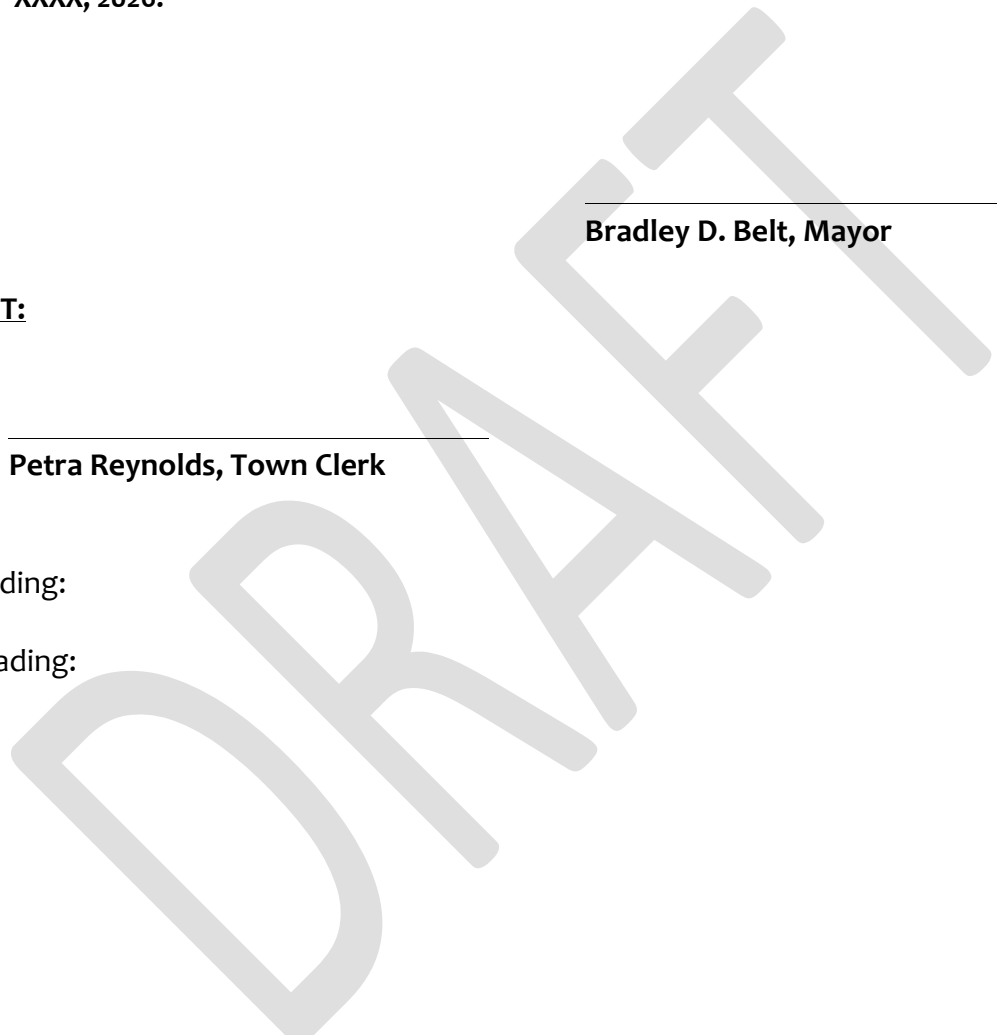
Bradley D. Belt, Mayor

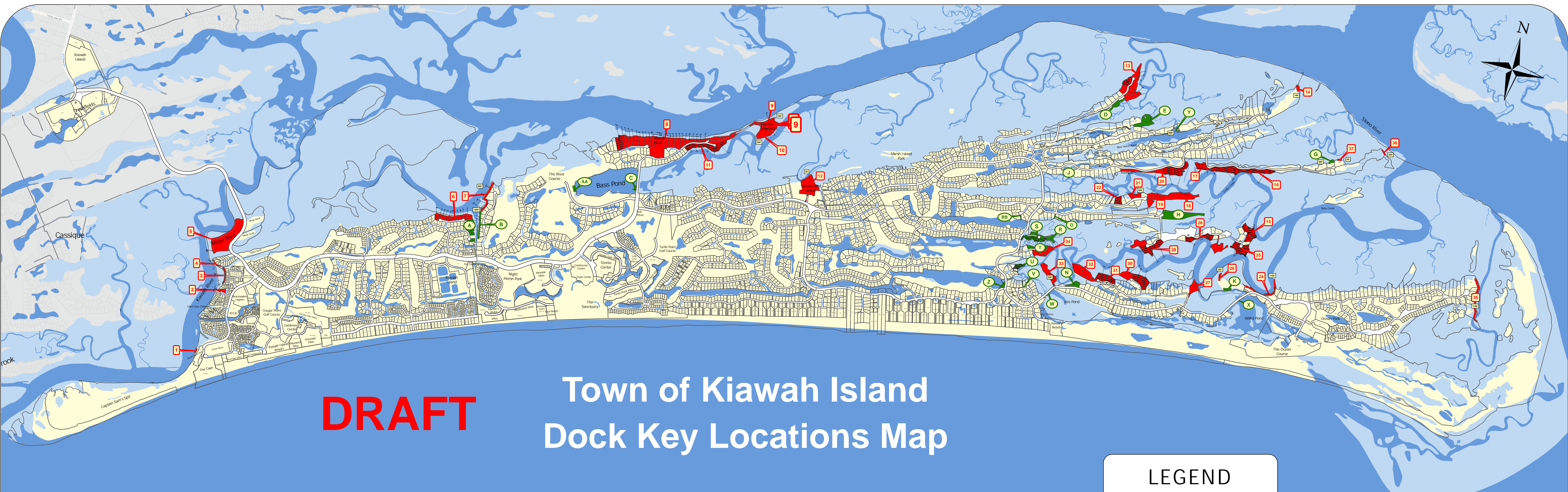
ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading:

2nd Reading:





DRAFT

Town of Kiawah Island Dock Key Locations Map

FLOATING DOCK DESIGNATIONS					
FLOATING	LOCATION	FLOATING	LOCATION	FLOATING	LOCATION
1	Beachwalker Park	13	Terrapin Island	26	Cougar Island, West Tip
2	Inlet Cove	14	Preserve, N.E. Tip	27	Otter Island, East
3	Kiawah River Commons	15	Cormorant Island, N.	28	Summer Islands, East
4	Little Rabbit	16	Eagle Point, Central	29	Summer Islands, West
5	Mingo Point	17	Eagle Point, West Point Dock a	30	Otter Island, Savanna Point
6	Old Dock Road	18	Salt Cedar Lane, East Tip	31	Otter Island Rd., West
7	The Settlement West	19	Salt Cedar Lane, East	32	Otter Island Rd., West Tip
8	Rhett's Bluff, North	20	Preserve, South	33	Ocean Course Drive
9	Capt Maynard's, N	21	Salt Cedar Lane, Cent.	34	Club Cottages
10	Capt Maynard's, S	22	Salt Cedar, West	35	Cougar Island, E. Tip
11	Rhett's Bluff, South	24	Cougar Island, West	36	Eagle Point East
12	Vanderhorst House	25	Cormorant Island, South	37	Eagle Point North

FIXED DOCK DESIGNATIONS			
FIXED	LOCATION	FIXED	LOCATION
A	Old Dock Rd./Ruddy Turnstone	N	Ocean Course Drive
AA	Bass Pond, West	O	Falcon Point, East
B	The Settlement, East	R	Shell Creek Landing., East
BB	Egret Pond	S	Shell Creek Landing., South
C	Bass Pond, East	T	Club Cottages
D	Terrapin Island	U	Marsh Cottages
E	Blue Heron, North	V	Ocean Oaks
G	Eagle Point, East	W	Ibis Pond
H	Falcon Point Rd., East	X	Willet Pond Community Dock
J	Blue Heron, West	Y	Blue Heron, North
K	Cougar Island, West	Z	Osprey Entry

LEGEND

FLOATING DOCK SITES
 Lot Numbers
 FLOATING KEY LOCATION NUMBER DESIGNATOR
 CONSTRUCTED DOCKS

JOINT FLOATING DOCK SITES
 Lot Numbers
 FLOATING KEY LOCATION NUMBER DESIGNATOR

FIXED DOCK SITES
 Lot Numbers
 FIXED KEY LOCATION LETTER DESIGNATOR

JOINT FIXED DOCK SITES
 Lot Numbers
 FIXED KEY LOCATION LETTER DESIGNATOR

APPROVED SHORELINE FOR FLOATING DOCK SITES
 LINEAR FEET OF APPROVED SHORELINE
 SHORELINE
 FLOATING KEY LOCATION NUMBER DESIGNATOR

APPROVED SHORELINE FOR FIXED DOCK SITES
 LINEAR FEET OF APPROVED SHORELINE
 SHORELINE
 FIXED KEY LOCATION LETTER DESIGNATOR

*SUBJECT TO ANY CURRENT DEVELOPMENT AGREEMENT
 DISCLAIMER: THIS MAP HAS BEEN PREPARED FROM DEEDS, PLATS, AND OTHER PUBLIC RECORDS AND DATA RECORDED TO DATE. PROPERTY LINES DEPICTED DO NOT NECESSARILY REPRESENT ACTUAL LAND SURVEYS. THIS MAP IS NOT A LEGAL DOCUMENT. THE TOWN OF KIAWAH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO THE USE OF THIS MAP.
 Effective Date: 12/17/2025
 Town of Kiawah Island Planning and Zoning Department
 File: TOKI_KEYLOCATIONS_MASTER
 User: dvincent

0 0.25 0.5 1 1.5 2 Miles

Town of Kiawah Island Zoning Ordinance Amendment Request
Case REZ25-000001 & AZO25-000014 Case History

Planning Commission Meeting: December 3, 2025
Public Hearing: January 6, 2026
Planning Commission Meeting: February 4, 2026
Public Hearing and First Reading: March 3, 2026
Second Reading: TBD

CASE INFORMATION

Applicant: Jonathan and Lisa Weitz

Representative: Mary Shahid

Location: 245 Eagle Point Road

Parcel Identification: 265-02-00-167

Property Size: 1.7 acres

Zoning District: R-1, Residential Zoning.

Key Location Designation: Fixed Dock Location Eagle Point, East – G, Eagle Point

Application: The Applicant is requesting to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* Sec. 12-78 - Dock Key Locations to allow a floating dock for property located at 245 Eagle Point Road. The property currently contains a fixed dock (Key Dock Designation G). The applicant/property owner is requesting this amendment to allow a floating dock (Key Dock Designation 37) for the property. (TMS# 265-02-00-167).

The proposed amendment would add to Table 2N. Town of Kiawah Island Key Locations Floating Docks a new Key Location Designation 37, Eagle Point North, with an authorized shoreline of 50 linear feet, and one authorized floating dock at Lot 245.

The proposed amendment would modify Table 20. Town of Kiawah Island Key Locations Fixed Docks removing a fixed dock for Lot 245 at Key Location Designation G, Eagle Point, East.

Land Use Information: The subject property is currently developed with a single-family residence. The subject property is owned by Jonathan and Lisa Weitz. According to Charleston County Records, the Weitz's purchased the subject property on May 3, 2024. The Town of Kiawah Island identified this property as part of Fixed Dock Key Location G, Eagle Point East, pursuant to Sec. 12-78 – Dock Key Locations in the *Town of Kiawah Island Land Use Planning and Zoning Ordinance*. The Ordinance allows for a fixed dock stretching across properties 245 & 243 Eagle Point of 600 linear feet. The subject property has an existing fixed dock.

The proposed map amendment would modify Sec. 12-62 Zoning Map, the Town of Kiawah Island Key Locations Map (Exhibit 12A-2), mapping the location of the proposed Key Location Designation 37, Eagle Point North, and modifying the existing Key Location Designation G.

The applicant has submitted preliminary permit drawings for a proposed modification of a recreational floating dock located at 245 Eagle Point Road. The proposed drawings include a Sea Pen floating boat lift to replace existing fixed pierhead, and a proposed floating ramp landing.

RECOMMENDATION BY THE PLANNING COMMISSION

Pursuant to §12-158(3) of the *Land Use Planning and Zoning Ordinance* "The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission's recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of Planning Commission members present, and voting shall be required to approve the amendment."

DECISION ON AMENDMENT BY THE TOWN COUNCIL

Pursuant to §12-158(5) of the *Land Use Planning and Zoning Ordinance* "After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications, or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present, and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.

APPROVAL CRITERIA & APPLICANT'S RESPONSE

Pursuant to §12-158(6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- a. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;**

Applicant's Response: The proposed text and map amendment is consistent with the purpose of and intent of the adopted Town of Kiawah Island Comprehensive Plan. Specifically, page V-26 of the Sept. 3, 2019 Amended Comprehensive Plan provides that the purpose of Dock Key Locations Ordinance 2003-05 is to control the location and installation of docks to prevent their uncontrolled proliferation along the Island's river and stream frontage. This proposed amendment is consistent with this purpose because the request does not request any new docks but simply requests a change of designation to be consistent with the application of the Ordinance across the many rivers and creeks of the Island. No new docks will be added. A fixed dock is already in place and this amendment is simply to allow the addition of a floating dock. In addition, the proposed reduction of 636.26 feet of fixed dock entitlement in exchange for only 50 feet of floating dock designation also is consistent with controlling the proliferation of docks. The Ordinance also provides design criteria for docks which are met with a floating dock at the proposed location.

Lastly, SCDES regulations allow for up to 240 sq ft of pierhead to be built on the creek fronting 245 Eagle Point due to no potential access via dockage from the opposite side of the creek (See 30-1(D)(50). The applicant purposefully built less than entitled in order to minimize the impact on the environment and also minimize the impact on the view of the adjacent property owner. This is consistent with the intent of the Comprehensive Plan to minimize the impact on the Island's river and stream frontage.

b. The proposed amendment is consistent with the purposes and intent of this article;

Applicant's Response: *The proposed amendment is consistent with the purposes and intent of this article, specifically Section 12-78, Dock Key Locations and the Key Location Map. The proposed amendment seeks to reclassify a fixed dock for a floating dock in a location where all the design criteria within Section 12-78(b)(6) can be met while seeking to eliminate a portion of a Key Location where a dock would not meet the design criteria. Furthermore, a review of the Key Location Map makes clear the intent was to locate floating docks on larger creeks or waterways with sufficient width and depth to allow for suitable boat mooring without restricting navigation. The proposed amendment is consistent with that intent. The width of the creek on the northwest shoreline of the property is wider and deeper than many properties already entitled to floating docks. In addition, the Key Location Map makes it clear the intent was to locate fixed piers on creeks that are generally less than 50 feet and boat mooring was not reasonable. The creek on the northwest shoreline of 245 Eagle Point is sufficiently wide enough to meet all the requirements of both the Town and SCDES in terms of a floating dock and also wider than many creeks where floating docks are currently allowed.*

c. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;

Applicant's Response: *The proposed amendment satisfies the above requirement by complying with the goals of the Comprehensive Plan and the Land Use Planning and Zoning Ordinance of the Town of Kiawah Island.*

d. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.

Applicant's Response: *The proposed amendment both corrects an error or inconsistency and also meets the challenge of a changed condition. As shown by a review of the 2001 and 2025 Charleston County GIS maps, the creek on the northwest shoreline of the property has clearly widen since 2001. The creek has grown approximately 32% in width from 79.5 feet to 104.7 feet today. It is also significantly wider than what is depicted on the Key Locations Map from 2005. It also corrects an inconsistency in that there are many properties on Kiawah entitled to floating docks that are located on creeks much smaller than the creek here. In addition, a fixed dock location on this property is inconsistent with all other fixed docks in that all are located on creeks no greater than 50 feet in width. This amendment will both correct these inconsistencies and also meet the challenge of a changed geographic condition due to the 32% growth in the creek width. Lastly, the proposed amendment will also make the property consistent zoning amendment granted to the adjacent property at 248 Eagle Point. To not allow this amendment would be inconsistent.*

PLANNING STAFF REVIEW

#REZ25-000001 | Key Dock Location Map Amendment

Planning staff finds the proposed map amendment **satisfies** the approval criteria pursuant to §12-158(6) and **recommends approval**.

#AZO25-000014 | Key Dock Location Text Amendment

Planning staff finds the proposed text amendment **satisfies** the approval criteria pursuant to §12-158(6) and **recommends approval with the following condition:**

Key Location 37 (Floating Dock designation) is established with an authorized shoreline of 50 linear feet for the subject property and the existing Key Location G (Fixed Dock designation) is reduced from 600 linear feet to 200 linear feet of authorized shoreline.

The current Fixed Dock Key Location G authorizes 600 linear feet of fixed-dock shoreline shared across Lots 245 and 243 Eagle Point Road. This modification maintains the functional dock access historically granted to that parcel while still allowing the applicant at 245 Eagle Point Road to convert to Floating Dock Key Location 37 with an authorized 50 linear feet of shoreline.

PLANNING COMMISSION MEETING DECEMBER 3, 2025

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

The property owner Mr. Weitz and the applicant's representative Mary Shahid responded to Commissioners questions regarding potential impacts, by explaining that the proposed plan involves completely removing the 100-foot pier head plus an additional 35 feet of elevated walkway, which would allow access to the water for boat storage or kayaking while also reducing the visual impact on neighbors. They also clarified that the change would actually be less impactful than the current dock, as it would remove multiple pilings, shorten the walkway, and the floating portion would never touch the bottom at low tide. The floating dock would also include a "sea pen" structure that would contain boats and prevent leaks from affecting the environment.

At its December 3, 2025 meeting, the Planning Commission voted 6-1 to recommend approval of both proposed amendments. The Commission recommended approval including conditions recommended by staff for case #AZO25-000014: Key Location 37 (Floating Dock designation) is established with an authorized shoreline of 50 linear feet for the subject property and the existing Key Location G (Fixed Dock designation) is reduced from 600 linear feet to 200 linear feet of authorized shoreline.

