



Town of James Island, Regular Town Council Meeting
January 17, 2019; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

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.

Members of the public addressing Council during the Public Comment period must sign in. Comments should be directed to Council and not the audience. Please limit comments to three (3) minutes.

1. Opening Exercises
2. Special Order of Business: Election of Mayor Pro-Tempore
3. Public Comment
4. Consent Agenda
 - a. Minutes: December 20, 2018 Regular Town Council Meeting
5. Information Reports
 - a. Finance Report
 - b. ~~Administrator's Report~~
 - Budget Schedule, FY 2019-20
 - c. Public Works Report
 - d. Island Sheriffs' Patrol Report
6. Requests for Approval
 - ~~Winthrop Tree Service (Camp Rd. from West Madison to Hale St.)~~
 - ~~Traffic Calming Plan on Jordan Street~~
 - ~~Greenhill Drainage – Critical Area Proposal~~
 - Tidal Gate Valves for Outfalls in Whitehouse Plantation and Clearview
8. Committee Reports
 - Land Use Committee
 - Environment and Beautification Committee
 - Children's Commission
 - Public Safety Committee
 - History Commission
 - Rethink Folly Road Committee Report
 - Drainage Committee
9. Proclamations and Resolutions
 - ~~Resolution #2018-12: A Resolution Regarding the Camp Road Library on James Island~~
10. Ordinances up for Second/Final Reading:
 - ~~Ordinance #2018-16: An Ordinance Pertaining to Environmentally Acceptable Packaging and Products~~
11. Ordinances up for First Reading:

12. New Business

13. Executive Session: The Town Council may/will enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina (Council may take action on matters discussed in executive session)

14. Return to Regular Session:

15. Adjournment:

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. in Council Chambers, 1122 Dills Bluff Road, James Island, SC on Thursday, December 20, 2018. The following members of Council were present: Leonard Blank, Mayor Pro-Tem, Garrett Milliken, Joshua P. Stokes, Darren “Troy” Mullinax, and Mayor Bill Woolsey, presided. Also, Ashley Kellahan, Town Administrator, Bonum S. Wilson, Town Attorney, Merrell Roe, Finance Director, Douglas Sparling, Facilities Maintenance Technician, Deputy Herman Martin, Island Sheriff’s Patrol, and Frances Simmons, Town Clerk. A quorum was present to conduct business.

Opening Exercises: Mayor Woolsey called the meeting to order and led Council in prayer, followed by the Pledge of Allegiance. FOIA: This meeting was published and posted in accordance with the Freedom of Information Act and the requirements of the Town of James Island.

Mayor Woolsey requested and it was granted to move the presentation for the Dills Bluff Sidewalk, Phase 3, Project, from Seaside Lane to Condon Drive up on the agenda.

Council heard a presentation from Herb Gilliam, JLA, Inc. on the proposed preliminary layout for the next section of sidewalk along Dills Bluff Road beginning at Seaside Lane and terminating at Condon Drive. The sidewalk will be entirely paved with a 5’ wide asphalt path, which will necessitate a retaining wall along each of the two-wetland areas.

Councilman Milliken asked if there are plans to put protections between the curbed part and the retaining wall sidewalk area and expressed concern about the curb in the road in that location. Mr. Gilliam explained that this area is the SCDOT but they could approach them about planting some palm trees that may provide separation. He said this would be a DOT call because it is in their right-of-way.

Public Comments: The following persons addressed Town Council regarding agenda item Ordinance #2018-16 pertaining to environmentally accepted packaging and products scheduled for first reading tonight. Thirty-three (33) persons spoke in favor of Town Council passing the Ordinance.

- Olivia Bueno, 19 Brockman Dr.
- Jo Norris, 1227 Oakcrest Dr.
- Paula Byers, 856 Montgomery
- Sawyer Spurling, Tara, Shane, 957 Travers Dr.
- Sharleen Johnson, 1181 Oakcrest Dr.
- Dan Greenberg, 1181 Oakcrest Dr.
- Andrea Margiotta, 923 Dills Bluff Rd.
- Adelaide Niores, 919 Dills Bluff Rd.
- Melinda Ryan, 1223 Lakefront Dr.
- Meredith Poston, 1438 Kemper Ave.
- Liam Becker, 19 Brockway Dr.
- Jim Denosky, 972 White Point
- Kelly Thorralson, SC Aquarium
- Tara Nouit, 1116 Darwin St.
- Jim Bregman, 2170 Wappoo Hall Rd.
- Kate Dittloff, 1543 Ocean Neighbors Blvd.
- Eileen Dougherty 1650 Bryce Rd.
- Carol Jackson, 1461 Patterson Ave. and (commented on support for signage, library, resolution for alternate #3 for Central Park/Riverland Dr. intersection improvements, City passage of the ordinance to adjust boundary line for JIPSD fire station)
- Stewart Weinberg, 103 Howard Mary Dr.

Alan Laughlin, 847 Darwin St. and (commented on City passage of the boundary line adjustments for PSD Fire Station)
Caroline Bradner, 327 E. Bay
Ernest Byers, 922 Ocean Neighbors Rd.
Amber Allen, 1441 Downwood Pl.
Lisa Colabello, 1630-2 Meeting St.
David Quick, 1502 Village Sq.
Andrew Wunderley, 802 Robert E. Lee Blvd.
Ryan Cockrell, 932 Ashley Ave.
Kaitlyn Hackathorn, 1234 Parkway Dr.
Scott Peebles 836 Condon Dr.
Edward Greene, 1115 Seaside Drive and (expressed appreciation for the Town sidewalk on Seaside Lane)
Beverly O'Brien, 642 Highwood Cir. (submitted a letter in support)

Consent Agenda:

- a. Minutes: November 15, 2018 Regular Town Council Meeting:
- b. 2019 Town Holiday and Meeting Schedule: Motion to approve was made by Councilman Stokes, seconded by Council Milliken and passed unanimously.

Information Reports:

- a. Finance Report: Finance Director, Merrell Roe, reviewed highlights from the Finance Report and it was accepted as information.
- b. Administrator's Report: Town Administrator, Ashley Kellahan presented the Administrator and Public Works Reports. Both were accepted as information. Councilman Milliken asked if there is a plan to continue to Illumination on Crime meetings. Mrs. Kellahan said she was unsure if another meeting was scheduled and would find that out.
- c. Island Sheriff's Patrol Report: Deputy Herman Martin presented the monthly Island Sheriff's Patrol and Crime Statistics Reports for Sergeant James. Both reports were accepted as information. Deputy Martin added that the Dining with Deputies event held on the 19th at Chick-Fill-A was successful. Deputy Martin added that two stolen vehicles were picked up on the ALTR cameras on Folly Road at the Wal-Mart.

Requests for Approval:

Dills Bluff Sidewalk, Phase 3, Seaside Lane to Condon Dr., JLA Group: Council had no further questions for Mr. Gilliam. Motion in favor was made by Councilman Blank, seconded by Councilman Stokes and passed unanimously.

SCE&G Street Lighting along Camp and Dills Bluff Road: Mrs. Kellahan said this item was in last year's budget. The proposal is for twenty-four (24) Watt LED Shepherd Fixtures on 15' Shepherd Poles and upgrade existing overhead fixtures to metal halide "white" light. Conduit installation will be done by SCE&G via boring and permitted through SCDOT to meet standard lighting procedures. Mrs. Kellahan said it is important to note that the Town's franchise fee, (a non-standard service fund), is funding this and the Town could use it to match monies, i.e., towards infrastructure underground. She said as of July 1, we would lose the funds if it were not used before then. Motion in favor was made by Councilman Stokes, seconded by Councilman Blank. Councilman Stokes asked if there is a plan where the 24 lights would be located. Mrs. Kellahan said it would begin at the Library, the Housing Authority, down Camp to the intersection of Ft. Johnson and on Dills Bluff (where the new boardwalk is planned) to the end of Dills Bluff at Fort Johnson. Councilman Milliken referred the boardwalk and said he is concerned about the light being near the marsh. He asked if there is mitigation to prevent the light from going into the marsh. Mrs. Kellahan said this is something she discussed with JLA. She said the type of lighting would go to the bottom of the boardwalk to prevent light pollution to nearby residents but it would provide enough light for people

walking to see. Councilman Milliken asked if the light would be motioned censored. Mrs. Kellahan said she was unsure and would look into it. Councilman Blank asked to see if there could be electrical hookups for Christmas decorations and Mrs. Kellahan said the fixtures could have attachments for decorations and banners to be placed on them. Motion passed unanimously.

