

Town of James Island, Regular Town Council Meeting June 17, 2021; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

In-Person Meeting, SEE DETAILS BELOW

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

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

Updated Face Mask Policy at Town Hall is as follows: Anyone wishing to wear a mask, regardless of vaccine status, is welcomed to continue doing so; Vaccinated individuals are no longer required to wear a mask, indoors or outside; Non-vaccinated individuals have the option to wear or not wear a mask outside; Non-vaccinated individuals must continue wearing a mask inside while around others.

- 1. Opening Exercises
- 2. Public Comment
- 3. Consent Agenda:
 - a. Minutes: May 20 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:
 - Davis & Floyd, Brantley Park Scope and Fee
 - LPR Camera on HBVR

- Dominion Smart Meter Request
- Temporary History Exhibit
- Driveway Apron Repairs:
 - W. Piccadilly Drive
 - Waterloo Street
 - League Street
- Foxcroft Undergrounding Preliminary Cost and Public Meeting
- Hale St. Inlet Box Sinkhole Repair
- 6. Committee Reports:
 - Land Use Committee
 - Environment and Beautification Committee
 - Children's Committee
 - Public Safety Committee
 - History Committee
 - Rethink Folly Road
 - Drainage Committee
 - Business Development Committee
 - Trees Advisory Committee
 - James Island Intergovernmental Council
- 7. <u>Proclamations and Resolutions</u>:

Proclamation Recognizing JICHS 2020-2021 State Championship Teams

8. Ordinances up for Second/Final Reading:

- 9. Ordinances up for First Reading:
- 10. New Business:
- 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 live-streamed on the Town's YouTube channel, link found at: https://www.youtube.com/channel/UCm9sFR-ivmaAT3wyHdAYZqw/

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. at the Town of James Island, 1122 Dills Bluff Rd., James Island, SC, Thursday, May 20, 2021. Councilmembers present: Boles, Mignano (via Zoom), 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, Planning Director, Kristen Crane, Emergency Management Liaison, James Hackett, Island Sheriff's Patrol, Deputy Chris King, and Town Clerk, Frances Simmons. Elected Officials: JIPSD Commissioners: Clifford, Woolsey, Brown-Crouch. Media: Live 5 News.

<u>Public Hearing Ordinance #2021-01, Town of James Island Comprehensive Plan</u>: Mayor Woolsey opened the Hearing. No one signed in to speak.

<u>Public Hearing Ordinance #2021-02 for Draft FY 2021-2022 Annual Budget</u>: Mayor Woolsey opened the Hearing. No one signed in to speak.

<u>Public Comment</u>: <u>Mary Ann Giges, 754 Larkwood Rd.</u>, addressed Council about a problem she said began in September two years ago. She stated that her house on Larkwood Rd. backs up to Canopy Cove. Behind her house was an empty lot that the Town made into a drainage ditch. (picture distributed). Mrs. Giges said so much dirt was dug out for the ditch that it destroyed the roots of the trees there. She noticed during Hurricane Dorian that the trees on the Town's property were bending towards her house and also on the neighbor's fence and it was torn to pieces. Mrs. Giges said she immediately began calling the Town to report it, speaking to Mr. Johnson, and requesting that the trees be taken down. She also began calling the Mayor but could never reach him so after a while she put a post on Facebook and that is when he responded to her that what Mr. Johnson said was correct.

Mrs. Giges noted a lot of back/forth between her and Mr. Johnson and once he and a tree expert met with her, they agreed that the trees needed to come down and marked them with a pink ribbon. She called the Town this past June fearing another hurricane and Mr. Johnson told her that the Town could not take down the trees because it was broke but promised that it would be done in August which did not happen. Mrs. Giges said she continued calling the Town since then and last spoke with the Mayor to tell him what Mr. Johnson said about the Town not having money when he screamed and hung up the phone. Mrs. Giges said in the spring she found someone to take the trees down. She commented that her picture shows the fence coming down and the neighbor has two small children and is terrified that they may get into the ditch. Mrs. Giges asked the Town to reimburse her the \$750 that she paid to have the Town's trees taken out; repair her and the neighbor's fence and do something about the drainage ditch.

Mary Ann Henry, 825 W. Madison Ave. lives in Centerville, the neighborhood adjacent to Brantley Park. She said although Brantley Park is technically not in the subdivision, the neighbors thought it was a done deal not knowing that it hit a snag at Council. She said while its proximity to the noise of Folly Rd is not ideal, many neighbors say the park is better than nothing. She understands that Council has issue with the five parking spaces and asked them to look at horseshoe parking and the Santee lot. The residents in Centerville want the park and is asking Council to approve it.

Consent Agenda:

<u>Minutes of April 15, 2021 Regular Town Council Meeting</u>: Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax. Passed unanimously.

Information Reports:

<u>Finance Report</u>: Finance Director, Merrell Roe, gave an overview of the Finance Report as information. Mrs. Kellahan provided clarification to Councilwoman Mignano regarding the Asset Management, Groundskeeping, and Hazard Mitigation line items. Councilman Boles asked where the expenditure for the gravel for Santee Parking Lot was placed and Mrs. Kellahan said under Hospitality.

<u>Administrator's Report</u>: Town Administrator Ashley Kellahan gave an overview of the Administrator's Report as information. Councilman Milliken asked the timeframe for hiring the Development Coordinator for JI Arts & Cultural Center and Mrs. Kellahan answered by end of June.

<u>Public Works Report</u>: Public Works Director, Mark Johnson gave an overview of the PW Report as information. Councilman Milliken thanked Mr. Johnson for training the Tree Interns and for the tree survey. Mayor Woolsey and Councilman Boles asked questions of Mr. Johnson regarding the Canopy Cove drainage/tree issues brought forth during the public comment.

Annual Emergency Plan Update: Emergency Management Liaison, James Hackett, gave an update of the Town's Comprehensive Emergency Management Plan. He reported that the Town's focus this year was on the pandemic (COVID-19); disseminating information to the public and providing information on places where vaccines were being given. Mr. Hackett announced the beginning of hurricane season in June and encouraged everyone to prepare. The National Weather Service has forecast an active hurricane season with 13-30 storms; 6-10 hurricanes; and 3 major storms. The Town held a rabies vaccination clinic on May 15 from 9-2 p.m. with Pet Helpers. 78 dogs and 34 cats were seen at the clinic.

<u>Island Sheriff's Patrol Report</u>: Deputy Chris King reported there were no major crimes in the Town but a few incidents with vandalism. Deputy King gave an overview of the Island Sheriff's Patrol Report. He also announced that the new Sheriff's vehicle will have the Town of James Island inscribed on the back and the Town's logo on either side of it. Everyone was encouraged to lock their vehicles and not leave valuables or firearms in them.

Requests for Approval: Award of Brantley Park, Phase I: This item was deferred at the April 15 Town Council meeting, so Mayor Woolsey announced that Council is continuing discussion. The Town Administrator was asked to provide additional information on the dock at Brantley Park and also permeable pavement for parking. Updated information was provided to Council in their meeting packet.

Councilman Boles asked if the park was opened, and Mrs. Kellahan responded that she does not consider the Park open and does not recommend telling people it is because it must be ADA compliant for handicapped accessibility. Councilman Boles said there is no fence around the park and asked if someone could ride a bicycle or walk the yards. Mayor Woolsey responded that it is important that people are not told that the park is open. He said no trespass signs are posted; however, it would be illegal if people are told that the park is open without compliance with ADA regulations and we cannot have benches or picnic tables there. Councilman Boles asked if ADA requirements and access to the dock were separate issues. He has received a number of emails from people saying that Council would not vote in favor of the park and some members do not want it. He commented there has never been a meeting where anyone has said they did not want the park but have different ideas about how it might best serve the Town. One of those concerns is the dock is extremely expensive. He said we don't have to spend a quarter of a million dollars on a dock when we could make it ADA accessible and give people a place where they can go and be responsible stewards with the people's money.

Mayor Woolsey said what was troubling at the April meeting were remarks made along the line that people do not want a park along Folly Road; however, the public has clearly stated that James Islanders do want a park. Mayor Woolsey asked Mrs. Kellahan to explain if a dock could be replaced in the existing footprint. Mrs. Kellahan explained that in October/November the engineers came back with a structural report concluding that the current dock was not structurally sound and proposed looking at a much larger dock and at adding a secondary floating dock. OCRM has told us that we could permit another dock but only one

in the same footprint. Greenbelt has told us that the dock component is important to have in regard to our grant agreement.

Councilman Milliken said he looked at the original Greenbelt application and one of the things the Greenbelt committee thought was attractive was that we were going to preserve a lot of the natural drainage patterns towards the marsh (that has been there for as long as the road has been). He does not see the purpose of putting in curbs and cutters to add to the cost of the project. He also does not see why we need four (4) parking spaces in addition to the ADA space. He recommended that we comply with ADA by putting a pervious cement pad in place making it the designated handicapped space and get rid of the rest of the pavement and cement because that adds cost to the project and develop the park as a passive park, which is what we applied for in the Greenbelt application. He see the park as a stop off point to the Battery to Beach and a great stop-off point going down Folly Rd. He thinks that is what the park is there for. He would also like to see a water fountain.

Councilman Milliken moved to approve an engineering study to eliminate the four (4) parking spaces and the associated drainage features and retain the ADA approved parking space made of pervious cement. Councilman Mullinax seconded.

Mayor Woolsey reminded Council that the motion on the floor is from the April meeting to accept the contract and Councilman Milliken's motion is an amendment.

Mayor Woolsey said he believes having limited parking is desirable. He said in reading the response of the engineer and the DOT's concerns about loose gravel, also his comments about parking similar to Dock Street Park, that is exactly what he thinks, and is worthwhile to have options for pervious parking and what the costs would be. He does not agree with having no parking.

Councilwoman Mignano asked if the Santee St. lot could serve as additional parking for non-ADA parking and Mayor Woolsey said yes.

Vote on Amendment

Councilman Boles aye
Councilwoman Mignano aye
Councilman Milliken aye
Councilman Mullinax aye
Mayor Woolsey nay

Passed 4-1

Councilman Boles asked if we could wait 5 years for a new dock permit to be issued and Mrs. Kellahan answered yes. Mayor Woolsey added that the permit would be to request the same footprint and asked Council to approve having the Administrator reach out to the engineering firm to develop preliminary designs while we obtain permission for a permit to replace the dock. Councilman Boles said he was at the park this week during a low tide and took pictures. He said the dock barely touches any water and he would hate for us to throw a lot of money at it; and it is not a smart way to spend people's money on engineering or anything. Councilwoman Mignano said she does not agree to building a new dock because it is not a good use of Town money. She said the tidal creek is very small and people kayaking in the creek may only be able to go a few feet before getting stuck in the mud and need rescuing. Mayor Woolsey noted the dock

has a great view at hightide when fishing is available, but the water is not deep. He would like Council to obtain a preliminary design and permitting and decide whether to build a dock later. Constructing a new dock would be less expensive. Councilman Boles asked how much we are paying for engineering design and schematic of the dock and Mrs. Kellahan estimated \$7,000.

Mayor Woolsey offered an amendment to request the engineering firm to development preliminary design and permitting for the replacement of the dock, Councilman Milliken seconded

Vote on Second Amendment

Councilman Boles nay

Councilwoman Mignano nay

Councilman Milliken aye

Councilman Mullinax aye

Mayor Woolsey aye

Amendment Passed: 3-2

Mayor Woolsey announced that Council would now be discussing the main motion and offered clarification to Councilwoman Mignano.

<u>Main Motion</u>: Approve the contract as modified and have the Town Administrator look into options for permeable parking spaces and report to Council in July.

Councilwoman Mignano asked if the motion would allow money to be funded for a dock and spend \$7,000 for the permit? Mayor Woolsey said no, the vote on the floor is to approve the contract and have the Town Administrator look into permeable options for handicapped parking space. Councilwoman Mignano asked how would this impact the bids we have gotten for the dock; and does it commit us in any way. Mayor Woolsey said we would ask the contractor to make an adjustment to the bid for the handicap parking space and the cost should be less. Councilwoman Mignano said she wants to be sure what we are voting on does not include approving potential funds for the dock because that is not where we need to go now.

Mrs. Kellahan reiterated that the vote would be moving forward with the contract, contingent upon redesigning parking for one permeable space and she would bring the numbers back to Council for reevaluation in July or August. The motion also includes engineering costs for preliminary design and permitting of the dock.

Councilwoman Mignano asked about the preliminary cost and Mrs. Kellahan estimated \$7,000 but did not have a firm number. Mrs. Kellahan added that the vote is not to accept any of the alternatives and Councilman Milliken said we are not accepting any bids, we are just planning.

Councilman Boles said the agenda item is to award the contract. Mayor Woolsey said we are accepting the contract, but it would require a change order. Councilwoman Mignano asked if the vote passes to accept the contract and Council decides not to rebuild a dock, are we on the hook for this. Both Mayor Woolsey and Mrs. Kellahan said no, there is no contract clause for rebuilding a dock, there is for demolishing the dock, but we are not doing that. Councilman Boles said the prudent thing to do is to shoot the entire process down, find the cost for one ADA parking space with permeable surface, and what it would cost to apply for the dock permit. Mayor Woolsey said we would like to negotiate with the low bidder for these costs. Councilman Boles said this vote could be perceived as receiving, in an altered form, the low bid and

Councilwoman Mignano expressed the same concern. Mayor Woolsey said we are accepting the bid and would get a change order to remove the paved parking, have permeable parking for a handicapped space, and included in the motion is to ask the engineer for preliminary designs and permitting the dock. Councilman Milliken added that before any groundbreaking is approved, it would come before Council.

