



# TOWN OF KIAWAH ISLAND

21 BEACHWALKER DRIVE • KIAWAH ISLAND, SC 29455 • (843) 768-9166 • FAX (843) 768-4764

## TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

August 1, 2017; 2:00 PM

### AGENDA

#### Mayor

Craig E. Weaver

#### Council Members

Jack Koach

Diana L. Mezzanotte

Chris Widuch

John R. Wilson

#### Town Administrator

Stephanie Monroe Tillerson

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Approval of Minutes:**
  - A. Minutes of the Town Council Public Hearing of July 11, 2017 [Tab 1]
  - B. Minutes of the Town Council Meeting of July 11, 2017 [Tab 2]
- IV. **Mayor's Update:**
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **New Business:**
  - A. Approval of the Island Beach Services Franchise Amendment [Tab 3]
  - B. Approval of the CARTA Budget [Tab 4]
  - C. Approval of the Greenery Contract Amendment [Tab 5]
  - D. Approval of the New Employee Handbook [Tab 6]
- VII. **Other Business:**
  - A. Discussion on the New Municipal Center Traffic Regulatory Sign Design [Tab 7]
  - B. 4<sup>th</sup> Quarter Budget Report [Tab 8]
- VIII. **Town Administrator's Report:**
- IX. **Council Member:**
  - a. Committee Updates
  - b. General Comments
- X. **Citizens' Comments:**
- XI. **Executive Session:**
  - A. To Discuss the Town Administrator Employment Agreement
- XII. **Adjournment:**



**TOWN COUNCIL PUBLIC HEARING**  
**Kiawah Island Municipal Center**  
**Council Chambers**  
**July 11, 2017; 1:30 PM**

**MINUTES**

**I. Call to Order: *Mayor Weaver called the meeting to order at 1:30 pm.***

**Present at the meeting:** Craig Weaver, Mayor  
John R. Wilson  
Diana Mezzanotte  
Chris Widuch

**Absent:** Jack Koach

**Also Present:** Stephanie Monroe Tillerson, Town Administrator  
Dwayne Green, Town Attorney  
Petra Reynolds, Town Clerk

**II. Public Hearing:**

**A. ZONING ORDINANCE AND MAP AMENDMENT AND COMPREHENSIVE PLAN  
AMENDMENT APPLICATIONS:**

**WEST BEACH**

- I. ZONING ORDINANCE TEXT AMENDMENT REQUEST – ***Ordinance 2017-14***  
**ZLDR-05-17-00106:** Request to amend lot standards for the RST-2 Resort Zoning District and to allow conference center as a principal use within the RST-2 Resort Zoning District.
- II. COMPREHENSIVE PLAN AMENDMENT REQUEST – ***Ordinance 2017-15***  
**ACP-05-17-00108:** Request a map amendment to change the Future Land Use Designation for the properties at Sparrow Rd and Shipwatch Rd (TMS 207-06-00-407; and -402) from Active Recreation and Open Space to Resort.
- III. ZONING MAP AMENDMENT REQUEST – ***Ordinance 2017-16***  
**ZREZ-05-17-00057:** Request to rezone the properties located at Sparrow Rd and Shipwatch Rd (TMS 207-06-00-407; and -402) from the Parks and Recreation (PR) Zoning District to the RST-2, Resort Zoning District (Total size: 10.90 acres).
- IV. COMPREHENSIVE PLAN AMENDMENT REQUEST – ***Ordinance 2017-17***  
**ACP-05-17-00109:** Request a map amendment to change the Future Land Use Designation for the properties located at Kiawah Beach Drive (TMS 207-06-00-404; -405; and -013) from Resort to Active Recreation and Open Space.
- V. ZONING MAP AMENDMENT REQUEST – ***Ordinance 2017-18***  
**ZREZ-05-17-00058:** Request to rezone the properties located at Kiawah Beach Drive (TMS: 207-06-00-404; -405; and -013) from the RST-2 Resort Zoning District to the Parks and Recreation (PR) Zoning District. (Total size: 5.10 acres)

Mayor Weaver gave a brief background on the Resort applications and indicated a Public Hearing was held on June 22<sup>nd</sup>. He explained that today's additional Public Hearing was being held due to an error in the notifications, which were sent to residents. The Town wanted to make sure that those who wished to speak were given the opportunity to do so.

**David Adams – 1410 Shipwatch Road – Courtside Villas**

Mr. Adams expressed his concern with the conception plans for a conference center facility which he felt disregarded the property owners of Courtside Villas. He stated the development plan would affect the value, habitability in Courtside Villas and would impact other regimes and change the character of West Beach Community. He added that the simultaneous construction of a new hotel in close proximity to the new conference center facility will bring along with it an untenable amount of noise, traffic, and pollution making the properties un-rentable or un-inhabitable. Once the projects are finished the increased traffic, both human and vehicular, produced by both the facilities would produce significant safety concerns. He asked the members of Town Council to vote against the amendment of the zoning ordinance that would allow conference use.

Mr. Adams pointed out elements and goals in the Town Comprehensive Plan, standards of the Architectural Review Board, and the mission statement of the Community Association which he felt were relevant.

**Maureen Adams – 1410 Shipwatch Road – Courtside Villas**

Mrs. Adams spoke about her home in Courtside Villas which was purchased in December. She read from an email that was sent to each Council Member in which she indicated the villa was purchased specifically for the tennis court, open space, view. The construction of a conference center would eliminate that view of the tennis courts for parking lot, sidewalks, and uncertain views of buildings and service areas along with noise, light pollution, and decreased property values.

**Bill Jordan – Attorney for 1407 Courtside Villa**

Mr. Jordan, speaking for the Hirsh family, stated they loved and supported Kiawah. They have owned several properties on the Island and feel that development is not good for them or their neighbors. The feeling is that the impact of the development of a hotel and conference center would bring an overabundance of traffic, noise, and light pollution to a previously very peaceful and tranquil area of the Island as well as negatively affect the quality of life and property values. He asked Council to take into consideration what his clients and the others in attendance are asking for.

**Bill Moeckel – 3 Sand Alley -**

Mr. Moeckel commended the Mayor, Mr. Taylor, Mr. Warren, and Mr. Permar for their efforts in helping him gain an understanding of the amendments being considered. He expressed his concern with the development of the dune field outside the Beach Townhouses, but acknowledged the developer, as part of the Development Agreement, has had the right, but restricted development for many years. He asked Council to consider that they are being asked to approve amendments based on a conceptual plan and restricting approval based on actual plans that do not deviate from the conceptual plan.

**Al & Renee Bolt – 1402 Shipwatch Road**

Mr. and Mrs. Bolt spoke to the time spent on Kiawah, recounting their memories of watching the deer, watching tennis being played, and considering their property as their “escape.” They expressed their concern with the negative impact the development would have on the resell value of their property. Mr. Bolt stated they purchased a “courtside” villa, not a “parking lot” villa and requested that Council consider not approving the amendments.

**Anna Maria Bounds – 1421 Courtside**

Ms. Bounds spoke as a professor with a PHD in Urban and Public Policy specializing in the study of Tourism. She highlighted several points of a letter which was sent to Council Members listing objections along with rebuttals to statements on the proposed Conference Center development at Courtside Villa. The letter will be included as part of these minutes.

**III. Adjournment:**

*Mr. Wilson motioned to adjourn the meeting at 2:50 pm. The motion was seconded by Mr. Koach and carried unanimously.*

Submitted by,

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

Approved by,

\_\_\_\_\_  
**Craig E. Weaver, Mayor**

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



# **TOWN COUNCIL MEETING**

Kiawah Island Municipal Center

Council Chambers

July 11, 2017; 2:00 PM

## **Minutes**

**I. Call to Order:** *Mayor Weaver called the meeting to order at 2:05pm.*

**II. Pledge of Allegiance**

**Present at the meeting:** Craig Weaver, Mayor  
John R. Wilson  
Diana Mezzanotte  
Chris Widuch

**Absent:** Jack Koach

**Also Present:** Stephanie Monroe Tillerson, Town Administrator  
Dwayne Green, Town Attorney  
Petra Reynolds, Town Clerk

**III. Approval of Minutes:**

**A.** Minutes of the Town Council Public Hearing of June 2, 2017

*Mr. Wilson made a motion to approve the minutes of the June 2, 2017 Town Council Public Hearing. The motion was seconded by Mrs. Mezzanotte and the minutes were unanimously passed.*

**B.** Minutes of the Town Council Meeting of June 6, 2017

*Mr. Widuch made a motion to approve the minutes of the June 6 2017 Town Council Meeting. The motion was seconded by Mr. Wilson and the minutes were unanimously passed.*

**C.** Minutes of the Town Council Public Hearing of June 22, 2017

*Mr. Widuch made a motion to approve the minutes of the June 22, 2017 Town Council Public Hearing. The motion was seconded by Mrs. Mezzanotte and the minutes were unanimously passed.*

**IV. Mayor's Update:**

Mayor Weaver stated that the new Municipal Center is nearing completion and the Town will be closing its offices on August 3<sup>rd</sup> and 4<sup>th</sup> for the move. He noted that the next Town Council meeting is on August 1<sup>st</sup> and will be held at the current Town Hall. A Grand Opening ceremony is scheduled for September 7<sup>th</sup> and 8<sup>th</sup> at the New Municipal Center.

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

Wendy Kulick – 38 Marsh Edge Lane

Mrs. Kulick thanked Mr. Widuch for his efforts in facilitating communication with Captain Martin on her concerns with the speed of traffic both exiting and entering the Island.

Mayor Weaver stated that Mr. Elder with the Community Association purchased a monitoring system that will allow the placement of boxes in different locations to measure traffic speeds along with other critical information. Mr. Elder has consented to place a box in the area where traffic leaves the Island and the entrance to the new building to collect data.

#### **David Adams – 1410 Shipwatch Road – Courtside Villas**

Mr. Adams asked Town Council to remove the amendments under the consent agenda and place them in a regular discussion agenda so that the Council can respond to the public comments made. He also stated that the conference center proposed for West Beach could easily be constructed at East Beach where a conference center already exists.

#### **VI. Consent Agenda:**

Mayor Weaver stated he would treat the **Consent Agenda** items as discussion items. He stated the six ordinances have been reviewed and recommended to Town Council for approval by the Planning Commission. Town has held two Public Hearings and Town Council approved the first reading for the six ordinances.

- A. Ordinance 2017-10** - To Amend The Text Of Chapter 12, Land Use Planning And Zoning Of The Town of Kiawah Island, South Carolina Zoning Ordinance, By Amending Article Ii, Division 2, Zoning Map/Districts by Adding a New Principal Use within the Rst-1 Resort Zoning District to Allow Church, Synagogue, Temple or Religious Assembly; and Amending Section 12-102 to Table 3a. Authorized Uses In Zoning Districts, Of the Zoning Ordinance of the Town of Kiawah Island – **Second Reading**
- B. Ordinance 2017-14** - To Amend The Text Of Chapter 12, Land Use Planning And Zoning Of The Town of Kiawah Island, South Carolina Zoning Ordinance, By Amending Article II, Division 2, Zoning Map/Districts by Amending Lot Standards for the Rst-2 Resort Zoning District and Allowing Conference Center as a Principal Use within the RST2 Resort Zoning District; And Amending Section 12-102 By Adding Conference Center as a Principal Use to Table 3a. Authorized Uses in Zoning Districts, Of The Zoning Ordinance of the Town of Kiawah Island – **Second Reading**
- C. Ordinance 2017-15** - To Amend the Town of Kiawah Island Comprehensive Plan Map Ix.2, Future Land Use; To Change the Future Land Use Designation for the Subject Property (207-06-00-407; and 402) From “Active Recreation and Open Space” To “Resort” – **Second Reading**
- D. Ordinance 2017-16** - To Amend The Text Of Chapter 12, Land Use Planning And Zoning Of The Town of Kiawah Island, South Carolina Zoning Ordinance, By Amending Article Ii, Division 2, Zoning Map/Districts by Rezoning the Properties Located At Sparrow Road and Shipwatch Road (207-06-00-407; and 402) From Park and Recreation (PR) To Rst-2, Resort Zoning District. Authorized Uses in Zoning Districts, Of the Zoning Ordinance of the Town of Kiawah Island, South Carolina; and Providing For Severability and an Effective Date. – **Second Reading**
- E. Ordinance 2017-17** - To Amend The Town Of Kiawah Island Comprehensive Plan Map IX.2, Future Land Use; To Change the Future Land Use Designation for the Subject Property (207-06-00-404; -405; and -013) From “Resort” to “Active Recreation and Open Space” – **Second Reading**



- F. Ordinance 2017-18** - To Amend The Text Of Chapter 12, Land Use Planning And Zoning Of The Town of Kiawah Island, South Carolina Zoning Ordinance, By Amending Article II, Division 2, Zoning Map/Districts by Rezoning the Properties Located At Kiawah Beach Drive (207-06-00-404; And -404 And -013) from The Rst-2 Resort Zoning District to the Parks and Recreation (PR) Zoning District (5.10 Acres) Authorized Uses in Zoning Districts, Of the Zoning Ordinance of the Town Of Kiawah Island – **Second Reading**

*Mr. Widuch made a motion to approve the second reading of Ordinance 2017-10 to amend lot standards for the RST-2 Resort Zoning District and to allow conference center as a principal use within the RST-2 Resort Zoning District, Ordinance 2017-14 to amend lot standards for the RST-2 Resort Zoning District and to allow conference center as a principal use within the RST-2 Resort Zoning District, Ordinance 2017-15 to change the Future Land Use Designation for the properties at Sparrow Rd and Shipwatch Rd (TMS 207-06-00-407; and -402) from Active Recreation and Open Space to Resort, Ordinance 2017-16 to rezone the properties located at Sparrow Rd and Shipwatch Rd (TMS 207-06-00-407; and -402) from the Parks and Recreation (PR) Zoning District to the RST-2, Ordinance 2017-17 to change the Future Land Use Designation for the properties located at Kiawah Beach Drive (TMS 207-06-00-404; -405; and -013) from Resort to Active Recreation and Open Space, and Ordinance 2017-18 to rezone the properties located at Kiawah Beach Drive (TMS: 207-06-00-404; -402; and -013) from the RST-2 Resort Zoning District to the Parks and Recreation (PR) Zoning District. The motion was seconded by Mr. Wilson.*

Mr. Widuch thanked all those who made comments at both of the public hearings and by email. He stated that in the best interest of the entire Island he would be voting to approve the second reading of the ordinances.

Mr. Wilson was also thankful for the comments made by the public. He expressed his confidence that the Resort will provide the appropriate buffer and landscaping to minimize, if not eliminate, the impact of the new conference center on the Courtside Villas.

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

## **VII. New Business:**

- A.** Approval to Amend the October 5, 2010 Development Agreement with Kiawah Island Golf Resort

Mayor Weaver gave a brief history of the Development Agreements the Town has with the Developer and the Kiawah Island Golf Resort (KIGR). He noted the agreement lays out the rights and obligations between the two entities and works in conjunction with the zoning ordinances, along with interactions with entities such as the Architectural Review Board (ARB) and the Community Association which have to take place before a project is developed.

Mayor Weaver highlighted for Council Members the critical items that revise the 2010 KIGR Development Agreement (DA). The amendments incorporate properties purchased by the KIGR, reflecting all of the approved and pending zoning changes, addition of language which places obligations and clarifies expectations on the East Beach facility demolition, extension of the DA to 2027, and the potential relocation and/or reconfiguration of roads and intersections to create better traffic patterns. He clarified the DA places overall restrictions on the density of dwelling units and hotel rooms that can be built on a parcel and those standards are not being changed in the amendment.

