

MAYOR:
John Labriola

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Joseph Wilson



MAYOR PRO TEMPORE:
Michael Heidingsfelder

COUNCIL MEMBERS:
Bradley D. Belt
Russell A. Berner

SPECIAL CALL TOWN COUNCIL

Municipal Center Council Chambers

December 19, 2023

Immediately following the Special Call Ways and Means

AGENDA

- I. Call to Order:
- II. Roll Call:
- III. Citizens' Comments (Agenda Items Only):
- IV. Old Business:
 - A. To Consider Approval of **Ordinance 2023-24** - An Ordinance to Amend Article 4, Finance and Taxation, Chapter 3, Municipal Business Licenses to Update the Class Schedule as Required by Act 176 of 2020 – **Second and Final Reading** [Tab 1]
- V. New Business:
 - A. To Consider Approval of **Resolution 2023-06** - A Resolution for the Adoption of the Amended 2023-2024 Charleston Regional Hazard Mitigation and Program for Public Information Plan [Tab 2]
 - B. To Consider Approval of **Resolution 2023-07** - A Resolution for the Adoption of a Framework for Council Related to Matters Outside of Kiawah [Tab 3]
 - C. To Consider Approval of the continuation of Joe Wilson as the Town Attorney for Three Months Starting January 1, 2024, through March 31, 2024, at a rate of \$300/hour. [Tab 4]
- VI. Executive Session:
 - A. Executive Session to receive legal advice regarding the 2013 Amended and Restated Development Agreement and Captain Sam's Spit pursuant to South Carolina Code Section 30-4-70(a)(2).
- VII. Council Member Comments:
- VIII. Citizens' Comments:
- IX. Adjournment:

FOIA: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.



TAB 1

TOWN COUNCIL

Agenda Item

ORDINANCE 2023-24

AN ORDINANCE TO AMEND ARTICLE 4, FINANCE AND TAXATION, CHAPTER 3, MUNICIPAL BUSINESS LICENSES TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.

WHEREAS, the Town of Kiawah is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income; and

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes; and

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office; and

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-14 on December 7, 2021, in order to comply with the requirements of the Standardization Act; and

WHEREAS, the Town of Kiawah Island Town Council now wishes to amend Article 4 - Finance and Taxation, Chapter 3 - Municipal Business Licenses to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association.

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 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act.

Section 2 Ordinance

The Town hereby amends Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses to include amendments to Appendix “A” and Appendix “B” as follows:

Appendix “A” to the Current Business License Ordinance, the “Business License Rate Schedule,” is hereby amended as follows:

8.3 NAICS 517311, 517312, 51722 – Telephone Companies.

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by a separate Ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.6 NAICS 713990 – Billiard or Pool Rooms, all types.

A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business, excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long and \$12.50 per table longer than that.”

Minimum on first \$2,000	\$5.00 or 12.50 per table PLUS
Per \$1,000, or fraction, over \$2,000	\$2.00

Appendix “B” to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth in the attached **Exhibit A**.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.
- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

Section 3 Repealer, Effective Date and Duration

All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND
ON THIS 19TH DAY OF DECEMBER 2023.**

John D. Labriola, Mayor

ATTEST:

Petra S. Reynolds, Town Clerk

1st Reading - December 5, 2023

2nd Reading – December 19, 2023

Exhibit A

Amendment to Classes 1 – 8 in Appendix B of the Current Business License Ordinance

APPENDIX B

Classes 1 – 8: Business License Class Schedule by NAICS Codes

NAICS Sector/Su bsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2

81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.



TAB 2

TOWN COUNCIL

Agenda Item



REQUEST FOR TOWN COUNCIL ACTION

TO: Mayor and Town Council
FROM: Bruce Spicher, Community Service Director
SUBJECT: Regional Hazard Mitigation Plan
DATE: December 19, 2023

BACKGROUND:

The Regional Hazard Mitigation Plan is a compilation of a procedural doctrine authored by the Regional Hazard Mitigation Committee. The regional committee is comprised of members of all the jurisdictions within Charleston County. The plan is updated every five years by the members who serve on the regional committee. Once the committee votes on and approves the updated plan, a copy is sent to the State FEMA office for review and acceptance, before sending the plan to the Office of Homeland Security for final approval.

Adopting the Regional Hazard Mitigation Plan authorizes the Town to submit for hazard assistance, whether through grants, supplies, or personnel.

ACTION REQUESTED:

Staff is requesting that the Town Council adopt Resolution 2023-06.

