

Mayor

John. D. Labriola

**Council Members** 

F. Daniel Prickett Vacant John Moffitt Vacant

<u>Town Administrator</u> Stephanie Monroe Tillerson

#### **WAYS & MEANS COMMITTEE MEETING**

Kiawah Island Municipal Center Council Chambers November 1, 2022; 12:30 pm

#### **AGENDA**

I.	Call to Order:	
II.	Pledge of Allegiance	
m.	Roll Call:	
IV.	Approval of Minutes:  A. Special Call Ways and Means Committee Meeting of October 4, 2022	[Tab 1]
V.	Citizens' Comments: (Agenda Items only)	
VI.	Old Business: None	
VII.	<ul> <li>New Business:</li> <li>A. Review and Recommendation to Town Council for Approval of the Contract Agreement for Municipal Legal Services</li> <li>B. Review and Recommendation to Town Council for Approval of contract with Placer</li> </ul>	[Tab 2] [Tab 3]
VIII.	Chairman's Report:	
IX.	Treasurer's Report:  A. Budget Report for the First the Three Months Ended 9/30/2022	[Tab 4]
х.	Citizen Comments:	
XI.	Committee Member's Comments:	
XII.	Adjournment:	



## Agenda Item

#### SPECIAL CALL

#### WAYS & MEANS COMMITTEE MEETING

## Kiawah Island Municipal Center Council Chambers October 4, 2022; 1:30 pm

#### Minutes

- I. Call to Order: Chairman Prickett called the meeting to order at 1:30 pm.
- II. Pledge of Allegiance
- III. Roll Call:

**Present at Meeting:** Dan Prickett, Chairman

John D. Labriola, Mayor

John Moffitt, Councilmember

**Also Present:** Stephanie Tillerson, Town Administrator

Dorota Szubert, Finance Director

Chris Makowski, Communications Manager

IV. Approval of Minutes:

A. Special Call Ways and Means Committee Meeting of September 6, 2022

Committee Member Moffitt made a motion to approve the minutes of the September 6, 2022 Special Call Ways and Means Committee meeting. Mayor Labriola seconded the motion, and it was unanimously approved.

V. Citizens' Comments: (Agenda Items only)

None

VI. Old Business:

None

#### VII. New Business:

**A.** Review and Recommendation to Town Council for Approval of the State ATAX Funding Amounts

Ms. Szubert stated the State ATAX Committee met in September for the second time to consider applications for the approximately \$1,000,000.00 in leftover funding.

Ms. Szubert stated that the five application requests totaled \$346,500.00. Four applicants were funded earlier in the year, with one new applicant requesting funding to promote the history of Kiawah Island. After the applicant presentations, the SATAX Committee members individually vote on each application. The votes are then averaged to obtain a funding recommendation amount that the SATAX committee approves.

Ms. Szubert stated that following the approval, it was discovered that an error had been made when averaging the votes for the recommended amount on the Town application. The SATAX Committee voted to approve full funding of \$20,500.00, but the amount should have been \$10,667.00.

Committee members discussed the recommendations with Committee member Moffitt suggesting that the applications from the Andell Inn, Golf Resort, and the Town be fully funded. In further discussion of the Riesenberg application, Committee Members agreed that the application, while a good idea, was not tourism related.

Committee Member Moffitt made a motion to recommend to Town Council to fully fund the applications from the Andell Inn, Golf Resort, and the Town and not fund the application from Ms. Riesenberg. Mayor Labriola seconded the motion.

Mayor Labriola stated that the issue of history is of paramount importance and encouraged Ms. Tillerson to work with Ms. Riesenberg to obtain funding to keep her project moving forward.

#### Following the discussion, the motion was unanimously approved.

**B.** Review and Recommendation to Town Council for Approval of contract with Lou Hammond Group

Mr. Makowski stated in June 2022, Town Council approved a 3-month contract with Lou Hammond Group (LHG) to provide consulting services for the Town and its Communications Department. With the 3-month contract ending on September 27, 2022, the Communications Department would like to continue the partnership with the Lou Hammond Group.

Over the last three months, the LHG worked with the Town's Communications team on pushing out communication materials related to The Cape, Capt. Sams Spit, the Development Agreement, Arts Council RFP, Andell West, and other communication topics that arose during the three-month period they were under contract. In addition to the communication materials, LHG also worked with the Communications Team on the Development Resource Page on the Town's website and a twelve-month Strategic Communications plan.

Moving forward, the Communications team would like the opportunity to continue its working relationship and requests the Ways and Means recommend to Town Council the approval of the nine-month contract extension with Lou Hammond Group for \$67,500 beginning October 1, 2022 – June 30, 2023.

Ms. Donnelly, with LHG, stated that in working with Town over the past three months, they have learned about the opportunities and challenges of the Communications Team. As a result, the proposal submitted included a cohesive Strategic Communications plan with an element of public relations and the creation of an annual strategic content calendar to look at opportunities available for communications.

Mayor Labriola made a motion to recommend to the Town Council the approval of the contract with the Lou Hammond Group. Committee Member Moffitt seconded the motion, and it was unanimously approved.

#### VIII. Chairman's Report:

None

#### IX. Treasurer's Report:

Ms. Szubert stated that the final payment of \$440,000.00 from the American Rescue Plan funding had been received.

Committee Member's Comments: None Adjournment:
Adjournment:
Committee Member Moffitt made a motion to adjourn the meeting at 1:58 pm. Mayor Labriola econded the motion, and it was unanimously approved.
Submitted by,
Petra S. Reynolds, Town Clerk
Approved by,
. Daniel Prickett, Chairman
Date



## 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 **1**<sup>st</sup> **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 1<sup>st</sup> 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 practioner 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 seprate 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	



## Agenda Item



## **Agenda Item**

Placer.ai – Property Overview





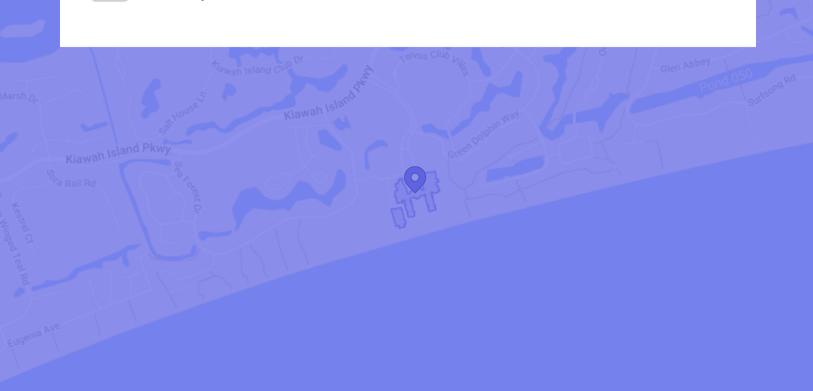
Jan 1, 2017 - Oct 7, 2022

Property:

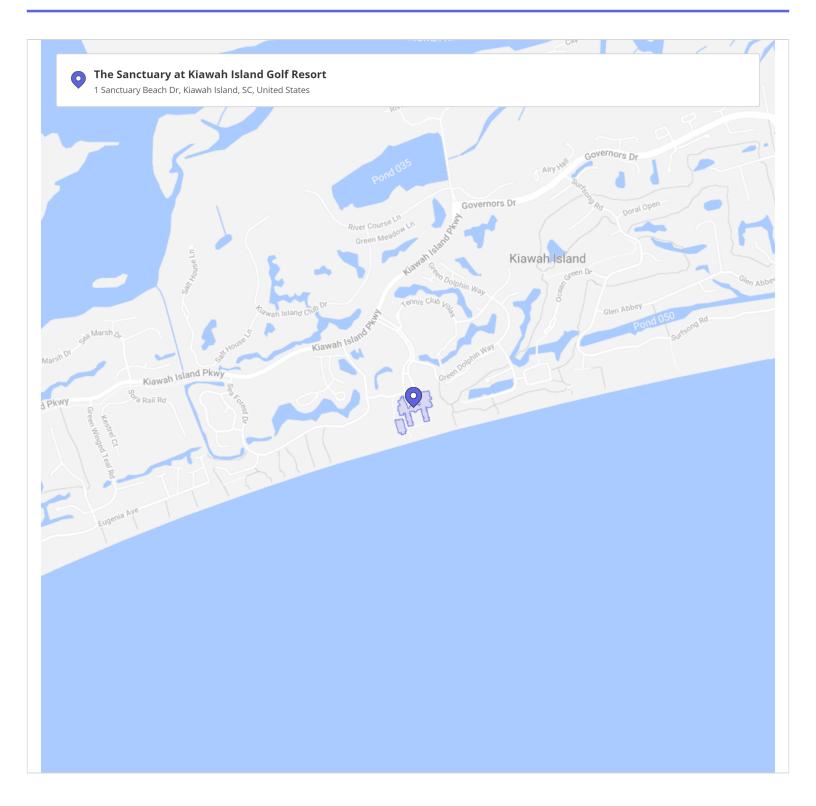


The Sanctuary at Kiawah Island Golf Resort

1 Sanctuary Beach Dr, Kiawah Island, SC 29455

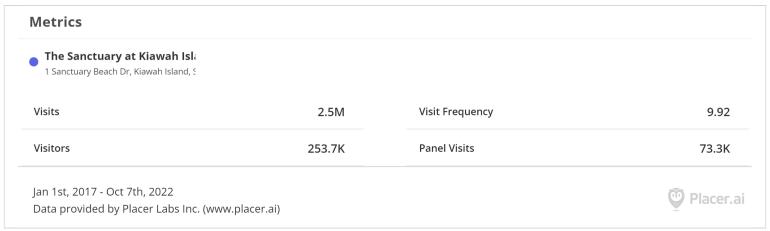


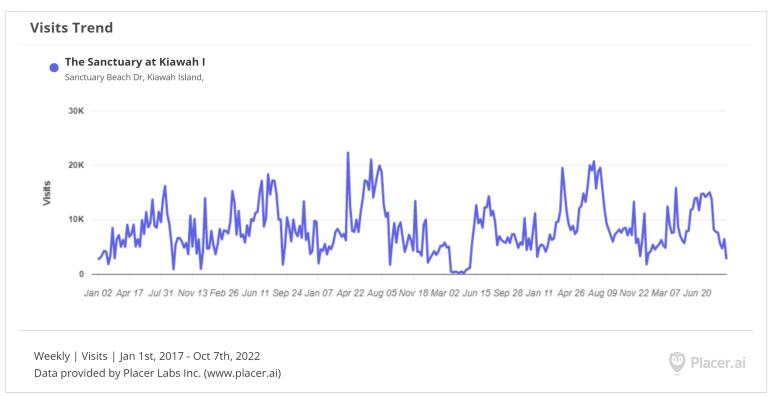




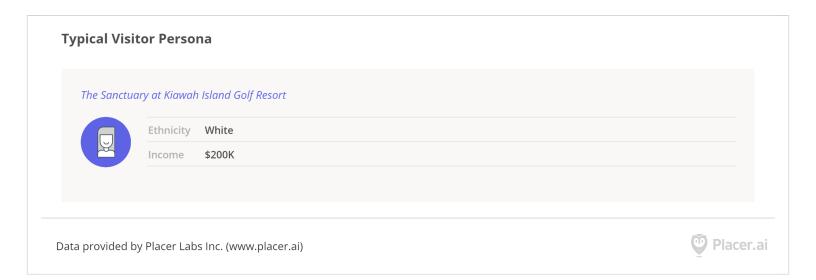
Jan 1, 2017 - Oct 7, 2022



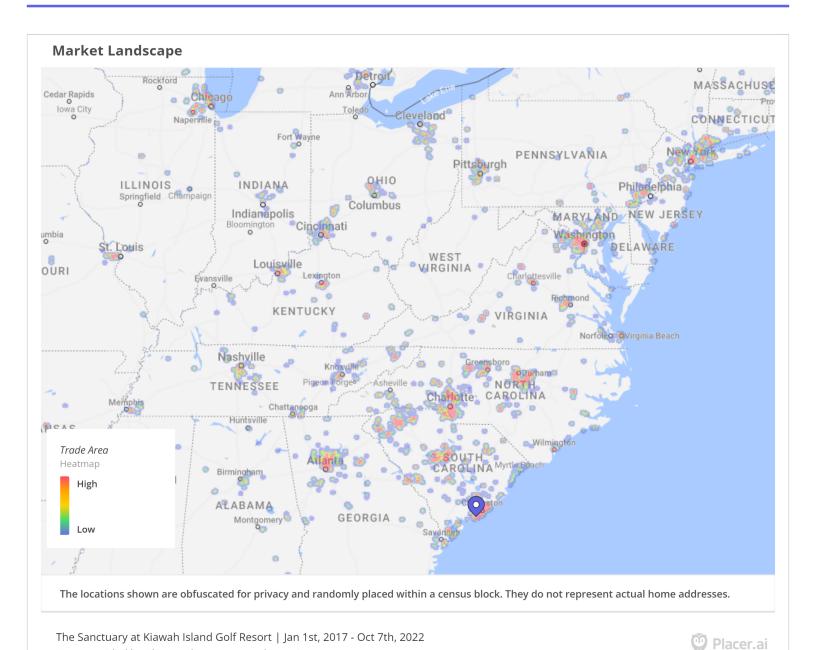










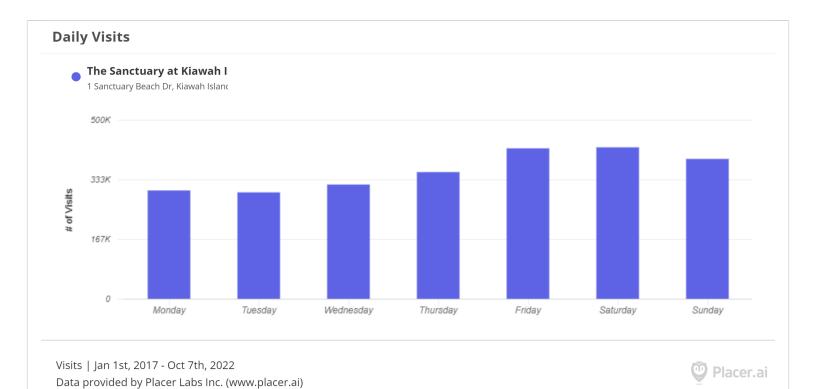


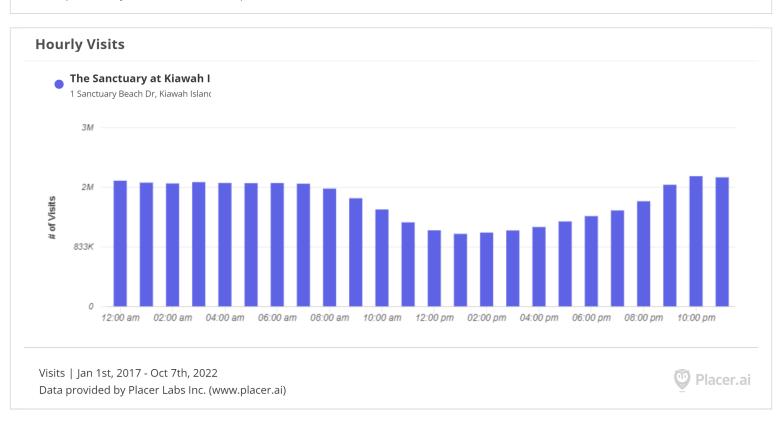


Data provided by Placer Labs Inc. (www.placer.ai)

Jan 1, 2017 - Oct 7, 2022

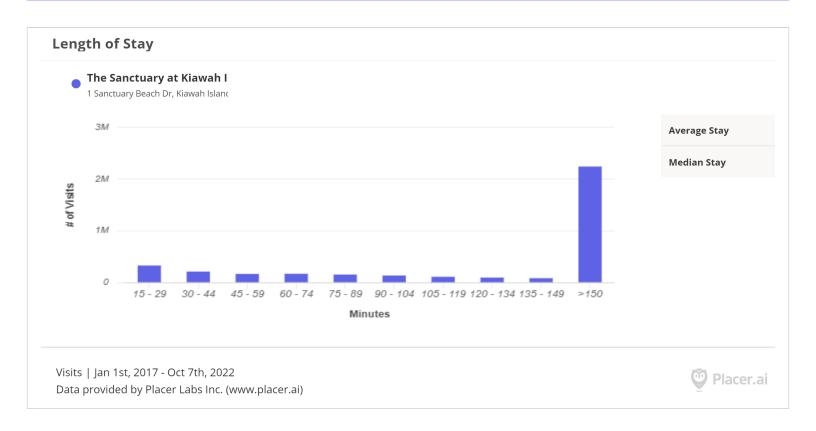






Jan 1, 2017 - Oct 7, 2022





Jan 1, 2017 - Oct 7, 2022



#### **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	<b>165.7K</b> (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	<b>90.3K</b> (35.6%)
5	Harris Teeter / 515 Freshfields Dr., Johns Island, SC 29455	3.3 mi	<b>88K</b> (34.7%)
6	Turtle Point Golf Course / 1 Turtle Point Ln, Johns Island, SC 29455	0.6 mi	<b>78.8K</b> (31.1%)
