



Town of James Island, Regular Town Council Meeting  
February 18, 2021; 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. For residents wishing to address Council virtually, you will be limited to three (3) minutes and must sign in to speak prior to the meeting by noon on Thursday, February 18, by emailing your name and contact information to [info@jamesislandsc.us](mailto:info@jamesislandsc.us). You may also send in your comments ahead of the meeting by emailing to [info@jamesislandsc.us](mailto:info@jamesislandsc.us), or mail to P.O. Box 12240, Charleston, SC 29422 or placed inside the drop box outside of Town Hall at 1122 Dills Bluff Rd.

1. Roll Call
2. Public Comment
3. Consent Agenda:
  - a. Minutes: January 21, 2021 Regular Town Council Meeting
4. Information Reports:
  - a. Finance Report
  - b. Administrator's Report
  - c. Public Works Report
  - d. Island Sheriffs' Patrol Report
5. Requests for Approval:
  - Drainage Easement Exhibit Work for Oceanview Phase II
  - History Exhibit Plan Proposal
  - Demolition of Dilapidated Structure
  - Generator 5-Year Maintenance Agreement
    - Fencing/lean-to Purchase for Pinckney Park Shed

6. Committee Reports:

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

7. Proclamations and Resolution:

Proclamation: Women in Construction Week, 2021

Resolution #2021-04: Island Sheriff's Patrol Deputy of the Year

8. Emergency Ordinances:

Emergency Ordinance: E-07-2020 Providing for Required Face Coverings in Public Places due to the COVID-19 Virus and Exceptions Thereto: Expires 02-18-2021

9. Ordinances up for Second/Final Reading:

10. Ordinances up for First Reading:

11. New Business:

12. 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.

13. Return to Regular Session:

14. Announcements/Closing Comments:

15. Adjournment

This Town Council meeting will be live-streamed on the Town's YouTube channel, link found at:  
<https://www.youtube.com/channel/UCm9sFR-ivmaAT3wyHdAYZqw/>

Please click the link below to join the webinar:

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The Town of James Island held its regularly scheduled meeting at 7:00 p.m. at the Town Hall, 1122 Dills Bluff Rd. James Island, SC Thursday, January 21, 2021 by Zoom. Councilmembers present: Boles, Mignano, Milliken, Mullinax, and Mayor Woolsey presided. Also, Town Administrator, Ashley Kellahan, Town Attorney, Bonum S. Wilson, Finance Director, Merrell Roe, Public Works Director, Mark Johnson, Island Sheriff's Patrol, Sgt. Shawn James, Planning Director, Kristen Crane, Planner I, Flannery Wood, and Town Clerk, Frances Simmons. A quorum was present to conduct business. This meeting was held in compliance with the Freedom of Information Act and the requirements of the Town of James Island. Information was provided to the public for participation in this meeting.

Public Hearing: Ordinance #2021-01: Proposed Revisions to the Town of James Island Comprehensive Plan: Mayor Woolsey opened the hearing for comments. No one signed in or requested to speak and Mayor Woolsey closed the Hearing at 7:01 p.m.

Public Comment:

Mrs. Brook Lyon, 669 Port Circle: Mrs. Lyon spoke regarding Resolution #2021-03 on tonight's agenda. She stated that Lighthouse Point residents had full access to the public roads of Belle Terre for well over ten years. In 2012 the Belle Terre HOA convinced Charleston City Council that security during the home construction was an issue and they were permitted temporary security gates. Shortly after that, these extravagant gates were installed which prevented the Lighthouse Point residents from having access to these public roads. The permit provided by City Council allows for the gates to stay closed until the 21<sup>st</sup> occupancy permit is issued which is close to occurring. Because of increasingly high tides, Schooner Road is flooded with salt water at every King Tide and storm events. There are over 100 families that are denied an alternative access to their homes. Mrs. Lyon asked Council to approve the Resolution that the Belle Terre Roads will be kept open to the public and that the 2012 agreement be honored.

Emails received in support of Resolution #2021-03: Eileen Callahan, 659 Schooner Road; Lucius Glover, 1214 Lighthouse Blvd., Lisa G. Morris, 753 Creekside Dr. and retained for the record.

Consent Agenda:

Minutes: December 17, 2020 Regular Town Council meeting

Revised 2021 Town Holiday Schedule

Budget Schedule for FY 2021-22: Motion to approve the Consent Agenda by Councilman Milliken, seconded by Councilman Mullinax.

Vote:

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

Information Reports:

Finance Report: Finance Director, Merrell Roe, gave an overview of the written report provided to Council highlighting revenues and expenditures for the month.

Administrator's Report: Town Administrator, Ashley Kellahan, gave an overview of the Administrator's report referencing the documents attached. She stated that the Annual Budget Workshop is scheduled for

March 4 at 6:30 p.m. but the schedule is flexible and if it conflicted with Council's schedule it could be changed. Councilwoman Mignano asked to change the time to 6:45 or 7:00 p.m.

Mrs. Kellahan gave an update on the Regatta Road Sidewalk project requested by Councilman Milliken at the last Council Meeting. She received the draft plans today and 12 properties would be affected in some way (as example, some property owners need to look at easements because of a driveway slope). There are also some property owners with landscapes to be removed. A schedule will be developed with a small group of individuals to review the plans with the affected property owners at the site. Afterward, a Zoom public meeting may be scheduled for all those living along the route to review the project before it comes to Council for final approval.

Councilwoman Mignano asked what is spiking trees (Town Arborist Chris Gerard's email). She also commented that as she drives back/forth, there are tree cuts that looks extreme; yet on the same tree a branch visibly pushes onto the power line. Councilwoman Mignano stated a resident's concern about this and also this has been addressed to Chris Gerard. She asked if there a rule about how this works because it seems counterproductive. Mrs. Kellahan explained it could be because of a cable line but is unsure. She has spoken to Mr. Wilson, Town Attorney, and progress is being made with Dominion. A report will be forwarded to Council. Mayor Woolsey offered the definition of spiking trees.

Councilman Milliken thanked Mrs. Kellahan for the update on the Regatta sidewalk. He said Mr. Gerard pointed out three additional trees for mitigation and asked if we knew the total number of trees on the mitigation list. Mrs. Kellahan said she would look into it and forward information to him. Councilman Milliken said he hopes Mr. Gerard's presence is having an effect on training the crews and would like to see a diminishment in the number of trees on the mitigation list.

Public Works Report: Public Works Director, Mark Johnson, gave an overview of the Public Works Report and answered questions from Council. Councilman Milliken thanked Mr. Johnson for interviewing the candidates for the tree internship program and for the short list of candidates selected.

Councilwoman Mignano spoke about the size of the text on some of the new street signs that are significantly small and difficult to read; particularly on Ben and Fort Johnson. She has talked to Mr. Johnson about this. Mr. Johnson said the size of the text depends on the speed limit on the road, use of the road; whether it is a collector rd. carrier rd. or neighborhood rd. He explained there is City, State, and Town changing signs and it depends on who owns the road. He said all entities are working through the process to become uniformed and perhaps that will happen in the next year or so.

Island Sheriff's Patrol Report: Sgt. James reported that night shift deputies have been added to the Town's schedule due to several homicides. He also reported a few car break-ins mainly due to unlocked cars. Sgt. James said the addition of the night deputies will help to prevent crimes.

Requests for Approval:

Award of Bid for Hazard Mitigation Project to IPS Construction: Mrs. Kellahan presented for approval the award to IPW Construction to demolish 670 N. Stiles Drive. Three bids were received at the bid opening held on December 21<sup>st</sup> and IPW had the low bid of \$70,221.30. Motion in favor by Councilman Milliken, seconded by Councilman Boles.

