

**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

**TOWN COUNCIL**  
**Municipal Center Council Chambers**  
**December 3, 2024, 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 November 5, 2024 [Tab 1]
- V. **Citizens Comments (Agenda Items Only):**
- VI. **Presentations:**
  - A. Communication Towers and Cellular Coverage on Kiawah Island
    - American Tower Corporation, Mark Landers
    - Crown Castle, Kimberly Adams
- VII. **Updates:**
  - A. Mayor
  - B. Council Members
  - C. Administrator
  - D. Treasurer's Report
    - a. Review the Town's Reserves investment in LGIP (Local Government Investment Pool) and Other Alternatives
- VIII. **Old Business:**
  - A. To Consider Approval of the Employee Medical Insurance Premium Structure [Tab 2]
  - B. Review and Recommendation to the Town Council to enter into an Engagement Agreement with Maynard Nexsen for legal services pertaining to the Kiawah Island Golf Resort Development Agreement. [Tab 3]
  - C. To Consider Approval of **Ordinance 2024-26** – An Ordinance to Amend Article 15 – General Offenses, Chapter 2. – Offenses Against Public Peace, Section 15-216. – Loose Materials - **Second and Final Reading** [Tab 4]
  - D. To Consider Approval of **Ordinance 2024-24** - An Ordinance to Amend Section 12-128. - Access, Parking and Loading Regulations, Section 12-63. Description of Zoning Districts and Regulations, and Section 12-374. Definitions to Modify Driveway and Parking Standards for Pervious Paving Requirements. **Second and Final Reading** [Tab 5]
  - E. To Consider Approval of **Ordinance 2024-25** - An Ordinance to Amend Section 12-192 - Nonconforming Structures., and Section 12-193. Nonconforming Uses. to Modify Nonconformity Standards. – **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

**IX. New Business:**

- A. To Consider Approval of the 2025 Town Meeting Schedules [Tab 7]
- B. To Consider Approval of the FY 2024-2025 November SATAX Funding Recommendations [Tab 8]
- C. To Consider Approval of the Proposal for Comprehensive Landscape Maintenance and Related Services [Tab 9]
- D. To Consider Approval of Resolution 2024-05 - Authorizing the Adoption and Implementation of an Updated Accounting Policies and Procedures Manual [Tab 10]

**X. Citizens Comments:**

**XI. Council Member Comments:**

**XII. 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**  
**November 5, 2024, 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*

**Also Present:** Stephanie Tillerson, *Town Administrator*  
Boone Aiken, *Town Attorney*  
Dorota Szubert, *Finance Director*  
Jim Jordan, *Town Biologist*  
John Taylor, Jr., *Planning Manager*  
Michael Sosnowski, *Code Enforcement*  
Trey Scott, *Mauldin Jenkins*  
Dr. David Petersheim, *Barrier Island Free Medical Clinic*  
Melissa Frank, *Barrier Island Free Medical Clinic*  
Ryan Kunitzer, *Fire Chief, St. Johns Fire District*

**IV. Approval of Minutes:**

**A. Minutes of the Town Council Meeting of October 1, 2024**

Mayor Belt stated that Council Members had been provided with a copy of the minutes of the Town Council Meeting of October 1, 2024, and asked if there were any additional comments or changes to the minutes.

***With no other comments, the minutes were accepted.***

**V. Citizens Comments (Agenda Items Only):**

**Adrian Kane, CEO of Charleston Home Builders Association**

Mr. Kane stated that many in the building community had concerns about the dumpster covering ordinance, noting that the intent often has unintended consequences. Explaining some of the challenges faced with dumpster pickup and the ordinance as written, he advocated for builder collaboration, underscoring the importance of ongoing dialogue with the construction community to address ordinance challenges effectively.

**Christopher Ibsen, owner of Dolphin Architects and Builders**

Mr. Ibsen echoed Mr. Kane's concerns. He was eager to collaborate with the Town to resolve those issues and potential operational unintended consequences of the loose materials ordinance and the previous pavement ordinance.

## **Kara Kroll, resident and owner of Cinder Creek Construction**

Ms. Kroll commented on the dumpster loose material ordinance, applauding the rewrite but noting that there was still work to be done. She emphasized better communication of the modifications made to the ordinance and consistency in enforcement and fines.

Mayor Belt acknowledged there were some practical, legitimately problematic issues with the ordinance, attributing the revised ordinance to the feedback received, stating that there will be a further opportunity to discuss substantively some of the issues raised.

Mayor Belt addressed the suggestion that the Town has an obligation to notify the business community about the consideration or implementation of ordinances; there were opportunities to engage with the Town during the first and second readings of the approval process, and issues regarding warnings and fines are being reviewed from an enforcement policy standpoint.

## **VI. Presentations:**

### **A. Fiscal Year 2023/2024 Audit Presentation – Mauldin Jenkins**

Mr. Scott, the partner who oversaw the audit, presented the 2024 audit results, reviewing the auditor's report, compliance report, financial statements, and a review of required communications.

Mr. Scott discussed the purpose of the financial audit, noting that the ACFR (Annual Comprehensive Financial Report) is the responsibility of the Town's management. The auditor's responsibility is to provide or express opinions on that financial information based on our audit. Mr. Scott stated that a clean, unmodified opinion was issued on the Town's financial statements and presented the financial position and the results of the Town's operations as of June 30, 2024.

Mr. Scott stated that the compliance report found no findings or significant issues, which is a testament to the hard work of management and the finance department, also praising the Town's highly engaged Audit Committee. He noted that the presented ACFR went above and beyond the minimum reporting requirements of a local government awarding the Town the GFOA (Government Finance Officers Association) Certificate of Achievement for the 20<sup>th</sup> consecutive year.

Providing an overview of the financial statements, Mr. Scott stated that the Town's financial health is strong, with over two and a half years of operating expenditures in fund balance and strong liquidity. The General Fund is primarily supported by building permits and licenses, not property taxes. There were no uncorrected misstatements or auditor-proposed adjustments. The Town's net position increased by \$6 million, reaching \$53.2 million.

Council Member Berner posed questions about evaluating the appropriateness of the accounting policies and whether the controls are proper. Mr. Scott clarified that any issues with the controls in place would have been reported via the management letter. Mayor Belt added that the audit did not include a separate internal control review, which is being considered for the future. Council Member Farrell indicated that the Audit Committee will be doing more work on the control issue.

Council Member Berner asked for clarification on the statement in the report indicating that “it is the opinion of management and legal counsel that these lawsuits are going to have a material impact on the Town” and “for each of the insurance programs and public entity risk pools in which the town participates, the town has effectively transferred all risk with no liability for unfunded claims.”

### **B. Barrier Island Free Medical Clinic**

Ms. Frank discussed the services. Barrier Island Medical Clinic provides for uninsured adults who work on Kiawah Island and surrounding areas, including Charleston, Berkeley, and Dorchester counties. The clinic, located on Maybank Highway, serves those with household incomes up to 299% of federal

poverty limits. The clinic was founded in 2006 by Dr. Charlie Davis and Dr. Arthur Booth, who retired to Kiawah Island. They found there was a significant need for healthcare on the sea islands and came together with a vision of implementing low-cost, volunteer-driven medical care. The clinic offers free healthcare with over 67,000 patient visits. It provides primary care and 16 specialties, including orthopedics, dermatology, gynecology, urology, psychiatry, sleep apnea, rheumatology, nephrology, and ENT.

Dr. Peterseim emphasizes its role as a medical home, reducing emergency room visits. Located at 3226 Maybank Highway and partners with Roper St. Francis for referrals and free diagnostics. The Protect Prevent project supports vaccine payments. The volunteer-driven model ensures no charges, fostering healthier communities and stronger patient relationships. The clinic provides healthcare, focusing on tetanus vaccinations, diseases like hypertension and diabetes, and early retinal disease detection using a retinal camera.

Ms. Frank stated that the clinic is supported by donations and island fundraisers, including a fashion show and a golf tournament; the clinic operates without federal or state funding. With a small staff of 10 employees and over 120 volunteers, we currently serve over 120 patients. Just over 60% of our current active patient lists live in the 29455 zip code, including 120 patients who work as H2B visa employees of the Kiawah Island Golf Resort, with a significantly higher portion of patients working in various trade industries.

Dr. Peterseim indicated that they would like to expand services to the Tri-County, asking for help by raising awareness that the Clinic exists and that people don't have to have insurance. They seek more volunteers, especially medical professionals, and advocate for better transportation access. They emphasize the need for mental health professionals, bilingual staff, nurses, and specialties like ophthalmology.

### **C. St. Johns Fire District Strategic Plan**

Chief Kunitzer provided Council Members with a copy of the St. John's Fire District's strategic plan, providing a presentation highlighting its shift towards emergency medical care on Kiawah Island.

St. John's Fire District, founded in 1959, serves Kiawah, Seabrook, Johns, and Wadmalaw Islands. It has 144 employees and seven fire stations. The district is self-sufficient, with divisions for operations, professional standards, fire marshal, and administration. It handles 4,000 incidents annually, 80% of which are EMS calls, and 80% of the personnel are EMT-Basic or higher.

The strategic plan for 2024-2029 includes recruitment, retention, EMS services, metrics, career paths, capital projects, and accreditation. Identified as a community priority, they aim to enhance EMS services, risk reduction, natural disaster resources, and training.

Chief Kunitzer stated the STJFD obtained an ALS license, collaborated with Charleston County EMS and Beach Patrol, and planned for a new station and training facility at Station #5, as well as a Kiawah River fire station. They are upgrading their high water vehicle for disaster response.

Responding to Council Member Kaye's question, Chief Kunitzer stated that the STJFD is funded by property tax, part of which goes to operating costs and the other to capital projects. They also seek alternative funding sources as much as possible.

## **VII. Updates:**

### **A. Mayor**

Mayor Belt stated that by state law, 30% of the accommodation taxes the Town receives are required to go to a tourism promotion marketing entity. The Town selected to send those dollars to the Charleston Visitor's Bureau (CVB). He continues as the liaison and Board Member of the CVB. In early discussions about a potential new tourism promotion for Kiawah Island, he suggested thinking

outside the box and promoting the unique aspects of Kiawah Island, particularly the natural environment and native wildlife, an idea they fully embraced.

Ms. Pomrenke has been working with CVB staff and Mr. Jordan, who was intimately involved with the project. The finalized product was previewed for the first time.

The video will be shown in the Town Hall lobby, on the Explore Charleston website, and on the Town's website, YouTube channel, and social media.

Mayor Belt stated the video highlights what is truly unique and special about Kiawah Island and was very pleased with it. He thanked Mr. Jordan, Ms. Pomrenke, and the CVB Team for putting it together.

Mayor Belt stated that there were many extraordinary volunteers already serving in different capacities. Still, he felt that even more expertise could be harnessed from those willing to serve on a wide range of different projects. There are more than 300 volunteers who participated in the Turtle Patrol, with more opportunities available in other wildlife and environmental programs and projects, along with serving on one of the Town's standing and statutory committees. He , encouraging those interested in serving to notify the Town.

Mayor Belt noted that the Public Safety Committee, along with a number of the island stakeholders, would begin more broadly assessing the best ways to enhance the public safety of the community. He addressed the concerns or misconceptions that the Town had very limited law enforcement coverage on the island following the cancelation of the dedicated deputy contract with the Charleston County Sheriff's Office (CCSO), indicating those were categorically untrue. He discussed the new district created by the CCSO to provide law enforcement island-wide coverage on Johns Island and the long-standing 24/7 contract the Town has with CCSO for two off-duty deputies to serve on Kiawah on each shift when not on duty with CCSO. He also noted that the Town had undertaken an assessment of law enforcement coverage to determine any potential gaps in coverage and how to respond appropriately.

Mayor Belt discussed the revival of the proposed Medical Health and Wellness Village project. A year ago, the project was considered by the Charleston County Planning Commission and recommended for disapproval. With modest concessions, it was considered and disapproved by the County Council. He found it extraordinarily disconcerting that the plan submitted for consideration by the planning commission on November 18<sup>th</sup> is exactly the same plan that the council disapproved back in February. He noted that comment letters can be sent to the County.

Mayor Belt provided an update on the ongoing mediation process. At the last meeting, the Town Council approved the mediation settlement agreement, which the developer also executed. The agreement was conditioned upon some additional exhibits and site plans being submitted, which took some time. The agreement then has to be approved by the Court, which has not yet been approved but is anticipated to take place soon.

## **B. Council Members**

**Council Member Berner** provided updates on the following:

- Mediation –
  - Worked on final site plan that was included in the mediation statement
  - There was still going to be a drop-off point near Beachwalker County Park
  - The developer has started talking; he emphasized “talking” about a planned development. More with respect to the process, but nothing has been submitted.
- Law Enforcement Study –
  - Consultants to analyze the number of events we've had on the island and to suggest improvements to the police coverage on the island

- Meeting with the consultants on October 25<sup>th</sup> to review the preliminary status of the data analysis, requesting a different kind of analysis to break data into shifts.
- CERT - Community Emergency Response Team
  - Designed to help with emergency preparations before, during, and after a significant, like a hurricane
  - Members are trained in CPR and include nurses, trained security, and engineers
  - Go in as the first response team after an evacuation to assess what is happening on the island
  - CERT has been involved with non-emergency situations and is being restarted for emergency situations.

**Council Member Kaye** provided updates on the following:

- Pet restraint off-leash ordinance
  - The objective was to balance community interests and shorebird safety by requiring leashes in designated areas during nesting season.
  - Dogs are currently allowed without a leash on the mile-long stretch of beach between the beach club and the ocean course all year round is not being eliminated.
  - The off-leash zone would be reduced for four months during the period of time when the shorebirds are nesting, and leashes would only be required where signage indicated there was a nesting area.
  - Community concerns included potential arbitrary changes to leash zones and lack of data on off-leash dogs' impact on shorebirds.
  - The ordinance was revised with strict definitions and oversight.
  - The subcommittee has been working on educational efforts and signage improvements.
  - The Environmental Committee will review recommendations and the draft ordinance at the November 13<sup>th</sup> meeting.
- Environmental Committee
  - Structure and members of the Environmental Committee
    - Beach walkover subcommittee
    - Pet Restraint and Shorebird Protection subcommittee
    - Kiawah River Bridge subcommittee
    - Marsh Management/Pervious Services Subcommittee

**Council Member Farrell** provided updates on the following:

- Contribution to an organization hiring interns for environmental work next summer
  - dolphin strand feeding management.
- The finance discussion on reserves management was postponed.
- The Audit Committee aims to review internal controls
- Mediation efforts focus on
  - safety
  - adequate parking at the new Cape Club
  - robust buffering for current and future development
  - pervious roads
  - making sure that the developer is doing what is right in terms of heights and density and the way that looks so that it looks and feels like it's part of Kiawah

## **C. Administrator**

### **a. Public Safety Director Updates**

Mayor Belt stated that code enforcement is part of the Public Safety Department, which includes Beach Patrol, both in regard to beach-related activities and night-time code enforcement, in addition to day-time code enforcement officers. In an effort to provide more information to the community, the Town will start providing a monthly summary of public safety related issues.

Mr. Sosnowski noted errors in the data sheet, specifically that some October data appear as annual data and promised corrections. He also indicated that they were working on a new way of capturing the statistics for both Beach Patrol and the daytime code enforcement staff.

Mr. Sosnowski highlighted the following from the report presented:

- 112 loose material citations were written in October for non-compliance, with Council members discussing whether the implementation communications sent out were effective.
- 463 leash law violations, the majority being verbal violations on the beach.
- A high number of critical habitat violations was noted and would need to be verified.
- 583 STR (Short Term Rental) bikes and beach gear left out overnight.
- A fire at the Sora Rail storage facility is under investigation.
- Consistent code enforcement was emphasized, and there was a need for more conversation about the code enforcement policy.

**Ms. Tillerson** reported on the following:

- Consolidating the reports from the STJFD and CCSO in the monthly public safety report
- The swearing-in ceremony for a new council member on November 12th at 11:00 am
- The town is hiring for two positions
  - Arts and cultural events manager
  - Code enforcement officer
- RFPs (Request for Proposals)
  - Landscape RFP is out
  - C-Fund project for Beachwalker Drive and the Parkway, close to going out
  - Drainage bid for garage, close to going out
- EV charge station usage
- Kiawah Island Utility received a 24-cent rate increase from St. Johns Water and will increase rates by 25 cents effective January 1, 2025
- The potential of the Clemson placing state-wide restrictions for the private sector on the use of anticoagulants affecting bobcats.
- The second Bobcat and Bluegrass event is on November 15<sup>th</sup> at 2:00 pm.

## **VIII. Discussion:**

### **A. Discussion to Consider Options Related to Traffic Buttons on Kiawah Island Parkway.**

Mayor Belt stated that the Town has invested an extraordinary amount of time and effort in getting data and assessing the issue. Traffic devices on Kiawah Island Parkway caused tire damage to 32 vehicles and have requested reimbursement. The reason for installing the devices was to address a known safety risk to channel traffic and to mitigate speeding along the Mingo Point curve, primarily to address ingress and egress from Little Rabbit Lane. After discussions with internal staff, our engineering consultant, the contractor, and legal counsel, the Town is not legally liable for any damages that were incurred. Still, the Council could consider a policy matter whether the Town would want to assume some responsibility.

- file a claim with the contractor's insurance company
- pay for all of the damages that were incurred
- agree to cover a certain amount of any damages that occurred if presented with actual invoices dated around that time and on executing a waiver release

The Council Members engaged in an in-depth discussion of reimbursement options, reviewing the intent of the devices being installed, the determination that the devices were properly installed, driver responsibility, and considering the damages as an unintended consequence. Members agreed to a maximum \$400.00 reimbursement per incident to those who incurred damages provided they submitted the appropriate documentation and executed a waiver release.

**IX. Old Business:**

None

**X. New Business:**

**A. To Consider Approval of the Coastal Science and Engineering Proposal for “Preliminary Design and Permitting Services in Connection with Channel Realignment at the East End of Kiawah Island.**

Council Member Farrell stated that the proposal was to start the project for beach renourishment at the east end of the island because that's the area where there's the greatest amount of erosion. The Ways and Means Committee reviewed the proposal and discussed the urgent need for beach renourishment due to severe erosion threatening the habitat, driving range, and ocean course clubhouse. The committee recommended funding the \$77,000 permitting process, aiming for approvals from the Army Corps of Engineers and the Department of Natural Resources. The project is expected to start in the September to November timeframe next year.

***Council Member Farrell made a motion to accept the Ways and Means recommendation to approve the Coastal Science and Engineering Proposal for “Preliminary Design and Permitting Services in Connection with Channel Realignment at the East End of Kiawah Island. Council Member Kaye seconded the motion.***

Mayor Pro Tem Berner stated the permitting includes provisions for bird nesting and habitat areas, and Coastal Science was requested to investigate sand fencing to protect these areas. Coastal Science was requested to include these provisions. Mayor Belt added that the project's cost estimation depends on the permitting process and requirements from the Department of Environmental Services and the Army Corps of Engineers; there would be several opportunities for public engagement, and a SATAX funding request was being submitted for the permitting cost.

***Following the discussion, the motion was unanimously approved.***

**B. To Consider Approval for the Purchase of Audio/Visual Improvements for Council Chambers**

Council Member Ferrall stated that there had been a lot of feedback on the poor quality of the sound and camera of the meeting videos in Council Chambers. With the system limitations, it is difficult for the Town's audio-visual team to manage the process when meetings and workshops are not at the dais, where both the visual and sound are much worse.

The proposal to enhance audio-visual capabilities includes replacing the current two cameras with more high-quality cameras, repositioning the cameras for better angles and control, adding a centralized switcher and camera control to the space, and adding one additional portable camera to use for an additional camera angle for live streams that could serve as another camera for podcasts and videos. The improvements will also enhance the microphones and sound quality, making meetings in this room much more viewable so everyone can be seen and heard.

***Council Member Farrell made a motion to approve the purchase of Audio/Visual improvements for Council Chambers. Council Member Kaye seconded the motion.***

Mayor Pro Tem Berner stated he was the only distaining Ways and Means Committee vote. Hearing no community complaints and after viewing videos of Town Council meetings, he found that the sound was fine and was not convinced the improvements would improve audio.

Mayor Belt noted that there was a robust discussion at the Ways and Means Committee meeting on the technical aspects and limitations of the current system. What was being proposed would greatly enhance our flexibility to provide audio-visual capabilities or services for a different range of configurations.

***Following the discussion, the motion was approved by a 3 to 1 vote, with Mayor Pro Tem Berner voting “No.”***

**C. To Consider Approval of the Employee Medical Insurance Premium Structure**

Council Member Farrell stated the approval of the employee medical insurance premium structure items was tabled by the Ways and Means Committee to look at the premium structure versus the whole compensation structure.

**D. To Consider Approval to enter into an Engagement Agreement with Maynard Nexsen for legal services pertaining to the Kiawah Island Golf Resort Development Agreement.**

Mayor Belt stated that the Town’s current legal team lacks expertise in negotiating and writing development agreements and recommended the Nexsen firm as having the expertise. The Ways and Means Committee tabled the item to do more thorough research on the firm and to go through the RFP process.

Mayor Pro Tem Berner stated that his concern was that this was presented as a sole source contract and that he was uncomfortable approving it without going through an RFP process.

**E. To Consider Approval of Ordinance 2024-26 – An Ordinance to Amend Article 15 – General Offences, Chapter 2. – Offenses Against Public Peace, Section 15-216. – Loose Materials - First Reading**

Mayor Belt stated that Ordinance 2024-26 was a redraft of the ordinance recently passed and aims to address some unintended consequences. The ordinance was revised to address two issues: commercial vehicle definition and dumpster coverage.

***Mayor Pro Tem Berner made a motion to approve the first reading of Ordinance 2024-26 – An Ordinance to Amend Article 15 – General Offences, Chapter 2. – Offenses Against Public Peace, Section 15-216. – Loose Materials. Council Member Kaye seconded the motion.***

Council Member Kaye stated that she was unaware of some of these unintended consequences and would be in favor of convening a voluntary group with the Home Builders Association to get their comments.

**Christopher Ibsen, owner of Dolphin Architects and Builders**

Mr. Ibsen stated that the challenge with fulfilling the requirement to cover the dumpsters is the unpredictability of waste company pickups, which complicates operations, as they will not pick up covered dumpsters. This requires a site superintendent to uncover them, adding costs for tarps and bungee cords. Mayor Belt indicated that the redrafted ordinance does not require that dumpsters be covered during the day.

Members discussed concerns raised about compliance practicality, especially during crew absences, suggesting coordinating with the service provider or having a site supervisor available. With 30 days

to the second reading, contractors were urged to return with suggestions for revisions to better address commercial concerns.

Members discussed the role of code enforcement officers, managing the process of corrective action, issuing verbal and written warnings before writing a citation, inconsistent citation amounts, and Internal management improvements are needed.

Mayor Belt considered discretion in dismissing citations, but the municipal judge advised him that it would not be appropriate for anyone to get involved. Once a citation is written, it should go through the judicial process, letting the judge make the determination.

***Following the discussion, the first reading of Ordinance 2024-26 was unanimously approved.***

**F. To Consider Approval of Ordinance 2024-24 - An Ordinance to Amend Section 12-128. -Access, Parking and Loading Regulations, Section 12-63. Description of Zoning Districts and Regulations, and Section 12-374. Definitions to Modify Driveway and Parking Standards for Pervious Paving Requirements. Public Hearing and First Reading**

Mr. Taylor stated that the proposed is a text amendment to three sections of the Municipal Code and referenced as pervious paving requirement He provided an overview of events leading up to the proposed amendment:

- Section 12-128. -Access, Parking and Loading Regulations,
- Section 12-63. Description of Zoning Districts and Regulations,
- Section 12-374. Definitions to Modify Driveway and Parking Standards for Pervious Paving Requirements

The proposed amendments for Section 12-128 and Section 12-63 will require pervious paving for new and replacement driveways and parking lots. They also modify the allowable increase of maximum lot coverage for utilizing pervious material and introduce the revised definition of pervious surface.

Mr. Taylor stated that the Planning Commission recommended approval of the text amendments, and the Planning staff found the proposed text amendments consistent with each of the outlined approval criteria. He noted that no formal written public comments were received to be submitted to the public record.

Council Member Ferrall discussed that the requirement for pervious driveways is going to impact new construction directly. He also noted that the real impact is through replacements and the focus is not on homeowners as much as on commercial development. He suggested more specificity about the type of pervious coverage and a focus on how to correct what is currently impervious.

Council Members questioned if the focus was residential or commercial and on new construction. Mr. Taylor clarified that the ordinance specifically says that all new construction, substantial renovations, or site modification would need to comply with the pervious requirement.

Discussions included views on incentive programs along with concerns about the cost and maintenance of pervious surfaces. The Ocean Woods model is referenced as a community approach. A public hearing is held for community input on the paving ordinance, with resiliency elements and stormwater management are key focuses in the paving discussion. The financial impact on residents needing replacements was discussed, suggesting an incentive for homeowners to choose pervious options. Conducting a community survey was suggested to gauge support for environmental measures.

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

### **Christopher Ibsen, owner of Dolphin Architects and Builders**

Mr. Ibsen stated that pervious surfaces were supported in principle but felt there are financial considerations that need to be studied in greater detail. Traditional driveways cost \$17,000, and pervious pavers cost \$42,000-\$50,000. Maintenance was also a crucial consideration for pervious concrete.

The financial impact on long-term residents needing replacements was discussed, suggesting a financial hardship variance request system for financial hardship to allow people to do a more economical installation should be considered. He also asked the Council to consider the timing and implementation schedule to avoid affecting existing contracts. He also pointed out the need to consider operational issues in hot months.

Mr. Ibsen felt that builders, in general, would support the idea of having thoughtful stormwater management solutions and would want to collaborate on that. He also suggested considering an incentive of a discounted building permit to the homeowner if they choose to go in this direction and make that greater investment.

### **Cheri Gallagher - 119 Spartina Court**

Ms. Gallagher felt the public should be polled to find out what they want. People on Kiawah love the environment and she felt they would be willing to spend money if it is going to be the responsible thing to do to protect the island.