Vote, Main Motion

Councilman Boles nay
Councilwoman Mignano nay
Councilman Milliken aye
Councilman Mullinax aye
Mayor Woolsey aye

Main Motion Passed: 3-2

<u>Peregrine Drainage Culvert Repair</u>: Mr. Johnson requested approval for the repair of a sinkhole and drainage culvert at Peregrine Drive. The holes in the pipes has caused the fill material to wash away and created a sinkhole in the roadway. Charleston County will repair @ \$12,329. Motion in favor by Councilman Milliken, seconded by Councilman Boles. Passed unanimously.

JI Arts & Cultural Center Alarm System: Mrs. Kellahan requested approval for cameras and a security system at the JI Arts & Cultural Center, from Coastal Burglar Alarm @ \$2,950 along with a monthly fee @ \$35.00. Motion in favor by Councilman Milliken, seconded by Councilman Boles. Mrs. Kellahan answered Councilman Milliken's question about data storage capacity. Passed unanimously.

MOU with the City of Charleston for Cost-Sharing the Highland Drainage Project: Mrs. Kellahan requested approval for the Memorandum of Agreement with the City of Charleston for the Highland drainage project. The total cost of the project is \$130,000; the Town would be responsible for 50% of the total cost and the City would reimburse the Town 50%; not exceeding \$65,000. Motion in favor by Councilman Milliken, seconded by Councilman Mullinax. Passed unanimously.

Easement Clarification for Compliance with Folly Rd. Overlay Corridor: Planning Director, Kristen Crane gave an overview of the Site Plan and features of Chase Bank that has been approved. There are 23 total parking spots with one van accessible space and one ADA space. All parking is to the rear or the side of the building, per the Folly Road Corridor Overlay Standards in our Ordinance. They also have five pervious spots, per Ordinance, at the rear of the site. They have a 12' multi-use path that is separated from Folly Road with a landscaped strip, per our Ordinances. The multi-use path runs the length of the adjacent parcel, which is the former Pizza Hut parcel. They are placing a bus stop bench and pad for a future shelter at the existing bus stop. They were not able to place a full bus pull-out due to SCDOT's requirements and space restraints that would have caused the pull-out to breach onto the neighboring parcel belonging to Hyam's Garden Center. They have a 15' Folly Road buffer, as well as a 10' rear land use buffer.

Councilman Milliken asked if parking would be available after hours and Mrs. Kellahan replied on Saturday after 1 p.m. and all day Sunday. Councilman Milliken asked what was changed from the original right-of-way and Mrs. Kellahan said the public parking on the original site plan was changed to comply with the Folly Road Overlay standards. Motion in favor by Councilman Mullinax, seconded by Mayor Woolsey. Motion passed 4-1; Councilman Boles voted 'no.

Committee Reports:

Land Use Committee: No Report.

Environment and Beautification Committee: Councilman Milliken announced a James Island Pride Litter Pickup on Saturday (May 22) from 8:30 a.m. 11:30 a.m. Pick up supplies at the Town Hall. The Adopt-A-Highway Litter Pickup will be Saturday, June 12. Stan Kozikowski, Helping Hands Chair is in need of volunteers. Stan can be reached at (860) 847-0455.

Children's Committee: No Report.

<u>Public Safety Committee</u>: Councilman Mullinax announced the Neighborhood Council meeting on Thursday, May 27 @ 7 p.m. This will be a hybrid meeting with options for Zoom at the Town Hall.

Nomination to Neighborhood Council: Councilman Mullinax moved for the nomination of Brad Hauss to represent the Harbor Woods neighborhood; Councilman Boles seconded, and the motion passed unanimously.

<u>History Committee</u>: No Report.

Nomination to History Council: Councilman Milliken moved for the nomination of Susannah Sheldon, Councilman Boles seconded, and the motion passed unanimously.

<u>Rethink Folly Road</u>: Mayor Woolsey announced that the consultants will be arranging a meeting with elected officials to review the State of the Plan and to share accomplishments Rethink Folly has made. Mayor Woolsey said the Steering Committee recommends the Town move forward with Brantley Park.

<u>Drainage Committee</u>: Councilman Mullinax announced that the Drainage Committee met on May 11 and discussed items such as the James Island Creek and Lighthouse Point Basins. The next meeting will be held in August with the date to be determined.

Business Development Committee: No Report.

<u>Nomination to Business Development Council</u>: Mayor Woolsey moved for the nomination of Joseph Walters, Councilman Boles seconded, and the motion passed unanimously.

<u>Trees Advisory Council</u>: Councilman Milliken announced the Tree Council met on May 11 and is gathering information for a Tree Ordinance. An update on the Tree Seedling Program was given.

James Island Intergovernmental Council: No Report.

<u>Proclamations and Resolutions: Proclamation: National Safe Boating Week:</u> Mayor Woolsey read the Proclamation recognizing National Safe Boating Week May 22-28. Motion in favor by Councilman Mullinax, seconded by Councilman Boles. Motion passed unanimously. The Proclamation was accepted by Bill Garvey, US Coast Guard.

Resolution #2021-05: CTC Funding for FY 2022 Regatta Rd. Sidewalk Project: Mrs. Kellahan presented a Resolution in support of the Town funding a 50% match (\$125,000) of the projected construction cost of \$250,000 for the Regatta Rd. Sidewalk Project. The match is allocated in the Capital Projects Budget. Motion in favor by Councilman Boles, seconded by Councilman Mullinax and passed unanimously.

Resolution #2021-06: Request for Planning Commission to Recommend Regulations for Placement of Small Cell Wireless Facilities: Motion in favor by Councilman Mullinax, seconded by Councilman Milliken. Councilman Mullinax presented a Resolution requesting that the Planning Commission review and recommend appropriate ordinance amendments and guidelines for small cell wireless facilities in the Town's jurisdiction. He stated that at the last Neighborhood Council meeting a resident expressed interest in this matter, especially regarding health concerns of children. Motion passed unanimously.

Resolution #2021-07: To Censure Mayor for Conduct Unbecoming an Elected Official and Request Apology: Motion in favor by Councilman Boles, seconded by Councilman Milliken. Councilman Milliken presented a Resolution to censure the Mayor and to request an apology for his conduct during the Tax Workshop held on April 28. Councilman Milliken spoke about having decorum when conducting business for the Town and with one another. He said when questions are asked, they should be answered and not displayed with a performance. Councilwoman Mignano also spoke about the display of the Mayor elaborating on what occurred when she questioned the tax credits going to the citizens rather than to the PSD. Councilman Boles said he was embarrassed because people came from Columbia to explain the process. He noted still not understanding it all, but that Council should be able to ask questions and have civility with each other, which is the oath they all took. Mayor Woolsey said he was trying to make a point about the tax credit and the Resolution introduced by Councilman Milliken is making a mountain out of a mole hill. He said when the Town mailed checks in 2008 it was extremely burdensome on the staff. Mayor Woolsey further commented that some attendees at the workshop, including staff and PSD Commissioners said his point was made well and they do not expect an apology. Councilman Mullinax commented that Council addressed a lot of important issues tonight; however, he feels this is what people would remember. Councilman Milliken commented that he is looking forward to having his letter of apology by June 1 and that it also be sent to members of the PSD. Passed 3-2; Mayor Woolsey and Councilman Mullinax voted 'no.

Ordinances up for Second/Final Reading:

Ordinance #2021-01: Town of James island Comprehensive Plan: Motion to approve the Comprehensive Plan was made by Councilman Milliken, seconded by Councilman Boles, and passed unanimously.

Ordinance #2021-02: Draft FY 2021-2022 Annual Budget: Motion to approve the FY 2021-2022 Annual Budget was made by Councilman Boles, seconded by Councilman Mullinax, and passed unanimously.

Ordinances up for First Reading: None.

New Business:

Raising the Salary for the Mayor: Councilman Boles said he requested this item on the agenda to begin thinking of amending the Ordinance to raise the salary for the Mayor. The next election is November 2023.

Executive Session: Not Required.

Announcements/Closing Comments:

Councilman Boles thanked everyone for coming tonight and is pleased about the updated mask mandate.

Councilwoman Mignano thanked everyone.

Councilman Milliken thanked everyone and asked them to take care because there are still variants to the virus. He said it is ok to wear masks, even if you are vaccinated.

Councilman Mullinax thanked everyone.

Mayor Woolsey announced that 57% of people have gotten the first vaccination and encouraged everyone to get vaccinated.

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:39 p.m.

Respectfully submitted:

Frances Simmons Town Clerk



Town of James Island

% FY Complete 92%

Monthly Budget Report
Fiscal Year 2020-21

	1	st Quarter			2nd Quarter			3rd Quarter		4th Qua	arter		
	July	August	September	October	November	December	January	February	March	April	May	TOTAL	BUDGET
GENERAL FUND REVENUE													
Accommodations Tax				12075				7,486		10,521		30,082	25,00
Brokers & Insurance Tax			3,879			173					5,088	9,141	720,00
Building Permit Fees		1,137	1,662	541		1,337	3,441		2,339	1,364		11,821	10,00
Business Licenses	1,594	24,761	29,279	10,649	20,071	1,260	25,767	116,506	105,897	16,919	19,663	372,366	312,00
Grant Reimbursement												-	
Franchise Fees	133,428			3,554	55,431		3,384	45,010	2,902	7,618	36,791	288,118	315,00
Interest Income	28	72	48	41	34	44	37	27	35	24	42	430	55
Alcohol Licenses -LOP					9,000							9,000	10,00
Local Assessment Fees					428			556				984	1,00
Local Option Sales Tax (PTCF)			194,281	92,316	93,483	89,104	98,343	109,488	85,563	87,493	113,118	963,189	953,64
Local Option Sales Tax (rev)			78,761	37,894	38,166	36,863	39,700	45,573	33,971	35,302	46,873	393,102	385,05
Miscellaneous		2,149	29		330,425				26			332,629	50
Planning & Zoning Fees	1,146	701	1,442	1,121	2,113	819	1,448	765	1,308	1,023	1,174	13,060	12,00
Stormwater Fees		200	500	1,204	500	600	402	500	900	902	500	6,208	
State Aid to Subdivisions		-		68,307			68,307			68,307		204,921	273,22
Telecommunications									16,983			16,983	20,00
Tree Mitigation												-	1,00
Facility Rental Fees				152	454	152	456	302	760	608	304	3,188	8,00
Homestead Exemption												-	48,00
	136,195	29,020	309,882	227,854	550,104	130,353	241,285	326,212	250,683	230,080	223,553	2,655,221	3,094,96
1													86

ADMINISTRATION

Salaries	30,418	20,114	20,158	20,059	20,489	34,768	20,263	20,527	20,640	20,496	20,421	248,352	282,040
Benefits, Taxes & Fees	11,379	7,546	7,557	7,533	7,643	11,699	7,802	7,866	7,828	7,687	7,650	92,190	106,800
Copier	325	586	330	330		568	779	330	525		863	4,638	5,500
Supplies	102	288	194	673	438	167	85	263	559	580	636	3,985	7,000
Postage	214	17	1,756	1,644	214		502	415		100	214	5,076	6,000
Information Services	4,337	3,531	2,672	3,289	5,605	2,569	3,908	3,819	5,152	418	6,297	41,597	53,700
MASC Membership								5,341				5,341	5,500
Insurance	16,533			1,337	10,925		15,216		2,290			46,301	46,500
Legal & Professional Services		930	4,288					350	15,205	4,675	3,757	29,204	40,000
Town Codification		110		132				527	847		450	2,065	2,000
Advertising				1,020		49	457			10	20	1,556	5,000
Audit					12,500							12,500	16,000
Mileage Reimbursement		29	29	29	56	29	28	28	28	28	28	311	800
Bonding												-	700
Employee Screening				60				55				115	
Employee Training & Wellness		270	405	270		405		540	405	270		2,565	3,800
Dues and Subcriptions											60	60	1,500
Training & Travel				50								50	2,000
Grant Writing Services					450	450	3,000	1,507	52			5,459	13,000
Employee Appreciation	52				140	96	94		50	87		519	800
Mobile Devices	55	212	305	216	118	163	255	(37)	474	181	182	2,124	2,300
Credit card (Square)	78	113	82	104	141	75	165	241	227	133	134	1,493	
Bank Charges (Payroll Expenses)	250	900	(404)	236	287	286	296	296	315	315	315	3,092	2,000
	63,743	34,646	37,371	36,981	59,006	51,324	52,849	42,070	54,596	34,982	41,025	508,594	602,940
													84%

FI FCTFD (

Salaries	5,654	3,769	3,769	3,769	3,769	5,654	3,769	3,769	3,769	3,769	3,769	45,230	50,000
Benefits, Taxes & Fees	5,186	3,457	3,457	3,457	3,457	5,167	3,457	3,457	3,457	3,457	4,310	42,321	46,960
Mayor Expense						120	60			160	76	416	1,000
Council Expense									109	138		247	2,000
Mobile Devices		10	59	38	38	38	38		76	38	38	373	2,100
	10,840	7,237	7,285	7,264	7,264	10,979	7,325	7,227	7,411	7,562	8,193	88,586	102,060
													87%