TOWN COUNCIL PUBLIC HEARING & MEETING JANUARY 6, 2026

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

At the January 6th meeting, with support from the applicant, the Town Council voted to remand back to the Planning Commission for further evaluation based upon new information received.

PLANNING COMMISSION MEETING FEBRUARY 4, 2026

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

The property owner Mr. Weitz and the applicant's representative Mary Shahid provided additional materials for consideration which address environmental and floating dock concerns raised subsequent to the December Planning Commission Meeting. Additional support materials include a second response letter



Zoning Map & Text Amendment:
#REZ25-000001 & #AZO25-000014

Town of Kiawah Island
March 3, 2026 | Kiawah Island Municipal Center

1



Zoning Map & Text
Amendment Request(s):
#REZ25-000001 &
#AZO25-000014

Subject Property:
245 Eagle Point Road, Kiawah Island
TMS# 265-02-00-167

APPLICATION REQUEST(S):

1) #REZ25-000001 | Key Dock Location Map Amendment

Request to amend Sec. 12-62. Zoning Map to amend the Key Locations Map to modify the fixed dock designation to allow a floating dock at the subject property.


2) #AZO25-000014 | Key Dock Location Text Amendment

Request to amend Section 12-78. Dock Key Locations to modify the fixed dock designation to allow a floating dock at the subject property.

APPLICANT / PROPERTY OWNER:	Jonathan and Lisa Weitz
REPRESENTATIVE:	Mary Shahid
SUBJECT PROPERTY:	245 Eagle Point Road
PARCEL IDENTIFICATION:	265-02-00-167
PROPERTY SIZE:	1.7 acres
ZONING DISTRICT:	R-1, Residential Zoning
KEY LOCATION DESIGNATION:	Fixed Dock Location Eagle Point East – G

2

2



**Zoning Map & Text
Amendment Request(s):**
#REZ25-000001 &
#AZO25-000014

Subject Property:
245 Eagle Point Road, Kiawah Island
TMS# 265-02-00-167

3

ZONING ORDINANCE:

Pursuant to **Sec. 12-78. - Dock key locations.**, *“Key locations are specific shoreline and marsh sites where floating and fixed docks are permitted to be constructed. The purpose and intent of this key location zoning is to strictly control location and installation of all docks, floating and fixed, so as to prevent their uncontrolled proliferation along Kiawah Island’s river and stream frontage.”*

Two dock types: **Fixed Docks:** Dock sites identified by letters and are generally **intended for fishing and crabbing and have no movable parts to them.** **Floating Docks:** Dock sites identified by numbers are predesignated to be floating docks. These have a **separate floating pontoon or platform attached to them, which rises and falls with the tides.** Floating docks are suitable for mooring small watercraft.


TOKI Key Terms:

Dock means a structure extending into or upon a waterway, marshland or other natural water feature that provides docking space for ten boats or less.

Fixed Dock means a structure that can either be a portion of a dock that does not float, but is fixed, e.g., the walkway and pierhead, or it is the fixed pierhead which is the deck area at the end of a walkway.

Floating Dock means a structure that is part of a pier or dock that floats and provides easy access to moored boats.

3



**Zoning Map & Text
Amendment Request(s):**
#REZ25-000001 &
#AZO25-000014

Subject Property:
245 Eagle Point Road, Kiawah Island
TMS# 265-02-00-167

4

CASE INFORMATION:


The applicant is requesting to amend the Town of Kiawah Island Land Use Planning and Zoning Ordinance, Article II - Zoning, Division 2. – Zoning Map/Districts, Sec. 12-62. Zoning Map – Key Location Map and Sec. 12-78 - Dock Key Locations **to allow a floating dock** for property located at 245 Eagle Point Road.

The subject property is currently developed with a single-family residence constructed in 2009. The **subject property currently contains a fixed dock** as allowed pursuant to Table 20. Town of Kiawah Island Key Locations Fixed Docks under Key Dock Designation G, Eagle Point, East. The existing dock is a fixed dock containing a 4’ x 221’ walkway and pierhead. The existing dock was permitted January 28, 2025.

The subject property was issued a violation on Sept. 19, 2025, regarding the installation of a Slide Moor system to the fixed dock. On Sept. 24th, the violation was corrected by the property owner.

The applicant has submitted preliminary permit drawings for a proposed modification of a recreational floating dock located at 245 Eagle Point Road. The proposed drawings include a Sea Pen floating boat lift to replace existing fixed pierhead, a proposed floating ramp landing.

4



**Zoning Map & Text
Amendment Request(s):**
#REZ25-000001 &
#AZO25-000014

Subject Property:
245 Eagle Point Road, Kiawah Island
TMS# 265-02-00-167

5

CASE INFORMATION:


December 2025: The Planning Commission voted 6-1 to recommend approval of both proposed amendments. The Commission recommended approval including conditions recommended by staff #AZO25-000014: Key Location 37 (Floating Dock designation) is established with an authorized shoreline of 50 linear feet for the subject property and the existing Key Location G (Fixed Dock designation) is reduced from 600 linear feet to 200 linear feet of authorized shoreline.

January 2026: Town Council remanded the applications under consideration to the Planning Commission for reconsideration based upon additional information.

- Concerns raised regarding environmental impact and floating dock functionality from neighbors.

The applicant submitted a Dock Reconfiguration Hydrodynamic and Wave Assessment (*Fran Way, P.E. Applied Technology & Management*).

5



**Zoning Map & Text
Amendment Request(s):**
#REZ25-000001 &
#AZO25-000014

Subject Property:
245 Eagle Point Road, Kiawah Island
TMS# 265-02-00-167

6

CASE INFORMATION:

February 2026: Feb. 4th The Planning Commission voted 7-0 to recommend approval of both proposed amendments.

Feb. 12[:] Received request by neighbor (243 Eagle Point) to convert entire Key Location G to a floating designation.

March 2026: Scheduled Town Council Public Hearing & 1st Reading

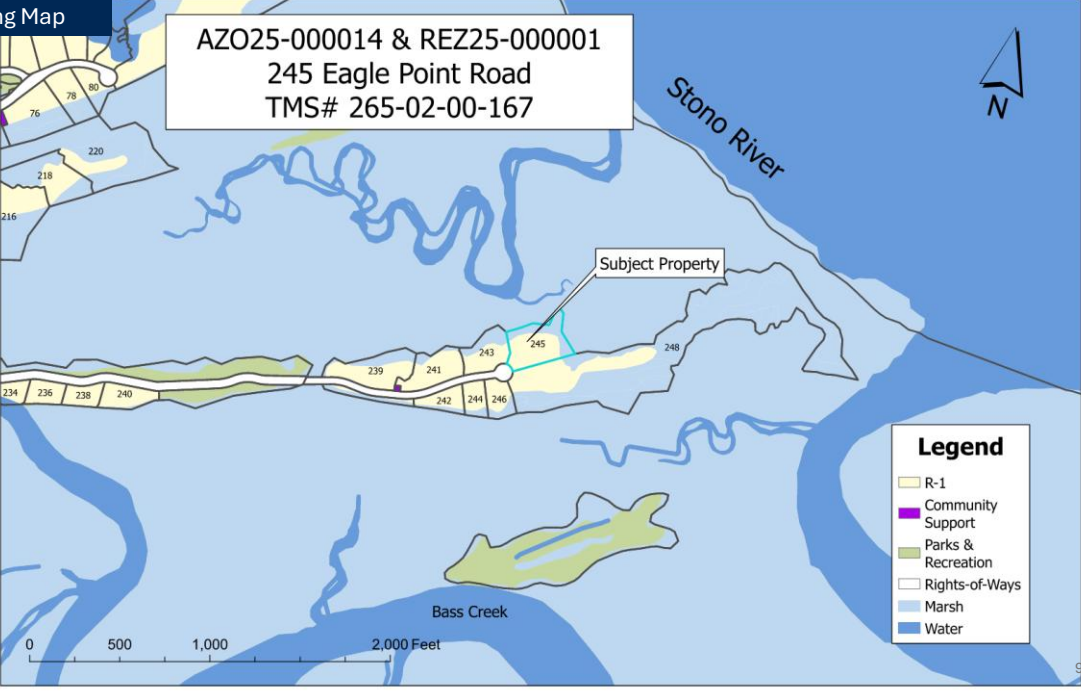
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Aerial



8

Zoning Map



9

Site Photos



10

10

Site Photos




11

11



12

12



Zoning Map & Text Amendment Request(s):
 #REZ25-000001 &
 #AZO25-000014

Subject Property:
 245 Eagle Point Road, Kiawah Island
 TMS# 265-02-00-167

APPLICATION REQUESTS:

The proposed amendment would add a new floating dock Key Location to Table 2N. Town of Kiawah Island Key Locations Floating Docks.

- Designation 37 - Eagle Point North (Lot 245)

The proposed amendment would eliminate the fixed dock designation for Lot 245. modify Table 2O. Town of Kiawah Island Key Locations Fixed Docks.

- Designation G – Eagle Point, East

Table 2N. Town of Kiawah Island Key Locations Floating Docks

Key Location		Authorized Shoreline (linear ft.)	Docks Authorized	
Designation ^(a)	Location		Nos.	Site ^(b) /Use
36	Eagle Point East		1	Lot 248
37	Eagle Point North		1	Lot 245

Table 2O. Town of Kiawah Island Key Locations Fixed Docks

Key Location		Authorized Shoreline (linear ft.)	Docks Authorized	
Designation ^(a)	Location		Nos.	Site ^(b) /Use
G	Eagle Point, East	600	1	Lot 245

13

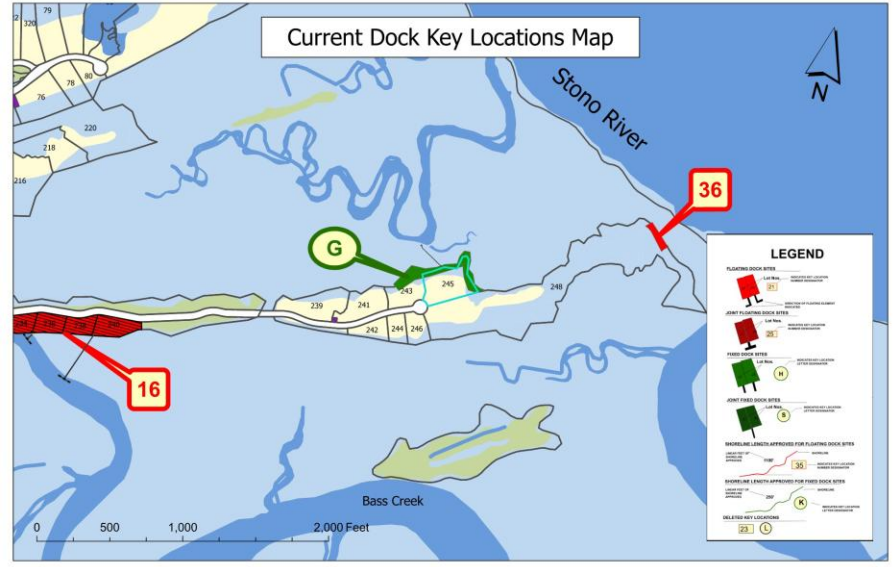
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Zoning Map & Text Amendment Request(s): #REZ25-000001 & #AZO25-000014

Subject Property: 245 Eagle Point Road, Kiawah Island TMS# 265-02-00-167

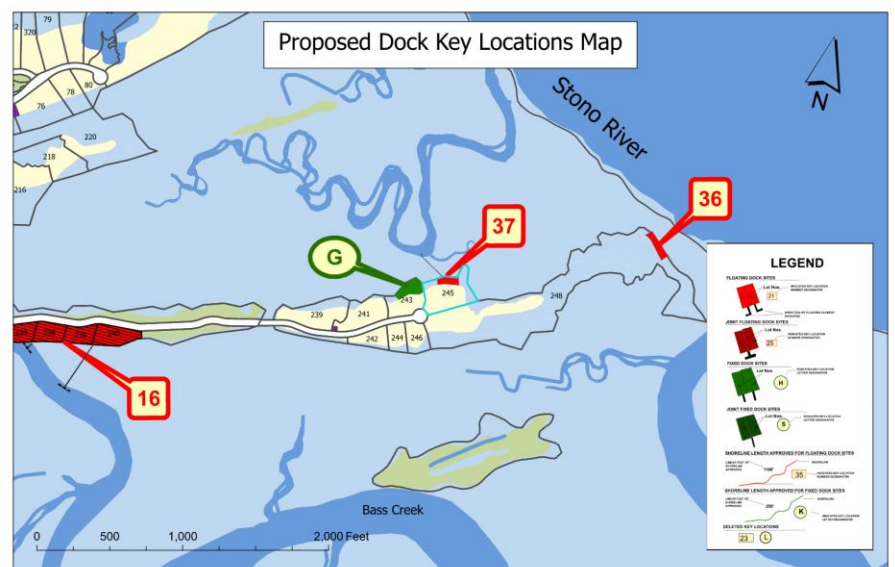
KEY LOCATION MAP EXHIBIT:



Zoning Map & Text Amendment Request(s): #REZ25-000001 & #AZO25-000014

Subject Property: 245 Eagle Point Road, Kiawah Island TMS# 265-02-00-167

KEY LOCATION MAP EXHIBIT:





16



RECOMMENDATION BY THE PLANNING COMMISSION:

Pursuant to §12-158(3) of the Land Use Planning and Zoning Ordinance “The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, **recommending that the Town Council approve or deny the proposed amendment.** The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission's recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of Planning Commission members present, and voting shall be required to approve the amendment.”

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17



DECISION ON AMENDMENT BY THE TOWN COUNCIL:

Pursuant to §12-158(5) of the Land Use Planning and Zoning Ordinance “After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, **take action to approve, approve with modifications, or deny the proposed amendment based on the approval criteria** of subsection (6) of this section. A simple majority vote of Town Council members present, and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions.

Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.

18

18




APPROVAL CRITERIA:

Pursuant to §12-158(6) of the Land Use Planning and Zoning Ordinance “Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- a. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;
- b. The proposed amendment is consistent with the purposes and intent of this article;
- c. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island; and
- d. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.”

19

19



**Zoning Map & Text
Amendment Request(s):**
#REZ25-000001 &
#AZO25-000014

Subject Property:
245 Eagle Point Road, Kiawah Island
TMS# 265-02-00-167

PLANNING STAFF REVIEW:

1) #REZ25-000001 | Key Dock Location Map Amendment
Request to amend Sec. 12-62. Zoning Map to amend the Key Locations Map to modify the fixed dock designation to allow a floating dock at the subject property.

Planning staff finds the proposed map amendment satisfies the approval criteria pursuant to §12-158(6) and recommends approval.

2) #AZO25-000014 | Key Dock Location Text Amendment
Request to amend Section 12-78. Dock Key Locations to modify the fixed dock designation to allow a floating dock at the subject property.

Planning staff finds the proposed text amendment satisfies the approval criteria pursuant to §12-158(6) and recommends approval with the following condition:

Key Location 37 (Floating Dock designation) is established with an authorized shoreline of 50 linear feet for the subject property and the existing Key Location G (Fixed Dock designation) is reduced from 600 linear feet to 200 linear feet of authorized shoreline.



**Planning
Commission
Recommendation**

**Zoning Map & Text
Amendment Request(s):**
#REZ25-000001 &
#AZO25-000014

Subject Property:
245 Eagle Point Road, Kiawah Island
TMS# 265-02-00-167

Planning Commission Recommendation:

The Planning Commission voted 7-0 to recommend approval of both proposed amendments. The Commission recommended approval including conditions recommended by staff #AZO25-000014: Key Location 37 (Floating Dock designation) is established with an authorized shoreline of 50 linear feet for the subject property and the existing Key Location G (Fixed Dock designation) is reduced from 600 linear feet to 200 linear feet of authorized shoreline.

Table 2N. Town of Kiawah Island Key Locations Floating Docks

Key Location		Authorized Shoreline (linear ft.)	Docks Authorized	
Designation ^(a)	Location		Nos.	Site ^(b) /Use
36	Eagle Point East		1	Lot 248
37	Eagle Point North	50	1	Lot 245

Table 2O. Town of Kiawah Island Key Locations Fixed Docks

Key Location		Authorized Shoreline (linear ft.)	Docks Authorized	
Designation ^(a)	Location		Nos.	Site ^(b) /Use
G	Eagle Point, East	600-200	1	Lot 245

and a Dock Reconfiguration Hydrodynamic and Wave Assessment.

Mr. Kana (Neighbor at 243 Eagle Point) submitted additional comments withdrawing previous comments of concern and opposition. *“The report by Mr. Way on hydrodynamics and wave assessment was extremely educational and interesting. It helps answer our concerns in this area. The information from the Seapen supplier was also helpful. At this time we would like to withdrawal our concerns with the home owners at 245 Eagle Point Road...”*

At its February 4, 2026 meeting, the Planning Commission voted unanimously (7-0) to recommend approval of Planning Staff’s recommendation regarding both proposed amendments.

Staff notes that the recommendation of approval is not approve a specific dock design but grants the ability for a floating dock at this location.

TOWN COUNCIL PUBLIC HEARING & MEETING MARCH 3, 2026

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

Subsequent to the February 4 Planning Commission recommendation, Mr. Kana submitted additional comments, requesting that Key Location G (Fixed Dock Designation) in its entirety be converted from a Fixed Dock designation to a Floating Dock designation.

Should Town Council consider this request regarding Key Location G, staff recommends retaining the authorized shoreline linear feet of 50’ for Lot 245 based upon the Planning Commission’s recommendation and the siting of the existing dock. Additionally retaining the reduction in authorized shoreline linear feet based upon the Planning Commission’s recommendation to 200 linear feet.



