



# Town of *Kiawah Island*

## Mayor

Craig E. Weaver

## Council Members

Maryanne Connelly

Daniel Prickett

Klaus Said

Chris Widuch

## Town Administrator

Stephanie Monroe Tillerson

## TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

December 3, 2019; 2:00 PM

### AGENDA

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Approval of Minutes:**
  - A. Minutes of the Town Council Meeting of November 5, 2019 [Tab 1]
- IV. **Mayor's Update:**
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **Consent:**
  - A. To Consider Approval of Employee Health Insurance Assistance for Calendar Year 2020 [Tab 2]
  - B. To Consider Approval to Enter into a Contract with Segra for Internet and Phone Service [Tab 3]
  - C. To Consider Approval for Code Enforcement Services and a Short-Term Rental Compliance Clerk [Tab 4]
- VII. **Old Business:**
- VIII. **New Business:**
  - A. To Consider Approval of the 2020 Meeting Schedule [Tab 5]
  - B. To Consider Approval of the Settlement Agreement with Exclusive Resorts, LLC [Tab 6]
- IX. **Town Administrator's Report:**
- X. **Council Member:**
  - a. Committee Updates
  - b. General Comments
- XI. **Citizens' Comments:**
- XII. **Executive Session:**
  - A. To Receive Legal Advice on the Webster Rogers Litigation Regarding Potential Settlement or Approval of Legal Contract with Current Town Counsel to Handle Case Until Conclusion.
- XIII. **Adjournment:**



Tab | **1**

**TOWN COUNCIL**

**Agenda Item**

# **WORK IN PROGRESS**

Minutes for the November 5th Town Council Meeting



Tab | 2

**TOWN COUNCIL**

**Agenda Item**



# REQUEST FOR TOWN COUNCIL ACTION

**TO:** Mayor and Council Members  
**FROM:** Stephanie Monroe Tillerson, AICP, Town Administrator  
**SUBJECT:** Employee Health Insurance Assistance for Calendar year 2020  
**DATE:** December 3, 2019

**BACKGROUND:** At the November 26, Ways and Means Committee meeting, the recommendation to Town Council is for the single employee-only premium coverage contribution by the employee to increase an additional \$15/month, and no changes to the remaining coverage tiers for the Health Insurance Coverage.

2019 EE Cost	2020 EE Cost
Employee-only - \$10	Employee-cost - \$25
Employee + Spouse - \$213.28	Employee + Spouse - \$213.28
Employee + Children - \$124.86	Employee + Children - \$124.86
Full Family – 300.44	Full Family – 300.44

There are two premiums set by South Carolina Public Employee Benefit Authority (PEBA), the Employee contribution, and the Employer contribution. The 2020 Premium set by PEBA:

Coverage Tier	# of Participants	PEBA's Rate Structure		
		2020 Total Premium	Max. EE Contribution	Min. ER Contribution
Employee	Total 12	545.62	129.44	416.18
Employee+Spouse	Total 2	1,143.88	332.72	811.16
Employee+ Children	Total 1	875.84	244.30	631.54
Full Family	Total 3	1,458.34	446.14	1,012.20

## 2015-2020 PEBA Employee Only Rates

	Jan. 2015	Jan. 2016	Jan. 2017	Jan. 2018	Jan. 2019	Jan 2020
Standard Plan	\$97.68	\$97.68	\$97.68	\$97.68	97.68	97.68
Vision Plan	\$7.00	\$7.00	\$7.00	\$8.00	8.00	5.80
Dental Plus	\$24.58	\$25.96	\$25.96	\$27.12	27.12	25.96
<b>Total</b>	<b>\$129.26</b>	<b>\$130.64</b>	<b>\$130.64</b>	<b>\$132.80</b>	<b>\$132.80</b>	<b>\$129.44</b>

Based on what was recommended by Ways and Means, the following is the cost and breakdown for the Employee and Employer cost share of the health insurance premiums.