### **Dave DeStefano - 31 Burroughs Hall**

Mr. DeStefano stated he has two areas of his home that are pervious, part of this driveway and his courtyard. He stated that when it rains hard, the water goes in the pool, noting the difficulty keeping pervious pavers pervious. If the ordinance is passed, there will have to be a follow-up to make sure the area remains pervious.

### **Kara Crow – 23 Arrowhead**

Ms. Crow stated that she has a pervious driveway, which was very intentionally part of the design of an all-native landscape. She emphasized education and incentives so the cost of new builds could be overcome. She shared her experience with her previous home where the next owner concreted over the pervious driveway and agreed with implementing something to protect it as pervious so that the subsequent owners have to maintain it. She also agreed with what Mr. Ibsen said about the burden on the existing homeowners who need to replace a driveway.

### **Gene Babinec – 97 Belmeade Hall**

Mr. Babinec, speaking as an Inlet Cove member, indicated there had been an uptick within Inlet Cove with their project, with 40 out of 108 residents initially signing up and 10 already having installed permeable. People like the aesthetics and appeal compared to the pavement, asphalt, or concrete. He stated that at a recent owner's meeting, there was a presentation on what was involved with the product and the maintenance requirements. He noted the incentives of getting reduced costs from the contractor and concessions from the ARB for doing the project as a group.

***Council Member Farrell made a motion to close the Public Hearing and return to the Regular Session. Mayor Pro Tem Berner seconded the motion, and it was unanimously approved.***

***Council Member Kaye made a motion to approve the first reading of Ordinance 2024-24 to amend Section 12-128. -Access, Parking and Loading Regulations, Section 12-63. Description of Zoning Districts***

**and Regulations, and Section 12-374. Definitions to Modify Driveway and Parking Standards for Pervious Paving Requirements. Council Member Farrell seconded the motion.**

Mr. Taylor discussed establishing a stormwater application as part of the permitting process, allowing property owners to consider other elements such as rain gardens and on-site retention to help with stormwater. The next phase of that stormwater text amendment was also discussed, which focused on the rainfall data percentage metrics that would be used, the role of soil composition in water absorption, and the benefits of pervious surfaces for water quality.

Mayor Pro Tem Berner stated he was uncomfortable voting to take money out of the community's pocket. This is not just about the installation costs but also the annual maintenance cost unless there is a survey that says the community is okay with the increased cost.

Council Member Farrell felt that for the single-family homeowners that are left to build, there is not a huge impact on the increase of the pervious surface, but on any new commercial construction and replacement commercial construction, the Town has to go this route.

Mayor Belt brought up another issue intertwined was lot coverage maximums, which in some zoning districts allow for up to 70% coverage and seemed inconsistent with trying to have more area on the island to absorb water.

Mr. Taylor questioned if there was a consideration to amend the ordinance to focus on replacement driveways, not necessarily new driveways. Council Member Farrell indicated that he favored the inclusion of new and replacement construction, with Mayor Pro Tem Berner requesting to remove driveway replacements.

Mr. Taylor pointed out that the aim was not to pressure homeowners with older driveways, also adding that financial hardship, discussed earlier, was not a variance criteria the Board of Zoning Appeals was able to consider.

Following the discussion, the vote was to leave the ordinance as drafted on first reading was approved by a 3 to 1 vote, with Mayor Pro Tem Berner voting “No.”

Mayor Belt noted that there are still issues that need to be addressed between the first and second readings.

**G. To Consider Approval of Ordinance 2024-25 - An Ordinance to Amend Section 12-192 - Nonconforming Structures., and Section 12-193. Nonconforming Uses. to Modify Nonconformity Standards. – Public Hearing and First Reading**

Mr. Taylor stated that Ordinance 2024-25 on non-conforming uses, recommended for approval by the Planning Commission, will apply to all properties' repair, maintenance, restoration, and replacement for natural causes.

Mayor Belt stated the ordinance was connected to litigation following the approved rezoning of the Timber's property. A specific issue was raised with regard to rebuilding after catastrophic events. The two counsels negotiated the ordinance language to satisfy the specific concerns. The ordinance clarifies rebuilding rights for non-conforming structures, addressing technical issues with base elevation calculations. It applies island-wide, not just to Timbers.

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

**Bill Sage – Timbers Board Member**

Mr. Sage, representing the Timbers Homeowner’s Association (HOA), stated that the HOA supported the resolution and explained the non-conforming property issues. He noted that Mr. McQuillan had the draft settlement agreement and was waiting for it to be signed.

Mayor Pro Tem Berner indicated that it was his understanding that if a hurricane hit one of these nonconforming buildings, they would be essentially grandfathered in and could be rebuilt. The only time you couldn't rebuild it is if the building was sold or the owner elected to knock it down.

Mayor Belt confirmed that there is an ordinance that provides grandfathering. The ordinance is intended to address a more technical issue regarding the calculation of base elevation and related to what could actually be built back that wasn't adequately addressed by our existing grandfather provision.

***Council Member Farrell made a motion to close the Public Hearing and return to the Regular Session. Mayor Pro Tem Berner seconded the motion, and it was unanimously approved.***

***Council Member Kaye made a motion to approve the first reading of Ordinance 2024-25 to Amend Section 12-192 -Nonconforming Structures., and Section 12-193. Nonconforming Uses. to Modify Nonconformity Standards. Council Member Farrell seconded the motion, and it was unanimously approved.***

**XI. Citizens’ Comments:**

**Dave DeStefano - 31 Burroughs Hall**

Mr. DeStefano stated that having extensive construction industry experience highlighted a recurring issue with dumpsters, especially in cities where they must be covered. The general contractor is responsible for ensuring dumpsters are uncovered in the morning and covered at night, regardless of pickup schedules. Subcontractors cannot be relied upon, and non-compliance results in fines.

Night patrols should issue violations for uncovered dumpsters, placing stickers on the front door or directly on the dumpster if no door is available.

**XII. Council Member Comments:**

Mayor Belt expressed his gratitude for everyone’s patience during a very long session and for the hard work the Council Members are doing.

**XIII. Adjournment:**

***Mayor Belt adjourned the meeting at 5:26 pm.***

**Submitted by,**

\_\_\_\_\_  
**Petra S. Reynolds, Town Clerk**

\_\_\_\_\_  
**Date**



**TAB 2**

---

# **TOWN COUNCIL**

**Agenda Item**



# Memorandum

**FROM:** Dorota Szubert, Finance Director

**SUBJECT:** Medical Insurance Premiums

**DATE:** 12/3/2024

---

## Overview:

Regular full-time and part-time employees who work more than thirty (30) hours per week for twelve (12) months are eligible for comprehensive group medical insurance for themselves and their dependents under the Town's group medical, dental, and vision insurance plan. This self-funded plan is offered by the South Carolina Public Employee Benefits Authority (PEBA).

While PEBA has kept the employee portion of medical insurance unchanged since 2012, the employer portion has been increasing annually, reaching approximately \$310k in the current fiscal year. A five-year history of the PEBA's medical premiums broken down by employee/employer rates is included in the attached exhibit A.

Historically, the Town subsidized a portion of the employee insurance contributions, covering the entire cost for single employees, and applying the subsidy to other coverage types, including employee and spouse/dependents and full family. However, in 2019, the Town Council eliminated the subsidy and implemented a 20/80 payment structure, requiring employees to pay 20% of the total premium, with the Town covering 80%. If the employee portion exceeds 20%, the premium is reduced to the maximum rate required by PEBA. This structure applies to all coverage types.

For today's discussion, the Town Staff is asking the Town Council to consider one of the following options:

- **No Additional Contributions:** The Town will provide no additional contributions to the employee medical insurance premium; employees and employer will be responsible for the rates provided by PEBA. The 2025 PEBA rates are enclosed for your reference.
- **Continue Current Structure:** Maintain the current 20/80 payment structure, in which the employee pays 20% of the full premium or the maximum PEBA rate, whichever is lower.
- **Additional Contribution:** Approve a contribution to the employee portion of the medical insurance premium as a fixed monthly amount that will apply to all types of coverage.



# Monthly insurance premiums for active employees

If you work for an optional employer, verify your rates with your benefits office.

	Standard Plan	Savings Plan	TRICARE Supplement
<b>Employee</b>	\$97.68	\$9.70	\$62.50
<b>Employee/spouse</b>	\$253.36	\$77.40	\$121.50
<b>Employee/children</b>	\$143.86	\$20.48	\$121.50
<b>Full family</b>	\$306.56	\$113.00	\$162.50
	Dental Plus	Basic Dental	State Vision Plan
<b>Employee</b>	\$28.80	\$0.00	\$6.30
<b>Employee/spouse</b>	\$65.88	\$7.64	\$12.60
<b>Employee/children</b>	\$80.92	\$13.72	\$13.54
<b>Full family</b>	\$108.64	\$21.34	\$19.84

## Employer contributions

	Health	Dental	Life insurance	Long term disability
<b>Employee</b>	\$527.10	\$13.48	\$0.38	\$3.22
<b>Employee/spouse</b>	\$1,108.84	\$13.48	\$0.38	\$3.22
<b>Employee/children</b>	\$905.94	\$13.48	\$0.38	\$3.22
<b>Full family</b>	\$1,449.32	\$13.48	\$0.38	\$3.22

### Tobacco-use premium

If you are a State Health Plan subscriber with single coverage and you use tobacco or e-cigarettes, you will pay an additional \$40 monthly premium. If you have employee/spouse, employee/children or full family coverage, and you or anyone you cover uses tobacco or e-cigarettes, the additional monthly premium will be \$60. The premium is automatic for all State Health Plan subscribers unless the subscriber certifies no one they cover uses tobacco or e-cigarettes, or covered individuals who use tobacco or e-cigarettes have completed the Plan's tobacco cessation program. The tobacco-use premium does not apply to TRICARE Supplement Plan subscribers.



**TAB 3**

---

# **TOWN COUNCIL**

**Agenda Item**



**George J. Bullwinkel, III**  
Member  
Admitted in SC

October 24, 2024

Mayor Bradley D. Belt  
Town of Kiawah Island, SC  
4475 Betsy Kerrison Pkwy  
Kiawah Island, SC 29455

**Re: Development Agreement Preparation**

Dear Mayor Belt:

We are pleased you have chosen Maynard Nexsen PC to represent Town of Kiawah Island, SC (the “Client”) in connection with the above-referenced matter. We always want our clients to be fully informed and comfortable with our services and charges. Therefore, when asked to represent a new client, we find it helpful to explain our policies and practices with regard to our services and billings. This letter describes the basis on which we will represent the Client and bill for our services.

1. Professional Undertaking. I will have primary responsibility for the files and our initial tasks will include assisting the Client in providing advice on operations. Other attorneys and legal assistants in the office may be used in these matters in the best exercise of our professional judgment. We will endeavor to assist you in a professional manner and to the best of our abilities, but we cannot guarantee the outcome of any given matter.

2. Fees. We take into account many factors in charging for services rendered. The principal factor is usually our schedule of hourly rates in effect at the time the services are rendered. Our hourly rates for attorneys and other staff members are based on years of experience, and level of professional attainment. Currently our rates for attorneys range from \$200 to \$600 per hour. Our rates for legal assistants range from \$150 to \$225 per hour. My hourly billing rate is \$595.00. Nicole Scott, a partner of mine who will work on this matter with me, has an hourly

205 King Street  
Suite 400 (29401)  
PO Box 486  
Charleston, SC 29402  
www.maynardnexsen.com

**T** 843.720.1716  
**F** 843.414.8200  
**E** GBullwinkel@maynardnexsen.com  
Maynard Nexsen PC

**Attorneys and Counselors at Law**

billing rate of \$500.00 and our associate, Jacob L. Allen, has an hourly billing rate of \$355.00. The attorney with primary responsibility for your representation will review all monthly statements before they are rendered to ensure the charges are appropriate.

3. Expenses. Often it is necessary for us to incur expenses for items such as travel, lodging, meals, telephone calls, and deposition transcripts. Similarly, some matters require substantial amounts of costly ancillary services such as photocopying, word processing, computerized legal research, and staff overtime. In order to allocate these expenses fairly and keep billing rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as “expense advances.” Some “expense advances” represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items described above, and others represent a combination of both factors.

4. Retainer. The Firm has agreed to undertake this representation without the payment of a retainer.

5. Billings. Our statements generally will be prepared and mailed a few days after the end of any month in which services are rendered and disbursements are made. We expect prompt payment, and in no event later than thirty (30) days from the date of the statement.

6. Late Payments. We are confident that the Client will make every effort to pay us promptly. Occasionally, however, a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added costs we incur as a result of clients who are delinquent, a monthly service charge of 1.5% is added for late payments. This charge is assessed on amounts that remain unpaid for more than thirty (30) days from the date the bill was rendered. In no event will the service charge be greater than permitted by applicable law. In the unlikely event that we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to a reasonable attorneys’ fee and other costs of collection. Naturally, we do not expect any such problems will arise and we look forward to a wholly amicable relationship.

7. Termination. The Client will have the right to terminate our representation at any time. We will have the same right, subject to our obligation to give the Client reasonable notice to arrange alternative representation and, where required, to obtain permission of the judge before whom a litigation matter is pending. The Client shall remain responsible for all fees and expenses incurred through the date of any such termination, as well as those incurred in connection with our assisting with alternative arrangements or court approval after the date of termination.

Town of Kiawah Island, SC  
October 24, 2024  
Page 3

Please review the foregoing and, if approved, have it signed and the original returned to me. If at any time you have questions, concerns, criticisms, or suggestions, please feel free to contact me. We look forward to working with you and the Client.

MAYNARD NEXSEN PC

By: \_\_\_\_\_

George J. Bullwinkel, III

The undersigned consents to your firm's legal representation on the terms and conditions set forth in this letter.

**Town of Kiawah Island, SC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**TAB 4**

---

# **TOWN COUNCIL**

**Agenda Item**

TOWN OF KIAWAH ISLAND

**ORDINANCE 2024-26**

**AN ORDINANCE TO AMEND ARTICLE 15, CHAPTER 2 – OFFENSES AGAINST PUBLIC PEACE TO ESTABLISH GUIDELINES FOR THE MANAGEMENT AND DISPOSAL OF LOOSE MATERIALS AND DEBRIS**

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains Article 15, Chapter 2 - *Offenses Against Public Peace*; and

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend *Article 15, Chapter 2* to address and manage loose materials and debris to ensure public safety and environmental cleanliness; and

**WHEREAS**, the Town of Kiawah Island desires to enforce stricter control over the disposal and handling of loose materials and construction dumpsters to prevent public nuisances and enhance community welfare.

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

**Section 1                      Purpose**

The purpose of this Ordinance is to amend Article 15, Chapter 2 – *Offenses Against Public Peace* to enhance public safety and prevent hazards on roadways by regulating the securing of loads on vehicles and the containment of loose materials in dumpsters within the Town of Kiawah Island.

**Section 2                      Ordinance**

The Town hereby establishes and enacts *Section 15-216* entitled “Loose materials” as shown in the attached “**Exhibit A.**”

**Section 3                      Severability**

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

**Section 4**                    **Effective Date and Duration**

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 3<sup>RD</sup> DAY OF DECEMBER 2024.**

\_\_\_\_\_  
**Bradley D. Belt, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading: November 5, 2024

2<sup>nd</sup> Reading: December 3, 2024

## EXHIBIT A

### Section 15-216. – Loose Materials and Debris Management.

#### **Definitions:**

- (a) **Commercial Vehicle:** Motor vehicles used in the ordinary course of business specifically for: (1) hauling materials, debris, or waste or (2) transporting landscaping equipment and supplies. This includes but is not limited to dump trucks, material haulers, and commercial landscape vehicles.
- (b) **Dumpster:** Any large container intended to temporarily store and collect construction materials, commercial garbage, or other waste and debris.
- (c) **Loose Materials:** Includes any material or substance that could spill, fall off, or blow away from a commercial vehicle's open bed when the vehicle is operated.

#### **Requirements:**

- (a) It shall be unlawful to scatter, spill or otherwise deposit Loose Materials and Debris.
- (b) Any person responsible for scattering, spilling or otherwise depositing Loose Materials on a roadway shall promptly take all necessary and reasonable measures to clean and remove the materials to prevent hazards to motorists, pedestrians, and the environment.
- (c) Should the responsible person fail to promptly clean the roadway in accordance with section (a), the Town of Kiawah Island Department of Public Works or Public Safety is authorized to remove the materials. The responsible person shall bear all costs of removal, including administrative and operational fees.
- (d) Commercial Vehicles transporting Loose Materials shall have loads fastened and covered using appropriate methods and equipment to reasonably prevent spillage, dislodgment, or any movement during transport.
- (e) All dumpsters must be covered with a lid, tarp, or other appropriate material to prevent waste escape and deter animal access. Covers are required during weekends, recognized federal holidays, periods of site inactivity exceeding 72 hours, and when the mayor issues a Proclamation closing the Island due to a named storm. All covers shall be maintained in good working condition.

#### **Enforcement:**

- (a) Violations shall be subject to penalties as determined by the Town of Kiawah Island Municipal Court pursuant to Town of Kiawah Island Municipal Code article 6, chapter 1, section 6-106, including fines and restitution for damages or cleanup costs incurred by the Town.
- (b) The Town of Kiawah Island, its officials, employees, or agents shall not be liable for damages resulting from material removal under this section, except in cases of negligence or willful misconduct.

TOWN OF KIAWAH ISLAND

**ORDINANCE 2024-19**

**AN ORDINANCE TO AMEND ARTICLE 15, CHAPTER 2 – OFFENSES AGAINST PUBLIC PEACE TO ESTABLISH GUIDELINES FOR THE MANAGEMENT AND DISPOSAL OF LOOSE MATERIALS AND DEBRIS**

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 15, Chapter 2 - *Offenses Against Public Peace*; and

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend *Article 15, Chapter 2* to address and manage loose materials and debris to ensure public safety and environmental cleanliness; and

WHEREAS, the Town of Kiawah Island desires to enforce stricter control over the disposal and handling of loose materials to prevent public nuisances and enhance community welfare.

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

**Section 1**                      **Purpose**

The purpose of this Ordinance is to amend Article 15, Chapter 2 – *Offenses Against Public Peace* to enhance public safety and prevent hazards on roadways by regulating the securing of loads on vehicles and the containment of loose materials in dumpsters within the Town of Kiawah Island.

**Section 2**                      **Ordinance**

The Town hereby establishes and enacts *Section 15-216* entitled “Loose materials” as shown in the attached “**Exhibit A.**”

**Section 3**                      **Severability**

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

**Section 4**

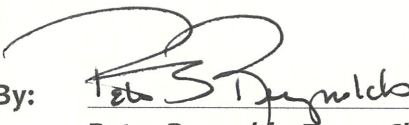
**Effective Date and Duration**

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 2<sup>ND</sup> DAY OF JULY 2024.**

  
\_\_\_\_\_  
Bradley D. Belt, Mayor

**ATTEST:**

By:   
\_\_\_\_\_  
Petra Reynolds, Town Clerk

1<sup>st</sup> Reading: June 4, 2024

2<sup>nd</sup> Reading: July 2, 2024

## EXHIBIT A

### Section 15-216. – Loose materials.

- (a) For the purpose of this section, the following definitions shall apply:
1. Commercial Vehicle: Any motor vehicle used for the transportation of goods or passengers in the course of business.
  2. Covered Dumpster: A dumpster that is equipped with a lid or covering mechanism to prevent the escape of waste materials and to deter access by animals.
  3. Dumpster: A large waste container designed for the temporary storage and collection of garbage and other waste materials.
  4. Load: Any material transported on or within a commercial vehicle, including but not limited to debris, equipment, goods, or other objects.
  5. Personnel: All persons, employees, contractors, or agents that own, operate, manage, supervise, maintain, or accompany a commercial vehicle.
- (b) All personnel shall properly fasten and cover a load on a commercial vehicle using appropriate methods and equipment to prevent spillage, dislodgment, or any movement during transport.
- (c) No personnel shall scatter, spill, or otherwise deposit any materials or substances on any roadway within the Town of Kiawah Island in a manner that obstructs or endangers travel, causes damage to persons or vehicles, or poses a threat to public safety. This prohibition applies to all materials and substances, irrespective of their nature and quantity, including but not limited to gravel, rocks, sand, chemicals, liquids, garbage, waste, construction debris, and any other items that may create a hazard or obstruction on roadways.
- (d) Any such personnel responsible for scattering, spilling or otherwise depositing materials on a roadway shall promptly take all necessary and reasonable measures to clean and remove the materials from the roadway to prevent hazards to motorists, pedestrians, and the environment.
- (e) Should the person responsible for scattering, spilling or otherwise depositing materials on a roadway fail to clean or cause to be cleaned the roadway promptly and in accordance with the standards outlined in Section (d) above, the Town of Kiawah Island Department of Public Works or any law enforcement officer is authorized to remove the materials. Such responsible person shall bear the full cost of such removal, including all related administrative and operational fees.
- (f) All dumpsters used for the storage or disposal of waste materials within the Town of Kiawah Island shall be covered at all times except during the actual loading or unloading of garbage and other waste materials. Covered dumpsters shall be maintained in good and commercially reasonable condition to ensure that any cover or covers effectively prevent the escape of waste materials and deters access by animals.
- (g) Any personnel or person found guilty of violating this section shall be subject to penalties as determined by the Town of Kiawah Island Municipal Court pursuant to Town of Kiawah Island Municipal Code article 6, chapter 1, section 6-106, including fines and restitution for any

damages or cleanup costs incurred by the Town. The Town of Kiawah Island, its officials, employees, or agents shall not be held liable for any damages resulting from the removal of materials under this section, except in cases of negligence or willful misconduct.

- (h) The Town of Kiawah Island Department of Public Works and law enforcement agencies are authorized to enforce this section and issue citations for violations. Violations of this section may also be reported by members of the public to the appropriate authorities for investigation and enforcement.



**TAB 5**

---

# **TOWN COUNCIL**

**Agenda Item**

**Town of Kiawah Island Zoning Ordinance Amendment Request**  
**Case AZO24-000008**

**Planning Commission Meeting: July 3, 2024**  
**Public Hearing and First Reading: November 5, 2024**  
**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 modify Section 12-128. Access, Parking and Loading Regulations, Sec. 12-63 Description of Zoning Districts and Regulations, and Sec.12-374. Definitions to modify driveway and parking standards for pervious paving requirements.

Key Factors of the Proposed Ordinance:

The proposed amendments to Sec. 12-128 Access, Parking and Loading Regulations and Sec 12-63 Description of Zoning Districts and Regulations will require pervious paving for new and replacement driveways and parking lots and modifies the allowable increase of maximum lot coverage for utilizing pervious material. Introduces revised definition of pervious surface.

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

### PLANNING STAFF REVIEW

The proposed amendments require all new and replacement driveways and parking facilities to be pervious paving material and modifies the incentive that allowed increase to the maximum lot coverage for residential districts for utilizing pervious material for driveways. With the recommendation to require all driveways be of a pervious paving material, the allowable increase incentive for areas not defined by driveways in *Section 12-63. Description of zoning districts and regulations* was eliminated. Reduced incentives remain for use of pervious walks, patios and raised courtyards and planters created by walls three feet or less above adjacent grade.

The minimization of total impervious area directly relates to a reduction in stormwater runoff volume and the associated pollutants from a development site. It is for this reason that; this proposed amendment is recommended by the Comprehensive Marsh Management Plan Pervious Impervious Subcommittee and is responsive to specific recommendations of both the Comprehensive Marsh Management Plan (2023) and the Flood Mitigation and Sea Level Rise Adaption Report for Kiawah Island (2018) to reduce the amount of impervious surfaces on the island.

In addition to the reduction in runoff and associated pollutants this could also count towards the Town's Community Rating System (CRS) credits to improve the community's FEMA score which could help lower flood insurance rates. *"The Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP)."*

The Pervious/Impervious Subcommittee of the Comprehensive Marsh Management Plan has been studying for the past six months various strategies to reduce the amount of impervious surface on Kiawah, per the plan's recommendation. This has included looking at possible incentive programs and how other coastal communities are addressing this issue as well as studying regulatory approaches.

City of Folly Beach – All new driveways and parking area outside the structure footprint are required to be pervious.

City New Orleans – All new and renovated surface parking lots are required to use pervious pavement.

Tybee Island – All new residential driveways and replacements of more than 50% of existing driveways be permeable materials designed to allow retention of at least the first one inch of stormwater.

Town of Seabrook Island – Parking spaces more than 10% of the minimum required parking spaces for a development are required to be permeable. No permeable parking requirements however permeable parking can be administratively approved for parking areas beyond the minimum parking development standards, for outdoor storage areas, and for open air recreation parking uses for the Camp St. Christopher District.

Staff introduced an approach of providing incentives along with regulatory changes to achieve the

recommended reduction of pervious paving on the island at the Town Council Retreat May 9-10, 2024. Based on the discussion it was understood that the Town of Kiawah has minimum incentives that can be offered at this time, as permitting costs are low and other resources are not available. It was recommended that the regulatory approach would be needed to achieve the desired reduction in impervious surface.

The review process for this recommendation began with an introduction for discussion purposes to the Planning Commission at the June 8, 2024 meeting. Subsequent to the introduction in June of 2024, the Planning Commission made a recommendation on the proposed amendment in July 2024. In coordination with additional resiliency and stormwater management regulatory change recommendations, further consideration of any action was paused to engage and inform the community including the Planning Commission and Town Council with greater understanding of Kiawah's existing condition.

On September 30, 2024, the Planning Department hosted a joint Town Council Planning Commission Stormwater / Resiliency Workshop to provide engagement with engineering professionals to better understand general stormwater best management practices and Kiawah Island's existing conditions. Representatives from Charleston County Public Works Department, Kiawah Island Community Association and Kiawah Conservancy were present.

The importance of education and awareness will be a continued priority to communicate the benefits of pervious paving and impacts of water quality are continued efforts of not only the planning department but the many other stakeholders.

