



TOWN OF *Kiawah Island*®

Mayor

Craig E. Weaver

Council Members

Maryanne Connelly

Daniel Prickett

Klaus Said

Chris Widuch

Town Administrator

Stephanie Monroe Tillerson

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

March 5, 2019; 2:00 PM

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Approval of Minutes:
 - A. Minutes of the Town Council Meeting of January 8, 2019 [Tab 1]
 - B. Minutes of the 2019 Council Strategic Planning Retreat of January 23, 2019 [Tab 2]
 - C. Minutes of the 2019 Council Strategic Planning Retreat of January 24, 2019 [Tab 3]
- IV. Mayor's Update:
- V. Citizens' Comments (Agenda Items Only):
- VI. Old Business:
 - A. Ordinance 2019- 01 - An Ordinance to Amend Article 16 – Beach Management, Chapter 1 – Beach Lighting – **Second Reading** [Tab 4]
- VII. New Business:
 - A. 2019 Committee Appointments [Tab 5]
 - Board of Zoning Appeals
 - Planning Commission
 - Public Works Committee
 - State ATAX Committee
 - B. To Reappoint Judge John Strauch as the Municipal Court Judge [Tab 6]
 - C. To Consider Approval of the Off-Duty Deputy Coverage Contract with Charleston County Sheriff's Office [Tab 7]
 - D. To Consider Approval of the of the Island Beach Services, Beach Patrol Contract Amendment Request [Tab 8]
 - E. To Consider Approval of the AirMedCare Network Contract Renewal [Tab 9]
 - F. To Consider Approval of the Proposal from Hoffman Mechanical Solutions for Municipal Complex HVAC Preventative Maintenance Services [Tab 10]
 - G. Discussion of the Kiawah Island Utility Rate Increase Request
- VIII. Town Administrator's Report:
- IX. Council Member:
- X. Citizens' Comments:
- XI. Executive Session:

None
- XII. Adjournment:

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

January 8, 2019; 2:00 PM

AGENDA

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

II. Pledge of Allegiance

Present at the meeting:

Craig Weaver, Mayor
Chris Widuch
Maryanne Connelly
Dan Prickett
Klaus Said

Also Present:

Stephanie Monroe Tillerson, Town Administrator
Dwayne Green, Town Attorney
Dorota Szubert, Town Treasurer
Petra Reynolds, Town Clerk

III. Approval of Minutes:

A. Minutes of the Town Council Meeting of December 4, 2018

Mr. Widuch made a motion to approve the minutes of the December 4, 2018, Town Council Meeting. The motion was seconded by Mayor Weaver and the minutes were unanimously approved.

B. Minutes of the Town Council Special Call Meeting of December 7, 2018

Mr. Prickett made a motion to approve the minutes of the December 7, 2018, Town Council Meeting. The motion was seconded by Mr. Widuch and the minutes were unanimously approved.

For the benefit of the new members of Council, Mayor Weaver explained that the minutes are sent out in advance of each meeting. If spelling, grammatical or minor errors are noted, they do not have to be held to the meeting, they can be given to the Town Clerk at any time and notated at the meeting. Any substantive change in the minutes should be brought up during the approval discussion.

Mayor Weaver stated that he had signed an amended set of minutes for the November 13th Town Council meeting. A resident noted that in the discussion of the rise of the Administrators salary increase it was inadvertently written in the minutes at \$125,000.00. The minutes have been amended to reflect the correct amount of \$120,500.00. The payroll system reflected the correct amount.

IV. Mayor's Update:

Mayor Weaver welcomed the new Town Council members to their first full meeting.

Mayor Weaver stated that this morning he signed the deputy contract with the Charleston County Sherriff's Office for the new approach to supplemental law enforcement officers for the day shift. He indicated the expected implementation on March 1st.

Mayor Weaver stated the Sea Level Rise was an issued that was dealt with last year and will continue to be an issue for Council through the coming year. He stated that the Kiawah Island Community Association (KICA) had established a small committee, in which the Town will participate, that is going to focus on the issues of drainage and stormwater management. KICA will take the lead since it owns 95% of the drainage and roads on the Island.

Mayor Weaver commented on the continuing issue with the waste facility at Sora Rail. He stated that with the small area and to better manage that waste issue, the prior Council approve the expenditure for compactors to be installed in that area. The hope is that the area will be more convenient for residents and will stay cleaner. It is anticipated that the installation of the compactors will begin next week.

V. Citizens' Comments (Agenda Items Only):

Wendy Kulick – 38 Marsh Edge Lane

Ms. Kulick thanked the new Council for the discussion of the Kiawah Island Utility rate increase application taking place in the executive session and reminded that an intervention on behalf of the Town does not object to what the Utility is asking for but to gather information to determine the requested increase. She stated that she asked Ms. Dennis, General Manager of the Utility if they were scheduling a public hearing to be held on Kiawah as had been done in the past. She was under the impression that it would be scheduled, but it has not. She asked that Town Council request the hearing.

Mayor Weaver stated that the date to request a public hearing had already expired. He indicated the Town did not request a public hearing on Kiawah because of the experience two years ago when many residents expressed concern at the size of the increase, a public hearing was requested. Representatives of the Public Service Commission came from Columbia for the hearing, and only four individuals spoke at the hearing. He stated that based on the turnout at the last hearing the decision was made not to ask the Commission Members to come to Kiawah.

Dennis McGill – 100 Pleasant Valley Drive

Mr. McGill stated he sent an email to Council requesting to speak on several items, of which the error in the salary amount misstated in the minutes has been corrected. He stated that in an FOIA request he ask Ms. Tillerson to detail, by name and amount any extra remuneration given to employees. She responded that a total of \$500.00 in gift cards was awarded, but no documentation exists that list the information. He questioned why there was no written documentation and asked the Town Attorney to review the request.

Mayor Weaver stated that through the FOIA process if he is not comfortable with the formal response, the Town Attorney will be consulted to determine what the right and appropriate action is.

Virginia Abbott - 4304 Sea Forrest Drive

Ms. Abbott commented on the trash situation and asked if there is no extra space for more disposal.

Mayor Weaver indicated that there is a sign at the Sora Rail facility that indicates there are multiple trash facilities; Beachwalker Drive and at the Municipal Center. He reminded that the Town could not own property inside the gate and with not much property left available, the small space on Sora Rail, which is leased from the Utility, is what the Town has to use. He stated that he is confident that the new compactor will help solve some of the problems.

VI. Old Business:

None

VII. New Business:

A. Ordinance 2019- 01 - An Ordinance to Amend Article 16 – Beach Management, Chapter 1 – Beach Lighting – First Reading

Mayor Weaver gave a brief background on the revision of the original ordinance that was considered last year and passed the first reading. It was then determined to have significant issues and was never brought forward for a second reading.

Mr. Jordan stated that the need for a beach lighting ordinance is to protect nesting Loggerhead sea turtles and hatchlings which could be disoriented. He noted that the turtles are a Federal Endangered Species and any kind of disturbance or harassment is considered a State and Federal crime. He explained that the nesting turtle and hatchlings return to the ocean by moonlight reflecting on the ocean any kind of bright light can disorient the turtles.

The original ordinance, adopted in 1991, and then revised on 2001, stated that in new and existing development sections the policy only applied to development within the forty-yard setback zone or oceanward of the setback line. Kiawah has no homes oceanward of the setback line.

After reviewing ordinances from other nest beach communities, and meeting that included representatives from all the Island entities along with DNR and the Turtle Patrol. The current tenth draft of the ordinance amendment focuses on lighting that points towards or is visible from or on the beach along with special events or organized functions and flashlights and cellphones on the beach. He reviewed the proposed ordinance changes that would help clarify inconsistencies, easy to follow and easy to enforce.

Ms. Connelly made a motion to approve the first reading of Ordinance 2019- 01 - An Ordinance to Amend Article 16 – Beach Management, Chapter 1 – Beach Lighting. The motion was seconded by Mr. Widuch.

