



AGENDA

Town of James Island, Regular Town Council Meeting
September 19, 2019; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

Notice of this meeting was published and posted in accordance with the Freedom of Information Act and the requirements of the Town of James Island.

Members of the public addressing Council during the Public Comment period must sign in. Comments should be directed to Council and not the audience. Please limit comments to three (3) minutes.

1. Opening Exercises
2. Public Comment
3. Consent Agenda
 - a. Minutes: August 15, 2019 Regular Town Council Meeting
4. Information Reports
 - a. Finance Report
 - b. Administrator's Report
 - Annual Department Report
 - Emergency Plan Update
 - c. Public Works Report
 - d. Island Sheriffs' Patrol Report
5. Requests for Approval
 - Oceanview - Stonepost Drainage Easement Engineering Work, Phase II
 - Davis & Floyd Proposal Letter for Brantley Park
 - Remove and Replace fallen trees/stumps along Dills Bluff Rd.
6. Committee Reports
 - Land Use Committee
 - Environment and Beautification Committee
 - Children's Commission
 - Public Safety Committee
 - History Commission
 - Rethink Folly Road Committee Report
 - Drainage Committee

7. Proclamations and Resolutions

- Resolution #2019-16: Intent to Participate in MASC SCMIRF Property and Liability Insurance
- Resolution #2019-17: October, Breast Cancer Awareness Month
- Resolution #2019-18: MASC Hometown Economic Grant: Brantley Park
- Resolution #2019-19: Request for Grant Writer for Town Services

8. Ordinances up for Second/Final Reading:

Ordinance #2019-07: An Ordinance to Amend Chapter 150 of the Town Building Regulations to Include Fire Prevention and Protection

Ordinance #2019-08: An Ordinance Replacing Chapter 151 of the Town Regulations Concerning Flood Damage Prevention and Protection

9. Ordinances up for First Reading:

10. New Business

- Advertising Election

11. Executive Session: The Town Council may/will enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina (Council may take action on matters discussed in executive session)

12. Return to Regular Session

13. Adjournment

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. in Council Chambers, 1122 Dills Bluff Rd., James Island, SC, on Thursday, August 15, 2019. The following members of Council were present: Leonard Blank, Mayor Pro-Tem, Garrett Milliken, Joshua P. Stokes, Darren “Troy” Mullinax, and Mayor Bill Woolsey, presided. Also, Ashley Kellahan, Town Administrator, Brandon Reeser (for Town Attorney, Bo Wilson), Merrell Roe, Finance Director, Mark Johnson, Public Works Director, Sgt. Shawn James, Island Sheriff’s Patrol, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Woolsey called the meeting to order, led Council in prayer and followed with the Pledge of Allegiance. FOIA: This meeting was published and posted in accordance with the Freedom of Information Act and the requirements of the Town of James Island.

Public Hearing: Ordinance #2019-06: Cost Sharing Agreement with James Island Public Service District (JIPSD): Mayor Woolsey opened the Public Hearing. The following persons spoke:

Kathy Woolsey, Vice Chair, James Island PSD: Thanked the Town for the Cost Sharing Agreement. She hopes it will lower property taxes for the citizens of James Island, offset some costs of the PSD; and take a little bite of the 13% tax increase the PSD went through last year.

Commissioner Inez Brown-Crouch, James Island PSD: Commissioner Brown-Crouch said she has been on the PSD for 20 years. She thanked Mayor and Council for the Cost Savings Agreement and what it would do for the people of James Island. She hopes it will go through so that people know that we are doing more than just talking.

Public Comments: No one signed in to speak.

Consent Agenda:

- a. Minutes of July 25, 2019 Regular Town Council Meeting: Motion to approve by Councilman Stokes, seconded by Councilman Mullinax. Passed unanimously.

Information Reports:

- a. Finance Report: Presented by Finance Director, Merrell Roe. Correction was made that the Franchise Fee of \$150,000 is Dominion Energy. Santee Parking is six (6) months’ rent, and \$3,900 Capital Improvement is Railing deposit.
- b. Administrators’ Report: Presented by Town Administrator, Ashley Kellahan. Notice of Election for filing of the Nov. 5 Election has been advertised for Mayor and Council seats. Filing will take place Thursday, August 22, 12N at Town Hall until Sept. 5 at 12N. Staff is now using the GeoThink app., a web-based GIS software. Seventy-four (74) residents attended the Clearview/Eastwood Traffic Calming meeting. As Plan Review meetings are held, these meetings will be held by neighborhoods. A Public Charrette will be scheduled for the island-wide drainage study. There were seventeen (17) Code Enforcement cases this month. Councilman Milliken asked if the GeoThink app. could determine the location of grand trees and ROW in the Town. Mrs. Kellahan said that it could.
- c. Public Works Report: Presented by Public Works Director, Mark Johnson. In addition to report, Mr. Johnson commented that the new Street Sign program is going well. It began in Clark’s Point. Eleven (11) signs have been replaced and fourteen (14) were cleaned. Councilman Milliken thanked Mark Johnson and Douglas Sparling for their prompt attention to replace the Stop Sign on Ft. Sumter Drive. Councilman Mullinax also thanked Public Works staff for the placement of the Radar Sign at the Ft. Johnson and Lighthouse Blvd. intersection.
- d. Island Sheriffs’ Patrol Report: Sgt. James reviewed Crime Statistics. He said some break-in cases are being worked on and an update would be forthcoming. Sgt. James said Charleston County has taken over a few schools (Harbor View, Stiles Pont) from the City. County Officers will patrol

the schools. The Island Sheriffs' Patrol Report was reviewed and received as information. Sgt. James was informed that the No Parking signs have been installed on Grand Concourse. A deputy will be on duty on Wednesday morning for school opening.

Requests for Approval:

Demolition of Unsafe Structure: Mrs. Kellahan presented a quote from Berry Demolition to take down an unsafe structure at 1261 Ft. Johnson Rd., \$11,500. Our Building Official has declared the building uninhabitable. Motion in favor by Councilman Blank, seconded by Councilman Milliken. Councilman Stokes asked if the Town would recover any monies for the demolition. Mrs. Kellahan said the Town would file a lien on the property. Motion passed unanimously.

Tree Protection Agreement with Dominion Energy: Mrs. Kellahan presented the Agreement and noted its similarity to the City of Charleston's Agreement. Motion in favor by Councilman Blank, seconded by Councilman Mullinax.

Councilman Milliken said this is a great start and there are good intentions behind this. He likes the language: "the Town may Town Designee may elect to have an arborist working on behalf of the Town to be present when pruning activities are taking place on Grand Trees and may require twenty-four (24) hour notice for any work to be performed on trees, including Grand Trees, identified by the Town Designee to be special in nature". He further noted the importance in having an Agreement that is somewhat consistent with the City because it would make Dominion's tree trimming process a bit easier. He complimented the staff for doing a good job.

Councilman Stokes said he is in favor of the additional requirements and asked if discussions had been held with Dominion about the Agreement. Mrs. Kellahan said Dominion is on board and have had discussions with the Town. Motion passed unanimously.

Engineering Proposal for Phase III of Dills Bluff Sidewalk: Mrs. Kellahan presented a fee proposal from Johnson, Laschober & Associates (JLA) \$26,500, for design, implementation and construction drawings for the Dills Bluff Sidewalk, Phase 3. This portion of the sidewalk will run from Seaside Ln. to Condon Dr. Motion in favor by Councilman Stokes, seconded by Councilman Mullinax.

Councilman Milliken commented this being a great plan because it is on the side of the Rd. to help preserve many of the Grand Trees. He asked if this would affect any Grand Tree on the side of the Rd. if we go further down. Mrs. Kellahan stated the Conceptual Plans did not show any impacts, but she was unsure. There may be impacts to limbs and we would know more as we get into the design. Mrs. Kellahan will research and respond to Councilman Milliken. Motion passed unanimously.

Oceanview–Stonepost Drainage Easement Engineering Work, Phase II: Mayor Woolsey requested deferral of this agenda item to the September meeting and was granted without objection.

Old Camp Rd. Library - Community Facility Study: Mrs. Kellahan presented a request from Liollo Architecture for possible uses of the old Camp Rd. Library, \$18,700, plus reimbursable expenses. Motion in favor by Councilman Milliken, seconded by Councilman Mullinax. No discussion. Motion passed unanimously.

Committee Reports:

Land Use Committee: No Report.

Environment and Beautification Committee: Councilman Milliken announced that the James Island Pride Committee meets on the third Thursday at 5:30 p.m. and encouraged citizen participation. Adopt-a-

Highway pickup on September 7, 9-11 a.m., Folly Beach Sweep on September 21. Volunteers are still needed for Helping Hands. Please contact Chairman, Stan Kozikowski, (860) 847-0544 to volunteer.

Children's Commission: Councilman Stokes announced that Lights On after school would be held on Thursday, October 24, 6-8 p.m. at Town Hall. Lights On is a nationwide event that celebrates after school programs and the important role it plays in the lives of children. The event is held annually with the four Kaleidoscope sites on James Island.

Public Safety Committee: Councilman Mullinax thanked everyone that helped make National Night Out a success. Neighborhood Council will meet on Thursday, August 22 at 7 p.m.

History Commission: Mayor Woolsey announced that the Committee is waiting on the publication of the History Booklet.

Rethink Folly Road Committee: Mayor Woolsey announced the next meeting on Wednesday, September 25.

Drainage Committee: No Report.

Proclamations and Resolutions:

Resolution #2019-14: Island Sheriffs' Patrol Officer of the Second Quarter: Mayor Woolsey read the Resolution to recognize Deputy James (Hank) Carter as Island Sheriffs' Patrol Officer of the Second Quarter. Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken. Passed unanimously. Deputy Sidney Phillips received tokens of appreciation for Deputy Carter who is on military leave.

Resolution #2019-15: Referendum to Increase Town Council from Four to Six Members: Councilman Mullinax said this is something he has thought about for some time. He commented there are towns in Charleston County (Ravenel, Hollywood, and some in Berkeley County) that has populations that is less than us -- we are at 12,000 and hope to grow more next year. Councilman Mullinax said he thought it was a good idea to put this question on the ballot for the November 2019 Election. This is similar to a question on the ballot in 2010 and it passed with 60% of the votes. He believes there is a strong public support for this and is something that is needed. If the referendum passes, the election to add two additional seats on Council would be held November 2021, and we could stagger those terms and not everyone on Council would be up for election the same time. He said this is a concern that have been expressed by many people. Motion in favor made by Councilman Mullinax, seconded by Councilman Milliken.

Councilman Stokes spoke that he is not opposed to increasing the size of Council. He thinks four members and a mayor have served well for the last seven years. He acknowledges and appreciates the idea that if we were able in the future to annex more properties into the Town, with the additional population that additional representation would be reasonable and welcomed. He agrees with that. We have been working on annexation for quite a while and he hopes that would happen sooner rather than later, but there is no guarantee that it would. Councilman Stokes said he is not in favor of the referendum resolution as worded and would offer an amendment to change the language that if the Town is successful in annexing additional properties.

Councilman Stokes moved to amend that the language reads: Shall the Town of James Island change its number of members of Council from four to six if the Town is successful in annexing significant additional properties into the Town with the two additional positions filled at the next municipal election occurring after the annexation of those additional properties. Councilman Blank second.

Councilman Milliken spoke in opposition to the amendment because it is important to have a body that governs James Island, its statutes, and elections for the State of SC. He said it is important that we have staggered terms because it is specified by the State in that election law. He does not think it should be contingent upon an increase in population because logically if, and when they are all voted off Council, there would be a new cast of characters not having continuity in the process that has taken place prior to that. He think it is important to have some sort of continuity by having a staggered election and should not wait. It should happen sooner rather than later.

Councilman Blank said he agreed that staggered elections would be wonderful; however, many municipalities in the tri-county area that do not have them. He said all of their seats become open at the same time and does not think it has been a problem. Historically, he does not think we have had everyone on Council voted off at the same time. He feels that four people is enough and it is not right to add two persons to stagger an election.

Councilman Stokes commented if this is only to stagger elections that we could stagger terms with the current size of Council. His concern is that we have fixed revenue sources. It is not an enormous increase in our administrative costs; but it is an increase in our administrative costs without an accompanying revenue to come from additional properties annexed into the Town. This is his reason for tying it to that particular issue. He said this is akin to voting as Council to raise the pay they receive and benefit from that vote down the road. He see this as increasing administrative costs of the Town and is uncomfortable in this particular situation. He said if it is to stagger elections, there are different ways to do that.

Councilman Milliken asked if there is a statute and Councilman Mullinax was unaware of one. Councilman Mullinax said the question on the ballot would allow the public to speak to what is best for them, not us telling them. Councilman Stokes noted he is not doing this to tell constituents what is best for them, but Council is elected to make decisions for the Town. He does not want to put a ballot referendum before people to vote on when he is uncomfortable with it, or if it would happen. Councilman Mullinax reiterated that with a population of 12,000, six councilmembers would be good to serve and have the people vote on what is best for them. Councilman Milliken expressed the importance of complying with the SC Code for Municipal Elections.

Mayor Woolsey addressed Councilman Milliken that he does not believe the SC Code for municipalities requires staggered terms and believes there are alternative ways to stagger terms. He used an example of a four-member council and two low vote getters would have staggered terms; but this has not been traditionally popular on those councils. He supposes even at this late time, that Council could pass an ordinance with staggered terms, so with the upcoming election, the low vote getters would be up for election in 2021. He thinks the best way for staggered terms is to increase the size of Council, but has always felt the best time to increase Council's size is subsequent to succeeding in reuniting the Town. He is optimistic that this would happen. Mayor Woolsey said when we have the election in November, if we are able to reunite the Town between now and 2021, at that time a change in the size of Council with staggered terms would work well. He hopes that could happen before 2021. Mayor Woolsey said he has mixed feelings but does not think this is the last chance to allow for staggered terms on Council if we succeed in reuniting the Town.

Councilman Blank said we are not required to have a referendum to add two council seats. It would require a vote of Council, so it is not a necessity to have the referendum. Councilman Mullinax summed that he did not produce the resolution for staggered terms. He said he was approached by people that expressed interest in them if we are able to do it. He pointed out that six members would allow better representation per ratio for our constituents, not for staggered terms. Mayor Woolsey said in the statute that describes the procedures for expanding council, the language in the question must be substantially similar to the language in another section of law for the form of government. Mayor Woolsey called for the vote.

Vote on Amendment: Aye: Councilmen Stokes, Blank
Nay: Councilmen Mullinax, Milliken, and Mayor Woolsey. **Amendment Failed:**

Mayor Woolsey called for the vote on the main motion. Councilmembers Stokes and Milliken gave their position on how they would vote.

Vote on Main Motion: Aye: Councilmen Mullinax, Milliken
Nay: Councilmen Blank, Stokes, and Mayor Woolsey
Motion Failed

Ordinances up for Second/Final Reading:

Ordinance #2019-04: Proposed Change to Zoning and Land Use Development Regulations to include a Change to Add Sentence to Allow LED Message Board Signage for Civic/Institutional Uses (i.e., churches, schools): Motion in favor made by Councilman Blank, seconded by Councilman Stokes. No discussion. Passed unanimously.

Ordinance #2019-05: Proposed Zoning Map Amendment (rezoning) for rear portion of two (2) Low-Density Suburban (RS) District Lots (front portion of RSL to remain RSL) to Community Commercial (CC) District to combine with adjacent CC Zoned Lot for Parking Lot Use: Motion in favor was made by Councilman Blank, seconded by Councilman Milliken. Councilman Blank added that the Planning Commission voted unanimously. Passed unanimously.

Ordinance #2019-06: Cost-Sharing Agreement with James Island PSD: Motion in favor made by Councilman Blank, seconded by Councilman Stokes.

Mayor Woolsey moved to amend the Agreement. He stated that the amended version in front of Council included the Monitoring Clause in Section 10. He said Michael Timbes, (Pope Flynn Group), recommended small editorial changes, which is included, and the Severance Clause is slightly different. The Severability Clause would allow the Agreement to continue if some part of it were deemed illegal by the Court. Councilman Stokes seconded the amendment. Councilman Milliken asked for more clarity of the Severability Clause and Mayor Woolsey gave the explanation. Amendment Passed unanimously.

Mayor Woolsey called for the vote on the Main Motion. Councilman Milliken said he would vote against the main motion because both PSD Commissioners spoke that the Cost-Sharing Agreement is for all James Islanders and, plain and simple, it is not. Councilman Milliken said he represents the people in the Town, but he likes to believe that we are all James Islanders and believes this is unfair to other James Islanders.

Councilman Stokes reiterated his comments from First Reading last month. He said this is something that he has worked for and have been in favor of for a long time. He hopes, as we heard from those Commissioners, that they would evaluate the PSD's financial structure down the road and see if this proposal could make things even better to benefit all of their constituents; not only those in the Town. He said we have an opportunity to make a decision tonight that could have a large impact on the constituents in the Town. He thinks by not acting and doing something that is good for those people because we cannot do it for everybody shirks our responsibility to a certain extent. He will vote for it, and looks forward to tax credits for Town taxpayers and they would see a significant reduction. He said this would help in many places and would make a big difference for everyone.

Mayor Woolsey pointed out that because the Town is paying for services on behalf of our residents, the PSD would collect \$50,000 per year that would benefit all residents in the PSD. He hopes that one day the other people in the PSD would join the Town. He noted that the Town spends its monies on Town residents

and this is a situation where Town funds would be used to help pay for services to our residents in the PSD (fire services, solid waste) to ease the burden. He hopes that people in the unincorporated areas of the PSD would strongly advocate having opportunity to join the Town. Mayor Woolsey said he strongly supports the Agreement. Councilman Milliken said he is glad they are getting \$50,000 but also talked about oversight by Charleston County. Mayor Woolsey called for the vote. Passed 4-1. Councilman Milliken voted No.

Ordinances up for First Reading:

Ordinance #2019-07: An Ordinance to Amend Chapter 150 of the Town Building Regulations to include Fire Prevention and Protection: Motion in favor made by Councilman Stokes, seconded by Councilman Blank. Mayor Woolsey explained the key points in the Ordinance. Councilman Milliken asked for an explanation of Section 102.10.1 relating to Historic Buildings. He asked if the History Commission is approved by the Department of Interior and Mayor Woolsey answered no. Councilman Milliken asked what the process would be and expressed concern that Ft. Johnson may not receive protection under this clause. Mayor Woolsey explained that the Ordinance was recently approved by County Council and we are updating it into our Zoning and Land Use Development Regulations (ZLDR). He said there was no role in this by our History Commission. Councilman Milliken requested further clarification on the Historic Building section and Mrs. Kellahan will provide follow-up. Motion Passed; Councilman Milliken voted no.

Ordinance #2019-08: An Ordinance Replacing Chapter 151 of the Town Regulations Concerning Flood Damage Prevention and Protection: Motion in favor made by Councilman Blank, seconded by Councilman Stokes. No discussion. Passed unanimously.

New Business: None.

Executive Session: Not Needed.

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:59 p.m.

Respectfully Submitted:

Frances Simmons
Town Clerk

Town of James Island

% FY Complete 17%

Monthly Budget Report

Fiscal Year 2019-2020

1st Quarter		4th Quarter	TOTAL	BUDGET
July	August			

GENERAL FUND REVENUE

Accommodations Tax			-	15,000
Brokers & Insurance Tax		1,673	1,673	620,000
Building Permit Fees		791	791	15,000
Business Licenses	1,919	3,291	5,210	365,000
Contributions/Donations-Park				
Grant Reimbursement				5,187
Franchise Fees	149,860		149,860	341,000
Interest Income			-	
Alcohol Licenses -LOP				15,550
Local Assessment Fees			-	3,000
Local Option Sales Tax (rev)			-	400,000
Miscellaneous		11,540	11,540	500
Planning & Zoning Fees	1,326	901	2,227	12,500
State Aid to Subdivisions			-	260,200
Telecommunications			-	30,000
		18,196	Total	171,302
			% of Budget	8%

ADMINISTRATION

Salaries	20,248	30,390	50,638	273,130
Fringe Benefits	7,617	11,259	18,876	103,500
Copier	319	495	814	5,000
Supplies	338	232	570	10,000
Postage	296		296	6,000
Information Services	22,688	5,017	27,706	65,000
MASC Membership			-	5,500
Insurance		32,262	32,262	35,000
Legal Services		4,308	4,308	50,000
Town Codification			-	2,500
Advertising		51	51	5,000
Audit			-	16,000
Elections			-	
Mileage Reimbursement			-	800
Bonding			-	2,150
Employee Training / Screening	90		90	850
Dues and Subscriptions			-	1,500
Training & Travel			-	3,000
Employee Appreciation	53	1,172	1,225	500
Mobile Devices	73	182	255	2,300
Bank Charges	201	126	327	2,000
		85,494	Total	589,730
			% of Budget	23%

ELECTED OFFICIALS

Salaries	3,769	5,465	9,235	50,000
Fringe Benefits	2,409	3,557	5,966	34,000
Mayor Expense	444	14	458	2,000
Council Expense			-	4,000
Mobile Devices		178	178	2,100
		9,214	Total	92,100
			% of Budget	17%

GENERAL OPERATIONS

Salaries	25,778	36,153	61,931	351,765
Fringe Benefits	8,996	13,120	22,116	128,360
		49,273	Total	480,125
			% of Budget	18%

PLANNING

Supplies	26	174	200	600
Advertising			-	1,500
Mileage Reimbursement			-	200
Dues and Subscriptions	267		267	1,040
Training & Travel			-	1,800
Mobile Devices	55	28	83	660
Uniform / PPE			-	500
Planning Commission	250		250	4,000
Board of Zoning Appeals		150	150	4,000
		352	Total	14,300
			% of Budget	7%

BUILDING INSPECTION

Mileage Reimbursement			-	500
Community Outreach			-	500
Mobile Devices	55	55	110	660
Supplies			-	500
Equipment / Software			-	500
Uniform / PPE			-	250
Dues & Subscriptions			-	800
Travel & Training		50	50	1,800
		105	Total	5,510
			% of Budget	3%

PUBLIC WORKS

Mileage Reimbursement			-	300
Training & Travel			-	1,925
Public Outreach				500
Projects	330	5,824	6,154	135,800
Mobile Devices	91	83	175	1,200
Uniform / PPE			-	700
Supplies	930	931	1,861	5,500
Emergency Management		4,070	4,070	15,000
Dues and Subscriptions				425
Groundskeeping	3,555	7,304	10,859	50,000
		18,213	Total	23,119
			% of Budget	11%

CODES & SAFETY

Mileage Reimbursement			-	100
Equipment			-	900
Radio Contract			-	1,400
Training			-	1,000
Supplies	21	76	97	250
Uniform / PPE			-	250
Other Security	53	3,995	4,049	4,320
Sheriff's Office Contract	25,168	14,275	39,443	265,460
Deputy Fringes	7,012	4,187	11,199	73,950
Unsafe Buildings Demolition			-	20,000
Overgrown Lot Clearing			-	4,000
Animal Control				500
Crime Watch Materials			-	250
Membership/Dues				250
	32,254	22,533	Total	54,787
			% of Budget	15%

PARKS & RECREATION

JIRC Contribution			-	4,750
Pinckney Park			-	2,500
Special Events			-	10,000
Dock Street Park				1,500
Youth Sports Program			-	14,725
	-	Total	-	33,475
		% of Budget		0%

FACILITIES & EQUIPMENT

Utilities	1,862	4,119	5,980	28,200
Security Monitoring		152	152	1,200
Janitorial	617	550	1,167	7,000
Equipment / Furniture	1,451	809	2,260	7,500
Facilities Maintenance	471	75	546	6,500
Vehicle Maintenance Expense	304	(836)	(532)	6,000
Generator Maintenance			-	3,500
Street Lights	10,346	10,348	20,694	154,000
	15,050	15,217	Total	30,267
			% of Budget	14%

COMMUNITY SERVICES

Repair Care Program			-	35,000
Teen Cert Program				500
Drainage Committee				500
History Commission			-	4,880
Neighborhood Council		568	568	1,500
Children's Commission			-	4,000
Community Service Contributions			-	30,000
		Total	568	76,380
		% of Budget		1%

CAPITAL PROJECTS

<u>INFRASTRUCTURE</u>				
Quail Drive Sidewalk	61200		61200	61200
Dills Bluff Sidewalk Phase III			0	26500
Dills Bluff Sidewalk, Phase III & IV			0	66500
Lighthouse Point Blvd Sidewalk and Drainge Phase I			0	55000
Regatta Road Sidewalk			0	17000
Town Hall - Second Floor			0	45000
Town Hall Sidewalks to Hillman and to Camp			0	211500
Capital Improvement Projects	3985		3985	100000
Traffic Calming Projects			0	30000
<u>PARK IMPROVEMENTS</u>				
Pinckney Park	2576		2576	347775
Greenbelt Park Project	2250	25500	27750	63750
<u>DRAINAGE PROJECTS</u>				
Greenhill/Honey Hill Drainage Phase i		8000		49657
Lighthouse Pt. Sdwalk & Drainage Phase 1				55000
Oceanview Stonepost Drainage Basin				20000
Hazard Mitigation Project				150000
Drainage Improvement Projects				50000
Santee St. Drainage Improvements		6400	6400	75600
	70,011	39,900 Total	109,911	1,424,482
			% of Budget	0.1

LOCAL OPTION SALES TAX ROLLBACK FUND

LOST Rollback			-	1,025,000
LOST Rollback - Interest Income	220	218	438	3,000
			Total	438
				1,028,000

JIPSD FIRE & SOLID WASTE SERVICES

†Tax Relief			-	1,000,000
Admin Expense			-	10,000
Auditor Expense				10,000
			Total	- 1,020,000

HOSPITALITY TAX

<u>GENERAL</u>				
Hospitality Tax Revenue			-	510,000
The Town Market	866	338	1,204	10,000
Guide to Historic James Island			-	15,000
Rethink Folly Phase I-III, Staff Cost-Sharing		6,229	6,229	20,000
Santee Street Public Parking Lot	13,200		13,200	27,000
Events		2,000	2,000	5,000
<u>PROJECTS</u>				
Camp/Folly Bus Shelter				41,843
Wayfinding Signage			-	12,000
Rethink Folly Road-Phase I-III			-	
Lighting Camp/Dills Bluff				54,683
Folly Road Beautification				25,000
Pinckney Park Pavilion	859	201	1,059	110,925
Greenbelt Park Project	750	9,200	9,950	21,250
1248 Camp Road Building	103	40	143	50,000
Decorative Banners				8,400
Other Tourism-Related Projects			-	108,900
			% of Budget	

TREE MITIGATION FUND

Tree Mitigation revenue			1,392	500
Tree Mitigation expense			-	500
	-	-	Total	1,392

JAMES ISLAND PRIDE

James Island Pride revenue/donations			391	3,100
Jsmes Island Pride expense	-	58	(50)	
Helping Hands Donations			423	400
Helping Hands Expense		150	150	
			Total	-

ADMINISTRATOR'S REPORT

Aug-19

ADMIN NOTES

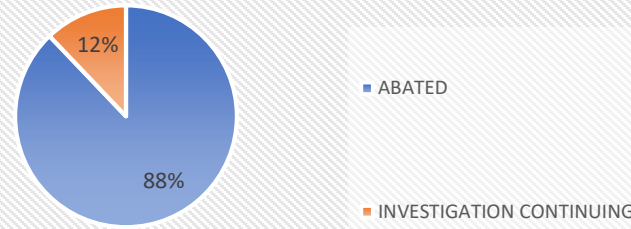
- 1) Aug mtgs at Town Hall - 23 total- 14 were Town Mtgs
- 2) We attended a workshop at the Election Commission to discuss how the upcoming election process would go and new machines, changes etc. Town filing period closed on Sept. 5th.
- 3) Met with Data Max and looking at using this company to explore increasing collection compliance on business licenses.
- 4) moved forward with our migration with VC3 to our MOA system; helpful to get this done before Dorian.
- 5) Met with Charleston Water Systems to review the HBVR sewer spill and work since
- 6) reviewed some changes that needed to be made to our streetscape lighting at camp / dills project as well as finalized plan for additional lighting for safety concerns in Grace Triangle Community

Business Licenses	43
*23 of those processed at Town hall	
Code Enforcement Cases	
TOTAL CASES	490
ABATED	442
INVESTIGATION CONTINUING	61
RANK VEGETATION / SOLID WASTE	129
INOPERABLE VEHICLE	92
TREE CASES	41
NUISANCE PROPERTY	36

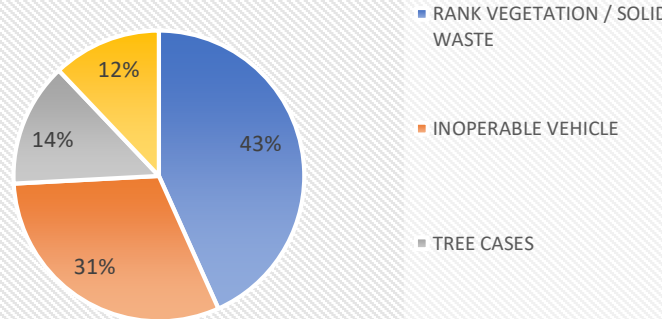
#13 new cases for August

Building Permits & Inspections	Permits	Inspections
	105	138
Building	36	66
Electrical	16	28
Plumbing	10	10
Mechanical	4	8
Gas	7	26
Pool	1	
Roofing	7	
Fire System	-	0
Sign	1	
Trades	23	
Previous Month	76	155

Code Enforcement - Case Status



Code Enforcement - Case Type

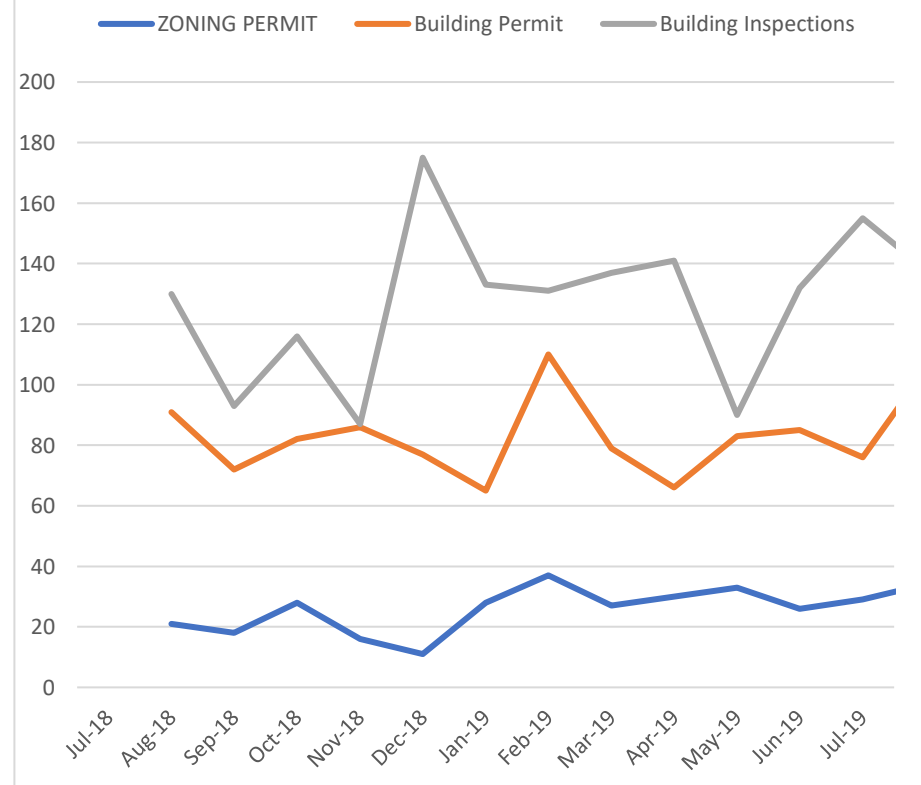


PERMIT TYPE	Aug
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	1
DEMOLITION PERMIT	1
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	3
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	10
REZONING	
SPR	
SIGN PERMIT	
SITE PLAN REVIEW	
SPECIAL EVENT	2
SPECIAL EXCEPTION	
TEMPORARY ZONING	
TREE REMOVAL	14
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	3
TOTAL	34

PUBLIC WORKS NOTES

- 1) 16 new requests for service in August, 4 were drainage related and 9 were street sign related. Town Staff have responded to the requests.
- 3) Construction is underway for Quail Drive sidewalk. Contractor has been installing drainage culvert and inlets.
- 4) Santee St. Drainage Project is currently in permitting with DOT. Highland Drainage Improvements engineering work is underway.
- 5) Jordan Street traffic calming construction got underway and was completed.
- 6) Held a public meeting with residents of Eastwood, Clearview and Stiles Drive to discuss concepts for traffic calming in those neighborhoods.
- 7) Discussed Traffic calming on Schooner Drive with Wesson and Sampson
- 8) Discussed scope and fee for Oceanview-Stonepost drainage completion work with Thomas and Hutton Engineers.
- 9) Discussed repairs to Sweetgrass Creek erosion control with Davis and Floyd
- 10) The James Island Comprehensive Drainage Plan group: Thomas and Hutton preparing to brief elected officials on final plan deliverables.
- 11) Dills Bluff Sidewalk Phase II (Boardwalk) still under construction.
- 12) Staff participated on Charleston County Transportation Development selection committee for new Indefinite Delivery Contracts for engineering services
- 13) Staff continued to water and care for roadside landscaping with in-house resources and remove unwanted vegetation from right of way.
- 14) Staff replaced 11 street name signs. Town Staff replaced no STOP signs that were damaged/faded or otherwise illegible. Staff cleaned an additional 7 traffic signs to extend their service life. 1 pothole was repaired using 1 bags of material.

PERMITS - 13 MONTH HISTORY



COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

Since 2015 the Town has had a Comprehensive Emergency Management Plan for various situations ranging from earthquakes and hurricanes to terrorism and Town Hall incidents. The plan is updated regularly and exercises are held throughout the year to help ensure staff readiness for different events.

The 2019 update to the plan was centered on hurricane response. Changes were made to make the plan more efficient and the plan was adapted to changes made at the County level regarding OPCON Status. The five levels of status have been reduced to three, shown below:

Former OPCON 5:	Condition Normal
Former OPCON 4:	Alert for Possible Hurricane Threat
Former OPCON 3:	Preparing for Evacuation
Former OPCON 2:	Early Evacuation
Former OPCON 1:	Evacuation

New OPCON 3:	Condition Normal
New OPCON 2 (day 1):	Alert for Possible Hurricane Threat
New OPCON 2 (day 2):	Preparing for Evacuation
New OPCON 1:	Evacuation

Some tasks were moved from different positions based on previous experience, and the overall number of staff members directly involved was reduced to streamline effort and improve communication. There is now an away MEOC Staff (Administrator, Town Clerk, and Code Enforcement) that relocates to the Greenwood County Emergency Operations Center to maintain communication with Staff at Town Hall, Charleston County EOC, and the State Emergency Preparedness Division. A separate Operations team (Mayor, Public Works, Finance, and Facilities Maintenance) remains at Town Hall to carry out activities such as sandbag distribution and damage assessment. Staff conducted an exercise in August to test the plan.

The plan was in place for the Town to use in response to Hurricane Dorian earlier this month. A “hot wash” will be held to examine what worked well and what remains to be addressed as the plan continues to be updated over time. Overall, the plan worked well and the Town had a good response to the storm.

Moving forward, the Town will work internally to improve the plan based on training and experience. Atlantic Business Systems, a contractor to the Town, will continue to be involved in ongoing training exercises to help the Town stay prepared for all types of issues.



682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522
MT. PLEASANT, SC 29464 | 843.849.0200
WWW.THOMASANDHUTTON.COM

August 22, 2019

Mr. Mark Johnson
Town of James Island
1122 Dills Bluff Road
James Island, SC 29412

Re: Proposed Scope and Fee for
Design Related Services Associated with
Proposed Drainage Improvements in
Vicinity of Stone Post/Ocean View Roads
Charleston County, South Carolina

Dear Mr. Johnson:

Thank you for requesting our engineering services associated with the evaluation, design, and permitting of drainage improvements downstream of the Ocean View subdivision located near the intersection of Fort Johnson and Camp Roads. Per our discussion during our meeting on August 7, 2019, we understand that the Town would like to connect the drainage system via a new channel from Ocean View Road to the existing channel and culvert that crosses Stone Post Road.

Based upon information referenced from the documents provided by the Town along with information gathered during our site visit, we have prepared the following scope of services and fee for your review and approval.

Data Collection Phase

The following services will be completed as part of the Data Collection Phase.

Topographic Survey

As requested, we propose to provide a corridor topographic survey for the portions of existing drainage channel and culverts located between Ocean View Road and Stone Post Road. The survey corridor will include the proposed channel alignment (see the attached survey limits worksheet).

The survey for this portion of the project will include cross sections completed along the referenced drainage channel and proposed channel alignment at approximately 50-foot intervals, with a corridor width of approximately 100 feet centered on the proposed alignment. The survey, consisting of one-foot (1') contours, will include known utilities such as drainage pipes/culverts/structures, water distribution piping and structures, sanitary sewer and structures, and above-ground structures within the survey limits referenced above. Existing underground utilities will be located by a private utility locating service. Trees that are 8-inches and greater will be surveyed.

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_____ **Consultant's Initials**

Existing wetlands and critical areas will be delineated by flagging within the proposed drainage improvement project limits. The delineations will be surveyed, and a plat of the delineated wetlands and critical area, along with the project limits, will be prepared by Thomas & Hutton.

Drainage Study Phase

A limited drainage study will be conducted to identify the minimum requirements and dimensions of the proposed drainage channel and associated improvements.

Supplemental H&H Data Collection

In addition to the survey related items noted above, Thomas & Hutton will collect readily available data that can be used in the assessment of drainage and flooding issues in the area. GIS mapping data will be used from Thomas & Hutton's in-house library of GIS data. This data includes DEM, contours, aerials, soils, roads, parcels, etc.

It is anticipated that the completed initial drainage study work (including limited drainage calculations) for the James Island Drainage Study (Charleston County, 2019) would be used as the basis for this limited drainage study.

Existing Conditions Model Development

Using the drainage related data collected (as noted above) and supplemented with collected survey data, a basic hydrologic and hydraulic (H&H) model of the basins main drainage system will be developed. The model will be limited to the upper portion of the Mill Creek Basin (as identified in the James Island Drainage Study), extending from the headwaters to Teal Avenue.

Post-Improvement Conditions Model Development

Based on initial discussions with the Town, the improvement condition shall consist of an improved channel (with an associated maintenance access shelf) from Ocean View Road to Stone Post Road. In addition, culvert improvements at Oceanview and Stone Post Roads may be considered.

The improvements will be assessed by incorporating them in a post-improvement conditions model. The proposed improvements will be optimized based on project constraints, engineering judgment and input from the Town. The recommended design improvements will be described in a basic engineering report, including a conceptual design (see below).

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Conceptual Design

Upon completion of the data collection and hydrologic/hydraulic evaluations, Thomas & Hutton will prepare a conceptual layout of the proposed features associated with the recommended improvements (based on collected survey data). The conceptual layouts will contain sufficient detail regarding the location and size of the proposed features for the various improvements. An opinion of construction costs will be developed for the recommended improvements for the Town's review.

Design Phase

Preliminary Design

Upon completion of the data collection phase and drainage study phase referenced above, we will prepare a preliminary design plan set based on the recommended improvements presented as part of the conceptual design referenced above for the Town to review. The preliminary plans will provide information regarding the proposed drainage improvements.

Utility Relocation Coordination

During the preparation of the preliminary design, necessary utility relocations will be identified. Thomas & Hutton will coordinate with the affected utility owners and the Town to develop the design and layout of the necessary utility relocations. Thomas & Hutton will schedule one utility coordination meeting to be attended by all affected utilities and the Town. If additional coordination meetings are required these will be considered Additional Services and will be billed on a time and expense basis. Necessary utility relocations will be shown on the plans.

Final Design

Upon receipt of comments from the Town on the preliminary set of plans, a final set of plans will be developed for submittal to the various permitting agencies. As part of the final design, an opinion of construction costs will be developed for the Town's reference. Upon receipt of all applicable permitting approvals (see section below), and upon completion of the easement acquisition by others, an "Issued for Construction" set of plans will be prepared and provided to the Town.

Permitting

Thomas & Hutton will submit the final plans to the applicable local, state, and federal agencies for review on behalf of the Town. This task includes revising plans according to agency comments and, if requested, meeting with the agencies on behalf of the Town. Note that an estimated permit fee budget is included in the attached fee schedule for stormwater related permitting. The permit fee budget has been estimated based on the NPDES stormwater review fees required by SCDHEC.

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Agency submittals anticipated for this project include:

- USACOE Wetland Nationwide Permit
- SCDHEC OCRM CZC
- SCDHEC BOW Stormwater NPDES NOI
- Charleston County MS4
- SCDOT Encroachment Permit

With regards to the wetland and critical area permitting, we have assumed that only freshwater wetland areas are present and the USACE will allow for the proposed scope of work to be completed under a Nationwide Permit. If USACE requires an individual permit, the additional effort associated with an Individual Permit will be considered Additional Services. Additionally, we assume that there will not be any critical area impacts. Therefore, we have not included critical area permitting in this proposed scope of services.

Note that we assume that the drainage evaluation report (with minor revisions) that we prepare as part of the study referenced above will suffice to support all permitting efforts. If additional evaluation(s) are requested by the permitting agencies, these evaluations will be completed as additional services.

Coordination Meetings

Coordination meetings (aside from the utility coordination meeting referenced above) may be necessary throughout the duration of the design and permitting phase. A budget for two (2) coordination meetings is included in the attached fee estimate. If additional meetings are required, the meetings will be billed out on a time and expense basis.

Easement Plat Preparation

The preparation of drainage easement platting and related property/boundary survey is not included in the scope of this proposal. Upon request, we can provide these items as Additional Services.

Construction Technical Assistance

Thomas & Hutton will provide construction technical assistance to the Town on an as-needed basis and at the Town's request. As such, this task will only be billed against as needed, not to exceed the number of hours for this task as noted in the attached fee schedule.

Exclusions

The following activities are considered to be exclusions to the proposed scope of services described within.

- Boundary Survey
- Hydrographic Survey

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- Wetland Mitigation Plans
- Permit fees other than NPDES coverage fee assessed by BOW
- Critical area permitting
- Structural design of headwalls, wingwalls, box culverts, etc.
- Phase 1 and/or 2 Environmental Assessment
- Archaeological survey and report
- Endangered species survey and report
- Preparation of a Landscape Plan
- Off-site work unless specifically covered in the scope of services
- Additional Drainage Evaluations
- Technical Specification Preparation
- Bid Document Preparation and/or Bid Procurement Administration
- Construction Oversight
- Expert Testimony
- Attendance at Public Meetings and/or Preparation of Presentation Materials for Public Meetings
- Preparation of right-of-way/easement parcel exhibits and/or plats
- Property Appraisals
- Right-of-way and/or Easement Staking
- Right-of-way and/or Easement Acquisition Services

At the request of the Town to complete the additional services listed above, we will provide a subsequent budget increase authorization request for the Town to approve prior to completion of the additional service.

Fees

We propose that the payment for our services will be as follows for this Project:

Phase	Fee Structure	Fee or Time & Expense Budget
Data Collection Phase	Lump Sum	\$20,100.00
Drainage Study Phase	Lump Sum	\$14,900.00
Design Phase	Lump Sum	\$26,000.00
Permitting Phase	Time & Expense	\$22,000.00
Coordination Meetings	Time & Expense	\$ 3,900.00
Construction Technical Assistance	Time & Expense	\$ 3,000.00
Total Estimated Fee		\$89,900.00

The above fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project.

This project will be completed in accordance with the attached terms and conditions. We anticipate commencement of our work within 15 working days from receipt of your notice to proceed. The following is our proposed schedule:

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_____ **Consultant's Initials**

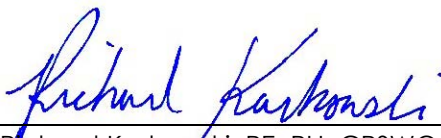
Phase	Duration (Calendar Days)	Notes
Data Collection	30	Begin within 15 working days of receipt of NTP
Drainage Study Phase	30	Begin upon completion of Data Collection Phase
Preliminary Design	60	Begin upon completion of Drainage Study Phase
Final Design	15	Begin upon receipt of Town review comments
Permitting	90	Estimated, Begin upon completion of Preliminary Design
Meetings / Const. Tech. Assistance	n/a	As Required

Note that the permitting phase will commence upon the completion of the final plan preparation task in the Design Phase.

It is our understanding that no work will commence until written authorization is provided to us by you for the Project.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 
 Richard Karkowski, PE, PH, CPSWQ, D.WRE
 Principal/Water Resources Dept. Manager

By 
 Ken E. Nagel, P.E.
 Project Manager

KEN/ala

Enclosures: General Provisions
 Consulting Services Rate Sheet

TOWN OF JAMES ISLAND

ACCEPTED: _____, 2019

By _____

 TITLE

_____ **Owner's Initials**

_____ **Consultant's Initials**

PAYMENT FOR SERVICES

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

OWNER'S RESPONSIBILITIES

A. Access

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. OWNER's Representative

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way

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_____ Consultant's Initials

might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

ACCESSIBILITY

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [the execution of this Agreement, submission to building authorities, or other appropriate date] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

BETTERMENT

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER

shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **\$100,000 or the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

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_____ Consultant's Initials

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, the CONSULTANT's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business,

loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

DELAYS

The OWNER agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or

_____ Owner's Initials

_____ Consultant's Initials

remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event shall the CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

AMENDMENT

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

_____ **Owner's Initials**

_____ **Consultant's Initials**

January 1, 2019 – Rev. January 30, 2019

Owner's Initials

Consultant's Initials

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2019 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 240.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 220.00	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 200.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V Survey Party (3-Men)	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 185.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 170.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 160.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 145.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I Survey Party (2-Men)	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Senior Application Developer I, Software/Computer Consultant I
\$ 135.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 125.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 115.00	Designer II Engineering Technician II	Staff Surveyor III	Landscape Designer II	GIS Analyst II		Application Developer II
\$ 105.00	Designer I Engineering Technician I	Survey Party (1-Man) Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 95.00	CADD Technician III	Survey Technician III Staff Surveyor I	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 90.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 85.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 80.00						Admin II
\$ 75.00						Admin I
\$ 400.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at \$0.55 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2020, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

DAVIS & FLOYD

SINCE 1954

September 10, 2019

Ms. Ashley Kellahan
Town Administrator
Town of James Island
1122 Dills Bluff Rd
James Island, SC 29422

Via Email: akellahan@jamesislandsc.us

Re: Proposal for Professional Services
Brantley Park
Inspections, Civil Engineering and Permitting.
James Island, SC

Dear Ms. Kellahan:

Davis & Floyd (D&F) appreciates the opportunity to offer a proposal for professional services to support the design and permitting of the new Brantley Park located in James Island, SC. Our proposed task, further defined within the attached Scope, generally includes inspection of the existing dock, civil engineering design, landscape architectural design, and permitting services.

We hope that you find our total proposed fee of **\$42,835.00**, including expenses, to be acceptable. A breakdown of the fee per Task of this work is included in the below table.

Brantley Park - Task		Effort
A – Existing Dock Inspection and Evaluation	\$	6,260.00
B – Civil Engineering & Landscape Architecture	\$	12,075.00
C – Boards & Commission Reviews	\$	6,110.00
D – Permitting	\$	11,360.00
E – Construction Services	\$	7,030.00
Brantley Park Total Lump Sum Fee	\$	42,835.00

3229 W. Montague Avenue, North Charleston, SC 29418

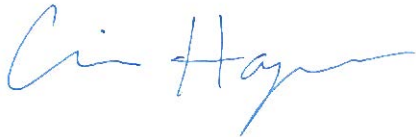
O. (843) 554-8602 F. (843) 747-6485

WWW.DAVISFLOYD.COM

A copy of D&F's Agreement for Professional Services is enclosed with this letter. Should you approve of the Scope of Services, Terms of Compensation, and the Terms and Conditions, you may execute a formal contract by executing the Agreement and returning to our attention. Thank you for allowing Davis & Floyd the opportunity to support this project. Please don't hesitate to contact us should you have any questions or concerns.

Very truly yours,

DAVIS & FLOYD

A handwritten signature in blue ink that reads "Chris Haynes". The signature is fluid and cursive, with a long horizontal stroke at the end.

Chris Haynes, PLA
Senior Landscape Architect

A handwritten signature in blue ink that reads "Brent P. Robertson". The signature is cursive and includes a horizontal line at the end.

Brent Robertson, PE
Vice President

DAVIS & FLOYD

SINCE 1954

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 10 day of September, 2019 between The Town of James Island (Client) and Davis & Floyd, Inc. (D&F), along with the referenced Attachments, constitute the entire Contract. Acceptance is limited to the terms and conditions stated herein and attached.

SERVICES: Client authorizes D&F to provide services as set forth below in connection with Client's project (Project) described as follows: Dock Structural Inspection, Landscape Architectural Design, Civil Engineering Design, & Permitting for new Brantley Park.

SCOPE: D&F agrees to provide the Professional Services as defined in the attached Scope of Services (Attachment A).

COMPENSATION: Compensation for the Professional Services described above will be billed on a Lump Sum basis for a total amount of \$ 42,835.00.

CONTRACT VALIDITY: This Contract is valid only if signed within thirty calendar days of the date of this Agreement as noted above unless officially agreed to by both parties. No modifications, alterations, changes, or waiver to the Standard Terms and Conditions shall be valid or binding unless officially agreed to and acknowledged by both parties.

Through the signing of this Agreement the signatory represents and warrants that they are duly authorized to enter into this Agreement on the Client's behalf. Signatory further acknowledges receipt and acceptance of Standard Terms and Conditions (Attachment B).

Client Acceptance

Signature

Name of Signatory

Title

Date

Davis & Floyd, Inc.

Brent P. Robertson

Signature

Signature

Brent P. Robertson, PE

Name of Signatory

Vice President

Title

9/10/2019

Date

Date

Attachments:

- A) Scope of Services
- B) Standard Terms and Conditions
- C) D&F Standard Rate and Reimbursable Schedule

LS Revised 3/26/2018

DAVIS & FLOYD

SINCE 1954

Summary of Scope

Davis & Floyd (D&F) will provide structural engineering, landscape architecture, civil engineering, and permitting services to support the design of the new Brantley Park located on the corner of Folly Road and Brantley Drive in James Island, SC. Our proposed scope includes structural inspection of the existing dock, landscape architectural design, civil engineering design, permitting, and limited services during construction.

A – Structural Inspection of Existing Dock

Davis & Floyd structural engineering personnel will perform a visual inspection of the existing dock at low tide to assess its current structural condition. The inspection will be made from the top of the deck since the marsh is too soft to allow an inspection by foot from below. During the inspection, the dimensions of the existing framing elements will be measured, so their sizes can be determined. Once the sizes are determined, D&F will perform an analysis to determine the allowable live load capacity of the existing dock in pounds per square foot and provide our professional opinion on if it should be used by the public in its current structural condition. A written report will be prepared that presents the findings of the structural inspection, the allowable live load capacity of the dock, and general recommendations for repairs if any deteriorated items are found during the inspection.

Services during the Structural Inspection phase include:

- A.1** On-site inspection of existing dock.
- A.2** Final inspection report.

Structural Exclusions: The scope of work does not include the preparation of drawings or technical specifications for any needed repairs or any construction cost estimates for any needed repairs. A new inspection should be performed three years after the date of the above proposed inspection (or sooner if future conditions require). This additional inspection is excluded from this scope of work.

B – Civil Engineering & Landscape Architecture

Based off of the approved conceptual plan (attached as exhibit), D&F will design and prepare Construction Documents and technical specifications to be submitted to the City of Charleston for the design of parking and a new park space located on the corner of Folly Road and Brantley Drive. D&F staff will attend 3 (three) meetings with the Town to discuss and review any changes necessary for resubmittals to any of the City's Boards (See permitting limitations in 'Section D' below). The drawings developed during this phase of the project will be used as plans for permitting and will include the following:

- B.1** Construction Documents Including:
 - B.1a** Cover Sheet and General Notes
 - B.1b** Existing Conditions Plan
 - B.1c** Demolition Plan
 - B.1d** Site Plan
 - B.1e** Grading Plan

- B.1f** Drainage Plan
- B.1g** Erosion Control Plan
- B.1h** Detail Sheets
- B.1i** Landscape Plans

C – Board Reviews & Permitting

Based on the completed construction documents, D&F will prepare and submit permit applications to the following Boards and Permitting Agencies:

- C.1** Permitting Agencies
 - C.1a** DHEC SWPPP Report and Associated Documents
 - C.1b** City of Charleston MS4 Permitting
 - C.1c** City of Charleston Technical Review Committee (TRC)
 - C.1d** City of Charleston Design Review Board (DRB)
 - C.1e** SCDOT Road Encroachments for Brantley Dr.

Permitting Exclusions: It is assumed that no more than 2 (two) TRC submittals/meetings and 2 (two) DRB submittals/meetings will be required by the City of Charleston to approve the plans. Additional review or approval meetings will be considered additional services and billed at the rates shown in the attached Standard Rate and Reimbursable Schedule. As no wetland impacts are anticipated, no wetland permitting is included as a part of this scope.

D – Limited Construction Coordination

D&F engineers and landscape architects will provide limited assistance during construction and will provide the following services:

- D.1** Limited Construction Services
 - a. Construction submittals and contractor RFI's.
 - i. D&F will review and respond to contractor RFI's during construction. D&F will also review the original contractor submittal and 2 (two) revised submittals. Additional submittal review will be charged at our current rate table.
 - b. Site visits
 - i. D&F will attend 3 (three) site visits during the course of construction. The site visits will be limited to two hours each and will include a brief report of the status of the project. The site visits will be scheduled around start of construction, mid-construction, and final construction to generate a contractor punch list and a final site visit for closeout with the City of Charleston and OCRM.
 - c. Project Close-outs
 - i. D&F will prepare and submit close-out documents for DHEC Notice of Termination.
 - ii. D&F will review as-builts submitted by the contractor as a part of the close-out process.

Deliverables for Tasks A thru D will be an electronic transmittal of final production files and a .pdf copy of associated sheets.

(End of Scope of Services)

DAVIS & FLOYD, INC.

STANDARD TERMS AND CONDITIONS

Unless otherwise agreed in a written contract, services provided by Davis & Floyd, Inc. are expressly limited to the terms and conditions stated herein.

1. **QUALITY OF WORK.** All services of Davis & Floyd, Inc., ("D&F"), and its subsidiaries, independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted industry practice. All estimates, recommendations, opinions and decisions of D&F will be on the basis of the information available to D&F's experience, technical qualifications, and professional judgement.

2. **INVOICES AND PAYMENT.** Invoices will be submitted periodically directly to the Client (customarily on a monthly basis) and are due and payable upon receipt. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Client will be responsible for any applicable taxes in the manner and amount as required by law.

Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors; identifiable drafting and stenographic supplies; computer time and software; and expandable materials and supplies purchased specifically for the Project. A ten percent (10%) handling and administrative charge will be added to those foregoing items, which are purchased from outside sources. When D&F, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense. Analyses performed in the D&F's or D&F's subconsultant's laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the proposal.

Unpaid balances shall be subject to a late charge at the rate of one and one half percent (1.5%) per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, D&F may, after giving seven days written notice to Client, suspend services without liability until Client has paid in full all amounts due D&F on account of services rendered and expenses incurred, including late charges on the past due invoices. Payment of invoices is not subject to discounting by Client. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the agreement between D&F and the Client. Venue of legal proceedings shall be in the county of the principal place of business of D&F.

3. **CHANGES OR DELAYS.** Unless the accompanying Proposal provides otherwise, the proposed fees constitute the D&F's estimate to perform the services required to complete the Project, as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. D&F will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

4. **INSURANCE.** As protection for D&F, Workers Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance is maintained at D&F's expense. Certificates of such insurance will be provided to Client upon request. D&F agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available, from carriers acceptable to D&F) provided the costs for additional insurance are reimbursed by Client.

5. **INDEMNIFICATION AND ALLOCATION OF RISK.** To the fullest extent permitted by law, D&F shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of D&F, D&F's officers, directors, partners, employees, and consultants in the performance of D&F's services under this agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless D&F, D&F's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this agreement.

To the fullest extent permitted by law, D&F's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of D&F and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that D&F's negligence bears to the total negligence of Client, D&F, and all other negligent entities and individuals.

6. **LIMITS OF LIABILITY.** It is understood that any and all professional liabilities incurred by D&F throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by D&F, not including reimbursable expenses and subconsultants, for all services rendered on the Project.

7. **LITIGATION.** In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by D&F, in connection with work performed for that Client, shall be paid by the Client. Such costs shall include, but not be limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney's preparation of testifier and advice of counsel in connection with response to subpoenas, and other expenses deemed reasonable and associated with said litigation.

8. **ACCESS.** Client shall arrange for safe access to and make all provisions for D&F and D&F's consultants to enter upon public and private property as required for D&F to perform services.

9. **TERMINATION.** Either party may terminate the Agreement, in whole or in part, by giving seven days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs D&F incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.

10. **CONFIDENTIALITY.** D&F shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client not otherwise previously known to D&F or in the public domain, as Client expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of D&F, (2) is furnished or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Client agrees that D&F may use and publish Client's name and a general description of D&F's services with respect to the Project in describing D&F's experience and qualifications to other Clients or potential Clients.

11. **COST ESTIMATING.** Since D&F has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the cost of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified professional, familiar with the construction industry; but D&F cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such a determination.

12. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications, prepared or furnished by D&F (and D&F's subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and D&F shall retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by D&F for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to D&F or D&F's subsidiaries, independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle D&F to further compensation at rates to be agreed upon by Client and D&F.

13. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by D&F. Files in electronic media format of text, data, graphics, or of other types that are furnished by D&F to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, D&F makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by D&F at the beginning of the assignment. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 30-day acceptance period. D&F shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

14. **HANDLING OF SAMPLES.** With regards to samples received by D&F for laboratory analysis, after the analytical results have been reported, samples are routinely retained in our storage facilities for 14 days. Prior arrangements must be made if samples are to be held for longer periods. D&F may charge a monthly fee for long-term storage of samples. Unused portions of samples found or suspected to be hazardous according to state or federal guidelines may be returned to the Client upon completion of the analytical work. These include samples known or suspected to contain hazardous materials as defined by state or federal regulatory agencies. The cost of disposal or returning the samples may be invoiced to the Client. The sample and portions thereof remain the property of the Client at all times.

15. **RETENTION OF LABORATORY REPORTS.** After analytical results have been reported to Client, D&F will normally retain copies of such analytical reports for a period of three years, after which time such reports may be destroyed. D&F makes no guarantee and assumes no responsibilities for retention of such reports. If Client requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

16. **CONTROLLING AGREEMENT.** To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these Standard Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in Client's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the service under this proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by D&F. D&F's acknowledgement of receipt of any purchase order, requisition, notice or authorization of D&F's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

17. **PROPRIETARY DATA.** The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without express written consent of D&F.

18. **GOVERNING LAW.** This Agreement is to be governed by and construed in accordance with the law of the principal place of business of D&F.

19. **CONTRACTS.** All contracts are subject to review and approval by D&F's legal department and must be signed by a corporate officer.



RESOLUTION #2019-16

RESOLUTION OF INTENT TO PARTICIPATE IN THE SOUTH CAROLINA MUNICIPAL INSURANCE AND RISK FINANCING FUND

Be It Resolved that the governing board of the Town of James Island during its regular meeting on 09/19/19 authorized the Town of James Island to request participation in the South Carolina Municipal Insurance and Risk Financing Fund effective _____.

Be It Further Resolved that Ashley Kellahan, Town Administrator, is authorized to sign all documents required for the Town of James Island to participate in the South Carolina Municipal Insurance and Risk Financing Fund.

ATTEST:

SIGNED:

(Name)

(Name)

(Title)

(Title)

Town of James Island
A Proclamation to Observe Breast Cancer Awareness Month
October 2019

WHEREAS, October 2019 marks 34 years that National Breast Cancer Awareness Month has educated women about early breast cancer detection; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer; and

WHEREAS, breast cancer is the most commonly diagnosed cancer in women and is the second leading cause of the cancer death among women; and

WHEREAS, the American Cancer Society estimates that about 12.4% of American woman will develop breast cancer during their lifetimes; and

WHEREAS, approximately 252,710 new cases of invasive breast cancer will be diagnosed in women this year; and

WHEREAS, this year about 40,290 women will die from breast cancer; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, including significant decreases in mortality; and

WHEREAS, the more than 2.8 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines and offering treatment to those who are affected.

NOW, THEREFORE, be it proclaimed that the Town Council of the Town of James Island, South Carolina does hereby recognize the month of October 2019 as Breast Cancer Awareness Month and ask all residents to join in this worthwhile cause, to celebrate successes and memorialize lost battles.

Enacted this the 19th day of September, 2019.

Bill Woolsey, Mayor

Leonard Blank, Mayor Pro Tem

Darren "Troy" Mullinax, Councilman

Garrett Milliken, Councilman

Joshua Stokes, Councilman

ATTEST

Frances Simmons, Town Clerk _____

RESOLUTION #2019-18

RESOLUTION COMMITTING THE TOWN OF JAMES ISLAND TO PROVIDING A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES WITH GRANT FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF JAMES ISLAND, here assembled on this 19th day of September, 2019, that the Town of James Island Council hereby commits to provide a local cash/in-kind match of at least \$3,750, which equals the minimum 15 percent local match required by the Municipal Association of South Carolina, to support the Town of James Island's application for a \$25,000 Hometown Economic Development Grant. These grant and local matching funds will be used for Brantley Park.

BE IT FURTHER RESOLVED that the Council will follow its procurement policy adopted in accordance with the SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

This Resolution is made in regard to the submission of an application for Hometown Economic Development Grants funds to the Municipal Association of South Carolina on or before September 27, 2019.

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

Dated: _____

ORDINANCE #2019-07

An Ordinance to Amend Chapter 150 of the Town Building Regulations to include Fire Prevention and Protection

WHEREAS, The Town of James Island has an Intergovernmental Agreement with Charleston County to Manage our Building Services Program and Floodplain Management; and

WHEREAS, the Town of James Island needs to update its regulations regarding building construction to implement the changes in the 2018 Construction Codes; and

WHEREAS, certain provisions of this Ordinance need to be reformatted to provide administrative procedures required by the 2018 Construction Codes and support the changes in the changes to Chapter 151 of the Town Regulations Concerning Flood Damage Prevention and Protection.

NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA:

Exhibit A

Major Changes

Exhibit B Charleston County Ordinance: “An Ordinance Amending Chapter 3 of the Code of Ordinances, Charleston County, Entitled “Buildings and Building Regulations” and Chapter 8 of the Code of Ordinances, Charleston County, Entitled “Fire Prevention and Protection”

Effective Date: This Ordinance shall become effective upon its second reading.

First Reading: August 15, 2019

Second/Final Reading: September 19, 2019

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

ORDINANCE #2019-08

An Ordinance Replacing Chapter 151 of the Town Regulations Concerning Flood Damage Prevention and Protection

WHEREAS, The Town of James Island has an Intergovernmental Agreement with Charleston County to Manage our Building Services Program and Floodplain Management; and

WHEREAS, as the environment changes, rising floodwaters due to sea level rise and outdated or incomplete drainage systems is a growing concern; and

WHEREAS, this Ordinance takes strides to reduce flooding risk in adaptive and innovative ways to protect citizens; and

WHEREAS, the Town of James Island finds it in the public interest and a benefit to the general health, safety and welfare of the residents of James Island to adopt this Ordinance replacing the Town's current floodplain management regulations.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA:

Exhibit A Major Changes
Exhibit B Charleston County Ordinance: An Ordinance Replacing, Chapter 9 of the Code of Ordinances, Charleston County, Entitled "Flood Damage Prevention and Protection" and Other Matters Related Thereto

Effective Date: This Ordinance shall become effective upon its Second Reading.

First Reading: August 15, 2019

Second Reading: September 19, 2019

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

MAJOR CHANGES to AN ORDINANCE AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, CHARLESTON COUNTY, ENTITLED "BUILDINGS AND BUILDING REGULATIONS" AND CHAPTER 8 OF THE CODE OF ORDINANCES, CHARLESTON COUNTY, ENTITLED "FIRE PREVENTION AND PROTECTION"

1. The provisions of the International Existing Building Code may apply to all matters governing the design and construction of existing buildings.
2. **Area of applicability.** This article shall affect all unincorporated areas of the County, unless this article is adopted by an incorporated area, excluding any parcels of land owned by the state or the federal government, and any buildings and installations thereon unless duly requested or required by law, or in agreement with any intergovernmental agreements.
3. **Site Drainage and Grading Plan.** The construction documents submitted with the application for permit shall be accompanied by a site plan showing to an engineer's scale the size and location of new construction and drawn in accordance with an accurate boundary line survey. The site plan will provide all information required for consideration of the applicant request. Checklists will be provided for each type of floodplain management application requested. A common site plan with multiple department requirements may be submitted if applicable.
4. In the case of demolition, the site plan shall show the location and size of existing structures and construction that are to remain on the site or plot.

MAJOR CHANGES to Flood Ordinance #2035, AN ORDINANCE REPLACING CHAPTER 9 OF THE CODE OF ORDINANCES, CHARLESTON COUNTY, ENTITLED "FLOOD DAMAGE PREVENTION AND PROTECTION" AND OTHER MATTERS RELATED THERETO:

1. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork) above BFE and freeboard.
2. **Site Drainage and Grading Plan.** The construction documents submitted with the application for permit shall be accompanied by a site plan showing to an engineer's scale the size and location of new construction and drawn in accordance with an accurate boundary line survey. The site plan will provide all information required for consideration of the applicant request. Checklists will be provided for each type of floodplain management application requested. A common site plan with multiple department requirements may be submitted if applicable.
3. Site drainage and grading plan is needed for all subdivisions or greater than 5 lots or 5 acres

4. Impervious surface 40% exceptions can only be used when offsetting mitigation measures are approved.
5. **Accessory Residential Structures:** habitable (must meet new construction standards), nonhabitable (must meet conditions in AE zones – flood resistant materials; openings to relieve hydrostatic pressure and no partitioning; elevating electrical, mechanical and plumbing above DFE; only used for parking or storage; define small accessory structure - < 120 sq ft and under \$1000 in value.
6. **General Riverline Setback Required.** No structure shall be erected, mobile home or recreational vehicle placed, or material stored within 50ft of the edge of a floodway or 2' above the floodway, whichever is more restrictive. If a floodway is not determined or designated for a watercourse, the building official will require a site-specific floodway analysis in conformance with standard engineering practices and approved by the building official. Any costs associated with reviewing this site-specific floodway analysis will be assessed to the applicant.
7. Fill may not be used to change the elevation of the original site without approval of the site drainage plan and grading plan.
8. Addition of Coastal A zone with VE standards.

RESOLUTION TO REQUEST GRANT WRITER FOR TOWN OF JAMES ISLAND SERVICES

WHEREAS, the Town of James Island seeks to reduce the burden imposed upon the taxpayers of the Town; and

WHEREAS, the Town understands the need to fund essential, high quality services to provide its residents and property owners in the Town of James Island; and

WHEREAS, the Town wishes to pursue grants for additional funding of projects such as the hire of additional police, improvement of the former library building, sidewalks, and other projects;

NOW, THEREFORE, BE IT RESOLVED THAT the Council for the Town of James Island requests to explore more grant opportunities, either internally or through the hiring of a grant writer on a contract basis.

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

Adopted and approved this 19 September, 2019