Coverage Tiers	# of Participants	Recommended 2020 Rate Structure			
		EE Premium	ER Premium	EE Share	ER Share
Health		25.00	475.38		
Dental		-	13.48		
Dental Plus		-	25.96		
Vision		-	5.80		
<b>Total</b>	<b>12</b>	<b>25.00</b>	<b>520.62</b>	<b>5%</b>	<b>95%</b>
<b>Employee Only</b>					
Health		133.92	917.12		
Dental		7.64	13.48		
Dental Plus		60.12	-		
Vision		11.60	-		
<b>Total</b>	<b>2</b>	<b>213.28</b>	<b>930.60</b>	<b>19%</b>	<b>81%</b>
<b>Employee + Spouse</b>					
Health		24.42	737.50		
Dental		13.72	13.48		
Dental Plus		74.26	-		
Vision		12.46	-		
<b>Total</b>	<b>1</b>	<b>124.86</b>	<b>750.98</b>	<b>14%</b>	<b>86%</b>
<b>Employee + Children</b>					
Health		160.86	1,144.42		
Dental		21.34	13.48		
Dental Plus		99.98	-		
Vision		18.26	-		
<b>Total</b>	<b>3</b>	<b>300.44</b>	<b>1,157.90</b>	<b>21%</b>	<b>79%</b>
<b>Full Family</b>					

Ways and Means Committee had a lengthy discussion on the employee's premium cost-share percentage and what that should look like with the background and understanding that the prior Town Council debated the same question. In previous years, the Employee-only had 100 percent of their health, vision, and dental premiums paid for by the Town, and whatever that base amount was carried over to the remaining coverage tiers for the other five or six employees.

Last year, approved by Town Council, was the employee-only would take on a participatory role in their health, vision, and dental premiums, and Town Council voted to reduce the employee assistance from \$132.80 to \$122.80. Ultimately, Town Council would like to move to a 20/80 cost-sharing formula with employees. However, because PEBA did not increase the minimum employer contribution for 2020, and going from 2% or \$10/month to a 20% or \$109/month jump in one year would be a hardship for some employees.

**ACTION REQUESTED:** Ways and Means approved and recommended the above 2020 Rate Structure – a 3% increase for the Employee only premium and no change for the remaining tiers.

**BUDGET & FINANCIAL DATA:** General Fund



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**TOWN COUNCIL**

**Agenda Item**



# Request for Town Council Action

**TO:** Mayor and Council Members

**FROM:** Brian Gottshalk, Facilities Manager

**SUBJECT:** Request to change phone and internet provider, to include fiber optic line install

**DATE:** December 3, 2019

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## **BACKGROUND:**

Members of the town staff work hard to make sure that important meetings are accessible to residents that are unable to attend in person. This is done through live streaming and uploading videos to YouTube. This task has become increasingly difficult and time consuming due to the unsubstantial amount of bandwidth. Further, the current setup at Town Hall has the phones connected to the internet via Comcast, with a failover internet with AT&T. This means that when Comcast goes out, the phones are inoperable until connection is restored with Comcast.

## **ANALYSIS:**

Segra is a provider that comes highly recommended from our IT company, Immedion. They will be able to install a fiber line that has a dedicated percentage of bandwidth to be used exclusively for live streaming and uploading. Also, by switching our voice and internet to Segra, The Town would be getting a built in 4G LTE failover that would support our internet and phones. Currently our failover only supports internet.

## **ACTION REQUESTED:**

The Town Staff requests that Town Council approve to enter into a five (5) year agreement with Segra, which includes a cancellation clause, as the main provider for internet, phone, and fiber optic line for Town Hall while maintaining Comcast as the cable provider, as recommended by the Ways and Means Committee.

Currently the Town spends about \$1,910.00 monthly for Comcast services and \$75.00 monthly to AT&T for failover internet service, a total of about \$1,985.00 in monthly recurring charges (MRC). With Segra, the installation amount of about \$550.00 is a nonrecurring cost (NRC). The monthly recurring charges would be around \$2,140.00, which includes voice, internet, fiber line, along with failover voice and internet. The monthly recurring charges for maintaining cable with Comcast is about \$108.00 for a total monthly recurring charge of about \$2,250.00.