Mr. Widuch asked the Town Attorney if he had reviewed the ordinance and if it was enforceable. Mr. Green stated he had reviewed the ordinance and it met the standards by which it could be enforced.

Ms. Connelly asked if fireworks were included in the ordinance or if there was a need to. Mr. Jordan stated that fireworks are not included. He stated that there had been a discussion on the impact of fireworks on nesting turtles but would have to address separately from this ordinance. Mayor Weaver added that the Town has an ordinance that addresses fireworks specifically.

Following further discussion, the motion was unanimously passed.

- B. Appointment of Town Treasurer
- C. Appointment of Town Clerk
- D. Appointment of Town Attorney

Mayor Weaver stated by Town Ordinance, within each Council, Town Council must approve the appointment of the Town Treasurer, Town Clerk, and Town Attorney.

Ms. Connelly made a motion for the approval of the reappointment of Dorota Szubert as Town Treasurer, Petra Reynolds as Town Clerk, and Dwayne Green as Town Attorney. The motion was seconded by Mr. Prickett, and the motion unanimously passed.

- E. Council Committee Assignments

Mayor Weaver stated that in the past years the Town has been moving toward having Town Staff chairing and responsible for various Town Committees. He stated there are only three members of Council that will be assigned to Chair Committees;

- Klaus Said to be appointed as Chairman of the Audit Committee
- Chris Widuch to be appointed as Chairman of the Ways and Means Committee
- Maryanne Connelly to be appointed as Chairman of the Public Safety Committee

The appointments for Mr. Said and Ms. Connelly are for one year. The appointment of Mr. Widuch is for his Council term.

Mayor Weaver made a motion to approve the appointment of Mr. Said as Chair of the Audit Committee, Mr. Widuch as Chair of the Ways and Means Committee and Ms. Connelly as the Chair of the Public Safety Committee. The motion was seconded by Ms. Connelly and was unanimously approved.

F. Council Liaison Assignments

Mayor Weaver stated that some of the Council Liaison assignments are still “works in progress” and listed the final assignments as;

- Dan Prickett will be a liaison to the Arts Council Board
- Maryanne Connelly will be the liaison to the Charleston Visitors Bureau
- Chris Widuch will be the liaison to the State ATAX Committee
- Mayor Weaver will be the liaison to the BCDCOG (Berkeley-Charleston-Dorchester Council of Governments) and CHATS (Charleston Area Transportation Study)
- Stephanie Tillerson is the Mayor permanent proxy for CARTA (Charleston Area Regional Transportation Authority)

Mayor Weaver stated that the liaison roles for the Environmental Committee, Conservancy, Public Works, Planning Commission, and BZA would be discussed after the Council Retreat later this month. He stated that the Communication Workgroup traditionally had a liaison but will no longer require one.

G. 2019 Committee Appointments

Mayor Weaver stated that the members of Public Works and State ATAX Committee will be reviewed and will be brought forward at the next meeting.

- Arts and Cultural Events Council

Ms. Tillerson indicated that the terms for the membership are one year expiring on January 31st. Stephanie Braswell Edgerton and Keely Laughlin are Staff Support that runs and support the Arts and Cultural Events. The Council has eight members that have requested to be reappointed. The Council, at their last meeting elected;

- Gary Rice, Chairman,
- David Wohl, Vice Chairman
- Bill Blizard
- Judy Chitwood
- Becky Hilstad
- Van McCollum
- Jodi Rush
- Joan Collar

- Arts Council Board

- Dan Prickett, Town Council Liaison

- Gary Rice, *ACEC Liaison*
- David Wohol, *ACEC Liaison*
- Stephanie Monroe Tillerson, *Town Administrator*
- Stephanie Braswell Edgerton, *Town Communications Manager*

- Audit Committee

Ms. Tillerson stated the term for this committee was also one year, Dorota Szubert, Town Treasurer, was Staff Support along with Ms. Tillerson attending the meetings. Mr. Said was appointed as the Chairman, and the three current members of the Audit Committee were requesting reappointment with an additional member opening.

- Andrew J. Capelli
- James A Williams
- Ronald A Hoffman

- Environmental Committee

Ms. Tillerson stated the term for this committee was also one year, and Mr. Jordan is Chairman of the Committee. She indicated that three members have left the Committee and recommended the appointment of a new member David Pumphrey with the reappointment of the other current members.

- Jim Chitwood
- Jim Sullivan
- Lynne Sager
- Jane Ellis
- Pam Wilson
- Scott Nelson
- Beverly Gholson
- Jack Kotz

- Planning Commission

Ms. Tillerson stated the seven-member Commission has a four-year term. The Support Staff for the Commission is Johns Taylor the Town's Planning Director. The two members that are requesting reappointment is Fred Peterson, current Chairman of the Commission and Gale Messerman along with an open position that will be filled.

- Public Safety Committee

Ms. Connelly stated that the Public Safety Committee had two vacancies and requested the appointment of Dwight Williams to fill one of the vacancies and the reappointment of the current members.

- Joe Pezzullo
- Yvonne Johnstone
- Bill Thomae
- Julie Beier

Mr. Widuch made a motion to approve the appointment and reappointments of members of the Arts and Cultural Events Council, Audit Committee, Environmental Committee, Planning Commission, and the Public Safety Committee. The motion was seconded by Mr. Prickett and was unanimously passed.

VIII. Town Administrator's Report:

Ms. Tillerson gave an update on the Traffic and Safety Study that is being completed by Kimley-Horn for the Duneside area. She reported that they are working hard to get the study completed and have gathered information for different sources including the gate pass information from the Community Association to assembly their counts. She indicated that she is optimistic that the report will be completed in time to distribute it to the Planning Commission for their review in time for their meeting so that they can decide on the Parcel 13 Plat under consideration.

Ms. Tillerson stated that the popularity of Beachwalker County Park has over the years cause significant traffic issues on Beachwalker Drive. In working with the County Park on the traffic backup issue, last year they implemented a system in which if the park is full, you leave your telephone number and are called with time updates along with when space is available. To try to alleviate more of the traffic issue, the Town has been working on the addition of a designated right turn lane into the County Park. The County Park has also been working on a redesign of their entrance to make the flow of traffic in and out of the Park easier.

Ms. Tillerson stated that Kimley-Horn is now in the design phase of the project which will go to the Public Works Committee for their review and approval. Once approved the project will go out for bid and a proposal will be presented to the Ways and Means Committee for consideration. The goal is to have the project completed by May of this year.

IX. Council Member:

Mr. Said reported that there was a brief meeting of the *Audit Committee* to decide on the release of an RFP for the next four years of Audit Services for the Town.

Mr. Widuch reported that the final step had been crossed on the demolition of 122 Turnberry. He indicated that the demolition is scheduled to start on January 21st and completed on or before March 1st.

Mr. Prickett reported that the Arts Council Board had a preliminary organizational meeting and has established some procedures and operational timetables with the Arts Council.

Ms. Connelly reported that the Public Safety Committee would meet next Tuesday at 10:00 am.

Mr. Green reported that he had the opportunity to attend the SC Municipal Attorney's Association Annual Conference with 60 to 90 Municipal Attorneys from across the State. He noted that the seminar included an update on State and Federal law pertaining to Municipalities. He noted there was a lengthy session on FOIA and the general rule and consensus is that staff if not required to produce or create documents that come pursuant to a request. The policy followed by the Town is consistent with policies across the state. He stated the court was concerned with the need for transparency balancing with what could be excess work that can make a Municipality less efficient.

Mayor Weaver stated that every few years the State tries to take of the business licensing process and severely restrict business license revenue and/or eliminate it altogether. He asked Mr. Green to give an update on the on the legislation in progress at the upcoming Council strategy meeting.

Mr. Widuch added to his report by stating that Fire Station 6 construction completion date has now formally been moved to March 5th with a move in date of May or June. There are issues with the contractor and that a construction attorney is involved.