**A RESOLUTION FOR THE ADOPTION OF THE REVISED CHARLESTON REGIONAL HAZARD
MITIGATION PLAN BY CHARLESTON COUNTY COUNCIL**

Resolution No. 2023-06

WHEREAS the Town of Kiawah Island has experienced the effects of natural and man-made hazard events; and

WHEREAS the Charleston Regional Hazard Mitigation and Public Information Plan Committee has prepared a recommended *Charleston Regional Hazard Mitigation Plan*; and

WHEREAS the recommended *Charleston Regional Hazard Mitigation Plan* has been widely circulated for review by residents / business organizations / professional organizations of the unincorporated and incorporated areas of the Town of Kiawah Island, state, federal, regional, and local government agencies and has been supported by those reviewers; and

WHEREAS the Town of Kiawah Island originally adopted the *Charleston Regional Hazard Mitigation Plan* in 1999 and readopted it in 2004, 2008, 2013, 2017, and 2019 and is required to adopt the amended version of this plan on a five-year cycle for the Town to remain eligible for certain Federal programs in which Charleston County and Town participates, and

NOW THEREFORE be it resolved that

The Charleston Regional Hazard Mitigation and Program for Public Information Plan and all required future revisions from the South Carolina Emergency Management Division and the Federal Emergency Management Agency are hereby adopted as an official plan of the Town of Kiawah Island. While content related to the Town of Kiawah Island may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Town of Kiawah Island to re-adopt any further iterations of the plan; and

The Town of Kiawah Island is recognized as a continuing entity charged with reviewing and maintaining in accordance with the Community Rating System, Flood Mitigation Assistance, Disaster Mitigation Act, and Program for Public Information requirements, and periodically reporting on the progress towards and revisions to the plan to the Town of Kiawah Island.

EFFECTIVE this 5th day of December 2023.

John D. Labriola, Mayor
Town of Kiawah Island

ATTEST:

Petra S. Reynolds, Town Clerk



TAB 3

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

RESOLUTION 2023-07

**A RESOLUTION TO ADOPT THE FRAMEWORK FOR THE TOWN COUNCIL RELATED TO
MATTERS OUTSIDE OF KIAWAH ISLAND**

WHEREAS, the Town has great concern for the matters outside the Town of Kiawah Island; and

WHEREAS, the members of the Town Council have developed a framework regarding the general focus of the Town Council related to projects or matters of concern outside of Kiawah Island; and

WHEREAS, the Town Council has determined that it is appropriate to adopt the attached framework for Council related to matters outside of Kiawah.

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

Section 1 **Resolution**

The Town Council for the Town of Kiawah Island hereby resolves to adopt, and implement, the attached Framework for Council related to matters out of Kiawah.

Section 2 **Effective Date and Duration**

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON
THIS 19TH DAY OF DECEMBER 2023.**

John Labriola, Mayor

Petra S. Reynolds, Town Clerk

FRAMEWORK FOR COUNCIL RELATED TO MATTERS OUTSIDE OF KIAWAH

1. General Focus for the Council:

Projects or matters of concern related to:

- a. Commercial and/or residential development project in our vicinity (see below) that creates concerns (see below) in various magnitudes
- b. Commercial and/or residential development project that also impacts our neighboring municipalities like Seabrook and Johns Island
- c. Other matters like, e.g.:
 - i. traffic or road projects on and onto Johns Island
 - ii. expansion of existing facilities like the Executive Airport or industrial activities on, e.g., Johns Island
 - iii. taxation of municipalities or our citizens
 - iv. environmental concerns (e.g., to waterways or water sheds leading towards the Sea Islands)

2. Proximity of Concern:

Projects or matters of concern should be related and therefore limited to ...

- a. Kiawah Island
- b. Seabrook Island
- c. Besty Kerrison Parkway between Freshfields and River Road
- d. Large commercial and residential developments outside the Urban Growth Boundary (for example the recent Bohicket Development proposal) anywhere on Johns Island

3. Urban Growth Boundary(UGB):

Projects or matters of concern related to planned development projects which either:

- a. appear to violate the UGB
- b. seem to be going too far in size, density, traffic impact, etc., for the boundary of the Charleston UGB in our direct vicinity.

4. Traffic Impact:

Projects or matters of concern creating a significant amount of additional traffic towards and/or from the direct vicinity of Kiawah/Seabrook Islands.

5. Environmental Concern:

Projects or matters of concern creating a concern related to the environment, either, for example, by cutting down valuable maritime forests or grand trees or the creation of large wastewater treatment plants near our watersheds and waterways.

6. Community Need:

Projects or matters of concern that in their proposed size will not serve the needs of the Sea Islands community well enough.

