



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
February 7, 2017; 2:00 PM

Mayor

Craig E. Weaver

Council Members

Jack Koach

Diana L. Mezzanotte

Chris Widuch

John R. Wilson

Town Administrator

Stephanie Monroe Tillerson

AGENDA

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Approval of Minutes:**
 - A. Minutes of the Town Council Meeting of January 10, 2017 [Tab 1]
- IV. **Mayor's Update:**
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **Presentations:**
 - A. Portrait Presentation – Former Mayor Charles R. Lipuma
- VII. **Old Business**

None
- VIII. **New Business:**
 - A. Approval of Beach Patrol Contract with Island Beach Services, Inc. [Tab 2]
 - B. Approval of Tidal Trails Franchise Agreement [Tab 3]
 - C. Approval Charitable Contributions Recommendations [Tab 4]
 - D. 2017 Committee Appointments [Tab 5]
 - Board of Zoning Appeals
 - Environmental
 - Planning Commission
 - Public Safety Committee
 - SATAX Committee
 - E. Arts and Cultural Events Council Charter Amendment [Tab 6]
 - F. Environmental Committee Charter Amendment [Tab 7]
 - G. Approval of the FY 2017- 2018 Budget Calendar [Tab 8]
- IX. **Town Administrator's Report:**
- X. **Council Member:**
 - a. Committee Updates
 - b. General Comments
- XI. **Citizen Comments:**
- XII. **Executive Session:**

None
- XIII. **Adjournment:**

TOWN COUNCIL MEETING

Kiawah Island Municipal Center
Council Chambers
January 10, 2017; 2:00 PM

MINUTES

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

II. **Pledge of Allegiance**

Present at the meeting: Craig Weaver, Mayor
John R. Wilson, Mayor Pro-Tempore
Jack Koach
Diana Mezzanotte
Chris Widuch

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 Meeting of December 6, 2016

Mr. Wilson made a motion to approve the minutes of the December 6, 2016 Town Council Meeting. The motion was seconded by Mr. Widuch and the minutes were unanimously passed.

IV. **Mayor's Update:**

Mayor Weaver introduced the three new members, Mrs. Mezzanotte, Mr. Widuch, and Mr. Koach. He welcomed and thanked them for being a part of the new Council along with Mr. Wilson.

Mayor Weaver briefly reviewed the items on the agenda and explained the changes in the structure of the items on future Town Council Agendas. He indicated that in the future Public Hearings will not be held in a separate meeting prior to Town Council meetings. They will be included as an item in the main meeting agenda.

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

Andy Capelli – 160 Governors Drive

Mr. Mayor and members of Council, thank you for the opportunity to comment on the proposed utility rate increase application and the intervention process. I have two points regarding KIU and will be brief.

First- as a full time resident who has lived with the construction project for a second water line literally in my driveway for the last seven months, I can only say that I am glad it is almost finished. I would like to compliment two individuals –Becky Dennis of KIU and Ed Monahan the Livability Director at KICA - for their outstanding efforts during this long and at times frustrating project. Those efforts allowed all those directly affected residents to be kept informed and overcome concerns. Further, those efforts made the project easier for all those residents to endure this hardship. Thank you Becky and Ed.

Second - and most importantly, I commend the Mayor and Council for involving the Town in the rate increase application intervention process. We all look forward to those efforts going a long way to assure that the property owners of the island are treated fairly. While you likely have identified this issue I believe, one of the most critical assertions of the utility that must be proven is that of "redundancy". I have no reason to doubt the claim of the utility that the second pipeline is a totally redundant line and not necessary to provide an adequate supply of water under suitable pressure to assure the health and safety of property owners however, in the two plus years we have heard this claim I do not believe it has been challenged and proven correct. I believe that your intervention efforts need to not only challenge this assumption, but also prove it to be correct!

The stakes (cost) are high. If proven to be inaccurate and the line is really needed to provide water to the newly developing area now called ocean park then the cost of this project I believe is to be borne solely by the developer and not all the island's property owners. If that is the case, the Public Service Commission should deny the inclusion of any costs associated with the second pipeline when approving a water rate increase.

I trust your involvement through the intervention process will assure fair treatment of this and other matters involved in the water rate increase application by the public service commission for the benefit of all property owners.

Wendy Kulick – 38 Marsh Edge Lane

Mrs. Kulick also thanked Council for pursuing in the intervention of the KIU rate increase application. She commented the Office of Regulatory Staff (ORS) is touted as being a supporter and an advocate on behalf of property owners; but, in her experience over the many years in dealing with water rate increases, it has not been the case.

Later this meeting, Council will approve appointments to several Town boards or committees. I do not remember seeing openings for these and other Town committees advertised, so that those residents who felt qualified to serve and had an interest in doing so could apply for consideration. If they were not advertised, I would ask Council to delay these and all other committee or board appointments be delayed until after they are advertised.

I appreciate Craig's discussion with me yesterday regarding how he plans to work towards providing answers to citizens' questions and responses to our comments once Council moves into the Municipal Center. In thinking about the conversation last night, I wondered how Council plans to provide responses and comments in a more timely way while still in this building. In addition, I look forward to hearing when and how I will be able to review answers to the questions posed between July and December of last year.

In the past, we have been told how the Town's administrative employees are swamped because of the numerous sets of minutes and other meeting documents which need to be transcribed. Because they are overburdened with these transcriptions, I have been told the Town cannot afford for them to use their time for other tasks.

If the Town is not going to hire temporary personnel to help relieve this backlog, I again offer to help transcribe minutes or type documents which do not contain confidential information. I stand willing and able to do so.

Mayor Weaver stated in the later discussion of committees, assignments, and those committees having openings will be announced. The appointment of the members to those committees will be deferred to the February Town Council meeting.

Dennis McGill – 100 Pleasant Valley Drive

Mr. McGill quoted from the November 2012 Town Council minutes in which a motion was made for an expenditure of up to \$5,000.00 to engage attorney Mr. Frank Ellerbe for the intervention in two KIU cases before the PSC. He also questioned if the expenditure of \$20,000.00 to \$30,000.00 without getting into litigation was an appropriate figure in view of the 2012 expenditure for two cases.

Becky Dennis – Kiawah Island Utility

Mrs. Dennis explained the need for the redundant water line by recounting an event on December 27th where there was a break in the main line, a break in the St. Johns' water line and a valve failure. She stated that with no flow of water onto the Island for two and one-half days, KIU was dependent on the water stored in the Island's aboveground storage tanks. With the cooperation of irrigation users restricting their usage, KIU was able to manage the situation and supply residents without restriction. She stated the redundant line will give a secondary feed that will come from another source.

Mrs. Dennis gave a reminder of the PSC Public Night Hearing on February 7th at 6:00 pm at the Turtle Point Clubhouse to hear public complaints and concerns. She also noted that the ORS had begun their detailed audit of KIU.

VI. Old Business:

A. KIU Rate Increase – Intervention Options

Mayor Weaver gave a brief background of the Kiawah Island Utility's Rate Increase Application to the PSC and the prior Council's agreement to file as an Intervener. Mr. Green, the Town Attorney was requested to do some background research on the options available to the Town as an Intervener, what obligations or responsibilities the Town has and a brief explanation of the PSC application process.

Mr. Green reviewed the process by which KIU filed a petition to the PSC for a rate increase. The first step, a notice of intent was filed by KIU, followed by a petition accompanied by supporting data. He noted that all were filed within the time prescribed by state rules. Mr. Green reviewed the PSC process, responsibilities with regard to times and deadlines for notifications, and decisions, testimony, public hearings, and the commission rate order.

Mr. Green stated the Town filed a Petition for Intervention which was received by the PSC on December 22, 2016. He offered three stages of involvement currently open to council:

- 1) monitor the case after the petition to intervene – have no active role in the intervention
- 2) obtain outside counsel specializing in rate increase cases to pursue the Town's interests until a resolution can be obtained short of litigation
- 3) fully litigate the matter with outside counsel irrespective of cost until a resolution is obtained through a contested hearing

Mr. Green advised Council for to obtain outside counsel and stated after consideration of three firms recommended Mr. Frank Ellerbe. He indicated Mr. Ellerbe, with Sowell Grey Robinson who has extensive experience in this field, was is the only one who has agreed to handle this matter

within a fixed budget of \$15,000-\$20,000 and a capped fee of \$30,000. He added that past experience shows that a fully litigated rate increase case could cost in the range of \$80,000-\$125,000 to litigate, and Council could make a decision spend additional funds if it becomes necessary.

