



Town of *Kiawah Island*

Mayor

John. D. Labriola

Council Members

F. Daniel Prickett

Vacant

John Moffitt

Vacant

Town Administrator

Stephanie Monroe Tillerson

TOWN COUNCIL MEETING

Municipal Center Council Chambers

November 1, 2022; 2:00 PM

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Roll Call:
- IV. Approval of Minutes:
 - A. Minutes of the Town Council Meeting of October 4, 2022 [Tab 1]
- V. Mayor's Update:
- VI. Citizens' Comments (Agenda Items Only):
- VII. Presentation:
 - A. Fiscal Year 2021/2022 Audit Presentation – Mauldin Jenkins [Tab 2]
 - B. Kiawah Island Parkway Traffic Update – John Taylor, Jr. [Tab 3]
- VIII. Old Business:
 - A. To Consider Approval of **Ordinance 2022-06** - An Ordinance To Amend the Town Of Kiawah Island Municipal Code Chapter 12. – Land Use Planning And Zoning, Article II. – Zoning, Division 2. - Zoning Map/Districts, Section 12-64. – Setbacks. – **Second and Final Reading** [Tab 4]
 - B. To Consider Approval of **Ordinance 2022-07** - An Ordinance To Amend the Town Of Kiawah Island Municipal Code to amend Chapter 8. – Noise Prohibited, Section 15-804. - Decibel Level Prohibitions– **Second and Final Reading** [Tab 5]
- IX. Consent:
 - A. To Consider Approval of the Contract Agreement for Municipal Legal Services [Tab 6]
 - B. To Consider for Approval of Contract with Placer [Tab 7]
- X. New Business:
 - A. To Consider Approval of the Fourth Amendment to the 2013 Amended and Restated Development Agreement To Amend the Term of the Agreement [Tab 8]
 - B. To Consider Approval of the Recommendation to the Charleston County Council to Re-Appoint Robert Wright as a St. Johns Fire District Fire Commissioner [Tab 9]
 - C. To Consider Approval of the Employee Medical Insurance Premium Structure [Tab 10]
- XI. Town Administrator's Report:
- XII. Council Member:
 - a. Committee Updates
 - b. General Comments
- XIII. Citizens' Comments:
- XIV. Adjournment:



TAB 1

TOWN COUNCIL

Agenda Item

TOWN COUNCIL MEETING
Municipal Center Council Chambers
October 4, 2022; 2:00 PM

Minutes

- I. **Call to Order:** *Mayor Labriola called the meeting to order at 2:00 pm.*
- II. **Pledge of Allegiance**
- III. **Roll Call:**

Present at Meeting: John D. Labriola, *Mayor*
Dan Prickett, *Mayor Pro Tem*
John Moffitt, *Councilmember*

Also Present: Stephanie Tillerson, *Town Administrator*
Joe Wilson, *Town Attorney*
Jim Jordan, *Wildlife Biologist*
Brian Gottshalk, *Public Work Manager*
John Taylor, Jr. *Planning Manager*
Bruce Spicher, *Building Official*
Tony Elder, *Kiawah Island Community Association*

IV. Approval of Minutes:

- A.** Minutes of the Special Call Town Council Meeting of September 6, 2022

Mayor Pro Tem Prickett made a motion to approve the Special Call Town Council meeting minutes of September 6, 2022. Councilmember Moffitt seconded the motion, and it was unanimously approved.

- B.** Minutes of the Town Council Meeting of September 6, 2022

Mayor Pro Tem Prickett made a motion to approve the Town Council meeting minutes of September 6, 2022. Councilmember Moffitt seconded the motion, and it was unanimously approved.

V. Mayor's Update:

Mayor Labriola stated that everyone's thoughts and prayers were with those affected by the devastating storms last week. It showed the power of nature, the vulnerability of things built, and how quickly things can be drastically changed.

Mayor Labriola commented on the marvelous job done by Ms. Tillerson's and Mr. Elder's staff in preparing the community for the impending storm.

Mr. Jordan reviewed the conditions experienced during the storm from the tide and weather stations. He noted that the island was fortunate the storm went further north and did not see the high tides and flooding expected during the early storm tracking.

Mr. Gottshalk stated that his preparations for the storm included securing the Municipal Center buildings, notifying the debris management and removal trashcans from the beach with the help of Beach Patrol, and communicating with the other beach stakeholders to ensure that they also removed any equipment from the beach.

After the storm passed, he road through the island to assess the beach, noting only a few trees uprooted and minor debris on the beach. Allowing time for homeowners to remove any debris, Carolina Waste was notified that the regular yard debris pickup would be more than normal.

Mr. Spicher stated that the damage assessment team was put on alert while monitoring the storm's track. Following its passing, the team traveled the island performing a windshield inspection looking for any damage, noting very few downed trees and minor debris on the roadways.

Mr. Elder stated that the island was blessed that the storm hit further to the north. Prior to the storm, he noted that all the preparations by the Town, County, and all the entities were textbook. The ponds were significantly dropped in anticipation of the high tides, flooding from heavy rainfall, and storm surge. Pumps were also placed in areas and leisure trails prone to flooding. Following the storm, within the first day, 50 to 70 percent of the cleanup had been completed and was now at 90 percent, including the leisure trails.

VI. Citizens' Comments (Agenda Items Only):
None

VII. Proclamation:

A. Proclamation Recognizing October 2022 Community Planning Month

Mr. Taylor stated that the American Planning Association recognizes every October as Community Planning Month. With the Town commencing work in its Comprehensive Plan, he felt it appropriate to recognize the month with a formal proclamation.

VIII. Old Business:

None

IX. Consent:

A. To Consider Approval of the State ATAX Funding Amounts

Town of Kiawah Island SATAX Funding Recommendations September FY 2022-2023						
Tab #	Project	Applicant Sponsor	2022/2023 Funded Amount	September 2022/2023 Application Request	SATAX Committee Funding Recommendation	Ways and Means Committee Funding Recommendation
4	Destination Marketing & Video Production	Andell Inn	\$ 89,664	\$ 30,000	\$ 30,000	\$ 30,000
5	Andell Inn Influencer Marketing Campaign	Andell Inn	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
6	Kiawah Island Marketing	Kiawah Island Golf Resort	\$ 475,000	\$ 150,000	\$ 141,667	\$ 150,000
7	Experiencing the History of Kiawah Island	Eleanor Riesenber		\$ 115,000	\$ 8,333	\$ -
8	Sea Islands Shorebird Festival	Town of Kiawah Island		\$ 20,500	\$ 10,667	\$ 20,500
	Kiawah Lifeguard Training Equipment	Charleston County Life Association	\$ 14,000			
	Taverns Promotion	Swiftdale Village	\$ 30,000			
	Tourism Marketing & Advertising	Swiftdale Village	\$ 50,000			
	Beach Patrol Services	Town of Kiawah Island	\$ 400,000			
	Charleston County Sheriff's Deputies	Town of Kiawah Island	\$ 200,000			
		Totals for Year Ending	\$ 1,259,664	\$ 345,500	\$ 220,667	\$ 230,500

B. To Consider Approval of the contract with Lou Hammond Group

Mayor Pro Tem Prickett made a motion to approve consent items A and B. Councilmember Moffitt seconded the motion.

Mayor Pro Tem Prickett indicated that on the State ATAX Funding Amounts, the Ways and Means Committee recommended that the Golf Resort, Andell Inn, and the Sea Islands Shorebird Festival be fully funded. The request for Experiencing the History of Kiawah Island not be funded. The Committee

supported the effort but felt it inappropriate for SATAX funding. The total recommended funding amount of \$230,500.00.

Following the discussion, the motion was unanimously approved.

X. New Business:

- A.** To Consider Approval of **Ordinance 2022-06** - An Ordinance To Amend the Town Of Kiawah Island Municipal Code Chapter 12. – Land Use Planning And Zoning, Article II. – Zoning, Division 2. - Zoning Map/Districts, Section 12-64. – Setbacks. – ***First Reading and Public Hearing***

Mr. Taylor indicated that the Town had experienced an increase in the request for generators on the island resulting in additional variance requests based on the location and siting of the generators.

On existing homes, generator stand installation often encroaches into the required side or rear setbacks, necessitating a variance by the Board of Zoning Appeals.

Mr. Taylor stated the text amendment request came as a staff recommendation for administrative relief allowing the Planning Director to make determinations for minimal setback encroachments into a rear or side setback if certain conditions are met. The text amendment was heard by the Planning Commission at the September meeting and was unanimously recommended for approval.

Mr. Taylor presented and reviewed examples of three variance requests for generator stand installations that encroach into a side or rear setback heard by the Board of Zoning Appeals in July 2022. These variance requests were all approved or approved with conditions.

Mr. Taylor reviewed the conditions allowing administrative approval stating the generators would have to meet the requirements of the Kiawah Island Architecture Review Board. Most are encapsulated to help with the sound admitted, adequately screened with vegetation, and obtain the required permits for installation.

Councilmember Moffitt made a motion to open the Public Hearing for Ordinance 2022-06. Mayor Pro Tem Prickett seconded the motion, and it was unanimously approved.

No public comments were made.

Mayor Pro Tem Prickett made a motion to close the Public Hearing for Ordinance 2022-06. Councilmember Moffitt seconded the motion, and it was unanimously approved.

Councilmember Moffitt made a motion to approve the first reading of Ordinance 2022-06 to amend the Town Of Kiawah Island Municipal Code Chapter 12. – Land Use Planning And Zoning, Article II. – Zoning, Division 2. - Zoning Map/Districts, Section 12-64. – Setbacks. Mayor Pro Tem Prickett seconded the motion, and it was unanimously approved.

- B.** To Consider Approval of **Ordinance 2022-07** - An Ordinance To Amend the Town Of Kiawah Island Municipal Code to amend Chapter 8. – Noise Prohibited, Section 15-804. - Decibel Level Prohibitions – ***First Reading***

Mr. Taylor stated that during the discussion of the amendment allowing the administrative approval of generator installations, it was noted that the noise ordinance required an amendment to incorporate generators. Therefore, the staff recommendation is that generators be exempt from the noise ordinance.

Councilmember Moffitt made a motion to approve the first reading of Ordinance 2022-07 to amend the Town Of Kiawah Island Municipal Code to amend Chapter 8. – Noise Prohibited, Section 15-804. - Decibel Level Prohibitions. Mayor Pro Tem Prickett seconded the motion.

Councilmember Moffitt stated that the inclusion of generators under the exemptions is not subject to the decibel limitations. Not included in the ordinance was a definition of what kind of generators are covered and if there was a need to differentiate the permanently installed home generator from the portable/temporary generator. Staff was asked to research the question for the second reading.

Following the discussion, the motion was unanimously approved.

C. To Consider Approval of *Resolution 2022-03* - To adopt International Building Codes

Mr. Spicher stated that Building Codes are adopted in three-year cycles. The new code cycle begins January 1, 2023, when the 2021 series of building codes will become effective. Therefore, for the Town to remain in state compliance with the code adoption cycle, the approval of Resolution 2022-03 will formally adopt the 2021 Building Code series, the 2020 National Electric Code, and the 2009 International Energy Code.

Mayor Pro Tem Prickett made a motion to approve Resolution 2022-03 to adopt the International Building Codes. Councilmember Moffitt seconded the motion, and it was unanimously approved.

D. To Consider Approval of *Ordinance 2022-08* - To Amend the Town of Kiawah Island Municipal Code Article 9. – Buildings and Building Codes, Chapter 3. – Building and Technical Codes – *First Reading*

Mr. Spicher stated that along with the Kiawah Island green initiative, he proposes adopting two new codes: the 2021 International Energy Code Provisions and the 2021 International Green Construction Code in the current code cycle. Adopting the codes would afford staff, designers, and contractors a better understanding of the requirements when implementing green construction in their designs and construction methodologies.

Councilmember Moffitt made a motion to approve the first reading of Ordinance 2022-08 to amend the Town of Kiawah Island Municipal Code Article 9. – Buildings and Building Codes, Chapter 3. – Building and Technical Codes. Mayor Pro Tem Prickett seconded the motion, and it was unanimously approved.

E. Employee Health Insurance Discussion

Ms. Szubert stated that the Town offers its full-time employee's health insurance benefits through the S.C. Public Employee Benefit Authority (PEBA). PEBA rates include a portion paid by the employee and a portion paid by the employer, and for 2023, the employer portion is increasing by 18 percent.

In the past, the Town provided a subsidy equal to the cost of single coverage. As a result, employees with single coverage were provided insurance at no cost, with the subsidy also applied to other coverage.

In 2020 Council eliminated the subsidy implementing a structure in which the employee pays 20 percent of the total rate for the selected coverage, and the Town pays the remaining 80 percent. However, with the current rate increase, 20 percent of the single coverage rate would exceed the PEBA rate portion to be paid by the employee. Therefore, staff requests that Council consider an adjustment of the structure percentages to keep the single coverage rate below the PEBA rate portion.

Council members engaged in an in-depth discussion of the rate adjustment request clarifying the PEBA rate structure. Ms. Szubert asked that Council consider the adjustment at the November meeting since the new rates take effect on January 1, 2023. Councilmember Moffitt agreed to work with Ms. Szubert and Ms. Tillerson on providing a better clarification of the PEBA rate structure and the requested adjustment.

XI. Town Administrator's Report:

Mr. Spicher stated that on an annual basis, recommendations are made to update the Hazard Mitigation Manual. The presented document is a summary of the update for the current year; the complete manual is available for review on the website. The annual process requires that Council is formally notified of the updates along with all the jurisdictions that make up the Hazard Mitigation Plan and a requirement by FEMA (Federal Emergency Management Agency) under the Community Rating System.

Mr. Gottshalk updated the Kestral Court project, stating that the construction was completed. He stated that he was just notified that the new compactor units scheduled to be delivered in September had now been delayed until December. The old units will be reinstalled to provide service until the new units are delivered.

XII. Council Member:

- a. Committee Updates
- b. General Comments

Mayor Pro Tem Prickett stated that a response from Charleston County was expected by the end of September on which alternative had been selected for Segment C. The response was not received, and a request was made to provide any update available. He reviewed the improvements the Town proposed for consideration. Once the recommended alternative is selected, public comments will be allowed.

Ms. Tillerson stated that on October 19th, Ms. Jenny Honeycutt, along with Charleston County staff, would be holding a Town Hall meeting at the Municipal Center at 3:00 pm to provide an update on the project.

Mayor Pro Tem Prickett wanted to acknowledge that the Kiawah Conservancy is in its 25-year celebration. The Conservancy has worked long and hard with the Town to preserve many things important to the island, the beaches, the marsh, the maritime forest, and the wildlife. Each year the Town approves in its budget funding for Conservancy projects.

XIII. Citizens' Comments:

Muara McIlvain – 146 Blue Heron Pond Road

Ms. McIlvain stated that during the summer, several traffic studies were done inside the main gate and asked if there was a report or data from the studies.

In addition to the previous Administrator's Report, Mr. Taylor gave an update on the Comprehensive Plan stating that work would begin at the end of October with a kick-off meeting.

Mr. Taylor stated that the recommendations for the Marsh Management Plan would be sent to the Planning Commission for review after a final presentation of the materials to the Town Council.

XIV. Adjournment:

Mayor Pro Tem Prickett made a motion to adjourn the meeting at 2:56 pm. Councilmember Moffitt seconded the motion, and it was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John D. Labriola, Mayor

Date

DRAFT



TAB 2

TOWN COUNCIL

Agenda Item



Annual Comprehensive Financial Report

FY Ended June 30, 2022



Mayor:
John D. Labriola

Council Members:
Dan Prickett
Maryanne Connelly
John Moffitt
Dr. Scott Parker

Town Administrator:
Stephanie Monroe Tillerson

Finance Director:
Dorota Szubert



TAB 3

TOWN COUNCIL

Agenda Item



KIAWAH ISLAND PARKWAY TRAFFIC UPDATE

Town of Kiawah Island Town Council Meeting
November 1, 2022

OUTLINE

- Introduction
- Development Agreement: Traffic Mitigation (Exhibit 10.1)
- Collected Traffic Data Summary
- Recent Traffic Mitigation & Safety Improvements
- KIP Intersection and Corridor Study
 - KIP & Beachwalker Intersection



INTRODUCTION

The Town monitors traffic along the road it maintains, including the Kiawah Island Parkway and Beachwalker Drive. In 2022, the Town contracted with Quality Counts, LLC to conduct traffic counts along the Kiawah Island Parkway as well as Beachwalker Drive, Flyway Drive, Governors Drive and Ocean Course Drive for a comprehensive understanding of overall Kiawah Island traffic volumes.

EXHIBIT 10.1: TRAFFIC MITIGATION

The executed development agreement between the Town and Kiawah Partners outlines performance standards or criteria specifically for the Kiawah River Bridge and the Kiawah Island Parkway. These standards are to maintain the performance of these facilities in terms of traffic volumes. Both the Town and the developer play a critical role in maintaining the performance of the facilities. This exhibit provides parameters for required traffic mitigation of the developer, once certain thresholds are met. However, this does not preclude traffic mitigation measures from occurring prior to these thresholds being reached. The thresholds are the near capacity traffic volumes of these facilities.