7	Charlotte Douglas International Airport / 5501 Josh Birmingham Pkwy, Charlotte, NC 28219	187.4 mi	<b>78.7K</b> (31%)
8	Kiawah Island Resort Osprey Course / 700 Governors Dr, Johns Island, SC 29455	2.4 mi	<b>59.6K</b> (23.5%)
9	O'Hare International Airport / 10000 W O'Hare Ave, Chicago, IL 60666	776.6 mi	<b>52.6K</b> (20.7%)
10	LaGuardia Airport / 1 Central Terminal, Queens, NY 11371	661.1 mi	<b>50.1K</b> (19.8%)
11	Bohicket Marina Village / 1880 Andell Bluff Boulevard, Charleston, SC 29455	3.7 mi	<b>47.8K</b> (18.8%)
12	Historic Charleston City Market / 188 Meeting St, Charleston, SC 29401	15.6 mi	<b>46.4K</b> (18.3%)
13	Dallas-Fort Worth International Airport / 2400 Aviation Drive, Dallas, TX 75261	983.8 mi	<b>46.2K</b> (18.2%)
14	Building at 5480 Sea Forest Dr / 5480 Sea Forest Dr, Kiawah Island, SC 29455	0.2 mi	<b>43.5K</b> (17.2%)
15	John F. Kennedy International Airport / 1 Terminal Dr, Queens, NY 11430	656.2 mi	<b>42.9K</b> (16.9%)