Mr. Koach asked if there were any others interveners to which Mr. Green responded that the Community Association has also filed a Petition to Intervene. Council Members, along with Mr. Green, discussed the Community Association's willingness to make a financial contribution of up to half of the Town costs with the Town remaining the sole client, and the intervention options and recommendation presented.

Mr. Weaver made a motion to authorize the Town Attorney and Town Administrator to enter into a contract for legal services with Frank Ellerbe of Sowell Grey Robinson not to exceed \$30,000.00 total subject to the one-half contribution by the Kiawah Island Community Association and subject to approved by the Town's Ways and Means Committee. The motion was seconded by Mr. Wilson.

Mr. Koach made a motion to amend the already stated motion to include a written agreement with the Community Association spelling out their contribution and who was the lead client with respect to representation by legal counsel.

The amended motion was unanimously passed.

VII. New Business:

A. Appointment of Mayor Tempore

Mayor Weaver motioned to nominate John Wilson as Mayor Tempore. The motion was seconded by Mr. Widuch, and was unanimously passed.

B. Council Committee Assignments

C. Council Liaison Assignments

Mayor Weaver gave a brief overview of the Council's roles as either a chairperson or a liaison to the Town's committees.

Mayor Weaver made a motion to make the following assignments: John Wilson – Chairperson of Ways and Means Committee, Chris Widuch – Chairperson of Public Safety Committee, and Diana Mezzanotte – Chairperson of Arts and Cultural Events Council, Environmental and Audit Committees. The motion was seconded by Mr. Koach and was unanimously passed.

Mayor Weaver reviewed the liaison roles: John Wilson – BCDCOGS, CHATS, off Island transportation initiatives, Chris Widuch – Municipal Center Committee, Communications Workgroup, Diana Mezzanotte – Kiawah Island Conservancy, and Jack Koach – Planning Commission, BZA, and SATAX Committee.

H. Municipal Construction Committee Charter Amendment

Mayor Weaver explained the Municipal Center Committee has the primary responsibility of oversight of the construction activities of the new Municipal Center. The amendment to their Charter would remove the requirement of the chairperson of the Ways and Means Committee to Chair the Municipal Center Committee and move Council to a liaison role who would have oversight of the Committee and assign a chairperson. This would allow Mr. Labriola, given his expertise and involvement, to remain on the Committee until the completion of the new Municipal Center.

Mayor Weaver made a motion to appoint John Labriola as a member of the Municipal Center Committee. The motion was seconded by Mrs. Mezzanotte and was unanimously passed.

Mayor Weaver made a motion to approve the amendment of the language of the Municipal Center Committee Charter as proposed. The motion was seconded and unanimously passed.

I. Public Works Charter Amendment

Mayor Weaver stated that the Public Works Committee has been in existence for several years, with members, but has never met. In an effort to provide oversight of future Town infrastructure projects the Public Works Committee Charter would be amended to change Council's role from chairperson to liaison. The members appointed will have specific skills related to the Town's public works issues and will choose the chairperson from the group. Mr. Weaver announced openings for members on the Committee to be appointed at the February Town Council Meeting.

Mayor Weaver made a motion to approve the amendment of the language of the Public Works Committee Charter as proposed. The motion was seconded by Mrs. Mezzanotte and unanimously passed.

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

a. Update on Debris Removal and Costs

Mr. Lameo gave an update of the cost of the three-week post storm debris removal which covered the entire Island including the regimes. He stated the Town used the Andell Tract behind Freshfields as the DHEC approved staging site to separate the construction debris from vegetation. To date thirteen hundred tons of vegetation has been ground and with 200 to 300 tons still to be transported off the Island. Approximately 800 to 1,000 tons of construction debris has been compressed and will be transported to the Carolina Waste Facility. From pick-up to transportation to the staging site, to grounding or compressed, and removal, the Town has paid out \$573,000.00 and the amount is expected to rise as more invoices are received.

Mr. Lameo stated the Community Association has submitted to the Town \$226,000.00 in storm debris removal expenditures which have been submitted to FEMA through the Town

for reimbursement. He explained the FEMA reimbursement process noting that FEMA has not indicated what amount will be reimbursed.

b. Council Workshop

Mr. Tillerson stated Town Council will be holding their annual workshop over two half-days on January 26th – Afternoon from 1:00pm to 5:00pm – Governors Room at the Osprey Point Clubhouse and January 27 – Morning from 8:00 am to 12:00 pm.

c. Boardwalk Repairs

Mr. Lameo gave an update of the damage and repairs to boardwalks along the beach. He stated that even though the beach sustained substantial dune loss, the dunes have begun building back. He stated approximately 80% of the 170 which includes Community Association, Resort, regime, public and private boardwalks were damaged by the storm. Work is continuing on the rebuild or redesign of damaged boardwalks to get them operational as soon as possible. Letters have been sent to the homeowners of the ten boardwalks that were deemed dangerous with approximately half being repaired or made safe.

Ms. Tillerson gave an update for the Municipal Center Committee. She stated the Committee has not met since the last update but the project is going well with no issues causing a major concern. The next meeting will be on January 18th at 11:30 am.

Ms. Tillerson stated that any committee openings will be announced in the next E-Blast this week. As of now;

- the Planning Commission has 3 openings - 2 terms expiring and 1 replacement
- BZA has 1 opening – term expiring

IX. Council Member:

- a. Committee Updates
- b. General Comments

Mrs. Mezzanotte had no report or comments

Mr. Wilson reported that he and the Mayor attended a meeting of the John's Island Task Force, a group of residents and landowners from Johns and Wadmalaw Island with representatives of Kiawah, Seabrook, Community Association, Coastal Conservation League, and the Open Land Trust. He stated the purpose of the group is to provide an unified voice to Charleston County on what needs to be done with Johns Island roads. He indicated the Task Force wrote a position paper on Johns Island roads which was presented to Charleston County.

Mr. Widuch reported there will be one opening on the Public Safety Committee which will be added to the advertisements. He also stated that he is appointing Mr. Labriola Chairperson of the Municipal Center Committee.

Mrs. Mezzanotte reported the *Arts and Cultural Events Council* will be advertising for another member with a rewritten job description listing committee tasks and preferred skills. The opening will be advertised on the Town Website, Town email blasts, submitted to KICA for KICA Listserv their email distribution, and iKiawah. She also stated Arts and Cultural Events Council Charter has been rewritten and will be brought to Council for approval in February.

Mrs. Mezzanotte report the Sunday night Quentin Baxter/Houston Person event was sold out with close to 300 tickets distributed. There will be 5 more performance this month - the next one being the Fred Hersch Trio (Arts event) on 1/14 and Wycliff Gordon Quintet (Cultural event) on 1/19. Also, our Art Film Series starts this Friday.

Mrs. Mezzanotte reported *Environmental Committee's* January meeting has been cancelled and the first meeting will be Tuesday, February 14th at 3:00pm. She indicated Charter and Membership are being reviewed, along with preparation for the next budgeting cycle. The Committee is accepting funding applications for new environmental projects which must directly address one or more of the goals detailed in the Town's Comprehensive Plan. Preproposals are requested by February 15th to be reviewed and if approved by the Environmental Committee the final proposal is due by April 1st.

X. Citizen Comments:

Wendy Kulick – 38 Marsh Edge Lane

An article in the Post and Courier on December 15, 2016, noted indictments against officials of St. Paul's Fire District after an audit found budget irregularities and following an investigation by the FBI and SLED. In July 2015 Dixon Hughes Goodman, the forensic accountants employed by the Town, issued a report detailing their findings after a review of the Town's financial records and procedures. It has now been a year and a half and to date, the Town has yet to report on any indictments or arrests of the former Town Administrator or former Town Treasurer despite detailed documentation of their alleged embezzlement of public monies. Since last fall, there have been numerous instances similar to the actions taken against individuals who have stolen money from their employers, in both the public and private sector. Why have we seen no action against the Town's two former employees? When can we expect action to be taken?

Mayor Weaver stated he has requested Councilman Koach and the Town Attorney contact the federal and state authorities to reassess all the developments and actions which have taken place and to see what steps can be taken by Council of the Town to move the process forward. **Mayor Weaver** stated he expects more specifics to be brought forward at the coming meetings.