Vote:

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes

Councilman Mullinax            Yes  
Mayor Woolsey                Yes  
Unanimous

Purchase of GPS Asset Management Tool: Mrs. Kellahan requested approval for a GPS Asset Management Tool from Duncan-Parnell, \$6,646. This equipment will tie into the GeothinQ program used by Public Works. Motion in favor by Councilman Boles, seconded by Councilman Mullinax.

Vote:

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

Lease of Large Cannon Printer: Mrs. Kellahan presented for approval the lease of a Cannon Printer (Plotter) from DocuSystems. This equipment is discounted through State Contract. The Planning Director and Town Clerk have met with the representative to ensure it will fit the Planning Department's needs. Motion in favor by Councilman Milliken, seconded by Councilwoman Mignano.

Vote:

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

JIACC Change Order Request: Mrs. Kellahan announced that James Lockridge, Lockridge Construction, and the Design Team were on the call to answer questions. She stated that the change order request was originally \$108,000 for HVAC and structural work. However, after the work began and the full specs for what needed to be done on the roof were fleshed out, it revised the cost to \$125,548, (additional \$17,548). Motion in favor by Councilman Mullinax, seconded by Councilman Milliken.

Councilman Boles said in reading the packet this seems to be necessary and asked the staff's recommendation. Mrs. Kellahan explained where the HVAC sits on that section of roof, and how it ties into the other side is very important because the other side will have to be completely replaced eventually, so the tie in and making sure it is done properly is what the additional costs are. Mr. Lockridge agreed and gave an overview of what was presented to Council in December when they did not have the exact engineered drawings and the bare minimum was to get the HVAC in place. He explained the upgrade and the match of what the rest of the roof in the future would be is the cost increase. Councilman Milliken asked if he had a chance to look at the part of the roof that is not going to be covered now and had any idea what it might cost. Councilman Milliken said he is worried that if we fix half of the roof, we are going to end up soon having to fix the other half and questioned the quality of the material in the remaining roof structure. Mr. Lockridge said he would need to talk to his roofing subcontractor but currently the roof is sealed and works. However, in the next five years there is potential to replace the remainder of the roof. He said in looking at the building, the air conditioner currently sits in a well, so they are only working on the inside of that well up to the top and not going into the rest of the roof itself; so, it is a separated area from the rest of the roof, which gives an opportunity to get into it without disturbing the remainder of the roof. He noted

this is a good thing because of the roof and its age and not wanting to disturb it until you have to, which he thinks will probably be the next five years.

Vote:

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

Committee Reports:

Land Use Committee: Councilwoman Mignano reported that she is reaching out to Dana Miley, James Island Charter High School, to follow up with the Repair Care Internship Program

Nomination to Board of Zoning Appeals: Councilwoman Mignano stated that she has reached out to several persons and will forward to the Town Clerk.

Environment and Beautification Committee: Councilman Milliken announced that James Island Pride will be hosting its first litter pickup of 2021 on Saturday from 9-11 a.m. Face covering and social distancing will be adhered.

Children's Committee: No report

Public Safety Committee: No report

History Committee: Mayor Woolsey announced that the History Council suspended all events until summer due to COVID-19 (Black History and the First Shot).

Nomination to History Council: Councilwoman Mignano will forward to the Town Clerk.

Rethink Folly Road: No report

Drainage Committee: Councilman Mullinax announced the Drainage Committee met on January 14 and discussed topics such as: James Island Creek, Central Park Drainage, and the Lighthouse Point Basins. He complimented Mark Johnson on the Town's Pet Waste Program. We hope to have 30 stations throughout the Town. Since the program began 7,000 pounds of pet waste has been collected that otherwise would have found its way into our waterways. He attributed the program as a great success. The next Drainage meeting in April will be announced.

Business Development Committee: Councilman Boles announced that the group has not held regular meetings since COVID but communicate by email and phone. There were no requests from members for this month's meeting. Councilman Boles announced for those listening on Zoom that a lot of great restaurants are still open in the Town. He thanked Nick Skover (Paisano), Smokey Oak, and Angie Bellinger (Workman's Café). He said there are also new businesses opening in the middle of all of this and asked everyone to support our local businesses.

Trees Advisory Committee: Councilman Milliken announced that the Tree Advisory Council met on January 12. They have been working with Mark Johnson (Public Works) and Kristen Crane (Planning) on developing a program to survey all of our trees in the right-of-way on James Island. Mr. Johnson has completed interviews for the tree survey applicants and has come up with four candidates. The next step

involves getting them hired and trained so they can begin collecting data. The Council also reviewed the rules for correspondence at its last meeting by email to ensure compliance with FOIA.

James Island Intergovernmental Council (JIIC): Mayor Woolsey announced the JIIC met last night and the group heard discussions on general permits for drainage canals.

#### Proclamations and Resolutions:

Resolution #2021-01: Resolution Committing Town Greenbelt Funds for City Greenbelt Project: Mrs. Kellahan shared her screen to reference a map of the parcel. She stated that the City of Charleston has approached the Town to contribute \$50,000 of its Greenbelt funds to purchase property on Howle Avenue. She said we have not received a copy of the City's Greenbelt Application as yet but information about the property is in the Resolution. The request is to use the parcel to help promote positive drainage in the area and to create some walking trails to nearby neighborhoods. Councilman Milliken moved for discussion; Councilman Mullinax seconded.

Councilman Milliken said he would like to see the Conceptual Plan. He is aware there will be a pond and walking trails but is unsure if it would be a trail around the pond or if it would access other locations. He said if the parcel facilitates drainage to give aid to some people he would be for it, but he wants to know more about the Plan. He also stated that the parcel is outside of the Town, in unincorporated Charleston County. Mayor Woolsey responded that these particular parcels are in the City of Charleston, and unincorporated Charleston County is near there, but it is north of the Town's boundaries. Mayor Woolsey said his understanding is this will be a drainage project but also a Pocket Park. He said the Town would be contributing a small share of its Greenbelt funds to the City to purchase it.

Councilwoman Mignano asked if the Town would be part owner of the property and Mayor Woolsey said no, we would be contributing towards the City's purchase. Councilwoman Mignano asked if we would pay for improvements and Mayor Woolsey said no and reiterated that the Town would be contributing \$50,000 of its Greenbelt funds to the City. The City would pay \$300,000 to purchase and the County would construct the drainage system and the trails. Councilwoman Mignano asked if there are Town properties that would be impacted by the drainage projects. Mayor Woolsey said he did not know if the map showed that, but the short the answer is no. He said the properties benefitting the most is a mixed neighborhood of the unincorporated area and City; properties that were once in the Town on Howle Avenue, that runs from Maybank to the parcel and has severe flooding. Mayor Woolsey added that citizens in the Town would be able to go to the park and enjoy it as any other park on the island. Councilman Boles said he looked on GIS and the property owner is Howle Avenue, LLC, and the Secretary of State records show the registered owner as Ryan Buck. He asked what would the benefit be Town residents; but, at the same time it show a kindness to the people living there because of flooding. Councilman Boles said he echoes some of the concerns mentioned because of past transactions where the Town ends up helping to finance something that doesn't benefit the Town and he is a little hesitant on this. He said if he heard the Mayor correctly, the deadline for the City to purchase is the end of January and Mayor Woolsey confirmed. Mayor Woolsey explained that no cash would be allocated from the Town. This would be from Town Greenbelt funds and that money would not be spent on future Town projects. He explained the Town's last purchase through Greenbelt funds was Brantley Park and the City also contributed with its Greenbelt Funds. He said the request before Council is not for a Town managed park, it is to contribute some of its Greenbelt funds to the City to purchase the property. Councilman Milliken spoke of not having the data and how that would work is a major factor of how he would vote. After continued discussion, Councilwoman Mignano asked if we could obtain more information so an informed decision could be made before the end of the month



mentioning a call for a special meeting. Councilwoman Mignano moved to postpone consideration for further information, Councilman Boles seconded.