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

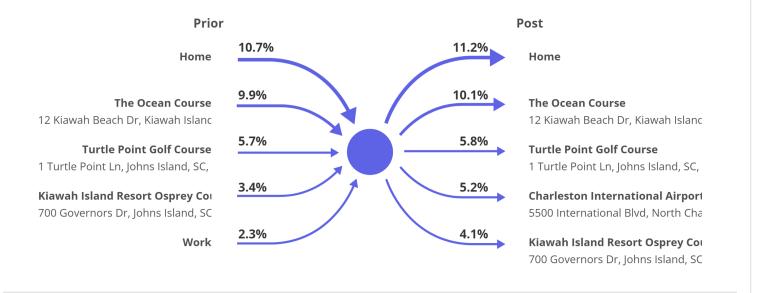




#### **Visitor Journey**

The Sanctuary at Kiawah Island Golf Resort

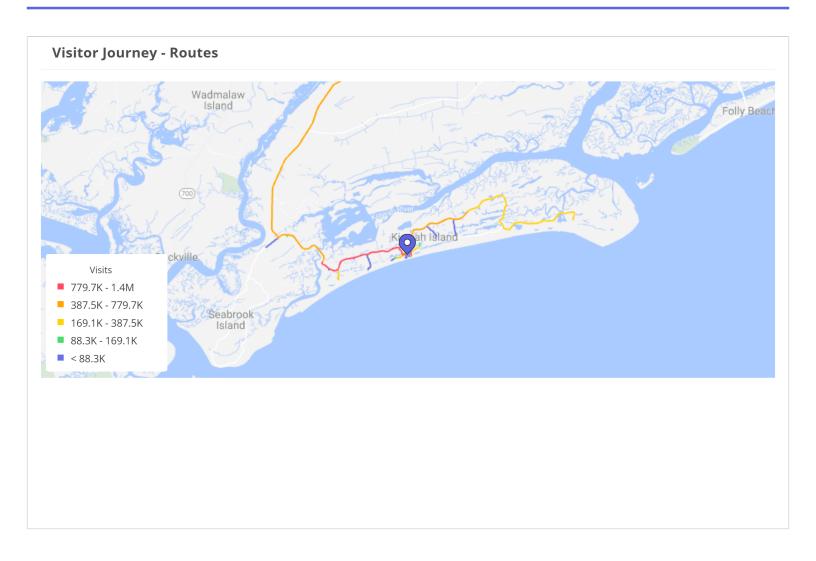
1 Sanctuary Beach Dr, Kiawah Island, SC 29455



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









## **Agenda Item**

Placer.ai - Pricing

## **Pricing - Kiawah Island**



#### **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:
  - o Accurate foot traffic counts for any location
  - o 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
  - o 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



## **Agenda Item**

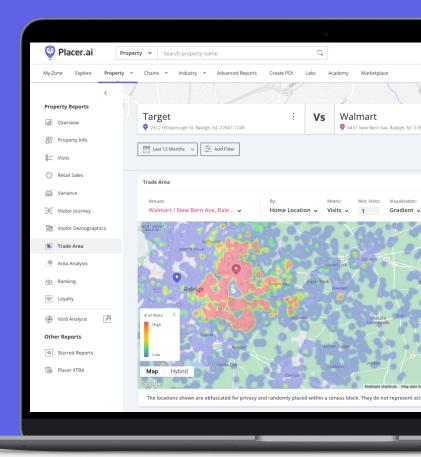
Placer.ai – Civic One



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** 













# 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.



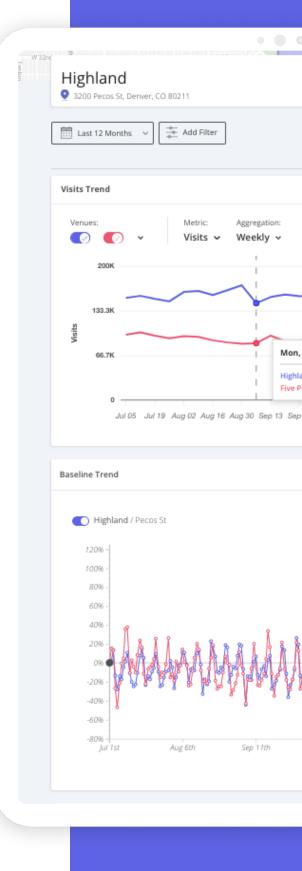
#### **Demonstrate the Success of Economic Initiatives**