***Mr. Wilson made a motion to approve the first amendment of the October 5, 2010 Development Agreement with Kiawah Island Golf Resort. The motion was seconded by Mrs. Mezzanotte.***

Mr. Wilson expressed his concern with the item “East Beach Check-In,” which states that, “prior to demolition the owner will have a landscape plan approved by the ARB,” but does not include an implementation time. He asked if a completion schedule could be included.

***Following further discussion the motion was unanimously passed.***

**B. Approval of the Carolina Waste Contract Amendment**

Ms. Tillerson stated the approval of the contract amendment was recommended by the Ways and Means Committee. There was a concern with the language of Item 10; *Responsibility for Materials Collected* and a question as to why the Town would want to be responsible for the materials once they have been disposed of. Mr. Green, the Town Attorney, reviewed the language and indicated it would give the Town the right to retrieve anything that was accidentally disposed of.

***Mr. Widuch made a motion to approve the Carolina Waste Contract Amendment. The motion was seconded by Mrs. Mezzanotte.***

***Following further discussion the motion was unanimously passed.***

**C. Approval of the Selection of a Contractor for Janitorial Services**

Ms. Tillerson stated that the approval to issue a one-year contract to Summit Building Services, Inc., running from August 1, 2017 to July 31, 2018, was recommended by the Ways and Means Committee. She noted the Town received only two bids to the RFP (Request for Proposals) released with Summit Building Services having the lowest bid.

***Mr. Widuch made a motion to approve the selection of Summit Building Services in the amount of \$7,251.00 per annum. The motion was seconded by Mr. Wilson***

***Following further discussion the motion was unanimously passed.***

**D. Approval of the Selection of a Contractor for Information Technology Support Services**

Ms. Tillerson stated the approval of the contractor selection was recommended by the Ways and Means Committee. To seek a solution to some of the service and equipment issues the Town currently experiences, Mr. Martin enlisted IT (Information Technology) specialists from the Community Association, Kiawah Partners, and Resort as consultants. She gave a brief background on the selection process that determined the final three companies. Staff site visits to local offices helped in making the final selection. The staff recommendation was to accept the proposal from Integral Solutions Group and negotiate the terms of the contract. Ms. Tillerson indicated the negotiation provided an additional \$2000.00 savings.

***Mr. Widuch made a motion to approve the selection of Integral Solutions. The motion was seconded by Mrs. Mezzanotte and was unanimously passed.***

#### **E. Approval of the Town's New Accounting Policies and Procedures**

Mayor Weaver indicated the Policies and Procedures have been reviewed by the Ways and Means Committee and was recommended for approval. Ms. Tillerson indicated that Mr. Wilson recommended the development of a schedule which establishes authorized spending limits for each position. After reviewing the request, she will be working to amend the Town's Procurement Ordinance and in turn, will amend the Accounting Policies and Procedures.

***Mr. Wilson made a motion to approve the Town's New Accounting Policies and Procedures. The motion was seconded by Mr. Widuch.***

***Following further discussion the motion was unanimously passed.***

#### **F. Review and Discussion of the Proposed Employee Handbook**

Ms. Tillerson stated that last year a Human Resource (HR) Work Group was formed by Town Council to assist the Town Administrator in reviewing the Town of Kiawah Island (TOKI) Employee Handbook dated January 2012. The committee met several times between August and October of 2016, with the goal and purpose of reviewing the following:

- Policies and Procedures
- Benefits and Privileges
- Compensation and Performance Evaluation Process
- Handbook Structure

Ms. Tillerson stated the draft has been reviewed by the Town Attorney as well as a Labor Attorney and edits have been made based on their recommendations. She gave an overview of some of the new policies on:

- Staff compensation in the event of non-operation
- Interaction with media
- Paid Time Off/ Personal Time Off
- Tuition reimbursement
- Professional Work Place
- Ethical Conduct

She asked for feedback from members of Council to incorporate into a document to be presented at the next Council meeting for approval.

#### **VIII. Town Administrator's Report:**

Ms. Tillerson reported that in May of this year amendments were made to the Freedom of Information Act (FOIA). She stated that the Town's website has been updated to reflect the changes and gave a brief overview of the changes. Mayor Weaver added that the rates the Town charges for staff time and coping are in compliance with the reasonable standards.

Ms. Tillerson reported the final invoices have been received for the legal expense in the Kiawah Utility Rate case. The total cost that will be shared by the Community Association is \$16,000.00.

Ms. Tillerson stated that FEMA has approved to reimburse the Town up to \$160,000.00 in public debris removal after Hurricane Matthew. An appealed letter had been sent to FEMA for the balance of the reimbursements which were submitted and denied.

**IX. Council Member:**

- a. Committee Updates
- b. General Comments

Mr. Widuch stated he was informed by Chief Walz that the temporary trailer will be inspected by the Kiawah Building Officials on Friday to obtain the Certificate of Occupancy (CO). The demolition of Station 6 is expected to begin the last week in July or the first week in August.

Mr. Widuch stated that traffic on Beachwalker Drive during the 4<sup>th</sup> of July holiday was reported by Captain Martin as going well, with only one complaint.

Mr. Widuch reported the Municipal Center Committee will have a walk-thru of the building on July 22<sup>nd</sup> with a CO to be issued tomorrow for the main building. He stated the project is still under budget by approximately \$500,000.00.

Mr. Wilson reported he attended the June 19<sup>th</sup> CHATS (Charleston Area Transportation Study) meeting. He stated that a presentation by DOT on projects being add to the list of potential road changes noted the improvement of the traffic flow on Main Road and a reference made to the improvement of River Road with both projects having no further details.

Mr. Wilson reported on a meeting of the State Infrastructure Bank on July 20<sup>th</sup> in Columbia to discuss the completion of I-526. He noted the meeting will be streamed live.

Mrs. Mezzanotte reported the first Arts Council Event “The Festival of Mountain Music” held at Freshfields on July 2<sup>nd</sup> was attended by approximately 400 people. She noted that Mrs. Braswell Edgerton was interviewed by Chanel 5 News at the event. The next Arts Council Event will be held in August.

Mrs. Mezzanotte reported the auditors are performing their interim review for risk assessment before the year-end work. The audit is scheduled for August 29<sup>th</sup>, with financials to be presented at the October meeting

**X. Citizens’ Comments:**

**Wendy Kulick – 38 Marsh Edge Lane**

Mrs. Kulick stated that it was her belief that the 2005 Development Agreement with the developer would expire on December 31<sup>st</sup> of 2017. She asked when the Agreement expired.

**Mayor Weaver indicated he thought the last amendment, in which Freshfields was annexed, the DA was extended to 2023. He would check the date.**

Mrs. Kulick asked if there will be any signage or icons at the new building referencing concealed weapons not being allowed in the building.

**Mr. Wilson indicated that it was illegal to bring any kind of concealed weapon into a municipal building. Mayor Weaver stated the issue will be looked into.**

Mrs. Kulick asked if there was any status from the US Attorney's Office or State Solicitor's Office on charges being filed on the alleged embezzlement by the former Town Administrator and Treasurer and the statute of limitation on any civil suite which could be filed.

**Mayor Weaver stated that there was no further information with respect to the Federal Attorney though active investigations still continue. No decision has been made on if any action will or will not be taken.**

**Roger Warren – 39 Cotton Hall – KIGR**

Mr. Warren expressed his thanks to all involved for the very professional and detailed process which was used for the approval of the zoning changes requested and amendment to the Development Agreement. He stated the Resort heard the concerns expressed by a number of people at the Public Hearings, and hopes, when possible, to impact those concerns in a positive way.

**XI. Executive Session:**  
None

**XII. Adjournment:**

*Mr. Widuch motioned to adjourn the meeting at 3:15 pm. The motion was seconded by Mr. Wilson and carried unanimously.*

**Submitted by,**

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**Petra S. Reynolds, Town Clerk**

**Approved by,**

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**Craig E. Weaver, Mayor**

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**Date**



STATE OF SOUTH CAROLINA)

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

COUNTY OF CHARLESTON)

**WHEREAS**, the Town of Kiawah Island and **ISLAND BEACH SERVICES, Inc.** entered into a Non-Exclusive Beach Franchise Agreement on April 1, 2015 for the purpose of conducting commercial activities within a defined area of the beach.

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

1. **TERM:** The Agreement term shall include an option for two (2) one-year extensions commencing at the conclusion of the current three-year term.
2. **FRANCHISE CONSIDERATION:** During the term of the agreement, including any renewal term, an annual franchise fee of \$200,000.00 or 25% of the previous year's gross income, whichever is greater, is payable with the renewal of the annual business license.

All other provisions of the Agreement entered into on April 1, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 1st day of August 2017.

WITNESSES

TOWN OF KIAWAH ISLAND

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

By: \_\_\_\_\_  
Its: Mayor

ISLAND BEACH SERVICES

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

By: \_\_\_\_\_  
Its: President






# CARTA

CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY

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## MEMORANDUM

TO: Board of Directors

FROM: Robin W. Mitchum, Deputy Director of Finance and Administration 

SUBJECT: FY17/18 Proposed Budget

DATE: June 21, 2017

Please find attached the FY17/18 Proposed Budget for your consideration. The FY17/18 Budget is approximately 34% or \$10,720,815 increase over the FY16/17 Budget.

### Revenues

The majority of the changes in revenue are reflected in federal revenue. This revenue line includes funding for the intermodal facility construction, bus & bus facilities and other capital items. A more detailed explanation of line item changes includes:

- Federal - The increase reflects the drawdown and utilization of the Intermodal Center funds and Discretionary funds to purchase new commuter buses.
- State Mass Transit Funds – This increase reflects additional funds for facility improvements and the purchase of low floor cutaway buses.
- Sales Tax-Charleston County – The increase in this line item reflects the actual County contribution from the 1<sup>st</sup> half-cent sales tax and 2<sup>nd</sup> half-cent sales tax.
- Charleston County – Intermodal revenue is the cash on hand.
- Capital Revenue – Cash on hand restricted for Shelter construction.

### Expenditures

The majority of the changes in expenditures are reflected in the capital expenses related to the intermodal facility construction, bus & bus facilities and other capital items. A more detailed explanation of changes is as follows:

- Staff salaries and benefits – The increase reflects the increase in employer contributions for retirement, FICA, and insurance benefits.

- Marketing – The decrease is due to the website update that will be completed in FY17.
- Office equipment rental – The decrease reflects the termination of the copier lease for John Street office.
- Office equipment maintenance – The increase includes software maintenance.
- Communications - The increase reflects projections for the upcoming year based on actual costs in FY17.
- Advertising – The decrease reflects projections based on current year needs.
- Professional Services – This line was reduced based on our projected need for outside professional services in the upcoming fiscal year.
- Vehicle Maintenance – The increase is based on FY17 actual costs.
- Paratransit – This line item was increased slightly to account for some growth in the ridership and costs associated with providing tele-ride service.
- Intermodal Infrastructure Construction – The increase reflects the completion of the Intermodal center.
- Rolling Stock – This line item reflects the amount of funds we have available for the acquisition of commuter buses.
- Bus Shelter Construction/Bench Install – The budget includes previously awarded funds for the installation of new bus shelters.
- Security cameras - The budget reflects the utilization of previously awarded grant funds to install cameras.
- Fare boxes – This line item includes the replacement of the aging Fare box system.
- Capital – This line item includes funds received from SCDOT for facility improvements.
- Engineering – The line item includes professional services related to facility maintenance and bus shelter installation.

As we are still several months away from the start of the new fiscal year, this budget is subject to revision. We will continue to monitor the budget to insure revenues and expenditure remain aligned and we will make recommended revisions as necessary.

If you have any questions, please contact me at 843-529-0400 ext. 213 or [robinm@bcdcog.com](mailto:robinm@bcdcog.com).

**CARTA**  
**FY2018 Proposed Budget**

	<u>FY17 Budget</u>	<u>Proposed FY 18 Budget</u>	<u>Variance</u>
<b><u>Revenues</u></b>			
Farebox	2,370,254	2,370,254	-
Passes	585,388	585,388	-
COC Shuttle	452,580	452,580	-
MUSC	807,000	807,000	-
City of Charleston - DASH	516,600	516,600	-
City of North Charleston	552,623	551,623	(1,000)
Federal	15,401,154	22,657,159	7,256,005
State Mass Transit Funds	617,440	963,467	346,027
Sales Tax - Charleston County	8,147,000	10,606,750	2,459,750
Charleston County - Intermodal	1,021,377	1,200,000	178,623
Capital Revenue (On Hand)	-	600,000	600,000
Charleston County EOC	47,316	-	(47,316)
Advertising	896,000	900,000	4,000
Interest	124	-	(124)
Insurance Proceeds	75,000	-	(75,000)
Sale of Asset	50,000	50,000	-
Miscellaneous	150	-	(150)
<b>TOTAL REVENUES</b>	<b>31,540,006</b>	<b>42,260,821</b>	<b>10,720,815</b>
<b><u>Expenditures</u></b>			
Staff Salaries & Benefits	147,327	150,718	3,391
Supplies	15,000	15,000	-
Printing	60,000	60,000	-
Marketing	70,000	10,000	(60,000)
Automotive	2,880	1,945	(935)
Accounting (Auditing)	21,250	21,250	-
Postage	2,500	2,500	-
Dues/Memberships	1,100	750	(350)
Training/Travel	-	-	-
Office Equipment Rental	34,374	601	(33,773)
Office Equipment Maintenance	35,174	124,174	89,000
Rent	21,110	21,710	600
Communications	108,167	112,810	4,643
Utilities	10,500	10,500	-
Advertising	23,088	20,000	(3,088)
Money Counting	6,000	6,000	-
Professional Services:	21,520	11,000	(10,520)
Contract Services	1,434,511	1,434,511	-
Vehicle Maintenance	186,372	200,000	13,628
Operating Fees & Licenses	28,706	28,706	-
Insurance	561,000	561,000	-
Fuel	1,105,340	1,105,340	-

**CARTA**  
**FY2018 Proposed Budget**

	<u>FY17 Budget</u>	<u>Proposed FY 18 Budget</u>	<u>Variance</u>
Fixed Route	12,084,000	12,084,000	-
Paratransit	2,282,343	2,352,486	70,143
Miscellaneous	38,256	12,000	(26,256)
Intermodal Infrastructure - Construction	7,870,000	13,500,000	5,630,000
Rolling Stock	1,866,627	7,902,000	6,035,373
Support Vehicles	250,661	-	(250,661)
Bus Shelter Construction/Bench Install	668,864	605,560	(63,304)
Security Cameras	344,084	120,682	(223,402)
Fareboxes	1,000,000	1,035,027	35,027
Signage	70,015	-	(70,015)
Automated Vehicle Locator	919,237	-	(919,237)
Capital (IT, Facility Repairs/Maint)	250,000	700,551	450,551
Engineering	-	50,000	50,000
<b>TOTAL EXPENDITURES</b>	<u>31,540,006</u>	<u>42,260,821</u>	<u>10,720,815</u>
 Excess (Deficit) of Revenues Over (Under) Expenditures	 <u>-</u>	 <u>-</u>	