Vote

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

Passed

Resolution #2021-02: Resolution Supporting Town TST Funding Request: Mrs. Kellahan presented for approval the Town's submission for funding the Dills Bluff Sidewalk, Phase III (Seaside Lane to Condon Dr.) The total estimated construction cost of the project is \$349,140 and the Town's match would be \$174,5470 from the Capital Projects Budget. Mrs. Kellahan said this project was submitted last year but our chances for approval this year looks better. The project is in the permitting stage with SC DOT. Motion in favor by Councilman Milliken, seconded by Councilman Mullinax.

Vote

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

Unanimous

Resolution #2021-03: Resolution Belle Terre HOA: Councilman Mullinax gave an overview of the Resolution. He stated that he has been dealing with this issue since coming on Council in 2012. Out of the blue, he said gates appeared during construction of the Belle Terre development and they reasoned it was for temporary measures to protect the construction from vandalism and thefts. He said when the gates went up, it looked permanent and anyone who has seen them could attest to. Councilman Mullinax said at the time Councilman Riegle was on City Council as the Mayor Pro Tem and Mayor Riley and he got them involved. He said at the time there was a policy against gated communities. However, it appeared the developers found a loophole that at the 21<sup>st</sup> occupancy permit the gates would come down, which is getting close to that time. Councilman Mullinax said there is a lot of chatter that the HOA would like to have the gates permanently and want to close off the two roads in question from the residents of Lighthouse Point. He said residents at the rear of Lighthouse Point has one way to the entrance on Schooner Road, which floods during king tides causing residents to drive through saltwater. Councilman Mullinax said he thought it would be good to let the HOA know how the Town feels and ask the City of Charleston that if this is requested by the HOA that they take our Resolution into consideration and not allow it. He said closing off the roads would create undue hardship for the 100 residents in Lighthouse Point. Councilman Mullinax said the reason for the Resolution is to the HOA to be good neighbors and adhere to the agreement of 2012. Councilman Mullinax moved in favor and Councilman Milliken seconded.

Councilman Milliken moved to amend. He said the Resolution is a great idea and he is in support of it but is concerned that it only addresses action by the Belle Terre HOA, but the City of Charleston is the authority that could direct the HOA on whether or not they could have a gate. Councilman Milliken said his amendment would strike #2 and replaced it with: **the Town of James Island requests that the City of Charleston not privatize the public roads of Tanner Trail and Parrot Point Drive, and.** Councilman Mullinax seconded.

Mayor Woolsey said he agree with Councilman Milliken's thoughts and approach but believe it is inappropriate for us to ask the neighborhood not to make this request; that we should deal directly with the City and say basically what Councilman Milliken said. Mayor Woolsey moved to amend Councilman Milliken's amendment to substitute the three (3) statements and include Councilman Milliken's amendment. **The Town of James Island requests that the City of Charleston retain Tanner Trail and Parrot Point Trail as public roads; and**

**The Town requests that the City of Charleston enforce its 2012 agreement with the Belle Terre HOA to permanently open the gates closing public access to these public roads.**

Councilman Milliken seconded. Mayor Woolsey said if this amendment passes it will substitute the three statements of what we should say. As an aside he mentioned that he and Councilman Mullinax has been in conversations with Councilwoman Jackson and he believes the City is sympathetic to this view and is inclined to do what we request but is waiting.

Vote: Amending the Amendment (Woolsey)

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

Councilman Boles asked the possibility of inviting a representative from the HOA and have some type of forum or discussion about this to see if they would voluntarily help their neighbors. Mayor Woolsey said he thinks that we could.

Vote: Amendment (Milliken)

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

Vote on Resolution as Amended

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

Emergency Ordinances:

Emergency Ordinance: E-07-2020 Providing for Required Face Coverings in Public Places due to the COVID-19 Virus and Exceptions Thereto: Expires: 01-21-2021: Mayor Woolsey moved to extend Emergency Ordinance E-07-2020 to February 18, 2021, Councilman Milliken seconded.

Vote

Councilman Boles	Yes
Councilwoman Mignano	No

Councilman Milliken	Yes
Councilman Mullinax	Yes
Mayor Woolsey	Yes
Passed	

Ordinances up for Second/Final Reading: None

Ordinances up for First Reading:

Ordinance #2021-01: Proposed Revisions to Town of James Island Comprehensive Plan: Planning Director, Kristen Crane stated that the Planning Commission had been working on revisions to the Plan over the past year. She said according to SC law, the Comprehensive Plan is reviewed every five years and updated every 10. The Town's Plan was last updated in 2015/2016. Since March 2021, eight meetings have been held, five of which were public workshops on Zoom due to COVID. Mrs. Crane said the Comp Plan is meant to serve as a guide for public decision making and it states the Town's goals, timeframes, and strategies for the nine required elements in the Plan. She noted that much of the Housing and Population Elements were not updated due to the 2020 Census data but will be once that data is released. The Planning Commission also enlisted the James Island PSD, CARTA, SCDNR and our Public Works Department (Mark Johnson) for information into the Plan. Motion in favor by Councilman Boles, Councilman Milliken seconded for discussion. Councilman Milliken thanked Mrs. Crane, Ms. Wood, and the Planning Commission for doing a great job in updating the Plan.

Questions, Discussion and Changes to Comp Plan:

Councilman Milliken questioned the word *ecosystem services*, Page 4 (Land Use Element Goal) and prefers leaving it as *ecosystems*

Councilwoman Mignano questioned the word *mutualistic* Page 8, that it may not be the right word to use in our Comp Plan. There was discussion to go back and use the word "*positive*". **Mayor Woolsey moved to change the language to read: Encourage redevelopment to improve current aesthetics and diversity of amenities in the Town's commercial areas; seconded by Councilman Mullinax.**

Vote:

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

*Mutualistic*, Page 7 under Land Use Element Background and Inventory of Existing Conditions *mutualistic* is also used. **Mayor Woolsey moved for the sentence to read: The existing commercial uses in the Town's boundary are diverse in nature. Councilwoman Mignano seconded.**

Vote:

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

*and Mutualistic*, Page 8 under Community Commercial. Mayor Woolsey moved to drop *and mutualistic*, Councilman Milliken seconded.

Vote

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

*Ecosystem Services*, Chapter 2: Goals: Councilman Milliken said that ecosystem services appears frequently throughout the document and rather than voting at each section where it appears, **Councilman Milliken moved to drop services everywhere it appears and preserve ecosystem. If ecosystem is plural an “s should be added for appropriate grammar. Mayor Woolsey seconded**, adding that this change would come back to Council at the Second Reading.

Vote

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

*Housing, Chapter 3.6*: Mayor Woolsey asked the Planning Director to explain under H-3: pertaining to Affordable Housing. Mrs. Crane explained there is an Affordable Housing Clause in our Ordinance that allows four units per acre. She said it has not been utilized since she has been with the Town. The Planning Commission thought it could be promoted better if our density bonus were a little higher than four units per acre, or to make it easier for affordable housing on James Island using this as a guide. Mayor Woolsey said we already have this as a part of our Zoning Ordinance and asked Mrs. Crane that by having this in the Comprehensive Plan is it a way to promote it better and she said yes.

*Chapter 3:3 Natural Resources Element*: Councilman Milliken referenced the Trees Advisory Council and their process of having a tree survey conducted and is information that needs to be included. He said under Vegetation, to make mention of the Tree Council’s commitment to planning and caring for trees. He said this is an important part of the Natural Resources Element and highlights what James Island does. Councilman Milliken said he did not have language to offer but this is worthwhile to include. Mrs. Crane said this could be added under #5 of the Natural Resources. Mayor Woolsey said language would need to be developed and sent to the Planning Commission.