Dock Street Park Signage: Mrs. Kellahan said this item was also in last year's budget. She said these are consolidated signs and the rules and regulations for the park would be updated. Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax. Councilman Milliken said that he is happy this is being done. Motion passed unanimously.

Fort Johnson and Santee Drainage Improvements: Mrs. Kellahan said Stantec Engineers is looking at the drainage issues at Ft. Johnson and Folly. She noted there have been back and forth communication with the SCDOT about these issues for some time and a conceptual plan would show the DOT what the problems are and how it could be improved. There has also been back and forth communication about the drainage on Santee Street. Mrs. Kellahan said a ditch need to be constructed on Santee; however, the DOT will not construct ditches in the right-of-way where none ever existed. She said a conceptual plan is needed to see how this area could be improved. Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax and passed unanimously.

Committee Reports:

Land Use Committee: Councilman Blank reported that the Board of Zoning Appeals (BZA) approved at its December 18 meeting, a variance request for the reduction of the required 20' right-of-way buffet to 5' for the placement of a leasable retail center in the Community Commercial District at 1233 Camp Road. The tenants have not been identified yet.

Environment and Beautification Committee: Councilman Milliken reported on the Arbor Day celebration at Camp Road Middle. Two trees were planted on the front lawn with student participation; tree poems were read, the band played, and a reception was hosted after the event. Councilman Milliken thanked Stan Kozokowski and Inez Brown-Crouch for helping with the event as well as Town staff. A tree was moved from the Town Hall to James Island Charter High and it was planted by the JI ROTC. A Red Cedar tree was planted in place of the tree that was moved. Councilman Milliken thanked Public Works staff: Douglas, Zan and Mark for helping with traffic control at the High School. Four trees were planted on Arbor Day.

Councilman Milliken announced that there is still time to submit nominations for the James Island Community Hero Awards. Nominations are open until January 16 and awards will be presented at the February Town Council meeting. Nomination forms can be found on the Town's website www.jamesislandsc.us by searching community hero. The Community Hero allows the Town to acknowledge and thank volunteers who have given significant time, talent, and energy to our community over the course of at least one-year. Candidates should demonstrate volunteer activity in the area of leadership, community service, and mobilizing the generations by contributing to youths and adults working together in partnership in the community. The 2018 Community Hero Award runs from January 1 to December 31.

The Adopt-A-Highway litter pickup is scheduled for Saturday, February 2 at 9:00 a.m. meet at the Town Hall. Lunch provided after the pickup.

Greenbelt Report: Mrs. Kellahan announced that the Greenbelt application is open and is due by February 28. A survey was put together for input from the public. Mrs. Kellahan asked Council to forward additions or changes to her. Councilman Milliken asked if the public could be made aware that the survey is available and Mrs. Kellahan said yes. Mayor Woolsey said we would like to put an application in February, but that is a short time. He said the survey states that \$276,620 is available, though we anticipate \$86,000 a year.

Councilman Milliken said it seems that we are under a compressed time to do anything in February with respect to making a specific request. He asked if we could identify potential properties and then move forward at a slower rate. Mayor Woolsey responded that presumably in February 2020 we would put in another application and should have around \$350,000. Councilman Milliken agreed that is a more realistic timeframe.

Children's Commission: Councilman Stokes announced that the Children's Commission did not meet in December but they had a successful and well-attended Tree Lighting Ceremony at the Town Hall on November 29. Councilman Stokes said the two events held at the Town Hall (Lights On, & Tree Lighting) had between 400-450 people. He thanked the staff for helping to make these events successful. A special note of thanks was given to Merrell Roe for her work on both events.

Public Safety Committee: Councilman Mullinax announced that the next meeting would be held on Thursday, January 24 at 7:00 p.m. Councilman Mullinax presented two nominations for membership to the Neighborhood Council. The first is a neighborhood transfer. Motion to transfer Meredith Poston from Centerville to represent Bayfront was made by Councilman Mullinax, seconded by Councilman Milliken and passed unanimously. A motion to nominate Deborah O'Shea to represent Centerville was made by Councilman Mullinax, seconded by Councilman Blank and passed unanimously.

Recognition of Neighborhood Council Representative: Councilman Mullinax and Mayor Woolsey recognized Henrietta Martin and presented her with a plaque for long-time service and dedication to the Neighborhood Council and to the Honey Hill community that she represents.

History Commission: Mayor Woolsey announced that the Town participated in the Victory Day Celebration on Sunday, December 16 and thanked History Commission Chair, Paul Hedden, for helping to put this event together. The History Commission continues its work on the History brochure.

Rethink Folly Road Committee Report: Mayor Woolsey announced that the committee approved a proposal for a firm to manage the program. This will be discussed at the January 23 meeting. Approval was given to move forward with a plan to build an 8' sidewalk along Folly Road (from Ellis Creek to the entrance to the Queensborough neighborhood).

Drainage Committee: Councilman Stokes announced that the first quarterly meeting of the Drainage Committee would be on Wednesday, January 9 at 3 p.m. following the Stormwater Managers meeting.

Proclamations and Resolutions:

Resolution #2018-11: Island Sheriffs' Patrol, Deputy of the Third Quarter, Deputy Michael Costanzo: Mayor Woolsey recognized Deputy Michael Costanzo, Island Sheriffs' Patrol Officer of the third quarter. Deputy Costanzo was selected for this recognition by his peers and for his service patrolling the island. Mayor Woolsey read Resolution #2018-11 and it was approved upon a motion by Councilman Stokes and seconded by Councilman Milliken. Deputy Costanzo received a Town pin, certificate of appreciation, and \$50.00.

Resolution #2018-12: A Resolution Regarding the Camp Road Library on James Island: Councilman Mullinax requested to defer this item to the January meeting to revise text and add input that he received. This request was approved without objection.

Resolution #2018-13: In Support of Central Park and Riverland Drive Intersection Improvements, Alternative #3: Motion in favor was made by Councilman Milliken, seconded by Councilman Stokes. Councilman Blank said that around Thanksgiving he became involved in this project by walking the property and talking with some of the teachers at the school. In looking at the proposal, he said about 70%

of the people voted for alternative #3. He said alternative #3 saves more grand trees, it is a safer walk, and it seems to be what the people want. Motion passed unanimously.

Ordinances up for Second/Final Reading:

Ordinance #2018-13: An Ordinance to Adjust the Boundary between the City of Charleston and the Town of James Island: Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken and passed unanimously.

Ordinance #2018-14: An Ordinance for Proposed Change to Special Events: Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken. Mrs. Kellahan noted that the amendment made by Council in November with the clause *or events that requires road closures or restricts traffic* was left off the version in Council's packet and it would be added to the original ordinance. Motion passed unanimously.

Ordinance #2015: An Ordinance to Amend Chapter 51: Stormwater Management: Motion in favor was made by Councilman Stokes, seconded by Councilman Blank and passed unanimously.

Ordinances up for First Reading:

Ordinance #2018-16: An Ordinance Pertaining to Environmentally Acceptable Packaging and Products: Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken. Councilman Stokes thanked everyone for coming out and speaking. He said it is wonderful to have public input and it would be good to see the public at meetings when other topics are discussed. He said it is even more heart-warming to see the little kids speak about the same things. He said the four kids that came up together has started an ocean activist group with their peers and they are doing things with their parents to organize their own beach cleanings; and it is wonderful to have that kind of involvement and participation. Mayor Woolsey said the Town reached out to its businesses and did not receive any negative comments; most were supportive. Motion passed unanimously.