CARTA  
Proposed FY17/18 Budget Detail

	Administration	Operating	Capital	TOTAL
<b>EXPENDITURES:</b>				
Salaries & Benefits	-	150,718	-	150,718
Total Direct Personnel	-	150,718	-	150,718
Supplies	15,000	-	-	15,000
Printing		60,000		60,000
Marketing	10,000			10,000
Automotive	1,945			1,945
Accounting (Auditing)	21,250			21,250
Postage	2,500			2,500
Dues/Memberships	750			750
Training/Travel	-			-
Equipment Rental	601			601
Office Equipment Maintenance	33,174	91,000		124,174
Rent	4,200	17,510		21,710
Communications	12,890	99,920		112,810
Utilities		10,500		10,500
Advertising	20,000			20,000
Money Counting		6,000		6,000
Professional Services	11,000			11,000
Contract Services	75,000	1,359,511		1,434,511
Vehicle Maintenance		200,000		200,000
Operating Fees & Licenses		28,706		28,706
Insurance	11,000	550,000		561,000
Fuel		1,105,340		1,105,340
Fixed Route		12,084,000		12,084,000
Paratransit		2,352,486		2,352,486
Miscellaneous	12,000			12,000
Intermodal Infrastructure - Construction			13,500,000	13,500,000
Rolling Stock			7,902,000	7,902,000
Support Vehicles			-	-
Bus Shelter Construction/Bench Install			605,560	605,560
Security Equipment			120,682	120,682
Fareboxes			1,035,027	1,035,027
Automated Vehicle Locator			-	-
Facility Repairs			700,551	700,551
Signage			-	-
Engineering			50,000	50,000
<b>TOTAL EXPENDITURES</b>	<b>231,310</b>	<b>18,115,691</b>	<b>23,913,820</b>	<b>42,260,821</b>

CARTA  
Proposed FY17/18 Budget Detail

	Administration	Operating	Capital	TOTAL
<b>REVENUE</b>				
Farebox		2,370,254		2,370,254
Passes		585,388		585,388
COC Shuttle		452,580		452,580
MUSC		807,000		807,000
City of Charleston - DASH		516,600		516,600
City of North Charleston			551,623	551,623
Federal - Intermodal			10,124,926	10,124,926
Federal - Operating		5,903,588		5,903,588
Federal - Bus & Bus Facilities			6,153,600	6,153,600
Federal passed through COG		200,000	178,500	378,500
Federal - Safety & Security			96,545	96,545
SCDOT - OPT			963,467	963,467
Sales Tax - Charleston County	-	6,611,591	3,995,159	10,606,750
Charleston County - Intermodal			1,200,000	1,200,000
Capital Revenue (On hand)			600,000	600,000
Advertising	231,310	668,690		900,000
Interest				-
Insurance Proceeds				-
Sale of Asset			50,000	50,000
Miscellaneous				-
<b>TOTAL REVENUES</b>	<b>231,310</b>	<b>18,115,691</b>	<b>23,913,820</b>	<b>42,260,821</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	-	-	-	-

**CARTA**  
**DETAILED BUDGETED EXPENDITURES**  
**FY 2017/2018**

		Budget FY 2017	Original Budget FY 2018	Increase (Decrease)
SALARIES & BENEFITS	Salaries	106,347	106,347	-
	Retirement	12,294	14,421	2,127
	FICA	7,154	8,136	982
	Insurance	12,832	13,024	192
	Retiree Insurance	8,700	8,790	90
	Total	147,327	150,718	3,391
SUPPLIES	Admin/Operations	15,000	15,000	-
	Total	15,000	15,000	-
MARKETING	Promotional	10,000	10,000	-
	Contractual	60,000	-	(60,000)
	Total	70,000	10,000	(60,000)
AUTOMOTIVE	Parking/Mileage/Service	2,880	1,945	(935)
	Total	2,880	1,945	(935)
ACCOUNTING	Contractual	-	-	-
	Audit	21,250	21,250	-
	Total	21,250	21,250	-
POSTAGE	John Street	2,500	2,500	-
	Total	2,500	2,500	-
DUES & MEMBERSHIPS	Metro Chamber	500	500	-
	SCAMI/TASC	600	250	(350)
	Total	1,100	750	(350)
TRAINING & TRAVEL	SCAMI	-	-	-
	FTA	-	-	-
	Total	-	-	-
EQUIPMENT RENTAL	Copier	33,773	-	(33,773)
	Repair (Service Call)	-	-	-
	Miscellaneous Equipment	601	601	-
	Total	34,374	601	(33,773)
OFFICE EQUIPMENT MAINTENANCE	IT	33,174	33,174	-
	Money Counting Equipment	2,000	2,000	-
	Trapeze	-	14,000	14,000
	AVL	-	75,000	75,000
	Total	35,174	124,174	89,000

**CARTA**  
**DETAILED BUDGETED EXPENDITURES**  
**FY 2017/2018**

		Budget FY 2017	Original Budget FY 2018	Increase (Decrease)
RENT	Land	6,000	6,000	-
	Park & Ride	7,875	7,875	-
	Document Storage	3,600	4,200	600
	SC Works Charleston Center	3,635	3,635	-
		<u>21,110</u>	<u>21,710</u>	<u>600</u>
COMMUNICATIONS	Telephone/Internet	6,067	12,890	6,823
	Mobile	27,500	9,600	(17,900)
	Tablets - Buses	-	15,720	15,720
	Radios	74,600	74,600	-
	Total	<u>108,167</u>	<u>112,810</u>	<u>4,643</u>
UTILITIES	Electricity	8,000	8,000	-
	Water	2,500	2,500	-
		<u>10,500</u>	<u>10,500</u>	<u>-</u>
ADVERTISING	ALL	23,088	20,000	(3,088)
		<u>23,088</u>	<u>20,000</u>	<u>(3,088)</u>
PROFESSIONAL SERVICES	Legal	4,800	6,000	1,200
	Other	16,000	5,000	(11,000)
	Payroll	720	-	(720)
		<u>21,520</u>	<u>11,000</u>	<u>(10,520)</u>
CONTRACT SERVICES	Management Services	75,000	75,000	-
	Shared Services (IGA)	1,359,511	1,359,511	-
		<u>1,434,511</u>	<u>1,434,511</u>	<u>-</u>
PRINTING		60,000	60,000	-
		<u>60,000</u>	<u>60,000</u>	<u>-</u>
MONEY COUNTING		6,000	6,000	-
		<u>6,000</u>	<u>6,000</u>	<u>-</u>
VEHICLE MAINTENANCE		186,372	200,000	13,628
		<u>186,372</u>	<u>200,000</u>	<u>13,628</u>
OPERATING FEES & LICENSES		28,706	28,706	-
		<u>28,706</u>	<u>28,706</u>	<u>-</u>
INSURANCE	Administration	11,000	11,000	-
	Operating	550,000	550,000	-
		<u>561,000</u>	<u>561,000</u>	<u>-</u>
FUEL		1,105,340	1,105,340	-
		<u>1,105,340</u>	<u>1,105,340</u>	<u>-</u>



**CARTA**  
**DETAILED BUDGETED EXPENDITURES**  
**FY 2017/2018**

	Budget FY 2017	<i>Original</i> Budget FY 2018	Increase (Decrease)
FIXED ROUTE	12,084,000	12,084,000	-
	<u>12,084,000</u>	<u>12,084,000</u>	<u>-</u>
PARATRANSIT	2,282,343	2,352,486	70,143
	<u>2,282,343</u>	<u>2,352,486</u>	<u>70,143</u>
MISCELLANEOUS	38,256	12,000	(26,256)
	<u>38,256</u>	<u>12,000</u>	<u>(26,256)</u>
CAPITAL			
Intermodal Facility	7,870,000	13,500,000	5,630,000
Rolling Stock/Fleet Repair	1,866,627	7,902,000	6,035,373
Support Vehicles	250,661	-	(250,661)
Security/Cameras	344,084	120,682	(223,402)
Bus Shelters/Benches	668,864	605,560	(63,304)
Signage	70,015	-	(70,015)
Fareboxes	1,000,000	1,035,027	35,027
Automated Vehicle Locator (AVL)	919,237	-	(919,237)
Facility Maintenance	250,000	700,551	450,551
Miscellaneous Engineering	-	50,000	50,000
	<u>13,239,488</u>	<u>23,913,820</u>	<u>10,674,332</u>



STATE OF SOUTH CAROLINA)  
COUNTY OF CHARLESTON)

**AMENDMENT TO  
KIAWAH ISLAND MUNICIPAL CENTER  
LANDSCAPE MAINTENANCE AGREEMENT**

**WHEREAS**, the Town of Kiawah Island and **The Greenery, LLC** entered into a contract on May 1, 2016 for the purpose of providing professional landscape and maintenance services for its owned properties, commonly known as the Kiawah Island Parkway, and bike path, Beachwalker Drive, Kiawah Island Roundabout, existing Municipal Center and the new Municipal Center.

**WHEREAS**, the Town and The Greenery, LLC wish to amend said Agreement as follows:

1. **SCOPE OF SERVICE:** The Agreement is amended to include the following;
  - a. Remove all services to the Municipal Center grounds at 21 Beachwalker Drive.
  - b. Expand services for the Municipal Center grounds at 4475 Betsy Kerrison Drive.
2. **CONTRACT DOCUMENTS:** The Agreement will incorporate an updated Exhibit B – Price Breakdown Sheet to reflect the removal of services for 21 Beachwalker Drive and the addition of services for 4475 Betsy Kerrison Parkway.
3. **CONTRACT PRICE:** The Agreement is amended to reflect a not to exceed amount of \$160,037.08 annually, unless otherwise modified by Town Council.
4. **EFFECTIVE DATE:** This agreement amendment shall be effective on August 1, 2017.

All other provisions of the Agreement entered into on May 1, 2016 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment this 1<sup>st</sup> day of August 2017.

WITNESSES

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

WITNESSES

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

**TOWN OF KIAWAH ISLAND**

By: \_\_\_\_\_  
Its: Mayor

**THE GREENERY, LLC**

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



## 2017 Landscaping Maintenance

*Revised to include pricing for new Municipal Center*

## Exhibit B

The Town of Kiawah  
4475 Betsy Kerrison Parkway  
Kiawah Island, South Carolina 29455

### Pricing Break Down

#### Weekly Maintenance

Kiawah Island Parkway and Bike Path  
Round-a-bout (circle)  
Municipal Center  
Beachwalker Drive  
Flag Pole (intersection of Parkway and Beachwalker)  
Extra Garbage Collection

#### Monthly Fee

#### Annual Fee

\$	3,251.25	\$	39,015.00
\$	939.25	\$	11,271.00
\$	3,260.00	\$	39,120.00
\$	722.50	\$	8,670.00
\$	361.25	\$	4,335.00
\$	361.25	\$	4,335.00

**SubTotal**

**\$ 106,746.00**

#### Mulch

Parkway and Bike Path  
350 cu yds Annual Hardwood Mulch  
Round-a-bout (circle)  
500 bales Pinestraw (twice a year)  
Municipal Center, Betsy Kerrison Parkway (TBD)

\$	1,500.00	\$	18,000.00
\$	291.57	\$	3,500.00

Total \$ 21,500.00

Tax \$ 1,296.45

**SubTotal \$ 22,796.45**

Flowers \*pricing is for 2 full rotations per year

Parkway and Bike Path and Round-a-bout  
Flag Poles (Beachwalker median and Parkway)

\$	931.08	\$	11,173.00
\$	1,269.13	\$	15,229.56
Total		\$	26,402.56
Tax		\$	1,592.07
<b>SubTotal</b>		<b>\$</b>	<b>27,994.63</b>

Aeration - Annual - (all turf areas)

**SubTotal**

**\$ 2,500.00**

**Grand Total**

**\$ 160,037.08**





## Request for Town Council Action

**TO:** Mayor and Town Council

**FROM:** Stephanie Monroe Tillerson, AICP, Town Administrator

**SUBJECT:** Proposed Employee Handbook

**DATE:** July 28, 2017

---

### **BACKGROUND:**

Please find attached the 2017 Employee Handbook. This handbook contains policy and program information that defines the responsibilities of staff members and the Town's commitments to staff.

Last year, the Human Resource (HR) Work Group was formed by Town Council to assist the Town Administrator in reviewing the TOKI Employee Handbook dated January 2012. The committee met several times between August – October of 2016 with the goal and purpose of reviewing the following: Policies and Procedures; Benefits and Privileges; and Compensation and Performance Evaluation Process all prescribed in the TOKI Employee Handbook dated January 2012.

The Work Group: Maggie Hawkins, KICA, Former Director of Human Resources; Theresa Widuch, Former HR Director; Russ Crane, Former HR Vice President; and Craig Weaver, Councilmember, Town Council Liaison.

### **ANALYSIS:**

The Work Group three main considerations as they reviewed and discussed the current Employee Handbook were:

- What policies and procedures if any are missing, need clarification, or lack substance?
- Is there ambiguity with Paid Time Off and Paid Sick Time Off?
- The Town's compensation philosophy, policies and/or programs. How is the Town determining its pay schedule? Are we looking at peer groups to assess the market competitiveness?
- Overall, is the Employee Handbook structured in a common-sense way? As they read through the Handbook I asked if they questioned any of the content or the purpose of a section?

The Group reviewed several other Employee Handbooks from comparable municipalities, KICA, and a Model Employee Handbook from the Municipal Association of South Carolina. After an extensive review and discussion with the Work Group, it was determined that a complete rewrite of the TOKI Employee Handbook was needed.

### **ACTION REQUESTED:**

At this time, no action is required. Please take this opportunity to review the final draft of the Employee Handbook for the TOKI. Ideally, I would like to bring this back to Town Council at the regular scheduled August meeting for approval consideration.

**BUDGET & FINANCIAL DATA:** N/A





**IMPORTANT NOTICE**

**DISCLAIMER & ACKNOWLEDGEMENT**

**THIS DISCLAIMER IS INTENDED TO COMPLY WITH**

**S.C. CODE ANN. § 41-1-110.**

**THIS HANDBOOK SHALL NOT CREATE**

**AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT.**

I CERTIFY THAT I HAVE RECEIVED THE TOWN OF KIAWAH ISLAND (THE "TOWN") EMPLOYEE HANDBOOK DATED (04/17). I CERTIFY THAT I HAVE READ THE ABOVE DISCLAIMER AND EXPRESSLY UNDERSTAND THAT THE EMPLOYEE HANDBOOK DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. I UNDERSTAND THAT THE EMPLOYMENT RELATIONSHIP IS "AT-WILL" AND CAN BE TERMINATED BY EITHER THE TOWN OR ME AT ANY TIME, FOR ANY REASON, OR FOR NO REASON.

IT IS MY RESPONSIBILITY TO READ AND COMPLY WITH THE ENTIRE HANDBOOK AND ANY REVISIONS MADE TO IT. I UNDERSTAND THAT I HAVE THE OPPORTUNITY NOW OR IN THE FUTURE TO ASK MANAGEMENT CONCERNING ANY QUESTIONS REGARDING THE MEANING OR APPLICATION OF ANY PART OF THIS HANDBOOK. I AGREE TO OBSERVE AND SUPPORT THE POLICIES, PROCEDURES, GUIDELINES, AND ALL OTHER PROVISIONS IN THE HANDBOOK AND UNDERSTAND THAT VIOLATING THESE POLICIES, PROCEDURES, GUIDELINES, AND OTHER PROVISIONS MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT. I UNDERSTAND THAT THE TOWN EMPLOYEE HANDBOOK WILL BE REVIEWED PERIODICALLY, AND THAT THE TOWN RESERVES THE RIGHT TO ALTER, AMEND, MODIFY, OR TERMINATE ANY BENEFITS OR PROVISIONS CONTAINED IN THE HANDBOOK AT ANY TIME IT CHOOSES.

---

Employee (Print Name)

---

Employee (Signature)

---

Date

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---

Employee (Print Name)

---

Employee (Signature)

---

Date

**TOWN OF KIAWAH ISLAND**

**POLICY MANUAL**

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# Welcome

Welcome!

On behalf of the Town Council and your fellow employees, we welcome you to the Town and wish you every success here. We believe that each employee contributes directly to the Town's growth and success, and we hope you will take pride in being a member of our team. We have chosen you to work at the Town because we believe you are an exceptional person. The talents and skills that you possess, and your desire to do your job to the best of your ability, is why we want you on our team.