- The Planning Commission has now a liaison role to area regimes and neighborhood to liaise between neighborhoods inquiring about the process of pervious paving materials. This provides direct opportunity to expound upon previous case studies and successes. This also provides an opportunity to educate and inform the community on the pervious paving options that are available with a range of durability and associated costs.
- Planning staff has presented to the Kiawah Island Community Association to share information gathered through Comprehensive Marsh Management Workgroup on pervious paving benefits.
- Communications department in coordination with subcommittee of the Comprehensive Marsh Management Workgroup is currently working on a pervious material podcast series.
- Standard communications on these subject matters are on the website and pushed out to the community from the Town along with the other entities as the Kiawah Conservancy and Kiawah Island Community Association to increase range of audiences.
- The Kiawah Conservancy has provided an analysis which provides impervious surface coverage across Kiawah estimating ~18% total impervious area. According to SCDNR and NOAA thresholds references included within materials:
  - o Greater than 10-20% impervious coverage leads to adverse changes to the physical and chemical environment.
  - o Greater than 20-30% impervious coverage leads to significant changes in environmental conditions

The proposed amendment would not require any existing driveways or parking areas to be demolished and replaced. Any proposed new driveway or parking area, or in the event a property owner is replacing their driveway, or a major renovation for parking or driveway it would now be required implement a permeable surface.

With the continued dialogue and engagement planning staff finds the proposed amendment is

consistent with greater goal of Kiawah community becoming more resilient.

**PLANNING COMMISSION MEETING JULY 3, 2024**

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.

**On July 3, 2024 The Planning Commission approved the proposed text amendment with a vote of 5 to 1.**

**TOWN COUNCIL MEETING PUBLIC HEARING NOVEMBER 5, 2024**

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 2024-24**

**AN ORDINANCE TO AMEND CHAPTER 12 – LAND USE PLANNING AND ZONING  
ORDINANCE ARTICLE II. - ZONING, DIVISION 2. - ZONING MAPS/DISTRICTS, SEC. 12-63. -  
DESCRIPTION OF ZONING DISTRICTS AND REGULATIONS; DIVISION 4. -  
SUPPLEMENTAL REGULATIONS, SEC. 12-128. - ACCESS, PARKING AND LOADING  
REGULATIONS; AND ARTICLE IV. - DEFINITIONS, SEC. 12-374. - DEFINITIONS. TO MODIFY  
DRIVEWAY AND PARKING STANDARDS FOR PVIOUS PAVING REQUIREMENTS**

**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 enhance resiliency efforts by modifying driveway and parking standards for pervious paving requirements; 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 July 3, 2024, 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 the Town Council that the proposed amendment be approved; and

**WHEREAS**, the Town Council held a Public Hearing on November 5, 2024, 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 modify driveway and parking standards for pervious paving requirements.

The proposed amendments require all new and replacement driveways and parking facilities to be pervious paving material and modify the incentive that allows an increase to the maximum lot coverage for residential districts for utilizing pervious material for driveways.

**Section 2                      Ordinance**

- (1) The Town hereby amends Section 12-128. - *Access, Parking, and Loading Regulations* as shown in the attached “**Exhibit A.**”

- (2) The Town hereby amends Section 12-63. - *Description of Zoning Districts and Regulations* as shown in the attached “**Exhibit B.**”
- (3) The Town hereby amends Section 12-374. - *Definitions* as shown in the attached “**Exhibit C.**”

**Section 3**                      **Severability**

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

**Section 4**                      **Effective Date and Duration**

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 3<sup>RD</sup> DAY OF DECEMBER 2024.**

\_\_\_\_\_  
**Bradley Belt, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading:    November 5, 2024

2<sup>nd</sup> Reading:    December 3, 2024

DRAFT

**Sec. 12-63. Description of zoning districts and regulations.**

The purpose and intent of this section is to specify zoning categories and standards for all classes of use, e.g., residential, resort, commercial, etc. Standards include permitted density, lot size and coverage, and supplemental regulations.

- (1) Any property previously zoned special development shall fall under the PD zoning.
- (2) In determining the maximum number of dwelling units or hotel rooms per acre, all water bodies and all land below mean high-water level on the original or "grassroots" site are to be excluded. This requirement serves to reduce overcrowding and over-development of residential, resort, commercial and other sites. Maximum density/intensity is a limit on development rights, and not a grant of vested rights.
- (3) Lot coverage is defined in article IV, definitions, of this ordinance. Maximum percentage lot coverage is specified for each zoning district: however, the following items shall be excluded from lot coverage as determined by the Planning Director:
  - a. At grade boardwalks and landscape retaining walls below three feet in height; or
  - b. The access drive located on the "pole" of a flag lot as defined by this ordinance.

Allowable increase for residential districts. The maximum lot coverage for the R1, R2, and R3 districts may be increased for specific pervious elements as follows:

Maximum Lot Coverage as Shown in the Residential District	Allowable increase as percentage of the Maximum Lot Coverage
50 percent	<del>10-2.5</del> percent
40 percent	<del>15-5</del> percent
33 percent	<del>20-10</del> percent

The only items that qualify for allowable increase in maximum lot coverage as determined by the Planning Director are:

- ~~a. Driveways not defined by this ordinance that utilize pervious materials.~~
- b. Pervious walks and patios.
- c. Raised courtyards and planters created by walls three feet or less above the adjacent grade.

Where an OCRM critical line is located on the property, the setback and buffer requirements of the waterfront development standards, section 12-76, shall apply.

- (4) The following apply to the residential zoning districts:
  - a. For lots on cul-de-sacs or similar circumstances, the minimum width shall apply at the front yard setback line. Cul-de-sac lots shall have a minimum width of 25 feet at the street line. The minimum width of any flag lot may be reduced to 20 feet, provided that the minimum width specified in the table is provided at the front building setback line.
  - b. The minimum yard requirements shall be increased to 30 feet from any lot or parcel boundary which abuts a golf course, lagoon, marsh, and/or open area.
  - c. Height of single-family detached homes is measured from the Federal Emergency Management Agency's base flood elevation determined for the individual home site.
- (5) The following apply to the nonresidential zoning districts:

- a. For lots on cul-de-sacs or similar circumstances, the minimum width shall apply at the front yard setback line. Cul-de-sac lots shall have a minimum width of 25 feet at the street line.
- b. Nonresidential structures may have the height in stories shown in the corresponding zoning district lot standards table, provided that the highest roof ridge of the building does not exceed the height shown from the Federal Emergency Management Agency's base flood elevation determined for that individual structure.
- c. Canopies connected to the main building shall be set back a minimum of 20 feet from any property line.

(Code 1993, § 12A-203; Ord. No. 2005-08, § 12A-203, 10-12-2005; Ord. No. 2015-04 , § 2, 4-14-2015)

**Sec. 12-128. Access, parking and loading regulations.**

The following regulations are intended to aid in the design and location of proper access, parking, and loading areas in order to maintain safe and efficient traffic flow.

- (1) *Access/driveways.* The following regulations shall apply to all development to prevent the proliferation of poorly spaced driveways that can result in reduced safety and carrying capacity of community streets, except that the distances may be varied in accordance with section 12-163 to permit the construction of a single, safe access where no other access to a lot is possible.
  - a. Generally, any lot having access to more than one type of street shall provide access on the street designed for the lowest traffic volume.
  - b. Nonresidential properties having access to a minor and collector street may construct a single driveway on the collector street, provided that the driveway complies with the standards herein.
  - c. There shall be only one curb cut for an individual lot or parcel. Town approval shall be required for more than one curb cut to an individual lot or parcel from any street, where there is a compelling reason.
  - d. No lot or development parcel shall directly access Kiawah Island Parkway and the arterial portions of Governor's Drive and Flyway Drive.
  - e. Private residential driveways shall be a minimum of ten feet in width and provide a vertical clearance of a minimum of 13.5 feet. Nonresidential driveways shall be a minimum of 18 feet in width and provide a vertical clearance of a minimum of 13.5 feet.
  - e-f. All new driveways and driveway replacements permitted after XX, XX, 2024 shall be constructed of pervious materials.
- (2) *Spacing between driveways and intersections.* The centerline of driveways shall be separated from the centerline of other driveways and intersections in accordance with the following table 4D, excepting lots platted prior to adoption of the ordinance from which this article is derived and where relief is needed to protect essential natural features, such as specimen trees and dunes:

Table 4D. Driveway Separation Regulations	
Road Type	Minimum driveway separation
Arterial	Driveways prohibited
Collector	75 feet
Minor	No spacing limitation

- a. No driveway shall be permitted providing access to an arterial street if the property has access to a collector or minor street.
  - b. On minor streets, no driveway should be permitted within 60 feet of an intersection, except when relief is needed due to an existing tree, unusual lot configuration, wetlands or other topographical or geographic feature of the lot.
  - c. When channelized right turn lanes are used, the Planning Director shall determine the minimum spacing between the driveways and intersections based on AASHTO standards as modified by site-specific conditions.
- (3) *Parking and loading.* This section specifies the minimum parking and loading standards for the Town. Where strict interpretation of these standards creates a unique hardship, an individual may seek a variance pursuant to section 12-163.

- a. *Minimum parking requirements.* Each use shall provide the number of parking spaces specified in table 4F in subsection (3)c of this section and comply with the following:
1. The Planning Director shall determine the number of parking spaces required for uses not referenced in table 4F in subsection (3)c of this section by first applying the standard for the most similar use or uses as listed in the table. If there is no similar use, the Planning Director may make a determination or may request that the applicant undertake a parking study.
  2. Any fraction of a parking space required under this article shall be counted as a full parking space.
  3. Handicapped spaces shall be provided as required by the Americans with Disabilities Act (ADA) standards shown below in table 4E in subsection (3)b of this section, or as requirements are amended by Federal Law.
  4. Parking requirements shall be based on gross leasable area.
  5. Off-street parking facilities shall be provided for any new building constructed and for any new use established, for any addition or enlargement of an existing building or use, or for any change of occupancy or manner of operation that would result in additional parking spaces being required; provided, however, if insufficient parking exists on a lot or parcel, then the number of spaces required to meet the needs of both the existing and new buildings or uses shall be provided.
  6. Facilities being used for off-street parking on the effective date of this article shall not be reduced in capacity to less than the number of spaces prescribed, nor shall they be altered in design or function to less than the minimum standards prescribed herein.
  7. For sites with more than one use, or for adjacent sites served by a common parking facility, the parking requirement shall be the total number of spaces required for each site or use.
- b. *Accessible parking for physically disabled persons.* Handicapped spaces shall be provided as required by the Americans with Disabilities Act (ADA) standards shown in the following table 4E:

Table 4E. Minimum Number of Accessible Spaces for Physically Disabled Persons			
Total Parking Spaces Provided	Minimum Number of Spaces		
	Accessible	Van Accessible	Car Accessible
1—25	1	1	0
26—50	2	1	1
51—75	3	1	2
76—100	4	1	3
101—150	5	1	4
151—200	6	1	5
201—300	7	1	6
301—400	8	1	7
401—500	9	2	7
501—1,000	2 percent of total spaces	1 out of every 8 accessible spaces	7 out of every 8 accessible spaces
Over 1,000	20 + 1 per each 100 spaces over 1,000		

- c. *Minimum dimensions.* All parking spaces reserved for persons with disabilities shall comply with the parking space dimension standards of this section, provided that access aisles shall be provided immediately abutting such spaces, as follows:
1. *Car accessible spaces.* Car accessible spaces shall have at least a five-foot-wide access aisle located abutting the designated parking space.
  2. *Van accessible spaces.* Van accessible spaces shall have at least an eight-foot-wide access aisle located abutting the designated parking space.
  3. *Proximity to main entrance.* All accessible spaces shall be in close proximity to the main entrance of the facility being served.

Table 4F. Off-Street Parking Requirements	
Type of Development	Required No. of Parking Spaces <sup>(1)</sup>
<b>Residential</b>	
Single-family detached	2 spaces per dwelling unit (DU) <sup>(2)</sup>
Duplex	2 spaces per dwelling unit
Patio homes	2 spaces per 2 bedroom per dwelling unit
Townhouses	2.5 spaces per 3 or more bedroom per dwelling unit
Multiple-family	1.5 spaces per efficiency or 1 bedroom per dwelling unit
<b>Hotels</b>	
Guestrooms	1 space per 4 persons allowed under maximum occupancy
Conference area (part of hotel structure)	1 space per 75 square feet of indoor seating area, plus 1 per 200 square feet of outdoor seating area
	50 percent of parking required for other uses
<b>Other uses<sup>(2)</sup></b>	
General office	1 space per 300 square feet of GLA
Real estate sales/leasing	1 space per 100 square feet of GLA
Doctor/dentist office	1 space per 100 square feet of GLA
Retail/service	1 space per 250 square feet of GLA
Restaurant	1 space per 75 square feet of indoor seating area, plus 1 per 200 square feet of outdoor seating area
Religious activities and public assembly	1 space per 50 square feet of assembly area
Convention center (not accessory to hotel)	1 space per 4 persons allowed under maximum posted occupancy, plus 1 per employee in shift
Community services	1 space per 2 employees plus 1 per company car parked on the premises
<b>Recreational</b>	
Driving range	1.5 spaces per tee
Golf courses	4 spaces per hole, plus 50 percent of the other uses, plus 1 space per employee on the largest shift <sup>(3)</sup>
Tennis courts	2 spaces per court, plus 50 percent of the other uses, plus 1 space per employee on the largest shift <sup>(3)</sup>
Marinas	3 spaces per 4 slips, plus 50 percent of the other uses <sup>(3)</sup>
Swimming pool	1 space per 300 square feet pool and deck area

Food and beverage	1 space per 75 square feet of indoor seating area, plus 1 space per 200 square feet of food service area
Other recreational facilities, indoor	1 space per 300 sq. ft
Parks (note: in addition to any other uses in this table)	1 space per 2 acres with minimum of 3 spaces
Mixed use parking	Calculated per individual use as set forth in this table
<sup>(1)</sup> The Planning Director may determine that parking in addition to any of the parking set forth in this table is necessary in the form of overflow parking on pervious surfaces.	
<sup>(2)</sup> Single-family residences shall have adequate turnaround space along driveways so that vehicles do not need to back into or out of driveways.	
<sup>(3)</sup> Other uses may include accessory meeting rooms/convention facilities and accessory restaurants.	

d. *Parking design standards.* The following are minimum design standards, the Planning Director may require modifications to parking lot design to ensure the safety of pedestrians, bicyclists and motorists:

1. All off-street parking shall be located outside of required landscape buffer areas and behind front building lines.
2. Parking facilities constructed, or reconstructed greater than 50 percent of their original size, subsequent to the effective date of the ordinance from which this article is derived shall conform to these design standards.
3. All required parking facilities shall be maintained for the duration of the use requiring such facilities. Parking facilities shall be used exclusively for the temporary parking of passenger automobiles, motor vehicles or light trucks not exceeding one ton in capacity, and shall not be used for the sale, display or storage of merchandise, or for the storage or repair of vehicles or equipment.
4. All required parking facilities shall be located on the same site as the use for which such facilities are required.
5. On street head-in parking is prohibited.
6. Angled parking is prohibited.
7. Required parking for residential uses shall be provided within an enclosed garage.
8. Each standard parking space shall consist of an independently accessible rectangular or trapezoidal area.
9. Each parking space shall have a vertical clearance of at least 7.5 feet.
10. Each parking and loading area shall have adequate drives, aisles, and turning and maneuvering areas for access and usability, and shall at all times have access to a street or alley.
11. The minimum parking facility design standards are listed in table 4G in this subsection.

12. *All required surface parking facilities shall be constructed of a pervious surface.*

12-13. Where applicable, the Planning Director may require overflow parking spaces in addition to those required in table 4F in subsection (3)c of this section. All overflow parking spaces shall be of a pervious surface.

13-14. Required parking spaces shall not have direct access to a street or highway. Access to required parking spaces shall be provided by on-site driveways. Off-street parking spaces shall be accessible without backing into or otherwise reentering a public right-of-way.

Parking Pattern (degrees)	Maneuvering Lane Width (feet)		Parking Space Dimensions (feet)		Total Width of Two Tiers of Spaces and Maneuvering Lane (feet)	
	One-Way	Two-Way	Width	Length	One-Way	Two-Way
0 (parallel)	11	18	8.5	25	28	35
30—50	12	20	9	18	48	56
54—75	13	22	9	18	49	58
76—90	N/A	24	9	18	N/A	60

- e. *Markings.* In paved parking areas, each off-street parking space shall be identified by surface markings at least four inches in width. Marking shall be visible at all times. Such markings shall be arranged to provide for orderly and safe loading, unloading, parking and storage of vehicles.
- f. *Off-street loading requirements.*
  1. *Spaces required.* For every nonresidential use there shall be provided sufficient space to accommodate the maximum number of trucks that will be loading, unloading, or standing at any one time.
  2. *Size of space.* Each off-street loading space shall be of a size commensurate with the buildings to be accommodated. In no case shall required off street loading space encroach upon off street parking space required by this article.
  3. *Location.* All required off street loading spaces shall be located on the same lot as the building which they are intended to serve.
  4. *Entrances and exits.* Off-street loading entrance and exit drives shall be located at least 25 feet from any street intersection.
  5. *Loading spaces adjacent to sidewalks.* Where a loading space is adjacent to a public sidewalk or other public pedestrian way, it shall be so located, arranged, and improved with curbs or other barriers, as to provide adequate protection for pedestrians.
  6. *Maneuvering areas.* All off street loading spaces shall be provided with adequate off street maneuvering areas.

Gross Floor Area (square feet)	Loading and Unloading Spaces Required
0—1,999	None
2,000—4,999	1 space at the discretion of the Planning Director
5,000—19,000	1 space
20,000—99,000	1 space, plus one space for each 20,000 square feet or portion thereof in excess of 20,000 square feet

100,000 or more	5 spaces, plus one space for each 40,000 square feet or portion thereof in excess of 100,000 square feet
-----------------	--

g. *Parking, loading and vehicular use area landscaping.*

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.
2. *Perimeter landscape requirements.*
  - (i) A curbed 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.
  - (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. These trees may be used to satisfy the interior parking lot landscaping requirements;
    - B. A hedge or other landscape material of at least three feet in height (at maturity) shall be planted within the perimeter landscape area to provide a continuous landscape element, or a combination of trees, hedge, other durable landscape material or approved wall, fence or earth berm 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 grass or ground cover; and
    - D. Parked vehicles may overhang a landscaped area if curbing is installed to prevent any damage to plants within the required perimeter landscape area. Landscaping, walls, fences and earth berms will be located to prevent their damage and/or destruction by overhanging vehicles.
3. *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 325 square feet, variably dependent upon the species of the canopy tree proposed by the designer. 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) Curbs, wheel stops or other approved protective barriers shall be installed around all required landscape islands, as approved by the Planning Director.
- (iv) Landscaping provided to meet the right-of-way buffer standards of this article may not be used to satisfy interior parking lot landscaping requirements. Canopy trees provided to meet perimeter landscaping requirements may be counted to satisfy interior parking lot landscaping requirements.

h. *Paving and drainage.*

- 1. For all uses ~~except single family dwellings,~~ parking and loading facilities shall be surfaced and maintained with ~~asphaltic concrete or other permanent hard surfacing~~ material sufficient to prevent mud, dust, loose material and other nuisances. ~~Pervious materials may be allowed as approved by the Planning Director.~~ Parking areas underneath the footprint of existing and proposed structures shall be exempt from this requirement. (Pervious surfaces permit infiltration or percolation of stormwater into the ground a rate greater than 0.1 inch/hour.)
- 2. All parking and loading facilities shall be designed, graded and provided with permanent storm drainage facilities that prevent standing water on any parking area, and do not increase the flow of water onto adjacent properties, streets or alleys. These facilities may include Low Impact Development solutions such as Bioretention Areas.

(Code 1993, § 12A-405; Ord. No. 94-12, § 2(12A-404), 9-26-1994; Ord. No. 2005-08, § 12A-405, 10-12-2005)

---

**Sec. 12-374. Definitions.**

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

**Relevant Definitions**

*Driveway* means a minimum ten-foot wide vehicular travel way of any surface treatment (pervious or impervious) from the property line to the garage. This includes guest parking and required back-up and turn-around areas required for safe vehicular movement as determined by the Planning Director.

*Impervious surface* means any material which prevents, impedes or slows infiltration or absorption of stormwater directly into the ground at the rate of absorption of vegetation bearing soils, including buildings, asphalt, concrete, gravel and other surfaces as determined by the Planning Director.

*Lot coverage* means the total percentage of lot area that is impervious to stormwater, including buildings, decks, walls, driveways, ~~front~~-walkways, and other impervious surfaces as defined by this ordinance and determined by the Planning Director.

*Parking lot* means an open area providing off-street parking for the motor vehicles of residents, tourists, customers, or employees on a temporary, daily, or overnight basis.

*Bioretention areas (rain gardens)* means shallow depressed areas that are filled with a sandy soil and/or gravel media and are planted with vegetation used to reduce stormwater runoff rates, volumes and pollutant loads.

*Pervious surface* means an unimproved portion of land maintained in its natural condition or an improved portion of land covered by a material that permits infiltration or percolation of stormwater into the ground ~~as determined by the Planning Director~~ at a rate greater than 0.1 inch/hour.

# Stormwater Ordinance Workshop - Reference Handout

September 30, 2024

M. Lee Bundrick, MS, MPA, Sr. Ecological & Conservation Coordinator, Kiawah Conservancy

## Impervious Surfaces

Prevent stormwater infiltration into underlying soils. Examples include buildings, driveways, roads, parking lots, and pathways. Negative impacts include:



### Increases

Stormwater runoff volume  
Pollutant & suspended solids transport  
Downstream geomorphic changes  
Saltwater Intrusion



### Decreases

Groundwater infiltration/recharge  
Water quality conditions  
Ecosystem integrity & resilience

## SCDNR / NOAA Thresholds\*

- >10-20% impervious coverage leads to adverse changes to physical and chemical environment
- >20-30% impervious coverage leads to significant changes in environmental conditions
- Measurable increases in PAHs, trace metals, PBDEs.

## USEPA Specific Impact Thresholds

- High algal biomass (> 5%)
- Benthic invertebrates (8-15%)
- Macroinvertebrate diversity & richness (8-12%)
- Fish Biological Integrity (6-11%)
- Geomorphic response patterns (13-24%)
- Channel instability (> 10%)

\*Holland et al., 2005; Sanger et al., 2015; Parker et al., 2023

## Kiawah Conservancy Analysis

Region	Impervious Surface Coverage
Wadmalaw Island	1.91%
Deweese Island	2.64%
Johns Island – South	3.30%
Johns Island - North	5.46%
Johns Island - Central	11.52%
Daniel Island	13.96%
<b>Kiawah Island (unadjusted)</b>	<b>15.31%</b>
Seabrook Island	15.83%
Mount Pleasant East	18.87%
Pawleys Island	19.66%
Folly Beach	19.86%
Hilton Head Island	20.92%
James Island	23.30%
Sullivans Island	28.40%
West Ashley	28.84%
Edisto Beach	30.63%
Isle of Palms	32.04%
Mount Pleasant West	33.91%
North Charleston	36.73%
Downtown Charleston	56.45%

**Table 1.** Regional comparisons of upland impervious surface coverage. Numbers originate from NOAA CCAP high resolution land cover from 2021-2022. Percentages are generally underestimated due to canopy coverage.

## Kiawah Island (actual)

**3725** Total uplands acres\*

**669** Acres of impervious cover

**18%** Total impervious area\*

**354** Acres transportation related

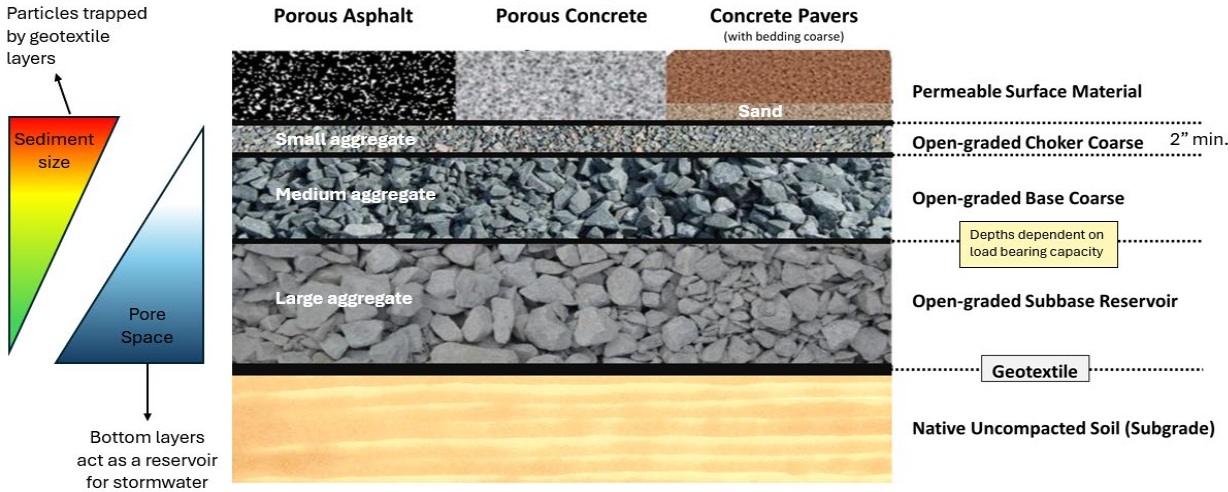
Numbers based on impervious surface geospatial database hand-generated by the Kiawah Conservancy in 2024 to address gaps due to canopy cover.

