



Town of *Kiawah Island*

Mayor

John. D. Labriola

Council Members

John Moffitt

Bradley D. Belt

Russell A. Berner

Michael Heidingsfelder

Town Administrator

Stephanie Monroe Tillerson

WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center

Council Chambers

January 23, 2023; 3:00 pm

AGENDA

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Roll Call:**
- IV. **Approval of Minutes:**
 - A. Ways and Means Committee Meeting of November 1, 2022 [Tab 1]
- V. **Citizens' Comments: (Agenda Items only)**
- VI. **Old Business:**

None
- VII. **New Business:**
 - A. Review and Recommendation to Town Council for Approval of the Off-Duty Deputy Contract with the Charleston County Sheriff's Office [Tab 2]
 - B. Review and Recommendation to Town Council for Approval of the Code Enforcement Proposal from Barrier Island Ocean Rescue [Tab 3]
- VIII. **Chairman's Report:**
- IX. **Treasurer's Report:**
- X. **Citizen Comments:**
- XI. **Committee Member's Comments:**
- XII. **Adjournment:**



Tab | 1

WAYS AND MEANS

Agenda Item

WAYS & MEANS COMMITTEE MEETING

Municipal Center Council Chambers

November 1, 2022; 12:30 pm

Minutes

I. **Call to Order:** *Chairman Prickett called the meeting to order at 12:30 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*

Present Via Zoom: Clayton Demanes, *Placer.ai*

IV. **Approval of Minutes:**

A. Special Call Ways and Means Committee Meeting of October 4, 2022

Committee Member Moffitt made a motion to approve the minutes of the October 4, 2022 Special Call Ways and Means Committee meeting. Mayor Labriola seconded the motion, and it was unanimously approved.

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

Maura McIlvain – 146 Blue Heron Pond Road

Ms. McIlvain expressed her concerns with the proposed contract agreement for Counsel. She reviewed previous agreements noting the agreement for 2022 had a one-year term, renewable for an additional one year and included a provision terminatable on sixty-day notice. The draft agreement for 2023 includes a two-year term which she noted was a consistent progression.

Ms. McIlvain indicated that in her experience as an attorney, agreements are terminatable “at will” by either party. The draft agreement is not terminatable and may violate ethical conduct in South Carolina. She also asked if terminated, would the Town be required to compensate for a portion of the unexpired term. She questioned why the agreement needs more than one year and why it does not have a provision that it can be terminated with notice as in the current agreement.

Chairman Prickett asked Ms. Tillerson if she felt the agreement was terminatable. Ms. Tillerson indicated that she would refer the question to the employment law attorney for clarification. She noted that the automatic one-year renewal in the draft agreement was the same as in the current agreement.

VI. **Old Business:**
None

VII. New Business:

A. Review and Recommendation to Town Council for Approval of the Contract Agreement for Municipal Legal Services

Ms. Tillerson stated that the Town retained Mr. Wilson in 2020 at a rate of \$6000 monthly. In 2021, the rate increased to \$7,500 and remained the same in 2022. She stated the rate was based on an average of fifty hours per month, but currently, with the work performed for Council and staff, the average has increased to sixty to seventy hours per month. Therefore, Mr. Wilson has requested that his rate be increased from \$90,000 to \$120,000 annually.

Ms. Tillerson responded to the question on the agreement termination by stating that Council appoints the attorney, so the answer would seem to be that it can be terminated. The additional question on the obligation to pay out the agreement would have to be answered by the employment law firm.

Discussion included contacting the employment law firm before the Council meeting, the option that the Council could add the sixty-day termination provision when considering the approval of the agreement, and the difference between a one-year agreement with auto-renewal and a two-year agreement.

Mayor Labriola made a motion to recommend to the Town Council the approval of the 2023 Agreement for Municipal Legal Services with the provision that the questions raised are satisfied. Committee Member Moffitt seconded the motion, and it was unanimously approved.

B. Review and Recommendation to Town Council for Approval of a contract with Placer

Ms. Tillerson stated that Placer is a program that can track trends and information through cell phone services. For example, the program can provide the Town and other entities with reports on the number of individuals on the island and data on their location and movements.