X. Citizens' Comments:

Dennis McGill – 100 Pleasant Valley Drive

Mr. McGill stated that since the old Council approved the Attorney's contact, he suggested that the new members on the Council should ratify his contract.

Mr. McGill stated that in reviewing the minutes of both Town Council and the Ways and Means Committee, he noted the absence of Charleston County Sheriff's Office (CCSO) contract but questioned if that was because it had not finalized.

Mayor Weaver indicated that in his "Mayor's Update" he stated that he had signed the CCSO contract this morning.

Mr. McGill indicated it should be made available and if he could get a copy this afternoon.

Mayor Weaver stated that the contract would be made available when it is countersigned by Charleston County Sheriff and by Charleston County Council.

Mr. McGill asked about a dismissal motion that was made in the suit with Webster-Rogers in which Court records did not show a judgment. **Mr. Green stated that the judge had not ruled on the motion and the suit is currently in the discovery phase.**

Mr. McGill questioned that it looked like there were opposing parties in the Turnberry case. **Mr. Green stated there were two defendants, neither of whom have opposed the action.**

Mr. McGill suggested that the Attorney should also be given the opportunity to make a report and pending litigation, and he felt the items listed under the Executive Session are not necessarily privileged and do have to be discussed in Executive Session

Wendy Kulick – 38 Marsh Edge Lane

Ms. Kulick asked if there was any additional new information on the Berkley County lawsuit with Green Finney and will that impact the Town in any way.

Ms. Connelly made a motion to move into Executive Session to Receive Legal Advice from the Town Attorney on a Land Use and Zoning Matter Related to Vacation Club Destinations, to receive Legal Advice from the Town Attorney in Regard to the Kiawah Island Utility Rate Increase Application and to receive Legal Advice from the Town Attorney on the Outstanding Civil Action Regarding T. Rucker and Former Auditors Webster Rogers. The motion was seconded by Mr. Widuch and was unanimously passed.

XI. Executive Session:

- A.** To Receive Legal Advice from the Town Attorney on a Land Use and Zoning Matter Related to Vacation Club Destinations
- B.** To Receive Legal Advice from the Town Attorney in Regard to the Kiawah Island Utility Rate Increase Application.
- C.** To Receive Legal Advice from the Town Attorney on the Outstanding Civil Action Regarding T. Rucker and Former Auditors Webster Rogers.

Mr. Widuch made a motion to return to Regular Session. The motion was seconded by Mr. Said and was unanimously passed.

Mayor Weaver stated that no votes were taken and no decisions were made during the Executive Session that would bind the Town to any course of action.

XII. Adjournment:

Mr. Widuch motioned to adjourn the meeting at 4:46 pm. The motion was seconded by Ms. Connelly and carried unanimously.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

Craig E. Weaver, Mayor

Date

DRAFT

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2019-01

AN ORDINANCE TO AMEND ARTICLE 16 – BEACH MANAGEMENT, CHAPTER 1 – BEACH LIGHTING

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 16 – Beach Management, Chapter 1 – Beach Lighting, Section 16-101, 16-102, 16-103, 16-104, 16-105, and 16-106, and;

WHEREAS, the Town wishes to regulate the sources of artificial light to protect sea turtles which nest along the beaches of Kiawah Island, and;

WHEREAS, the Town wishes to amend the current sections relating to the beach lighting regulations.

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

Section 1 **Purpose**

The purpose of this Ordinance is to adopt the amendment of Article 16 – Beach Management, Chapter 1 – Beach Lighting, Sections 16-101, 16-102, 16-103, 16-104, 16-105, 16-106. Create Section 16-107 - Individual use of lights and Section 16-108 - Organized functions and Special events.

Section 2 **Ordinance**

Sections 16-101, 16-102, 16-103, 16-104, 16-105, and 16-106 are replaced with the following:

Sec. 16-101 **Need for beach lighting regulations**

The purpose of this chapter is to protect sea turtles which nest along the beaches of Kiawah Island by safeguarding nesting females and hatchlings from sources of artificial *light*.

Sec. 16-102 **Definitions**

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

Artificial light means any source of *light* emanating from a manmade device, including but not limited to, incandescent, mercury vapor, metal halide, or sodium lamps, flashlights, spotlights, street lights, vehicular lights, construction or security lights.

Beach means that area of unconsolidated material that extends landward from the mean low-water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves).

Dawn means 30 minutes before sunrise.

Dusk means 30 minutes after sunset.

Floodlight means a reflector type *light* fixture which is attached directly to a building and which is unshielded.

Low profile luminaire means a *light* fixture set on a base which raises the source of the *light* no higher than 48 inches off the ground and designed in such a way that *light* is directed downward from a hooded *light* source.

New development means and includes new construction and remodeling of existing structures when such remodeling includes alteration of exterior lighting.

Person means any individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, group or unit of federal, state, county or municipal government.

Pole lighting means a *light* fixture set on a base or pole which raises the source of the *light* higher than 48 inches off the ground.

Point source means the bulb, lamp, or glowing elements of a fixture from which light is emitted.

Shading coefficient means a coefficient expressing that percentage of the incident radiation which passes through the window as heat.

Tinted or filmed glass means window glass which has been covered with window tint or film such that the material has a shading coefficient of 0.45 or less.

Sec. 16-103 **New Development**

It is the policy of the Town of Kiawah Island that no artificial *light* shall illuminate any area of the beaches of Kiawah Island and that no exterior point source of artificial light shall be visible from the beach. To meet this intent, building and electrical plans for construction of single-family or multifamily dwellings, commercial or other structures, including electrical plans associated with parking lots, dune walkovers, or other outdoor lighting for real property (if such lighting can be seen from the *beach*), shall be in compliance with the following:

- (1) Floodlights shall be prohibited. Wall-mounted light fixtures shall be fitted with hoods so that no light illuminates the beach and the point source of light is not visible from the beach.
- (2) Pole lighting shall be shielded so that no light illuminates the beach and the point source of light is not visible from the beach. Outdoor lighting shall be held to the minimum necessary for security and convenience.
- (3) Low profile luminaries shall be used in parking lots and such lighting shall be positioned so that no light illuminates the beach and no point source of light is visible from the beach.
- (4) Dune walkovers shall utilize low profile shielded luminaries.
- (5) Lights on balconies shall be fitted with hoods so that no light illuminates the beach and no point source of light is visible from the beach.
- (6) Tinted or filmed glass shall be used in windows facing the ocean.
- (7) Temporary lights at construction sites shall not be mounted more than fifteen (15) feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach or shall the point source of light be visible from the beach. Lights shall be turned off from 9:00 p.m. until dawn during the period of May 1 to October 31 of each year.

Sec. 16-104 **Exemptions for new development**

The provisions of [Section 16-103](#) shall not apply to any structure for which a building permit has been issued by the town, prior to the effective date of Ordinance No. 2019-01 (i.e., February 5, 2019), which preceded this article.

Sec. 16-105 **Existing development**

It is the policy of the Town of Kiawah Island that no artificial light shall illuminate any area of the beaches of Kiawah Island and that no exterior point source of artificial light shall be visible from the beach. To meet this intent, lighting of existing structures which can be seen from the *beach* shall be in compliance with the following within six months of the effective date of the ordinance from which this article is derived:

- (1) Lights illuminating buildings or associated grounds for decorative or recreational purposes shall be shielded or screened such that the point source of light is not visible from the *beach* or turned off from 9:00 p.m. until dawn during the period of May 1 to October 31 of each year.

- (2) Lights illuminating dune walkovers shall be turned off from 9:00 p.m. until dawn during the period of May 1 to October 31 of each year.
- (3) Security lighting shall be permitted throughout the night so long as low-profile luminaries are used and screened in such a way that those lights do not illuminate the *beach* and no point source of light is visible from the beach.