The strength and vitality that the Town of Kiawah enjoys today is due in no small part to the many contributions of our employees. The Town of Kiawah benefits greatly from the dedication and professionalism that each of you brings to your work. Your unique skills and talents are vital to our ongoing success and your contributions will help us continue to provide services of the highest quality to our customers.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. You should familiarize yourself with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with the Town.

Our vision for the organization is to be a proud workforce that empowers each employee by encouraging creativity, inspiring integrity and promoting excellence. Our core values are pride, integrity and commitment. You should have an idea of what these words mean to you, but you need to take the extra step to make sure you understand what these words mean for the work that you do for our citizens. Not only will everyone be evaluated by these standards, we all need to be on the same page so we can work together to make our vision a reality.

The Town of Kiawah also places a high value on customer service. Customer service is showing your customers by your actions that you value them and you want them to be satisfied with both the outcome of the situation as well as how the situation was handled. Customer service is more than something you offer. Customer service is an attitude and one that all employees should share.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Stephanie Monroe Tillerson, AICP  
Town Administrator  
Town of Kiawah Island

## SECTION I. MISSION AND PURPOSE STATEMENT

### 1.00 Mission Statement

The mission of Kiawah Town Government is to provide effective public services in a responsible and efficient manner supporting the common good of our community.

### 1.01 Purpose

It is important that all supervisors, employees and elected officials understand and abide by the expectations of conduct and the work rules that form the employment relationship between the Town and its employees. This Employee Handbook is intended to describe the policies and work rules that apply to all employees of the Town of Kiawah Island.

These policies do not constitute a contract and may be modified, added to or eliminated from time to time, at the discretion of the Town. No supervisor, employee or Council member may make changes to these policies, offer promises or make commitments that conflict with these policies, without the written authority of the Mayor. Additionally, changes or exceptions to certain policies and programs may require approval of the Town Council. The policies included in the Handbook supersede any policies, written or oral, issued prior to August 1, 2017. If you have any questions about any of these policies you should discuss them first with your immediate supervisor, or with the Town Administrator if your supervisor is not able to address your question or concern.

These policies are intended to cover the most common and routine personnel actions as well as the conduct of employees, temporary employees and volunteers. Policy questions not specifically covered in the Handbook should be brought to the attention of the Town Administrator.

If any section, subsection, or provision of these policies is found to be invalid or unlawful, that ruling shall not affect the validity, intent and effect of any other sections.

Approved policy changes are generally distributed via memorandum or e-mail. While there is no guarantee that all changes will be distributed in writing, the Town will notify employees of changes to the policies described in this Handbook. Employees are encouraged to access the Handbook located on the Town's intranet for the most current version of personnel policies and procedures.



## SECTION II. EMPLOYMENT POLICIES

### 2.00 Americans with Disabilities

The Town is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act (ADAAA). It is the Town's policy not to discriminate against any qualified employee or applicant regarding any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Town will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Town aware of his or her disability, provided that such accommodation does not constitute an undue hardship to the Town. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job must contact the Town Administrator. If the employee has a complaint regarding a request for accommodation that involves the Town Administrator s/he can refer their complaint to the Mayor or Town Attorney.

### 2.01 Equal Employment Opportunity

The Town is committed to equal employment opportunities for all. Equal Employment Opportunity has been, and continues to be, a fundamental principle at the Town of Kiawah Island. Employment and promotion are based upon personal capabilities, qualifications and contractual guidelines without regard to race, color, religion, age, sex, national origin, sexual orientation, or disability or any other protected characteristic as established by law. This policy applies to all terms and conditions of employment including policies and procedures relating to recruitment and hiring, compensation, working condition, benefits, and termination from employment. The Town also prohibits retaliation against employees who have reported discrimination. Any employee who believes they have been discriminated against in violation of this policy should report the matter to the Town Administrator.

### 2.02 Harassment, Sexual Harassment, Hostile Environment, Discrimination, Retaliation

The Town is committed to maintaining a work environment in which all individuals are treated with respect and dignity. The Town prohibits unlawful discriminatory practices, including sexual harassment and inappropriate sexual conduct, harassment, creating a hostile work environment and retaliation. The Town has a zero tolerance for these behaviors and violation of this policy constitutes grave misconduct and may lead to disciplinary action including termination.

### 2.03 Complaint Procedure and Investigation

The Town does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment. The Town will promptly investigate any complaint of discrimination, harassment or other violation of Town policy and take appropriate corrective action.

If you believe that the Town's policies regarding harassment have been violated by anyone with whom you come in contact on the job, regardless of whether it is by a fellow worker, a supervisor, a member of Town Council or a member of the public, you have a responsibility to report the incident(s) to your supervisor or to the Town Administrator. Complaints against the Administrator or a member of Town Council should be made to the Mayor. Complaints against the Mayor should be made to a member of Town Council or the Town Attorney. Timeliness of reporting an allegation of harassment is extremely important and will allow for a more complete investigation. All employees are expected to cooperate in any investigation.

Any supervisor who observes an incident of, or receives a complaint of, harassment has an obligation to investigate and/or report the incident or complaint to the Town Administrator or Mayor as appropriate.



## SECTION III. ADMINISTRATIVE POLICIES

### 3.00 Computer and Other Electronic Devices and Internet Use

The workplace is intended to be a place of work. An important part of work is communications and recordkeeping. No employee is at work 24 hours a day, seven days a week, and there are times when management needs access to communications or records maintained by employees in their individual workplaces. Personal items and personal communications received or stored on Town property are not entitled to privacy.

Management may search Town property and documents in Town-owned vehicles, employee desks, file cabinets, electronic devices, etc. Further, to help provide for the safety and security of Town employees, guests and property, the Town conducts video surveillance of Town property.

Electronic media raise similar issues. The Town provides electronic and telephone communication and, when necessary, computers and mobile devices to employees. Although assigned to the employee, these items still belong to the Town. Similarly, any electronic files created on or software downloaded on, a Town computer or mobile device belong to the Town. Employees may not destroy or delete files from Town computers or mobile devices except pursuant to the General Records Retention Schedules for Municipal Records.

Unacceptable and prohibited uses of the Town computer and other electronic devices include, but are not limited to the following:

1. Communicating, disseminating, downloading, or printing any threatening abusive, rude, disrespectful, discriminatory, sexually suggestive, or obscene material;
2. Political lobbying;
3. Communicating, disseminating, downloading, or printing any illegal material or material for use in or that furthers illegal activities;
4. Tampering or bypassing in any way software, security devices or security procedures installed on any Town computer in order to control, monitor and filter unwanted Internet information or communication;
5. Unauthorized viewing or transferring of material that is confidential or proprietary to the Town; and
6. Disseminating, downloading, or otherwise using destructive programs (i.e., viruses and / or self-replicating code).

You are also expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to the following:

1. Assume that all communications accessed via the Internet and e-mail create an audit trail of activity and that the Town monitors that audit trail. The employee has no expectation of privacy whatsoever related to the use of the systems.
2. Be polite. Never send messages that contain threatening, abusive, or defaming language, obscenity, or profanity.
3. Prevent dissemination of information or communication of any kind – including e-mail – containing threatening, abusive, or obscene material, inappropriate communications, or encoded files dangerous to the integrity of the network.
4. Maintain the privacy of the systems. Do not give out the name, address, or telephone number of anyone unless required in the furtherance and normal course of the Town's business. Do not share passwords with others.
5. Monitor all e-mail received under your account.
6. If you receive any e-mail or attachment that you believe violates this policy or the Town's policy against harassment, you should notify the Town Administrator.

The Town reserves the right to review voice mail, electronic mail, computer and mobile device files, text messaging, and other electronic information generated by or stored in the Town's electronic systems. The Town also reserves the right to report the finding of such reviews to appropriate agencies. The Town consents to the reasonable personal use of its computers and mobile devices. Although the Town consents to the "reasonable" use of its computers and mobile devices for personal business, what is "reasonable" is determined in the sole discretion of the Town.

### 3.01 Interaction with the Media

The official spokespersons of the Town are the Mayor, Town Administrator, Town Attorney, and the Communication Specialist, and are generally the only persons authorized to speak on behalf of the Town. Employees may not act or speak on behalf of the Town without express authorization.

### 3.02 Outside Employment

The Town expects an employee's work for the Town to take precedence over any outside employment engaged in by an employee. Employees must receive prior written approval from the Town Administrator before engaging in other employment. Should the Town, in its sole discretion, determine that the outside employment interferes with or is otherwise incompatible with employment for the Town, the employee may be asked to choose between the jobs.

Employees may not engage in any private business or activity while on Town work time or at Town workplaces.

### 3.03 Smoking Policy

To help ensure a safe and healthful working environment, smoking is prohibited in Town buildings and vehicles, and any place on Town Property. E-Cigarettes are permitted outside Town buildings.

### 3.04 Social Networks, Personal Websites and Blogs

Social networking, personal websites, and blogs have become common methods of self-expression.

Employees must understand that material posted on these media may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, that are unlawful, that contain personal attacks on coworkers, that reasonably call into question the employee's judgment, or that reasonably cause concern among the public may result in discipline, up to and including termination. Similarly, conduct that would violate Town policies if done in person also violates Town policy if done through social media.

Employees who post on media sites and who have identified themselves, or are identifiable, as an employee of the Town on those sites must make it clear that they are expressing their own views and not those of the Town.

The Town recommends that you always pause before posting. Do not publish information in haste or without thinking carefully about the impact of the statement you are about to make.

### 3.05 Special Pay Provisions During Inclement Weather or Declared Emergencies

All Town employees are essential to Town operations. This policy describes special pay provisions applicable to employees whether performing their regular responsibilities or reassigned because of inclement weather or a declared emergency.

#### Inclement Weather

- A.** The Town Administrator, upon the approval of the Mayor, may close Town Hall due to inclement weather or other short-term emergency situation. During such closures employees will receive their regular straight time earnings during the hours of the closure. Employees with approved time off will continue to use their PTO until they are scheduled to return to work.
- B.** When operations at the work location resume, employees are expected to return to work. Employees who are unable to return at that time, will have leave charged to their available accrual balances or be placed on unpaid leave.

#### **Declared Emergencies**

- A.** Applicability of Special Pay Provisions. These provisions become effective once all the following conditions are met:
  - a.** The Mayor of the Town of Kiawah Island has declared that a State of Emergency exists in the Town.
  - b.** The Town has suspended normal operations and is operating under emergency conditions.
  - c.** The Town has activated its Emergency Operations Center.
- B.** Pay During First 112.5 hours of Declared Emergency
  - a.** Non-exempt employees receive their regular pay and overtime pay consistent with the overtime regulations set forth in Section 5.01
  - b.** Exempt employees required to work during this period may receive special compensation as approved by Town Council.
  - c.** Employees who are scheduled to work but instructed not to report because of the declared emergency will receive their regular rate of pay for regularly scheduled work hours. Since Town Hall is subject to opening at any time if conditions improve, employees are expected to remain in a work-ready status during normal working hours and be reachable by phone or email during those hours.
- C.** Pay Following First 112.5 hours of Declared Emergency
  - a.** Employees not assigned responsibilities during the first 112.5 hours of a declared emergency may receive work assignments by the end of that period. Once they report to work, these employees will be paid consistent with pay provisions described below. Pay for employees who remain unassigned at the end of the 112.5 hour period will cease until they are assigned new responsibilities. These employees may use accrued paid time off to receive compensation during this period.
  - b.** Non-exempt employees receive their regular pay and overtime pay consistent with the overtime regulations set forth in Section 5.01

- c. Exempt employees receive their regular pay for their normal work hours. Town Council may approve special compensation to exempt employees during response and recovery.

The duration of such payments will vary by department and/or function. On a weekly basis, the Town Administrator will determine and report to the Mayor which department/functions are still working overtime.

- D. Since all employees are considered essential to town operations prior to, during and following declared emergencies, failure to check in when required or report when scheduled will result in disciplinary action up to and including termination.
- E. **Payroll During Emergency Closings.** If payday falls within a week a disaster is anticipated (such as a hurricane); everything possible will be done to pay employees on or before schedule.

### 3.06 Use of Town Vehicles

If an employee's job entitles or requires him or her to use a Town vehicle, the employee is responsible for the proper care of the vehicle. Abuse of or carelessness in the use of Town property is prohibited.

Under no circumstances shall a Town-owned vehicle be operated by an employee, whether on official or unofficial duty, if the employee has consumed alcohol or illegal drugs or legal drugs which adversely affect his or her ability to operate the vehicle. Additionally, the use of tobacco and smokeless tobacco in Town vehicles is prohibited. Operators are responsible for fines and damages resulting from his or her own negligence.

Any employee involved in an accident or receives a traffic citation must immediately notify the Town Administrator. In case of an accident, the employee must submit to a drug test. Upon review of the accident, if the Town Administrator determines that negligent or improper use contributed to the accident, the employee responsible for the vehicle may be subject to disciplinary action up to and including termination.

Employees, Council members, and volunteers who operate Town-owned vehicles must maintain and carry a valid driver's license for the class of vehicle being operated. Vehicles requiring special licenses or endorsements may only be driven by employees possessing the proper license or permit.

The Town performs driving record checks for prospective employees, and volunteers who will hold positions requiring a valid driver's license. Employment in the position is contingent upon receipt of satisfactory results.

Driving record checks may be conducted at any time for employees holding positions requiring a valid driver's license. At a minimum, checks are run January of every year.

Persons driving a vehicle and all authorized passengers must wear seat belts while driving or riding in Town-owned vehicles or while driving their personal vehicle on Town business.

Employees who must use a cell phone to make or receive calls while driving a Town vehicle or their own personal vehicle on Town business must obey federal, state or local laws related to use of cell phones while driving. Absent such laws, the Town encourages employees to pull off the road to a safe area to conduct business on the cell phone.

Texting or reading texts while driving a Town vehicle or their own personal vehicle on Town business is prohibited.

Vehicles assigned on a 24-hour basis are to be used for business purposes only. Business use is intended to include accomplishing work assignments and only those personal activities that can be accomplished en-route to and from work with minimum departure from direct route. **Use of Personal Vehicle for Town Business**- Employees traveling on authorized Town business on or off island may use their personal vehicle and request reimbursement of mileage. To use their personal vehicle on Town business, employees must have proof of insurance coverage and possess a current driver's license.

An employee must have auto liability insurance (for both bodily injury and property damage) and proof of a minimum policy for liability coverage of \$100,000 per person/\$300,000 per accident. Proof of such insurance is required upon hire and on an annual basis thereafter. If an employee's liability insurance lapses, the employee must immediately notify the Town Administrator.

### 3.07 **Workplace Privacy Expectations/Searches**

The workplace is intended to be a place of work. An important part of work is communications and recordkeeping. At times, management needs access to communications or records maintained by employees in their individual workplaces. Each employee should understand that personal items and personal communications received or stored on or in Town property, facilities and/or premises ("Town property") are not entitled to a guarantee of privacy.

Additionally, in the interest of a safe and drug free workplace, to safeguard property or for other legitimate business purposes, the Town may search Town property at any time, at its discretion and without notice. Such searches may take place while an employee is on or off the job. The search may include any property which belongs to the Town even though it may be loaned to the employee. In this connection, please know that all equipment and storage areas are Town property and are issued for the use of employees only during their employment with the Town. The Town reserves the right to search employee offices, desks, file cabinets, book cases, computers, laptops, etc.

At its discretion, the Town may also question employees. Employees are expected to cooperate in the conduct of such searches.



