



Town of James Island, Regular Town Council Meeting  
August 19, 2021; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

**In-Person Meeting, SEE DETAILS BELOW**

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.

The Town invites the public to provide comments prior to its Town Council meeting. Comments may be emailed to [info@jamesislandsc.us](mailto:info@jamesislandsc.us). Comments may also be given in-person at Town Hall during the meeting and speakers will be limited to three (3) minutes. The meeting will also be live-streamed and available for public view via the Town's YouTube channel: <https://www.youtube.com/channel/UCm9sFR-ivmaAT3wyHdAYZqw/>

*Updated Face Mask Policy at Town Hall is as follows:* Masks are required inside Town Hall facilities, regardless of vaccination status.

1. Opening Exercises
2. Public Hearing on Ordinance #2021-03: An Ordinance Increasing Compensation of the Mayor
3. Public Comment
4. Presentation of Awards and Recognition to JICHS Athletic Program and Coaches
5. Consent Agenda:

a. Minutes: July 15 Regular Town Council Meeting

6. Information Reports:

a. Finance Report

b. Administrator's Report

c. Memo on JIACC

c. Public Works Report

d. Island Sheriffs' Patrol Report

7. Requests for Approval by Staff:

a. Contract Extension with Toole Design

- b. Dills Bluff Sidewalk, Final Phase Scope & Fee Surveying & Design
- c. Nabors Drive Sidewalk, Scope & Fee Surveying & Design
- d. Brantley Park Phase I – Revised Plan and Cost
- e. Purchase of Town Holiday Decorations
- f. Irrigation Meter for Pinckney Park
- g. Janitorial Services for the JIACC

8. Committee Reports:

- Land Use Committee
  - Request to Approve Repair Care Work-Study Program
- Environment and Beautification Committee
- Children’s Committee
- Public Safety Committee
- History Committee
- Rethink Folly Road
- Drainage Committee
- Business Development Committee
- Trees Advisory Committee
  - Request to Approve Tree Survey Program
- James Island Intergovernmental Council

9. Proclamations and Resolutions:

**Resolution #2021-08** A Resolution Calling for a Referendum to Increase Town Council from Four to Six Members

**Resolution #2021-09** A Resolution Calling for Face Coverings in Public Indoor Areas

**Resolution #2021-10** ISP Officer of the First and Second Quarter

10. Ordinances up for Second/Final Reading:

**Ordinance #2021-03** An Ordinance Increasing Compensation of the Mayor

**Ordinance #2021-05** An Ordinance Amending the Town of James Island's Rules of Procedure Regarding Agendas

11. Ordinances up for First Reading:

**Ordinance #2021-06** Regulations on Routine Inspection and Maintenance of Private Septic Tank Systems

**Ordinance #2021-07** An Ordinance Amending the Fiscal Year 2021-2021 Annual Budget

12. New Business:

- Request to Advertise for Town Attorney

13. Executive Session: The Town Council will/may enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina. Upon returning to Open Session, Council may act on matters discussed in Executive Session.

14. Return to Regular Session:

15. Announcements/Closing Comments:

16. Adjournment

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. at the James Island Town Hall, 1122 Dills Bluff Rd., James Island, SC on July 15, 2021. Councilmembers present: Boles, Mignano, Milliken, Mullinax, and Mayor Woolsey presided. Also, Town Administrator, Ashley Kellahan, Town Attorney, Bonum S. Wilson, Finance Director, Merrell Roe, Public Works Director, Mark Johnson, Island Sheriff's Patrol, Lt. Shawn James and Deputy Chris King, Planning Director, Kristen Crane, Planner II, Flannery Wood, and Town Clerk, Frances Simmons. A quorum was present to conduct business. Media: Live 5 News.

Opening Exercises: Councilman Mullinax opened in prayer and led in the Pledge of Allegiance.

Public Comments: None

Consent Agenda:

Minutes of June 30 Special Town Council and June 30 Regular Meeting: Motion to approve the minutes under the consent agenda was made by Councilman Milliken, seconded by Councilman Mullinax, and passed unanimously.

Councilman Milliken moved to amend the agenda for the \$2,000 for Landscaping for James Island Arts and Cultural Center (JIACC) under New Business be placed under Request for Approvals and it was granted without objection.

Information Reports:

Finance Report: Finance Director, Merrell Roe, gave an overview and highlighted June's revenues and expenditures and it was received as information. Councilman Milliken asked if James Island Pride could be placed under the category with the other community service organizations. Both Ms. Roe and Mrs. Kellahan confirmed that it is in the budget under that category.

Administrator's Report: Town Administrator, Ashley Kellahan gave an overview of the Administrator's report. She thanked Ms. Roe for doing a good job on the audit Ms. Simmons for her work on Risk Safety Audit and personnel policies update. Mrs. Kellahan added that the Request for Proposals for Lobbying Service for the Town is on the website and has been advertised on the Municipal Assn. and the SC Business Opportunity (SCBO). Proposals are due on August 6. Report was received as information.

American Rescue Plan: Mrs. Kellahan gave an overview of the Town's proposed spending plan through allotment from the American Rescue Plan. The Town's allotment is \$6,028,392; however, according to federal guidelines, no non-entitlement local governments can receive more than 75% of their most recent budget as of Jan. 27, 2020. The Town's overall operating budget for FY 19/20 was \$4,945,682 so the total projected allotment for the Town is \$3,709,261. Mrs. Kellahan said she would like to request half of that for drainage projects and the other for sewer infrastructure projects. She asked Council to provide input to her and that a budget amendment would be needed. A list of proposed drainage projects and further information was provided to Council.

Councilman Milliken asked about inspections on septic and if we are able to identify those that are failing. Mrs. Kellahan commented that Attorney Wilson has worked on an ordinance and staff is making comments. She noted that the Ordinance would put us in charge of those. Councilman Milliken asked if we would have to contract with a company to do inspections and Mrs. Kellahan thinks that we would have to.

James Island Arts and Cultural Center (JIACC): Council was provided a memo with an update on the Arts and Cultural Center. Mrs. Kellahan said the new A/C unit is expected to be fully functional by July 21. The Town has hired Mrs. Caroline Self as the Development Coordinator. Mrs. Self previously worked as the Curator of Art Education at the Lyndon House Arts Center in Athens, Ga. She will begin work on July 22

and plans to attend the August Council meeting to introduce herself and share what she will be working on in the upcoming future.

Public Works Report: Public Works Director, Mark Johnson, provided an overview of the monthly PW report and it was received as information. Councilwoman Mignano commented that since the last storm, a tree has been laying in the road at Ft. Johnson, near Greenhill. Mr. Johnson noted being aware of it and that the DOT plans to have it removed. Councilman Milliken commented on the cleaning of the ditch at Brantley Park and Mr. Johnson said that it was dug by AT&T as they were working in that area.

Island Sheriff's Patrol Report: Lt. James gave the updated crime report that included vehicle break-ins from unlocked cars; report received as information.

#### Requests for Approval:

RFA – Quail Run Drainage Assessment: Mrs. Kellahan presented a request to approve the Quail Run Drainage Assessment by Stantec Consulting Services. Stantec's assessment would include two existing closed drainage systems that outfall to the southeast towards Clark Sound. Mrs. Kellahan noted that several sinkholes have occurred in this area. This is a budgeted expenditure, \$11,125. Motion in favor was made by Councilman Milliken, seconded by Councilwoman Mignano, and passed unanimously.

Grant Services for CDBG Mitigation Grant: James Island Creek Basin Drainage Masterplan: Mrs. Kellahan presented a request to approve a CDBG Mitigation Grant for the James Island Creek Basin by Thomas & Hutton. The proposal consists of grant writing and administration services. However, Mrs. Kellahan stated that she does not recommend approving the grant administration cost because that can be done in-house by staff. She recommended approval for grant writing services @ \$7,500. Councilman Milliken moved to approve the request for Grant Writing only; seconded by Councilman Mullinax and passed unanimously.

Town Holiday Decorations: Mrs. Kellahan commented that during the last holiday season there were discussions that the Town consider purchasing decorations for our new lamp posts. The lampposts along Camp and Dills Bluff has receptacles that would accommodate lighted decorations and the PSD has agreed to install and take them down. Mrs. Kellahan presented a request to approve "the Carolina Branch" because it would fit well with the Town as we were recently named a Tree City USA. Also, there are no other cities or towns in SC that uses this decoration. Cost is \$15,167. There was brief discussion about soliciting input from the public. Motion in favor by Councilman Milliken, seconded by Councilman Mullinax. Councilman Milliken commented since there is some money available that we consider allocating some funds to JI Outreach during Thanksgiving and Christmas to help those in need.

Town Hall HVAC Maintenance Agreement: Mrs. Kellahan presented a request to approve a maintenance agreement for the HVAC system at the Town Hall @ \$3,350 from Daiken. Motion in favor by Councilman Milliken, seconded by Councilman Boles. Mrs. Kellahan answered Councilman Milliken's question about the manufactured warranty of 3 years on the compressor and Councilwoman Mignano asked if duct work and piping is covered if needs to be replaced. Mrs. Kellahan will check into that. Motion passed unanimously.

\$2,000 for Landscaping of the JIACC: Councilman Milliken requested the expenditure of \$2,000 for landscaping at the new JIACC so it looks nice in time for the opening to welcome our residents; seconded by Councilwoman Mignano. Motion passed unanimously.

Committee Reports: Land Use Committee: Councilwoman Mignano announced that she will hold a Land Use Committee meeting prior to the next Town Council meeting. Also that an application has been received

by the Planning Commission for artist booth rental space at the old Modern Glass building at the corner of Camp and Dills Bluff Rd.

Environment and Beautification: No report. Councilman Milliken referenced that JI Pride voted for resources for solar panels and asked the timeframe for bids. Mrs. Kellahan has a contact and will give a report at the next Town Council meeting.

Children's Committee: No report

Public Safety Committee: Councilman Mullinax announced no meeting for Neighborhood Council this month.

History Committee: Mayor Woolsey announced that Commissioner Inez Brown-Crouch will be working on a historical marker for the Three Tree Schools.

Rethink Folly Road Committee: Mayor Woolsey reported that the Steering Committee met on June 23 and discussed putting together a Technical Assistance Grant through the National Park Service; also an education session for newly elected officials will be had to provide them basic understanding of Rethink Folly Road. The State of the Plan Event is under postponement re: the status of Brantley Park by Town Council.

Drainage Committee: Councilman Mullinax announced that the Drainage Committee will meet on Tuesday, August 17 at 3:00 p.m. more information forthcoming.

Business Development Committee: No report. Councilman Boles announced that a meeting will be held in August. Date to be determined.

Trees Advisory Committee: No report.

James Island Intergovernmental Council: Mayor Woolsey announced that the JIIC will meet on Wednesday, July 21 at 7:00 in person at the Town Hall. The Council will consider drafting a proposal for federal funds for the JI Creek Water Quality.

Proclamations and Resolutions:

Proclamation Recognizing Dion Lamont Davis, Jr. for Perfect Attendance: Mayor Woolsey read into the record a proclamation on behalf of Council recognizing the accomplishments of Dion Lamont Davis, Jr. for perfect attendance from Pre-K through 12<sup>th</sup> Grade. Passed unanimously

Resolution #2021-08 A Resolution Calling for a Referendum to Increase Town Council from Four to Six Members: Mayor Woolsey requested a correction be made, without objection, that the date of referendum should be the 2<sup>nd</sup> day of November, 2021; and it was granted. Motion in favor for the Resolution was made by Councilman Mullinax and seconded by Councilman Milliken for discussion.

Councilman Mullinax spoke in favor stating that a similar resolution passed in 2010 for a referendum with increasing the size of Council from 4 to 6 passing with 54% of the votes. Additionally, there are other municipalities much smaller than the Town, i.e., Ravenel, Hollywood, and Isle of Palms, that has six or more councilmembers, and the Town's population is close to 12,000. He is in favor of staggered terms just as the US Senators and Governors has.

Council had discussion regarding the pros and cons of adding two additional seats. Councilman Boles asked if the referendum passes in 2021; at the next election in 2023, would the highest four votes have four-year terms; and the lower two having two-year terms? Mayor Woolsey noted that the way this resolution is written, they would all have four-year terms, except for the first year term, the lowest vote-getters, would have 2 year terms. There was also discussion on a deadline to request an election from the County. Mayor Woolsey indicated that it is too late for this upcoming election; that you cannot pass a referendum and elect new members at the same time. He said the Town would have to pay to have a special election. After further discussion, Councilman Milliken moved to amend the motion to propose adding two council seats but in 2025 having two-year terms. There was additional discussion with no consensus reached and Mayor Woolsey moved to withdraw consideration at this time and revisit it at the next Town Council meeting. Councilman Boles seconded and it passed.

Ordinances up for Second/Final Reading: None.

Ordinances up for First Reading:

Ordinance #2021-03: An Ordinance Increasing Compensation of the Mayor: Motion in favor was made by Councilman Boles, seconded by Councilwoman Mignano. Councilman Boles spoke that the salary for the part-time Mayor is \$15,000 and if it is increased to \$48,000 it would attract more interest. He commented that he doesn't think anyone runs for the money; however, in his opinion good compensation gets good results, it is fair, and would attract qualified people interested in the Town. The increase, if approved, would become effective at the next election in 2023.

Councilman Mullinax said this discussion should have citizen involvement and he would like to put it to a referendum. He asked Councilman Boles if he would consider withdrawing his motion and Councilman Boles said no but suggested a public hearing at the August meeting to allow citizens to express their opinions. Councilman Milliken asked that we find out what other municipalities with a strong mayor form of government and similar size pay their mayors and present a comparison at the next Town Council meeting. Mayor Woolsey noted that a compensation survey was done in a previous Town. He said the salary of \$15,000 was for a part-time mayor with a full-time town administrator; and \$35,000 without an administrator. He said with the cost of inflation, \$48,000 would be too little for a full-time job and too high for having an administrator. Councilwoman Mignano added that it would be good for Council to have a better understanding of the compensation. The Town Administrator was asked to present a comparison survey at the next meeting. Motion passed 3-2; Mayor Woolsey and Councilman Mullinax voted no.

Ordinance #2021-04: An Ordinance Establishing General and Special Schedules of Retention of Public Records: Mayor Woolsey moved in favor, seconded by Councilman Mullinax. Mayor Woolsey noted there was interest on Council for the retention of records. He then moved to strike Section "b" and "c" in the ordinance because they pertained to previous towns. Councilman Mullinax seconded for discussion. There was lengthy discussion about records being kept from previous towns. Mayor Woolsey said someone from the Dept. of Archives and History has come to the Town to see how much old records we have. Mayor Woolsey said this Town is not the legal successor of records from the previous towns. Councilman Milliken asked what are the options for the records and Mayor Woolsey responded that the Dept. of Archives and History would determine whether to keep them or destroy them. He said the Town would be able to have copies if we wanted, minutes would be kept, and financial records would be destroyed. Councilman Boles asked about the tax records that were dumped onto the floors and Mayor Woolsey stated that there were many records from previous towns, not just from the LOST program, and Archives and History would take them all. After further discussion Mayor Woolsey reiterated striking "b" and "c" as they are not relevant to this Town. Councilman Boles said this is a sidestep to avoid Council's vote from being carried out and Councilman Milliken commented that we should do according to the statute. Councilwoman Mignano asked what happens to records after three years; are they shredded. Mrs. Kellahan clarified for the minutes

that no records from this Town had been shredded since we moved into our new Town Hall location, and those are in the attic in totes. The Town has been following the retention-schedule by Archives & History, particularly when it comes to maintaining financial records, and did shred financial records that were older than 3 years when we moved from our old location. Councilman Mullinax motion to defer and it failed lacking a second. Vote: Mayor Woolsey, aye, Councilmembers Boles, Mignano, Milliken and Mullinax voted nay. Motion Failed

Ordinance #2021-05: An Ordinance Amending the Town of James Island's Rules of Procedures: Council Milliken moved in favor, seconded by Councilman Mullinax. Mayor Woolsey moved for an amendment to vote on the ordinance by sections, seconded by Councilman Milliken and passed.

(B) Agendas: Councilman Milliken moved to strike Monday for the distribution of meeting packets to Council and retain the Friday preceding the Town Council meeting. Also to add sentence that the information be made available to the public; Councilman Mullinax seconded, and the motion passed as amended.

(C) (3): Councilman Milliken moved to amend that items requiring a vote or other action ... to strike Wednesday and replace with Thursday in the week preceding the Council meeting, Councilman Mullinax seconded, and the motion passed as amended.

(I)d New Business: Councilman Boles moved to amend to eliminate section I-d.; Councilman Milliken seconded. Mayor Woolsey felt this section was important to clarify the ordinance to make it compliant with state law as it pertains to adding items to the agenda that are considered an emergency. Councilman Boles felt that it went further than state law, requiring 2/3 vote to add it to the agenda and then 2/3 vote again for it to pass instead of a majority. The motion to strike the section passed 4-1; Mayor Woolsey voted nay.

New Business:

Request Spending Related to Legal Services be limited to attending monthly meetings and further amounts spent on legal services be voted on by Council: Withdrawn without objection.

Executive Session:

Dominion Tree Protection Agreement Breach: Mayor Woolsey asked for a motion to enter into an executive session in accordance with 30-4-70(a) Code of Laws of South Carolina for discussion of contractual arrangements. Councilman Milliken seconded. Council entered the executive session at 8:33 p.m.

Return to Open Session: Mayor Woolsey announced that no votes were taken during the executive session. Council returned to open session at 8:58 p.m.

Announcements/Closing Comments:

Councilman Boles thanked everyone and encouraged all to remain healthy.

Councilwoman Mignano also thanked everyone.

Councilman Milliken encouraged everyone to get vaccinated because the numbers are up in SC.

Councilman Mullinax shared that Bob Campbell, a former Town Council member and resident, passed away on June 22. Mr. Campbell was one of the first Town Councilmembers and great community leader.



Mayor Woolsey shared Councilman Milliken's comment by encouraging everyone to get vaccinated, it is our success in controlling COVID.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:00 p.m.

Respectfully submitted:

Frances Simmons  
Town Clerk

DRAFT

# Town of James Island

% FY Complete 8%

## Monthly Budget Report

Fiscal Year 2021-22

1st Quarter	4th Quarter
July	June

TOTAL BUDGET

### GENERAL FUND REVENUE

Accommodations Tax			-	25,000
Brokers & Insurance Tax			-	952,000
Building Permit Fees			-	11,000
Business Licenses	8,456		8,456	375,000
Contributions/Donations-Park			-	
Grant Reimbursement			-	
Franchise Fees	135,813		135,813	332,500
Interest Income			-	500
Alcohol Licenses -LOP			-	10,000
Local Assessment Fees			-	2,000
Local Option Sales Tax (PTCF)	117,540		117,540	1,100,050
Local Option Sales Tax (rev)	46,346		46,346	442,000
Miscellaneous	1		1	500
Planning & Zoning Fees	1,586		1,586	12,500
State Aid to Subdivisions			-	273,228
Telecommunications			-	17,000
Homestead Exemption Tax Receipts			-	50,000
Facility Rentals	302		302	5,400
	<b>310,045</b>	<b>Total</b>	<b>310,045</b>	<b>3,608,678</b>
		<b>% of Budget</b>		<b>9%</b>

## ADMINISTRATION

Salaries	31,627	31,627	289,306
Benefits, Taxes & Fees	12,966	12,966	107,562
Copier	330	330	5,500
Supplies	104	104	7,000
Postage		-	6,000
Information Services	412	412	67,800
MASC Membership		-	5,500
Insurance	15,216	15,216	48,615
Legal & Professional Services		-	69,000
Town Codification		-	1,400
Advertising		-	5,000
Audit	4,000	4,000	15,500
Mileage Reimbursement	27	27	800
Employee Training & Wellness		-	3,800
Dues and Subscriptions	60	60	1,500
Training & Travel		-	2,000
Grant Writing Services		-	16,000
Employee Appreciation	22	22	800
Mobile Devices	81	81	2,620
Credit card (Square)	116	116	
Bank Charges (Payroll Expenses)	309	309	2,000
	<b>65,271</b>	<b>Total</b>	<b>657,703</b>
		<b>% of Budget</b>	<b>10%</b>

### ELECTED OFFICIALS

Salaries	5,654	5,654	50,000
Benefit, Taxes & Fees	6,464	6,464	49,000
Mayor Expense	60	60	1,000
Council Expense		-	2,000
Mobile Devices	38	38	500
	<b>12,216</b>	<b>Total</b>	<b>102,500</b>
		<b>% of Budget</b>	<b>12%</b>

### GENERAL OPERATIONS

Salaries	39,468	39,468	393,157
Benefits, Taxes & Fees	13,969	13,969	139,500
		<b>53,437</b>	<b>532,657</b>
		<b>% of Budget</b>	<b>10%</b>

### PLANNING

Supplies		-	600
Advertising		-	1,500
Mileage Reimbursement		-	200
Dues and Subscriptions		-	715
Training & Travel		-	1,000
Mobile Devices	(109)	(109)	660
Equipment/Software	178	178	1,960
Uniform / PPE		-	500
Planning Commission		-	4,000
Board of Zoning Appeals	150	150	4,000
	<b>218</b>	<b>Total</b>	<b>15,135</b>
		<b>% of Budget</b>	<b>1%</b>

## BUILDING INSPECTION

Mileage Reimbursement		-	500
Community Outreach		-	250
Mobile Devices	50	50	780
Supplies		-	600
Equipment / Software		-	300
Uniform / PPE		-	250
Dues & Subscriptions		-	800
Travel & Training		-	1,400
	<b>50</b>	<b>Total</b>	<b>4,880</b>
		<b>% of Budget</b>	<b>1%</b>

## PUBLIC WORKS

Mileage Reimbursement		-	300
Training & Travel		-	1,925
Public Outreach		-	500
Projects	136	136	145,000
Signage	69	69	8,000
Mobile Devices	(13)	(13)	1,345
Uniform / PPE		-	700
Supplies		-	8,000
Emergency Management	492	492	25,000
Dues and Subscriptions		-	425
Asset Management	25,000	25,000	10,000
Tree Maintenance and Care		-	20,000
Groundskeeping	9,453	9,453	70,000
	<b>35,138</b>	<b>Total</b>	<b>291,195</b>
		<b>% of Budget</b>	<b>12%</b>

## CODES & SAFETY

Mileage Reimbursement		-	100
Equipment		-	900
Radio Contract		-	1,400
Training		-	500
Supplies		-	250
Uniform / PPE		-	250
ISP Dedicated Officer Annual Expense		-	64,830
ISP Programs & Supplies	40	40	15,000
ISP Salaries	17,565	17,565	188,955
Benefits, Taxes & Fees-ISP	4,727	4,727	56,270
Unsafe Buildings Demolition		-	19,950
Overgrown Lot Clearing		-	2,000
Animal Control		-	500
Crime Watch Materials		-	250
Mobile Devices	30	30	360
Membership/Dues		-	250
	<b>22,362</b>	<b>Total</b>	<b>351,765</b>
		<b>% of Budget</b>	<b>6%</b>

## PARKS & RECREATION

JIRC Contribution		-	4,750
Park Maintenance	1,170	1,170	12,000
Special Events		-	5,000
Youth Sports Program		-	14,725
		<b>Total</b>	<b>36,475</b>
		<b>% of Budget</b>	<b>3%</b>

## FACILITIES & EQUIPMENT

Utilities		-	42,000
Security Monitoring	76	76	1,000
Janitorial	587	587	7,920
Equipment / Furniture		-	5,700
Facilities Maintenance		-	6,500
Vehicle Maintenance Expense	339	339	6,500
Fees and Taxes		-	
Generator Maintenance		-	2,410
Street Lights		-	154,000
	<b>1,002</b>	<b>Total</b>	<b>226,030</b>
		<b>% of Budget</b>	<b>0%</b>

## COMMUNITY SERVICES

Repair Care Program		-	35,000
Teen Cert Program		-	500
Drainage Council		-	500
History Council		-	3,780
Neighborhood Council		-	3,750
Childrens Council		-	500
Business Development Council		-	3,500
James Island Pride		-	3,500
Helping Hands	375	375	500
Tree Council		-	3,500
Community Service Contributions		-	30,000
		<b>Total</b>	<b>85,030</b>
		<b>% of Budget</b>	<b>0%</b>

## CAPITAL PROJECTS

<u>INFRASTRUCTURE</u>		-	
Dills Bluff Sidewalk Phase III		-	174,570
Dills Bluff Sidewalk, Phase IV		-	28,000
Lighthouse Point & Ft. Johnson Intersection		-	38,000
Lighthouse Point Blvd Sidewalk and Drainage Phase I		-	55,000
Regatta Road Sidewalk		-	133,500
Town Hall Solar Panels		-	100,000
Capital Improvement Projects		-	25,000
Secessionville to Ft. Johnson Sidewalk Connector		-	13,000
Nabors Phase I		-	25,500
Underground Power Lines		-	60,636
Traffic Calming Projects		-	30,000
	<b>Total</b>	-	<b>683,206</b>
	<b>% of Budget</b>		<b>0%</b>
<u>Capital Equipment</u>			
LPR Camera - HBVR		-	24,510
<u>PARK IMPROVEMENTS</u>			
Pinckney Park		-	14,030
Park Projects		-	69,000
<u>DRAINAGE PROJECTS</u>			
Greenhill/Honey Hill Drainage Phase I-II		-	261,000
Lighthouse Pt. Sdwalk & Drainage Phase 1		-	55,000
Oceanview Stonepost Drainage Basin -I-II		-	59,000
Drainage Outflow Valve Devices		-	48,000
Drainage Improvement Projects		-	150,000
James Island Creek Basin Drainage Improvements		-	145,500
Highwood Circle Drainage Improvements		-	29,600
Quail Run Drainage Improvements		-	35,000
Highland Ave Drainage Improvements		-	90,975
	<b>Total</b>	-	<b>874,075</b>
	<b>% of Budget</b>		<b>0%</b>



### JIPSD FIRE & SOLID WASTE SERVICES

JIPSD Tax Relief	89,000	89,000	1,068,000
Auditor Expense		-	5,000
		<b>Total</b>	<b>89,000</b>
			<b>1,073,000</b>
		<b>% of Budget</b>	<b>8%</b>

### HOSPITALITY TAX

Hospitality Tax Revenue		-	540,000
Hospitality Tax Transfer In		-	210,600
<b>TOTAL</b>		<b>Total</b>	<b>-</b>
		<b>% of Budget</b>	<b>-</b>
<u>NON-CAPITAL EXPENDITURES</u>			
The Town Market		-	2,975
Rethink Folly Phase I-III, Staff Cost-Sharing		-	20,000
Santee Street Public Parking Lot	14,400	14,400	28,200
James Island Arts & Cultural Center	1,339	1,339	105,200
Promotional Grants		-	20,000
Public Safety of Tourism Areas	5,583	5,583	108,101
Camp and Folly Landscaping Maintenance		-	5,400
Community Events		-	5,000
Total Non-Capital Expense		<b>Total</b>	<b>21,322</b>
		<b>% of Budget</b>	<b>7%</b>

<u>CAPITAL PROJECTS</u>			
Camp/Folly Bus Shelter		-	25,000
Wayfinding Signage		-	12,000
Folly Road Beautification		-	10,000
Brantley Park		-	234,837
James Island Arts & Cultural Center	365	365	200,000
James Island Arts and Cultural Center Solar Panels		-	100,000
Ft. Johnson		-	100,000
Decorative Banners		-	8,400
Park Projects		-	23,000
Intersection Improvement at Camp/Dills Bluff		-	55,200
1248 Camp Center-Civil & Landscape		-	150,000
Folly Road Multi Use Path Wilton-Ft. Johnson		-	42,000
Other Tourism-Related Projects		-	50,000
		<b>Total</b>	<b>1,010,437</b>
	<b>21,687</b>	<b>% of Budget</b>	<b>43,009</b> <b>0%</b>

**TREE MITIGATION FUND**

Tree Mitigation revenue		1,392	500
Tree Mitigation expense		-	500
	-	<b>Total</b>	<b>1,392</b>

# ADMINISTRATOR'S REPORT

Aug-21

## ADMIN NOTES

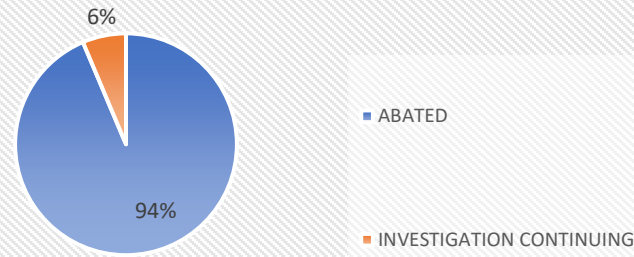
- 1) Conducted close-out site visit with SCEMD for N. Stiles FEMA grant
- 2) Received 3 Proposals for Solicitation on Lobbying Consulting Services - Plan to conduct evaluations/interviews with Council for award in Sept.
- 3) Letter to residents regarding undergrounding lines on Foxcroft was mailed, with public meeting scheduled for Aug. 23rd at 6 pm
- 4) Town revised its request for CTC to include both Dills Bluff Sidewalk Phase III and Regatta Sidewalk for funding assistance, County awarded 205k for Dills Bluff
- 5) In discussions with local firm and Liollo on installing solar panels for JIACC and Town Hall and working on RFQ to solicit proposals - may need design specs first
- 6) Staff working on Annual Report for presentation in Sept; Annual Newsletter scheduled for Sept. mailout

Business Licenses	58
*36 of those processed at Town hall	
Code Enforcement Cases	
<b>TOTAL CASES</b>	<b>724</b>
<b>ABATED</b>	<b>678</b>
<b>INVESTIGATION CONTINUING</b>	<b>46</b>
RANK VEGETATION / SOLID WASTE	177
INOPERABLE VEHICLE	127
TREE CASES	48
NUISANCE PROPERTY	63

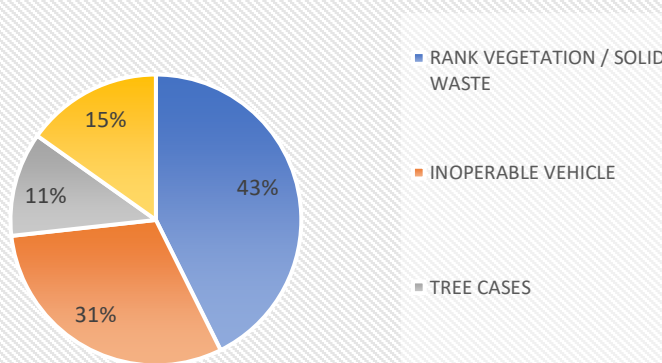
#14 new cases in July

Building Permits & Inspections	Permits	Inspections
<b>Current Month</b>	97	202
Building	20	95
Electrical	27	36
Plumbing	10	27
Mechanical	8	19
Gas	15	24
Pool	-	-
Roofing	3	-
Fire System	-	1
Sign	-	-
Trades	14	-
Manufactured Home	-	-
<b>Previous Month</b>	109	127

### Code Enforcement - Case Status



### Code Enforcement - Case Type

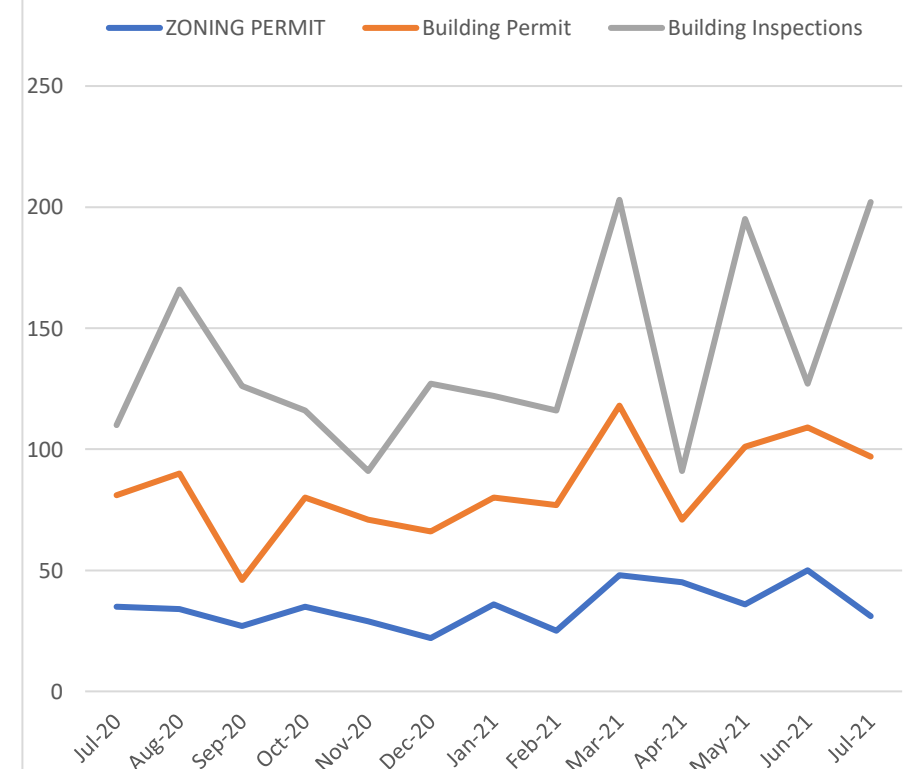


PERMIT TYPE	Jul-21
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	6
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	18
REZONING	
SPR	
SIGN PERMIT	1
SITE PLAN REVIEW	
SPECIAL EVENT	1
SPECIAL EXCEPTION	
TEMPORARY ZONING	1
TREE REMOVAL	8
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	2
<b>TOTAL</b>	<b>37</b>

## PUBLIC WORKS NOTES

- 1) There were 5 new requests for service in July. 1 was drainage related. Staff has responded to all requests.
  - 2) Staff held the monthly meeting of stormwater managers.
  - 3) Staff has been monitoring the Lighthouse Blvd Drainage and Sidewalk project.
  - 4) Staff met with residents on Clearview with SCDOT to discuss drainage issues.
  - 5) Staff met with arborist at Lighthouse Blvd project and reviewed tree protection.
  - 6) Staff participated in "Flooding 411 webinar series from Clemson Extension.
  - 7) Staff participated in the Intergovernmental meeting.
  - 8) Staff participated in the planning meeting for the Third Quarter South Carolina Association of Stormwater Managers meeting.
  - 9) Staff sourced a sweeping machine to clean the pervious pavement on Seaside sidewalk.
- Staff cleaned 10 signs in July and installed 3 new STOP signs and used 10 bags of pothole patch on 4 potholes.  
Staff cut vegetation on right of way to improve driver vision in various locations.

### PERMITS - 13 MONTH HISTORY



# Town of James Island

*Bill Woolsey*  
Mayor



Council Members  
*Daniel C. Boles*  
*Dr. Cynthia Mignano*  
*Garrett Milliken*  
*Darren "Troy" Mullinax*

August 6, 2021

Resident  
Charleston, SC 29412

Dear Harbor Woods Resident:

The Town of James Island is holding a public meeting on **Monday, August 23<sup>rd</sup> at 6 pm in Council Chambers at Town Hall** to discuss possible undergrounding of power lines along your street. Dominion Energy informed us that tree limbs falling on power lines behind homes on Foxcroft Road were the cause of several power outages prior to the last tree trimming cycle, so the Town identified Foxcroft Road as a potential project per the terms of the existing franchise agreement. Town Council has asked Dominion to prepare an engineering study of potential costs to the Town and any impacts to properties and would like to discuss that in detail with the property owners before deciding whether to move forward.

Dominion and Town representatives will be on-hand to discuss the potential project and go over questions and concerns. We hope you can join us on Monday, August 23<sup>rd</sup> at 6 pm to weigh in. The meeting has been scheduled far in advance in hopes of getting good attendance, but if you're unable to attend please feel free to reach out ahead of time with any comments or questions you may have.

Respectfully,

A handwritten signature in blue ink that reads 'Ashley Kellahan' with a long horizontal flourish extending to the right.

Ashley Kellahan  
Town Administrator  
[akellahan@jamesislandsc.us](mailto:akellahan@jamesislandsc.us)

Attachment: Project Area

[www.JamesIslandSC.us](http://www.JamesIslandSC.us)

## Charleston CTC - FY 2022 Annual Funding Meeting

### Technical Oversight Subcommittee - FY 2020 Funding Distribution Recommendation

Pavement Management	\$6,533,660.00
Small Projects	\$2,333,450.00
Contingency (5%)	\$466,690.00

### Funding Overview Subcommittee - Small Projects Funding Recommendation

Project Name	Requestor	Description	Recommended Funding	Available
				<b>\$2,333,450.00</b>
Seaside Lane Sidewalk		Close Out	\$ (24,584.16)	
Camp Road Sidewalk	Carry Over Need - City of Charleston / Town of James Island / Charleston County	This project has a 80% match in federal funds up to \$775k; an additional \$220k was committed by COG and SCDOT did not approve so CTC approved this shortfall in FY 2021. Additional Funds are needed to cover utility agreements with Dominion and CWS.	\$70,000.00	
Bethel AME Church Lane	Carry Over Need - Town of Ravenel	Funded \$40k in design and partially funded construction to install left turn lane for Bethel AME Church off of US 17 with 35k in FY 2021 ; Additional funds are needed for construction.	\$160,000.00	
Rockland Ave.	Carry Over Need -Town of Rockville	Previously funded design in FY 2021; need \$375k for construction; recommend partially funding over two years	\$200,000.00	
Cottingham Sidewalk	Carry Over Need- Town of Mount Pleasant	Previously funded in FY 2019; additional funds are need for construction.	\$50,000.00	
Central Park Culvert Replacement	Carry Over Need- SCDOT / Charleston County	Partially funded in FY 2021 with \$260k; additional funds are needed to complete comprehensive drainage study to properly size/design culvert to ensure project want have adverse impacts.	\$185,000.00	
Ashley Ave Drainage Improvements	Carry Over Need- City of Folly Beach	Project needed due to road flooding during heavy rains. Project has been partially funded and construction has been phased. Funding began in FY 2015. Phase 1 (2nd Street to 3rd Street) is going out to bid in September; Phase 2 (3rd Street to 5th Street) is estimated to be \$465k ; Recommend funding this phase over next two years.	\$230,000.00	
Northside Drive Sidewalk	Carry Over Need- City of North Charleston	Additional funds are needed; contract was suspended due to major conflicts with CWS; need to cover remob. costs	\$60,000.00	
Maybank Mid-block Crossing	Carry Over Need- City of Charleston	Additional funds are anticipated due to underground utility conflicts	\$50,000.00	
Woodland Shores Sidewalk	Carry Over Need- Charleston County	Additional design services for categorical exclusion and utility conflicts	\$50,000.00	
East Coast Greenway Phase 2	Town of Awendaw	Recreational trail from East Coast Greenway Phase II to Doar Road. Funds were requested in FY 2021; staff did not recommend funding due to court ruling on funding Recreational sites; CTC Committee requested we discuss with SCDOT CTC Administrator; several steps have been taken since last year to deem this project eligible for funding.	\$50,000.00	
Sol Legare Sidewalk	Citizen/ Charleston County	Funding to begin community engagement in efforts to develop cost feasible concepts for a sidewalk from Folly Road to the Community Center.	\$50,000.00	
Fleming Road Sidewalk	City of Charleston	Install 675' of new 5 foot concrete sidewalk along Fleming Road; city has committed \$100k match.	\$270,000.00	
Mt. Pleasant Area Pedestrian Upgrades	SCDOT	Improve pedestrian access and safety at two signalized intersections.	\$70,000.00	
Dills Bluff Sidewalk Phase III	Town of James Island	Installation of 1,620 feet of new five foot asphalt sidewalk along Dills Bluff from Seaside Lane to Condon Drive. Town has committed a match of \$174,570 to cover total construction cost of \$380,000.	\$205,000.00	
S. Rhett at Bexley Intersection Study	City of N. Charleston	Study to identify intersection safety improvements at six point intersection	\$50,000.00	
Pandora Drive and Ponderosa Drive Speed Humps	Charleston County	Installation of six speed humps along Pandora Drive and Ponderosa Drive	\$35,000.00	
Sweet Grass Basket Parkway Multi Use Path	Town of Mount Pleasant	Town has committed a \$100,000 match towards construction; Recommend funding design and partially fund of construction with intention of coming back next year to cover carry over needs of approximately \$91k.	\$318,034.16	
City of Charleston Golf Course Crossing and sidewalk connection	City of Charleston	City has committed \$50,000 Match towards construction; recommend funding design only to see if hawk is warranted.	\$50,000.00	
Sanders Ave. Drainage	Citizen/ Charleston County	Improve drainage on road so that it is passable during heavy rains by installing french drain system along Sanders Ave.	\$90,000.00	
King Street Comprehensive Traffic Planning Review	Citizen/SCDOT	Study to identify improvements for safety and traffic operations on King Street	\$50,000.00	
Riverland Drive Multi-Use Path	Charleston County Parks and Recreation Commission	Recommend funding design	\$50,000.00	
Charleston County PSB Solar Powered Bus Shelter	Charleston County	Funding to cover installation costs for solar powered bus shelter to supplement COG grant application	\$15,000.00	
		<b>Total:</b>	<b>\$2,333,450.00</b>	



## Town of James Island

# Memo

**To:** Mayor and Town Council  
**From:** Caroline Self, DC JIACC  
**Date:** August 9, 2021  
**Re:** Update on the James Island Arts and Cultural Center and Caroline Self Bio

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- JI Arts and Cultural Center

These are exciting times for the JIACC, as the doors are open and the initial programming is starting to take shape. Some highlights include:

- Exhibition by Mary Edna Fraser, notable James Island Batik artist
- Coming soon: History exhibit based on the booklet, "Historic Sites of James Island"
- Coming Soon: Traveling history exhibit from the SC State Museum, "Textiles: Innovation and Community"
- Coming soon: Opening Reception scheduled for **Monday, Sept. 13<sup>th</sup> @ 5:30 pm**
- Coming soon: Opportunity Calls Everyone, Young Entrepreneurs Program for youth ages 13-18
- Coming soon: Local Artists
- In the works: Jonathan Green exhibition during the MOJA Arts Festival

Future plans for the Center include: an exhibit of James Island School students, diverse traveling exhibits, Holiday gingerbread house making event, Spoleto events, and more to come! JIACC's goal is to promote inclusive and engaging arts and cultural experiences for all.

- Caroline Self – Development Coordinator for the James Island Arts and Cultural Center
- My experience features a strong and unique background in arts and culture education, creative program development, teaching, mindfulness, promoting community and developing relationships. Creative programming has always been my defining trait: from art classes, to events, to award winning art camps, I am passionate about creating engaging, fun and exciting art and culture programming. An excerpt of my programming experience includes:
  - The Art Education Curator for The Lyndon House Arts Center, which is a part of the Leisure Services Department for Athens-Clarke County in Athens, Georgia. I was responsible for the imaginative planning of all art classes, camps, programs, events, outreach, and festivals for the Arts Center, as well as historically accurate programming for the Ware Lyndon House (1856), including The Harvest Festival
  - Creatively programmed over 650 Adult and children’s art classes, camps, events, school tours, historic tours, workshops and exhibits over a 9 + year period
  - Designed and facilitated over 75 children/teen art exhibits from conception to end, including Teen Top Chef and Project Runway.
  - Instructor for children’s art classes and camps
  - Hired and supervised 30+ instructors and summer camp staff per year, and 40-50 volunteers
  - Art Camp Director for 12 themed camps each year
  - Director of the Harvest Festival Event each year, which hosted 700-1200 school children each year as a school field trip. The field trip featured tours of the Ware-Lyndon Home (1856) and over 30 historical demonstrations/artists with Georgia Education Standard lesson plans available for the teachers
  - Coordinated, facilitated and assisted with all exhibits, events, tours, functions, programs, receptions, festivals, etc.
  - Grant writing
  - Provided outreach programs to underserved populations
  - Point of sales and budget supervisor for classes, camps, and special events
  - Purchasing agent and supervisor for all supplies and equipment in support of 8 studios and all art education programming
  - Collaborated with other city departments and community leaders

STATE OF SOUTH CAROLINA )  
 )  
TOWN OF JAMES ISLAND )

**EXTENSION AND  
SECOND AMENDMENT TO  
INTERGOVERNMENTAL  
AGREEMENT**

**THIS EXTENSION AND SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Second Amendment”)** entered into this 22nd day of July, 2021 by and between the **Town of James Island, South Carolina**, the address of which is 1122 Dills Bluff Road, James Island, SC, 29412 (hereinafter the **“Town”**), the **City of Charleston, South Carolina**, the address of which is 80 Broad Street, Charleston, SC 29401 (hereinafter the **“City”**), the **County of Charleston, South Carolina**, the address of which is 4045 Bridge View Drive, North Charleston, South Carolina 29405 (hereinafter **“Charleston County”** or **“County”**), and the **City of Folly Beach, South Carolina**, the address of which is 29 Center Street, Folly Beach, SC 29439 (hereinafter **“Folly Beach”**) each of which is a separate public body corporate and politic and political subdivision of the State of South Carolina, (**“Party”** as to each; collectively the **“Parties”**).

**WITNESSETH:**

**WHEREAS**, on July 21, 2019, the Parties entered into an Intergovernmental Agreement for consulting services for the implementation of the ReThink Folly Road recommendations and for funding of the services; and

**WHEREAS**, pursuant to Paragraph 5, “Term,” of the Intergovernmental Agreement, the Town reserved the right to extend the Intergovernmental Agreement on an annual basis if it is determined to be in its best interest by the ReThink Folly Road Steering Committee and subject to appropriation in the annual budget by the governing body of each participating jurisdiction; provided, however, that the life of the Intergovernmental Agreement including all extensions shall not extend beyond a period of three (3) years; and

**WHEREAS**, on July 21, 2020, the Parties entered into an Extension and First Amendment to Intergovernmental Agreement (**“First Amendment”**) to extend the term for one additional year from July 21, 2020 to July 21, 2021 and to adjust the payment amounts for each Party to reflect the actual budgeted amounts for each participating jurisdiction; and

**WHEREAS**, due to COVID-19, the consulting services for implementation of the ReThink Folly Road recommendations were delayed during 2020-2021; and

**WHEREAS**, the Parties have appropriated the funding for the third year of consulting services in their respective annual budgets and wish to have additional time to expend the funds beyond the termination date of the Intergovernmental Agreement due to the COVID-19 delays; and



**WHEREAS**, the Parties now desire to extend the term of the Intergovernmental Agreement until December 31, 2022 pursuant to the amended terms and conditions set forth in this Second Amendment; provided, however, that no additional funding for consulting services shall be provided by the Parties beyond the budgeted amounts for the third contract year as stated in the Intergovernmental Agreement as amended by the First Amendment.

**NOW, THEREFORE**, in consideration of these promises, of the mutual covenants herein set forth, and the above-referenced recitals incorporated herein by reference, the Parties agree as follows:

1. Paragraph 5, “Term,” of the Intergovernmental Agreement shall be amended by deleting the paragraph in its entirety and replacing it with the following new Paragraph 5:

“5. TERM. The effective date of this Agreement shall be the date of execution of this Agreement as shown above. The initial term of this Agreement shall continue for a period of one (1) year. The Town reserves the right to extend this Agreement if it is determined to be in its best interest by the ReThink Folly Road Steering Committee and subject to appropriation in the annual budget by the governing body of each participating jurisdiction. The life of this Agreement including all extensions shall not extend beyond December 31, 2022.”

2. Pursuant to Paragraph 5, “Term,” of the Intergovernmental Agreement, as amended above, the term shall be extended from July 22, 2021 to December 31, 2022.
3. Exhibit A of the Intergovernmental Agreement shall be deleted in its entirety and replaced with a new Exhibit A containing the contract between Town and Consultant dated July 22, 2021, attached hereto and incorporated herein by reference.
4. No additional funding for consulting services shall be provided by the Parties beyond the budgeted amounts for the third contract year as stated in the Intergovernmental Agreement as amended by the First Amendment.
5. That all other terms and conditions of the Intergovernmental Agreement and First Amendment which are not inconsistent herewith shall be and remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Extension and Second Amendment to Intergovernmental Agreement to be executed on the date indicated above.

Signed, sealed and executed for the COUNTY.

WITNESS:

Charleston County

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Signed, sealed and executed for CITY.

WITNESS:

City of Charleston

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Signed, sealed and executed for the TOWN.

WITNESS:

Town of James Island

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Signed, sealed and executed for FOLLY BEACH.

WITNESS:

City of Folly Beach

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

NEW EXHIBIT A

(Attach Consultant's Contract dated July 22, 2021)

**AGREEMENT BETWEEN  
TOWN OF JAMES ISLAND, SC  
And  
TOOLE DESIGN GROUP, LLC  
TDG# C0086.01**

This Agreement is made as of \_\_\_\_\_ between Toole Design Group, LLC (“TDG”) having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the Town of James Island, SC (“Client”), (collectively the “Parties”) having its principal office of business at 1122 Dills Bluff Road, James Island, SC 29412. TDG’s project number shall be as follows: C0086.01

AGREEMENT

TDG and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TDG and Client.
2. The scope of this Agreement (the “Project” or “Services”) is as follows:

*Per Attachment A*

3. Client shall compensate TDG on a time and materials basis with a not to exceed amount of \$94,200. This includes \$66,500 for the fiscal year and \$27,700 from previous years-approved funding that was not incurred due to COVID.
4. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice.
5. Without prior written notice from the client, this Agreement shall automatically terminate on December 31, 2022.

Before the official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Upon any termination, TDG will be paid for all services completed to the date of termination.

6. Client shall arrange for access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform the Services.
7. Client shall give written notice to TDG whenever Client becomes aware of any development that affects the scope or timing of TDG’s Services.

8. Financial records of TDG pertinent to TDG's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
9. TDG shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TDG shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to TDG auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To TDG at: Ernest M. Boughman, III, AICP  
TOOLE DESIGN GROUP, LLC  
172 E. Main Street, Suite 300  
Spartanburg, SC 29306

To Town of James Island at: Ashley R. Kellahan  
TOWN OF JAMES ISLAND  
1122 Dills Bluff Road  
James Island, SC 29412

11. TDG has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property.

TDG shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TDG shall maintain this insurance at least until the completion of TDG's services.

12. TDG and its subrogees shall hold harmless and indemnify the Client, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of TDG, its agents, servants, and employees or lower tiered contractors in the performance of this Agreement.

13. Client and its subrogees shall hold harmless and indemnify TDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.
14. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement (“Data”), and without regard to the media in which the Data was developed, shall be the property of the Client and TDG. Client shall make available to TDG drawings, specifications, schedules and other information and data which are pertinent to TDG’s Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
15. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute (“Representative”). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
16. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of South Carolina.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney’s fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

19. Client and TDG shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including, but not limited to lost profits and operation costs).
20. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.
21. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
22. This Agreement represents the entire integrated agreement between TDG and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have made, executed and agreed to this Agreement as the day and year first above written:

TOOLE DESIGN GROUP, LLC

TOWN OF JAMES ISLAND

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

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

Name: Jennifer L. Toole

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_



## ATTACHMENT A

### General Duties/Responsibilities for the Rethink Folly Road (RFR) Program Manager

#### Administration

- Lead RFR organization implementation activities according to the *RFR Complete Streets Study* (“the Plan”), resulting Implementation Matrix, and on-going input from the RFR Steering Committee.
- Identify and pursue funding sources for implementation of RFR implementation projects.
- Schedule and prepare for RFR Steering Committee meetings, subcommittee meetings, and any other associated meetings, as needed. Target commitment would be monthly Steering Committee meetings and dedicating approximately 12-15 hours of staff time per week for the first year of contract services.
- Serve as point of contact and effectively communicate to all involved public agencies on progress.
- Track progress of implementation goals and the budget to report out as requested by Steering Committee.

#### Strategic Communications

- Market the RFR “brand” and promote business development opportunities.
- Provide public notice of meetings and access to RFR planning documents and materials.
- Develop Stakeholder engagement campaign, designed to attract Folly Road property owners to the vision for redeveloping their land with rates of return based on commercial real estate best practices, case studies, and pro forma.
- Provide outreach to businesses and property owners in the Folly Road corridor, as well as James Island residents.
- Create and facilitate the ‘Friends of Folly Road’ group to engage citizen involvement and support for the Plan.



- Represent the RFR project at public and community meetings/presentations, and to the media.

### **Planning & Implementation**

- Monitor current and long-range development plans for properties within the corridor to establish and cultivate public-private partnerships that yield coordinated improvements (new connections, consolidation of curb cuts, coordination with utility companies, etc.).
- Provide design refinement and analysis of concepts included in RFR to assist in advancing implementation.
- Refine cost estimates included in RFR to capture the actual dollars necessary to realize implementation; consider methods for value engineering, achieving economies of scale, and encouraging efficient use of available resources.
- Coordinate with the South Carolina Department of Transportation (SCDOT) to vet RFR concepts and determine project feasibility.



### FEE PROPOSAL

**PROPOSAL #:** Task Order #8

**DATE:** July 22, 2021

**To:** Ashley Kellahan  
Town Administrator  
Town of James Island

**SENT BY:**  Phone 843-795-4141  
 Fax  
 Email akellahan@jamesislandsc.us

**RE:** Dills Bluff Sidewalk Project, Phase 4 Winborn to Northshore; Northshore from Waites to Harbor View Rd.

**BY:** Laura S. Cabiness, P.E.

**SCOPE OF SERVICES:**

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, implementation and services during construction of sidewalks along Dills Bluff Road from Winborn Drive to Northshore Drive and continuing along Northshore Drive to Harbor View Road for surveying and design development and as shown on the attached sketch.

Total length is approximately 4,400 LF. Breakdown of the fee is as follows:

- (1) **Survey** **\$15,250**
- (2) **Design Development w/Opinion of Probable Cost** **\$10,000**
- (3) **Council Presentation** **\$2,000**
- (4) **Construction Documents & Permitting (SCDOT & SCDHEC Land Disturbance): TBD**
- (5) **Bidding Services: TBD**

**Total: \$27,250 (Lump Sum)**

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

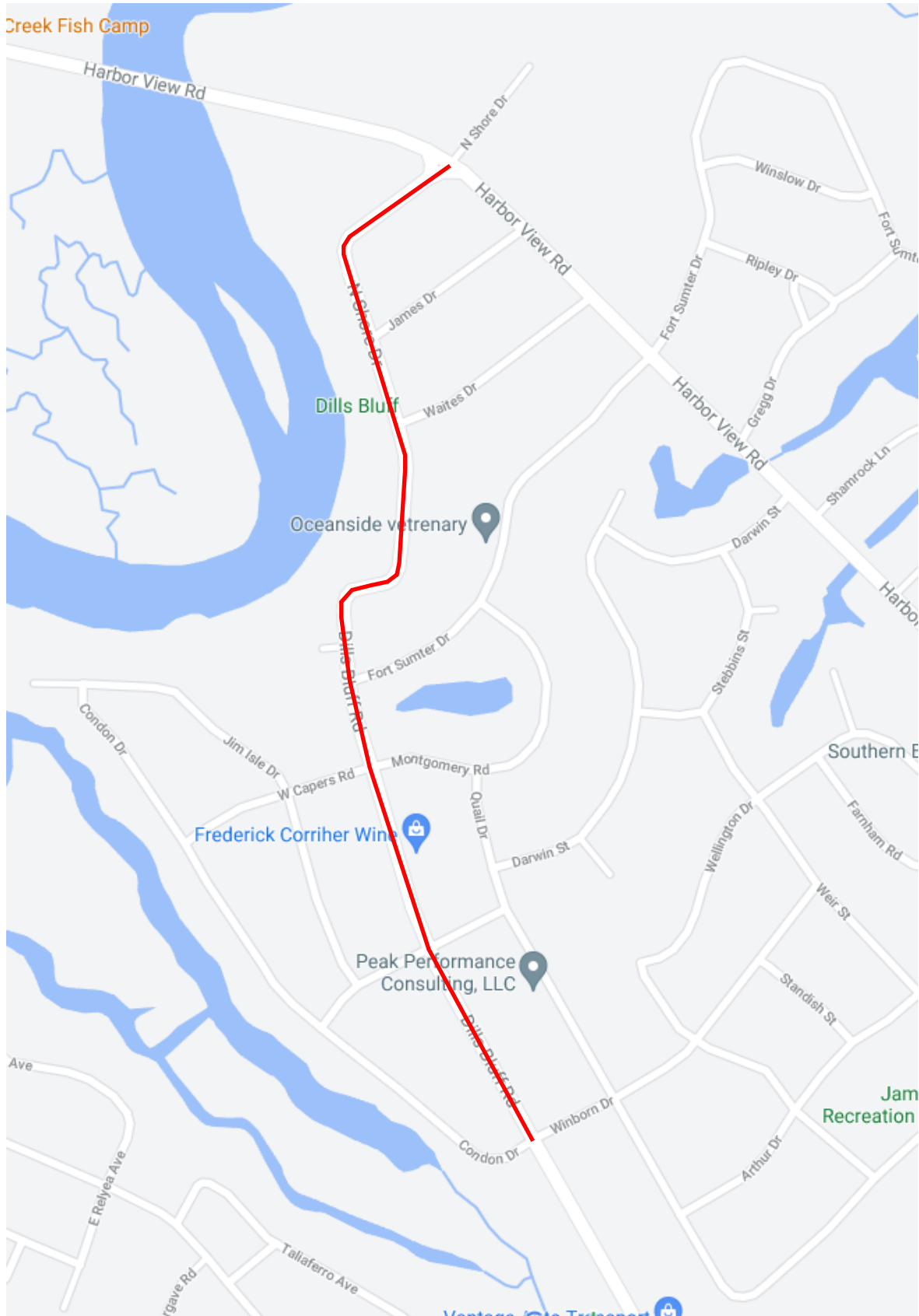
Laura S. Cabiness, PE

*Please return a signed copy of this proposal, a purchase order, or a contract before work commences. This proposal will be considered in effect if work commences without a signed copy being received by JLA. The terms and conditions on the following page of this proposal are part of this agreement.*

Accepted by:

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]



Dills Bluff Sidewalk Phase 4  
N.T.S.



### FEE PROPOSAL

**PROPOSAL #:** Task Order #5

**DATE:** October 13, 2020

**To:** Ashley Kellahan  
Town Administrator  
Town of James Island

**SENT BY:**  Phone 843-795-4141  
 Fax  
 Email akellahan@jamesislandsc.us

**RE:** Nabors Sidewalk Project- Phase 1 Engineering and Administration

**BY:** Laura S. Cabiness, P.E.

**SCOPE OF SERVICES:**

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, implementation and services during construction of sidewalks along Regatta Road from Grand Concourse to Nabors Drive – Phase 1 Engineering and Administration.

Total length is approximately 2,150 LF. Breakdown of the fee is as follows:

- |   |                 |
|---|-----------------|
| (1) <b>Survey</b>   | <b>\$11,500</b> |
| (2) <b>Design Development w/Opinion of Probable Cost</b>                                  | <b>\$7,000</b>  |
| (3) <b>Drainage</b>   | <b>\$5,000</b>  |
| (4) <b>Council Presentation</b>   | <b>\$2,000</b>  |
| (5) <b>Construction Documents &amp; Permitting (SCDOT &amp; SCDHEC Land Disturbance):</b> | <b>TBD</b>      |
| (6) <b>Bidding Services:</b>  | <b>TBD</b>      |

**Total: \$25,500 (Lump Sum)**

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBBER & ASSOCIATES, P.C.

Laura S. Cabiness, PE

*Please return a signed copy of this proposal, a purchase order, or a contract before work commences. This proposal will be considered in effect if work commences without a signed copy being received by JLA. The terms and conditions on the following page of this proposal are part of this agreement.*

Accepted by:

[Signature]

[Date]

# Nabors Drive Overview

## Aerial View



- 2,150 LF SIDEWALK INSTALLATION
- PROJECT LIMITS: REGATTA RD TO HARRIS TEETER ENTRANCE
- ESTIMATED PROJECT PLANNING COST APPROX. \$495,000



7/16/2020



## Town of James Island

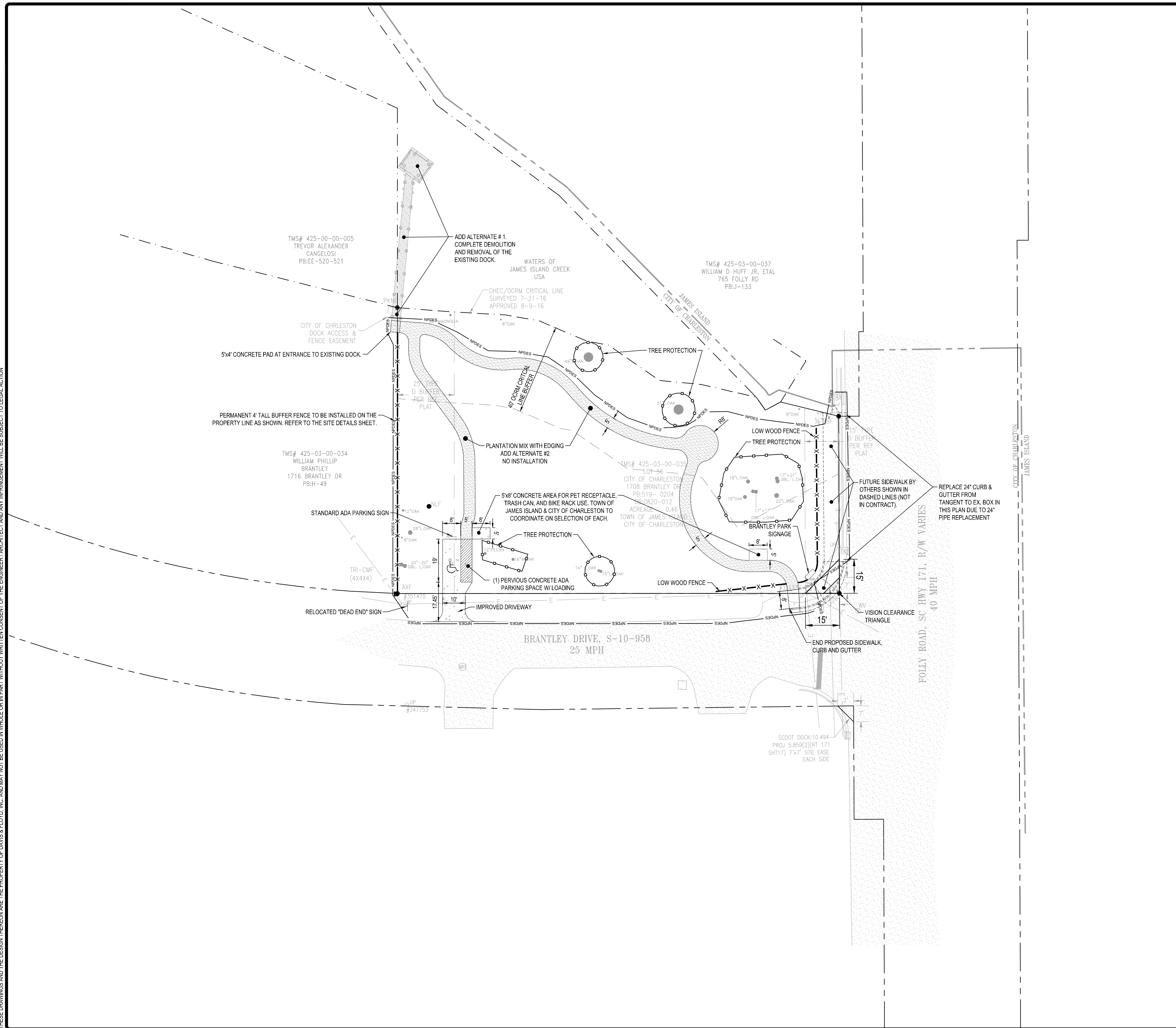
# Memo

**To:** Mayor and Town Council  
**From:** Ashley Kellahan, TA  
**Date:** May 13, 2021  
**Re:** Brantley Park Phase I – Revised Plan & Fee

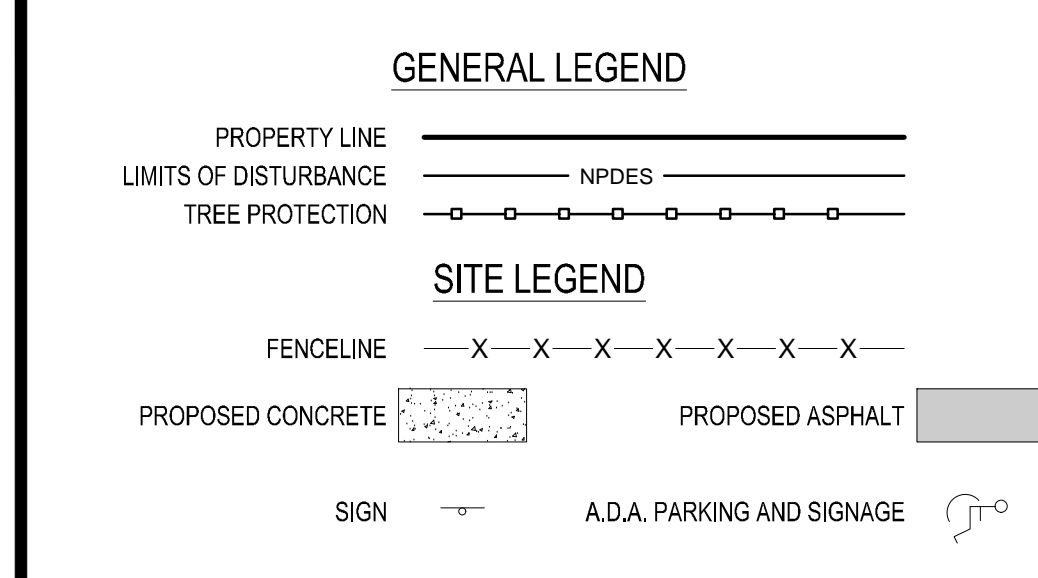
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- In May, Council approved moving forward with the low-bidder for Phase I, ES-Integrated, but revising the Site Plan to remove parking except for one handicap space and removing the roadside drainage infrastructure. ***See attached***
- Davis & Floyd, in consultation with DOT and the City of Charleston Stormwater Dept., revised the Site Plan to move the 1 handicap space on-site allowing for the open ditches along the roadside to remain. Also, all the concrete surfaces were changed to permeable concrete. The dock will remain until the new permit with OCRM is secured.
- Previous bid was \$141,590. ***Amended bid for approval is \$90,214.***

I:\Jobs\1876-00\Production\CAD\Drawings\1876-00-SITE.dwg, 6/24/2021 3:34:16 PM, d. charles.hamilton, .pld  
THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER, ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.



**NOTES:**  
1. REFER TO SHEET C001 - GENERAL NOTES FOR THE CITY OF CHARLESTON TRAFFIC AND TRANSPORTATION NOTES AS WELL AS THE TRAFFIC AND STREET NAME SIGN STANDARDS.  
2. ALL PAVEMENT MARKINGS AND SYMBOLS TO BE WHITE THERMOPLASTIC.  
3. USE MOST CURRENT EDITION OF SCDOT STANDARD DRAWINGS FOR ALL CONSTRUCTION WITHIN THE SCDOT RIGHT-OF-WAY.



**South Carolina 811**  
PUBLIC UTILITIES CROSSING SERVICE

PROJECT DATUM INFORMATION:  
HORIZONTAL DATUM: SC83IF  
VERTICAL DATUM: NAVD83

SCALE: 1" = 20'

STATE PLANE

**DAVIS & FLOYD**  
SINCE 1954  
WWW.DAVISANDFLOYD.COM  
3229 W. MONTAGUE AVENUE  
NORTH CHARLESTON, SOUTH CAROLINA, 29418  
(803) 554-6602

COWNER  
THE CITY OF CHARLESTON  
1708 BRANTLEY DRIVE, CHARLESTON, SC 29412  
PROJECT TITLE  
BRANTLEY PARK

DRAWING TITLE  
SITE PLAN EXHIBIT

NO.	DATE	REVISIONS

PROJECT NO. 1876-00  
DATE 05-01-2021  
DRAWN JHR  
CHECKED JHR  
SRW  
APPROVED SRW

**EXHIBIT**

PAGE 5 OF 15



8450 Garvey Drive  
 Raleigh, NC 27616  
 (800) 332-6798 Fax (919) 954-0203  
[www.moscadesign.com](http://www.moscadesign.com)

# Proposal

Date 8/2/2021  
 Quote # SH-61821-A4  
 Cust ID JAMES ISLAND SC  
 Exp. Date 9/1/2021

**Proposal For:**

Ashley Kellahan  
**Town of James Island**  
 1122 Dills Bluff Road  
 Charleston, SC 29412  
 (843) 795-4141

**Ship To Address:**

Town of James Island  
 ATTN: Ashley Kellahan  
 1122 Dills Bluff Road  
 Charleston, SC 29412

**Email:** [akellahan@jamesislandsc.us](mailto:akellahan@jamesislandsc.us)

PO Number	Ship Date	Ship Via	F.O.B	Terms
	ASAP	Best Way	Origin	Net 20 Days
QTY			Unit Price	Amount
26	Custom Carolina Branch Pole Mounted Branches. Custom Built to fit James Island's Lampposts. Size: 3'. Includes LED Warm White Mini Lights. List Price: \$615.00 Each		\$ 492.00	\$ 12,792.00
2	12" Natural Grapevine Balls. Includes 140 LED Mini Lights (1 with Green Lights and 1 with Warm White Lights).		\$ 90.00	\$ 180.00
2	18" Natural Grapevine Balls. Includes 210 LED Mini Lights (1 with Green Lights and 1 with Red Lights).		\$ 131.00	\$ 262.00
2	24" Natural Grapevine Balls. Includes 2800 LED Mini Lights (1 with Red Lights and 1 with Warm White Lights).		\$ 157.00	\$ 314.00
Sales Tax Exemption #:				
<b>All orders paid with a credit card will include a 3.5% Bank Service Fee added to the final bill (as shown below).</b>				

Notes:

**Estimated Lead Time: 6 to 15 Weeks after receipt of a signed/approved proposal and Mock Up (if required)**

**Any Shipping Costs shown above are estimates only. Actual Shipping Costs will be added to your invoice.**

Sub Total	\$ 13,548.00
Est Shipping Cost	\$ 400.00
9.00% Sales Tax	\$ 1,255.32
<b>Grand Total:</b>	<b>\$ 15,203.32</b>
Total If Paid By Credit Card:	\$ 15,735.44

**Accepted By:**

By signing above, purchaser agrees to all terms and conditions, and authorizes Mosca Design, Inc. to place order accordingly.

**THANK YOU FOR YOUR BUSINESS**









## Ashley Kellahan

---

**Subject:** FW: [External] Irrigation account for 461 Ft. Johnson Rd

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**From:** Bluestein, Elisa D <[BluesteinED@CharlestonCPW.com](mailto:BluesteinED@CharlestonCPW.com)>

**Sent:** Friday, August 13, 2021 9:05 AM

**To:** Douglas Sparling <[dsparling@jamesislandsc.us](mailto:dsparling@jamesislandsc.us)>

**Cc:** Mark Johnson <[mjohnson@jamesislandsc.us](mailto:mjohnson@jamesislandsc.us)>

**Subject:** RE: [External] Irrigation account for 461 Ft. Johnson Rd

Hi Mr. Sparling,

I have set up the ¾" commercial irrigation account for 461 Ft. Johnson Rd. The account # is 154593008 and the fees of \$3,936.00 is due for installation. I have attached a copy of the bill that is being mailed out to you today.

You may pay these fees at either office, mail in payment, or, to use our phone pay system with a credit card, please call 843-727-6800, and choose Option #1. Enter the new account number, then verify the last 4 of your EIN#. The system will then guide you through the rest of the payment process, and give you a confirmation number. **Please be advised that the only way to receive a 'paper' receipt is by paying inside the office.** Full payment of the fees automatically generates a work order for the box & meter to be installed and currently takes place within 8 weeks max. **After the fees have been paid, please direct any questions regarding meter box placement or installation date directly to the installer: Wade Frye at [fryeaw@charlestoncpw.com](mailto:fryeaw@charlestoncpw.com).**

Charleston Water System will install the new meter box and meter. Initially the meter will be locked. The customer is responsible for connecting their outside spigot/irrigation system to this new meter box (we recommend hiring a qualified plumber, landscaper, or contractor to do this) and installing a backflow prevention device (BFP). Once the backflow preventer is installed on the irrigation account, your plumber will contact CWS backflow department for a backflow inspection. If it passes inspection, the meter will be unlocked. Once it is unlocked, you must have an approved tester come out and test the backflow preventer at installation and then annually after that, your BFP device must be tested by a certified tester. Here is a link to our approved testers:

<http://www.charlestonwater.com/documentcenter/view/556>.

Please remember that the Billing cycle begins once the box & meter are installed on site, even if there is no water usage. The monthly minimum bill is \$21.15 for 0-2 CCF (0-1500 gallons) of usage. Any additional usage after 2 CCF's are charged a per unit charge above the 2 CCFS.

For additional information on irrigation and an explanation of backflow & the requirements for this new meter box, please visit our website:

<http://www.charlestonwater.com/Faq.aspx?QID=99>

Please let me know that you received this email.

## Request for Approval – Repair Care Work-Study Program

- The Town of James Island currently partners with Sea Island Habitat for Humanity with the Repair Care Program where the Town funds critical needs home repairs.
- The Work-Study program would be an expansion of this program to not only teach valuable skills to students, but also to help complete smaller repairs to eligible homes within the community.
- Students the James Island Charter High School (JICHS) and Trident Technical College (TTC) will be taught basic carpentry, plumbing, and other contracting skills and would earn course credit.
- Students would work as interns for the Town of James Island. In addition to an hourly wage of \$12, the Town would cover supply and material expenses.
- Volunteers from the James Island community with home building experience would help supervise the interns and facilitate the program.
- Assumptions include 4 interns at \$12 per hour for five hours per week, 30 weeks per year = \$7,200
- Supply budget of \$800

**Preliminary Budget Estimate:** Approximately \$8,000 Annual budget costs that would be funded from the Repair Care Program.

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## Mapping the Urban Forrest of James Island

The goal of this project is to catalog the location, species, and quality of each tree in public locations on James Island. In doing so, trees that require maintenance may be identified and those that are in poor condition replaced. Training in the collection of data related to the species, size, and health of trees will be provided as well as instruction related to data entry using the Geothinq platform. While not required, experience in working with field data collection methods, surveying, or coursework in plant taxonomy, plant ecology or geospatial sciences would be helpful. You must have your own transportation. A stipend may be available to qualified applicants and students are encouraged to apply for internship credit through the Environmental & Sustainability Studies Program.

\*\*\*\*\*

### Cost estimate breakdown for Tree Survey Interns

Assumption of 4 interns per semester (2 teams of 2) paid  
\$12 per hour at 5 hours/week for 30 weeks = 7,200

Training by Town Arborist (4 hours at \$100 per hour) = \$400

Follow-up Inspection by Town Arborist (4 hours at \$100 per hour) = \$400

Estimated Annual Cost for Budget Year 21/22 is \$4,000 per semester, \$8,000 for the year

Request is to Approve on-going Annual Tree Surveying Program

.....

Applications will be reviewed by the James Island Tree Council and recommendations for internship awards made to the Town Administrator. Successful applicants will receive training from our Arborist and safety instruction and Geothinq training from our Public Works Department.

In Budget Year 2020/2021, an approximate total of \$2,900 was spent for the Spring semester. The interns were successful in cataloging a stretch of Fort Johnson Rd. from DNR to Secessionville Rd.

A RESOLUTION CALLING FOR A REFERENDUM TO INCREASE TOWN COUNCIL FROM FOUR TO SIX MEMBERS

**WHEREAS**, it is in the best interest of the Town of James Island to allow for:

- a. Greater representation and participation of the public in the governing of the Town.
- b. Staggered terms such that some members of council will be elected every two years

**THEREFORE**, the James Island Town Council hereby resolves:

By this action Council calls a referendum pursuant to SC Code §5-15-30 on the following question:

**Shall the Town of James Island change its number of members of Council from four to six with the two additional positions filled at the next municipal election in November of 2023?**

**YES** { }

**NO** { }

This referendum shall be included on the ballot for the Town of James Island election scheduled for the 2<sup>nd</sup> day of November 2021

\_\_\_\_\_  
Bill Woolsey  
Mayor

ATTEST

\_\_\_\_\_  
Frances Simmons  
Town Clerk

Adopted: \_\_\_\_\_

Effective upon approval

A RESOLUTION TO FOLLOW CHARLESTON COUNTY, CDC AND SC-DHEC GUIDELINES AT THE TOWN OF JAMES ISLAND REGARDING FACE COVERINGS FOR PUBLIC INDOOR AREAS

WHEREAS, on July 27, 2021, to prevent further spread of the Delta variant, the US Centers for Disease Control and Prevention (CDC) updated mask guidance to recommend that fully vaccinated people wear masks indoors when in areas with “substantial” and “high” transmission of Covid-19, which includes nearly two-thirds of all US counties; and

WHEREAS, on August 12, 2021, the CDC announced that over 90% of the nation’s counties are areas with substantial or high transmission of Covid-19, meaning that most counties in the country now meet the CDC’s guidelines recommending that all people wear masks indoors whether they are vaccinated or not; and

WHEREAS, on July 27, 2021, the South Carolina Department of Health and Environmental Control (SC-DHEC) issued a press release entitled “DHEC Supports Updated CDC Guidance, Recommends Indoor Masking for All Regardless of Vaccination Status”; and

WHEREAS, on July 30, 2021, Charleston County issued a press release entitled “Face Coverings will be required in all Charleston County Government Buildings”; and

WHEREAS, due to the rise in COVID-19 cases in the tri-county area and the increasing threat of the Delta variant, the Centers for Disease Control (CDC) and SC-DHEC is recommending that everyone, regardless of vaccination status, wear a face covering in indoor public spaces; and

WHEREAS, as Charleston County has followed guidance from the CDC and South Carolina Department of Health and Environmental Control (SC-DHEC), the Town of James Island will follow that guidance by requiring face coverings inside specific Town of James Island buildings and public areas regardless of vaccination status;

THEREFORE, BE IT RESOLVED, that beginning Friday, August 20, 2021, visitors and employees (both vaccinated and unvaccinated) will be required to wear face coverings in all indoor, public areas of Town of James Island buildings. These buildings and areas include the Frances Simmons Council Chambers, the indoor public reception area, common areas of the main Town Hall Building and the James Island Arts and Cultural Center.

\_\_\_\_\_  
Bill Woolsey  
Mayor

ATTEST

\_\_\_\_\_  
Frances Simmons  
Town Clerk

Adopted: \_\_\_\_\_

Effective upon approval



RESOLUTION #2021-10

*RESOLUTION HONORING ISLAND SHERIFF'S PATROL (ISP)  
DEPUTY OF THE FIRST 2 QUARTERS OF 2021*  
Deputy Jacob Brueckner

**WHEREAS**, Deputy Jacob Brueckner is being recognized by his peers for the James Island Sheriff's Patrol Deputy of the First 2 Quarters of 2021 because of his unparalleled work ethic; and

**WHEREAS**, Deputy Brueckner is always proactive in his duties and strives to build relationships within the community; and

**WHEREAS**, Deputy Brueckner sets an excellent example for the community and his peers and goes above and beyond to protect the residents of James Island; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town of James Island recognizes the outstanding service, commitment, and dedication of Deputy Brueckner as the Island Sheriff's Patrol Deputy of the first two Quarters of 2021.

Adopted this 19<sup>th</sup> of August, 2021

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Bill Woolsey  
Mayor

ATTEST

---

Frances Simmons  
Town Clerk

AN ORDINANCE INCREASING COMPENSATION OF THE MAYOR

WHEREAS, S.C. Code § 5 -7 -170 provides that a Town Council may determine the annual salary of its members by ordinance; and,

WHEREAS, S.C. Code § 5 -7 -170 further provides that an ordinance establishing or increasing such salaries shall not become effective until the commencement date of the terms of two or more members elected at the next general election following the adoption of the ordinance, at which time it will become effective for all members whether or not they were elected in such election; and,

WHEREAS, the Town of James Island's next General Election is November 7, 2023; and,

WHEREAS, currently the position of Mayor of the Town of James Island is compensated at an annual salary of fifteen thousand (\$15,000) dollars and,

WHEREAS, Council of the Town of James Island seek to increase the annual salary of the Mayor to forty-eight thousand (\$48,000) dollars; and,

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of James Island to amend Section 30.01 of the Town Code that the annual salary of the Mayor shall be forty-eight thousand (\$48,000) dollars and the annual salary of Town Council members shall be eighty-five hundred (\$8,500) dollars.

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Bill Woolsey  
Mayor

ATTEST:

---

Frances Simmons  
Town Clerk

First Reading: July 15, 2021

Public Hearing: August 19, 2021

Second/Final Reading: August 19, 2021

ORDINANCE #2021-05

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND'S RULES OF PROCEDURE REGARDING AGENDAS

WHEREAS, Council adopts rules for its meetings (SC Code 5-7-250 b) and has done so by Ordinance (TOJI Code 3-19); and

WHEREAS, Council rules must comply with the South Carolina Freedom of Information Act (SC Code 5-7-250 c) which provides minimum requirements for public notice and agendas, (SC Code 30-4-80 (A)); and

WHEREAS, Council seeks to allow members of Council additional time to add agenda items for the regular meeting while allowing the Town Clerk sufficient time to publish the agenda packet;

NOW THEREFORE, COUNCIL ORDERS AND ORDAINS THE FOLLOWING AMENDMENTS TO TOJI ORDINANCE 3-19, ADDING THE UNDERLINED TEXT AND DELETING THE TEXT CROSSED OUT:

- (B) Agendas: The Town Clerk shall prepare an agenda for every regular and special meeting. Agendas and informational material for regular meetings shall be distributed to the Council and available to the public no later than Friday preceding the meeting.
- (C) Placement of items on the agenda:
  - (1) The Mayor may place routine items and items referred by staff on the agenda.
  - (2) Any item placed on the Consent Agenda or matter raised during Public Comment may be placed on a subsequent agenda as a "Special Order of Business" upon majority vote of the Council.
  - (3) Any member of Town Council requesting that an item requiring a vote or other action by Council, such as an ordinance or resolution, be placed on the agenda must submit a written request, along with motions needed, not later than close of business on the ~~Wednesday~~ Thursday in the week preceding the Council meeting.
- (D) Public Comment: Citizens of the Town and other members of the public may share their concerns and make comments about Town affairs. While questions may be asked, this is a time for Mayor, Council, and Town officials to listen rather than respond. The total time allotted will be 30 minutes and each comment should be limited to three minutes. Council may extend these times by two-thirds vote.
- (E) Consent Agenda: In order to expedite the Council's business, the approval of minutes and other routine agenda items shall be placed on the Consent Agenda. All items on the Consent Agenda will be approved by a single motion unless the item is pulled for further consideration. Any item on the Consent Agenda may be removed for separate consideration by any member of the Council. For the purposes of this rule, SEPARATE CONSIDERATION means any proposal to adopt a different course of action than that recommended in the staff report, or a determination that debate on a proposed course of action is deemed desirable, any questions to staff on any item, and any item where a Council member must declare a conflict of interest.
- (F) Information Reports/Announcements: The Town Administrator, other Town Officials, the Mayor and Members of Council may provide reports and make announcements during this period. Members of Council may ask questions regarding reports and other Town business, including matters raised during Public Comment.

- (G) Special Orders of Business: Except otherwise required by these rules, items removed from the Consent Agenda for separate consideration shall be considered as a Special Order of Business and part of the next scheduled item on the agenda.
- (H) Public Hearings: Public Hearings shall commence no later than 7:45 p.m., and any pending order of business shall be deferred until such time as the hearing has concluded. Unless otherwise required by law or Council motion, Public Hearings shall be scheduled by the Town Clerk, and may be rescheduled without further action by the Council.
- (I) New Business: Items added to the agenda by the Town Administrator after the Friday before the meeting but for which 24-hour public notification has been provided may be considered by Council upon a majority vote. Items may be added to the agenda at the meeting for reasons including concerns raised during public comment or information reports by staff. ~~Items brought forward by the Mayor or member of Council at the meeting that does not require final action may be considered upon majority vote. Items brought forward by the Mayor or member of Council at the meeting requiring final action may be considered upon two-thirds vote in accordance with S.C. Code § 30-4-80(A), the town may consider an item in this manner if it finds that an emergency or exigent circumstances do or will exist if the item is not added to the current meeting agenda for the Council's consideration and desired action before the conclusion of the meeting.~~

Items may be added to the agenda by Mayor or Members of Council according to the following rules:

- a. If the item is for discussion only and proposes no action by the Town or further vote by Council at the meeting, it may be added by majority vote.
- b. If the item requires action by the Town, but not a final vote, such that a final vote will occur at a future meeting that provides at least 24 hour notice and an opportunity for public comment, it may be added by two thirds vote of Council.
- c. If the item proposes action by the Town and a vote by Council such that no further vote by Council will be taken before the action is carried out, so that there will be no 24 hour notice and opportunity for public comment, it may be placed on the agenda by a two-thirds vote. The motion to add the item to the agenda must state that Council finds that an emergency or an exigent circumstance exists if the item is not added to the agenda.

This Ordinance shall become effective upon its second reading

---

Bill Woolsey  
Mayor

ATTEST

---

Frances Simmons  
Town Clerk

First Reading: July 15, 2021  
Second/Final Reading: August 19, 2021

\*Changes

Proposed redactions are indicated by ~~striketrough~~  
Proposed additions/edits are indicated by underline

**ORDINANCE #2021-06**

**REGULATIONS ON ROUTINE INSPECTION AND MAINTENANCE OF PRIVATE SEPTIC TANK SYSTEMS**

**WHEREAS**, the Town of James Island desires to promote public safety and ensure the general welfare of the community and all its citizens.

**NOW, THEREFORE, BE IT ORDAINED**, the Council of the Town of James Island adopts:

**CHAPTER 91.03 PRIVATELY OWNED SEWERAGE SYSTEMS (SEPTIC TANKS AND SEPTIC TANK SYSTEMS)**

- A) This subsection of Chapter 91 is to be applied and interpreted, and supplements but does not supplant, those statutes, code sections, ordinances and administrative regulations currently in effect, or which may be put into effect, by the James Island Public Service District (JIPSD) and South Carolina Department of Health and Environmental Control (SCDHEC), and any successor governmental entity as such may relate to sewage and waste disposal.
- B) Definitions:
- 1) “Baseline Inspection” means a thorough evaluation of an operating private sewage system to determine whether the system is functioning as designed, is not exhibiting signs of failure, and is being operated properly. A pump out of the system is required for a baseline inspection to properly examine the interior of the tank and to check for leaks from the house or saturated conditions in the drainfield. All inspections and pump outs must be performed by inspectors and pumpers with valid SCDHEC licenses.
  - 2) “Building Drain” means the sewer or sewers within a building used to convey sewage and/or industrial waste to building sewers or laterals, and in this ordinance shall relate to the point of connection to the building sewer or laterals.
  - 3) “Building Sewer Lateral” means the extension of the building drain from the building to the public sewer or other place of disposal.
  - 4) “Drainfield” means a system of trenches or beds, or other such seepage systems approved by SCDHEC, designed to disperse septic tank effluent into the soil for treatment.
  - 5) “Failed System” means any private sewage system or sewer to a public sewer that does not adequately convey, treat and dispose of sewage that consequently creates a public or private nuisance or threat to public health and/or environmental quality, as evidenced by, but not limited to, one or more of the following conditions:

- a. Failure to accept sewage;
  - b. Discharge of sewage to a basement, subsurface drain, surface drain or surface water unless expressly permitted by SCDHEC;
  - c. Sewage rising to the surface of the ground over or near any part of a private sewage system or seeping down-grade from the drainfield at any change in grade, bank or road cut;
  - d. Any deterioration or damage to any private sewage system that would preclude adequate treatment and disposal of wastewater (for example, damage from a vehicle driven over the drainfield or septic tank);
  - e. A septic tank that is not constructed to be watertight (such as a bottomless tank) as required to hold wastewater for primary treatment prior to discharging to a drainfield;
  - f. The presence of a grease trap to which kitchen waste is discharged and which is not connected to the septic tank or drainfield;
  - g. Exposure, reduction, or elimination of the drainfield area or holding tank through erosion;
  - h. Repeated and prolonged inundation by floodwaters resulting in leakage of sewage;
  - i. Water quality testing of adjacent and nearby waters that reveals a private sewage system as the source of contamination.
- 6) “Good Operating Condition” means a state in which the private system, upon inspection, is determined to function in a sanitary manner, prohibits the discharge of untreated or partially treated sewage onto the ground surface, into surface water, or into groundwater, and allows building plumbing to discharge properly.
  - 7) “Grease Trap” means an interceptor tank used to trap grease and oils from kitchen waste. If the tank is not plumbed so that the remaining liquid enters the septic tank or a drainfield, it is in violation of this chapter and chapter 91.02.
  - 8) “Improved Property” means any property located within the corporate limits of the Town of James Island upon which there is erected a structure or structures intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure or structures sewage and/or industrial waste shall be, or may be, discharged and accepted by the JIPSD at any time.
  - 9) “Licensed Inspector” means an individual who has been approved by SCDHEC to inspect private sewage systems.
  - 10) “Owner” means any person vested with ownership, legal or equitable, sole or partial, of any improved property.
  - 11) “Person” means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural,

where indicated by the context.

- 12) “Premises Accessible to the Sewerage System” means any improved property when the public sewer abuts, bounds or is adjacent to such improved property.
- 13) “Private Sewerage System” means a septic tank and its associated septic and lateral lines, pipes, vault, and drainfield located in whole or in part on private property intended to be used for the conveyance, storage, treatment, or disposal of sewerage, whether an on-site disposal system or engineered specialized on-site sewage system.
- 14) “Proof of Inspection” means a written, whether electronic or physical, dated statement which include the name, address and findings of a licensed inspector having performed an inspection under such licenses.
- 15) “Public Sewer” means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority. It shall also include sewer within or without the Town limits, which serve one or more persons and discharge into the JIPSD sewerage system.
- 16) “Sanitary Sewer” means a sewer which carries sewage and/or authorized industrial wastes and to which storm, surface and ground waters are not intentionally admitted.
- 17) “Septic Tank” means a watertight receptacle that receives the discharge of sewage from a building sewer and is designed and constructed to permit the deposition of settled solids, the digestion of the matter deposited and the discharge of the liquid portion into a leaching system (such as a drainfield).
- 18) “Sewage” means wastewater, or any substance that contains any of the waste products or excretions of other discharge from the bodies of human beings or animals.
- 19) “Sewer” means a pipe conduit for carrying sewage, industrial waste or storm or surface water.
- 20) “Sewerage System or Sewerage Facility” means all facilities owned and/or operated by JIPSD, which are used for collecting, pumping, transporting, treating, and disposing of sewage and industrial waste.
- 21) “Town” means the Town of James Island, Charleston County, South Carolina.

C) General Sanitary Regulations

- 1) Prior to the issuance of a certificate of occupancy, the owner of any premises accessible to the sewerage system located within the Town of James Island is

required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the sanitary sewer in accord with the provisions of this ordinance, JIPSD and SCDHEC.

- 2) It shall be the responsibility of the property owner to ensure that the private sewage system is operated and maintained according to its designed use and capacity.
- 3) The property owner shall maintain the private sewage system so that it is accessible for inspection and maintenance.
- 4) The property owner shall protect all parts of the private sewage system so that it is protected from vehicular traffic and parking.
- 5) The property owner shall protect all parts of the private sewage system from erosion and prolonged inundation.
- 6) Except as hereinafter provided, no person shall construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- 7) When a public sewage system is not available for the premises, which is defined as beyond 300 feet from the foundation of the building premises containing a toilet to be so connected, the building sewer shall be connected to a private sewerage system complying with the provisions of the regulations imposed by JIPSD and SCDHEC. Any tree removal required for compliance shall be performed in accordance with Chapter 153 et. al. of the Town Code.
- 8) The owner of any improved property shall maintain the private sewage system in good operating condition and repair as needed; the building drain, drainfield septic tank, and building sewage lateral connecting lines to the public sewer, at the owner's expense, and shall remove all trees, shrubs, tree and shrub roots and other obstructions to the building drain and sanitary sewage system Any tree removal required for compliance shall be performed in accordance with Chapter 153 et. al. of the Town Code.
  - a) In the event of a complaint or upon notice by the Town, the Town Code Enforcement Officer may inspect the sanitary sewerage system in its entirety to determine the need for maintenance, or repair, including the proximity of the building premises to the public sewer.
  - b) All private sewerage systems must receive a baseline inspection by a licensed inspector for compliance with JIPSD, SCDHEC compliance every 3 years, and the owner thereof shall provide documentation of such inspection upon request by the Town Code Enforcement Officer within 10 calendar days of such request. Property owners shall provide all requested and known information about the private sewage system to the Town and



the inspector to facilitate locating and accessing the condition of the system.

- c) Failure to timely provide acceptable documentation of baseline inspection as referenced in subsection C(8)(b) evidencing a licensed inspection of the private sewerage system within 3 years prior to such request, or within 10 days after such request, shall entitle the Town to require a baseline inspection through a licensed inspector. Should the owner fail to provide proof of a baseline inspection within 30 calendar days, the Town may perform a baseline inspection through a licensed inspector at the owner's expense.
  - d) In the event such inspection reveals a failed system, in whole or in part, the Town shall require the owner to perform such repairs or maintenance as may be called for from such inspection, at owner's expense, within 60 calendar days of the earlier of the mailing of or personal receipt of such notice. If the repair(s) are such that 60 days is not sufficient time to complete the repair(s), evidence of the scheduled repair(s) shall be presented to the Town and timeline for repair(s) must be approved by the Town Code Enforcement Officer.
- 8) In the event the owner has documentation or other acceptable proof of an acceptable inspection with the time prescribed in subsection C(8)(b), yet the Town Code Enforcement Officer has reason to believe additional inspection is warranted, the Town may perform such inspection as is required in the Town's discretion at the Town's expense, and impose the necessity of repair or maintenance at the homeowner's expense in accord with and pursuant to subsection C(8)(a) and (d).
- D) In the event the owner fails to comply with the directive(s) of the Town Code Enforcement Officer after notice pursuant to Town of James Island Code, Chapter 91.05 the provisions of §91.06 shall apply, and any appeal of such directive(s) shall be in accord with section §91.08.

First Reading: August 19, 2021

Second Reading:

\_\_\_\_\_  
Mayor Bill Woolsey

Attest: \_\_\_\_\_  
Town Clerk

Adopted: \_\_\_\_\_

ORDINANCE # 2021-07

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA

WHEREAS, the Town Adopted its Annual Operating Budget for Fiscal Year 21/22 with second and final reading on May 20, 2021; and

WHEREAS, the Town may find it necessary to amend its operating budget on occasion to account for unforeseen revenues and expenditures throughout the budget year; and

WHEREAS, H.R. 1319, better known as the American Rescue Plan, was signed into law on March 11, 2021, providing emergency relief to municipal governments to respond to the COVID-19 public health emergency, offset revenue losses, bolster economic recovery and provide premium pay for essential works; and

WHEREAS, the Town of James Island is expected to receive \$3,709,261 in emergency relief funds during Fiscal Year 21/22.

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

Section 1: Purpose

This Ordinance is adopted to amend the Town of James Island's Operating Budget for Fiscal Year 2021-2022.

Section 2: Amendment of the Fiscal Year 2020-2021 Budget for the Town of James Island, South Carolina  
By passage of this Ordinance, the Town of James Island amends as its Budget for Fiscal Year 2021-2022 incorporated fully herein by reference: EXHIBIT A

Section 3: Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed valid as if such part had not been included. If said Ordinance, or any provision thereof, is held to be inapplicable to any person, group of persons, property, and kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4: Effective Date and Duration

This Ordinance shall be effective upon adoption.

First Reading                      August 19, 2021

Second/Final Reading

Bill Woolsey

ATTEST

Frances Simmons  
Town Clerk

**EXHIBIT A  
BUDGET AMENDMENT SUMMARY**

	<b>2021/2022 ADOPTED BUDGET</b>	<b>2021/2022 AMENDED BUDGET</b>	<b>DIFFERENCE</b>
<b>Revenues</b>			
American Rescue Plan Allocation	\$ 4,078,236	\$ 7,787,497	3,709,261

	<b>2021/2022 ADOPTED BUDGET</b>	<b>2021/2022 AMENDED BUDGET</b>	<b>DIFFERENCE</b>
<b>Expenditures</b>			
Transfer Out to Capital Projects	\$ 711,816	\$ 4,421,077	3,709,261

	<b>2021/2022 ADOPTED BUDGET</b>	<b>2021/2022 AMENDED BUDGET</b>	<b>DIFFERENCE</b>
<b>Capital Projects</b>			
Other Drainage Improvement Projects	\$ 150,000	\$ 2,004,631	1,854,631
Water Quality / Sewer Infrastructure Projects	\$ -	\$ 1,854,630	1,854,630