Sec. 16-106 **Community-Owned lighting**

Street lights and lighting at parks and other publicly-owned *beach* access areas shall be subject to the following:

- (1) Street lights shall be located so that the bulk of their illumination will travel away from the *beach*. These lights shall be equipped with shades or shields that will prevent backlighting and render the point source of light not visible from the *beach*.
- (2) Lights at parks or other public *beach* access points shall be shielded or shaded so that the point source of light is not visible from the beach or shall be turned off from 9:00 pm to dawn during the period of May 1 to October 31 of each year.

Section 16-107 - Individual use of lights, is hereby created as follows:

Sec. 16-107 **Individual use of lights**

- (1) Use of unfiltered lights (any color spectrum except red), including but not limited to flashlights, cellular phones, and cameras, by persons are prohibited on the beach from 9:00 pm until dawn during the period of May 1 to October 31 of each year.
- (2) No unfiltered light shall be shown directly on adult turtles, eggs or hatchlings.

Section 16-108 - Organized functions and Special events, is hereby created as follows:

Section 16-108 **Organized Functions and Special Events**

- (1) The illumination from beachfront organized functions or special event lighting shall not spread beyond the boundary of the property, and in no case shall those lights illuminate the beach or shall the point source of light be visible from the beach. No organized functions or special events shall take place seaward of the OCRM setback line between dusk and dawn during the period of May 1 to October 31 of each year.

Section 3 **Severability**

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

Section 4 **Effective Date and Duration**

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 5th DAY OF MARCH 2019.

Craig Weaver, Mayor

Petra S. Reynolds, Town Clerk

1/8 /2019 1st Reading

3/5/2019 2nd Reading

2019

Board of Zoning Appeals

The Committee members serve three year terms which expire on January 31st and are appointed by the Mayor and Town Council.

Ron Hacker, Chairman (2022)

203 Glen Abbey Road
Kiawah Island, SC 29455
Phone: 768-1005
Email: rhacker@bellsouth.net

Scott Parker (2022)

28 Salt Cedar Lane
Kiawah Island, SC 29455
Phone: 864-275-9590
Email: Scparker6753@gmail.com

Wendy Kulick (2020)

38 Marsh Edge Lane
Kiawah Island, SC 29455
Phone: 768-7466
Email: wkulick@bellsouth.net

Ben Farabee (2021)

39 Marsh Edge Lane
Kiawah Island, SC 29455
Phone: 243-9861
Email: abfarabee@bellsouth.net

Frank Cassidy (2020)

31 Rhett's Bluff Road
Kiawah Island, SC 29455
Phone: 768-4658
Email: fcassidy@comcast.net

J. Jay Lewis (2021)

114 Bufflehead Drive
Kiawah Island, SC 29455
Phone: 513-310-2413
Email: hlewis@cinci.rr.com

Morris Hanan (2021)

70 Clay Hall
Kiawah Island, SC 29455
Phone: (847) 650-3642
Email: mvhanan@gmail.com

John Taylor, Planning Director

Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Phone: 768-9166
Email: jtaylor@kiawahisland.org

Re-appointment

New Member

Frank Cassidy
31 Rhett's Bluff Road
Kiawah Island, SC 29455
(843) 768-4658 (H)
(732) 216-8844 (C)
fcassidy@comcast.net

Work Experience

Calpine Corporation (2008 – 2018)

Director (2008 – 2018)

Chairman of the Board (2016 – 2018)

Public Service Enterprise Group (1969-2007)

Various positions, most recently President and COO of PSEG Power LLC

Education

New Jersey Institute of Technology, BSEE 1969

Rutgers University, MBA 1974

Community Activities

Our Lady of Mercy Community Outreach

Volunteer (2011 – Present)

Director (2012 – 2018)

Chairman of the Board (2014 – 2017)

MUSC Storm Eye Institute Advisory Board

Member (2013 – Present)

Kiawah Conservancy

Trustee (2015 – Present)

AARP Foundation Tax-Aide

Volunteer Tax Preparer (2014 – Present)

Personal

Married to Kathy for 49 years, two children and one grandchild. Kiawah resident since 2000, full time since 2014. Avid golfer and bicycler. Member Kiawah Island Club, Briar's Creek, and Governor's Club.

SECTION 6-29-780. Board of zoning appeals; membership; terms of office; vacancies; compensation.

(A) As a part of the administrative mechanism designed to enforce the zoning ordinance, the zoning ordinance may provide for the creation of a board to be known as the board of zoning appeals. Local governing bodies with a joint planning commission and adopting a common zoning ordinance may create a board to be known as the joint board of appeals. All of these boards are referred to as the board.

(B) The board consists of not less than three nor more than nine members, a majority of which constitutes a quorum, appointed by the governing authority or authorities of the area served. The members shall serve for overlapping terms of not less than three nor more than five years or after that time until their successors are appointed. A vacancy in the membership must be filled for the unexpired term in the same manner as the initial appointment. The governing authority or authorities creating the board of zoning appeals may remove any member of the board for cause. The appointing authorities shall determine the amount of compensation, if any, to be paid to the members of a board of zoning appeals. None of the members shall hold any other public office or position in the municipality or county.

HISTORY: 1994 Act No. 355, Section 1.

SECTION 6-29-790. Board of zoning appeals; officers; rules; meetings; notice; records.

The board shall elect one of its members chairman, who shall serve for one year or until he is re-elected, or his successor is elected and qualified. The board shall appoint a secretary who may be an officer of the governing authority or of the zoning board. The board shall adopt rules of procedure in accordance with the provisions of an ordinance adopted pursuant to this chapter. Meetings of the board must be held at the call of the chairman and at such other times as the board may determine. Public notice of all meetings of the board of appeals shall be provided by publication in a newspaper of general circulation in the municipality or county. In cases involving variances or special exceptions conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the board and must be a public record.

HISTORY: 1994 Act No. 355, Section 1.

SECTION 6-29-800. Powers of board of appeals; variances; special exceptions; remand; stay; hearing; decisions and orders.

(A) The board of appeals has the following powers:

(1) to hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;

(2) to hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

(a) there are extraordinary and exceptional conditions pertaining to the particular piece of property;

(b) these conditions do not generally apply to other property in the vicinity;

(c) because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and

(d) the authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

(i) The board may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise

permitted in a zoning district, to extend physically a nonconforming use of land or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, if a variance is granted, may not be considered grounds for a variance. Other requirements may be prescribed by the zoning ordinance.

A local governing body by ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a given district, and if it does permit a variance, the governing body may require the affirmative vote of two-thirds of the local adjustment board members present and voting. Notwithstanding any other provision of this section, the local governing body may overrule the decision of the local board of adjustment concerning a use variance.

(ii) In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare;

(3) to permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the zoning ordinance; and

(4) to remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time certain within sixty days unless otherwise agreed to by the parties. The board must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing and notice of the rehearing must be mailed to these persons prior to the rehearing.

(B) Appeals to the board may be taken by any person aggrieved or by any officer, department, board, or bureau of the municipality or county. The appeal must be taken within a reasonable time, as provided by the zoning ordinance or rules of the board, or both, by filing with the officer from whom the appeal is taken and with the board of appeals notice of appeal specifying the grounds for the appeal. If no time limit is provided, the appeal must be taken within thirty days from the date the appealing party has received actual notice of the action from which the appeal is taken. The officer from whom the appeal is taken immediately must transmit to the board all the papers constituting the record upon which the action appealed from was taken.

(C) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed other than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

(D) The board must fix a reasonable time for the hearing of the appeal or other matter referred to the board, and give at least fifteen days' public notice of the hearing in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the appeal or matter within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney.

(E) In exercising the above power, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end, has all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in the execution of the duties specified in this chapter, may subpoena witnesses and in case of contempt may certify this fact to the circuit court having jurisdiction.

(F) All final decisions and orders of the board must be in writing and be permanently filed in the office of the board as a public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the board which must be delivered to parties of interest by certified mail.