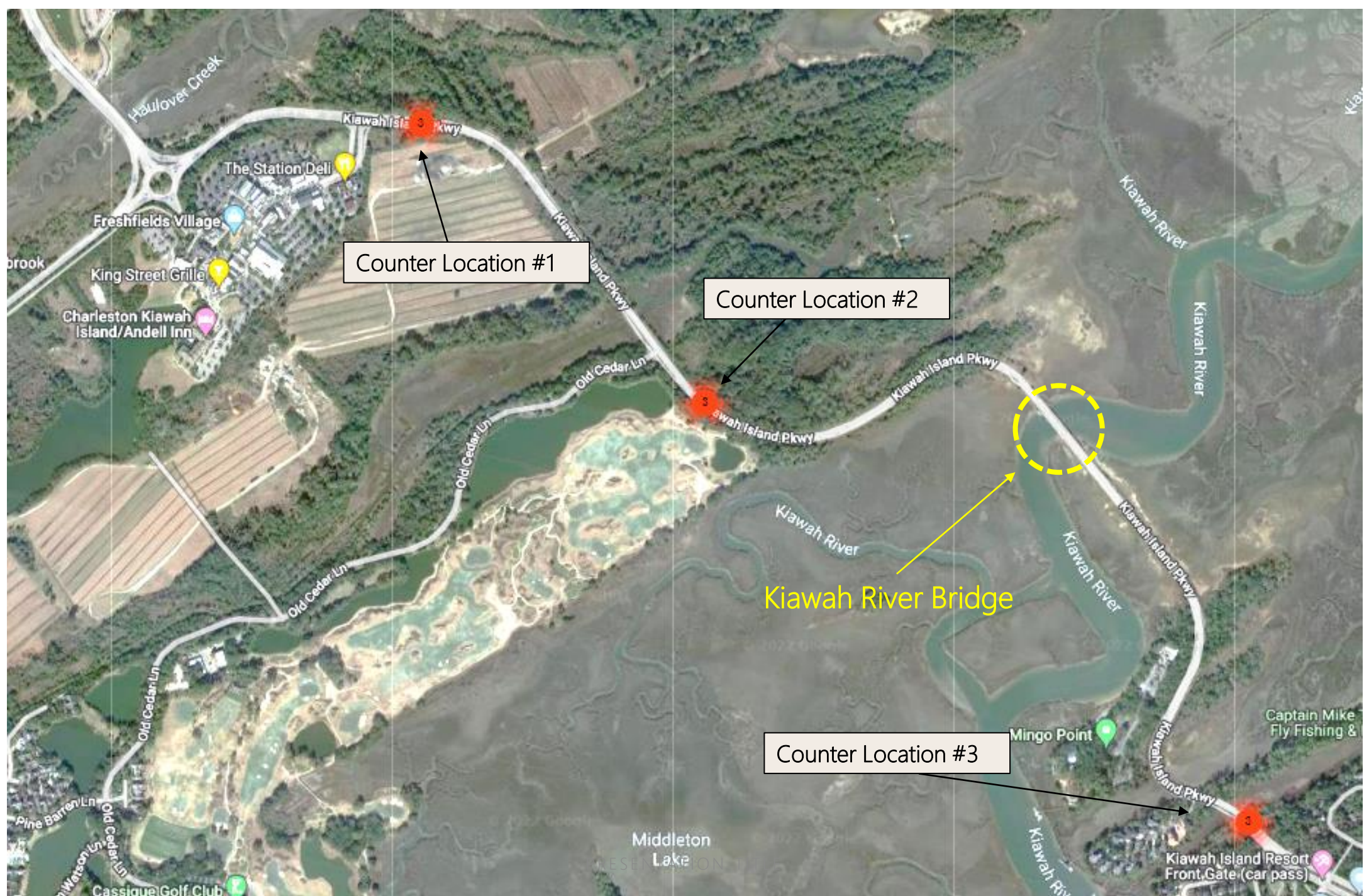
TRAFFIC COUNTING PERIODS

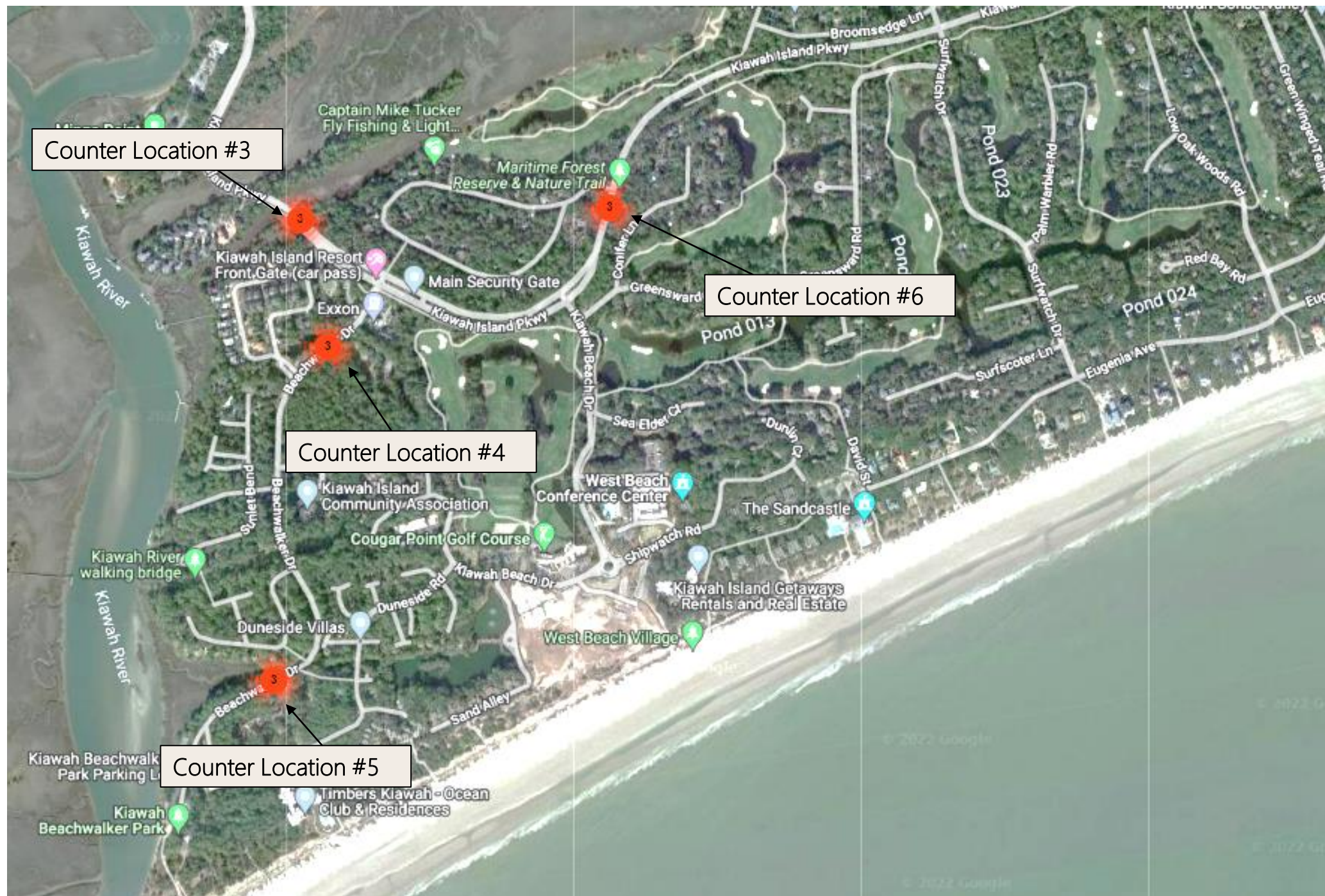


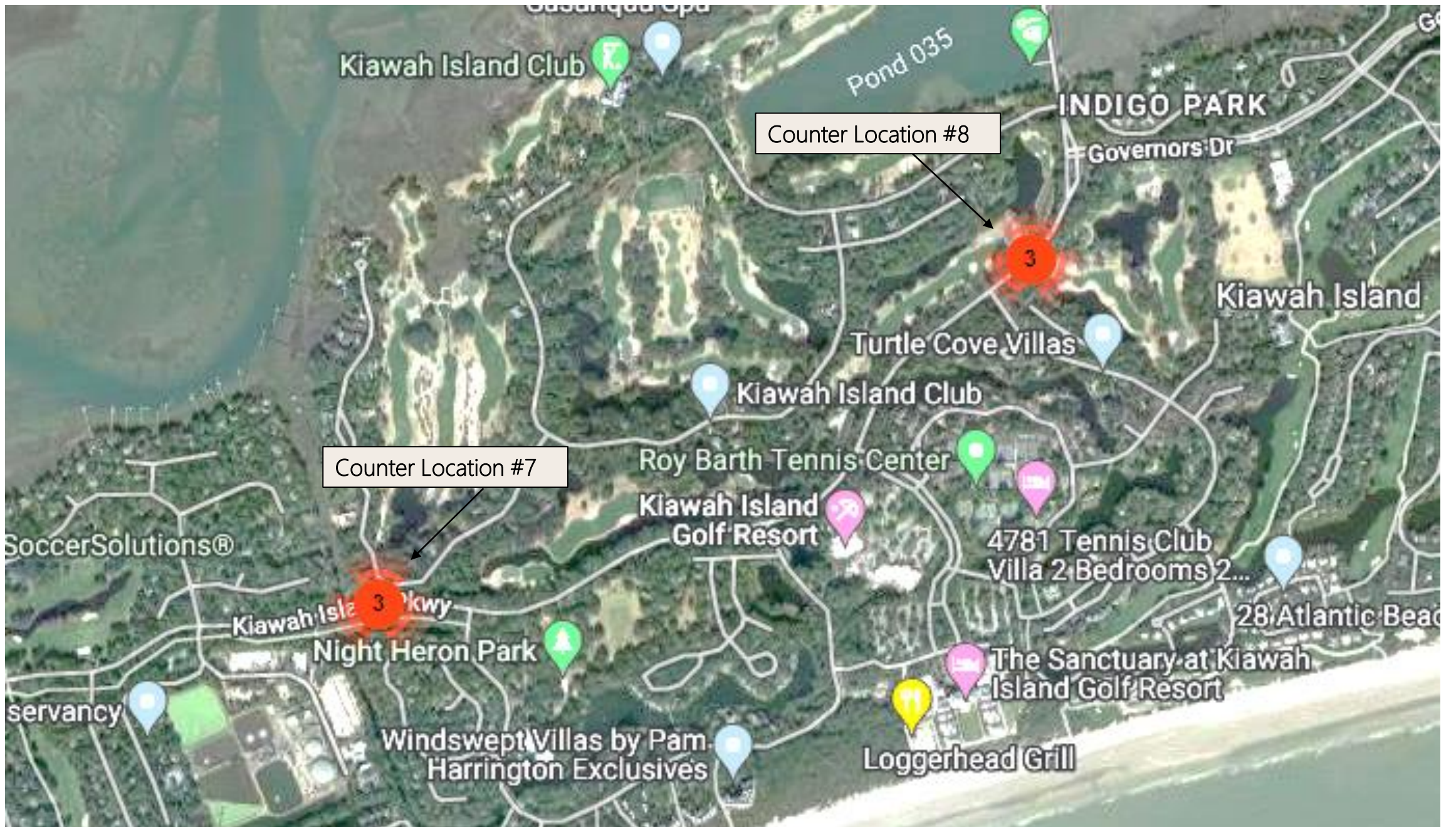
TRAFFIC COUNTER LOCATIONS

- #1 – Kiawah Island Pkwy E of Freshfields Drive
- #2 – Kiawah Island Pkwy E of Old Cedar Lane
- #3 – Kiawah Island Pkwy W of Beachwalker Drive
- #4 – Beachwalker Drive S of Kiawah Island Pkwy
- #5 – Beachwalker Drive E of Cape Point Road
- #6 – Kiawah Island Pkwy S of Oyster Rake Drive
- #7 – Kiawah Island Pkwy W of Sea Forest Drive
- #8 – Kiawah Island Pkwy N of Green Dolphin Way
- #9 – Governors Drive E of Flyway Drive
- #10 – Flyway Drive N of Glen Abbey
- #11 – Ocean Course Drive E of Ocean Marsh Road

In order to develop a comprehensive understanding of Kiawah Island traffic volumes, additional traffic counter locations were included that are not along the Kiawah Island Parkway as outlined within the Development Agreement.



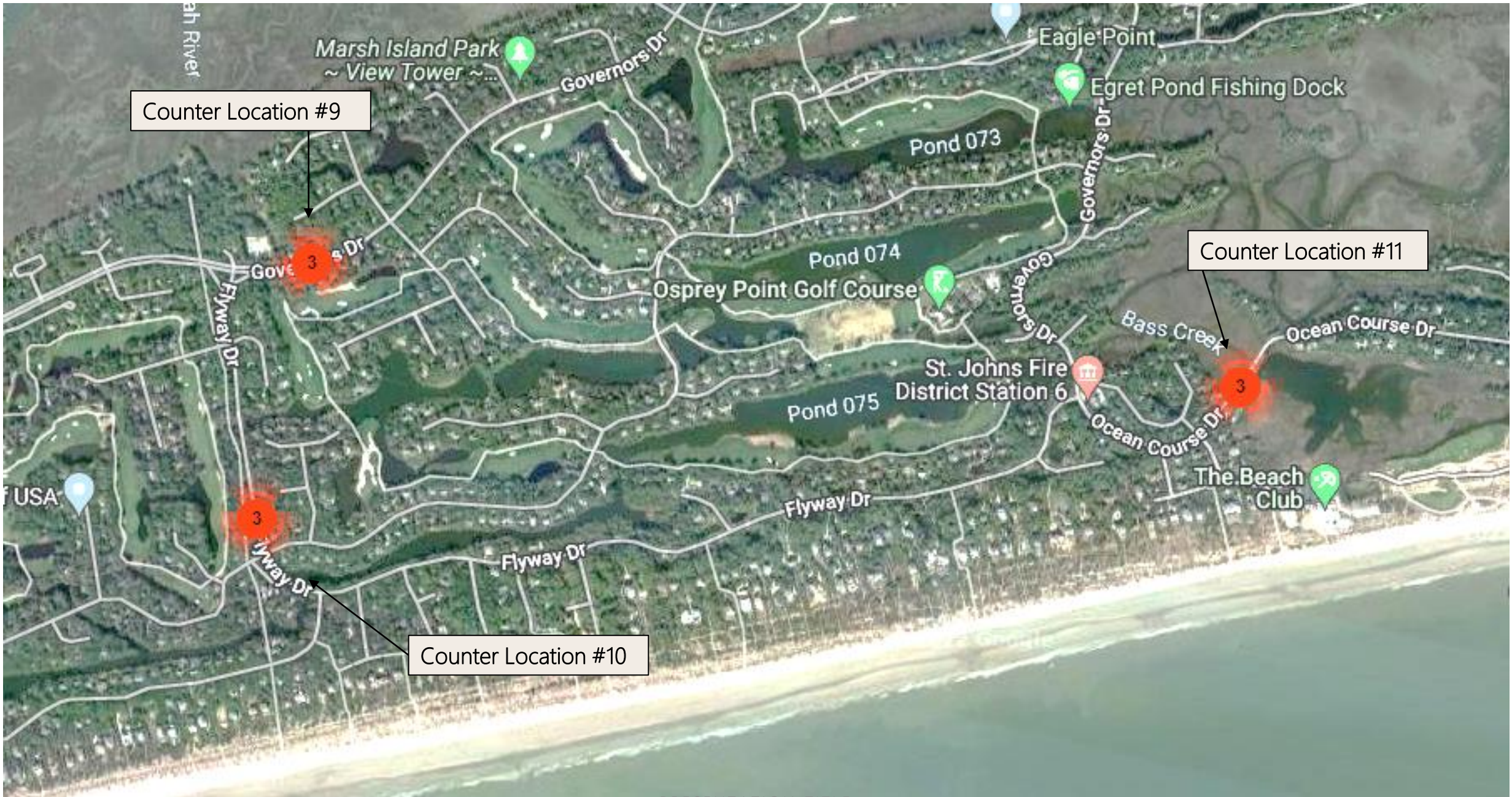




Counter Location #9

Counter Location #11

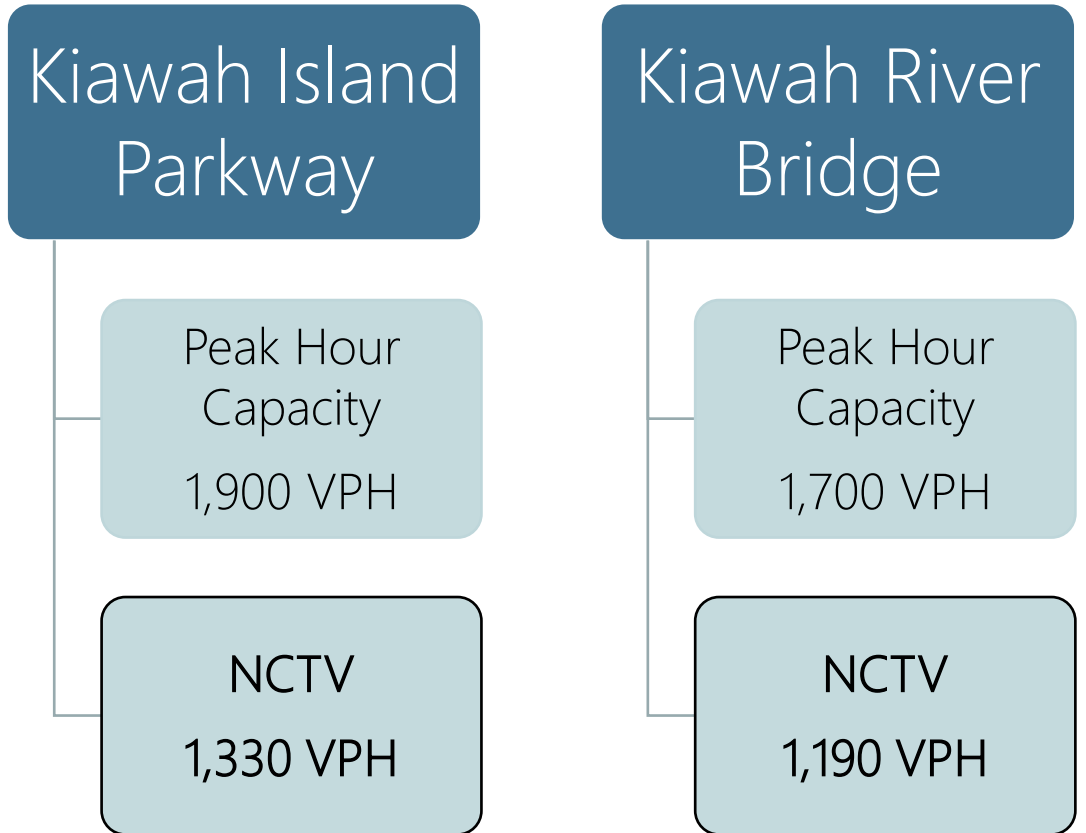
Counter Location #10



EVALUATING TRAFFIC

Near Capacity Traffic Volume (NCTV)

NCTV represents the point at which 70% peak hour capacity is reached on the Kiawah Island Parkway or Kiawah River Bridge determined by vehicles per hour (VPH). In determining the 70% capacity, the NCTV is evaluated per lane for the Kiawah Island Parkway, or the equivalent of one direction as Kiawah Island Parkway East Bound, or Kiawah Island Parkway West Bound.



What happens if the NCTV is reached? EVALUATING TRAFFIC

Traffic Volumes Exceed NCTV

NCTV is exceeded for three (3) consecutive days during designated counting periods.

June 1st – 14th

July 8th – 22nd

August 17th – 31st

This does not include peaking volumes due to special events.

Developed Traffic Mitigation Plan

The Developer submits a traffic mitigation plan to the Town.

The plan shall include measures to reduce the traffic volumes below the NCTV or increase roadway capacity for affected road segments along the Kiawah Island Parkway.

Implemented Traffic Mitigation

The Town reviews and approves the traffic mitigation plan.

The developer shall be liable for implementing the approved traffic mitigation plan and traffic mitigation measures with construction of improvements beginning within six (6) months.