## SECTION IV. EMPLOYMENT PROCEDURES

### 4.00 Employment of Relatives

People in the same immediate family may not be employed or continue to be employed if one directly or indirectly supervises another or interacts with another in the handling of money or compensation. For purposes of this policy, immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family is also considered to include stepparents, stepchildren, stepbrothers and stepsisters when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this policy. Members of the immediate family of elected officials of the Town are not eligible for Town employment.

Situations not specifically addressed in this policy that, in the Town's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the Town's discretion.

### 4.01 Employment Status

**Regular Full-Time** employees are those who are regularly scheduled to work the Town's full-time schedule, which is thirty-seven and one-half hour (37.5) hours per week. Generally, these employees are eligible for the Town's benefits package, subject to the terms, conditions, and limitations of each benefit program.

**Regular Part-Time** employees are those who are filling a part-time position and are normally scheduled to work less than thirty (30) hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of the Town's other benefit programs.

**Introductory Employees** are part-time and full-time employee who have not yet completed their introductory period.

**Temporary Employees** are those hired for a limited period or until completion of a project or projects. Such employees may work part-time or full-time hours depending on the needs of the town. Temporary employees are not eligible for benefits.

### 4.02 Hiring

The Town endeavors to hire the most suitable candidate for open positions and encourages current employees to apply for positions for which they are qualified. The Town may also solicit and consider applications from external applicants. Decisions to fill an open position require prior approval by the Town Administrator.

### 4.03 Introductory Period

Every new employee, including former employees who have been rehired, goes through an initial period of adjustment to learn about the organization and about his or her job. During this six-month introductory period, the employee will have an opportunity to find out if he or she is suited to, and likes, his or her new position. In addition, the initial employment period gives the employee's supervisor a reasonable period to evaluate his or her performance and suitability for the position.

This period is not a guarantee of employment for six months. If the supervisor concludes at any time that an employee is not suited for the position, the employee may be terminated or may continue in an extended introductory period if approved by the Administrator.

The introductory period ends successfully when the supervisor, not sooner than six months after the employee was hired, evaluates the new employee in writing and authorizes the new employee to be re-classified as a “regular” employee.

#### 4.04 Performance Evaluations

Formal performance evaluations are conducted regularly, but the exact timing is at the Town’s discretion. Generally, the Town will provide an evaluation no later than June 30<sup>th</sup> of each year. If the employee has not received an annual performance evaluation, the employee should notify his or her immediate supervisor. Evaluations are a factor in determining merit pay increases and promotability; however, favorable evaluations do not mean an employee is entitled to either. The evaluation is intended to provide you and management with an opportunity to work together toward improved job performance. The evaluation also offers an opportunity for achieving greater job satisfaction. The evaluation will be documented, and will require the signature of both you and the Town Administrator to confirm that it has occurred.

You should make your supervisor or the Town Administrator aware of any performance problems that you may be having. Oftentimes, the performance problem may not be readily recognizable.

Ultimately, the Town’s objective in encouraging and supporting frequent open discussion on performance is to: maintain satisfactory performance; foster outstanding performance; identify candidates for promotions and provide opportunity for career counseling and development; provide a means for early interception and resolution of performance problems; and create greater job satisfaction.

#### 4.05 Personnel Records

The Town Administrator maintains an employee file on each employee. The Town treats personal information about employees as confidential and respects the need for protecting each employee’s privacy.

The Town collects and retains only such personal information as it needs to conduct business and to effectively administer its employment and benefit programs. The Town takes all possible steps to make sure that personal and job-related information about employees is accurate, complete, and relevant for its intended purpose. Wherever possible, the Town notifies affected employees if it needs additional personal information and gives these employees an opportunity to supply the requested data.

An employee should promptly report to the Town Administrator any change in information that affects employment such as: marital status, newborn children, change of address, change in telephone number, change in driver’s license and car insurance status, change in tax exemptions, insurance and retirement beneficiaries.

#### 4.06 Resignation and Terminations

A voluntary separation from Town employment is generally considered a resignation and is initiated by the employee. An employee should submit his or her resignation in writing to their supervisor or the Town Administrator at least two weeks prior to their last day of work. An employee providing the required notice shall receive his or her final paycheck on the payroll date immediately following their last day of work provided all Town property has been returned in serviceable condition. Paid Time Off (PTO) earned but unused shall be paid in the employee’s final paycheck.

The Town generally initiates an involuntary separation from Town employment. An employee may be involuntarily separated from Town employment for many reasons including but not limited to discharge for cause, failure to report to work, failure to obtain or maintain the qualifications

for their position, poor performance, lack of work, and other appropriate reasons. Paid Time Off Leave earned, but unused is forfeited.



## SECTION V. COMPENSATION AND PAYROLL

### 5.00 Classification System

Town Council may develop a system for classifying positions within the Town, including pay ranges for those positions. Classification systems and pay ranges are subject to change at any time. The establishment of pay ranges or grades for any position does not guarantee the employee of that position any rate of pay.

### 5.01 Compensation

It is the Town's intention to provide employees with competitive total compensation and the opportunity to earn higher pay commensurate with their skills, experience and performance. The Town's compensation philosophy encompasses a pay-for-performance approach. Individual salaries are determined after consideration of external competitive pay levels, internal equity and position in range, performance level, and the availability of funds.

As part of the Town's compensation program, a salary range structure is established. Salary ranges may be adjusted periodically to maintain external competitiveness. Each position is assigned to a salary range and associated salary grade based on an evaluation of job content.

Salaries represent only a portion of an employee's total compensation. Total compensation also includes the value of various employee benefits

### 5.02 Overtime

As defined in the Fair Labor Standards Act ("FLSA"), all employees, except those in positions exempted by the Act, will receive overtime pay at the rate of one and one-half (1 ½) times their hourly rate for all hours worked in excess of forty (40) hours per workweek. Our workweek is 12:01AM Sunday through 12:00PM Saturday. If you have a question, you may ask the Town Administrator.

Non-exempt employees may not work overtime without the advance authorization of their supervisor or the Town Administrator except in cases of emergency. Any employee working in excess of forty (40) hours in a workweek without obtaining prior approval from their immediate supervisor or the Town Administrator may be subject to disciplinary action, up to and including termination from employment.

PTO and Holidays are not "actual hours worked," therefore, they are not included in calculating the forty (40) hour week for purposes of calculating overtime under the FLSA.

### 5.03 Payment of Wages

Non-exempt employees are paid bi-weekly on a Friday and Exempt employees are paid on the first of every month by direct deposit. If a payday falls on a holiday or weekend, the direct deposit will be made prior to the holiday or the next business day. Employees should examine their online paystubs immediately to ensure they have been properly paid for all hours and that no improper deductions have been made. Any payment errors must be reported to payroll within 14 days after a pay period.

If an employee receives pay more than their approved amount, the Town has the right to recoup the full overpayment amount regardless of discovery date.

The Town deducts from employees' gross pay taxes and withholding required by the taxing authorities. The Town may also deduct from employees' pay the employees' share of any premium or plan contribution for insurance, retirement and similar plans that are elected by the employee. The Town may make other deductions as required by law or court order. The Town

does not make unauthorized deductions and will reimburse employees if such deductions are made inadvertently and reported to payroll.

Debts owed the Town, benefits, uniforms, tools, equipment, vehicles, keys, and other items belonging to the Town that are advanced or issued to an employee but not repaid or returned by the employee at the time of the employee's termination will be deducted from the employee's pay.

**5.04 Periodic Pay Increases**

Employees will generally be considered annually for an increase to pay. Annual merit increases, if provided, are intended to reflect an employee's performance and maintain market competitiveness. Once fiscal year performance has been evaluated, merit increases are generally received in July for non-exempt employees and August for exempt employees.

**5.05 Salary Adjustments**

Adjustments for promotion, reclassification or other job changes are subject to budgetary constraints and other factors as determined by the Mayor and Town Administrator. Adjustments are generally effective on the date of the event triggering the adjustment.

## SECTION VI. HOLIDAYS AND LEAVE POLICIES AND PROCEDURES

### 6.00 Holidays

The following days are observed as paid holidays for the employees of the Town of Kiawah Island:

New Year's Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day; and the  
Day after Thanksgiving  
Christmas Day  
Two Personal Holidays – Days of your choice

Holidays that fall on Saturday are observed the preceding Friday. Holidays that fall on Sunday are observed the following Monday. If a recognized holiday falls during an eligible employee's paid absence (e.g., PTO, scheduled paid leave), pay will be provided as Holiday instead of the PTO benefit that would otherwise have applied.

### 6.01 Personal Time Off (PTO)

Paid Time Off (PTO) is an integral part of the overall benefits package and is granted to all eligible employees (see below) of the Town. We value our employees and recognize the need for time off to be with family and friends and to take a break from the requirements of their job. Employees are expected to take their allowable time off during the calendar year. This PTO schedule also provides for short term absences due to illness or a non-job related accident. Except when due to illness, employees are encouraged to plan their PTO and provide a notice to their supervisor at least two weeks in advance. The Town reserves the right to deny requested paid time off. Additionally, in the case of conflicts, the employee with the most service will determine the schedule for the period of conflict.

New employees are entitled to 5 days/37.5 hours after completing the six months Introductory Period. The effective date for qualifying for an increased level of PTO is January 1 of the year following the anniversary year.

<u>Length of Continuous Service</u>	<u>Days/Hours credited per calendar year</u>
1 – 9 Years	20 days/150 hours
10 – 20 Years	25 days/187.5 hours
20+ Years	30 days/225 hours

It is intended that employees use all their time off in the calendar year. If an employee has unused PTO at year end, a maximum of 15 days/112.5 hours may be carried over to the following calendar year. An employee's total carryover is limited to 15 days/112.5 hours, and any days more than 15 will be forfeited. If an employee resigns by giving the Town two (2) weeks written notice, employee will be paid for any unused PTO that was credited for the calendar year of termination. If employment ends by any other manner, including termination, employee forfeits their accrued PTO balance.

## 6.02 Bereavement Leave

An employee will be paid up to 22.5 hours (3 consecutive working days) for time lost from straight time scheduled work due to attendance at the funeral of a member of their immediate family, which is defined as spouse, domestic partner, parent, child, grandparent, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family will be considered to include stepparents, stepchildren, and stepbrothers and stepsisters only when the employee and the deceased had lived together regularly in the same household at or prior to the time of death. The Town may require proof of relationship and attendance at the funeral.

Employees may be excused from work to attend the funerals of other family members and, upon request, may be paid for such absences from accrued annual leave balances.

## 6.03 Family Medical Leave ("FMLA")

### Basic Leave Entitlement

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, The Town is to maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees are to be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one (1) year, if they have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if at least fifty (50) employees are employed by the employer within seventy-five (75) miles.

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### **Use of Leave**

An employee does not need to use FMLA leave in one block. It can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. FMLA leave due to qualifying exigencies may also be taken on an intermittent basis.

#### **Substitution of Paid Leave for Unpaid Leave**

The Town requires employees to use accrued paid leave while taking FMLA leave. Under law, to use paid leave for FMLA leave, employees must comply with the Town's normal paid leave policies.

#### **Employee Responsibilities**

The FMLA requires that employees provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days advance notice is impossible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Additionally, under the FMLA, employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

The FMLA requires covered employers to inform employees requesting leave whether they are eligible under FMLA. If they are, the notice is to specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer is to provide a reason for the ineligibility.

Additionally, the FMLA requires covered employers to inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave

entitlement. If the employer determines that the leave is not FMLA-protected, the employer is to notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement and Questions**

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Of course, as always, we hope you will help us address any questions or concerns internally. Any concern about application of or violation of this policy should be addressed to the Administrator.

Upon you expressing a need for leave that may qualify under the FMLA, you should receive a notice of eligibility and specific expectations and obligations associated with the leave ("Notice of Eligibility and Rights & Responsibilities") after which The Town provides a "Designation Notice" with additional information. Any available paid leave is substituted and runs concurrently with FMLA leave designated as approved. You are expected to follow all previously established call-in guidelines for unforeseeable leave and to cooperate in providing complete and sufficient medical certification of a serious health condition and / or fitness for duty certification as requested by The Town.

Any questions regarding this general statement of FMLA rights and responsibilities may be directed to the Practice Manager. The Town encourages open communication.

### **Outside Employment**

Employees who are on approved leave of absence (paid or unpaid) may not perform work for any other employer, including self employment, during that leave period.

### **Extended Leave of Absence**

Employees who seek temporary disability or family emergency extended leave of absence and have been employed for more than thirty days, but have not been employed for a sufficient amount of time or worked sufficient hours for FMLA, as applicable, may be considered for unpaid leave. Also, under certain conditions, limited unpaid leave may be considered as a reasonable accommodation for a qualified individual with a disability, despite length of service.

Granting of any leave and the amount of such leave is at the sole discretion of The Town. Periodic updates regarding intent and / or ability to return to work may be expected as a condition of such leave and / or holding a job open. Additionally, receipt of a physician's release to return to work may be necessary, if applicable.

Granting of any additional leave is also discretionary. If additional leave is not granted and the employee does not return to work on the day leave ends, the employee is terminated.

### **Extended Disability**

Employees who are on continuous disability leave for the longer of: (1) the exhaustion of any FMLA rights or (2) the lesser of three (3) months or the period allowed by the insurance plan or



applicable law, may continue their medical insurance coverage, at their own expense, as stipulated in the COBRA law. Benefits do not accrue during such prolonged leaves and job security is not guaranteed beyond any FMLA rights. If the disability leave, excluding FMLA leave, exceeds three (3) months and the employee is unable to return to work with or without reasonable accommodation, employment is terminated. Upon recovery, the employee may be considered for rehire.

#### 6.04 **Jury Duty and Subpoena to Testify**

The Town encourages employees to fulfill their civic responsibilities by serving jury duty when required. An employee will be paid for wages lost from scheduled straight time work due to jury service up to a maximum of 80 hours per calendar year. If additional leave is needed beyond 80 hours, the Town Administrator can approve additional paid time to not exceed an additional 80 hours without the Mayor's approval.

To qualify for this payment, an employee called for jury service must:

- a. Give the employee's supervisor notice of such service within two work days of the time the employee is called for such service; and
- b. Report for work when released by the court on any day of jury service, or contact supervisor if released in the afternoon.

Either the Town or the employee may request an excuse from jury duty if, in the Town's judgment, the employee's absence would create serious operational difficulties.

If you are subpoenaed to attend legal proceedings that involve the Town, you will be paid your regular pay during your absence. If you are involved in court proceedings that do not involve the Town, you are to take PTO.

#### 6.05 **Military Leave**

Employees are entitled to leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) to the full extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Employees on military leave will receive paid leave for up to 15 days per military fiscal year for training or call-up. In addition, if an employee is called upon to serve during an emergency the employee will receive paid leave of absence not to exceed 30 additional days.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of PTO accrual and job seniority rights.

#### 6.06 **Return to Work**

In the event an employee's return to work following an illness or injury may put the employee and/or other employees at risk, the Town Administrator may require the employee to submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Town Administrator in consultation with the appropriate Supervisor will determine whether the employee will be allowed to return to work.

## SECTION VII. EMPLOYEE BENEFITS

### 7.00 Deferred Compensation Match Program (Optional)

The Town of Kiawah Island matches 50% of an eligible employee's contribution to a 401K plan up to \$3,000 (or as may amended by Town Council from time to time) on the employee's anniversary date. The Town's match is applied to the employee's account quarterly. This program runs by calendar year.

To be eligible for the Town match, the employee is to be actively employed in a regular, full-time capacity, have completed one year's continuous service, and be enrolled in the 401K program prior to January 1 of the match year.

Should this overview conflict with any benefit plan, the terms of the plan control.