\* = excludes ponds and marshlands

**Table 2. Kiawah Island Impervious Surface Coverage by Type**

Surface Type	Number	Acreage	Impervious Cover (%)
Buildings	3545	262.32	39.2%
Driveways	2696	112.13	16.8%
Roads & Parking	-	241.94	36.2%
Multi-use pathways	-	43.08	6.4%
Other	58	9.77	1.4%

# Pervious Surface Design



Tester	Site	Type	First Pour (in/hr)	Second Pour (in/hr)	Average (in/hr)
Kiawah Conservancy	Oceanwoods	Pavers (with fines)	6.6	-	6.6
Kiawah Conservancy	Indigo Park	Pervious Concrete	47.6	39.9	41.3
Kiawah Conservancy	Cassique	Pervious Concrete	59	75.5	70.4
Kiawah Conservancy	The Sandcastle	Pavers (without fines)	127	149.3	138.8
Kiawah Conservancy	Saltmeadow	Pea Gravel	1189.7	1092.1	1106.5
Bean et al (2007)	NC, MD, VA, DE	Grid Pavers (=15)	Pre-maintenance		2.7
Bean et al (2007)	" "	Grid Pavers (=15)	Post-maintenance		5.1
Bean et al (2007)	" "	Pavers (=9)	With Fines		20.9
Bean et al (2007)	" "	Pavers (=5)	Without Fines		787.4
Bean et al (2007)	" "	Pervious Concrete(=7)	With Fines		6.3
Bean et al (2007)	" "	Pervious Concrete (=4)	Without Fines		1574.8

**Table 3.** ASTM C1701 Infiltrometer testing by the Kiawah Conservancy (2024) with reference to previous study in mid-Atlantic states by Bean et al. (2007) using similar methods. The data provided is related to surface infiltration, not subsurface design.

Nature-Based Solutions Manual

Group	Minimum Infiltration Rate (in/hr)	Hydrologic Soil Group
A	0.3 – 0.45	High infiltration rates. Deep, well drained sands and gravels
B	0.15 – 0.30	Moderate infiltration rates. Moderately deep, moderately well drained soils with moderately coarse textures (silt, silt loam)
C	0.05 – 0.15	Slow infiltration rates. Soils with layers, or soils with moderately fine textures (clay loams)
D	0.00 – 0.05	Very slow infiltration rates. Clayey soils, high water table, or shallow impervious layer

**Treatment Train** – utilizing a chain of several green-infrastructure practices for stormwater mitigation. See QR code to the left.

Example:

Rain Barrels → Pervious Surfaces → Rain Gardens → etc.



**TAB 6**

---

# **TOWN COUNCIL**

**Agenda Item**

**Town of Kiawah Island Zoning Ordinance Amendment Request**  
**Case AZO24-000009**

**Planning Commission Meeting: October 2, 2024**  
**Public Hearing and First Reading: November 5, 2024**  
**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* Section 12-192. Nonconforming Structures. and Section 12-193. Nonconforming Uses. to modify nonconformity standards.

Key Factors of the Proposed Ordinance:

The proposed amendment to Sec. 12-192. Nonconforming Structures and Section 12-193. Nonconforming Uses. will modify standards for all properties considering repair, maintenance, restoration, and replacement for structures damaged by casualty including but not limited to fire, explosion, named storms or other natural forces, acts of God, or the public enemy). The proposed amendment will also modify the nonconforming use standard and time period of abandonment and discontinuance.

Relevant Defined Terms:

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

Nonconforming structure means a structure or portion thereof which was lawfully erected or altered, but which does not comply with the regulations applicable to new structures in the zoning district in which it is located.

Nonconforming use means a use which was lawfully established and maintained, but which does not comply with the use regulations applicable to new uses in the zoning district in which it is located; the use of any land, building, or structure which does not conform with currently applicable use regulations, but which complied with use regulations in effect at the time the use was established.

FEMA - Special Flood Hazard Area are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year.

**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 OCTOBER 2, 2024**

The proposed text amendment would be applicable to all properties within the Town’s jurisdiction. The proposed amendment clarifies the standards in which an existing structure can be repaired, restored or replaced given damage created by casualty including but not limited to fire, explosion, named storms or other natural forces, acts of God, or the public enemy. The proposed amendment provides clarity on the standards relative to use and building height for FEMA flood hazard areas.

The proposed ordinance has also been reviewed by the Town’s Building Official in which no concerns have been identified.

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

**PLANNING COMMISSION MEETING OCTOBER 2, 2024**

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.

**On October 2, 2024, the Planning Commission recommended approval by a vote of 7 to 0.**

**TOWN COUNCIL MEETING PUBLIC HEARING NOVEMBER 5, 2024**

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

Town of Kiawah Island Municipal Center  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455

November 5, 2024



# PROPOSED ZONING TEXT AMENDMENTS

#AZO24-000009

**Proposed Text Amendment: #AZO24-000009****(Sec. 12-192. Nonconforming Structures and Sec. 12-193. Nonconforming Uses.)**

Application: The Town of Kiawah is requesting to amend the Town of Kiawah Island Land Use Planning and Zoning Ordinance Section 12-192. Nonconforming Structures. and Section 12-193. Nonconforming Uses. to modify nonconformity standards.

**Key Factors of the Proposed Ordinance:**

The proposed amendment to Sec. 12-192. Nonconforming Structures and Section 12-193. Nonconforming Uses. will modify standards for all properties considering repair, maintenance, restoration, and replacement for structures damaged by casualty including but not limited to fire, explosion, named storms or other natural forces, acts of God, or the public enemy).

The proposed amendment provides clarity on the standards relative to use and building height for FEMA flood hazard areas.

The proposed amendment will modify the nonconforming use standard and time period of abandonment and discontinuance.

- 180 Consecutive Days Period
- 18 Months Permit Period with completion diligently pursued

3

3

## Zoning Ordinance Text & Map Amendment Applications: Recommendation by the Planning Commission

Section 12-158(3) of the Zoning Ordinance states “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 the Planning Commission members present and voting shall be required to approve the amendment.”**

4

4

## Zoning Ordinance Text & Map Amendment Applications: Approval Criteria

**(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.

**Staff finds the proposed text amendment consistent with each of the outlined criteria.**

5

5

## Zoning Ordinance Text and Map Amendment Applications: Decision on Amendment by the Town Council

Section 12-158(5) states “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.**”

6

6

**Town of Kiawah Island  
Zoning Text Amendment Application(s)**

**Case# AZO24-000009**

**Planning Commission Meeting: October 2, 2024**

**Planning Commission Recommended Approval by a vote of 7 to 0**

**Town Council Public Hearing and First Reading: November 5, 2024**

7

TOWN OF KIAWAH ISLAND

**ORDINANCE 2024-25**

**AN ORDINANCE TO AMEND CHAPTER 12 – LAND USE PLANNING AND ZONING  
ORDINANCE ARTICLE II. ZONING, DIVISION 6. - NONCONFORMITIES AND VESTED  
RIGHTS, SECTION 12-192. - NONCONFORMING STRUCTURES. AND SECTION 12-193. -  
NONCONFORMING USES. TO MODIFY NONCONFORMITY STANDARDS.**

**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 standards relative to nonconforming structures and nonconforming uses; 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 October 2, 2024, 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 the Town Council that the proposed amendment be approved; and

**WHEREAS**, the Town Council held a Public Hearing on November 5, 2024, 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 modify standards of nonconforming structures and nonconforming uses.

Nonconforming structures are structures or portions thereof that were lawfully erected or altered but which do not comply with the regulations applicable to new structures in the zoning district in which they are located. This amendment clarifies the requirements for the extension, enlargement, repair, maintenance, restoration, and replacement of nonconforming structures.

Nonconforming uses are uses that were lawfully established and maintained but do not comply with the use regulations applicable to new uses in the zoning district in which it is located. This amendment clarifies the requirements for the extension and/or enlargement, the conditions whereby a change in an existing nonconforming use may be permitted, and the loss of legal nonconforming use status.

**Section 2                      Ordinance**

(1) The Town hereby amends Section 12-192. - *Nonconforming Structures* and Section 12-193. - *Nonconforming Uses* as shown in the attached **“Exhibit A.”**

**Section 3                      Severability**

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

**Section 4                      Effective Date and Duration**

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 3<sup>RD</sup> DAY OF DECEMBER 2024.**

\_\_\_\_\_  
**Bradley Belt, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading:    November 5, 2024

2<sup>nd</sup> Reading:    December 3, 2024

Chapter 12 - LAND USE PLANNING AND ZONING  
ARTICLE II. - ZONING  
DIVISION 6. NONCONFORMITIES AND VESTED RIGHTS

---

**DIVISION 6. NONCONFORMITIES AND VESTED RIGHTS**

**Sec. 12-190. Purpose and intent.**

The purpose and intent of this division is to define types of nonconforming uses and their ultimate disposition and handling.

- (1) Nonconformities include lots, structures, land, and other uses.
- (2) Nonconformities that were otherwise lawful on the effective date of a zoning regulation may be continued. However, these uses are hereby declared to be incompatible with permitted uses in the district involved.
- (3) The burden shall be on the landowner or developer to establish an entitlement to continue a nonconformity or to complete a nonconforming project.

(Code 1993, § 12A-601; Ord. No. 2005-08, § 12A-601, 10-12-2005)

**Sec. 12-191. Nonconforming lots.**

The purpose and intent of this section is to define undeveloped nonconforming lots and requirements and restrictions for lot development.

- (1) This section applies only to undeveloped nonconforming lots. A lot is undeveloped if it has no substantial structures upon it. For purposes of this section, a substantial structure shall include any structure in excess of 600 square feet of floor area which was constructed as a principal use permitted in the zoning district at the time of construction. A change in use of a developed nonconforming lot may be accomplished only in accordance with section 12-193.
- (2) When a nonconforming lot can be used in conformity with all of the regulations applicable to the intended use, except that the lot is smaller than the required minimum lot area applicable to that zoning district, the lot may be used as proposed just as if it were conforming.
- (3) Notwithstanding any other provision of this article, the owner of a lot of record located in any single-family residentially zoned district may construct one single-family detached dwelling unit on such lot, provided that the development conforms to the appropriate dimensional standards of this article.

(Code 1993, § 12A-602; Ord. No. 94-12, § 2(12A-602), 9-26-1994; Ord. No. 2005-08, § 12A-602, 10-12-2005)

**Sec. 12-192. Nonconforming structures.**

Nonconforming structures are structures or portions thereof that were lawfully erected or altered, but which do not comply with the regulations applicable to new structures in the zoning district in which they are located. This section defines the requirements for the extension, enlargement, repair, maintenance, restoration, and replacement of nonconforming structures.

- (1) *Extension or enlargement.* Except as specifically provided in this section, no person may engage in any activity that causes an increase in the extent of an existing nonconformity. Physical alteration of structures or the placement of new structures on open land is unlawful if such activity results in:

- a. An increase in the total amount of space or building area devoted to a nonconforming use.
  - b. Greater nonconformity of dimensional restrictions such as setback requirements, height limitations, density requirements, or any other requirements prescribed in this article.
  - c. A nonconforming structure may be extended or enlarged to an extent that the costs of the extension or enlargement will not exceed 50 percent of the appraised value of the structure at the time the extension or enlargement occurs.
- (2) *Repair, maintenance, restoration, and replacement.*

- a. If a nonconforming structure is damaged by casualty (including, but not limited to fire, explosion, named storms or other natural forces, act of God, or the public enemy) to an extent that the costs of repair or restoration will exceed 50 percent of its appraised value of the structure at the time the damage occurs, the damaged portions of the structure may be repaired or restored to ~~their exact~~ the same prior nonconforming dimensional states (size, shape, building footprint, height, density, etc.) ~~prior to the destruction~~, provided that ~~it~~ the repaired or restored structure meets all applicable building code requirements.
- b. If a nonconforming structure is destroyed by casualty (including, but not limited to fire, explosion, named storms or other natural forces, act of God, or the public enemy), the structure may be replaced with a structure ~~identical in~~ having the same prior nonconforming dimensional states (size, shape ~~-,~~ building footprint), ~~and~~ height, density, etc., provided ~~it~~ the replaced structure meets all applicable building code requirements.
- c. Repairs may be made to any nonconforming structure so long as the extent of any original nonconformity is not increased. Any repairs, renovation, restoration, or replacement of a structure pursuant to this section shall require a permit pursuant to Town regulations.
- d. For structures located in a flood hazard area as defined by the Federal Emergency Management Agency (FEMA), the nonconforming building height allowed to be repaired, restored or replaced pursuant to subsection 12-192(2) shall be measured in feet and stories vertically from either the base building height elevation (BBHE) or the elevation of the lowest habitable floor for which a building permit may be issued at the time of such repair, restoration or replacement, whichever is higher.

- (3) *Definitions.* The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Appraised value of a structure or improvement* means the fair market value of the structure or improvement.

*Cost of renovation, repair or restoration* means the fair market value of the materials and services necessary to accomplish such renovation, repair or restoration. The term "cost of renovation or repair or restoration" means the total cost of all such intended work, and no person may seek to avoid the intent of this chapter by doing such work incrementally or without compensation.

(Code 1993, § 12A-603; Ord. No. 94-12, § 2(12A-603, 12A-604), 9-26-1994; Ord. No. 2005-08, § 12A-603, 10-12-2005)

### **Sec. 12-193. Nonconforming uses.**

Nonconforming uses are uses that were lawfully established and maintained, but do not comply with the use regulations applicable to new uses in the zoning district in which it is located. This section sets forth the

requirements for the extension and/or enlargement, the conditions whereby a change in an existing nonconforming use may be permitted and the loss of legal nonconforming use status as follows:

(1) *Extension or enlargement.*

- a. A nonconforming use may be extended throughout any portion of a completed building that, when the use was made nonconforming by this article, was manifestly designed or arranged to accommodate such use. A nonconforming use may not be extended to additional buildings or to land outside the original building.
- b. A nonconforming use of open land may not be extended to cover more land than was occupied by that use when it became nonconforming.
- c. Where a nonconforming use exists, new equipment and processes may be utilized in order to modernize the operation but not to change the use.

(2) *Change in use of property where a nonconformity exists.*

- a. A change in the use of property where a nonconformity exists may not be made except in accordance with subsections (2)b and c of this section.
- b. If the intended change in use is to a principal use that is permissible in the zoning district in which the property is located, and all other requirements of this chapter applicable to that use are satisfied, permission to make the change must be obtained in the same manner as permission to make the initial use of a vacant lot. Once conformity with this chapter is achieved, the property may not revert to its nonconforming status.
- c. The change in use shall not be permitted if compliance cannot be achieved without adding additional land to the lot where the nonconformity is found or by moving a substantial structure that is on a permanent foundation.

(3) *Abandonment and discontinuance of a nonconforming use.*

- a. When a nonconforming use is ~~discontinued~~abandoned for a consecutive period of 180 days, the property involved shall thereafter be used only for conforming purposes.
- b. For purposes of determining whether a right to continue a nonconformity is lost pursuant to this section, ~~all~~:

(i) All buildings, activities, and operations maintained on a lot are generally to be considered as a whole. However, if a nonconforming use is maintained in conjunction with a conforming use, ~~discontinuance~~abandonment of a nonconforming use for the required period shall terminate the right to maintain it thereafter.

(ii) Discontinuance of a nonconforming use for a period of 180 consecutive days or longer after an event of casualty (including, but not limited to fire, explosion, named storms or other natural forces, act of God, or the public enemy) shall not constitute abandonment, and the nonconforming use shall be allowed to resume and continue, if an application for a building permit to repair, restore or rebuild the structure used for the nonconforming use is submitted within eighteen (18) months after the casualty event and completion is diligently pursued after such building permit has been issued.

(Code 1993, § 12A-604; Ord. No. 94-12, § 2(12A-604—12A-607), 9-26-1994; Ord. No. 2005-08, § 12A-604, 10-12-2005)

---

## Sec. 12-194. Vested rights.

The purpose and intent of this section is to provide for the establishment of vested rights to develop property pursuant to S.C. Code 1976, § 6-29-1510 et seq.

- (1) *Scope.* All applicable ordinances, municipal code sections, and regulations relating to zoning, planning and land development within the municipality are subject to the vested rights established herein.
- (2) *Definitions.*
  - a. Except as hereinafter set forth, the words, terms and phrases when used in this article shall have the meaning as set forth in S.C. Code 1976, § 6-29-1520, as enacted by Act 287 of 2004.
  - b. The term "site specific development plan," in addition and as a supplement to the definition set forth in S.C. Code 1976, § 6-29-1520, as enacted by Act 287 of 2004, is further defined to mean those documents that comprise a complete application for a zoning permit, certificate of zoning compliance, variance, special exception, planned unit development, sketch plat or sketch plan, or other similar approval that authorizes the landowner to proceed with investment in grading, installation of utilities, streets and other infrastructure, and to undertake other significant expenditures necessary to prepare for application for a building permit.
- (3) *Establishment and conditions.*
  - a. A vested right to develop property in accord with a site specific development plan is triggered upon the final approval of the site specific development plan by the final official or body of the municipality authorized to approve a site specific development plan and the payment to the municipality of all applicable established fees.
  - b. Except as hereinafter set forth, a vested right established by this article is subject to the conditions and limitations as set out in S.C. Code 1976, §§ 6-29-1540 and 6-29-1550, as enacted by Act 287 of 2004.
  - c. A vested right for an approved site specific development plan expires two years after the date of final approval by the final official or body authorized to approve a site specific development plan.
  - d. No vested rights are established for phased development plans, including approved or conditionally approved phased development plans and including phased development plans applicable to property proposed for annexation. An approved or conditionally approved site specific development plan is required prior to approval with respect to each phase of a phased development plan.
  - e. A vested site specific development plan may be amended if the amendment conforms to, or does not cause greater nonconformity with, the then current provisions of the municipal zoning, planning and land development ordinances, municipal code sections or regulations. Approval or conditional approval of an amendment does not reset or restart the expiration period of a vested right.
  - f. No sooner than three months, and no later than 45 days prior to the expiration of the two-year vested right period for an approved site specific development plan, the landowner of property with a vested right in a site specific development plan may apply to the authorized official or body for an annual extension of the vested right. The authorized official or body must approve an application for an annual extension of the vested right unless an amendment to the land development ordinances or regulations has been adopted that prohibits approval. No more than five annual extensions of the vested right may be approved.

(Code 1993, § 12A-606; Ord. No. 2005-08, § 12A-606, 10-12-2005)

**Secs. 12-195—12-211. Reserved.**



**TAB 7**

---

# **TOWN COUNCIL**

**Agenda Item**

**TOWN OF KIAWAH ISLAND**  
**2025 Town Meeting Schedules\***

All meetings are held at the Municipal Center, 4475 Betsy Kerrison Parkway, Kiawah Island, SC.  
Schedules are also available at [www.kiawahisland.org](http://www.kiawahisland.org) or by calling 843-768-9166.

**Town Council**  
**Meetings at 1:00 pm**

January 7<sup>th</sup>  
January 23<sup>rd</sup> – Council Retreat  
January 24<sup>th</sup> – Council Retreat  
February 4<sup>th</sup>  
March 4<sup>th</sup>  
April 1<sup>st</sup>  
May 6<sup>th</sup>  
June 3<sup>rd</sup>  
July 1<sup>st</sup>  
August 5<sup>th</sup>  
September 9<sup>th</sup>  
October 7<sup>th</sup>  
November 4<sup>th</sup>  
December 2<sup>nd</sup>

**Arts & Cultural Events Council**  
**Meetings at 2:00 pm**

January 9<sup>th</sup>  
February 6<sup>th</sup> – Planning Session  
February 27<sup>th</sup> – Planning Session  
March 6<sup>th</sup>  
April 3<sup>rd</sup>  
May 1<sup>st</sup>  
June 5<sup>th</sup>  
August 7<sup>th</sup>  
September 4<sup>th</sup>  
October 2<sup>nd</sup>  
November 6<sup>th</sup>  
December 4<sup>th</sup>

**Arts Council Board**  
**Meetings at 10:00 am**

January 9<sup>th</sup>  
April 7<sup>th</sup>  
July 7<sup>th</sup>  
October 6<sup>th</sup>

**Board of Zoning Appeals**  
**Meetings at 1:00 pm**

January 27<sup>th</sup>  
February 24<sup>th</sup>  
March 17<sup>th</sup>  
April 21<sup>st</sup>  
May 19<sup>th</sup>  
June 16<sup>th</sup>  
July 21<sup>st</sup>  
August 18<sup>th</sup>  
September 22<sup>nd</sup>  
October 20<sup>th</sup>  
November 17<sup>th</sup>  
December 15<sup>th</sup>

**CERT Team**  
**Meetings at 3:00 pm**

January 22<sup>nd</sup>  
April 23<sup>rd</sup>  
July 23<sup>rd</sup>  
October 22<sup>nd</sup>

**Environmental Committee**  
**Meetings at 1:00 pm**

January 8<sup>th</sup>  
February 12<sup>th</sup>  
March 12<sup>th</sup>  
April 9<sup>th</sup>  
May 14<sup>th</sup>  
June 11<sup>th</sup>  
July 9<sup>th</sup>  
August 13<sup>th</sup>  
September 10<sup>th</sup>  
October 15<sup>th</sup>  
November 12<sup>th</sup>  
December 10<sup>th</sup>

**Planning Commission**  
**Meetings at 2:00 pm**

January 8<sup>th</sup>  
February 5<sup>th</sup>  
March 5<sup>th</sup>  
April 2<sup>nd</sup>  
May 7<sup>th</sup>  
June 4<sup>th</sup>  
July 2<sup>nd</sup>  
August 6<sup>th</sup>  
September 10<sup>th</sup>  
October 8<sup>th</sup>  
November 5<sup>th</sup>  
December 3<sup>rd</sup>

**Public Safety Committee**  
**Meetings at 11:00 am**

January 16<sup>th</sup>  
March 13<sup>th</sup>  
May 15<sup>th</sup>  
July 10<sup>th</sup>  
September 18<sup>th</sup>  
November 13<sup>th</sup>

**Ways and Means Committee**  
**Meetings at 10:00 am**

January 7<sup>th</sup>  
February 4<sup>th</sup>  
March 4<sup>th</sup>  
April 1<sup>st</sup>  
May 6<sup>th</sup>  
June 3<sup>rd</sup>  
July 1<sup>st</sup>  
August 5<sup>th</sup>  
September 9<sup>th</sup>  
October 7<sup>th</sup>  
November 4<sup>th</sup>  
December 2<sup>nd</sup>

\*Rescheduled meetings will be posted on the website



**TAB 8**

---

# **TOWN COUNCIL**

**Agenda Item**

**Town of Kiawah Island**  
**SATAX Committee Funding Recommendations**  
**November FY 2024/2025**

Category #	Tab #	Project	Applicant Sponsor	2023/2024 Total Amount Awarded	2024/2025 April Awarded Amount	2024/2025 November Application Request	SATAX Committee Funding Recommendation
1	4	Destination Marketing & Advertising	Andell Inn	\$ 170,500.00	\$ 212,500.00	\$ 120,000.00	67,000
4	5	Enhanced Video Equipment	Barrier Island Ocean Rescue			\$ 78,785.42	\$ 78,154
1	6	Freshfields Village + Garden & Gun / Event Partnership	Freshfields Village / Freshfileds (EDENS) LLC	\$ 80,920.00	\$ 145,000.00	\$ 25,128.00	\$ 25,128
1	7	Marketing of KI Events and Holiday Programing	Kiawah island Golf Resort	\$ 675,000.00	\$ 471,000.00	\$ 200,000.00	\$ 192,000
1	8	Continued Outreach with the Dolphin Education Program	Lowcountry Marine Mammal Network			\$ 1,500.00	\$ 1,500
7	9	Channel Realignment at the East End of Kiawah Island	Town of Kiawah Island			\$ 77,000.00	\$ 77,000
3	10	Leisure Trail Improvements	Town of Kiawah Island			\$ 70,000.00	\$ 70,000
4	11	Traffic Monitoring	Town of Kiawah Island			\$ 26,195.00	\$ 25,163
1		Rentals Advertising and Marketing	Akers Ellis	\$ -	\$ 123,000.00		
2		Events Promotion	Freshfields Village / Freshfileds (EDENS) LLC	\$ 35,000.00	\$ 35,000.00		
1		Tourism Marketing & Advertising	Freshfields Village / Freshfileds (EDENS) LLC	\$ 65,000.00	\$ 65,000.00		
5		Kiawah Island Map & Guest Guide	Kiawah Island Community Association	\$ -	\$ 5,000.00		
4		High Water Vehicle	St. Johns Fire District		\$ -		
4		Advanced Medical Support	St. Johns Fire District		\$ 146,000.00		
1 & 2		Eastern Bird Banding Association 2025 Annual Meeting	Town of Kiawah Island - Wildlife	\$ -	\$ 16,000.00		
4		Beach Patrol Services	Town of Kiawah Island	\$ 408,800.00	\$ 392,000.00		
4		Charleston County Sheriff Deputies	Town of Kiawah Island	\$ 532,398.00	\$ 489,000.00		
4		Charleston County Emergency Medical Services	Town of Kiawah Island		\$ -		
4		Enhanced Rescue Equipment	Barrier Island Ocean Rescue	\$ 248,210.61			
1		#Discover Kiawah: A National Influencer Event	Freshfields Village / Freshfileds (EDENS) LLC	\$ 75,000.00			
1 & 2		The Giving Tee Presented by Advance Kiawah	Kiawah Development Partners	\$ 8,750.00			
1		US Amature Four-Ball Championship	Kiawah Island Club/Kiawah Island Club Holdings				
			<b>Totals for Year Ending</b>	\$ 2,299,579	\$ 2,099,500.00	\$ 598,608.42	\$ 535,945

Total Available for Funding \$ 2,925,000.00 \$ 1,000,000.00 \$ 1,000,000

Total in excess of Funding \$ 2,925,000.00 \$ 401,391.58 \$ 464,055

**Tourism-related expenditures include:**

- 1 advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity
- 2 promotion of the arts and cultural events
- 3 construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities
- 4 the criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists
- 5 public facilities such as restrooms, dressing rooms, parks, and parking lots
- 6 tourist shuttle transportation
- 7 control and repair of waterfront erosion
- 8 operating visitor information centers



**TAB 9**

---

# **TOWN COUNCIL**

**Agenda Item**



# Request for Town Council Action

**TO:** Mayor and Council Members  
**FROM:** Brian Gottshalk, Public Works Manager  
**SUBJECT:** Recommendation for Landscape Maintenance Services Provider  
**DATE:** 3 December, 2024

---

## BACKGROUND:

The Town uses a third-party contractor to provide landscape services for all town-owned trees, shrubs, and landscape beds along the Kiawah Island Parkway, Beachwalker Drive, and at the municipal center. The town currently uses Artigues Landscape Maintenance to perform these services, and they have been our landscape service provider since January 1<sup>st</sup>, 2022. They were awarded a 3-year contract, which will organically terminate at the end of this year. Since this contract is terminating, town staff released an RFP for Landscape Service and Maintenance firms to provide bids for this contract.