New Business: None

Executive Session: Not needed

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:25 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

COMMUNITY SERVICES

Repair Care Program	-	-	7,000					7,000	30,000
Teen Cert Program									500
Business Development Council									500
History Commission				1,000				1,000	4,240
Neighborhood Council	293	475				201		969	1,500
James Island Arts	3,200								3,500
Children's Commission			741	1,335		390		2,466	1,500
Community Service Contributions	-	-			20,000			20,000	20,000
					21,335	591		31,436	61,740
									51%

CAPITAL PROJECTS

Quail Drive Sidewalk								\$ -	\$ 64,260
Camp Rd Sidewalk, Phase III (Folly to Riverland)								-	
Dills Bluff Sidewalk, Design through Phase III			2,500	4,622				7,122	23,875
Lighthouse Point Blvd Sidewalk and Drainage Phase I								-	110,000
Green Hill/ Honey Hill Drainage								-	115,000
Grimsley Drive			35,080					35,080	
Tallwood Drainage	525					1,169		1,694	61,800
Oceanview-Stonepost Drainage				2,300	4,650			6,950	45,600
Rembert Road Paving								-	45,000
Regatta Road Sidewalk									5,000
Seaside Lane Sidewalk Design		204,128						204,128	210,000
Quail Run Drainage Improvements									90,469
Island-Wide Drainage Study									12,500
Pinckney Park Phase I-IV	120		2,005	11,991				14,116	344,025
	645	204,128	39,585	2,300	21,263	1,169		269,089	1,127,529
Transfer In from Hospitality Tax									
Transfer In from General Fund								-	692,160
									24%

LOCAL OPTION SALES TAX ROLLBACK FUND

LOST Rollback			98,323	90,711	86,801	168,031		443,866	975,000
LOST Rollback - Interest Income			729	244	241			1,214	3,000
								445,079	978,000

LEASE PURCHASE REVENUE BOND - TOWN HALL

Lease Purchase Bond Revenue			239,021	274,901		275,834		789,756	975,000
								-	-
Town Hall Expenses	12,447	165,473	920	33,896	(31,520)	131,591		312,806	312,806

HOSPITALITY TAX

Hospitality Tax Revenue		50,515	39,783	34,193	45,430	169,921	500,000
The Town Market	11,650		794	717	1,360	14,520	27,900
Guide to Historic James Island		3,405				3,405	25,000
Economic Development						-	30,000
Events			2,000			2,000	
Santee Street Public Parking Lot	12,600					12,600	40,800
Folly Road Beautification						-	25,000
Camp/Folly Civic Space						-	228,442
Camp/folly Landscaping							40,000
Camp/Folly Bus Shelter			30,850			30,850	39,850
Lighting Camp/Dills Bluff							83,504
Rethink Folly Phase I-III, Staff Cost-Sharing							20,000
Pinckney Park Pavillion						-	114,675
Total Hospitality Expense						(63,372)	

TREE MITIGATION FUND

Tree Mitigation revenue			135			2,042	7,000
Tree Mitigation expense						-	7,000
	-	-	-	135	-	-	2,042

JAMES ISLAND PRIDE

James Island Pride revenue/donations			20			520	-
Jsmes Island Pride expense	-	-	31	474	590	1,282	3,500
						-	
Helping Hands Donations						1,243	
Helping Hands Expense	91					91	-

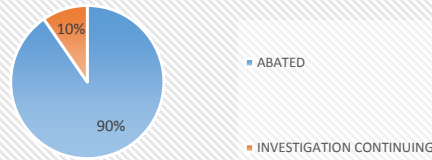
ADMINISTRATOR'S REPORT

Dec-18

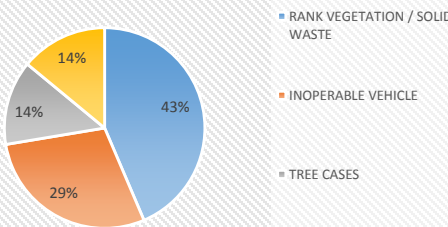
ADMIN NOTES

- a. On-going employee training: Had an on-site safety review of Town Hall and security training with CCSD - Town employees also completed online training for social media use
- b. Dills Bluff boardwalk OCRM permit received and bidding is underway - bid opening is Feb. 7th
- c. **Budget Schedule for FY 2019/2020 attached**
- d. Repair Care projects on Pauline and Monticello completed, with one underway on Williams Rd
- e. Town conducted an online survey for input on how to spend Greenbelt funds
- f. FEMA Hazard Mitigation Grant & 2019 PARD grant submitted - TST funding allocation not yet available

Code Enforcement - Case Status



Code Enforcement - Case Type



PUBLIC WORKS NOTES

- 1) 1 new request for service in December, not drainage related and Town Staff have responded to the request.
- 2) Fort Johnson at Lighthouse Blvd.: Charleston County Transportation Development has the Reveer Group finalizing construction plans to submit for permitting.
- 3) Honey Hill Drainage: Easement acquisition process continues.
- 4) The Seaside Lane Sidewalk project had its ribbon cutting.
- 5) The James Island Comprehensive Drainage Plan group: Thomas and Hutton engineers working on project with first progress meeting scheduled for January.
- 6) Staff worked with Charleston County Public Works to begin to up-fit outfall pipes with backflow devices. First outfalls to be addressed early 2019.
- 7) Staff began to clear blocked culverts and ditches with in-house resources during rain events. This reduced upstream flooding and improved stormwater flow through neighborhood systems.
- 8) Town Staff replaced 7 STOP signs that were damaged/faded or otherwise illegible. Staff cleaned an additional 20 traffic signs to extend their service life. Staff also cleared vegetation from ROW and from around signs at 48 locations. 9 potholes were repaired using 8 bags of material.

TOTAL Business Licenses 6

*28 of those processed at Town hall

Code Enforcement Cases

TOTAL CASES	427
ABATED	386
INVESTIGATION CONTINUING	41
RANK VEGETATION / SOLID WASTE	112
INOPERABLE VEHICLE	74
TREE CASES	35
NUISANCE PROPERTY	36

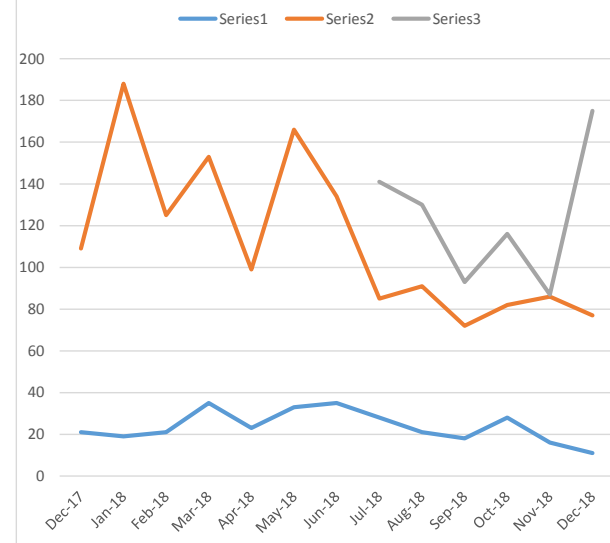
* 3 new cases opened in December

Building Permits & Inspections

	Permits	Inspections
	77	175
Building	10	86
Electrical	6	17
Plumbing	5	31
Mechanical	6	15
Gas		22
Pool	3	
Roofing	8	
Fire System	2	4
Sign		
Trades	37	
Previous Month	86	116

PERMIT TYPE	Dec-18
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	1
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	1
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	1
REZONING	
SPR	
SIGN PERMIT	
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	
TEMPORARY ZONING	3
TREE REMOVAL	3
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	2
TOTAL	11

PERMITS - 13 MONTH HISTORY



TOWN OF JAMES ISLAND
BUDGET SCHEDULE FOR FY 2019-20

<u>Action</u>	<u>Date of Action</u>
Budget Request Forms Distributed to Staff	Monday, January 14 th
Forms Completed and Returned to Administrator	Friday, February 1 st
Budget Workshop	Thursday, March 7 th @ 6
Draft Budget Presented to Council	Thursday, March 21 st
Notice to Newspaper on Budget Hearing	Friday, March 29 th
Notice is Published	Tuesday, April 2 nd
Budget Hearing (Introduction and First Reading)	Thursday, April 18 th
Adoption of Budget (Final Reading)	Thursday, May 16 th

Note: All dates are subject to change

Winthrop Tree Service

Proposal

2417 Savannah Highway
Charleston SC 29414

Proposal Date: 12/13/2018

Name and Address

Mark A Johnson/Town of James Island
843-795-4141
mjohnson@jamesislandsc.us
1238-B Camp rd.
James Island, SC 29412

Estimate by
GW

Item	Description	Total
General ...	<p>Camp Road; (FROM WEST MADISON TO HALE ST)</p> <p>(GTW) General Tree Work to include removal of lower vines to 30'FT, bramble & understory weed trees 3-4"DBH. In addition features/mature Live Oaks (along street) to be pruned of hazardous deadwood over walking area/sidewalk area & vines removed to approximate. 30'FT as reviewed</p> <p>In addition, One Fourteen (14) inch severely leaning Water Oak towards Camp Rd. to be removed & chipped</p> <p>All wood & debris to be removed & disposed of area to be left tidy... All work \$6972.00</p>	6,972.00
Total		\$6,972.00