TRAFFIC MITIGATION MEASURES AND TRAFFIC MANAGEMENT STRATEGIES

The Development Agreement states Traffic Mitigation Measures include improvements and or traffic management strategies to restore or maintain acceptable levels of service for the roadway link or links including but not limited to:

- turn lane additions
- acceleration/deceleration lanes
- other road widening alternatives
- vanpools
- alternatives to decrease traffic volume or increase roadway capacity

SUMMARY OF COLLECTED DATA

LOCATION: Kiawah Island Pkwy E of Freshfields Dr						QC JOB #: 15809209				
SPECIFIC LOCATION:						DIRECTION: EB				
CITY/STATE: Kiawah Island, SC						DATE: Jul 8 2022 - Jul 21 2022				
Start Time	Mon 11 Jul 22	Tue 12 Jul 22	Wed 13 Jul 22	Thu 14 Jul 22	Fri 15 Jul 22	Average Weekday Hourly Traffic	Sat 16 Jul 22	Sun 17 Jul 22	Average Week Hourly Traffic	Average Week Profile
12:00 AM	12	12	23	26	20	19	24	10	18	
01:00 AM	13	6	5	5	9	8	15	6	8	
02:00 AM	3	3	2	6	7	4	7	5	5	
03:00 AM	1	1	3	2	7	3	5	7	4	
04:00 AM	32	34	34	36	30	33	28	20	31	
05:00 AM	129	124	130	135	131	130	76	81	115	
06:00 AM	283	329	320	292	297	304	165	129	259	
07:00 AM	411	678	708	662	671	626	286	191	515	
08:00 AM	750	744	742	793	698	745	463	310	643	
09:00 AM	557	702	717	678	651	661	511	364	597	
10:00 AM	479	529	565	568	534	535	443	411	504	
11:00 AM	546	480	594	582	584	557	497	409	527	
12:00 PM	532	485	593	591	558	552	429	421	516	
01:00 PM	532	492	500	505	572	520	455	421	497	
02:00 PM	471	475	475	498	507	485	468	382	468	
03:00 PM	468	383	424	440	445	432	583	361	443	
04:00 PM	383	299	367	411	363	365	568	326	388	
05:00 PM	319	315	308	348	326	323	474	312	343	
06:00 PM	306	305	323	324	321	316	399	266	321	
07:00 PM	298	261	318	322	321	304	351	220	299	
08:00 PM	218	283	272	322	290	277	300	194	268	
09:00 PM	151	204	173	226	250	201	251	136	199	
10:00 PM	67	97	100	112	89	93	115	71	93	
11:00 PM	26	28	38	56	58	41	54	30	41	
Day Total	6987	7269	7734	7940	7739	7534	6967	5083	7102	
% Weekday Average	92.7%	96.5%	102.7%	105.4%	102.7%					
% Week Average	98.4%	102.4%	108.9%	111.8%	109%	106.1%	98.1%	71.6%		
AM Peak Volume	8:00 AM 750	8:00 AM 744	8:00 AM 742	8:00 AM 793	8:00 AM 698	8:00 AM 745	9:00 AM 511	10:00 AM 411	8:00 AM 643	
PM Peak Volume	12:00 PM 532	1:00 PM 492	12:00 PM 593	12:00 PM 591	1:00 PM 572	12:00 PM 552	3:00 PM 583	12:00 PM 421	12:00 PM 516	
Comments:										

QC DATA SET
EXAMPLECounter Location

KIP, East of Freshfields Drive

Traffic Direction

East Bound / West Bound

Counting PeriodJuly 8th – 21st

AM / PM Peak Hours

AM / PM Peak Volumes

Metric

Vehicles Per Hour

KIP TRAFFIC SUMMARY (JUNE)

#1 Freshfields Drive				#2 Old Cedar Lane			
Highest AM Peak Volume				Highest AM Peak Volume			
803 vph	2-Jun	EB	8:00 AM	735 vph	3-Jun	EB	8:00 AM
Highest PM Peak Volume				Highest PM Peak Volume			
865 vph	9-Jun	WB	4:00 PM	792 vph	2-Jun	WB	5:00 PM
Highest AM Three Consecutive Day Peak Volume				Highest AM Three Consecutive Day Peak Volume			
750 vph	1-Jun	EB	8:00 AM	705 vph	1-Jun	EB	8:00 AM
803 vph	2-Jun	EB	8:00 AM	690 vph	2-Jun	EB	8:00 AM
777 vph	3-Jun	EB	8:00 AM	735 vph	3-Jun	EB	8:00 AM
Highest PM Three Consecutive Day Peak Volume				Highest PM Three Consecutive Day Peak Volume			
722 vph	8-Jun	WB	4:00 PM	773 vph	1-Jun	WB	5:00 PM
865 vph	9-Jun	WB	4:00 PM	792 vph	2-Jun	WB	5:00 PM
722 vph	10-Jun	WB	5:00 PM	740 vph	3-Jun	WB	3:00 PM
796 vph	1-Jun	WB	5:00 PM				
815 vph	2-Jun	WB	5:00 PM				
790 vph	3-Jun	WB	3:00 PM				

KIP TRAFFIC SUMMARY (JULY)

#1 Freshfields Drive				#2 Old Cedar Lane			
Highest AM Peak Volume				Highest AM Peak Volume			
793 vph	14-Jul	EB	8:00 AM	720 vph	19-Jul	EB	8:00 AM
Highest PM Peak Volume				Highest PM Peak Volume			
940 vph	13-Jul	WB	5:00 PM	917 vph	13-Jul	WB	5:00 PM
Highest AM Three Consecutive Day Peak Volume				Highest AM Three Consecutive Day Peak Volume			
742 vph	13-Jul	EB	8:00 AM	652 vph	18-Jul	EB	8:00 AM
793 vph	14-Jul	EB	8:00 AM	720 vph	19-Jul	EB	8:00 AM
698 vph	15-Jul	EB	8:00 AM	705 vph	20-Jul	EB	8:00 AM
Highest PM Three Consecutive Day Peak Volume				Highest PM Three Consecutive Day Peak Volume			
758 vph	12-Jul	WB	5:00 PM	765 vph	12-Jul	WB	5:00 PM
940 vph	13-Jul	WB	5:00 PM	917 vph	13-Jul	WB	5:00 PM
752 vph	14-Jul	WB	5:00 PM	781 vph	14-Jul	WB	5:00 PM
787 vph	18-Jul	WB	4:00 PM	773 vph	18-Jul	WB	5:00 PM
853 vph	19-Jul	WB	4:00 PM	804 vph	19-Jul	WB	4:00 PM
857 vph	20-Jul	WB	3:00 PM	802 vph	20-Jul	WB	3:00 PM

KIP TRAFFIC SUMMARY (AUGUST)

#1 Freshfields Drive				#3 Beachwalker Drive			
Highest AM Peak Volume				Highest AM Peak Volume			
758 vph	17-Aug	EB	8:00 AM	689 vph	17-Aug	EB	8:00 AM
Highest PM Peak Volume				Highest PM Peak Volume			
770 vph	22-Aug	WB	5:00 PM	693 vph	18-Aug	WB	3:00 PM
Highest AM Three Consecutive Day Peak Volume				Highest AM Three Consecutive Day Peak Volume			
758 vph	17-Aug	EB	8:00 AM	689 vph	17-Aug	EB	8:00 AM
716 vph	18-Aug	EB	8:00 AM	659 vph	18-Aug	EB	8:00 AM
698 vph	19-Aug	EB	8:00 AM	652 vph	19-Aug	EB	8:00 AM
715 vph	22-Aug	EB	8:00 AM	642 vph	24-Aug	EB	8:00 AM
730 vph	23-Aug	EB	8:00 AM	669 vph	25-Aug	EB	8:00 AM
716 vph	24-Aug	EB	8:00 AM	661 vph	26-Aug	EB	8:00 AM
Highest PM Three Consecutive Day Peak Volume				Highest PM Three Consecutive Day Peak Volume			
770 vph	22-Aug	WB	3:00 PM	681 vph	17-Aug	WB	3:00 PM
711 vph	23-Aug	WB	5:00 PM	693 vph	18-Aug	WB	3:00 PM
674 vph	24-Aug	WB	3:00 PM	648 vph	19-Aug	WB	3:00 PM
753 vph	17-Aug	WB	3:00 PM	685 vph	22-Aug	WB	3:00 PM
708 vph	18-Aug	WB	3:00 PM	677 vph	23-Aug	WB	5:00 PM
675 vph	19-Aug	WB	3:00 PM	653 vph	24-Aug	WB	3:00 PM

Has the NCTV been reached?

As determined by the standards and criteria outlined within the Development Agreement (Exhibit 10.1), the Near Capacity Traffic Volume has not been reached.

Overall traffic volumes have increased over the previous three years however, traffic volumes have not met or exceeded the near capacity thresholds for required mitigation measures.

Some traffic mitigation efforts have taken place absent of the required thresholds being met. Furthermore, the Town has proactively studied the KIP for future traffic impacts.

N C T V

Kiawah Island Parkway 1,330 VPH
Kiawah Island Bridge 1,190 VPH

RECENT TRAFFIC MITIGATION & SAFETY IMPROVEMENTS



KIAWAH ISLAND PARKWAY INTERSECTION AND CORRIDOR STUDY

The purpose of the Kiawah Island Parkway Intersection and Corridor Study is to analyze the intersection capacity of select intersections along Kiawah Island Parkway, Betsy Kerrison Parkway, and Seabrook Island Road during existing, short-term, and long-term conditions. For the purposes of this study, existing conditions were in 2021, short-term is 2026 conditions, and long-term is 2036 conditions. The short-term conditions included known upcoming developments in or near the Town of Kiawah Island that can increase the traffic volume on the Town's roads. The long-term conditions included vacant parcels of land that are not currently slated for development but could be developed in the future.



ADDITIONAL RESOURCES

The complete traffic data provided by Quality Counts, LLC may be found online at the Towns Development Resources Webpage.

<https://www.kiawahisland.org/development-resources/>



TAB 4

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2022-06

**AN ORDINANCE TO AMEND CHAPTER 12 – LAND USE PLANNING AND ZONING -
ARTICLE II. – ZONING - DIVISION 2. ZONING MAP/DISTRICTS SECTION 12.64. –
SETBACKS.**

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

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance, Sec. 12- 64. Setbacks* to provide administrative relief for minimally encroaching generator stands into setbacks which meet certain conditions; and

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

WHEREAS, the Planning Commission held a meeting on September 7, 2022, at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

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

WHEREAS, Town Council held a Public Hearing on October 4, 2022, providing the public an opportunity to comment on the proposed amendment.

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Chapter 12. Article II. Zoning Division 2. Zoning Map/Districts. Section 12-64. Setbacks.

Section 2 **Ordinance**

The Town hereby amends Section 12-64. as shown in the attached “Exhibit A”:

Section 3 **Severability**

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

Section 4 **Effective Date and Duration**

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 1st DAY OF NOVEMBER 2022.

John Labriola, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: October 4, 2022

2nd Reading: November 1, 2022

Sec. 12-64. Setbacks.

Setback means a required minimum distance from the lot line, or street right-of-way, or OCRM critical line that establishes an area within which a structure shall be erected.

- (1) *Contextual setbacks.* Notwithstanding the front setback requirements of the underlying zoning district, the front building line of any structure or addition to a structure may be as close to the street as the front building line of a structure located on any lot that is immediately adjacent to the subject lot. If the subject lot is located between two developed lots, the front building line of the structure that is set back further from the street shall apply to the subject lot.
- (2) *Setbacks on corner and double frontage lots.* On corner and double-frontage lots, front setback standards will apply to each lot line that borders a street right-of-way. The rear yard setback shall apply to the opposite side of the principle structure's front main entrance. The side yard setback shall apply to the remaining side(s).
- (3) *Exception to setbacks.* Every part of a required setback must be open and unobstructed from the ground to the sky except as set out in this subsection.

Driveways and walkways may be located within any required setback.

Uncovered stairs or stair landings to building entrances may extend up to five feet into any required setback.

Uncovered, at-grade patios may extend into a required setback; however, they shall maintain a minimum ten-foot distance from the property line.

Uncovered decks may extend up to five feet into any required rear yard setback.

Sills, belt courses, cornices, buttresses, eaves and other architectural features may extend up to two feet into any required setback.

Walls and retaining walls below three feet in height may be located within required setback.

- (4) HVAC Equipment. In all zoning districts heating, ventilation and air conditioning (HVAC) equipment and associated HVAC stands may extend up to five feet into required side or rear setbacks only when all of the following conditions are met:

- ~~(1)~~ a. — The HVAC equipment is replacing existing HVAC equipment which was originally placed below an existing structure and/or which HVAC equipment being replaced is now required to be elevated to meet the requirements of the Federal Emergency Management Agency (FEMA) and the Town of Kiawah Island Building Code;
- b. ~~(2)~~ — Such HVAC equipment cannot reasonably be accommodated in compliance within the setback required by otherwise applicable zoning requirements;
- ~~(3)~~ c. The property owner has, through regular mail postmarked no later than five days in advance of applying for a Zoning Permit, notified the affected adjacent property owner(s) that are adjacent to the property line where the proposed HVAC equipment will be located, and has submitted to the Planning Director a signed affidavit stating that such property owner has notified the affected adjacent property owner(s) and proving each name and address to which notice was sent; and
- ~~(4)~~ d. A Zoning Permit is approved by the Planning Director.

- (5) Generators. In all zoning districts generators and generator stands may extend up to five feet into required side or rear setbacks only when all of the following conditions are met:

- a. The proposed generator stand is being proposed for an existing home permitted prior to November 1, 2022. Generator stands installed at the time of new construction must meet required setbacks.
- b. The generator cannot reasonably be accommodated in compliance with the setback required by otherwise applicable zoning requirements;
- c. The generator is located to not impede emergency access;
- d. The property owner has, through regular mail postmarked no later than five days in advance of applying for a Zoning Permit, notified the affected adjacent property owner(s) that are adjacent to the property line where the proposed generator will be located, and has submitted to the Planning Director a signed affidavit stating that such property owner has notified the affected adjacent property owner(s) and proving each name and address to which notice was sent;
- e. The generator stand is set back a distance of not less than ten feet from the adjacent side or rear property line;
- f. The generator stand is adequately screened with plantings as determined by the Planning Director; and
- g. A Zoning Permit is approved by the Planning Director.

(Code 1993, § 12A-204; Ord. No. 2005-08, § 12A-204, 10-12-2005; Ord. No. 2012-03, § 2, 4-3-2012; Ord. No. 2015-04, § 2, 4-14-2015)



TAB 5

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2022-07

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF KIAWAH ISLAND TO
AMEND CHAPTER 8 –NOISE PROHIBITED**

WHEREAS, the Town of Kiawah Island Code of Ordinances currently contains Article 15, Chapter 8, governing prohibited noise; and

WHEREAS, the Town Council of the Town of Kiawah Island believes that certain adjustments and amendments need to be made to Chapter 8 – Noise Prohibited; and

WHEREAS, the Town Council wishes to amend Section 15-802. – Definitions and add Section 15-805 – Generators.

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Article 15. - General Offenses, Chapter 8. – Prohibited Noise, Sections 15-802. - Definitions and adding 15-805. - Generators.

Section 2 **Ordinance**

The Town hereby amends Sections 15-802. - Definitions and adds 15-805. - Generators as shown in the attached “Exhibit A”.

Section 3 **Severability**

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

Section 4 **Effective Date and Duration**

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND
ON THIS 1st DAY OF NOVEMBER 2022.

John Labriola, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: October 4, 2022

2nd Reading: November 1, 2022

DRAFT

CHAPTER 8. PROHIBITED NOISE

Sec. 15-801. Statement of policy.

It is the policy of the Town of Kiawah Island to maintain a peaceful community while recognizing that certain noises are generated by the acceptable economic and recreational activity of a vibrant community. The goal of the town is to recognize such activity while ensuring that time periods during which many residents are customarily at rest or have an expectation of peaceful enjoyment of their residences are not disturbed by unacceptable levels or types of noise.

(Ord. No. 2022-01 , §§ 1, 2, 5-3-2022)

Sec. 15-802. Definitions.

In addition to the common meaning of words, the following definitions shall be used in interpreting this section.

"A" weighted scale means the sound pressure level, in decibels, as measured with the sound level meter using the "A" weighted network (scale). The standard unit notation is "dB(A)."

Amplified sound means sound augmented by any electronic means which increases the sound level or volume.

ANSI means the American National Standards Institute or its successor bodies.

Complainant means any owner, lessee, manager, or person with a legal interest in a receiving property who reports to the code enforcement officer or other town authority being disturbed by sound heard in or on outside living space or place of business upon the receiving property and not originating therefrom.

Construction means on-site erection, fabrication, installation, alteration, demolition or removal of any structure, facility, or addition thereto, including all related activities, including, but not restricted to, clearing of land, earth moving, blasting, and landscaping.

Daytime hours, weekday. See Table A.

Daytime hours, weekend/holiday. See Table A.

dB(A) means sound level in decibels, determined by the "A" weighted scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication ANSI, S 1.4-197 I, or its successor publication(s).

Decibel (dB) means a unit of level which denotes the ratio between two quantities which are proportional to power; the number of decibels corresponding to the ratio of two amounts of power is ten times the logarithm to the base ten of this ratio. In its simplest form a decibel is a unit for measuring the loudness of sound.

Excessive noise means any unnecessary or unusually loud sound or any sound which disrupts the peace and quiet of any neighborhood and which does annoy, disturb, injure, or endanger the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensibilities.

Emergency work means work made necessary to restore property to a safe condition, work required to protect, provide, or prevent persons or property from danger or potential danger, or work by a private or public utility when restoring utility service.

Generator, whole-home means stationary fixed generators which are connected to a home or business' electrical system as well as a fuel source, which in the event of a power outage, is automatically notified through the electrical system and kicks on providing power to the home or business.

Generator, portable means an easily carried or moved generator typically smaller in size and weight, that is transported for temporary power and is utilized on a short-term basis.

Holiday means any official holiday recognized by the town.

Nighttime hours, weekday. See Table A.

Nighttime hours, weekend/holiday. See Table A.

Noise disturbance means any unreasonably loud or raucous sound or noise which:

- Endangers or injures the health or safety of humans or animals;
- Endangers or injures the personal or real property; or
- Disturbs a person of normal sensitivity.

Nonresidential property means properties within the town that are not residential.

Outdoor entertainment means any outdoor commercial or fundraising activity offered to, provided for, or attended by one or more persons including the playing of recorded music, radio, stereo, and/or television.

Outdoor live entertainment means any activity for the benefit of one or more persons to be performed or conducted in outdoor areas by a person or persons using amplified sound to broadcast their voice, or the sound or noise resulting from the playing of musical instruments or other sounds.

Person means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, or agency.

Plainly audible means able to be clearly heard by a person of normal sensibilities using only unaided auditory senses. Plainly audible shall refer to a sound heard at a volume level above that of normal conversation and shall not include sounds which are just barely audible. With respect to music and amplified sounds, the detection of rhythmic base reverberating type sound, beat or cadence shall be deemed plainly audible.

Receiving property means any residence or place of business on which uninvited noise is plainly audible when measured at the property line most closely facing the source of the noise.

Residential area means areas of the town containing single-family and multifamily dwellings, including houses, apartments, and condominiums.

Sound level means, in decibels, a weighted sound pressure level determined using a sound level meter whose characteristics and frequency weightings are specified in ANSI standards.

Sound level meter is an instrument including a microphone, an amplifier, an output meter, and "A" frequency weighting network for the measurement of sound levels that conforms to American National Standards Institute (ANSI) Standard S 1.4-1971 "Specifications for Sound Level Meters," or the latest revision.

Sound pressure level means, in decibels, 20 times the logarithm to base ten of the ratio of the magnitude of a particular sound pressure to the standard reference pressure. The standard reference pressure is 0.0002 microbars.

Sound source means any person, animal, device, operation, process, activity, or phenomenon which emits or causes sound.

Uninvited noise means noise not originating from the receiving property.

(Ord. No. 2022-01 , §§ 1, 2, 5-3-2022)

Sec. 15-803. General prohibitions.

- (a) Except as allowed in this article, no person shall willfully engage in any activity on any premises or public area in the town, which produces or constitutes a noise disturbance on occupied neighboring premises or public area.
- (b) *Specific prohibitions.* The following noises are considered a noise disturbance in violation of this section:
- (1) *Horns/signaling devices.* The sounding of any horn or signaling device on any motor vehicle or any street or public place, except as a danger warning.
 - (2) Radios, televisions, musical instruments, and similar devices when operated or played so as to produce or reproduce sound in a manner as to be plainly audible from inside any residence or place of business other than the sound source.
 - (3) Building operation's noise during nighttime hours that is plainly audible from inside a residence or place of business of a receiving property.
 - (4) Amplified sound that is plainly audible from inside a residence or place of business of receiving property not originating from the receiving property.
 - (5) Motor vehicle muffler sounds that are in violation of S.C. Code Ann. 56-5-502.