GENERAL OPERATIONS

Salaries	38,158	25,439	25,439	25,439	25,439	42,703	25,439	25,439	25,554	25,554	25,554	310,157	360,022
Benefits, Taxes & Fees	13,655	9,103	9,104	9,103	9,103	14,005	9,393	9,393	9,411	9,230	9,153	110,654	137,350
												420,812	497,372
													85%

PLANNING

S	upplies		93			53	43						190	600
А	dvertising					19		147					166	1,500
М	lileage Reimbursement												-	200
D	ues and Subcriptions												-	1,040
Т	raining & Travel		20						70				90	1,000
М	lobile Devices	27	31	31	31	31	22	31	(18)	81	540	(69)	739	660
E	quipment/Software													2,800
U	niform / PPE												-	500
Р	lanning Commission	250		276	200		200			200			1,126	4,000
В	oard of Zoning Appeals	200	200	1,715	200	134	200						2,649	4,000
		477	344	2,023	431	238	465	178	52	281	540	(69)	4,961	16,300
														30%

BUILDING INSPECTION

Mileage Reimbursement						69						69	500
Community Outreach												-	250
Mobile Devices	65	66	60	60	60	50	50		100	50	50	609	780
Supplies							63					63	600
Equipment / Software												-	300
Uniform / PPE												-	250
Dues & Subcriptions			90		100			25		2	48	463	800
Travel & Training		605									50	655	1,400
	65	671	150	60	160	119	113	25	100	50 3	48	1,859	4,880
													38%

PUBLIC WORKS

Mileage Reimbursement												-	300
Training & Travel				245					10		40	295	1,925
Public Outreach													500
Projects	3,555	8,219	39	1,051	13,228	6,450	18,269	4,356		106	935	56,208	145,000
Mobile Devices	86	94	81	81	81	54	99	(18)	181	81	81	901	1,345
Uniform / PPE				117							108	225	700
Supplies	643	201	565	1,113	1,072	139	162	6,679	200	73	93	10,940	12,200
Emergency Management	351	1,021	302	1,676	1,014	508	1,610	1,045	502	1,202	10	9,240	25,000
Dues and Subscriptions		218					218					436	425
Asset Management		26,235		16,068		(5,000)	583		778	5,294	1,424	45,381	50,000
Tree Maintenance and Care											4,950	4,950	20,000
Groundskeeping	4,222	5,357	418	5,871	7,691	5,096	9,086	5,618	8,615	6,290	5,825	64,090	61,000
	8,857	41,345	1,406	26,222	23,086	7,248	30,027	17,679	10,285	13,047	13,465	192,667	318,395
													61%

CODES & SAFETY

													8
	26,421	23,027	23,179	20,581	22,335	34,753	28,984	60,767	30,334	22,777	27,655	320,813	371,0
Membership/Dues													2
Mobile Devices		56	59	64	29	29	29		59	30	30	385	
Crime Watch Materials												-	:
Animal Control												-	
Overgrown Lot Clearing												-	8,
Unsafe Buildings Demolition												-	20,0
Deputy Benefits, Taxes & Fees	5,616	4,615	4,738	4,336	4,703	6,845	5,543	6,215	5,604	4,902	5,807	58,923	59,
ISP Salaries	20,805	17,145	17,588	16,125	17,520	25,583	20,488	22,943	21,199	17,790	21,420	218,605	204,
ISP Programs & Supplies		40	795	56	54	1,954	2,924	2,939	3,472	56	56	12,346	14,
ISP Dedicated Officer Annual Expense								28,328				28,328	59,
Uniform / PPE												-	
Supplies		828			29							857	
Training												-	
Radio Contract		342				342		342			342	1,368	1,
Equipment												-	
Mileage Reimbursement												-	

PARKS & RECREATION

JIRC Contribution		300								350	650	4,750
Pinckney Park												
Park Maintenance	870	522	1,749	570	832	114	736	622	464	114	6,594	14,500
Special Events				323	134	29					486	5,000
Youth Sports Program			300				300		12,625		13,225	14,725
	870	822	2,049	893	966	143	1,036	622	13,089	464	20,955	38,975
												54%

FACILITIES & EQUIPMENT

TAGILITIES & EQUIT MENT													
Utilities		2,806	2,572	2,453	3,117	2,432	2,578	2,928	2,646	2,005	2,593	26,129	34,000
Security Monitoring	76	226		152		76	76	152		76	76	910	1,000
Janitorial		1,275	848	550	584	617	578		751	550	816	6,569	9,420
Equipment / Furniture	296	583	592		335	335	504	460	66	487		3,659	5,700
Facilities Maintenance	421	379	351		332	75	75		75	75	2,149	3,933	6,500
Vehicle Maintenance Expense	242	562	215	2,739	263	199	220	268	405	378	429	5,920	6,500
Generator Maintenance												-	1,000
Street Lights		10,472	10,598	10,612	10,609	10,614	10,620	10,620	10,678	11,150	12,862	108,835	149,000
	1,035	16,303	15,176	16,506	15,240	14,348	14,652	14,429	14,621	14,721	18,925	155,956	213,120
													73%

COMMUNITY SERVICES

Repair Care Program						10,434	14,115				13,250	37,799	35,000
Teen Cert Program												-	500
Drainage Council												-	500
History Council					1,564		2,280		500			4,344	3,780
Neighborhood Council		350		114						71		535	3,750
Children's Council												-	500
Business Development Council					31							31	3,500
Tree Council	200			195	175	15		465	1,401	222	618	3,290	5,000
Community Service Contributions					23,750							23,750	30,000
	200	350	-	309	25,519	10,449	16,395	465	1,901	293	13,868	69,749	82,530
													85%

CAPITAL PROJECTS

22,938 nts	13,300 141,899	28,862	14,475 27,107	3,678 -301,810	43,818	23,019	122,708	6,000 13,416	4,100 64,152	92,840		3,678 10,100 27,775 700,910	32,0 3,7 35,0 118,7
nts				,			,		4,100	,		3,678 10,100 27,775	32,0 3,7 35,0 118,7
,				3,678			32,985	6,000	,	3,300		3,678 10,100	32,0 3,7 35,0
,				3,678			32,985		5,310	3,300		ŕ	32,0
,							32,985		5,310	3,300			
22,938							32,985		5,310	3,300		. ,	0.,
							00.005			0.000		64,533	67,
													48
420,752		3,356	72	(309,089)	2,090	3,518	412	734	2,152	66,915		190,911	150,
		13,180	6,670		5,043	11,715	2,078	2,191	10,796	5,388		57,060	73
					*	,	,	,	,			-	55,
					11,324	3,958	2,225	3,500	24,972	10,856		56,836	128,
1,210	23,624	8,599	401	44	13,815	201	1,995	992				50,880	64,
						28	45,000					45,028	48,
							5,160					5,160	75,
	104,975		962									105,937	135,
												-	25,
							32,855					32,855	93,
		1,100			8,700	3,600			8,611	6,381		28,392	26,
ase I												-	55,
												-	38,
		2,628	4,528	3,557	2,845				8,210			21,767	179,
3	1,210	104,975 1,210 23,624	1,100 104,975 1,210 23,624 8,599 13,180 420,752 3,356	1,100 104,975 962 1,210 23,624 8,599 401 420,752 13,180 6,670 3,356 72	1,100 104,975 962 1,210 23,624 8,599 401 44 420,752 13,180 6,670 3,356 72 (309,089)	1,100 8,700 104,975 962 1,210 23,624 8,599 401 44 13,815 11,324 420,752 13,180 6,670 5,043 420,752 3,356 72 (309,089) 2,090	1,100 8,700 3,600 104,975 962 28 1,210 23,624 8,599 401 44 13,815 201 11,324 3,958 420,752 13,180 6,670 5,043 11,715 420,752 3,356 72 (309,089) 2,090 3,518	1,100 8,700 3,600 32,855 104,975 962 5,160 28 45,000 1,210 23,624 8,599 401 44 13,815 201 1,995 11,324 3,958 2,225 13,180 6,670 5,043 11,715 2,078 420,752 3,356 72 (309,089) 2,090 3,518 412	1,100 8,700 3,600 32,855 104,975 962 1,210 23,624 8,599 401 44 13,815 201 1,995 992 11,324 3,958 2,225 3,500 420,752 3,356 72 (309,089) 2,090 3,518 412 734	1,100 8,700 3,600 32,855 104,975 962 1,210 23,624 8,599 401 44 13,815 201 1,995 992 1,3180 6,670 5,043 11,715 2,078 2,191 10,796 420,752 3,356 72 (309,089) 2,090 3,518 412 734 2,152	1,100 8,700 3,600 8,700 3,600 8,611 6,381 104,975 962 5,160 28 45,000 11,210 23,624 8,599 401 44 13,815 201 1,995 992 11,324 3,958 2,225 3,500 24,972 10,856 13,180 6,670 5,043 11,715 2,078 2,191 10,796 5,388 420,752 3,356 72 (309,089) 2,090 3,518 412 734 2,152 66,915	1,100 8,700 3,600 8,611 6,381 104,975 962 5,160 28 45,000 11,210 23,624 8,599 401 44 13,815 201 1,995 992 11,324 3,958 2,225 3,500 24,972 10,856 11,324 3,958 2,225 3,500 24,972 10,856 12,3356 72 (309,089) 2,090 3,518 412 734 2,152 66,915	ase I 1,100 8,700 3,600 32,855 104,975 962 5,160 28 45,000 1,210 23,624 8,599 401 44 13,815 201 1,995 992 50,880 420,752 3,356 72 (309,089) 2,090 3,518 412 734 2,152 66,915

JIPSD FIRE & SOLID WASTE SERVICES

JIPSD Tax Relief	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	825,000	900,000
Admin Expense													9,000
Auditor Expense							5,000					5,000	5,000
	75,000	75,000	75,000	75,000	75,000	75,000	80,000	75,000	75,000	75,000	75,000	830,000	914,000

HOSPITALITY TAX

HOSPITALITY TAX													
Hospitality Tax Revenue			47,565	42,998	53,625	40,750	37,444	37,810	61,313	42,086	57,226	420,817	375,000
Hospitality Tax Transfer In												-	330,610
TOTAL													705,610
<u>GENERAL</u>													
The Town Market													2,975
Guide to Historic James Island												-	10,000
Rethink Folly Phase I-III, Staff Cost-Sharing				1,775		1,160		(1,785)	4,172	6,560	1,075	12,957	20,000
Santee Street Public Parking Lot	13,800						14,400				1,177	29,377	32,000
James Island Arts & Cultural Center OPS		322	331	299	303	285	331	507	252	491	388	3,509	51,320
Promotional Grants					1,750			2,500				4,250	20,000
Folly Road Public Safety												-	6,650
Camp and Folly Landscaping Maintenance												-	9,600
Brantley Park OPS		400			400	200						1,000	
Community Events					2,000			7,900		1,600		11,500	5,000
Total Non-Capital Expense												-	157,545
PROJECTS													
Camp/Folly Landscaping												-	30,000
Folly Road Beautification											950	950	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	51,142	18,836	32,328	29,130	202,690	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	12,984	26,429	22,504	60,264	23,259	40,978	32,721	267,506	1,106,850
	•	•	•	•	•	•	•	,	•	•	·		24%

TREE MITIGATION FUND

Tree Mitigation revenue												797	500
Tree Mitigation expense					460							(460)	500
	-	-	-	-	460	-	-	-	-	-	-	337	
JAMES ISLAND PRIDE													

James Island Pride revenue/donations 10 436 3,500 Jsmes Island Pride expense 52 150 54 214 1,074 463 Helping Hands Donations 40 Helping Hands Expense 339 (339)

ADMINISTRATOR'S REPORT

Jun-21

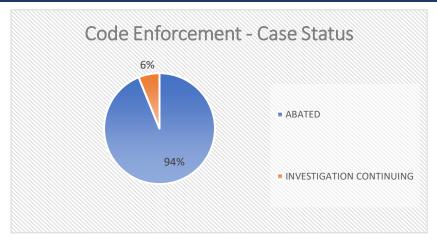
ADMIN NOTES

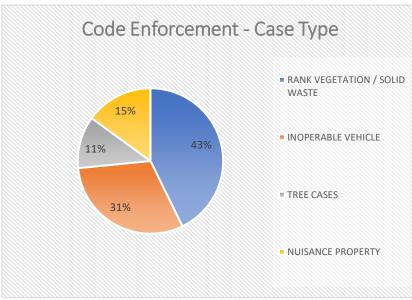
#16 new cases in May

- 1) Town received no bids for RFP for On-Call pavement maint. and repair that was advertised so reevaluating proposal structure and readvertising
- 2) Begun preliminiary audit work with Love Bailey for FY 20/21
- 3) C.D. Rhodes helped organzied and participated in a mtg with Kyle Michel, an attorney that does lobbying work to discuss the direction of our annexation legislation.
- 4) Submitted CTC grant request for Regatta Rd. Sidewalk looking into new opportunites for grant funding with consultants
- 5) City approved and executed the Highland Drainage Cost-Share, so will be working on bidding that project out for construction. Also discussing on staff level cost-share for FY 21/22 budgeted JI Creek watershed study