Virginia Abbott – Sea Forrest Drive

Mrs. Abbott stated she represented Windswept I, II, III, and Parkside in speaking to Boardwalk 22. She stated she understood the design of the boardwalk was not a decision made by the Town and she stated she was assured the Town would abide by any reconstruction configuration decision made by the ARB and the Community Association which she appreciated. Mrs. Abbott spoke to the boardwalks on the Island as a gateway to the Island and for many, the first experience on the Island. Without the availability of an access to the beach, those guests will find other places to visit and that will affect all of entities and homeowners on the Island. She asked that for the Town support in their Boardwalk 22 request.

Dave DeStefano – Burroughs Hall

Mr. DeStefano stated he overheard a conversation in which the parties were in a discussion of the possibility that the Town would be purchasing more property on Betsy Kerrison Parkway near Resurrection Road. To dispel any rumors he asked if the new Council anything about a future purchase.

Mayor Weaver responded by stating he had not been approached nor had any conversation in reference to the Town purchasing any additional property.

Dennis McGill – 100 Pleasant Valley Drive

Mr. McGill directed his question to the Town Attorney. His question referenced the three PSC intervention options which he presented to Council, asking if Mr. Green could not perform the work required in Option 1 until the point of trying to resolve the matter following the Public Hearing.

Mr. Green responded by stating his understanding of the process was that information gathering and the audit was already taking place and an engaged attorney would immediately start monitoring that information. He also stated he would assist the engaged attorney to minimize the cost to the Town.

Mr. McGill asked if Mr. Green agreed that the main issue or bulk of the work is not legal but rather engineering and accounting and with that, questioned why the legal representation would be so costly.

Mr. Green stated the \$15,000.00 to \$20,000.00 budgeted amount was a fair amount based on hourly rates for attorneys with this specialized expertise.

Mr. McGill questioned why the Town was not speaking to the Resort, given the amount of water they use, it would be reasonable to think they might be interested in contributing to the cost.

Marilyn Larach – 1082 Terrapin Court

Dr. Larach stated when she became the president of KPOG she learned about the many years of water rate intervention cases with the PSC and noted that the past costs of legal representation to KPOG were substantially higher than what was committed by Council.

Roger Warren – President of Kiawah Island Golf Resort – Cotton Hall

Mr. Warren stated the Resort decided not to be an intervener in the PSC case because it is thought to be a government function for the Town and the Community Association and trusts in the ability of both organizations and those who have intervention experience to make the determination. He indicated the decision made by Council to be a fair an appropriate one.

XI. Executive Session:
None

XII. Adjournment:

Mr. Koach motioned to adjourn the meeting at 3:44 pm. The motion was seconded by Mr. Wilson and carried unanimously.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

Craig E. Weaver, Mayor

Date



Request for Town Council Action

TO: Mayor and Council Members

FROM: Rusty Lameo, Code Enforcement

SUBJECT: Island Beach Services (Beach Patrol)

DATE: 2/7/2017

BACKGROUND:

The Town has contracted with Island Beach Services to supply Patrol Services for the beach and its present contract has run its term, ending October 31, 2016.

ANALYSIS:

Due to the recent storms, the Town had been preoccupied with debris removal and needed additional time to create and send out the required bid packages for this contract. On November 1st 2016 Council approved extending the present contract by six months or such time as the bids are returned and approved. Bids were sent in accordance to the Town's Procurement Policy and returned on January 13, 2017. Island Beach Services was the sole bidder at a yearly cost of \$299,165.00.

ACTION REQUESTED:

Staff requests to extend the present contract with Island Beach Services (Beach Patrol) for a period of three (3) years with an option of two (2), one (1) years additional extensions.

BUDGET & FINANCIAL DATA:

A portion of the cost is funded through State ATAX (exact amount is still to be determined) with balance funded through Local ATAX

ATTACHMENT:

Contract

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

**AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND ISLAND BEACH SERVICES, LLC**

THIS AGREEMENT is made and entered into this 7th day of February, 2017, between the **TOWN OF KIAWAH ISLAND**, South Carolina (hereinafter "Town") and **ISLAND BEACH SERVICES, LLC** (hereinafter "Contractor");

WHEREAS, Town desires services of Contractor to provide a beach patrol for the safety and well-being of individuals using the Town's beach during the entire year, and;

WHEREAS, in accordance with the Municipal Code the Town has solicited proposals from commercial entities to provide beach patrol services, and;

WHEREAS, Contractor submitted a proposal to provide the beach patrol services required by the Town and was found to be the lowest qualified bidder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein Town and Contractor do hereby mutually agree as follows:

1. Objective:

Contractor shall furnish services to provide for the safety and well-being of Kiawah Island property owners and visitors and to respond to those individuals in need of assistance on the beach on Kiawah Island, South Carolina. Employees of Contractor shall provide this service. Generally, the Contractor shall:

- A. Render assistance to those in need;
- B. Call for assistance as necessary from the appropriate entities (e.g. Law Enforcement, Emergency Medical Services, Fire Department, Coast Guard, etc.);
- C. Monitor and report potentially dangerous and/or illegal activities to the appropriate authorities;
- D. Respond to inquiries for information from beachgoers;
- E. Act as Code enforcement officers and enforce all beach and local ordinances;
- F. Assist the Town with special projects, including but not limited to stocking and maintenance of mitt boxes, relocating trash boxes and signposts and assisting in litter pickups.

2. Schedule:

Contractor shall perform work daily in accordance with the following schedule:

October 1 through Thursday before Easter

One employee (one vehicle), full coverage of beach throughout the day.

Workday: 8:00 a.m. to 5:00 p.m.

Friday before Easter through May 15

Two employees (two vehicles), each making coverage of one-half of the beach. One vehicle will be operated by the supervisor of the day.

Workday: 8:00 a.m. to 6:00 p.m.

May 15 through Labor Day (Monday)

Two employees (two vehicles), each making coverage of one-half of the beach. A third employee (third vehicle) will be operated by the supervisor and will operate on the entire beach area.

Two additional employees (fourth and fifth vehicles) will be utilized during the peak summer season to enhance coverage and responses.

Shifts will be staggered and overlapping to ensure adequate coverage and response during the workday hours.

Workday: 7:00 a.m. to 8:00 p.m.

After Labor Day through September 30

Two employees (two vehicles), each making coverage of one-half of the beach. One vehicle will be operated by the supervisor of the day.

Work day: 8:00 a.m. to 6:00 p.m.

3. Agreement Amount:

The agreement amount is Two hundred ninety thousand one hundred sixty-five dollars (\$299,165.00) per annum. Contractor shall present an itemized invoice on or about the first of each month, beginning March 1, 2017. Town shall have fifteen days in which to pay invoice.

4. Scope of Work:

- A. The physical limits of the Work will be seaward of the OCRM 40 year setback line and between Captain Sam's Inlet cut in the west and the further most accessible location in the east and from the mean low-water mark one mile out into the Atlantic Ocean (hereinafter "Beach") and not to exclude calls for service in the other navigable waterways surrounding the Town.
- B. Contractor employees shall patrol the Beach by driving a Contractor owned and maintained all-terrain vehicle. The vehicles will be no larger than a compact pickup, outfitted to carry the necessary equipment and the ability to transport medical emergencies with the aid of a backboard via the bed of the vehicle. All vehicles shall be the same type (make if possible) and color with approved identifying decals (town seal and beach patrol in visible letters). Five vehicles are required during the peak summer season.
- C. Contractor employees shall have the ability to patrol and respond to water emergencies by operating a Contractor owned and maintained watercraft equipped with equipment for water rescue.
- D. The Town will supply Contractor employees with portable radios to allow the Town and the Contractor to stay in contact. The Contractor will assure the proper operation and maintenance of the portable radios while they are in the possession of his employees. The cost of damage to the radios due to abuse or misuse by the Contractor will be paid by the Contractor. The Contractor shall also supply a cell phone with a dedicated number for beach patrol.
- E. The Contractor shall provide safety, rescue, and medical equipment. The safety equipment must include, but is not limited to, rescue cans, first aid kits, whistles, and binoculars.
- F. An Automatic External Defibrillator (AED) will be supplied by the Town. The Contractor shall inspect the AED weekly for serviceability. In the event new batteries or new pads are required, the Contractor shall notify the Town.