HISTORY: 1994 Act No. 355, Section 1; 2003 Act No. 39, Section 2, eff June 2, 2003.

2019 Planning Commission Members

The Commission is composed of 7 members appointed by the Mayor and Town Council. Appointments are for four year terms.

Fred Peterson, (2023)

5544 Green Dolphin Way
Kiawah Island, SC 29455
(843) 670-9512
Email: fred.m.peterson@gmail.com

Gale Messerman (2023)

56 River Marsh Lane
Kiawah Island, SC 29455
(843) 768-8900
Email: galesmesserman@gmail.com

William (Bill) Dowdy (2021)

87 Bufflehead Drive
Kiawah Island, SC 29455
(843) 641-0160
Email: Dowdy.bill@yahoo.com

Robert (Brit) Stenson (2020)

142 Blue Heron Pond
Kiawah Island, SC 29455
(843) 768-4242
Email: britstenson@gmail.com

Andrew J. Capelli, (2021)

160 Governor's Drive
Kiawah Island, SC 29455
(843) 768-9113
Fax: (843) 768-0399
Email: acapelli35@hotmail.com

Larry Iwan (2022)

35 Salt Cedar Lane
Kiawah Island, SC 29455
(843) 768-6626
Email: plinyiwan@msn.com

***John R. Moffitt (2020)**

36 Painted Bunting Court
Kiawah Island, SC 29455
(704) 968-5130
Email: johnmoffitt5523@gmail.com

* Proposed new member

Revised 1/28/2019

John R. Moffitt

36 Painted Bunting Ct.
Kiawah Island, SC 29455
(704) 968 – 5130

johnmoffitt5523@gmail.com

Seasoned executive with deep Supply Chain Management skills developed over the past 40+ years as a retail executive and consulting partner. Excellent manager with high quality written and oral communication skills. Extensive experience as a consultant, retail line manager, and functional executive level operator.

Experience

Retired

January 2017 – Present -

Vice President – Sales

July 2015 – January 2017 – Blue Ridge Solutions

- Responsible for building, developing and maintaining sales organization with the Blue Ridge organization
- Development of channel marketing relationships
- Developing and maintaining presales organization
- Works closely with Marketing to develop messaging, lead generation efforts, and customer facing marketing materials, media, etc.
- Revenue production responsibility

Vice President of Services

December 2014 – July 2015 – Blue Ridge Solutions

- Responsible for all services aspects of the company
 - Presales consulting
 - Business consulting
 - Customer Support
 - Implementation services
 - Education

Member of the Management Group

March 2014 – present – RGIS LLC “Smartspace”

(I have been a partner since 2008)

- Develop sales plan for sustained growth
- Develop alliances with complimentary solution providers and consultants to increase exposure and market presence
- Perform duties of subject matter expert in sales engagements
- Develop long term business plan for continued growth and profitability as an independent company

Vice President – Merchandising and Strategy

June 2013 – March 2014 – Hilco Retail Consulting

- Direct the Merchandising and Strategy consulting practices
- Develop strategy for consulting engagements and deliver expected results for strategic clients
- Responsibility for developing and maintaining customer relationships at C level
- Manage and develop consulting staff in the practice
- Participate in sales campaigns for strategic customers

- Execute engagement delivery to achieve clients objectives

Executive Vice President – Sales and Marketing

January 2013 – June 2013 – Predictix

- Responsible for directing all sales and marketing activities for Predictix
- Responsible for developing sales strategy and revenue budgets for software, services and cloud computing revenue streams
- Responsibility for developing and maintaining customer relationships at C level
- Responsible for managing all social media for the company
- Participate in sales campaigns for strategic customers

Vice President – Industry Solutions

January 2012 – January 2013 – Predictix

- Responsible for developing customer visioning for retail accounts
- Responsibility for developing and maintaining customer relationships at C level
- Responsible for business development related to forecasting and replenishment products
- Provide business transformation consulting to customers to ensure adoption of new applications.

Senior Vice President, Chief Operating Officer, Space Management

September 2008 – December 2011 – RGIS LLC

- Global P & L responsibility for macro space management software solution division of RGIS LLC
- Global responsibility for all business development and product delivery of Smartspace macro space solution
- Global responsibility for all field operations connected with data gathering in support of macro space engagements
- Responsible for developing product development strategy
- Responsible for development of all alliance relationship with complementary solutions and potential business partners
- Chief Operating Officer for software solutions business
- Built business from concept to multimillion software solutions offering
- Grew business from zero revenue to \$10 million annually and established a sustainable business model in three years.

General Manager – Forecasting and Replenishment Business Unit

March 2008 – September 2008 – Predictix, LLC

- Responsible for all consulting services accounting for 40 % of firm's volume
- Directs development of suite of SaaS (software as a service) applications
- Forecasting application
- Store level replenishment application
- Seasonal modeling optimization application
- Responsible for business development efforts for sale of both consulting services and software applications
- Complete P & L responsibility for business unit

Managing Director – Replenishment and Supply Chain consulting

May, 2007 – March 2008 – Karabus Management, LLC

- Managed staff of 9 senior level consultants in retail consulting practice
- P & L responsibility for 40 % of firm's business
- Managed business development and practice development for Replenishment and Supply chain consultancy.
- Managed business transformation study at Goody's Department Stores in Knoxville, TN.
- Responsible for inventory management and supply chain transformation work at Borders, in Ann Arbor.

Vice President – Allocation and Replenishment

June, 2000 – May, 2007 – Family Dollar Stores – Matthews, NC

- DC replenishment – Directed implementation of Oracle Retail Replenishment and merchandising systems for 6000 store, 9 DC chain. Managed staff of 60+ involved in all aspects of Supply Chain management for the company – improved service level from low 90% to 95%+ and increased warehouse turns by 40%
- Store Replenishment – Directed development, implementation and deployment, companywide, of centrally managed store level replenishment system – results were an improvement of comp store sales of 1%, reduction of store level basic inventory of \$10,000 per store (10-12% reduction), improved in stock percentage and data integrity.
- Allocation – Co-developed Oracle Retail Allocation product. Directed implementation of same within the Family Dollar organization. Improved fashion turns by 25% and allocation accuracy by 35%+
- Electronic Commerce – Responsible for expanding use of EDI in the Vendor managed Replenishment program to move the company from less than 5% to approximately 30 % vendor managed
- Inbound transportation routing
- Merchandise administration and control

Director of Retail Industry Consulting

May, 1995 – June, 2000 – E3 Corporation – Atlanta, GA

- Developed and managed retail inventory management consulting practice
- Provided technical marketing support for inventory management products
- Developed and managed software sales training program
- Managed implementation consultants for CPFR products

Retail Industry Consultant

July, 1990 – May, 1995 – IBM Corporation – Atlanta, GA

- Provided inventory management consulting services to IBM Inforem customer base
- Pre – sales consulting to Inforem prospects
- Supervised product development for Inforem product

Director of Inventory Management

June, 1977 – July 1990 – Best Products Catalog Showroom –
Richmond, VA

- Progressively more responsible positions in inventory management
- Directed all DC and store replenishment for \$3 billion retailer
- Developed and implemented training program for all buyers

Assistant Manager of Sales Audit

June, 1975 – June, 1977 – Thalhimer Brothers Department Store –
Richmond, VA

- Worked for Thalhimer's from June, 1969 – June, 1977

Education

University of Richmond, Richmond, VA

BS Management Science – 1977

MBA - 1981

- Member Beta Gamma Sigma Honorary Society
- Magna Cum Laude - undergraduate

Interests

Reading, woodworking, gardening, golf, scuba diving

Town of Kiawah Island Planning Commission Charter

Planning Commission: The Planning Commission meets monthly to approve plats and make recommendations to the Town Council on planned development, zoning district, map amendments, text amendments, and comprehensive plan updates. Members, who are citizens of Kiawah Island, are appointed by the Mayor and Town Council. Members of this group serve for four (4) year terms.