TAB 8

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2026-02

An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 2. Zoning Map/Districts. Section 12-78. Dock Key Locations to modify the fixed dock designation to allow a floating dock at the subject property 245 Eagle Point Road, Kiawah Island, SC. (TMS# 265-02-00-167)

WHEREAS, the property owner has applied for an amendment to Section 12-78 that would allow a "Floating Dock" rather than a "Fixed Dock"; and

WHEREAS, the Town of Kiawah Island amends the text of Chapter 12 Land Use Planning and Zoning of The Town of Kiawah Island, South Carolina Zoning Ordinance, By Amending Article II, Division 2. Zoning Map/Districts Section 12-62. – Zoning Map; and

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

WHEREAS, the Planning Commission held a meeting on December 3, 2025 and February 4, 2026 at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted to recommend to Town Council that the proposed amendment be approved; and

WHEREAS, Town Council held a Public Hearing on January 6, 2026 and March 3, 2026 providing the public an opportunity to comment on the proposed amendment.

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

Section 1 Purpose

The purpose of this Ordinance is to amend Chapter 12 - Land Use Planning and Zoning Ordinance to amend Section 12-78. Dock Key Locations to modify the fixed dock designation to allow a floating dock at the subject property 245 Eagle Point Road, Kiawah Island, SC. (TMS# 265-02-00-167)

Section 2 Ordinance

- (1) The Town hereby amends Sec. 12-78. Dock Key Locations as shown in the attached **“Exhibit A”** which is hereby incorporated herein by reference.

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 XX DAY OF XXXX, 2026.

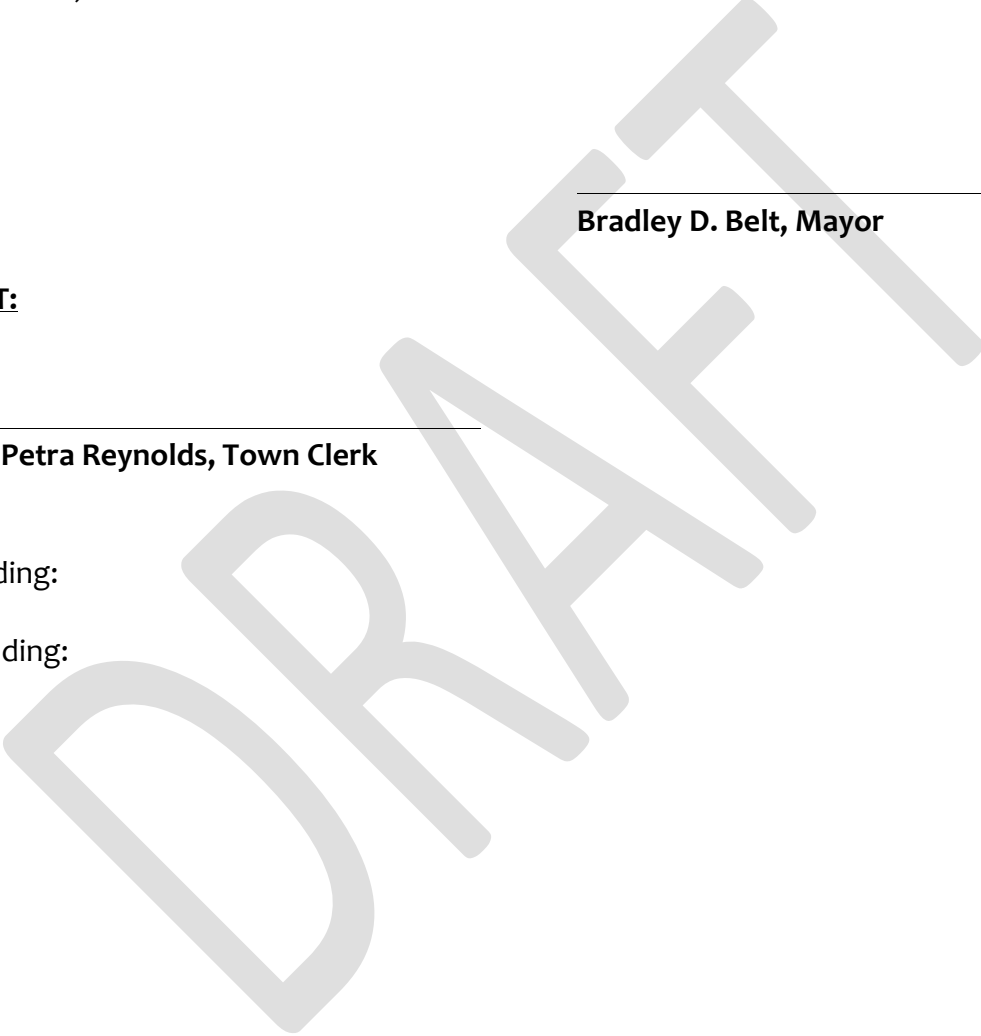
Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading:

2nd Reading:



Sec. 12-78. Dock key locations.

- (a) *Purpose and intent.* Kiawah Island is bordered by the Atlantic Ocean on the south, and the Kiawah and Stono Rivers on the north and east, respectively. Creeks, streams and marsh are also an integral part of Kiawah Island's ecosystem.
- (b) *Key locations.* Key locations are specific shoreline and marsh sites where floating and fixed docks are permitted to be constructed. The purpose and intent of this key location zoning is to strictly control location and installation of all docks, floating and fixed, so as to prevent their uncontrolled proliferation along Kiawah Island's river and stream frontage. Permitted dock locations and general design criteria are as follows:
- (1) The Town of Kiawah Island Key Locations Map, dated April 1, 2003, shows all sites where authorized docks currently exist or may be permitted to exist in the future. Table 2N, Town of Kiawah Island Key Locations Floating Docks, and table 2O, Town of Kiawah Island Key Locations Fixed Docks, both dated April 1, 2003, and set forth in subsection (b)(7) of this section provide detailed information as to current and future docks. These are the Town's official zoning documents and are kept at the Town's municipal offices. The maps and the tables show and detail the specific locations of installed docks on developed lots by identifying lot number and dock type. For property not yet platted, linear footage of shoreline is shown where construction of future docks may be authorized. In addition to these official documents, the Town will catalog new docks as they are installed at undeveloped key locations. This information will be periodically incorporated into the official key locations map.
 - (2) Two basic types of docks are authorized using alphanumeric coding. Authorized dock sites identified by letters (e.g., A, F, AA, etc.) are predesignated to be fixed docks. These are generally intended for fishing and crabbing and have no movable parts to them. Authorized dock sites identified by numerals (e.g., 3, 12, 21, etc.) are predesignated to be floating docks. These normally have a separate floating pontoon or platform attached to them, which rises and falls with the tides. Floating docks are suitable for mooring small watercraft.
 - (3) The Town of Kiawah Island Key Locations Map (set forth in section 12-62) and the two tables of the Town of Kiawah Island Key Locations (set forth at the end of this section), used in conjunction with one another, describe the dock type and lot numbers of authorized and in-place dock locations. True orientation of floats attached to floating docks is shown on the map. Floats on both sides at the end of a single pier usually indicate a pier structure shared by two adjacent lots with separate floats provided for each lot owner. Undeveloped shorelines authorized as future key location dock sites are shown by color-coding on the maps to indicate dock type, with authorized shoreline given in linear feet in the tables.
 - (4) For undeveloped properties and subdivisions where platting is not complete, a developer may, with approval of the Planning Commission, trade-off linear footage of shoreline from one permitted location to another permitted location with no net gain in total authorized footage. Further, transfer of footage may not cause a key location to be lengthened by more than 50 percent. In a trade-off event, the developer borrows from one key location to supplement another key location that does not have sufficient linear footage to meet development requirements. Some trade-offs which have occurred in the past resulted in the deletion of key locations once authorized in the original key location ordinances No. 91-2 and 92-1. These deletions are identified and described on both the map and in the tables.
 - (5) It is the intent of this article that construction of community docks, subdivision (neighborhood) docks, and joint use docks shared by adjacent lot owners be encouraged versus a single installation per lot. This approach serves to minimize the ultimate number of docks built and is more environmentally compatible.

- (6) The following criteria shall be applied in the design of any authorized dock structure:
- a. *Overall dock length.* No dock shall be erected greater than 600 linear feet in length.
 - b. *Float design.* Floats attached to such docks shall be limited in size and configuration as the South Carolina Department of Health and Environmental Control's Office of Ocean and Coastal Resource Management (DHEC/OCRM) and the U.S. Army Corps of Engineers shall permit.
 - c. *Spacing between adjacent docks.* The minimum distance between adjacent docks shall be 150 feet. However, for adjacent key locations properties on river or stream bends, the waterside terminus of adjacent docks may be at a minimum distance of 75 feet.
 - d. *Maximum extension of the dock structure into a river, stream, or channel.* The leading edge (edge nearest the river, stream or channel center) of a pier head and/or float structure shall not extend out into a river or stream more than one-quarter of the river or stream width measured at mean low water, or 50 feet, whichever is less. This projection is to be measured from the water's edge at mean low water.
 - e. *Minimum river or stream width.* No dock shall be erected, whether an authorized key location or not, if the stream or river on which it is to be erected is 25 linear feet or less in width measured from the marsh grass edge on one bank to the marsh grass edge on the opposing bank directly across the waterway.
- (7) The following approvals shall be required before construction on any dock can proceed:
- a. *Town of Kiawah Island.* An initial written request to construct shall be submitted to the Town of Kiawah Island Planning Director prior to any other requests being made. The intent is to confirm to the lot owner whether, in fact, the proposed site is a key location before the lot owner spends time and money in developing drawings, etc., for a nonviable project.
 - b. *Design approval by DHEC/OCRM and the Town of Kiawah Island.* The second step shall be for the applicant or his contractor to submit dock design to DHEC/OCRM using the appropriate forms and following accepted procedures. During this process, the Town of Kiawah Island will have an opportunity to review the design prior to DHEC/OCRM returning the approved or disapproved application to the applicant. No construction shall start until this approval is forthcoming.

Key Location		Authorized Shoreline (linear ft.)	Docks Authorized	
Designation ^(a)	Location		Nos.	Site ^(b) /Use
100	Beachwalker Park		TBD	Beachwalker Park
	Inlet Cove		1	Inlet Cove Neighborhood Dock ^(c)
600	Kiawah River Commons		TBD	Kiawah River Commons
400	Little Rabbit		TBD	Little Rabbit
1,200	Mingo Point		1	Mingo Point Commercial Dock ^(d) and Boat Launch
	Old Dock Road		10	Lot Nos. 489, 490, 491, 492, 493, 495, 496, 497, 498 and 499
800	The Settlement West		TBD	The Settlement West
	Rhett's Bluff, North		24	Lot Nos. 29, 30, 31, 32, 33, 34, 35,36, 37, 38, 39, 40, 41, 42, 43, 44,45, 46, 47, 48, 49, 50, 51/52and the Rhett's Bluff Park Community Dock ^(e) and Boat Launch

9	Capt. Maynard's, N.	280	1	Lot No. 1
10	Capt. Maynard's, S.	930	1	Lot No. 1
11	Rhett's Bluff, South		6	Lot Nos. 7/8, 9/10, 11/12, 13/14, 15/16 and 17/18
12	Vanderhorst House	50	1	Tracts A and B
13	Terrapin Island		6	Lot Nos. 7A/B, 9/10, 11, 12, 13 and 14
14	Preserve, N.E. Tip	100	1	Lot No. 85
15	Cormorant Island, N.		2	Lot Nos. 23/24, and 25/26
16	Eagle Point, Central		5	Lot Nos. 226/228, 230/232, 234/236, 238/240 and the Eagle Point Neighborhood Dock
17	Eagle Point, West Point Dock and Boat Launch	2		Lot Nos. 222/224 and the Eagle
18	Salt Cedar Lane,		1	Lot No. 62 East Tip
19	Salt Cedar Lane, East		2	Lot Nos. 60 and 61
20	Preserve, South		4	Lot Nos. 42, 44/46, 48/50 and the Preserve Neighborhood Dock
21	Salt Cedar Lane, Cent.	500	2	Lot Nos. 57 and 58
22	Salt Cedar, West		2	Lot Nos. 53/54 and the Salt Cedar Community Dock
24	Cougar Island, West	1,150	TBD	Cougar Island, West
25	Cormorant Island, S.		2	Lot Nos. 28/29 and 30/31
26	Cougar Island, W. Tip	300	TBD	Cougar Island, W. Tip
27	Otter Island, East		1	Lot No. 91
28	Summer Islands, East		4	Lot Nos. 12/13, 14/15, 17 and the Summer Islands Neighborhood Dock
29	Summer Islands, West		4	Lot Nos. 1/2, 3/4, 5/6 and 7
30	Otter Island, Savanna Point		3	Lot Nos. 82, 83/84 and 85/86
31	Otter Island Rd., West		2	Lot Nos. 70/71 and 72/73
32	Otter Island Rd., West Tip		2	Lot Nos. 68 and 69
33	Ocean Course Drive	500	1	Lot Nos. 64 and 65
34	Club Cottages		3	Lot Nos. 6, 7 and 8
35	Cougar Island, E. Tip	1,100	TBD	Cougar Island, E. Tip
36	Eagle Point East	200	1	Lot 248
37	Eagle Point North	50	1	Lot 245

(a) Numerals indicate floating docks and letters indicate fixed docks.

(b) Numerals with slash, e.g., " 21/22" typically indicates that two lots share a single dock.

(c) Neighborhood docks serve just the local area or regime.

(d) Commercial dock is owned by Kiawah Island Golf Resort.

(e) Community docks are KICA property and serve the entire island.

Key Location		Authorized Shoreline (linear ft.)	Docks Authorized	
Designation ^(a)	Location		Nos.	Site ^(b) /Use

DRAFT 03.03.2026

A	Old Dock Rd./Ruddy Turnstone		6	Lot Nos. 500, 512, 513, 514, 515 and 517
B	The Settlement, East	1,050	TBD	The Settlement, East
C	Bass Pond, East		1	Bass Pond Community Dock ^(c)
D	Terrapin Island		1	Lot No. 15
E	Blue Heron, North		1	Lot No. 158
G	Eagle Point, East	600-200	TBD	Eagle Point, East
H	Falcon Point Rd., East		1	Lot No. 67
J	Blue Heron, West		1	Blue Heron Community Dock
K	Cougar Island, West	250	TBD	Cougar Island, West
O	Falcon Point, East		1	Falcon Point Neighborhood Dock ^(d)
R	Shell Crk. Lndg., East		1	Lot No. 5
S	Shell Crk. Lndg., S		2	Lot Nos. ½ and ¾
T	Club Cottages		3	Lot Nos. 9, 10 and the Club Cottage Neighborhood Dock
U	Marsh Cottages		2	Lot Nos. 25/26 and the Marsh Cottages Neighborhood Dock
V	Ocean Oaks		1	Ocean Oaks Neighborhood Dock
W	Ibis Pond		1	Ibis Pond Community Dock
X	Willet Pond		1	Willet Pond Community Dock
Y	Blue Heron, North	800	TBD	Blue Heron, North
Z	Osprey Entry		1	Canvasback Pond Community Dock
AA	Bass Pond, West	100	TBD	Bass Pond, West
BB	Egret Pond		1	Egret Pond Community Dock
^(a) Numerals indicate floating docks and letters indicate fixed docks.				
^(b) Numerals with slash, e.g., " 21/22" typically indicates that two lots share a single dock.				
^(c) Community docks are KICA property and serve the entire Island.				
^(d) Neighborhood docks serve just the local area or regime.				

(Code 1993, § 12A-219; Ord. No. 2005-08, § 12A-219, 10-12-2005; Ord. No. 2012-5, §§ 1, 2, 10-2-2012; Ord. No. 2018-02, § 2(atts. A, B), 5-1-2018)



TAB 9

TOWN COUNCIL

Agenda Item

THE KIAWAH ISLAND INN COMPANY BEACH OPERATIONS AGREEMENT

AGREEMENT, entered into as of the 7th day of April 2026, by and between the **Town of Kiawah Island** (hereinafter the "Town") and **Kiawah Island Inn Company** (hereinafter the "Operator").

WHEREAS, the Town has authority over and responsibility for activities seaward of the 40-year setback line established by the SC Department of Environmental Services Bureau of Coastal Management;

WHEREAS, Sec. 16-302. **Essential Vehicular Traffic** prohibits certain vehicular traffic on the beach unless permitted by the Town;

WHEREAS, Sec. 16-805. **Overnight Storage of Beach Equipment Prohibited** prohibits the overnight storage of Operator's equipment seaward of the 40-year setback line unless permitted by the Town;

WHEREAS, Sec. 16-814. **Commercial Activities Restricted** prohibits certain commercial activities seaward of the 40-year setback line unless under license from the Town;

NOW, THEREFORE, the parties hereby mutually agree that the Operator may provide services to its Members under permission and license from the Town, subject to the terms and conditions set forth below, providing only those items listed in paragraph **5, Beach Operations and Equipment** and selling those items listed in **Exhibit "B"** to this agreement:

1. **TERM AND TERMINATION:** This Agreement shall become effective on April 7, 2026, and shall automatically renew annually on March 3, unless terminated in accordance with the provisions herein.

Either party may terminate this Agreement for convenience, in whole or in part, upon thirty (30) days' written notice to the other party. For termination due to breach, the Town must provide written notice detailing the breach. Operator has 15 days to remedy the breach to the Town's satisfaction. If remedied, the Agreement continues; otherwise, the Town may terminate immediately upon written notice.

Upon termination, Operator must cease all operations. Failure to do so will subject Operator to fines, penalties, or other enforcement actions authorized under the Town's Code of Ordinances.

2. **HOURS OF OPERATION:** The Operator may conduct commercial activities (as defined herein) within the beach area seven (7) days per week between 8:00 AM and 7:00 PM.

3. **VEHICLES:** The Operator may bring vehicles onto the beach at each designated operational location solely to transport equipment or materials that cannot reasonably be carried, such as bulk beach chairs and umbrellas. All vehicle operations shall comply with applicable Town ordinances, including Sec. 16-305 of the Town Code.

4. **AREA OF OPERATION:**

A. The area of beach in front of the Operator is located between the western boundary (-80.09596 longitude and 32.59902 latitude) and eastern boundary (-80.08984 longitude and 32.60054 latitude) on the attached map **Exhibit "A."**

B. Operator operations may not extend into the dunes or on any land located within the area twenty (20) feet seaward of the toe of the primary dune.