- G. The Contractor employees shall bury dead marine life on the beach after following the established protocol for such burial, as directed by authorized Town personnel.
- H. Employees of the Contractor must know and comply with all beach management ordinances of the Town. Employees of the Contractor are responsible for informing beachgoers not observing Town beach ordinances of their responsibility to do so.
- I. The Contractor shall maintain a daily beach activity log and submit such information to the Town. Incident reports of significant events should be submitted to the Town within 24 hours of the event.
- J. The Contractor shall maintain the minimum requirements for open water beach patrol and lifeguard agencies in accordance with nationally accepted standards set forth by the United States Lifesaving Association (USLA).

5. Qualified Employees:

- A. Each employee shall possess and keep current the following:
 - USLA open water lifeguard certification
 - CPR/AED for the Healthcare Provider
 - First aid training according to USLA guidelines
 - Current South Carolina driver's license
 - All certifications must be obtained prior to independent assignment
 - Code enforcement class supplied by Town
 - Background check performed by contractor and submitted to Town
 - Employee records must be on file with the Town's Administrator
- B. Supervisors
 - A supervisor will be designated each day
 - Must meet all employee qualifications listed above
 - Shall ensure reports are submitted in a timely manner.
 - Will follow the above schedule for supervision of beach vehicles

6. Appearance:

- A. All employees shall wear matching uniforms, pre-approved by the Town
- B. Uniforms will include a shirt, short, and hat.
- C. Uniforms will be worn while on patrol, will be clearly identifiable as beach patrol and marked with Town seal.
- D. Jackets, pants, and other items may be worn as approved.
- E. All employees shall maintain a professional attitude and appearance.
- F. Clothing shall be neat and clean at all times.
- G. Employees shall possess the physical ability to complete all job elements and duties as required.

7. Liability and Insurance:

- A. The Contractor shall carry and maintain Workman's Compensation insurance in statutory amounts for his employees. Contractor must provide Town with certification of this coverage.

- B. Contractor shall carry a comprehensive general liability policy of at least one million dollars (\$1,000,000) per occurrence (combined single limit of liability) to cover operations, equipment and contractual liability. The policy shall name Town of Kiawah Island as an additional insured. Contractor must provide Town with copies of this policy.
- C. The Contractor shall maintain automobile insurance liability policies on all "Beach Patrol" vehicles with at least five hundred thousand/one million dollars (\$500,000/\$1,000,000) coverage. Contractor shall provide Town with copies of these policies.
- D. The Contractor shall defend, indemnify, and hold harmless the Town of Kiawah Island, its elected officials and employees from and against any and all actions, costs, claims, losses, expenses and/or damages arising out of performance of the work by the employees of Contractor.

8. Termination:

- A. This Agreement may be terminated without cause by either party with thirty-day (30) written notice. In such case, the Town shall pay the Contractor a pro-rata share of the monthly fee up to the date of termination.
- B. If the Contractor fails to abide by any terms in the Agreement, the Town has the duty to notify the Contractor in writing of such failure. If the Contractor then fails to correct the failure within forty-eight (48) hours of such notification, the Town, at its discretion, may terminate the Agreement.

9. Modification:

This agreement may not be modified except by written consent of both parties, such consent to be given by authorized representatives of both parties.

- 10. Effective Date:** This agreement shall be effective February 7, 2017.

WITNESSES:

TOWN OF KIAWAH ISLAND

By: Craig E. Weaver
Its: Mayor

ISLAND BEACH SERVICES, LLC

By: _____
Its: _____



Request for Town Council Action

TO: Mayor and Council Members

FROM: Rusty Lameo, Code Enforcement

SUBJECT: Tidal Trails, LLC Beach Franchise

DATE: 2/7/2017

BACKGROUND:

The Town has a franchise agreement with Tidal Trails, LLC to supply Beach Equipment and Water Sport lessons in cooperation with the Community Association at its Sandcastle location since 2005 and extended said contract every two years until its sale this December 31, 2016.

ANALYSIS:

New owners would appreciate the Town's consideration in renewing this franchise based upon a yearly franchise fee of \$100.00.

ACTION REQUESTED:

Staff requests to award this franchise or a period of three (3) years with an option of two (2), one (1) years additional extensions.

BUDGET & FINANCIAL DATA:

Franchise will pay the Town \$100.00 per year in addition to their yearly Business License.

ATTACHMENT:

Franchise Agreement

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
**FRANCHISE AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND WATERSPORTS UNLIMITED, LLC
dba TIDAL TRAILS**

AGREEMENT, entered into this 7th day of February, 2017, by and between the **TOWN OF KIAWAH ISLAND** (hereinafter the "Town") and **WATERSPORTS UNLIMITED, LLC dba TIDAL TRAILS** (hereinafter the "Franchisee").

WHEREAS, the Franchisee, which maintains a business address at 2737 Brian's Dairy Road, Johns Island, South Carolina, 29455, desires to enter into a non-exclusive franchise agreement with the Town for the purpose of conducting, within the below defined beach area, certain commercial activities, specifically, the leasing only of those items listed in Exhibit "A" of this agreement.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. TERM:

This agreement shall be for a three year term commencing on the 7th day of February 2017, and expiring on the 6th day of February 2020 with a option of two (2) one (1) year extensions. This Franchise Agreement may be terminated without cause by either party in whole or in part at any time with thirty (30) days written notice.

2. HOURS OF OPERATION:

The Franchisee may conduct commercial activities (as defined herein) within the beach area seven (7) days per week, between the hours of 7:00 AM and 8:00 PM.

3. AREAS OF OPERATION:

By this agreement, the Franchisee is hereby authorized to operate and conduct commercial

activities within the Town of Kiawah Island, provided the Franchisee's operations do not extend into the dunes, in the following area:

A. In front of the Sandcastle Community Center (Property Owners Pool)

4. CONDUCT OF OPERATION:

A. The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of citizens visiting the beach and also for the preservation and enhancement of the beach ecology by strict adherence to the Municipal Code of the Town of Kiawah Island, as amended. In that regard, such employees shall assist beach visitors to be aware of and adhere to Town Beach Ordinances.

B. Franchisee shall provide all employees with a distinctive uniform (shirts and pants) which identifies the employee with the Franchisee Uniforms must be worn at all times while on duty and must be clean and neat in appearance.

C. Franchisee and employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation.

D. Franchisee and employees shall instruct any potential customers regarding the safe use of any leased water sports equipment.

E. Franchisee and its employees shall provide its services in the following manner subject to the specified conditions:

(1) Attendants shall be located at those boardwalk accesses deemed appropriate by the Franchisee within the Franchisee's area of operation as defined in Paragraph 4 of this Agreement.

(2) Surf kayaks shall be stored neatly under or immediately adjacent to the

Sandcastle Community Center beach walkover when not in use.

Surfboards shall also be stacked neatly when not in use and must be removed from the beach at the end of each day.

- F. Franchisee and its employees shall strive to avoid interfering with the enjoyment of guests, visitors, property owners, or other persons of the public beach areas within the Town of Kiawah Island. At the request of the Town, Franchisee shall alter or amend its operations whenever the Town determines a substantial interference arises between the private enjoyment of persons on the beach and Franchisee's services.

5. FRANCHISE CONSIDERATION:

During the term of this agreement, including any renewal term, an annual franchise fee of \$100; payable on the anniversary date of the agreement and an annual business license fee shall be obtained.

6. INSURANCE:

Franchisee shall carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit. Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy, and the Franchisee shall deliver to the Town a copy of the policy and any endorsements thereto.

7. INDEMNIFICATION:

- A. Franchisee shall defend, indemnify and hold harmless the Town, its officers,

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

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

8. NO AGENCY CREATED:

The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between Tidal Trails and the Town of Kiawah Island, South Carolina, other than that which is expressly stated herein. The Town of Kiawah Island, South Carolina, is interested only in the results to be achieved through this grant of franchise. The conduct and control of the agents and employees of Tidal Trails, and the methods utilized by Tidal Trails, in fulfilling its obligations hereunder shall lie solely and exclusively with the

corporation and its agents, officers, and directors. Franchisee's employees shall not be considered agents or employees of the Town of Kiawah Island, South Carolina for any purpose. No person employed by Tidal Trails shall have any benefit, status or right of employment with the Town of Kiawah Island, South Carolina.

9. ASSIGNMENT:

Franchisee may assign or transfer its franchise to another entity or person subject to a sixty (60) day notification to the Town Administrator and upon approval in writing from the Town Council.