(Ord. No. 2022-01 , §§ 1, 2, 5-3-2022)

Sec. 15-804. Decibel level prohibitions.

Table A (Maximum Noise Limitations)—dB(A) Maximum decibel levels

	Daytime Hours Mon—Thurs 8:00 a.m.— 8:00 p.m.	Nighttime Hours Mon—Thurs 8:00 p.m.— 8:00 a.m.	Daytime Hours Fri— Sat/Holiday 8:00 a.m.— 10:00 p.m.	Nighttime Hours Fri— Sat/Holiday 10:00 p.m.— 8:00 a.m.	Daytime Hours Sunday 9:00 a.m.— 8:00 p.m.	Nighttime Hours Sunday 8:00 p.m.— 8:00 a.m. Monday
Max dB(A) level	70	60	70	60	65	55

- (1) Unless otherwise specifically indicated, it shall be unlawful for any person to cause or allow the emission of sound from any source to exceed the maximum levels specified in the above table, when measured at the property line of the complainant's property. A violation will be determined by the code enforcement officer's use of an authorized decibel meter.
- (2) *Exceptions.* The following activities are not governed by the above decibel level limits, but activities that constitute a noise disturbance or do not comply with the limits set forth herein are violations of this section:
 - a. Emergency warning devices on police, fire, ambulance, or other emergency vehicles;

-
- b. Horns or other devices used in attempt to avoid imminent injury to human life or property;
 - c. Emergency work;
 - d. Construction may not start before 7:00 a.m. and must cease by 7:00 p.m. on weekdays, before 8:00 a.m. and must cease by 5:00 p.m. on Saturday, and is not allowed on Sunday, holidays, and other times as occasionally prohibited by the Town of Kiawah Island;
 - e. Commercial lawn care operations, including residential, may not start before 7:00 a.m. and must cease by 7:00 p.m. on weekdays, may not start before 8:00 a.m. and must cease by 5:00 p.m. on Saturday, and are not allowed on Sunday, holidays, and other times as occasionally prohibited by the Town of Kiawah Island;
 - f. Properly installed and operating HVAC systems;
 - g. Golf and tennis:
 - 1. Routine golf course maintenance, mowing and caring for greens, fairways, rough, raking of sand areas, grooming of courts may not start before 6:00 a.m. on any day;
 - 2. Blowing of parking lots and paths may not start before 6:30 a.m.;
 - 3. Other periodic maintenance such as tree trimming, cart path edging, and other non-routine tasks may not start before 7:00 a.m. and must cease by 7:00 p.m. on weekdays and by 5:00 p.m. on Saturday. These activities are not allowed on Sunday, holidays, and other times as occasionally prohibited by the Town of Kiawah Island;
 - 4. Watering of golf courses and tennis courts as required is not subject to the noise limits and may be conducted during the day or night.

(Ord. No. 2022-01 , §§ 1, 2, 5-3-2022)

Sec. 15-805. Generators

- (a) Portable generators and whole-home generators are to be used only in emergencies where the normal power source to the residence has been disrupted. As soon as normal power has been restored, the owner shall cease operation of the generator.
- (b) Noise. All generators shall comply with the decibel level standards set forth Table A, including during the automatic maintenance exercise test, except that a generator during an emergency pursuant to Sec 15-804 (2) of this ordinance will not be subject to the decibel regulations during the emergency.
- (c) Maintenance. Property owners are responsible for keeping the generator within all applicable code requirements including automatic maintenance exercise testing.

Sec. 15-805~~805~~806. Special events, outdoor entertainment and outdoor live entertainment.****

Events held at the venues of the Kiawah Island Community Association, the Kiawah Island Club, Freshfields and the resort will have daytime hours of 8:00 a.m. to 10:00 p.m. on every day of the week and must comply with the daytime decibel limits in Table A during those hours. Sound and activity associated with other events for which a special events permit has been issued are subject to Table A times and decibel levels. All events covered by this section shall end by their respective daytime hours. In no event shall the activity allowed in this section be in violation of the section 15-803, Specific prohibitions.

(Ord. No. 2022-01 , §§ 1, 2, 5-3-2022)

Sec. 15-~~806~~807. Determination of noise disturbance.

In determining whether a noise or sound constitutes a noise disturbance violation under this section, the enforcement officer must consider the following items:

- (1) The volume of the noise as measured by a decibel meter at the complainant's property line;
- (2) Whether the nature of the noise is usual or unusual;
- (3) The intensity of the noise;
- (4) The general characteristics of the area where the noise is occurring;
- (5) The time of day or night at which the noise is occurring;
- (6) The reasonable expectation of quiet that could be expected by individuals on public or private property in the vicinity of where such noise is occurring;
- (7) The duration of the noise; or
- (8) Whether the noise is recurrent, intermittent, or constant.

(Ord. No. 2022-01 , §§ 1, 2, 5-3-2022)

Sec. 15-~~807~~808. Penalties.

Penalties are provided in article 15, General Offenses, chapter 6, General Provisions, section 15-601, Penalties.

(Ord. No. 2022-01 , §§ 1, 2, 5-3-2022)



TAB 6

TOWN COUNCIL

Agenda Item

**CONTRACT SERVICES AGREEMENT FOR
TOWN ATTORNEY SERVICES
TOWN OF KIAWAH ISLAND**

This **CONTRACT SERVICES AGREEMENT FOR TOWN ATTORNEY SERVICES** (the “Agreement”) is effective as of the **1st day of January 2023**, by and between the Joseph C. Wilson, IV of Wilson Law Firm (hereinafter the “Law Firm”), and the **Town of Kiawah Island, South Carolina** (hereinafter the “Town”). The term “Town” shall also include all boards, commissions, and other bodies of the Town.

RECITALS

- A. Chapter 2, Section 203(5) of the Municipal Code places upon the Mayor and Council the responsibility of appointing a Town Attorney, and;
- B. The Town’s custom and practice has been to appoint or re-appoint the Town Attorney during the regularly scheduled January Council meeting, and;
- C. This Agreement shall commence 1st day of January 2023 and shall continue thereafter for one year, with an one (1) year automatic renewal.
- D. The Ways and Means Committee has recommended to the Mayor and Council that a Contract Agreement for Municipal Legal Services be prepared for review by the Mayor and Council at the December 6, 2021 and possibly a Motion be made authorizing the execution of the Contract for Municipal Legal services.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN THE PARTIES HERETO AGREE AS FOLLOWS:

1. APPOINTMENT

Town Council hereby appoints Joseph C. Wilson, IV (hereinafter the "Attorney") as the Town Attorney, and hires Attorney to render such legal services as are customarily rendered by such attorneys and as further specified herein, including attending meetings of the Town Council, Board of Zoning and Appeals (BZA), the Planning Commission, and other boards and bodies of Town, and its affiliated agencies, as directed by the Town.

Attorney will personally provide the legal services hereunder.

2. SCOPE OF WORK AND DUTIES

- A. The Attorney shall perform any and all work necessary for the provision of Town Attorney services to the Town, including, without limitation, the following:
1. Attend all regularly scheduled and special Town Council meetings and Town Council work sessions.
 2. Attend other meetings at Town Hall as required by the Mayor or the Town Administrator.
 3. Advise the Town Council; appointed Commissions, Committees, and Boards; Town staff; and other Town officials on all legal matters pertaining to Town business.
 4. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard Town documents.
 5. Prepare such written and oral legal opinions as shall, from time to time, be requested by the Town.
 6. Perform such other routine legal services as are required, from time to time, by the Town Council or the Town Administrator.
 7. Represent the Town and the Town's officials, officers, and employees in litigation and administrative proceedings as directed by the Mayor. However, it is recognized that Attorney is a solo practitioner with limited

litigation support. Thus, some litigation or administrative proceedings may require the retention of outside legal counsel.

8. Make recommendations concerning the selection of outside legal counsel, when necessary, on appropriate matters and supervise such outside legal counsel handling municipal court, transactional or litigation matters on behalf of the Town.

3. COMPENSATION

a. STANDARD MUNICIPAL WORK

Compensation is One-Hundred and Twenty Thousand Dollars (\$120,000.00) per year payable in twelve monthly payments of Ten Thousand Dollars (\$10,000.00) due at the end of each month. This amount is based on a “fixed price” Contract Agreement regardless of the amount of time necessary for the Town Attorney to familiarize himself with his responsibilities and become proficient in completing the scope of legal services anticipated herein. The fixed price will also cover any work performed by employees or attorneys retained by Attorney except for litigation as outlined below. The fixed price fee is deemed earned upon payment, will not be kept in escrow, and will be disbursed upon payment.

At Attorney’s request in June of any given year, if Attorney’s hours are substantially greater than 50 hours a month, the parties agree to enter into good faith negotiations to adjust compensation based on the amount of work performed.

Attorney is entitled to seek a bonus at the end of the year based on the actual hours expended on legal work for the Town, identification of issues that need to be addressed, quality of work, and other factors.

The fixed price includes expenses for normal office, non-litigation work including copy costs, mail, telephone costs, research service fees, and mileage within the Tri-County area.

b. Litigation

In the event that the Attorney appears as counsel of record in any litigation on behalf of the Town, including presuit handling, representation in municipal court or appeals from municipal court, and regulatory or administrative claims, Attorney shall prepare a separate monthly bill for such work and the following rates shall apply for Attorney and will be paid over and above the fixed price compensation for Attorney and any other person contracted or retained by Attorney with consent of Town:

Joseph C. Wilson, IV (and any other partner)	\$250.00 an hour
Associates	\$200.00 an hour
Paralegals	\$100.00 an hour

The Attorney will charge in increments of one-tenth of an hour, rounded off for Litigation activity to the nearest one-tenth of an hour. The minimum time charged for litigation work will be one-tenth of an hour. Litigation work performed on behalf of the Town will be entered and billed separately with a general description of the work performed and who requested the work.

In addition, Town will pay all expenses incurred by Attorney in any litigation, including, but not limited to, court filing fees, process server fees, expert witness fees, and expenses, investigation costs, court reporter fees, travel expenses, long distance telephone costs, postage, and photocopying charges. The Attorney will not charge for expenses related to office administration, such as secretarial or clerical work. Expenses less than \$1,000.00 will be advanced by the Attorney and then billed to Client. Expenses over \$1,000.00 may be sent directly to the Client for payment at the discretion of the Attorney.

c. Contingency Fee

In litigation wherein the Town is a Plaintiff, the parties to this agreement may negotiate a contingency fee, as opposed to the hourly rate set forth above.

4. MONTHLY STATEMENTS

The Attorney will prepare and deliver monthly bills setting out the time expended and expenses for the preceding month; provided, however, the payment for legal services shall be Seventy-Five Hundred Thousand Dollars (\$7,500) each month, plus, in separate bills, additional fees for any representation of the Town in any lawsuits in which Attorney appears as counsel of record at the request of the Town.

5. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

The Attorney shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest therein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

6. CONFLICT OF INTEREST

The Attorney shall at all times, avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, the Attorney shall immediately notify the Town following discovery of the conflict. The Attorney shall also file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law.

7. INDEPENDENT CONTRACTOR

The Attorney shall perform all services required under this Agreement as an independent contractor of the Town and shall remain at all times as to the Town a wholly independent contractor with only such obligations as are consistent with that role. Neither The Attorney shall not at any time or in any manner represent that it or any of its employees or agents are employees of the Town.

8. INSURANCE

The Attorney agrees to carry and keep in full force and effect during the term of this contract Errors and Omissions coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and shall provide the Town with proof of such coverage in the form of a Certificate of Insurance on an Annual Basis.

9. NON-DISCRIMINATION

The Attorney pledges there shall be no discrimination against or segregation of any person or group on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. AMENDMENT

This Agreement cannot be amended unless such amendment is contained in writing signed by both the Town and the Attorney.

11. SEVERABILITY

If any clause or provision herein shall be adjudged invalid or enforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

12. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third party beneficiary.

13. NON-WAIVER

Failure of either party to this Agreement to insist upon strict compliance by the other party with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or any other terms and conditions of this Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accord with the laws of the State of South Carolina.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Town and the Attorney with regards to all rights, obligations, terms and conditions related to the Town’s contract with the Attorney. This Agreement supersedes any other prior or contemporaneous negotiations or agreements, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed or caused their authorized representatives to execute, this Agreement the 1th day of November, 2022, with an effective date of January 1, 2023.

TOWN OF KIAWAH ISLAND

By: _____
John Labriola, Mayor

ATTEST:

Petra S. Reynolds, Town Clerk

By: _____
Joseph C. Wilson IV, Esquire



TAB 7

TOWN COUNCIL

Agenda Item



Tab | 7

TOWN COUNCIL

Agenda Item

Placer.ai – Property Overview

Property Overview

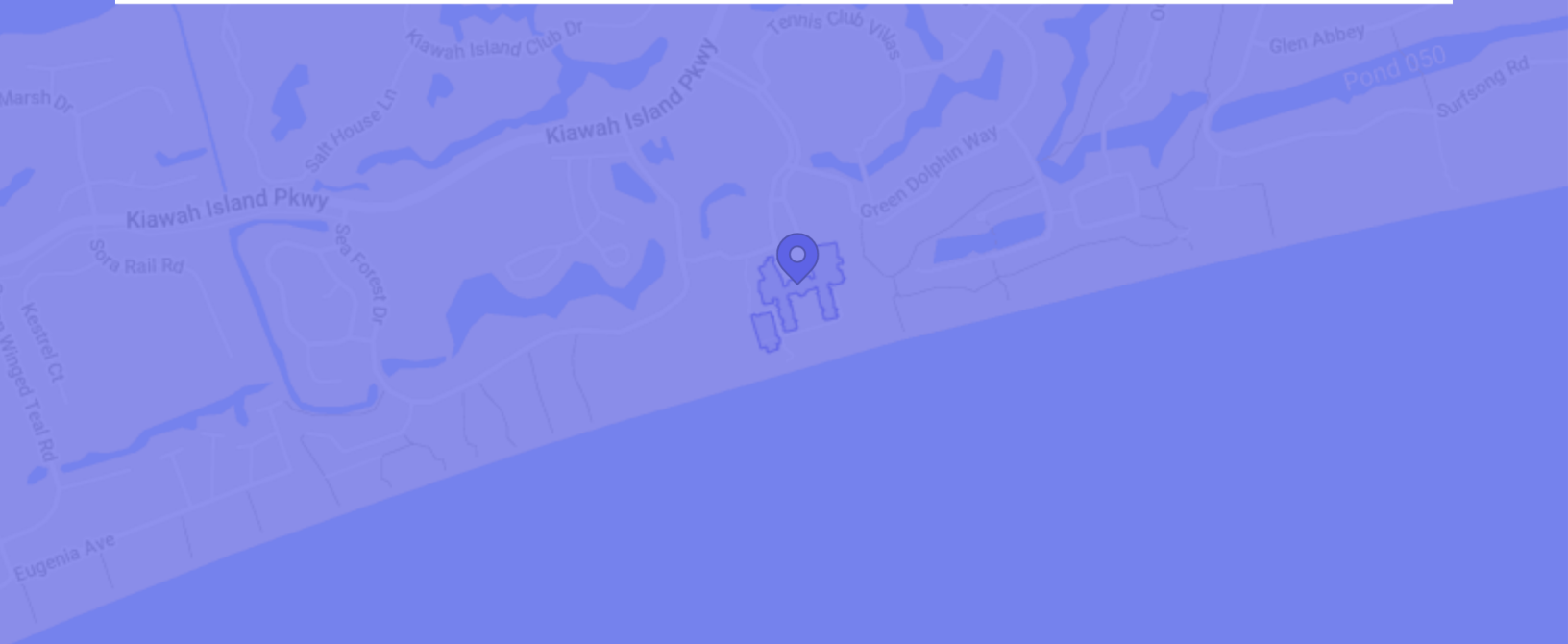
Jan 1, 2017 - Oct 7, 2022

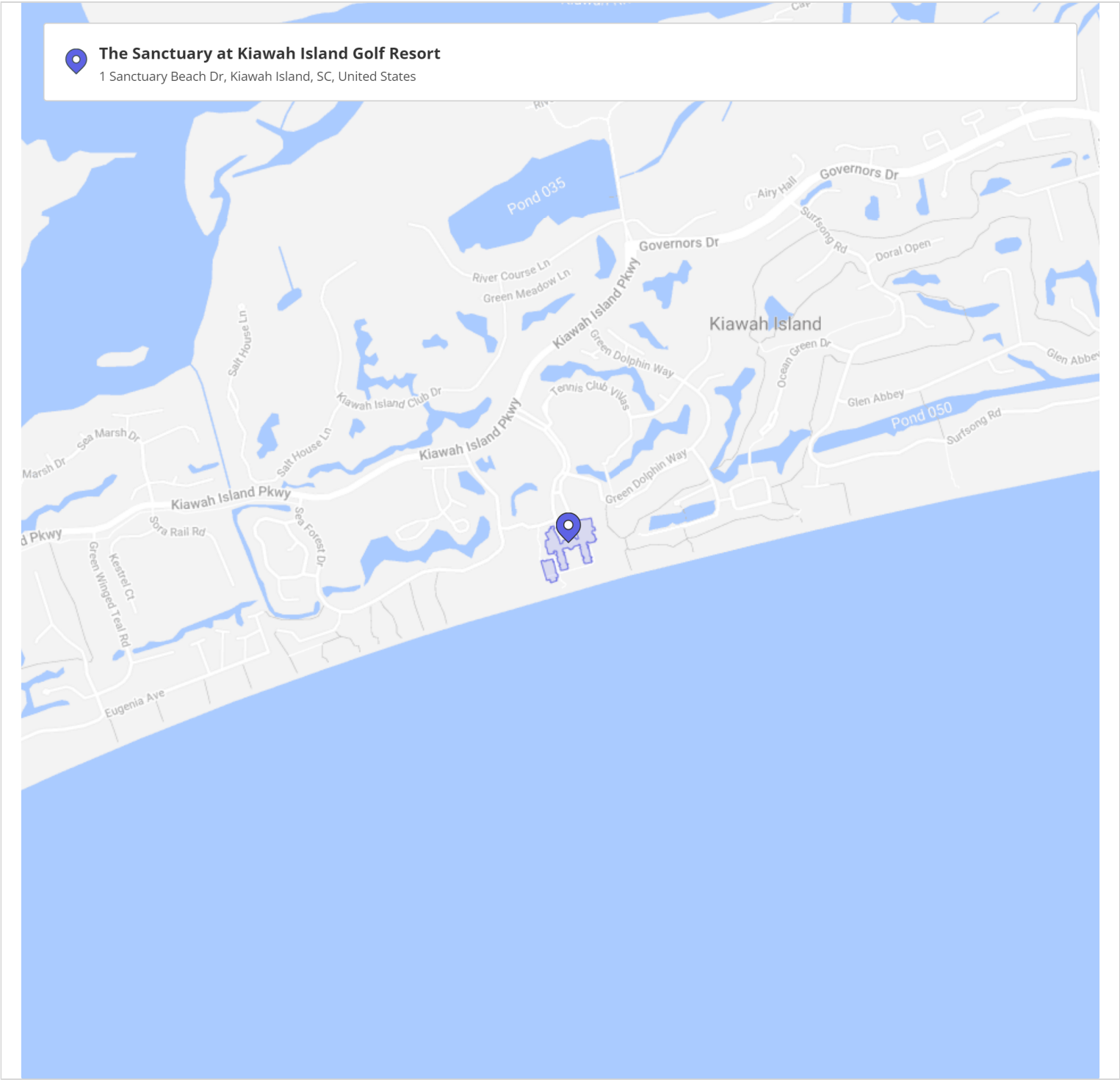
Property:

TS

The Sanctuary at Kiawah Island Golf Resort

1 Sanctuary Beach Dr, Kiawah Island, SC 29455





Metrics

The Sanctuary at Kiawah Isl
1 Sanctuary Beach Dr, Kiawah Island, S

Visits	2.5M	Visit Frequency	9.92
Visitors	253.7K	Panel Visits	73.3K

Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)



Visits Trend

The Sanctuary at Kiawah I
Sanctuary Beach Dr, Kiawah Island,



Weekly | Visits | Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)



Typical Visitor Persona

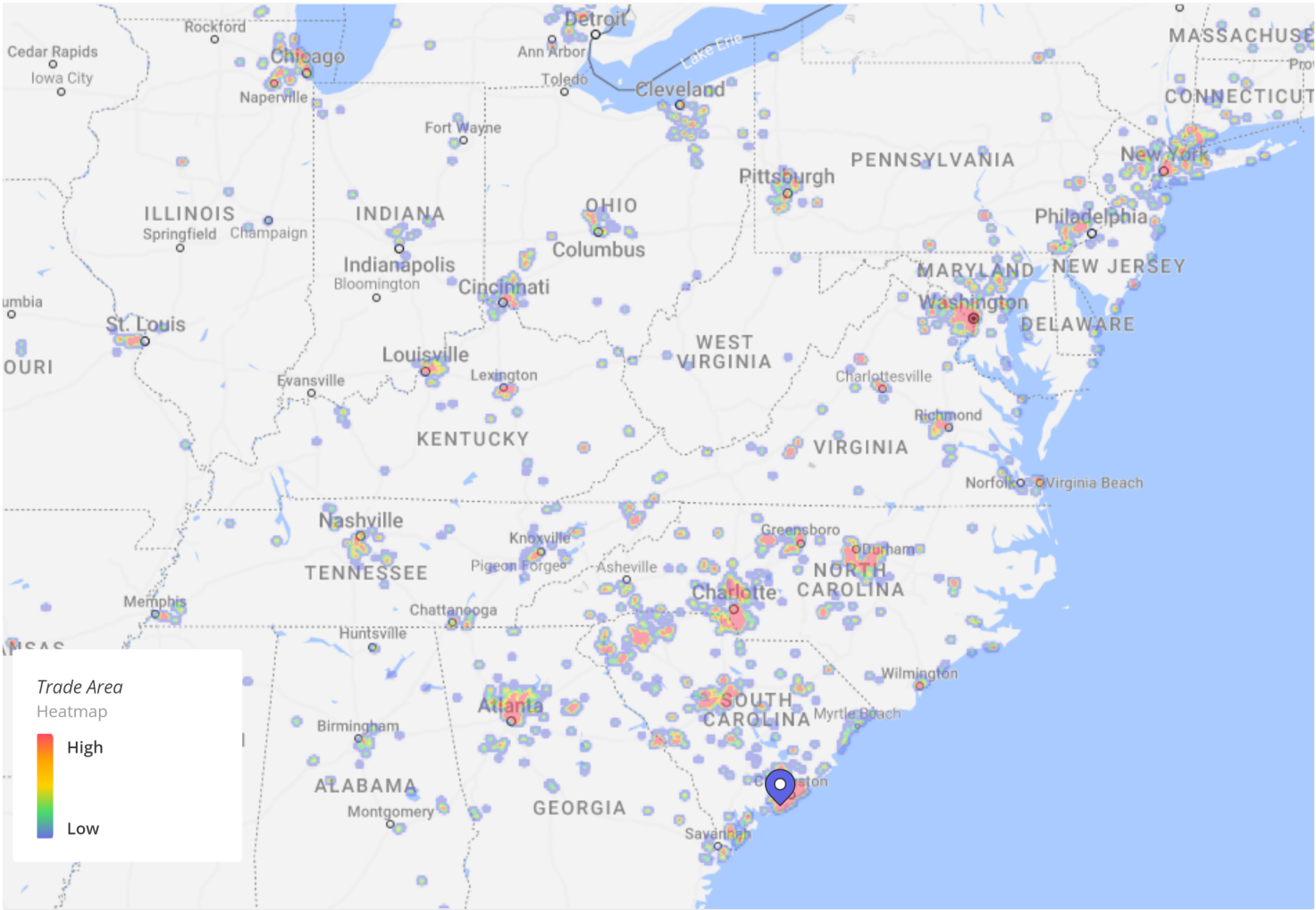
The Sanctuary at Kiawah Island Golf Resort



Ethnicity	White
Income	\$200K

Data provided by Placer Labs Inc. (www.placer.ai)

Market Landscape

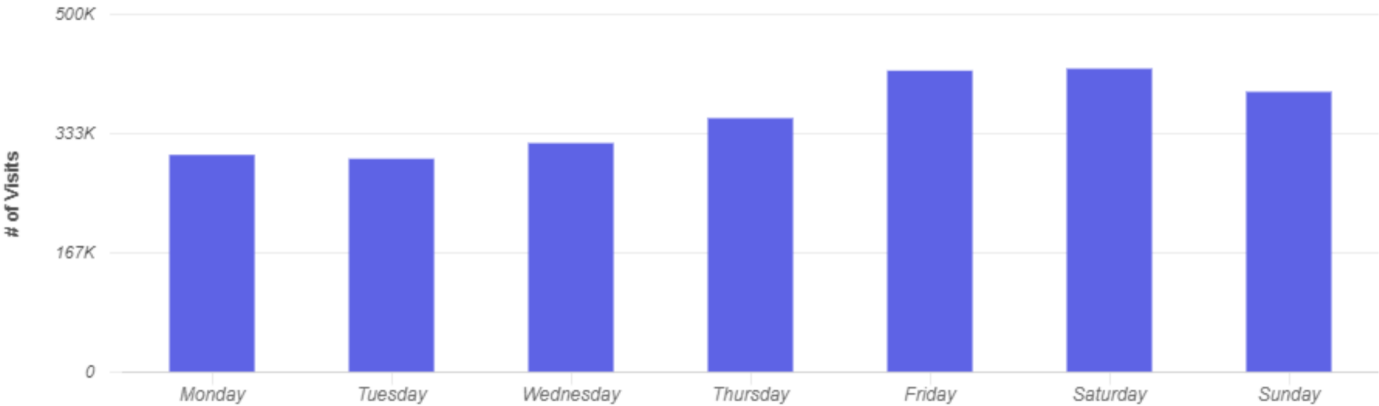


The locations shown are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

The Sanctuary at Kiawah Island Golf Resort | Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)

Daily Visits


 **The Sanctuary at Kiawah I**
1 Sanctuary Beach Dr, Kiawah Island

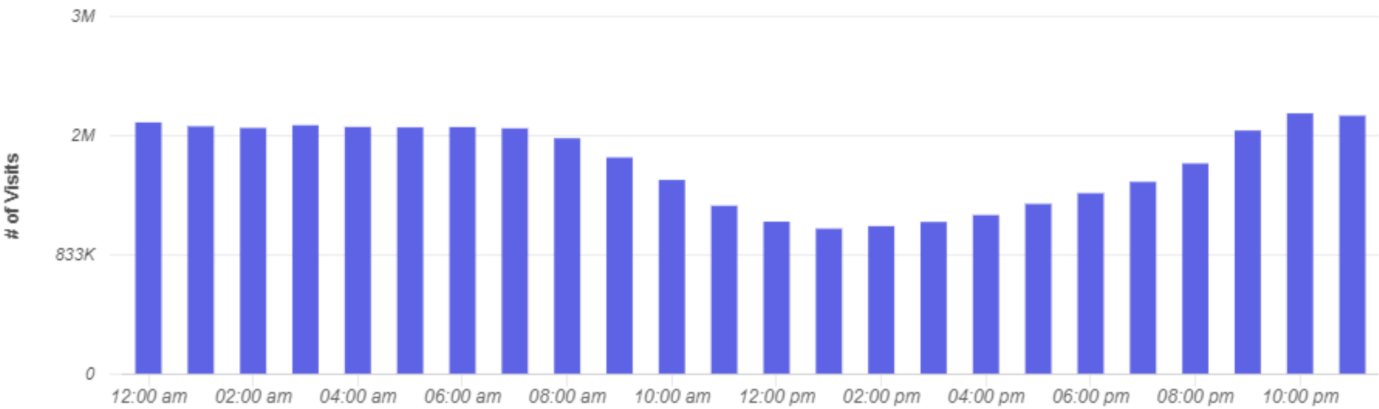


Visits | Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)



Hourly Visits


 **The Sanctuary at Kiawah I**
1 Sanctuary Beach Dr, Kiawah Island



Visits | Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)



Length of Stay

 **The Sanctuary at Kiawah I**
1 Sanctuary Beach Dr, Kiawah Island



Visits | Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)

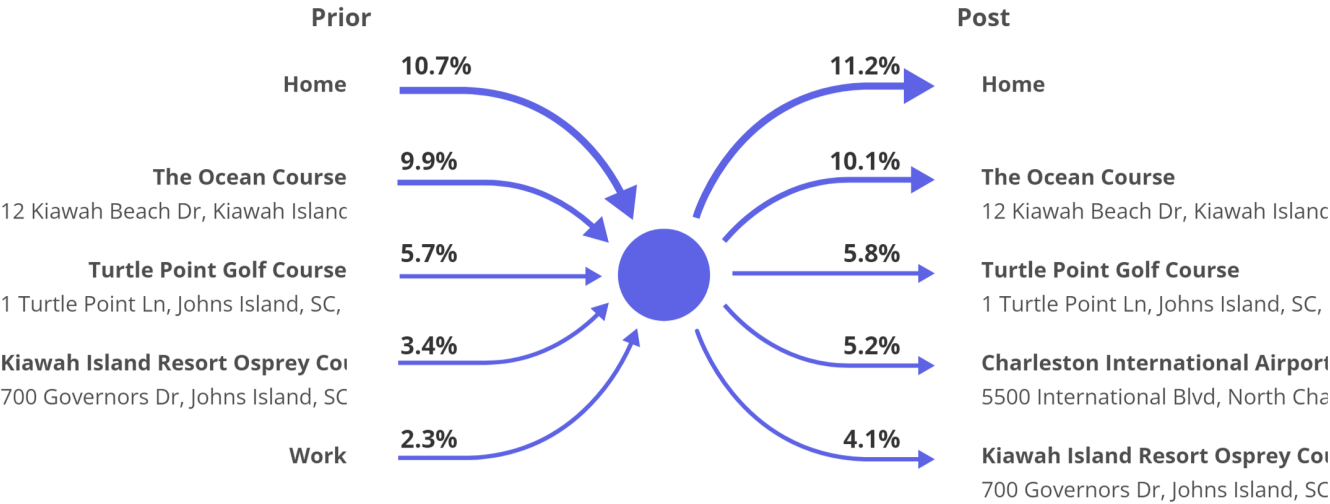
Favorite Places

The Sanctuary at Kiawah Island Golf Resort / Sanctuary Beach Dr, Kiawah Island, SC			
Rank	Name	Distance	Visitors
1	Freshfields Village / 165 Village Green Dr, Kiawah Island, SC 29455	3.3 mi	165.7K (65.3%)
2	Charleston International Airport / 5500 International Blvd, North Charleston, SC 29418	19.6 mi	115.7K (45.6%)
3	The Ocean Course / 12 Kiawah Beach Dr, Kiawah Island, SC 29455	4.1 mi	113.6K (44.8%)
4	Hartsfield-Jackson Atlanta International Airport / 6000 N Terminal Pkwy, Atlanta, GA 30320	260.9 mi	90.3K (35.6%)
5	Harris Teeter / 515 Freshfields Dr., Johns Island, SC 29455	3.3 mi	88K (34.7%)
6	Turtle Point Golf Course / 1 Turtle Point Ln, Johns Island, SC 29455	0.6 mi	78.8K (31.1%)
7	Charlotte Douglas International Airport / 5501 Josh Birmingham Pkwy, Charlotte, NC 28219	187.4 mi	78.7K (31%)
8	Kiawah Island Resort Osprey Course / 700 Governors Dr, Johns Island, SC 29455	2.4 mi	59.6K (23.5%)
9	O'Hare International Airport / 10000 W O'Hare Ave, Chicago, IL 60666	776.6 mi	52.6K (20.7%)
10	LaGuardia Airport / 1 Central Terminal, Queens, NY 11371	661.1 mi	50.1K (19.8%)
11	Bohicket Marina Village / 1880 Andell Bluff Boulevard, Charleston, SC 29455	3.7 mi	47.8K (18.8%)
12	Historic Charleston City Market / 188 Meeting St, Charleston, SC 29401	15.6 mi	46.4K (18.3%)
13	Dallas-Fort Worth International Airport / 2400 Aviation Drive, Dallas, TX 75261	983.8 mi	46.2K (18.2%)
14	Building at 5480 Sea Forest Dr / 5480 Sea Forest Dr, Kiawah Island, SC 29455	0.2 mi	43.5K (17.2%)
15	John F. Kennedy International Airport / 1 Terminal Dr, Queens, NY 11430	656.2 mi	42.9K (16.9%)

Category: All Categories | Min. Visits: 1 | Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)

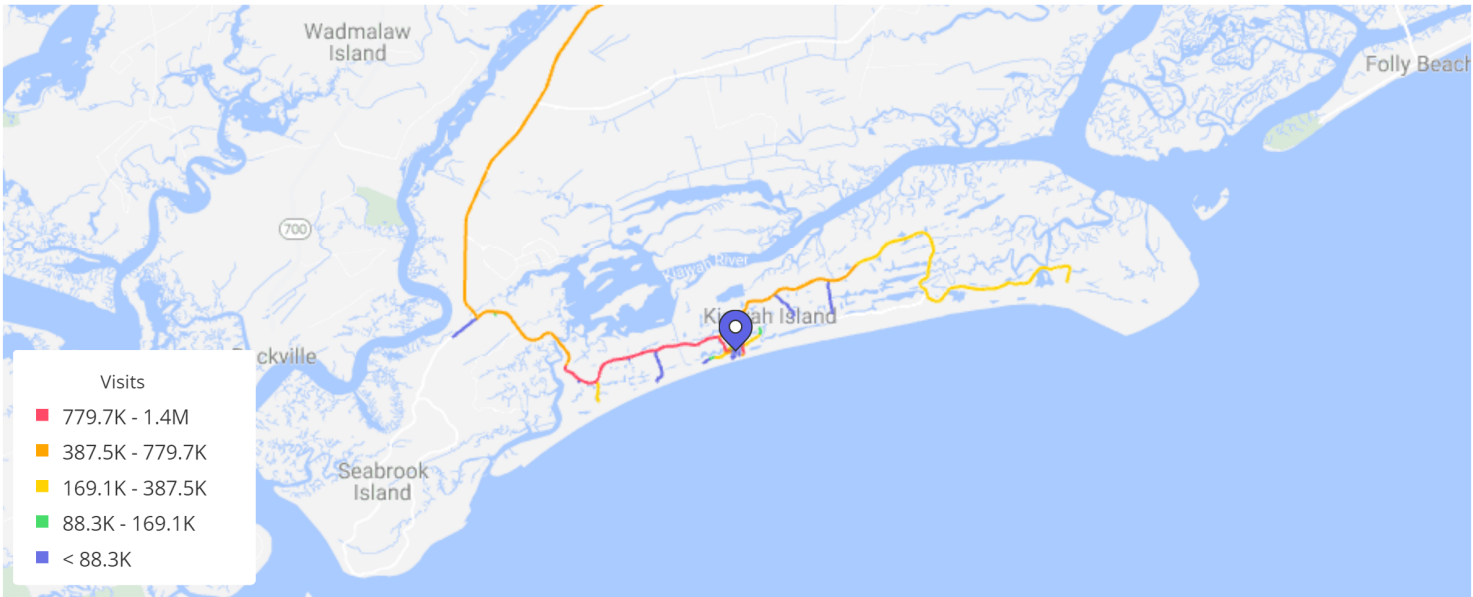
Visitor Journey

- **The Sanctuary at Kiawah Island Golf Resort**
1 Sanctuary Beach Dr, Kiawah Island, SC 29455



Show by: Location | Jan 1st, 2017 - Oct 7th, 2022
Data provided by Placer Labs Inc. (www.placer.ai)

Visitor Journey - Routes





Tab | 7

TOWN COUNCIL

Agenda Item

Placer.ai – Pricing

Pricing – Kiawah Island



Placer.ai

Unlimited Access to the Placer Dashboard:

- Access to all major venues within the United States
- Access to Placer.ai Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts for any location
 - True Trade Areas displaying frequent-visitor-density by home and work locations
 - Visitor demographics, psychographics, interests, and time spent at relevant locations
 - Where visitors are coming from/going to, and along which routes
 - Ability to sort by audience type: visitors, residents and employees
 - Area Analysis showing traffic counts, planned development and crime data
 - Custom Placer Xtra reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats

Premier Customer Support:

- **Ongoing Support:** Your dedicated Customer Success Manager will be with you for the lifetime of the subscription, and will meet with you on a regular basis to discuss your needs, product launches, and ever-evolving use cases
- **Personal Consultation:** Use your CSM to facilitate custom reports and help prepare data for upcoming presentations
- **Knowledge Sharing:** Your CSM will share methods and best practices from their experiences with other customers to help you get the most efficient use out of Placer.ai
- **Platform Training:** Your CSM will provide live, virtual training as needed to ensure you and your team are always equipped understand Placer's platform and data

Pricing/Term:

- 12-MONTH COMMITMENT
- \$15,000/ YEAR PAID ANNUALLY



Tab | 7

TOWN COUNCIL

Agenda Item

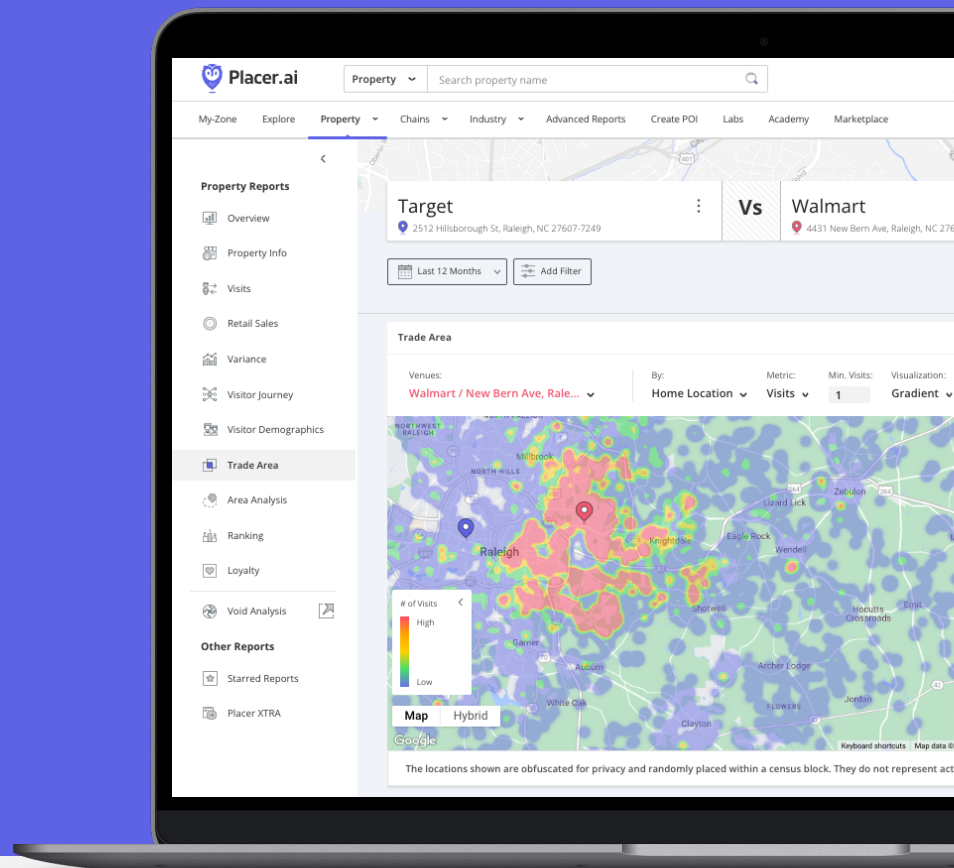
Placer.ai – Civic One



Civic

Drive Economic Success in Your Community

Get location analytics for any city, district, or region to boost economic performance and increase visibility.