Business Licenses	74
*36 of those processed at Town hall	
Code Enforcement Cases	
TOTAL CASES	716
ABATED	672
INVESTIGATION CONTINUING	44
RANK VEGETATION / SOLID WASTE	177
INOPERABLE VEHICLE	127
TREE CASES	48
NUISANCE PROPERTY	62
NUISANCE PROPERTY	62

Building Permits & Inspections	Permits	Inspection
Current Month	101	195
Building	27	99
Electrical	20	30
Plumbing	7	27
Mechanical	12	14
Gas	9	21
Pool	6	
Roofing	11	
Fire System	1	4
Sign	-	
Trades	8	
Manufactured Home	-	
Previous Month	71	91

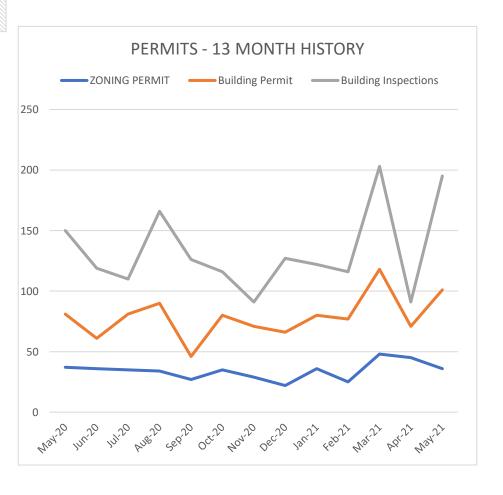




	PERMIT TYPE	May-21
	ACCESSORY STRUCTURE	
	CLEARING & GRUBBING	
ns	DEMOLITION PERMIT	1
	EXEMPT PLATS	
	FIREWORK STAND	
	HOME OCCUPATION	11
	LSPR	
	NON-EXEMPT PLAT	
	PD AMENDMENT (REZONING)	
	RESIDENTIAL ZONING	12
-	REZONING	
-	SPR	
	SIGN PERMIT	2
	SITE PLAN REVIEW	
	SPECIAL EVENT	
	SPECIAL EXCEPTION	
	TEMPORARY ZONING	3
	TREE REMOVAL	5
	TREE TRIMMING	
	VARIANCE	
	ZONING PERMIT	2
	TOTAL	36

PUBLIC WORKS NOTES

- 1) There were 7 new requests for service in May. 2 were drainage related. Staff has responded to all requests.
- 2) Staff facilitated meetings between JIPSD and SCDOT concerning the drainage culvert under Dills Bluff Road at Fort Sumter Drive. Rehabilitation of this culvert will take place in the new fiscal year when SCDOT will slip line it.
- 3) Staff participated in the Drainage Committee meeting.
- 4) Staff held the monthly meeting of stormwater managers.
- 5) Staff participated in the final inspection of the drainage improvements on Grimball
- 6) Staff participated in the preconstruction meeting for the Lighthouse Blvd Drainage and Sidewalk project.
- 7) Staff participated in the James Island Creek Task Force meeting.
- 8) Staff facilitated, with Pet Helpers, a rabies and ID chipping event at Town Hall for Dogs and Cats. 177 vaccines were given and 29 microchips.
- 9) Staff participated in a webinar by the National Weather Service about this year's tropical forecast.
- 10) Staff identified locations for two additional Pet Waste Stations through requests.
- 11) Staff and Deputy King, met with residents on Yorktown to discuss speeding.
- Staff cleaned 6 signs in April and installed two new 25 MPH signs.
- Staff filled 4 potholes with 8 bags of material and also cut vegetation on right of way to improve driver vision in various locations.



DAVIS & FLOYD

SINCE 1954

June 11, 2021

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

Transmitted via email this day to: akellahan@jamesislandsc.gov

Re: Proposal for Planning Services, Agency Coordination, & Parking Revisions Town of James Island – Brantley Park – James Island, SC

Dear Ms. Kellahan:

Davis & Floyd (D&F) appreciates the opportunity to offer planning services and agency coordination related to the existing dock structure and revisions to the on-street parking located at the Brantley Park property at 1708 Brantley Drive within the Town of James Island, South Carolina.

D&F staff would take the site through a planning exercise and coordinate the proposed changes with DHEC/OCRM, the City of Charleston, and the Town of James Island. For this we would produce conceptual plans for the property and include a color rendered site plan that could be utilized for public outreach and future permitting pursuits. Additionally, the previously designed on-street parking will be revised to accommodate a single, pervious, ADA parking space.

We hope that you find our total proposed fee of **\$16,300.00**, including expenses, to be acceptable. A breakdown of the fee per Task of this work is included in the below table.

Division	Estimated Fee
A – Preliminary Land Planning	\$ 4,700.00
B – Agency Review and Coordination	\$ 1,500.00
C – Parking/Drainage Plan Revisions	\$ 5,200.00
D – Plan Revision Permitting	\$ 4,900.00
Total Proposed Fee	\$ 16,300.00

June 11, 2021 Town of James Island Brantley Park Dock Layout & Parking Revisions Page 2

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

Very truly yours,

DAVIS & FLOYD

Chris Haynes, PLA

Associate, Project Manager

Brent Robertson, PE

Brent P. Robertson

Vice President

Enclosures:

Agreement for Professional Services

DAVIS & FLOYD

SINCE 1954

AGREEMENT FOR PROFESSIONAL SERVICES

	related to the dock a	and parking at Brantley Park.	
SCOPE: D&F ag (Attachment A).	rees to provide the Profession	nal Services as defined in the	he attached Scope of Services
COMPENSATION basis for a total amo	: Compensation for the Profesunt of \$_16,300.00	sional Services described abov	re will be billed on a Lump Sum
Agreement as noted	above unless officially agreed dard Terms and Conditions	to by both parties. No modifi	alendar days of the date of this cations, alterations, changes, or nless officially agreed to and
enter into this Agre			hat they are duly authorized to dges receipt and acceptance o
enter into this Agre	eement on the Client's behalf. Conditions (Attachment B).		
enter into this Agre Standard Terms and	eement on the Client's behalf. Conditions (Attachment B).	Signatory further acknowled	dges receipt and acceptance o
enter into this Agre Standard Terms and	eement on the Client's behalf. Conditions (Attachment B).	Signatory further acknowled Davis & Floyd, Inc.	dges receipt and acceptance o
enter into this Agre Standard Terms and Client Acceptance Signature	eement on the Client's behalf. Conditions (Attachment B).	Davis & Floyd, Inc. Signature Brent P. Robertson, Pl	dges receipt and acceptance of
enter into this Agre Standard Terms and Client Acceptance	eement on the Client's behalf. Conditions (Attachment B).	Davis & Floyd, Inc. Brent P. Robertson, Pl Name of Signatory	dges receipt and acceptance of
enter into this Agre Standard Terms and Client Acceptance Signature	eement on the Client's behalf. Conditions (Attachment B).	Davis & Floyd, Inc. Signature Brent P. Robertson, Pl	dges receipt and acceptance of

Attachments:

LS Revised 3/26/2018

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

DAVIS & FLOYD

SINCE 1954

Summary of Scope

Davis & Floyd (D&F) will provide planning services and agency coordination related to the existing dock renovations and provide construction document revisions for the proposed parking and drainage located at the Brantley Park property at 1708 Brantley Drive within the Town of James Island, South Carolina. Our proposed scope includes preliminary planning, revisions to the previously approved site plans, the development of a final color rendered site plan, and coordination with SCDHEC/OCRM, City of Charleston, SCDOT and Town of James Island staff and officials.

A -Preliminary Land Planning

D&F will prepare a conceptual land use plan that incorporate feedback received from the Client, site visits, and information gathered through correspondence with DHEC/OCRM and Town of James Island officials. A client update meeting will be held after the plans are completed to discuss the concepts and determine if any revisions are needed prior to developing the final Master Plan. Once the final Master Plan is approved by the client, a color-rendered illustrative Master Plan will be created, and D&F will present this final Master Plan to the client and provide digital copies for easy distribution to the public and future design/permitting pursuit.

Services during the Preliminary Land Planning include:

- **A.1** Up to three (3) conceptual land use plans of the site.
- **A.2** Client update meeting facilitation to present land use plans.
- **A.3** Design of a final Conceptual Master Plan.
- A.4 Color-rendered Illustrative Master Plan.
- **A.5** Client update meeting to present Final Master Plan.
- **A.6** Digital copies of Final Master Plan and Illustrative Master Plan for upload/distribution.

B-Agency Review and Coordination

As a part of the preliminary planning, D&F staff will coordinate review of the preliminary concepts with DHEC/OCRM and the Town of James Island. The goal of these meetings is to receive preliminary feedback on the new dock structure and any additional water dependent amenities that will be included as a part of the land plans. Summaries of these meetings will be recorded and shared with the client throughout the process. Feedback received will be included in the final master plans developed as part of the Preliminary Land Planning Phases.

Services during the Agency Review and Coordination include:

- **B.1** Coordination meeting with DHEC/OCRM
- **B.2** Coordination meeting with Town of James Island
- **B.3** Client update meeting to present findings from coordination meetings

C-Parking/Drainage Plan Revisions

D&F will revise the prior approved site plans to remove four (4) parallel parking stalls, sidewalk and downstream drainage improvements as shown on the attached exhibit. The remaining handicapped

parking space will remain as planned and paved with pervious asphalt. The drawings developed during this phase of the project will be used as plans for permitting and will include the following:

- **C.1** Construction Documents Including:
 - C.1a Demolition Plan
 - **C.1b** Site Plan
 - **C.1c** Grading Plan
 - C.1d Drainage Plan
 - C.1e Erosion Control Plan
 - C.1f Detail Sheets

<u>D - Plan Revision Permitting</u>

It is our understanding the Town has discussed these revisions with the City of Charleston and formal TRC meetings will not be required. City of Charleston approval will be approved through City staff review. Revised plans will be submitted to SCDOT to revise the previously approved permit. Based on the completed construction documents, D&F will prepare and submit permit applications to the following Permitting Agencies:

- **D.1** Permitting Agencies
 - **D.1a** City of Charleston MS4 Permitting (Staff level)
 - **D.1b** City of Charleston Technical Review Committee (Staff level)
 - **D.1c** SCDOT Road Encroachments for Brantley Dr.

Final concept plans and all color plans will be transmitted to the Client in a PDF format for easy upload/distribution.

(End of Scope of Services)

DAVIS & FLOYD, INC. STANDARD TERMS AND CONDITIONS

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

- 1. **QUALITY OF WORK.** All services of Davis & Floyd, Inc., ("D&F"), and its subsidiaries, independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted industry practice. All estimates, recommendations, opinions and decisions of D&F will be on the basis of the information available to D&F's experience, technical qualifications, and professional judgement.
- 2. **INVOICES AND PAYMENT.** Invoices will be submitted periodically directly to the Client (customarily on a monthly basis) and are due and payable upon receipt. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Client will be responsible for any applicable taxes in the manner and amount as required by law.

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

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

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

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

- 4. **INSURANCE.** As protection for D&F, Workers Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance is maintained at D&F's expense. Certificates of such insurance will be provided to Client upon request. D&F agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available, from carriers acceptable to D&F) provided the costs for additional insurance are reimbursed by Client.
- 5. **INDEMNIFICATION AND ALLOCATION OF RISK.** To the fullest extent permitted by law, D&F shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of D&F, D&F's officers, directors, partners, employees, and consultants in the performance of D&F's services under this agreement.

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

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

- 6. **LIMITS OF LIABILITY.** It is understood that any and all professional liabilities incurred by D&F throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by D&F, not including reimbursable expenses and subconsultants, for all services rendered on the Project.
- 7. **LITIGATION.** In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

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

- 8. ACCESS. Client shall arrange for safe access to and make all provisions for D&F and D&F's consultants to enter upon public and private property as required for D&F to perform services.
- 9. **TERMINATION.** Either party may terminate the Agreement, in whole or in part, by giving seven days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs D&F incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.
- 10. **CONFIDENTIALITY.** D&F shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client not otherwise previously known to D&F or in the public domain, as Client expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of D&F, (2) is furnished or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

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

- 11. **COST ESTIMATING.** Since D&F has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the cost of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified professional, familiar with the construction industry; but D&F cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such a determination.
- 12. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications, prepared or furnished by D&F (and D&F's subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and D&F shall retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by D&F for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to D&F or D&F's subsidiaries, independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle D&F to further compensation at rates to be agreed upon by Client and D&F.
- 13. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by D&F. Files in electronic media format of text, data, graphics, or of other types that are furnished by D&F to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

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

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

- 14. HANDLING OF SAMPLES. With regards to samples received by D&F for laboratory analysis, after the analytical results have been reported, samples are routinely retained in our storage facilities for 14 days. Prior arrangements must be made if samples are to be held for longer periods. D&F may charge a monthly fee for long-term storage of samples. Unused portions of samples found or suspected to be hazardous according to state or federal guidelines may be returned to the Client upon completion of the analytical work. These include samples known or suspected to contain hazardous materials as defined by state or federal regulatory agencies. The cost of disposal or returning the samples may be invoiced to the Client. The sample and portions thereof remain the property of the Client at all times.
- 15. **RETENTION OF LABORATORY REPORTS.** After analytical results have been reported to Client, D&F will normally retain copies of such analytical reports for a period of three years, after which time such reports may be destroyed. D&F makes no guarantee and assumes no responsibilities for retention of such reports. If Client requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.
- 16. **CONTROLLING AGREEMENT.** To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these Standard Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in Client's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the service under this proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by D&F. D&F's acknowledgement of receipt of any purchase order, requisition, notice or authorization of D&F's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.
- 17. **PROPRIETARY DATA.** The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without express written consent of D&F.
- 18. GOVERNING LAW. This Agreement is to be governed by and construed in accordance with the law of the principal place of business of D&F.
- 19. CONTRACTS. All contracts are subject to review and approval by D&F's legal department and must be signed by a corporate officer.