10. EFFECTIVE DATE: This agreement shall be effective February 7, 2017.

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

WITNESSES:

TOWN OF KIAWAH ISLAND

By: Craig E. Weaver
Its: Mayor

TIDAL TRAILS

By: Duane Lapp
Its: Owner

EXHIBIT "A" TO FRANCHISE AGREEMENT

The following is a list of products leased on the beach and in the ocean by the Franchisee.

Floats/Body Boards

Surfboards

Sea Kayaks, Sit-on-top Kayaks

The Franchisee shall take all appropriate and necessary steps to ensure that customers using the above referenced equipment shall utilize the same in a safe manner and at a safe location.

Town of Kiawah Island

2017 Schedule/Worksheet for Charitable Giving Applications

Tab	Organizations Name:	Prior Year Awards			2016	2017 Request	Ways and Means Recommended Amount
		2014	2015	2016			
1	American Red Cross					\$ 5,000	\$ 1,500
2	Backpack Buddies Seabrook Island		\$ 1,500	\$ 1,500		\$ 2,500	\$ 2,000
3	Barrier Island Free Medical Clinic, Inc	\$ 25,000	\$ 25,000	\$ 20,000		\$ 25,000	\$ 20,000
4	Begin with Books					\$ 5,000	\$ 2,000
5	Bridges for End-of-Life			\$ 2,500		\$ 1,789	\$ 1,000
6	Catesby Commemorative Trust, Inc.					\$ 10,000	\$ 2,000
7	Charleston Area Therapeutic Riding					\$ 7,076	-
8	Charleston Symphony Orchestra	\$ 40,000	\$ 40,000	\$ 30,000		\$ 30,000	\$ 15,000
9	Chucktown Squash Scholars					\$ 15,000	-
10	Engaging Creative Minds			\$ 10,000		\$ 15,000	\$ 5,000
11	Full Faith Ministries	\$ 5,000	\$ 5,000	\$ 7,500		\$ 7,000	\$ 6,000
12	Gibbes Museum of Art	\$ 20,000	\$ 20,000	\$ 20,000		\$ 20,000	\$ 12,000
13	Hebron Zion Prebyterian Church					\$ 3,000	-
14	Kiawah Womens Foundation		\$ 5,000	\$ 7,000		\$ 7,000	\$ 7,000
15	Lowcountry Food Bank	\$ 5,000	\$ 5,000	\$ 5,000		\$ 9,160	\$ 5,000
16	Operation Sight		\$ 4,000			\$ 4,000	\$ 4,000
17	Our Lady of Mercy Community Outreach Services, Inc.	\$ 20,000	\$ 20,000	\$ 20,000		\$ 20,000	\$ 20,000
18	Reading Partners					\$ 10,000	\$ 5,000
19	Scope 50					\$ 15,000	\$ 1,000
20	Sea Island Habitat for Humanity		\$ 12,000	\$ 12,000		\$ 15,000	\$ 12,000
21	Sea Islands Hunger Awareness Foundation			\$ 1,000		\$ 10,000	\$ 1,000
22	South Carolina Aquarium			\$ 5,000		\$ 25,000	\$ 8,000
23	Sweetgrass Garden Co-op		\$ 1,000	\$ 1,000		\$ 5,000	\$ 2,500
24	Teachers Supply Closet	\$ 5,000	\$ 7,500	\$ 10,000		\$ 11,500	\$ 9,000
	Total					\$ 278,025	\$ 141,000
	Total Budget					\$ 150,000	\$ 150,000
	Total Funds to be awarded						
	Amount in excess of Budget					\$ 128,025	\$ (9,000)

2017 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.*

Randy B. Gilmore, Chairman (2018)

10 Surfsong Road
Kiawah Island, SC 29455
Phone: 768-3511
Email: randygilmore@bellsouth.net

Ron Hacker, Vice Chair (2019)

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

Scott Parker (2019)

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 (2018)

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

Michael Clawson (2018)

51 Salt Cedar Lane
Kiawah Island, SC 29455
Phone: 768-5253
Email: mjc7845103@aol.com

Charles Larsen (2020)

10 Terrapin Island Road
Kiawah Island, SC 29455
Phone: 768-8754
Email: kiawahchas@aol.com

Joel Evans, Treasurer

Director, Charleston County Zoning and Planning
4045 Bridge View Drive
N. Charleston, SC 29405.
Phone: 202-7202
Email: JEvans@charlestoncounty.org

***member to be reappointed**

The Town of Kiawah Island

Board of Zoning Appeals Charter

Board of Zoning Appeals (BZA) meets as needed to: hear and decide zoning appeals of an alleged error; hear and decide applications for variances; and permit uses by special exception. Members of this group are appointed by the Mayor and Town Council and serve for three-year terms.

2016 ENVIRONMENTAL COMMITTEE

*Committee members are appointed by the Mayor and Town Council
to serve one year terms. All terms expire on January 31st.*

Diana Mezzanotte - Chairman

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

David Elliott

41 Wappoo Creek Place
Charleston, SC 29412
768-9966
davidmep@bellsouth.net

Jim Chitwood

49 River Marsh Lane
Kiawah Island, SC 29455
768-0838
jlchitwood04@yahoo.com

Marilyn Olson

4985 Green Dolphin Way
Kiawah Island, SC 29455
768-0223
molson558@yahoo.com

Robert Simmons

4126 Bulrush Lane
Kiawah Island, SC 29455
732-991-5329
flydoc717@gmail.com

Jim Sullivan

79 Blue Heron Pond Rd.
Kiawah Island
843-768-2605
sullivanjv@aol.com

Lynne Sager

582 Oyster Rake Road
Kiawah Island, SC 29455
843-768-4865
lynnesager@comcast.net

Jane Ellis

178 Marsh Island Drive
Kiawah Island, SC 29455
864-378-1004
jellis@presby.edu

Lynette Schroeder

50 Surfsong Road
Kiawah Island, SC 29455
203/358-9279
lyn.Schroeder@yahoo.com

Sandra Williams

18 Airy Hall
Kiawah Island, SC 29455
843-768-4752
sandrawilliams13@comcast.net

John W. Leffler

60 Sunlet Bend
Kiawah Island, SC 29455
843-768-9528
LefflerJ@comcast.net

John (Jack) Kotz

KINHC
31 Greensward Rd.
Kiawah Island, SC 29455

768-3239
johnkotz@me.com

Justin Core
KINHC
80 Kestrel Court
Kiawah Island, SC 29455
(843) 768 2029
justin@kiawahconservancy.org

Matt Hill
KICA Lakes Management
23 Beachwalker Drive
Kiawah Island, SC 29455
768-2315
matt.hill@kica.us

Amanda Mole
ARB
130 Gardeners Circle, Suite 123
Johns Island, SC 29455
768-3419
Amole@kiawah.com

Liz King
KIGR
1Sanctuary Drive
Kiawah Island, SC 29455
768-6001
liz_king@kiawahresort.com

Jim Jordan
TOKI
21 Beachwalker Dr.
Kiawah Island, SC 29455
768-9166
jjordan@kiawahisland.org

Aaron Given
TOKI
21 Beachwalker Dr.
Kiawah Island, SC 29455
768-9166
agiven@kiawahisland.org

2017 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, (2019)

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

Gale Messerman (2019)

56 River Marsh Lane
Kiawah Island, SC 29455
(843) 768-8900
Email: galemesserman@bellsouth.net

F. Daniel Prickett, (2020)

573 Whimbrel Road
Kiawah Island, SC 29455
(843) 768-0584
Email: prickettdan@gmail.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 (2018)

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

William (Bill) Dowdy (2021)*

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

***members to be reappointed**

**** New member to be appointed**

Robert (Brit) Stenson

142 Blue Heron Pond Road, Kiawah Island, SC 29455
britstenson@gmail.com | 843 768-4242 | 216 849-9774

Education

BACHELOR OF CITY PLANNING (BCP) 1973
UNIVERSITY OF VIRGINIA, SCHOOL OF ARCHITECTURE

Employment Experience

DIRECTOR OF DESIGN | IMG | 1991-2016

- Golf Course Design and Community Master Planning – Over 85 golf courses and golf course communities in the US, Canada, and Asia