PLEASE CALL GREN WINTHROP @ 843-870-9070 WITH ANY QUESTIONS



Town of James Island

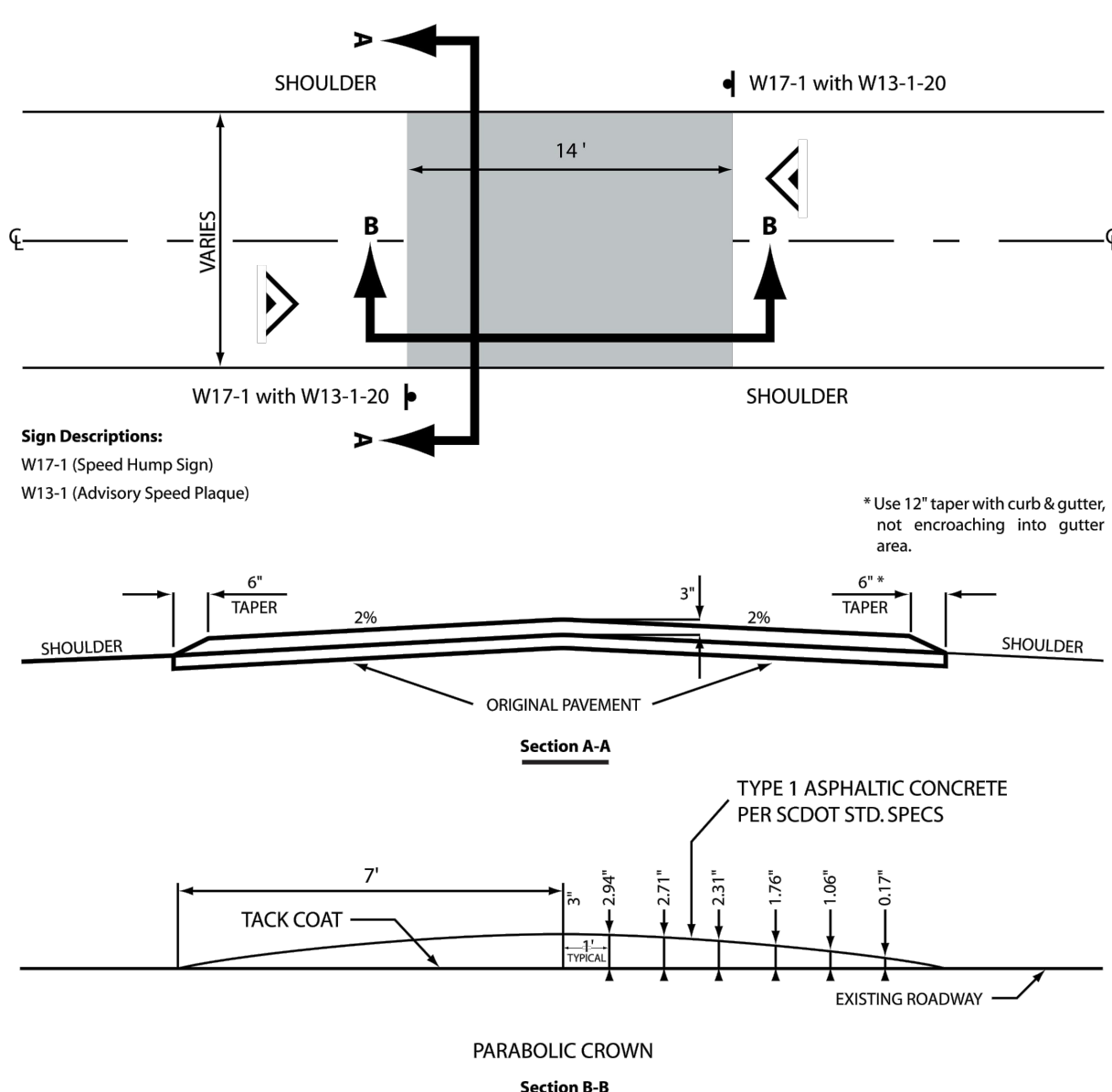
Memo

To: Mayor and Town Council
From: Ashley Kellahan, TA
Date: January 11, 2019
Re: Jordan St. Traffic Calming

During a public hearing for a rezoning request on Jordan St. held in May of 2018, many residents from the Bay Front neighborhood spoke out regarding traffic concerns along Jordan St. The Town conducted an in-house traffic study and it was apparent from the data there was a speeding problem along this street. The Town engaged JLA, Inc. in October of 2018 to prepare and submit plans to SCDOT. On Thursday, Nov. 27, 2018, the Town held a Community Meeting that was advertised through normal avenues with the addition of localized signage and use of the NextDoor App. The meeting was well-attended with 18 residents participating. JLA presented three options. The first option was placing 3 speed humps, one centered in each block. Option 2 was creating All-Way stops at Kemper and Brookbank, and Option 3 was a combination of all three. The majority of residents attending preferred Option 3 while 2 residents preferred Option 1 without the All-Way Stops. There were several comments regarding a lack of traffic calming measures on the stretch of Jordan St between and Hunley and Patterson, and so JLA revised the plans to include a speed hump and All-Way Stop along this block as well.

If Council approves the Traffic Calming plan prepared by JLA, Inc., then the Town would move forward with submitting the encroachment permits to SCDOT.

Construction Detail
Not to Scale



Sign Descriptions:
W17-1 (Speed Hump Sign)
W13-1 (Advisory Speed Plaque)

* Use 12" taper with curb & gutter, not encroaching into gutter area.

Note:
1. Materials must be approved by Resident Maintenance Engineer.
2. Decorative streetprint textured asphalt paving shall be used in accordance with SCDOT standards, and cover full length and width of speed hump. Pattern and color to be approved by the town.

PARABOLIC SPEED HUMP
For use on roadways with ADTs ≤ 2,000

SCDOT Traffic Calming Guidelines Page 15 of 35



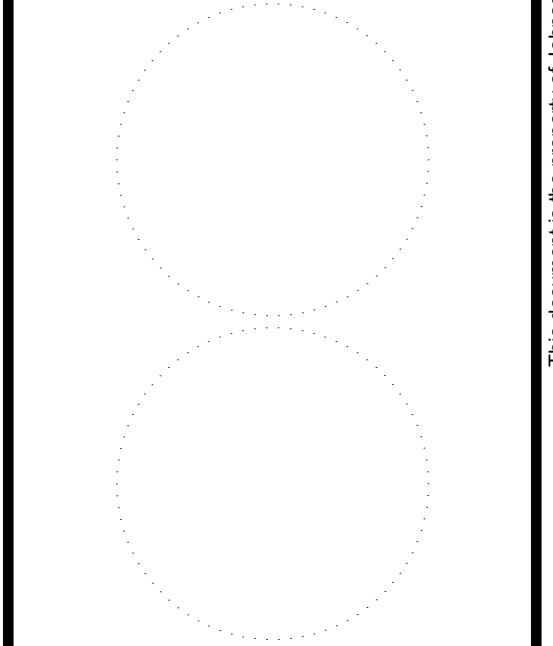
NEW ALL-WAY STOP
 EXISTING STOP

FOR TRAFFIC CONTROL PLAN, REFERENCE SCDOT STANDARD DRAWING #610-010-00 - LANE CLOSURE DAYTIME URBAN LOW SPEED \leq 35 MPH

CLIENT: THE TOWN OF JAMES ISLAND
JAMES ISLAND, SC

PROJECT NAME: JORDAN STREET TRAFFIC CALMING PLAN

PROJECT LOCATION: JORDAN STREET - HIGHLAND AVE TO PATTERSON AVE



REV	DATE	BY	DESCRIPTION
A	10/23/2018	ELW	TRAFFIC CALMING-SPEED HUMPS

PROJECT NO. 3082.1601 - JORDAN
DRAWN BY: ELW
CHECKED BY: HWG
DATE: 10/23/2018

SHEET TITLE: OVERALL SITE PLAN

SCALE: NOT TO SCALE

DRAWING NO. 1 of 1
REV. A

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Town of James Island Neighborhood Traffic Study

Jordan St. (7/6 through 7/16, 2018)

The Town of James Island Public Works Department conducted a study on Jordan St., a road under the ownership and maintenance of the SCDOT, in order to determine if traffic-calming measures are warranted and to possibly recommend which methods would be most effective. A tube counter (TrafficViewer Pro) was placed on Jordan for a period of 11 days, from the 6th until the 16th of July, 2018. The volume, speed, and direction of traffic were recorded.