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



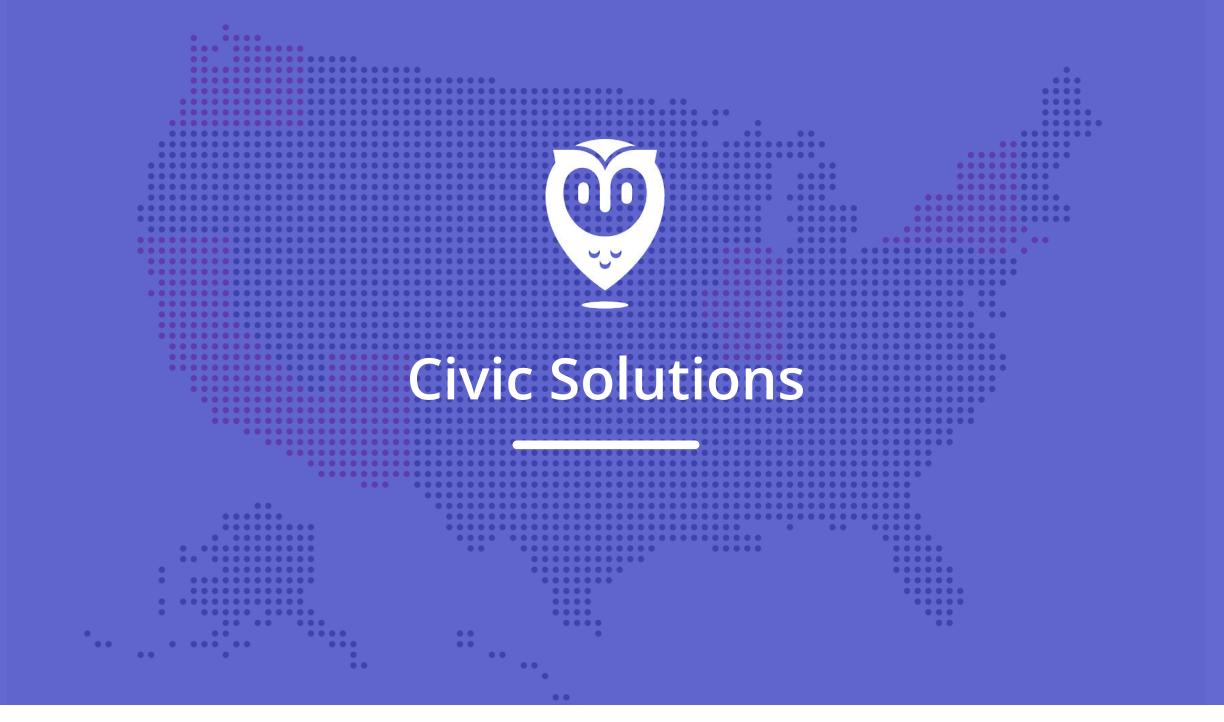






## **Agenda Item**

Placer.ai – Civic Solutions





## 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

## **Sales Tax Estimation**

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

## **Reports and Data**

Monthly reports
Leakage / Void Analysis
Tourism Analysis
Event Analysis

## **Event Analysis**

Optimize Marketing
Increase Sponsors and Vendors
Measure Performance

## Public Realm and Infrastructure

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

## **Travel and Tourism**

Know Prime Origin Markets
Know Visitor Preferences
Look at Competitor Locations

## **COVID Recovery I ARPA**

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

## **Marketing & Comms**

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

## **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**

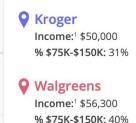
- Identify best fit retailer for city or district.
- Maximize sales revenue, reduce leakage.
- Minimize cannibalization to Support local businesses
- **Drive** cross-shopping to increase overall visitation.
- Share data with prospective retailers, tenants, developers.
- **Inform** property and business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

#### **Match The Best Retail Sites For Customers**

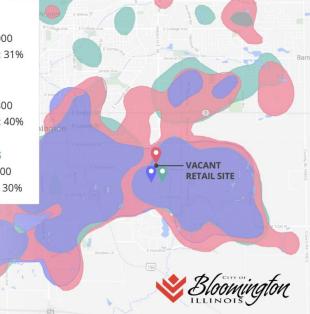
The City of Bloomington, IL leveraged Placer.ai to assist a broker with the leasing of a vacant site. Placer.ai showed that the incomes¹ of a majority of customers to the major retail "anchors" surrounding the vacant site live in neighborhoods² with higher incomes than citywide visitors, residents, and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

	Visitors	Residents	Employees	
Citywide Incomes¹	\$51,430	\$51,000	\$50,240	

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



McDonald's Income: \$57,400 % \$75K-\$150K: 30%





"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.



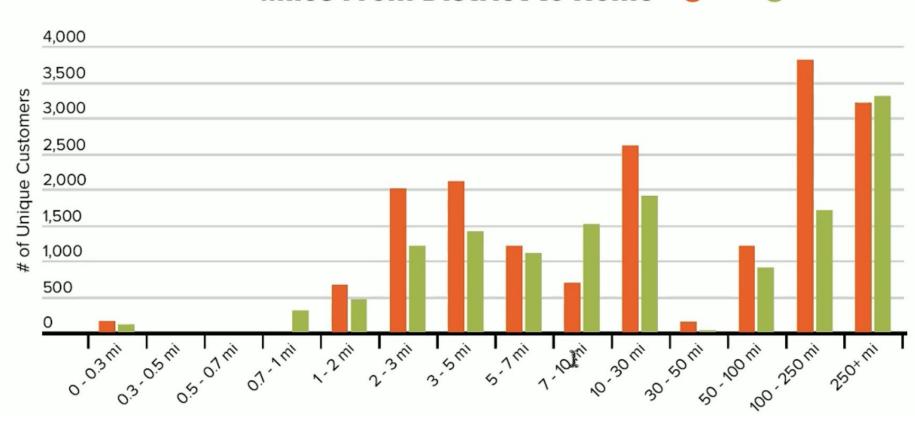
#### **SOLUTION: Visitor Analysis, Marketing Strategy**

- 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 • 2021 • 2021



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.

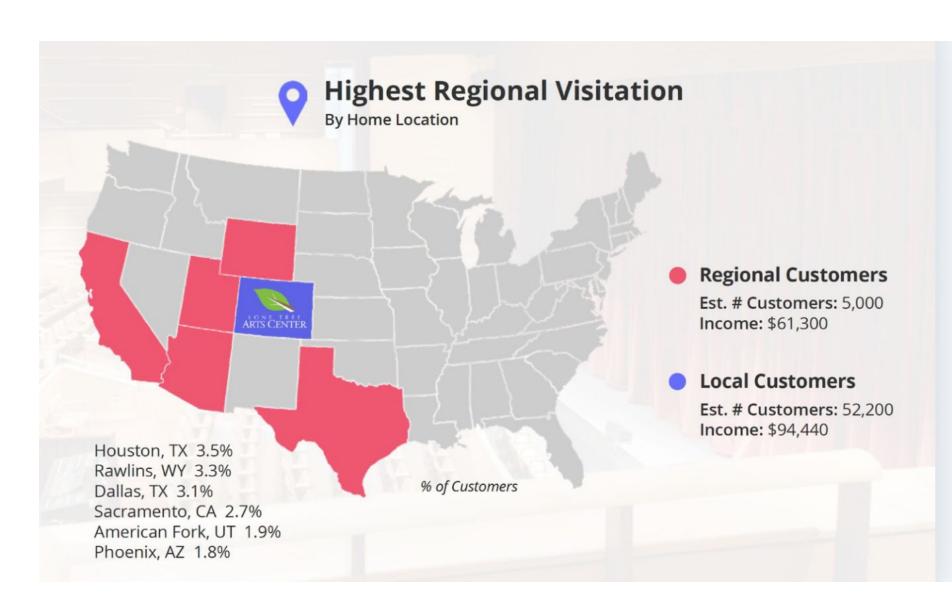


The Lone Tree Arts Center proved that it is a regional destination and boon for the city, as more than 10% of its visitors originate from home distances more than 60 miles away and span 5 states.

### **SOLUTION: Point of Interest Market Analysis**

- Visitation metrics
- True Trade Area

- **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**

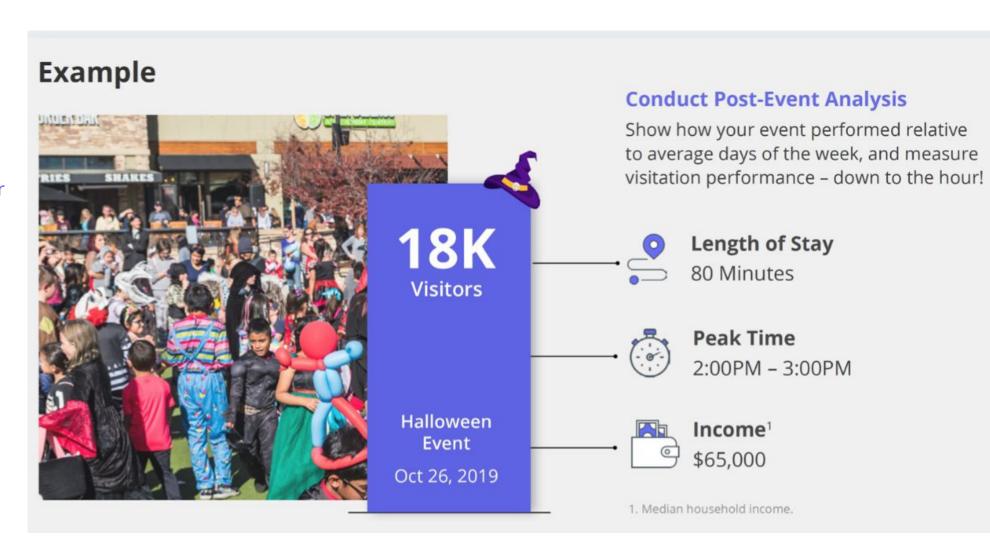
**O** 

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.

- **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.



## 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.



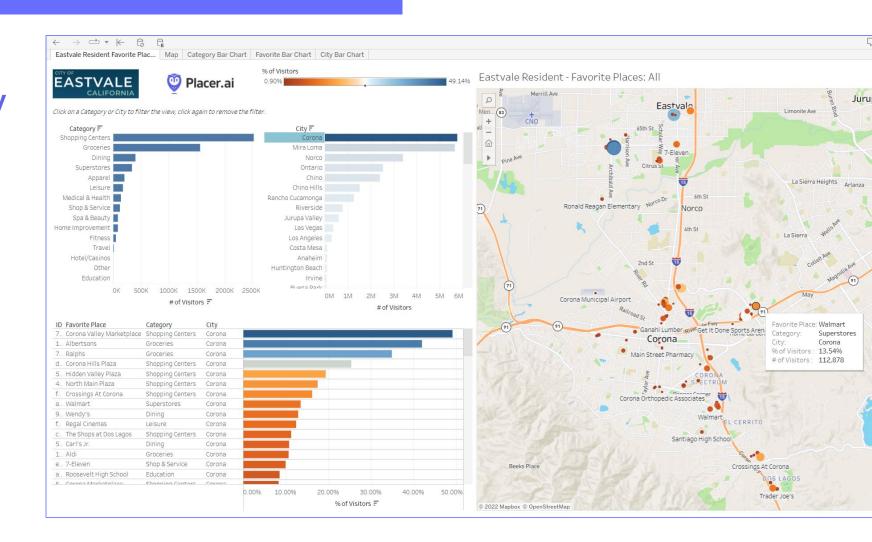
### **NEW Resident Leakage XTRA Report!**

### 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.

- **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.



## **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.

- **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.

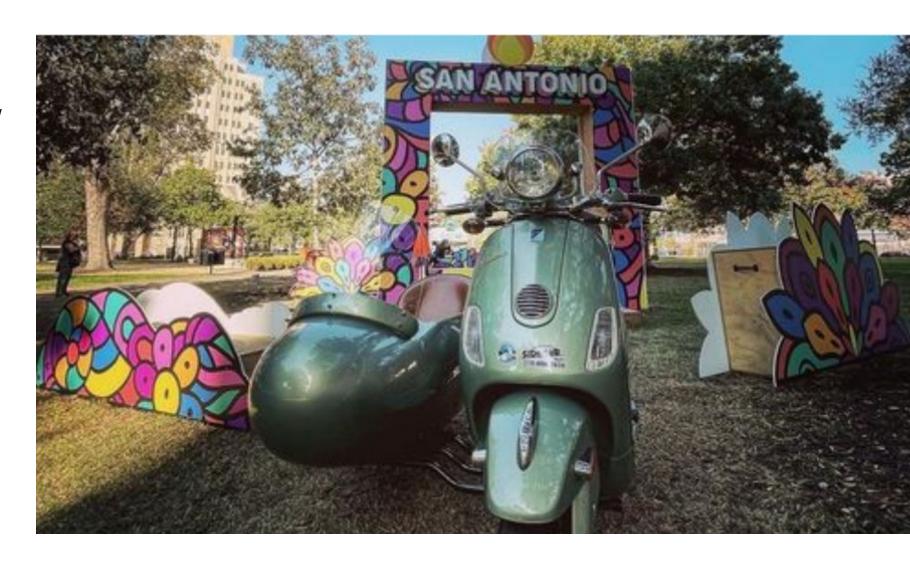


City of San Antonio was considering a bond measure to raise a few million dollars to upgrade a downtown Park. Debate centered on who would benefit from additional investment in downtown.

### **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.

- 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.



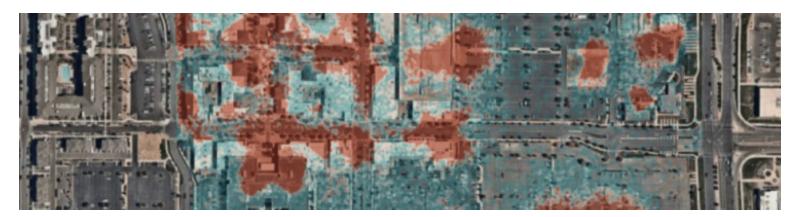
During the peak of COVID in 2020, stakeholders voted to 'end' the assessment for the Tourism Overlay Zone. By Mid 2021, Staff was able to show that visitation was trending toward pre-pandemic numbers, and the Board re-authorized the assessment to fund increased tourism operations.

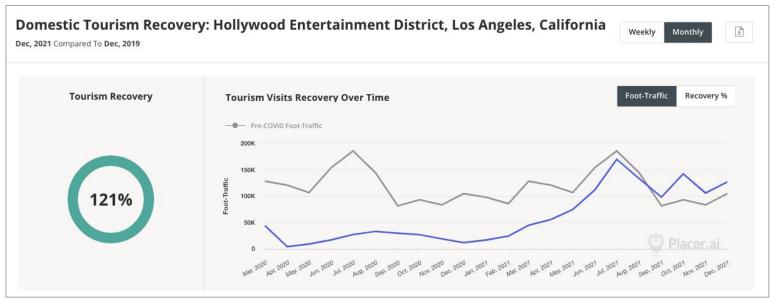
### **SOLUTION:** District Analysis

- 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.







"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**

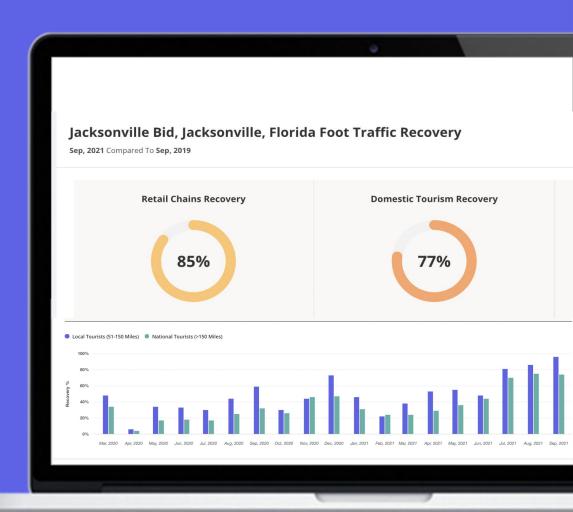
- Retail and Tourism Recovery score for every city, county, state and district.
- Retail score by category and Zipcode.
- Domestic Tourism recovery score.

### **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.



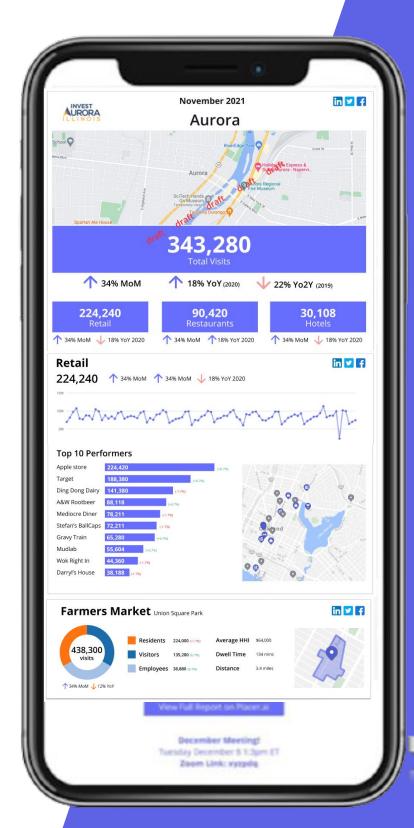
# **Monthly Reports**

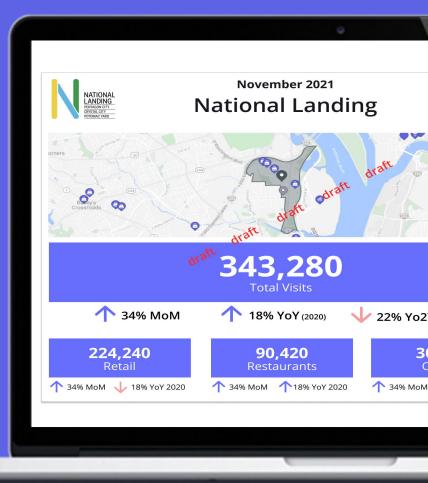
Snapshot of City, County, or District performance *delivered* to your inbox.

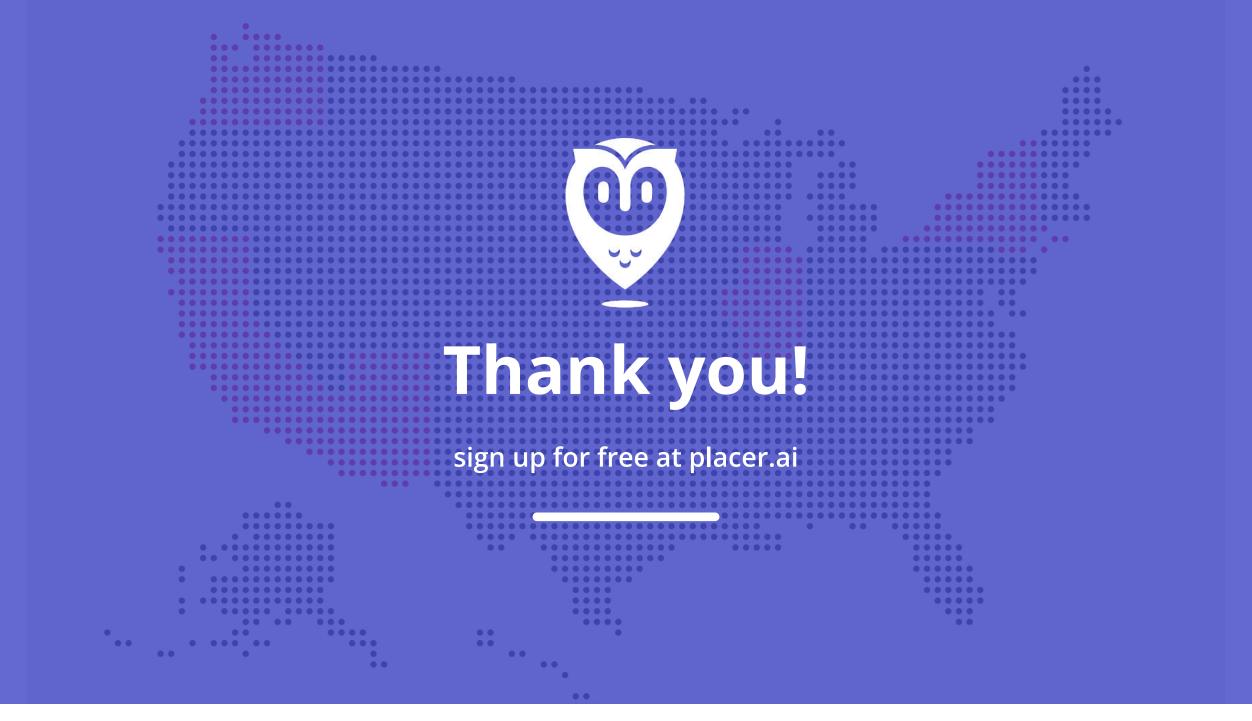
### **SOLUTION: Monthly Report**

- 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.

- 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.











### **WAYS AND MEANS**

### Agenda Item



### **Memorandum**

TO: Chair and Members of Ways and Means Committee

FROM: Dorota Szubert, Finance Director

SUBJECT: Budget Report for the First Three Months Ended 9/30/2022

DATE: 11/01/2022

#### Overview:

Presented here is the Town's Balance Sheet as of September 30, 2022, and Budget to Actual Report for the first quarter. The Budget to Actual Report is compiled on the cash basis and all the funds are consolidated.

As of September 30, 2022, the Town's governmental funds combined have ending fund balance of approximately \$28.8M an increase of approximately \$217K from June 30, 2022. Of this amount approximately 57%, or \$16.5M is available for spending at the Town's discretion (unassigned fund balance).

Overall, for the first three months the Town's consolidated revenues of \$2.2M are slightly higher, \$169K, or 9% than budgeted. The positive variance is mostly attributable to interest revenue that is expected to carry positive variance throughout the year and miscellaneous revenue as the Town has received one time restitution payment in the amount of \$30K from the former treasurer.

In overall, with 25% of the year lapsed at the end of September, expenditures are reasonable and in line with the budget. Total expenditures to date are approximately \$2.0M, or 17% of total budgeted expenditures. Majority of the variances relate to the timing of the billing by the vendors.

.

	GENERAL FUND	SPECIAL FUNDS COMBINED		•	CAPITAL FUND	TOTAL FUNDS	
ASSETS							
Cash and Cash Equivalents Cash and Cash Equivalents, Restricted Accounts Receivable Prepaid Item	\$ 16,518,929 - 132,478 -		5,611,979 - -	\$	- 6,754,270 - -	\$	16,518,929 12,366,249 132,478
TOTAL ASSETS	16,651,407		5,611,979		6,754,270		29,017,655
LIABILITIES							
Accounts Payable and Accrued Liabilities  Municipal Court Fines and Assessments Payable	69,383						69,383
Unearned Revenue	12,834		-		-		12,834
TOTAL LIABILITIES	82,217		-		-		82,217
DEFERRED INFLOWS OF RESOURCES Unavailable Revenue	102,429		-		-		102,429
TOTAL DEFERRED INFLOWS OF RESOURCES	102,429		-		-		102,429
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	 184,646	-		-			184,646
FUND BALANCES							
Restricted:     Tourism Related Expenditures & Capital Improvements     Victims' Assistance     Unrestricted	- - 16,466,760		5,587,831 24,148 -		6,754,270 - -		12,342,100 24,148 16,466,760
TOTAL FUND BALANCES	16,466,760		5,611,979		6,754,270		28,833,008
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 16,651,406	\$	5,611,979	\$	6,754,270	\$	29,017,654

Quarter Fiscal YTD

Revenue:	ACTUALS		BUDGET		VARIANCE		ACTUALS		BUDGET	VARIANCE
Building Permits	\$ 420,718	\$	420,000	\$	718	\$	420,718	\$	420,000	\$ 718
Building Permits-Special Projects	45,900		50,000		(4,100)		45,900		50,000	(4,100)
Business Licenses	96,096		100,000		(3,904)		96,096		100,000	(3,904)
STR Application Fees	18,915		15,000		3,915		18,915		15,000	3,915
Franchisee Fees	200,000		200,000		=		200,000		200,000	=
Local Option Tax	211,907		207,095		4,812		211,907		207,095	4,812
State ATAX	-		-		-		-		-	-
Local ATAX	262,137		262,500		(363)		262,137		262,500	(363)
County ATAX	=		-		-		-		-	-
Hospitality Tax	188,392		180,000		8,392		188,392		180,000	8,392
Environmental Services	585,655		580,000		5,655		585,655		580,000	5,655
Intere	128,473		8,500		119,973		128,473		8,500	119,973
Other	65,898		31,750		34,148		65,898		31,750	34,148
One Time -ARP Funding	_		_		-		_		_	_
Total Revenue	2,224,091		2,054,845		169,246		2,224,091		2,054,845	169,246
Expenses:										
Salaries/Regular Employees	474,298		475,462		1,164		474,298		475,462	1,164
Overtime	215		1,100		885		215		1,100	885
Benefits	128,489		138,708		10,219		128,489		138,708	10,219
Payroll Tax	32,959		37,720		4,761		32,959		37,720	4,761
Employee Subtotal	635,961	-	652,989		17,028		635,961		652,989	17,028
Public Safety/Payroll and Related/ Off Duty Deputies	97,058		109,908		12,850		97,058		109,908	12,850
Public Safety/CCSO Contract	-		89,156		89,156		-		89,156	89,156
STR Code Enforcement	48,097		48,097		-		48,097		48,097	-
Beach Patrol	97,333		97,333		-		97,333		97,333	-
Utilities & Supplies	94,529		82,725		(11,804)		94,529		82,725	(11,804)
Communications	22,584		20,080		(2,504)		22,584		20,080	(2,504)
					, ,					
Waste Management	182,514		173,250		(9,264)		182,514		173,250	(9,264)
Insurance	166,680		172,769		6,089		166,680		172,769	6,089
Professional Services	58,759		55,250		(3,509)		58,759		55,250	(3,509)
Consultants	53,831		52,750		(1,081)		53,831		52,750	(1,081)
Maintenance	156,444		142,950		(13,494)		156,444		142,950	(13,494)
Travel	16,544		13,500		(3,044)		16,544		13,500	(3,044)
Rentals	9,366		11,250		1,884		9,366		11,250	1,884
Tourism & Recreations	143,023		150,000		6,977		143,023		150,000	6,977
Contributions	-		-		=		-		-	-
Other	59,355		62,646		3,291		59,355		62,646	3,291
Capital Outlay:										
Building	110,300		150,000		39,700		110,300		150,000	39,700
Infrastructure	-		-		-		-		-	-
Vehicles	54,294		55,000		706		54,294		55,000	706
Other	-		-		-		-		-	-
MUSC Pledge				_	<u>-</u>	_		_		
Total Expenses	2,006,672		2,139,653		132,981		2,006,672		2,139,653	132,981
Net Changes in Fund Balance	217,419		(84,807)		302,227		217,419		(84,807)	302,227
	<u> </u>		, , , , , ,		· · · · · · · · · · · · · · · · · · ·		<u> </u>		, , , ,	·