C. A buffer zone of 25 yards shall be maintained on either end of the boundary of the operation area inward on their property. No Operator's operation shall be conducted within this buffer zone.

5. **BEACH OPERATIONS AND EQUIPMENT**

A. **The Operator setup operations:**

1) No more than the following items are allowed:

- Beach/Lounge Chairs: 280
- Mini tables: 100
- Umbrellas: 165
- Trash receptacle: 2
- Beach storage box: 15

2) **Operational Requirements:**

- Attendants shall be stationed at the Operator boardwalk access points designated by the Operator within the Area of Operation.
- No more than 280 lounge chairs may be stored overnight on the beach. Lounge chairs stored overnight must be stacked, secured, and aligned seaward of the

dune line. All other equipment must be removed from the beach at the end of each day and not stored in the dunes.

- All beach storage boxes currently in use may continue to be used; provided, however, that any box requiring replacement for any reason must conform to the Town's standard beach storage box design, dimensions, and specifications set forth in Exhibit "C" to this Agreement. Regardless of condition, all beach storage boxes must fully conform to the specifications set forth in Exhibit "C" no later than twenty-four (24) months from the effective date of this Agreement. Any non-conforming box remaining in use after that date shall be subject to removal and applicable fines and penalties under the Town's Municipal Code.
- All Town Beach Regulations and Ordinances must be adhered to, including the Town's Plastic Ordinance, Chapter 4, Regulation of Single-Use Plastics.
- All trash and debris must be removed from the Area of Operation at the end of each day.
- The Operator and its employees acknowledge that the beach below the high tide line is public. Guests, visitors, property owners, or other persons have priority over the Operator's interest in placing setups. The Operator and its employees shall not request anyone on the beach to move or relocate for the Operator's operation, unless such persons are using the Operator's services or facilities without authorization.

B. Operational Adjustments:

The Operator shall alter or amend its operations whenever the Town determines that the Operator's services or actions interfere with the quiet enjoyment of persons on the beach.

6. **BEACH OPERATION FEE:** During the term of this agreement, including any renewal terms, the Operator shall pay the town an annual Beach Operation Fee of **\$44,100**. This payment shall be made no later than December 31st of each year.

7. **INSURANCE:**

The Operator shall carry and maintain the following insurance policies:

- **Worker's Compensation Insurance:** In statutory amounts.
- **Comprehensive General Liability Insurance:** Endorsed to include product and completed operations and contractual liability, with a minimum coverage of \$1,000,000 combined single limit.
- **Automobile Liability Insurance:** With minimum limits of \$500,000/\$1,000,000 or \$1,000,000 combined single limit.

Each policy shall stipulate that it cannot be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy. The Operator shall provide the Town with a Certificate of Insurance (COI) evidencing coverage.

8. INDEMNIFICATION:

A. The Operator shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

B. The Operator shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Operator employees working at the specified location of operation during the specified hours of operation which may occur, however, caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

9. NO AGENCY CREATED: The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between the Operator and the Town other than that which is expressly stated herein. The conduct and control of the Operator's agents and employees, and the methods utilized by the Operator in fulfilling its obligations hereunder, shall lie solely and exclusively with the corporation and its agents, officers, and directors. The Operator employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Operator shall have any benefit, status, or right of employment with the Town.

10. EFFECTIVE DATE: This agreement shall become effective upon approval by the Mayor.

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

TOWN OF KIAWAH ISLAND

By: Bradley D. Belt
Its: Mayor

KIAWAH ISLAND INN COMPANY

By: Roger M. Warren
Its: President

EXHIBIT "A" Map of Area of Operation



EXHIBIT "B" TO BEACH OPERATION AGREEMENT

The following is a list of products the Operator may sell and/or deliver to beach patrons at a stationary location on the beach.

Food and Snacks

Non-Alcohol and Alcohol Beverages

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

EXHIBIT "C" TO BEACH OPERATION AGREEMENT

Standard Beach Storage Box Design and Specifications

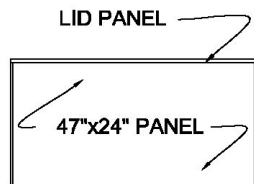
All beach storage boxes used by the Operator must conform to the design, dimensions, and construction specifications depicted in the sketch above. No deviations from the approved design are permitted without prior written approval from the Town. The Town reserves the right to update the standard specifications upon written notice to the affected Operator.

TOWN OF KIAWAH ISLAND
STANDARD BEACH STORAGE BOX

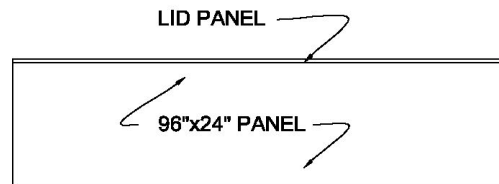
SCALE: 1/2" = 1'-0"

PANELS TO BE 1/2" MARINE
GRADE PLYWOOD STAINED
SW WOODSCAPES 3004
SUMMERHOUSE BEIGE

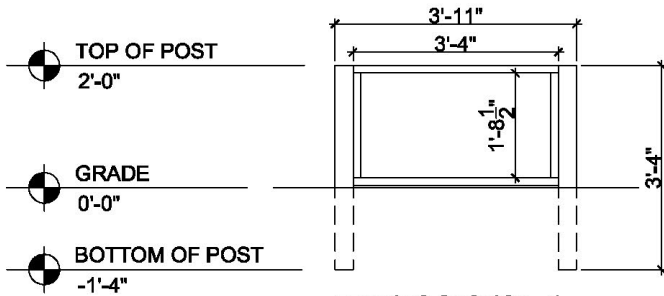
CONNECTIONS TO BE SS
WOOD SCREWS - 3" FOR
FRAMING, 1-5/8" FOR
PANELS



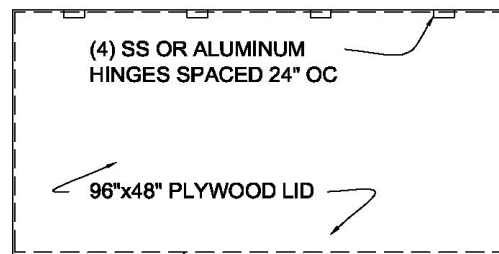
SIDE ELEVATION, TYP.



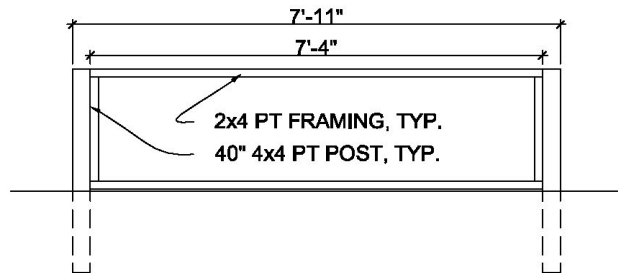
FRONT & REAR ELEVATION



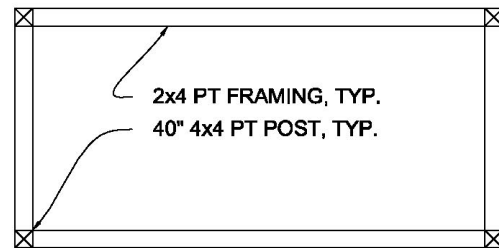
FRAMING SECTION - 1



TOP PANEL LINE OF FRAMING BELOW



FRAMING SECTION - 2



FRAMING PLAN



TAB 10

TOWN COUNCIL

Agenda Item

BEACH CLUB BEACH OPERATIONS AGREEMENT

AGREEMENT, entered into as of the 7th day of April 2026, by and between the **Town of Kiawah Island** (hereinafter the "Town") and **Kiawah Island Club Holdings, LLC** (hereinafter the "Operator").

WHEREAS, the Town has authority over and responsibility for activities seaward of the 40-year setback line established by the SC Department of Environmental Services Bureau of Coastal Management;

WHEREAS, Sec. 16-302. **Essential Vehicular Traffic** prohibits certain vehicular traffic on the beach unless permitted by the Town;

WHEREAS, Sec. 16-805. **Overnight Storage of Beach Equipment Prohibited** prohibits the overnight storage of Operator equipment seaward of the 40-year setback line unless permitted by the Town;

WHEREAS, Sec. 16-814. **Commercial Activities Restricted** prohibits certain commercial activities seaward of the 40-year setback line unless under license from the Town;

NOW, THEREFORE, the parties hereby mutually agree that the Operator may provide services to its Members under permission and license from the Town, subject to the terms and conditions set forth below, providing only those items listed in paragraph **5, Beach Operations and Equipment** and selling those items listed in **Exhibit "B"** to this agreement:

1. **TERM AND TERMINATION:** This Agreement shall become effective on April 7, 2026, and shall automatically renew annually on March 3, unless terminated in accordance with the provisions herein.

Either party may terminate this Agreement for convenience, in whole or in part, upon thirty (30) days' written notice to the other party. For termination due to breach, the Town must provide written notice detailing the breach. Operator has 15 days to remedy the breach to the Town's satisfaction. If remedied, the Agreement continues; otherwise, the Town may terminate immediately upon written notice.

Upon termination, Operator must cease all operations. Failure to do so will subject Operator to fines, penalties, or other enforcement actions authorized under the Town's Code of Ordinances.

2. **HOURS OF OPERATION:** The Operator may conduct Club member activities (as defined herein) within the beach area seven (7) days per week between 8:00 AM and 7:00 PM.

3. **VEHICLES:** The Operator may bring vehicles onto the beach at each designated operational location solely to transport equipment or materials that cannot reasonably be carried, such as bulk beach chairs and umbrellas. Vehicles shall not be used to travel between operational locations, regardless of distance. All equipment and supplies required at each location must be transported to and from the beach through the designated vehicle access point serving that location. All vehicle operations shall comply with applicable Town ordinances, including Sec. 16-305 of the Town Code.

4. **AREA OF OPERATION:**

A. The area of beach in front of the Operator is located between the western boundary (-80.044175 longitude and 32.608671 latitude) and eastern boundary (-80.042899 longitude and 32.608877 latitude) on the attached map **Exhibit "A."**

B. Operator operations may not extend into the dunes or on any land located within the area twenty (20) feet seaward of the toe of the primary dune.

C. A buffer zone of 25 yards shall be maintained on either end of the boundary of the operation area inward on their property. No Operator operation shall be conducted within this buffer zone.

5. **BEACH OPERATIONS AND EQUIPMENT**

A. The Operator setup operations:

1) No more than the following items are allowed:

- Lounge Chairs: 200
- Armchairs: 60
- Beach stands: 1
- Mini tables: 40
- Umbrellas: 150
- Bike racks: 4
- Towel station: 2
- Trash receptacle: 5

- Beach storage box: 4

2) **Holiday Adjustments:** Easter, Memorial Day, Fourth of July, and Labor Day weekends, the following adjustments can be made:

- Lounge Chairs: Increased to 290
- Armchairs: Increased to 160
- Umbrellas: increased to 75
- Mini tables: increased to 80
- Beach stands: Increased to 2

3) **Operational Requirements:**

- Attendants shall be stationed at the Operator boardwalk access points designated by the Club within the Area of Operation.
- No more than 200 lounge chairs (or 290 lounge chairs during the holiday adjustment period) may be stored overnight on the beach. Lounge chairs stored overnight must be stacked, secured, and aligned seaward of the dune line. All other equipment must be removed from the beach at the end of each day and not stored in the dunes.
- All beach storage boxes currently in use may continue to be used; provided, however, that any box requiring replacement for any reason must conform to the Town's standard beach storage box design, dimensions, and specifications set forth in Exhibit "C" to this Agreement. Regardless of condition, all beach storage boxes must fully conform to the specifications set forth in Exhibit "C" no later than twenty-four (24) months from the effective date of this Agreement. Any non-conforming box remaining in use after that date shall be subject to removal and applicable fines and penalties under the Town's Municipal Code.
- All Town Beach Regulations and Ordinances must be adhered to, including the Town's Plastic Ordinance, Chapter 4, Regulation of Single-Use Plastics.
- All trash and debris must be removed from the Area of Operation at the end of each day.
- The Operator and its employees acknowledge that the beach below the high tide line is public. Guests, visitors, property owners, or other persons have priority over the Club's interest in placing setups. The Club and its employees shall not request anyone on the beach to move or relocate for the Club's operation, unless such persons are using the Club's services or facilities without authorization.

B. Operational Adjustments:

The Operator shall alter or amend its operations whenever the Town determines that the Club's services or actions interfere with the quiet enjoyment of persons on the beach.

6. **BEACH OPERATION FEE:** During the term of this agreement, including any renewal terms, the Operator shall pay the town an annual Beach Operation Fee of \$31,500. This payment shall be made no later than December 31st of each year.

7. **INSURANCE:**

The Operator shall carry and maintain the following insurance policies:

- **Worker's Compensation Insurance:** In statutory amounts.
- **Comprehensive General Liability Insurance:** Endorsed to include product and completed operations and contractual liability, with a minimum coverage of \$1,000,000 combined single limit.
- **Automobile Liability Insurance:** With minimum limits of \$500,000/\$1,000,000 or \$1,000,000 combined single limit.

Each policy shall stipulate that it cannot be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy. The Operator shall provide the Town with a Certificate of Insurance (COI) evidencing coverage.

8. **INDEMNIFICATION:**

A. The Operator shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

B. The Operator shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Operator employees working at the specified location of

operation during the specified hours of operation which may occur, however, caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

- 9. **NO AGENCY CREATED:** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between the Operator and the Town other than that which is expressly stated herein. The conduct and control of the Operator's agents and employees, and the methods utilized by the Operator in fulfilling its obligations hereunder, shall lie solely and exclusively with the corporation and its agents, officers, and directors. The Operator employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Operator shall have any benefit, status, or right of employment with the Town.

- 10. **EFFECTIVE DATE:** This agreement shall become effective upon approval by the Mayor.

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

TOWN OF KIAWAH ISLAND

By: Bradley D. Belt
Its: Mayor

KIAWAH ISLAND CLUB HOLDINGS, LLC

By: Jordan Phillips
Its: Vice President

EXHIBIT "A" Map of Area of Operation



EXHIBIT "B" TO BEACH OPERATION AGREEMENT

The following is a list of products the Operator may sell and/or deliver to Club Members at a stationary location on the beach.

Food and Snacks

Non-Alcohol and Alcohol Beverages

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

EXHIBIT "C" TO BEACH OPERATION AGREEMENT

Standard Beach Storage Box Design and Specifications

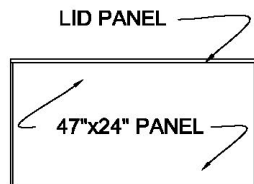
All beach storage boxes used by the Operator must conform to the design, dimensions, and construction specifications depicted in the sketch above. No deviations from the approved design are permitted without prior written approval from the Town. The Town reserves the right to update the standard specifications upon written notice to the affected Operator.

TOWN OF KIAWAH ISLAND
STANDARD BEACH STORAGE BOX

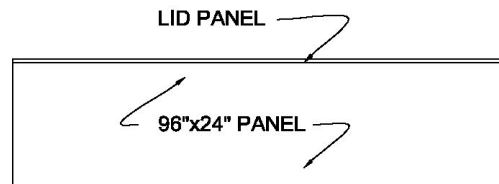
SCALE: 1/2" = 1'-0"

PANELS TO BE 1/2" MARINE
GRADE PLYWOOD STAINED
SW WOODSCAPES 3004
SUMMERHOUSE BEIGE

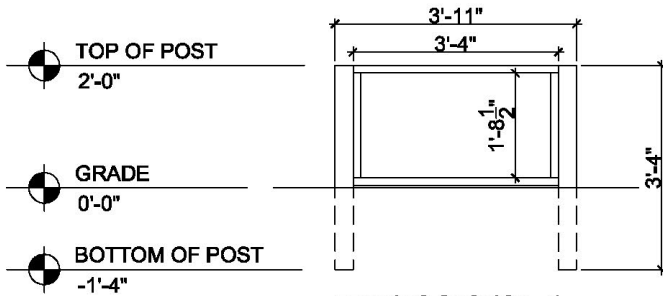
CONNECTIONS TO BE SS
WOOD SCREWS - 3" FOR
FRAMING, 1-5/8" FOR
PANELS



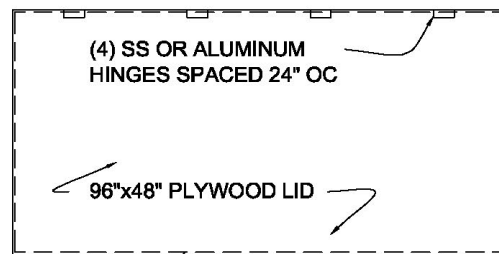
SIDE ELEVATION, TYP.



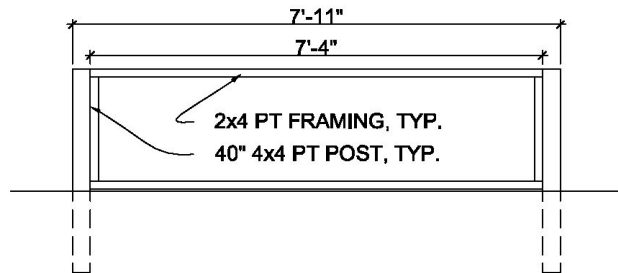
FRONT & REAR ELEVATION



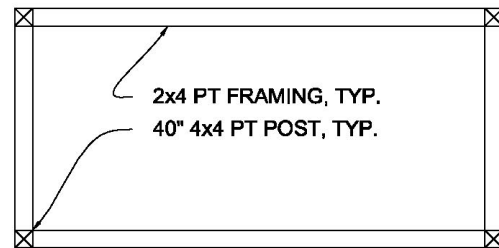
FRAMING SECTION - 1



TOP PANEL LINE OF FRAMING BELOW



FRAMING SECTION - 2



FRAMING PLAN



TAB 11

TOWN COUNCIL

Agenda Item

CAPE CLUB BEACH OPERATIONS AGREEMENT

AGREEMENT, entered into as of the 7th day of April 2026, by and between the **Town of Kiawah Island** (hereinafter the "Town") and **Kiawah Island Club Holdings, LLC** (hereinafter the "Operator").