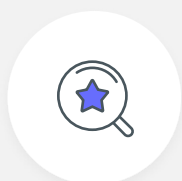


Inform key strategic decisions with foot-traffic data



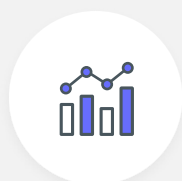
Retailer Attraction

Examine your trade areas & explore the demographic and psychographic traits of your community to identify local business opportunities and attract the right retailers.



Regional Analysis

Demonstrate the performance of public assets & initiatives. Identify your region's strengths and benchmark against similar areas.



Tax Estimation

Correlate visitation with sales tax and revenue potential using near real time data. Measure leakage & identify the businesses that fuel the local economy.



Municipal Planning

Examine the unique needs of residents, visitors, and employees to strategically plan public initiatives, events, and resources.

Loved & Trusted by



Make smarter & faster decisions with [Placer.ai](#)

Try Free

Actionable Insights for your Civic Strategy

Use Placer.ai to



Attract the Right Businesses

Analyze local consumer demand to identify best-fit retailers and illustrate business opportunities with data-driven pitches.



Amplify the Reach of Public Events

Discover the preferences & visitation patterns of residents and visitors to host events that drive growth in your region.



Boost Travel & Tourism

Identify where visitors come from, where they stay, and the sites they visit to increase tourism & support local businesses.



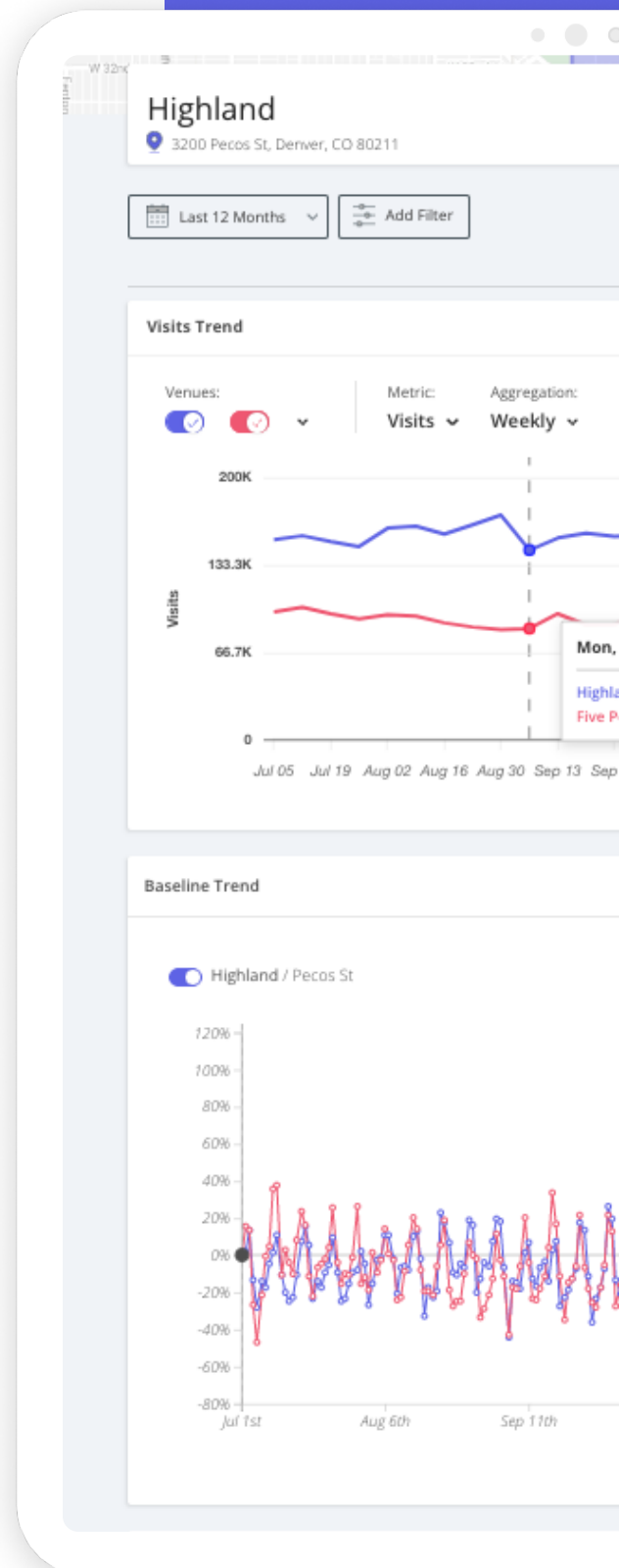
Demonstrate the Success of Economic Initiatives

Measure the impact of capital improvement projects and new public programs with near real-time foot traffic data.



Improve Budgeting & Planning

Leverage visitation data to better estimate sales tax & revenue potential, optimize budgetary plans and public resource planning.



How Placer.ai Works

1 Observe

Anonymized location data from tens of millions of mobile devices used as a core panel

2 Analyze

Accurate and reliable estimations on visitation activity across the entire U.S. population

3 Present

A wealth of detailed reports containing critical insights into what is truly happening offline

www.placer.ai

salesrequests@placer.ai





Tab | 7

TOWN COUNCIL

Agenda Item

Placer.ai – Civic Solutions



Civic Solutions



Placer.ai

Over 300 Civic Clients across the Country

Cities, Counties, BIDs, Economic Development Organizations, Travel and Tourism DMOs, Chambers of Commerce, Downtowns, Conference Centers, etc.



Over 300 Civic Clients

Cities, Counties, BIDs, Economic Development Organizations, Travel and Tourism DMOs, Chambers of Commerce, Downtowns, Conference Centers, etc.



How Civic Leaders Use Placer Data



Retail Recruitment

Leakage Report and Void Analysis to
Target best retailers. Drive revenue
while supporting Local Businesses

Event Analysis

Optimize Marketing
Increase Sponsors and Vendors
Measure Performance

COVID Recovery | ARPA

Identify Economic Impacts
Measure Performance of Efforts
Report on Efficacy of ARPA

Sales Tax Estimation

Correlate Visitation with Sales
Estimate based on history going
back to 2017.

Public Realm and Infrastructure

Identify investment opportunities, and
measure performance of investments
over time.

Marketing & Comms

Attract more people to the District.
Optimize and Measure ROI of
Marketing Efforts.

Reports and Data

Monthly reports
Leakage / Void Analysis
Tourism Analysis
Event Analysis

Travel and Tourism

Know Prime Origin Markets
Know Visitor Preferences
Look at Competitor Locations

Support Local Business

Provide Insights for Marketing
Know the True Trade Area
Get the Right Retail Mix

Attract the Best Fit Retailers

“True Trade Area” showed that customers to businesses had higher incomes than nearby residents, enabling them to tell a more attractive story to developers.



Solution: Retail Analysis and Recruitment Strategy

- ❖ Gap Analysis (STI Gap analysis)
- ❖ Leakage Analysis (Favorite Places) for every retail category.
- ❖ Void Analysis: Property
- ❖ Void Analysis: Area (coming soon!)
- ❖ Trade Area Demographics
- ❖ Traffic volume
- ❖ Virtual Pin expands market profile with commuters and visitors.

Value Propositions

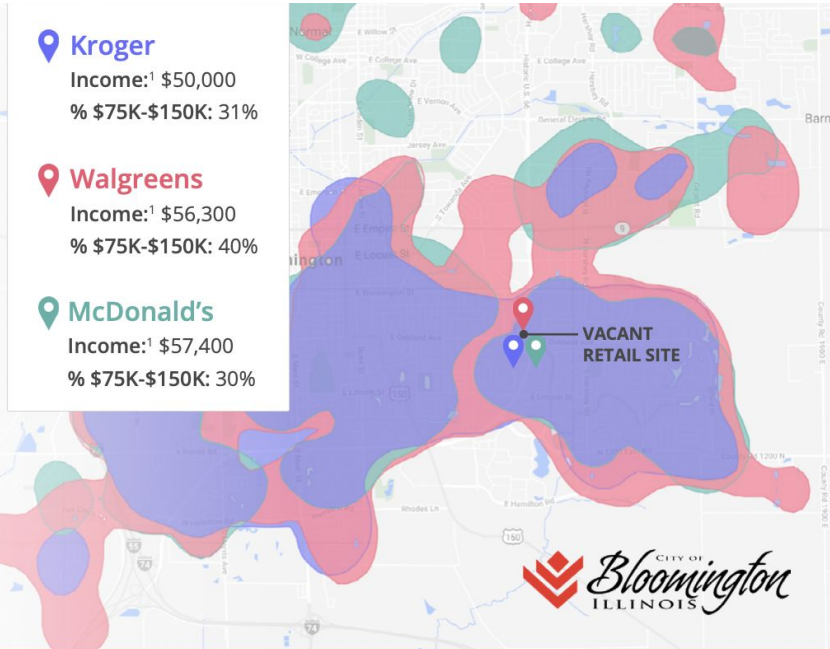
- **Identify** best fit retailer for city or district.
- **Maximize** sales revenue, reduce leakage.
- **Minimize** cannibalization to Support local businesses
- **Drive** cross-shopping to increase overall visitation.
- **Share** data with prospective retailers, tenants, developers.
- **Inform** property and business owners of best options.
- **Inform** economic incentives.
- **Optimize** retail recruitment efforts with real-time data.

Match The Best Retail Sites For Customers

The City of Bloomington, IL leveraged Placer.ai to assist a broker with the leasing of a vacant site. Placer.ai showed that the incomes¹ of a majority of customers to the major retail “anchors” surrounding the vacant site live in neighborhoods² with higher incomes than citywide visitors, residents, and employees, and have high percentages of people earning \$75K to \$150K.

	Visitors	Residents	Employees
Citywide Incomes ¹	\$51,430	\$51,000	\$50,240

Median household income .1
Feb 11, 2020 - Aug 11, 2020, by home location at 70% traffic volume .2



“The City of Bloomington successfully leverages Placer.ai’s real-time data to support retail leasing and drive conversations with prospective tenants.”

Austin Grammer, Economic Development Coordinator

Reveal Effectiveness of Marketing Efforts



Showed effectiveness of Marketing Efforts to attract visitors from further distances, driving Sales Tax in Downtown.

DOWN AUSTINTOWN ALLIANCE

SOLUTION: Visitor Analysis, Marketing Strategy

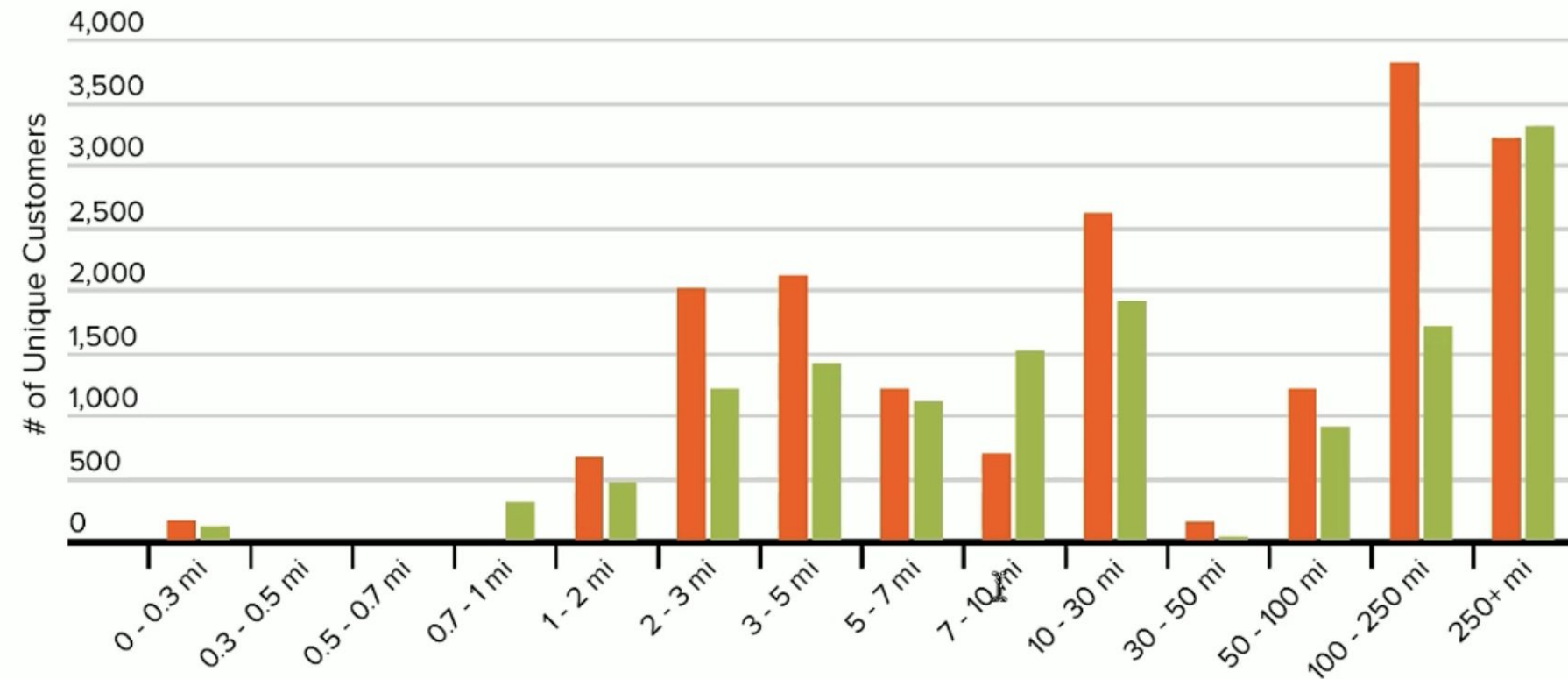
- ❖ **True Trade Area** reveals home locations for visitors to any location on any day.
- ❖ **Visitation** metrics for day of week, dwell time, and peak visit hours.
- ❖ **Variance** shows visitation week over week, month over month, year over year.

Value Proposition

- **Measured** weekday vs. weekend visitation.
- **Optimized** marketing to zips with strong weekend traffic, inviting them to weekday events (parks, galleries, events).
- **Measured** resulting increase to weekday visitation.
- **Correlated** increase in weekday visitors with increased sales tax to reveal efficacy of marketing efforts.

Friday Nights on Red River - June 2021 v. 2019

Miles From District to Home ● 2021 ● 2019



Source Downtown Austin Alliance

Reveal true value of local attractions.



Lone Tree Arts Center showed itself to be a Regional Destination drawing more than 10% of visitors from 'home locations' in 5 different States.



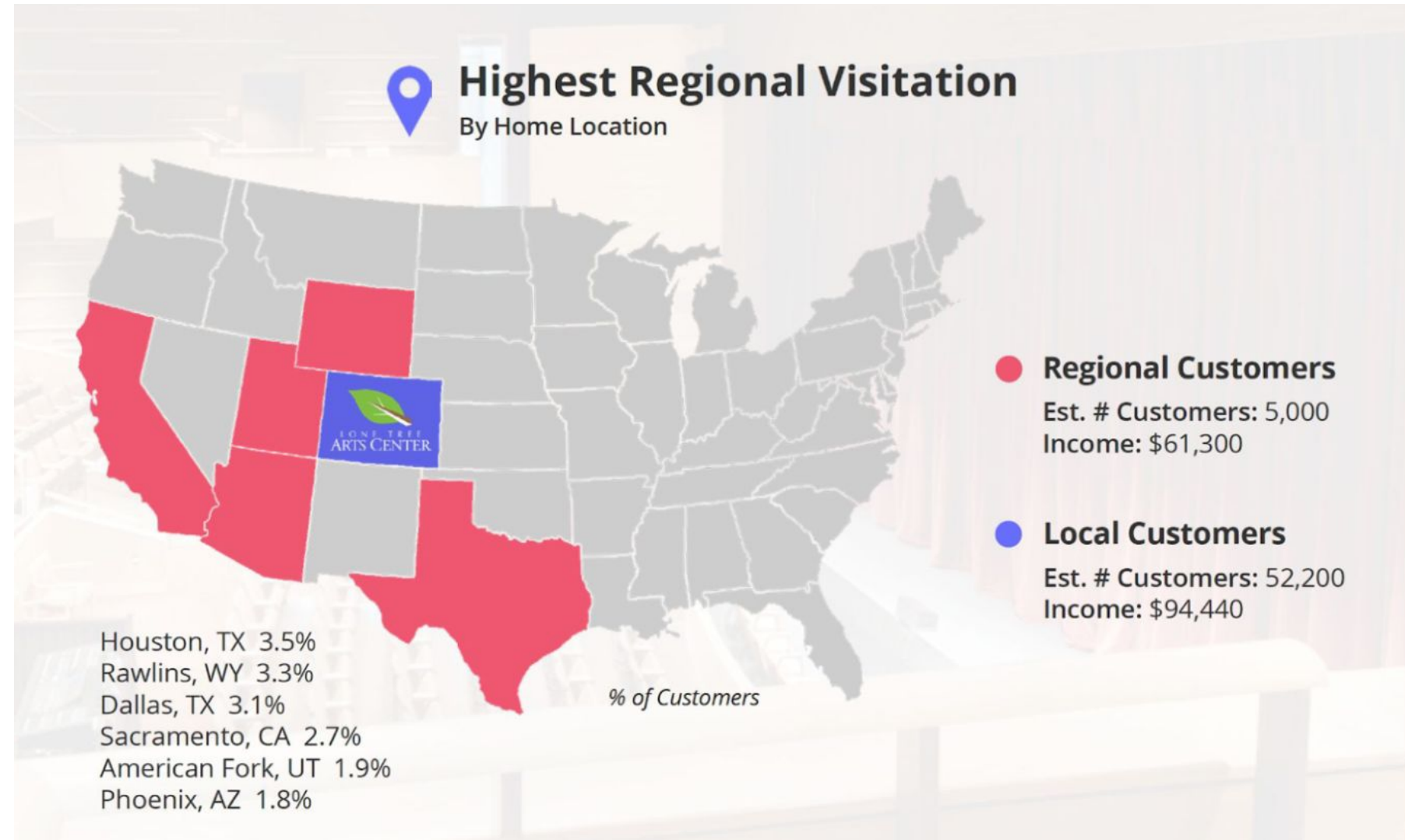
The Lone Tree Arts Center proved that it is a regional destination and boon for the city, as more than 10% of its visitors originate from home distances more than 60 miles away and span 5 states.