*Vegetation*, Page 16, Mayor Woolsey said he was troubled by the vegetation language because they are not on James Island. His understanding of our natural forest on James Island is a maritime forest and it is Laurel Oak and others; but is not the Upland Pine Forest as other parts of the County. He said we should stay with vegetation that is on James Island. Mayor Woolsey added that if we are going to add language about the Tree Advisory Council promoting trees throughout James Island, we should make that revision.

**Councilman Milliken moved to amend the Natural Resources Section, Page 14, to update it with real information about types of vegetation and types of ecological zones on James Island and include information about the Trees Advisory Council in the Natural Resources Element.** He said this could

be a goal of the element that we come up with for the Tree Census for the types and species of trees we have in the public spaces on the island. **Councilwoman Mignano seconded.**

Vote

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

*Parks and Recreation Services*, Page 51: Councilman Milliken said we have had a number of people come to us and lament the fact that we do not have many recreational programs and services for youths on the island and it would be good to add a goal similar to CF8

*Add Goal CF9 to read:* Councilman Milliken moved to **explore opportunities to create and maintain more active recreational activities and facilities for the youth of James Island; Councilman Mullinax seconded.** Councilman Milliken said this would target the youth on James Island as a steadfast goal.

Vote

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

Councilman Milliken suggested adding an **Energy Element to the Comprehensive Plan** since we have recently passed a Climate Resolution. He said as a next step that we should have a mechanism to evaluate some of our policies, procedures, and practices, that the Town does. He said perhaps when the Plan is revisited in five years that we could add an Energy Element to see how we are doing with our Climate Resolution. Mayor Wooley said he would take this as recommendation to the Planning Director and Planning Commission to work towards developing an Energy Element for the rewrite in five years.

Mayor Woolsey called for a vote to approve the changes made. He said the changes in the Natural Resource Element may be too vague to be approved but the rest as amended.

Vote on Changes as Amended

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

New Business: None

Executive Session: None

Announcements/Closing Comments:

Councilman Boles thanked everyone and to be safe.

Councilwoman Mignano thanked everyone for their hard work.

Councilman Milliken thanked everyone and is looking to 2021 with great optimism.

Councilman Mullinax thanked everyone for their support of Lighthouse Point and its long efforts for the residents.

Mayor Woolsey gave a brief update on COVID 19. He said during the summer we were getting counts almost daily but have slowed down and now we get them once a week. The recent figure was 326 which is close to the peak from July in 29412. Those are people that tested positive and claim residency on James Island. Mayor Woolsey urged everyone to practice social distancing and wear masks. He said the key spread is people sharing breath by talking to each other or being too close. He encouraged everyone to vaccinated as soon as they could. Those over age 70 are now eligible as well as health care workers.

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

Respectfully submitted:

Frances Simmons  
Town Clerk

















PROJECTS										
Camp/Folly Landscaping									-	30,000
Folly Road Beautification									-	10,000
Pinckney Park Pavilion	403		15						418	
Brantley Park		855							855	185,692
James Island Arts & Cultural Center		4,850	22,745	2,571	8,531	24,784	7,773		71,254	232,068
Undergrounding Power Lines									-	142,000
Ft. Johnson									-	100,000
Folly Road Multi Use Path Wilton-Ft. Johnson									-	42,000
Other Tourism-Related Projects									-	50,000
									-	
	14,203	6,427	23,091	4,645	15,484	26,429	8,114		98,393	1,106,850
										9%

### TREE MITIGATION FUND

Tree Mitigation revenue									1,392	500
Tree Mitigation expense					460				(460)	500
	-	-	-	-	460	-	-		932	

### JAMES ISLAND PRIDE

James Island Pride revenue/donations									426	3,500
Jsmes Island Pride expense	-					52	150		(202)	
Helping Hands Donations									423	
Helping Hands Expense							339		(339)	-

# ADMINISTRATOR'S REPORT

Feb-21

## ADMIN NOTES

- 1) TST Grant Submitted for Dills Bluff Sidewalk, Phase III, Seaside to Condon Dr.
- 2) Letter of Support from Town for CARTA funding request to replace 7 buses with Battery-Electric bus models - see attached
- 3) James Island Foundation, a Town 501c3, has been submitted to establish a new funding mechanism for grant opportunities
- 4) Preconstruction meeting at N. Stiles, Hazard Mitigation project was held and program scheduled to wrap by end of March
- 5) Request for Proposals currently advertised for Right-of-Way Acquisition Services, due Feb. 24th
- 6) Letter to Residents for Regatta Sidewalk Project attached, scheduling series of meetings
- 7) Budget workshop scheduled for March 4th at 6:30 pm

**Business Licenses** **341**

\*54 of those processed at Town hall

### Code Enforcement Cases

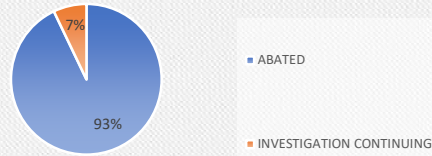
<b>TOTAL CASES</b>	<b>676</b>
<b>ABATED</b>	<b>628</b>
<b>INVESTIGATION CONTINUING</b>	<b>48</b>
RANK VEGETATION / SOLID WASTE	165
INOPERABLE VEHICLE	123
TREE CASES	45
NUISANCE PROPERTY	62

#4 new cases

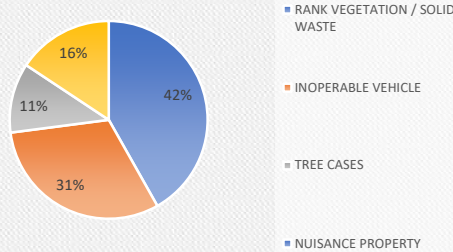
### Building Permits & Inspections

	Permits	Inspections
<b>Current Month</b>	80	122
Building	23	58
Electrical	15	19
Plumbing	3	18
Mechanical	10	12
Gas	10	11
Pool	1	
Roofing	10	
Fire System	2	4
Sign	-	
Trades	6	
Manufactured Home	-	
<b>Previous Month</b>	66	127

### Code Enforcement - Case Status



### Code Enforcement - Case Type

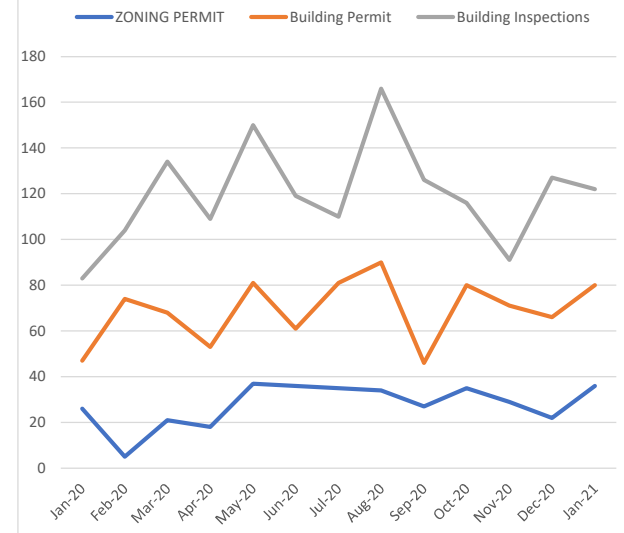


PERMIT TYPE	Jan-21
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	1
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	11
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	11
REZONING	
SPR	
SIGN PERMIT	1
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	
TEMPORARY ZONING	1
TREE REMOVAL	10
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	1
<b>TOTAL</b>	<b>36</b>

## PUBLIC WORKS NOTES

- 1) There was 1 new requests for service in January, it was drainage related. Staff has responded to the request.
  - 2) Staff participated in a national zoom meeting for Public Works Asset Management.
  - 3) Staff participated in a virtual meeting for the James Island Creek TMDL.
  - 4) Staff participated in the Town's Drainage Committee meeting.
  - 5) Staff participated in the virtual Neighborhood Council Meeting.
  - 6) Staff interviewed candidates for the tree internship program.
- Staff cleaned 8 signs in December and installed 1 new STOP sign and 4 new street name signs.
- Staff filled 3 potholes and also cut vegetation on right of way to improve driver vision in various locations.