The staff has talked with Artigues about their proposal, and they will be dedicating a supervisor, Ron, to our contract. Ron initially managed the contract at the beginning for about a year and a half, and he did a great job in providing quality service and giving quick attention to items that the staff brought up. He will be our point of contact for the duration of the contract.

## ANALYSIS:

Town staff released an RFP to solicit bids for Landscape Maintenance Services. The RFP was posted publicly for two weeks, and town staff received seven bids. The results are as follows:

<b>Artigues Landscape and Maintenance:</b>	<b>\$189,996.00 Annually</b>
<b>LandOne Group, LLC:</b>	<b>\$190,928.75 Annually</b>
<b>Pleasant Places:</b>	<b>\$156,920.00 Annually</b>
<b>Russell Landscape Group:</b>	<b>\$225,901.06 Annually</b>
<b>Ruppert Landscape:</b>	<b>\$183,120.00 Annually</b>
<b>The Greenery, Inc:</b>	<b>\$188,040.00 Annually</b>
<b>Yellowstone Landscape:</b>	<b>\$256,030.00 Annually</b>

All bids received were carefully reviewed by a team of 5 members. The annual price provided by each firm reflects routine weekly maintenance of all town owned landscape as well as two mulch and pine straw applications each year. This price also includes regular reporting on the irrigation system and any warranties to plant material they wish to provide.

Each firm's proposal was evaluated on the following criteria: Bid Price (50 pts), Electric Equipment Plan (20 pts), and References (30 pts)

**ACTION REQUESTED:**

Town staff is requesting that if the Ways and Means Committee recommends approval, the proposal from Artigues Landscape & Maintenance be approved for a total of \$189,996.00 annually for landscape services described in their proposal.

**BUDGET & FINANCIAL DATA:**

If approved, this contract will be funded 70% through restricted funds and 30% through the General Fund.



November 14, 2024

Dear Selection Committee,

We are pleased to submit our proposal in response to the Town of Kiawah's RFP for landscape maintenance services. Over the past several years, we have had the privilege of partnering with the Town to maintain and enhance Kiawah's natural beauty and uphold the standards that make this community exceptional. During the recent pre-bid meeting, we were gratified to hear that Kiawah's staff is pleased with our performance, and we are committed to maintaining and even exceeding these expectations.

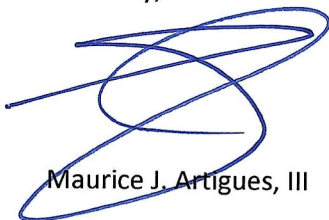
Our partnership with the Town has been one of dedication, reliability, and shared goals. A key example of this commitment is the Beachwalker Drive project, where we invested \$25,000 of our own funds in commissioning a landscape architectural design to support the Town's Grow Native initiative, ensuring successful and sustainable planting for this critical area. This was our effort to ensure the success of Beachwalker Drive's enhancement which was a main concern of Kiawah's new leadership.

Our repeated position as the low bidder on multiple, publicly bid enhancement projects further demonstrates our commitment to achieving Kiawah's landscaping goals in a cost-effective manner. Highlights of our work with the Town include:

- Providing the low bid for the extensive Kiawah Island Parkway capital project and assisting with value engineering to further reduce project costs for the Town.
- Being awarded the current maintenance contract as the low bidder.
- Awarded as the low bidder the capital improvement project at Town Hall.
- 

We value our ongoing relationship with the Town of Kiawah and look forward to the opportunity to continue delivering high-quality services that enhance the natural beauty of this unique community. Thank you for considering our proposal.

Sincerely,



Maurice J. Artigues, III

# Environmental Priorities



## Electric Equipment

Artigues Landscape & Maintenance is fully aligned with the Town's environmental initiatives and is committed to supporting sustainability efforts. We will begin using electric leaf blowers from day one, meeting the Town's mandate. Additionally, we are committed to transitioning all smaller maintenance equipment to electric power within the first six months and all mowers within the first year of the contract. Our focus remains on equipment that has a direct impact on landscape maintenance, ensuring a seamless shift to eco-friendly practices. We look forward to contributing to a cleaner, quieter environment and fully supporting the Town's environmental goals.

## Grow Native Initiative

Artigues Landscape & Maintenance fully supports the Town's Grow Native initiative and will prioritize native plants in all new plantings and replacements, selecting species from the Grow Native Plant Database. In alignment with the initiative, we will propose native alternatives whenever possible for replacements and new plantings, and we will adjust maintenance practices to create optimal conditions for native plant growth. Additionally, we are committed to using environmentally responsible chemicals to ensure the well-being of local ecosystems and further enhance the sustainability of the community landscape.

DATE: November 15, 2024

## ORGANIZATIONAL INFORMATION

NAME OF BIDDER: Artigues Landscape & Maintenance

BUSINESS ADDRESS: PMB 187, 295 Seven Farms Drive, Suite C

Charleston, SC 29492

### **BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED BIDDER REPRESENTS:**

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

**I. PERSONNEL:**

Provide a list of personnel that will be committed to this engagement and their job function.

Reece Artigues, Owner & President

Ron Artigues, Director of Operations and Project Manager - will be main point of contact and manage the schedule, maintenance team and any and all projects.

Drew Weathers, Director of Maintenance - will coordinate with Director of Operations to manage team and schedule and will be responsible for chemical applications.

Kent Artigues, Maintenance Client Services - will ensure quality control and communicate noticed issues to Drew and Ron.

Keith Joyce, Irrigation Specialist - will spearhead any irrigation projects, repairs or issues.

**II. EXPERIENCE:**

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

1. **COMPANY NAME:** Berkeley County School District  
 Contract Title Berkeley County School District Landscape Maintenance  
 Contract Period: From May 2022 To Current  
 Geographic Area Served Berkeley County  
 Scope of Work: Ongoing landscape maintenance for 30+ schools  
 Contracting Office: \_\_\_\_\_  
 Contact Name: Thomas Browder  
 Title: Grounds Supervisor  
 Address: 107 East Main Street  
 City Moncks Corner State: SC  
 Telephone: 843-870-2425  
 Email: browdert@bcstdschools.net

II. **EXPERIENCE (Continued):**2. **COMPANY NAME:** Freehold CommunitiesContract Title Multiple ContractsContract Period: From 2022 To CurrentGeographic Area Served Carnes CrossroadsScope of Work: Landscape installation projects and ongoing maintenance

Contracting Office: \_\_\_\_\_

Contact Name: Larry CaruthersTitle: PresidentAddress: 4400 Leeds Ave, Ste. 175City Charleston State: SCTelephone: 843-312-9811Email: ldc@freeholdcommunities.com3. **COMPANY NAME:** Town of Mt. PleasantContract Title Town of Mt. Pleasant Major Roadways and Town Properties Landscape MaintenanceContract Period: From October 2024 To CurrentGeographic Area Served Mount PleasantScope of Work: Landscape maintenance of Highway 17, Coleman Blvd, other major roads and town buildingsContracting Office: OperationsContact Name: Hillary RepikTitle: Operations OfficerAddress: 100 Ann Edwards LaneCity Mount Pleasant State: SCTelephone: (843) 849 - 2022Email: hrepik@tompsc.com

**BUSINESS LICENSE:**

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

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

Yes  No If yes, list the number SBL20-000676

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

**INSURANCE:**

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

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

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

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

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

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

**INDEMNIFICATION**

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

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

**MINORITY/WOMEN-OWNED ENTERPRISE:**

Are you a Minority or Woman-Owned business? \_\_\_Yes  No

If so, are you certified? \_\_\_Yes \_\_\_No

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

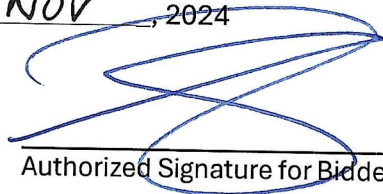
### NON-COLLUSION OATH

COUNTY OF: Berkeley

STATE OF: SC

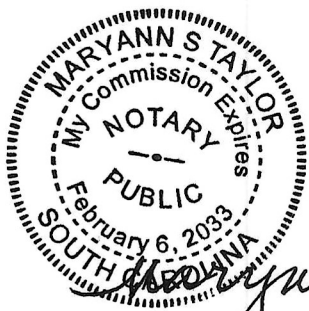
Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared Maurice and made oath that the Bidder herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS 13 DAY OF NOV, 2024

  
Authorized Signature for Bidder

Please print Bidder's name and address:

Maurice Artignes  
PMB 187, 295 Seven Farms Dr. Suite C  
Charleston, SC 29492



Maryann Taylor

PRINT NAME: Maryann S Taylor

NOTARY PUBLIC FOR THE STATE OF SC

My Commission Expires: 2.6.2023

# Equipment List



## Mowers

- 19 - Hustler Turf: Zero-Turn Riding Lawn Mowers 54"-60"
- 1 - Reel Mower

## Edgers

- 23 - FC 91

## Trimmers

- 35 - FS 91 weed trimmer
- 23 - HL 94/91 hedge trimmers

## Blowers

- 3 - BGA 300 Battery Operated Backpack Blowers
  - Will be in use for this contract specifically
- 44 - Stihl BR 600 + 800 Backpack Blowers
- 2 - Billy Goat Push Blowers

## Vehicles

- 12 - Ford F150's
- 8 - Ford 250's
- Supervisor trucks

## Other Misc. Equipment

- 12 - enclosed trailers
- 1 - open trailer
- 8 - chain saws
- 10 - push mowers

### Exhibit D – Price Schedule

Routine Landscape Maintenance (excluding mulch and pine straw)	Annual Cost
Kiawah Island Parkway and Leisure Trail	\$62,008.20
Roundabout (Circle)	\$6,889.80
Municipal Center	\$41,338.80
Beachwalker Drive and Leisure Trail	\$27,559.20
Irrigation Maintenance/Monitoring/Quarterly Inspections for all areas	\$2,800
Annual aeration of all turf areas within the contract	\$1,500
Tree Management	\$2,000
Warranty for all plant material (includes plants and installation)	\$100
Soil testing	\$500
Subtotal	\$144,696

Mulch and Pinestraw	Quantity per application	Annual Cost
Kiawah Island Parkway and Bike Path (double shredded hardwood mulch 1x)	290 Cubic Yards	\$20,300
Roundabout (double shredded hardwood mulch 1x)	10 Cubic Yards	\$700
Municipal Center (Longleaf pine straw 2x per year)	2700 Bales	\$12,150
Beachwalker Drive and Bike Path (Longleaf pine straw 2x per year)	2700 Bales	\$12,150
Subtotal		\$45,300

<b>Total Cost</b>	<b>\$189,996</b>
-------------------	------------------

Additional Pricing for Reference	Cost
Double-shredded hardwood mulch per cubic yard (installed)	\$65-\$70 per yard <small>price dependent on quantity</small>
Longleaf pine needles per bale (installed)	\$7.25
Laborer hourly rate	\$37.50 <small>same price for storms</small>
Supervisor hourly rate	\$75 <small>same price for storms</small>
Subtotal	

NAME OF COMPANY: Artigues Landscape & Maintenance

By:   
Signature

Maurice J. Artigues, III  
Print Name

Title: Owner & President (i.e., Owner, Partner, Corporate Officer, etc.)

Address: PMB 187, 295 Seven Farms Drive, Suite C

City: Charleston State: SC Zip: 29492

Telephone Number: 843-514-8684 Business Fax Number: \_\_\_\_\_

Is your firm a \_\_\_\_\_ Corporation,  Sole Proprietorship, or \_\_\_\_\_ Partnership?

If incorporated, please list state of incorporation: \_\_\_\_\_

FEIN or SSN: Federal Tax ID: 81-2980978

# BUSINESS LICENSE CERTIFICATE

# TOWN OF KIAWAH ISLAND

4475 BETSY KERRISON PKWY  
KIAWAH ISLAND, SC 29455  
Phone: (843) 768-9166 FAX (843) 768-4764

**Artigues Landscape and Maintenance**  
PMB 187, 295 Seven Farms Drive Suite C  
Charleston, SC 29492

# 2024

**BUSINESS NAME:**

Artigues Landscape and Maintenance

**BUSINESS DESCRIPTION:**

Landscape Architectural /  
Design

**BUSINESS OWNER:**

Maurice Artigues

**Class**  
5

**BUSINESS LOCATION:**

PMB 187, 295 Seven Farms Drive Suite C  
Charleston, SC 29492

**NAICS CODE:**  
541320

**BUSINESS LICENSE NUMBER:** SBL20-000676

**Account Number:** 20-004377

**Business License Number:** SBL20-000676

**Effective Date:** 08/01/2024

**Expiration Date:** 04/30/2025

**RESIDENT BUSINESS MUST POST IN A CONSPICUOUS PLACE. NON RESIDENT BUSINESS MUST KEEP IN POSSESSION. NOTIFY THE BUSINESS LICENSE OFFICE OF ANY CHANGES IN LOCATION OR OWNERSHIP.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER Taylor Agency PO Box 30609  Charleston SC 29417		CONTACT NAME: Summer Griffith PHONE (A/C, No, Ext): (843) 762-1805 E-MAIL ADDRESS: sgriffith@tayloragency.com FAX (A/C, No): (843) 795-3193	
INSURED		INSURER(S) AFFORDING COVERAGE	
ARTIGUES LANDSCAPE & MAINTENANCE LLC 295 SEVEN FARMS DR PMB 187 DANIEL ISLAND SC 29492-8001		INSURER A: Selective of the Southeast	NAIC # 39926
		INSURER B: Builders Mutual Ins. Co.	10844
		INSURER C: Evanston Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2462122831 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	S 2233205	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP0037852 02	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			S 2233205	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	WCP1085650 02	06/28/2024	06/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Herbicide/ Pesticide			S 2233205	06/30/2024	06/30/2025	Per Occurrence \$300,000 Aggregate \$300,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Kiawah Island, the owner, the architect, and the architect's consultants are included as additional insured in regards to General Liability on a primary and non-contributory basis.

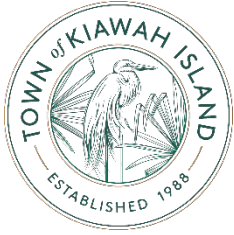
### CERTIFICATE HOLDER

Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
  
Johns Island SC 29492

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Summer Griffith*



# TOWN OF KIAWAH ISLAND

## REQUEST FOR PROPOSAL Comprehensive Landscape Maintenance and Related Services

### 1. OVERVIEW

The Town of Kiawah Island, South Carolina ("Town"), is requesting sealed Proposals from qualified firms to provide Comprehensive Landscape Maintenance and Related Services (the "Services" or "Project") for all town-owned properties and facilities, emphasizing environmental stewardship and sustainability.

**2. SCOPE OF SERVICES.** The Scope of Services and required Equipment are outlined in Exhibits A and B, respectively. Services consist of comprehensive and regular landscape maintenance and related tasks including, but not limited to:

- Mowing
- Weeding
- Edging
- Trimming
- Pruning
- Mulching
- Fertilizing
- Pesticide treatment
- Hurricane/storm preparation and recovery services (on-demand)

The Town reserves the right to accept and award any or all of the Services to multiple firms on a nonexclusive basis.

**3. ENVIRONMENTAL PRIORITIES.** In alignment with the Town's environmental priorities, contractors are expected to:

1. The Town mandates the use of electric leaf blowers. Bidders are encouraged to propose and list any additional electric-powered equipment they plan to use for the Services at the commencement of the contractor phased-in. Proposals demonstrating a broader use of electric-powered equipment will factor in the scoring criteria.
2. Support the Grow Native initiative, which aims to increase the use of native plants in landscaping projects across the island. This includes (a) prioritizing native plants in all new plantings and replacements, (b) using the Grow Native Plant Database for plant selection, (c) proposing native alternatives for replacements and new plantings, and (d) adapting maintenance practices to support native plants.

Bidders should demonstrate their ability to meet these requirements in their proposals.

## 4. SUBMISSION INSTRUCTIONS

### 4.1. Proposal Submission

- Submit four (4) printed copies and one electronic version of the completed proposal.
- **Deadline: 2:00 pm on Friday, November 15, 2024**
- Address: Town of Kiawah Island, 4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455
- Mark sealed envelopes: "Town of Kiawah Island Landscape Services"
- Email electronic version to Petra Reynolds, Town Clerk, at [preynolds@kiawahisland.org](mailto:preynolds@kiawahisland.org)

### 4.2. Inquiries

Direct all questions to Brian Gottshalk, Public Works Director:

- Email: [bgottshalk@kiawahisland.org](mailto:bgottshalk@kiawahisland.org)
- Phone: (843) 768-9166

### 4.3. Proposal Requirements

- Complete all pages of the 'Submittal Forms' (Exhibit C) and provide all requested information.
- Price schedule (Exhibit D)
- Incomplete proposals may be declared non-responsive and rejected.
- The Town reserves the right to reject any or all proposals, waive irregularities, and accept the proposal deemed in the best interest of the Town.
- The Town is not obligated to select the lowest bid.

### 4.4. Pre-Proposal Conference and Site Visit

- **Date: Friday, November 1, 2024**
- Time: 11:00 a.m.
- Attendance is encouraged but not mandatory.
- All attendees will receive answers to questions asked or submitted.
- Proposers must visit all service areas before submission to familiarize themselves with the landscapes and conditions that may affect the required services.

**5. GENERAL TERMS AND CONDITIONS.** The successful Bidder(s) will be required to enter into the Town's standard form of contract reflecting the Scope of Services herein and other relevant terms and conditions.

### 5.1. Contract Duration

The successful bidder contract will run for three (3) years (January 1, 2025 - December 31, 2027), with an option to extend for two (2) additional one-year periods if both parties mutually agree.

## **5.2. General Information**

- (a) During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers or to allow correction of errors or omissions.
- (b) The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions in the Request for Proposals unless clearly and expressly noted in the proposal submitted and confirmed in any resulting contract between the Town of Kiawah Island and the firm selected.
- (c) There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

## **5.3. Submission and Withdrawal of Proposals**

- (a) Proposals are to be submitted in sealed envelopes, marked, and addressed as directed in this RFP. Failure to do so may result in premature or failure to open such proposals.
- (b) Sealed proposals shall be submitted by mail or in-person to Petra Reynolds, Town Clerk for the Town of Kiawah Island, at 4475 Betsy Kerrison Parkway, Kiawah Island, SC, 29455.
- (c) Bidders mailing proposals should allow sufficient mail delivery time to ensure the Town receives them in a timely manner. Any proposals received after the scheduled deadline on the closing date will be immediately disqualified.
- (d) If erasures or other changes appear on the document, the person signing the proposal must initial each erasure or change.
- (e) Proposals may be withdrawn by written request received from the Bidder prior to the submittal deadline. If not withdrawn by the Bidder, all bids and content therein will be valid for 30 days from the submittal deadline.

## **5.4. Preparation of Proposal**

- (a) All proposals should be complete and carefully worded and must convey all the information requested by the Town. If errors or exceptions are found in the Bidder's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- (b) The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and any supplementary presentation (including any oral presentation) requested by the Town.
- (c) Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to bind the business entity submitting the proposal legally.
- (d) The Town prefers a single, qualified company or entity to be responsible for providing the services described herein.

## 5.5 Non-Collusion Oath

Every Proposal must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or, in the case of a corporation, by a duly authorized representative of the said corporation. The Non-Collusion Oath is provided herein. (See Submittal Forms).

## 5.6 Addendums and Changes

No oral interpretation will be made to any Respondent regarding the meaning of the Documents or any part thereof. All requests for interpretation must be submitted in writing to the Town of Kiawah Island, ATTN: Brian Gottshalk, 4475 Betsy Kerrison Parkway, Kiawah Island, South Carolina, 29455. Questions may be emailed to [bgottshalk@kiawahisland.org](mailto:bgottshalk@kiawahisland.org), but it is the sender's responsibility to confirm receipt by the Town. Only written inquiries received ten (10) or more working days prior to the RFP opening date will receive a response.

## 5.7 Ownership of Documents

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the Town pursuant to this RFP including correspondence relating to this RFP) shall, upon delivery to the Town, become the property of the Town.

## 5.8 Selection Process

- (a) All proposals received shall be subject to an evaluation by a review committee of the Town, which will review and analyze all submittals to rate the firms and make a recommendation to the Ways and Means Committee, the Mayor, and the Town Council. The selection shall be made in order of preference based on the criteria included in this RFP.
- (b) Each submittal will be evaluated based on the following factors:

<b>Category</b>	<b>Maximum Points</b>
Price	50
Electric Equipment	20
References & Professional Experiences	30
<b>Total</b>	<b>100</b>

- (c) The Town may request oral presentations or discussions with any or all Bidders to clarify or amplify the material presented in any part of the proposal. However, Bidders are cautioned that this provision is not mandatory; therefore, all cost and technical proposal sections should be complete, concise, and reflect the most favorable terms available from the Bidder.
- (d) Any or all submittals may be rejected in whole or in part as may be specified in this RFP when it is in the best interest of the Town.
- (e) During the review process, the Town may request additional financial information from all Bidders.

## **5.9 Award**

The award shall be made to the responsible Bidder whose proposal is the most advantageous to the Town of Kiawah Island, considering the evaluation factors outlined in this RFP.

### **5.10 Notice of Award of Contract**

- (a) A written Notice of Award of Contract will notify the successful Bidder of acceptance of its proposal. The successful Bidder shall not undertake any work, and the Town will not be responsible for payment of any work whatsoever undertaken by the successful Bidder prior to issuance of the Notice to Proceed.
- (b) The successful Bidder shall be required to execute the Town's standard form of contract before work can proceed.

### **5.11 Notice to Proceed**

A "Notice to Proceed" will be issued only after the mayor and the successful Bidder have executed the contract and have submitted acceptable Insurance Certificate(s) and Endorsement(s), as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

### **5.12 Bidder Representations**

By submitting a proposal, each Bidder represents that:

- (a) The Bidder has read and understood this RFP (including all specifications and attachments) and that his proposal is made in accordance therewith.
- (b) The Bidder has reviewed the RFP, become familiar with the local conditions under which the work is to be performed, and correlated personal observations with the proposal's requirements.
- (c) The proposal is based on the terms, materials, systems, and equipment this RFP requires, without variance.
- (d) The Bidder is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so professionally and timely using the successful Bidder's best skill and attention.

### **5.13 Equipment and Staffing**

- (a) Equipment, materials, and supplies are to be a part of the service provided (Exhibit B); all equipment, materials, and supplies incorporated in work covered by the RFP and provided by the successful Bidder are to be the most suitable grade for the purpose intended. When requested, the successful Bidder shall furnish the Town with the name of the manufacturer, the model number, and other identifying data and information respecting the equipment's performance, capacity, nature, and rating for approval.

- (b) By signing its proposal, the successful Bidder will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use its best skill and attention to provide the above-described work in a professional, timely manner.

#### **5.14 Insurance Requirements**

At its own expense, the successful bidder shall keep in force and always maintain the insurance requirements outlined in this RFP during the term of any contract resulting from this RFP. (See Submittal Forms)

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

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

#### **5.15 Rejection of Proposals**

The Town reserves the right, without prejudice, to reject, in whole or in part, any proposals received, waive all technicalities, or negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the Town. It also reserves the right to be the sole judge of the suitability of any and all proposals for use by the Town.

The Town reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications.