Jordan St. is a very straight road. It is approx. 22 feet wide and 0.38 miles long, and is entirely residential. Jordan has mostly open ditched drainage, but on its northern end has some swale drainage structures. Jordan runs northbound from its southernmost end at Highland Ave., having intersections with Kemper, Brookbank, Patterson, and Inland Avenues, until eventually terminating at Hunley Ave. to the north. The posted speed limit is 25 mph.

The location of the tube counter was as follows: approx. 1/3 of the way northbound (1/10 mile) from the southernmost end of Jordan, past Kemper Ave. (right), but before Brookbank Ave (right). The counter was placed adjacently to a utility pole in the side yard of 1559 Brookbank, so that it could be securely locked.

The 11-day count was 10886 vehicles resulting in an average daily volume of 989.64 vehicles. The highest recorded speeds were of 11 vehicles traveling at 55-64 mph, as well as another 160 vehicles traveling at 40-54 mph. An additional 414 cars were traveling from 35-39 mph. Note that this results in 585 vehicles, an average of 53.2 vehicles per day, moving faster than 10 mph above the posted speed limit.

The total average speed and 85th percentile were 25.07 mph and 31.37 mph, respectively. The daily volumes were consistent throughout the week, as well as the 85th percentiles and mean speeds. The average speed for each day was 24.9, 24.2, 24.5, 25.3, 25.0, 25.5, 25.2, 25.6, 26.3, 25.4, and 23.9 mph, respectively. The 85th percentile for each day was 30.2, 30.2, 29.8, 31.3, 30.5, 31.3, 31.7, 33.1, 33.6, 32.7, and 30.7 mph, respectively.

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

SCDOT Eligibility Criteria:

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

Public Works Department
Town of James Island

Traffic Study

Average Daily Volume = 990 Vehicles

11 vehicles 55-64 mph

160 vehicles 40-54 mph

414 vehicles 35-39 mph

53.2 Vehicles per Day more than 10mph over Speed Limit

Classification

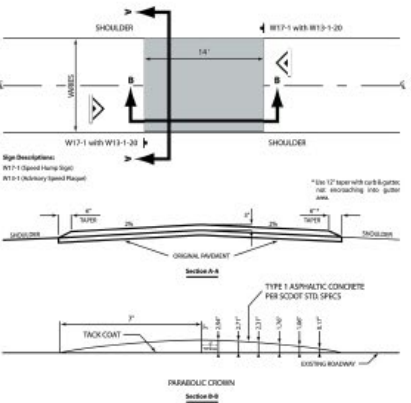
Less than 4000 Vehicles per Day

No main Industrial Entrances

Qualifies for Traffic Calming as a Residential Road

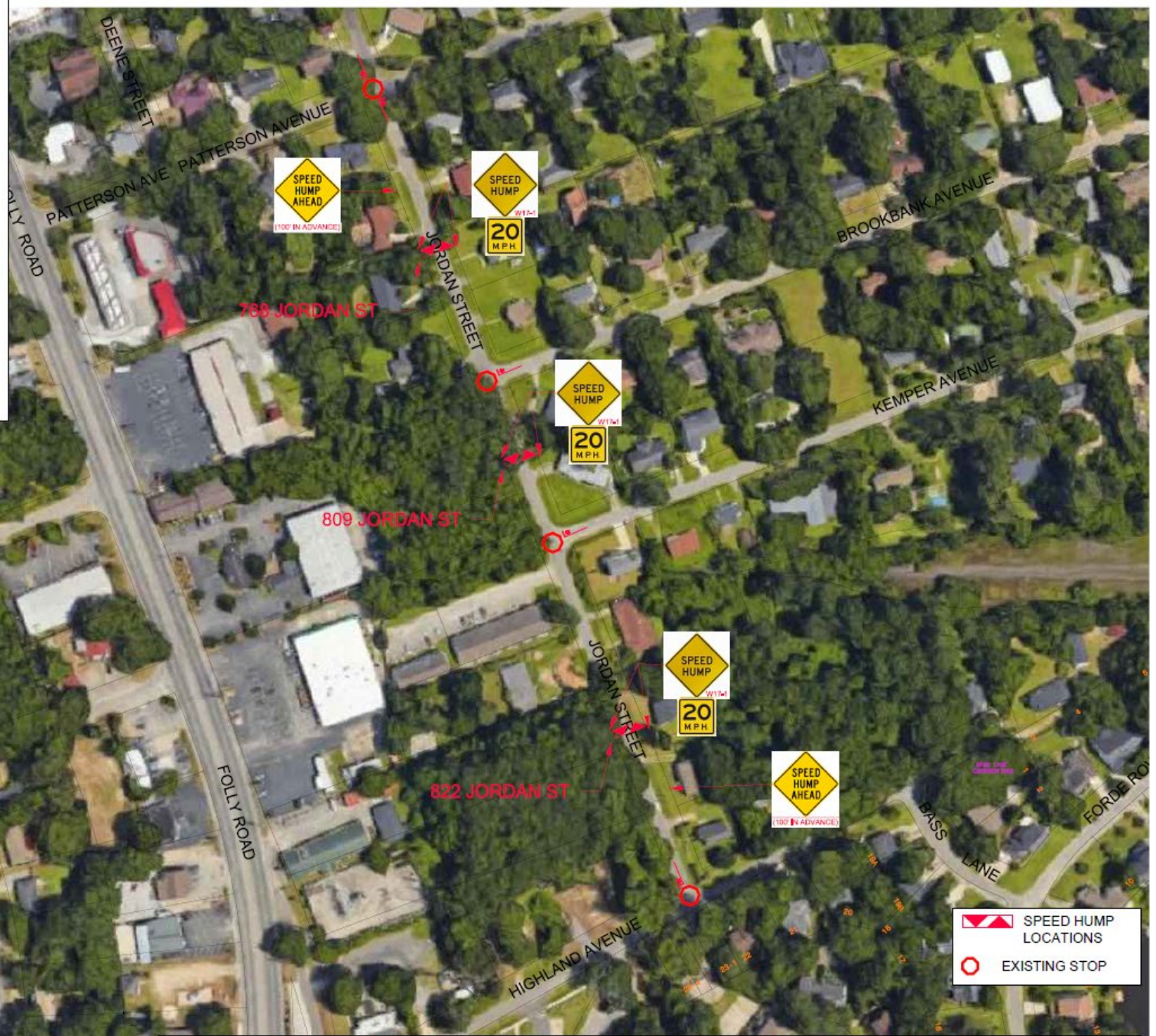
Construction Detail

Not to Scale



- Note:
- 1. Materials must be approved by Resident Maintenance Engineer.
 - 2. Decorative streetlight textured asphalt paving shall be used in accordance with SCDOT standards, and cover full length and width of speed hump. Pattern and color to be approved by the town.

PARABOLIC SPEED HUMP
For use on roadways with ADTS $\le 2,000$
SCDOT Traffic Control Guidelines Page 13 of 35