DIRECTOR OF DESIGN | PGA TOUR | 1989-1991

- Design of TPC Courses and TPC Communities in Tampa, Las Vegas, Connecticut

DIRECTOR OF CONSTRUCTION | PGA TOUR | 1986-1989

- Construction of TPC Courses in Memphis, Charlotte, Dearborn, Miami

PROJECT MANAGER | PGA TOUR | 1984-1986

- TPC at Avenel, Potomac, MD

ASSOCIATE PLANNER | DEWBERRY and DAVIS | 1979-1984

- Community and Commercial Planning, Site Design, Landscape Architecture in Montgomery County, MD

ASSOCIATE PLANNER | ROSSER PAYNE and ASSOCIATES | 1974-1976

- County Wide Comprehensive Planning, Site Design, Zoning Applications in Warrenton, VA

ASSISTANT COUNTY PLANNER | FAUQUIER COUNTY, VA | 1973-1974

- Zoning Applications, Site Plan Review, BZA applications

Associations/Licensure

AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP) | 1981 (INACTIVE)

AMERICAN SOCIETY OF GOLF COURSE ARCHITECTS (ASGCA) | 2005

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS (ASLA) | 1983

REGISTERED LANDSCAPE ARCHITECT | MARYLAND | 1983 (INACTIVE)

REGISTERED LANDSCAPE ARCHITECT | SOUTH CAROLINA | 2007 (INACTIVE)

**Town of Kiawah Island
Planning Commission Rules of Procedure**

Article I - Organization

Section 1 Rules - These rules of procedure are adopted pursuant to S.C. Code § 6-29-360 for the Town of Kiawah Island Planning Commission

Section 2 Membership - The Commission is composed of 7 members appointed by Town Council, the Governing Body. Appointments are for four years duration, staggered in time so as to provide continuity.

Section 3 Officers - The officers of the Commission shall be a chairman and vice-chairman elected for one-year terms at the February meeting of the Commission in each calendar year. The Town Clerk will serve as the secretary for the Commission.

Section 4 Chairman - The chairman shall be a voting member of the Commission and shall:

- a) Call meetings of the Commission;
- b) Preside at meetings and hearings;
- c) Act as spokesperson for the Commission;
- d) Sign documents for the Commission;
- e) Transmit reports and recommendations to Council; and
- f) Perform other duties approved by the Commission.

Section 5 Vice-Chairman - The vice-chairman shall exercise the duties of the chairman in the absence, disability, or disqualification of the chairman. In the absence of the chairman and vice-chairman, an acting chairman shall be elected by the members present.

Section 6 Secretary The secretary shall:

- a) Provide the notice of meetings;
- b) Assist the chairman in preparation of agendas;
- c) Keep minutes of meetings and hearings;
- d) Maintain Commission records as public records;
- e) Attend to Commission correspondence;
- f) Perform other duties normally carried out by a secretary;
- g) Maintain a record of Commission members' attendance at meetings of the Commission; and
- h) Give or serve all notices required by statute or ordinances or by these Rules and Procedures or as directed by the Commission.

Section 7 Staff - Charleston County Planning Department staff shall:

- a) Provide technical assistance to the Commission, where necessary, to conduct the business and fulfill the responsibilities of the Commission.
- b) Prepare analyses and recommendations for zoning, conditional use, and subdivision applications and other matters of business for consideration of the Commission.
- c) Provide members of the Commission with copies and updates of regulations, ordinances, rules, plans, and policies which govern or should be considered in the performance of their duties.
- d) Provide members of the Commission with publications and notices of seminars, presentations, and instructions on matters which may expand members' knowledge

and understanding in areas that would promote the mission of the Planning Commission.

- e) Provide members of the Commission with copies of applications with support information, plats and maps, and staff analyses and recommendations.
 - 1. Regular meeting information is to be mailed to each member of the Commission five (5) days prior to the scheduled Commission meeting.
 - 2. Special meeting information shall be presented to each member of the Commission for review at least twenty-four (24) hours prior to the scheduled Commission meeting.
- f) Mail notices to applicants on all zoning and Comprehensive Plan amendments and subdivision applications including a copy of staff's analyses and recommendations. This notice shall be mailed at least five (5) days prior to the scheduled Commission meeting. Notices and reports may also be picked up by applicants at the Planning Department office and, in these cases, would not be required to be mailed.
- g) Mail notices to property owners within 400 feet of subject property on all zoning change applications.

Article II - Meetings

Section 1 Time and Place -

- a) An annual schedule of regular meetings shall be adopted, published and posted at the designated Town office in December of each year.
- b) The Planning Commission will meet regularly on the first Wednesday, following the regular Town Council Meeting of each month at the Town of Kiawah Island Municipal Center, 21 Beachwalker Drive, at 3:00 PM in the Council Chambers.
- c) Special meetings may be called by the chairman upon 24 hours notice, posted, and delivered to all members and local news media. Meetings shall be held at the place stated in the notices, and shall be open to the public.

Section 2 Agenda - The chairman shall set the agenda for all meetings of the Commission. A written agenda shall be furnished by the secretary to each member of the Commission and the news media, and shall be posted at least five (5) days prior to each regular meeting, and at least twenty-four (24) hours prior to a special meeting. Items may be added to the agenda at a meeting.

Section 3 Quorum - A majority of the members of the Commission shall constitute a quorum. A quorum shall be present before any business is conducted other than rescheduling the meeting, except for workshops where business and studies may be conducted without a quorum.

Section 4 Rules of Order - Robert's Rules of Order, the most current edition thereof, shall govern the conduct of meetings except as otherwise provided by these Rules of Procedure.

Section 5 Voting - A member must be present to vote. Each member shall vote on every question unless disqualified by law. The question of disqualification shall be decided by the member affected, who shall announce the reason of disqualification and refrain from deliberating or voting on the question. On a tie vote the motion is lost, and in the case of a subdivision or zoning matter, the application is disapproved.

Section 6 Conduct - Except for public hearings, no person shall speak at a Commission meeting unless invited to do so by the Commission chairman.

Article III - Public Hearings

Section 1 Notice - The secretary shall give the notice required by statute or ordinance for all public hearings conducted by the Commission. Members of the public desiring to be heard shall give written notice to the secretary prior to commencement of the hearing.

Section 2 Procedure - In matters brought before the Commission for public hearing which were initiated by an applicant, the applicant, his agent or attorney shall be heard first, members of the public next, and staff next. The applicant shall have the right to reply last. No person may speak for more than five (5) minutes without consent of the Commission chairman. No person speaking at a public hearing shall be subject to cross-examination. All questions shall be posed by members of the Commission. In matters not initiated by an applicant, members of the public shall speak in the order in which requests were received, or in such order as the Commission chairman shall determine.

Article IV - Records

Section 1 Minutes - The secretary shall record all meetings and hearings of the Commission. Recordings shall be preserved for a period of two years according to the South Carolina General Records Retention Schedules for Municipal Records; Sub article 4, Section 12-604.1. The secretary shall prepare minutes of each meeting for approval by the Commission at the next regular meeting. Minutes shall be maintained as public records.

Section 2 Reports - The secretary shall assist in the preparation and forwarding of all reports and recommendations of the Commission in appropriate form. Copies of all notices, correspondence, reports and forms shall be maintained as public records.

Section 3 Attendance - Commissioners are expected to attend each meeting. Should a commissioner be unable to attend, the secretary shall be notified.

Article V - Review Procedure

Section 1 Zoning Amendments - Per adopted ordinance.

Section 2 Plats - Per adopted ordinance.

Section 3 Comprehensive Plan - Per adopted ordinance.

Section 4 Reconsideration - The Commission may reconsider any review when so requested by the governing body, or when an applicant brings to the attention of the Commission new facts, a mistake of fact in the original review, correction of clerical error, or matters not the fault of the applicant which affect the results of the review.

Article VI - Finances

Section 1 Budget - The Commission shall submit written recommendations to the governing body for funding in the annual budget. The recommendations shall include, when applicable, an explanation and justification for proposed expenditures.

Section 2 Expenditures - Budgeted funds shall be expended only for approved purposes in accordance with financial policies and procedures set by the governing body, including procurement rules. Upon adoption of a budget by the governing body, the Commission may adopt an authorization for specified expenditures.
Reimbursement for actual expenses incurred in the performance of official duties approved in advance by the Commission shall be made to members of the Commission and staff upon submission of vouchers supported by receipts.

Article VII - Adoption and Amendment

Section 1 Amendment - These rules may be amended at any regular meeting of the Commission by majority vote of the members of the Commission at least seven (7) days after the written amendment is delivered to all members.