**[Intentionally left Blank]**

## Exhibit A – Scope of Services

### SCOPE OF SERVICES

#### Covered Areas

1. Municipal Center grounds at 4475 Betsy Kerrison Pkwy
2. Kiawah Island Parkway and leisure trail
3. Beachwalker Drive and leisure trail ending at Beachwalker County Park
4. The Flagpole area and Roundabout at Freshfields Village
5. The Flagpole area and surrounding median located before the intersection of Kiawah Island Parkway and Beachwalker Drive
6. The landscape ‘triangle’ area within the intersection of Kiawah Island Park and Beachwalker Drive
7. Town’s rights of way area along on Beachwalker Drive and Kiawah Island Parkway
8. Sora Rail (Solid Waste and Recycling Center)

#### MAINTENANCE REQUIREMENTS

The routine landscape maintenance required varies by season and must include the following for all Covered Areas:

##### *Year-round – January through December*

1. **Edging** (Weekly)
  - Maintain clean and smooth edges for all roadways and path edges
2. **Mowing** (Weekly)
  - Mow lawn areas
3. **Weed and Invasive Vines Control** (Weekly as needed)
  - Submit product information for all herbicides used in plant beds
  - Organic weed products preferred
  - Hand-pull weeds in flowering perennial beds to protect pollinators
4. **Trash and Debris Removal** (3 times per week) – Preferred schedule: Monday, Thursday, and Saturday
  - Empty trash cans and pick up litter/debris in all areas. Remove all debris, disposing of it offsite (not in marsh or woods)
  - Blow roadways, parking lots, and leisure trails
  - Keep roadways and leisure trails free from dirt, mulch, pine straw, and other debris. Remove all debris, disposing of it offsite (not in marsh or woods)
  - Check catch basins as requested and after storms
5. **Pruning** (As needed)
  - Prune for plant health and vehicular and pedestrian safety
  - Maintain the natural shape of existing trees, shrubs, and grasses

*Growing Season – April through October*

**6. Fertilization** (As needed)

- Submit recommended fertilization schedule for all beds and lawn areas
- Provide product information for pollinator-friendly fertilizers
- Organic fertilizers preferred

**7. Chemical Applications to Turf** (As needed)

- Submit lawn care schedule and product information
- Ensure treatments are not detrimental to pollinators or surrounding landscapes
- Organic lawn care products preferred

*Dormant Season – November-March*

**8. Chemical Applications to Turf** (As needed)

- Submit lawn care schedule and product information
- Ensure treatments are not detrimental to pollinators or surrounding landscapes
- Organic lawn care products preferred

*Additional maintenance requirements*

**9. Irrigation System Management**

- a. Contractor is responsible for maintenance, repairs, and timing of irrigation systems
- b. Monthly inspections for broken heads, lines, valves, timers, and water coverage patterns
- c. Make repairs and adjustments with Town approval
- d. Promptly report malfunctioning valves, pumps, drip lines, spray heads, or timers to the Town
- e. Provide material pricing for approval before repairs
- f. Conduct initial system inspection within 45 days of contract start, reporting any existing damage or incorrect operation
- g. Keep records of routine inspections as well as issues and repairs that can be sent to an authorized representative of the Town

**10. Plant Warranty**

- a. Warranty of all plant material within landscape beds and sod for the contract duration
- b. Include both plant cost and labor for replacements
- c. Excludes damage from "Acts of God"

**11. Turf Aeration**

- a. Perform annually for all turf areas

**12. Tree Management**

- a. Remove accessible palm fronds, dead, broken, or unsightly tree limbs
- b. Remove invasive vines

- c. Conduct semi-annual inspections (Spring & Fall) of all trees in Covered Areas
- d. Present maintenance recommendations to the Town

### 13. Soil Testing

- a. Provide annual soil testing for each area (max 50 locations)
- b. Test locations must be representative, field-identified, and Town-approved
- c. Use results to guide fertilizer and chemical applications
- d. Provide certified horticulturalists recommendations for chemical applications

### 14. Post-Storm Clean Up

#### a. Major Events:

- Definition: Events that cause widespread damage, requiring a coordinated, large-scale response
- Examples: Hurricanes, tropical storms, severe flooding, or other disasters that affect a significant portion of the Town
- Response: The town will activate FEMA emergency response contracts

#### b. Minor Events:

- Definition: Localized or less severe weather events that cause limited damage
- Examples: Thunderstorms, minor flooding, high wind events, or small-scale incidents affecting Town property
- Response: Contractor to respond within 24 hours (or when safe)
  - Clear roadways and leisure trails of debris
  - Remove fallen trees, branches, palm fronds, and other debris from Town property to the Contractor's debris reduction or disposal site
  - Restore all affected areas to pre-existing conditions
  - Conduct irrigation inspection on all Town property

#### c. Determination of Event Scale:

- The Town's Public Works Director or designated official will make the final determination on whether an event is classified as "major" or "minor"
- This determination will be communicated to the contractor as soon as possible following the event

#### d. Contractor's Responsibilities:

- Be prepared to respond to both types of events
- Maintain open communication with Town officials before, during and after any weather event
- For major and minor events, document all work performed and additional costs incurred for potential reimbursement

### *Property Specific Requirements*

#### 1. Municipal Center

- 21-acre site, Town's main office

- Landscape: Grasses, roses, perennials, lawn areas, and trees surrounding the center and parking area
  - Maintenance: Follow the above maintenance requirement schedule
  - Additional:
    - Apply pine straw to all bed areas twice per year
    - Empty 3 trash cans according to the trash removal schedule. The 45-gallon trash receptacles are located at the main entrance, the egress to council chambers on the Southeast portion of the building, and by the contractor lobby on the North side of the building
2. **Flagpole and Roundabout (Circle)**
- Features: Native perennial/grass bed in center island, turf, trees, and four island beds along road accesses
  - Maintenance: Follow the above maintenance requirement schedule
  - Additional:
    - Annual application of 2" double-shredded hardwood mulch to all bed areas
    - Quarterly mulch applications in washout areas (upon Town authorization)
3. **Kiawah Island Parkway**
- Approximately 2.4-mile island causeway with leisure trail
  - Extends from Roundabout to Beachwalker Drive intersection, including raised landscaped medians
  - Features: Planting beds, trees and turf areas on both sides
  - Special areas:
    - Two annual planting beds requiring biannual change-out:
      1. In front of the Town sign near the roundabout
      2. In front of the Kiawah Island sign in the median before the intersection of Kiawah Island Parkway and Beachwalker Drive
  - Maintenance: Follow the above maintenance requirement schedule
  - Additional:
    - Annual application of 2" double-shredded hardwood mulch to all bed areas
    - Empty 3 trash cans according to the trash removal schedule located at the marsh access by the Kiawah River Bridge and two others on the leisure trail along the Kiawah Island Parkway
4. **Beachwalker Drive**
- Approximately one (1) mile long
  - Features: Several landscape beds on both sides of the roadway, trees, and shrubs
  - Maintenance: Follow the above maintenance requirement schedule
  - Additional:
    - Apply pine straw to all bed areas twice per year
    - Empty 1 trash can according to the trash removal schedule

5. **Sora Rail (trash and recycling center)**

- Clean-up Schedule:
  - Twice Weekly
    - Pick up litter and debris from the entire site
    - Sweep or blow clean concrete dumpster pad and recycled asphalt apron
    - Trim and maintain vegetation around the perimeter of the site

## **Exhibit B – Equipment Requirements**

### **Equipment Requirements**

Proposers should outline their plan for using electric-powered equipment to perform the required services. This should include:

- Electric-leaf blowers are mandatory
- A list of electric equipment to be used
- A timeline for transitioning to electric equipment, if not already implemented
- Any anticipated challenges and proposed solutions for using electric equipment



## Exhibit C – RFP Checklist and Submittal Forms

NOTE: These items are the criteria for evaluating your proposal. Please make sure that the following items are included with your submittal:

- Submittal Form (Required)
- Non-Collusion Oath (Required)
- Documentation of Insurance Coverage (Required)
- Copy of Business License (If applicable)
- Minority/Women-Owned Business Certification (Preferred but not required)
- Organization Information – (Required)
- Personnel List (i.e., names of persons to be used in this engagement) (Required)
- Equipment List - List equipment to perform the scope of work.
- References (Required)

You do not have to submit the Bidder's Checklist, which is included for your convenience. However, you must provide all required information.

Failure to submit the required items may deem your submittal to be non-responsive.

DATE: \_\_\_\_\_, 2024

**ORGANIZATIONAL INFORMATION**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED BIDDER REPRESENTS:**

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

**I. PERSONNEL:**

Provide a list of personnel that will be committed to this engagement and their job function.

---

---

---

---

---

---

---

---

---

---

**II. EXPERIENCE:**

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

1. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**II. EXPERIENCE (Continued):**

2. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

3. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

4. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

5. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**BUSINESS LICENSE:**

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

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

\_\_\_ Yes \_\_\_ No If yes, list the number \_\_\_\_\_

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

**INSURANCE:**

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

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

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

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

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

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

**INDEMNIFICATION**

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

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

**MINORITY/WOMEN-OWNED ENTERPRISE:**

Are you a Minority or Woman-Owned business? \_\_\_ Yes \_\_\_ No

If so, are you certified? \_\_\_ Yes \_\_\_ No

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

### NON-COLLUSION OATH

COUNTY OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Bidder herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Authorized Signature for Bidder

Please print Bidder's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### Exhibit D – Price Schedule

Routine Landscape Maintenance (excluding mulch and pine straw)	Annual Cost
Kiawah Island Parkway and Leisure Trail	
Roundabout (Circle)	
Municipal Center	
Beachwalker Drive and Leisure Trail	
Irrigation Maintenance/Monitoring/Quarterly Inspections for all areas	
Annual aeration of all turf areas within the contract	
Tree Management	
Warranty for all plant material (includes plants and installation)	
Soil testing	
Subtotal	

Mulch and Pinestraw	Quantity per application	Annual Cost
Kiawah Island Parkway and Bike Path (double shredded hardwood mulch 1x)	Cubic Yards	
Roundabout (double shredded hardwood mulch 1x)	Cubic Yards	
Municipal Center (Longleaf pine straw 2x per year)	Bales	
Beachwalker Drive and Bike Path (Longleaf pine straw 2x per year)	Bales	
Subtotal		

<b>Total Cost</b>	
-------------------	--

Additional Pricing for Reference	Cost
Double-shredded hardwood mulch per cubic yard (installed)	
Longleaf pine needles per bale (installed)	
Laborer hourly rate	
Supervisor hourly rate	
Subtotal	

NAME OF COMPANY: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Print Name

Title: \_\_\_\_\_ (i.e., Owner, Partner, Corporate Officer, etc.)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_

Is your firm a \_\_\_\_\_ Corporation, \_\_\_\_\_ Sole Proprietorship, or \_\_\_\_\_ Partnership?

If incorporated, please list state of incorporation: \_\_\_\_\_

FEIN or SSN: \_\_\_\_\_



**TAB 10**

---

# **TOWN COUNCIL**

**Agenda Item**

**THE TOWN OF KIAWAH ISLAND**

**RESOLUTION 2024-05**

**A RESOLUTION AUTHORIZING THE ADOPTION AND IMPLEMENTATION OF  
AN UPDATED ACCOUNTING POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, on July 11, 2017, the Town Council of the Town of Kiawah Island adopted the Accounting Policies and Procedures Manual in order to assure consistent and uniform accountability and to maintain compliance with the laws and regulations that govern the Town’s finances; and

**WHEREAS**, the Accounting Policies and Procedures Manual was last amended on July 7, 2020; and

**WHEREAS**, the Town’s Finance Department, upon further review, now finds it prudent to make additional amendments and has created an updated Accounting Policies and Procedures Manual attached hereto; and

**WHEREAS**, the Town Council of the Town of Kiawah Island has determined that it is appropriate to adopt the updated Accounting Policies and Procedures, which is attached hereto as “Exhibit A.

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

**Section 1                      Resolution**

The Town Council for the Town of Kiawah Island hereby resolves to adopt and authorize the implementation of the attached Accounting Policies and Procedures Manual.

**Section 2                      Effective Date and Duration**

This resolution shall become effective on the date of passage of the resolution.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 3<sup>RD</sup> DAY OF DECEMBER 2024.**

\_\_\_\_\_  
**Bradley D Belt, Mayor**

\_\_\_\_\_  
**Petra S. Reynolds, Town Clerk**

**TOWN OF KIAWAH ISLAND**



**ACCOUNTING  
POLICIES  
and  
PROCEDURES**

Proposed 2024 Revisions

## TABLE OF CONTENTS

INTRODUCTION AND PURPOSE .....	3
GENERAL GOVERNMENT ORGANIZATIONAL STRUCTURE.....	4
FINANCIAL MANAGEMENT SYSTEM .....	6
General Principles.....	6
Basis of Accounting .....	6
Fund Accounting.....	6
FUNDS AND ACCOUNT GROUPS .....	7
Chart of Accounts .....	8
BUDGETING AND BUDGETARY CONTROLS .....	9
Requirements .....	9
Budget Process.....	9
FINANCIAL REPORTING.....	11
Monthly Reporting .....	11
Quarterly Reporting .....	11
Annual Audit.....	11
Annual Reporting.....	12
Outside Financial Reporting .....	12
FUND BALANCE AND RESERVE POLICIES.....	14
Monitoring and Reporting .....	14
Replenishment of Unreserved, Designated for Fiscal Stability Fund Balance.....	14
Reserve Policies in Other Funds .....	14
INTERNAL CONTROLS .....	16
Review and Evaluation .....	16
Deficiencies.....	16
Duties and Responsibilities.....	16
CASH MANAGEMENT.....	18

Banking.....	18
Cash Handling and Deposits .....	18
Change Funds .....	19
Cash Disbursements .....	19
Invoice Review.....	20
Reconciliation of Credit Accounts .....	20
Processing of Checks .....	20
Manual Checks.....	21
Credit Cards .....	21
<b>PURCHASING AND PROCUREMENT .....</b>	<b>22</b>
Informal Purchasing Procedures.....	22
Formal Purchasing Procedures.....	22
Contracts Administration .....	23
<b>HUMAN RESOURCES AND PAYROLL .....</b>	<b>25</b>
Personnel.....	25
Processing of Payroll and Distribution of the Payroll.....	25
<b>DEBT MANAGEMENT .....</b>	<b>27</b>
<b>PROPERTY MANAGEMENT AND INSURANCE .....</b>	<b>28</b>
<b>FRAUD POLICY AND FRAUD RISK MANAGEMENT.....</b>	<b>29</b>
Zero Tolerance Policy .....	29
Prohibited Acts .....	29
Reporting of Fraud.....	30
False Allegations .....	30
Corrective Actions .....	30
Ethical Conduct and Conflict of Interest .....	31
<b>APPENDIXES .....</b>	<b>34</b>

## INTRODUCTION AND PURPOSE

This Accounting Manual provides means for formalized, systematic documentation and communication of accounting policies and procedures established by the Town of Kiawah Island Finance Office. This manual provides guidance on how to record, maintain, monitor, and report on Town's assets and liabilities, as well as revenue collection, and disbursements. This manual also demonstrates the Town's commitment to strong financial operations and to maintain controls providing for efficient and secure financial management of the Town in accordance with State Law, the Town of Kiawah Island Code of Ordinances Generally Accepted Accounting Principles (GAAP), and the standards set by the Governmental Accounting Standards Board (GASB).

This manual has been divided into multiple sections representing the key financial processes/classes of transaction, with specific policies and procedures developed for each.

The purpose of this manual is to provide comprehensive and ~~instructions~~understandable directions to all Town employees in their day-to-day duties. It should be used to ensure employee understanding and compliance with Town's finance policies and procedures. The Town's employees shall:

- 1) Perform their duties in accordance with the appropriate recognized ethical and legal standards and comply with Town's Code of Ethics;
- 2) Practice honesty and integrity in all aspects of their work;
- 3) Exhibit professionalism in the workplace, and conduct themselves in a way that will continue to promote the public's confidence in the integrity of the Town;
- 4) Fulfill their assigned responsibilities, and be proactive in developing the skills necessary to provide high job performance;
- 5) Exercise fiduciary responsibility with respect to safeguarding the Town's assets;
- 6) Exercise custodial responsibility with respect to the use of Town's property and resources;
- 7) Comply with Federal and State laws and regulations and Town's policies and procedures.

## GENERAL GOVERNMENT ORGANIZATIONAL STRUCTURE

The Town of Kiawah Island operates under the Mayor-Council form of government pursuant to S.C. Code 5-5-10.

Town Council, comprised of five members, including the Mayor, is responsible for enacting ordinances, establishing departments and prescribing functions, appointing the Treasurer, Town Clerk, Town Attorney, and Municipal Judge, adopting a balanced budget, and exercising all other powers conferred by state law. Town Council may appoint a Town Administrator to assist the Mayor.

Mayor, in addition to serving as a member of the Town Council, is the chief administrative officer of the Town responsible for supervising departments, appointing and removing employees pursuant to personnel policies adopted by Town Council, preparing and submitting a budget to Town Council, making an annual financial report to the public and Town Council, and ensuring the faithful execution of laws.

Town Administrator, appointed by Town Council, is responsible for assisting the Mayor with the overall administration and ~~the overall administration of the Town. The Administrator is responsible to Town Council for maintenance of all~~ affairs of the Town of Kiawah Island, and exercising such duties and functions as may be delegated by the Mayor or Town Council. ~~All Department Heads report to the Town Administrator.~~

~~Town Clerk, appointed by Town Council, performs a variety of routine and complex clerical, secretarial, and administrative work in keeping official records, providing administrative support to staff, elected officials and committees, assisting in the administration of the standard operating policies and procedures of the Town.~~

Finance Department administers the financial affairs of the Town, including cash management, accounting, budget preparation and monitoring, investing Town funds, capital assets accounting, payroll, waste billing and collection, business license issuance, accounts payable and receivable, court, and provide financial customer service to other departments, employees and vendors. The department comprises of four employees:

Town Treasurer, appointed by the Town Council, directs all aspects, activities, and functions on matters related to the management of the Town funds.

~~Accountant 1~~ Accounting Business License Specialist performs complex and routine clerical, bookkeeping, and administrative work related to ~~in~~ accounts receivable, payroll, ~~and general administration~~ and purchasing. It also performs a variety of duties involved in the issuing, processing and collection of business licenses and permits.

~~Accountant 2~~ Accounting Specialist Court Clerk /Clerk of Court performs complex and routine

clerical, bookkeeping, administrative, and data processing work in the billing of Municipal Court, accounts payable and utility operations.

**Town Receptionist/Finance Assistant** performs routine clerical and administrative work in answering phone calls, receiving the public and providing customer assistance and information, as necessary. [Additionally, it provides support additional functions for the finance department.](#)

**Short Term Rental Compliance Clerk** performs a variety of complex clerical and administrative work in the compliance of short-term rental properties [on](#) the Kiawah Island.

[The complete structure of the Town is presented in the organizational chart in appendix A](#)

# FINANCIAL MANAGEMENT SYSTEM

## General Principles

In order to assure consistent and uniform accountability and to maintain compliance with the laws and regulations which govern the Town's finances, the Town adheres to federal, state, and local principles and standards as they apply to its operations.

A governmental accounting system must make it possible to: present fairly and with full disclosure the financial position and results of financial operations of the funds and account groups of the governmental unit in conformity with generally accepted accounting principles, determine and demonstrate compliance with finance-related legal and contractual provisions, and maintain adequate internal controls to ensure proper accountability of public funds.

The Town's financial management system adheres to generally accepted accounting principles (GAAP) and the prescribed standards by recording transactions and preparing basic financial statements in conformity with GAAP and using supporting schedules to demonstrate compliance with other legal and contractual provisions. Uniform application of these standards is achieved by recording and reporting similar transactions in a consistent manner from period to period. Finally, per adopted and codified Town Ordinances and Finance Department implemented policies and procedures, the Town maintains accurate accountability and assures proper authorization in the use of public funds.

## Basis of Accounting

All Town Governmental fund revenues and expenditures should be recognized on the modified accrual basis. Revenues should be recognized in the accounting period in which the Town becomes entitled and are measurable. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures should be recognized in the accounting period in which the fund liability is incurred, if measurable, with the exception of accrued interest on general long-term debt, which should be recognized when due.

## Fund Accounting

Governmental accounting systems should be organized and operated on a fund basis. A *fund* is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and change therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

The primary purpose of governmental fund accounting is to reflect revenues and expenditures relative to their sources and categorize their uses of financial resources and those designated assets, related liabilities, and net financial resources which are available for subsequent appropriation and expenditure.

The Town's resources are allocated to and accounted for in separate funds and account groups based upon the purposes for which they are to be spent and the means by which their activities are controlled. The types of funds and account groups discussed in this section are limited to those usually utilized by the Town.

## FUNDS AND ACCOUNT GROUPS

All of the Town's accounts are identified in accordance with the Town's chart of accounts. The first three digits represent the fund, the next five digits represent the department and the next five represent the object or account name. The combination of all twelve digits provides a specific account name for a particular department in the particular fund. The following fund types and account groups are those primarily in use by the Town:

•**100 General Fund** is used to account for all financial resources and related expenditures applicable to Town's general operations. Funding basis is mostly business licenses, building permits, franchise fees and other receipts that are not allocated by law to other funds, or have not been restricted, committed or assigned to other funds are accounted for in the General Fund. General operating expenditures and the capital improvement cost that are not paid through other funds are paid from General Fund. Accounting for this type of fund centers on control of resource flows rather than on matching revenues with expenditures. Actual inflows and outflows are compared with budgeted amounts in order to determine compliance with regulations and restrictions governing the use of the fund resources.

•**200 State Accommodation Tax Fund** is used to account for financial resources received and distributed related to the Town's portion of the 2% accommodation [taxes levied](#) by State of South Carolina and remitted to the Town that are legally restricted to tourism related expenditures, such as advertising and promotion.

•**230 County Accommodation Fund** is used to account for financial resources received and distributed related to the allocation of 2% of the Charleston County Accommodation Fees received that are legally restricted to tourism related expenditures, such as advertising and promotion.

•**240 Local Accommodation Fund** is used to account for financial resources received and distributed related to 1% fee imposed on the rental of any accommodation within the Town that are legally restricted to tourism related expenditures, such as advertising [and promotion](#).

•**250 Beverage Tax Fund** is used to account for financial resources received and distributed related to fee imposed by the State of South Carolina on Sunday liquor sales that are legally restricted to tourism related expenditures, such as advertising and promotion.

•**300 Hospitality Tax Fund** is used to account for financial resources received and distributed related to 2% tax imposed on food and beverage sales within the Town that are legally restricted to tourism related expenditures, such as advertising and promotion.

•**310 Arts & Cultural Fund** is used to account for ticket sales and expenditures related to cultural performances throughout the year.

•**400 Victims' Assistance Fund** is used to account for financial resources received and distributed from the fees from court fines that are restricted for victims' assistance programs.

•**600 Capital Projects Fund** is used to account and report for the financial resources that are restricted for expenditures for certain capital outlays, infrastructure improvements and acquisition of capital assets in reporting year.

•**800 Fixed Assets Fund** is used to establish control and accountability for the Town's fixed assets. Fixed assets are defined as land, improvements to land, buildings, building improvements, vehicles, machinery, equipment, infrastructure, and various tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. The terms capital assets and fixed assets are used interchangeably. The administration of the Town follows GAAP guidelines for recording and depreciating fixed assets in its funds. Capital assets will be accounted for at historical cost or, if the cost is not practicably determinable, at estimated cost. The historical cost will include the cost of any subsequent additions or improvements but exclude the cost of normal maintenance and repairs unless such is determined to either extend the useful life of the asset or enhance the asset's functionality, effectiveness, or efficiency. Donated fixed assets should be recorded at their estimated acquisition value (as estimated by the Town) at the time received.

Fixed assets are not included in the General Fund, as they do not represent financial resources available for expenditure. Since they are not assets of any fund but rather of the entity as a whole, their inclusion in the financial statements of the General Fund would overstate the fund balance, which is the residual equity of net current assets and liabilities. However, fixed assets are shown within governmental activities on the government-wide statements within the Town's financial statements. Therefore, their accountability should be maintained.

All Town capital assets are recorded and tracked on a spreadsheet sub-ledger maintained by the Treasurer containing descriptions for all fixed assets acquired and are depreciated thereon per the schedule shown below:

10-40 years for Buildings and Building Improvements

20-50 years for Infrastructure

3-5 years for Vehicles

10-15 years for Signs

3-5 years for Equipment

3 years for Computers and Software

New capital assets will only be assessed if it can be demonstrated that they are distinctly new items and not the repair of existing items to similar capacity and function. Depreciation on capital assets is calculated annually on a straight-line basis. The Town wide asset capitalization minimum threshold is \$1,000 per item. Periodically the Finance Department conducts an inventory of all fixed assets. Discrepancies are investigated and adjusted. The inventory serves two purposes: to ensure the accuracy of fixed asset information reported for the annual financial report and for insurance purposes.

### **Chart of Accounts**

All of the Town's accounts are comprised of segments that designate the source of the charge. The first three digits represent the fund, the next five digits represent the department and the next five represent the object or account name. The combination of all twelve digits provides a specific account name for a particular department in the particular fund. The detail listing of Accounts for the Town of Kiawah is included in **Appendix A**.

## BUDGETING AND BUDGETARY CONTROLS

### Requirements

The South Carolina Constitution requires all municipal governments establish a budgetary system and approve annual operating budgets. The Mayor and Council annually adopt an operating budget and appropriate funds for the general, special revenues, and capital funds. In accordance with the Town's Code of Ordinances, Section 4-105 (b), the budget is adopted by ordinance requiring two readings. Also incorporated in the process is compliance with the State Code of Laws requiring the advertisement of the budget and a pPublic hHearing on the budget prior to ~~the budget's~~ adoption by the Council.

The adopted budget may be amended at any time during the fiscal year, with the Ways and Means Committee recommendations to the Town Council, which requires ~~after~~ two readings of the revised budget and the public hearing at separate regularly scheduled Town Council meetings.

### Budget Process

The first step in the budgeting process is the establishment of a budget calendar in January of each year. A proposed budget calendar is developed by the Town Administrator and ~~in consultation with~~ the Town Treasurer for approval by the Mayor. ~~–~~ The proposed calendar is reviewed by the Ways and Means Committee and then presented to ~~Committee~~ the Committee and the Town Council for concurrence. The Budget Calendar serves as a guide to ensure necessary processes are completed in order to adopt a budget prior to the beginning of the fiscal year. The Town of Kiawah Island operates on a July 1 to June 30 ~~of the~~ fiscal year. As such, the establishment and adoption of a budget should be complete before July 1 of each ~~every~~ year.

The sample calendar summarizing the general budgetary timeline for the Town of Kiawah Island is presented in **Appendix CB**.

As a part of Town's budget process, once the budget calendar is established, the Department Heads ~~Heads must timely submit~~ ~~are then aware of the timeline for~~ departmental requests to come forward to the Mayor, along with the Town Administrator and Town Treasurer, for inclusion in the document.

Making projections for the revenue budget is one of the more challenging ~~difficult~~ tasks of the budgeting process. The process may determine whether or not the Town will be able to provide the certain services ~~desired by the~~ to the community. The process may involve the reduction in expenses, the reassignment of expenses, and deferral of some expenses in order to balance revenues and expenses. State Law regulates many of the sources of revenue received by the Town and the allocation of revenues. Resources and tools used to make revenue projections include factors like construction growth, business openings, and closings. Projections related to franchise fees are typically made based upon prior years' revenues and considerations regarding any implications which might affect those revenues either up or down. Tourism revenue projections are developed based upon prior years' performance and economic influences which might affect vacation travel choices. These funds include State Accommodations Tax, County and Local Accommodations Tax, and Hospitality Tax. Each of

these funds has specific legislative regulation governing the types of expenditures allowable with the funds. Consideration is given to the expenses anticipated in the budget process, specifically those expenses anticipated in the budget that may be allowable under those funds.

The State Accommodations Tax fund budget requires a review and input from the Town's State Accommodations Tax Committee as governed by South Carolina Code of Laws, Chapter 4, Section 6-4-10. Recommendations from this Committee are only advisory in nature and are communicated to the Ways and Means Committee and the Town Council for their consideration. Town Council may accept the recommendation, not accept it, or modify it. The allocation of the tourism-related expenditures fund should be based on the percentages approved by the Town Council up to the amounts awarded for the current fiscal year. The disbursement of funds awarded to each organization should be contingent on the receipt of the detailed accounting on how the funds were spent. Payments made in quarterly installments should be based on the approved percentages not to exceed the amount collected by the Town in that quarter.