### 7.01 Health and Dental Insurance

Regular full-time and part-time employees who work more than thirty (30) hours per week on a twelve (12) month basis are eligible for comprehensive group medical insurance for themselves and dependents in the Town's group medical, prescription drug and dental insurance plan. The terms of the Town's medical, prescription drug, and dental insurance benefits plans are subject to change. Contact the Town Administrator for specific information on the Town's benefit plans.

It has been the Town's practice, subject each year to town Council approval, to additionally subsidize a portion of the remaining employee's insurance contribution. There is no guarantee that the Town will provide this subsidy in any future years. The Town pays as a minimum the employer rate as provided for by the SC Public Employee Benefits Authority (PEBA).

Should this overview conflict with any benefit plan, the terms of the plan control. Under COBRA, Town employees and their dependents may also have the right to continue, for a designated period, health and dental insurance coverage upon separation from employment.

### 7.02 Money Plus Flexible Spending Accounts

Regular full-time employees, through MoneyPlus, can enroll in the Pretax Group Insurance Premium Feature, which means your premiums are paid before taxes are taken out of your paycheck. You can also select pretax payroll deduction options for different kinds of spending accounts. Dependent Care Spending Accounts (DCSAs) are available to all SC Public Employee Benefits Authority (PEBA) insurance eligible members for the payment of eligible day care expenses. Medical Spending Accounts (MSAs) are available to Standard Plan participants to pay eligible medical expenses. For more information about this optional benefit, contact the Town Administrator.

### 7.03 Retirement

All regular full time Town employees are members of the South Carolina Retirement System (SCRS). The SCRS is a defined benefit retirement plan PEBA administers for employees.

Both the Town and the employee make contributions to the retirement program. You contribute a tax-deferred percentage of your gross pay. Employee contributions, benefits and participation are regulated and managed by the SCRS. In all cases, the plan of the S.C. Retirement System controls.

### 7.04 Tuition Reimbursement

All regular, full-time employees are eligible for tuition reimbursement for classes for which the employee earns a grade of "C" or better. Tuition reimbursement is limited to (two (2) courses per semester-IOP policy; up to \$100 tuition reimbursement per class – KICA) or we can limit to a flat amount of \$5,000 per FY) 18 credit hours per fiscal year. Full-time employees may request



reimbursement for courses toward an academic degree or professional certification. Prior approval by the Town Administrator is necessary before enrolling in a course. The course taken is to be of relevant value to the Town as determined by the Town Administrator. This reimbursement is fifty percent (50%) of the allowable expenses. Tuition, all course related fees, and the cost of required books are considered allowable expenses.

Tuition reimbursement requests must be forwarded to the Town Administrator with documentation of the completed course, the final grade and tuition costs. To receive this benefit, the employee agrees to work for the Town at least one year after the reimbursement is granted, or reimburse the Town for such expenses at the time of involuntary or voluntary termination.

Allowable expenses do not include the cost of tools and supplies that the employee may retain after completing the course; meals, lodging, or transportation; or education involving sports, games, or hobbies. The educational expenses of spouses and other family members are not qualified for reimbursement under this program.

No time off is allowed to take a course, but schedules may be rearranged, if conditions permit, with the Town Administrator's approval. No other remuneration may be offered or provided to employees in lieu of benefits under this plan.

#### 7.05 **Workers' Compensation**

The Town carries insurance to cover the cost of work-incurred injury or illness. Benefits may help pay for your medical treatment and part of any income you may lose while recovering. Specific benefits and qualifications for benefits are prescribed by law depending on the circumstances of each case. Report work-related accidents immediately to your supervisor and the Town Administrator for them to file a timely claim. It is expected that all injuries and/or damages, no matter how minor or slight, be reported immediately to your supervisor and/or the Town Administrator and in any case within no more than 24 hours. The Town pays the entire cost of this coverage.

## SECTION VIII. GENERAL INFORMATION

### 8.00 Business Travel and Related Expense

Town employees and officials will occasionally attend schools, business meetings, conferences, etc. All reasonable and necessary expenses (mileage, meals, lodging, etc.) will be reimbursed on a per diem basis in accordance with the IRS guidelines.

- A. Business travel, including accommodations, must be approved in advance by the immediate supervisor or Town Administrator.
- B. Lodging.
  - a. Where approved travel dictates that the employee secure overnight lodging, the lodging may be paid on the Town credit card. Payments made with the Town credit card must be accompanied by a receipt.
- C. Meals.
  - a. Per diem allocation for breakfast will be made for days of departure and return if departure from the Town is prior to 7:00 a.m. or if return to the Town is after 8:00 a.m.
  - b. Per diem allocation for lunch will be made for days of departure and return if departure from the Town is prior to 12:00 noon or if return to the Town is after 1:00 p.m.
  - c. Per diem allocation for dinner will be made for days of departure and return if departure from the Town is prior to 5:00 p.m. or return is after 7:00 p.m.
- D. In lieu of actual costs for meals, and employee may be reimbursed the IRS annual approved amount for meals.
- E. Travel costs are limited to the employee's costs and does not include a spouse, nor incidental entertainment or other costs.
- F. On an exception basis, travel advances may be made to cover anticipated travel expenses. Advance requests must be made at least 5 business days before travel.
- G. Travel expenses must be reported accurately and documented with required receipts on a travel expense form. Documentation must be provided to Finance within 5 business days of returning from a trip. Falsifying documentation or knowingly filing for and receiving reimbursement for travel expenses not covered by this policy may result in disciplinary action up to and including discharge.

### 8.01 Gifts and Gratuities

The acceptance of gifts is discouraged and should be declined unless doing so would be uncomfortable or disrespectful to the person offering the gift. The acceptance of any monetary gratuity or any gift of value worth Twenty-Five (\$25.00) Dollars or more in a day or anything of value worth Two Hundred (\$200.00) Dollars or more in the aggregate in a calendar year by a Town employee is prohibited.

### 8.02 Political Activity

Each employee has a civic responsibility to encourage good government. Town employees, on their own time, may attend political meetings and may support principles and policies of political

organizations in accordance with the United States Constitution and applicable state and federal laws.

## SECTION IX. A PROFESSIONAL WORKPLACE

### 9.00 Open Communication

Supervisors and employees are encouraged to communicate openly and honestly on a regular basis. The Town Administrator and supervisors are committed to the success of our employees. Open communication should allow everyone to feel comfortable doing the following things:

- Communicating needs and expectations
- Asking questions and discussing problems
- Sharing any suggestions to improve work processes and team performance

Supervisors are an important link to many of the resources available for an employee's personal and professional development. When assistance or support is needed, employees should begin with their supervisor. The Town Administrator can also provide information or answer questions regarding Town policies or other work-related issues.

### 9.01 Customer Service

We are a customer service-oriented organization that prides ourselves in providing the best services for our citizens. Therefore, the ability to provide excellent customer service is critical to the success of each employee, whether the customers are inside or outside the organization. The Town relies on each employee's expertise, commitment, dedication and team spirit to provide stellar service to everyone.

### 9.02 Hours of Work/Operation

Town staff generally work 7.5 hours per day or 37.5 hours per week. Core business hours are 8:00 a.m. to 5:00 p.m. on weekdays with 30 minutes for lunch. However, some departments may operate outside of the Town's normal hours of business, and schedules of employees of those departments may differ from the Town's normal hours from time-to-time. Each department is responsible for scheduling its employees to meet the needs of the Town. Employees may be required to work overtime.

### 9.03 Meals Period

Breaks and meal periods are intended to provide an opportunity for rest and relaxation. Accordingly, they should be enjoyed away from employee work spaces where available, or in appropriate designated areas.

A meal period is provided to non-exempt employees scheduled to work 7.5 or more hours in a day. Meal periods are not considered hours worked and therefore are not compensated. A meal period consist of thirty consecutive minutes during which the employee is completely relieved from work.

### 9.04 Attendance and Punctuality

The quality of services the Town provides depends heavily upon its employees. Punctual and consistent attendance is a condition of employment. The Town expects employees to report to work in a timely manner. If unable to report to work, you must notify your supervisor prior to the start of your workday. If you intend to be away from work for personal reasons you are required to obtained advanced approval from your supervisor. The Town reserves the right to request from employees who exhibit a pattern of absenteeism or in the Town's judgment abuse of leave time, appropriate documentation from a health care professional verifying the absence. Abuse of leave time may constitute misconduct and lead to disciplinary action.

#### 9.05 Personal Work Areas

Each employee's workspace and surrounding areas should be safe, neat and free of clutter, conforming to the work environment of each department's activities and appearance.

Employees should be mindful of others. Anything displayed in the workspace and surrounding areas should be in good taste and should not violate any Town policy or be perceived by others as offensive. Employees must also be respectful of the work space of other employees.

The Town is not responsible for any articles that are placed or left in any employee area that are lost, damaged, stolen, or destroyed.

#### 9.06 Professional Conduct, Work Environment and Personal Appearance

It is expected that every employee will conduct themselves in a professional manner consistent with the Town's policies. Employees are expected to be courteous and respectful to the public and their co-workers.

Employees are also expected to keep their work areas clean and orderly. Employees have a responsibility to ensure that confidential information is treated accordingly and that any materials of a confidential nature are kept out of public view and are properly secured at the end of the work day.

Erratic attendance and excessive tardiness or absence are disruptive and cannot be tolerated. It is an employee's responsibility to notify his or her supervisor personally and as far in advance as reasonable of any unanticipated absence.

It is the policy of the Town that each employee's dress, grooming and personal hygiene should be appropriate to the work situation. While it is not the Town's intention to dictate the personal wardrobe of its workforce, the appearance and dress of employees are important in creating a favorable image supportive of the public confidence. Any person representing the Town as an employee, elected official or volunteer are expected to maintain their personal appearance in a manner which will reflect a good image to the public in accordance with departmental rules and reflective of job requirements.

#### 9.07 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 always 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.

**Distribution of the Employee Disclosure Statement** – The Town distributes annually the Employee Disclosure Statement to all employees (except Charleston County Deputies) and Elected Officials to sign and return to the Town Attorney. Completion of this Disclosure is a requirement of continued employment.

## SECTION X. A SAFE & HEALTHY WORKPLACE

### 10.00 Workplace Safety

The Town is committed to the safety and health of all employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Employees are expected to observe all safety procedures, wear required safety equipment, practice safety in the work areas, report any unsafe conditions or equipment and report all on-the-job injuries.

If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your supervisor or the Town Administrator for assistance. All employees are expected to report any suspected unsafe conditions and all injuries that occur on the job immediately.

The Town strongly encourages you to communicate with your supervisor regarding safety issues. The Town may adopt separate safety, health and/or emergency policies and/or procedures with additional details. It is your responsibility to check with your supervisor.

#### Reporting Safety Issues, Accidents and Injuries

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues should be reported immediately to your supervisor or the Town Administrator. If you or another employee is injured, you should contact outside emergency response agencies, if needed. Whether or not an injury requires medical attention, a report of accident form should still be completed in case medical treatment is later needed as well as to assist with the correction of any existing safety hazards. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payment as well as health benefits.

### 10.01 Drugs and Alcohol-Free Workplace

The Town is committed to providing employees with a safe, productive working environment and also providing our citizens with services of the highest quality.

The Town recognizes substance abuse as a threat to the health and safety of employees as well as the public and is committed to maintaining a safe, healthy and productive drug- and alcohol-free workplace.

The Town has adopted a zero-tolerance policy and reserves the right and discretion to take actions it determines appropriate based solely on its reasonable suspicion of current on-the-job use or being under the influence of drugs and/or alcohol and/or to test employees and applicants for the detectable presence of such substances. An employee or applicant may refuse to consent to testing, but if he or she does, employment or the employment process may be terminated. Accordingly, the Town reserves the right to test for the presence of alcohol and illegal or illegally obtained drugs under designated circumstances. The Town has established a Substance Abuse and Testing Policy which is provided to all employees and applicants.

### 10.02 Tobacco-Free Workplace

Tobacco use is prohibited at all times in all locations of all work areas, facilities and vehicles operated, owned, leased, occupied, managed or controlled by the Town. Employees who wish to use tobacco products will be permitted to do so outside of the building in areas at least 50 feet away from any entry of any facility. The Town is committed to promoting healthy living.



### 10.03 Workplace Violence and Weapons Policy

The Town does not tolerate any type of workplace violence committed by or against employees by other internal personnel, visitors or anyone else in the Town's workplace including physical and/or verbal threats assaults or intimidations. Employees are prohibited from actual or implied violence, threats of violence or menacing behavior. Possession of firearms or weapons of any sort on Town property or grounds, and Town vehicles by anyone other than sworn County Deputies and Town employees associated with wildlife management authorized to possess firearms is absolutely prohibited. Any employee who violates this policy is subject to disciplinary action, up to and including termination from employment.

Effective July 24, 1996, the State of South Carolina allows qualified citizens to carry concealed handguns (S.C. Code Ann. 23-31-205, et seq.). The law specifically states that having a concealable weapons permit under this section does not authorize a person to carry a concealable weapon on the premises of the "office of or the business meeting of the governing body of a county, public school district, municipality, or special purposes district." S.C. Code Ann. 23-31-215(M)(5). Therefore, South Carolina law prohibits those with a concealable weapons permit issued under this section from possessing concealable firearms or other weapons on Town property.





## Request for Town Council Action

**TO:** Mayor and Town Council

**FROM:** Stephanie Monroe Tillerson, AICP, Town Administrator

**SUBJECT:** Regulatory Signs

**DATE:** July 28, 2017

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### **BACKGROUND:**

Currently, we have street regulatory signs at the new Municipal Center. Those include stop signs, reserved parking/handicap, do not enter, one way, and one way with arrow.

The question for discussion, would the Town like to replace the DOT regulatory signs that are currently installed with the ARB approved sign to be consistent with all the regulatory signs being swapped out for the ARB approved signs on the Island?

### **ACTION REQUESTED:**

What design model should we go with? DOT or ARB?

**BUDGET & FINANCIAL DATA:** The new Municipal Center construction budget.

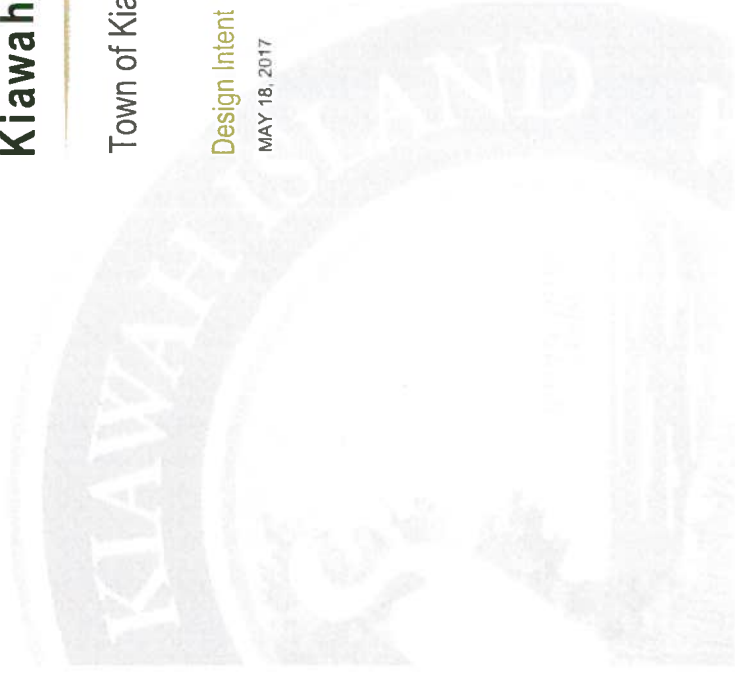


# Kiawah Island Master Sign Plan

Town of Kiawah Island

Design Intent - Second Phase Implementation of Master Sign Plan

MAY 18, 2017



DESIGN INTENT DRAWINGS

2.3

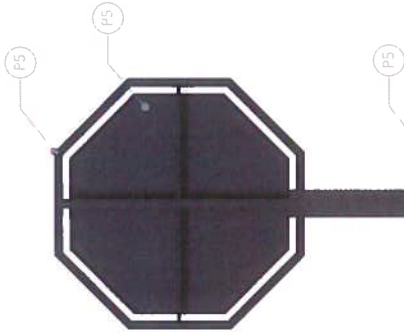
Sign Type G1.1

Traffic Regulatory - Stop Sign

Graphic Details

Sign to conform to MUTCD R1-1 requirements

Standard 24" x 24" DOT  
retroreflective sign must meet  
MUTCD R1-1 requirements  
apply 3M Protective Overlay Film



1 FRONT VIEW  
SCALE: NTS

2 BACK VIEW  
SCALE: NTS

THIS DRAWING REPRESENTS DESIGN INTENT ONLY

CLIENT/PROJECT	PROJECT NO.
Kiawah Island Community Association	KI-339
Second Phase Implementation of Master Sign Plan	

SHEET	REVISION	SCALE
1/2117		As Shown

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DESIGN INTENT DRAWINGS

2.6

Sign Type G111

Traffic Regulatory - Stop Sign/3-Way

Construction Details

MATERIAL

Face is standard DOT heavy gauge aluminum sign with retroreflective faces (to meet local sign standards). Post is heavy gauge 3" square aluminum tube, support framework is 1" square aluminum tube welded together and to post; decorative frame is 1" X 1 1/2" aluminum tube. All seams are to be ground smooth.