SOLUTION: Point of Interest Market Analysis

- ❖ Visitation metrics
- ❖ True Trade Area

Value Propositions

- **Revealed** that 10% of visitors come from cities in Texas, Utah, Wyoming, Arizona, and California.
- **Illustrated** value of Arts Center to local businesses and hotels.
- **Optimized ROI of Marketing Efforts** with insights into local and regional visitors.



Optimize and Measure Local Events

Measure turn out, reveal demographics, attract sponsors and vendors, support local businesses, measure economic impact.



SOLUTION: Event Analysis

- ❖ **Visitation metrics** number of visitors, peak times, home locations. Month over month. Dwell time.
- ❖ **Visitor demographics** Home locations, HHI, brand affinities, consumer preferences.
- ❖ **Visitor Journey** routes, parking areas.
- ❖ **Favorite Places** other locations visited.
- ❖ **Economic Impact:** event visitors contribution to other businesses in the area.

Value Propositions

- **Boost Turnout** with Targeted Marketing - with data going back to 2017.
- **Reveal Attendee Preferences** for retail, dining, apparel etc.
- **Attract Sponsors and Vendors** with data about visitor preferences, income levels.
- **Support Local Businesses** by sharing data about visitor timing, brand preferences, interests.
- **Measure Economic Impact:** Reveal attendee visits to local retailers, restaurants, hotels etc.
- **Share Data:** With business and property owners, government officials, stakeholders etc.

Example



18K
Visitors

Halloween
Event
Oct 26, 2019

Conduct Post-Event Analysis

Show how your event performed relative to average days of the week, and measure visitation performance – down to the hour!



Length of Stay
80 Minutes



Peak Time
2:00PM – 3:00PM



Income¹
\$65,000

1. Median household income.

Discover changes to city or district over time

Changes to residents, visitors, and employees. Align economic development efforts.



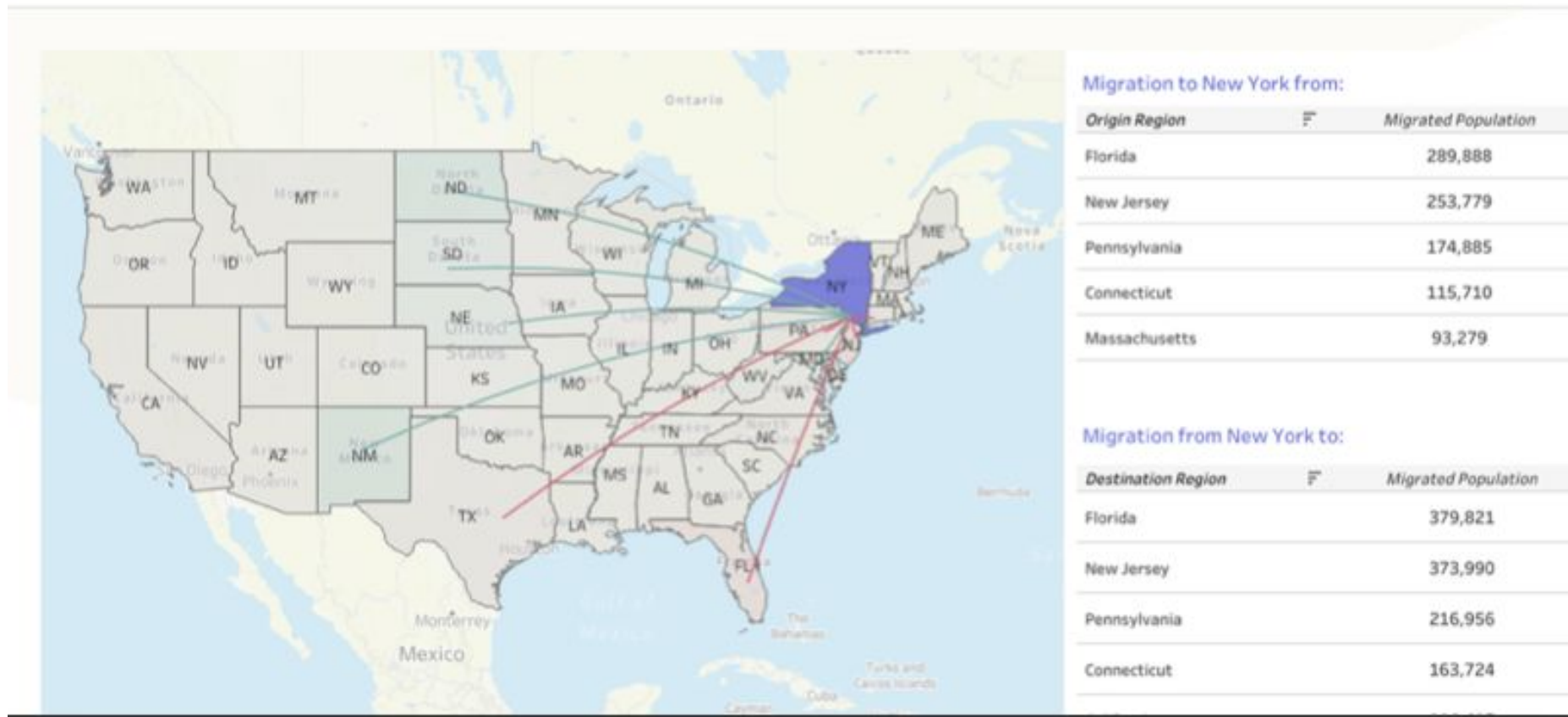
SOLUTION: District Analysis I Migration

- ❖ **Movement of Residents, Visitors, and Employees:** origin location to destination based on time frame.
- ❖ **Demographics and Psychographics**, HHI, brand preferences, favorite places, work locations, home locations, age, ethnicity, race, psychographics.

Value Propositions

- **Get ahead** of changes to retail demand and workforce.
- **Business and Retail recruitment.** Tell the best story to attract employers and retailers.
- **Inform** BID / TIF formation
- **Inform** political districting.
- **Optimize** resource allocation (community benefits, security, transportation etc.)
- **Reveal** the True Market Profile for any district, neighborhood, city, or region.

Migration Trends by State, January 2021



Leakage Analysis (favorite places outside a city or district)

Learn where Residents, Visitors, and Employees shop *outside* your City or District Boundary.

Tell a data driven story to prospective retailers; inform economic strategies.



CITY OF EASTVALE

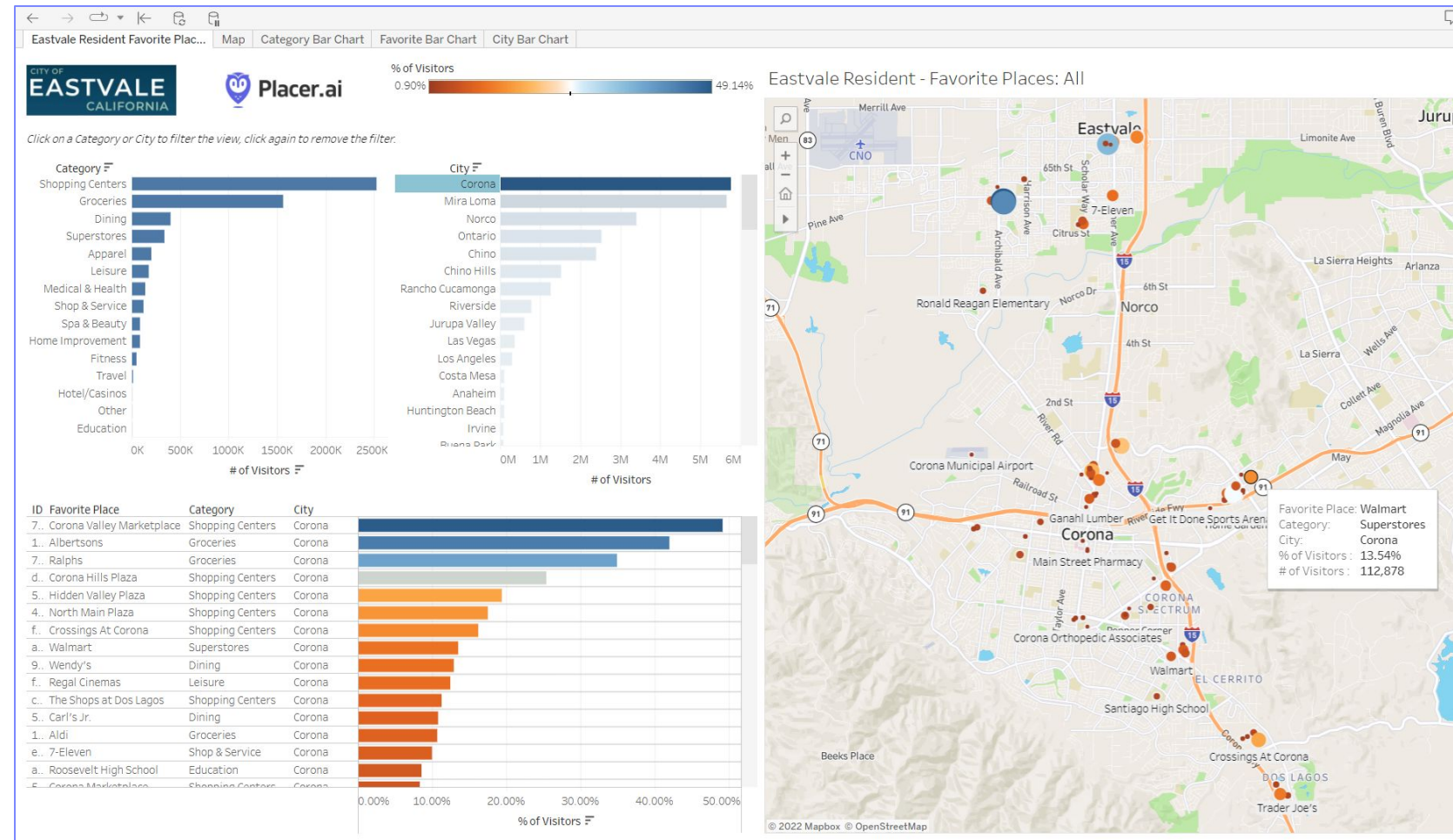
SOLUTION: Leakage Analysis & Recruitment Strategy

- ❖ **Gap Analysis** total leakage amount for every retail category.
- ❖ **Favorite Places:** Top locations *outside the district/city* visited by residents, employees, and visitors..
- ❖ **Visitation metrics** for retail category plus travel and hotel.
- ❖ **Average ticket size** for chain locations.

Value Propositions

- **Learn** which retail categories contribute to leakage.
- **Discover** top venues in other cities visited by residents, visitors, and employees.
- **Estimate** lost sales revenue and tax.
- **Reveal** best fit retailers, restaurants, groceries to recruit to your city/district.
- **Expand your Market Profile** to include buying power of commuters and visitors in your recruitment strategy.

NEW Resident Leakage XTRA Report!



Public Realm



Reveal how changes to streets, parks and open spaces benefit the community, assess ROI and Equity.

Bloomberg Philanthropies

SOLUTION: Public Realm Analysis

- ❖ **Visitation Metrics** before and after intervention: total visits, peak visit times, dwell time, prior and post locations, distance traveled to destination.
- ❖ **True Trade Area** reveals home and work location for visitors.
- ❖ **Favorite Places** reveals locally visited businesses.
- ❖ **Variance** compares month over month and year over year.

Value Propositions

- **Discover** increases to visitation, changes to pedestrian behavior, dwell time etc.
- **Heat maps** illustrate where pedestrians congregate.
- **Measure economic impact** through uptick in visitation to local businesses.
- **Measure equity and access:** Discover home locations, ethnicity, race, gender and distance traveled by visitors.



	Est. # of Visitors	Est. # of Visits
Before:	53.4K	77.5K
After:	68K	97.2K



Analyzing Public Investments (Equity and ROI)



Tell the story of *who* uses public assets, and who benefits from public improvements.

CENTRO
SAN ANTONIO

City of San Antonio was considering a bond measure to raise a few million dollars to upgrade a downtown Park. Debate centered on *who* would benefit from additional investment in downtown.

SOLUTION: Park / Open Space Analysis

- ❖ **True Trade Area:** home and work locations of visitors.
- ❖ **Visitor Journey:** Popular routes. Post and Prior locations.
- ❖ **Visitor Metrics:** Day of week, time of day, peak time, and overall dwell time for venue.

Value Propositions

- **Revealed** visitors to the park came from many neighborhoods throughout city, notably, many lower income districts underserved for parks and tot lots.
- **Heat map** showed weekend usage primarily near tot lots.
- **Discovered** home locations imply that many families with children visit downtown park on weekends.
- **Informed** investment strategy through equity lens.



Optimize Resources, Define the District, Justify Assessments

Predict the best way to allocate resources for marketing, cleaning, safety, and district promotion.



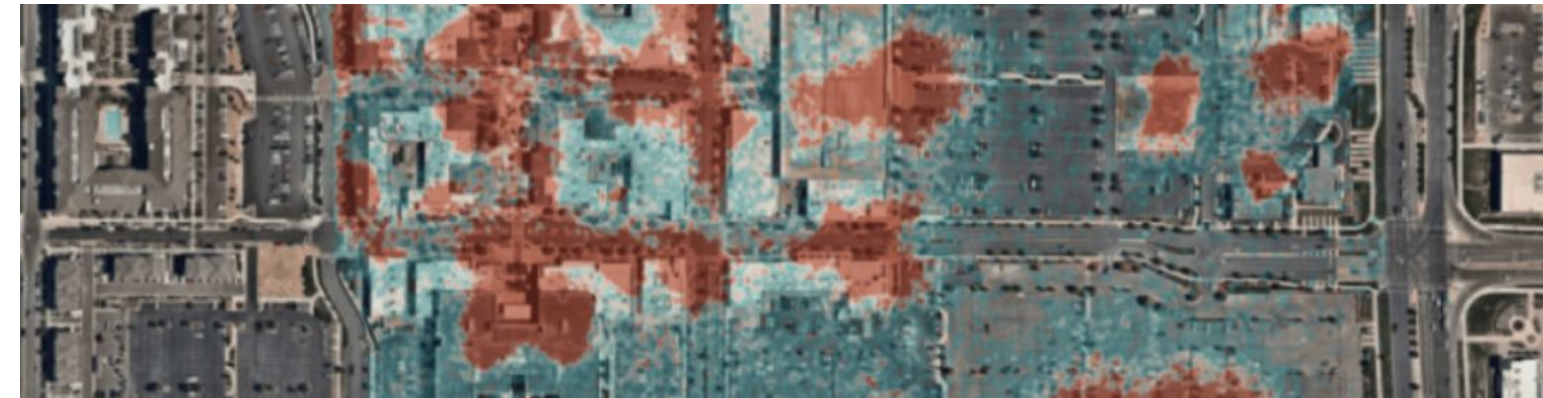
During the peak of COVID in 2020, stakeholders voted to 'end' the assessment for the Tourism Overlay Zone. By Mid 2021, Staff was able to show that visitation was trending toward pre-pandemic numbers, **and the Board re-authorized the assessment to fund increased tourism operations.**

SOLUTION: District Analysis

- ❖ **Visitor metrics** - when is it used? by whom? for how long?
- ❖ **TTA home** and work locations for visitors
- ❖ **Distance** traveled by visitors
- ❖ **Origination by Market XTRA report** reveals home locations of visitors staying overnight in the district.

Value Propositions

- **Revealed** uptick in tourists to the TDOZ in mid 2021, beginning to resemble pre-COVID 2019 numbers.
- **Presented** data to TDOZ property owners
- **Board re-Authorized Assessment** for TDOZ, providing additional money for marketing, security.



Domestic Tourism Recovery: Hollywood Entertainment District, Los Angeles, California

Dec, 2021 Compared To Dec, 2019

Weekly

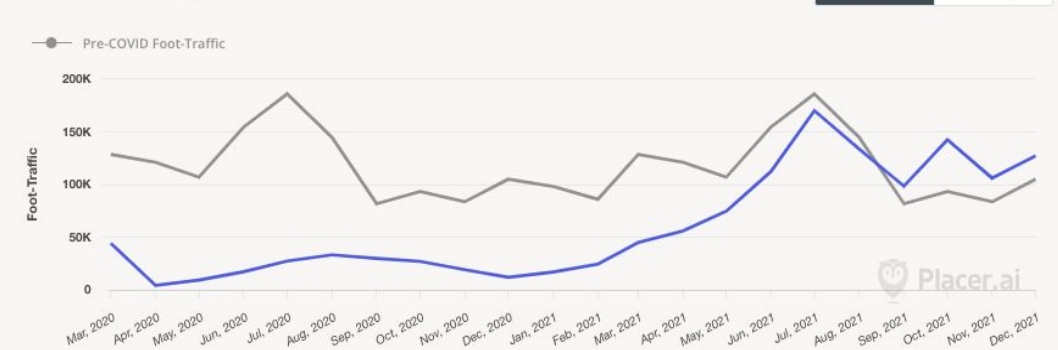
Monthly



Tourism Recovery



Tourism Visits Recovery Over Time



“Bottom line, we had the analytics to demonstrate the compelling case that Board members needed in order to make the difficult decision to re-start the assessment.”

COVID Recovery

Retail and Tourism Recovery for *every* city, county, state, and business district.

SOLUTION: [COVID Recovery Dashboard](#)

- ❖ **Retail and Tourism Recovery score** for every city, county, state and district.
- ❖ **Retail score** by category and Zipcode.
- ❖ **Domestic Tourism** recovery score.