WHEREAS, the Town has authority over and responsibility for activities seaward of the 40-year setback line established by the SC Department of Environmental Services Bureau of Coastal Management;

WHEREAS, Sec. 16-302. **Essential Vehicular Traffic** prohibits certain vehicular traffic on the beach unless permitted by the Town;

WHEREAS, Sec. 16-805. **Overnight Storage of Beach Equipment Prohibited** prohibits the overnight storage of Operator equipment seaward of the 40-year setback line unless permitted by the Town;

WHEREAS, Sec. 16-814. **Commercial Activities Restricted** prohibits certain commercial activities seaward of the 40-year setback line unless under license from the Town;

NOW, THEREFORE, the parties hereby mutually agree that the Operator may provide services to its Members under permission and license from the Town, subject to the terms and conditions set forth below, providing only those items listed in paragraph **5, Beach Operations and Equipment** and selling those items listed in **Exhibit "B"** to this agreement:

1. **TERM AND TERMINATION:** This Agreement shall become effective on April 7, 2026, and shall automatically renew annually on March 3, unless terminated in accordance with the provisions herein.

Either party may terminate this Agreement for convenience, in whole or in part, upon thirty (30) days' written notice to the other party. For termination due to breach, the Town must provide written notice detailing the breach. Operator has 15 days to remedy the breach to the Town's satisfaction. If remedied, the Agreement continues; otherwise, the Town may terminate immediately upon written notice.

Upon termination, Operator must cease all operations. Failure to do so will subject Operator to fines, penalties, or other enforcement actions authorized under the Town's Code of Ordinances.

2. **HOURS OF OPERATION:** The Operator may conduct Club member activities (as defined herein) within the beach area seven (7) days per week between 8:00 AM and 7:00 PM.

3. **VEHICLES:** The Operator may bring vehicles onto the beach at each designated operational location solely to transport equipment or materials that cannot reasonably be carried, such as bulk beach chairs and umbrellas. Vehicles shall not be used to travel between operational locations, regardless of distance. All equipment and supplies required at each location must be transported to and from the beach through the designated vehicle access point serving that location. All vehicle operations shall comply with applicable Town ordinances, including Sec. 16-305 of the Town Code.

4. **AREA OF OPERATION:**

A. The area of beach in front of the Operator is located between the western boundary (-80.130203 longitude and 32.585256 latitude) and eastern boundary (-80.127559 longitude and 32.586698 latitude) on the attached map **Exhibit "A."**

B. Operator operations may not extend into the dunes or on any land located within the area twenty (20) feet seaward of the toe of the primary dune.

C. A buffer zone of 25 yards shall be maintained on either end of the boundary of the operation area inward on their property. No Operator operation shall be conducted within this buffer zone.

5. **BEACH OPERATIONS AND EQUIPMENT**

A. The Operator setup operations:

1) No more than the following items are allowed:

- Lounge Chairs: 100
- Armchairs: 40
- Beach stands: 1
- Mini tables: 40
- Umbrellas: 50
- Bike racks: 4
- Towel station: 1
- Trash receptacle: 2
- Beach storage box: 2

2) **Holiday Adjustments:** Easter, Memorial Day, Fourth of July, and Labor Day weekends, the following adjustments can be made:

- Lounge Chairs: Increased to 200
- Armchairs: Increased to 75
- Umbrellas: increased to 75
- Mini tables: increased to 80

3) Operational Requirements:

- Attendants shall be stationed at the Operator boardwalk access points designated by the Club within the Area of Operation.
- No more than 100 lounge chairs (or 200 lounge chairs during the holiday adjustment period) may be stored overnight on the beach. Lounge chairs stored overnight must be stacked, secured, and aligned seaward of the dune line. All other equipment must be removed from the beach at the end of each day and not stored in the dunes.
- All beach storage boxes currently in use may continue to be used; provided, however, that any box requiring replacement for any reason must conform to the Town's standard beach storage box design, dimensions, and specifications set forth in Exhibit "C" to this Agreement. Regardless of condition, all beach storage boxes must fully conform to the specifications set forth in Exhibit "C" no later than twenty-four (24) months from the effective date of this Agreement. Any non-conforming box remaining in use after that date shall be subject to removal and applicable fines and penalties under the Town's Municipal Code.
- All Town Beach Regulations and Ordinances must be adhered to, including the Town's Plastic Ordinance, Chapter 4, Regulation of Single-Use Plastics.
- All trash and debris must be removed from the Area of Operation at the end of each day.
- The Operator and its employees acknowledge that the beach below the high tide line is public. Guests, visitors, property owners, or other persons have priority over the Club's interest in placing setups. The Club and its employees shall not request anyone on the beach to move or relocate for the Club's operations unless such persons are using the Club's services or facilities without authorization.

B. Operational Adjustments:

The Operator shall alter or amend its operations whenever the Town determines that the Club's services or actions interfere with the quiet enjoyment of persons on the beach.

6. **BEACH OPERATION FEE:** During the term of this agreement, including any renewal terms, the Operator shall pay the town an annual Beach Operation Fee of \$15,750. This payment shall be made no later than December 31st of each year.

7. **INSURANCE:**

The Operator shall carry and maintain the following insurance policies:

- **Worker's Compensation Insurance:** In statutory amounts.
- **Comprehensive General Liability Insurance:** Endorsed to include product and completed operations and contractual liability, with a minimum coverage of \$1,000,000 combined single limit.
- **Automobile Liability Insurance:** With minimum limits of \$500,000/\$1,000,000 or \$1,000,000 combined single limit.

Each policy shall stipulate that it cannot be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy. The Operator shall provide the Town with a Certificate of Insurance (COI) evidencing coverage.

8. **INDEMNIFICATION:**

- A. The Operator shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- B. The Operator shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Operator employees working at the specified location of operation during the specified hours of operation which may occur, however, caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

9. NO AGENCY CREATED: The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between the Operator and the Town other than that which is expressly stated herein. The conduct and control of the Operator's agents and employees, and the methods utilized by the Operator in fulfilling its obligations hereunder, shall lie solely and exclusively with the corporation and its agents, officers, and directors. The Operator employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Operator shall have any benefit, status, or right of employment with the Town.

10. EFFECTIVE DATE: This agreement shall become effective upon approval by the Mayor.

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

TOWN OF KIAWAH ISLAND

By: Bradley D. Belt
Its: Mayor

KIAWAH ISLAND CLUB HOLDINGS, LLC

By: Jordan Phillips
Its: Vice President

EXHIBIT "A" Map of Area of Operation

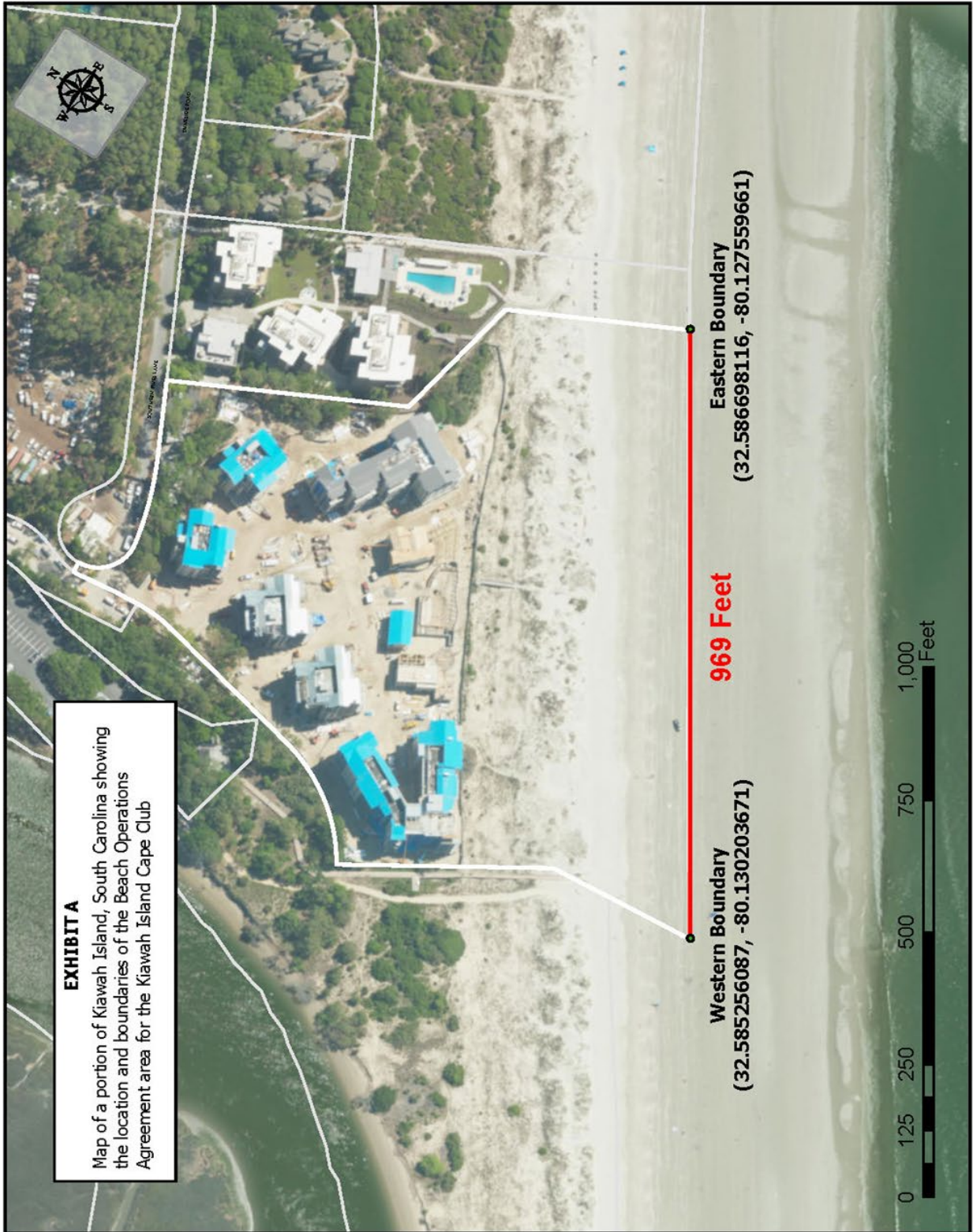


EXHIBIT "B" TO BEACH OPERATION AGREEMENT

The following is a list of products the Operator may sell and/or deliver to Club Members at a stationary location on the beach.

Food and Snacks
Non-Alcohol and Alcohol Beverages

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

EXHIBIT "C" TO BEACH OPERATION AGREEMENT

Standard Beach Storage Box Design and Specifications

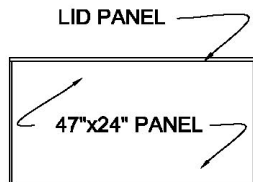
All beach storage boxes used by the Operator must conform to the design, dimensions, and construction specifications depicted in the sketch above. No deviations from the approved design are permitted without prior written approval from the Town. The Town reserves the right to update the standard specifications upon written notice to the affected Operator.

TOWN OF KIAWAH ISLAND
STANDARD BEACH STORAGE BOX

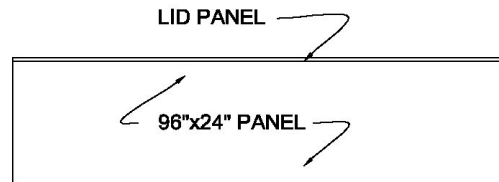
SCALE: 1/2" = 1'-0"

PANELS TO BE 1/2" MARINE
GRADE PLYWOOD STAINED
SW WOODSCAPES 3004
SUMMERHOUSE BEIGE

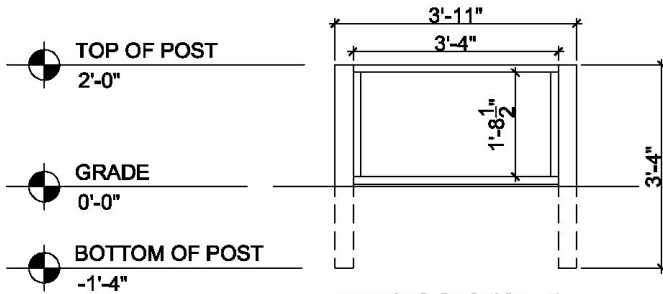
CONNECTIONS TO BE SS
WOOD SCREWS - 3" FOR
FRAMING, 1-5/8" FOR
PANELS



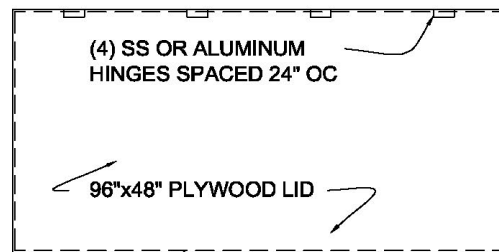
SIDE ELEVATION, TYP.



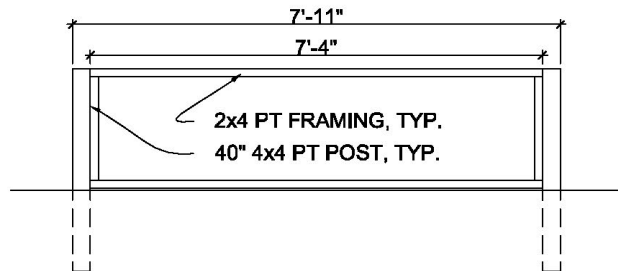
FRONT & REAR ELEVATION



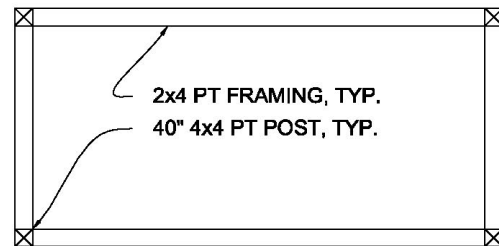
FRAMING SECTION - 1



TOP PANEL LINE OF FRAMING BELOW



FRAMING SECTION - 2



FRAMING PLAN



TAB 12

TOWN COUNCIL

Agenda Item

TIMBERS OPERATIONS AGREEMENT

AGREEMENT, entered into as of the 7th day of April 2026, by and between the **Town of Kiawah Island** (hereinafter the "Town") and **Residence Club at Southern Pines Property Owners Association, Inc** (hereinafter the "Operator").

WHEREAS, the Town has authority over and responsibility for activities seaward of the 40-year setback line established by the SC Department of Environmental Services Bureau of Coastal Management;

WHEREAS, Sec. 16-302. **Essential Vehicular Traffic** prohibits certain vehicular traffic on the beach unless permitted by the Town;

WHEREAS, Sec. 16-805. **Overnight Storage of Beach Equipment Prohibited** prohibits the overnight storage of Operator equipment seaward of the 40-year setback line unless permitted by the Town;

WHEREAS, Sec. 16-814. **Commercial Activities Restricted** prohibits certain commercial activities seaward of the 40-year setback line unless under license from the Town;

NOW, THEREFORE, the parties hereby mutually agree that the Operator may provide services to its Members under permission and license from the Town, subject to the terms and conditions set forth below, providing only those items listed in paragraph **5, Beach Operations and Equipment** and selling those items listed in **Exhibit "B"** to this agreement:

1. **TERM AND TERMINATION:** This Agreement shall become effective on April 7, 2026, and shall automatically renew annually on March 3, unless terminated in accordance with the provisions herein.

Either party may terminate this Agreement for convenience, in whole or in part, upon thirty (30) days' written notice to the other party. For termination due to breach, the Town must provide written notice detailing the breach. Operator has 15 days to remedy the breach to the Town's satisfaction. If remedied, the Agreement continues; otherwise, the Town may terminate immediately upon written notice.

Upon termination, Operator must cease all operations. Failure to do so will subject Operator to fines, penalties, or other enforcement actions authorized under the Town's Code of Ordinances.

2. **HOURS OF OPERATION:** The Operator may conduct activities (as defined herein) within the beach area seven (7) days per week between 8:00 AM and 7:00 PM.

3. **VEHICLES:** The Operator may bring vehicles onto the beach at each designated operational location solely to transport equipment or materials that cannot reasonably be carried, such as bulk beach chairs and umbrellas. Vehicles shall not be used to travel between operational locations, regardless of distance. All equipment and supplies required at each location must be transported to and from the beach through the designated vehicle access point serving that location. All vehicle operations shall comply with applicable Town ordinances, including Sec. 16-305 of the Town Code.

4. **AREA OF OPERATION:**

A. The area of beach in front of the Operator is located between the western boundary (-80.1278 longitude and 32.5870 latitude) and eastern boundary (-80.1275 longitude and 32.5872 latitude) on the attached map **Exhibit "A."**

B. Operator operations may not extend into the dunes or on any land located within the area twenty (20) feet seaward of the toe of the primary dune.

C. A buffer zone of 25 yards shall be maintained on either end of the boundary of the operation area inward on their property. No Operator operation shall be conducted within this buffer zone.

5. **BEACH OPERATIONS AND EQUIPMENT**

A. The Operator setup operations:

1) No more than the following items are allowed:

- Lounge Chairs: 50
- Umbrellas: 25
- Beach storage box: 3

2) Operational Requirements:

- No more than 50 lounge chairs may be stored overnight on the beach. Lounge chairs stored overnight must be stacked, secured, and aligned seaward of the dune line. All other equipment must be removed from the beach at the end of each day and not stored in the dunes.

- All beach storage boxes currently in use may continue to be used; provided, however, that any box requiring replacement for any reason must conform to the Town's standard beach storage box design, dimensions, and specifications set forth in Exhibit "C" to this Agreement. Regardless of condition, all beach storage boxes must fully conform to the specifications set forth in Exhibit "C" no later than twenty-four (24) months from the effective date of this Agreement. Any non-conforming box remaining in use after that date shall be subject to removal and applicable fines and penalties under the Town's Municipal Code.
- All Town Beach Regulations and Ordinances must be adhered to, including the Town's Plastic Ordinance, Chapter 4, Regulation of Single-Use Plastics.
- All trash and debris must be removed from the Area of Operation at the end of each day.