SECTION 6-29-330. Areas of jurisdiction; agreement for county planning commission to act as municipal planning commission.

(A) A municipality may exercise the powers granted under the provisions of this chapter in the total area within its corporate limits. A county may exercise the powers granted under the provisions of this chapter in the total unincorporated area or specific parts of the unincorporated area. Unincorporated areas of the county or counties adjacent to incorporated municipalities may be added to and included in the area under municipal jurisdiction for the purposes of this chapter provided that the municipality and county councils involved adopt ordinances establishing the boundaries of the additional areas, the limitations of the authority to be exercised by the municipality, and representation on the boards and commissions provided under this chapter. The agreement must be formally approved and executed by the municipal council and the county councils involved.

(B) The governing body of a municipality may designate by ordinance the county planning commission as the official planning commission of the municipality. In the event of the designation, and acceptance by the county, the county planning commission may exercise the powers and duties as provided in this chapter for municipal planning commissions as are specified in the agreement reached by the governing authorities. The agreement must specify the procedures for the exercise of powers granted in the chapter and shall address the issue of equitable representation of the municipality and the county on the boards and commissions authorized by this chapter. This agreement must be formally stated in appropriate ordinances by the governing authorities involved.

SECTION 6-29-340. Functions, powers, and duties of local planning commissions.

(A) It is the function and duty of the local planning commission, when created by an ordinance passed by the municipal council or the county council, or both, to undertake a continuing planning program for the physical, social, and economic growth, development, and redevelopment of the area within its jurisdiction. The plans and programs must be designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of its area of jurisdiction. Specific planning elements must be based upon careful and comprehensive surveys and studies of existing conditions and probable future development and include recommended means of implementation. The local planning commission may make, publish, and distribute maps, plans, and reports and recommendations relating to the plans and programs and the development of its area of jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens. All public officials shall, upon request, furnish to the planning commission, within a reasonable time, such available information as it may require for its work. The planning commission, its members and employees, in the performance of its functions, may enter upon any land with consent of the property owner or after ten days' written notification to the owner of record, make examinations and surveys, and place and

maintain necessary monuments and marks on them, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom. In general, the planning commission has the powers as may be necessary to enable it to perform its functions and promote the planning of its political jurisdiction.

(B) In the discharge of its responsibilities, the local planning commission has the power and duty to:

(1) prepare and revise periodically plans and programs for the development and redevelopment of its area as provided in this chapter; and

(2) prepare and recommend for adoption to the appropriate governing authority or authorities as a means for implementing the plans and programs in its area:

(a) zoning ordinances to include zoning district maps and appropriate revisions thereof, as provided in this chapter;

(b) regulations for the subdivision or development of land and appropriate revisions thereof, and to oversee the administration of the regulations that may be adopted as provided in this chapter;

(c) an official map and appropriate revision on it showing the exact location of existing or proposed public street, highway, and utility rights-of-way, and public building sites, together with regulations to control the erection of buildings or other structures or changes in land use within the rights-of-way, building sites, or open spaces within its political jurisdiction or a specified portion of it, as set forth in this chapter;

(d) a landscaping ordinance setting forth required planting, tree preservation, and other aesthetic considerations for land and structures;

(e) a capital improvements program setting forth projects required to implement plans which have been prepared and adopted, including an annual listing of priority projects for consideration by the governmental bodies responsible for implementation prior to preparation of their capital budget; and

(f) policies or procedures to facilitate implementation of planning elements.

SECTION 6-29-350. Membership; terms of office; compensation; qualifications.

(A) A local planning commission serving not more than two political jurisdictions may not have less than five nor more than twelve members. A local planning commission serving three or more political jurisdictions shall have a membership not greater than four times the number of jurisdictions it serves. In the case of a joint city-county planning commission the membership must be proportional to the population inside and outside the corporate limits of municipalities.

(B) No member of a planning commission may hold an elected public office in the municipality or county from which appointed. Members of the commission first to serve must be appointed for staggered terms as described in the agreement of organization and shall serve until their successors are appointed and qualified. The compensation of the members, if any, must be determined by the governing authority or authorities creating the commission. A vacancy in the membership of a planning commission must be filled for the unexpired term in the same manner as the original appointment. The governing authority or authorities creating the commission may remove any member of the commission for cause.

(C) In the appointment of planning commission members the appointing authority shall consider their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. Members shall represent a broad cross section of the interests and concerns within the jurisdiction.

2019 PUBLIC WORKS COMMITTEE

Members are appointed by the Mayor and Town Council and serve for one year terms. Terms expire on January 31.

David DeStefano

31 Burroughs Hall
Kiawah Island, SC 29455
401-487-3282
davedestef@cox.net

James (Jim) Gilliam

224 Eagle Point Road
Kiawah Island, SC 29455
843-202-0298
Jigilliam0928@gmail.com

Warren Stannard

294 Surfsong Road
Kiawah Island, SC 29455
768-1452
wgstannard@bellsouth.net

Stephen Sager

582 Oyster Rake
Kiawah Island, SC 29455
843-768-4865
ssager@sbsager.com

Will Connor

KICA, Director of Major Repairs
23 Beachwalker Drive
Kiawah Island, SC 29455
768-2315
william.connor@kica.us

Rusty Lameo

Town Staff
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
768-9166
rlameo@kiawahisland.org

TOWN OF KIAWAH ISLAND
PUBLIC WORKS COMMITTEE CHARTER

- I. The mission of the Public Works Committee is to:
 - A.) assist the Town in monitoring and making recommendations to improve solid waste services, infrastructure, facilities and utility needs.
 - B.) to recommend and consider proposals and methods to upgrade and improve public works related services on the Island.
- II. A member of Town Council shall have oversight responsibility for the public works committee serving as Committee Chairman and not less than 4 nor more than 7 permanent residents and representatives from organizations with similar interests shall serve as members.
- III. The members of the Public Works Committee shall be approved by the Mayor and Town Council.
- IV. The term for the members of the committee shall be for one year and expire annually on January 31. Committee members may be reappointed for successive terms as approved by the Mayor and Town Council.
- V. The Committee will perform the following functions:
 - A. Monitor the performance and activities of the Town Contractor as it relates to solid waste collection services.
 - B. Monitor the activities of the utilities, including electric, water/sewer, cable and video providing service on the Island.
 - C. Monitor the infrastructure conditions, repairs and replacement for Town owned infrastructure within its jurisdiction.
 - D. Develop a long-term island infrastructure and facilities master plan to be incorporated into the Town's Comprehensive Plan.
 - E. At the direction of the Mayor, engage in activities, investigations, analyses, engineering studies etc. relating to public works.
 - F. Make recommendations to Town Council on ways to improve the quality of public works related activities as defined above on the Island.
- VI. Committee meetings shall be noticed and open to the public as is required by State law. In addition to committee members, other invited guests and special consultants may participate from time to time.
- VII. The Committee will be responsible to the Town Council and has no authority to spend funds or supervise staff except as approved by Town Council. Annually, the Committee will prepare a budget request covering committee activities for submittal to Town Council for approval and inclusion in the overall budget, if appropriate. The Committee Chairman shall report to Town Council on regular Town Council meeting dates.