To budget operating expenditures the Town uses prior year audits, prior year financial statements, the budget-to-actual performance in prior and current years, changes in the economy affecting such line items as fuel expense, changes in personnel, and legislative regulation changes that may mandate actions for which there is a corresponding expense in order to comply. During the budgeting for operating expenses, the Town also evaluates potential cost savings opportunities that may be achieved by consolidations of purchasing or elimination of duties and actions that may be outdated, unnecessary and replaced by more efficient processes.

The Town also maintains a **Five-Year**~~Five-Year~~ **Capital Improvements Plan** that projects future capital needs. The staff provides life span to all major capital assets to determine when the items need to be replaced. The estimated cost to replace is then entered into the plan at the appropriate year. Additionally, if the Town has special projects identified and prioritized by the Mayor and Council to be accomplished, i.e., infrastructure or facility renovations, beach repairs; these items are reflected in the plan. Further, the annual review and update of the **Five-Year**~~Five-Year~~ Capital Plan allows items to be removed or added as needed.

Throughout the year, a file is maintained in the Town Treasurer's office, when something occurs that may affect the budget in a subsequent year, a note is placed in that file as a reminder to consider the expense or the savings in the following year's budget process. Such items might be capital items that were not considered in the capital planning process, or new endeavors approved by Town Council that are to be implemented in a subsequent year.

Throughout the fiscal year, the budget document serves as the work plan for the Town for the year in which it is adopted. The Town Treasurer is responsible for preparing monthly budget variance reports in a timely manner and its distribution to key staff. The Department Heads are responsible to monitor expenditures in order ~~an effort~~ to stay within budgetary guidelines and monitor progress on the goals set by Town Council in the adoption of the budget. If over the course of the fiscal year, the Town Council identifies a new goal not covered under the adopted budget but for which funding can be identified, then this action requires a recommendation by the Mayor and vote of Ways and Means and Town Council authorizing the source and the use of those funds. If an activity is not completed or undertaken within a budget year, it may be deemed unnecessary or it may be re-budgeted in a subsequent year.

## FINANCIAL REPORTING

Prior to issuing financial reports, the account balances ~~in General~~[the General](#) Ledger must be brought up to date, reconciled with supporting documents, and critically reviewed [by the Treasurer](#) for completeness to ensure all transactions have been accounted for and were properly recorded, and that all costs and revenues have been correctly determined and allocated to the appropriate cost objectives.

The monthly closing process starts the first week of the month and includes following procedures:

- 1) ~~Accountant~~[Accounting Business License Specialist](#) ensures all the daily deposits are posted and reconciles copies of the deposits and Wells Fargo and merchant company (Open Edge) statements with General Ledger and Bank Statement.
- 2) ~~Accountant~~[Accounting Business License Specialist](#) makes sure all the monthly ACH payments are recorded and gives the journal entry with the supporting documentation to the Treasurer for review and approval prior to posting.
- 3) Treasurer records individual entries, such as investment interest allocation between different funds, operating expenses allocation as budgeted, correction of miscoded items, and transfers between funds.
- 4) Treasurer than performs bank reconciliation utilizing Tyler software and provides the [Mayor or designee](#)~~Town Administrator~~ with the complete reconciled Bank Statement Report for a review. Signed copies of these statements along with bank statements are kept in the binder in the Treasurer's office.

### Monthly Reporting

The Treasurer shall prepare monthly Budget to Actual Reports and distribute to each Department Head to inform them of their current budget execution status and review for any irregularities and needed adjustments. [Those reports are also provided to Ways and Means Committee.](#)

### Quarterly Reporting

Per Town Ordinance, Sec. 4-105 (f), the Town Treasurer shall prepare a quarterly report showing up to date line item information for revenues and expenditures for all funds. The Treasurer's report shall then be reviewed by the Audit Committee, Ways and Means Chairperson, and presented ~~to~~[before](#) the Town Council. Following its acceptance, it shall become a public record. Appropriate interim financial statements and reports should show detail of the Town's current financial position as compared to budgetary estimates and limitations, operating results, and other pertinent information to facilitate the administration's current evaluation of the Town's financial status and results of operation, plan future operations and enable legislative oversight.

### Annual Audit

Per Town Ordinance Sec. 4-103 (a) Audit, the Town Council shall provide for an independent annual audit of all Town financial records and transactions. The audit, completed in accordance with GASB shall be made by a [independent](#) certified public accountant or firm of accountants who have no personal interest direct or indirect, in the fiscal affairs of the municipal government or any of its officers. The

report of the audit shall be filed in the office of the Treasurer as a public record and shall be made available for public inspection. This audit is performed in accordance with federal audit guidelines [in compliance](#) ~~and~~ with generally accepted auditing standards covering financial and compliance audits. Copies of the auditor's report are submitted to all requiring governing bodies, Council Members, Mayor, and agencies that have a direct interest in the financial results of the Town's operations.

### **Annual Reporting**

A comprehensive annual financial report should be prepared and published, covering all funds and account groups of the primary government and providing an overview of all discretely presented component units of the reporting entity. The comprehensive annual financial report should include Management Discussion and Analysis, supplementary information as required by Governmental accounting Standard Board GASB. General-purpose financial statements of the reporting entity may be issued separately from the comprehensive annual financial report. Such statements should include the basic financial statements and notes to the financial statements that are essential to fair presentation of financial position and results of operations and cash flows of those fund types and discretely presented component units that use proprietary fund accounting. These statements may also be required to be accompanied by necessary supplementary information, essential to the completeness of their financial reporting.

### **Outside Financial Reporting**

As a multi-funded [municipality](#)~~agency~~, the Town must provide specific financial information to a variety of grantor agencies, and also comply with federal and state laws. The timing and content of these fiscal reports is varied, and the Town's financial management system must be able to accommodate all reporting requirements as they arise. Therefore, the Town's financial management system is a consolidated system of accounts and related records which provide current and year-to-date financial data from which specific information relating to a particular type of fund or account group, or a specific program area, can be extracted at any given time. A list of these includes, but is not limited to:

- 1) South Carolina Local Government Debt Annual Survey
- 2) South Carolina Annual Municipal Financial Report
- 3) South Carolina Department of Health and Environmental Control Solid Waste Management Services Annual Report
- 4) South Carolina Court Administration Annual Judicial Survey
- 5) Annual Summary of Accommodations Tax Funding Report to Accommodations Tax Expenditure Review Committee
- 6) Annual Statement of Economic Interest Report
- 7) Annual Wage and Tax Statement (Form W-2) and Transmittal of Wage and Tax Statements (Form W-3)
- 8) Annual Summary and Transmittal of US Information Returns (Forms 1096 and 1099-

Misc.)

- 9) Quarterly South Carolina State Sales & Use Tax Filing (Forms ST-3, ST-14)
- 10) Quarterly Employer Contribution and Wage Report ( Forms UCE-120, UCE-101)
- 11) Quarterly Employer's Federal Tax Return (Form 941)
- 12) Quarterly South Carolina Withholding Tax Return (Form WH-1605)) and Annual Withholding Reconciliation (Form WH-1606)
- 13) Monthly Deposit of Retirement Contributions (Form 1244) and Quarterly Contribution Report Summary ( Form 1246)

## FUND BALANCES & RESERVE POLICIES

The Town of Kiawah Island believes that sound financial management principles require that sufficient funds be retained by the Town to provide a stable financial base at all times. To retain this stable financial base, the Town needs to maintain a General Fund Balance sufficient to fund all cash flows of the Town, to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature, and to provide funds for all existing encumbrances.

The Town established the following policies on its Unrestricted Fund Balance:

- 1) **Unrestricted, Designated** for Fiscal Stability – The Town will maintain a fund balance designation for fiscal cash liquidity purposes (i.e. fiscal reserve) that will provide for sufficient cash flow to minimize the potential of short-term tax anticipation borrowing. This amount shall be equal to not less than 30% of the combined budgeted expenditures of the Town General Fund.
- 2) **Unrestricted, Undesignated** Fund Balance - Funds not otherwise reserved or designated as required above represent balances available for appropriation at the discretion of the Town Council. However, the Town Council will ~~make every effort to~~allocate use these undesignated funds for the following purposes:
  - Increase Unrestricted, Designated Fund Balances as deemed necessary.
  - Transfer to the Capital Projects Fund.
  - Use as beginning cash balance in support of annual budget

The Town Council recognizes that any such funds should be appropriated for non-recurring expenditures as they represent prior year surpluses that may or may not materialize in subsequent fiscal years.

### Monitoring and Reporting

The ~~Town of Kiawah Island Administrator and~~ Treasurer shall annually prepare a report documenting the status of the fund balance compared with this policy and present it to the Town Council in conjunction with the development of the annual budget. Should the report disclose there are unrestricted, undesignated funds available; a recommendation for use of said funds shall be presented to the Town Council in the report.

### Replenishment of the Unreserved, Designated for Fiscal Stability Fund Balance

Should the Unrestricted, Designated for Fiscal Stability Fund Balance amount fall below the 30% targeted level, the Town Council ~~will~~must approve and adopt a plan to restore this balance to the target level within 24 months. If restoration of the reserve cannot be accomplished within such period without severe hardship to the Town of Kiawah Island, then the Town Council will establish a different time period.

### Reserve Policies in Other Funds

The Town of Kiawah Island created an Emergency Fund and Capital Improvement Fund as part of the Capital Projects Fund to reserve for financial emergencies caused by natural disasters and future

capital projects.

- 1) Emergency Fund is funded from Local Accommodation (LATAX) and Hospitality Tax Funds. 20% of revenues derived from LATAX and Hospitality Tax are transferred to Emergency Fund at the end of the fiscal year. The reserves in this fund are dedicated to disaster recovery caused by natural disasters such as hurricane or flooding.
- 2) Capital Improvements Fund is funded from LATAX and Hospitality Tax Funds. 20% of revenues derived from LATAX and Hospitality Tax are transferred to Capital Improvements Fund at the end of the fiscal year. The reserves in this fund should be used for infrastructure improvements and beach renourishment.

## INTERNAL CONTROLS

The Town establishes these standards and procedures for the design and operation of the system of internal controls in order to safeguard the Town's assets. Internal controls consist of all steps taken by the organization to:

- 1) Protect its resources against waste, fraud, and inefficiency;
- 2) Ensure accuracy and reliability in accounting data and financial reporting;
- 3) Secure compliance with the policies of the organization as well as compliance with external local, state, and federal laws and regulations.

~~Administration~~ The Mayor, Town Administrator and Treasurer are primarily responsible for ~~should identify~~ identifying, analyzing, and managing risks related to the Town's objectives. All processes should be evaluated for inherent risks and potential fraud, whether unintentional or an intentional error. The process of identifying and analyzing risk is a continual process and controls modified as changes occur in the operating environment. Town Administration directives are communicated through written policies and procedures. ~~Town Administration, with input from Mayor and Town Council, should assess~~ The effectiveness of this ~~its~~ policies and procedures should be assessed on a regular basis. ~~own~~ Administration has the responsibility to review and measure the effectiveness of the controls established for the Town. Policies and procedures will be reviewed on a periodic basis to evaluate effectiveness. Town Administration has the responsibility to make recommendations for improvements in internal control and for responding to and implementing required changes to the internal control system as a result of findings issued by the audit firm in conjunction with the annual financial audit of the Town.

### **Deficiencies**

This condition exists when the internal control design does not allow management to detect or prevent a misstatement on a timely basis. Such control deficiencies may be further classified as either "significant" or "material." A significant deficiency is a control deficiency that adversely affects the municipality's ability to initiate, authorize, record, process, or report financial data in accordance with GAAP. A material weakness is a significant deficiency that results in the likelihood that a material misstatement of the financial statements will not be prevented or detected. The difference between the control deficiency classes, significant deficiency, and a material weakness is the likelihood and magnitude of the misstatement that could potentially occur. Department Heads are responsible for the design, development, implementation, and maintenance of an effective system of internal controls within their respective areas of responsibility. Critical processes should be identified, and objectives established. Written policies and procedures should include documentation of how transactions and events are to be processed. All policies and procedures will be reviewed and approved by the Town Administrator.

## Duties and Responsibilities

Town Council sets the standards for the control environment and has ultimate accountability for internal controls and risk management.

The Mayor, in conjunction with the Town Administrator and Treasurer, implements and administer ~~supports~~ the Town's control and risk management activities. The Treasurer is responsible for ~~the~~ensuring the effectiveness of internal controls, ~~approves policies and procedures, conducts periodic reviews, and~~ and reports to Town Council breaches detected in the internal control system.

### The Treasurer:

- 1) Establishes, executes and monitors the adequacy and effectiveness of internal controls and makes recommendations;
- 2) Performs financial operations and reporting;
- 3) Ensures that departments understand the internal control framework as it relates to their department;
- 4) Reports to the Audit Committee and Town Council ~~Town Administrator~~ breaches detected in the system.

### Department Heads are:

- 1) Accountable for the operations and their respective departments;
- 2) Responsible for communicating expectations and ensuring employees understand the internal control framework as it relates to their position;
- 3) Responsible for the application of internal controls by employees under their direct supervision;
- 4) Periodically assess the risk and recommend, develop and implement action plans for improvements to the internal control system in their department.

Employees are responsible for performing duties in accordance to the policy and procedure set for their position. In addition, employees are also responsible to communicate any observed breaches in policy and procedures.

# CASH MANAGEMENT

## Banking

The Town will maintain bank accounts and investment accounts as deemed necessary by the Town Council. The Town Treasurer will oversee the management of all accounts in order to maintain a balance in the operating account adequate to meet cash needs, to meet the minimum requirements of banking agreement, to satisfy requirements of the Town's investment policy, and to minimize bank service fees. Additionally, the Treasurer is designated to monitor compliance with the State Laws requiring public funds to be fully collateralized by either the Federal Deposit Insurance Corporation or eligible government securities.

The Treasurer's responsibilities:

- 1) Ensure that all bank accounts are included on the collateral agreements the Town has with the banking institutions;
- 2) Monitor all collateral agreements on an ongoing basis to ensure compliance and the securities given as collateral by the banking institution are sufficient to cover deposits within the individual institutions;
- 3) As of June 30<sup>th</sup> of each year, provide to the external auditors a listing showing the status of the collateral at each banking institution compared to actual cash balance.

Currently, the Town maintains its operating account with Wells Fargo bank. When a new bank account is needed, the Treasurer will seek Ways and Means Committee approval. Authorized signatories on operating bank accounts are the following individuals:

- 1) Mayor
- 2) Mayor Pro Tempe
- 3) Treasurer

Operating account-checking transaction requires two signatures, one of who must be the Mayor.

The Town's investments are maintained at South Carolina Local Governments Investment Pool (LGIP). All investments must meet the South Carolina State Statutes regarding the investment of public funds and the Town's internal investment policy (Resolution 2009-1). All investments must be made in the name of the Town. Investment transactions and transfers are made by either the Town Administrator or the Treasurer under the authority granted by the Mayor. The Treasurer is responsible for balancing the monthly investment statement to the Town's General Ledger. The Treasurer will allocate interest among the Town's funds proportionally to the invested amounts. The Town Administrator will review monthly reconciliations and sign them.

## Cash Handling and Deposits

Cash receipts are received by the Town through various methods as follows:

- 1) Business licenses, and building permits, are received through the mail, through walk-up traffic at the Town Hall, and online payments;
- 2) Insurance and telecommunications license fees collected by the Municipal Association

of South Carolina are received by electronic deposit.

- 3) Accommodations, local option sales, hospitality and beverage taxes, franchise fees and other miscellaneous receipts are received by electronic deposit or through the mail.
- 4) Court Fees are received during court sessions, or through walk-up traffic at the Town Hall, where the Clerk of Court's office is located and online portal.
- 5) Environmental service fees are received through the mail, walk up-traffic at the Town Hall, lockbox, and online payments.

The Town's personnel comply with the following procedures while administrating cash receipts:

- 1) Checks received in the mail are opened by the Town Receptionist and logged into Mail Log. The checks are stamped with the "For Deposit Only" stamp and safely kept in the locked moneybag.
- 2) Checks received by the Permit Clerk, Accountants and STR Compliance Clerk from walk-ins for business licenses and building permits are stamped For Deposit Only, kept in the cash bag throughout the day and forwarded to the ~~Accountant-1~~Accounting Business License Specialist at the end of the day.
- 3) ~~Accountant-1~~Accounting Business License Specialist ~~receives~~Specialist receives checks from the Receptionist and accepts them by initialing in the Mail Log. Before accepting the checks, employee should verify the date, if the signature is present, if amount is correct and the amount indicated matches the written verbiage.
- 4) The ~~Accountant-1~~Accounting Business License Specialist scans checks trough bank virtual deposit machine same day as received. Desktop Deposit report from Wells Fargo must be attached to the copy of deposited check. In the absence of ~~Accountant-1~~Accounting Business License Specialist, ~~Accountant-2~~Accounting Specialist Court Clerk or Treasurer shall deposit checks daily using the deposit book. Copies of the checks deposited should be made and kept for recording.
- 5) ~~Accountant-1~~Accounting Business License Specialist enters deposits and posts batches to General Ledger. All transactions must be complete and provide for tracing transaction from the source document.
- 6) Monthly, the Treasurer reviews deposits to bank and General Ledger account for correctness.
- 7) The Town also uses a Wells Fargo lockbox system. Payments from environmental services customers are mailed directly to the lockbox and are batched to the file by the date and retrieved via the bank's portal daily by ~~Accountant-1~~Accounting Business License Specialist. The batches are then downloaded into Tyler AR module and applied to customer accounts.
- 8) In the event of returned check, the ~~Accountant-1~~Accounting Business License Specialist will again try to redeposit the check. If again returned, the Specialist~~Clerk~~ will notify the department staff that collected the payment. The staff person is responsible for getting repayment.

8)

## Change Funds

Two employees within the Town, ~~Accountant 2~~ Accounting Specialist Court Clerk /Court Clerk and Permit Clerk, use change funds. These funds allow the employees receiving cash payments to be able to make change when required.

The following rules are to be followed in regard to change fund:

- 1) The custodian should ensure the fund has sufficient small bills and change to function properly;
- 2) The fund is to remain at the original balance, currently-\$~~17081~~. The change is verified, reconciled, and documented by the ~~Accountant 1~~ Accounting Business License Specialist ~~monthly~~ weekly.

## Cash Disbursements

Purchases will be executed in accordance with the Town's Municipal Code, Chapter 4 Purchasing. All disbursements must be made by check, a Town's credit card, or ACH. Each department head is responsible for ensuring that the Town's vendors and contractors are paid in the timely manner. To facilitate this process the following procedures are taken:

## Invoice Review

Invoices are ~~normally received~~ typically received through the mail or via email. ~~Town~~ he Receptionist/~~Finance~~ opens Assistant opens the mail identifies the vendor invoices, stamps them with the date received, logs them in the received Mail log, and forwards them to ~~Accountant 2~~ Accounting Specialist/ Court Clerk, who then ~~Finance~~ distributes the invoices to the appropriate departments for receipting and payment approval.

Following validation, ~~which involves~~ via signature of the Department Head's signature, affirming the correctness of the invoice, the documents are provided to the Town Administrator for approval. If the Town Administrator approves an invoice in the capacity of a Department Head, the Mayor also needs to approve such an invoice.

~~Accountant 2~~. Each invoice is coded to the appropriate General Ledger account number from which it was previously budgeted and entered into Tyler software. ~~Then, the~~ After entry ~~Accountant 2~~ Accounting Specialist/ Court Clerk prints out Payables Register that is given to the Town Administrator along with the supporting documentation for approval. ~~After that, Then,~~ the Town Treasurer reviews the Payable Register for correctness of coding and other details for processing and payment.

## Reconciliation of Major Credit Accounts

For efficiency, the Town maintains few major credit accounts with frequently used vendors which allow for one monthly check to be processed. When authorized purchases are made and charged to these accounts, Department Heads, or their designee must secure a receipt at the time of that purchase. Such receipts are submitted to the ~~Accountant 2~~ Accounting Specialist /Court Clerk -who reconciles the receipts to billing statements when they are received. The ~~Accountant 2~~ Accounting Specialist /Court ~~maintains~~ Clerk maintains a folder with all the receipts until accounts are

reconciled and receipts are attached to the statement. Current active accounts include: Harris Teeter, Ace Hardware, True Value, Lowes, ~~and~~ WexFlex, [Best Buy and Amazon](#).-

## Processing of Checks

Payment of invoices via Town's checks is done weekly to avoid accumulation of unpaid bills and to avoid having to process large volumes of checks at one time. The Town utilizes digital printing by the outside vendor, currently Wells Fargo. After review process is complete the ~~Accountant 2~~[Accounting Specialist /Court Clerk](#) sends the digital file to Wells Fargo for processing. Once the file is received, Wells Fargo generates a confirmation email to the ~~Accountant 2~~[Accounting Specialist/ Court Clerk](#) and the Treasurer with the total number of checks requested, and total amount on the check run the confirmation ~~is reviewed~~[is reviewed](#) and signed by the Treasurer. The completed checks are mailed by Wells Fargo. Copies of the checks with the invoices stamped Paid are filed in alphabetical order in ~~Accountant 2~~[Accounting Specialist /Court Clerk office](#).

Access to Accounts Payable Module is limited to the Finance Department. Check processing is regularly handled by the ~~Accountant 2~~[Accounting Specialist /Court Clerk](#); however, in the absence of the person in that position, the ~~Accountant 1~~[Accounting Business License Specialist](#) may process checks.

Checks that have been voided for any reason must be marked "Void", retained and filed until completion of the current year's audit. An invoice with proper documentation and authorization is required for disbursement.

The setup of new vendors is restricted within the Accounts Payable module to ~~Accountant 2~~[Accounting Specialist/ Court Clerk](#) and the Treasurer. The Treasurer verifies each vendor setup by review of the submitted vendor W9 form and by querying Vendor Audit Report within the Accounts Payable module to ensure accuracy and completes of new vendor input.

All contractors are required to provide the Town with the copy of the business's completed IRS form W9, current business license, and the proof of the current's worker compensation insurance before work is commenced or goods are accepted.

## Manual Checks

The Town keeps use of manual checks to a minimum. The check stock is secured in the Treasurer's office.

## Credit Card Use

The Town has ~~\$100,991,000~~[\\$99,100](#) credit line with Wells Fargo Bank divided among the following credit card holders:

- 1) Mayor-\$50,000
- 2) Mayor Pro ~~-Temp~~-~~\$36,000~~[\\$9,500](#)
- 3) Town Administrator- \$5,000
- 4) [Town Biologist](#)- \$3,000
- 5) [Communication Director](#)- [2,600](#)

~~4)6) Accounting Business License Specialist- \$1,500~~

~~5)7) Public Works Manger- \$1,0500~~

~~6) Accountant 1- \$1,000~~

All expenditures paid by the Town's issued credit card ~~procedures~~ are subject to all Town's procurement regulations Each cardholder is responsible for ensuring that funding exists within appropriate line item of the budget before the expenditure occurs and the physical control of their individual card. The use of the cards should be limited to travel arrangements, online purchasing and emergency purchases. The following steps are used in the credit card reconciliation process:

- 1) All the receipts/invoices for credit card purchases must be given to ~~Accountant 1~~Accounting Business License Specialist.
- 2) Any charge not accounted for is investigated by ~~Accountant 1~~Accounting Business License Specialist to ensure a receipt is submitted for every charge and it is appropriately resolved or reimbursed to the Town.
- 3) The Town Administrator's monthly transactions with the supporting documentation are reviewed and approved by the Mayor and others by the Town Administrator.
- 4) The ~~Accountant 1~~Accounting Business License Specialist gives the monthly statement package to the Treasurer for review and payment approval.
- 5) The Treasurer reviews the statements for all the supporting documents to ensure appropriate approvals are made, General Ledger codes are correct, and approves the payment.
- 6) ~~Accountant 1~~Accounting Business License Specialist makes payment by telephone via ACH payment from Wells Fargo operating account to Wells Fargo credit card account for the current statement balance. Payment is made in full on or before the due date to ensure no finance charges are incurred.
- ~~7) When the draft has been debited from the bank~~ ~~Accountant 1~~Accounting Business License Specialist records the payment to the Wells Fargo credit card vendor.

# PURCHASING AND PROCUREMENT

## Informal Purchase Procedures

Where the estimated cost for goods or services will not exceed \$20,000, the procurement may be made on the informal basis, provided those procurement requirements shall not be artificially divided so as to constitute a small purchase. The following procedures shall pertain to small purchases:

- 1) **Under \$1,000.** Town Administrator and Treasurer may approve the -purchase of the items under \$1,000 as they are needed. A purchase requisition must be submitted to the Administrator or Treasurer for all items. ~~Purchase requisitions are not required,~~ except for routine items, such as utilities and monthly Town Hall maintenance.
- 2) **\$1,000 to under \$10,000.** When the value of purchases of supplies, service, goods, or construction is estimated to be in excess of \$1,000 and less than \$10,000, and the amount of the purchase has been approved in the current fiscal year's budget, not less than three oral or written quotes from qualified vendors shall be obtained by the Department Heads. The quotes should be attached, or the names of the vendors should be listed on the face of the purchase order. If the vendor selected by the Department Head is not the lowest cost, a statement of justification should be provided as to how the selected vendor can provide the most advantageous agreement with the Town. The Department Head shall sign the purchase order and submit along with the supporting documentation for a signature to the Town Administrator.

For ~~the~~ purchases less than \$5,00 that are not specifically budgeted ~~in excess of \$1 and less than \$5,000~~ approval is required from the Mayor. If the purchases are between \$5,000 and \$10,000 and are not specifically budgeted, the approval of the Mayor and one Councilmember is required.