B. Operational Adjustments:

The Operator shall alter or amend its operations whenever the Town determines that the Club's services or actions interfere with the quiet enjoyment of persons on the beach.

6. **BEACH OPERATION FEE:** During the term of this agreement, including any renewal terms, the Operator shall pay the town an annual **Beach Operation Fee of \$7,875**. This payment shall be made no later than December 31st of each year.

7. **INSURANCE:**

The Operator shall carry and maintain the following insurance policies:

- **Worker's Compensation Insurance:** In statutory amounts.
- **Comprehensive General Liability Insurance:** Endorsed to include product and completed operations and contractual liability, with a minimum coverage of \$1,000,000 combined single limit.
- **Automobile Liability Insurance:** With minimum limits of \$500,000/\$1,000,000 or \$1,000,000 combined single limit.

Each policy shall stipulate that it cannot be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy. The Operator shall provide the Town with a Certificate of Insurance (COI) evidencing coverage.

8. **INDEMNIFICATION:**

A. The Operator shall defend, indemnify and hold harmless the Town, its officers,

directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

B. The Operator shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Operator employees working at the specified location of operation during the specified hours of operation which may occur, however, caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

9. NO AGENCY CREATED: The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between the Operator and the Town other than that which is expressly stated herein. The conduct and control of the Operator's agents and employees, and the methods utilized by the Operator in fulfilling its obligations hereunder, shall lie solely and exclusively with the corporation and its agents, officers, and directors. The Operator employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Operator shall have any benefit, status, or right of employment with the Town.

10. EFFECTIVE DATE: This agreement shall become effective upon approval by the Mayor.

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

TOWN OF KIAWAH ISLAND

By: Bradley D. Belt
Its: Mayor

TIMBERS

By: Andrew Blake
Its: President of the Board

EXHIBIT "A" Map of Area of Operation



EXHIBIT "B" TO BEACH OPERATION AGREEMENT

The following is a list of products the Operator may deliver on the beach.

Food and Snacks
Non-Alcohol and Alcohol Beverages

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

EXHIBIT "C" TO BEACH OPERATION AGREEMENT

Standard Beach Storage Box Design and Specifications

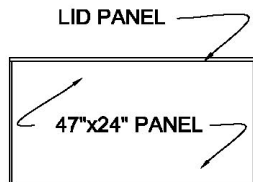
All beach storage boxes used by the Operator must conform to the design, dimensions, and construction specifications depicted in the sketch above. No deviations from the approved design are permitted without prior written approval from the Town. The Town reserves the right to update the standard specifications upon written notice to the affected Operator.

TOWN OF KIAWAH ISLAND
STANDARD BEACH STORAGE BOX

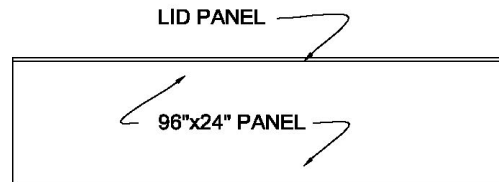
SCALE: 1/2" = 1'-0"

PANELS TO BE 1/2" MARINE
GRADE PLYWOOD STAINED
SW WOODSCAPES 3004
SUMMERHOUSE BEIGE

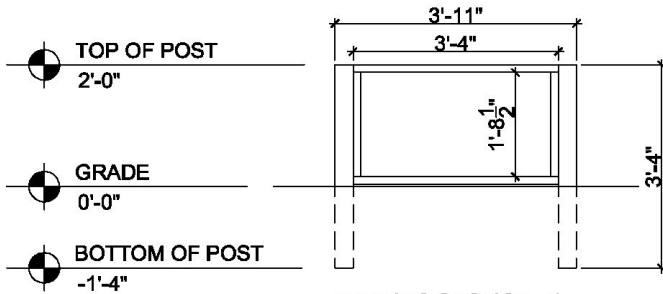
CONNECTIONS TO BE SS
WOOD SCREWS - 3" FOR
FRAMING, 1-5/8" FOR
PANELS



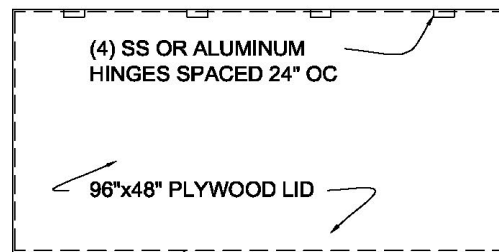
SIDE ELEVATION, TYP.



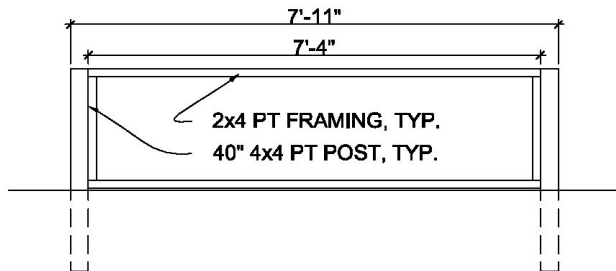
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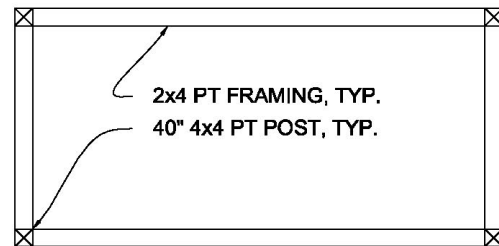
FRAMING SECTION - 1



TOP PANEL



FRAMING SECTION - 2



FRAMING PLAN



TAB 13

TOWN COUNCIL

Agenda Item

Response to Request for Proposal
Submitted to Town of Kiawah Island
March 26, 2026 | 2:00pm



CONSTRUCTION MANAGEMENT AT RISK SERVICES

Civic & Cultural Center

Submitted by





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FEE PROPOSAL	<i>Enclosed in a separate, sealed envelope for confidentiality</i>



UNDERSTANDING THE PROJECT

UNDERSTANDING THE PROJECT

Comprehensive narrative statement that illustrates the understanding of the overall project requirements, budget, and schedule

Edifice Construction has thoroughly reviewed all schematic design documents, the RFQ, and the RFP to gain a full understanding of the project's overarching requirements. Additionally, our team visited the site on March 12, 2026 to assess existing conditions and develop a comprehensive site logistics plan. The following outlines our understanding of the project:

PROJECT SCOPE

- The project includes the construction of the 12,000sf +/- Civic & Cultural Center addition to the Kiawah Island Town Hall, to be delivered via a Construction Manager at Risk (CMaR) agreement using the AIA A133-2019 and A201-2017 General Conditions. Edifice is highly experienced with this delivery method and prefers it for projects of this nature.
- The addition will be constructed at 4475 Betsy Kerrison Parkway on Kiawah Island, SC.
- Features include a new auditorium with 300 seats on a raked elevation, new multi-purpose community room with an operational partition to accommodate a total of 40-60 seats, a lobby, a loading dock, utilities, AV/IT and Staging equipment, and parking/site work.
- Our team will maintain a clean, safe, and organized site through all phases of the construction process.

PROJECT TEAM

We understand the project team consists of:

Owner: Town of Kiawah Island

Architect: Caplea Coe Architects and H3 Architecture

MEP Engineer: RMF Engineering

Civil/Structural Engineer: ADC Engineering

Acoustics Consultant: Threshold Acoustics

Theater Consultant: Theatre Consultants Collaborative

PERMITTING

Charleston County: Overall jurisdiction and MS4 stormwater approval

SCDES: CZC, NPDES, and wastewater permits

SCDOT: Encroachment permits

St. John's Water Company: New water line coordination

Our team will collaborate with the Town, Caplea Coe Architects, and H3 Architecture to ensure all permits are secured by January 2027 to facilitate a January 2027 start.

PROJECT BUDGET

- The estimated construction budget is \$12,287,829.
- Please refer to the separate Rough Order of Magnitude (ROM) estimate. Our Cost Control Log, which outlines early cost-saving opportunities, will be presented during our interview on March 31, 2026.
- Our team will work throughout preconstruction to align scope and budget, delivering a project that meets programmatic and financial goals.

PROJECT SCHEDULE

Comprehensive Preconstruction Phase:

April 2026 – September 2026

- Edifice will dedicate a full preconstruction team to this effort.
- We propose bi-weekly meetings to foster collaboration and facilitate timely decision-making.
- Further GMP development details are provided in the next section.

Construction Commencement Target: January 2027



The firm's proposed approach and system for preparing GMP packages

Edifice anticipates the preconstruction phase will span from April 2026 through December 2026. Our team is prepared to begin immediately and will employ a collaborative, disciplined approach to GMP development.

PRECONSTRUCTION TEAM

Project Executive: Josh Spencer

Executive Vice President, Preconstruction Services: Andy Aldridge

Senior Preconstruction Manager: Andrew Knight
Supported by a team of 12 preconstruction managers

OPERATIONS INVOLVEMENT

Operations staff will be involved early to provide scheduling input, constructibility reviews, and site logistics planning:

Construction Manager: Austin Nastasi

Senior Project Manager: Robert Horner

Senior Superintendent: Greg Estabrook

Subject Matter Expert: Ryan Lefebvre

Director of Construction Technology: Brittian Blaylock

Safety Manager: Bronson Lee

Project Administrator: Mayson Jacobs

PRECONSTRUCTION DELIVERABLES

- Three-phase estimates: Schematic Design (SD), Design Development (DD), and Construction Documents (CD)
- Bi-weekly OAC preconstruction meetings covering:
 1. Roles and responsibilities
 2. Communication protocol
 3. Budget and schedule updates
 4. Design coordination and open items
 5. Value engineering (tracked in our Cost Control Log)
 6. Permitting updates
 7. Cash flow projections
 8. Site logistics



SITE LOGISTICS PLAN

Delivered in the schematic phase, the site logistics plan will include:

- Defined limits of construction for each phase
- Continuous FS5 emergency vehicle access
- Routes for deliveries, parking, and laydown
- Temporary fencing, dumpsters, trailers, restrooms, and traffic control measures

PRECONSTRUCTION TIMELINE

Schematic Design: April 2026 – June 2026

Design Development: June 2026 – September 2026

GMP Establishment: September 2026 – December 2026

MULTIPLE PHASES/GMP

Edifice is well-versed in completing projects with multiple phases. It is common to have multiple GMP amendments leading up to the final GMP. Typically, we see early release packages for sitework/foundations, MEP, and the balance of the scope. We work closely with owners and designers to determine phasing so the project is completed on time. If multiple phases are necessary, we follow the standard CMaR process. Each phase is bid, reviewed and approved by the Town, and then construction begins. This is a highly effective way to start construction earlier, while allowing time for design edits and the permitting process.



SCHEDULING, INSPECTIONS, PERMITTING, AND COORDINATION

In our 48 year history, all Edifice projects have included scheduling, inspections, permitting assistance, and coordination. Our 70% repeat business rate is a reflection of our success in delivering projects to clients across the Carolinas.

Scheduling begins in preconstruction with analysis of existing conditions onsite and drawings. As the design is

developed, the schedule is further refined. During construction, our superintendent drives the schedule through communication and management of the subcontractors.

Edifice has completed and is currently working on projects on Kiawah Island and the surrounding area*, giving us experience navigating the permit

and inspection process with Charleston County. We have an excellent working relationship with both the City and the County's permitting agencies.

** In addition to our current work on the St. John's Fire District Station #5 and Kiawah River Fire Station #8, Edifice recently completed the Bon Secours Mercy Health Johns Island Urgent Care, MUSC Maybank*

SUBCONTRACTOR ENGAGEMENT AND GMP COMPILATION

- Subcontractors will be pre-qualified with a focus on trusted, local trade partners.
- Competitive bidding and post-bid interviews will confirm scope accuracy and schedule alignment.
- Bid tabulations will be transparently shared for team review and selection input.
- Subcontractors will be engaged as early as schematic design for real-time pricing feedback and constructibility input.

GMP PACKAGE COMPONENTS

- Contract document log (drawings/specifications)
- Clarifications and assumptions
- GMP estimate:
 1. Trade-by-trade breakdown
 2. Allowances, contingencies, and fees
- Final construction schedule





MANAGEMENT PLAN

MANAGEMENT PLAN

Managing project integration, scope, time/schedule, phasing, cost, quality, human resources, communication, risk, and procurement

COST MANAGEMENT

Our preconstruction process is set up to help the entire team including the owner, contractor, designer, engineers, and subcontractors minimize conflicts or potential programs. Our budget process and constructibility reviews at each design milestone (schematic, design development, and construction documents) allow interaction between all project team members. We work together to resolve conflicts and drawing omissions during preconstruction, helping the designer create a strong set of contract documents that is comprehensive and concise to ensure the trades' most competitive bid numbers.

Our costs and scheduling details are handled with an "open-book policy." We share the details of every pricing situation from preconstruction estimates to actual job costs. The project budget is monitored at each design milestone with detailed itemized cost breakdown where subcontractor and supplier commitments are measured against the itemized budget. As plans develop, the budget from the previous design milestone is compared to the current one to allow the team to track and monitor price changes for trades, materials, or equipment. It promotes discussion on cost-saving measures and helps us maintain the "budgets within the budget." During construction, costs, contingency expenditures, and owner-proposed scope adds or revisions are discussed at weekly or bi-weekly meetings. Open communication with the owner about the status of the project budget is continuous throughout the progress of the job.

Initial Budget Estimate to GMP through Final Cost

3%
HISTORICAL
average

Our first estimate is based on detail quantities and unit prices so that we can have a meaningful review meeting with the entire team to ensure scope accuracy and inclusion of owner's intent. We benchmark the estimate against similar projects and get subcontractor market pricing. This allows for an accurate estimate from the very beginning. Alongside our constructibility review, we examine the documents for bid readiness. We are confident our process produces a number you can trust from the very first estimate.

Andrew Knight, with assistance from the rest of the preconstruction team, is responsible for the management of the estimating process, assembling estimates, value engineering activities, project design document, and constructibility reviews. They assure tracking mechanisms are in place to communicate changes in the budget during each phase of the pricing exercise.

We would like to share two recent success stories of local government projects in which we were brought in at an early stage. These demonstrate our preconstruction department's fortitude to provide accurate numbers for planning throughout the process.

CAROLINA PARK RECREATION COMPLEX PHASE III AND IV

Initial Budget:	\$9,860,248
Final Cost:	\$10,066,836
Delta:	2.1%

DORCHESTER LIBRARY COUNTY NORTH LIBRARY

Schematic Budget:	\$5,652,620
Final Cost:	\$5,535,550
Delta:	-2.0%



CHANGE MANAGEMENT

Change management should only occur when an owner directs a change, thus adding scope and/or time to a project. Our budget process and constructibility reviews at each design milestone (schematic, design development, and construction documents) allow interaction between the project team members. We collaborate to resolve conflicts and drawing omissions during preconstruction.

Our project management team creates and manages the RFI process in conjunction with the architect, design consultants, and trade contractors. RFIs are researched, critiqued, written, and coordinated by the project manager. Prior to a potential item becoming an RFI, detailed examination is made by the project team to see if a simple resolution can be derived from existing contract documents. Once an RFI is created, the project manager sends it to the architect and owner representative for answers and clarifications. After the RFI is answered or clarified by the design team or owner, it is sent back to the project manager who in turn distributes that information back to the relevant trade contractor or supplier. RFIs are generated and tracked utilizing our project management software.

Submittals are pre-scheduled, logged, and status checked during the submittal review phase. As part of our master construction schedule, we utilize Procore to log and manage our process and create an electronic or web based site to distribute, view, and manager the submittal process with the design team. We will coordinate what works best with the project team prior to the start of construction and in conjunction with contract requirements.

SCHEDULE MANAGEMENT

The generation, maintenance, and utilization of the project schedule is key to achieving our project completion dates. Our philosophy is to be the keeper of the entire project schedule, not just of the construction activities, but of every phase of the construction process, including the design, permitting, submittals, construction, inspections, owner's equipment, and project close-out requirements. We don't develop our schedules in a "vacuum." The success of building a usable working



schedule depends on the buy-in and input of the entire project team, including the owner, architect, engineers, contractor, and subcontractors.

PRECONSTRUCTION

We create a milestone schedule at the project's outset. This schedule incorporates all the project's major milestones, including all design completion dates, permitting requirements, major construction activities, and sequencing.

CONSTRUCTION

We build upon the milestone schedule generated during the preconstruction phase and expand the construction activities to include all construction activities, sequencing, and durations. Long-lead material times, owner equipment, and their respective submittals are incorporated for a proactive buyout approach. We build our schedules to include any special inspection requirements and specific certificate of occupancy needs.

OWNERSHIP

Most of our schedules are created and maintained in-house by our project manager, utilizing Suretrak or Phoenix software. On complex projects, we employ the services of several scheduling consultants that utilize Primavera P6 software.

PROJECT TRACKING AND REPORTING

Clear communication and effective coordination are essential for a successful project. As your trusted advisor, we are dedicated to listening, responding, and fostering a collaborative and inclusive process throughout the design and construction phases. Our team excels at connecting people, sharing information, and creating an environment where stakeholders come together seamlessly.

Project tracking and reporting involves daily, weekly, and monthly attention. Project issues are tracked and daily reports/logs are maintained using Procore, our project management software. Procore issues project reports that can be updated daily that are the basis of project operational meetings.

BIWEEKLY MEETINGS

Biweekly meetings serve as a dedicated platform for high-level coordination between Edifice, the Town, Caplea Coe Architects, H3 Architecture, consultants, and other stakeholders. These sessions focus on overall project logistics and provide an opportunity for the Town to establish or refine goals and objectives. Additionally, they will offer a space for Caplea Coe Architects and H3 Architecture to deliver presentations or conduct charrettes with stakeholders, ensuring alignment and collaboration throughout the project.