FINISHES

All aluminum elements are painted with the Matthews MAP polyurethane semi-gloss paint.

Sign face is "Scotchlife" brand reflective sheeting manufactured by 3M with 3M Protective Overlay Film. Seal edges with 3M Edge Sealer 3950.

INSTALLATION Sign post mounted to break-away base that meets SDOT standards. Footing to be engineered by fabricator.

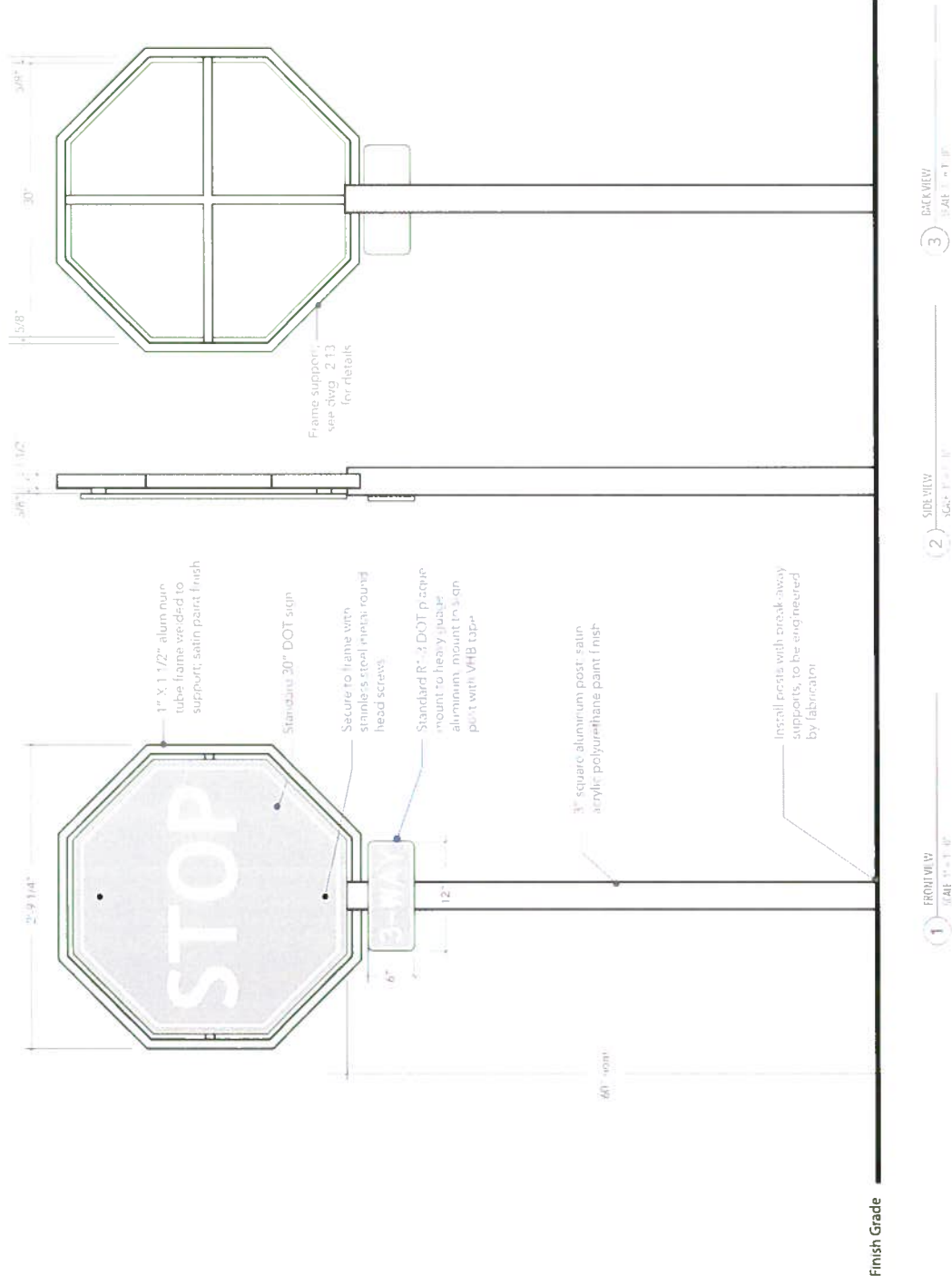
Fabricator responsible for engineering framing, and footings.

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CLIENT/PROJECT	PROJECT NO.
Kiawah Island Community Association	KI-339
Second Phase Implementation of Master Sign Plan	

DATE	REVISIONS	SCALE
1/16/17		As Shown

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DESIGN INTENT DRAWINGS

2.8

Sign Type G1.11

Traffic Regulatory - Stop Sign/3-Way

Graphic Details

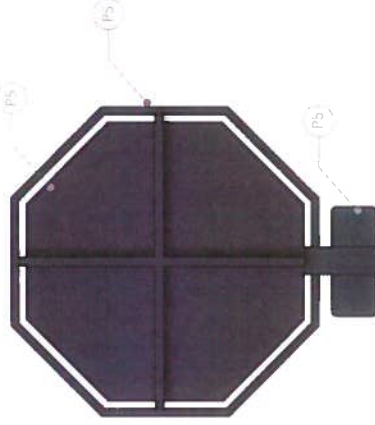
Sign to conform to MUTCD R1-1 requirements

3-Way plaque to conform to MUTCD R1-3 requirements

Standard 30" X 30" DOT  
retroreflective sign, must meet  
MUTCD R1-1 requirement.  
Apply 3M Protective Overlay Film



1 FRONT VIEW  
SCALE: 1/8"



2 BACK VIEW  
SCALE: 1/8"

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CLIENT/PROJECT

PROJECT NO

Klawah Island Community Association

KI-339

Second Phase Implementation of Master Sign Plan

DATE

11/6/17

REVISIONS

REASON

As Shown

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2.29 DESIGN INTENT DRAWINGS

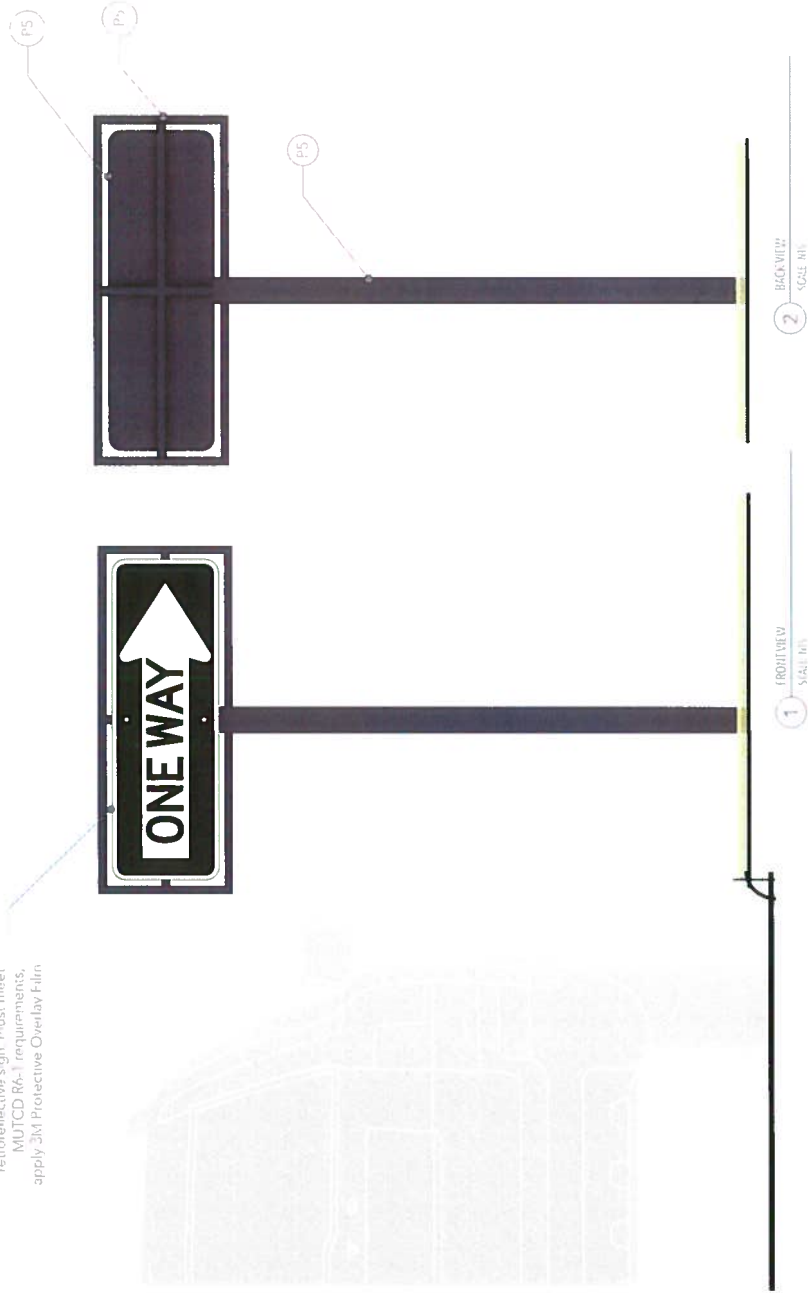
Sign Type G5.1

Traffic Regulatory - One Way Street

Graphic Details

Sign to conform to MUTCD R6-1 requirements.

Standard 36" DOT retroreflective sign must meet MUTCD R6-1 requirements, apply 3M Protective Overlay Film



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CLIENT/PROJECT	PROJECT NO.		
Kiawah Island Community Association	KI-339		
Second Phase Implementation of Master Sign Plan			
DATE	REVISION	SCALE	
12/15/16		As Shown	
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	<div>2.30</div> <div>DESIGN INTENT DRAWINGS</div>										
<div>Sign Types G5.1 &amp; G5.2</div> <div>Traffic Regulatory - One Way Street</div> <div>Graphic Details</div> <div>Sign to conform to MUTCD R6-1 requirements</div>	<div>THIS DRAWING REPRESENTS DESIGN INTENT ONLY</div> <table border="1"> <tr> <td data-bbox="1258 111 1282 493">CLIENT/PROJECT</td><td data-bbox="1258 231 1282 493">PROJECT NO</td></tr> <tr> <td data-bbox="1282 111 1323 493">Kiaiah Island Community Association</td><td data-bbox="1282 231 1323 493">KI-339</td></tr> <tr> <td data-bbox="1323 111 1347 493">Second Phase Implementation of Master Sign Plan</td><td data-bbox="1323 231 1347 493"></td></tr> <tr> <td data-bbox="1347 111 1372 493">DATE</td><td data-bbox="1347 231 1372 493">SCALE</td></tr> <tr> <td data-bbox="1372 111 1396 493">12/15/16</td><td data-bbox="1372 231 1396 493">As Shown</td></tr> </table> <div>© Rodger Motiska Design, LLC</div>	CLIENT/PROJECT	PROJECT NO	Kiaiah Island Community Association	KI-339	Second Phase Implementation of Master Sign Plan		DATE	SCALE	12/15/16	As Shown
CLIENT/PROJECT	PROJECT NO										
Kiaiah Island Community Association	KI-339										
Second Phase Implementation of Master Sign Plan											
DATE	SCALE										
12/15/16	As Shown										

Sign Type G5.1



Sign Type G5.2







2.31 DESIGN INTENT DRAWINGS

Sign Type G6 1

Traffic Regulatory - No Parking

Construction Details

**MATERIAL**  
Face is custom heavy gauge aluminum sign with retroreflective faces (to meet local sign standards ) Post is heavy gauge 3" square aluminum tube support framework is 1" square aluminum tube and 3/8" square aluminum bar welded together and to post decorative frame is 1" X 1 1/2" aluminum tube All seams are to be ground smooth.

**FINISHES**  
All aluminum elements are painted with the Matthews MAP polyurethane semi-gloss paint.  
Sign face is "Scotchline" brand reflective sheeling manufactured by 3M, with 3M Protective Overlay Film. Seal edges with 3M Edge Sealer 3950

**INSTALLATION** Sign post to be installed in concrete footing as engineered by fabricator.

NOTE Signs to be installed parallel to the road

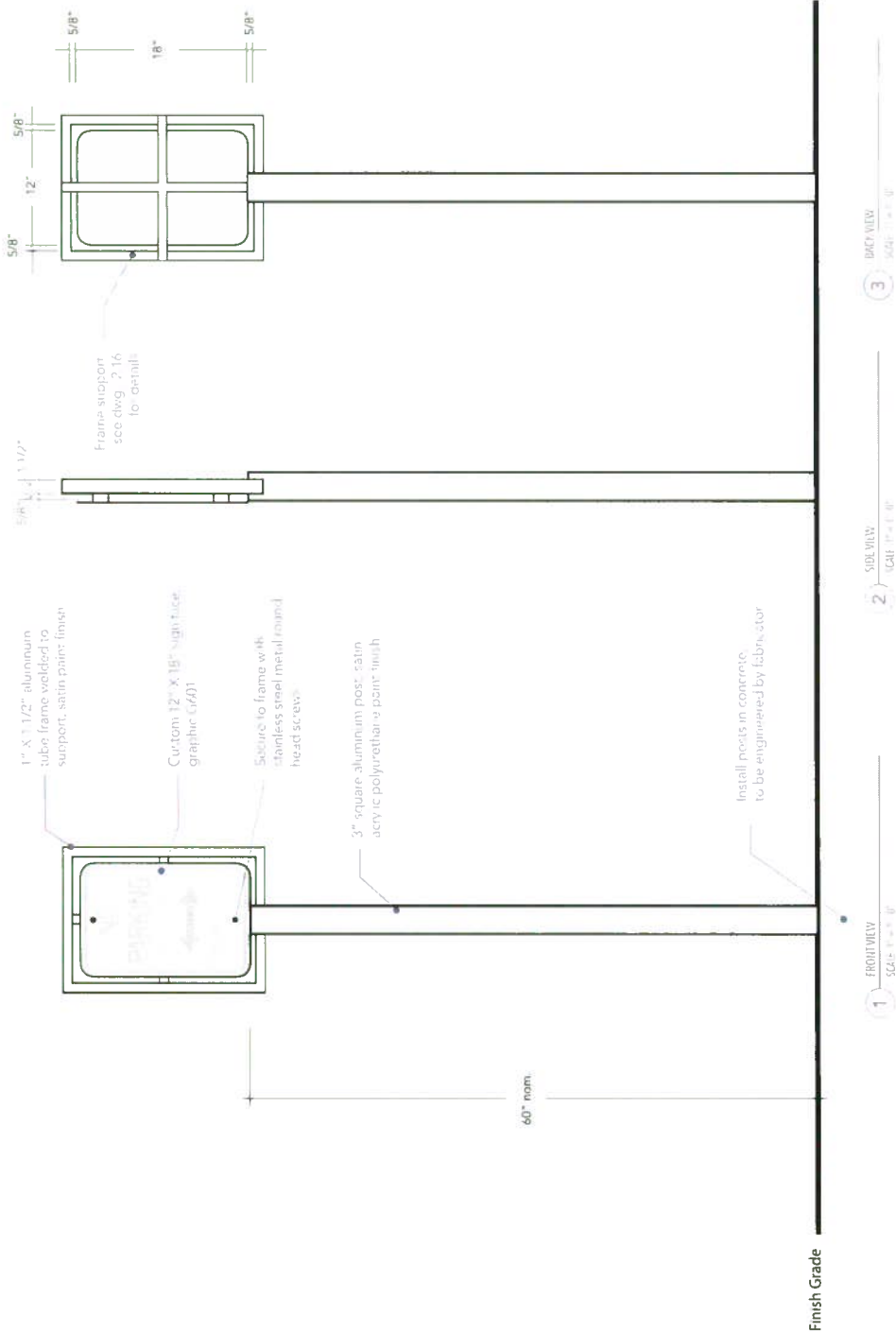
Fabricator responsible for engineering framing, and footings.