Mr. Demanes gave a presentation on the Placer.ai software that collects mobile location data from about 10% of the population. The data is collected through anonymous panel members who have downloaded approximately 500 applications to a mobile device and always opt to allow location services. Data can be used to track information on economic development, travel, tourism, seasonal migration, or disaster recovery that can be shared with other island partners.

Mr. Demanes provided a report for data collected for the Sanctuary for 2022, including visitor metrics, visit trends, routes taken, daily visits, favorite places, and length of stay. The information within the platform is three days from the past. Reports are available for locations nationwide, can be customized, and exported to be shared. Town employees are allowed unlimited access to the information, and ongoing customer support and platform training are provided.

- 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

Ms. Tillerson stated that the proposed municipal contract for recommendation to Council required a 12-month commitment of \$15,000 annually.

Chairman Prickett felt that an understanding of the information could be of value in a variety of ways. Committee Member Moffitt indicated he was not a supporter of tracking location services

which unknowingly made information available. He also questioned what better decisions could be made with the information provided. Mayor Labriola saw value in the data that could be collected on traffic. Committee Members discussed the proposal, information that could be collected, and the concerns expressed.

Mayor Labriola made a motion to recommend to Town Council the approval of the contract with Placer.ai. Chairman Prickett seconded the motion, passing it by a two-to-one vote with Committee Member Moffitt voting “No.”

VIII. Chairman’s Report:

Chairman Prickett stated he had reviewed the Town’s fiscal audit report draft and commended Town Staff and the Audit Committee for their work. He noted that the report was very comprehensive and easy to understand, encouraging everyone in the Town to review its information.

IX. Treasurer’s Report:

A. Budget Report for the First the Three Months Ended 9/30/2022

Ms. Szubert presented the Town’s Balance Sheet as of September 30, 2022, and the Budget to Actual Report for the first quarter. The Budget to Actual Report is compiled on a cash basis, and all the funds are consolidated.

As of September 30, 2022, the Town’s governmental funds combined have an ending fund balance of approximately \$28.8 million, an increase of approximately \$217,000 from June 30, 2022. Of this amount, approximately 57%, or \$16.5 million, is available for spending at the Town’s discretion (unassigned fund balance).

Overall, for the first three months, the Town’s consolidated revenues of \$2.2 million are slightly higher, \$169,000, or 9%, than budgeted. The positive variance is attributable primarily to interest revenue, which is expected to carry positive variance throughout the year, and miscellaneous revenue, as the Town has received a one-time restitution payment of \$30,000 from the former treasurer.

With 25% of the year lapsed at the end of September, expenditures are reasonable and in line with the budget. The total expenditures to date are approximately \$2.0 million, or 17% of total budgeted expenses. Most of the variances relate to the timing of the billing by the vendors.

Ms. Szubert indicated that the four-year contract with the audit firm has concluded. State statute recommends that the contract is rebid every four years. The Audit Committee members were split on whether the contract should be rebid. Still, the decision was made to release an RFP for Audit Services in the coming month, with a proposal submitted to the Ways and Means Committee for consideration in the new year.

X. Citizen Comments:

Maura McIlvain – 146 Blue Heron Pond Road

As a follow-up to the discussion following her comments on the legal services agreement, Ms. McIlvain stated Mr. Wilson is not an employee. As an independent contractor, she felt the employment philosophy does not apply.

Larry Wolahan – 406 Snowy Egret

Mr. Wolahan stated that he did not understand the catalyst for the discussion of the Placer contract and the spending decision. He indicated that more attention should be given to the Town's Comprehensive Plan to understand where money is spent. He noted that with the amount of money in the bank with Wells Fargo, the Town is only earning 2.7% interest when a six-month investment in Treasury direct would earn an interest rate of 4%.

Ms. Szubert stated that, as a municipality, investment options are limited, regulated by state law, and outlined in the Town's Investment Policy. The maximum allowable term for investment is five years, so the majority of the Town's investments are in SCLGIP (State of South Carolina Local Government Investment Pool) and are short-term. She noted that the funds in Wells Fargo have an earning interest rate, and monthly she calculates the minimum amount of money needed in the account to offset the banking fees.