FOR TRAFFIC CONTROL PLAN, REFERENCE SCDOT STANDARD DRAWING #610-010-00 - LANE CLOSURE DAYTIME URBAN LOW SPEED ≤ 35 MPH

Option 1

Add speed humps

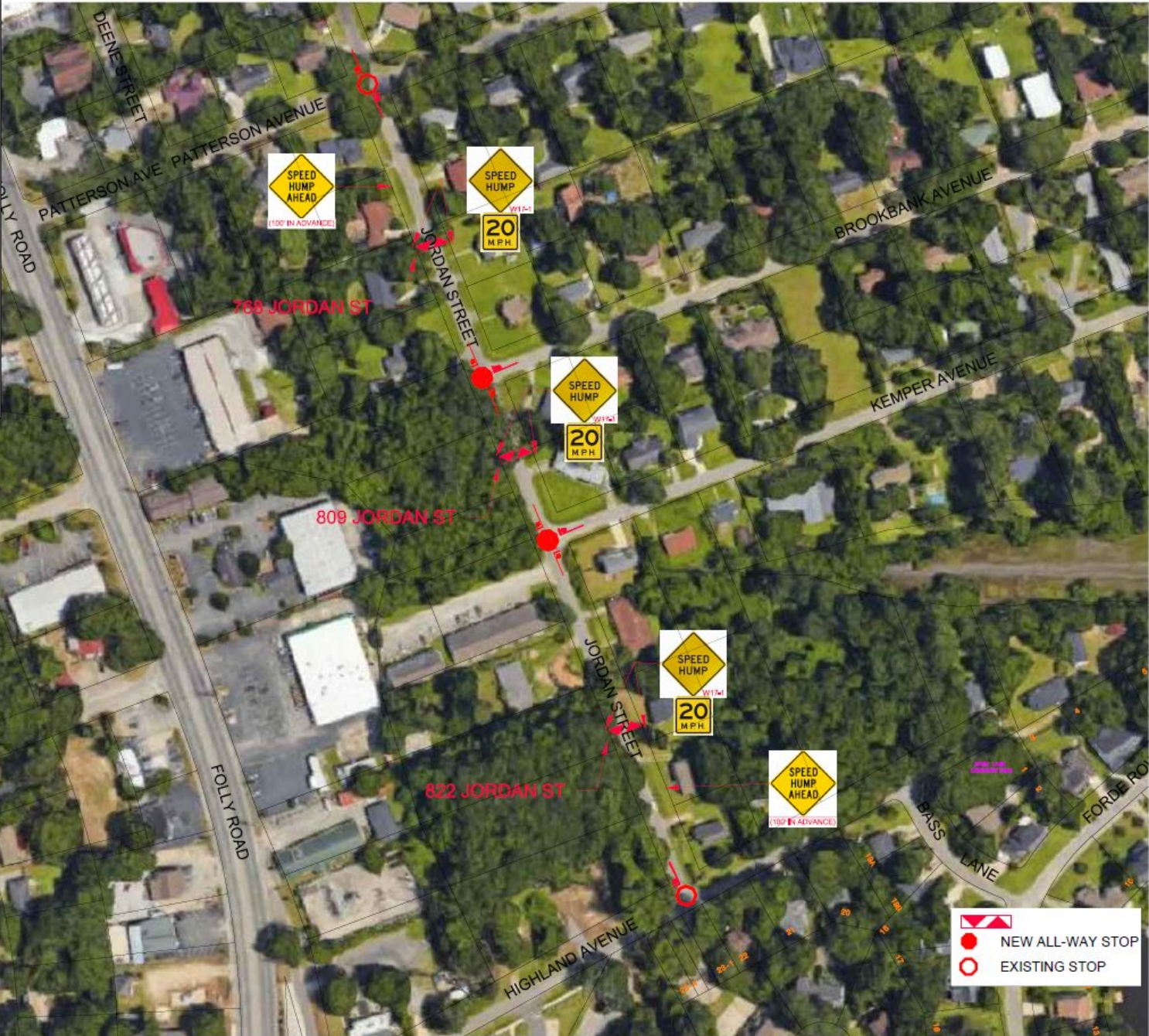
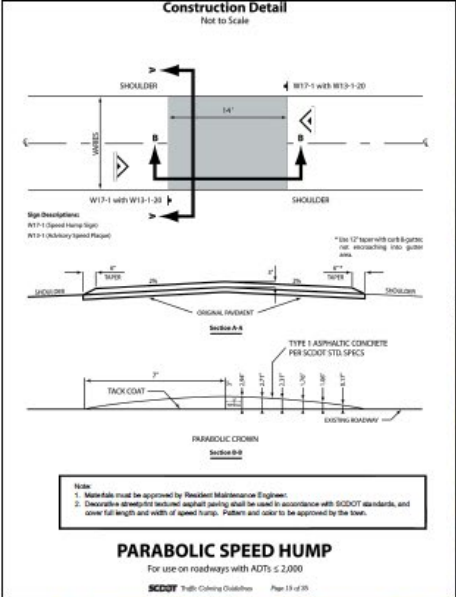
One centered on each block



Option 2

Create “All Way Stops” at
Kemper Avenue and
Brookbank Avenue

Existing Stops remain at
Highland Avenue and
Patterson Avenue



FOR TRAFFIC CONTROL PLAN, REFERENCE SCDOT STANDARD DRAWING #610-010-00 - LANE CLOSURE DAYTIME URBAN LOW SPEED ≤ 35 MPH

Option 3

All Way Stops and Speed Humps

Combination of options 1 and 2



16 October 2018

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

Dear Ashley,

Reference: Greenhill Community Critical Area Proposal

Stantec Consulting Services Inc. (Stantec) is pleased to submit this additional services proposal to the Town of James Island (Client) to provide a delineation of the critical area and permitting for impacts at the drainage crossing of Dills Bluff Road just south of Williams Road. This is based on the analysis of the Greenhill Community drainage, that we presented to the Town on July 9, 2018, where we recommended an additional 36" pipe which would slightly impact the critical area. Impacts to the critical area in the original proposal were assumed not to be necessary and therefore were not included.

SCOPE OF SERVICES

Task 1 – Critical Area Delineation (Critical Line Request)

Stantec will delineate the critical area along the project corridor of this proposed drainage project between Dills Bluff Road and Ment Court in James Island, South Carolina. This study area is approximately 1 acre in size and this task shall include the following:

1. Using GIS data, environmental staff will assemble and review application and available information (i.e., aerial photographs, soil classifications and soil survey maps, USGS topographic maps, National Wetland Inventory (NWI) maps, vegetation type, etc.)
2. A field delineation shall be performed in accordance with the "1987 USACE Wetland Delineation manual" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2.0" (November 2010).
3. Critical area boundaries shall be flagged at sufficient intervals to accurately map the boundaries on a plat for submittal to SCDHEC-OCRM. The flags will be surveyed for recording on a plat by a South Carolina Professional Licensed Surveyor (Task 2).
4. GPS points of each flag will be recorded using a handheld GPS capable of horizontal sub-meter accuracy. No vertical elevation data will be recorded.

16 October 2018

Ashley Kellahan

Page 2 of 4

Reference: Greenhill Community Critical Area Proposal

Critical Line Request

After field work is completed and if critical areas are identified, Stantec will prepare a Critical Line Request package. This package will include:

- Cover letter
- Site maps (NWI, USGS topographic maps and aerial photographs)
- Critical Line Request form
- Other suitable supporting information for submittal to the SCDHEC-OCRM for verification of the flagged wetland boundaries.
- Critical Area Plat signed by a SC PLS (Task 2)

If requested by the SCDHEC-OCRM Project Manager, Stantec personnel will accompany the SCDHEC-OCRM project manager on a site visit once the field delineation is complete and the Critical Line Request package has been submitted. Stantec will direct the surveyor to make any changes necessary at the request of the Project Manager prior to the final approval of the OCRM Plat.

Task 2 – Critical Area Plat

Stantec will use Cornestone as our subconsultant for the critical area plat. The project mapping will be drawn and scaled to ground in the vicinity of SCSPC and will be tied horizontally to the South Carolina State Plane Coordinate system (SCSPC, Zone 3900, NAD 83, 2011 Adjustment, iFt.). The survey will conform to the applicable parts of the 'Standards of Practice Manual for Surveying in South Carolina', Chapter 49 (Article 4), Regulations 400-490, effective June 26, 2009, governing surveys for a "specific stated purpose" – Sections 49-420 F. and 49-430 C. (23) 'Wetlands Survey'. It is required by both the State survey standards and OCRM mapping requirements to survey enough of the parcel boundaries adjacent to or crossed over by the delineated critical area to be able to tie the flagged critical line to those boundaries and/or public road rights-of-way. The survey will require both Charleston County Register of Deeds (ROD) research for record deeds and plats and field 'recon and recovery' of parcel boundary corners.

Task 3 – Critical Area Permit

Critical Area is anticipated to be identified and impacted in the project study area. Stantec will prepare and submit a Critical Area permit package to SCDHEC-OCRM on behalf of the Town of James Island. This scope assumes that a Critical Area Permit would be required for activities within tidal marsh. The permitting process includes the following components:

1. Stantec will prepare an application according to the latest guidance promulgated by the SCDHEC Office of Ocean and Coastal Resource Management (DHEC-OCRM). We will also furnish supplemental information in support of the application (e.g., critical line verification, plat stamped by professional land surveyor showing approved OCRM critical line, clarification, additional information or responses to comments, etc.). We will communicate with the agencies in order to seek timely approval of the permit and for preparing the appropriate responses to the comments received as a result of the public notice.