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CLIENT/PROJECT	PROJECT NO.
Kauai Island Community Association	KI339
Second Phase Implementation of Master Sign Plan	

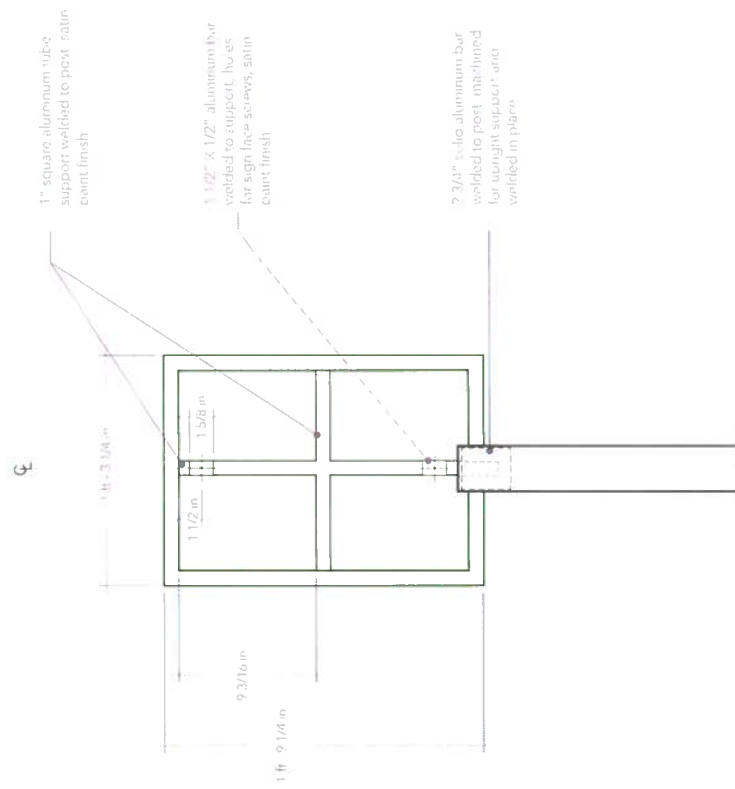
DATE	REVISIONS	SCALE
5/10/17		As Shown

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Sign Type G6.1

### Construction Details



1  
FABRICATION DETAILS  
SCALE 1 1/2" = 1'-0"

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CLAIM/PROJECT

CLIA #7-PRO-ECT  
**Kiawah Island Community Association**  
Second Phase Implementation of Master Sign Plan

DATE: \_\_\_\_\_

REVISIONS:

SCALE  
As Shown

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2.33 DESIGN INTENT DRAWINGS

Sign Type G6.1

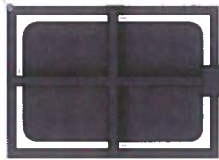
Traffic Regulatory - No Parking

Graphic Details

Custom 12" X 18" reflective sign, apply 3M Protective Overlay Film



1 FRONT VIEW  
SCALE: 1/8" = 1'-0"



2 BACK VIEW  
SCALE: 1/8" = 1'-0"

THIS DRAWING REPRESENTS DESIGN INTENT ONLY

CLIENT/PROJECT	PROJECT NO.
Kiawah Island Community Association Second Phase Implementation of Master Sign Plan	KI-339

DATE	REVISIONS	SCALE
5/10/17		As Shown

© Rodger Motiska Design, LLC

2.34 DESIGN INTENT DRAWINGS

Sign Type G6.1

Traffic Regulatory - No Parking

Graphic Options



1 GRAPHIC "A"  
SCALE: NTS



2 GRAPHIC "B"  
SCALE: NTS



3 GRAPHIC "C"  
SCALE: NTS

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CLIENT/PROJECT

PROJECT NO.

Kiawah Island Community Association  
Second Phase Implementation of Master Sign Plan

KI-339

DATE

5/10/17

DRAWN BY

As Shown

SCALE

As Shown

© Rodger Motiska Design, LLC



**SouthWood**  
*Image, Identity and Signage Specialists*  
**Sales Quotation**

**Sold To:**

KIAWAH ISLAND COMMUNITY ASSOC. INC  
23 BEACHWALKER DRIVE  
KIAWAH ISLAND, SC 29455

**Ship To:**

KIAWAH ISLAND COMMUNITY ASSOC.  
23 BEACHWALKER DRIVE  
KIAWAH ISLAND, SC 29455

**Attn:** RUSTY  
**Phone:**  
**Fax:**

**Bill To:**

QUOTE ID	CUSTOMER P.O.	PAYMENT TERMS		FREIGHT TERMS	
41184-11	RUSTY	NET 10		Freight billed	
QUOTE DATE	CUSTOMER ID	SALES REP ID	TERRITORY	SHIPPING METHOD	
6/29/2017	30457	SWH	RESORT		
LINE #	DESCRIPTION	QUANTITY	T X	UNIT PRICE	EXTENDE PRICE
1	36 INCH STOP SIGN, METAL FRAME/POST	4	T	\$700.00	\$2,800.00
2	RESERVED PARKING/HC, METAL FRAME/POST	2	T	\$400.00	\$800.00
3	RESERVED PKG/VAN ACCESS, METAL FRAME/POS	2	T	\$450.00	\$900.00
4	DO NOT ENTER, METAL FRAME/POST	1	T	\$620.00	\$620.00
5	ONE WAY, METAL FRAME/POST	2	T	\$470.00	\$940.00
6	ONLY W/ARROW, METAL FRAME/POST	1	T	\$725.00	\$725.00
7	INSTALLATION - W/BREAKAWAY FEATURE	11		\$110.00	\$1,210.00
8	DELIVERY AND TRIP CHARGE	1	T	\$917.00	\$917.00
9	DESIGN	1		\$0.00	\$0.00

**SUB TOTAL** \$8,912.00  
**SC STATE SALES TAX** \$462.12  
**SC SALES TAX WITH 3.% OPTION** \$231.06  
**TOTAL ORDER AMOUNT** \$9,605.18

SOUTHWOOD CORPORATION

ACCEPTED BY

DATE

Post Office Box 38900 • Charlotte, North Carolina 28278

4700 Westinghouse Boulevard • Charlotte, North Carolina 28273

(704) 588-5000 • (800) 727-6884 • Fax (704) 588-5017 • www.southwoodcorp.com

Date Printed: 6/29/2017



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6/29/2017	30457	SWH	RESORT		
LINE #	DESCRIPTION	QUANTITY	T X	UNIT PRICE	EXTENDE PRICE

To Initiate Order, sign and return a copy of quotation with deposit and/or purchase order.

Accepted subject to terms & conditions noted on back or attached sheet.

**REMIT TO: PO BOX 890391, CHARLOTTE, NC 28289-0391**

Post Office Box 38900 • Charlotte, North Carolina 28278

4700 Westinghouse Boulevard • Charlotte, North Carolina 28273

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Date Printed: 6/29/2017



# Memorandum

**TO:** Mayor and Council Members

**FROM:** Dorota Szubert, Town Treasurer

**SUBJECT:** Budget Report for the First Twelve Months Ended 6/30/2017

**DATE:** 8/1/2017

## Overview:

Presented here is the Town's Budget to Actual Report for the twelve months ended 6/30/17. The Budget to Actual Report is compiled on the modified cash basis and all the funds are consolidated.

Overall, the revenues appear reasonable and in line with the expectations. For the first twelve months, the Town's consolidated revenues of \$7.9M were approximately \$800K or 9% lower than budgeted. This variance is attributable to the timing of the collection of some of the Town's revenues. As of completion date of this report, the Town has not received remittances for the 4<sup>th</sup> Quarter franchise fees (Bell South, Comcast, Island Beach Services), State Accommodation Taxes, monthly local Accommodation Taxes and annual Beverage Tax. These revenue sources are expected to be within the budget at the close of the fiscal year. One revenue source that falls under budget is interest revenue, as currently Town's investments are held at very low investment return. These negative variances are partially offset by the positive variances primarily due to business license exceeding budget by 14%, hospitality taxes by 3% and Environmental Service Fees by 4%.

At the time of the completion of this report, the Town's expenditures for the first twelve months are approximately \$6.7M compared to \$6.4M budgeted. The negative variance of approximately \$300K or 5% is primarily driven by the cleanup cost after Hurricane Matthew that totaled approximately \$630K. Other main items that will carry a negative variance through the close of the fiscal year are Utilities and Supplies exceeding budget by 17%, Maintenance expenses 10% higher than budgeted and other expenditures exceeding budget by 8%, mostly related to scanning project that has not been originally budgeted. This negative variance is partially offset by the positive variance in the personnel cost of approximately \$120K lower than budgeted. This variance is attributable mostly to reduction of one full time position and change in the Town's attorney employment status from the employee to the independent contractor. The positive variance in Tourism and Recreation expenses is attributable to the timing of the final payment to CVB contingent on the receipt of the 4<sup>th</sup> Quarter SATAX. This line item is expected to be in line with the budget at the close of the fiscal year.

Capital expenditures show a positive variance of approximately \$593K. This variance is mostly attributable to the expected savings in the construction cost of the new Municipal Center and the timing of the street signs project.





Town of Kiawah Island  
Budget to Actuals  
Fund: Consolidated All Funds  
For the Twelve Months Ended 6/30/2017  
Modified Cash Basis  
Unaudited

	Quarter			Fiscal YTD		
	ACTUALS	BUDGET	VARIANCE	ACTUALS	BUDGET	VARIANCE
<b>Revenue:</b>						
Building Permits	306,383	260,417	45,966	\$ 1,246,430	\$ 1,250,000	\$ (3,570)
Business Licenses	420,421	306,000	114,421	2,092,461	1,836,000	256,461
Property Lease	-	-	-	21,858	18,150	3,708
Franchise Fees	30,789	148,750	(117,961)	673,938	795,000	(121,062)
Local Option Tax	130,018	163,333	(33,315)	480,795	490,000	(9,205)
State ATAX	112,934	750,000	(637,066)	1,077,560	1,720,000	(642,440)
Local ATAX	261,867	315,000	(53,133)	782,555	950,000	(167,445)
County ATAX	119,250	122,250	(3,000)	477,000	480,000	(3,000)
Hospitality Tax	211,631	125,000	86,631	514,957	500,000	14,957
Waste Management Revenue	6,904	7,500	(596)	362,710	350,000	12,710
Interest	28,089	95,000	(66,911)	45,953	145,000	(99,047)
Other	18,377	63,000	(44,623)	97,146	137,000	(39,854)
<b>Total Revenue</b>	<b>1,646,663</b>	<b>2,356,250</b>	<b>(709,587)</b>	<b>7,873,363</b>	<b>8,671,150</b>	<b>(797,787)</b>
<b>Expenses:</b>						
Salaries	542,671	557,241	14,570	1,578,052	1,641,384	63,332
Overtime	22,338	8,567	(13,771)	30,674	25,700	(4,974)
Benefits	145,187	155,432	10,245	362,204	406,296	44,092
Payroll Tax	34,477	41,500	7,023	121,006	139,841	18,835
<b>Employee Subtotal</b>	<b>744,673</b>	<b>762,740</b>	<b>18,067</b>	<b>2,091,936</b>	<b>2,213,221</b>	<b>121,285</b>
Utilities & Supplies	45,795	34,241	(11,554)	160,546	136,965	(23,581)
Advertising & Promotions	277	1,550	1,273	7,162	6,200	(962)
Communications	12,790	9,395	(3,395)	45,632	41,579	(4,053)
Waste Management	373,712	381,333	7,621	1,015,058	1,024,000	8,942
Insurance	-	-	-	69,415	63,752	(5,663)
Professional Services	97,982	93,750	(4,232)	219,380	225,000	5,620
Maintenance	33,626	95,044	61,418	336,306	306,900	(29,406)
Travel	33,518	25,733	(7,785)	65,684	77,200	11,516
Rentals	46,268	49,004	2,736	145,555	147,012	1,457
Tourism & Recreations	56,257	385,771	329,514	1,349,251	1,663,086	313,835
Contributions	-	-	-	142,100	150,000	7,900
Other	211,126	166,765	(44,361)	399,219	370,075	(29,144)
Unbudgeted (Storm Clean Up)	-	-	-	627,346	-	(627,346)
<b>Total Expenses</b>	<b>1,656,024</b>	<b>2,005,327</b>	<b>349,303</b>	<b>6,674,590</b>	<b>6,424,989</b>	<b>(249,601)</b>
<b>Revenue Less Expenses</b>	<b>(9,361)</b>	<b>350,923</b>	<b>(360,284)</b>	<b>1,198,773</b>	<b>2,246,161</b>	<b>(1,047,388)</b>
<b>Debt Service:</b>						
Interest	-	-	-	18,872	18,872	-
<b>Capital Expenditures:</b>						
Building	2,293,498	2,293,498	-	6,854,360	7,395,619	541,259
Vehicles	-	-	-	62,440	60,000	(2,440)
Other	-	-	-	152,071	206,000	53,929
<b>Total Capital Expenditures</b>	<b>2,293,498</b>	<b>2,293,498</b>	<b>-</b>	<b>7,068,871</b>	<b>7,661,619</b>	<b>592,748</b>
<b>Special Items:</b>						
Proceeds of GO Bond	-	-	-	3,000,000	3,000,000	-
Proceeds of 21 Beachwalker Sale	-	-	-	1,575,000	1,575,000	-
<b>Total Special Items</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,575,000</b>	<b>4,575,000</b>	<b>-</b>
<b>Net Changes in Fund Balance</b>	<b>\$ (2,302,859)</b>	<b>\$ (1,942,575)</b>	<b>\$ (360,284)</b>	<b>\$ (1,313,970)</b>	<b>\$ (859,330)</b>	<b>\$ (454,640)</b>