2019

SATAX Committee

STATE ACCOMMODATIONS TAX

The members serve a one year term expiring on January 31st and are appointed by the Mayor and Town Council

Dan Hubbard, Chairman

Property Owner

5522 Green Dolphin Way
Kiawah Island, SC 29455
dhubb@swbell.net
Phone 636-537-1611

Bill Blizard

Arts Council

736B Virginia Rail Road
Kiawah Island, SC 29455
billblizard@gmail.com
Phone 768-3303

Roger Warren

Kiawah Island Golf Resort

1 Sanctuary Drive
Kiawah Island, SC 29455
Roger_Warren@kiawahresort.com
Phone: 768-2121
Fax: 768-6631

Pam Harrington

Harrington Exclusives

4343 Betsy Kerrison Parkway
Johns Island, SC 29455
pamh@pamharringtonexclusives.com
Phone 768-0273
Fax 768-7311

Diana Mezzanotte

Property Owner

99 Rhett's Bluff Road
Kiawah Island, SC 29455
dmezzanotte@kiawahisland.org
Phone 407-346-6238

Rachel Moore

Kiawah Partners Marketing Director

1 Kiawah Island Parkway
RMoore@Kiawah.com
Phone: 843-695-9309

Don Semmler

Andell Inn

300 Farm Lake View Road
Kiawah Island, SC 29455
Phone: 843-793-6050

Chris Widuch

Council Liaison

19 Grey Widgeon Lane
Kiawah Island, SC 29455
Phone: (843) 768-9576
cwiduch@kiawahisland.org

New Members

Town of Kiawah Island
State Accommodations Tax Committee

SECTION 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

(B) A municipality or county and its advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines must include the requirements for applications for funds from the special fund used for tourism-related expenditures. A recipient's application must be reviewed by an advisory committee before it receives funds from a county or municipality.

(C) Advisory committees shall submit written recommendations to a municipality or county at least once annually. The recommendations must be considered by the municipality or county in conjunction with the requirements of this chapter.

(D) Municipalities and counties annually shall submit to the South Carolina Accommodations Tax Oversight Committee:

- (1) end-of-the-year report detailing advisory committee accommodations tax recommendations;
- (2) municipality's or county's action following the recommendations;
- (3) list of how funds from the accommodations tax are spent, except for the first twenty-five thousand dollars and five percent of the balance in Section 6-4-10(2) allocated to the general fund. The list is due before October first and must include funds received and dispersed during the previous fiscal year;
- (4) list of advisory committee members noting the chairman, business address if applicable, and representation of the hospitality industry including the lodging industry and cultural interests.

(E) The regional tourism agencies in Section 6-4-20 annually shall submit reports on their budgets and annual expenditure of accommodations tax funds pursuant to this chapter to the Accommodations Tax Oversight Committee.

HISTORY: 1991 Act No. 147, Section 1; 2002 Act No. 312, Section 3.

Sec. 6-104. - Appointment of municipal judge.

The town council shall appoint a municipal judge who shall serve for a fixed term of not less than two years but not more than four years and until his successor is appointed and qualified. Such municipal judge may be a county magistrate, as provided by law.

(Code 1993, § 6-104; Ord. No. 2004-5, 9-14-2004)

CHARLESTON COUNTY SHERIFF'S OFFICE

EMPLOYER: Town of Kiawah Island

TELEPHONE NUMBER: 843-768-9166

ADDRESS: 21 Beachwalker Drive, Kiawah Island, SC 29455

PERSON CONTRACTING SERVICES: Mayor Craig Weaver

TYPE OF BUSINESS: Local Government

DUTIES TO BE PERFORMED: Police Protection, Traffic Control, Emergency Response

DAYS AND HOURS OF EMPLOYMENT: 24 Hour Coverage, 7 Days per Week, Year Round

CONTRACT TERM: March 1, 2019 to December 31, 2019

PERMANENT OR TEMPORARY: Temporary

NO. OF DEPUTIES NEEDED: 2 deputies – 2nd shift

2 deputies – 3rd shift

2 Additional Deputies from 8:00a.m. to 4:00 p.m. weekends

Commencing the Friday before Memorial Day through Labor Day

COORDINATOR FOR CCSO: Captain Donald Martin / Lt Christopher Brokaw

STIPULATIONS OF CONTRACT

1. Deputies are contracted at an hourly rate of **\$25.00 per hour**. The contract requires the number of Deputies as stated above per shift for two shifts per day, at a rate \$25.00 per hour through June 30, 2019 and effective July 1, 2019 through December 31, 2019 at rate of \$30.00 per hour. The normal workweek for Deputies shall be equivalent of forty-three (43) hours per week. Additionally, a fee of \$10.00 per deputy, per shift for vehicle and equipment usage will need to be made payable to Charleston County.

2 nd Shift	4:00 pm to 12:00 am
3 rd Shift	12:00 am to 8:00 am

HOLIDAY PAY:

During the following holidays Labor Day, Memorial Day and 4th of July; Deputies will receive pay based on time and a half (\$37.50) through June 30, 2019 and effective July 1, 2019 through December 31, 2019 at rate of \$45.00 per hour.

- **Labor Day, Memorial Day** - beginning with the 1st shift on Saturday and ending with the 2nd shift on Monday.
 - **4th of July** - beginning with the 1st shift prior to the holiday and ending with the 2nd shift of the day following the holiday.
2. Coordinators for the Town of Kiawah Island's off-duty employment detail will be paid at a rate of \$30.00 hourly through June 30, 2019 and effective July 1, 2019 through December 31, 2019 at rate of \$35.00 per hour for work performed to coordinate, manage and oversee the activity of deputies assigned to the Town of Kiawah Island. Compensation paid for coordination activity will not exceed \$17,720.00 in total during the term of this agreement and \$10,720.00 to any individual coordinator. The Town will receive prior notification (within 30 days) if either of the coordinators are to be changed.
 3. All employers contracting with the Charleston County Sheriff's Office *must* provide Workers' Compensation coverage. A copy of the secondary employer Workers' Compensation Policy *must* accompany the contract, when requesting deputies for off-duty employment. If the employer does not have Workers' Compensation Insurance, the Sheriff's Office will provide the coverage for the secondary employer at the rate of \$7.00 per one hundred dollars of salary. This amount will be calculated by and payable to the Sheriff's Office *prior* to the commencement of the secondary employment.
 4. Deputies of the Charleston County Sheriff's Office engaged in off-duty employment of a police nature may be employed only within the legal boundaries of Charleston County, may not perform

tasks other than those of a police nature, and may not enforce any rule or order of an employer governing customer behavior of the employer's premises where the customer's conduct does not constitute a violation of law. Additionally, deputies will not be permitted to engage in any employment which would be in violation of any county, state, or federal law.

5. All deputies of the Charleston County Sheriff's Office must always be available to respond to police emergencies. The Sheriff's Office is the primary employer of all sworn deputies of this Department and the requirements of the Department will take precedence over any secondary or private employment of an off-duty deputy. In an emergency, deputies will leave his/her private detail at the direction of Charleston County Sheriff's Office Communications and will respond whenever needed.
6. The Charleston County Sheriff's Office reserves the right to inspect payroll records of deputies employed by private contractors. The purpose of any such inspection will be to ascertain the hours a deputy is working to protect the best interest of the county and the deputy based on an evaluation of the total number of hours worked by the deputy. Failure to maintain proper payroll records will be cause for cancellation of the contract.
7. The Charleston County Sheriff's Office warrants that the deputies referred for part-time employment under this contract are in "good standing," as determined by the CCSO. The Town of Kiawah Island assumes no responsibility for any deputy misconduct outside his/her authorized scope of duties.

I, the undersigned, understand all of the above requirements of the Charleston County Sheriff's Office as related to the employment of off-duty deputies by private employers and do hereby agree to abide by these regulations. I further understand that a minimum 24-hour notice of cancellation must be given to the Charleston County Sheriff's Office; otherwise, I will be responsible for the fees associated with a minimum four-hour contract.

APPROVED:

TOWN OF KIAWAH ISLAND

CHARLESTON COUNTY SHERIFF'S OFFICE

Craig Weaver, Mayor

PRINTED NAME

PRINTED NAME

AUTHORIZED SIGNATURE/EMPLOYER

OPERATIONS CHIEF/DESIGNEE

DATED

DATED

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

**AMENDMENT TO AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND
ISLAND BEACH SERVICES, LLC d/b/a
Barrier Island Ocean Rescue
(Beach Patrol)**

WHEREAS, the **Town of Kiawah Island** and **ISLAND BEACH SERVICES, LLC d/b/a Barrier Island Ocean Rescue** entered into an agreement on February 7, 2017 for the purpose of providing Beach Patrol services.