### PERMITS - 13 MONTH HISTORY



# Town of James Island

*Bill Woolsey*  
Mayor

February 10, 2021



Council Members

*Daniel C. Boles*

*Dr. Cynthia Mignano*

*Garrett Milliken*

*Darren "Froy" Mullinax*

South Carolina Department of Insurance  
Stakeholder Organization  
Attn: Kendall Buchanan  
1201 Main Street, Suite 1000  
Columbia, South Carolina 29201

**Re: Volkswagen Environmental Mitigation Trust Request for Applications: Round 2**

Dear Ms. Buchanan,

I am writing to express the Town of James Island's support for BCDCOG's submittal to the South Carolina Volkswagen Environmental Mitigation Trust Request for Applications: Round 2 to replace seven (7) model year 1996 diesel transit buses operated by the Charleston Area Regional Transit Authority (CARTA) with zero-emission, battery-electric buses.

CARTA's fixed route service provides a vital link to employment, education, and medical facilities throughout the region, and the vehicles to be replaced travel on some of our most congested corridors. We fully support the agency's goal to modernize its fleet with zero emission, battery-electric buses.

Sincerely,

*Bill Woolsey*

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



# Town of James Island

*Bill Woolsey*  
Mayor



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

February 9, 2021

Dear Property Owner:

As you may be aware, at the request of our citizens, the Town of James Island is intending to construct a sidewalk along a portion of Regatta Road between the intersections of Nabors Drive and Stillwater Drive. Attached for your review is a sketch of your property showing the new sidewalk and the anticipated modifications required adjacent to and on a portion of your property. Where modifications are required, we intend to remove a portion of your existing driveway and replace it with new concrete sloped to meet the new sidewalk. Similarly, all grassed areas will be re-sloped and sodded.

Prior to beginning construction and doing any work that affects your property, the Town must receive your permission for the work. Typically, this is achieved through the granting of a temporary easement for construction. We anticipate questions and are available to meet with you in person following appropriate guidelines of wearing a mask and keeping socially distant. When you are satisfied with the proposed work, we will provide the temporary construction easement agreement for your signature(s).

We are proposing the following time slots for site meetings. If you need to meet virtually, we can arrange that as well. Please email me at [akellahan@jamesislandsc.us](mailto:akellahan@jamesislandsc.us) regarding a below date and time that will work for you. If none work, please propose an alternate date/time so I may coordinate that with our engineers.

Monday, February 22<sup>nd</sup> 9 am to 10 am  
Monday, February 22<sup>nd</sup> 4 pm to 5 pm  
Wednesday, February 24<sup>th</sup> 8 am to 9 am  
Wednesday February 24<sup>th</sup> 5:30 pm to 6:30 pm

Sincerely,

Ashley Kellahan, Town Administrator

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



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

January 26, 2021

Ms. Ashley Kellahan  
Town of James Island Administrator  
1122 Dills Bluff Road  
James Island, SC 29412

Re: Stone Post / Ocean View Roads  
Drainage Improvements  
Town of James Island, South Carolina  
T&H J-28073.0000  
Letter Agreement for Additional Services

Dear Ms. Kellahan:

Pursuant to our email communications on January 26, 2021, you requested Thomas & Hutton perform the following scope changes, which were not included in our original contract: preparation of easement exhibits.

In order to provide the additional scope of work specified, we request a modification of our contract. Our fee to perform the described scope change is to be provided on a unit cost basis. The unit cost is to be \$900 per easement exhibit. We understand that seven (7) exhibits are required and thus our total fee for this additional work is \$6,300. We will provide completed easement exhibits on a Thomas & Hutton border suitable for attaching to an easement document. We understand that another Consultant is assisting the Town of James Island (the Town) with the preparation of the easement document, negotiations and coordination with property owners, and recording the easement with the County.

If acceptable, please indicate your authorization to proceed with this additional work by signing and initialing where designated below and returning a copy to us for our files. This proposal will be open for acceptance until March 31, 2021 unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed. This extra work is subject to the terms and conditions of the contract executed for this project dated August 22, 2019.

This proposal between the Town of James Island (Owner) and Thomas & Hutton Engineering Co. ("Consultant"), consisting of this letter and the Consulting Services on a Time & Expense Basis Rate Sheet represent the entire understanding between you and us with respect to the scope change. This agreement may only be modified in writing if signed by both of us.

\_\_\_\_\_  
**Owner's Initials**


 \_\_\_\_\_  
**Consultant's Initials**

Ms. Ashley Kellahan  
Town of James Island Administrator  
Letter Agreement for Additional Services  
January 26, 2021  
Page 2

We appreciate this opportunity to be of service to you on this project. Should you have any questions or need further information, please do not hesitate to call on us.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By   
Richard Karkowski, PE  
Project Manager / Principal

RPK/ala

Enclosures: Rate Sheet

**TOWN OF JAMES ISLAND**

ACCEPTED: \_\_\_\_\_, 2021

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Owner's Initials

 \_\_\_\_\_  
Consultant's Initials

January 1, 2021

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

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

The current hourly rate charges for each skill position for 2021 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/Administrative
\$ 250.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 225.00	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 205.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V Survey Party (3-Men)	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 190.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 175.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 165.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 150.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I Survey Party (2-Men)	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 140.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 130.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 120.00	Designer II Engineering Technician II	Staff Surveyor III	Landscape Designer II	GIS Analyst II		Application Developer II
\$ 110.00	Designer I Engineering Technician I	Survey Party (1-Man) Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 100.00	CADD Technician III	Survey Technician III Staff Surveyor I	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 90.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 85.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 80.00						Admin II
\$ 75.00						Admin I
\$ 400.00	Expert Witness					

- When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
- Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate of \$0.56 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
- All rates and charges are effective through January 1, 2022, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

Owner's Initials

Consultant's Initials



10 February 2021

Ashley Kellahan  
Town Administrator  
Town of James Island, SC

RE: Proposal to plan a history exhibit in the new Arts and Cultural Center, Town of James Island

Dear Ashley,

HW EXHIBITS (HWE), the public history division of Brockington and Associates, Inc. (Brockington), is pleased to offer our services to the Town of James Island to undertake all tasks necessary to develop a concept plan for interpretive exhibits about the history of James Island at the Town's new Arts and Cultural Center.

HWE will work in partnership with town staff to develop an exhibit plan that sets out exhibit themes and stories, imagines interpretive experiences for visitors, determines the interpretive products that can create those experiences, and diagrams the organization of the stories and exhibit components (walls, artifact cases, interpretive panels, digital interactives, etc.) throughout the designated gallery. In addition, we will help staff develop a concept for a temporary exhibit based on the Town's history booklet published in 2019. The exhibit can be presented in the history gallery while the permanent exhibit is designed, fabricated, and installed. We will:

- Host a project kickoff meeting and planning workshop
- Prepare a concept for a temporary exhibit based on the James Island history booklet
- Prepare a Draft Exhibit Plan based on discussions at the Planning Workshop
- Deliver the Draft Exhibit Plan to the Town for review and comment
- Address town comments and prepare the Final Exhibit Plan
- Prepare a scope of work and cost estimate to design, fabricate, and install the temporary exhibit
- Prepare a scope of work and cost estimate design, fabricate, and install the permanent exhibit

We believe HWE is uniquely qualified to complete the Exhibit Plan for the Town of James Island. We have had an office in Mount Pleasant, South Carolina for 30 years and understand the importance of preserving, interpreting, and sharing the stories that make our Lowcountry communities unique. Our HWE team includes planners, interpretive writers, preservation specialists, and creative exhibit developers and designers. As a local company, our team can provide prompt, personal, onsite service throughout the project. The Town of James Island will benefit from our experience managing cultural resources, our deep understanding of the history of Charleston County, and our long-held dedication to sharing the past with our communities. The following proposal sets out our approach to this project and associated costs.

HWE will work with Town of James Island staff to develop a plan for interpretive exhibits at the new Arts and Cultural Center. This approach will ensure that the concerns and vision of town staff are incorporated into the plan. To facilitate this collaborative effort, we propose to host a site visit and planning workshop with project partners to discuss ideas for the new history gallery, discuss exhibit themes and topics, discuss potential interpretive products that can be developed to share those stories, and establish the overall look and feel of the exhibits. HWE will use the ideas generated during the workshop to prepare a draft exhibit plan for review. We will address comments to the draft plan and prepare a final exhibit plan for approval. In addition, we will help staff develop a concept for a temporary exhibit based on the Town's history booklet published in 2019. The exhibit can be presented in the history gallery while the permanent exhibit is designed, fabricated, and installed. The following discussion sets out the tasks necessary to develop and prepare plans for both the temporary and permanent exhibits. All tasks will be completed by HWE in partnership with Town of James Island staff.

### Task 1. Site Visit + Planning Workshop

HWE will begin this project by attending a site visit and hosting a planning workshop. During the workshop, the HWE team will explore the Town's vision for the new history exhibits; review content themes and topics; discuss the Town's desire to borrow and/or acquire historical objects for display; and explore preliminary ideas for how we will present the stories in the new gallery. We will:

- Identify facility requirements and constraints
- Review permanent exhibit goals and objectives
- Listen to the needs, concerns, ideas, and “must haves” from Town staff
- Review preliminary ideas regarding exhibit themes, topics, and stories
- Discuss object collections and archival materials
- Discuss preliminary ideas for the flow of stories through the space
- Discuss approaches to interpretation (digital graphics, technology, hands-on experiences, etc.)
- Discuss a concept for a temporary exhibit based on the James Island history booklet

### Task 2. Exhibit Plan Development – Draft

HWE will use the ideas discussed during the planning workshop to develop a Draft Exhibit Plan. The plan will include an overview of content themes and topics; the physical layout of the proposed exhibit; a list of exhibit components; preliminary sketches of any unique casework and constructions; and a brief description of the exhibit experience. We will submit our Draft Exhibit Plan for review and comment. Our plan will include:

- A summary of interpretive themes, topics, and stories
- A floor plan showing the arrangement of stories and interpretive products throughout the space
- Preliminary wall elevations showing the arrangement of interpretive products
- Sketches of any proposed casework or other fabrications, as appropriate
- A design scheme package and approach to digital graphics

### Task 3. Exhibit Plan Development – Final

HWE will address all client comments to the Draft Exhibit Plan and prepare a Final Exhibit Plan Packet. The plan will include all products presented in Draft One as well as an initial assessment of design/build costs. We will submit the final plan as a digital PDF.

### Task 4. Temporary Exhibit Concept Development

HWE will develop a concept for a temporary exhibit that can be presented in the history gallery while the permanent exhibit is designed and fabricated. We will use the designs and content presented in the James Island History booklet as the basis for the exhibit. HWE will include our ideas in the master planning packet.

### Planning Costs

<b>Task</b>	<b>Cost</b>
Task 1: Planning Meeting	\$2,000.00
Task 2: Exhibit Plan Development (Draft)	\$5,632.00
Task 3: Exhibit Plan Development (Final)	\$4,816.00
Task 4: Temporary Exhibit Concept Development	\$2,816.00
Supplies	\$381.28
Subtotal	\$15,645.28
	<b>Preferred Client Discount (10%)</b>
	<b>\$-1,526.40</b>
	<b>Project Total</b>
	<b>\$14,118.88</b>

Thank you for the opportunity to offer our services. Please do not hesitate to call if I can provide additional information.

Sincerely,



Carol J. Poplin  
Director

HW Exhibits  
[carol@hwexhibits.com](mailto:carol@hwexhibits.com)  
843.323.0119



# memo

To: Town Council  
From: John Porcelli  
  
Date: February 11, 2021  
Re: 1264 Ft. Johnson Road – Unsafe structure

---

Town Building Regulations Section 150.13(b), “Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section. That, if the owner fails to comply with an order to remove or demolish the dwelling, the Building Official may cause such dwelling to be removed or demolished; and that the amount of the cost of such repairs, alterations or improvements, vacating and closing, or removal or demolition by the Building Official shall be a lien against the real property upon which such cost was incurred and shall be collectible in the same manner as municipal taxes.”

This structure, a three- unit, single-story brick building, was deemed unsafe beginning in August, 2017. The exterior reveals a failing roof covering that has allowed water to infiltrate the interior causing damage to the interior finishes such as the sheetrock, woodwork, flooring, and mechanical and electrical systems. Structurally, the roof system has deteriorated and needs to be replaced. There are no working bathrooms or kitchens. The mechanical and electrical systems must be replaced, along with the plumbing for kitchens and bathrooms. The structure has been neglected for many years and I have deemed it unsafe.

I have made many attempts over several years to work with the individuals who have interest in the property to either remove the structure themselves or make the necessary repairs, and no progress has been made. I have sought estimates for the demolition work, and recommend moving forward with the low estimate provided by Waste Services, attached.

Attachment: Proposal for demolition





P.O. Box 71574  
Charleston, SC 29415  
(843) 277 -2800

January 14, 2020

Re: 1264 Ft Johnson Rd

John,

The price to demo the structure at 1264 Ft Johnson Rd is \$9,950. This price includes permits, labor, materials, tree barriers, silk fence installation and disposal. Thanks again, we look forward to working with you in the future on this job and many more in the future.

Sincerely,

Brian K Cannon  
CEO  
843-300-5868 Cell  
843-277-2800 Office  
[Brian@wasteservicesllc.com](mailto:Brian@wasteservicesllc.com)

Waste Services LLC.

Waste Services, LLC is a locally owned Waste Disposal Company that provides Commercial, Industrial and Municipal solid waste collection services with a fleet of 25+trucks most being 2016 and newer up to 2020 with GPS for easy tracking and location verification.

Waste Services has a combined 175+ years experience in customer satisfaction, experience, safety and employee retention. We pride ourselves with offering outstanding customer service with competitive rates, new equipment and always looking for ways to cut cost for our customers through recycling and new business ventures. Waste Services newest venture will be a Food Waste Recycling program that will start in 2021 to cut down on the amount of waste taken to landfills and lowering disposal cost for Hospitals, Hotels, Schools and Restaurants. Food Waste is around 40% of the waste generated from these facilities. Cardboard and paper make up another 25%. We believe that we can help facilities like these by educating and implementing recycle programs in our communities.



2/9/2021

Town of James Island  
1122 Dills Bluff Rd  
James Island, SC 29412  
RE: Planned Maintenance Proposal

Dear Douglas Sparling,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*John Stiles*

John Stiles  
PEM Sales Manager  
Office: (843) 998-1274  
Cell:  
Email: john.stiles@cummins.com



Cummins Sales and Service  
 231 Farmington Road  
 Summerville, SC 29486  
 Phone: (843) 851-9819  
 Fax: (404) 763-0711

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
Town of James Island 1122 Dills Bluff Rd James Island, SC 29412	Name: Douglas Sparling Phone: 843 795 4141 Cell: 843 998 4545	Quote Date:	2/9/2021
Customer #:	Fax:	Quote Expires:	4/10/2021
Payment Type: Pay As You Go	E-mail: dsparling@jamesislandsc.us	Quote ID:	QT-4373
		Quoted By:	John Stiles
		Quote Term:	5 Year

**Site Name:Town Hall**  
 (1122 Dills Bluff Rd James Island SC 29412)

Unit Name: Town Hall  
 Make: Onan  
 Model: DSGAD  
 S/N: C180332793  
 Size: 175kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	September	Inspection	1	\$388.00	\$388.00
1	March	Full Service	1	\$791.33	\$791.33
1	March	Loadbank (1.5 Hrs)	1	\$587.50	\$587.50
1	March	Battery	1	\$141.35	\$141.35
Year 1 Total:					\$1,908.18
2	September	Inspection	1	\$397.75	\$397.75
2	March	Full Service	1	\$813.18	\$813.18
2	March	Loadbank (1.5 Hrs)	1	\$600.62	\$600.62
Year 2 Total:					\$1,811.55
3	September	Inspection	1	\$407.79	\$407.79
3	March	Full Service	1	\$835.69	\$835.69
3	March	Loadbank (1.5 Hrs)	1	\$614.14	\$614.14
3	March	Battery	1	\$149.96	\$149.96
Year 3 Total:					\$2,007.58
4	September	Inspection	1	\$418.14	\$418.14
4	March	Full Service	1	\$858.87	\$858.87
4	March	Loadbank (1.5 Hrs)	1	\$628.07	\$628.07
Year 4 Total:					\$1,905.08
5	September	Inspection	1	\$428.79	\$428.79
5	March	Full Service	1	\$882.74	\$882.74
5	March	Loadbank (1.5 Hrs)	1	\$642.41	\$642.41
5	March	Battery	1	\$159.09	\$159.09
Year 5 Total:					\$2,113.03

The following riders are included for this unit on this quote:  
 With Full Service: Fuel Cleanliness - DFCLP (Basic), Oil Analysis - BMP (Basic)

**Total Agreement Amount:\*** **\$9,745.40**  
 \*Quote does not include applicable taxes



Cummins Sales and Service  
 231 Farmington Road  
 Summerville, SC 29486  
 Phone: (843) 851-9819

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
Town of James Island 1122 Dills Bluff Rd James Island, SC 29412 Customer #: Payment Type: Pay As You Go	Name: Douglas Sparling Phone: 843 795 4141 Cell: 843 998 4545 Fax: E-mail: dsparling@jamesislandsc.us	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	2/9/2021 4/10/2021 QT-4373 John Stiles 5 Year

**Total Agreement Amount:\*** **\$9,745.40**  
*\*Quote does not include applicable taxes*

Comment:

**Total Agreement Amount Does Not Include Applicable Taxes. Please call 804-232-7428 or Email southpm@cummins.com for invoice total prior to sending payment.**

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

**Selection Required for Load Bank Test**

Readings will be taken every 15 minutes, unless otherwise specified.

\*If no selection is made, we will perform this option by default

- \*Annual Load Bank Test, NFPA 110, 8.4.2.3 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 minutes, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes for a total run time of 1.5 continuous hours.
- 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes, for a total of 1.5 continuous hours
- 80% of the EPS nameplate kW rating for 1.5 continuous hours
- Other – Please Specify \_\_\_\_\_

**Please return signed agreement to:**

Cummins Inc.  
 South Region  
 5125 Hwy 85  
 Atlanta, GA 30294  
 Email: southpm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

**Customer Approval (Quote ID QT-4373)** **Cummins Sales and Service Approval**

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

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

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**8. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**9. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**10. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**11. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**12. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

# GENERATOR PLANNED MAINTENANCE

## SCOPE OF SERVICES



### **INSPECTION:** (Monthly, Quarterly or One-Time Per Year)

#### **SAFETY:**

- Perform Lock Out Tag Out procedure (LOTO)

#### **BATTERY & BATTERY CHARGER SYSTEM:**

- Check/record battery charger functions & charge rate
- Check connections, termination cleanliness & security
- Check electrolyte level, vent caps & all cells in starting battery
- Check specific gravity of batteries
- Test starting batteries with electronic analyzer
- Check starter connections and wiring
- Check starting voltage

#### **FUEL SYSTEM:**

- Inspect main tank/day tank fuel level & test transfer pump operation
- Inspect tank vents & overflow piping
- Inspect gaseous fuel regulator vent (natural gas only)
- Inspect all fuel hoses, clamps, pipes, components, vents & fittings
- Inspect governor linkage & oil level (if applicable)
- Drain condensation from fuel/water separators
- Inspect fuel tank for water
- **Optional** - fuel sample for laboratory analysis\*

#### **ENGINE COOLING SYSTEM:**

- Inspect water pump, all hoses and clamps for leaks, coolant level & condition
- Inspect radiator condition
- Observe coolant heater operations
- Inspect drive belts, observe alignment & deflection
- Utilize SCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds & barriers for obstruction
- **Optional** - coolant sample for laboratory analysis\*

#### **HOUSEKEEPING:**

- General cleaning of enclosure interior, genset & ATS

### **FULL SERVICE:**

#### **LUBRICATION OIL & FILTRATION:**

- Change engine lubrication oil
- Change fuel & coolant filters
- **Optional** - oil sample for laboratory analysis\*
- Change primary lubrication & bypass filters
- Post lube service operation of genset (unloaded) at rated temperature

#### **OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS:**

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives

#### **\*Additional Charge**

Quotes provided in accordance with customer requirements by service offerings. Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Inc. Any additional repairs maintenance or services performed by Cummins Inc for a Planned Maintenance Agreement holder will be at a 10% discount off of our current field service labor rates and current list parts pricing.

#### **ENGINE & LUBRICATION SYSTEM:**

- Inspect lubrication system for leaks & visually check oil level
- Inspect crankcase ventilation system
- Inspect ignited ignition system
- Inspect oil heater operation (if applicable)

#### **INATAKE/EXHAUST SYSTEM:**

- Inspect air cleaner restriction indicator
- Inspect air cleaner element & entire intake system
- Inspect entire exhaust system & rain cap
- Inspect louver operations
- Inspect spark arrestor
- Empty condensate trap on silencer

#### **GENERATOR CONTROLS & POWER CONNECTIONS:**

- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all control mounted components & wiring
- Inspect generator heater operation
- Lamp test all lights & indicators
- Visually inspect breaker & power connectors
- Manually operate generator main breaker(s) open & closed\*\*

\*\*NOTE: Will not exercise breakers or contactors on a paralleling device.

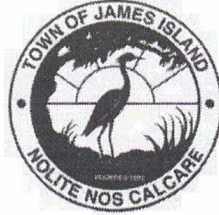
#### **GENERATOR OPERATIONS:**

- Start, observe & record generator & equipment
- Verify engine & generator safeties for proper operation
- Inspect duct work, louver motors, controls & test as appropriate
- System test with or without load

#### **AUTOMATIC TRANSFER SWITCH:**

- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delays settings
- Verify function of exercise clock

TOWN OF JAMES ISLAND, SC



ADVISORY COUNCIL AND BOARD APPLICATION

Name: Amy Fabri

Address: 833 Stiles Drive James Island, SC 29412

Telephone #:  
Home: 843-814-0868 Work: \_\_\_\_\_ Cell: 843-814-0868

Email Address: shelbylynn833@yahoo.com

Advisory Council of Interest: Board of Zoning Appeals

Educational Background, Work, or Life Experience Related to Your Interest:

BA, Univ of South Carolina, 8 years Charleston County Planning Commission  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not selected to serve on the Advisory Council or Board of your choice, please list other areas where you would like to serve:

\_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

Signature: Amy Fabri

Date: 1/28/21

- \*Advisory Council Members are appointed by Town Council and serve a two (2) year term
- \*Board members appointed serve 4 years of staggered terms

Thank you for your interest in serving the Town of James Island



# PROCLAMATION

2021 Women in Construction Week

National Association of Women in Construction (NAWIC)

WHEREAS, the NAWIC Palmetto Chapter has distinguished itself for three years as the voice of women in construction in James Island; and

WHEREAS, the work done by the NAWIC Palmetto Chapter has benefited James Island through community development and educational programs; and

WHEREAS, the NAWIC Palmetto Chapter has unceasingly promoted the employment and advancement of women in the construction industry; and

WHEREAS, the construction community, represented by the NAWIC Palmetto Chapter, has been a driving force in fostering community development through renovation and beautification projects; promotion of skilled trades careers; and a positive vision of the future; and

WHEREAS, the NAWIC Palmetto Chapter has sought to achieve successful results for James Island and surrounding areas in a cooperative spirit with other organizations;

Now therefore, be it proclaimed that I, Bill Woolsey, Mayor, Town of James Island, do hereby recognize the NAWIC Palmetto Chapter and its many dedicated volunteers for its steadfast work on behalf of and in support of women in construction, and do proudly proclaim the week of March 7-13, 2021 as "Women in Construction Week," and encourage our citizens to congratulate the organization on its many accomplishments.

Proclaimed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

---

Bill Woolsey  
Mayor

ATTEST

---

Frances Simmons  
Town Clerk





A RESOLUTION HONORING ISLAND SHERIFF'S PATROL (ISP) OFFICER OF THE YEAR  
2020  
*Deputy Jacob Brueckner*

*WHEREAS, Deputy Brueckner has been nominated by his peers as the James Island Sheriffs' Patrol Officer of the Year; and*

*WHEREAS, Deputy Brueckner began working for the Town in 2019 and worked the entire year of 2020 in the midst of the pandemic; and;*

*WHEREAS, Deputy Brueckner wrote 47 tickets; issued 239 warnings, serviced 111 calls, went on 26 field interviews; and made 33 arrests in addition to other outstanding acts of service. He has worked diligently to deter criminal activity making him a deputy that citizens love and criminals respect; and*


*WHEREAS, Deputy Brueckner's dedication and determination did not go unnoticed by his peers and he is being recognized for going above and beyond the call of duty.*

*NOW, THEREFORE, BE IT RESOLVED, that the Town of James Island recognize the outstanding service, commitment, and dedication of Deputy Jacob Brueckner, the Island Sheriffs' Patrol Officer of the Year, 2020.*

*Enacted this 18<sup>th</sup> day of February 2021*

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

ATTEST

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

EMERGENCY ORDINANCE PROVIDING FOR REQUIRED FACE COVERINGS IN PUBLIC PLACES DUE TO THE COVID-19 VIRUS, AND EXCEPTIONS THERETO

WHEREAS, the 2019 Novel Coronavirus ("COVID- 19") is a respiratory disease that can result in serious illness or death by the SARSCoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person; and

WHEREAS, the Centers for Disease Control and Prevention has warned of the serious public health threat posed by COVID-19 globally and in the United States; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency in the United States for COVID-19 under Section 391 of the Public Health Service Act; and

WHEREAS, on March 13, 2020, the Governor of the State of South Carolina (the "State") issued Executive Order 2020-08, declaring a State of Emergency based on a determination that the COVID-19 poses an actual or imminent public health emergency for the State; and WHEREAS, the Governor of the State has subsequently declared a continuing State of Emergency in subsequent Executive Orders, including Executive Order 2020-42 on June 26, 2020;

WHEREAS, on March 17, 2020, Mayor Woolsey declared a state of emergency in the Town of James Island; and

WHEREAS, the James Island is experiencing a dramatic increase in the number of identified new COVID- 19 cases, and as of July 4, 2020 the South Carolina Department of Health and Environmental Control ("DHEC") reported the total number of reported cases in South Carolina is 44,715, the number of confirmed deaths is 813, the number of reported cases in Charleston County is 5,650 and the number of current cases on James Island in zip code 29412 is 350; and

WHEREAS, if COVID-19 cases continue to increase the demand for medical facilities may exceed locally available resources and the private and public sector workforce may be negatively impacted by absenteeism; and

WHEREAS, health authorities, including the CDC and DHEC have recommended the use of face coverings as a means of preventing the spread of COVID- 19; and

WHEREAS, S.C. Code Ann. §5-7-250 empowers Council to enact emergency ordinances affecting life, health, safety, or property; and

WHEREAS, James Island Town Council has determined, based on the recommendations of public health authorities, an emergency exists, and responsive to a serious threat to the public health, safety, and welfare of its citizens, that it would serve the public interest to require that individuals wear face coverings in certain situations and locations within the boundaries of the Town of James Island.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF JAMES ISLAND:

Section 1 Emergency Ordinance E - 06 -2020 is hereby repealed.

Section 2. Required Face Coverings. All persons who are present within the Town of James Island are required to wear an appropriate face covering any time they are in contact with other persons who are not household members in indoor public places and indoor businesses where it is not possible to maintain a six-foot distance from others or where social distancing is not or cannot be being practiced. This includes the following:

- A. While entering or inside any retail, restaurant, office or other business location;
- B. While entering or inside any government building or facility under the jurisdiction of the Town;

All business and organizations within the Town of James Island are required to comply with this Ordinance, which is applicable to patrons and employees.

Section 3. Exemptions. Face Coverings shall not be required:

- A. in outdoor or unenclosed areas where six-foot social distancing can be maintained;
- B. for those who cannot wear a face covering for medical reasons;
- C. for children under five years old, provided that adults accompanying children age two to five shall use reasonable efforts to cause those children to wear Face Coverings where six-foot social distancing is not possible or observed;
- D. for patrons of restaurants or similar locations while seated and dining or drinking, or while standing and maintaining a six-foot social distance;
- E. in private offices;
- F. in settings where it is not practical or feasible to use a face covering;
- G. for public safety employees when it is not practical to wear a face covering.
- H. For persons traveling in their own vehicles.

Section 4. Enforcement.

1) A Uniform Ordinance Summons for violations of this Face Covering Ordinance shall be written only to businesses or organizations that fail to attempt to enforce the Face Covering requirements. Operators of businesses and organizations are entitled to rely on their customers or patrons statements about whether they are exempted from the Face Covering requirements, and businesses and organizations do not violate this Ordinance if they rely on such statements.

2) This Face Covering Ordinance may not be enforced criminally against individual persons, but if a worker, customer, or patron of a business or organization fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession of the property or his agent or representative, such person may be charged with a violation of S.C. Code § 16-11-620 ("Entering premises after warning or refusing to leave on request").

Section 5. Expiration of Ordinance. This Ordinance shall expire automatically as of the sixty-first day

following the date of enactment, unless sooner terminated by Town Council.

Section 5. Effective Date and Time. This Emergency Ordinance shall take effect upon approval.  
Done in Council, duly assembled this 3<sup>rd</sup> day of September, 2020.



Bill Woolsey Mayor

Attest:



Frances Simmons Town Clerk

**This Emergency Ordinance was extended at the January 21, 2021 Town Council Meeting which was duly assembled and is slated to expire February 18, 2021, by affirmative vote of two-thirds of the members of Council present.**