



UPDATED 7/20/2022

Town of James Island, Regular Town Council Meeting  
July 21, 2022; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

### IN-PERSON MEETING

*(This Meeting will also be live-streamed on the Town's You-Tube Channel, see link at end of agenda)*

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 encourages the public to provide comments prior to its Town Council meeting. Residents wishing to address Council will be limited to three (3) minutes and must sign in to speak. Comments may also be sent ahead of the meeting by emailing to: [info@jamesislandsc.us](mailto:info@jamesislandsc.us), mail to P.O. Box 12240, Charleston, SC 29422, or placed inside the drop box outside of Town Hall at 1122 Dills Bluff Rd.

1. Opening Exercises
2. Public Comment
3. Consent Agenda:
  - a. Minutes: June 16, Regular Town Council Meeting
4. Information Reports:
  - Finance Report
  - Town Administrator's Report
    - Comprehensive Emergency Plan Annual Review
  - Public Works Report
  - Island Sheriff's Patrol Report
5. Requests for Approval by Staff:
  - James Island Creek TMDL Sampling: 2022-2023 Contract Scope and Fee
  - Camp Road Drainage Basin Study: Contract Scope and Fee
  - Renewal of Capitol Consulting Group, LLC Lobbyist Contract

- Brantley Park Annual Landscape Maintenance Proposal
- Lighthouse Point Annual Landscape Maintenance Proposal
- Driveway Apron Repair at 846 S Piccadilly
- Stormwater Box Repair at 1473 Camp Road

6. Action Items:

- Nomination for Appointment to the Board of Zoning Appeals: Roy Smith
- Nomination for Appointment to the Board of Zoning Appeals: Amy Fabri
- Request for Approval: JLA Engineering to Conduct a Traffic Calming Analysis in Clearview Subdivision (deferred from June 16 meeting)
- Request for Approval: Allocation of \$5,000 to address and resolve audio issues for videotaped/YouTube and live in-person meetings at Town Hall

7. Committee Reports:

- Land Use Committee
- Environment and Beautification Committee
- Children's Committee
- Public Safety Committee
- History Committee
- Rethink Folly Road
- Drainage Committee
- Business Development Committee
- Trees Advisory Committee
- James Island Intergovernmental Council

8. Proclamations and Resolutions:

Resolution # 2022-11: Recognition of Lillian Smith, Helping Hands

Resolution #2022-12: Recognition of Amy Ball, James Island Pride

Resolution #2022-13: Hate Crimes Bill Resolution

9. Ordinances up for First Reading: None
10. Ordinances up for Second/Final Reading: None
11. Old Business:
12. New Business:
  - Request for Approval: Additional \$11,000 for the JIACC solar panel project to relocate electric meter.
13. Executive Session: The Town Council 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

This meeting will also be live-streamed and available for public view via the Town's YouTube channel:  
<https://www.youtube.com/channel/UCm9sFR-ivmaAT3wvHdAYZqw/>

The Town of James Island held its regularly scheduled meeting on Thursday, June 16, 2022 at 7:00 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live-streamed on the Town's YouTube Channel.

The following members of Town Council were present: Boles (via Zoom), Milliken, Mullinax, and Mayor Woolsey, presided. Absent: Councilwoman Mignano (gave notice). Also, Niki Grimbball, Town Administrator, Merrell Roe, Finance Director, Mark Johnson, PW Director, Bonum S. Wilson, Town Attorney, Lt. Shawn James, Island Sheriffs Patrol, Deputy Chris King, Patrol Division, and Frances Simmons, Town Clerk. A quorum was present to conduct business. This meeting was held in accordance with the Freedom of Information Act and the requirements of the Town of James Island with notification provided to the public.

Opening Exercises: Councilman Mullinax opened in prayer and followed with the Pledge of Allegiance. Town Clerk Simmons called the roll.

Presentation by Lowcountry Local First for Community Business Academy: Jacquie Berger, Executive Director, Lowcountry Local First (LLF), thanked Council for the opportunity to come before them to present this two-part program for the Town. Lowcountry Local First is a local non-profit organization that invests in local and independent businesses and shared having the opportunity to do exciting things in the Town. LLF focuses on local businesses because they are neighbors that helps to create jobs, sponsors kids sports teams, and makes donations to local non-profit organizations; they are the fabric of the community. She stated that Lowcountry Local First works to assure that local businesses are connected to one another and has the resources they need to operate; they provide public awareness campaigns and advocacy work, and partners with local municipalities to promote seasonal and year-round campaigns to attract people to our local independent businesses. Ms. Berger introduced Raquel Padgett, the Director of Good Initiative with Lowcountry Local First, to provide an overview of the Community Business Academy.

Raquel Padgett thanked Council and provided an overview of the "Good Initiative" program that encompasses the Community Business Academy, the Business Acceleration Services, and the newly launched Credit to Capital Program. Community Business Academy, a 12-week Program offering hands-on training in business planning and management to existing local businesses and aspiring entrepreneurs. The Business Acceleration Services (BAS) offers graduates from the Academy 12 months of services to excel their business to the next level. Then businesses have the option to pair with a business coach for a 90-day one-on-one coaching and access to workshops that are held throughout the region. Credit to Capital – Rising Tide Capital, when an entrepreneur is ready to pursue financing, Good Enterprise provides them with comprehensive assistance and resources through their relationship with community banks and institutions for financing. Ms. Berger asked Council to consider participating in this two-part program for the Town.

Public Comment: The following persons addressed Council:

Chris Benson, 991 White Point Blvd., Mr. Benson stated that he owns a couple of investment properties in the Town with the intent to maximize his return on them. He expressed concern about the Town's Air B&B requirements in the Ordinance that the owner must live in the property. Mr. Benson asked what the logic is for that because he pays three times more in taxes. He said the Town should not prohibit investors from maximizing on their return. He has lived in his primary residence for 20 years. The ordinance is unfair because he should be able to recoup a return on his investments and asked Council to reconsider this in its ordinance.

Jim Boyd, 719 Tennent Street: Mr. Boyd thanked Council for consideration of speed humps in Clearview and asked Council to look into having more police presence. He said Lt. James (Island Sheriffs Patrol) does



a good job but the Town needs to have more than one police officer because the population is growing too fast for one officer on a Monday through Friday schedule.

Minutes of May 19, Regular Town Council Meeting: Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax, and passed unanimously.

Information Reports:

Finance Report: Report provided. Finance Director, Merrell Roe gave a summary of May's Revenues and Expenditures. She stated that Town Administrator Grimball would give an update on the American Rescue Plan funds.

Town Administrator's Report: Report provided. In addition to the Town Administrator's Report, Mrs. Grimball said we are on course for solar panels to be installed at the Town Hall and JI Arts & Cultural Center in July. Final approval for Brantley Park is expected any time. Staff is working to secure service for regular landscaping and maintenance to be presented to Council next month for approval. An update on American Rescue funds was provided and Mrs. Grimball reported on May's activities at the James Island Arts & Cultural Center.

Public Works Report: Report provided. In addition to the PW Report, Mayor Woolsey asked Mr. Johnson about the data for a traffic study in the Clearview subdivision. Mr. Johnson responded that in Clearview/Tennent, the mean speed was below, and the 85<sup>th</sup> percentile was above, but the full data had not been received from the Sheriff's Office to be analyzed yet. Mayor Woolsey asked the criteria for speed humps and Mr. Johnson replied if the average speed exceeds the posted limit, or if the 85<sup>th</sup> percentile speed exceeds the posted limit of 5 mph or above.

Mrs. Grimball added to the PW Report that Johnson, Laschober Engineering (JLA) will present an update on Town sidewalks (Dills Bluff, Regatta and others) at the July meeting. Public Works sent letters to neighbors regarding the underground wiring project in Harbor Woods/Foxcroft. Staff received one letter disagreeing with the project and staff is waiting for other responses. Once all responses are received, a report will be presented to Council.

Island Sheriff's Patrol: Lt. James provided the Island Sheriff's Patrol Report and updated Council on recent crimes that are open and those resolved. Lt. James reported that the LPR camera is installed on Harborview Rd. and is already successful in capturing footage in both directions. National Night Out will be held on Tuesday, August 2 at the Town Hall and will display the SWAT truck, dive tank, and canines.

Mayor Woolsey asked Lt. James about police coverage in the Town. Lt. James confirmed one full-time deputy at the Town. However, there are 31 part-time deputies that work 160 hours/week that equals 650 hours a month; equivalent to four full-time officers.

Requests for Approval by Staff: None

Action Items:

Acceptance of Charleston County Local Option Sales Tax: Mrs. Grimball presented for approval an Agreement between Charleston County and the Town for Accommodations Tax collected on behalf of the Town. As of May 1996, Charleston County has been authorized to provide monies to municipalities with lodging establishments within their boundaries to offset operational expenses of tourism promotion and its support. The Town's share of the Accommodations Tax for Fiscal Year 2021, is \$2,712. Motion in favor by Councilman Milliken, seconded by Councilman Mullinax and passed unanimously.

Request to Approve the Community Business Academy of Lowcountry Local First: Mrs. Grimball presented a request to approve the two-part program through Lowcountry Local First. The Community Business Academy @ \$34,500 and the Storefront Challenge + Business Attraction @ \$37,800, a total of \$72,300. Mrs. Grimball informed Council that the cost could be paid one program at a time and that the funds had been included in the FY 23 Adopted Town Budget. Motion in favor by Councilman Mullinax, seconded by Councilman Milliken and passed unanimously.

Request to Approve JLA Engineering to conduct a Traffic Calming Analysis in Clearview Subdivision: Mrs. Grimball presented a fee proposal from Johnson, Laschober & Associates (JLA) for planning, design, and permitting for traffic calming in the Clearview and Tennent subdivisions. JLA will prepare a presentation for a public meeting and present traffic calming alternatives, such as all way stop intersections or speed humps. Once the scope of the traffic calming facilities is determined, they will prepare plans and coordinate the permitting and bidding for installation for a cost of \$8,500. Motion in favor by Councilman Mullinax, seconded by Councilman Milliken. Councilman Mullinax added that he had planned to have a separate request for a radar sign to be installed like the one on Ft. Johnson Road. He recalled the accidents that has occurred in that area and how radar signs were effective to determine speed. During discussion Councilman Milliken spoke about Public Works doing a preliminary study to gather in-depth information as the numbers received for speeding in the area were inconclusive or on the border. Mayor Woolsey agreed and noted that the fee proposal provided merit but there is no sufficient evidence to move forward at this time. Councilman Milliken moved to defer approval until conclusive information is gathered for a complete study, Councilman Boles seconded. Motion to defer passed to the July meeting.

Committee Reports:

Land Use Committee: No report.

Environment and Beautification Committee: Councilman Milliken announced a successful James Island Pride Litter Pick-up on Saturday, June 11. Sixteen (16) volunteers collected 36 bags of litter off of Harborview, Dills Bluff, Camp and Ft. Johnson roadways and enjoyed a pizza lunch afterwards at the Town Hall. Councilman Milliken said most of the volunteers were the James Island Pride Committee and he encouraged others to volunteer. James Island Pride is on Facebook. Councilman Milliken also encouraged others to participate in the Helping Hands Committee. Helping Hands is the committee that cleans the yards of citizens who cannot do it themselves. An upcoming event is scheduled for Saturday, June 25. Those interested in helping should contact Chair, Stan Kozikowski (860) 847-0544.

Children's Committee: No report.

Public Safety Committee: Councilman Mullinax announced that the next meeting is Thursday, June 23 @ 7:00 p.m. at the Town Hall.

History Committee: No report.

Rethink Folly Road: Mayor Woolsey announced that the Rethink Folly Road Steering Committee will meet on Wednesday, June 23 @ 3:30 p.m. via Zoom.

Drainage Committee: Councilman Mullinax announced that the next meeting is due in September. A date for the meeting will be announced.

Business Development Committee: No report.

Trees Advisory Committee: No report.

James Island Intergovernmental Council: Mayor Woolsey announced the new Chair as City Councilwoman Caroline Park and the date for next meeting will be announced.

Proclamations and Resolutions:

Resolution #2022-10: Request Town Partnership with the SC Battleground Preservation Trust for a National Park Service Grant (Ft. Johnson): Mrs. Grimball reported that the Town was approached by the SC Battleground Preservation Trust to partner with them and support a grant application to the National Park Service. The SC Battleground Preservation Trust has contracted to purchase 1.58 acres of the Ft. Johnson property from the Medical University of SC. Fifty (50) percent of the purchase price will be raised through a Federal Grant by the American Battleground Protection Program of the National Park Service and the other 50% is to be paid by the SC Battleground Preservation Trust. Mrs. Grimball said no fiscal impacts or match would be required by the Town. The legislation that establishes the American Battlefield Protection Program requires the SC Battleground Preservation Trust to partner with a local government agency in order to apply for and accept grant funds and the Ft. Johnson property is located in the Town of James Island.

Motion in favor by Councilman Mullinax, seconded by Councilman Milliken. Councilman Milliken expressed excitement for this great opportunity and is looking forward to seeing what is developed there. Mayor Woolsey also expressed that he is glad the SC Battleground Preservation Trust is working with the Town. Motion passed unanimously.

Ordinances up for First Reading: None.

Ordinances up for Second/Final Reading: None.

Old Business: None.

New Business: None.

Executive Session: Not needed.

Announcements/Closing Comments: None.

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:50 p.m.

Respectfully submitted,

Frances Simmons  
Town Clerk

# Town of James Island

% FY Complete    100%

## Monthly Budget Report

Fiscal Year 2021-22

|                                  | 1st Quarter |        |           | 2nd Quarter |          |          | 3rd Quarter |          |         | 4th Quarter |         |             |           |           |
|----------------------------------|-------------|--------|-----------|-------------|----------|----------|-------------|----------|---------|-------------|---------|-------------|-----------|-----------|
|                                  | July        | August | September | October     | November | December | January     | February | March   | April       | May     | June        | TOTAL     | BUDGET    |
| GENERAL FUND REVENUE             |             |        |           |             |          |          |             |          |         |             |         |             |           |           |
| Accommodations Tax               |             |        |           |             | 14,665   |          |             | 11,290   |         | 15,615      |         |             | 41,570    | 25,000    |
| Brokers & Insurance Tax          |             |        | 346       |             |          | 5        |             |          |         | 3,016       | 9,162   | 681,315     | 693,844   | 952,000   |
| Building Permit Fees             |             | 884    | 812       |             | 1,620    | 1,636    | 2,116       | 879      | 802     | 851         | 1,063   | 1,269       | 11,932    | 11,000    |
| Business Licenses                | 8,456       | 8,067  | 17,323    | 10,106      | 2,974    | 27,170   | 6,824       | 7,454    | 3,312   | 22,404      | 5,186   | 189,941     | 309,216   | 375,000   |
| Contributions/Donations-Park     |             |        |           |             |          | 100      |             |          |         |             |         |             | 100       |           |
| Grant Reimbursement              |             |        |           |             |          |          | 69,718      |          |         |             |         |             | 69,718    |           |
| Franchise Fees                   | 135,813     |        |           | 2,807       | 43,540   |          | 2,715       | 36,521   |         | 2,716       | 37,118  | 6,580       | 267,810   | 332,500   |
| Interest Income                  | 29          | 29     | 28        | 29          | 28       | 38       | 21          | 27       | 29      | 28          | 66      |             | 355       | 500       |
| Alcohol Licenses -LOP            |             |        |           |             |          |          |             |          |         |             | 9,000   |             | 9,000     | 10,000    |
| Local Assessment Fees            |             |        | 1,226     |             |          | 759      |             |          | 796     |             |         | 790         | 3,571     | 2,000     |
| Local Option Sales Tax (PTCF)    |             |        | 121,262   | 120,719     | 93,904   | 189,826  | 96,122      |          | 186,048 | 88,056      | 107,184 | 109,848     | 1,112,969 | 1,100,050 |
| Local Option Sales Tax (rev)     |             |        | 49,487    | 47,810      | 41,090   | 80,857   | 42,506      |          | 84,364  | 37,773      | 46,440  | 45,901      | 476,228   | 442,000   |
| Miscellaneous                    | 1           |        | 588       |             | 1,151    | 25,000   |             |          |         |             |         |             | 26,741    | 500       |
| Planning & Zoning Fees           | 1,586       | 2,140  | 1,058     | 1,144       | 993      | 1,005    | 551         | 1,617    | 1,129   | 1,623       | 1,272   | 1,942       | 16,060    | 12,500    |
| State Aid to Subdivisions        |             |        |           |             | 64,844   |          |             | 64,185   |         | 66,163      |         |             | 195,193   | 273,228   |
| Telecommunications               |             |        |           |             |          |          |             |          | 11,024  |             |         | 1,878       | 12,901    | 17,000    |
| Homestead Exemption Tax Receipts |             |        |           |             |          |          |             |          |         |             |         |             | -         | 50,000    |
| Facility Rentals                 | 302         | 606    | 152       | 604         | 456      | 300      | 910         | 1,062    | 760     | 1,064       | 456     | 152         | 6,824     | 5,400     |
| Storm water Fees                 | 900         | 700    | 300       | 400         | 500      | 400      | 500         | 700      | 600     | 1,100       | 600     | 900         | 7,600     |           |
| ARP Allocation                   |             |        | 1,854,631 |             |          |          |             |          |         |             |         |             | 1,854,631 | 3,709,261 |
|                                  | 146,188     | 11,726 | 192,283   | 183,218     | 265,767  | 326,696  | 221,482     | 123,735  | 288,264 | 240,409     | 216,947 | Total       | 3,254,032 | 3,608,678 |
|                                  |             |        |           |             |          |          |             |          |         |             |         | % of Budget |           | 90%       |

|                |                                 | 1st Quarter |        |           | 2nd Quarter |          |          | 3rd Quarter |          |        | 4th Quarter |        |         | TOTAL   | BUDGET  |
|----------------|---------------------------------|-------------|--------|-----------|-------------|----------|----------|-------------|----------|--------|-------------|--------|---------|---------|---------|
|                |                                 | July        | August | September | October     | November | December | January     | February | March  | April       | May    | June    |         |         |
| ADMINISTRATION |                                 |             |        |           |             |          |          |             |          |        |             |        |         |         |         |
|                | Salaries                        | 31,627      | 21,068 | 21,261    | 21,297      | 21,261   | 36,244   | 21,318      | 31,986   | 14,810 | 15,929      | 21,673 | 32,731  | 291,206 | 289,306 |
|                | Benefits, Taxes & Fees          | 12,966      | 8,742  | 8,898     | 8,902       | 8,877    | 13,921   | 9,154       | 11,230   | 6,447  | 7,157       | 9,115  | 13,665  | 119,076 | 107,562 |
|                | Copier                          | 330         | 337    | 609       | 337         | 337      | 733      |             | 673      | 504    | 337         | 410    | 620     | 5,225   | 5,500   |
|                | Supplies                        | 104         | 478    | 456       | 316         | 337      | 175      | 257         | 538      | 143    | 305         | 637    | 766     | 4,512   | 7,000   |
|                | Postage                         |             | 314    | 200       | 3,325       | 414      |          | 200         | 988      |        |             | 214    | 405     | 6,060   | 6,000   |
|                | Information Services            | 412         | 4,398  | 4,281     | 5,556       | 3,844    | 9,550    | 2,190       | 2,275    | 4,023  | 16,409      | 2,429  | 9,955   | 65,321  | 67,800  |
|                | MASC Membership                 |             |        |           |             |          |          |             | 5,347    |        |             |        |         | 5,347   | 5,500   |
|                | Insurance                       | 15,216      |        | 1,563     |             | 13,582   | 17,801   |             |          |        |             |        |         | 48,162  | 48,615  |
|                | Lobbying Services               |             |        |           | 2,000       |          | 4,000    | 2,104       | 3,112    | 2,300  | 2,000       | 2,000  |         | 17,516  |         |
|                | Legal & Professional Services   |             | 660    | 6,769     | 510         | 3,401    |          |             |          | 3,238  |             | 20,338 |         | 34,915  | 69,000  |
|                | Town Codification               |             | 1,493  | 110       | 603         |          |          | 793         |          |        | 450         | 720    |         | 4,168   | 1,400   |
|                | Advertising                     |             |        | 524       |             | 24       | 7        |             | 988      | 506    | 768         |        |         | 2,816   | 5,000   |
|                | Audit                           | 4,000       |        |           |             |          | 8,500    |             |          |        |             |        |         | 12,500  | 15,500  |
|                | Mileage Reimbursement           | 27          | 30     | 27        | 31          | 28       |          | 28          | 58       | 28     |             |        | 58      | 316     | 800     |
|                | Employee Training & Wellness    |             | 540    |           | 540         |          | 675      |             | 540      | 270    | 270         | 270    | 405     | 3,510   | 3,800   |
|                | Dues and Subcriptions           | 60          |        |           | 60          |          |          |             |          |        |             |        |         | 120     | 1,500   |
|                | Training & Travel               |             |        |           |             |          |          |             |          |        |             |        | 428     | 428     | 2,000   |
|                | Grant Writing Services          |             | 500    |           | 500         | 1,500    | 1,000    |             | 1,000    |        |             | 4,060  |         | 8,560   | 16,000  |
|                | Employee Appreciation           | 22          | 25     | 25        |             |          | 21       | 91          | 311      | 74     |             | 651    |         | 1,220   | 800     |
|                | Mobile Devices                  | 118         | 171    | 219       | 189         | 106      | 184      |             | 269      | 225    |             | 345    | 127     | 1,954   | 2,620   |
|                | Credit card (Square)            | 116         | 180    | 113       | 72          | 95       | 61       | 67          | 155      | 125    | 194         | 152    | 190     | 1,521   |         |
|                | Bank Charges (Payroll Expenses) | 309         | 319    | 322       | 322         | 329      | 326      | 328         | 331      | 320    | 322         | 295    | 295     | 3,818   | 2,000   |
|                | 65,308                          | 39,254      | 45,376 | 44,559    | 54,135      | 93,197   | 36,530   | 59,802      | 33,013   | 44,141 | 63,308      | Total  | 638,271 | 657,703 |         |
|                | % of Budget                     |             |        |           |             |          |          |             |          |        |             |        |         | 97%     |         |

|                       |        |       |       |       |       |        |       |       |       |       |       |             |         |         |
|-----------------------|--------|-------|-------|-------|-------|--------|-------|-------|-------|-------|-------|-------------|---------|---------|
| ELECTED OFFICIALS     |        |       |       |       |       |        |       |       |       |       |       |             |         |         |
| Salaries              | 5,654  | 3,769 | 3,769 | 3,769 | 3,769 | 5,654  | 3,769 | 3,769 | 3,769 | 3,769 | 3,769 | 5,654       | 50,884  | 50,000  |
| Benefit, Taxes & Fees | 6,464  | 4,328 | 4,347 | 4,347 | 4,347 | 6,521  | 4,384 | 4,384 | 4,384 | 4,384 | 4,384 | 6,576       | 58,850  | 49,000  |
| Mayor Expense         | 60     |       |       | 60    |       |        | 60    |       |       |       |       | 390         | 570     | 1,000   |
| Council Expense       |        |       |       |       |       |        |       |       |       |       | 71    |             | 71      | 2,000   |
| Mobile Devices        | 38     | 38    | 38    | 38    | 38    | 38     |       | 76    |       | 13    | 76    | 76          | 469     | 500     |
|                       | 12,216 | 8,136 | 8,154 | 8,214 | 8,154 | 12,213 | 8,213 | 8,229 | 8,153 | 8,166 | 8,300 | Total       | 110,845 | 102,500 |
|                       |        |       |       |       |       |        |       |       |       |       |       | % of Budget |         | 108%    |

|                    |                        | 1st Quarter |        |           | 2nd Quarter |          |          | 3rd Quarter |          |        | 4th Quarter |        |        |         |         |
|--------------------|------------------------|-------------|--------|-----------|-------------|----------|----------|-------------|----------|--------|-------------|--------|--------|---------|---------|
|                    |                        | July        | August | September | October     | November | December | January     | February | March  | April       | May    | June   | TOTAL   | BUDGET  |
| GENERAL OPERATIONS |                        |             |        |           |             |          |          |             |          |        |             |        |        |         |         |
|                    | Salaries               | 39,468      | 27,807 | 28,013    | 24,177      | 23,364   | 34,826   | 21,056      | 19,969   | 21,473 | 21,473      | 21,473 | 32,689 | 315,786 | 393,157 |
|                    | Benefits, Taxes & Fees | 13,969      | 10,093 | 10,634    | 9,467       | 9,019    | 12,659   | 8,453       | 8,200    | 8,648  | 8,456       | 8,350  | 12,034 | 119,983 | 139,500 |
|                    |                        |             |        |           |             |          |          |             |          |        |             |        |        |         | 435,769 |
| % of Budget        |                        |             |        |           |             |          |          |             |          |        |             |        |        |         | 82%     |

|          |                         |       |      |      |     |     |     |     |     |     |     |     |             |       |        |
|----------|-------------------------|-------|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-------|--------|
| PLANNING |                         |       |      |      |     |     |     |     |     |     |     |     |             |       |        |
|          | Supplies                |       |      |      |     | 24  |     |     |     |     |     |     |             | 24    | 600    |
|          | Advertising             |       |      | 105  |     | 79  | 222 | 66  |     |     |     | 119 | 217         | 809   | 1,500  |
|          | Mileage Reimbursement   |       |      |      |     |     |     |     |     |     |     |     |             | -     | 200    |
|          | Dues and Subcriptions   |       |      |      |     |     |     |     |     | 99  |     |     |             | 99    | 715    |
|          | Training & Travel       |       |      |      |     |     |     |     |     |     |     |     |             | -     | 1,000  |
|          | Mobile Devices          | (109) | (59) | (70) | 30  | 29  | 29  |     | 58  | 29  |     | 58  | 29          | 24    | 660    |
|          | Equipment/Software      | 178   | 199  | 221  | 199 | 210 | 199 |     | 399 |     | 199 | 199 | 209         | 2,212 | 1,960  |
|          | Uniform / PPE           |       |      |      |     |     |     |     |     |     |     |     |             | -     | 500    |
|          | Planning Commission     |       | 150  | 200  | 200 |     |     |     | 200 |     |     |     |             | 750   | 4,000  |
|          | Board of Zoning Appeals | 150   | 50   |      |     |     |     | 200 | 200 | 454 | 200 |     | 400         | 1,654 | 4,000  |
|          |                         | 218   | 340  | 456  | 429 | 342 | 450 | 266 | 857 | 582 | 399 | 376 | Total       | 5,572 | 15,135 |
|          |                         |       |      |      |     |     |     |     |     |     |     |     | % of Budget |       | 37%    |

|                     |                                      |    |    |    |   |   |   |   |        |   |   |   |             |        |       |
|---------------------|--------------------------------------|----|----|----|---|---|---|---|--------|---|---|---|-------------|--------|-------|
| BUILDING INSPECTION |                                      |    |    |    |   |   |   |   |        |   |   |   |             |        |       |
|                     | County Contract Building Permit Tech |    |    |    |   |   |   |   | 24,629 |   |   |   |             | 24,629 |       |
|                     | Mileage Reimbursement                |    |    |    |   |   |   |   |        |   |   |   |             |        | 500   |
|                     | Community Outreach                   |    |    |    |   |   |   |   |        |   |   |   |             | -      | 250   |
|                     | Mobile Devices                       | 50 | 41 | 30 |   |   |   |   | 60     |   |   |   |             | 180    | 780   |
|                     | Supplies                             |    |    |    |   |   |   |   |        |   |   |   |             | -      | 600   |
|                     | Equipment / Software                 |    |    |    |   |   |   |   |        |   |   |   |             | -      | 300   |
|                     | Uniform / PPE                        |    |    |    |   |   |   |   |        |   |   |   |             | -      | 250   |
|                     | Dues & Subcriptions                  |    |    |    |   |   |   |   |        |   |   |   |             | -      | 800   |
|                     | Travel & Training                    |    |    |    |   |   |   |   |        |   |   |   |             | -      | 1,400 |
|                     |                                      | 50 | 41 | 30 | - | - | - | - | 24,689 | - | - | - | Total       | 24,809 | 4,880 |
|                     |                                      |    |    |    |   |   |   |   |        |   |   |   | % of Budget |        |       |

## PUBLIC WORKS

## CODES & SAFETY

|                                      |        |        |        |        |        |        |        |        |        |       |        |             |  |         |         |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|--------|-------------|--|---------|---------|
| Mileage Reimbursement                |        |        |        |        |        |        |        |        |        |       |        |             |  | -       | 100     |
| Equipment                            |        |        |        |        |        |        |        |        |        |       |        |             |  | -       | 900     |
| Radio Contract                       |        | 342    |        |        |        | 342    |        |        |        |       | 684    |             |  | 1,368   | 1,400   |
| Training                             |        |        |        |        |        |        |        |        |        |       |        |             |  | -       | 500     |
| Supplies                             |        |        | 828    |        | 27     |        |        |        |        | 85    |        |             |  | 940     | 250     |
| Uniform / PPE                        |        |        |        |        |        |        |        |        |        |       |        |             |  | -       | 250     |
| ISP Dedicated Officer Annual Expense |        |        |        |        | 13,377 |        |        |        |        |       |        |             |  | 13,377  | 64,830  |
| ISP Programs & Supplies              | 30     | 665    | 1,040  | 868    | 44     | 2,039  | 1,739  | 122    | 2,229  | 14    | 491    | 219         |  | 9,497   | 15,000  |
| ISP Salaries                         | 13,174 | 15,570 | 16,515 | 15,539 | 17,848 | 26,837 | 16,577 | 11,599 | 12,713 | 7,133 | 10,564 | 19,283      |  | 183,349 | 188,955 |
| Benefits, Taxes & Fees-ISP           | 3,545  | 4,294  | 4,531  | 4,262  | 4,844  | 7,418  | 4,645  | 3,255  | 3,570  | 2,003 | 2,967  | 5,416       |  | 50,751  | 56,270  |
| Unsafe Buildings Demolition          |        | 9,950  |        |        |        |        |        |        | 1,500  |       |        |             |  | 11,450  | 10,000  |
| Overgrown Lot Clearing               |        |        |        |        |        |        |        |        |        |       |        |             |  | -       | 2,000   |
| Animal Control                       |        |        |        |        |        | 3,000  |        |        |        |       |        |             |  | 3,000   | 500     |
| Crime Watch Materials                |        |        |        |        |        | 273    |        |        |        |       |        |             |  | 273     | 250     |
| Mobile Devices                       | 30     | 30     |        | 30     | 29     | 29     |        | 58     | 29     |       | 58     | 29          |  | 322     | 360     |
| Membership/Dues                      |        |        |        |        |        |        |        |        |        |       |        |             |  | -       | 250     |
|                                      | 16,779 | 30,850 | 22,914 | 20,698 | 36,169 | 39,937 | 22,961 | 15,034 | 20,041 | 9,235 | 14,764 | Total       |  | 274,327 | 341,815 |
|                                      |        |        |        |        |        |        |        |        |        |       |        | % of Budget |  |         | 80%     |

|                    |                      | 1st Quarter |        |           | 2nd Quarter |          |          | 3rd Quarter |          |       | 4th Quarter |       |        | TOTAL  | BUDGET |
|--------------------|----------------------|-------------|--------|-----------|-------------|----------|----------|-------------|----------|-------|-------------|-------|--------|--------|--------|
|                    |                      | July        | August | September | October     | November | December | January     | February | March | April       | May   | June   |        |        |
| PARKS & RECREATION |                      |             |        |           |             |          |          |             |          |       |             |       |        |        |        |
|                    | JIRC Contribution    |             |        |           |             |          |          |             |          |       |             |       |        | -      | 4,750  |
|                    | Park Maintenance     | 1,170       | 4,868  | 559       | 1,039       | 479      | 529      | 394         | 578      | 265   | 361         | 1,121 | 845    | 12,209 | 12,000 |
|                    | Special Events       |             |        | 507       | 432         |          |          |             |          |       |             |       |        | 939    | 5,000  |
|                    | Youth Sports Program |             |        |           |             | 1,400    |          |             |          | 500   |             |       | 10,425 | 12,325 | 14,725 |
|                    |                      |             | 4,868  | 1,066     | 1,471       | 1,879    | 529      | 394         | 578      | 765   | 361         | 1,121 | Total  | 25,474 | 36,475 |
| % of Budget        |                      |             |        |           |             |          |          |             |          |       |             |       |        | 70%    |        |

|                                   |       |        |        |        |        |        |        |        |        |        |        |             |  |         |         |
|-----------------------------------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|--|---------|---------|
| <b>FACILITIES &amp; EQUIPMENT</b> |       |        |        |        |        |        |        |        |        |        |        |             |  |         |         |
| Utilities                         |       | 3,476  | 3,139  | 2,865  | 2,760  | 2,630  | 2,790  | 3,037  | 2,449  | 2,518  | 2,706  | 2,871       |  | 31,241  | 42,000  |
| Santee Str. Public Parking Lot    |       |        |        |        |        |        |        |        |        |        |        |             |  |         |         |
| Security Monitoring               | 76    | 91     | 152    |        | 76     | 76     | 76     | 152    | 159    | 2,038  |        | 1,188       |  | 4,084   | 1,000   |
| Janitorial                        | 587   | 550    | 617    | 625    | 550    | 587    | 550    | 625    |        | 618    | 1,350  | 2,700       |  | 9,359   | 7,920   |
| Equipment / Furniture             |       |        |        | 137    |        |        |        |        |        |        |        |             |  | 137     | 5,700   |
| Facilities Maintenance            |       |        | 75     | 2,080  | 118    | 75     |        |        | 1,763  | 75     | 113    | 735         |  | 5,035   | 6,500   |
| Vehicle Maintenance Expense       | 339   | 427    | 1,692  | 699    | 302    | 199    | 1,539  | 192    | 414    | 334    | 449    | 318         |  | 6,903   | 6,500   |
| Fees and Taxes                    |       |        |        |        |        | 407    |        |        |        |        |        |             |  | 407     |         |
| Generator Maintenance             |       | 1,566  |        |        |        |        | 388    |        | 1,430  |        |        |             |  | 3,384   | 2,410   |
| Street Lights                     |       | 12,983 | 12,971 | 13,377 | 14,346 | 12,906 | 12,895 | 12,815 | 12,048 | 12,049 | 12,049 | 12,214      |  | 140,653 | 154,000 |
|                                   | 1,002 | 19,093 | 18,646 | 19,783 | 18,153 | 16,880 | 18,238 | 16,821 | 18,264 | 17,632 | 16,666 | Total       |  | 201,203 | 226,030 |
|                                   |       |        |        |        |        |        |        |        |        |        |        | % of Budget |  |         | 89%     |

|                                 |     |       |     |        |        |   |     |       |     |     |     |             |  |        |        |
|---------------------------------|-----|-------|-----|--------|--------|---|-----|-------|-----|-----|-----|-------------|--|--------|--------|
| <b>COMMUNITY SERVICES</b>       |     |       |     |        |        |   |     |       |     |     |     |             |  |        |        |
| Repair Care Program             |     | 500   |     | 12,800 |        |   |     |       |     |     |     |             |  | 13,300 | 35,000 |
| Teen Cert Program               |     |       |     |        |        |   |     |       |     |     |     |             |  | -      | 500    |
| Drainage Council                |     |       |     |        |        |   |     |       |     |     |     |             |  | -      | 500    |
| History Council                 |     | 618   |     |        | 1,016  |   |     |       | 250 |     |     |             |  | 1,884  | 3,780  |
| Neighborhood Council            |     | 34    |     |        | 11     |   |     |       |     |     |     |             |  | 45     | 3,750  |
| Childrens Council               |     |       |     |        |        |   |     |       |     |     |     |             |  | -      | 500    |
| Business Development Council    |     |       |     |        |        |   |     |       |     |     |     |             |  | -      | 3,500  |
| James Island Pride              |     |       | 75  |        |        |   | 181 |       | 202 | 107 |     | 1,337       |  | 1,902  | 3,500  |
| Helping Hands                   | 375 |       |     |        | 34     |   |     |       |     |     |     | 108         |  | 518    | 500    |
| Tree Council                    |     |       | 299 |        | 101    |   |     |       | 352 | 709 | 245 | 360         |  | 2,066  | 3,500  |
| Community Service Contributions |     |       |     |        | 30,000 |   |     | 1,000 |     |     |     |             |  | 31,000 | 30,000 |
|                                 |     | 1,152 | 375 | 12,800 | 31,163 | - | 181 | 1,000 | 804 | 816 |     | Total       |  | 50,715 | 85,030 |
|                                 |     |       |     |        |        |   |     |       |     |     |     | % of Budget |  |        | 60%    |



| 1st Quarter   |        |           | 2nd Quarter |          |          | 3rd Quarter |          |         | 4th Quarter |       |             | TOTAL                          | BUDGET    |  |  |
|---|--------|-----------|-------------|----------|----------|-------------|----------|---------|-------------|-------|-------------|--------------------------------|-----------|--|--|
| July  | August | September | October     | November | December | January     | February | March   | April       | May   | June        |                                |           |  |  |
| CAPITAL PROJECTS                                    |        |           |             |          |          |             |          |         |             |       |             |                                |           |  |  |
| INFRASTRUCTURE                                      |        |           |             |          |          |             |          |         |             |       |             |                                |           |  |  |
| Dills Bluff Sidewalk Phase III                      |        |           |             |          | 3016     |             |          | 12200   |             |       | 8840        | <div><div></div></div> 24,056  | 174,570   |  |  |
| Dills Bluff Sidewalk, Phase IV                      |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 28,000    |  |  |
| Lighthouse Point & Ft. Johnson Intersection         |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 38,000    |  |  |
| Lighthouse Point Blvd Sidewalk and Drainage Phase I |        |           |             |          |          |             | 55000    |         |             |       |             | <div><div></div></div> 55,000  | 55,000    |  |  |
| Regatta Road Sidewalk                               |        |           |             |          | 153      |             |          | 2240    |             |       |             | <div><div></div></div> 2,393   | 133,500   |  |  |
| Town Hall Solar Panels                              |        |           |             |          |          |             |          | 8476    | 3179        |       | 15257       | <div><div></div></div> 26,911  | 100,000   |  |  |
| Capital Improvement Projects                        |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 25,000    |  |  |
| Secessionville to Ft. Johnson Sidewalk Connector    |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 13,000    |  |  |
| Nabors Phase I                                      |        |           |             |          |          |             |          | 10350   |             |       | 5650        | <div><div></div></div> 16,000  | 25,500    |  |  |
| Underground Power Lines                             |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 60,636    |  |  |
| Hazard Mitigation Project                           |        |           |             |          | 339      |             |          |         |             |       |             | <div><div></div></div> 339     |           |  |  |
| Traffic Calming Projects                            |        |           |             |          |          |             |          |         |             | 14    | 64          | <div><div></div></div> 78      | 30,000    |  |  |
| Septic Tank Testing                                 |        |           |             |          |          |             |          |         |             | 1200  | 1200        | <div><div></div></div> 2,400   |           |  |  |
| Water Quality/Sewer Infrastructure Projects         |        |           |             |          |          |             |          |         |             |       |             |                                | 1,854,630 |  |  |
|   |        |           |             |          |          |             |          |         |             |       | Total       | <div><div></div></div> 124,777 | 2,537,836 |  |  |
|   |        |           |             |          |          |             |          |         |             |       | % of Budget |                                | 5%        |  |  |
| Capital Equipment                                   |        |           |             |          |          |             |          |         |             |       |             |                                |           |  |  |
| LPR Camera - HBVR                                   |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 24,510    |  |  |
| Public Works Equipment                              |        |           |             |          |          |             | 9636     | 5591    | 100         |       |             | <div><div></div></div> 15,327  |           |  |  |
| PARK IMPROVEMENTS                                   |        |           |             |          |          |             |          |         |             |       |             |                                |           |  |  |
| Pinckney Park                                       |        |           | 11792       | -17      |          |             |          | 619     |             | 35    | 1910        | <div><div></div></div> 14,339  | 14,030    |  |  |
| Park Projects                                       |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 69,000    |  |  |
| DRAINAGE PROJECTS                                   |        |           |             |          |          |             |          |         |             |       |             |                                |           |  |  |
| Greenhill/Honey Hill Drainage Phase I-II            |        |           | 5600        |          | 4450     | 4733        |          | 24671   |             | 16303 |             | <div><div></div></div> 55,757  | 261,000   |  |  |
| Lighthouse Pt. Sdwalk & Drainage Phase 1            |        |           |             |          |          |             |          | 55000   |             |       |             | <div><div></div></div> 55,000  | 55,000    |  |  |
| Oceanview Stonepost Drainage Basin -I-II            |        | 3728      | 141         | 12563    |          | 1300        |          | 2469    |             | 5765  |             | <div><div></div></div> 25,966  | 59,000    |  |  |
| Drainage Outflow Valve Devices                      |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 48,000    |  |  |
| Drainage Improvement Projects                       |        |           |             |          |          |             |          |         |             |       |             | <div><div></div></div> -       | 2,004,631 |  |  |
| James Island Creek Basin Drainage Improvements      |        |           |             |          |          |             |          |         |             |       | 109         | <div><div></div></div> 109     | 145,500   |  |  |
| Highwood Circle Drainage Improvements               |        |           |             |          |          |             |          | 8200    |             |       |             | <div><div></div></div> 8,200   | 29,600    |  |  |
| Quail Run Drainage Improvements                     |        |           | 5125        |          | 6000     |             |          |         |             |       |             | <div><div></div></div> 11,125  | 35,000    |  |  |
| Highland Ave Drainage Improvements                  |        |           |             |          |          |             |          | 17100   | 121750      |       | -65000      | <div><div></div></div> 73,850  | 90,975    |  |  |
|   | 0      | 3,728     | 22,658      | 12,546   | 10,789   | 9,202       | 9,636    | 137,140 | 64,776      |       | Total       | <div><div></div></div> 511,628 | 2,728,706 |  |  |
|   |        |           |             |          |          |             |          |         |             |       | % of Budget |                                | 19%       |  |  |

| 1st Quarter                       |        |           | 2nd Quarter |          |          | 3rd Quarter |          |        | 4th Quarter |        |        |             |           |           |
|-----------------------------------|--------|-----------|-------------|----------|----------|-------------|----------|--------|-------------|--------|--------|-------------|-----------|-----------|
| July                              | August | September | October     | November | December | January     | February | March  | April       | May    | June   | TOTAL       | BUDGET    |           |
| JIPSD FIRE & SOLID WASTE SERVICES |        |           |             |          |          |             |          |        |             |        |        |             |           |           |
| JIPSD Tax Relief                  | 89,000 | 89,000    | 89,000      | 89,000   | 89,000   | 89,000      | 89,000   | 89,000 | 89,000      | 89,000 | 89,000 | 1,068,000   | 1,068,000 |           |
| Auditor Expense                   |        |           |             |          |          | 1,000       |          |        |             |        |        | 1,000       | 5,000     |           |
|                                   |        |           |             |          |          |             |          |        |             |        |        | Total       | 1,069,000 | 1,073,000 |
|                                   |        |           |             |          |          |             |          |        |             |        |        | % of Budget |           | 100%      |



# ADMINISTRATOR'S REPORT

Jun-22

## ADMIN NOTES

- 1) We advertised for the new part-time Program Support Specialist position for the JIACC. We received 7 applications and interviewed 4 candidates. We have submitted an offer and will be solidifying a start date. We anticipate extending the JIACC opening hours in August to include more evenings during the week and Saturdays.
- 2) Staff is looking into sign options to advertise information for the JIACC. Options will be presented at a future meeting.
- 3) A grand opening celebration will be planned in the near future for Brantley Park.

## Business Licenses

Business license issuance is up-to-date.

## Code Enforcement Cases

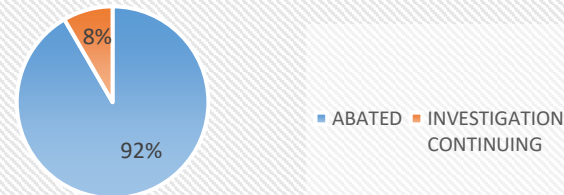
|                                 |            |
|---------------------------------|------------|
| <b>TOTAL CASES</b>              | <b>835</b> |
| <b>ABATED</b>                   | <b>765</b> |
| <b>INVESTIGATION CONTINUING</b> | <b>70</b>  |
| RANK VEGETATION / SOLID WASTE   | 216        |
| INOPERABLE VEHICLE              | 142        |
| TREE CASES                      | 52         |
| NUISANCE PROPERTY               | 69         |

\*9 new cases in June

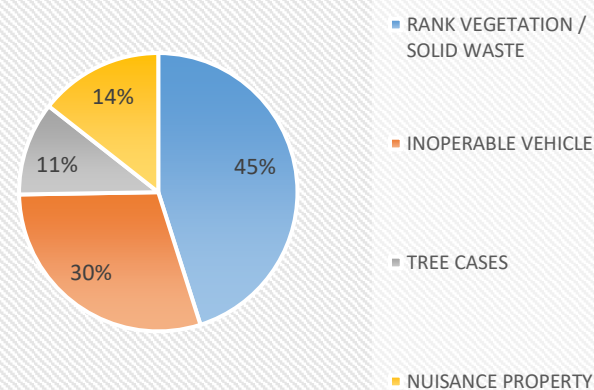
## James Island Arts and Cultural Center

- 1) Continuing classes: Youth Leadership, Homeschool art class, Harmony Homeschool Music class, Tuesday (weekly) Watercolor Groups
- 2) "An Exercise in Empathy" exhibit by James Island Elementary School (ran through June 12)
- 3) Area artists exhibition
- 4) Weekly art time with OCE summer camp
- 5) Private art tutoring
- 6) Upcoming Events/Classes:
  - Carolina Shag classes
  - Music camp
  - Knitting group
  - Art classes
  - Private parties
  - Jazz Night with Jenna Newman

## Code Enforcement - Case Status



## Code Enforcement - Case Type



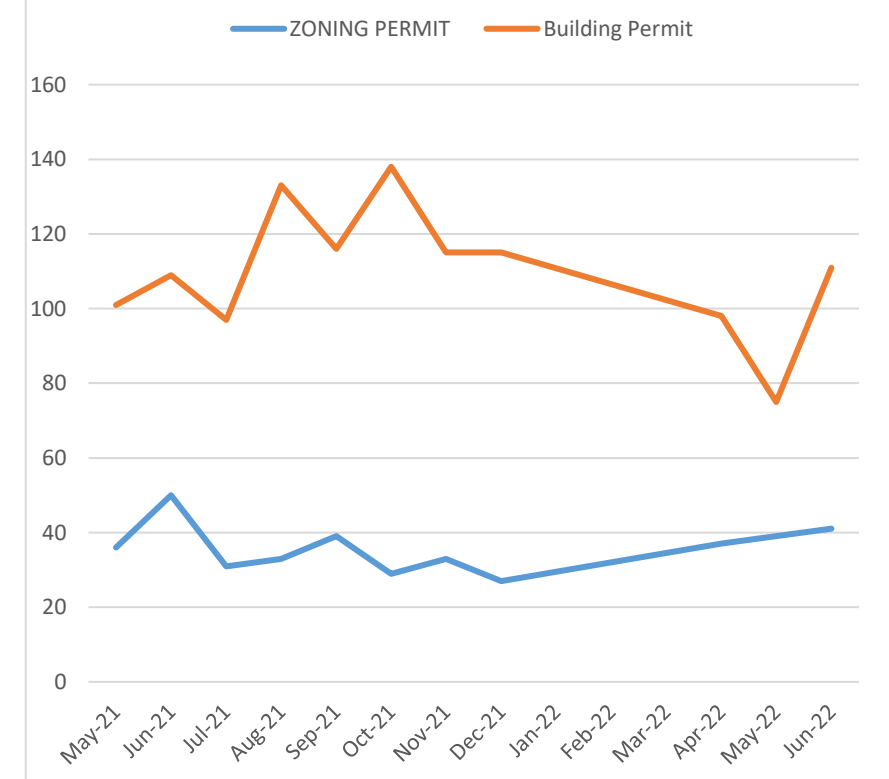
| PERMIT TYPE             | Jun-22    |
|-------------------------|-----------|
| ACCESSORY STRUCTURE     | -         |
| CLEARING & GRUBBING     | 1         |
| DEMOLITION PERMIT       | -         |
| EXEMPT PLATS            | -         |
| FIREWORK STAND          | 4         |
| HOME OCCUPATION         | 5         |
| LSPR                    | -         |
| NON-EXEMPT PLAT         | 1         |
| PD AMENDMENT (REZONING) | -         |
| RESIDENTIAL ZONING      | 13        |
| REZONING                | -         |
| SPR                     | 1         |
| SIGN PERMIT             | 1         |
| SITE PLAN REVIEW        | 1         |
| SPECIAL EVENT           | -         |
| SPECIAL EXCEPTION       | -         |
| TEMPORARY ZONING        | -         |
| TREE REMOVAL            | 8         |
| TREE TRIMMING           | -         |
| VARIANCE                | -         |
| ZONING PERMIT           | 6         |
| <b>TOTAL</b>            | <b>41</b> |

## PUBLIC WORKS NOTES

- 1) There were 7 new requests for service in June. 3 were drainage related. Staff has responded to all requests.
  - 2) Staff held the monthly meeting of stormwater managers.
  - 3) Staff attended the quarterly SCASM meeting in Columbia.
  - 4) Staff attended the SC APWA state conference in Greenville.
  - 5) Staff has been coordinating with Dominion Energy and Alder Energy for solar panel installation.
  - 6) Staff reviewed the emergency plan.
  - 7) Staff participated in planning for the 2022 National Night Out.
  - 8) Staff held a fire drill and had fire extinguisher training.
  - 9) Staff participated in the Drainage Committee meeting.
  - 10) Staff participated in interviewing of engineering firms for the James Island Creek Basin study.
  - 11) Staff organized a CPR/AED class for the public.
  - 12) Staff attended an earthquake seminar at the County EOC.
  - 13) Staff participated in a discussion about the stormwater work on Central Park Road that the City and County are planning.
- Staff did some vegetative maintenance and filled 3 potholes in June. New staff is trained in most field operations.

**BUILDING PERMITS ISSUED**  
**2022: 111**

## PERMITS - 13 MONTH HISTORY



## **COMPREHENSIVE EMERGENCY MANAGEMENT PLAN- 2022 ANNUAL REVIEW**

Since 2015, the Town has maintained a Comprehensive Emergency Management Plan for various situations ranging from earthquakes and hurricanes to terrorism and incidents occurring at Town Hall. The Plan is reviewed annually and updated throughout the year in order to ensure staff readiness for different types of events.

The Plan was most recently updated in 2019 by incorporating revised Charleston County OPGON Status levels to maintain consistency. Other changes made in 2019 included the creation of an Away MEOC team and a Stay MEOC team, in an effort to maintain the Town's ability to remain in constant contact with the public, staff at either location, Charleston County EOC, and the South Carolina Emergency Preparedness Division. The purpose of the Stay MEOC team will allow Town Hall to provide public support in handing out sandbags and conduct damage assessment.

The 2022 update of the Plan included a full review of the plan by the new Town Administrator. Some tasks were modified to move staff members to more applicable areas of experience, and/or to cover positions that are currently vacant. As a required annual activity, the Town Administrator performed a review and made modifications to the Plan (as needed) as prescribed, for following sections: Readiness Assessment Action Plan, Business Impact Analysis, Response Plans, Contact Lists, Annual Plan Testing, and Public Information Distribution Procedures.

Updates, training opportunities and assistance arrangements that are still underway include identification and scheduling of refresher courses to be disseminated to applicable staff. A Tabletop exercise will be scheduled in coordination with the City of Charleston, Charleston County, and City of Folly Beach to introduce new staff and reinforce elements described in the Plan. Alternative locations for events causing interruptions to services at Town Hall should be reestablished with area entities that have agreed to provide support in the past, and an agreement with Orangeburg County is being sought to provide support for the Away MEOC Team in the event of staff evacuation. The Town Administrator is working diligently to complete the remaining tasks in the immediate future.

# Scope of Services

## James Island Creek Grab Sampling

August 2022-August 2023

### Project Understanding

The State of South Carolina National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Regulated Small Municipal Separate Storm Sewer Systems (SMS4), SCRO30000 requires Charleston County, the City of Charleston, and the Town of James Island, as permittees, to implement a monitoring plan to measure pollutant levels within a Total Maximum Daily Load (TMDL) watershed. The permit requires monitoring to be conducted beginning not more than 18 months after the TMDL effective date, which was January 2020 for the James Island Creek TMDL. The permittees would like to implement a grab sampling effort within the watershed to assess the water quality.

The permittees would like to continue to collect wet weather and dry weather grab samples at five locations within the James Island Creek watershed, with funding allocated for additional sampling and testing. This project includes the collection of the grab samples, laboratory analysis for *enterococcus*, and associated reporting for a 12 month period (August 2022-August 2023).

### Task 1 – Compliance (Wet Weather) Sampling

To maintain permit compliance, the permittees need to sample at least once per season (e.g. winter, spring, summer, and fall) during wet weather conditions. This task includes the collection of manual grab samples once per season during wet weather conditions at each of the five (5) monitoring locations. Wet weather conditions are characterized by a storm event that produces at least 0.25 inches of rain, following an antecedent dry period of at least 72 hours with no more than 0.1" of rainfall.

At a minimum, samples will be analyzed for the pollutant of concern in the James Island Creek TMDL, *enterococcus*. This task will require coordination during a potential approaching storm and guidance on the spacing of grab sampling during the storm event. The number of samples collected per storm event per location will be spaced at a collection interval based upon the anticipated duration of storm water runoff, but the period of time for collection during each event will be heavily influenced by inclement or dangerous weather conditions, daily tidal cycles, pollutant holding times, and/or laboratory business hours. Woolpert will collect at least two (2) wet weather samples at each of the five (5) sampling locations in a single day, at varying tidal conditions to the extent possible. As time allows based on laboratory operating hours, tidal conditions, and traffic, Woolpert will make every attempt to collect three (3) samples at each location. The grab samples must be analyzed by a state certified lab for *enterococcus*, which is Trident Laboratory in Ladson, SC. Bacteria sample results will be sent to the County no later than one week after Woolpert receives the results from the laboratory.

#### Task 1 Deliverables:

- Raw laboratory data

#### Task 1 Fee Estimate

| Task   | Fee (NTE)       |
|--|-----------------|
| Manual Grab Samples and Wet Weather Monitoring | \$6,600         |
| Reimbursables (Lab fees, mileage, etc.)        | \$4,600         |
| <b>TOTAL FEE (annually)</b>                    | <b>\$11,200</b> |

## Task 2 –Dry Weather Sampling

This task includes the collection of dry weather manual grab samples six (6) times throughout the year, at an estimated frequency of once every other month, at the five (5) sampling locations. This effort is not required for permit compliance but would provide important information about the background bacteria concentrations in the watershed at varying tidal conditions. Dry weather is characterized by an antecedent dry period, meaning less than 0.1 inches of rain has fallen in the previous 72 hours. Woolpert will collect at least two (2) dry weather samples at each of the five (5) sampling locations in a single day, at varying tidal conditions to the extent possible. As time allows based on laboratory operating hours, tidal conditions, and traffic, Woolpert will make every attempt to collect three (3) samples at each location. The flow conditions, weather conditions, and ebb or flow of the tide will be documented at the time of sampling. At a minimum, samples will be analyzed for the pollutant of concern in the James Island Creek TMDL, *enterococcus*. The grab samples will be analyzed by Trident Laboratory in Ladson, SC. Bacteria sample results will be sent to the County no later than one week after Woolpert receives the results from the laboratory.

### Task 2 Deliverables:

- Raw laboratory data

### Task 2 Fee Estimate

| Task   | Fee (NTE)       |
|--|-----------------|
| Manual Grab Samples and Dry Weather Monitoring | \$8,600         |
| Reimbursables (Lab fees, mileage, etc.)        | \$6,900         |
| <b>TOTAL FEE (annually)</b>                    | <b>\$15,500</b> |

## Task 3 – Additional Sampling

Through previous sampling efforts, the permittees learned the value of flexibility in sampling efforts to capitalize on sampling opportunities within the watershed. To meet this desire, this scope includes a task that covers a range of option additional sampling efforts, which may include but is not limited to: additional wet weather sampling; additional dry weather sampling; additional locations; MST analysis; and miscellaneous sampling tasks.

Woolpert will monitor the weather and the grab sample results and will make recommendations to the permittees when additional sampling could be conducted. Woolpert will also conduct additional sampling at the request of the permittees. This task allows for the collection of additional samples on additional days, as well as MST analysis. The estimated cost for each of these occurrences is shown in the table below, with the total not to exceed \$31,200. This task will be billed at an hourly rate, with reimbursables being a direct pass-through cost to the Permittees as will be shown on the invoices. This task will allow the permittees to maximize sampling efforts with flexibility.

### Task 3 Deliverables:

- Raw laboratory data

### Task 3 Fee Estimates

| Task  | Fee (NTE)       |
|---|-----------------|
| Additional Wet Weather (per day)                    | \$2,200         |
| Additional Dry Weather (per day)                    | \$2,200         |
| Strategic Sampling (advance coordination + per day) | Up to \$2,500   |
| MST Analysis (per sample)                           | \$1,100         |
| <b>TOTAL FEE (NOT TO EXCEED)</b>                    | <b>\$31,200</b> |

## Task 4 – Reporting

Woolpert will evaluate the laboratory results and compare these to the field notes taken during the sampling event. When applicable, Woolpert will also compare these results to available rainfall, tide, and flow data at nearby stations. This data will be summarized in a quarterly memo submitted to the permittees.

### Task 4 Deliverables:

- Quarterly memo (4)

### Task 4 Fee Estimate

| Task                | Fee (NTE) |
|---------------------|-----------|
| Quarterly Memos (4) | \$10,000  |

## Schedule

Woolpert will complete this work between August 2022 and August 2023.

## REIMBURSABLE EXPENSES

Reimbursable expenses are direct expenses (no markup) including but not limited to the following: travel, laboratory analysis costs, equipment, shipping and copying.

## Compensation

Actual billing will be on an hourly rate, as per the attached rate schedule, not to exceed \$67,900.

| Woolpert Labor Category          | Hourly Rate |
|----------------------------------|-------------|
| Project Principal                | \$250.00    |
| Project Director                 | \$215.00    |
| Discipline Leader                | \$210.00    |
| Senior Project Manager           | \$190.00    |
| Senior Technical Specialist      | \$185.00    |
| Senior Engineer/ Project Manager | \$165.00    |
| GIS Professional                 | \$130.00    |
| Engineer                         | \$125.00    |
| Phase Manager                    | \$115.00    |
| Senior Environmental Scientist   | \$95.00     |
| EIT                              | \$95.00     |
| Business Manager                 | \$90.00     |
| Environmental Scientist          | \$85.00     |
| Senior Field Technician          | \$85.00     |
| Field Technician                 | \$80.00     |
| Administrative Support           | \$75.00     |



## 2022-2023 James Island Creek TMDL Cost-Share Breakdown by Jurisdiction:

Total Annual Contract: \$67,900

Town of James Island (34%): \$23,086

City of Charleston (58%): \$39,382

Charleston County (8%): \$5,432



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

June 3, 2022

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

Re: Camp Road Basin Study  
Town of James Island, South Carolina  
Letter Agreement for Services

Dear Mr. Johnson:

Please find the enclosed Scope of Services and Fee Proposal related to the Camp Road Basin Study.

We understand that the Project consists of the following: A study of the existing conditions and proposed drainage improvements to address drainage and flooding conditions within a portion of the Camp Road Basin on James Island, South Carolina. The Scope of Services includes:

1. General Consulting Phase,
2. Survey Phase, and
3. Study and Report Phase.

See the attached Scope of Services for details of the services to be provided.

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

| <b>Phase</b>             | <b>Fee Structure</b>    | <b>Fee or Time &amp; Expense Budget</b> |
|--------------------------|-------------------------|---|
| General Consulting Phase | Lump Sum                | \$ 9,300.00                             |
| Survey Phase             | Lump Sum                | \$ 19,000.00                            |
| Study and Report Phase   | Lump Sum                | \$ 29,500.00                            |
| Reimbursable Expenses    | Time & Expense – Budget | \$ 2,000.00                             |
| Additional Services      | Time & Expense – Budget | \$ TBD                                  |
| <b>TOTAL</b>             |                         | <b>\$ 59,800.00</b>                     |

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

We anticipate commencement of our work within 30 calendar days from receipt of your authorization to proceed with completion within 90 calendar days from commencement.

This proposal between the Town of James Island (Owner), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, Engineering Services Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

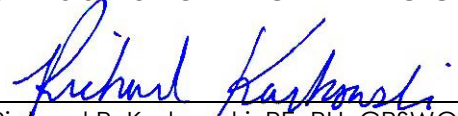
It is our understanding that no work will commence until written authorization is provided to us by you for the Project.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* This proposal will be open for acceptance until July 3, 2022, unless changed by us in writing.

We appreciate the opportunity to prepare this proposal and look forward to working with you on the Project.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

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

RPK/ala

Enclosures: Scope of Services  
General Provisions  
Consulting Services Rate Sheet  
Study Area Exhibit

**THE TOWN OF JAMES ISLAND**

ACCEPTED: \_\_\_\_\_, 2022

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

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## **INTRODUCTION AND BACKGROUND**

The Town of James Island (Town), in cooperation with the City of Charleston (City) and Charleston County (County) intends to rehabilitate and/or improve the main drainage system within a portion of the Camp Road Basin on James Island.

The proposed rehabilitation and/or improvement is intended to address drainage and flooding conditions in the area. The area of study will generally be limited to the main drainage system alignment of the existing stormwater system (highlighted in the attached study map).

We understand that the Town, City, and County has survey data, plans, and as-builts for portions of the study area. We also understand that drainage system data may be available from the SCDOT. T&H will collect existing, available data and utilize it to the fullest extent. This study will be based on available data for the study area. Other than the survey data collection (see scope), no other significant data collection effort is envisioned as part of this project.

## **SCOPE OF SERVICES**

Our proposed Scope of Services includes the following phases and tasks:

### **1.0 GENERAL CONSULTING PHASE**

- 1.1 Project Management and Coordination
- 1.2 Project Meetings

### **2.0 SURVEY PHASE**

- 2.1 Survey

### **3.0 STUDY AND REPORT PHASE**

- 3.1 Field Reconnaissance
- 3.2 Existing Conditions Evaluation
- 3.3 Proposed Improvements Evaluation
- 3.4 Study Documentation and Report

### **4.0 ADDITIONAL SERVICES (Optional, if needed)**

Scope TBD

### **1.0 General Consulting Phase**

#### **1.1 Project Management**

Thomas & Hutton (T&H) will provide project management for the Project. Project management tasks will include communications with the Town, City, County and other stakeholders, data collection and coordination, manpower and other expense tracking, project invoicing, etc. Project Management tasks will also include an internal Quality Control/Quality Assurance (QC/QA) reviews of the project's draft and final reports.

#### **1.2 Project Meetings**

An early, introduction/kick-off meeting will be held. Two project review meetings will be held to communicate the projects findings and revise the study (if necessary).

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## 2.0 Survey Phase

### 2.1 Survey

A limited study survey will be completed. The survey will be conducted to augment the available drainage system data and topography to allow for the study of the proposed improvements. Survey data will generally be collected along the main system in the study area (see attached study map). The survey plan will be discussed with the Town and the other stakeholders prior to any survey data being collected. The survey is intended to collect specific, limited data and will not be a full design level survey.

## 3.0 Study Phase

### 3.1 Site Reconnaissance

A site reconnaissance of the project area will be conducted. The site reconnaissance will be conducted to assess existing drainage patterns and the existing drainage systems within the study basin. The site reconnaissance will also include a conditions assessment of the existing main system. The conditions assessment will include an inspection (no confined space entry or pipe videoing) of the main system. Photo documentation will be collected and included as part of the report.

### 3.2 Existing Conditions Evaluation

A hydrologic and hydraulic (H&H) model of the major drainage infrastructure within the study area will be developed. The H&H model will be developed in ICPR Version 4. The intended extents of the model (basin, sub-basins, and drainage system) will be discussed with the Town and other stakeholders prior to the development of the model.

It is anticipated that the model extents will include the James Island Creek as a boundary and focus on the main system. Other minor systems may be included to accurately reflect drainage within the basin.

### 3.3 Proposed Rehabilitation and/or Improvements Evaluation

Based on the results of the site reconnaissance, conditions assessment, and existing conditions evaluations, viable alternatives to rehabilitate or improve the drainage system will be developed. The alternatives will be developed to address the drainage and flooding issues in the basin and the long-term sustainability of the drainage system. The alternatives will be discussed with the Town and other stakeholders and will be added to, refined or otherwise adjusted based in stakeholder input.

The proposed alternatives will be assessed further by incorporating the proposed improvements in post-improvement models. The models will be based on the existing conditions model developed above and will include the proposed improvements. Based on the findings of the proposed conditions modeling, other factors and input from the Town and the other stakeholders, recommended rehabilitations and/or improvements will be made.

Conceptual cost estimates will be developed for the selected improvements. A constructability assessment will also be performed for the recommended improvements that will consider access and other site constraints.

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3.4 Study Documentation and Report

The results will be assessed and compared to pre-improved conditions. These findings along with the tasks of the study will be documented in a summary report. The intent of the study is to provide recommendations for improvements to the drainage system serving the area. The report will also document findings from the constructability assessment. A draft of the report will be provided to the Town and other stakeholders for review and comment, and a review meeting will be held with the Town and other stakeholders. A final report addressing the Town and other stakeholders' comments will be produced.

4.0 **Additional Services (Optional, if needed)**

- 4.1 Additional services can be provided on a time & expense (T&E) basis. The scope of these service will be determined when needed, if necessary. T&E services will be provided per T&H's current rate sheet (see attached).

**EXCLUSIONS**

Items not included in the Scope of Services are as follows:

- Pipe video inspections.
- Archaeological survey and report.
- Wetland delineation, surveys, or permits.
- Geotechnical investigation or report.
- Phase one or phase two environmental assessments.
- Endangered species survey and report.
- Off-site work, unless specifically covered in the Scope of Services.
- Subsurface utility engineering.
- Detailed engineering design.
- Approvals or permits.
- Bidding or construction services.
- Act as an expert witness for legal activities.

These items can be coordinated or provided if requested by the Town in writing.

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#### **PAYMENT FOR SERVICES**

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

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

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

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

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

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

#### **ASSIGNMENT**

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

#### **CLIENT'S RESPONSIBILITIES**

##### **A. Access**

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

##### **B. CLIENT's Representative**

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

##### **C. Fees**

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application

fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

#### **CONSULTANT'S RESPONSIBILITIES**

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

#### **OWNERSHIP OF INSTRUMENTS OF SERVICE**

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

#### **ELECTRONIC FILES**

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

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

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

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

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

#### **CERTIFICATIONS, GUARANTEES, AND WARRANTIES**

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

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#### ACCESSIBILITY

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

#### SUBSTITUTIONS

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

#### OPINIONS OF PROBABLE COSTS

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

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

#### BETTERMENT

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

#### CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

#### CODE COMPLIANCE

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes

made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

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

#### VALUE ENGINEERING

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

#### DELEGATED DESIGN

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

#### LIMITS OF LIABILITY

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

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

It is our understanding CLIENT has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, CLIENT assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against CONSULTANT that may in any way connected thereto. In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of CONSULTANT. Any requests for specific construction observation services and

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agreed to by CONSULTANT will be paid as Additional Services by CLIENT.

#### **TIME BAR TO LEGAL ACTION**

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

#### **ACTS OF OTHERS**

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

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

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

#### **INDEMNIFICATION**

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

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

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

#### **CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This

mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### **INSURANCE**

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

- (1) **Workers' Compensation – As per Statutory requirements.**
- (2) **Employer's Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (3) **Commercial General Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (4) **Automobile Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (5) **Professional Liability – \$1,000,000 per claim and \$2,000,000 in aggregate.**

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

#### **DISPUTE RESOLUTION**

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

#### **JOBSITE SAFETY**

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

#### **DELAYS**

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this Agreement, such

\_\_\_\_\_  
CLIENT'S INITIALS



\_\_\_\_\_  
CONSULTANT'S INITIALS

causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

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

#### **HAZARDOUS MATERIAL**

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

#### **CLIMATE CHANGE**

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

#### **APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT**

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

#### **TERMINATION**

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

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

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

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

nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

#### **SIGNAGE**

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

#### **AMENDMENT**

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

\_\_\_\_\_  
**CLIENT'S INITIALS**



\_\_\_\_\_  
**CONSULTANT'S INITIALS**

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

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

The current hourly rate charges for each skill position for 2022 are as follows:

| Hourly Rate | Engineer                                    | Survey   | Landscape   | GIS                | Quality Control               | Business/ Administrative  |
|-------------|---|--|---|--------------------|-------------------------------|---|
| \$ 265.00   | Consultant                                  | Consultant   | Consultant  | Consultant         | Consultant                    |   |
| \$ 240.00   | Senior Manager                              | Senior Manager<br>Survey Party (3-Men)                           | Senior Manager                                    | Senior Manager     | Senior Manager                | Senior Manager  |
| \$ 215.00   | Project Manager V<br>Project Engineer V     | Survey Manager V<br>Project Surveyor V                           | Landscape Architect V<br>LA Project Manager V     | GIS Manager V      |                               | Senior Application Developer IV,<br>Software/Computer Consultant IV                       |
| \$ 200.00   | Project Engineer IV<br>Project Engineer IV  | Survey Manager IV<br>Project Surveyor IV                         | Landscape Architect IV<br>LA Project Manager IV   | GIS Manager IV     |                               | Senior Application Developer III,<br>Software/Computer Consultant III                     |
| \$ 185.00   | Project Manager III<br>Project Engineer III | Survey Manager III<br>Project Surveyor III                       | Landscape Architect III<br>LA Project Manager III | GIS Manager III    |                               | Senior Application Developer II,<br>Software/Computer Consultant II                       |
| \$ 175.00   | Project Manager II<br>Project Engineer II   | Survey Manager II<br>Project Surveyor II<br>Survey Party (2-Men) | Landscape Architect II<br>LA Project Manager II   | GIS Manager II     | Construction Administrator II | Senior Application Developer I,<br>Software/Computer Consultant I                         |
| \$ 160.00   | Project Manager I<br>Project Engineer I     | Survey Manager I<br>Staff Surveyor V<br>Project Surveyor I       | Landscape Architect I<br>LA Project Manager I     | GIS Manager I      | Construction Administrator I  | Grant Administrator, Senior<br>Application Developer I,<br>Software/Computer Consultant I |
| \$ 150.00   | Designer IV<br>Engineering Technician IV    | Survey Field Supervisor  | Landscape Designer IV                             | GIS Analyst IV     | Field Representative V        | Application Developer IV  |
| \$ 140.00   | Designer III<br>Engineering Technician III  | Staff Surveyor IV  | Landscape Designer III                            | GIS Analyst III    | Field Representative IV       | Application Developer III   |
| \$ 125.00   | Designer II<br>Engineering Technician II    | Staff Surveyor III<br>Survey Party (1-Man)                       | Landscape Designer II                             | GIS Analyst II     |                               | Permit Coordinator III<br>Application Developer II  |
| \$ 115.00   | Designer I<br>Engineering Technician I      | Staff Surveyor II  | Landscape Designer I                              | GIS Analyst I      | Field Representative III      | Application Developer I,<br>Permit Coordinator II, Admin IV                               |
| \$ 105.00   | CADD Technician III                         | Staff Surveyor I<br>Survey Technician III                        | Landscape Technician III                          | GIS Technician III | Field Representative II       | Permit Coordinator I  |
| \$ 95.00    | CADD Technician II                          | Survey Technician II   | Landscape Technician II                           | GIS Technician II  |                               |   |
| \$ 90.00    | CADD Technician I                           | Survey Technician I  | Landscape Technician I                            | GIS Technician I   | Field Representative I        | Admin III   |
| \$ 85.00    |   |  |   |                    |                               | Admin II  |
| \$ 80.00    |   |  |   |                    |                               | Admin I   |
| \$ 420.00   | Expert Witness                              |  |   |                    |                               |   |

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the 2022 IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.







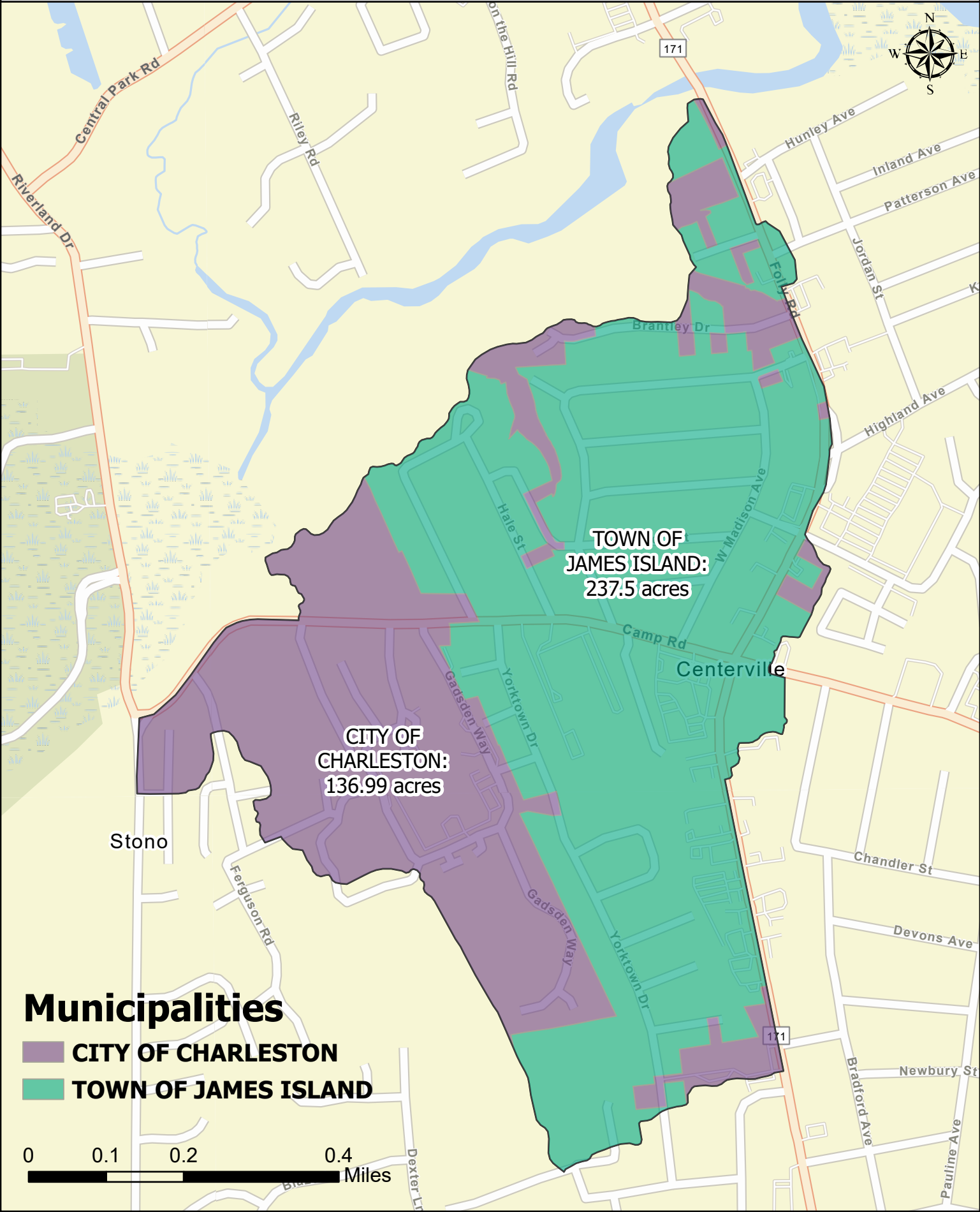
## Camp Road Basin Drainage Study Cost-Share Breakdown:

Total Contract (total 374.49 acres): \$59,800

Town of James Island (237.5 acres, 63.5%): \$37,973

City of Charleston (136.99 acres, 36.5%): \$21,827

# Camp Road Drainage Basin Municipalities



## **CONTRACT FOR SERVICES**

### **Town of James Island**

This Contract for Services is entered into effect as of July 1, 2021, by and between Capitol Consulting Group, LLC, with its principal place of business at 813 Revolution Dr. Mount Pleasant, SC 29464 hereinafter referred to as Vendor and Town of James Island hereinafter referred to as Client, with its principal place of business at 1122 Dills Bluff Rd. Charleston, SC 29412-5306.

1. **Retention and Description of Services.** Subject to the terms of this contract, Client does hereby contract with Vendor to furnish consulting, services, and advice as specifically requested by the Client relating to communications and governmental relations and to serve as a registered lobbyist for the 2023/2024 Legislative Session of the South Carolina General Assembly. David Carter and Steven Fooshe will serve as registered lobbyists for the Client.
2. **Term of Contract.** This agreement shall be in effect from, July 1, 2022, until June 30, 2024.
3. **Place of Work.** It is understood that services will be rendered at the place and time of the Vendor's choosing, but will, at various times, be rendered at the Client's place of business or such other places as designated by the Client, to meet with representatives of the Client.
4. **Relationship.** In the performance of the services, the Vendor will furnish services as an independent contractor to the Client along with regular status reports. The Vendor has no power of authority to act for, represent, or bind Client or any company affiliated with Client except in such manners as Client has authorized such action, representation, or binding of Client. The vendor reserves the right to use any and all vendors it deems necessary to accomplish the goals and objectives of this contract without prior approval of the Client unless contracting with a vendor involves any funds not previously budgeted to the Vendor. This Vendor reports directly to the Mayor and Town Council.
5. **Compensation.** The client agrees to pay the Vendor a total of forty eight thousand (\$48,000) in coequal monthly installments of two thousand dollars (\$2,000) each. The vendor will invoice the client for consulting fees due concerning work performed by the Vendor under this contract with payment due immediately or on a specified date after receipt of each invoice. As part of Compensation, the Vendor will be reimbursed for expenses related to printing, travel, and other authorized purchases for Client.

6. **Payment.** Payment shall be made payable to the Vendor in the form of cash, company check, cashier's check, or money order upon receipt of an invoice. If payment is not received from the Client on payment date and arrangements have not been made, the Vendor reserves the right to terminate the contract effective immediately. If the form of payment is a company check and it is returned for insufficient funds or stop payment, the Vendor reserves the right to take legal course of action to make payment good. If a legal course of action is taken, Client shall pay the cost of collection (bank fees plus the amount of check), including attorney fees, if incurred.
7. **Trade Secrets.** The vendor will treat as proprietary any information belonging to Client, its affiliated companies or any third parties, disclosed in the course of services.
8. **Modification.** This agreement may not be modified except by amendment reduced to writing and signed by both Client and Vendor. No waiver of this agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof. The parties may add to and/or modify this contract as to any terms to which they agree. In order to be binding, any such additions/modifications must be in writing and signed by both parties.
9. **Termination of Agreement.** Either Vendor or the Client may terminate this contract upon thirty-day notice by registered or certified mail, return receipt requested, addressed to the other party. If either party terminates this contract, the Client shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of termination.
10. **Governing Law.** This agreement shall be construed in accordance with the laws of the State of South Carolina.

\_\_\_\_\_  
For the Town of James Island

David Carter  
\_\_\_\_\_  
Capitol Consulting Group

\_\_\_\_\_  
Date

June 16, 2022  
\_\_\_\_\_  
Date



----- Estimate -----

1768 Lady Cooper St.  
Charleston, SC 29412 US  
(843)270-5223

Estimate #: 1728  
Date: 06/14/2022  
Exp. Date:  
\$150.00

-----  
Address:

Mark Johnson  
James Island Public Works  
PO Box 12240  
James Island, SC 29412  
Charleston

-----  

| Activity   | Service    | Qty | Rate   | Amount |
|--|------------|-----|--------|--------|
| General Up Keep of<br>Turf/Ornamentals<br>@ Brantly Park on<br>Bi-Weekly Basis | Monthly Ma | 1   | 150.00 | 150.00 |

-----  
Total: \$150.00

\$1,800.<sup>00</sup>/year

----- Estimate -----

1768 Lady Cooper St.  
Charleston, SC 29412 US  
(843)270-5223

Estimate #: 1727  
Date: 06/14/2022  
Exp. Date:  
\$120.00

-----  
Address:

Mark Johnson  
James Island Public Works  
PO Box 12240  
James Island, SC 29412  
Charleston

| Activity                 | Service    | Qty | Rate   | Amount |
|--------------------------|------------|-----|--------|--------|
| General Up Keep of       | Monthly Ma | 1   | 120.00 | 120.00 |
| Turf/Ornamentals         |            |     |        |        |
| Spraying Newly Installed |            |     |        |        |
| Pinestraw Bed @          |            |     |        |        |
| Lighthouse Blvd on       |            |     |        |        |
| Bi-Weekly Basis          |            |     |        |        |

-----  
Total: \$120.00

\$1,440.<sup>00</sup>/year



# Charleston County Public Works Task Estimate

## BASIC INFORMATION

Est Start Date 6/1/2022 Request ID 13442  
Requesting Agency / Billable Dept : Town of James Island  
Contact : Mark Johnson Phone : 843-709-2394  
Details : At 846 S Piccadilly repair culvert joints with fabric and pour new concrete apron  
approximately 10x11

Total Labor Cost **\$5,274.30**  
Total Equipment Cost **\$3,827.75**

### Material

| ID | Description | Usage | Material Cost |
|----|-------------|-------|---------------|
|    |             |       | \$0.00        |

### Other

| Date                 | Short Description       | Purchase Order | Vendor                           | Cost               |
|----------------------|-------------------------|----------------|----------------------------------|--------------------|
| 6/6/2022             | 3 cubic yards concrete  |                | Knight's Redi Mix                | \$1,200.00         |
| 6/6/2022             | 3 cubic yards Fill dirt |                | O.L. Thompson                    | \$200.00           |
| 6/6/2022             | 30 ft. Pipe Wrap Fabric |                | CP&P - Concrete Pipe And Precast | \$50.00            |
| Total Other          |                         |                |                                  | \$1,450.00         |
| Sub Total            |                         |                |                                  | \$10,552.05        |
| 10% Contingency      |                         |                |                                  | \$1,055.21         |
| Grand Total Estimate |                         |                |                                  | <b>\$11,607.26</b> |

Agency Signature : \_\_\_\_\_

Date: \_\_\_\_\_

Org Key (For non-General Fund Request) : \_\_\_\_\_

Obj Code: \_\_\_\_\_

(For Public Works Use Only)  
F/O Manager/Director Approval : \_\_\_\_\_

Date: \_\_\_\_\_







Charleston County Public Works  
Task Estimate

**BASIC INFORMATION**

Estimate Start Date: \_\_\_\_\_ Request ID: 10855  
Requesting Agency / Billable Dept: Town of James Island  
Contact: Mark Johnson Phone: (843) 795-4141  
Details: Repair stormwater box and culvert/box connections at 1473 Camp Rd

**Total Labor Cost**      **\$3,682.40**  
**Total Equipment Cost**      **\$4,068.30**

**Material**

| ID | Description | Usage | Material Cost |
|----|-------------|-------|---------------|
|    |             |       | \$0.00        |

**Other**

| Date      | Short Description               | Purchase Order | Vendor                 | Cost     |
|-----------|---------------------------------|----------------|------------------------|----------|
| 10/6/2020 | Seed Pensacola Bahia            |                | Weathers Farm Supply   | \$70.00  |
| 10/6/2020 | Confined Space Blower           |                | National Trench Safety | \$250.00 |
| 10/6/2020 | Brick 2.5" X 4" X 8"            |                | Hughes Supply          | \$62.00  |
| 10/6/2020 | 36"-48" Pipe Plug               |                | National Trench Safety | \$675.00 |
| 10/6/2020 | Masonry Sand                    |                | Hughes Supply          | \$150.00 |
| 10/6/2020 | 18"-36" Pipe Plug               |                | National Trench Safety | \$500.00 |
| 10/6/2020 | Fill Dirt                       |                | Bean Pit               | \$180.00 |
| 10/6/2020 | Confined Space Retrieval System |                | National Trench Safety | \$600.00 |
| 10/6/2020 | Cement Portland 90Lb bag        |                | Hughes Supply          | \$100.00 |
| 10/6/2020 | Trench Box                      |                | National Trench Safety | \$900.00 |

**Total Other**      **\$3,487.00**

**Sub Total**      **\$11,237.70**

**10% Contingency**      **\$1,123.77**

**Grand Total Estimate**      **\$12,361.47**

Agency Signature : \_\_\_\_\_

Date: \_\_\_\_\_

Org Key (For non-General Fund Request) : \_\_\_\_\_

Obj Code: \_\_\_\_\_









ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## FEE PROPOSAL

**MEMO #:** 001

**DATE:** June 14, 2022

**To:** Ms. Niki Grimball  
Town Administrator  
Town of James Island

**SENT BY:** ☒ Phone 843-795-4141  
☐ Fax  
☒ Email ngrimball@jamesislandsc.com

**RE:** Clearview Neighborhood Traffic Calming

**BY:** Herbert W. Gilliam, P.E.

### SCOPE OF SERVICES:

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, and permitting for traffic calming devices in the above referenced neighborhood. The specific streets involved are Clearview Drive and Tenant Street. JLA will prepare presentation material for a public meeting to present traffic calming alternatives such as all way stop intersections or speed humps. Once the scope of the traffic calming facilities is determined, we will prepare plans, coordinate permitting as well as bidding services for the installation. Following is our associated fees with the scope.

|   |                 |
|---|-----------------|
| <u>Prepare Exhibits and Attend One public meeting</u>                   | <u>\$3,500</u>  |
| <u>Prepare Construction Documents and Coordinate Permit Application</u> | <u>\$3,500</u>  |
| <u>Bidding Services</u>   | <u>\$1,500</u>  |
| <u>Total</u>  | <u>\$ 8,500</u> |

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.

  
Herbert W. Gilliam P. E.

SIGN IN THE SPACE PROVIDED AS ACCEPTANCE OF THIS PROPOSAL AND OUR NOTICE TO PROCEED

Ms. Niki Grimball, Town Administrator

DATE

Johnson, Laschober & Associates, P.C.  
1296 Broad Street  
P.O. Box 2103  
Augusta, GA 30903 \\JLASVR02\PROJECTS\30821901\ADMIN\GENERAL\CONTRACT DOCUMENTS\CLEARVIEW TRAFFIC CALMING\PROPOSAL FOR CLEARVIEW TRAFFIC CALMING.DOCX

Telephone: 706-724-5756  
FAX: 706-724-3955  
Web Site: www.theJLAgroup.com

# Town of James Island Traffic Study

## Tennent Street (4/25 through 5/2, 2022)

The Charleston County Sheriff's Office conducted a study on Tennent Street, a road under the ownership and maintenance of the Town of James Island, in order to determine if traffic calming measures are warranted and to possibly recommend which methods would be most effective. A stealth counter (Stealth Stat) was placed on Tennent Street for a period of 8 days, from April 25 through May 2, 2022. The volume, speed, and direction of traffic were recorded.

Tennent Street is a generally straight road with two gentle curves oriented east-west and is 0.36 miles long. It is approximately 25' wide and is entirely residential. There are some drainage swales and catch basins at the west end but generally flat shoulders for most of the roadway. The posted neighborhood speed limit is 25 MPH.

The location of the stealth counter was approximately 765' from the east end of Tennent Street at 735 Tennent Street. The counter was secured to a power pole.

The 8 day count was 1150 vehicles with the average daily volume of 143 vehicle. The highest recorded speed was 37 MPH. There was a total of 53 vehicle going in excess of 30 MPH, which is 5 MPH over the posted limit.

The total average speed was 20.9 MPH and the 85<sup>th</sup> percentile was 25.5 MPH. The volumes, average speed and 85<sup>th</sup> percentile were consistent through the study period. The 85<sup>th</sup> percentile is a statistical measure used by traffic engineers to determine what most prudent drivers find to be an appropriate and comfortable speed.

### SCDOT Eligibility Criteria:

Tennent Street is a local residential road with a speed limit of 25 MPH or less and only 2 lanes. Traffic volume is less than 4000AADT (Sec 57-7-230 *South Carolina Code of Laws*) and is located in an urban district as defined by the South Carolina Code of Laws, Sec. 56-5-1520.

Public Works Department  
Town of James Island



# Town of James Island Neighborhood Traffic Study

## Clearview Dr. (1/18 through 1/27, 2019)

The Town of James Island Public Works Department conducted a study on Clearview Dr., a road under the ownership and maintenance of the SCDOT, in order to determine if traffic-calming measures are warranted and to possibly recommend which methods would be most effective. A tube counter (TrafficViewer Pro) was placed at 616 Clearview for a period of 10 days, from the 18<sup>th</sup> until the 27<sup>th</sup> of January, 2019. The volume, speed, and direction of traffic were recorded.

Clearview Dr. is shaped like a question mark, beginning at its southern end at Harbor View Rd. and starting out straight north until its intersection with Tennant St., where it begins to curve to the right. Here it heads northeast and passes an intersection with Beauregard, continuing to curve until it terminates at the other end of Tennant St to the northwest. It is approx. 25 feet wide and 1.1 miles long, and is entirely residential. Clearview Dr. has swale drainage structures, the only pond being partially visible from the road just past the location of the tube counter (on left). The posted speed limit is 25 mph.

The location of the tube counter was as follows: approx. 0.38 miles northbound from the southernmost end of Clearview, past Edmonds Dr., and across from 616 Clearview. The counter was placed adjacently to a pine tree in the side yard, so that it could be securely locked.

The 10-day count was 8,738 vehicles resulting in an average daily volume of 919.79. The highest recorded speeds were of 9 vehicles traveling at excess of 50 mph, as well as 20 going (45-49 mph) and another 136 vehicles traveling at 40-44 mph. An additional 622 cars were traveling from 35-39 mph. Note that this results in 787 vehicles, an average of 82.84 vehicles per day, moving faster than 10 mph above the posted speed limit.

The total average speed and 85<sup>th</sup> percentile were 28.07 mph and 33.65 mph, respectfully. The daily volumes were consistent throughout the week, as well as the 85<sup>th</sup> percentiles and mean speeds. The average speed for each day was 27.8, 27.8, 27.9, 27.3, 28.7, 29.2, 29.4, 27.0, 27.4, and 28.2 mph, respectfully. The 85<sup>th</sup> percentile for each day was 33, 33.3, 33.5, 32.9, 34.4, 35.2, 34.6, 32.6, 33.2, and 33.8 mph, respectfully.

The 85<sup>th</sup> percentile is a statistical measure used by traffic engineers to determine what most prudent drivers find to be an appropriate and comfortable speed.

### SCDOT Eligibility Criteria:

Clearview Drive is a local residential road with a speed limit of less than 40 mph and only 2 lanes. Traffic volume is less than 4000 AADT and is located in an urban district, as defined by the South Carolina Code of Laws, Sec. 56-5-1520.

Public Works Department  
Town of James Island

# Town of James Island Neighborhood Traffic Study

## Clearview Dr. (3/15 through 3/29, 2019)

The Town of James Island Public Works Department conducted a study on Clearview Dr., a road under the ownership and maintenance of the SCDOT, in order to determine if traffic-calming measures are warranted and to possibly recommend which methods would be most effective. A tube counter (TrafficViewer Pro) was placed at 740 Clearview for a period of 14 days, from the 15<sup>th</sup> until the 29<sup>th</sup> of March, 2019. The volume, speed, and direction of traffic were recorded.

Clearview Dr. is shaped like a question mark, beginning at its southern end at Harbor View Rd. and starting out straight north until its intersection with Tennant St., where it begins to curve to the right. Here it heads northeast and passes an intersection with Beauregard, continuing to curve until it terminates at the other end of Tennant St to the northwest. It is approx. 25 feet wide and 1.1 miles long, and is entirely residential. Clearview Dr. has swale drainage structures, the only pond being partially visible from the road just past Edmonds Drive (on left). The posted speed limit is 25 mph.

The location of the tube counter was as follows: approx. 0.82 miles northbound from the southernmost end of Clearview, past Edmonds Dr., and across from 740 Clearview. The counter was placed on a power pole yard, so that it could be securely locked.

The 14-day count was 1,933 vehicles resulting in an average daily volume of 138.07. The highest recorded speeds were of 2 vehicles traveling at excess of 40 mph, with a total of 52 vehicle going over 30 MPH, which is 5 MPH over the posted speed limit.

The total average speed and 85<sup>th</sup> percentile were 22.0 mph and 27.07 mph, respectfully. The daily volumes were consistent throughout the week, as well as the 85<sup>th</sup> percentiles and mean speeds.

The 85<sup>th</sup> percentile is a statistical measure used by traffic engineers to determine what most prudent drivers find to be an appropriate and comfortable speed.

### SCDOT Eligibility Criteria:

Clearview Drive is a local residential road with a speed limit of less than 30 mph and only 2 lanes. Traffic volume is less than 4000 AADT and is located in an urban district, as defined by the South Carolina Code of Laws, Sec. 56-5-1520.

Public Works Department  
Town of James Island

PROCLAMATION TO RECOGNIZE LILLIAN SMITH FOR HER SERVICE  
TO HELPING HANDS AND JAMES ISLAND PRIDE

WHEREAS, James Island Pride is a citizens committee of the Town of James Island, South Carolina that engages the community in island beautification, litter pickups, tree plantings and other noteworthy environmental activities, and

WHEREAS, Helping Hands is branch of James Island Pride that assists residents in need to care for their yards when they have lost the ability to do so themselves, and

WHEREAS, all James Island residents have benefited from the beautification efforts of Helping Hands in improving the appearance of our neighborhoods, and

WHEREAS, as a student Lillian Smith has served as the James Island Charter High School liaison to Helping Hands and James Island Pride for the past three years and has inspired and organized many young people to serve as volunteers for island environmental efforts, and

THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of James Island hereby recognize the selfless efforts and positive contributions that Lillian Smith has made to James Island.

Adopted this 21st day of July, 2022.

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Mayor William W. Woolsey

ATTEST

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Frances Simmons  
Town Clerk

PROCLAMATION TO RECOGNIZE AMY BALL AND HER SERVICE TO  
JAMES ISLAND PRIDE - THE CITIZENS COMMITTEE OF THE  
ENVIRONMENT & BEAUTIFICATION COMMITTEE

WHEREAS, James Island Pride is a citizens committee of the Town of James Island, South Carolina which engages the community in island beautification, litter pickups, tree plantings and other noteworthy environmental activities, and

WHEREAS, Amy Ball has served on James Island Pride as a volunteer and in various administrative capacities for many years, and

WHEREAS, Amy Ball has served as Chair of James Island Pride since May of 2017 and has initiated and managed numerous activities, and

WHEREAS, Amy Ball has enthusiastically encouraged the youth of James Island to serve their community by volunteering to support various environmental efforts to keep James Island beautiful, and

THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of James Island hereby recognizes the positive contributions that Amy Ball has made to James Island Pride and to the beautification and preservation of James Island.

Adopted this 21st day of July, 2022.

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Mayor William W. Woolsey

ATTEST

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Frances Simmons  
Town Clerk

**RESOLUTION TO AFFIRM THE JAMES ISLAND TOWN COUNCIL’S SUPPORT OF HATE  
CRIMES LEGISLATION IN THE SOUTH CAROLINA GENERAL ASSEMBLY**

WHEREAS, James Island Town Council stands united in our resolve to end hate and racism in all forms, and

WHEREAS, South Carolina is one of only two states in the nation that does not have a statewide law specifically addressing enhanced penalties for hate crimes, and

WHEREAS, Charleston County state legislators and others have introduced and advocated for House Bill 3620, the “Clementa C. Pinckney Hate Crimes Act”, named for the state senator and lead pastor of Mother Emanuel AME Church in downtown Charleston who was gunned down along with eight of his parishioners in a mass shooting fueled by hate on June 17, 2015, and

WHEREAS, there is no room for hate against any minority group of any kind at any time or in any place, and

WHEREAS, the James Island Town Council stands with groups who are victimized by hate crimes, and we condemn these horrific acts, and

WHEREAS, we believe our representatives in all levels of government should embrace the ideal that all persons are created equal and are deserving of equal protection under the law, and

WHEREAS, it is incumbent upon all levels of government and every state to pass special legislation that provides for enhanced and serious penalties for those who engage in hate-related crimes to discourage these types of heinous offenses.

NOW BE IT RESOLVED, that the James Island Town Council will be forwarding this resolution to elected representatives of the State of South Carolina General Assembly in support of enacting Hate Crimes legislation (a Hate Crimes Bill) and urge that said legislation be passed and written into law as soon as possible.

Adopted this 21st day of July, 2022.

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Mayor William W. Woolsey

ATTEST

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Frances Simmons  
Town Clerk