## **BUDGET & FINANCIAL DATA:**

Cost Comparison between Current Carriers and Segra



## CURRENT VOICE, INTERNET, AND CABLE SET UP

### Monthly Recurring Charges (MRC)

#### Comcast

Internet and Cable:	\$ 514.64
Voice:	\$1,396.80
<b>TOTAL COMCAST MRC:</b>	<b>\$1,911.44</b>

#### AT&T

Failover Internet and one (1) DSL Line:	\$ 75.00
<b>TOTAL AT&amp;T MRC:</b>	<b>\$ 75.00</b>

**COMBINED TOTAL MRC: \$1,986.44**

#### SEGRA

Voice:	\$1,006.66
Internet/Fiber:	\$ 928.00
Failover (Voice and Internet)	\$ 205.00
<b>TOTAL SEGRA MRC:</b>	<b>\$2,139.66</b>

Cable \$ 107.50

**TOTAL MRC: \$2,247.16**

#### Comcast Buyout

While our service agreement ends on August 4, 2020, the Advanced Retention Specialist at Comcast Corporate has in an email to me that because we are a government entity, we are effectively on a month-to-month plan, as we are able to close an account without early termination fees. The cable that we currently use is \$107.50 monthly plus taxes and fees, so this would be the maximum cable bill.

#### AT&T Buyout

To close this account, The Town will pay an up-front penalty fee of \$25.00 for each remaining month left on the agreement. (March 15, 2020) If we terminate the contract in January, the buyout would be \$75.00



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**TOWN COUNCIL**

**Agenda Item**



# REQUEST FOR TOWN COUNCIL ACTION

**TO:** Mayor and Council Members  
**FROM:** Stephanie Monroe Tillerson, AICP, Town Administrator  
**SUBJECT:** Short Term Rental Code Enforcement and Compliance Clerk  
**DATE:** December 3, 2019

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**BACKGROUND:** Town Council adopted the amended Short Term Rental Ordinance (STR) at its November 5<sup>th</sup> regular scheduled meeting. The amended STR ordinance becomes effective on January 1, 2020.

The amended STR ordinance expanded or added compliance requirements that would be best accomplished by the addition of STR code enforcement officers and a STR compliance clerk.

I have worked with the Town Treasurer in considering a number of staffing scenarios to effectively carry out the expanded or added requirements in the amended STR ordinance, and have concluded it would be best to contract for additional Code Enforcement Services that would concentrate on enforcement of the STR ordinance. Further, I have recognized that additional staff is needed in the finance department to focus attention on “administrative” code enforcement of the STR ordinance. This person would be accountable for routinely scrapping STR platforms for compliance of STRs on Kiawah Island, assist with STR business license and accommodation taxes audit, assist with processing STR business licenses, and other roles and responsibilities related to STRs assigned by the Town Treasurer.

Ways and Means recommendation is to enter into a contract for Code Enforcement of our STR ordinance with Island Beach Services, LLC, for one (1) year with the option of two (2) additional one (1) year renewals at an annual rate of \$288,580; and the Town to hire a STR Compliance Clerk with the initial salary + benefits not to exceed \$59,000.

Island Beach Services, LLC	
Dates of Coverage	Staff/Hours
Memorial Day Weekend through Labor Day Approx: 105 Days]	2 Officers from 5pm to 1am
Off-Season [Approx: 260 Days]	1 Officer from 5pm to 1am
<b>Total</b>	<b>\$288,580.00</b>

**ACTION REQUESTED:** To approve the contract with Island Beach Services, LLC for one (1) year with the option of two (2) additional one (1) year renewals at an annual rate of \$288,580; and to approval to hire a STR Compliance Clerk with the initial salary + benefits not to exceed \$59,000 as recommended by the Ways and Means Committee.

**BUDGET & FINANCIAL DATA:** The new STR annual Fee

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON)

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

**THIS AGREEMENT** is made and entered into this 3rd day of December 2019, between the **TOWN OF KIAWAH ISLAND**, South Carolina (hereinafter "Town") and **ISLAND BEACH SERVICES, LLC** (hereinafter "Contractor");

**WHEREAS**, the Town desires services of a Contractor to provide Code Enforcement Services specifically highlighting the need for enforcement of the Short Term Rental Ordinance for the Town of Kiawah Island, and;

**WHEREAS**, the Town currently contracts with the Contractor to provide Beach and Code Enforcement Services along the 10-mile stretch of Kiawah Island Beach.