16 October 2018

Ashley Kellahan

Page 3 of 4

Reference: Greenhill Community Critical Area Proposal

2. Stantec will send the completed draft permit package to the Town of James Island for review. We will make necessary changes to the permit package at the request of the Town of James Island.
3. Stantec will submit a public notice for local and statewide newspaper publication.

ASSUMPTIONS

- This scope of work and cost does not include presence absence surveys for federally listed threatened or endangered species.
- No formal consultation with the United States Fish and Wildlife Service (USFWS) or National Marine Fisheries Services (NMFS) is anticipated.
- No mitigation is being proposed for the projected impacts. Should mitigation be required, a mitigation plan is not included within this scope and would require a contract modification.
- Purchase of wetland/stream mitigation credits or other wetland fees would be paid by the Town of James Island.
- The Town of James Island shall be responsible for full reimbursement of applicable permit fees.

PROPOSED FEE AND SCHEDULE

Stantec will perform the services described in the Scope of Services in accordance with the attached terms and conditions and for the following lump sum fees:

Task	Fee
1 – Critical Area Delineation (Critical Line Request)	\$4,500.00
2 – Critical Area Plat	\$2,875.00
3 – Critical Area Permit	\$18,500.00
Project Total	\$25,875.00

16 October 2018

Ashley Kellahan

Page 4 of 4

Reference: Greenhill Community Critical Area Proposal

ACCEPTANCE

We appreciate the opportunity to offer these services to the Town of James Island and look forward to working with you on this project. Your signature below will serve as our notice to proceed. If you have any questions, please call me at (843) 740-6347.

Regards,

Stantec Consulting Services Inc.

Town of James Island



Justin Tye P.E., PTOE
Transportation Engineer
Phone: (843) 740-6347
justin.tye@stantec.com

Approved by (Please Print)

Signature

Attachment: Professional Services Terms and Conditions

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The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any



such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

RESOLUTION #2018-12

A RESOLUTION REGARDING THE CAMP ROAD LIBRARY ON JAMES ISLAND

WHEREAS, James Islanders greatly appreciate the new and modern Baxter Patrick Library being constructed on James Island on Grimball Road and are looking forward to its opening this summer; and

WHEREAS, many James Islanders will be disappointed if we lose our small but beloved branch library located on Camp Road; and

WHEREAS, on June 16, 2015, Charleston County Council passed a resolution, "to approve renovation of the Camp Road Library if finances are available at the end of the library construction project and if funding is not available, (and would) bring the renovation back to Council for consideration;" and

WHEREAS, the branch on Camp Road has well-served the surrounding ethnically-diverse community that includes both Town of James Island and City of Charleston neighborhoods for over forty years; and

WHEREAS, James Island currently has a population of over 36,000 residents (2020 estimated population to be 38,598); which is more than enough to support both the new library and a smaller branch library; and

WHEREAS, over 500 new residential units and single family homes have been approved for construction and will bring hundreds of additional residents to James Island over the next two years; and

WHEREAS, traveling an additional three miles to the new Grimball Road Library could be challenging for some of our elderly and economically challenged residents who reside near the library on Camp Road; and

WHEREAS, as West Ashley and Mount Pleasant will each have three libraries when the County library building program is complete; and

WHEREAS, libraries serve a purpose greater than being just a place of books and computers/internet access, but also serve as community centers which support our youth, our elderly and all our residents by encouraging individuals to gather, to explore, interact and imagine; and

WHEREAS, during the upcoming summer a final decision from County Council may be rendered and it will be imperative that solidarity be demonstrated from the Town of James Island regarding the public need for the library branch on Camp Road; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of James Island request that Charleston County keep the branch library on Camp Road open.

Adopted this 17th day of January, 2019

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

AN ORDINANCE PERTAINING TO ENVIRONMENTALLY ACCEPTABLE PACKAGING AND PRODUCTS

WHEREAS, the Town of James Island has a duty to protect its natural environment, its economy, and the health of its citizens;

WHEREAS, to discourage and decrease the use of certain expanded polystyrene food service products, single use plastic carryout bags, and disposable food service ware, i.e., plastic straws in the Town, it is necessary to regulate such use; and,

WHEREAS, regulating and eventually prohibiting the use of polystyrene/plastic foam take-out food packaging and replacing it with food service ware that is locally recyclable or compostable, and restricting the use of polystyrene/plastic foam products that are not wholly encapsulated or encased by a more durable material will further protect the Town, its marine life and wildlife, its resident and visitors, and will support the Town's goal of reducing waste and litter for a cleaner environment for generations to come.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF THE TOWN OF JAMES ISLAND ASSEMBLED:

Section 1: The Code of Ordinances of the Town of James Island is hereby amended by adding thereto a new Section that shall read as follows:

Environmentally Acceptable Packaging and Products

A. DEFINITIONS

Unless otherwise expressly stated, whenever used in this Article the following terms shall have the meanings set forth below:

AFFORDABLE shall mean that a compostable or recyclable product may cost up to 15% more than the purchase cost of the non-compostable or nonrecyclable alternative(s) and not be regarded, on balance, as exorbitant, overpriced, unreasonable or invaluable.

ASTM STANDARD shall mean meeting the standards of the American Society for Testing and Materials (ASTM) International Standards D6400 or D6868 for compostable plastics, as those standards may be amended.

BUSINESS ESTABLISHMENT shall mean any commercial enterprise that provides carryout bags to its customers through its employees or independent contractors associated with the business. The term includes sole proprietorships, joint ventures, partnerships, corporations, or any other legal entity whether for profit or not for profit. This term is inclusive of any store or business,

which sells or offers goods or merchandise, located or operating within the Town, including those referenced in FOOD OR GROCERY ESTABLISHMENT and FOOD PROVIDER.

TOWN OF JAMES ISLAND FACILITY shall mean any building, structure or vehicle owned and operated by the Town of James Island, its agents, agencies, and departments.

COMPOSTABLE shall mean all the materials in the product or package, when composted in an industrial or municipal compost operation, will break down, or otherwise become part of, usable compost (e.g. soil-conditioning material, mulch) in a safe and timely manner. Compostable food service ware must meet ASTM-Standards for compostability and any bio-plastic or plastic-like product must be clearly labeled, preferably with a color symbol, to allow proper identification such that the collector and processor can easily distinguish the ASTM standard compostable plastic from non-ASTM standard compostable plastic. Compostable products are considered compostable under this section only if a business establishment or food or grocery establishment using the products is composting them with an industrial or municipal compost operation.

DISPOSABLE FOOD SERVICE WARE interchangeable with TO GO packaging and FOOD PACKAGING MATERIAL and includes, but is not limited to: all containers, clamshells, bowls, plates, trays, cartons, cups, straws, stirrers, napkins, cutlery and other items designed for one-time use associated with prepared foods, including without limitation, service ware for takeout foods and/or leftovers from partially consumed meals prepared by food providers.

EVENTS PROMOTER shall mean an applicant for any event permit issued by the Town.

FOOD OR GROCERY ESTABLISHMENT shall mean all sales outlets, stores, shops, vehicles or other places of business located within the Town, which operate, sell, or convey foods, or beverages, which foods or beverages are predominantly contained, wrapped or held in or on packaging. FOOD ESTABLISHMENT shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured and sold or offered for sale, including but not limited to, any fixed or mobile restaurant, drive-in, convenience store, coffee shop, cafeteria, short-order café, delicatessen, luncheonette, grill, sandwich shop, soda fountain, hotel, motel, movie house, theatre, bed and breakfast inn, tavern, bar, cocktail lounge, nightclub, roadside stand, takeout prepared food place, industrial feeding establishment, catering kitchen, mobile food preparation unit, commissary, event, grocery store, public food market, produce stand, food stand, or similar place in or at which food or drink is prepared for sale, or for service, on the premise or elsewhere, and any other establishment or operation where food is processed, prepared, stored, served, sold, or provided for the public and any organization, group or individual which provides food as part of its service.

FOOD PROVIDER shall mean any vendor, business, organization, entity, group, or individual, including food establishments, as defined in the Town that offers food or beverages to the public.

PERSON shall mean an individual, business, event promoter, trust, firm, joint stock company, corporation, non-profit, partnership, or association.