SUBCONTRACTOR MANAGEMENT

2,300+
STRONG, LOCAL
SUBCONTRACTOR
RELATIONSHIPS

Edifice partners with more than 2,300 subcontractors across the Carolinas, many in the Lowcountry. Our local presence and community engagement ensure that the Town also benefits, creating excitement and raising awareness of the project within the local market.

Our long-standing relationships with trusted subcontractors have been integral to the success of hundreds of projects. These subcontractors value our fair and streamlined contracts, prompt payments, and collaborative approach during preconstruction and in the field. As a result, they are eager to work on Edifice projects, knowing that they can rely on us for clear communication and consistent support.

Whether local, regional, or statewide, our team ensures the best qualified subcontractors, fostering healthy competition and driving value-based pricing. By securing the most reliable trades, we guarantee a project's success while maintaining high standards of quality and cost efficiency. Our project owners benefit from our relationships with the trade community through strong competition with the most qualified subcontractors. Simply put, subcontractors in the Carolinas want to work for Edifice.

During the preconstruction process, we strategically involve subcontractors for specialized input on constructibility, schedule, and budget, adding value to the project team's decision-making. Those subcontractors will be included in the estimated 150-200 subcontractors narrowed down as qualified to bid on our project, strategically selected to provide the most qualified and competitive pricing in the market. We intend to utilize our subcontractor relationships, combined with historical and current data from previous projects, during preconstruction to provide you with the most accurate number possible – a number you can count on.

QUALITY CONTROL

We have developed and implemented a quality control program that is modeled after the U.S. Army Corps of Engineers and United States Navy "Construction Quality Management" (CQM) plan. This systematic approach follows a set of repeated processes for each component throughout the construction project. Starting with the end goal in mind, every definable feature of work is identified and predetermined for the intended quality outcome. From preconstruction phases through the end of construction, we ensure that

the expected results are met. These procedures in our quality control program enable our subcontractors to complete their work to the industry's highest standards.

The CQM plan is built on a precise set of checklists that follow a consistent setup and implementation for each definable feature. This system, briefly explained below, is what we call the **PIF system**:

P – Preparatory Meeting: Before any work begins, definable features are identified and a checklist is completed to include product details, installation instructions, inspection requirements, submittal information, checks of prerequisite work, appropriate hazard analysis, and testing procedures.

I – Initial Meeting: At the very beginning of the installation, each definable feature will have a separate checklist completed, including reviewing the preparatory meeting, prerequisite work, installation instructions, product verifications, safety requirements, and identified hazard analysis.

F – Follow-up Phase: Daily checks are performed for ongoing compliance with contract requirements, including safety, testing, inspections, and installation instructions. Reports are developed to document installation.

The Edifice CQM program ensures that quality construction is achieved, creating an environment where every component functions as intended for minimal disruptions to the client's ongoing use of the facility.



Associated Builders
and Contractors, Inc.



PHASING PLAN

Edifice has completed more than \$1.6 billion in projects on occupied campuses for a variety of clients. Our approach to phased construction begins with an initial assessment of the existing building and infrastructure to determine the scope of work and identify potential challenges. We evaluate the impact of the construction on operational spaces and develop a phased construction plan to minimize disruption. Safety planning is a top priority, as we implement strict safety measures such as the installation of temporary walls, control access zones, and clear communication of safety protocols to all stakeholders. Our safety plan addresses potential hazards and outlines procedures for emergency response and evacuation. We maintain regular communication through meetings, updates, and progress reports to ensure everyone is informed and aligned.

In addition to safety, our project schedule must align seamlessly with the Town's calendar. Open, ongoing communication between our project manager, quality manager, and Town leadership is paramount for success on an occupied campus. We understand that standard construction processes can disrupt community activities, so a strategic plan is crucial. Our team recognizes that unexpected events may necessitate adjusting construction activities approach these situations with utmost respect to ensure minimal disruption.



SAFETY

Our safety policy entitles every employee to work under the safest possible conditions of the construction industry. Every reasonable effort is made for accident prevention, fire protection, and health preservation and all local, state, and federal safety codes are adhered. We provide safe working equipment and all necessary personal protective equipment. In the event of injury, the best first aid and medical service available will be provided.

Our safety program is overseen by Chris Gates, with Bronson Lee as our local safety manager. The overall effectiveness of the program is Chris' responsibility. His duties include the review and analysis of accident information, safety meeting reports, communication of pertinent information, and compliance with OSHA standards, while Bronson monitors safety at our local sites.



BRONSON LEE
Safety Manager

The responsibility for safety on this project remains with the superintendent, Greg Estabrook. His duties include the reviewing of all accident investigation and safety inspection reports for the job. He must also maintain a log or list of accidents to help in identifying accident trends. The superintendent performs a daily inspection of the job site at the beginning of each day and as often as needed thereafter. A written checklist is used at least monthly on all job sites and a copy will be sent to the office to be reviewed and maintained for record. Work-related accidents and "near-miss" accidents are investigated by the safety team. A written report will be prepared and forwarded to the office for record. Necessary precautions to prevent similar accidents will be taken and others in the area will be re-instructed or cautioned as necessary. The superintendent is responsible for conducting weekly toolbox talks at which accidents and other information concerning the safety of workers are discussed.

ENVIRONMENTAL PROTECTION PLAN

Our commitment to environmental stewardship is embedded in every phase of our construction process. We implement proactive strategies to protect natural resources, minimize environmental impact, and ensure compliance with all applicable regulations.

EROSION AND SEDIMENT CONTROL

Edifice employs professionally engineered erosion control measures that are reviewed and approved by local, state, and federal authorities having jurisdiction over the site. These systems are continuously inspected and maintained throughout the construction process to prevent runoff and sedimentation issues. Our superintendent oversees daily site inspections and coordinates with civil engineers to ensure compliance and effectiveness. Following rain or a storm, we will inspect all erosion control measures and promptly make any necessary repairs or adjustments.

ENVIRONMENTAL PROTECTION & DUST SUPPRESSION

Daily oversight includes monitoring for dust generation and implementing suppression techniques such as water spraying, stabilized construction entrances, and perimeter controls. We also coordinate with local authorities to obtain necessary environmental approvals and inspections, ensuring that all activities meet state and federal standards.

WASTE REDUCTION & RECYCLING

We track and document waste diversion efforts through reports and photographs, ensuring that recyclable materials are properly sorted and removed from the waste stream. Our teams collect environmental product declarations and submit resource calculators to support certification goals.

PROPER MATERIALS STORAGE

We maintain strict protocols for the safe and organized storage of construction materials, including designated laydown areas, weather protection for sensitive materials, and secure containment for hazardous substances. Materials are stored and installed according to manufacturer specifications and safety guidelines.



CONSTRUCTION CLOSE-OUT

Closing out a job is as important as how we start. Edifice has an internal milestone at 50% complete, in which the operation and maintenance manuals are submitted to the owner. During the initial project specification review, a list of required operations and maintenance (O&M) information and special warranties is created and then reviewed by the owner for approval. This list includes equipment specifications, manufacturer and supplier's information, operating instructions, reports of inspections, warranties and special information.

Edifice conducts start-up exercises with trade contractors on equipment and coordinates start-up with the test and balance firm and commissioning agent. Manufacturers instructions for proper start-up are always followed so as not to challenge the warranty on equipment. Training on functional equipment and equipment with settings will take place for end-users, maintenance staff, and other necessary personnel. Edifice records these training exercises and makes the videos available to the owner as a part of the close-out documents.

When the project is 90% complete, we compile the as-builts from the individual subcontractors to have the O&M manuals and collection of as-builts delivered to the owner **prior** to substantial completion. As-Built CAD drawings for the design of the project may also be prepared and delivered, per request.

POST-CONSTRUCTION SERVICES

Once start-up has occurred and the project has been officially "closed," the warranty phase begins. Warranties cover various construction items, including roofing systems, fire sprinkler system, etc., and often come directly from the subcontractor that installed the systems. As with construction, Edifice works with the Town in evaluating product or system failures and engages the appropriate subcontractor or supplier to respond. We take all warranty issues seriously and handle them promptly so that your daily operations are not impacted.

Edifice takes great pride in our warranty resolutions. One year after substantial completion, the team will return to the project to perform a warranty walk-through. Regardless of delivery system, Edifice has an excellent history of resolving warranty issues. Edifice commits to standing behind workmanship indefinitely, regardless of the life of the product or system.

ADDITIONAL SERVICES

Edifice brings a deep understanding of the Lowcountry's unique building conditions and regulatory environment, offering added services that will directly benefit the Town of Kiawah Island Civic & Cultural Center project.

DESIGN ASSIST

Kiawah Island's low-lying topography, high water table, and environmentally sensitive coastal ecosystems require thoughtful planning and precise execution. Our approach to Design Assist enables early alignment with permitting agencies, protects critical wetlands and surrounding natural habitats, and helps mitigate risks associated with flooding, erosion, and storm surge. By addressing these unique conditions upfront, we reduce costly delays, safeguard the environment, and ensure the site is prepared to perform long-term in its challenging coastal setting.

Design assist for site work allows our team to collaborate early with civil engineers and trade partners to develop a smart, buildable approach to stormwater management and soil movement. By engaging key stakeholders during the design phase, we can evaluate grading strategies, drainage solutions, and earthwork sequencing in real time, identifying potential challenges before they impact schedule or budget. This proactive approach helps optimize material balance, reduce rework, and ensure compliance with local regulations, while creating a clear, efficient plan for moving water and soil across the site. The result is a more predictable project, improved cost control, and a stronger foundation for successful construction.

OVER **10** MILLION
SQUARE FEET
of
PUBLIC
Spaces



CONFLICT RESOLUTION

Our team is committed to a collaborative, transparent, and proactive approach to resolving issues that may arise during construction. We believe in addressing challenges head-on with smart solutions and clear communication.

ANTICIPATING AND MANAGING SITE CONDITIONS

Given the site's location, we anticipate the possibility of encountering unsuitable soils or unforeseen subsurface conditions. To mitigate this risk, we will:

- Proactively address potential issues during preconstruction by including adequate allowances in the GMP
- Provide a detailed analysis quantifying the volume (in cubic yards) of unsuitable material, along with associated cost and schedule impacts
- Share transparent subcontractor backup documentation for owner review and decision-making
- Work closely with the Town to track the use of contingency or allowance funds, ensuring all stakeholders remain informed and aligned

Above all, our primary goal is to identify and mitigate potential issues during the preconstruction phase. By resolving challenges before they reach the field, we can reduce delays, protect the budget, and keep the project moving forward smoothly.

PROJECT COMPLEXITY: NAVY YARD CHARLESTON

Our award-winning project at Navy Yard Charleston was full of complexities, given the historic nature of the buildings and the surrounding activity. For example, the legacy utility infrastructure that was constructed more than a century ago and was undocumented in any official records or maps, unveiled a maze of unknown utility conflicts that demanded a flexible and innovative approach. Notably, on the east side of the courtyard, an unexpected steam chiller line was unearthed, necessitating the relocation of the water quality unit to accommodate this discovery. The unearthing of an active storm sewer along the main thoroughfare further complicated matters, prompting a comprehensive reconfiguration of the site's drainage system to effectively address the newfound challenge.

Despite the inherent complexities and constraints of this project, our team's dedication, expertise, and strategic decision-making culminated in a successful preservation effort that not only upheld the historic integrity of Storehouses 8 and 9, but also integrated conservation with modern construction practices for a lasting impact on the community.



TECHNOLOGY

Edifice uses several software platforms to manage our projects. Our clients have access to these resources, in line with our open-book policy. To summarize the project progress, we share a report for review in our OAC meetings.

Our team uses OnScreen digital take-offs in preconstruction, SiteOps for civil take-offs, Building Connected for subcontractor solicitation and Procure for project management and operations.

DOCUMENT CONTROL

Document control is critical with today's technology and electronic capabilities. A set of the most up-to-date documents to build by is very important. As-built documents will be kept up throughout the project and the latest and greatest updated set of documents will be in the cloud in our BlueBeam Studio. Our goal is to eliminate the hard copy sets floating around the site that are old and outdated. We will set up screens for access to the most up-to-date documents in the project office for on-site personnel and the rest of the team will have online access.

360 LASER SCANNING

We have in-house laser scanning services that are able to utilize for capturing the existing conditions for coordination with the designer's plans. We are able to anticipate potential conflicts as the drawings are being developed and plan for optimal efficiency in the construction phase. Specifically we have used laser mapping of poured-in-place floors and ceilings provides the information needed to pre-cut studs, pre-assemble framing components and bundle those parts in sequence with our project schedule. Related to framing, drywall materials were pre-cut off-site for length and width, we found this procedure alone makes a significant difference to reducing the noise pollution attributable to most construction projects and their negative impact on sensitive neighbors.

BUILDING INFORMATION MODELING (BIM)

At Edifice, we harness innovative BIM tools to enhance project outcomes. Our team worked with Autodesk 360 to pilot a groundbreaking platform: Collaboration For Revit (C4R), offering real-time collaboration and seamless communication across project stakeholders.



How BIM Benefits Your Project:

- **Enhanced Collaboration:** Cloud-based tools ensure smooth coordination with design teams, consultants, and contractors.
- **Proactive Problem-Solving:** Early clash detection identifies and resolves potential issues before construction begins.
- **Visual Insights:** Models help visualize overhead MEP installations and provide owners with a clear understanding of site logistics.
- **Instant Feedback:** Mobile-friendly platforms allow for real-time updates and adjustments.

BIM in Action

- **Preconstruction:** Streamline estimates, coordinate designs, and identify constructibility issues early
- **Construction:** Use advanced clash detection and coordination meetings to resolve conflicts, produce precise drawings, and optimize MEP installations
- **Post-Construction:** Our team also supports owners post-construction by preparing models that assist facilities departments in tracking maintenance and warranty records. By integrating BIM early in the design process, we ensure efficiency, precision, and exceptional project delivery.



TEAM EXPERIENCE & PROXIMITY

Our Lowcountry office consists of 35 professionals who work closely together on a variety of projects. While a specific team is assigned to a project, many times we lean on our extended team to provide a wide array of experience and knowledge. Below is a chart showing a sampling of our team projects.

Our office is located in Mount Pleasant, SC, approximately 45 minutes from the construction site for the Town of Kiawah Island Civic & Cultural Center. We are currently working on projects in the area, giving us familiarity with local jurisdictions and subcontractors.

	Josh Spencer Project Executive	Andrew Knight Senior Preconstruction Manager	Austin Nastasi Construction Manager	Robert Horner Senior Project Manager	Greg Estabrook Senior Superintendent
St. John's Fire District Kiawah River Fire Station	✓	✓		✓	✓
St. John's Fire District Fire Station #5	✓	✓		✓	✓
City of Charleston Operations Complex	✓	✓	✓		✓
City of Charleston Fire Training Complex	✓	✓	✓		✓
Dorchester County North Charleston Library	✓	✓			✓
City of Charleston Lowline Park	✓	✓	✓	✓	
Navy Yard Charleston Storehouses 8-9	✓	✓			✓
Town of Summerville Public Safety Campus	✓	✓	✓		✓



LESSONS LEARNED FROM COMPARABLE CIVIC & CULTURAL ARTS CENTERS

Edifice brings extensive experience delivering complex performing arts facilities, where early coordination and proactive planning are critical to success. Based on our work on similar projects, we have identified several key lessons learned that will directly inform our approach to the Town of Kiawah Island Civic & Cultural Center.

DESIGN TEAM COORDINATION

Performing arts projects often involve large, highly specialized design teams dispersed across multiple cities and states, including theatrical, acoustic, and AV consultants. We have learned the importance of scheduling in-person coordination sessions weeks in advance to ensure availability and alignment. Without this proactive planning, late-stage coordination can become compressed and challenging. Additionally, the involvement of multiple stakeholder groups typically extends submittal review durations, requiring early alignment on review timelines and setting clear expectations.

THEATRICAL SYSTEMS & EQUIPMENT INTEGRATION

Specialty elements such as sound reflectors and theatrical lighting require careful packaging and coordination. We recommend maintaining sound reflectors and associated

lighting within the same procurement package when possible to avoid scope gaps and coordination issues. Specifying pulley or hoist systems for sound reflectors allows for adjustability and ease of maintenance over the life of the facility.

ACOUSTICAL PERFORMANCE

Mechanical systems, particularly rooftop units mounted on acoustic curbs, must be tested as a complete assembly to verify performance (factor testing). Isolated component testing alone is insufficient to guarantee compliance with project acoustic requirements.

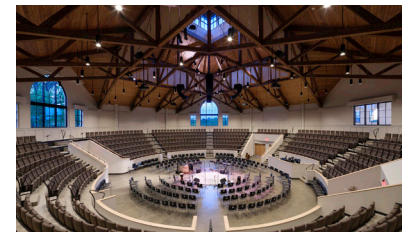
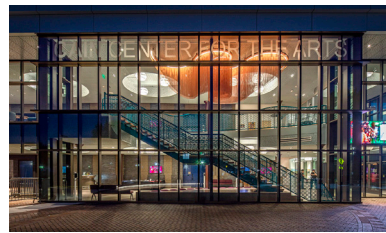
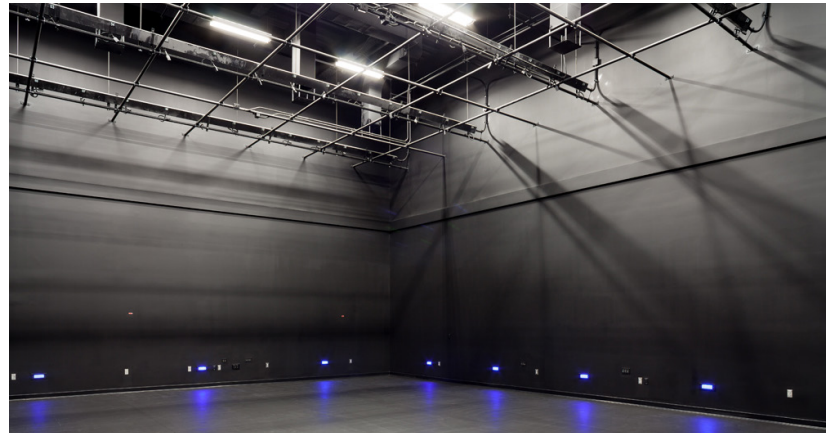
THEATER COORDINATION & CONSTRUCTIBILITY

Theater environments require exceptional coordination across multiple systems and trades, including:

- Integration of portable stage infill systems with fixed and removable seating, sightlines, and guardrails
- Coordination of seat lighting and accessibility requirements
- Mitigation of vibration and noise through additional fastening or reinforcement to prevent material “rattling” during high-volume performances

These elements are studied and coordinated in detail during preconstruction to avoid conflicts during installation.