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

**1. Objective:**

The contractor shall furnish services to provide for Code Enforcement Services, specifically as mutually agreed upon, specifically highlighting the need for enforcement of the Short Term Rental Ordinance for the Town of Kiawah Island. Employees of Contractor shall provide this service. Generally, the Contractor shall:

- A. Create a chain of communication and accountability between Property Managers, Property Owners, and the Town to enforce the Short Term Rental Ordinance;
- B. Follow the chain of communication established and perform activities communicating the accountability between Property Managers, Property Owners and the Town;
- C. Conduct continuous patrols within the jurisdiction of the Town;
- D. Respond to and attempt to immediately resolve any complaints made by property owners, guests or other entities after hours;
- E. Coordinate response as necessary with other agencies to assist those in need and/or report any potentially dangerous or illicit activity;
- F. Enforce other Town ordinances as required; and
- G. Establish an after-hours presence on the island as representatives of the Town of Kiawah Island.

**2. Schedule:**

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

**Memorial Day Weekend through Labor Day**

Two Code Enforcement Officers (two vehicles)

**Workday: 5:00 p.m. to 1:00 a.m.**

**Off-Season (remainder of the time)**

One Code Enforcement Officer (one vehicle)

**Workday: 5:00 p.m. to 1:00 a.m.**

**3. Agreement Amount:**

The agreement amount is Two hundred eighty-eight thousand five hundred eighty dollars (\$288,580.00) per annum. The contractor shall present an itemized invoice on

or about the first of each month, beginning February 1, 2020. The town shall have fifteen days in which to pay an invoice.

**4. Scope of Work:**

- A. The physical limits of the Work will be within the boundaries of the Town of Kiawah.
- B. Vehicles and Equipment:
  - i. Two 4x4 vehicles with appropriate markings and equipment.
  - ii. All related safety equipment to perform job requirements.
  - iii. One cell phone with a dedicated 'After Hours Patrol' number.
  - iv. Two 800mHz radios – supplied by the Town for each on-duty employee.
- C. Uniform:
  - i. The on-duty employee will wear matching uniforms with markings pre-approved by the Town.
- D. Appearance:
  - i. Employees shall maintain a professional appearance while on duty.
- E. Record-Keeping:
  - i. Each employee will submit a daily shift log – independent of CitizenServe to the Development Services Manager or his designee(s) utilizing an agreeable format.
  - ii. Incident Reports and Enforcement Activity shall be logged utilizing the Town of Kiawah Island's CitizenServe Software.

**5. Qualifications:**

- A. The Contractor is an existing LLC specializing in Beach Management and Public Safety and has been providing the Town with Beach Patrol and Code Enforcement Services since 2009.
- B. The management of Island Beach Services, LLC, Michael Sosnowski, and Robert Edgerton, are certified Code Enforcement Officers for the Town since 2004.
- C. From 2004 until 2015, Mr. Sosnowski and Mr. Edgerton worked as part-time seasonal employees of the Town in an after-hours code enforcement role.

**6. Liability and Insurance:**

- A. The Contractor shall carry and maintain Workman's Compensation insurance in statutory amounts for its employees. The contractor must provide the Town with certification of this coverage.
- B. The Contractor shall carry a comprehensive general liability policy of at least one million dollars (\$1,000,000) per occurrence (combined single limit of liability) to cover operations, equipment, and contractual liability. The policy shall name Town of Kiawah Island as an additional insured. The contractor must provide Town with copies of this policy.
- C. The Contractor shall maintain automobile insurance liability policies on all "Code Enforcement" vehicles with at least five hundred thousand/one million

dollars (\$500,000/\$1,000,000) coverage. The Contractor shall provide Town with copies of these policies.

- D. The Contractor shall defend, indemnify, and hold harmless the Town of Kiawah Island, its elected officials and employees from and against any and all actions, costs, claims, losses, expenses and/or damages arising out of performance of the work by the employees of Contractor.

**7. Terms:**

This agreement shall be for a one year term commencing on the 1st day of January 2020, and expiring on the 31st day of December 2020, with an option to renew for two (2) one year extension, subject to mutual agreement.

**8. Termination:**

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

**9. Modification:**

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

- 10. Effective Date:** This agreement shall be effective January 1, 2020.

WITNESSES:

TOWN OF KIAWAH ISLAND

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Craig E. Weaver  
Its: Mayor

\_\_\_\_\_  
\_\_\_\_\_

ISLAND BEACH SERVICES, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



Tab | 5

**TOWN COUNCIL**

**Agenda Item**

**TOWN OF KIAWAH ISLAND**  
**2020 Town Meeting Schedules\***

All meetings are held at the Municipal Center located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC.  
Schedules are also available at [www.kiawahisland.org](http://www.kiawahisland.org) or by calling 843-768-9166.