Mr. Wolahan stated he understood that policies are in place, but they could be changed. He noted Ms. Szubert does a good job and that his comments were not a criticism of her work.

XI. Committee Member's Comments:

None

XII. Adjournment:

Committee Member Moffitt made a motion to adjourn the meeting at 1:26 pm. Mayor Labriola seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John Moffitt, Chairman

Date



Tab | 2

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Committee

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Charleston County Sheriff's Office Contract Extension

DATE: January 23, 2023

BACKGROUND:

The Town has a long relationship with the Charleston County Sheriff's office through the contracting of off-duty deputies to provide 24-hour coverage, 7 days per week, year-round for the Town of Kiawah Island (to include Freshfields). The contract is reviewed annually by staff and/or the Public Safety Committee and expires on December 31 of every year. However, both parties agreed to extend the contract through February 7, 2023.

ANALYSIS:

General information:

- The Town budget vs. actual expense for off-duty deputy coverage for the following fiscal years:
 - FY20 budgeted \$505,000, actual \$459,088,
 - FY21 budgeted \$454,000, actual \$430,561, and;
 - FY22 budgeted \$448,000, actual \$357,919
- The percentage of coverage we budget in terms of costs is not 100 percent because we have not received 100 percent of coverage in the last seven years with our off-duty deputy contract.
 - FY22 and FY23, we have budgeted for 70 percent coverage.
- The average percentage of coverage in terms of personnel:
 - FY20 – 69%
 - FY21 – 67%
 - FY22 – 65%
 - FY23, to date, is 50% for the 3rd shift and 65% for the 2nd shift.

ACTION REQUESTED:

Recommend to Town Council the approval of the one-year contract for 2nd and 3rd shifts only with the Charleston County Sheriff's Office commencing on February 7, 2023, and expiring December 31, 2023.

BUDGET & FINANCIAL DATA:

Public Safety Off-Duty Services' only cost is approved in the FY23 budget - \$535,201 (\$385,345 SATAX), (\$69,576 LATAX), and (\$80,280 General Fund).

CHARLESTON COUNTY SHERIFF'S OFFICE

EMPLOYER: Town of Kiawah Island

TELEPHONE NUMBER: 843-768-9166

ADDRESS: 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455

PERSON CONTRACTING SERVICES: Mayor John Labriola

TYPE OF BUSINESS: Local Government

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

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

CONTRACT TERM: January 1, 2023 to December 31, 2023

PERMANENT OR TEMPORARY: Temporary

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

2 deputies – 3rd shift

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

Commencing the Friday before Memorial Day through Labor Day

COORDINATOR FOR CCSO: Lt Christopher Brokaw

STIPULATIONS OF CONTRACT

1. Deputies are contracted at an hourly rate of **\$40.00 per hour**. The contract requires the number of Deputies as stated above per shift for two shifts per day, at a rate of \$30.00 per hour. The normal workweek for Deputies shall be equivalent to forty-three (43) hours per week. Additionally, a fee of \$10.00 per deputy per shift for vehicle and equipment usage will need to be made payable to Charleston County.

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

HOLIDAY PAY:

During the following holidays; **New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Black Friday, Christmas Eve, Christmas, and New Year's Eve**. Deputies will receive pay based on time and a half **\$55.00 per hour**.

- **Labor Day, Memorial Day** - beginning with the 1st shift on Saturday and ending with the 2nd shift on Monday.
 - **4th of July** - beginning with the 1st shift prior to the holiday and ending with the 2nd shift of the day following the holiday.
2. The Coordinator for the Town of Kiawah Island's off-duty employment detail will be paid at a rate of \$35.00 per hour, not to exceed \$18,200 in total during the term of this agreement. The Coordinator will work directly with the Town's Public Safety Director. The Town will receive prior notification (within 30 days) if the Coordinator is to be changed.
 3. Work performed by the Coordinator is to coordinate, manage and oversee the activity of deputies assigned to the Town of Kiawah Island. In addition, the Coordinator will provide the Town's Clerk a monthly activity report to include crime statistics, number of calls (total and per unit), average response time, number of arrests, number of tickets issued, and other statistics as may be agreed upon or requested. These reports are due on or before the 5th of every month so that they can be included in the Public Safety Committee monthly meetings.
 4. All employers contracting with the Charleston County Sheriff's Office must provide Workers' Compensation coverage. A copy of the secondary employer Workers' Compensation Policy must accompany the contract when requesting deputies for off-duty employment. If the employer does not have Workers' Compensation Insurance, the Sheriff's Office will provide the coverage for the secondary employer at the rate of \$7.00 per one hundred dollars of salary. This amount will be calculated by and payable to the Sheriff's Office prior to the commencement of the secondary employment.

5. Deputies of the Charleston County Sheriff's Office engaged in off-duty employment of a police nature may be employed only within the legal boundaries of Charleston County, may not perform tasks other than those of a police nature, and may not enforce any rule or order of an employer governing customer behavior of the employer's premises where the customer's conduct does not constitute a violation of law. Additionally, deputies will not be permitted to engage in any employment which would be in violation of any county, state, or federal law.
6. All deputies of the Charleston County Sheriff's Office must always be available to respond to police emergencies. The Sheriff's Office is the primary employer of all sworn deputies of this Department, and the requirements of the Department will take precedence over any secondary or private employment of an off-duty deputy. In an emergency, deputies will leave his/her private detail at the direction of Charleston County Sheriff's Office Communications and will respond whenever needed.
7. The Charleston County Sheriff's Office reserves the right to inspect payroll records of deputies employed by private contractors. The purpose of any such inspection will be to ascertain the hours a deputy is working to protect the best interest of the county and the deputy based on an evaluation of the total number of hours worked by the deputy. Failure to maintain proper payroll records will be cause for cancellation of the contract.
8. The Charleston County Sheriff's Office warrants that the deputies referred for part-time employment under this contract are in "good standing," as determined by the CCSO. The Town of Kiawah Island assumes no responsibility for any deputy misconduct outside his/her authorized scope of duties.
9. The Charleston County Sheriff has sole responsibility for their deputy, however, the Town will notify the Sheriff of any concerns we may have.

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

APPROVED:

TOWN OF KIAWAH ISLAND

CHARLESTON COUNTY SHERIFF'S OFFICE

John Labriola, Mayor

PRINTED NAME

PRINTED NAME

AUTHORIZED SIGNATURE/EMPLOYER

OPERATIONS CHIEF/DESIGNEE

DATED

DATED



Tab | 3

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Committee Members

FROM: Craig Harris, Director of Public Safety

SUBJECT: Code Enforcement Contract – Barrier Island Ocean Rescue

DATE: 12/28/2022

BACKGROUND:

In 2019, the Town amended its Short Term Rental Ordinance, and Council decided it needed additional code enforcement officers beyond the two we had to enforce the short-term rental ordinance. The code enlisted the Barrier Island Ocean Rescue (BIOR) as they were already enforcing the Town codes related to beach violations in their capacity as beach patrol and assisted as needed with other municipal infractions. Therefore in 2019, the Town entered into a one-year contract with BIOR for after-hours code enforcement services with the option to renew for two (2) one-year extensions for \$288,580.

In 2021, the Town released an RFP for Beach Patrol and Code Enforcement Services. The only proposal received was from BIOR. During our negotiations with BIOR, we mutually agreed to extend the current contract for one additional year from February 2, 2022, to February 13, 2023, in the same amount of \$288,580 to allow at that time the new Public Safety Director the opportunity to access the level of services received from BIOR.

ANALYSIS:

In my assessment of services from the BIOR, I have concluded that the after-hour code enforcement services they provide the Town are appropriate and needed. Although the Town employs two full-time code enforcement hours, they are at times overwhelmed with short-term rental inspections and enforcement of all other municipal codes. Therefore, I recommend continuing the services for after-hours code enforcement with BIOR.

ACTION REQUESTED:

Town staff respectfully request that the members of the Ways and Means Committee consider recommending approval to the Town Council:

- **(Option 1)** a one-year contract commencing on February 14, 2023, with the option to renew for two (2) one-year extensions for \$389,376 with no changes to the current contract scope or schedule.

BUDGET & FINANCIAL DATA:

As you have noticed, there was no increase in cost in 2021 when the Town negotiated the contract for an additional year. However, due to the increased cost of workforce, equipment, etc., they are seeking an increase of \$100,796. Four hundred thousand (\$400,000) is funded from short-term rental license application fee to cover the after-hour Code Enforcement contract and the Short-Term Rental Compliance Clerk. This increase will leave a shortage of \$40,000 that will be funded from general fund.

Barrier Island Ocean Rescue

32 Sora Rail Road
Kiawah Island, SC 29455
www.BeachPatrolSC.org



3 January 2023

Members of Council:

As requested by Director Harris, we have created two proposal options for continued contracted Code Enforcement services, specifically highlighting the need for enforcement of the Short Term Rental (STR) Ordinance for the Town of Kiawah Island.

This letter is intended to convey the following:

- Barrier Island Ocean Rescue has an intimate understanding of the scope of work to be done,
- Will commit to perform the necessary duties,
- All qualifications outlined in the 2022 Code Enforcement contract are included and/or exceeded,
- Present options for continued, seasonally scaled staffing by officers who have created and maintained a reputation of quality, consistency, and a high level of service.

Currently, KICA provides 24 hour security to enforce their covenants, Resort Security provides 24 hour security to enforce their rules on their properties, and the Town contracts with the Charleston County Sheriff's Office to provide 24 hour state and county law enforcement. However, from 1:00am until 8:00am, the Town has no enforcement presence on the island.

Town Code Enforcement Officers are the only ones able to enforce the Town Ordinances. These Ordinances include for example: the after-hours noise ordinance, all of the Short Term Rental restrictions, fireworks restrictions, several beach-specific ordinances such as lighting control for sea turtle protection, the leash law, fires on the beach, etc. As shown in the statistics provided, after hours Code Enforcement has reduced the number of Short Term Rental Violations by 55% over a three-year period as well as policing the hundreds of other non-STR ordinance violations discovered between 5:00pm and 1:00am - demonstrating need for a Town presence and proving that active patrol and enforcement yields tangible results.

Please find below two options for Code Enforcement Service. The first option maintains the current existing service as drafted in December 2019. The second option will provide an additional seven hours of Code Enforcement coverage, allowing the Town to maintain a presence on-island 24/7.

- **Option 1**

- No Change in Service from the current contract
 - One officer patrolling from 5:00pm to 1:00am daily
 - An additional officer patrolling from 5:00pm to 1:00am from Memorial Day until Labor Day
- 2023 Contract Rate: \$389,376.00

- **Option 2**

- Includes all Option 1 services above
- Add one officer from 1:00am until 8:00am
 - Creates a 24/7 TOKI Code Enforcement presence
 - 68% increase in service
- 2023 Contract Rate: \$529,116.00

We look forward to continuing and deepening our long-standing partnership with the Town of Kiawah Island.

Please don't hesitate to call or email us at any time.

Respectfully,

Robert Edgerton



Michael Sosnowski



Year-to-Year Enforcement Comparison

| Violations | 2020 | 2021 | 2022 |
|--------------------------------|------|------|------|
| STR Violations | 3578 | 2987 | 1631 |
| Property Onwer Violations | 1758 | 1127 | 581 |
| Vehicles Parked on Landscaping | 435 | 328 | N/A |
| Disturbing the Peace/Noise | 101 | 108 | 55 |
| Contractor Issues/Complainnts | 445 | 137 | 317 |
| Fire/Fireworks | 29 | 41 | 4 |
| Public Assists/Medical | 167 | 235 | 91 |
| Alligator Calls/Removals | 39 | 32 | 24 |
| Turtle Activity/Beach Lighting | 41 | 270 | 106 |
| Underage Drinking | 77 | 115 | 22 |
| Trespassing | 6 | 20 | 15 |
| Narcotics | 13 | 20 | 21 |
| Public Nudity | 7 | 21 | 21 |
| Other Ordinance Violations | 143 | 331 | 347 |

Bar Chart Calls for Service by Hour of Day January 1, 2022 to December 31, 2022