WHEREAS, the Town and Island Beach Services d/b/a Barrier Island Ocean Rescue wish to amend said agreement in the following particulars:

1. **AGREEMENT AMOUNT:** This agreement amount shall be increased monthly by the amount of \$1,800.00 for a term expiring on February 6, 2020.
2. **EFFECTIVE DATE:** This agreement shall be effective February 6, 2019.

All other provisions of the agreement entered into on February 7, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 5th day of March 2019.

WITNESSES

Town of Kiawah Island

By: Craig Weaver
Its: Mayor

Island Beach Services

By: Robert N. Edgerton
Its: Owner



Request for Town Council Action

TO: Mayor and Council Members

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Meducare (AirMedCare Network) Municipal Site Membership

DATE: March 5, 2019

BACKGROUND:

On April 20, 2016, the Town entered into a one-year contract with AirMedCare Network (Meducare) to provide air medical transport services for Kiawah Island residents. Each additional year thereafter was renewed for one year. The current contract expires the end of April 2018. While the Town had a few air medical transport services during our three-year contract period, to our knowledge those individuals airlifted to the hospital were not Town residents. Therefore, the Municipal Site Membership plan was not activated.

In 2018, Mr. McAden notified us that AirMedCare Network stopped offering the Business Plan to new subscribers effective January 1, 2018, due to the continued decline in insurance rate reimbursement and the reduction of larger employers in the AirMedCare Network. The Municipal Site membership falls under the Business Plan, and therefore it was eliminated as well. However, those with an active Business/Municipal Site membership plan are grandfather in with the option of renewing. If the contract lapse, the membership plan option we are currently participating in will no longer be available.

The Public Safety Committee considered the renewal at its February 13, 2019 regular scheduled meeting. After discussion, the Committee made a motion to recommend to the Ways and Means Committee that the AirMedCare Municipal Site Plan Membership be renewed for another year at the same cost of \$8,163.00 (annual).

ANALYSIS:

The Municipal Site Membership will cover transport that originates out of Charleston County. There is no cost to residents with medical insurance. A resident can upgrade to a full coverage membership for \$35.00 (annual) that will give them coverage in over 220 locations across 32 states. **Coverage also applies to renters provided that it is their primary residence.**

Resident Defined:

Any individual who owns a home on the island, regardless of whether it is their primary residence, would be considered a "resident" and eligible for coverage under the Municipal Site Plan (MSP). For example, John Q Taxpayer's primary residence is in Columbia, SC and as such, he is considered part of that tax base. He owns a second home on Kiawah that he lives in for just three months out of the year. For purposes of the Municipal Site Plan, he would be considered a "resident" of Kiawah, covered by the plan and eligible to upgrade to a full membership for just \$35.00. That being said, if John lets Nephew Tim and his family use his beach house for a week during the summer, they would not be covered by the Municipal Site Plans.

Coverage:

The MSP will provide coverage for all **insured** household residents from a pickup location originating anywhere in Charleston County (this allows for coverage both on and off the island) and all subsequent flights. (For example, patient is airlifted to MUSC and then transported to the burn unit in Augusta, GA. In this situation, both flights would be covered by membership.)



Plan Code: 10228

**AirMedCare Network Municipal Site Membership
For Town of Kiawah Island, SC**

Organization: Town of Kiawah Island, SC
Address: 4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Contact: Petra Reynolds
Phone: 843-768-5101
Email: preynolds@kiawahisland.org
County: Charleston

Effective Date: 4/20/2019

Membership Sales Manager/ Base: Sarah Gordon/ MT220

Covered Individuals and Transports:

Any individual who resides within the boundaries of Kiawah Island, SC when transported for medical necessity by MEDUCARE (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Charleston County, SC;
- If the covered individual transported is uninsured at the time of transport, Med-Trans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

Kiawah Island, SC will pay to AirMedCare Network a total of \$8,163.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Kiawah Island, SC may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35
<i>*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.</i>	

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



Page 1 of 3

Initial _____



Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.





Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Keith Hovey

Printed Name

Vice President

Title

Membership

Division

Date





Request for Town Council Action

TO: Mayor and Committee Members

FROM: Rusty Lameo, Facility Manager

SUBJECT: Preventative Maintenance Services for HVAC equipment

DATE: 3/6/2019

BACKGROUND:

Upon completion of our new Municipal Complex the contractor who installed the Heating and Cooling System, **Triad Mechanical Contractors**, was given the contract to service and maintain the HVAC equipment for the building during its first year in use at a cost of \$18,940.

ANALYSIS:

Because of the complexity and cost to service our system, staff released a Request for Bids for the preventative maintenance services contract (PM) in hopes of lowering our operating cost. We received two (2) bids both having familiarity with our system. In addition to the quarterly services we have included a yearly service for the operating system within the contract.

Hoffman Mechanical Solutions	\$ 7,800 yearly
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Triad Mechanical Contractors	\$15,200 yearly
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ACTION REQUESTED:

The Ways and Means Committee at their February 26th meeting recommended to Town Council to approve the bid from Hoffman Mechanical Solutions for an annual amount of \$7,800.00.

BUDGET & FINANCIAL DATA:

This is listed FY 2018-2019 Budget under line item (100-41000-54301) Repairs and Maintenance - Building.



3816 Patterson Street,
Greensboro, NC 27407
1-855-761-HVAC (4822)
www.hoffmech.com

Town of Kiawah Island

HVAC

Municipal Complex

RTP: Preventative Maintenance Service

Cover Letter

Hoffman Mechanical Solutions, Inc (HMS) is pleased to offer a bid for HVAC Service to the Town of Kiawah Island. HMS is properly staffed and equipped to perform the Detailed Scope of Work listed in the Solicitation. HMS is willing to perform the requested service and desires to enter a contractual relationship with the Town of Kiawah Island.

If awarded this Contract, Hoffman intends to perform all work under our South Carolina Mechanical Contractor License No. M113953 which includes Heating Group 1 – Class I, Heating Group 2, Heating Group 3 – Class I Classifications.

Hoffman agrees to comply with all requirements of the Solicitation.

Hoffman & Hoffman, Inc. has been in business since 1947, Hoffman Mechanical Solutions, Inc's parent company. We represent over 40 lines of commercial and industrial HVAC equipment and products.


In January of 2013, Hoffman officially created a division dedicated to performing HVAC Service work. Prior to that date, all mechanical work was performed within our Building Automation Division known as "Hoffman Building Technologies".

Creation of "Hoffman Mechanical Solutions" has allowed our business to better meet the HVAC service needs of our customers. "Hoffman Mechanical Solutions" ("HMS") currently employs 61 HVAC Service Technicians/Field Personnel with a total of 1389 years of field experience which is an average of 22.8 years per employee.

HMS is also fully staffed with administrative support and offer 24/7/365 on-call service.

Qualifications are discussed in greater detail within the body of this proposal.

Offered by:


Mark Atwood
Operations Manager

Date: February 14, 2019

III. COST:

In compliance with Request for Bids, the undersigned hereby proposes to provide all materials, equipment, and labor, except as otherwise provided noted, to provide and facilitate quarterly and annual Preventative Maintenance (PM) services for the following cost:

Total Proposed Cost	
Quarterly PM Services	\$ 4,546.00
Annual PM Services	\$ 3,254.00

NAME OF COMPANY: Hoffman Mechanical Solutions, Inc.

By: 

Signature

Mark Atwood

Print Name

Title: Operations Manager (i.e., Owner, Partner, Corporate Officer, etc.)

Address: 104 Vantage Point Drive

City: Cayce State: SC Zip: 29172

Telephone Number: 855-761-4822 Business Fax Number: 855-327-4830

Is your firm a X Corporation, Sole Proprietorship, or Partnership?

If incorporated, please list state of incorporation: North Carolina

FEIN or SSN: 81-2612952