7. Community Support:

Projects or matters of concern with strong enough indications (maybe with the support of a survey like in the case of the putt-putt plan) that the community is not in favor of a development proposal or change in other relevant matters potentially harming our community.

8. Neighboring Support:

Projects or matters of concern that we should address jointly with neighboring municipalities and communities.



TAB 4

TOWN COUNCIL

Agenda Item

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

**AMENDMENT TO THE CONTRACT
SERVICES AGREEMENT FOR TOWN
ATTORNEY SERVICES BETWEEN
JOSEPH C. WILSON, IV AND
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island (“Town”) and Joseph C. Wilson, IV of Wilson Law Firm (“Wilson”) entered into an agreement on November 1, 2022, for the purpose of providing Town Attorney Services for the Town and to render such legal services as are specified in the agreement through December 31, 2023;

WHEREAS, the Town and Willson entered into a subsequent Agreement dated October 24, 2023, attached hereto as Exhibit A (“October 24, 2023 Agreement”), which changed among other terms the rate of compensation for Wilson for the remainder of the contract term through December 31, 2023;

WHEREAS, on December 6, 2023, Wilson provided notice to the Town that Wilson will not seek to renew his contract for 2024, via the Resignation Letter attached hereto as Exhibit B;

WHEREAS, Wilson is willing to continue his work as Town Attorney through the first Town Council meeting held in April of 2024, and the Town desires for him to do so as to allow the Town time to identify a suitable replacement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto amend the October 24, 2023 Agreement in the following particulars:

1. **EXTENDED TERM:** Section 5 of the October 24, 2023 agreement shall be deleted in its entirety and replaced with the paragraph below:

“5. TERM AND TERMINATION

The term of this Agreement shall commence upon signing and continue through the date of the first regularly scheduled Town Council meeting held in April of 2024, and shall terminate immediately thereafter.”

2. **COMPENSATION RATE:** Commencing on January 1, 2024, the compensation rate for Wilson’s duties listed in Section 3(a), and (b) of the October 24, 2023 Agreement shall be Three Hundred Dollars (\$300.00) per hour. The remaining portions of Section 3 of the October 24, 2023 Agreement shall remain unchanged.

In case of conflict between the provisions of the October 24, 2023 Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on _____ day of December 2023.

WITNESSES

TOWN OF KIAWAH ISLAND

By: John D. Labriola, Mayor

**JOSEPH C. WILSON, IV, WILSON LAW
FIRM**

By: Joseph C. Wilson, IV

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

This amended **CONTRACT SERVICES AGREEMENT FOR TOWN ATTORNEY SERVICES** (the "Agreement") is effective as of **October 24, 2023**. It will apply to all bills from **September 2023 forward**, by and between Joseph C. Wilson, IV of Wilson Law Firm (hereinafter the "Attorney") 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. On November 1, 2022, the Ways and Means Committee recommended to the Mayor and Council that this proposed Contract Agreement for Municipal Legal Services be considered by the Mayor and Council, which approved this Contract Agreement on November 1, 2022.
- B. That Contract Agreement allowed the Attorney to request a mid-year review if his hours were substantially greater than 50 hours a month and also allowed the Attorney to seek a bonus for those additional hours. The attorney's time through May of 2023 was, on average, substantially greater than 50 hours a month, so in May of 2023, the Attorney requested a review of the Agreement's payment terms. Specifically, in July of 2023, the Attorney asked that an hourly rate of \$200 an hour be adopted rather than a flat rate due to the inability of the parties to predict the amount of time that would be required of Attorney.
- C. Following Attorney's request for the allowed mid-year rate review, the Town has sought to address other terms contained in the existing Agreement, and the Attorney has agreed to consider amending those terms mid-year as well. The Town's first proposal was provided in August of 2023. Since that time, the Town has provided several new versions of a proposed new Agreements.
- D. On August 28, 2023, the Ways and Means Committee recommended to the Mayor and Town Council that the current Contract Services Agreement for Town Attorney Services with Joseph C. Wilson IV, that the compensation rate be amended, which was approved by Town Council on September 5, 2023. However, at that time Council wanted to amend some additional terms to the new Agreement. Attorney agreed to those terms.
- E. On October 3, 2023, the Ways and Means Committee again considered the Agreement for recommendation to the Mayor and Town Council and again identified additional amendments to the Town Attorney Services Contract with Attorney. As a result, Council again tabled consideration of the Amended Agreement.
- F. On October 24, 2023, the Ways and Means Committee approved and recommended additional amendments to the Town Attorney Services Contract with Joseph C. Wilson, IV, to the Mayor and Town Council.