POLYSTERENE/PLASTIC FOAM shall mean blown expanded and extruded polystyrene (sometimes called Styrofoam™) or other plastic foams which are processed by any number of techniques including, but not limited to, fusion of monomer spheres (expanded bead plastic), injection molding, foam molding, and extrusion-blown molding (extruded foam plastic). Polystyrene and other plastic foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, egg cartons, coolers, ice chests, shipping boxes, packing peanuts, and beach or pool toys. The term POLYSTYRENE also includes clear or solid polystyrene, which is known as ORIENTED POLYSTYRENE.

POLYSTYRENE/PLASTIC FOAM PRODUCTS shall mean any item such as coolers, ice chests cups, bowls, plates, clamshells, shipping boxes, containers, cutlery, or any other merchandise containing polystyrene/plastic foam that is not wholly encapsulated or encased by a more durable material.

PREPARED FOOD shall mean food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared within the Town. PREPARED FOOD does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar food establishment.

RECYCLABLE shall mean any material that is accepted by the Charleston County recycling program, including, but not limited to, paper, glass, aluminum, cardboard and plastic bottles, jars and tubs. This also means any approved alternative products that are accepted by the County recycling centers.

REUSABLE CARRYOUT BAG shall mean a carryout bag that is specifically designed and manufactured for multiple use, and meets the following criteria:

- (1) Displays in a highly visible manner on the bag exterior language describing the bag's ability to be reused and recycled;
- (2) Has a handle;
- (3) Is constructed out of any of the following materials:
 - (a) Cloth, other washable fabric, or other durable materials whether woven or non-woven capable of being cleaned and disinfected;
 - (b) Plastic film, with a minimum thickness of four (4.0) mills and capable of being cleaned and disinfected;
- (4) Has a minimum lifetime of 125 uses, which for purposes of this section means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

SINGLE-USE PLASTIC CARRYOUT BAG. A bag provided by a business establishment to a customer typically at the point of sale for the purpose of a onetime use to transport purchases, which is made predominantly of plastic derived from either petroleum or a biologically-based source.

B. REGULATIONS

- (A) No business establishment or food or grocery establishment may provide single-use plastic carryout bags at any Town of James Island facility, Town sponsored event, or any event held on Town owned property.
- (B) No business establishment or food or grocery establishment within the Town of James Island limits may provide single-use plastic carryout bags to its customers. All business establishments provide or make available to a customer reusable carryout bags or recyclable paper bags.
- (C) Food providers within the Town of James Island may not provide food in any disposable food service ware that contains polystyrene/plastic foam.
- (D) Disposable food service ware that contains polystyrene/plastic foam is prohibited from use in all Town of James Island facilities.
- (E) All food or grocery establishments, food providers and event promoters within the Town of James Island utilizing, selling or otherwise providing disposable food service ware shall use recyclable or compostable products, subject to the provisions of Section 1C and Section 1D (below).
- (F) No business establishment or event promoter or food or grocery establishment within the Town of James Island may sell, rent, or otherwise provide any polystyrene/plastic foam product that is not wholly encapsulated or encased within a more durable material, except as exempted in this Article. This specifically includes, but is not limited to, cups, plates, bowls, clamshells, bags, and other products intended primarily for food service, use, as well as coolers, containers, ice chests, shipping boxes, or packing peanuts.
- (G) Business establishments within the Town limits are strongly encouraged to provide prominently displayed signage advising customers of the benefit of reducing, reusing and recycling and promoting the use of reusable carryout bags by customers.

C. EXEMPTIONS. Although the Town of James Island encourages the use of recyclable or compostable products throughout, the following shall be exempt from the provisions of this Article:

- (A) Products made from polystyrene/plastic foam, which is wholly encapsulated or encased by a more durable material, are exempt from the provisions of this Article. Examples include surfboards, boats, life preservers, and craft supplies which are wholly encapsulated or encased by a more durable material, and durable coolers not principally composed of polystyrene/plastic foam;
- (B) Construction products made from polystyrene/plastic foam are exempted from this Article if the products are used in compliance with the Town of James Island Code and used in a manner preventing the polystyrene/plastic foam from being released into the environment;
- (C) During a declared state of emergency or in an emergency situation where the immediate preservation of the public peace, health or safety is involved, any organization providing emergency services shall be exempt from the provisions of this Article;
- (D) Laundry dry cleaning bags, door-hanger bags, newspaper bags, or packages of multiple bags intended for use as garbage, recycling, pet waste, yard waste or similar use; although the Town of James Island encourages the use of recyclable or compostable products throughout;

- (E) Bags provided by physicians, dentists, pharmacists or veterinarians to contain prescription drugs or other medical necessities;
- (F) Bags used by a customer inside a business establishment to:
 - (1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
 - (2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;
 - (3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or
 - (4) Contain unwrapped prepared foods or bakery goods;
- (G) Bags used by a non-profit corporation or other hunger relief charity to distribute food, grocery products, clothing, or other household items;
- (H) Bags of any type that the customer brings to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store;
- (I) Meat trays, egg cartons, plastic drink lids, to –go condiment packages and cutlery (i.e., forks, spoons, knives) are exempt from the provisions of this Article;
- (J) Plastic drinking straws when needed by customers due to medical or physical conditions and for whom other straws are unsuitable are exempt from the provisions of this Article.

D. REQUESTS FOR EXEMPTION

- (A) The Town Administrator or the Administrator’s designee, may exempt a food or grocery establishment or food provider from the requirements set forth in this Article for up to a one-year period upon the food provider showing, in writing, that this Article would create an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances. The Town Administrator or the Administrator’s designee shall put the decision to grant or deny up to a one-year exemption in writing, and the decision may be appealed to the Environment and Beautification Committee.
- (B) Exemptions to allow for the sale or provision of polystyrene/plastic foam products may be granted by the Town Administrator or the Administrator’s designee, if the food or grocery establishment or food provider can demonstrate in writing a public health and safety requirement or medical necessity to use the product. The Town Administrator or the Administrator’s designee shall put the decision to grant or deny the exemption in writing and the decision may be appealed to the Environment and Beautification Committee.
- (C) An exemption application shall include all information necessary for the Town Administrator or the Administrator’s designee to make a decision, including but not limited to documentation showing factual support for the claimed exemption. The Town Administrator or the Administrator’s designee may require the applicant to provide additional information.
- (D) The Town Administrator or the Administrator’s designee may approve the exemption application in whole or in part, with or without conditions.
- (E) Any person aggrieved by the decision of the Town Administrator or the Administrator’s designee may appeal the decision to the Environment and Beautification Committee within thirty, (30) days of the Town Administrator or designee’s issuance of the written decision. In evaluating the appeal, the Environment and Beautification Committee shall determine whether the decision of the Town Administrator or the Administrator’s designee was made in compliance with the standards, policies, and criteria of this Article. The decision of the Environment and Beautification Committee shall be final.

E. ENFORCEMENT AND PENALTIES

- (A) The Code Enforcement Officer has primary responsibility for enforcement of this Article. The Code Enforcement Officer is authorized to take any and all other actions reasonable and necessary to enforce this Article, including, but not limited to, investigating violations, entering the premises of any business establishment during business hours.
- (B) If a code enforcement officer determines that violation of this Article has occurred, he/she will issue a written warning notice to the owner or operator of the business establishment that a violation has occurred and the potential fines that will apply for future violations.
- (C) Any business establishment that violates or fails to comply with any of the provisions of this Article after a written warning notice has been issued for that violation shall be subject to a fine that shall not exceed \$200 for a first violation; \$350 for a second violation within any 12-month period; and \$500 for each additional violation within any 12-month period. Every 30 days that a violation continues will constitute a separate offense.
- (D) In addition to the penalties set forth in this section, repeated violations of this Article by a person who owns, manages, operates, is a business agent of, or otherwise controls a business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No Town of James Island business license shall be issued or renewed until all fines outstanding against the applicant for violations of this Article are paid in full.
- (E) Violation of this Article is hereby declared to be a public nuisance, which may be abated by the Town by restraining order, preliminary and permanent injunction, or other means provided for by law, and the Town may take action to recover the costs of the nuisance abatement.

Section 2: Effective Date. All of the requirements set forth in this Article shall take effect and become operative and enforceable on January 1, 2020.

If any subsection, sentence, clause, phrase, or word of this Ordinance be for any reason declared unconstitutional or invalid or ineffective by any court of competent jurisdiction, such declaration shall not affect the validity or the effectiveness of the remaining portions of this Ordinance or any part thereof which can be given meaning without the offensive subsection, sentence, clause, phrase or word;

Section 3: This Ordinance shall become effective upon ratification.

First Reading: _____
Second Reading: _____

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk