



Town of James Island, Regular Town Council Meeting
May 21, 2020; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

VIRTUAL MEETING, SEE DETAILS BELOW

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

The Town invites the public to provide comments prior to its Town Council meeting. Please email your comments to info@jamesislandsc.us. Comments may also be mailed to P.O. Box 12240, Charleston, SC 29422 or placed inside the drop box outside of Town Hall at 1122 Dills Bluff Rd., Charleston, SC 29412. The public will also be able to provide comments virtually through the Zoom platform, information provided at the end of the agenda. Town Council will also make video-conferencing capabilities available at Town Hall during the 7:00 p.m. meeting on May 21 in Council Chambers with strict adherence to social distancing for the public to address Council virtually.

1. **Public Hearing:** **Ordinance #2020-04** Proposed Amendments to the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) §153.093 Folly Road Corridor Overlay District (FRC-O Adding “Hotels and Motels” as a Prohibited Use in all Five Areas of the Folly Road Overlay Corridor

Public Hearing: **Ordinance #2020-05:** Supplemental Stormwater Design Standards

2. Consent Agenda:

- a. Minutes: **Minutes April 16, 2020** Regular Town Council Meeting

3. Information Reports:

- a. **Finance Report**

- b. **Administrator’s Report**

- c. Public Works Report

- d. Island Sheriffs’ Patrol Report

4. Requests for Approval:

- **Drainage Check Valve, James Island Creek Basin**
- **Highland Ave. Drainage Easements & Improvements**
- **FEMA Hazard Mitigation Grant – Property Acquisition**
- **Asset Management Plan Scope and Fees**
- **Groundskeeping for Brantley Park**

- Postage Meter Lease Renewal
- Janitorial Services @ Pinckney Park Pavilion
- \$2,000 Donation to Pet Helpers

5. Committee Reports:

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

6. Proclamations and Resolution:

Resolution # 2020-09: CTC Request: Traffic Calming @ Ft. Johnson and Lighthouse Blvd.
 Resolution #2020-10: CTC Request for Drainage Improvements to Highland Ave.

7. Emergency Ordinances:

E-01-2020 Pertaining to Electronic Meetings: Superseded by E-03-2020 Expires May 31

E-02-2020 Pertaining to Parks, Hospitality, Plastics, Non-essential Personnel. Amended to expire May 21

E-04-2020 Adoption of SC State-wide Burn Ban: Expired April 21 when statewide ban was lifted

E-05-2020 Acceptance of Applications Requiring Public Hearings. Expires June 15

8. Ordinances up for Second/Final Reading:

Ordinance #2020-04 Proposed Amendments to the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) §153.093 Folly Road Corridor Overlay District (FRC-O) Adding “Hotels and Motels” as a Prohibited Use in all Five Areas of the Folly Road Overlay Corridor

Ordinance #2020-05 Adoption of Supplemental Stormwater Design Manual Standards

9. Ordinances up for First Reading:

Ordinance #2020-06 Draft FY 2020-2021 Annual Budget for the Town of James Island

10. New Business:

- Dominion Tree Trimming
- Nabors Sidewalk

- Fort Johnson Road @ Honey Hill
- Demetre Park

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

This Town Council meeting will be hosted virtually via Zoom and it will be also be live-streamed on the Town's YouTube channel, link found here: <http://www.jamesislandsc.us/videos-and-meeting-archive>

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/462951711?pwd=MFVobEhaUnhwdHF0NHl4SU15OEZkQT09>

Password: 827503; Or Telephone: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. by virtual platform (Zoom) (1122 Dills Bluff Road) on Thursday, April 16, 2020. The following members of Council were present: Councilmembers Boles, Mignano, Milliken, Mullinax, and Mayor Woolsey, who presided. Also, Town Administrator, Ashley Kellahan, Public Works Director, Mark Johnson, Island Sheriff's Patrol, Sgt. Shawn James, and Town Clerk, Frances Simmons. A quorum was present to conduct business.

Presenters: Jennifer Charzewski, Liollo Architecture, Raquel Sandman, RMF Engineers, Meghan Moody and Bob Horner, Weston & Sampson.

In compliance with the Freedom of Information Act and the requirements of the Town of James Island, members of the public were provided a link to log into the proceedings of the meeting.

Mayor Woolsey called the meeting to order at 7:00 p.m. He reminded Council to state their names before speaking and the Clerk to call the roll for votes.

Opening Exercises: Mayor Woolsey asked to dispense with the opening exercises, and it was granted without objection.

Consent Agenda

- a. Minutes: March 19, 2020 Regular Town Council Meeting
- b. Minutes: April 1, 2020 Special Town Council Meeting
- c. National Public Works Week Proclamation

Motion to approve the consent agenda was made by Councilman Milliken, seconded by Councilwoman Mignano.

Vote:

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed Unanimously	

Information Reports:

- a. Finance Report: The written report was provided to Council and Mrs. Kellahan gave a brief overview of March revenues and expenditures. She commented that a good amount of revenue was received in March. Councilman Milliken asked about the advertising cost under Administration and was informed that we were just invoiced for the 2019 Election from the County Election Commission.
- b. Administrator's Report: Written Report Provided to Council. Mrs. Kellahan pointed several items from her report including a letter from Town Attorney re: Corky's closing deadline on the easement at 896 Folly; letter from Town Attorney to Dominion re: breach of contract. The County's bids for the landscaping improvements at Camp and Folly received. The bid has not been qualified but the apparent low bidder is Truluck. The Town would be funding \$30,000 and the remainder would come from the Tree Mitigation and TST Funds. The Town continues to monitor COVID-19 and 14 press releases posted to date. The last release contained information on services offered through the 2-1-1 System.

Councilman Milliken said he is excited to see the landscaping improvements begin at Camp and Folly and Mrs. Kellahan and Mayor Woolsey gave Councilwoman Mignano information on the project's location.

- c. Public Works Report: Mr. Johnson gave an overview of the Public Works Report that was provided to Council.
- d. Island Sheriff's Patrol Report: Sgt. James shared sad news that a Sheriff's Deputy was killed in a tragic collision. He encouraged Council to go on the Charleston County website or Facebook to see the outpouring of support. The Island Sheriff's Patrol and Crime reports were given, and no significant crimes were reported. Councilwoman Mignano expressed condolences on the passing of the Deputy and welcomed Sgt. James back.

Requests for Approval

Removal of Pine Tree on Ptarmigan: Mrs. Kellahan reported that a pine tree in the Town's right-of-way is causing damage to the sewer lines of a residence and the PSD is recommending that the tree is taken down. Councilman Boles was given clarification on the location of the tree. Councilman Milliken said he looked at the tree and saw that it was fairly close to a water cutoff. He said the tree looked healthy and did not appear to be causing damage to the roadway. Mr. Johnson explained it is not the roadway, it is where the waterline is located, and the PSD has had to repair the lines several times. Councilman Boles asked Mr. Johnson if he recommended that the tree come down and Mr. Johnson confirmed that it should.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed Unanimously	

Amendment to 1248 Camp Rd. Building (Old Library) Lease: Mrs. Kellahan presented an amended lease from Charleston County for the old library building at 1248 Camp Road. The lease is for five years with the option to renew for an additional five years. Mrs. Kellahan also provided a memo detailing the history of the project and where it stands today. She said that Jennifer Charzewski, (Liollo), and Raquel Sandman, (RMF Engineering), were on the meeting to answer questions. Motion in favor was made by Councilman Mullinax, seconded by Councilman Milliken.

Ms. Charzewski and Ms. Sandman answered Council's questions and concerns regarding the status of the HVAC system at the building. Councilman Milliken asked about the quality of the HVAC systems; how far they could go, and what it might cost to bring them up to speed to assure that they would function for at least the next five years. He asked if there is an estimate of what that might cost. Ms. Charzewski said the units at the building is 25 years old and it cannot be predicted when it could fail. She said a system replacement with the new current code for validation and fresh air would be a significant undertaking; possibly \$100,000. She said the code does allow a swap out of a unit one-to-one with maintenance and RMF Engineers has looked at manufacturers and costs. Councilwoman Mignano mentioned options that could possibly result in a savings should a unit needs to be replaced. It was determined the cost would be upward of \$30,000 (\$45-50,000). Councilman Milliken also talked about the condition of the unit on the ground, whether it would work since the building has been vacant for a year, and whether Council should consider that in next fiscal budget. Ms. Sandman responded that unit on the ground has R22 refrigerants

that is no longer produced because it affects the ozone. The condenser could not be swap out for a new one, so it would have to be a new package. After questions were addressed, Mayor Woolsey called for the vote on the amended lease agreement.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed Unanimously	

COVID-19 Funding Assistance: Mayor Woolsey asked for a motion to add the item to the agenda. Motion was made by Councilman Milliken, seconded by Councilman Boles.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed Unanimously	

Mrs. Kellahan said funds were available in the Community Services budget since Sea Island Habitat would not be making repairs during this time and the Children’s Commission did not host its Easter event. She said James Island Outreach always has financial needs; but especially at this time. JI Outreach served 80 people on last Saturday; 60 regular clients and an increase of 20 people. She expects that more people would need service. Councilman Boles asked how much money is available and Mrs. Kellahan said \$20,000. Mrs. Kellahan also requested a contribution to the United Way because they are also instrumental in helping with food, utility, rent, and financial assistance. Councilman Boles asked if the \$20,000 would go to our food bank (JI Outreach) and Mrs. Kellahan said she recommends \$15,000 to JI Outreach and \$5,000 to United Way. Councilwoman Mignano said since utility companies are not disconnecting service at this time, could the \$5,00 be used to help with rent assistance. Mrs. Kellahan said she did not know how United Way would divide it, but they help with those services as well.

Mayor Woolsey explained that the Lowcountry COVID-19 Relief and Recovery Fund supports various non-profits throughout the low country and local municipalities are supporting a drive to raise money for the fund. He said funds raised would be matched 100% by the Baker family. Mayor Woolsey requested that \$5,000 be given to the COVID-19 Relief fund; to the low country broadly. Councilman Boles asked for clarity for what the funding would go towards and Mayor Woolsey explained that it would go to various non-profits in the low country to support relief and recovery for COVID-19. He said this fund is sponsored by the Coastal Community Foundation, of which, the United Way is a part of. Councilwoman Mignano asked if \$5,000 would go to COVID-19 Relief, and \$15,000 to James Island Outreach. Mayor Woolsey stated he is an ex-officio member of the JI Outreach Board and could not speak to that.

Councilman Milliken suggested \$5,000 to the COVID-19 Relief and Recovery Fund; \$5,000 to United Way; and \$10,000 to the Lowcountry Food Bank (to ultimately get to the JI Outreach).

Mayor Woolsey moved for \$5,000 to the COVID-19 Relief and Recovery Fund, Councilman Milliken seconded.

Councilman Boles said he is pleased that the Town has the ability to help, but he would like more information because he is concerned that Town residents that needs the services would get it. He then moved to defer a decision to a special or an emergency meeting. He would like to defer the entire request because he wants to know how much money we have; and what the results would be. No second was offered, and the motion failed.

The motion on the floor continued for \$5,000 to the COVID-19 Relief and Recovery Fund and the vote follows:

Vote:

Councilman Boles	No Vote
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Motion Passed	

Councilwoman Mignano said she would like to make a motion to talk about the \$15,000 to the James Island Outreach. She spoke of knowing several people that work for JI Outreach and would like for the Town to support the citizens of James Island whether they reside in the City, County, or the Town, to make sure that our neighbors are not going hungry and cause them angst. Councilman Boles said this was his reason for wanting to defer to make sure as much as possible go to Town residents.

Councilman Milliken moved to support the James Island Outreach with \$15,000 to feed the people of James Island, seconded by Councilman Mullinax. Councilwoman Mignano spoke in support of the mission of James Island Outreach. She said if funds are available, we should move forward. She also talked about the possibility of having a food drive at the Town Hall. She asked if JI Outreach needs the full amount and Mrs. Kellahan said yes, because people are out of work with bills becoming due; and JI Outreach invests back into the community.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Abstained
Motion Passed	

Committee Reports

Land Use Committee: No Report

Environment and Beautification Committee: Councilman Milliken reported that James Island Pride held a gorilla litter pickup on Saturday, March 28, collecting 15 bags of trash. Councilman Milliken will look into getting more rolling bins to dispose of litter for compliance with PSD regulations. Another litter pickup is scheduled Saturday, April 25 at 9 a.m. adhering to social distancing. No lunch this time.

Children’s Committee: No Report

Public Safety Committee: No Report

History Committee: No Report

Rethink Folly Road Committee: Mayor Woolsey announced an online meeting to be held on Wednesday, April 22.

Drainage Committee: Councilman Mullinax announced the next meeting is scheduled for May but whether it takes place and the format would be decided later.

Business Development Committee: No Report

Trees Advisory Committee: Councilman Milliken said no meeting was held but he attempted a pilot test for the proposed tree survey and learned that the Town does not have staff expertise or equipment to map tree location in right-of-ways. He said when the Tree Council meets again, they will reconceptualize procedures in a way that could make it happen.

James Island Intergovernmental Council: No Report

Proclamations and Resolutions:

Resolution #2020-07: Support of Temporary Solution on Taliaferro Avenue: Councilwoman Mignano spoke in favor of the Resolution. As she reached out to citizens regarding roadways and drainage, it was brought to her attention that Taliaferro is a failed road and has been in the “buck-heap” for 7 years with SCDOT, costing millions. She explained there is a large sinkhole in the road and the DOT does not have funding to repair. Resolution #2020-07 would request supporting a temporary solution for the residents on Taliaferro. Councilwoman Mignano would like the DOT to allow the Town to place gravel or oyster shells in the road to help alleviate some of the problems until the road can be properly repaired by SCDOT. Councilwoman Mignano moved to approve the Resolution, Councilman Boles seconded.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed Unanimously	

Resolution #2020-08: Naming Pinckney Park Pavilion in Honor of Petr M. McCoy, Jr.: Mayor Woolsey moved to add the item to the agenda, seconded by Councilman Mullinax.

Vote

Councilman Boles	No
Councilwoman Mignano	No
Councilman Milliken	No
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Motion Failed	

Emergency Ordinance:

Emergency Ordinance E-04-2020: Adoption of SC State Burn Ban: Mayor Woolsey moved for adoption, seconded by Councilman Mullinax. Mayor Woolsey said the SC Forester passed a Burn Ban related to the COVID-19 crisis that outside burning is undesirable for people with lung difficulties because it causes the same irritations as people that has COVID-19. He said while these burn bans apply to all unincorporated areas of the state including the unincorporated areas of James Island, they do not apply to municipalities and there is a state law that municipalities must develop their own policy. He said the Ordinance before Council adopts the Burn Ban the State Forester has proposed on an emergency basis.

Councilman Boles said he understands that the ban includes backyard campfires. Mayor Woolsey confirmed that it does with the exception of grilling food outside; but campfires are prohibited. Councilman Boles said the weather has been nice lately and families are spending more time outside so he would like the Ordinance to exclude backyard campfires. Councilman Boles moved to amend Emergency Ordinance E-04-2020 to exclude recreational campfires; Councilwoman Mignano seconded.

Vote on Amendment

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	No

Amendment Passed.

Vote on the Ordinance as Amended:

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes

Passed Unanimously

Ordinances up for First Reading:

Ordinance #2020-03: An Ordinance Amending the Town of James Island Zoning and Land Use Regulations Number 2013-07, Section 153.093 Folly Road Corridor Overlay District (Prohibiting Hotels and Motels in North Village, South Village, Neighborhood Preservation and Conservation Areas and adding Hotels or Motels as a Use Requiring Special /exception in the Commercial Core Area: Mayor Woolsey moved for adoption. No second. Motion Failed.

Ordinance #2020-04: Proposed Amendments to the Town of James Island Zoning and Land Use Development Regulations Ordinance (ZLDR), Section 153.093 Folly Road Corridor Overlay District (FRC-O) Adding “Hotels and Motels” as a Prohibited Use in all Five Areas of the Folly Road Overlay Corridor: Motion in favor made by Councilman Milliken, seconded by Councilwoman Mignano.

Councilman Boles thanked everyone listening and those that sent in emails. He has received a ton of emails from people opposing hotel/motel and he appreciates their input.

Councilman Milliken said he received 54 emails opposing hotels and motels in the Folly Road Corridor; a pretty large outcry.

Councilwoman Mignano thanked everyone listening and that she read every email. She commented that her job is to represent what the people want our Town to be, so she heard their comments loud and clear.

Councilman Mullinax said he also read the emails and agreed with the comments made by Councilwoman Mignano.

Mayor Woolsey said that he counted 51 emails; not 54. He said there are 10,300 voters in the Town, and this represents less than a fraction of 1% of the people that participated; it is not a random sample of our population; rather an effort by a small group to organize protest. He commented that many of the points did not add up so misinformation was shared by a small fraction of people, including a policy of changing the current rules that we have had for decades that allows hotels, to one that restricts hotels to a Special Exception as the same thing as allowing hotels so that the Commercial Core of Folly Road would become similar to Highway 17. Mayor Woolsey said our Commercial Core is mostly strip malls and he feels that many of the people that looked at the information shared with them were under the impression that this rule did not apply to the area around Camp and Folly; but to the open areas of Folly Road that is not in the Town. Mayor Woolsey further commented that a ban in all areas of the Town's Commercial Core is undesirable and a drastic and unreasonable response to a possibility of one person having an interest in putting a hotel on Folly Road.

Councilwoman Mignano said she spoke personally to people and 99.9% were concerned with traffic and pollution in our creeks, height restrictions, and the character of James Island. She believes based on that information and until we can get a handle on the cleanliness of our waterways, we should not add huge developments, whether it is a hotel or large apartment buildings to task what we are already not managing well. Flooding and e-coli issues in the creek are major concerns.

Councilman Milliken spoke in favor of passing this Ordinance because of the infrastructure issues that Councilwoman Mignano pointed out. He said this does not exclude passing an ordinance in the future once infrastructure issues are solved and we have decent public transportation, sewer, and water quality. At that point, the Town could consider revising the Land Use Plan, but we are not ready now.

Councilman Boles asked if anyone on the meeting could speak to the benefits of having a hotel or motel if so, he would like to hear their comments.

Mayor Woolsey further commented that a small, nice hotel would enhance the community and now all of the Commercial Core is developed. He thinks many of the 50 people that were urged to contact Council were under the impression that we were talking about building something on vacant land. He explained that our Commercial Core is currently strip malls, all of which were constructed when there were no stormwater restrictions and any redevelopment, including a hotel, would be subject to current stormwater regulations. He has asked Toole Design Group to look into hotels and motels, the costs and benefits of allowing them. He said rather than taking a drastic step in banning hotels in all areas; especially in the Commercial Core where it is most appropriate, we should wait and see what Toole has to say and talk with the PSD to determine if there is a sewage capacity problem. If there is insufficient sewage capacity for a hotel, it would not be built. He said the action to ban hotels is an inappropriate response. Councilwoman Mignano responded that according to the PSD there is a 20% capacity before reaching the maximum. However, her opinion is there are already traffic issues and by comparison a large amount of the people does not want hotels or motels.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	No
Motion Passed	

Emails: <C:\Users\fsimmons\OneDrive - Town of James Island, SC\Desktop\TC Packet 052120\Emails hotel and motel.pdf>

Ordinance #2020-05: Adoption of Supplemental Stormwater Design Manual Standards: Motion in favor was made by Councilman Mullinax, seconded by Mayor Woolsey.

Mrs. Kellahan reported that Weston and Sampson have reviewed our guidelines. Adoption is for a Supplemental Standard from what Charleston County has. She said it is more restrictive in nature in response to a lot of our issues in allowing fill and build and what we can do to curb those issues. Bob Horner and Meghan Moody, Weston, and Sampson, are in attendance to answer questions from Council. Ms. Moody provided a technical overview of the Supplemental Standards.

Councilman Boles questions about rain collecting/harvesting and fill and build were addressed.

Councilman Milliken, Page 4; pertaining to buffers to change the word “may” to “**must**” because “may” implies runoff onto adjacent parcels. Page 5. Section 3.6 Soil Infiltration omit language “**where practical**”. Weston and Sampson had no problems with the corrections being offered.

Councilman Milliken moved to amend that the word “**where practical**” Page 5, Section 3.6, Soil Infiltration be omitted, Councilman Mullinax seconded.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed Unanimously	

Councilman Boles addressed the issue of fill and build noting that the Town does not have to follow the City’s style of development. He likes that we have supplemental standards but his concerns echoes those of Councilman Milliken’s and there are some sections that do not go far enough and would like to see the manual amended. Mayor Woolsey stated that the supplements greatly enhance what we have today, and that Council could make amendments at a later time to include stricter regulations. He said the stormwater regulations are the same as the County’s and these are additional regulations for the Town. Mayor Woolsey asked Ms. Moody to speak on to the similarities of our plan to that of the City of Charleston and Ms. Moody gave explanation. After discussion, Mayor Woolsey called for the vote.

Vote

Councilman Boles	Yes
Councilwoman Mignano	Yes

Councilman Milliken Yes
Councilman Mullinax Yes
Mayor Woolsey Yes
Passed Unanimously with amendment

New Business

Councilman Boles made a motion to add to the agenda to revisit Emergency Ordinance #E-01-2020, Regarding Electronic Meetings, Councilwoman Mignano seconded.

Vote

Councilman Boles Yes
Councilwoman Mignano Yes
Councilman Milliken Yes
Councilman Mullinax Yes
Mayor Woolsey Yes
Passed Unanimously to add to the agenda

Councilman Boles said at the last meeting he had intended that the Town suspend the taking of applications that would require a public hearing to run concurrent with the Emergency Ordinance that was adopted.

Councilman Boles moved that the Town suspend taking applications where the process would involve a public hearing to expire in 60 days. Councilwoman Mignano seconded. Mayor Woolsey said he would like to have legal counsel to consider. Mayor Woolsey explained the process of public hearings with the BZA and noted that those meetings were not being held electronically; however, if suspending applications is something that cannot be done it would be revisited.

Vote

Councilman Boles Yes
Councilwoman Mignano Yes
Councilman Milliken Yes
Councilman Mullinax Yes
Mayor Woolsey No
Motion Passed

Councilman Milliken made a motion to add to the agenda the extension of Emergency Ordinance E-1-2020 and E-2-2020 because they are slated to expire May 19; 48 hours before the May 21 Town Council meeting. Councilwoman Mignano seconded

Vote:

Councilman Boles Yes
Councilwoman Mignano Yes
Councilman Milliken Yes
Councilman Mullinax Yes
Mayor Woolsey Yes
Passed Unanimously

Councilman Milliken moved to extend Emergency Ordinance # E-1-20 and E-2-2020 by 48 hours to the May 21 Town Council Meeting, Councilman Boles seconded.

Vote:

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed Unanimously	

Adjourn: There being no further business to come before the body, the meeting adjourned at 8:55 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

Town of James Island

% FY Complete 83%

Monthly Budget Report

Fiscal Year 2019-2020

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	TOTAL	BUDGET	
	July	August	September	October	November	December	January	February	March	April			
GENERAL FUND REVENUE													
Accommodations Tax					8,645			1,805	3,812		14,262	15,000	
Brokers & Insurance Tax		1,673	54			97					1,824	620,000	
Building Permit Fees		791	2,835	649		1,716	518	1,017	654	903	9,083	15,000	
Business Licenses	1,919	3,291	26,677	9,890	5,430	16,808	9,033	170,136	72,891	20,383	336,459	365,000	
Contributions/Donations-Park													
Grant Reimbursement												5,187	
Franchise Fees	149,860			3,798	9,694	37,850	3,722	47,593		3,717	256,234	341,000	
Interest Income	222	218	168		203	76	67	65	64		1,083	3,000	
Alcohol Licenses -LOP												15,550	
Local Assessment Fees				910		7		1,112			2,029	3,000	
Local Option Sales Tax (PTCF)			99,785	98,191	95,467	85,061	182,461		186,679		747,644	1,025,000	
Local Option Sales Tax (rev)			39,916	39,188	38,728	34,426	74,688		76,065		303,011	400,000	
Miscellaneous		11,540	400	103		50,000					62,043	500	
Planning & Zoning Fees	1,326	953	504	579	895	1,029	658	824	1,371	622	8,761	12,500	
State Aid to Subdivisions					68,307		68,307				136,614	260,200	
Telecommunications						14			18,423		18,437	30,000	
	153,327	18,466	170,340	153,309	227,369	227,084	339,454	222,552	359,959	25,625	Total	1,897,485	3,110,937
											% of Budget		61%

ADMINISTRATION

Salaries	20,248	29,644	19,954	20,412	20,501	25,119	30,320	20,710	20,414	20,312		227,632	273,130
Fringe Benefits	7,617	11,259	7,578	7,649	7,704	8,260	11,737	7,882	7,758	7,724		85,169	103,500
Copier	319	495	325	325	274	605	533	677	325	325		4,202	5,000
Supplies	338	232	740	1,187	1,952	670	495	417	935	177		7,143	6,600
Postage	296		3,678	469	300		514	8	300	8		5,573	6,000
Information Services	22,688	5,017	566	5,930	1,968	708	3,106	2,599	3,155	2,863		48,600	65,000
MASC Membership									5,341			5,341	5,500
Insurance		32,262	1,388		6,470	14,203	4,754	(21,717)				37,360	35,000
Legal Services		4,308	7,551	3,838	11,525	900	240	8,390	5,155	9,940		51,847	50,000
Town Codification						1,632	143		285	176		2,235	2,500
Advertising		51	103	20		71	22	2	4,742			5,011	5,000
Audit						16,000						16,000	16,000
Elections												-	
Mileage Reimbursement			28	58	29	31	28	29	333	29		564	800
Bonding			350							(487)		(137)	2,150
Employee Training / Screening	90											90	850
Dues and Subscriptions									200			200	1,500
Training & Travel							250		613			863	3,000
Employee Appreciation	53	1,172	55	540	29	21	540	50	90			2,549	3,900
Mobile Devices	73	182	74	244	74	176	158	190	74	122		1,367	2,300
Credit card (Square)							74	142	56	74		346	
Bank Charges (Payroll Expenses)	201	126	135	138	147	209	240	163	251	251		1,861	2,000
	51,924	84,748	42,523	40,811	50,972	68,604	53,154	19,540	50,027		Total	503,817	589,730
											% of Budget		85%

ELECTED OFFICIALS

Salaries	3,769	5,465	3,769	3,769	3,769	3,769	5,654	3,769	3,769	3,769		41,273	50,000
Fringe Benefits	2,409	3,557	2,409	2,410	2,410	3,465	5,186	3,457	3,457	3,457		32,217	34,000
Mayor Expense	444	14		60			160					678	2,000
Council Expense						142	100		76			318	4,000
Mobile Devices		178		134		50	50	188		40		641	2,100
	6,622	9,214	6,179	6,373	6,179	7,426	11,150	7,414	7,303	7,267	Total	75,126	92,100
											% of Budget		82%

GENERAL OPERATIONS

Salaries	25,778	36,199	25,538	25,417	24,917	28,995	37,798	24,651	24,831	24,831		278,957	351,765
Fringe Benefits	8,996	13,120	8,975	8,985	8,915	9,387	13,841	9,207	9,172	9,039		99,637	128,360
	34,774	49,319	34,513	34,403	33,832	38,382	51,640	33,858	34,003	33,870	Total	378,594	480,125
											% of Budget		79%

PLANNING

Supplies	26	174	37	25								262	600
Advertising		170							64			234	1,500
Mileage Reimbursement												-	200
Dues and Subscriptions	267											267	1,040
Training & Travel				300								300	1,800
Mobile Devices	55	28	37	38	37	37	28	37	37	37		370	660
Uniform / PPE												-	500
Planning Commission	250			300		250					314	1,114	4,000
Board of Zoning Appeals		150				200				133		483	4,000
	598	522	74	663	237	287	28	170	351	101	Total	3,030	14,300
											% of Budget		21%

BUILDING INSPECTION

Mileage Reimbursement												-	500
Community Outreach												-	500
Mobile Devices	55	55	55	76	66	66	66	65	65	65		633	660
Supplies								735				735	500
Equipment / Software												-	500
Uniform / PPE												-	250
Dues & Subscriptions				10			190			218		418	800
Travel & Training		50	90					125				265	1,800
	55	105	145	86	66	66	256	925	283	65	Total	2,050	5,510
											% of Budget		37%

PUBLIC WORKS

Mileage Reimbursement					(261)							(261)	300
Training & Travel				212								212	1,925
Public Outreach													500
Projects	330	5,824	39,340	8,743	1,951	4,197	4,589	10,341	2,095	3,507		80,917	135,800
Mobile Devices	91	83	93	43	537	(7)	(67)	(3)	92	92		955	1,200
Uniform / PPE		97										97	700
Supplies	930	931	48	1,015	95		279	483	1,669	295		5,745	5,500
Emergency Management		4,223	7,363	2,725	300		10,729		37	362		25,740	15,000
Dues and Subscriptions													425
Groundskeeping	3,555	7,319	541	17,359	336	3,991	4,436	11,672	10,373	10,778		70,359	50,000
	4,907	18,478	47,384	30,096	2,957	8,180	19,967	22,493	14,267	15,035	Total	183,764	211,350
											% of Budget		87%

CODES & SAFETY

Mileage Reimbursement					(37)							(37)	100
Equipment												-	900
Radio Contract							342		342			684	1,400
Training												-	1,000
Supplies	21	76		26						36		159	250
Uniform / PPE												-	250
Other Security	53	3,875	3,345	1,325	2,715	1,315	9,670	3,410	2,522	2,140		30,372	4,320
Sheriff's Office Contract	25,168	14,975	15,815	16,355	22,670	20,298	38,127	25,842	21,078	22,327		222,653	265,460
Deputy Fringes	7,012	4,187	4,403	4,528	6,270	5,592	10,063	6,631	5,381	5,713		59,780	73,950
Unsafe Buildings Demolition												-	20,000
Overgrown Lot Clearing									900			900	4,000
Animal Control				750								750	500
Crime Watch Materials												-	250
Membership/Dues												-	250
	32,254	23,113	23,564	22,984	31,618	27,547	57,860	36,225	29,916	30,180	Total	315,261	372,630
											% of Budget		85%

PARKS & RECREATION

JIRC Contribution										2,468		2,468	4,750
Pinckney Park												-	2,500
Special Events					912	1,981	(538)	1,908				4,262	10,000
Dock Street Park								986				986	1,500
Youth Sports Program				1,100	3,510	300		500	460			5,870	14,725
		-	-	1,100	4,422	2,281	(538)	3,394	2,928	-	Total	13,586	33,475
											% of Budget		41%

FACILITIES & EQUIPMENT

Utilities	1,862	4,168	1,736	2,549	2,356	2,534	2,612	2,526	2,163	1,885		24,391	28,200
Security Monitoring		152		152		76	152	76		152		760	1,200
Janitorial	617	566	617	605	617	587	580	643	617	725		6,174	7,000
Equipment / Furniture	1,451	809	52	592	40	296	296	498	296			4,330	7,500
Facilities Maintenance	471	75	952	600	396	75	75	275	145			3,064	6,500
Vehicle Maintenance Expense	304	(746)	327	273	2,235	368	311	680	320	558		4,629	6,000
Fees and Taxes						284						284	
Generator Maintenance												-	3,500
Street Lights	10,346	10,348	10,348	10,359	10,358	10,359	10,358	13,467	10,359	10,359		106,660	154,000
	15,050	15,372	14,032	15,130	16,002	14,580	14,383	18,165	13,900	13,679	Total	150,293	213,900
											% of Budget		70%

COMMUNITY SERVICES

Repair Care Program				6,800	2,050		6,699				15,549	20,000
Teen Cert Program												500
Drainage Committee												500
History Commission					1,782						1,782	1,880
Neighborhood Council	568	39					63				669	1,500
Children's Commission				875					758		1,633	2,000
Community Service Contributions				30,000						20,000	50,000	50,000
	568	39	30,875	6,800	3,832	63	6,699	758	20,000	Total	69,633	76,380
										% of Budget		91%

CAPITAL PROJECTS

INFRASTRUCTURE													
Quail Drive Sidewalk	61,200										61,200	61,200	
Dills Bluff Sidewalk Phase II		28,340	20,236	300		38,227					87,103	87,270	
Dills Bluff Sidewalk, Phase III & IV				9,500		6,050					15,550	26,500	
Lighthouse Point Blvd Sidewalk and Drainage Phase I											0	55,000	
Regatta Road Sidewalk											0	17,000	
Town Hall - Second Floor											0	27,000	
Town Hall Sidewalks to Hillman and to Camp						2,800					2,800	211,500	
Capital Improvement Projects	3,985	3,985									7,970	100,000	
Seaside Lane Sidewalk							2,800				2,800		
Traffic Calming Projects		3,830	6,085	9,141	8,010	8,436		276	2,433		38,210	30,000	
											0		
PARK IMPROVEMENTS													
Pinckney Park	2,576	150	-4,858	5,300	158	147,759	3,686	101,166	65,508	1,989	323,434	347,775	
Greenbelt Park Project	2,250	26,025	-2,250			2,743	7,008		10,785		46,561	63,750	
DRAINAGE PROJECTS													
Greenhill/Honey Hill Drainage Phase I		8,000	8,000	18,163	3,900	30,538	9,640		6,000	20,210	104,450	104,657	
Lighthouse Pt. Sdwalk & Drainage Phase 1											0	0	
Oceanview Stonepost Drainage Basin					9,772	11,047	6,235				27,053	30,000	
Hazard Mitigation Project												150,000	
Drainage Improvement Projects				4,000	2,000				900		6,900	40,000	
Santee St. Drainage Improvements		6,400	3,200						65,635		75,235	75,600	
	70,011	40,575	37,047	56,984	34,770	202,896	79,281	103,966	149,105	24,632	Total	799,266	1,427,252
											% of Budget	56%	

JIPSD FIRE & SOLID WASTE SERVICES

JIPSD Tax Relief	250,000	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,334	833,338	1,000,000	
Admin Expense	10,000										10,000	10,000	
Auditor Expense												10,000	
	260,000	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,334	Total	843,338	1,020,000

HOSPITALITY TAX

GENERAL													
Hospitality Tax Revenue			52,322	56,068		99,904	50,918	47,909	47,358	29,969	384,449	510,000	
The Town Market	866	338	194	409		649	200				2,656	10,000	
Guide to Historic James Island						17,293					17,293	27,000	
Rethink Folly Phase I-III, Staff Cost-Sharing		6,229		(2,951)	7,760	4,754	8,048	(9,832)		23,669	37,677	20,000	
Santee Street Public Parking Lot	13,200						13,800				27,000	27,000	
Community Events		2,000	25	12,300							14,325	15,000	
PROJECTS													
Camp/Folly Landscaping												30,000	
Camp/Folly Bus Shelter												41,843	
Wayfinding Signage											-	12,000	
Rethink Folly Road-Phase I-III											-		
Lighting Camp/Dills Bluff					55,242						55,242	54,683	
Folly Road Beautification												11,900	
Pinckney Park Pavilion	859	51		1,766	52	49,253	1,229	33,722	21,836	663	109,431	110,925	
Greenbelt Park Project	750	8,675	(750)			914	2,336		3,595		15,520	21,250	
1248 Camp Road Building	103	40	13	2,896	2,805	13,912	5,355	1,874		4,217	31,215	50,000	
Decorative Banners												8,400	
Folly Road Multi Use Path Wilton-Ft. Johnson									3,490		3,490		
Other Tourism-Related Projects											-	100,000	
	15,777	17,334	(518)	14,421	65,859	86,776	30,967	25,763	28,921	28,549	% of Budget	313,849	540,001
													58%

TREE MITIGATION FUND

Tree Mitigation revenue				3,000							4,392	500
Tree Mitigation expense					3,595						(3,595)	500
	-	-	-	3,000	3,595	-	-	-	-	-	Total	797

JAMES ISLAND PRIDE

James Island Pride revenue/donations							35				426	3,100
Jsmes Island Pride expense	-	58	175	31	112	256	261	191			(1,080)	
Helping Hands Donations											423	400
Helping Hands Expense		150	260	63							473	
											Total	-

ADMINISTRATOR'S REPORT

May-20

ADMIN NOTES

- 1) Town continues to monitor COVID-19 and make adjustments to work schedules as necessary. Plans to reopen to the public begin Tues. May 26th from 10 to 2
- 2) Pinckney Park Pavilion Completed. Awaiting delayed grant award before site furnishings can be ordered. Met Tuff shed rep on-site to discuss Storage bldg. specs prior to placing order.
- 3) Town had a mediation with Dominion regarding tree trimming and breach of contract; continuing to work towards a mutual resolution.
- 4) We received encroachment permit for street lighting at Dills and Camp - In discussions with Dominion regarding undergrounding in this location, and sections of Folly Rd. during Phase I - [See NSF account detail](#)
- 5) Permits received for Schooner, Clearview, Eastwood and Stiles Dr. Traffic Calming

Business Licenses **42**

*16 of those processed at Town hall

Code Enforcement Cases

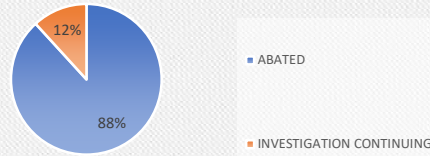
TOTAL CASES	581
ABATED	517
INVESTIGATION CONTINUING	69
RANK VEGETATION / SOLID WASTE	144
INOPERABLE VEHICLE	108
TREE CASES	43
NUISANCE PROPERTY	54

#11 new cases

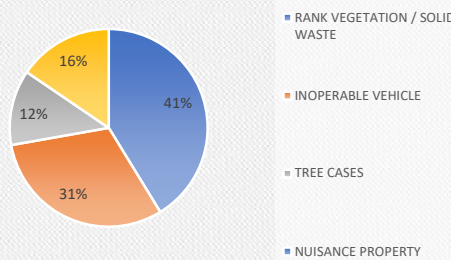
Building Permits & Inspections

	Permits	Inspections
	53	109
Building	15	56
Electrical	7	22
Plumbing	4	11
Mechanical	3	10
Gas	5	10
Pool	-	-
Roofing	4	-
Fire System	-	-
Sign	1	-
Trades	14	-
Manufactured Home	-	-
Previous Month	68	134

Code Enforcement - Case Status



Code Enforcement - Case Type

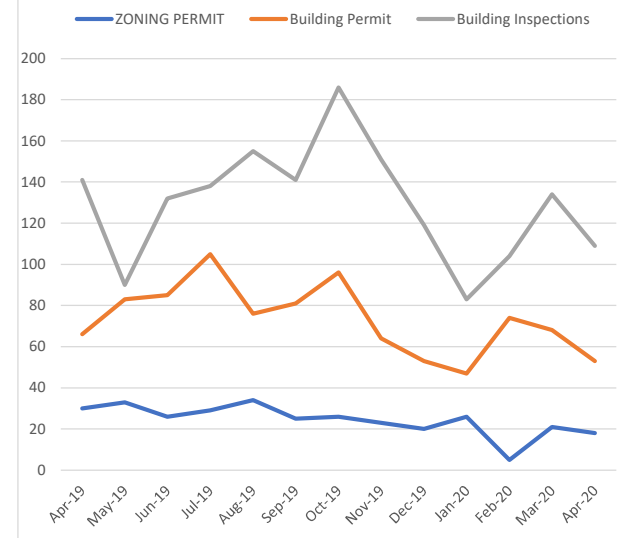


PERMIT TYPE	Apr-20
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	1
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	6
REZONING	
SPR	
SIGN PERMIT	
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	
TEMPORARY ZONING	
TREE REMOVAL	10
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	
TOTAL	18

PUBLIC WORKS NOTES

- 1) There were 63+ new requests for service in April, 43 were in the Town and 38 were drainage related. Staff has responded to all requests.
- 2) Seaside- Honey Hill Drainage easement acquisition continuing and the project is currently in permitting with OCRM.
- 3) Substantial completion was achieved for the Pinckney Pavilion.
- 4) Oceanview-Stonepost drainage project, Thomas and Hutton will be making a presentation at the May Drainage Committee meeting to explain their findings and plans to move forward.
- 5) Lynnwood Drainage Rehabilitation Project: Eadie's construction completed cleaning and camera work on the north outfall system and have submitted their findings which are being reviewed. City of Charleston is still pursuing clearing the easement along Simpkins Creek behind Landsdown so ditch grading can continue.
- 6) Weston and Sampson completed work on updates to the stormwater ordinances.
- 7) The monthly stormwater managers meeting was held by teleconference.
- 8) Staff participated in RFQ evaluations for Indefinite Delivery Contracts with stormwater engineering firms.
- 9) Staff cleaned 3 signs in April and installed 8 new STOP sign and 17 new street name signs. Staff filled 3 potholes with 7 bags of material.

PERMITS - 13 MONTH HISTORY



**Town Of James Island
NonStandard Service Fund Balance as of May 6, 2020**

Fiscal Year	Payment Year	Electric Revenue	Rate	SCE&G Company Match	James Island Match	Beginning Balance	Current/Completed Projects	
Current Five Year Period							<u>N/A</u>	
2015	2016	14,261,832.09	0.005	71,309.16	71,309.16	142,618.32		
2016	2017	14,127,207.62	0.005	70,636.04	70,636.04	141,272.08		
2017	2018	13,607,830.05	0.005	68,039.15	68,039.15	136,078.30		
2018	2019	12,537,921.49	0.005	62,689.61	62,689.61	125,379.22		
2019	2020	11,168,011.54	0.005	55,840.06	55,840.06	111,680.12		
				Total:	328,514.02	328,514.02	= 657,028.04	- \$ 657,028.04
							Fund Balance	
Franchise Ratification Date May 20, 2014								
Franchise Expiration Date May 19, 2034								

Prepared by: Jason Watkins, E&G Accounting, (803) 217-4569
Requested by: Andrew Marshall



Town of James Island

Memo

To: Mayor and Town Council
From: Ashley Kellahan, TA
Date: May 11, 2020
Re: Drainage Check Valve, James Island Creek Basin

- The Town is looking to partner with the City of Charleston to install a drainage check valve at S. Anderson. This is a sub-basin to the larger James Island Creek Basin.
- This device is needed because currently during high tide, water backs up to behind Fort Johnson Baptist Church, preventing drainage from Lynwood subdivision.
- County staff looked at a breakdown of jurisdiction this sub-basin drains to determine share of cost:
 - Town of James Island = 106.21 acres (81.6%)
 - City of Charleston = 24.00 acres (18.4%)
 - Total acreage = 130.21 acres
- The City received 3 quotes, the lowest being from B&C Land Development (see attached) for \$28,110. Looking at about a \$28,110 cost, this would be roughly:
 - City of Charleston - \$5,172
 - Town of James Island - \$22,938
 - The City will manage the contract and install at no additional cost.

I recommend approving this cost at approximately \$23,000 and funds would be taken from Other Drainage Improvement Projects in Capital Projects where sufficient funds are available.

B&C

LAND DEVELOPMENT, INC.

3785 Old Charleston Highway
Johns Island, SC 29455
843-766-8109 Phone
843-766-8158 Fax
www.bclanddev.com

Proposal

Date	Proposal #
3/31/2020	467

Name / Address
City Of Charleston 2 George Street Charleston, S.C. 29401 Engineering Dept. Attn: Frank Newham

Project
South ANderson 42" Checkvalve ...

Description	Total
South Anderson 42" Checkvalve Clean 42" RCP Provide and install 42" Wastop Checkvalve and outfall	28,110.00
All materials are guaranteed to be as specified and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantail workmanlike manner, for the sum of:	\$28,110.00

Note: Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

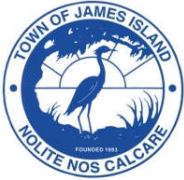
TERMS AND CONDITIONS: <ul style="list-style-type: none">- Payment Terms, Upon Completion of job payment in full- Proposal good for 30 days- Work to be performed during normal work hours (7:30 am- 5:00 pm)- Service charge of 18% APR per month on all past due invoices- No retainage held unless stipulated in a separate formal contract- All pipe to within 5' of building-All utilities are unavailable for service until payment is recieved in full	PRICE DOES NOT INCLUDE: <ul style="list-style-type: none">- Layouts, As-Builts or Engineering- Permits, Impact or Tap fees- Mucking or hauling of muck material- Dewatering, such as well pointing; if required, well pointing will be price by the LF of installed pipe- Asphalt milling and overlay- After hours work
--	---

ACCEPTED:

**The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined in the terms above.**

Signature: _____ Date of acceptance: _____

B&C Land Development, Inc. will not begin work until the signed proposal has been returned to our office.



Town of James Island

Memo

To: Mayor and Town Council
From: Ashley Kellahan, TA
Date: May 11, 2020
Re: Highland Ave. Drainage Improvements

- In June of 2019, Council authorized Stantec to provide a drainage analysis and recommended improvements along Highland Ave where it presently experiences flooding.
- Attached are the recommended design improvements. The Drawings Stantec has done can be used for construction.
- Primacq, one of the Town's Right-of-Way acquisition consultants, needs approval to move forward on negotiating the drainage easements with the three affected property owners.
- The approximate total cost of moving forward with the project, to include easements, consultant fees and construction cost, is \$159,750.

I recommend approving moving forward with this project. Moving forward would entail Right of Way acquisition work. Currently, there is \$160,000 shown in next year's budget. Staff is requesting Council approve matching funds through CTC, and staff will continue seeking matching funds through the City of Charleston and potentially SCDOT as well. Any construction approval would have to come back to Council for approval.

To:	Mark Johnson Public Works Director Town of James Island 1122 Dills Bluff Road James Island, SC 29412	From:	Justin Tye, PE, PTOE Stantec Consulting Services Inc. 4969 Center Pointe Drive, Suite 200 North Charleston, SC 29418
File:	171002175	Date:	July 29, 2019

Reference: Highland Avenue Drainage AssessmentIntroduction

This assessment provides the Town of James Island with an analysis of existing drainage conditions and provides recommended improvements for the outfall at the eastern end of Highland Avenue. Also included are conceptual design of improvements and the associated opinion of probable construction costs.

All proposed designs are with elevations and survey from existing GIS information, contour topography (lidar), GPS survey, and engineering judgment. The following are supported with approximate design models because of the limited survey and elevation information.

Drainage Issue

The lack of a defined outfall on the eastern end of Highland Avenue has caused flooding issues for the downstream properties. Highland Avenue, located off Folly Road on James Island, is an approximately 1,200 ft two-lane roadway that was constructed by SCDOT in 1969. Runoff on the western portion of Highland Avenue, between Folly Road and Jordan Street, drains to the north along a ditch on the western side of Jordan Street. The remaining portion of Highland Avenue, between Jordan Street and its terminus to the northeast, outfalls along the western property boundary of 1536 Highland Avenue.



Figure 1 – Highland Avenue

The Bay Front Subdivision, which abuts with 1536 Highland Avenue, was constructed in 2017. Site drainage was addressed by having stormwater runoff conveyed to the north towards an inlet of Simpson Creek. However, it did not include a location for runoff from Highland Avenue to flow to the north. As a result, runoff proceeded to the east and caused flooding related issues for 1536 Highland Avenue.

Recommended Improvements

To alleviate the flooding issues on Highland Avenue, the outfall from the roadside ditch to an inlet of Simpson Creek needs to be restored. The elevations in the ditch on Highland Avenue are above 6 feet, so a pipe system with a 0.3% slope could be installed and outfall into an inlet of Simpson Creek above the mean higher-high water elevation (2.62 feet for NAVD88). Below are two potential solutions to alleviate the flooding:

1. Obtain a 10-foot drainage easement between the Bay Front Subdivision and 1536 Highland Avenue. Construct a pipe system for approximately 222 feet from Highland Avenue to the north to an inlet of Simpson Creek. This will require reconstructing the wooden fences along the property boundaries and adjusting the shed on 1536 Highland Avenue.
2. Obtain a 10-foot drainage easement between 1536 Highland Avenue and 1532 Highland Avenue. Regrade the ditch along Highland Avenue towards the northeast. Construct a pipe system from the driveway at 1536 Highland Avenue to the north to an inlet of Simpson Creek. This will require reconstructing the wooden fence along the property boundary.



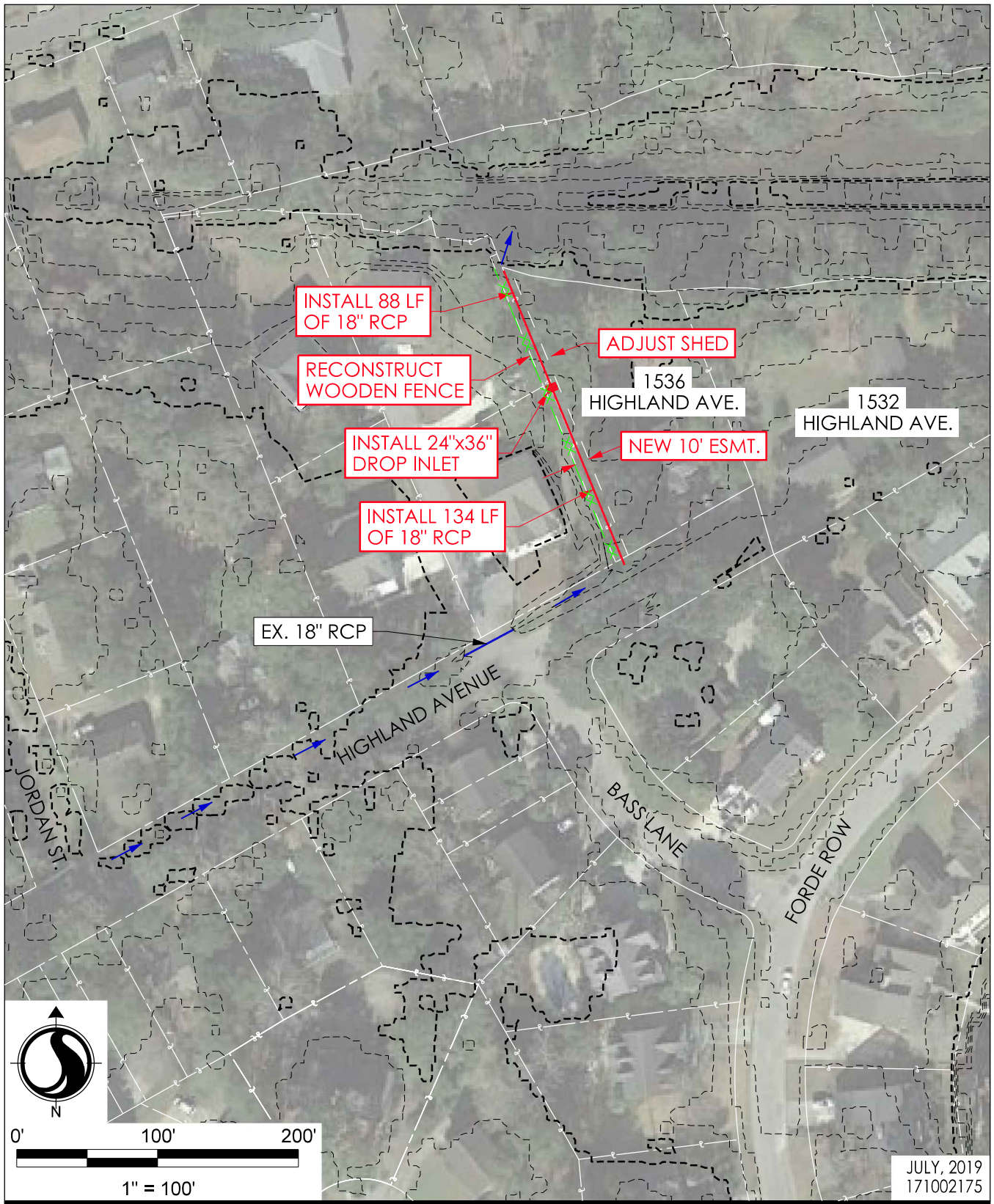
Figure 2 – Shed on 1536 Highland Avenue will require adjusting for Option 1.

Routine cleaning of the boxes, pipes, and ditches will need to occur to ensure long term functionality of the system.

Opinion of Probable Cost

Option 1: \$130,000

Option 2: \$123,000



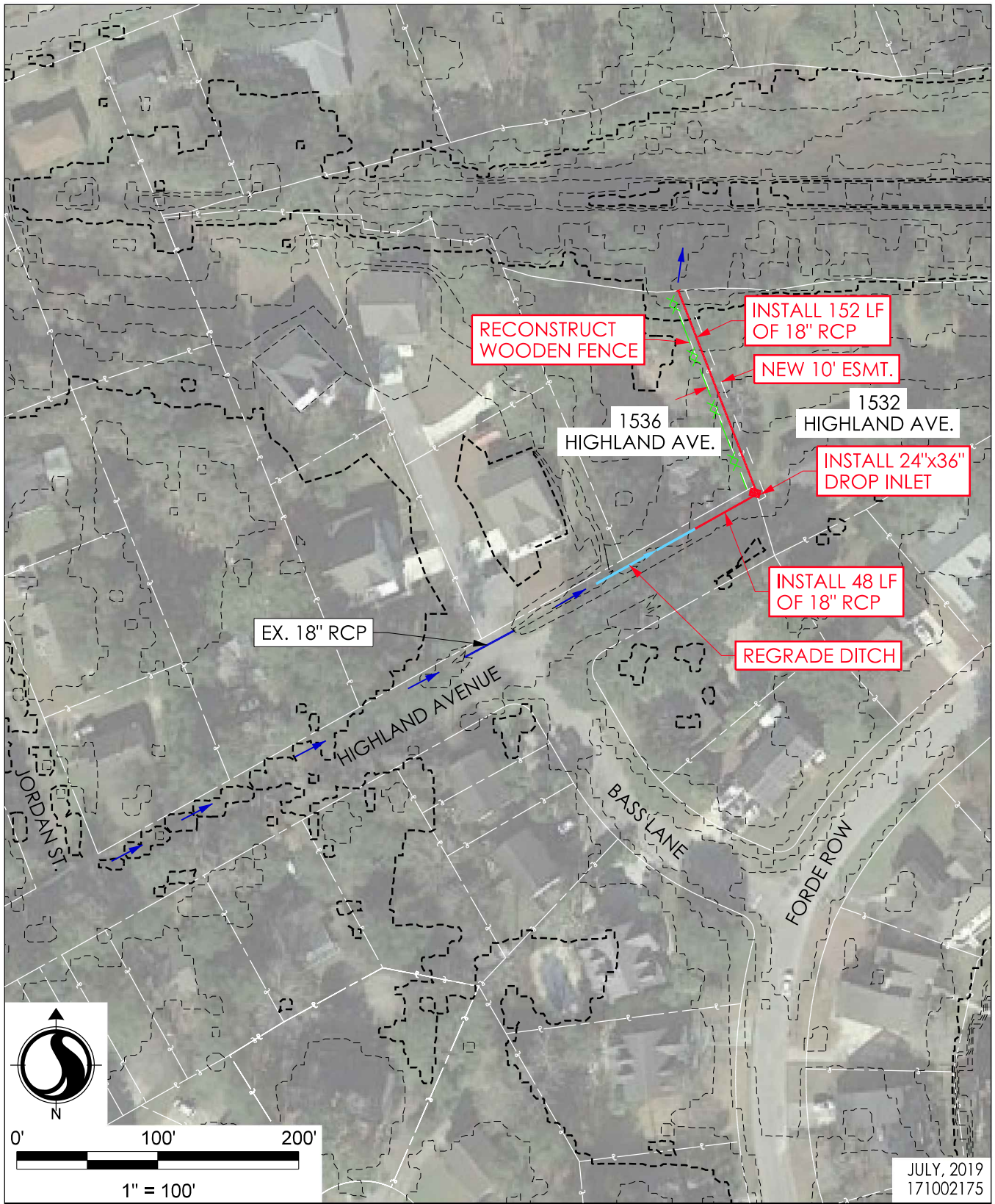
4969 Centre Pointe Drive, Suite 200
 North Charleston, SC 29418
 www.stantec.com

LEGEND
 — EXISTING PIPE
 — PROPOSED PIPE

Client/Project:
 TOWN OF JAMES ISLAND
 HIGHLAND AVENUE
 DRAINAGE ASSESSMENT

Figure No.
 1

Title
 OPTION 1



4969 Centre Pointe Drive, Suite 200
 North Charleston, SC 29418
 www.stantec.com

LEGEND
 — EXISTING PIPE
 — PROPOSED PIPE

Client/Project:
 TOWN OF JAMES ISLAND
 HIGHLAND AVENUE
 DRAINAGE ASSESSMENT

Figure No.
 2

Title
 OPTION 2

JULY, 2019
 171002175



Stantec Consulting Services Inc.
 4969 Centre Pointe Drive Suite 200
 North Charleston SC 29418-6952
 Tel: (843) 740-7700
 Fax: (843) 740-7707

Highland Avenue Drainage Assessment
 Option 1
 Engineer's Opinion of Probable Construction Cost
 7/29/2019

SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	NET PRICE
1031000	MOBILIZATION	1.000	LS	\$15,000.00	\$15,000.00
1032010	BONDS AND INSURANCE	1.000	LS	\$4,000.00	\$4,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.000	EA	\$2,000.00	\$2,000.00
1071000	TRAFFIC CONTROL	1.000	LS	\$4,000.00	\$4,000.00
2031200	SITE EXCAVATION	1.000	LS	\$20,000.00	\$20,000.00
7143618	18" SMOOTH WALL PIPE	222.000	LF	\$100.00	\$22,200.00
7192020	DROP INLET(24" X 36")	1.000	EA	\$3,000.00	\$3,000.00
7199100	BEVELING OF PIPE END	1.000	EA	\$1,000.00	\$1,000.00
8041020	RIP-RAP (CLASS B)	12.000	TON	\$110.00	\$1,320.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE B	15.000	SY	\$10.00	\$150.00
8071000	RESET FENCE	230.000	LF	\$50.00	\$11,500.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	0.050	ACRE	\$20,000.00	\$1,000.00
8153000	SILT FENCE	500.000	LF	\$5.00	\$2,500.00
-	ADJUST SHED	1.000	LS	\$20,000.00	\$20,000.00
				SUBTOTAL =	\$108,000.00
				CONTINGENCIES AT 20% =	\$22,000.00
				TOTAL CONSTRUCTION COST =	\$130,000.00

NOTES:

1. COST INCLUDES CONSTRUCTION COST ONLY. IT EXCLUDES PERMITTING, RIGHT-OF-WAY, UTILITY RELOCATIONS, AND CONSTRUCTION ADMINISTRATION COSTS.



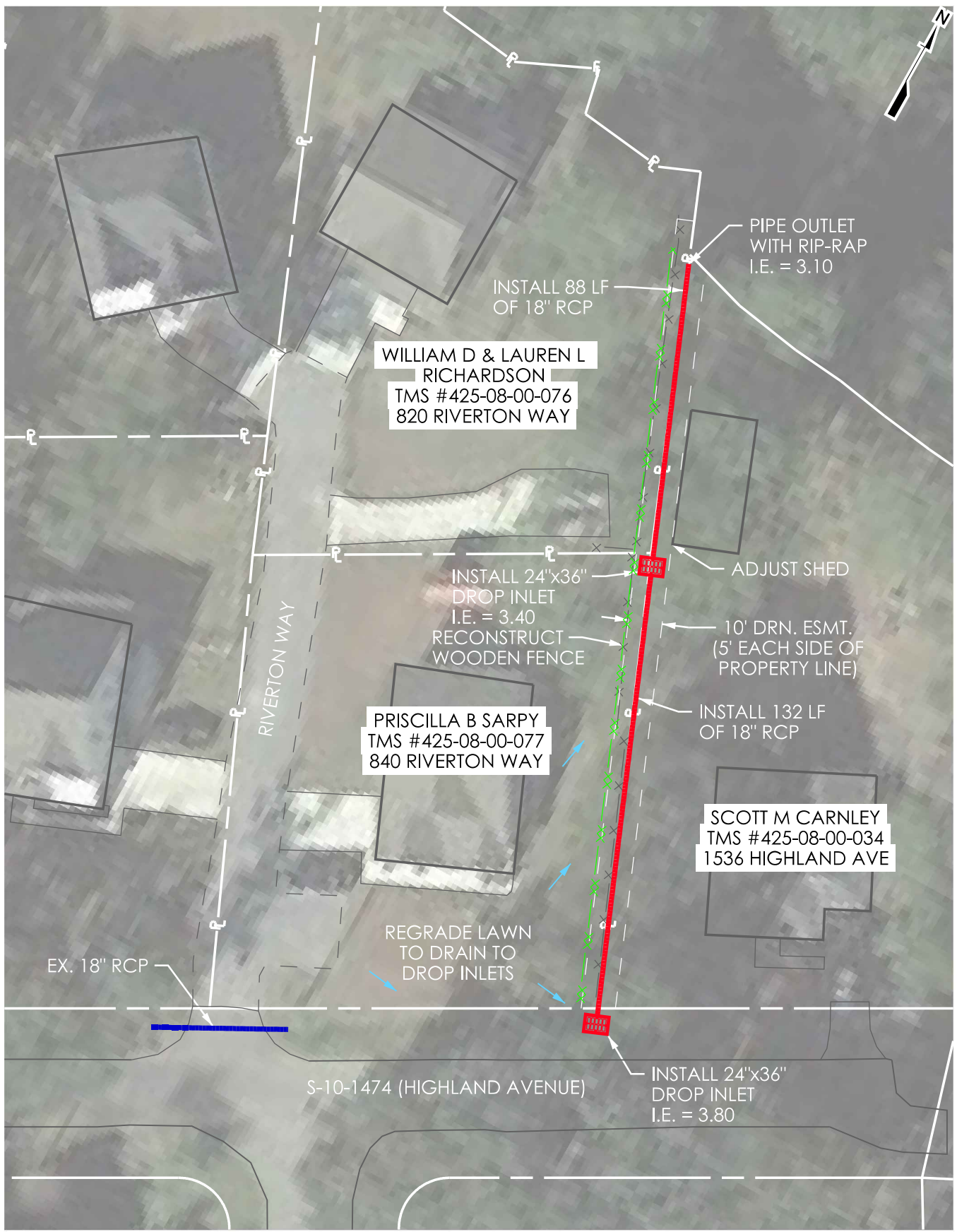
Stantec Consulting Services Inc.
 4969 Centre Pointe Drive Suite 200
 North Charleston SC 29418-6952
 Tel: (843) 740-7700
 Fax: (843) 740-7707

Highland Avenue Drainage Assessment
 Option 2
 Engineer's Opinion of Probable Construction Cost
 7/29/2019

SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	NET PRICE
1031000	MOBILIZATION	1.000	LS	\$20,000.00	\$20,000.00
1032010	BONDS AND INSURANCE	1.000	LS	\$4,000.00	\$4,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.000	EA	\$2,500.00	\$2,500.00
1071000	TRAFFIC CONTROL	1.000	LS	\$6,000.00	\$6,000.00
2025000	REM.&DISP.OF EXIST ASPH. PVMT.	15.000	SY	\$75.00	\$1,125.00
2031200	SITE EXCAVATION	1.000	LS	\$20,000.00	\$20,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	8.000	TON	\$600.00	\$4,800.00
4011004	LIQUID ASPHALT BINDER PG64-22	0.600	TON	\$1,000.00	\$600.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	2.000	TON	\$800.00	\$1,600.00
4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C	2.000	TON	\$800.00	\$1,600.00
7143618	18" SMOOTH WALL PIPE	222.000	LF	\$100.00	\$22,200.00
7192020	DROP INLET(24" X 36")	1.000	EA	\$3,000.00	\$3,000.00
7199100	BEVELING OF PIPE END	1.000	EA	\$1,000.00	\$1,000.00
8041020	RIP-RAP (CLASS B)	12.000	TON	\$110.00	\$1,320.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE B	15.000	SY	\$10.00	\$150.00
8071000	RESET FENCE	150.000	LF	\$50.00	\$7,500.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	0.060	ACRE	\$20,000.00	\$1,200.00
8153000	SILT FENCE	500.000	LF	\$5.00	\$2,500.00
				SUBTOTAL =	\$102,000.00
				CONTINGENCIES AT 20% =	\$21,000.00
				TOTAL CONSTRUCTION COST =	\$123,000.00

NOTES:

1. COST INCLUDES CONSTRUCTION COST ONLY. IT EXCLUDES PERMITTING, RIGHT-OF-WAY, UTILITY RELOCATIONS, AND CONSTRUCTION ADMINISTRATION COSTS.



WILLIAM D & LAUREN L
RICHARDSON
TMS #425-08-00-076
820 RIVERTON WAY

PRISCILLA B SARPY
TMS #425-08-00-077
840 RIVERTON WAY

SCOTT M CARNLEY
TMS #425-08-00-034
1536 HIGHLAND AVE

EX. 18" RCP

REGRADE LAWN
TO DRAIN TO
DROP INLETS

S-10-1474 (HIGHLAND AVENUE)



HIGHLAND AVE. DRAINAGE IMPROVEMENTS
JAMES ISLAND, SOUTH CAROLINA



SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

Hurricane Irma (FEMA-4346-DR-SC)
Project 0017 R- James Island- Becker Acquisition Project Approval-Corrected
Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient") and James Island (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on October 16, 2017, the Federal Emergency Management Agency (hereinafter referred to as "FEMA") issued a federal disaster declaration designated FEMA-4346-DR-SC for the State of South Carolina as a result of Hurricane Irma

WHEREAS, FEMA as a result of the disaster declaration made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

WHEREAS, the federal share is limited to 75% of eligible expenditures, and the Subrecipient shall provide from Subrecipient's funds the other 25% of eligible expenditures of the total eligible costs; and

The estimated cost of this project is \$563,840 to be cost shared \$422,880 federal and \$140,960 local.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Activity" is defined as stated in 44 CFR 206.431.
- b) "Allowable costs" are defined as stated in 44 CFR 206.439.
- c) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in Sections 404 and 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C § 5121-5207 (Stafford Act) as amended by

the Disaster Recovery Reform Act of 2018 (P.L. 115-254, sections 1201-1246), in accordance with 44 CFR § 206.434 and applicable policies of FEMA.

- d) "FEMA-State Agreement" is the agreement dated October 20, 2017 between FEMA and the State of South Carolina, for a presidential emergency declaration designated FEMA-4346-DR-SC.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated May 31, 2018 and all associated documents, correspondence, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.
- b) The Subrecipient will use relevant consensus-based codes, specifications, and standards that incorporate hazard-resistant design and practices in carrying out project work under this grant.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement, the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility.

4) DUPLICATION OF BENEFITS PROHIBITION

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.

- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for mitigation measures identified in the HMGP Application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” that the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient also shall reimburse the Recipient if the Subrecipient receives duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.
- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) ENVIRONMENTAL PLANNING AND PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP application in a manner acceptable to Recipient and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary, and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient together with any and all accrued interest.
- b) Documentation must include supporting documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that work has been performed within the scope of work specified in the HMGP Application. Costs of work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

- a) HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8) REIMBURSEMENT OF SUBGRANTEE COSTS

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
 - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants web site (www.screcoverygrants.org).
 - ii) A Request for Reimbursement (RFR) must be submitted via SCRecoveryGrants website at least quarterly for work that was completed and paid for in that quarter.
 - iii) The Subrecipient must submit documentation to demonstrate that costs were allowable and reasonable and incurred during the authorized project period.
 - (1) Acceptable documentation includes but is not limited to procurement and contract documents, change orders, copies of original paid invoices, canceled checks (front and back), purchase orders, bank statements (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
 - (2) Supporting documentation must comply with the requirements in 2 CFR Part 200.
 - (3) Expenses must be for work included in the scope of work section of the Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document although they may provide a helpful overview of expenses.
 - iv) For construction projects, no more than 75 percent of the total Federal share will be reimbursed to the Subrecipient until the project has been completed and a site inspection conducted, except upon written request and justification by the Subrecipient to the Recipient via SCRecoveryGrants.org.
 - v) The Subrecipient shall submit a final invoice within sixty (60) days after the expiration date of this Agreement.
 - vi) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in paragraph 21 of this Agreement.
 - vii) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budget, the State Chief Financial Officer, or as stated under paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

9) FINAL PAYMENT

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
 - i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
 - ii) Subrecipient shall have submitted documentation substantiating costs incurred in compliance with this agreement, grant requirements, and federal regulations and completion of work;
 - iii) Recipient shall have performed a final inspection;
 - iv) The project listing and certification shall have been reviewed by Recipient;
 - v) Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's (the State's) final project.
- b) Access to records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

11) RECOVERY OF FUNDS

- a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

12) REPAYMENT BY SUBRECIPIENT

- a) All refunds or repayments due to the Recipient under this Agreement are to be made

payable to the order of "South Carolina Emergency Management Division" and mailed to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 11, Chapter 13, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

13) AUDIT

- a) If the Subrecipient expends more \$750,000 in federal grant funds during its fiscal year, it shall provide for an annual audit for that fiscal year. The audit will be conducted in accordance with 2 CFR Part 200.501, any federal or state legal requirements, and policy, procedure, or guidance issued by the Recipient.
- b) Audit resolution instructions shall be prescribed by the Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
 - i) Two copies of the Audit Report;
 - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii) Any unobligated fund balance due as a result of audit adjustments;
 - iv) A response to management letter findings and recommendations;
 - v) A response to all questioned costs relating to this Grant and;
 - vi) Any other adjustments, explanations, or information that may be pertinent to the Grant.
- d) If the Subrecipient fails to provide the items listed in part 13a) and 13c) of this agreement, the Recipient may halt reimbursements or deobligate funds until the information is provided.
- e) Recipient may require Subrecipient to undertake such further or additional audits as determined necessary or appropriate including but not limited to past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
- f) If this Agreement is closed out without an audit, Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

14) NONCOMPLIANCE

- a) If the Subrecipient violates this Agreement or any statute, rule, or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold disbursement(s) otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or any remedies that may otherwise be available.

15) MODIFICATION

- a) The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

16) TIME FOR PERFORMANCE

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all awards under this grant will begin on October 16, 2017 and end October 16, 2021.
- b) Time extensions are a modification and, in accordance with Item 15 of this Agreement, time extension requests must be submitted in writing. If an extension request is denied by the Recipient or FEMA or not sought by the Subrecipient, Subrecipient shall be reimbursed only for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.
- d) For phased projects only:
 - i) The Subrecipient shall provide all phase one deliverables no later than one year after the date of award shown on the award letter provided by FEMA. If extenuating circumstances beyond the control of the Subrecipient prevent timely completion of phase one deliverables, Subrecipient shall submit a time extension request no later than sixty (60) days prior to the expiration of the initial one-year period for completion. The time extension request must be made in writing with a detailed justification for delay, the current status of the work, a timeline for completion of remaining elements, and a projected completion date. Failure to submit a timely request for an extension may result in denial of the extension, loss of funding for the project, or the imposition of other specific conditions or remedies for noncompliance as needed to fulfill the Recipient's obligations under the Award as described in 44 C.F.R. § 206.438(a), 2 C.F.R. Part 200, and the FEMA-State Agreement.

17) CONTRACTS WITH OTHERS

- a) If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient also shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b) To the extent that the Subrecipient has outstanding or uncompleted contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

18) MONITORING

- a) The Subrecipient shall monitor its performance under this Agreement as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement to ensure that performance under this Agreement is satisfactorily conducted and in compliance with applicable state and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include but are not limited to on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

19) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 - i. Any representation by Subrecipient in this Agreement that is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion or is unable or unwilling to meet its obligations under this Agreement;
 - ii. Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect as compared to its financial condition as represented in any reports or other documents submitted to Recipient if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
 - iii. Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office including the State Legislature.

- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii) Commence a legal action for the judicial enforcement of this Agreement;
 - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv) Take other remedial actions that may otherwise be available under law.
- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- e) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that agency.

20) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the

parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

21) REPORTS AND INSPECTIONS

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via www.screcoverygrants.org.
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

22) EQUIPMENT

- a) If the Subrecipient purchases equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two (2) years.
- c) Subrecipient must abide by the maintenance plan included in its HMGP Application.
- d) Subrecipient must comply with equipment disposition requirements as set forth in 2 CFR 200.313.

Date _____

[Subrecipient's Federal Employer Identification No. (FEIN): 30-0100723

[Subrecipient's Data Universal Numbering System (DUNS): 828952916

HMGP 4346-0017-R James Island- Becker Acquisition Project Approval-Corrected

EXHIBIT A

Project Summary

Project Title: Becker Acquisition Project Approval-Corrected

Grant #: FEMA-4346-DR-SC Project 0017

Award Date: March 6, 2020

Total Project Cost	\$563,840	[100%]
Total Federal Share	\$422,880	[75%]
Total Non-Federal Share	\$140,960	[25%]

Brief Project Description:

The following is the approved Scope of Work (SOW) for the above referenced project: James Island is proposing to acquire and demolish 1 property in the Special Flood Hazard Area (SFHA) in order to reduce future impacts from all flooding. The property will be returned to greenspace and will be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions.

Project location:

670 N. Stiles Dr, James Island, SC 29412

THOMAS & HUTTON

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

May 12, 2020

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

Re: Town of James Island GIS and
geothinQ Services
Letter Agreement for Services

Dear Ms. Kellahan and Mr. Johnson:

Thank you for requesting our geothinQ and GIS Consulting services for the Town of James Island.

Thomas & Hutton will work with the Town of James Island to expand the Town's existing geothinQ application to better serve as a stormwater (SW) asset management tool. The expansion will allow the Public Works Department to: collect data on the conditions of the stormwater system; add new features to the inventory as they are built, discovered, or modified; track scheduled maintenance; and manage work orders.

Our services will consist of five phases, described below. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

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

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
Stormwater Inventory		
Combine SW Data and Add Additional Fields	Flat Fee	\$ 9,000.00
Creating SW System Maintenance Schedule	Flat Fee	\$ 5,000.00
Stormwater Inventory Module		
Create SW Work Order Layer	Flat Fee	\$ 500.00
Build SW Scheduled Maintenance Forms	Flat Fee	\$ 7,500.00

Owner's Initials



Consultant's Initials

Ms. Ashley Kellahan
Mr. Mark Johnson
Town of James Island
Letter Agreement for Services
May 12, 2020
Page 2

geothinQ License

geothinQ Custom and SW Management Module	Annual Fee	\$ 25,000.00
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Support

General Support	Time & Expense Budget	\$ 3,000.00
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The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost.

This proposal between Town of James Island ("Owner" or "Town"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services on a Time & Expense Basis 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.

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 June 30, 2020, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

_____ **Owner's Initials**

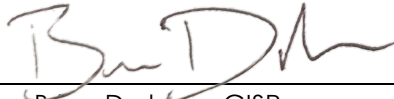
BD _____ **Consultant's Initials**

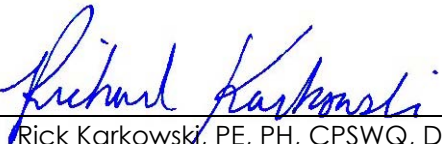
Ms. Ashley Kellahan
Mr. Mark Johnson
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The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By  _____
Brian Durham, GISP
GIS Manager

By  _____
Rick Karkowski, PE, PH, CPSWQ, D.WRE
Principal/Water Resources Manager

BD/ala

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

TOWN OF JAMES ISLAND

ACCEPTED: _____, 2020

By _____

TITLE

Owner's Initials
 Consultant's Initials

1. **SCOPE OF SERVICES**

A. **Stormwater Inventory**

1. **Combine Stormwater Data and Add Additional Fields**

Thomas & Hutton created an approximate inventory of the James Island stormwater system in 2019 using the existing City of Charleston and Charleston County GIS datasets. The inventory will be limited to the Town of James Island corporate limits and an appropriate buffer around it. Stormwater system data within "doughnut" holes (either County or City) will be included in the inventory (as available). This inventory will be used as a starting point for the Town of James Island's stormwater dataset. No field verification or additional data collection will be part of building the inventory. This dataset will be added to a secure database, giving Town staff the ability to edit the existing inventory and add new features to the inventory in geothinQ as they are discovered, built, or modified.

Thomas & Hutton will coordinate with the Town to determine what fields to include and what are acceptable entries within those fields. Fields envisioned include asset condition, date of last inspection, date of last maintenance, inspection frequency, maintenance frequencies, etc. It is anticipated that approximately 15 additional fields may be added to the database.

Thomas & Hutton, using available GIS data from Charleston County, will develop and populate an "Owner" field (i.e. Town, City, County, SCDOT, private, unknown). This will be a "best determination" based on County road ownership and County easement data. No detailed research into property ownership, easement plats, etc. will be undertaken for this assignment. The 'Owner' field will be easily editable by Town staff for refinement in the future.

2. **Stormwater System Inspection and Maintenance Schedule**

Thomas & Hutton, working with the Town, will develop a general preferred inspection and maintenance schedule for various types of stormwater infrastructure – i.e. inlets, manholes, pipes, roadside swales/pipes, ditches, channels, etc. The inspection and maintenance preferred schedule will be documented in a table linked to the database (to allow for future global modifications, if needed). The preferred schedule will be incorporated into the database so that every Town-owned stormwater asset has unique fields associated with the inspection and maintenance of that asset. Certain assets may be "flagged" as known trouble spots and a specialized inspection and maintenance schedule applied.

Owner's Initials

BT

Consultant's Initials

Thomas & Hutton will coordinate with the Town to determine the "starting" dates of the inspections and maintenance to produce an implementable program.

B. Town of James Island geothinQ Stormwater Inventory Module

The geothinQ team will work with the Town to build a Module for creating and completing work orders, maintenance records, and condition assessments.

1. Create Stormwater Work Order Layer

Town staff are currently tracking stormwater work orders in a desktop spreadsheet. geothinQ will give Town staff the ability to view, create, modify, and complete work orders in real-time.

Town staff will be able to create new work orders based on an address or by selecting a point on the map.

Staff will have the option to assign a level of importance to each work order to prioritize work.

Staff will be able to utilize geothinQ in the field by recording work performed to close out work orders.

All staff will be able to view historical work orders completed throughout the Town. By viewing the frequency and location of work orders, patterns or 'hot spots' may emerge. This may be another tool used to plan capital improvement projects.

2. Build Stormwater Scheduled Maintenance Forms

geothinQ will give Town staff the ability to create, modify, and complete scheduled maintenance for stormwater assets in real time.

Similar to work orders, Staff will be able to view scheduled maintenance for each feature in the stormwater system.

When maintenance on an asset in the system is completed, staff will complete a brief form live in geothinQ documenting the work.

All Town staff will be able to click each feature in geothinQ to view the maintenance history of each asset that has been recorded in geothinQ.

C. geothinQ Licensing

1. Town of James Island geothinQ Custom and Stormwater Inventory Management Module

geothinQ will continue to house and maintain the Town of James Island geothinQ Custom application and the Stormwater Inventory Management Module for up to 20 users. This license fee will replace the Town's existing geothinQ subscription.

- Data storage for file and document sharing up to 25 Gigabytes (GB) is free.
- Data transfer for file and document sharing up to 100 GB per month is free.

D. Support

1. General Support

As requested by Town staff, Thomas & Hutton's GIS team will assist with additional data processing or analysis tasks. This task will be only be used if requests are made by the Town of James Island.

2. PERIODS OF SERVICE

A. GIS Phases

Consultant will commence work within 30 calendar days. The period of this contract is 180 calendar days.

Owner's Initials

 Consultant's Initials



Town of James Island

Memo

To: Mayor and Town Council
From: Ashley Kellahan, TA
Date: May 6, 2020
Re: Groundskeeping at Brantley Park

- Per our IGA with the City of Charleston, the Town is responsible for maintaining Brantley Park to include groundskeeping.
- Routine maintenance quote for mowing and underbrushing from Natural Directions (one of procured firms) is \$200 per visit. Recommend bi-monthly during growing season, and once a month during winter months.
- Estimated Annual cost is \$1,900.
- See attached quote.



Natural Directions
628 Orangeburg Rd.
Summerville, SC 29483

Proposal #12813
Created: 05/05/2020
From: Donald E. Skinner.

Proposal For

Town of James Island

Ashley Kellahan
1238-B Camp Road
James Island, SC 29412

akellahan@jamesislandsc.us

Location

Brantley Dr
Charleston, SC 29412

Brantley Park

Terms
Net 30

ITEM DESCRIPTION	AMOUNT
------------------	--------

1) Mowing/Underbrushing Mow and wead eat lot for high weeds and grass.	\$ 200.00
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Client Notes

The scope of this work is to cut the grass around this lot to improve the aesthetics. This is not to achieve a manacured lot.

We will only be cutting the high grass and weeds.

No vines or branches will be cut. No under brushing of woody debris is included.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Natural Directions, LLC may, in event of default, seek reimbursement for all costs associated with collection including reasonable attorney's fees. The parties agree that any controversies or disputes arising out of their contract with Natural Directions, LLC shall be governed by and construed in accordance with the jurisdiction of the courts of South Carolina and specifically Charleston County.

TOTAL	\$ 200.00
--------------	------------------

Signature

x

Date:

Please sign here to accept the terms and conditions

Contacts

Ashley Kellahan
843-860-3055
akellahan@jamesislandsc.us

Assigned To

LC1
crew4@naturaldirectionssc.com

Sales Reps

Donald E. Skinner.
Mobile: 8432961581
dskinner@naturaldirectionssc.com

Photos



1) Mowing/Underbrushing



1) Mowing/Underbrushing



ID	DESCRIPTION	COLOR
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Section (A) Office Information

Office Number	Office Name	Phone #	Date
			03/12/2020

Section (B) Billing Information

Company Name	Town of James Island		
DBA			
Billing Address	1122 DILLS BLUFF RD		
City State Zip+4	CHARLESTON	SC	29412-6306
Contact Name	Merrell Roe	Phone	(843) 795-4141
Contact Title		Fax	
Email Address	more@jamesislandec.us	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	Town of James Island		
Installation Address	1122 DILLS BLUFF RD		
City State Zip+4	CHARLESTON	SC	29412-6306
Contact Name	Merrell Roe	Phone	(843) 795-4141
Contact Title		Fax	
Email Address	more@jamesislandec.us		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3-P5	IX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

Section (E) Lease Payment Information & Schedule

Tax Status: <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input checked="" type="checkbox"/> Standard	Number of Months		Monthly Payment (Plus applicable taxes)
	First	63	\$85.46
	Current Lease Number:		
	<input type="checkbox"/> ACH (Customer to submit authorization form)		

Section (F) Postage Meter & Postage Funding Information

Meter Model	IX3AI	Machine Model	IX3-P5
Postage Funding Method:		Postage Funding Account:	
<input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form)		<input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing	
		Existing Account Number:	

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input checked="" type="checkbox"/> NeoShip PLUS (EP70PLUS)
<input checked="" type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless Initial here _____.

This document consists of a Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Dealer-V1-2020), which are also available at www.quadient.com/Commercial-Equipment-Lease-Terms-USPS-Dealer-V1-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____ Print Name and Title _____ Date Accepted _____

Accepted by Quadient inc. and its Affiliates _____ Date Accepted _____

February 24, 2020

Mark,

Thank you for the opportunity to submit a bid to provide janitorial services for The Town of James Island

Should Zeb's Quality Cleaning, Inc., be awarded this bid, we will strive to meet all of your cleaning needs and your comments or suggestions will always be welcomed.

If you have any questions, please feel free to contact me at 843-572-5599 or 843-452-7870.

Thanks again and I look forward to hearing from you soon.



Sincerely, Joe

Joseph O. Harrison
President
Zeb's Quality Cleaning, Inc

JH

Company Introduction

Our Mission: To provide consistent quality service to area businesses and residences.

Our Vision: Quality cleaning – done well, done right!

Zeb's Quality Cleaning, Inc. (ZQC) has been serving South Carolina since 1986. Its mission is to offer customers a total package of cleaning services delivered by a conscientious team of trained employees. ZQC offers 27 Years of experience, employees who care, full-service janitorial, floor maintenance, and carpet/upholstery cleaning. Zeb's is bonded and insured, OSHA Compliant, conducts quality assurance inspections, and provides in-service training for all employees.

ZQC delivers the highest quality carpet cleaning, shampooing, and water extraction services to its customers. The life of residential or commercial carpets can be greatly extended with proper cleaning and maintenance. Services to include residential and commercial carpet cleaning, water damage restoration, carpet cleaning through hot water extraction on a truck mounted unit, scotch guarding, upholstery cleaning and deodorizing.

Regular foot traffic and environmental factors continuously bring pollutants into contact with floors. The floor coating can attract dirt and dust that embeds into the top surface and may not come off with mopping or regular cleaning alone. With regular maintenance, ZQC can keep floors looking great and preserve their resilience and brilliance. Commercial floor maintenance includes stripping and waxing of a variety of surfaces, customized floor maintenance programs, and tile and grout cleaning.

Whether you require one-time only, daily, weekly or monthly janitorial service, Zeb's can be relied upon to provide quality services. All cleaning services are performed to the highest quality industry standards. Janitorial services performed include commercial cleaning, medical facilities (surgery centers, hospitals, doctors offices), construction clean up, and industrial cleaning.

Terms of Agreement

Zeb's Quality Cleaning, Inc., will perform all services required in the "Cleaning for Corps Building" scope of work and provide all labor, supervision, and equipment necessary to provide scope of services except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control. Zeb's Quality Cleaning, Inc., will provide employees covered by Workers' Compensation, Public Liability, and Property Damage Insurance. A Certificate of Insurance is available upon request by Client.

Zeb's Quality Cleaning, Inc., will give the CLIENT at least sixty (60) day notice of any price change for services rendered hereunder and **the CLIENT will notify Zeb's Quality Cleaning, Inc., of any changes in the use of the areas covered by this agreement and any additions to or changes in the furnishings of floor, wall or ceiling surfaces forming a part of the CLIENT'S PREMISES.**

Zeb's Quality Cleaning, Inc. shall (upon request from Client) conduct criminal background screenings on all employees who provide cleaning services for CLIENT and sign the attached Business Associate Agreement. Client may reasonably request the removal of any Zeb's Quality Cleaning, Inc., employee provided the request is not a violation of any law. Zeb's Quality Cleaning, Inc. shall be responsible for all actions of its employees.

This agreement shall continue in effect for **1 year** from the date services are to begin. Notwithstanding the foregoing, CLIENT may terminate this agreement at anytime without cause upon (30) days prior written notice.

Cost Agreement

Zeb's Quality Cleaning, Inc. will provide janitorial services (as defined under Daily Services) (3) Three day(s) per week starting on: _____ In return, the customer **The Town of James Island** will agree to pay **Zeb's Quality Cleaning, Inc.**, the amount of: **\$350.00** per month. Services will be invoiced the 1st of each service month with terms of net 30.

Work Location: Picnic Pavilion-461 Fort Johnson Rd.

Floor Care Services

	*(Initial)
*Initial Strip, wax & buff VCT Flooring	<u>NA</u>
*Machine scrub ceramic tile flooring	\$ <u>NA</u>
Carpet Steam Cleaning Offices-Upon Request	\$ <u>NA</u>



Mayor Bill Woolsey and
James Island Town Council
Town Hall
1122 Dills Bluff Road
James Island, SC 29412

April 27, 2020

Dear Mayor Woolsey and Council Members:

Pet Helpers Adoption Center and Spay/Neuter Clinic is incredibly grateful for the ongoing support it receives from the Town of James Island administration, and its residents. Together, we have worked to make James Island a safer place for animals, and to find resolution for abandoned and stray animals, and to provide resources for pet owners in the community.

Pet Helpers is a private 501(c)3 organization that relies primarily on donations from individuals, businesses, and community partners for funding. While we are still offering pet food bank and adoption services curbside, and taking calls for help from the public and our municipal partners like James Island, the fact remains that we may be unable to do so without continued financial support.

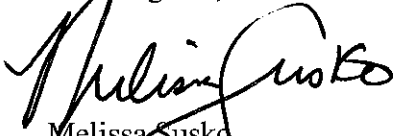
Pet Helpers is facing a significant economic impact from the COVID-19 pandemic. In mid-March, Pet Helpers implemented a response plan that involved closing both the adoption center and clinic to the public, and reducing staff by 50% to only essential animal care and administrative employees. The clinic has been closed until further notice; all volunteer work, and community engagement and fundraising events have been cancelled through the foreseeable future. Although we have dedicated donors, the future of fundraising and program-driven revenue remains uncertain without knowing what the “new normal” will entail, and as the state and national pandemic response continues to evolve.

As we continue with limited operations, Pet Helpers is preparing for “kitten season,” the time of year when we are inundated with requests from the community to take in abandoned and stray cats and kittens, and even abandoned and stray puppies. Caring for these young animals is expensive, but necessary to maintaining animal population health and reducing the amount of stray animals in our area. Through the Dixie Emergency Medical Fund, we will be able to care for these animals but face the challenge of replenishing the fund as well as fundraising for general operations and other programs.

It is our hope that your governance will consider response funding for Pet Helpers as we continue to be a partner for the Town of James Island, and work towards the goal of reopening to the public.

If you have any questions, or would like to learn more about Pet Helpers response to COVID-19, please do not hesitate to contact me directly at Msusko@pethelpers.org or call 843-531-6164

Best Regards,



Melissa Susko
Executive Director

ADOPT FOSTER VOLUNTEER DONATE

MEMORANDUM

May 12, 2020

To: The Honorable Bill Woolsey
Chair
Rethink Folly Road Steering Committee

From: Ernie Boughman, AICP
Director of Operations, Southeastern U.S.

Project: Rethink Folly Road Program Management – Hotel/Motel Benefits and Challenges

Dear Mayor Woolsey:

Per the request of the Rethink Folly Road Steering Committee, Toole Design has assembled this memorandum to present the benefits and challenges associated with allowing hotel/motel uses within the Commercial Core area of the Folly Road corridor. This memorandum does not present a value proposition “for” or “against” hotel/motel uses, but, rather, it provides information that can assist local leaders in making informed land use regulation decisions. The benefits and challenges presented here are not intended to be an exhaustive list.

It should be noted that a major goal of the Rethink Folly Road Corridor Study (the Plan) was to encourage the improvement and redevelopment of the corridor; therefore, the success of the Plan hinges on redevelopment occurring. While the request for this memorandum was specific to hotel/motel uses, many of the benefits and challenges presented here are applicable to any type of development/redevelopment.

BENEFITS

- **New Development** – On a mature corridor like Folly Road, new development is in and of itself a benefit. With most development along Folly Road having been constructed many years ago, it is exciting to see new investment occurring along the corridor. If redevelopment replaces an older, possibly derelict development, then an improvement in aesthetics and character is achieved. The redevelopment of an existing site will inspire renewed community enthusiasm through the anticipation of what is coming.
- **Spinoff Development** – Most developments create some level of “spinoff” development that can be directly or indirectly attributed to the original development. Low quality land uses will breed more low quality land uses, while high quality ones will result in more high quality development. When a property is redeveloped, it is common to see an increase in reinvestment and pride by surrounding property owners. It also results in an improved property value for the redeveloped property, which can trickle out to surrounding properties as well. Hotels, in particular, generate new dining and retail establishments to support the needs of travelers.
- **Completing Shared Use Path Sections** – When new development/redevelopment occurs, portions of the planned shared use path network will be completed. While completion of the shared use path along

existing developments falls to local governments to achieve and includes the challenge of easements and/or right-of-way acquisition, developers are responsible for completing the shared use path along their frontage as part of the development/redevelopment of their property.

- **After-Hours Activity** – One of the major intents of the Plan is to make the Folly Road corridor an active and inviting place 24 hours a day, 7 days a week. For this to happen, people need to be utilizing the corridor beyond weekday business hours. Many land use types can contribute to a 24/7 environment, including retail, restaurant, entertainment, hotel, and residential uses. In particular, hotels generate a somewhat “captive” audience, in that travelers are not often familiar with an area and will stick close to their place of lodging for shopping and dining needs. Additionally, as the shared use path network is realized, it will provide opportunities for travelers to easily walk between their hotel and nearby goods and services.
- **Discretionary Spending** – Generally, business and leisure travelers have discretionary dollars to spend while traveling. Providing travelers the opportunity to stay at a hotel along Folly Road will bring that discretionary spending to the corridor. Through this, a synergistic relationship between businesses along the corridor will be fostered.
- **Eyes on the Street** – Any development that brings more people to the corridor for legitimate reasons will decrease the attractiveness of the corridor for illegitimate enterprises. Having more “eyes on the street” at all times of day and night will discourage criminal activity.
- **Revenue** – The improvement of any property will result in increased revenues for local governments. An improved or redeveloped property will result in higher property values and associated property taxes. Hotels will generate accommodations taxes. Also, there may be fees associated with the property (e.g., stormwater, road, etc.) that will benefit the community.

CHALLENGES

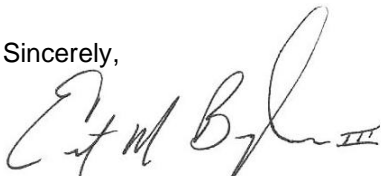
As the Commercial Core area of Folly Road is essentially built out, redevelopment of existing sites is anticipated to be the primary form of development in the Commercial Core. While redevelopment will result in challenges, it will also be governed by today’s site development and building regulations. Redevelopment will be required to meet current siting, parking, structural, water quality, stormwater, safety, appearance, and other codes and regulations, while existing development may not have been governed by any, or much less stringent, regulations. Therefore, it is very probable that redevelopment will result in a higher quality of development with lower comparative impacts (i.e., in considering the impacts of a redevelopment proposal, it should be compared to the impacts of the existing use to determine the delta between the two).

- **Trip Generation** – If the new use is of a higher intensity than the previous use, redevelopment will most likely generate more vehicular trips to/from the redeveloped property, which would result in more traffic on Folly Road. Within the Commercial Core area, a 100-room hotel would be expected to increase Folly Road’s peak hour traffic by less than 2%. Typically, a development is considered de minimis (i.e., insignificant) if it does not generate more than 10% of the peak hour traffic of the adjacent major street.
- **Water and Sewer Demand** – All land uses along Folly Road place a demand on local water and sewer systems. The South Carolina Department of Health and Environmental Control (SCDHEC) has requirements for sewer service based on development use type. For a hotel, SCDHEC’s required sewer capacity is 75 gallons per day (GPD) per room; for a 100-room hotel, a sewer capacity of 7,500 GPD would be needed. The expected water demand would be similar.

- **Impervious Surface** – All development has some level of impervious surface associated with it. The roof of any structure and the parking lot of the development would create impervious surfaces. It is estimated that one parking space would be required for each hotel room. Therefore, a 100-room hotel would require 100 parking spaces, resulting in approximately 25,000 square-feet of impervious area for parking. Any net new impervious area will produce more pollutant from the site; this would be mitigated by a water quality device, per local requirements.
- **Stormwater Management** – A stormwater treatment device would be required as part of any redevelopment to mitigate runoff from the site. Charleston County will have to monitor the stormwater facilities for maintenance and functionality throughout the life of the development; Charleston County will also be paid an annual stormwater utility fee from the developer and/or property owner.
- **Noise and Light** – Any redevelopment will have some level of noise and light impacts associated with it; typically, the more intense the use, the greater the impact. However, these impacts will be limited by local ordinances that dictate type, style, lumens, and spread of lighting, permitted uses, and siting, buffer, and screening requirements.
- **Police and Fire Service** – Police and fire service need to be available to all developments. Some developments place a higher demand on these services than others, and that is not directly related to the size of the property. (e.g., a 10-acre multifamily residential property will have a higher demand than a 10-acre single-family residence). Local governments should consider historical precedence from similar developments when estimating police and fire demand for a particular land use.

As always, we appreciate the opportunity to partner with the Rethink Folly Road Steering Committee. Please let me know if you have any questions.

Sincerely,



Ernie Boughman, AICP | Director of Operations, Southeast U.S.

TOOLE DESIGN

172 E Main Street, Suite 300 | Spartanburg, SC 29306

eboughman@tooledesign.com | 864.336.2276 x140

RESOLUTION #2020-09

A RESOLUTION IN SUPPORT OF TOWN REQUEST FOR
FY 2021 CHARLESTON COUNTY TRANSPORTATION (CTC) FUNDS – TRAFFIC
CALMING AT THE FT. JOHNSON AND LIGHTHOUSE BLVD INTERSECTION

WHEREAS, in July of 2019, Town Council passed Resolution 2019-14 in support of the installation of speed feedback signs at the curve at Fort Johnson Rd., near the entrance to the Lighthouse Point Neighborhood; and

WHEREAS, this intersection has long been a dangerous place for vehicular and pedestrian traffic to include six known crashes including one fatality within the past five years; and

WHEREAS, SCDOT in response to the Town's request replaced missing chevron signs and retroreflective strips to the posts and acknowledged they would consider allowing speed feedback signs under encroachment permit by the Town; and

WHEREAS, the Town engaged Weston & Sampson to investigate the feasibility and costs associated with such an installation and the estimated cost for the improvements is \$46,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE JAMES ISLAND TOWN COUNCIL THAT:

1. The Town of James Island respectfully requests \$34,500 in funding through the CTC Allocation Program for the installation of speed feedback signs at the Ft. Johnson and Lighthouse Blvd intersection. This request is the Town's First Priority for the 2021 Funding Cycle.
2. The Town of James Island commits to funding a 25% match in the amount of \$11,500 which is currently allocated the Town's Capital Improvement Budget.
3. This Resolution shall become effective upon its adoption and approval.

Adopted this 21st day of May, 2020

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk



Probable Construction Cost

Town of James Island - Lighthouse Rd Speed Readback Signs

May 15, 2020

Item	Item Description	Qty	Unit	Unit Cost	Sub-Total
GENERAL & EXISTING CONDITIONS					
	Bonds & Mobilization (3%)	1	LS	\$1,119.00	\$1,119.00
	General Conditions (2 weeks)	1	LS	\$5,160.00	\$5,160.00
	Traffic Control (2 weeks)	1	LS	\$2,500.00	\$2,500.00
SITE WORK					
	Speed Radar Signs	2	EA	\$ 3,500.00	\$ 7,000.00
	3" Conduit	120	LF	\$ 12.00	\$ 1,440.00
	Cable	120	LF	\$ 150.00	\$ 18,000.00
	Electrical Connections	1	LS	\$ 3,200.00	\$ 3,200.00
SUBTOTAL					
	Subtotal				\$38,419.00
CONTINGENCY					
	Owner Controlled Contingency (20%)				\$7,683.80
				TOTAL	\$46,102.80

RESOLUTION #2020-10

A RESOLUTION IN SUPPORT OF TOWN REQUEST FOR
FY 2021 CHARLESTON COUNTY TRANSPORTATION (CTC) FUNDS – DRAINAGE
IMPROVMENTS TO HIGHLAND AVE

WHEREAS, in June of 2019, the Town engaged Stantec Engineering to assess the drainage conditions along Highland Ave in response to resident concerns; and

WHEREAS, the analysis provided recommended the installation of approximately 222 feet of pipe system for the outfall at the eastern end of Highland Ave to alleviate flooding issues experienced for downstream properties; and

WHEREAS, the Town also engaged Primacq Right-of-Way Consultants to begin needed easement acquisition to make these recommended improvements which the Town will fund and secure before any drainage improvements are made; and

WHEREAS, the opinion of probable costs for the construction is \$130,000;

NOW, THEREFORE, BE IT RESOLVED BY THE JAMES ISLAND TOWN COUNCIL THAT:

1. The Town of James Island respectfully requests \$65,000 in funding through the CTC Allocation Program for the drainage improvements. This is the Town's second priority for the 2021 funding cycle.
2. The Town of James Island commits to funding a 25% match of the total construction cost in the amount of \$32,500 which is currently allocated the Town's Capital Improvement Budget.
3. The Town of James Island is currently working with the City of Charleston to provide the remaining 25% match of \$32,500.

Adopted this 21st day of May, 2020

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

Town of James Island

Emergency Ordinance pertaining to Electronic Meetings

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to 2019 Novel Coronavirus ("COVID-19") and declared that a State of Emergency exists in South Carolina; and

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending the suspension of large events and mass gatherings that consist of 50 people or more in order to slow the spread of COVID-19; and

WHEREAS, while it is imperative for local government to continue to operate during States of Emergency, it is equally imperative for local governments to take steps to minimize the need for large gatherings in order to protect public health and safety and the health and safety of local government officials and staff; and

WHEREAS, the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the "Act") defines a "Meeting" as "the convening of a quorum of the constituent membership of a public body, whether corporal or by means of electronic equipment, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power"; and

WHEREAS, due to the State of Emergency related to COVID-19, it is advisable to make provisions for the holding of electronic public meetings, while ensuring any electronic meeting fully complies with the open meeting requirements of the Act; and

WHEREAS, the South Carolina Freedom of Information Act (30-4-80) (A) allows that agenda items requiring final action may be added and considered upon two-thirds vote if the Town finds that an emergency exists,

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the city or county council present, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment; and

WHEREAS, it is determined that a public emergency affecting life, health, and safety does exist.

NOW THEREFORE, be it hereby ordained in this meeting of the Town Council, as follows:

Section 1. Standards for Electronic Meetings. All Town Council, Boards, Committees, Advisory Councils is hereby authorized to conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any

combination of these, and the conduct of the electronic meeting allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of Council, its Boards, Committees or Advisory Councils to confirm attendance, and any member of the body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of Council, its Boards, Committees and Advisory Councils as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by a member of Council, Boards, Committees, Advisory Councils, and by the general public.

(c) Any vote of Council, its Boards, Committees, and Advisory Councils must be conducted by individual voice vote of the members who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of Council, Boards, Committees and Advisory Councils, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of Council, Boards, Committees and Advisory Councils shall strictly comply with the rules of Council, its Boards, Committees and Advisory Councils as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and Council, its Boards, Committees, and Advisory Councils shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of Council, its Boards, Committees and Advisory Councils must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. Members of the public may submit written public comments which shall be distributed to the members of the body.

Section 2. Suspension of Local Provisions. During the period of effectiveness of this Ordinance any ordinance, resolution, policy, or bylaw of the Town that conflicts with the provisions hereof is suspended and shall be superseded hereby.

Section 3. Effective Date; Expiration. The provisions hereof shall be effective upon a single hearing and two-thirds vote of Council and shall expire on the sixty-first day following the effective date hereof.

Section 4. Changes Incorporated.

- a. This Ordinance does not apply to the Board of Zoning Appeals
- b. The Committees and Councils this Ordinance includes are: Planning Commission, Land Use Committee, Environment and Beautification Committee, James Island Pride, Public Safety Committee, Neighborhood Council, History Committee, History Council, Children's Committee, Children's Council, Business Development Committee, Business Development Council, Trees Advisory Committee, Trees Advisory Council, and Drainage Committee
- c. Agendas shall be posted three (3) days prior to the deadline which is inclusive of the deadline day.

DONE AS AN EMERGENCY ORDINANCE and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of Council present, this 1st day of April, 2020.

Town of James Island



Mayor Bill Woolsey

ATTEST:


Frances Simmons, Town Clerk

Town of James Island

Emergency Ordinance Pertaining to Suspension of Ordinances and other Emergency Protocol

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to 2019 Novel Coronavirus ("COVID-19") and declared that a State of Emergency exists in South Carolina; and

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the city or county council present, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment; and

WHEREAS, it is determined that a public emergency affecting life, health, and safety does exist.

NOW THEREFORE, be it hereby ordained in this meeting of the Town Council, as follows;

Pursuant to the powers provided in the Code of Ordinances of Town of James Island, South Carolina, Chapter 30.02 Emergency Powers of Mayor, the Mayor shall issue all such orders and directives as deemed necessary to protect public life, health and safety in carrying out the following duties and responsibilities:

1. Implement the duties and functions assigned in the Town Emergency Operations Plans.
2. Control ingress and egress to and from the area, the movement of persons within the area and the occupancy of premises therein.
3. Suspend the collection of municipal hospitality taxes as applicable.
4. Suspend enforcement of Ordinance 2018-16 Environmentally Accepted Packaging and Products.
5. Implement closure of Dock Street and Pinckney Parks with Signage posted encouraging Social Distancing
6. Implement Non-essential staff to telecommute from home

DONE AS AN EMERGENCY ORDINANCE and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of Council present, this 19th day of March 2020.

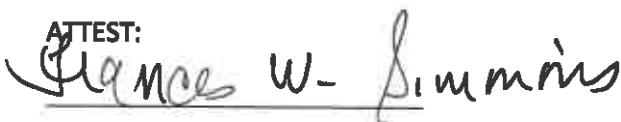
This ordinance shall become effective upon ratification.

Town of James Island



Mayor Bill Woolsey

ATTEST:



Frances Simmons, Town Clerk

Town of James Island

Emergency Ordinance to Adopt the South Carolina State-Wide Burn Ban

Whereas, Section 5-7-250 (d) of the South Carolina Code of Laws authorizes municipal councils to adopt emergency ordinances to meet public emergencies; and

Whereas, the South Carolina State Forester has imposed a ban for all counties, effective at Tuesday, April to prohibit burning including, yard debris burns, forestry, wildlife or agricultural burns. Recreational campfires are excluded from this ban; and

Whereas, the ban was imposed in the interest of public safety amid the current public health threat posed by COVID-19 virus.

Whereas, not only can smoke exacerbate the symptoms of those who have contracted the virus, but it also can trigger underlying respiratory issues in otherwise unaffected individuals, which could result in symptoms similar to those the COVID-19 virus is known to cause. "For infected individuals, breathing smoke could make coronavirus symptoms worse, increasing the risk of hospitalization or death," and "It could also cause people who have not contracted the coronavirus, but who are presenting COVID-19-like symptoms, to seek medical care at a time when medical resources are already stretched thin," and

Whereas, the ban will stay in effect until further notice, which will come in the form of an official announcement from the Forestry Commission,

Whereas, the State Forester is not authorized to ban burning within a municipality according to Section 48-35-30 of the South Carolina Code, and

Whereas, Council finds that the reasons for the burn ban applies to the area of jurisdiction of the Town, and

Whereas, the James Island Public Service District Fire Chief has requested that the Town of James Island adopt the state-wide ban for unincorporated areas;

Therefore, the Council of the Town of James Island hereby prohibits all public burning within its jurisdiction, including yard debris burns, and all such other fires consistent with the order from the State Forester regarding unincorporated areas of the State, however excluding recreational campfires.

Further, the Town authorizes enforcement by the James Island Public Service District Fire Department, the Charleston County Sheriff's Office, and the Town's Code Enforcement Officers. With violations punishable according Section 10.99 of the Town's Code of Ordinances, such that an offender shall be fined not more than \$500 or imprisoned for not more than 30 days. However, no penalty shall exceed the penalty provided by state law for similar offenses. A separate offense shall be deemed committed on each day that a violation occurs or continues. This emergency ordinance shall expire automatically on the sixty-first day following its enactment.

Done as an Emergency Ordinance and approval at a meeting duly assembled by no less than affirmative vote of two-thirds of the members of Council present, this 16th day of April, 2020.

This ordinance shall become effective upon ratification.

Bill Woolsey

Bill Woolsey

Mayor

ATTEST

Ashley Kellahan

Ashley Kellahan

Town Administrator

Town of James Island

Emergency Ordinance Regarding Accepting Applications Requiring Public Hearings

Whereas, Section 5-7-250 (d) of the South Carolina Code of Laws authorizes municipal councils to adopt emergency ordinances to meet public emergencies; and

Therefore, the Council of the Town of James Island hereby prohibits accepting any application requiring a public hearing.

This emergency ordinance shall expire automatically on the sixty-first day following its enactment.

Done as an Emergency Ordinance and approval at a meeting duly assembled by no less than affirmative vote of two-thirds of the members of Council present, this 16th day of April, 2020.

This ordinance shall become effective upon ratification.



Bill Woolsey

Mayor

ATTEST



Ashley Kellahan

Town Administrator

ORDINANCE 2020-04

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: SECTION 153.093 (EXHIBIT A) FRC-O FOLLY ROAD CORRIDOR OVERLAY DISTRICT:

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, Sections 6-29-310, et seq., 6-29-510 et seq., 6-29-710 et seq. and 6-29-110 et seq., of the Code of Laws of South Carolina, 1976, as amended, authorizes the Town of James Island to enact or amend its zoning and land development regulations to guide development in accordance with existing and future needs and in order to protect, promote and improve the public health, safety, and general welfare; and

WHEREAS, the Town of James Island Planning Commission has reviewed and considered these amendments to the proposed text of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and

WHEREAS, the Town of James Island Town Council has recommended that the proposed text amendments be adopted to Section 153.093 of the FRC-O Folly Road Overlay of the ZLDR; and

WHEREAS, upon receipt of the review and consideration of the Planning Commission, Town Council held at least one (1) public hearing and after close of the public hearing, Town Council approves the proposed text amendments based on the Approval Criteria of Section 153.042 (F) of the ZLDR;

WHEREAS, the Town Council has determined the proposed text amendments meet the following criteria:

(1). The proposed amendment corrects an error or inconsistency or meets the challenge of a changing condition; and

(B). The proposed amendment is consistent with the adopted Town of James Island Comprehensive Plan and goals as stated in Section 153.005; and

(C). The proposed amendment is to further the public welfare in any other regard specified by Town Council.

NOW, THEREFORE, be ordained it, by the Town of James Island Council in meeting duly assembled, as follows:

SECTION I. FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

SECTION II. TEXT AMENDMENT OF THE ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE

The Town of James Island Zoning and Land Development Regulations Ordinance is hereby amended to include the text amendments of Section 153.093, is attached hereto as "Exhibit A" and made a part of this Ordinance by reference.

SECTION III. SEVERABILITY

If, for any reason, any part of this Ordinance is invalidated by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective immediately following second reading by the Town Council.

ADOPTED and APPROVED in meeting duly assembled this 16th day of April 2020.

TOWN OF JAMES ISLAND COUNCIL

By: _____

Bill Woolsey

Mayor of the Town of James Island

ATTEST:

By: _____

Frances Simmons

Town Clerk of the Town of James Island

Public Hearing: May 21, 2020

First Reading: April 16, 2020

Second Reading: May 21, 2020

Exhibit "A"

Recommended Amendment #1

§ 153.093 FRC-O, FOLLY ROAD CORRIDOR OVERLAY DISTRICT.

(G) *North Village Area. (City of Charleston and Charleston County).* The North Village Area extends from Crosscreek/Tatum Street to Oakpoint Road (Ellis Creek Area) as illustrated on the FRC-O map entitled "North Village." Parcels in this area are within the jurisdiction of the City of Charleston and unincorporated Charleston County. This area currently consists of mixed medium and low intensity commercial such as shopping centers, professional office, and vehicle services. There are also higher intensity residential uses such as apartment complexes. This area is intended to have less intense commercial uses than the commercial uses found in the Commercial Core Area, particularly along the north side of Central Park Road and west side of Folly Road. This area is not intended for large scale commercial development such as big box stores or mega-shopping centers. Future development in this area is to be a mix of medium to lower intensity commercial, office, and residential uses with increased buffers along Folly Road for more intensive commercial uses. The following commercial recommendations apply to parcels within the North Village Area as indicated on the map. All development applications shall, at the time application is made, provide proof that the following requirements will be met:

(1) *Permitted uses.* Shall include those allowed in the Residential Office (OR), General Office (OG), and Neighborhood Commercial (CN) Zoning Districts as indicated on the overlay map and as described in [Table 153.110](#), Use Table.

(a) Prohibited uses. Vehicle Sales (new or used), **Hotels and Motels**

*All Changes are highlighted

*Proposed additions are indicated by ***bold, underlined, italicized*** font *Proposed redactions are indicated by strikethrough

Recommended Amendment #2

(H) *Commercial Core Area. (Town of James Island and City of Charleston).* This area is the gateway and commercial center to the town and extends from Oak Point Road (Ellis Creek Area) to Prescott Street as shown on the FRC-O map entitled “Commercial Core.” Parcels in this area are primarily within the town with a few parcels within the City of Charleston. This area consists of higher intensity commercial uses such as chain type restaurants, vehicle service and repair, drug stores, and shopping centers with minimal buffering along Folly Road. Future development in this area is intended for higher intensity commercial uses than those found in the other areas of the corridor. Future development in this area should place high priority on pedestrian connectivity between businesses and neighborhoods with attractive planted streetscapes and building architecture. The following commercial recommendations apply to parcels along Folly Road as indicated on the map. All development applications shall, at the time application is made, provide proof that the following requirements will be met:

(1) *Permitted uses.* Shall include those allowed in the Community Commercial (CC) Zoning District as indicated on the overlay map and as described in [Table 153.110](#), Use Table.

(a) *Prohibited uses.* Self-service storage/mini warehouses, Vehicle Sales (new or used), **Hotels and Motels**

(2) *Uses requiring special exception.* Liquor, beer, or wine sales (as defined in this chapter), bar or lounge, consumer vehicle repair, fast- food restaurant, gasoline service stations (with or without convenience stores), indoor recreation and entertainment, vehicle service.

*All Changes are highlighted

*Proposed additions are indicated by **bold, underlined, italicized** font *Proposed redactions are indicated by strikethrough

Recommended Amendment #3

(I) *South Village Area. (City of Charleston, Town of James Island, Charleston County).* The South Village Area extends from Prescott Street to Rafael Lane as illustrated on the FRC-O map entitled “South Village.” Parcels in this area are within the jurisdiction of the town and the City of Charleston, with a few parcels in unincorporated Charleston County. This area currently consists of mixed high to medium intensity commercial development along the west side of Folly Road such as shopping centers, big box stores, and consumer services, and small scale offices and residential uses along the east side of Folly Road. This area is intended to be developed similar to the North Village Area with less intense commercial development than the Commercial Core Area. This area is intended to have a mix of high to medium intensity uses along the west side of Folly and low intensive development on the east side of Folly Road. Future development in this area is to be a mix of commercial and residential uses with increased right-of-way buffers along the west side of Folly Road increased land use buffers on both sides of Folly Road when commercial development occurs adjacent to single-family detached residential uses. The following commercial recommendations apply to parcels within the South Village Area as indicated on the map. All development applications shall, at the time application is made, provide proof that the following requirements will be met:

(1) *Permitted uses.* Shall include those allowed in the Residential (R), Residential Office (OR), and Neighborhood Commercial (CN) Zoning Districts on the east side of Folly Road and Community Commercial (CC) Zoning Districts on the west side of Folly Road as indicated on the overlay map and as described in [Table 153.110](#), Use Table.

(a) *Prohibited uses.* Self-service storage/mini warehouses, Vehicle Sales (new or used), **Hotels and Motels**

(2) *Uses requiring special exception.* Vehicle storage, boat/RV storage, bar or lounge, consumer vehicle repair, fast-food restaurant, gasoline service stations (with or without convenience stores), indoor recreation and entertainment, consumer vehicle repair.

*All Changes are highlighted

*Proposed additions are indicated by ***bold, underlined, italicized*** font *Proposed redactions are indicated by strikethrough

Recommended Amendment #4

(J) *Neighborhood Preservation Area. (Charleston County, City of Charleston).* The Neighborhood Preservation Area extends from Rafael Lane to Battery Island Drive as illustrated on the FRC-O map entitled "Neighborhood Preservation." This area consists primarily of low-intensity residential uses with some commercial development primarily along the northwest area of Folly Road. This portion of the overlay district is to provide an appropriate transition from the more intense commercial development on James Island before entering the Conservation Area and the City of Folly Beach by preserving the existing low density residential character. The following commercial and residential recommendations apply to parcels along Folly Road as indicated on the map. All development applications shall, at the time application is made, provide proof that the following requirements will be met:

(1) *Permitted uses.* Shall include those allowed in the Special Management (S3) and Neighborhood Commercial (CN) Zoning Districts as indicated on the overlay map and as described in [Table 153.110](#), Use Table.

(a) Prohibited uses. Vehicle Sales (new and used), **Hotels and Motels**

(2) *Uses requiring special exception.* Liquor, beer, or wine sales (as defined in this

chapter), bar or lounge.

*All Changes are highlighted

*Proposed additions are indicated by ***bold, underlined, italicized*** font *Proposed redactions are indicated by strikethrough

Recommended Amendment #5

(K) *Conservation Area. (Charleston County, City of Folly Beach).* The Conservation Area extends from Battery Island Drive to Folly River as illustrated on the FRC-O map entitled "Conservation." This area is intended to be the least intensely developed area of the overlay zoning district and is to provide a natural scenic open space before entering the City of Folly Beach by preserving the marsh views and vistas of this area. The following commercial and residential recommendations apply to parcels along Folly Road as indicated on the map. All development applications shall, at the time application is made, provide proof that the following requirements will be met:

(1) *Permitted uses.* Shall include those allowed in the Neighborhood Commercial (CN) and the Special Management (S3) Zoning District.

a. Prohibited Uses. Vehicle Sales (new and used), **Hotels and Motels**

(2) *Uses requiring special exception.* Liquor, beer, or wine sales (as defined in this chapter), bar or lounge, consumer vehicle repair, fast- food restaurant, gasoline service stations (with or without convenience stores), indoor recreation and entertainment, vehicle service.

*All Changes are highlighted

*Proposed additions are indicated by ***bold, underlined, italicized*** font *Proposed redactions are indicated by strikethrough

(1) *Permitted uses.* Shall include those allowed in the Community Commercial (CC) Zoning District as indicated on the overlay map and as described in [Table 153.110](#), Use Table.

(a) *Prohibited uses.* Self-service storage/mini warehouses, Vehicle Sales (new or used),

(2) *Uses requiring special exception.* Liquor, beer, or wine sales (as defined in this chapter), bar or lounge, consumer vehicle repair, fast- food restaurant, gasoline service stations (with or without convenience stores), indoor recreation and entertainment, vehicle service, **Hotels or Motels**

*All Changes are highlighted

*Proposed additions are indicated by ***bold, underlined, italicized*** font *Proposed redactions are indicated by strikethrough

ORDINANCE # 2020-05

An Ordinance Implementing Supplemental Stormwater Design Standards for the Town of James Island

Whereas, the Town of James Island in recent years has experienced an increase in flooding, storm surge, tidal and rain events; and

Whereas, the Town recognizes that these events will continue and become more frequent and thus seeks to effectively manage stormwater today and in the future; and

Whereas, the Town of James Island has an intergovernmental agreement with Charleston County to manage the Town’s Stormwater Program which includes adhering to the County’s Stormwater Design Manual; and

Whereas, the Town seeks to further manage stormwater within its jurisdiction by placing supplemental design requirements on new development and redevelopment within the Town;

Therefore, the Mayor and Council Members of the Town of James Island, South Carolina, duly assembled on April 16, 2020, adopts the following Supplemental Stormwater Design Standards Manual as reflected in Exhibit A, attached, to be incorporated within Section 51 of the Town of James Island Code of Ordinances.

Effective Date: This Ordinance shall become effective upon its enactment by the James Island Town Council upon Second Reading.

First Reading: April 16, 2020

Second Reading: _____

Public Hearing: _____

Bill Woolsey, Mayor

ATTEST

Frances Simmons
Town Clerk

REPORT

April 2020

TOWN OF

James Island

SOUTH CAROLINA

RECOMMENDED SUPPLEMENTAL
STORMWATER DESIGN STANDARDS



Town of James Island
South Carolina



1.0 INTRODUCTION

As a coastal community, the Town of James Island is acutely cognizant of and sensitive to the effects of stormwater management. Within recent years, the Town has experienced an increase in both widespread flooding due to storm surge, tidal events, and historical rainfall as well as reported nuisance flooding during smaller common storm events. Stormwater management has never been more important to communities like the Town of James Island than it is now. The effects of future climate change ensure that the sea level will rise, and the frequency and intensity of rain events will increase. The future vitality of the Town's growth, development, and economy depends on its ability to effectively manage stormwater today for the future.

Within James Island there are three governing authorities, the Town of James Island, Charleston County, and the City of Charleston. The Town of James Island has adopted the Charleston County Stormwater Design Manual. The City of Charleston has its own Stormwater Design Manual, which is being updated and expected to be effective in July 2020. The County is in the process of updating its stormwater design manual, however, the future effective date has not been established. The Town of James Island, in an effort to ensure the best stormwater management practices are being implemented in a timeframe commensurate with its needs, has developed supplemental stormwater design standards. As an incorporated town, the Town has ordinances governing stormwater management within its jurisdiction and employs staff to implement, review, and enforce its Stormwater Management Program. While, the Town will continue to follow the Charleston County Stormwater Design Manual, the supplemental stormwater design standards in the following sections are to be incorporated in all construction projects within the Town's jurisdiction and applied to all construction activities applying for a permit starting on its effective date. Where there is conflict between the County design manual and these supplemental standards, the Town's stormwater design standards will supersede.

The Town of James Island Supplemental Stormwater Design Standards provide design requirements directly affecting stormwater quantity control. The standards are to be implemented for both single family residence and non-single-family residence sites. These standards have been coordinated between the County and City to ensure stormwater management on James Island is well-coordinated and effective between the three governing entities.

2.0 TOWN OF JAMES ISLAND REQUIREMENTS

2.1 Construction Activity Approval Process

All development within the Town of James Island shall have a preliminary planning meeting with the Town's Public Works Director to ensure the proposed site improvements are coordinated with the Town's stormwater master plan.

3.0 STORMWATER QUANTITY CONTROL DESIGN STANDARDS

3.1 Rainfall and Design Storms

The 24-hour precipitation depths/intensities corresponding to various probabilities for exceedance in any given year are shown in Table 1 and are to be used for projects within the Town. These values contain a 10 percent safety factor to account for uncertainties in the design process and the increasing intensity of future storms.

Table 1: 24-hour design storm precipitation data for Town of James Island, South Carolina

	100%	50%	20%	10%	4%	2%	1%
Return Frequency (Year)	1-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
Precipitation (Inches)	3.8	4.6	6.1	7.2	8.7	9.9	11.3

3.2 Single Family Residence (SFR) Design Standards

Impervious area for individual residential lots, to include those within a larger planned community, shall not exceed 40% of the total property area. If the impervious area exceeds 40%, the runoff volume from a 25-year, 24-hour storm event shall be retained on site for the impervious area above 40%. For example, if the impervious area for a new home site is 52% of the total property, the site must retain the 25-year, 24-hour storm runoff volume for 12% of the total property area on site. Reference the Low Impact Development in Coastal South Carolina: A Planning and Design Guide for recommended best management practices.

3.3 Redevelopment Design Standards

Redevelopment shall be defined as a change to previously existing, improved property, where the impervious surface exceeds 20% of the total site and proposed improvements to the property exceed 50% of the total site value. Redevelopment design will apply to SFR and non-SFR site improvements. Improvements may include, but are not limited to, the demolition or construction of structures, filling, grading, paving, excavating, exterior improvements, interior remodeling, and resurfacing of paved areas. Improvement activities excluded from redevelopment include ordinary maintenance activities that do

not materially increase or concentrate stormwater runoff or cause additional nonpoint source pollution.

To improve stormwater management on existing developed sites, redevelopment activities for single family residence (SFR) and non-single-family residence sites shall implement at least one of the following performance standards:

- a. **Reduce Impervious Cover:** Reduce impervious cover to ensure it does not exceed 40% of the total lot area or retain runoff from 25-yr, 24-hour storm from the impervious area in excess of 40%. Confirm the post-development peak discharge rate does not exceed the pre-development peak discharge rate for the 50% AEP storm event. Confirm the post-development volume does not exceed the pre-development volume for the 10% and 4% AEP storm events.
- b. **Reduce Runoff Volume:** Achieve a 10% reduction in the total volume of runoff generated from the site by a 50% annual exceedance probability (AEP) storm event (2-year storm). Runoff calculations shall be based on a comparison of existing site conditions at the time of submittal of a Construction Activity Application to the post-development site conditions. Confirm the post-development peak discharge rate does not exceed the pre-development peak discharge rate for the 50% AEP storm event.
- c. **Reduce Peak Discharge Rates:** Achieve a 20% reduction of the existing peak discharge rates at the time of submittal of a CAA for the 10% and 4% AEP storm events (10-year and 25-year storms) based on a comparison of existing round cover at the time of submittal of a CAA to post-development site conditions. Confirm the post-development volume does not exceed the pre-development volume for the 10% and 4% AEP storm events.
- d. **Combination of Measures:** A combination of (a), (b), or (c) above that is acceptable to the Town.

3.4 Runoff Reduction Requirements

All SFR and non-SFR sites of less than a half-acre with an increase of 500 square feet or more of impervious area, shall offset the increase in runoff through implementation of runoff reduction practices. Runoff reduction practices include disconnected downspouts, rain garden, infiltration trench, rain barrels, etc. See Table 2 for a list of accepted runoff reduction practices.

Table 2: Runoff Reduction Practices

Reduction Practice	Requirement
Disconnect Downspouts from Impervious Areas or Piped Systems	500 sf of impervious area allowed per 500 sf of roof area disconnected
Install Rain Barrel	500 sf of impervious area per 50-gallon rain barrel installed at downspout
Install Rain Garden	500 sf of impervious area allowed per 50 sf of rain garden installed
Install Infiltration Trench	1' deep x 2' wide trench filled with clean coarse sand along each side of surface features such as driveways or patios with no more than 15 feet of linear unit area flowing to the feature
Remove and Replace	500 sf of impervious area allowed per 500 sf of existing impervious area removed and replaced with approved permeable material

Per Low Impact Development in Coastal South Carolina: A Planning and Design Guide, rain barrels should be used where there is a direct corollary reuse demand. In absence of such, an orifice outlet should be used to slowly drain to permeable surfaces.

3.5 Site Grading Requirements

Site fill is to be limited to the greatest extent possible to prevent disruption of existing overland stormwater flow patterns. If fill is required to elevate the site above existing grade, the following buffer requirements shall be met:

- a. 3H:1V slopes 1 foot in height or more above adjoining property shall maintain a 5-foot-wide vegetated buffer area for every additional 1 foot of height. (e.g., a 4-foot embankment would equate to a 15-foot buffer.)
- b. 4H:1V slopes 1 foot in height or more above adjoining property shall maintain a 3-foot-wide vegetated buffer area for every additional 1 foot of height. (e.g., a 4-foot embankment would equate to a 9-foot buffer.)
- c. 5H:1V slopes 1 foot in height or more above adjoining property shall maintain a 1-foot-wide vegetated buffer area for every additional 1 foot of height. (e.g., a 4-foot embankment would equate to a 3-foot buffer.)

The buffer may overlay other vegetated buffers and may contain stormwater features designed to manage stormwater generated by the fill slope. For grades between listed slopes, the necessary buffer shall be interpolated. Grading shall prevent runoff onto adjacent property.

Compaction of non-structural fill shall be minimized during construction. Soils in landscaping areas should be protected and amended as needed. Disturbed soils in areas of fill or heavy equipment operation that will be vegetated in the final site stabilization shall be scarified or treated as directed by the designer to improve infiltration and water retention prior to final establishment of vegetation.

3.6 Soil Infiltration

Any non-structural fill brought on-site shall have adequate permeability to allow water to infiltrate. Soils must have an infiltration rate of a minimum of 0.3 inches per hour as determined by a soil scientist or geotechnical engineer. The permeability test results must be submitted and approved prior to scheduling a certificate of occupancy or certificate of construction completion inspection. Soil infiltration best management practices (BMPs) shall be incorporated into the site design. Infiltration BMPs must be consistent with the most current version of the Low Impact Development in Coastal South Carolina: Planning and Design Guide.

3.7 Floodplain Storage

Construction activities that reduce storage within the floodplain, commonly known as “fill and build”, shall be prevented. The floodplain will be the 1% AEP floodplain as established by Federal Emergency Management Agency (FEMA) plus 2.5 feet elevation. The 100-year floodplain is defined by Special Hazard Area Zones A, AE, AH, AO, A99, V, and VE. The 2.5 ft will be added to the elevation of the 100-year flood plain. In cases where floodplain storage impacts are proposed, impacts shall be mitigated with a minimum 1.25:1 replacement based upon total storage volume to prevent deterioration of basin stormwater storage capacity over time. Mitigation shall be within the same basin effecting the same water surface elevations and hydraulics as the proposed impact.

ORDINANCE # 2020-06

AN ORDINANCE ADOPTING THE FISCAL YEAR 2020-2021 BUDGET FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA

WHEREAS, the Town of James Island requires a budget to guide and direct the receipt of expenditure of revenues during Fiscal Year 2020-2021; and

WHEREAS, Section 5-7-260 South Carolina Code of Laws, 1976, as amended, requires that certain acts by Municipal Councils be done by ordinance, including the adoption of a budget; and

WHEREAS, South Carolina law requires that a duly noticed public hearing be held prior to the adoption of a municipal budget; and

WHEREAS, this duly noticed public hearing is scheduled for June 18th, 2020;

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

Section 1: Purpose

This Ordinance is adopted to provide the Town of James Island with an Operating Budget for Fiscal Year 2020-2021.

Section 2: Creation of the Fiscal Year 2020-2021 Budget for the Town of James Island, South Carolina

By passage of this Ordinance, the Town of James Island adopts as its Budget for Fiscal Year 2020-2021 "Exhibit A," incorporated fully herein by reference, and sets the property tax operating millage rate at 0.02 (20 mills).

Section 3: Severability

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

Section 4: Effective Date and Duration

This Ordinance shall be effective from July 1, 2020 to June 30, 2021.

First Reading	May 21, 2020
Public Hearing	June 18, 2020
Second/Final Reading	June 18, 2020

Bill Woolsey

ATTEST

Frances Simmons
Town Clerk

Revenues:

Draft Budget - Operating Revenues were projected to be up 17%, with an overall increase of 13% when including the Transfer-In from Funds Balance.

Revised Budget, 1st Reading – Charleston County is projecting a 8.3% decrease this year in sales tax revenue for the remainder of this fiscal year, and a 12.5% decrease in sales tax revenue for the upcoming fiscal year. We have budgeted more conservatively a 10% decrease this year and a 15% decrease for next year given our high-retail and food service-oriented business community. Other revenue sources that will be impacted in the general fund include business licenses and accommodations tax. It is important to note that we have engaged DataMax to capture lost business license revenue, and we have two large redevelopment projects underway, so hopefully the impact will not be as noticeable. One of our largest revenue sources is the Brokers & Insurance Tax, and while the Municipal Association does not foresee a decrease in our Revenue for this fiscal year, this revenue stream does generally decline when there is an economic downturn and our revised budget amount reflects that. The largest impacted Revenue Source for the Town will be seen in Hospitality Taxes. While hard to predict, we are being conservative and reducing our projected estimates for this fiscal year and next fiscal year by approximately 30%.

Expenditures:

General Fund - We have gone through and tried to reduce areas in reoccurring costs that are not critical or newly budgeted items that were more unknown. Reductions are seen in areas such as Travel & Training budgets, Grant Writing Services, the Repair Care program, and Special Events.

Personnel – Staff recommends keeping the cost of living adjustment (COLA) at 2%, as it is based on prior year (2019) consumer price indexing, which for our region was close to 2.3%. The cost of living adjustment equates to a \$9,800 increase overall. We have budgeted for a part-time Groundskeeper position which I would recommend holding vacant at the beginning of next fiscal year until there is more certainty in the economic outlook.

Tax Relief – Reducing the amount we pay to the JIPSD by 20% of our planned amount, which brings the total to \$900,000.

Capital Purchases and Projects – Recommend keeping some new, larger capital equipment such as Public Works equipment and for the new dedicated ISP position in the budget as well as many of our planned drainage and infrastructure projects. It is important to keep projects budgeted in our capital improvement plan and create shovel-ready projects so we can show matching dollars for any new funding sources that may be coming available. Recommended capital projects that could be delayed include the Camp Rd. Sidewalk Completion at Oyster Point and reducing the amount in the Other Capital Projects line item.

Hospitality Tax Capital Projects – Reductions have been made to reflect the anticipated decline in revenue. However, since there are sufficient funds in the overall balance that have not been spent in previous years, we are still showing new hospitality-tax funded projects for next year. Again, for any stimulus package that may come through it will be important to have shovel-ready projects and matching dollars that we can show as available.

Unencumbered Fund Balance and Reserve Fund – In addition to reducing expenditures, we can cover budget shortfalls with funds from both our unencumbered fund balance and the reserve fund. Staff recommends splitting the difference between the two and we would plan to make budget transfers in future years to help build back these accounts. The Unencumbered fund balance was originally budgeted at 43% of the budget, and the revised figure would be 25% of the budget – Municipal Fund balances in SC typically range from 20-50%. For the Reserve Fund, the draft budgeted amount equated to 4.5 months of operating expenses and now is showing closer to 3 months which is where municipal ratios typically range.

**TOWN OF JAMES ISLAND
SOUTH CAROLINA**



**DRAFT BUDGET
FISCAL YEAR 2020-2021**

**TOWN OF JAMES ISLAND
SOUTH CAROLINA**



**FISCAL YEAR 2020-2021
DRAFT BUDGET**

MAYOR

W. BILL WOOLSEY

MAYOR PRO-TEM

Garrett Milliken

TOWN COUNCIL

Daniel C. Boles

Dr. Cynthia Mignano

Darren "Troy" Mullinax

BUDGET SUMMARY

BUDGET SUMMARY

Revenues	2019/2020 ADOPTED BUDGET	2019/2020 BUDGET ESTIMATE	2020/2021 DRAFT BUDGET	20/21 REVISED DRAFT	DIFFERENCE
Operating Revenues	3,112,437	3,550,431	3,638,469	3,094,968	(543,501)
Transfer In from Funds Balance	922,488	252,137	884,757	527,620	(357,137)
Transfer In from Reserve Fund				527,620	527,620
Total Revenues	\$ 4,034,925	\$ 3,802,568	\$ 4,523,226	\$ 4,150,209	(373,017)

*

Expenditures	2019/2020 ADOPTED BUDGET	2019/2020 BUDGET ESTIMATE	2020/2021 DRAFT BUDGET	20/21 REVISED DRAFT	DIFFERENCE
ADMIN	589,730	585,359	657,129	630,129	(27,000)
ELECTED OFFICIALS	92,100	95,185	105,060	102,060	(3,000)
GENERAL OPERATIONS	480,125	449,156	513,212	513,212	-
PLANNING	14,300	7,280	17,100	16,300	(800)
BLDG.INSP	5,510	3,600	5,280	4,880	(400)
PUBLIC WORKS	175,550	175,861	293,195	337,395	44,200
CODE AND SAFETY	372,630	315,160	371,000	371,000	-
PARKS AND RECREATION	33,475	23,501	43,975	38,975	(5,000)
FACILITIES & EQUIPMENT	213,900	189,314	220,120	218,120	(2,000)
COMMUNITY SERVICES	79,880	76,856	104,530	94,530	(10,000)
TRANSFER OUT TO CAPITAL PROJECTS	957,725	871,290	1,054,476	909,608	(144,868)
JIPSD FIRE AND SOLID WASTE SERVICES	1,020,000	1,010,006	1,138,149	914,000	(224,149)
Total Expenditures	\$ 4,034,925	\$ 3,802,568	\$ 4,523,226	\$ 4,150,209	(373,017)

Town Funds	2019/2020 ADOPTED BUDGET	2019/2020 BUDGET ESTIMATE	2020/2021 DRAFT BUDGET	20/21 REVISED DRAFT	DIFFERENCE
RESERVE	1,318,646	1,328,484	1,328,484	800,864	(527,620)
TREE FUND	2,042	1,907	1,312	1,312	-
HOSPITALITY TAX FUND	1,260,384	1,474,070	993,888	647,621	(346,267)
STORMWATER FUNDS	166,611	386,155	86,155	86,155	-
UNEMCUMBERED FUND BALANCE AVAILABLE	\$ 1,033,872	\$ 2,222,698	\$ 1,337,941	\$ 810,321	(527,620)

* Difference column reflects changes post COVID-10 Pandemic

REVENUES

	18/19 ACTUAL	19/20 BUDGET	4/2/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Revenues							
Accomodations Tax	35,412	15,000	14,262	25,262	34,000	25,000	(9,000)
Brokers and Insurance Tax	954,592	620,000	96	955,000	900,000	720,000	(180,000)
Building Permit Fees	10,782	15,000	6,510	13,020	10,000	10,000	-
Business Licenses	331,669	365,000	259,214	375,000	428,000	312,000	(116,000)
Franchise Fees*	355,325	341,000	252,513	337,389	350,000	315,000	(35,000)
Grant Reimbursement	-	5,187	50,000	56,000	-	-	-
Liquor Licenses	10,250	15,550	-	5,000	10,000	10,000	-
Local Assessment Fees	2,985	3,000	2,028	2,500	3,000	1,000	(2,000)
LOST Revenue Fund	425,560	400,000	303,011	407,700	439,725	385,050	(54,675)
LOST Property Tax Credit Fund	1,079,002	1,025,000	369,139	1,009,740	1,100,466	953,640	(146,826)
Miscellaneous	136,960	500	11,288	11,288	500	500	-
Planning and Zoning Fees	13,071	12,500	7,364	9,759	12,000	12,000	-
State Aid to Subdivisions	263,494	260,200	136,614	273,228	273,228	273,228	-
Telecommunications	21,354	30,000	18,000	21,000	20,000	20,000	-
Tree Mitigation	135	1,500	-	-	1,000	1,000	-
Interest Income	2,904	3,000	346	545	550	550	-
Facility Rentals					8,000	8,000	-
Property Taxes*	1,228,930	1,282,155		1,282,155	1,296,230	1,296,230	-
Property Tax Rollback Credit	(1,079,002)	(1,025,000)		(1,009,740)	(1,100,466)	(953,640)	146,826
Property Tax Credit from Revenue Fund	(149,928)	(257,155)		(272,415)	(195,764)	(342,590)	(146,826)
Homestead Exemption Tax Receipts				48,000	48,000	48,000	-
LOST Rollback Fund - Interest Income							
Transfer In from Property Tax Credit Fund	149,928						
Net Property Taxes							
TOTAL	3,793,423	3,112,437	1,430,385	3,550,431	3,638,469	3,094,968	(543,501)

EXPENDITURES

	18/19 ACTUAL	19/20 BUDGET	2/25/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Administration							
Salaries	267,434	273,130	176,440	269,849	297,850	297,850	-
Benefits, Taxes & Fees	139,275	103,500	65,726	100,522	108,179	108,179	-
Advertising	2,547	5,000	267	5,000	5,000	5,000	-
Audit	14,000	16,000	16,000	16,000	16,000	16,000	-
Bank charges	1,716	2,000	747	1,143	2,000	2,000	-
Bonding	2,150	2,150	350	700	700	700	-
Copier	4,972	5,000	3,200	4,894	5,500	5,500	-
Dues and Subscriptions	925	1,500	-	1,000	1,500	1,500	-
Employee Appreciation	708	3,900	2,459	2,750	800	800	-
Employee Training & Wellness	352	850	90	250	3,800	3,800	-
Information Services	53,191	65,000	39,983	61,150	69,200	60,200	(9,000)
Insurance	34,252	35,000	37,359	38,000	40,000	40,000	-
Legal & Professional Services	69,468	50,000	32,571	60,000	50,000	50,000	-
Grant Writing Services					26,000	13,000	(13,000)
MASC Membership	5,351	5,500	-	5,400	5,500	5,500	-
Mileage Reimbursement	498	800	203	500	800	800	-
Mobile Devices	1,742	2,300	1,094	1,800	2,300	2,300	-
Postage	4,492	6,000	5,294	5,800	6,000	6,000	-
Supplies	8,469	6,600	5,952	6,600	10,000	7,000	(3,000)
Town Codification	1,755	2,500	1,774	2,000	3,000	2,000	(1,000)
Training and Travel	1,866	3,000	250	2,000	3,000	2,000	(1,000)
TOTAL	615,162	589,730	389,759	585,359	657,129	630,129	(27,000)

	18/19 ACTUAL	19/20 BUDGET	2/25/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Elected Officials							
Salaries	48,999	50,000	31,849	49,000	50,000	50,000	-
Benefits, Taxes & Fees	39,365	34,000	23,573	39,125	46,960	46,960	-
Mayor Expense	1,001	2,000	678	2,000	2,000	1,000	(1,000)
Council Expenses	427	4,000	242	4,000	4,000	2,000	(2,000)
Mobile Devices	1,057	2,100	506	1,060	2,100	2,100	-
TOTAL	90,849	92,100	56,848	95,185	105,060	102,060	(3,000)

	18/19 ACTUAL	19/20 BUDGET	2/25/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
General Operations							
Salaries	325,236	351,765	216,879	331,697	375,862	375,862	-
Benefits, Taxes & Fees	112,296	128,360	76,800	117,459	137,350	137,350	-
TOTAL	437,532	480,125	293,679	449,156	513,212	513,212	-

	18/19 ACTUAL	19/20 BUDGET	2/25/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Planning & Zoning							
Advertising	319	1,500	170	1,000	1,500	1,500	-
Mobile Devices	432	660	314	480	660	660	-
Dues and Subscriptions	-	1,040	267	500	1,040	1,040	-
Mileage Reimbursement	129	200	-	200	200	200	-
Equipment / Software	-	-	-	-	2,800	2,800	-
Supplies	755	600	262	600	600	600	-
Training and Travel	923	1,800	300	1,000	1,800	1,000	(800)
Uniform / PPE	190	500		200	500	500	-
Planning Commission	1,060	4,000	800	1,800	4,000	4,000	-
Board of Zoning Appeals	1,540	4,000	484	1,500	4,000	4,000	-
TOTAL	5,348	14,300	2,597	7,280	17,100	16,300	(800)

	18/19 ACTUAL	19/20 BUDGET	2/26/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Building Inspection							
Mobile Devices	659	660	503	780	780	780	-
Dues and Subscriptions	475	800	220	475	800	800	-
Equipment/Software	306	500	-	-	300	300	-
Mileage Reimbursement	257	500	-	250	500	500	-
Supplies	600	500	735	735	600	600	-
Travel and Training	348	1,800	190	750	1,800	1,400	(400)
Uniform / PPE	110	250	-	110	250	250	-
Community Outreach	-	500	-	500	250	250	-
Consulting	1,424	-	-	-	-	-	-
TOTAL	4,179	5,510	1,648	3,600	5,280	4,880	(400)

	18/19 ACTUAL	19/20 BUDGET	2/28/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Public Works							
Dues and Subscriptions	-	425	-	250	425	425	-
Mobile Devices	1,079	1,200	884	1,345	1,345	1,345	-
Emergency Management	17,135	15,000	25,343	20,738	25,000	25,000	-
Groundskeeping	51,881	50,000	46,028	61,028	70,000	70,000	-
Tree Maintenance and Care					40,000	30,000	(10,000)
Mileage Reimbursement	236	300	(261)	0	300	300	-
Public Outreach	-	500	-	500	500	500	-
Projects	90,666	100,000	74,674	85,000	145,000	145,000	-
Supplies	5,749	5,500	3,343	5,500	8,000	12,200	4,200
Asset Management						50,000	50,000
Training and Travel	2,069	1,925	212	1,000	1,925	1,925	-
Uniform / PPE	980	700	97	500	700	700	-
TOTAL	169,795	175,550	150,320	175,861	293,195	337,395	44,200

	18/19 ACTUAL	19/20 BUDGET	2/28/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Codes & Safety							
Memberships/Dues	-	250	-	-	250	250	-
Crime Watch Materials	-	250	-	250	250	250	-
Equipment	-	900	-	900	900	900	-
Mileage Reimbursement	-	100	(37)	100	100	100	-
Animal Control	-	500	750	750	500	500	-
Overgrown Lot Clearing	-	4,000	-	800	8,000	4,000	(4,000)
Radio Contract	1,710	1,400	684	1,400	1,400	1,400	-
ISP Salary	192,842	265,460	179,248	225,160	204,880	204,880	-
ISP Benefits, Taxes & Fees	54,343	73,950	48,685	52,520	59,660	59,660	-
ISP Programs & Supplies	28,803	4,320	6,430	6,780	14,220	14,220	-
ISP - Other Security	42,928	-	18,220	25,000	-	-	-
ISP - Dedicated Officer Annual Expense	-	-	-	-	59,840	59,840	-
Supplies	853	250	123	250	250	250	-
Training	-	1,000	-	1,000	500	500	-
Uniform / PPE	83	250	-	250	250	250	-
Unsafe Buildings Demolition	-	20,000	-	-	20,000	10,000	(10,000)
TOTAL	321,562	372,630	254,103	315,160	371,000	371,000	(14,000)

	18/19 ACTUAL	19/20 BUDGET	2/28/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Parks & Recreation							
Dock Street Park	87	1,500	801	801			-
Pinckney Park	325	2,500	-	2,500			-
Park Maintenance					14,500	14,500	-
Special Events	9,557	10,000	4,262	7,000	10,000	5,000	(5,000)
JIRC Contribution	3,607	4,750	2,468	3,200	4,750	4,750	-
Youth Sports Program	14,375	14,725	5,410	10,000	14,725	14,725	-
TOTAL	27,951	33,475	12,941	23,501	43,975	38,975	(5,000)

	18/19 ACTUAL	19/20 BUDGET	2/28/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Facilities & Equipment							
Equipment/Furniture	8,612	7,500	4,038	16,222	5,700	5,700	-
Facilities Maintenance	2,817	6,500	2,920	4,200	6,500	6,500	-
Generator Maint.	2,810	3,500	-	-	3,000	1,000	(2,000)
Janitorial	7,015	7,000	4,190	7,248	9,420	9,420	-
Rent	14,500	-	-				-
Security Monitoring	840	1,200	532	912	1,000	1,000	-
Street Lights	125,900	154,000	82,835	124,177	154,000	154,000	-
Utilities	28,700	28,200	23,452	30,514	34,000	34,000	-
Vehicle Maint.Expense	5,200	6,000	3,525	6,041	6,500	6,500	-
TOTAL	196,394	213,900	121,492	189,314	220,120	218,120	(2,000)

	18/19 ACTUAL	19/20 BUDGET	2/28/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Community Services							
Community Service Contributions	20,000	30,000	30,000	30,000	30,000	30,000	-
Repair Care Program	35,299	35,000	15,548	35,000	45,000	35,000	(10,000)
CERT Program	-	500	-	500	500	500	-
Drainage Council	-	500	-	-	500	500	-
Business Development Council	-		-	-	3,500	3,500	-
Children's Council	3,364	4,000	875	2,575	500	500	-
History Council	1,000	4,880	1,781	3,781	7,280	7,280	-
James Island Pride	4,448	3,500	1,511	3,500	3,500	3,500	-
Neighborhood Council	969	1,500	669	1,500	3,750	3,750	-
Tree Council	-	-	-		10,000	10,000	-
Arts Committee	3,200	-	-	-	-	-	-
TOTAL	68,280	79,880	50,384	76,856	104,530	94,530	(10,000)

	18/19 ACTUAL	19/20 BUDGET	2/28/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
JIPSD Fire & Solid Waste Services							
Tax Relief		1,000,000	666,670	1,000,006	1,121,930	900,000	(221,930)
Admin Expense		10,000	10,000	10,000	11,219	9,000	(2,219)
Auditor Expense		10,000	-	-	5,000	5,000	-
TOTAL	-	1,020,000	676,670	1,010,006	1,138,149	914,000	(224,149)

	18/19 ACTUAL	19/20 BUDGET	5/6/20 YTD	19/20 ESTIM	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Hospitality Tax Fund							
Hospitality Tax Revenue	504,255	510,000	384,448	425,000	560,000	375,000	(185,000)
Hospitality tax Transfer In					294,662	330,610	35,948
TOTAL					854,662	705,610	(149,052)
Hospitality Tax Expense							-
The Town Market	16,574	10,000	2,656	3,000	5,950	2,975	(2,975)
Guide to Historic James Island	10,214	15,000	17,565	17,565	10,000	10,000	-
ReThink Folly Rd - Staff Cost-Sharing	-	20,000	23,841	20,000	30,000	20,000	(10,000)
Santee St. Public Parking Lot	30,724	27,000	27,000	27,000	32,000	32,000	-
James Island Arts & Cultural Center	-	-	-	-	51,320	51,320	-
Promotional Grants					30,000	20,000	(10,000)
Folly Road Public Safety					6,650	6,650	-
Camp and Folly Landscaping Maintenance					9,600	9,600	-
Community Events		5,000	14,325	14,325	10,000	5,000	(5,000)
TOTAL Non-Capital Expense	57,512			81,890	185,520	157,545	(27,975)
Hospitality Tax Transfer Out to Capital	69,850	433,000		388,038	854,662	705,610	(149,052)
TOTAL EXPENSE		510,000			854,662	705,610	(149,052)

	18/19 ACTUAL	19/20 ADOPTED	2/26/20 YTD	19/20 ESTIMATE	20/21 DRAFT	20/21 REVISED	Difference
Stormwater							
Stormwater Revenue	306,358	163,690		306,000	300,000	300,000	-
Stormwater Expense							
Transfer Out to Capital Projects	161,779	400,257		226,235	300,000	300,000	-
Change in Balance	144,579	(236,567)		79,765	-	-	-
Initial Balance	306,390	403,178		306,390	386,155	386,155	-
Ending Balance	450,969	166,611		386,155	86,155	86,155	-

	18/19 ACTUAL	19/20 BUDGET	2/26/20 YTD	19/20 ESTIMATE	20/21 DRAFT	20/21 REVISED	DIFFERENCE
Tree Fund							
Tree Mitigation Revenue	-	500	3,000	3,000	500	500	-
Tree Mitigation Expense	5,000	500	3,595	3,595	500	500	-
Change in Balance		-	(595)	(595)	-	-	-
Initial Balance	6,907	1,907	1,907	1,907	1,312	1,312	-
Ending Balance	1,907	1,407	1,312	1,312	1,312	1,312	-

FIVE YEAR CAPITAL IMPROVEMENT PLAN FY2019/2020 - FY2024/2025

	FY 2019/2020	YTD FY 2019/2020	ESTIMATE FY 19/20	FY 2020/2021	REVISED 20/21	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	5 Year Total
Infrastructure										
Quail Drive Sidewalk	61,200	61,200	61,200							-
Dills Bluff Sidewalk, PHASE II - Boardwalk	87,270	87,270	87,270							-
Dills Bluff Sidewalk, Phase III - Seaside to Winborn	26,500	15,550	26,500	174,570	174,570					174,570
Dills Bluff Sidewalk, Phase IV - Winborn to HBVR						28,000				28,000
Lighthouse Point Sidewalk and Drainage, Phase I	55,000	-	-	55,000	55,000					55,000
Regatta Road Sidewalk	17,000	-	17,000	26,500	26,500		150,000			176,500
Town Hall - Second Floor	27,000	-	-			45,000				45,000
Town Hall Sidewalk Completion to Hillman										-
Town Hall Sidewalk Completion to Camp	211,500	2,800	95,800							-
Traffic Calming Projects	30,000	35,501	35,501	30,000	30,000					30,000
Lighthouse Point and Ft. Johnson Intersection				38,000	38,000					38,000
Overflow Parking Lot - Camp Rd Access						30,000				30,000
Camp Road Sidewalk Completion at Oyster Point				27,000		27,000				27,000
Other Capital Improvement Projects	100,000	7,970	100,000	50,000	25,000					25,000
Total	615,470	210,291	423,271	401,070	349,070	130,000	150,000	-	-	629,070

	FY 2019/2020	YTD FY 2019/2020	ESTIMATE FY 19/20	FY 2020/2021	REVISED 20/21	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	5 Year Total
Capital Equipment										
ISP - Dedicated Officer Initial Expense				75,741	75,741					75,741
Public Works Equipment				48,625	48,625					48,625
Total	-	-	-	124,366	124,366	-	-	-	-	124,366

	FY 2019/2020	YTD FY 2019/2020	ESTIMATE FY 19/20	FY 2020/2021	REVISED 20/21	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	5 Year Total
Park Improvements										
Dock Street Park										-
Pinckney Park	347,775	284,916	394,638							-
Brantley Park	63,750	35,776	53,381	139,280	46,412					46,412
Park Projects						63,750				63,750
Total	411,525	320,692	448,019	139,280	46,412	63,750	-	-	-	110,162

Drainage Projects	FY 2019/2020	YTD FY 2019/2020	ESTIMATE FY 19/20	FY 2020/2021	REVISED 20/21	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	5 Year Total
Lighthouse Point Sidewalk and Drainage, Phase I	55,000			55,000	55,000					55,000
Greenhill / Honey Hill Drainage	49,657	78,240	96,000	157,110	157,110	344,405				501,515
Oceanview-Stonepost Drainage Basin, Phases I-II	20,000	27,053	35,000	32,900	32,900	28,900				61,800
Highwood Circle Drainage Improvments				35,000	35,000	100,000				135,000
Quail Run Drainage Improvements						100,000				100,000
Hazard Mitigation Project	150,000			150,000	150,000					150,000
Santee St. Drainage Improvements	75,600	9,600	75,235							-
James Island Creek Basin Drainage Improvements				32,000	32,000					32,000
Drainage Outflow Valve Devices				48,000	48,000					48,000
Highland Ave Drainage Improvements				159,750	159,750					159,750
Other Drainage Improvement Projects	50,000	6,000	20,000	20,000	20,000					20,000
Total	400,257	120,893	226,235	689,760	689,760	573,305	-	-	-	1,263,065

Hospitality Tax-Funded Projects	FY 2019/2020	YTD FY 2019/2020	ESTIMATE FY 19/20	FY 2020/2021	REVISED 20/21	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	5 Year Total
Camp / Folly Bus Shelters	41,843		-	42,000						-
Camp/Folly Multi-use Path				50,000						-
Wayfinding Signage	12,000	-	-	12,000						-
Camp / Folly Landscaping	30,000		30,000	19,600						-
Streetscape Lighting at Camp / Dills Bluff	54,683	55,242	55,242							-
Rethink Folly Road - Phase I						400,000				400,000
Rethink Folly Road - Phase II-III						200,000				200,000
Folly Road Beautification	25,000	-	-	25,000	10,000	11,900				21,900
Pinckney Park Pavilion	110,925	53,158	131,546							-
Brantley Park	21,250	11,925	21,250	46,412	139,280					139,280
James Island Arts and Cultural Center	50,000	25,124	50,000	332,800	222,330					222,330
1248 Camp Center - Civil & Landscape						150,000				150,000
Decorative Banners	8,400			8,400		8,400				8,400
Intersection Improvements at Camp / Dills Bluff				55,200		55,200	360,000			415,200
Other Tourism-Related Projects	108,900	-	100,000	50,000	50,000					50,000
Burying Power Lines				150,000	142,000	68,000	63,000	55,840		328,840
Folly Road Multi-Use Path, Wilton to Ft. Johnson				42,000	42,000	182,000				224,000
Park Projects				21,250		21,250				21,250
Fort Johnson					100,000					100,000
Total	463,001	145,449	388,038	854,662	705,610	1,096,750	423,000	55,840	-	2,281,200

Transfers In:	FY 2019/2020	YTD FY 2019/2020	ESTIMATE FY 19/20	FY 2020/2021	REVISED 20/21
General Fund	1,026,995	530,983	871,290	1,054,476	909,608
Hospitality Tax Fund	463,001	145,449	388,038	854,662	705,610
Stormwater Funds	300,000	-	226,235	300,000	300,000