- 3) **\$10,000 to under \$20,000.** When the value of the purchase supplies, services, or construction is estimated to be in excess of \$10,000 and less than \$20,000, purchase shall be made by obtaining at least three written quotes from vendors unless the goods and services are available under the state contract. If the three bids are unable to be obtained a statement must be included with the purchase order as to the reason why. The names of the vendors and the solicited quotations shall be listed on the purchase order and submitted to the Mayor and Town Administrator for review. The quotes and recommended award then should be presented to Ways and Means Committee who will review the results and make recommendations to the Town Council.

## Formal Purchasing Procedures

All purchases, contracts and goods or services in excess of \$20,000 shall be made in accordance with following competitive formal bidding procedures, unless the goods or services are available under state contract as awarded by the State Budget and Control Board, Division of Material Management. Theses may be accomplished through the following methods:

- 1) Competitive sealed bidding is the preferred method of formal solicitation and is

accomplished through **Invitation for Bids (IFB)**. The Town Administrator and the user department work together to develop bid requirements and specifications to assure adequate completion can be obtained. Award is made to the lowest responsive and responsible bidder.

- 2) Competitive sealed proposals are used when procurement is highly technical, complex in nature, and does not lend itself to formal competitive sealed bidding. This type of procurement is called a **Request for Proposals (RFP)**. To use a RFP, the Administrator must determine that the use of competitive sealed bidding is not practical or advantageous to the Town. Offerors submit proposals based on the information requested in RFP. The Town Administrator and Department Head evaluate and rank the proposals based on the selection criteria listed in RFP. The Department Head makes a recommendation to the Ways and Means Committee who then makes recommendations to Town Council. An award is made to the most responsive and responsible offeror whose proposal is determined to be most advantageous to the Town.
- 3) In the procurement of architect, engineer, consulting, or other professional firm, firms are requested to submit qualifications and performance data through a solicitation called a **Request for Qualifications (RFQ)**. A selection committee is established to review and rank the firms based on criteria established in the RFQ of which cost is not a factor.

~~With justifications, the Town Administrator, The~~ -Mayor, ~~or~~ designee may authorize purchases on Sole Source/Non-Competitive or Emergency Procurement basis. The following methods of procuring goods/services are available in lieu of the normal competitive process if adequate justifications are furnished to the ~~Town Administrator~~ Mayor or designee and the appropriate approvals are given prior to the purchase:

- 1) **Sole Source Procurement** is procurement when a justification can be written stating that any good, service, supply or construction item can only be purchased from one source and normally approved by the Mayor.
- 2) **Non-Competitive Procurement** is procurement where the Town Administrator, Mayor, or their designee, has deemed the purchase of equipment, accessories, services, software, or replacement parts is to be of paramount importance.
- 3) **Emergency Procurement** is a procurement where the Town Administrator, Mayor, or their designee, may make or authorize others to make purchases when there exists a threat to public health, welfare or safety under emergency conditions, or where normal daily operations are substantially affected.

## Contracts Administration

Contracts may be established for, but not limited to maintenance contracts on equipment, contracts for janitorial services, security services, landscaping, etc. The Town Clerk serves as the central repository for record keeping on the major Town's leases and contracts, both reoccurring and single events. Department Heads have the responsibility for the oversight of contracts and leases pertaining to their departments.

The Mayor is the only ~~person authority who is~~ authorized to sign contracts and; committing Town's funds for any purpose.

For all the services contracted by the Town, the Department Head will require current certificate of insurance from the contractor, copy of the business's completed IRS form W9, copy of the current business license and proof of current worker's compensation insurance.

Bills or progress payment requests resulting from contracts will be verified by the Department Head before forwarding to the Town Administrator for approval. If retainage is applicable to the contract, the final payment will not be released until the Department Head approved the transaction and all permitting requirements have been satisfied. It is the Department Head's responsibility to inform the Town Administrator if any amount should be withheld for contractor's nonperformance and to advise the Treasurer to release final payment once the nonperformance has been resolved.

Every contract modification, change order, or contract price adjustment under Town Council **awarded** approved contract shall be subject to prior approval by the Town Council. ~~After~~ after receiving a report from the Mayor or Town Administrator as to the effect of the contract modification or change order on the total contract budget.

## HUMAN RESOURCES AND PAYROLL

The purpose of this section is to address personnel matters with financial implications that are not described in the Town's Employee Handbook. Those matters include new hire procedures, payroll procedures and accounting for employee benefits.

### Personnel

Employee selection is conducted by the individual departments. Advertising may be internal or external and is most often electronically based. Small advertisement may appear in the print media to direct interested applicants to locations such the Town's website [www.kiawahisland.org](http://www.kiawahisland.org) where more comprehensive information may be available. Once a selection is made and an offer accepted, the process must occur to enroll the employee in the payroll system, the South Carolina Retirement System, and the Town's Health Plan. These tasks are completed by the ~~Aecountant~~ ~~+~~ [Accounting Business License Specialist](#) and approved by the Treasurer. The first step is the completion of the "Town of Kiawah Island Notification of Wages to Employees." This two-page document stipulates the employee's position, hire date, salary, whether the employee is exempt from overtime or not, their frequency of compensation, and the reason for the issuance of the form. Such forms are signed by the Town Administrator and the new hire. Upon being hired, the new employee also completes following paperwork:

- 1) W-4 ~~and SC W-4~~ form for employee withholdings;
- 2) State Retirement System forms;
- 3) Group health and life insurance forms;
- 4) Deferred Compensation Program form
- 5) I-9 form for Employment Eligibility Verification
- 6) Direct deposit form.

Information from all these forms is then entered into ADP system by ~~Aecountant~~ ~~+~~ [Accounting Business License Specialist](#) and is reviewed by the Treasurer. The forms are given to the Town Administrator who keeps them in alphabetically filed in locked cabinet personnel files.

All salary changes must be properly authorized by the [Mayor and](#) Town Administrator ~~and the Mayor~~ via a signed payroll change form. One copy of the form is kept by the Administrator in the personnel files, one is given to the ~~Aecountant~~ ~~+~~ [Treasurer](#) for updating in ADP system, and one is distributed to the employee for their records. ~~Quarterly, the Treasurer runs Change Report that includes any change made in the system for each employee, which is available for review by the Administrator, the Mayor, and the Council.~~

### Processing of Payroll and Distribution of the Payroll

The payroll system should maintain safeguards that ensure all payroll expenditures are properly recorded and paid timely. Additional safeguards will ensure that all the transactions are accurate and complete. Currently, the Town's payroll is processed through a third party payroll service-ADP. Access to the payroll system is limited to the Treasurer, ~~Aecountant~~ ~~+~~ [Accounting Business License](#)

Specialist for processing, Mayor, ~~Mayor Pro-Temp~~ and Administrator for reporting.

Exempt employees are paid on monthly basis (12 payrolls per year) on the first day of the month, covering payroll period from first to the last day of the preceding month. Non-exempt employees are paid on bi-weekly basis (26 payrolls per year) on Fridays through the previous Friday. All payroll compensation is paid via direct deposit. The Town has currently ~~28~~<sup>17</sup> full time employees and approximately ~~25~~<sup>60</sup> part-time Deputies. To ensure accuracy, payroll process involves multiple following steps:

- 1) Timesheets are kept on “EZ Labor,” an ADP program. There are two time clocks; one in the Town Hall and one in the sheriff’s office in Freshfields. Each time clock interfaces with the server which operates on 24/7. The server is set to pull time at 3 am.
- 2) For any absence, an employee must fill out a form with the hours they are taking off and personal time off, PTO, they wish to use. This can be done electronically on ADP portal or using paper copy attached in the Appendix C. The Department Heads are given responsibility to approve time sheets. They should review the PTO requests against the available time and approve with their signature.
- 3) Every payroll processing, the ~~Aecountant~~<sup>Accounting Business License Specialist</sup> prints out Timecard Report that shows any missing punches and overtime which is forwarded to the Department Heads for review and approval.
- 4) After all employees’ hours are verified and approved, the ~~Aecountant~~<sup>Accounting Business License Specialist</sup> reprints Timecard Report and forwards both reports to the Treasurer for final review who returns back to the Accounting Business License Specialist~~Clerk~~ for processing.
- 5) Once the payroll is processed, the Treasurer reviews Payroll Register Preview for accuracy and approves payroll for that pay period. Then, ~~Aecountant~~<sup>Accounting Business License Specialist</sup> submits through ADP to finalize.
- 6) ADP sends the vouchers via FedEx and a CD with a packet of reports that contains a summary of wages and deductions by employee. All the reports generated during payroll process are maintained in files in the Treasurer’s office. All employees are required to have direct deposit with the exception of new hires pending direct deposit.
- 7) The Accounting Business License Specialist ~~Treasurer~~ uploads payroll entries from ADP portal to Tyler software.

## DEBT MANAGEMENT

The Town [Council](#) may enter into debt obligations to finance the construction, upgrade of infrastructure or other capital needs. Additionally, the Town may refinance current debt obligations to obtain better interest rates. The issuance of debt to fund current operating deficits is not permitted. The proceeds of debt obligations will be used as set forth in its enacting legislation. Debt obligations must be approved by the Town Council and adhere to state and federal laws which authorize and govern the issuance of debt, and securities law, which governs disclosure, sale and trading of the debt. Each issuance of the debt will be bid in order to procure the lowest possible cost to the Town. All debt incurred by the Town will be subject to legal limits set by the State of South Carolina.

The function of the debt service repayment is the responsibility of the Town Treasurer who should monitor cash flows to ensure funds are available for payment of outstanding debt. It is a goal of the Town to repay debt in a timely manner so as to avoid penalties and charges. All currently held debt should be reviewed annually to ensure adequate debt service reserves and to monitor adherence to debt limits.

## PROPERTY MANAGEMENT AND INSURANCE

The Town Treasurer shall maintain a Capital Assets Register of all property in Town's position. The Register should be kept up to date by recording changes as they occur. The Town's property records include the following information:

- 1) Property decal number
- 2) Description and location
- 3) Manufacturer's serial number if identification number
- 4) Source of funds
- 5) Acquisition cost of capitalized items
- 6) Accumulated depreciation
- 7) Ultimate disposition
- 8) Condition

The accuracy of the inventory records shall be verified annually by an inspection of all Town owned property. After the close of the fiscal year, the Treasurer will verify with each department that the inventory listed on the Capital Asset Register is accurate and that each item is still in the Town's possession.

### General Insurance

Currently, the Town has following insurance coverages:

- 1) General Tort Liability
- 2) Inland Marine
- 3) Auto
- 4) Building and Personal Property
- 5) Data Processing
- 6) Crime
- 7) Pollution
- 8) Cyber
- 6)9) Special Events Liability
- 7)10) Workers Compensation
- 8)11) Directors' and Officers' Liability

Policy renewals dates coincide with one another. About two months before renewal, the Treasurer will compile schedules required to obtain renewal rate quotes. The renewal quotes should be reviewed to ensure the coverages are sufficient at the most competitive premiums.

# FRAUD POLICY AND FRAUD RISK MANAGEMENT

The Town of Kiawah recognizes the importance of protecting the Town, its citizens, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, the management must clearly communicate the fraud prevention policy to both internal and external customers, vendors and employees.

The impact of misconduct and dishonesty may include:

- 1) The actual financial loss incurred
- 2) Damage to the reputation of our Town and our employees
- 3) Negative publicity
- 4) The cost of investigation
- 5) Loss of employees
- 6) Loss of public confidence
- 7) Damaged relationships with our contractors and suppliers
- 8) Litigation

Our goal is to establish and maintain an environment of fairness, ethics, and honesty for our employees, our citizens, our vendors and anyone else with whom we have a relationship. To maintain such an environment requires the active assistance of every employee and Administration in everyday operations.

Our Town is committed to the deterrence, detection, and correction of misconduct and dishonesty. Upon discovery, violations of policy are subject to reporting and documentation of such acts to provide a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal, where appropriate, the referral to law enforcement agencies when warranted by the facts and the recovery of assets.

## Zero Tolerance Policy

The Town of Kiawah ~~will adopt a~~ ~~has zero tolerance~~ [zero-tolerance](#) policy regarding fraud. No employee of the Town shall remove any Town's assets from the property, misuse any Town's assets for one's personal gain, or willfully misappropriate any Town's asset. Any evidence supporting fraud, theft, or embezzlement of the Town's assets and equipment may be subject to the following actions including but not limited to: suspension, termination, restitution and criminal charges. Any Town employee who is aware of fraud being committed against the Town by anyone shall report such activity to the Administration, Town Attorney, [and](#) ~~or~~ non-Council member of the Audit Committee.

## Prohibited Acts

Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:

- 1) Falsification of expenses and invoices;

- 2) Authorizing or receiving compensation for goods not received or services not performed;
- 3) Theft of cash or fixed assets;
- 4) Alteration or falsification of records;
- 5) Failure to account for monies collected;
- 6) Disclosing confidential or proprietary information to outside parties for financial or other advantage;
- 7) Making a profit from inside knowledge;
- 8) Authorizing or receiving compensation for hours not worked;
- 9) Embezzlement, bribery or conspiracy;
- 10) Abuse of the Town's facilities and assets;

### **Reporting of Fraud**

- 1) Employees shall read and understand this policy. Additionally, suspected or known fraudulent acts by employees shall be reported to their respective Department Head. If the employee has reason to believe that their Department Head may be involved, the employee shall notify the Town Attorney or non-Council member of the Audit Committee directly;
- 2) Department Heads shall a) communicate the provisions of this policy to all staff; b) take no action without consulting Town Administrator; c) recommend appropriate disciplinary action when there is evidence of wrongdoing;
- 3) Department Heads shall communicate any suspected or known fraudulent act to the Town Administrator;
- 4) All participants in the fraud investigation shall keep the details and results of the investigation confidential;
- 5) Any employee reporting an act of fraud; or assisting, testifying or participating in a fraud investigation, acting in accordance with the requirement of this policy, shall not be subject to any adverse employment action unless it is determined the employee is culpable for such action and/or made an allegation knowing it was false. Examples of adverse employment action include, but are not limited to; discipline, suspension, threatening to discipline or suspend, coercion, acts of intimidation and firing.

### **False Allegations**

False allegations of suspected fraud with the intent to disrupt or cause harm to another may be subject to disciplinary action up to and including termination of employment.

### **Corrective Action**

Final determination regarding action against an employee, vendor, recipient, or other person found to have committed fraud or corruption will be made by the Town Council.

Offenders at all levels of the Town will be treated equally regardless of their position or years of service with the Town. Determinations will be made based on a finding of facts in each case, actual or potential damage to the Town, cooperation by the offender and legal requirements.

Depending on the seriousness of the offense and the facts of each individual case, action against an employee can range from written reprimand and a probationary period to legal action-either civil or criminal. In all cases involving monetary losses to the Town, the Town will pursue recovery of losses.

The following are the responsibilities of Town officials, management, and its employees regarding fraud risk management.

**Town Council:**

1) Sets the standards for the internal control environment;

4) **Mayor:**

1) ~~A~~Ultimate accountability for the Town's internal controls and risk management;

2) ~~Approves policies and procedures.-~~

**Town Administrator:**

1) Supports the Town's control and risk management activities;

2) ~~Responsible for the effectiveness of internal controls;-~~

3) ~~Approves policies and procedures and conducts periodic reviews;-~~

4)2) Ensures that department heads and supervisors understand the internal control framework as it relates to their departments;

5)3) Reports to the Mayor~~Town Council~~ breaches detected in the internal control system.

**Town Treasurer:**

1) Establishes, executes, and monitors the adequacy and effectiveness of internal controls and makes recommendations;

2) Responsible for financial operations and reporting;

3) Ensures that department heads and supervisors understand the internal control framework as it relates to their departments;

4) Reports to Town Council and Audit Committee ~~Administrator~~ breaches detected in the system.

**Department Heads:**

1) Accountable for the operations of their respective departments;

2) Responsible for communicating expectations and ensuring those employees understand the internal control framework and fraud reporting policies as it relates to their positions;

3) Responsible for the application of internal controls under their direct supervision;

4) Periodically assess the risks and recommend, develop and implement action plans for improvements to the internal control system in their departments.

**Employees:**

- 1) Responsible for performing duties in accordance with the policy and procedure set for their positions;
- 2) Communication of any observed breaches in policy and procedure.

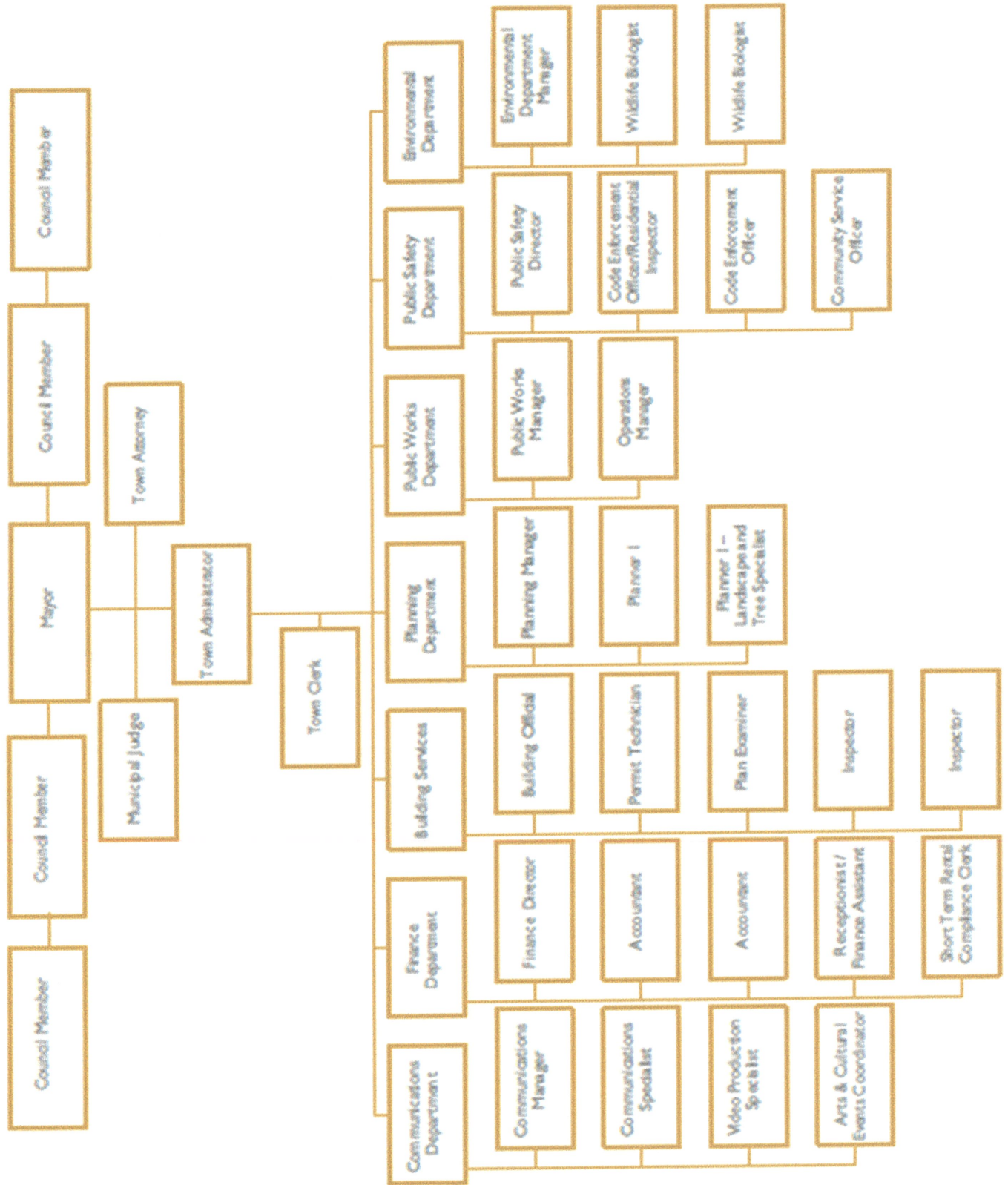
**Ethical Conduct and Conflict of Interest**

Acting in a manner that promotes and maintains the public's trust is a requirement of every employee. Employees must act at all times in accordance with the highest ethical standards and comply with all State ethics laws. Actions by employees, on and off the job, that represent a conflict of interest with the Town or give the appearance of such, are prohibited and will result in corrective action, possibly including immediate discharge from employment.

Town employees are covered by state ethics laws that prohibit public employees from using their public position for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they, their family, or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the Town. The supervisor must send the notification to the Administrator for review. If the Town determines a potential conflict or appearance of conflict of interest exists, the matter will be reassigned to another employee.

Duty of Disclosure – Employees have an affirmative duty to promptly disclose to their supervisor any action or situation on their part, current or pending, that may constitute a conflict of interest, or reasonably give the appearance of a conflict of interest, or any activity that might reflect negatively on the Town or community. Employees have a similar duty to make their supervisor aware of any action by another employee, elected official, or person or entity doing business with the Town that may constitute a conflict of interest, prohibited activity, or violation of this policy.

# Town of Kiawah Island Organizational Chart





## APPENDIX AB

### ACCOUNTS LISTING

The following numbers are assets, liabilities, and departments represented by the first set of five digits in the account number (xxx-xxxxx-xxxxx):

00005	Cash Operating
12300	Wachovia Investments
13100	Interest Receivable
13200	Accounts Receivable
13201	Due from State Agencies
13220	Solid Waste Receivable
13221	Unapplied Cash
13222	Allowances for Solid Waste Receivable
13310	Prepaid Insurance
13320	Prepaid Expenses
15100	Computers & Software
15200	Equipment
15300	Furniture & Fixtures
15400	Land
15500	Municipal Center
15600	Signs & Fences
15700	Vehicles
15800	Infrastructure
16100	Accumulated Depreciation-Commuters & Software
16200	Accumulated Depreciation-Equipment
16300	Accumulated Depreciation-Furniture & Fixtures
16500	Accumulated Depreciation-Municipal Center
16600	Accumulated Depreciation-Signs & Fences
16700	Accumulated Depreciation-Vehicles
16800	Accumulated Depreciation-Infrastructure
22200	Benefits Payable
22300	Federal WH Payable
22400	FICA Payable
22420	Medicare Payable
22800	Deferred Compensation Payable
22900	SC Retirement Payable
23600	Court Fines Payable to State
23700	Victims Assistance Payable
23900	Credit Card Payable
24000	Unavailable revenue
25000	Unearned Revenue/Solid Waste
30000	Fund Balance

40100	Conservation Department
40200	Administration Department
40300	Finance Department
40400	Roads and Bridges
40500	Communication Department
40600	Court Department
40700	Building Permits Department
40800	Code Enforcement
40900	Public Safety
41000	Operations
41400	CERT Team
42000	SATAX Expenditures
42300	CATAX Expenditures
42400	LATAX Expenditures
43000	Hospitality Tax Expenditures
43100	Arts & Cultural Expenditures
44000	Victims' Assistance Expenditures

The next five numbers of the account number ( xxx-xxxxx-xxxxxx) represent the object or line item.  
Listed below are the most commonly used numbers:

40000	Business License Revenue
40001	State Accommodation Tax
40005	Aid to Subdivision
40010	Permit Fees
40015	Building Permits
40018	Lease Revenue
40021	Local Option Tax
40031	Franchise Fees-Electric
40032	Franchise Fees-Beach Services
40033	Franchise Fees-Other
40041	Court Fees
40070	Solid Waste Revenue
49000	Interest Revenue
49050	Market to Market Adjustment
49500	Miscellaneous revenue
51100	Salaries
51205	Overtime
52102	Insurance Medical
52201	FICA Match
52202	Medicare Match
52300	Retirement Match
52600	Workers Compensation
52901	Deferred Compensation Match
53100	Deputy Vehicle Fees

53103	Stenographer Cost
53105	Catering Cost
53302	Auditing Cost
53303	Legal Cost
53304	Professional Cost
53404	Graphic Design
53409	Photography Cost
54110	Water & Sewage
54210	Solid Waste Disposal
54230	Custodial Cost
54242	Landscaping Minor
54301	Repairs & Maintenance-Building
54302	Repairs & Maintenance-Vehicle
54303	Repairs & Maintenance-Equipment
54307	Repairs & Maintenance-Software
54309	Pest Control
54411	Rental-Facilities
54421	Rental-Equipment
55211	Insurance-Auto
55212	Insurance-Bridge
55213	Insurance-Data Pro
55215	Insurance-Liability
55216	Insurance-Premises
55217	Insurance-Inland Marine
55218	Insurance-D&O
55300	County Radio Cost
55302	Travel & Training
55304	Cell Phone
55306	Telephone
55308	Dues
55309	Subscriptions
55311	Security
55402	Advertising
55403	Community Activities
55404	Community Outreach
54241	Beach Upkeep
55511	Printing
55555	Turtle Beach Expenditures
55556	CERT Team
55557	Community Outreach
55559	Beach Supplies
56101	Office Supplies
56105	Supplies-Other
56106	Uniforms

56220	Electricity
57310	Signs & Fences
57400	Depreciation
58100	Miscellaneous
70411	Equipment-Minor
70412	Software-Minor
71430	Furniture & Fixtures-Minor
88203	Contingency

APPENDIX **CB**

**Budget Calendar**  
**FY XXXX**

<b>Date</b>	<b>Task</b>
<b>January-First Week</b>	Budget Kick-off Discussion
<b>February-First Week</b>	Departmental Budget Packages Distributed
<b>February-Last Week</b>	Department Budget due to Town Administrator for Initial Review
<b>March-First Week</b>	Budgets Due to Finance Department for Budget Integration
<b>March-Last Tuesday</b>	Preliminary Budget Discussion at Ways & Means Committee Meeting
<b>April</b>	State ATAX Committee Meets and Makes Recommendation
<b>April-Second Week</b>	Town Treasurer will finalize Budget Proposal and Staff Requests
<b>April-Last Week</b>	Review and Discuss Budget Proposal at Ways & Means Committee Meeting
<b>May-First Tuesday</b>	Public Hearing FYXX Budget Town Council
<b>May-First Tuesday</b>	First Reading of Budget
<b>June-First Tuesday</b>	Second and Final Reading of Budget