Section 2 Adoption - These rules were adopted by a vote of a majority of the members of the Commission at a regular public meeting on February 8, 2017.

Fred M. Peterson, Chairman
Kiawah Island Planning Commission

Attest:

Petra S. Reynolds, Town Clerk

Date

2017 Public Safety Committee

Members are appointed by the Mayor and Town Council and serve for one year terms. A member of Town Council shall serve as Committee Chairman. Terms expire January 31st.

Chris Widuch, Chairman

325 Geln Eagle Drive
Kiawah Island, SC 29455
843-768-9576
cwiduch@kiawahisland.org

Bill Thomae

112 Governors Drive
Kiawah Island, SC 29455
843-576-4083
william.thomae@yahoo.com

Joe Pezzullo

539 Oyster Rake
Kiawah Island, SC 29455
843-768-4313
eglejo1@comcast.net

Julie Beier

Northwood Retail
Kiawah Island, SC 29455
(843) 768-6491
jbeier@northwoodretail.com

Jack Regan

405 Snowy Egret Lane
Kiawah Island, SC 29455
843-768-1948
jackregan@bellsouth.net

Maryanne S. Connelly*

4927 Green Dolphin Way
Kiawah Island, SC 29455
973-610-4889
Fanwood1@gmail.com

Yvonne Johnstone

Kiawah Island Golf Resort
Kiawah Island, SC 29455
864-480-2509
yvonne_johnstone@kiawahresort.com

***proposed new member**

Maryanne S Connelly

4927 Green Dolphin Way 973-610-4889

Fanwood1@gmail.com

Objective

To contribute to the Town of Kiawah through active participation in its Boards, Committees and Kiawah Council

- Education
- College of St Elizabeth: BS Nutrition
- Cornell Medical Center: Professional Registration Nutrition
- Fairleigh Dickinson University: MBA
- St Peter's University: MA Education

Experience:

Community Experience:

- US Congressional Candidate: District 7 NJ: Earned 49% of vote.
- Mayor: Borough of Fanwood: 4 years.
- Police Commissioner: 9 years.
- Council President: 6 years.
- Planning Board: 4 years.

AT&T Human Resources:

- Development and implementation of Human Resources policy company wide.
- HR Management of various business units including: International, Business Services, Consumer Products, Corporate Strategy.

Archdiocese of Newark:

Memorial Sales Counselor:

- Achieved \$1 mil in sales each year.
- Accomplished all goals and objectives.
- Developed relationships with parish churches in the Archdiocese.

Shepherd High School:

- Special Education Teacher.
- Teacher of High School students with behavioral problems, Asperger's Syndrome, Autism.
- Taught American History, American Government, English.

The Honorable Craig Weaver
Mayor: Town of Kiawah

January 10, 2017

Mayor Weaver,

Please accept my application for a position on the Public Safety Committee. I have had extensive experience and interest in promoting Public Safety issues for the community. Following is an expansion of the resume information:

Police Commissioner Borough of Fanwood: 9 years

- Over saw the services of the Police Department, Fire Department and Rescue Squads for the Borough of Fanwood
- Developed a strong relationship with the Police Chief who was recognized statewide as the President of the Traffic Officers Association and Police Chiefs' Organization. The Police Chief also designed a training program that is used in the Police Academy Union County NJ. This is important because it helped me to expand my knowledge in Public Safety working with this highly regarded Police Chief
- Implemented new safety standards for the community
- Oversaw the Police Department results to assure that the laws were implemented in a nonbiased way
- Worked with the town Prosecutor and the Public Defender as well as the Municipal Judge and Clerk to assure the Court was working smoothly and fairly.
- Participated in Labor negotiations and hiring and training of police officers
- Represented the Public Safety Committee on the Borough Council

I look forward to discussing my experience and interest with the Public Safety Committee.
Thank you.

Best Regards,


Maryanne S. Connelly

Town of Kiawah Island
Public Safety Committee
Charter

- I. The mission of the Public Safety Committee is to assist the Town in meeting its state-mandated responsibilities to its citizens with regard to maintaining peace and order, and law enforcement, as set forth in Title 5 of the State of South Carolina Code of Laws and to initiate and consider proposals and methods to upgrade and improve public safety on the Island.
- II. A member of Town Council shall have oversight responsibility for public safety 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 Safety 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. Coordinate Town public safety and security activities with all other island security services.
 - B. Serve as liaison with the St. Johns Fire District, Charleston County Emergency Medical Services, and the Charleston County Sheriff's Office Supervisor of the Town's contracted CCSO deputies.
 - C. Monitor the performance and activities of the Towns contract beach patrol service.
 - D. Monitor the Code Enforcement activities of the Town for all areas within its jurisdiction.
 - E. Devise a long-term island security plan.
 - F. Ensure that in the event of natural disaster, appropriate plans are in force to accommodate evacuation, emergency law enforcement and any other services required to ensure the personal safety of all citizens, property owners, and visitors to Kiawah Island, and to secure all properties within the boundaries of the jurisdiction of the Town.
 - G. At the will and direction of Town Council, engage in any activities, investigations, analyses, etc. relating to public welfare and safety.
 - H. Make recommendations to Town Council on ways to improve the quality of public safety 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.

2017

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
3690 Bohicket Rd
Johns Island, SC 29455
pamh@pamharringtonexclusives.com
Phone 768-0273
Fax 768-7311

Judy Chitwood

49 River Marsh Lane
Kiawah Island, SC 29455
j_e_chitwood@yahoo.com
Phone 768-0838

Robbie Crawford

General Manager
Kiawah Island Club
345 Freshfields Drive
Johns Island, SC 29455
Phone 768-5712
RCrawford@Kiawah.com

William Pittman

Andell Inn
300 Farm Lake View Road
Kiawah Island, SC 29455
793-6050
william.pittman@marriott.com

All members to be reappointed

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.

TOWN OF KIAWAH ISLAND
Arts and Cultural Events Committee Charter
AMENDED

1. The "Arts and Cultural Events Council (ACEC) for the Town of Kiawah Island" (hereinafter, the "ACEC") shall be a standing committee of the Town Council and shall advise the Town on matters relating to the planning, development, organization and implementation of activities relating to the visual and performing arts.
2. The ACEC shall ~~work to enhance community, visitor and tourist appreciation and involvement in the visual and performing arts within the Town of Kiawah Island and its environs by providing a diversity of planned and budgeted programming, services, support and cultural education for all the members of the Kiawah community. ACEC strives to ensure that Kiawah is not only recognized for its natural beauty, beach, wildlife, golf and tennis but also as an arts and culturally minded community.~~ **strive to ensure that Kiawah is recognized as an arts and culturally minded community**
3. A member of Town Council shall have oversight responsibility and serve as Committee ~~Chairman~~ Chairperson. The remaining membership shall be comprised of at least five (5) but not more than nine (9) **Kiawah Island property owners** appointed by the Mayor with consent of the Town Council. Such appointees shall be volunteers who profess interest in the activities of the ACEC. Member terms ~~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.
 - a. The Town Council may appoint up to three (3) advisory members **(non voting)** to the ACEC to assist and support the Committee.
4. **The ACEC is a "working" committee tasked with:**
 - a. **Sourcing concerts and cultural arts events**
 - b. **Assisting in the development and distribution of promotional materials**
 - c. **Preparing production plans and managing logistics of performance**
 - d. **Assisting at events**
 - e. **Evaluating the event results**
5. **Preferred skill set should include:**
 - a. **Cultural arts background and expertise**
 - b. **Excellent planning and organizational capabilities**
 - c. **Knowledge of performing arts and performing arts groups**
 - d. **Ability to work in harmony with performing arts groups and other Arts Council members.**
6. ~~In the discharge of its duties, The ACEC shall:~~
 - a. ~~Develop long range plans and annual budgets annually for review/approval by the Ways and Means Committee and final approval of Town Council.~~
 - b. ~~Work to enhance community, visitor and tourist appreciation of arts and cultural events and involvement within the Town and environments~~ **environs by providing a diversity of programming.**
 - c. ~~Work to enhance visitor and tourist appreciation and involvement within the Town and environments.~~
 - d. ~~Publish an annual report detailing activities, expenditures and impact to the tourist trade on Kiawah for applicable events; summarizing fiscal year events and~~

accomplishments.

- e. Developing relationships with local, state, regional and national arts organizations.
- f. Developing relationships with schools, businesses and other organizations supporting the arts.

7. The funding sources for The ACEC will be derived from:

- a. General Fund - the primary source of funding for resident related events.
- b. Local, County and Hospitality Tax Funds - will be the primary source of funding for tourist and visitor related events.
- c. Funding levels will be determined through the budget process.

8. The ACEC will utilize a variety of methods, including advertisement in a general publication newspaper ~~of general publication~~ to attract and solicit interest from local and national talent for events. A schedule of events for both residents and tourists/visitors will be submitted to Town Council during the budgeting process timetable.

Application Process

Applications to the ACEC for tourism and visitor related activities will be published on the Town website at www.kiawahisland.org. The ACEC will review the applications, select, and schedule within the budget that will be presented final program details and costs to the Ways & Means Committee and then to Town Council for final approval. The requesting organization will be notified in writing of the Council's decision by the Town Treasurer.

9. Contracting

Each funded event shall be bound by a Town of Kiawah Island Special Events contract.

Payment Terms

~~Payment will be made directly to the requesting organizations in the form of check consistent with contract terms. Payment in full shall not be made until after the performances. Payments will not be sent to third parties or individuals.~~

Payment will be made directly to the requesting organization in the form of a check, per contract terms agreed upon between the town and performer and/or performer's agent. Normally, these payments are presented on the performance day, but prepayments may be made if negotiated during the contract. Prepayments will be not more than 50% of the contracted amount.

TOWN OF KIAWAH ISLAND ARTS AND CULTURAL EVENTS COMMITTEE CHARTER

1. The Arts and Cultural Events Council (ACEC) for the Town of Kiawah Island shall be a standing committee of the Town Council and shall advise the Town on matters relating to the planning, development, organization and implementation of activities relating to the visual and performing arts.
2. The ACEC shall strive to ensure that Kiawah is recognized as an arts and culturally minded community.
3. A member of Town Council shall have oversight responsibility and serve as Committee Chairperson. The remaining membership shall be comprised of at least five (5) but not more than nine (9) Kiawah Island property owners appointed by the Mayor with consent of the Town Council. Member terms 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
 - a. The Town Council may appoint up to three (3) advisory members (non voting) to the ACEC to assist and support the Committee.
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 - c. Preparing production plans and managing logistics of performance
 - d. Assisting at events
 - e. Evaluating the event results
5. Preferred skill set should include:
 - a. Cultural arts background and expertise
 - b. Excellent planning and organizational capabilities
 - c. Knowledge of performing arts and performing arts groups
 - d. Ability to work in harmony with performing arts groups and other Arts Council members.
6. The ACEC shall:
 - a. Develop annual budgets for review/ approval by the Ways and Means Committee and final approval of Town Council.
 - b. Work to enhance community, visitor and tourist appreciation of arts and cultural events within the Town and environs by providing a diversity of programming.
 - c. Publish an annual report summarizing fiscal-year events and accomplishments.
 - d. Develop relationships with local, state, regional and national arts organizations.
 - e. Develop relationships with schools, businesses and other organizations supporting the arts.
7. The funding sources for the ACEC will be derived from:
 - a. General Funds – the primary source of funding for the resident related events.

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 - c. Funding levels will be determined through the budget process
8. The ACEC will utilize a variety of methods, including advertisement in a general publication newspaper to attract and solicit interest from local and national talent for events. A schedule of events for both residents and tourists/visitors will be submitted to Town Council during the budgeting process timetable.

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The Town of Kiawah Island

Environmental Committee Charter

- I. The Town Council established the Kiawah Island Environmental Committee on January 14, 2003. Its function is to proactively ~~manage and advise on~~ deal with a broad array of environmental issues including those of the Wildlife Committee, which it replaced.
- II. The committee shall be constituted with not less than six nor more than eighteen members. A member of the Town Council with oversight responsibility for environmental concerns shall serve as the ~~C~~committee chairman. Other members shall include permanent residents and representatives from Kiawah Island organizations with ~~interests in similar~~ environmental ~~issues~~ interests.
- III. The members shall be approved by the Mayor and Town Council.
- IV. Terms for the ~~C~~committee members shall be for one year and expire annually on January 31. The Mayor and Town Council may reappoint ~~C~~committee members for successive terms as approved.
- V. The ~~C~~committee will perform the following functions:
 - a. Study and report on environmental issues, as may be referred by town staff, Town Council, or self generated.
 - b. Serve as an advocate for the protection ~~and control~~ of island wildlife ~~and their habitat, including, but not limited to;~~ birds, fish, reptiles, amphibians, plants, trees and invertebrates, and insects. ~~Mediate issues between people and these species.~~
 - c. Provide and/or support ~~educational programs aiming to increase~~ public awareness ~~of Kiawah's natural environment and wildlife, and education of the environmentally sensitive use of parks, nature trails, and waterways, interact with off island environmental agencies and groups; and field on island complaints.~~
 - d. Support ~~efforts to maintain~~ a healthy island ecosystem, including beach, ponds, marsh, ~~dunes~~, and maritime forest.
 - e. ~~Support efforts to control invasive species on Kiawah Island. Monitor turtle nesting, shorebird nesting and the population and health of these and other species e.g. deer, bobcat, fox, raccoon, and alligators. Monitor stranding of dolphins and whales.~~
 - f. Support ocean, river, and pond water quality monitoring ~~efforts and control.~~
 - g. Make recommendations to Town Council on ways to improve the quality of environmental services, the cost effectiveness of such services and whether contractors or town staff should perform such services.
 - g-h. ~~Request, review, and selectively approve applications for~~

funding of natural resource and environmental initiatives. Approved initiatives will be presented to Town Council for funding approval.

- VI. The Environmental Committee shall coordinate its efforts, as appropriate, with the activities of the County, State and Federal Agencies and with the other organizations, sharing a similar purpose.
- VII. The Environmental Committee may solicit the assistance of the others to assist Committee members in carrying out the committee activities.
- VIII. 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.
- IX. 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 shall prepare will develop a budget request covering committee activities for review/approval by the Ways and Means Committee and final approval of the submittal to Town Council for approval and inclusion in the overall Town budget. The Committee Chairman shall report to Town Council at regularly scheduled Town Council meeting.

The Town of Kiawah Island

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- III. The members shall be approved by the Mayor and Town Council.
- IV. Terms for the Committee members shall be for one year and expire annually on January 31. The Mayor and Town Council may reappoint Committee members for successive terms as approved.
- V. The Committee will perform the following functions:
 - a. Study and report on environmental issues, as may be referred by Town staff, Town Council, or self generated.
 - b. Serve as an advocate for the protection of island wildlife and their habitat, including, but not limited to: birds, fish, reptiles, amphibians, plants, trees, and invertebrates.
 - c. Provide and/or support educational programs aiming to increase public awareness of Kiawah's natural environment and wildlife.
 - d. Support efforts to maintain a healthy island ecosystem, including beach, ponds, marsh, dunes, and maritime forest.
 - e. Support efforts to control invasive species on Kiawah Island.
 - f. Support ocean, river, and pond water quality monitoring efforts.
 - g. Make recommendations to Town Council on ways to improve the quality of environmental services, the cost effectiveness of such services and whether contractors or town staff should perform such services.
 - h. Request, review and selectively approve applications for funding of natural resource and environmental initiatives. Approved initiatives will be presented to Town Council for funding approval.
- VI. The Environmental Committee shall coordinate its efforts, as appropriate, with the activities of County, State and Federal Agencies and with other organizations sharing a similar purpose.

- VII.** The Environmental Committee may solicit the assistance of others to assist committee members in carrying out the committee activities.
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Budget Calendar FY 2017 - 2018

26-Jan-17	FY17/18 Budget Kick-off Discussion
6-Feb-17	Departmental Budget Packages Distributed
13-Feb-17	Department Budget due to Town Manager for Initial Review
20-Feb-17	Budgets Due to Finance Department for Budget Integration
28-Feb-17	Preliminary Budget Discussion at Ways & Means Committee Meeting
13-Apr-17	State ATAX Committee Meets & Makes Recommendation (<i>tentative date</i>)
25-Apr-17	Submit Budget at Ways & Means Committee Meeting
2-May-17	Public Hearing & First Reading Budget Town Council
6-Jun-17	Second and Final Reading of Budget