AV SYSTEMS & COMMISSIONING

Audiovisual systems require significantly more time for commissioning than traditional building systems. This process includes extensive testing, calibration, and iterative adjustments. On past projects, this has included relocating or supplementing speakers to achieve optimal sound quality. We plan for this extended duration in the project schedule and coordinate closely with the design team and the owner to ensure performance expectations are met.

PROCUREMENT & LEAD TIMES

Specialty theater components, including curtains, seating systems, theatrical lighting, and sound reflectors, often carry extended lead times. Early identification and release of these packages is critical to maintaining the overall project schedule.

ACCESS & TEMPORARY WORKS

Scaffolding and work platforms within the theater space are required for extended durations. To balance safety, access, and efficiency, we recommend a phased installation approach, initially for rough-in and overhead work, followed by reinstallation for finish activities.

BELOW-SLAB COORDINATION

Critical infrastructure, including raceways between the stage and sound mix positions, must be installed below slab with precise locations identified early in the design process. Late changes in these systems can be costly and disruptive to the overall schedule.

CONCRETE PRECISION & STRUCTURAL COORDINATION

The accuracy of cast-in-place concrete is essential, particularly in spaces where seating layout and sightlines are sensitive to minor deviations. Engaging a high-quality concrete trade partner and implementing stringent layout verification processes is key to maintaining design intent.

SPECIALTY DOOR SYSTEMS

Specialty stage and theater access doors are acoustically rated. These assemblies can be costly and require early coordination, particularly in masonry (CMU) construction, so that they are integrated into wall construction without delays or rework.



PROJECT APPROACH



PROJECT APPROACH

Approach to team integration with the Town, design team, and specialty consultants

Our team places a strong emphasis on building cohesion and fostering a collaborative project environment from the outset. We advocate for an initial “teaming” session prior to project kickoff—an informal but purposeful meeting designed to establish alignment on project goals, define roles and responsibilities, identify potential challenges, and, most importantly, outline our communication approach.

As a client-focused firm, we understand that early and effective integration leads to stronger working

relationships and better outcomes. By creating an open forum where all voices are heard and respected, we promote transparent dialogue and efficient decision-making. This collaborative foundation will support a smooth project execution and ensure that the full team feels engaged and aligned from day one.

Approach to responsibilities and activities in component phases of the project that sets out the methods to be employed and which illustrates how the plan will accomplish the work as required in this RFP

Please see chart below.

SERVICES			
PRECONSTRUCTION		CONSTRUCTION	
<p>Drawing Reviews</p> <ul style="list-style-type: none"> Constructibility Detail Clarification Drawing Coordination <p>Estimating</p> <ul style="list-style-type: none"> Detailed Quantity Survey Market Input on Major Trade Packages Budget Reviews Value Engineering <p>Quality</p> <ul style="list-style-type: none"> Develop site specific QC Plan <p>Safety</p> <ul style="list-style-type: none"> Develop site specific safety plan 	<p>Scheduling</p> <ul style="list-style-type: none"> Design Phase Permitting Phasing Milestones <p>Bidding</p> <ul style="list-style-type: none"> Pre-qualification Process Sub/Vendor Solicitation Bid Reviews O/A/C Bid Recommendations & Awards <p>BIM</p> <ul style="list-style-type: none"> Building Information Modeling <p>GMP Process</p> <ul style="list-style-type: none"> Develop the GMP Verify sub numbers 	<p>Schedule</p> <ul style="list-style-type: none"> Further define construction schedule Progress updates Communicate project status <p>Budget</p> <ul style="list-style-type: none"> Track costs against original budget Present budget updates monthly Always seek ways to save <p>Communication</p> <ul style="list-style-type: none"> Monthly reports Progress meetings Accurate records <p>BIM</p> <ul style="list-style-type: none"> Building Information Modeling 	<p>Quality Control</p> <ul style="list-style-type: none"> P - Preparatory meetings and plan implementation I - Initiate pre-installation check lists F - Follow-up implementation and report <p>Safety</p> <ul style="list-style-type: none"> Implement safety plan Conduct weekly site safety meetings w/subs Safety reporting and records <p>Closeout</p> <ul style="list-style-type: none"> O&M Manuals Commissioning Warranties



Approach for providing value engineering/ analysis and constructibility reviews

VALUE ENGINEERING

Our team defines value engineering as the skill set and expertise to deliver best value for our clients through collaborative efforts. Those efforts include meeting with the design team, exploration of alternative materials and buildings systems, examination of life cycle costs, and a thorough project constructibility review. Our emphasis is on achieving the most cost effective means and methods without compromising the client's quality and performance standards.

We identify opportunities to save cost through alternate systems, products, and constructibility details. We provide current market pricing for these alternatives and discuss them with the project team to determine those that make sense for the project. We give you the information to determine the scope of work that maximizes your needs while staying within the parameters of the budget.

For this project, we have included considerations for value engineering with our ROM estimate.

CONSTRUCTIBILITY REVIEWS/ISSUES

We work closely with the design team to continuously evaluate constructibility, materials and methods to provide a complete set of bid documents and eliminate the need for potential redesign once the final documents are placed in the market for bid purposes. During this process we also provide a continuous pricing exercise for various material options and/or methods that help control the budget and drive decisions throughout the process. Budget savings can vary based on the size and complexity of the project, however cost and coordination issues that arise during construction are all but eliminated.

Proposed use of software that promotes viewing of construction status and progress

In addition to Procore and Viewpoint, our project management and accounting softwares, Edifice prepares a summary report for owners to review. Please see an example below.

NEVER WALK AWAY

We will be here for you long after
your project is complete.

"Having had experience with many large, even global, GCs over the last 35 years, I frankly have not had the experience that I've enjoyed with Edifice...ever. They have our backs and continue to be a real partner in bringing us to market with an outstanding U.S. Class building."

– Bryan Tuttle | Tuttle Company





TAB 14

TOWN COUNCIL

Agenda Item



Plan Code: 10228

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

Organization: Town of Kiawah Island, SC
Physical Address: 4475 Betsy Kerrison Parkway
 Kiawah Island, SC 29455
Mailing Address:
Contact: Petra Reynolds- Town Clerk
Phone: 843-768-5101
Email: preynolds@kiawahisland.org
County: Charleston

Membership Sales Manager/Base: Georgia Allen/ Manager of Strategic Partnerships

Covered Individuals and Transports:

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

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

Fees:

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

Upgrade Benefit to Covered Individuals:

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

Standard Annual Rate	*Senior Annual Rate
\$55	\$45
<i>*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.</i>	

Duration:

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





Terms and Conditions

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

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.



5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association (“**Rules**”), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM. The arbitrator is not authorized to award attorney’s fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.



11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Matt Muse

Printed Name

Vice President of GMR Membership

Title

Membership

Division

Date





TAB 15

TOWN COUNCIL

Agenda Item

**Town of Kiawah Island
2026 Charitable Grants**

Staff Recommendation to Ways & Means

		2026	
Tab	Organization Name	Grant Request	Staff Recommendations
3	AMOR Healing Kitchen	\$ 15,525	\$ 15,525.00
4	Arts Etc.	\$ 25,675	\$ -
5	Backpack Buddies Seabrook Island	\$ 5,000	\$ 5,000.00
6	Barrier Island Free Medical Clinic, Inc	\$ 30,000	\$ 30,000.00
7	Camp Hi Hopes	\$ 10,000	\$ 10,000.00
8	Charleston Area Senior Citizens Services	\$ 15,000	\$ 15,000.00
9	Charleston Area Therapeutic Riding	\$ 8,596	\$ 5,084.00
10	Charleston Collegiate School	\$ 13,500	\$ 4,500.00
11	CONNECT	\$ 29,500	\$ -
12	HALOS (Helping and Lending Outreach Support)	\$ 15,000	\$ 8,400.00
13	Kiawah Womens Foundation	\$ 15,000	\$ 15,000.00
14	Lowcountry Food Bank	\$ 7,800	\$ 7,800.00
15	New Webester JIP Food Pantry	\$ 9,700	\$ 9,700.00
16	Operation Home	\$ 10,000	\$ 10,000.00
17	Our Lady of Mercy Community Outreach Services	\$ 20,000	\$ 20,000.00
18	Paraclete Foundation of Holy Spirit Church	\$ 18,000	\$ 18,000.00
19	Sea Island Habitat for Humanity	\$ 20,000	\$ 20,000.00
20	Sea Islands Blessing Basket	\$ 25,000	\$ 25,000.00
21	St. John's Parish Church - Feeding the Multitude	\$ 7,000	\$ 7,000.00
22	Sweetgrass Gardn Coop.	\$ 2,000	\$ 2,000.00
23	The Lonon Foundation	\$ 10,000	\$ 9,600.00
24	Vision to Learn	\$ 10,000	\$ 10,000.00
Total Requests		\$ 322,296	\$ 247,609
Total Budgeted Funds to be Awarded		\$ 250,000	\$ 250,000
Amount in excess of Budget		\$ 72,296	\$ (2,391)



TAB 16

TOWN COUNCIL

Agenda Item

2026 Board of Zoning Appeals

The Committee members serve three-year terms, which expire on January 31st and are appointed by the Mayor and Town Council.

J. Phillip Adams (2028)

2nd Term

101 Bass Creek Lane
Kiawah Island, SC 29455
Phone: (914) 471-1800
Email: phillipadams47@gmail.com

John Degnan (2029)

1st Term

106 Goldeneye Drive
Kiawah Island, SC 29455
Phone: (908) 500-1613
Email: johndegnan106@gmail.com

Ben Farabee (2027)

Last Term

39 Marsh Edge Lane
Kiawah Island, SC 29455
Phone: (843) 243-9861
Email: abfarabee@bellsouth.net

Morris Hanan (2027)

3rd Term

70 Clay Hall
Kiawah Island, SC 29455
Phone: (847) 650-3642
Email: mvhanan@gmail.com

***Melissa Yeardon (2029)**

1st Term

40 Sunlet Bend
Kiawah Island, SC 29455
Phone: (571) 214-2319
Email: melissa.yeardon@att.net

J. Jay Lewis (2027)

3rd Term

114 Bufflehead Drive
Kiawah Island, SC 29455
Phone: (513) 310-2413
Email: RevJLewis@gmail.com

Laurence (Larry) Rosenfeld (2028)

3rd Term

99 Jackstay Court
Kiawah Island, SC 29455
Phone: (704) 437-1028
Email: larry@rosenfeldandco.com

John Taylor, Planning Director

Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Phone: (843) 768-9166
Email: jtaylor@kiawahisland.org

Daniel Vincent, Planner 1

Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Phone: (843) 768-9166
Email: dvincent@kiawahisland.org

***To be Appointed**

MAYOR:
Bradley D. Belt

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Stafford J. McQuillin III



MAYOR PRO TEMPORE:
Russell A. Berner

COUNCIL MEMBERS:
E. Luke Farrell
Madeleine Kaye
Lance Spencer

MEMORANDUM

TO: Town of Kiawah Island Council
CC: Stephanie Tillerson, Town Administrator
FROM: John Taylor, Jr., Planning Director
DATE: April 7, 2026
SUBJECT: Board of Zoning Appeals Appointment

The following person has been recommended to be appointed to the Board of Zoning Appeals.

Ms. Melissa Yeardon is recommended to be appointed to the Board of Zoning Appeals. The vacancy is fielded by term expiration of Ms. Lin O'Leary. This term is set to expire in 2029.

- 1. APPOINTMENT | Ms. Melissa Yeardon (Term set to expire 2029)**
40 Sunlet Bend., Kiawah Island, SC 29455



TOKI

Application for Appointment

It's important to note that for some of the Board, Committee, or Commission roles, applicants are required to be residents or property owners of Kiawah Island. Before completing the application, please read the *Volunteer Guidelines* (pg. 3-4) of this form.

Appointment(s) Sought:

Complete this application using the on-line fillable form or print it and fill in manually. Please list the Board(s), Commission(s), or Committee(s) you are applying for:

_____	_____
_____	_____
_____	_____
_____	_____

Name: _____

Kiawah Address: _____

Current Employment Information: Retired:

Occupation: _____ Employer: _____

Phone: (H) _____ (W) _____ (C) _____

Email Address: _____

Full-time Resident Part-time Resident Non-Resident

Kindly respond to the inquiries on the next page to provide the Town Council members with more details about your desire to serve. Your presence at the Council meeting is welcome if your application is under review. You will receive advanced notice of the meeting date and time.

Return all completed and **signed** forms in person to Petra Reynolds, Town Clerk at 4475 Betsy Kerrison Parkway, OR email them to her at preynolds@kiawahisland.gov. If you have any questions, please contact her directly at 843-768-5101.

I have read the attached *Volunteer Guidelines* and understand my commitment to them should my application be approved.



TOKI

Application for Appointment | Page 2

Please write legibly. You can add more details if needed. Your input will go to the Town Council for review.

1. What unique experiences or perspectives would you bring to this role?

2. If you are chosen, what particular impact do you want to have through your contributions?

3. Briefly describe your participation in community service or activities.

4. Which community topic(s) matter to you and align with the board or committee you want to join?

5. Are you presently affiliated or have you previously been involved with a TOKI, KICA, or Charleston County Board or Commission? If yes, which one(s) and during with period?

Signature: _____

Date: _____

Unless otherwise provided by law, you serve at the pleasure of Town Council and all appointments are subject to the ethics, government accountability, and campaign reform act, SC Code Ann. Section 8-13-10 Et Seq, and any member appointed to a board or commission whose action is inconsistent or may be perceived to be inconsistent with the spirit or intent of the act may be subject to removal. By signing this document, you acknowledge that you may be subject to a background investigation, including, but not limited to a criminal history, driving record, and credit check.



TAB 17

TOWN COUNCIL

Agenda Item

MAYOR:
Bradley D. Belt

MAYOR PRO TEMPORE:
Russell A. Berner

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Stafford J. McQuillin III



COUNCIL MEMBERS:
E. Luke Farrell
Madeleine Kaye
Lance Spencer

MEMORANDUM

TO: Town of Kiawah Island Council
CC: Stephanie Tillerson, Town Administrator
FROM: John Taylor, Jr., Planning Director
DATE: April 7, 2026
SUBJECT: Design Review Board Appointment

The following person has been recommended to be appointed to the Design Review Board.

Mr. William “Bill” Marshall is recommended to be appointed to the Design Review Board. This term is set to expire in 2029.

- 1. APPOINTMENT | Mr. William “Bill” Marshall (*Term set to expire 2030*)**
428 Greenbriar lane Charleston, SC 29412 (James Island)



TOKI
Application for Appointment

It's important to note that for some of the Board, Committee, or Commission roles, applicants are required to be residents or property owners of Kiawah Island. Before completing the application, please read the *Volunteer Guidelines* (pg. 3-4) of this form.

Appointment(s) Sought:

Complete this application using the on-line fillable form or print it and fill in manually. Please list the Board(s), Commission(s), or Committee(s) you are applying for:

Design Review Board

Name: William Allen Marshall

Kiawah Address: 428 Greenbriar lane Charleston, SC 29412 (James island)

Current Employment Information: Retired:
Occupation: Owner Architectural firm Employer: Architrave, LLC

Phone: (H) none (W) (843)768-2004 (C) (843)442-9588

Email Address: bmarshall@architraveonline.com

Full-time Resident Part-time Resident Non-Resident

Kindly respond to the inquiries on the next page to provide the Town Council members with more details about your desire to serve. Your presence at the Council meeting is welcome if your application is under review. You will receive advanced notice of the meeting date and time.

Return all completed and **signed** forms in person to Petra Reynolds, Town Clerk at 4475 Betsy Kerrison Parkway, OR email them to her at preynolds@kiawahisland.gov. If you have any questions, please contact her directly at 843-768-5101.

I have read the attached *Volunteer Guidelines* and understand my commitment to them should my application be approved.



TOKI

Application for Appointment | Page 2

Please write legibly. You can add more details if needed. Your input will go to the Town Council for review.

1. What unique experiences or perspectives would you bring to this role?

Kiawah ARB Administrator 1993-1999

Daniel Island ARB Administrator 1999-2008

City of Charleston Design Review Board (Commercial properties outside the historic District) 2008-2016 (Chair the last 4 years)

Current member Inleside Commercial ARB (Ladson) +

2. If you are chosen, what particular impact do you want to have through your contributions?

I currently do residential work on Kiawah and have a deep appreciation for the history of the island. I also have much experience as Administrator, member, and Chairman of various Architectural Review Boards and would be interested in learning more about this opportunity

3. Briefly describe your participation in community service or activities.

See #1 above

4. Which community topic(s) matter to you and align with the board or committee you want to join?

As mentioned above, I have a deep appreciation for the islands history and would strive to maintain the character of the island and its architectural styles and traditions of screening with native landscaping.

5. Are you presently affiliated or have you previously been involved with a TOKI, KICA, or Charleston County Board or Commission? If yes, which one(s) and during with period?

NO

Signature: William Allen Marshall

Date: 21 January 2026

Unless otherwise provided by law, you serve at the pleasure of Town Council and all appointments are subject to the ethics, government accountability, and campaign reform act, SC Code Ann. Section 8-13-10 Et Seq, and any member appointed to a board or commission whose action is inconsistent or may be perceived to be inconsistent with the spirit or intent of the act may be subject to removal. By signing this document, you acknowledge that you may be subject to a background investigation, including, but not limited to a criminal history, driving record, and credit check.