**Town Council**  
**Meetings at 2:00 pm**

January 7<sup>th</sup>  
February 4<sup>th</sup>  
March 3<sup>rd</sup>  
April 7<sup>th</sup>  
May 5<sup>th</sup>  
June 2<sup>nd</sup>  
July 7<sup>th</sup>  
August 4<sup>th</sup>  
September 1<sup>st</sup>  
October 6<sup>th</sup>  
November 3<sup>rd</sup>  
December 1<sup>st</sup>

**Arts & Cultural Events Council**  
**Meetings at 2:00 pm**

January 2<sup>nd</sup>  
February 6<sup>th</sup>  
April 2<sup>nd</sup>  
May 7<sup>th</sup>  
June 4<sup>th</sup>  
August 6<sup>th</sup>  
September 3<sup>rd</sup>  
October 1<sup>st</sup>  
November 5<sup>th</sup>  
December 3<sup>rd</sup>

**Arts Council Board**  
**Meetings at 10:00 am**

January 6<sup>th</sup>  
April 6<sup>th</sup>  
July 6<sup>th</sup>  
October 5<sup>th</sup>

**CERT Team**  
**Meetings at 3:00 pm**

January 22<sup>nd</sup>  
April 22<sup>nd</sup>  
July 22<sup>nd</sup>  
October 21<sup>st</sup>

**Planning Commission**  
**Meetings at 3:00 pm**

January 8<sup>th</sup>  
February 5<sup>th</sup>  
March 4<sup>th</sup>  
April 8<sup>th</sup>  
May 6<sup>th</sup>  
June 3<sup>rd</sup>  
July 8<sup>th</sup>  
August 5<sup>th</sup>  
September 2<sup>nd</sup>  
October 7<sup>th</sup>  
November 4<sup>th</sup>  
December 2<sup>nd</sup>

**Public Works Committee**  
**Meetings at 10:00 am**

January 13<sup>th</sup>  
February 10<sup>th</sup>  
March 9<sup>th</sup>  
April 13<sup>th</sup>  
May 11<sup>th</sup>  
June 8<sup>th</sup>  
July 13<sup>th</sup>  
August 10<sup>th</sup>  
September 14<sup>th</sup>  
October 12<sup>th</sup>  
November 9<sup>th</sup>  
December 14<sup>th</sup>

**Public Safety Committee**  
**Meetings at 11:30 am**

January 15<sup>th</sup>  
February 12<sup>th</sup>  
March 11<sup>th</sup>  
April 15<sup>th</sup>  
May 13<sup>th</sup>  
June 10<sup>th</sup>  
July 15<sup>th</sup>  
August 12<sup>th</sup>  
September 9<sup>th</sup>  
October 14<sup>th</sup>  
November 18<sup>th</sup>  
December 9<sup>th</sup>

**Environmental Committee**  
**Meetings at 2:00 pm**

January 14<sup>th</sup>  
March 10<sup>th</sup>  
May 12<sup>th</sup>  
July 14<sup>th</sup>  
September 8<sup>th</sup>  
November 10<sup>th</sup>

**Board of Zoning Appeals**  
**Meetings at 3:00 pm**

January 27<sup>th</sup>  
February 24<sup>th</sup>  
March 16<sup>th</sup>  
April 20<sup>th</sup>  
May 18<sup>th</sup>  
June 15<sup>th</sup>  
July 20<sup>th</sup>  
August 17<sup>th</sup>  
September 21<sup>st</sup>  
October 19<sup>th</sup>  
November 16<sup>th</sup>  
December 14<sup>th</sup>

**Ways and Means Committee**  
**Meetings at 2:00 pm**

January 28<sup>th</sup>  
February 25<sup>th</sup>  
March 24<sup>th</sup>  
April 28<sup>th</sup>  
May 26<sup>th</sup>  
June 23<sup>rd</sup>  
July 28<sup>th</sup>  
August 25<sup>th</sup>  
September 22<sup>nd</sup>  
October 27<sup>th</sup>  
November 24<sup>th</sup>  
December 15<sup>th</sup>

\*Rescheduled meetings will be posted on the website





Tab | 6

**TOWN COUNCIL**

**Agenda Item**

# **WORK IN PROGRESS**

Materials for Tab 6 are not finalized and will be added to the December 3<sup>rd</sup> Town Council Agenda and Materials when completed.