DAVIS & FLOYD

SINCE 1954

Standard Personnel Rate Schedule							
Category	Rate: \$/hour						
Principal	\$231.00						
Senior Project Manager	\$184.00						
Project Manager Senior Engineer	\$168.00						
Senior Architect Senior Transportation Planner	\$158.00						
Program Director Senior Landscape Architect Resident Construction Manager Computer Specialist Department Manager	\$147.00						
Engineer Architect Landscape Architect Specifications Writer	\$137.00						
Senior Inspector	\$131.00						
Licensed Surveyor Transportation Planner	\$126.00						
Senior Designer GIS Specialist	\$121.00						
Staff Engineer Inspector Permitting Specialist Transportation Planner Assistant GIS Analyst	\$105.00						
Designer Accountant (1)	\$100.00						
Survey Crew Chief	\$95.00						
Computer Technician	\$84.00						
Clerical	\$68.00						
Survey Field Technician Intern Technician	\$63.00						

(1) Accountant labor may be charged for time to assemble invoice documentation in a manner not normally provided by Davis & Floyd.

(2) An overtime premium up to one-half the above rates may be charged in addition to the above rates for personnel compensated for overtime.

(3) Field Equipment may be charged for use of survey/environmental equipment when used in the field by Davis & Floyd employees.

Rei	Reimbursable Expense Schedule								
Category	Unit	Unit Rate							
Copies/Prints									
Standard 8.5 x 11	page	\$0.15 BW / \$1.00 Color							
Oversized	square feet	\$0.25 BW / \$6.00 Color							
Mylar copy	sheet	\$25.00							
Mileage	mile	Current federal rate							
Direct Expenses		Actual cost + 15%							

Town of James Island



Memo

To: Mayor and Town Council

From: Ashley Kellahan, TA

Date: June 10, 2021

Re: LPR Camera for HBVR

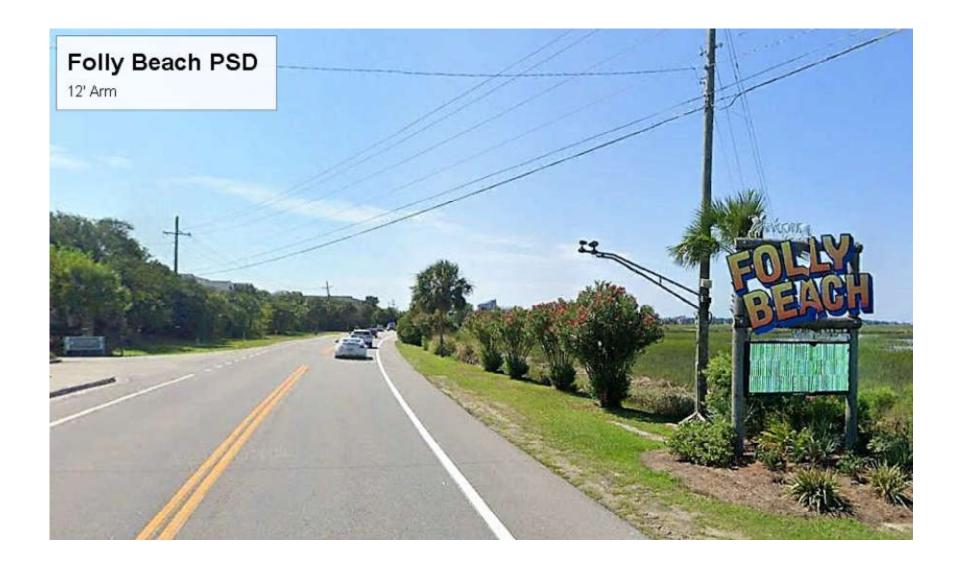
- Lt. James, I, and Henry Beck with NDR-IS have discussed possible locations on HBVR as well as solar versus power-fed options.
- A solar option would look like one recently installed at the Johns Island Airport. See figure A. The location would still need to be determined. The cameras and solar panel would be mounted together on a steel post. The estimated cost for this is \$24,510.50 up front, with an annual service agreement cost of \$2,937.28. The monthly utility cost is \$40 for Verizon.
- One possible power-fed location is shown in Figure B. There is an existing pole that could beused so as not to place another pole. However, we would need to use a 12ft arm extension. An example of this option is shown in Figure C. The cost for this is \$23,380.50 up front, withan annual service agreement cost of \$3,106.88. The monthly utility cost is \$40 for Verizon and \$17 for Dominion.
- Things to consider:
 - Solar panels cannot be mounted on power poles. If we want to go with a solar option, we will need to place a separate pole instead of using an existing power pole.
 - Placing the cameras any further north up HBVR, closer to the connector where there are four lanes as opposed to two, will require additional cameras and increase the cost.
 - Annual service agreement would last for 5 years. The first year is paid for in the cost of purchase. After 5 years, the warranty coverage goes away but tech support and any software updates would continue at no cost.

Attachments





FIGURE C



SOLAR OPTION

NDI Technologies, Inc.,

Henry Beck

Email: h.beck@ndi-rs.net Phone: 704-604-2487

105 E State Road 434

Winter Springs, Florida 32708,

United States

Main Office Phone: 866-458-0426

Fax: 321-441-1801

Billing Address

1122 Dills Bluff Rd Charleston, SC 29412 USA

Shipping Address

1122 Dills Bluff Rd Charleston, SC 29412 USA



Quote To Town of James Island, SC

Mrs. Kellahan

Quote No QU0651

Quote Date 02-23-2021

Valid 90 days from Quote Date

Item Code	Item Name	Quantity	List Price	Item Total	Total
BUND-STAT-2CAM	Static- 2cam LPR Bundle	1	16,918.00	16,918.00	16,918.00
	Each Static Bundle includes: variable focus, dual lens LPR cameras with integrated InfraRed illuminator, 120v A/C LPR Processor, comms/controller enclosure and VeriPlate TALON plate recognition software. Cables, brackets, modems sold seperately.				
CAB-C3-5M	Camera Cable- 5M	2	335.00	670.00	670.00
	C-Series Camera Cable (IP67 Outdoor Rated)- 5M/15FT				
MNT-ARM-2FT	Camera Mount- 2FT Arm	2	385.00	770.00	770.00
	Pole Mount Extension Arm- 2FT				
	Custom Hardware	1	2,690.00	2,690.00	2,690.00
	Solar setup for two camera fixed system. Includes: solar panel, 200W monocrystalline 24V morningstar mppt solar controller, Vmaxtanks 12V 125AH AGM battery, NEMA 3 aluminum battery enclosure, gound mounting and cables.				

CNT-MOD-KIT	Cellular Modem / Controller Kit	1	1,662.50	1,662.50	1,662.50	
	Cellular Modem and Controller housed in weatherized NEMA-rated enclosure.					
SERV-STAT-COMM	Static System Commissioning (Per Day)	1	1,800.00	1,800.00	1,800.00	
	Static system commissioning includes labor for a single Field Engineer to aim and focus cameras and to complete configuration and quality checks on system communications and plate reads. Installation of hardware and electrical connections to be performed per Seller's Terms and Conditions.					
WARRANTY-YEAR1	First Year Warranty Included	1	0.00	0.00	0.00	
	Seller warrants all goods for one year from shipping date. (See Terms & Conditions for details of coverage)					
WARRANTY-ASR	Annual Service Renewal	1	2,937.28	2,937.28	0.00	
	Annual Service Renewal / Extended Warranty- Included fix/replace support on all covered hardware, support/updates on all covered software and phone/email/web/remote support. (See Terms & Conditions for details of coverage)					
				Items Total	24,510.50	
		Sh	Included			
	Pre Tax Total					
			Tax(0 %)			
			24,510.50			

Notes: James Island to provide poles, permits (if needed), power, bucket truck if needed and SIM card for modem if needed.

System Cost: \$24,510.50

Maintenance Full Term: \$11,749.12 (\$2,937.28 x 4)

Grand Total: \$36,259.62

60 Month \$1 Buyout Lease Option - 5 Annual Payments

Payments: \$7,887.92* per year

^{*}Lease payment does not include applicable taxes/doc fee and is subject to credit approval.

NDI Technologies, Inc.,

Henry Beck

Email: h.beck@ndi-rs.net Phone: 704-604-2487

105 E State Road 434

Winter Springs, Florida 32708,

United States

Main Office Phone: 866-458-0426

Fax: 321-441-1801

Billing Address

1122 Dills Bluff Rd Charleston, SC 29412 USA

Shipping Address

1122 Dills Bluff Rd Charleston, SC 29412 USA

POWER-FED Option



Quote To Town of James Island, SC

Mrs. Kellahan

Quote No QUO729

Quote Date

05-11-2021

Valid 90 days from Quote Date

Item Code	Item Name	Quantity	List Price	Item Total	Total
BUND-STAT-2CAM	Static- 2cam LPR Bundle	1	16,918.00	16,918.00	16,918.00
	Each Static Bundle includes: variable focus, dual lens LPR cameras with integrated InfraRed illuminator, 120v A/C LPR Processor, comms/controller enclosure and VeriPlate TALON plate recognition software. Cables, brackets, modems sold seperately.				
CNT-MOD-KIT	Cellular Modem / Controller Kit	1	1,662.50	1,662.50	1,662.50
	Cellular Modem and Controller housed in weatherized NEMA-rated enclosure.				
CAB-V2-5M	Camera Cable- Mobile 5M	2	335.00	670.00	670.00
	V-Series Camera Cable for vehicle/mobile use- 5M/15FT				
MNT-C3-POL	Camera Mount- Pole	2	315.00	630.00	630.00
	C-Series Camera Bracket for pole mounting. Includes stainless steel strapping.				
MNT-ARM-12FT	Camera Mount- 12FT Arm	1	1,200.00	1,200.00	1,200.00
	Pole Mount Extension Arm- 12FT				

CUST-INFRA-IMPL	Custom Infrastructure Implementation	1	500.00	500.00	500.00
	Includes site surveys, poles (if needed), electrical connections and project management., bucket truck rental.				
SERV-STAT-COMM	Static System Commissioning (Per Day)	1	1,800.00	1,800.00	1,800.00
	Static system commissioning includes labor for a single Field Engineer to aim and focus cameras and to complete configuration and quality checks on system communications and plate reads. Installation of hardware and electrical connections to be performed per Seller's Terms and Conditions.				
SHP-HNDL	Shipping & Handling	1	0.00	0.00	0.00
	Shipping & Handling included within the contiguous United States.				
WARRANTY-YEAR1	First Year Warranty Included	1	0.00	0.00	0.00
	Seller warrants all goods for one year from shipping date. (See Terms & Conditions for details of coverage)				
WARRANTY-ASR	Annual Service Renewal	1	3,106.88	3,106.88	0.00
	Annual Service Renewal / Extended Warranty- Included fix/replace support on all covered hardware, support/updates on all covered software and phone/email/web/remote support. (See Terms & Conditions for details of coverage) For budgeting purposes only begins year 2. Is built into annual payments if Lease Purchase Option is used.				
				Items Total	23,380.50
		Shipping & Handling Charges			Included
			23,380.50		
				Tax(0 %)	0.00 23,380.50
	GRAND TOTAL (\$)				

Notes: Agency responsible for SIM card for modem, electricity at pole, bucket truck and traffic control if

Lease Purchase Option -Fleetwood Financing Leasing LLC

System Cost: \$23,380.50

Maintenance Full Term: \$12,427.52 (\$3,106.88 x 4)-Annual Service Agreement covers 5 year fix or

replace warranty, tech support, and software updates

Grand Total: \$35,808.02

60 Month \$1 Buyout Lease Option - 5 Annual Payments - Special Deferred Promotion Payments: \$8,027.06* per year

*Lease payment does not include applicable taxes/doc fee and is subject to credit approval.

**First lease payment will be due on January 01, 2022 and all future lease payments will be due on January 1st of each year. Doc fee due at signing.

Thank you for your business!

Terms & Conditions

AGREEMENT AND LIMITATIONS - The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods and services described in the Sales Contract shall consist of the terms appearing hereof, together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communications from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the Sales Contract, no reference to Buyer's purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Trade usage and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to, distract from, supplant or explain the Sales Contract, shall not be binding on Seller.

TERMINATION OR MODIFICATION - The Sales Contract may be modified or terminated only upon Seller's consent except that stenographic and clerical errors are subject to correction by Seller, or upon Seller's consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, if requested by Seller in writing, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the service to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

PRICING — All prices quoted by Seller or its agents are net and are in US Dollars. List prices are subject to change without notice. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order.

PAYMENT TERMS - Seller will invoice for product (hardware and/or software) when shipped and all warranty will commence on that date, regardless of installation date, in-service date or go-live date. All payments are due on receipt of invoice. Installation and service fees will be invoiced and are due as incurred. Seller may require full or partial payment or payment guarantee in advance of shipment wherever, in its opinions, the financial condition of Buver so warrants.

TAXES — Prices and fees do not include National, State or Local taxes that may be applicable. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use, or other tax (however designated) imposed upon the sales, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller at the time of purchase.

FREIGHT/SHIPPING — All prices F.O.B. Winter Springs, Florida, U.S.A. Freight will be allowed, regardless of weight, to any destination in the Continental United States for orders totaling \$500 or more. If an order totals \$499 or less or a shipment is requested to be made by a specific carrier, full transportation charges are to be borne by the Buyer. The right is reserved to make partial shipments at Seller's discretion.

CLAIMS — Upon acceptance by the carrier, title to the material passes to the consignee. All claims for loss or breakage concealed or otherwise, must be made against the carrier by the consignee. All shipments from Winter Springs, Florida, U.S.A. will be traced if request is received by Seller two weeks after our invoicing. This written request should detail items that are missing from the shipment. Damage to merchandise should be reported immediately to Seller upon discovery. Please hold the damaged merchandise and its original carton for inspection. Seller will arrange for inspection, return of merchandise and repair or replacement of the merchandise. Be as detailed as possible as to the nature of the damage. Any claim involving concealed damage to merchandise will not be honored after 14 days from our shipping.

RISK OF LOSS — Title and risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of

DELIVERY — Lead-time from receipt of order is typically 4 to 6 weeks, but may vary based on items ordered. Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

DEDUCTIONS AND RETURNS — Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be at the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges of \$20.00 USD or 15%, whichever is greater. Buyer assumes all risk for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account. Contact Help Desk for a return material authorization (RMA).

INSPECTION — Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer

WARRANTY — Seller warrants all goods for one year, under the following conditions and exceptions: Seller warrants that all goods of Seller's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Seller such goods shall be commercially free from defects in material or workmanship. Seller reserves the right at the Seller's discretion to "Repair and Return" or "Replace" any item deemed defective during the warranty period. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Seller or its authorized representative, or if one year has elapsed from the date of shipment of the goods by Seller. No agent, employee, representative or distributor of Seller has any authority to bind the Seller to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE

EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Seller shall be given reasonable opportunity to investigate all claims for allegedly defective goods.

ANNUAL RENEWAL MAINTENANCE/SUPPORT AGREEMENT - Provided the Buyer maintains an active "Gold Level" annual support agreement all software and hardware, excluding travel related expenses, will be covered by on-site repair and/or replacement. Should Buyer elect to NOT maintain an active support agreement, Seller will charge a daily labor rate of \$1,250.00 for on-site support, in addition to hardware costs and travel expenses. An Agency outside of an active support agreement may also mail in parts pursuant to the annual support agreement for repair in lieu of the on-site charges.

INSTALLATION — Installation of any hardware shall be by Buyer unless otherwise specifically stated on the Sales Contract. Buyer is responsible for all necessary and/or required site permits, engineering drawings, permissions, clearance, physical infrastructure (including poles, gantries, etc.).

FIXED SYSTEM INFRASTRUCTURE - Buyer is responsible for ensuring that each fixed system location has adequate infrastructure in place, including but not limited to:

- Physical Infrastructure Buyer is responsible for providing suitable physical locations for LPR systems as well as the actual physical installation/attachment of devices to the physical infrastructure in place.
 Electrical Infrastructure Buyer is responsible for providing 120v A/C power at each location. LPR processors are to be directly wired into the power service. Buyer is responsible for ensuring that power service is outfitted with lightning/surge suppression and a power disconnect located within serviceable reach. Buyer is responsible for ensuring that the installation meets all applicable codes and requirements, including the use of certified electricians, running of conduit, etc. Seller is not responsible for making any electrical connections or for the reliability of clean power.
- Network Infrastructure Appropriate Ethernet network connectivity at each location is the sole responsibility of the Buyer. Should the Seller furnish a cellular modem or wireless device as part of the Sales Contract, the Buyer is responsible for monthly provisioning and service of the device. Seller shall not assume ANY charges for data communications or any responsibility for the reliability of the communications network.

MOBILE SYSTEM INSTALLATION - Buyer is responsible for providing the Vehicle Make, Vehicle Model, and Lightbar Model at time of order. As mobile brackets are fit for vehicles, changes to this information may result in an additional charge. Unless otherwise specified in the Sales Contract, Mobile Installations take place at the Winter Springs, Florida office.

SERVER INSTALLATION - Buyer is responsible for server hardware and software as described in server requirements documentation, unless explicitly stated in Sales Contract. Software purchased from the Seller will be installed and configured remotely by the Seller.

SYSTEM COMMISSIONING - If specified in Sales Contract, Seller will provide Commissioning Services to include the aiming of cameras as required. Buyer will provide any and all specialized equipment/services (bucket trucks, traffic control, etc.) required to safely perform Commissioning Services.

REMEDIES AND LIMITATIONS OF LIABILITY — In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price therefore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be returned to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; war; riot; delays in transportation; lack of ability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control. whether similar or dissimilar to the foregoing.

ASSIGNMENT AND DELEGATION — No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Not withstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under the WARRANTY, REMEDIES, AND

LIMITATIONS OF LIABILITY sections hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

SEVERABILITY — If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

GOVERNING LAW AND LIMITATIONS — The formation and performance of the Sales Contract shall be governed by the laws of the State of Florida. Whenever a term defined by the Uniform Commercial Code as adopted in Florida is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has occurred.

MEMORANDUM

To: Mayor Woolsey, Town Council and Ashley Kellahan, Town Administrator

From: Councilman Garrett Milliken

Date: June 9, 2021

Re: Request for Approval - Presentation from Dominion Energy representative pertaining to Smart

Meter information and installation

As many residents are asking about Dominion Energy Smart Meter installation, it would be beneficial for Town Council to ask our Town Administrator to request that a representative from Dominion Energy attend an upcoming Town Council meeting to provide information on Smart Meter installation on James Island and answer any questions we may have about Smart Meter installation, including the opt-out process. Please add this topic to the agenda for the June 17, 2021 Town Council meeting as a Request for Approval.

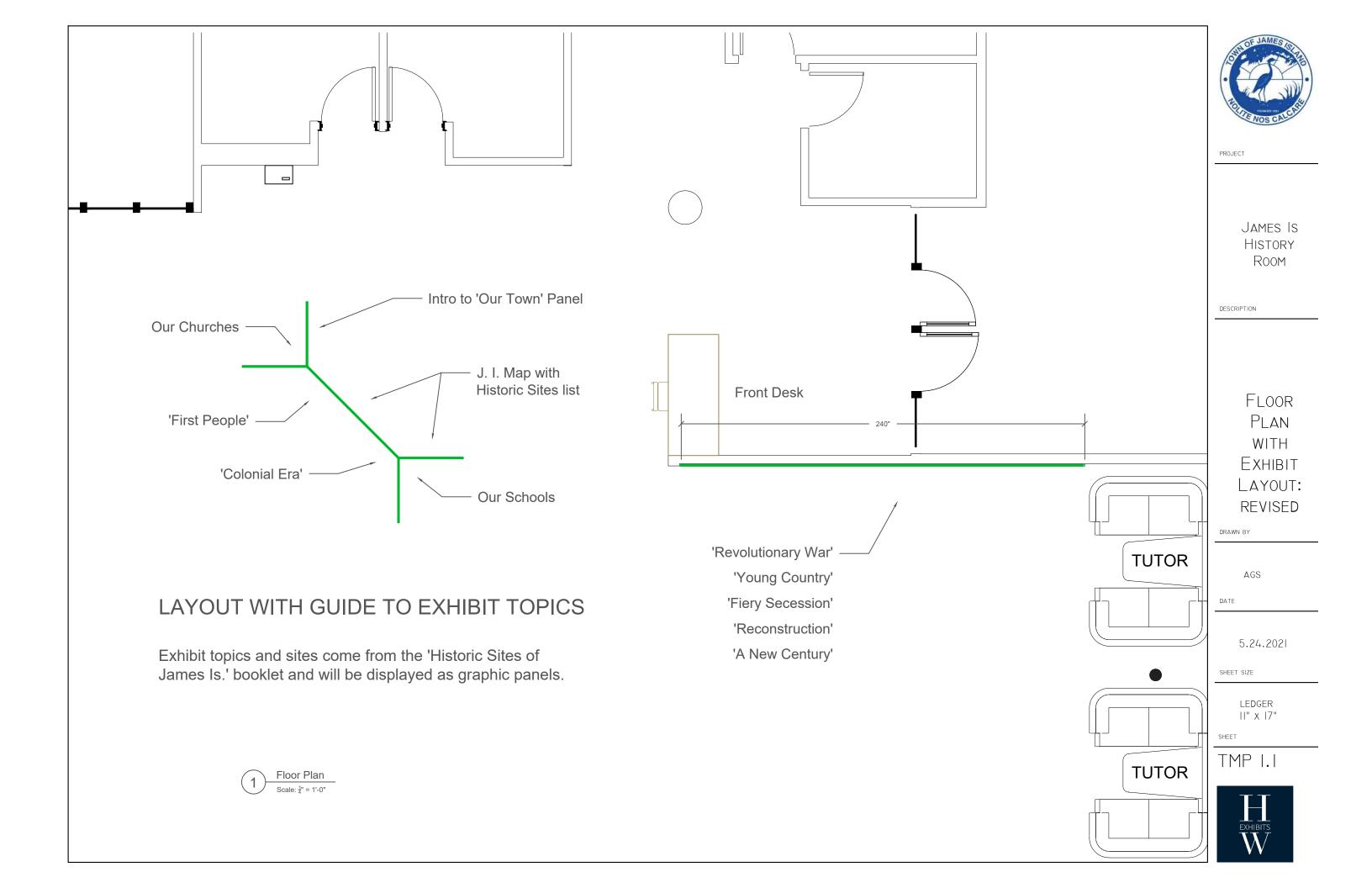
JAMES ISLAND ARTS & CULTURAL CENTER

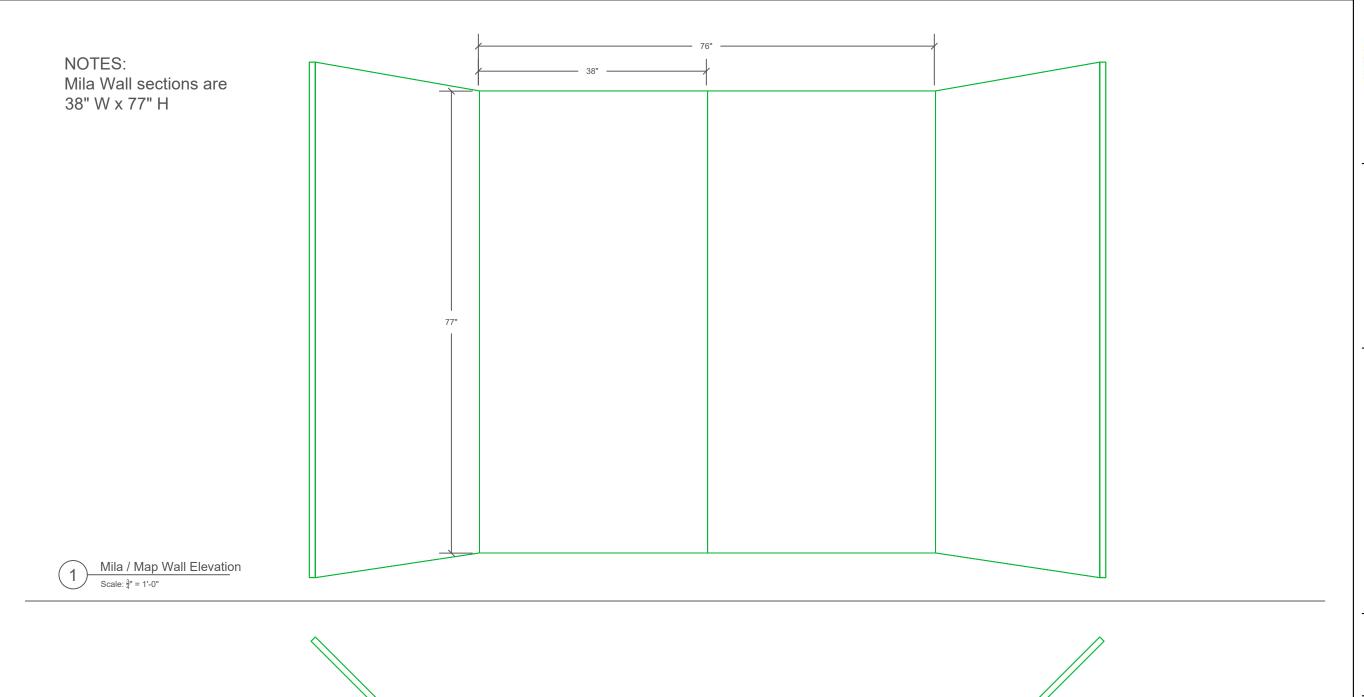
JAMES ISLAND, SC | TEMPORARY HISTORY EXHIBIT

PRESENTED BY
HW Exhibits
498 Wando Park Blvd, Suite 700
Mount Pleasant, SC 29464

CONTACT
Andrew Steever
843.881.3128
Andrew@hwexhibits.com









PRO JE

JAMES IS HISTORY ROOM

DESCRIPTION

SAMPLE
ELEVATION:
MAIN MAP
WALL

DRAWN BY

AGS

DATE

5.17.2021

SHEET SIZE

LEDGER II" x 17"

CHEET

TMP 1.2



Mila / Map Wall Plan
Scale: ³/₄" = 1'-0"

PRIMARY COLORS











TEXTURE



TYPOGRAPHY

Adam Bold - Headline

ABCDEFGHIJKLMNOPQRSTUVWXYZ ABCDEGHIJKLMNOPQRSTUVWXYZ 1234567890!@#\$%^&*()<>?

Crimson Text - Body Copy

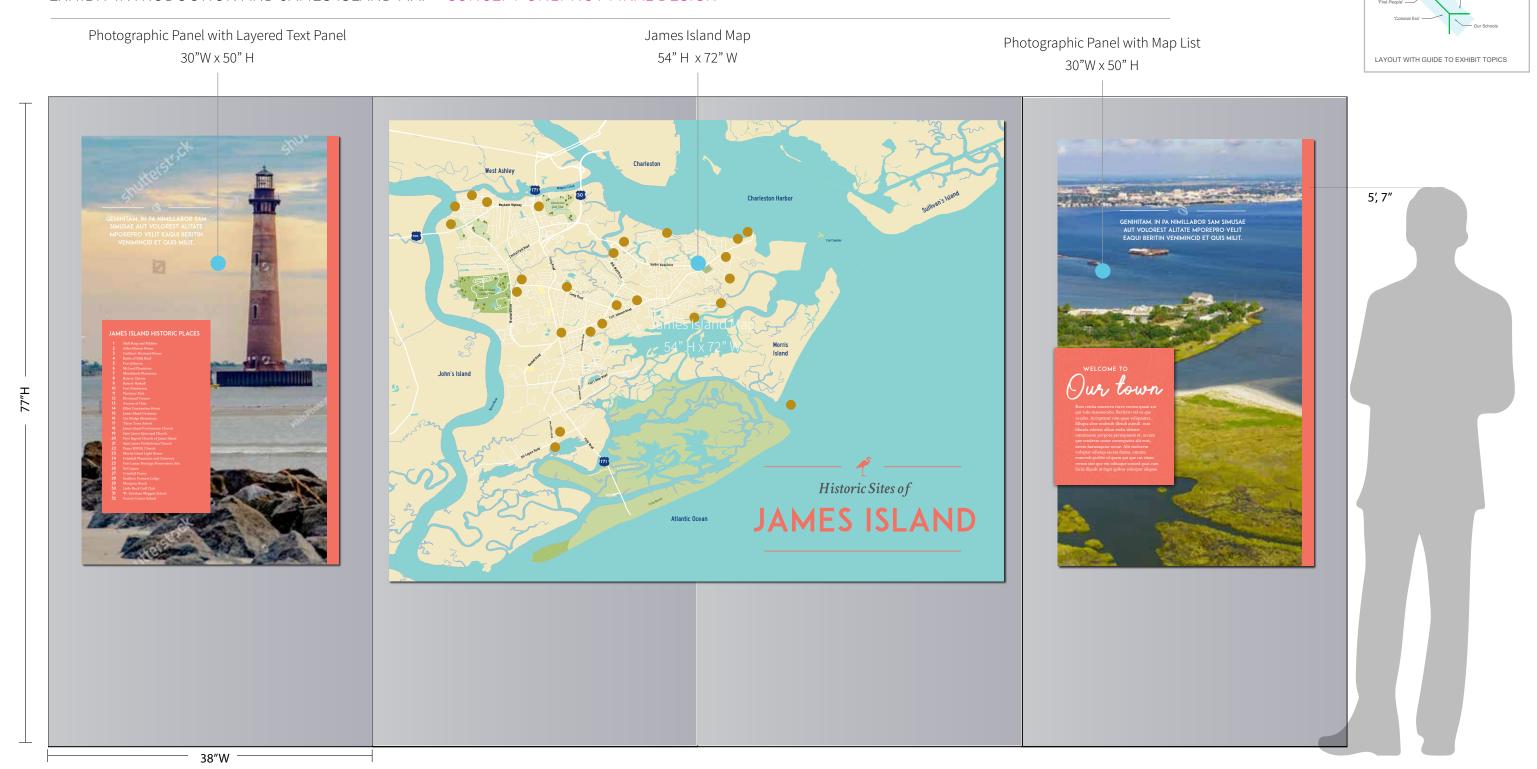
ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdeghijklmnopqrstuvwxyz 1234567890!@#\$%^&*()<>?

Gamelia - Did You Know/Fun Facts

ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdeghijklmnopgrstuvwxyz 1234567890

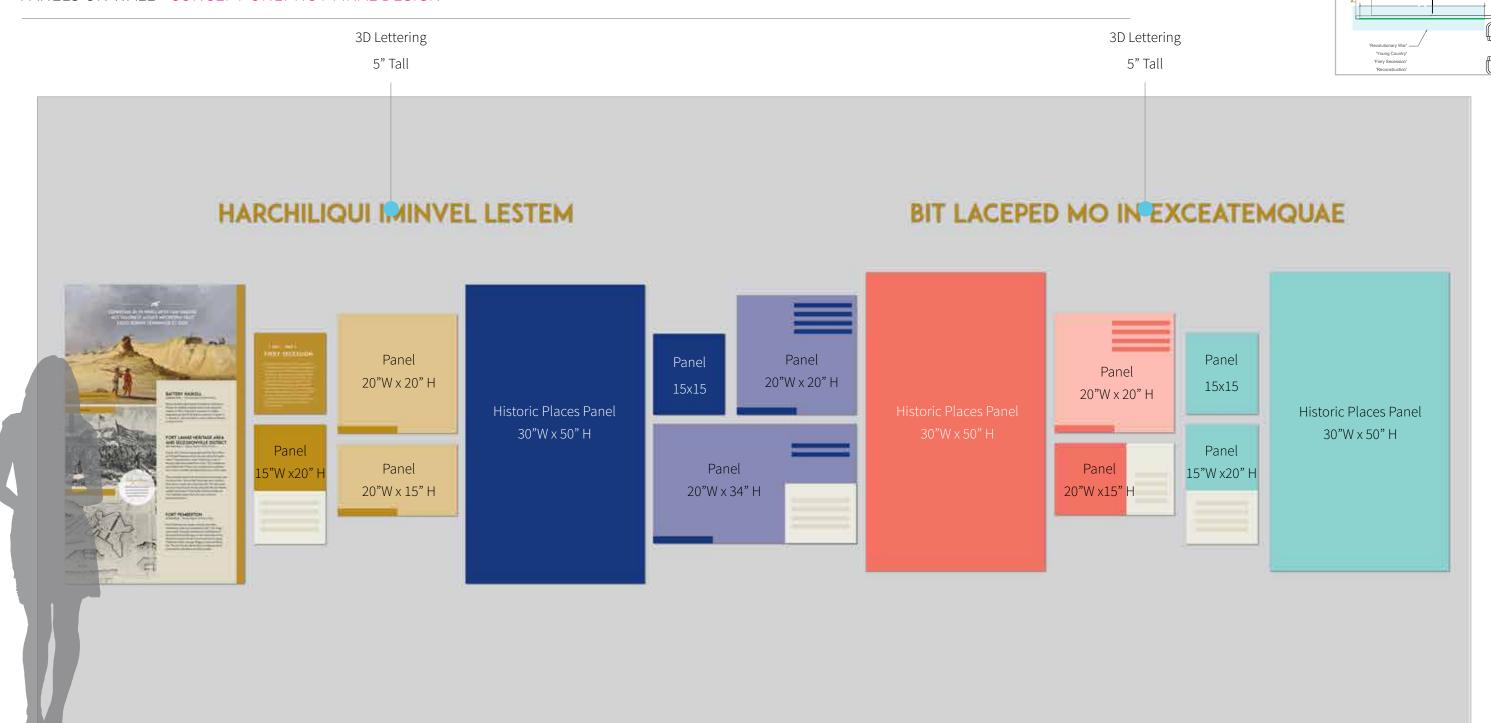
WALL ELEVATION

EXHIBIT INTRODUCTION AND JAMES ISLAND MAP - CONCEPT ONLY NOT FINAL DESIGN

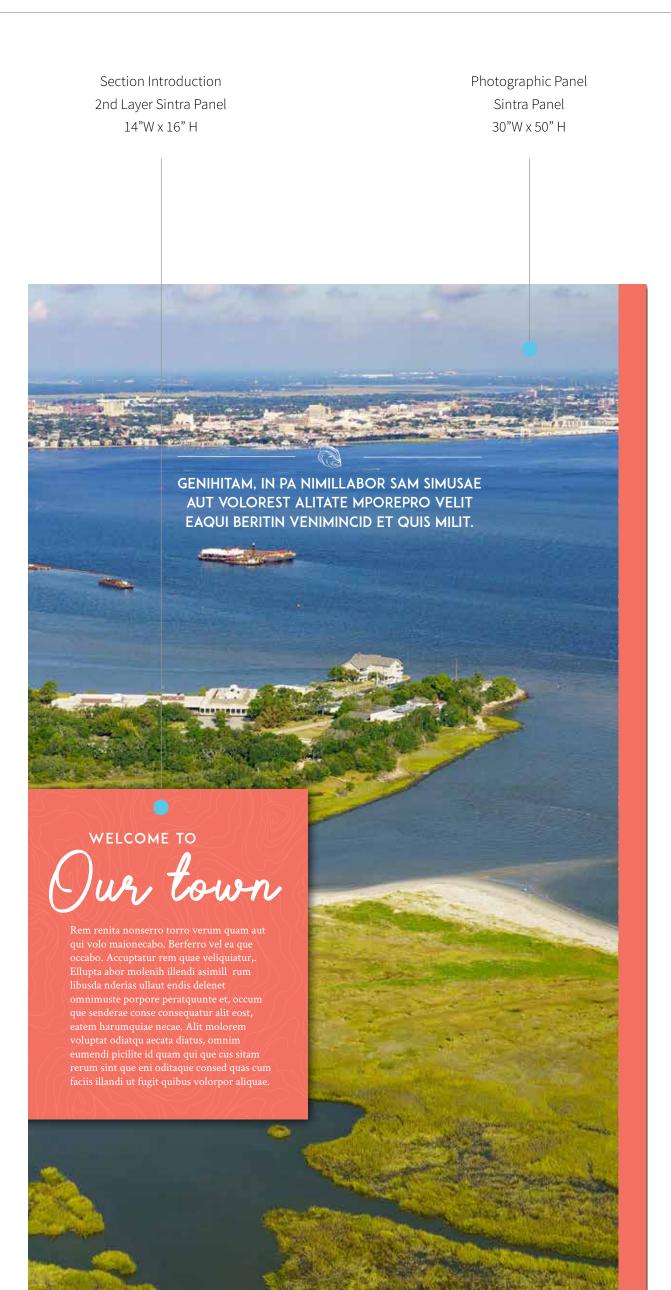


WALL ELEVATION

PANELS ON WALL - CONCEPT ONLY NOT FINAL DESIGN









Photographic Panel Sintra Panel 30"W x 50" H



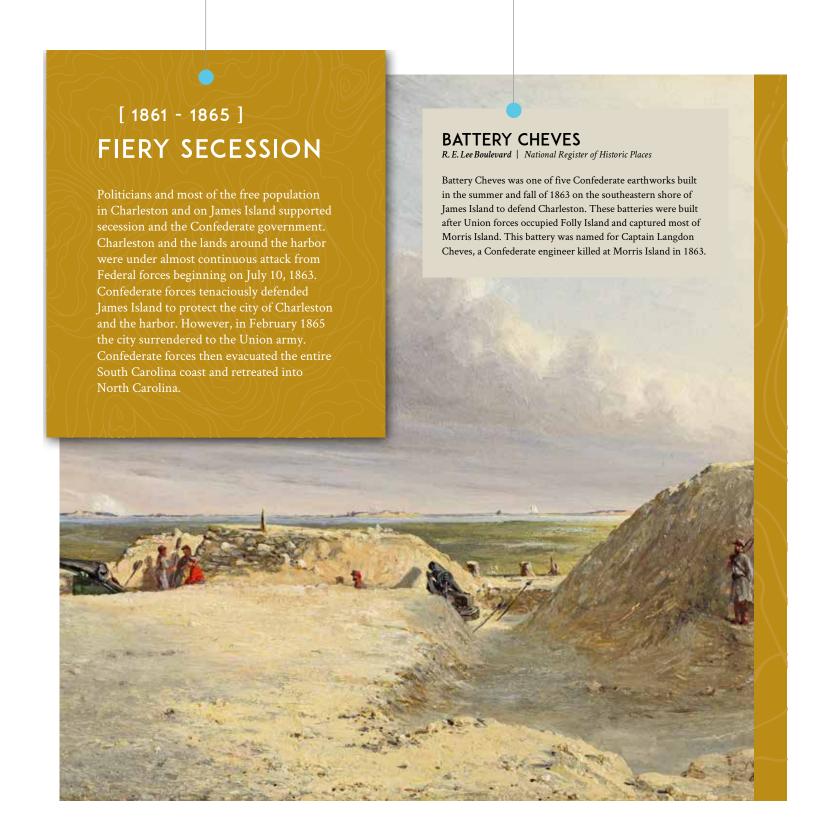


CONCEPT ONLY NOT FINAL DESIGN

Section Introduction 2nd Layer Sintra Panel 14"W x 16" H

Featured Historic Place Panel Sintra Panel 30"W x 30" H

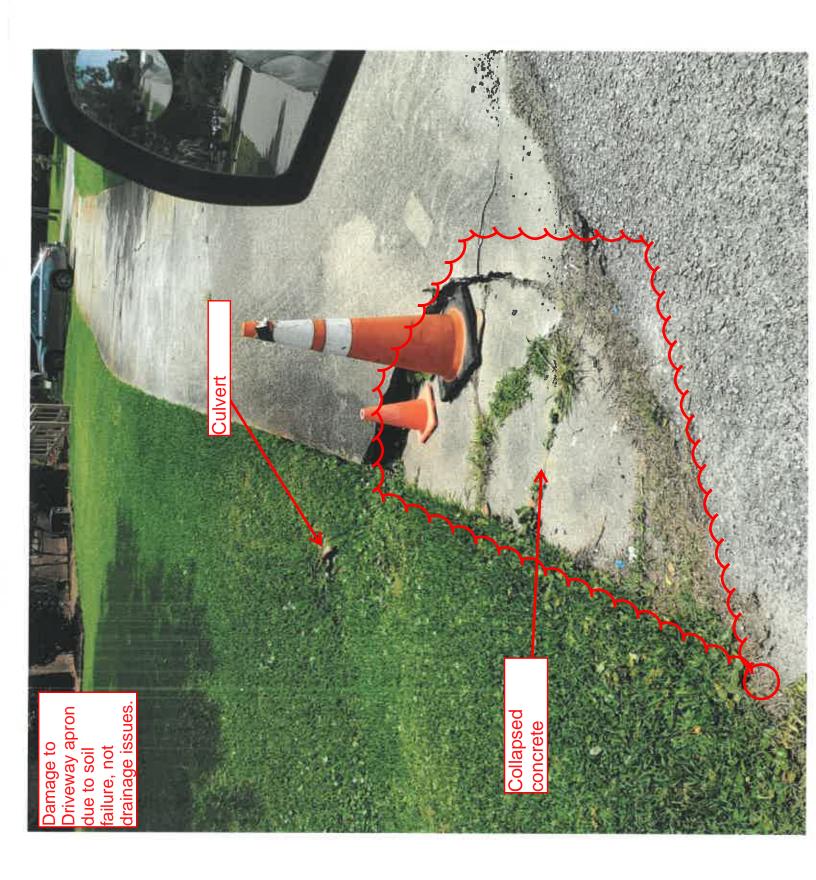




CONCEPT ONLY NOT FINAL DESIGN







BASIC INFORMATION

Est Start Da	te 5/3/2021			Request ID	11779
Requesting	Agency / Biliable Dept :	Town of Jame	es Island		c
Contact:	Mark Johnson		Phone	e: 843-709	9-2394
Details :	At 835 W Piccadilly Dr. no (approximately 13'x13').		5" RCP with 24' of 1	.5" RCP and concrete	apron
				Total Labor Cost	\$4,868.10
			Tot	al Equipment Cost	\$2,580.58
Material			•		
ID		Description		Usage	Material Cost
Other -					\$0.00
Date	Short Des	cription	Purchase Order	Vendor	Cost
5/3/2021				Knight's Redi Mix	\$900.00
5/3/2021 5/3/2021		'ock		/ulcan Material Compan P&P - Concrete Pipe And Precast	•
5/3/2021	l pipe fabric		C	P&P - Concrete Pipe And Precast	d \$25.00
			Total Oth	er	\$1,465.00
	•	,	Sub Tota	al	\$8,913.68
			10% Contigend	cy.	\$891.37
		(Grand Total Estima	te	\$9,805.05
Agency S	ignature :			Date:	_
Org Key (For non-General Fund Request):				Obj Code:	

5/18/2021



BASIC INFORMATION

Est Start Da	ate			Request ID	11675
Requesting	g Agency / Billable Dept :	Town of James	Island		
Contact :	Mark Johnson		Phone	: 843-709	9-2394
Details :	At 816 Waterloo St. exc	avate existing ap	ron 9'x16', cut and i	remove tree roots c	ausing
	failure, repair culvert jo	ints with fabric a	nd pour new concre	ete apron.	
	,				
				Total Labor Cost	\$4,868.10
			Tota	l Equipment Cost	\$3,444.33
Matarial				-	
Material ID		Description		Usage	Material Cost
)	Description		Osage	\$0.00
Other					
Date	e Short De	scription	Purchase Order	Vendor	Cost
6/7/202	advisor to a series of the ser	rete		Knights Precast	\$700.00
6/7/202	21 30 ft of fabric		CP	P&P - Concrete Pipe An Precast	d \$50.00
			Total Othe	er"	\$750.00
			Sub Tota	I	\$9,062.43
			10% Contigency	y	\$906.24
			Grand Total Estimat	e	\$9,968.67
Agency	Signature :			Date:	
Org Key	(For non-General Fund Request):	<u> </u>		Obj Code:	SE
				-	
(For Public W	orks Use Only) er/Director Approval :	2	9	Date:	
1 / O Ivialiag	ci, Director Approvari				







BASIC INFORMATION

Est Start Da	ate			Request ID	11778
Requesting	; Agency / Billable Dept :	Town of James	Island		
Contact :	Mark Johnson		Phone	: 843-70	9-2394
Details :	At 811 League St. excava joints, backfill with fill d	and the same of th		and the second of the second	ound
* 4			Total	Total Labor Cost Equipment Cost	\$3,245.40 \$4,023.43
Material	,				, ,,
ID		Description		Usage	Material Cost \$0.00
Other					
Date		scription	Purchase Order	Vendor	Cost
6/7/202	21 30 ft fabric		CP	&P - Concrete Pipe Ar Precast	nd \$50.00
6/7/202	2.5 Cubic yards concr	ete		Knight's Redi Mix	\$600.00
			Total Othe	r	\$650.00
			Sub Tota	Ī	\$7,918.83
			10% Contigency	/	\$791.88
			Grand Total Estimate	e	\$8,710.71
Agency	Signature :			Date:	
Org Key	For non-General Fund Request):_			Obj Code:	
(For Public Wo	orks Use Only) er/Director Approval :		. v	Date:	







Town of James Island

Memo

To: Mayor and Town Council

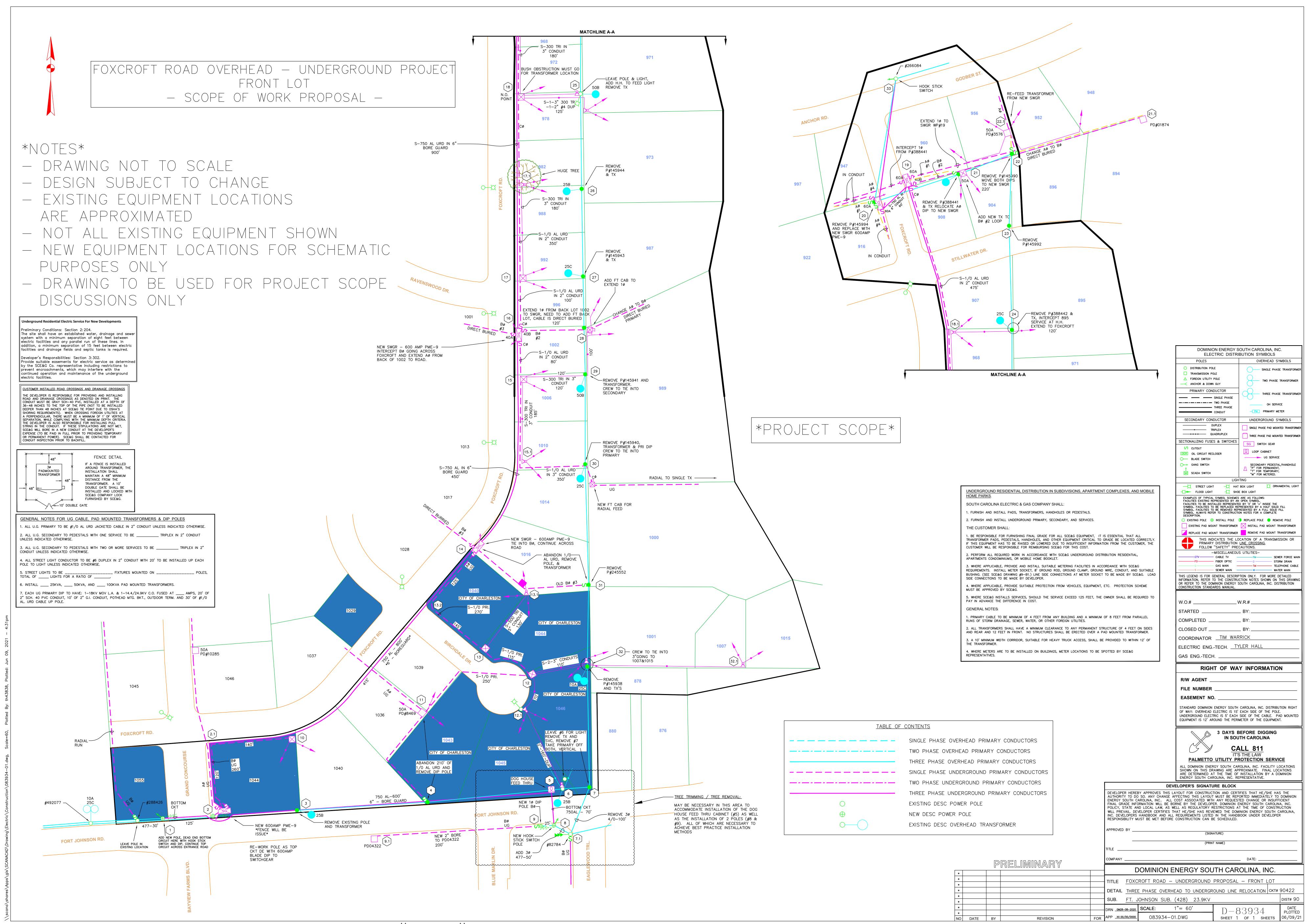
From: Ashley Kellahan, TA

Date: June 10, 2021

Re: Foxcroft Undergrounding Project

- Staff met with Dominion representatives on June 10th to go over preliminary plans for undergrounding powerlines along a stretch of Foxcroft to Stillwater and discuss what the project would entail if Council decided to move forward.
- The powerlines would move to the front of the properties in lieu of the backyards as
 Dominion does not place infrastructure along the back of the properties. The project cost
 would pay to run the undergrounding to the house. There may be meter cans that have to
 be replaced, but that is the property owner's responsibility and not something we will know
 until final design and surveying.
- Council needs to decide whether to move forward with having a public meeting with the
 homeowners. From the developed preliminary plans, Dominion can go over specifics for
 each property such as easement needs, where boxes need to be placed on properties, etc.
 After a public meeting, Council would need to vote based on the feedback received whether
 to commit funds to moving the project to completion which would including individual
 property surveys and final construction plans.
- The approximate project cost is \$500,000, for which Dominion would cover half the cost from the Town's NSF fund, the balance of which is \$313,986.49. The Town would be responsible for funding a 50% match from the General Fund.

Attachment





BASIC INFORMATION

Est Start Da	ite			Request ID	11733
Requesting	Agency / Billable Dept :	Town of James	Island		
Contact :	Mark Johnson		Phone:	843-70	9-2394
Details :	At 843 Hale St. hydro ex	cavate around b	ox to bottom approx	imately 8"x36", b	ackfill with
	flowable fill and finish to	grade with soil.		·	
					i i
		a .		Total Labor Cost	\$2,057.10
			Total	Equipment Cost	\$984.40
Material					
ID		Description		Usage	Material Cost
		-			\$0.00
Other					
Date	e Short De	scription	Purchase Order	Vendor	Cost
6/7/202				Knight's Redi Mix	\$500.00
			Total Other		\$500.00
			Sub Total		\$3,541.50
			10% Contigency		\$354.15
		G	Grand Total Estimate	-	\$3,895.65
Agency	Signature :	*		Date:	
Org Key	For non-General Fund Request):			Obj Code:	
,					zi.
(For Public Wo	orks Use Only) er/Director Approval :			Date:	
Complete	d By :		Date:	Task ID:	



PROCLAMATION

Honoring James Island Charter High School 2020-2021 State Championship Teams

Whereas, the hard work, dedication, sportsmanship, and exceptional teamwork of the 2020-2021 Girls Soccer, Boys Soccer, Girls Cross Country, and Girls Track and Field Teams has enabled these student athletes to earn AAAA State Championship title, and the Baseball Team winning lower state; and

Whereas, winning the 2020-2021 Championship Teams has brought outstanding honor and recognition to James Island Charter High School on a local and state level; and

Whereas, the entire coaching staff, parents, faculty, and student body at James Island Charter High School were instrumental in guiding the teams to victory through their untiring comradery;

Now, Therefore, I, Bill Woolsey, Mayor of the Town of James Island, do hereby recognize and warmly congratulate James Island Charter High School and the 2020-2021 Championship Teams on its spectacular accomplishments.

Enacted this 17 th day of	June, 202
Bill Woolsey	
Mayor	
ATTEST	
Frances Simmons	
Town Clerk	

*Awards and Recognition to the JICHS Athletic Program and its coaches will be presented at the August 19, 2021 Town Council meeting.