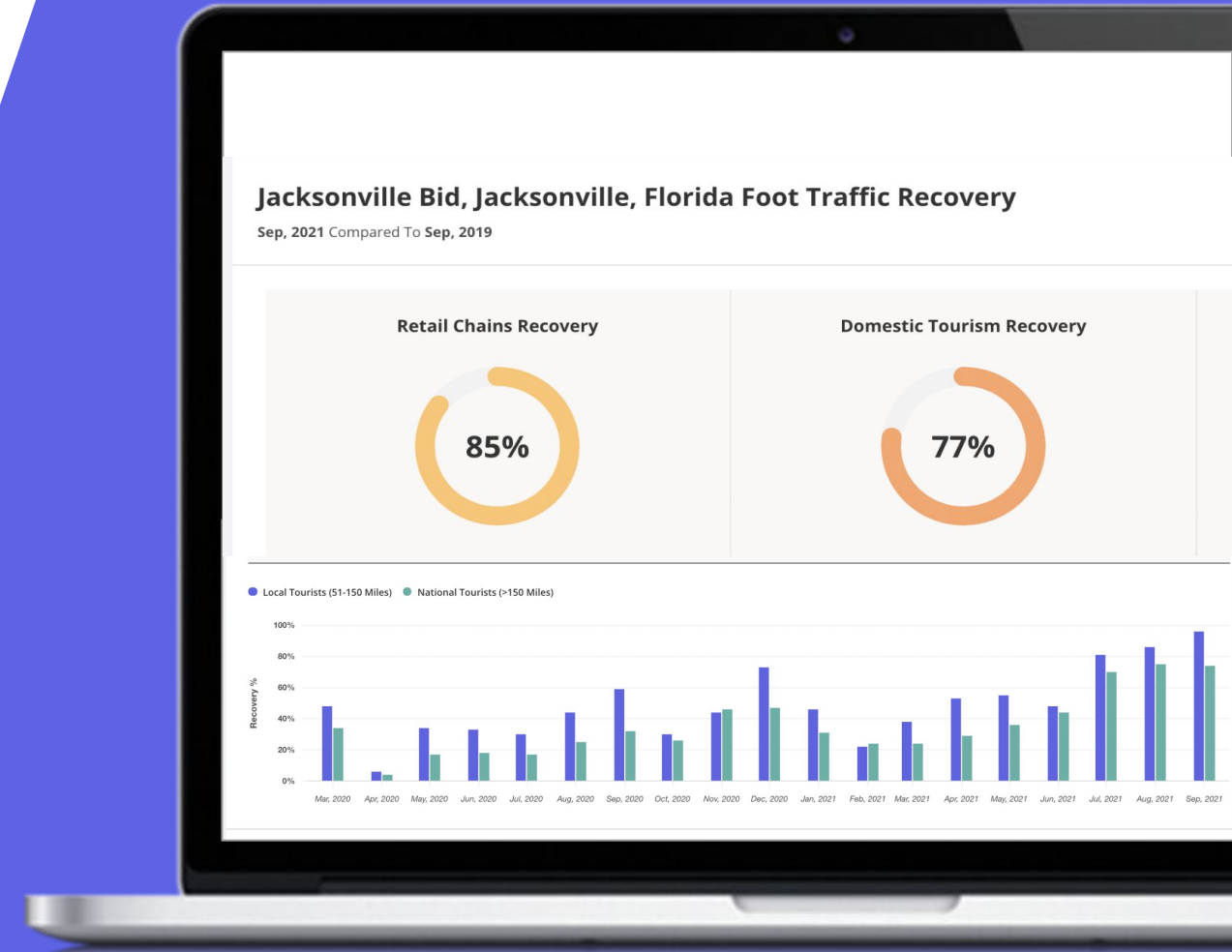
Value Propositions

- **Benchmark** your local economy to 2019 performance.
- **Reveal** which categories are performing well and which continue to struggle.
- **Compare** your score with any other district, city, or county.
- **Reveal Recovery Trends** week over week, month over month, year over year.
- **Share data** with local leaders, board members, stakeholders.
- **Estimate revenue** based on visitation in past quarters and years.

ARPA Compliance

- **Identify** areas of economic impact based on changes to visitation.
- **Support** local businesses, business districts, and tourism efforts.
- **Measure** performance of your investments.
- **Report** the evidence and outcomes resulting from your efforts.

[Access the Placer.ai COVID Recovery Dashboard](#)



Monthly Reports

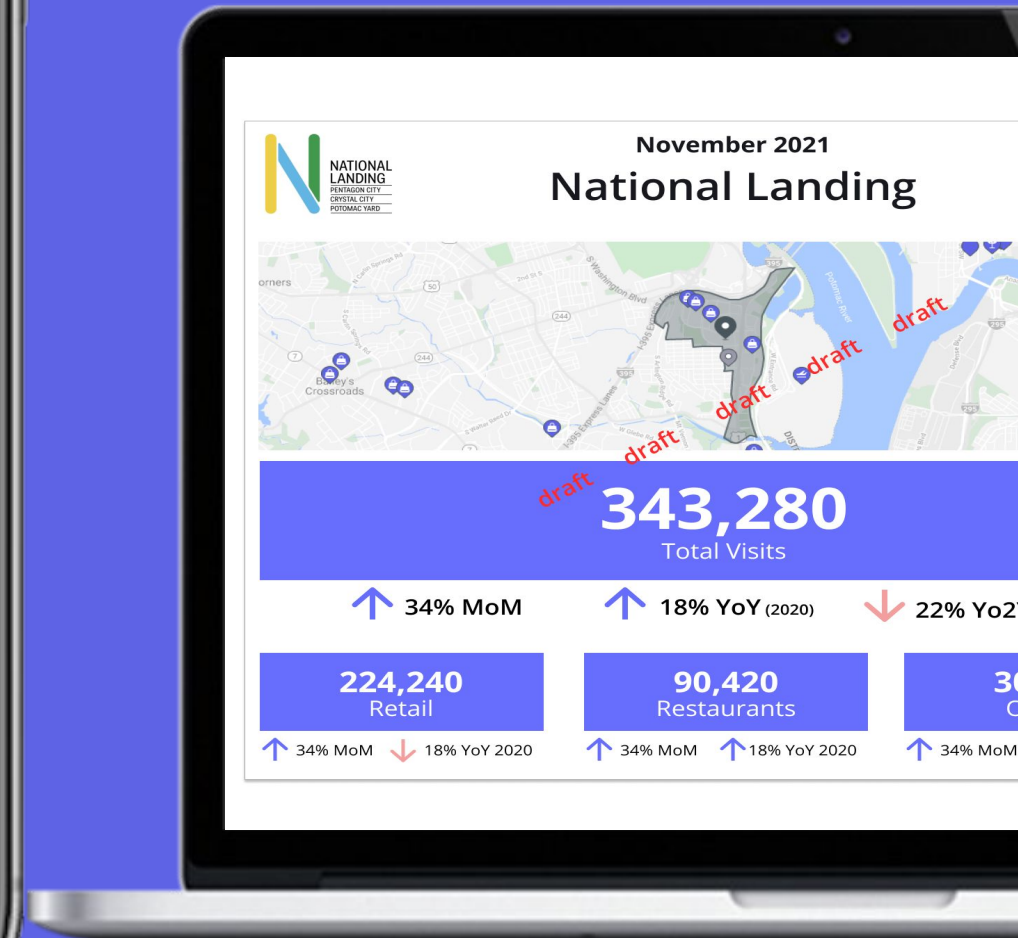
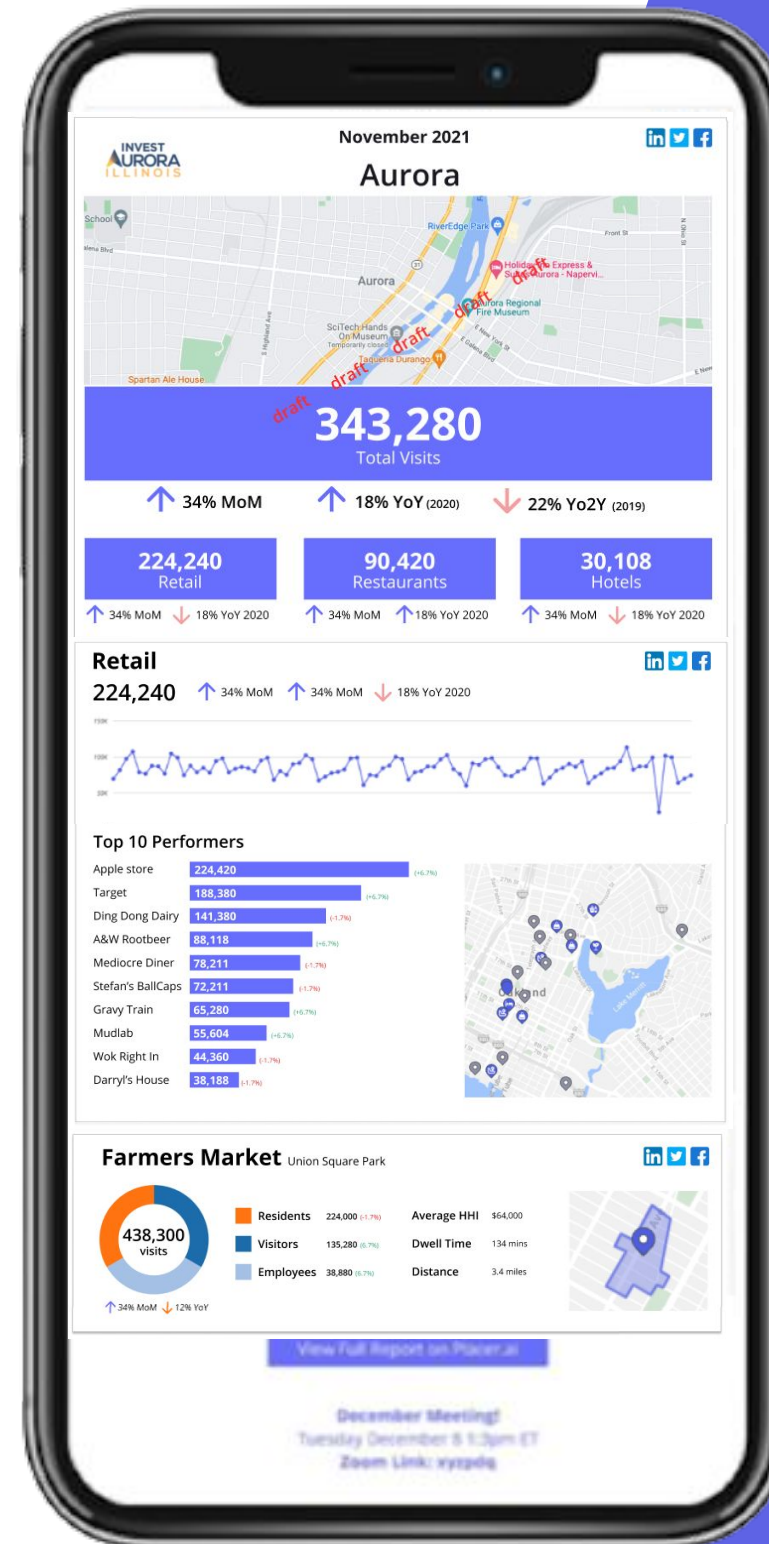
Snapshot of City, County, or District performance *delivered* to your inbox.

SOLUTION: Monthly Report

- ❖ **Overall Metrics** for primary point of interest (could be entire city, district, or venue(s)).
- ❖ **Category Trends** for retail, office, restaurants, hotels.
- ❖ **POI Widget** for any venue, open space, district, group, reveals visitation and trends, week over week, month over month, year over year, and benchmark 2019.

Value Propositions

- **Receive** monthly reports in your inbox.
- **Share data** with local leaders, business and property owners, stakeholders,, real estate professionals, granting agencies, etc.
- **Reveal** top performing retailers, venues, tourist attractions etc.
- **Discover** visitation trends for any location.
- **Customize** monthly report to provide desired data.
- **Promote** content via email, social media, and websites.





Thank you!

sign up for free at placer.ai



Placer.ai



TAB 8

TOWN COUNCIL

Agenda Item

**FOURTH AMENDMENT TO THE AMENDED AND
RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P., ET AL AND
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island and Kiawah Resort Associates, L.P. and its related entities (respectively referred to as “Town” and “Property Owner”), entered into an Amended and Restated Development Agreement on December 5, 2013 (hereinafter the “Agreement”), effective that same date, recorded at Book 0377, Page 802, in the Office of the Register of Deed for Charleston County; and

WHEREAS, the Agreement provides in Section 22 that the Agreement may be amended by the Parties; and,

WHEREAS Section 21 of the Agreement titled “Term of the Agreement” provides, in pertinent part, as follows: “This Agreement shall expire on January 1, 2023. If the Property Owner shall provide to the Town a certification that highland within the Real Property owned by the Property Owner as of January 1, 2016, is 250 acres or greater, the Town and the Property Owner shall enter an amendment to this Agreement extending the term to January 1, 2026....”; and

WHEREAS, the Property Owner previously certified to the Town that highland within the Real Property owned by the Property Owner as of January 1, 2016, was more than 250 acres; and

WHEREAS, per the terms of Section 21 of the Agreement, the Property Owner and the Town entered into the First Amendment to the Agreement on June 4, 2019 changing the Termination Date to January 1, 2026, recorded in the Register of Deeds

for Charleston County at Book 0804, Page 670 with the certification of acreage being attached as Exhibit 1 thereto; and,

WHEREAS, the Property Owner and the Town entered into the Second Amendment to the Agreement on August 6, 2019, recorded in the Register of Deeds for Charleston County at Book 0820, Page 516; and,

WHEREAS, the Property Owner and the Town entered into the Third Amendment to the Agreement on November 3, 2020, recorded in the Register of Deeds for Charleston County at Book 0939, Page 963: and,

WHEREAS, the Property Owner and the Town desire to amend Section 21 again and to amend Section 10 as set forth below.

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to amend, and hereby amend, the Agreement to remove the text of Section 21, rescind the First Amendment, and substitute the following as Section 21:

21. This Agreement shall expire on December 4, 2023. The date of the expiration of the term of this Agreement is the "Termination Date."

The Town and Property Owner further agree to amend Section 10(a) and Section 10(d)(i) as follows:

The first sentence of Section 10(a) is amended to the following:

10. (a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by Section 6-31-10 et seq., the Laws applicable to the Development of the Real Property, subject to this

Agreement, are those in force at the time of the execution of this Agreement. ...

The beginning of the first sentence of Section 10(d)(i) is hereby amended to the following:

(i) The Road Code and Subdivision Regulations of the Town ("Municipal Code, Town of Kiawah Island, South Carolina" Art. 12B and 12C) as of December 3, 2013, shall apply to the Real Property

All other terms, conditions, and provisions of the Agreement as modified by the Second and Third Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment to the Agreement has been entered and enacted this _____ day of _____, 2022.

[Signature pages to follow]

TOWN OF KIAWAH ISLAND

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: _____
John Labriola, Mayor

Attest: _____
Petra Reynolds
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(TOWN)

THE FOREGOING INSTRUMENT was acknowledged before me by the TOWN OF KIAWAH ISLAND, by John Labriola , its Mayor, and Petra Reynolds, its Clerk of Council, this _____ day of _____, 2022.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: _____

PROPERTY OWNER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: Coral Canary GP, L.L.C.
a Delaware limited liability company
(CORP.SEAL)

Its: General Partner

By: _____

Patrick Melton

Its: President

[illegible]

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by Coral Canary GP, L.L.C., a Delaware limited liability company, its General Partner, by Patrick Melton, its President, this _____ day of _____, 2022.

_____(SEAL)

Notary Public for South Carolina

My commission expires: _____



TAB 9

TOWN COUNCIL

Agenda Item



REQUEST FOR TOWN COUNCIL ACTION

TO: Mayor and Town Council
FROM: Craig Harris, Public Safety Director
SUBJECT: STJFD Fire Commissioner
DATE: November 1, 2022

BACKGROUND:

The Saint John's Fire Commission plays a vital role in the workforce and mechanisms of the fire department. The responsibilities oversee the supervision of fire services, management of business policies such as budgets, and practical operation for the department. In addition, the committee establishes the mission and implements measures to achieve that mission. Town of Kiawah Island's residents and property owners are represented on the St. John's Fire Commission by three Kiawah residents: William Thomae, Robert E. Wright, and Stephen Rolando.

ANALYSIS:

Mr. Wright, whose term expires on December 31, 2022, is seeking to be reappointed for an additional four-year term commencing on January 1, 2023. The Public Safety Committee has recommended Mr. Wright's re-appointment to Town Council.

ACTION REQUESTED:

The Public Safety Committee respectfully requests that Town Council recommend to the Charleston County Council the re-appointment of Robert W. Wright to the St. John's Fire Commission for an additional four-year term commencing January 1, 2023.



TAB 10

TOWN COUNCIL

Agenda Item



Memorandum

FROM: Dorota Szubert, Finance Director

SUBJECT: Medical Insurance Premiums

DATE: 10/04/2022

Overview:

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

The Town subsidized a portion of the employee insurance contribution. The contribution rate was based on the single employee's insurance cost. As a result, the coverage for a single employee was at no cost to the employee, and the same subsidy amount was applied to other types of coverage, including employee and spouse/dependents and full family. However, in 2019 for the 2020 rates, the Town Council eliminated the subsidy and implemented a 20/80 payment structure that requires the employee to pay 20% of the total premium, and the Town pays 80%. That structure applies to all coverage types.

For many years PEBA has not increased the employee portion of the medical insurance; however, the employer portion has increased substantially, and therefore the total cost of the premiums has increased. With the higher total premiums, the current structure of 20/80 will cause employees with single coverage to pay higher contributions than the maximum required by PEBA.

ACTION REQUESTED:

The Town Staff is asking Town Council to consider approving the same structure; 20% of the full premium paid by employee and 80% of the full premium paid by the Town with the exception when employee portion is more than 20% therefore will be reduced to the maximum rate required by PEBA. The 2023 PEBA rates are enclosed for your reference.



Monthly insurance premiums for active employees

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

	Standard Plan ¹	Savings Plan ¹	TRICARE Supplement
Employee	\$97.68	\$9.70	\$62.50
Employee/spouse	\$253.36	\$77.40	\$121.50
Employee/children	\$143.86	\$20.48	\$121.50
Full family	\$306.56	\$113.00	\$162.50

	Dental Plus	Basic Dental	State Vision Plan
Employee	\$26.60	\$0.00	\$5.94
Employee/spouse	\$61.42	\$7.64	\$11.88
Employee/children	\$75.76	\$13.72	\$12.76
Full family	\$101.94	\$21.34	\$18.70

Employer contributions

	Health	Dental	Life insurance	Long term disability
Employee	\$463.10	\$13.48	\$0.38	\$3.22
Employee/spouse	\$964.88	\$13.48	\$0.38	\$3.22
Employee/children	\$756.84	\$13.48	\$0.38	\$3.22
Full family	\$1,222.44	\$13.48	\$0.38	\$3.22

¹Tobacco-use premium

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

Life insurance

Optional Life and Dependent Life-Spouse

Your premiums are determined by your or your spouse’s age as of the previous December 31 and the coverage amount. Rates shown are per \$10,000 of coverage. Remember to review your premium, even if you don’t change your coverage levels. Your monthly premium will change when your age bracket changes. Coverage will reduce to 65% at age 70, 42% at age 75 and 31.7% at age 80.

Age	Rate	Age	Rate	Age	Rate
Under 35	\$0.40	50-54	\$1.44	70-74	\$24.22
35-39	\$0.50	55-59	\$2.84	75-79	\$37.50
40-44	\$0.60	60-64	\$6.00	80 and older	\$62.04
45-49	\$0.82	65-69	\$13.50		

Dependent Life-Child

\$1.26 per month; you pay only one premium for all eligible children.

SLTD monthly premium factors

Multiply the premium factor for your age and plan selection by your monthly earnings to determine your monthly premium.

Age preceding January 1	90-day waiting period	180-day waiting period
Under 31	0.00068	0.00053
31-40	0.00094	0.00073
41-50	0.00185	0.00141
51-60	0.00374	0.00287
61-65	0.00449	0.00344
66 and older	0.00549	0.00422

How to calculate SLTD monthly premium

1. Divide gross annual salary by 12.
2. Multiply monthly salary by premium factor above.
3. Drop digits to right of two decimal places; do not round.
4. If number is even, this is the monthly premium.
5. If number is odd, add \$0.01 to determine monthly premium.