- G. On October 24, 2023, the Town Council reaffirmed the \$200 an-hour approved rate and approved that the Attorney will submit monthly expenses to the Town to be reimbursed. In addition, the Town Council approved keeping the terms and conditions of the executed January 1, 2023, contract intact with only the changes in compensation and monthly expense cost.

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

The compensation rate for Wilson's performance of all duties listed in section 2(A) above ("Core Duties") shall be Two Hundred Dollars (\$200.00) per hour. Invoices for the performance of Core Duties will include an itemized description of the work performed so that invoiced expenses can be attributed to different tasks approved by the Mayor or the Town Administrator. Invoices will bill the performance of Core Duties in increments of one-tenth of an hour, rounded off to the nearest one-tenth of an hour.

The Town also agrees to reimburse Wilson monthly expenses for payment of general office expenses, including but not limited to copy costs, mail, telephone costs, research service fees, and mileage within the Tri-County area at the federal mileage rate.

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.

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 itemized monthly bills setting out the time expended and expenses for the preceding month; provided, however, the payment for legal services shall be Two Hundred Dollars (\$200.00) per hour, 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. **TERM AND TERMINATION**

The term of this Agreement shall be effective from January 1, 2023, through December 31, 2023, and year to year thereafter unless terminated by either party as specifically provided in this Agreement.

The Attorney or the Town may terminate this Agreement at any time upon giving SIXTY (60) days written notice of termination to the other. In the event the Town provides such written notice of termination, the Town in its discretion may elect to pay the Attorney an amount equal to the Attorney's compensation earned for the SIXTY (60) day notice period with the written notice in lieu of having the Attorney continue working for the Town after such written termination notice is received. However, should the Town elect to have the Attorney continue working during the SIXTY (60) day notice period, then the Town shall pay the Attorney the compensation as provided herein through to the termination date.

6. **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.

7. 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.

8. 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 nor the Town shall at any time or in any manner represent that the Attorney or any of its employees or agents are employees of the Town.

9. 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.

10. 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.

11. AMENDMENT

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

12. 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.

13. 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.

14. 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.

15. GOVERNING LAW


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

16. 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.

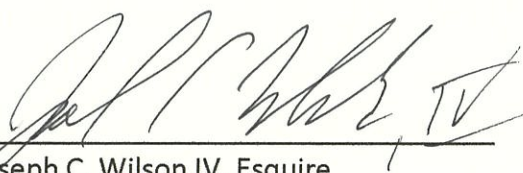
IN WITNESS WHEREOF, the parties hereto have executed or caused their authorized representatives to execute, this Agreement the 24th day of October, 2023, with an effective date of September 1, 2023.

TOWN OF KIAWAH ISLAND

By: 
John Labriola, Mayor

ATTEST:


Petra S. Reynolds, Town Clerk

By: 
Joseph C. Wilson IV, Esquire



JOSEPH C. WILSON, ATTORNEY AT LAW

MUNICIPAL & LITIGATION ATTORNEY

Licensed In SC, GA And FL

PO BOX 178, Folly Beach SC, 29439

c. 843.834.2390

joew@kiawahisland.org

www.follybeachlaw.com

December 6, 2023

VIA EMAIL (stillerson@kiawahisland.org)

Stephanie Tillerson
Town Administrator
Town of Kiawah Island

Re: 2022 Proposed Contract for Attorney Services

Dear Stephanie:

Please accept this letter as notice that I will not be seeking to renew my contract with the Town of Kiawah Island for 2024. I will of course work under my existing contract until it terminates on December 31, 2023.

I recognize that the Town will not be able to issue an RFP and retain a new attorney in December. If council wishes, I am happy to remain as the Town Attorney until a new attorney is appointed and assist in the transition to the new Town Attorney.

For any work performed by me for the Town after December 31, 2023, I will continue to work under the existing contract with an adjusted rate of \$300 an hour for all work performed for the Town (general work and litigation work), plus expenses as set forth in the existing contract. I am also willing to discuss continued work for the Town after a new Town Attorney is appointed if there is interest in that, whether it be for pending litigation, specific issues that I have been working on, or a second opinion.

It was a pleasure and a privilege to represent the Town during my tenure as Town Attorney. The Town is very well represented by a staff that has consistently impressed me with their dedication, qualifications, and ability to serve the residents and visitors to Kiawah. It was a joy working with you and the rest of staff, and I have some reticence about losing all of you as colleagues. I wish you the best, and I hope you will feel free to reach out if you ever need legal advice or just a sympathetic ear.

Kind regards,

Sincerely,

Joseph C. Wilson, IV