



AMENDED AGENDA

Town of James Island, Regular Town Council Meeting
April 16, 2020; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

VIRTUAL MEETING, SEE DETAILS BELOW

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

The Town invites the public to provide comments prior to its Town Council meeting. Please email your comments to info@jamesislandsc.us. They may also be mailed to P.O. Box 12240, Charleston, SC 29422 or placed inside the drop box outside of Town Hall at 1122 Dills Bluff Rd., Charleston, SC 29412

1. Opening Exercises
2. Consent Agenda
 - a. Minutes: March 19, 2020 Regular Town Council Meeting
 - b. Minutes: April 1, 2020 Special Town Council Meeting
 - c. National Public Works Week Proclamation
3. Information Reports
 - a. Finance Report
 - b. Administrator's Report
 - c. Public Works Report
 - d. Island Sheriffs' Patrol Report
4. Requests for Approval
 - Removal of Pine Tree on Ptarmigan
 - Amendment to 1248 Camp Rd. Building (Old Library) Lease
 - **COVID-19 Funding Assistance**
5. Committee Reports
 - Land Use Committee
 - Environment and Beautification Committee
 - Children's Committee

- Public Safety Committee
- History Committee
- Rethink Folly Road Committee
- Drainage Committee
- Business Development Committee
- Trees Advisory Committee
- James Island Intergovernmental Council

6. Proclamations and Resolution:

Resolution # 2020-07: Support of Temporary Solution on Taliaferro Avenue

Resolution # 2020-08: Naming Pinckney Park Pavilion in Honor of Peter M. McCoy, Jr.

7. Emergency Ordinance

Emergency Ordinance #E-04-2020: Adoption of SC State Burn Ban

8. Ordinances up for Second/Final Reading: None

9. Ordinances up for First Reading:

Ordinance #2020-03: An Ordinance Amending the Town of James Island Zoning and Land Use Regulations, Number 2013-07, §153.093 Folly Road Corridor Overlay District (Prohibiting Hotels and Motels in North Village, South Village, Neighborhood Preservation and Conservation Areas and adding Hotels or Motels as a Use Requiring Special Exception in the Commercial Core Area

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

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

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 hosted virtually via Zoom and it will be also be live-streamed on the Town’s YouTube channel, link found here: <http://www.jamesislandsc.us/videos-and-meeting-archive> Please click the link below to join the webinar: <https://us02web.zoom.us/j/462951711?pwd=MFVobEhaUnhwdHF0NHl4SU15OEZkQT09>
Password: 827503

Or iPhone one-tap :

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888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 462 951 711

Password: 827503

International numbers available: <https://us02web.zoom.us/j/827503>

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, Thursday, March 19, 2020. The following members of Council were present: Councilmembers Boles, Mignano, Milliken, Mullinax, and Mayor Woolsey, who presided. Also, Town Administrator, Ashley Kellahan, Public Works Director, Mark Johnson, Town Attorney, Bonum S. Wilson, Sgt. Martin, Island Sheriff's Patrol (for Sgt. Shawn James) and Town Clerk, Frances Simmons.

Opening Exercises: Mayor Woolsey called the meeting to order and welcomed those present. Councilman Boles led Council in the Pledge of Allegiance and asked Council to partake in a moment of silence. A quorum was present to conduct business.

Public Hearing: Ordinance #2020-02: Proposed Amendments to the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR)§153.093 Folly Road Corridor Overlay District Adding Vehicles Sales as a Prohibited Use: Mayor Woolsey opened the Public Hearing at 7:03 p.m. The following person spoke:

Mr. Joe Walter spoke in opposition to removing vehicle sales as a permitted use from the Commercial Core area in the Folly Road Corridor Overlay District but to require it as a Special Exception. No others spoke and Mayor Woolsey closed the Public Hearing.

Councilman Milliken requested to amend the agenda to add the following items for the Town to take into consideration as a result of the Coronavirus; Councilman Boles, seconded and passed unanimously.

Councilman Milliken moved to defer the collection of hospitality and accommodations taxes during the pandemic. He said the City and Charleston County has suspended that payment for 90 days and he thought the Town should do the same. Mayor Woolsey said the hospitality tax is addressed in the Emergency Ordinance #02-2020, #3. Councilman Mullinax seconded. Passed unanimously to be added to the agenda.

Councilman Milliken moved for the Closure of Dock Street and Pinckney Parks during the pandemic. Councilman Mullinax seconded. Passed unanimously to add this item to the agenda.

Councilman Milliken moved to amend the agenda to allow nonessential staff to telecommute from home during the pandemic. Councilman Mullinax seconded. Passed unanimously to add this item to the agenda.

Mayor Woolsey moved to amend the agenda to add Emergency Ordinance E-01-2020 Pertaining to Electronic Meetings, seconded by Councilman Milliken. Passed unanimously to add this item to the agenda.

Ordinance #E-02-2020: An Emergency Ordinance Pertaining to Suspension of Ordinances and Other Emergency Protocol: Mayor Woolsey gave an overview and explained the Ordinance. He said item #3 defers the Town collecting hospitality taxes for 60 days due to the ongoing outbreaks of COVID-19. Businesses would continue to collect taxes from their patrons but would not be required to remit monies at this time. The Ordinance also addresses the suspension of enforcing the Environmentally Accepted Packaging and Products Ordinance (Plastics Ban) passed by the Town for 60 days. Mayor Woolsey moved for approval, seconded by Councilman Milliken. Mayor Woolsey said the Ordinance could be revisited or readopted after 60 days if needed. Passed unanimously.

Closure of Town Parks: Councilman Milliken said in light of the fact that young people are capable of contracting COVID-19 he recommended closing Dock Street and Pinckney Parks to help reduce the risks. Councilman Mullinax seconded. During discussion it was determined that we cannot stop people from going to the parks; however, the Town could post signs there for people to practice social distancing. The use of playground equipment would be prohibited to help prevent the possible spread of virus on hard

surfaces. The parks closing would be in effect for 60 days and revisited if needed. Passed unanimously.

Nonessential Staff to Telecommute: Councilman Milliken moved for approval, seconded by Councilwoman Mignano. Passed unanimously.

Ordinance # E-01-2020: An Emergency Ordinance Pertaining to Electronic Meetings: Mayor Woolsey gave an overview and explained the Ordinance. Councilman Milliken moved for approval, seconded by Councilman Mullinax. Passed unanimously.

Presentation of Community Hero Awards by James Island Pride: Councilman Milliken requested to defer the presentation of Arlene Stewart to a later date. The request was granted without objection.

Public Comments: The following person spoke:

Joe Walters spoke in support of any traffic calming measures for Oceanview Road.

The following persons submitted comments via email to Council in support of calming traffic on Oceanview Road:

Angela Sawadse, 1214 Oceanview Rd.
Jay Bell, 1171 Oceanview Rd.
Doris Clark, 1241 Oceanview Rd.
Jennifer Nelson, 1210 Oceanview Rd.
Cathy and John Ellyn, 1111 W. Oceanview Rd.
Wade Horn 1009 W. Oceanview Rd.
Leigh Ohlandt, 962 W. Oceanview Rd.

Dana Ellis sent an email in favor of the James Island Arts Cultural Center

Consent Agenda:

- a. Minutes: February 20, 2020 Regular Town Council Meeting
- b. 2020 Yom HaShoah Holocaust Commemoration Proclamation

Councilman Milliken moved for the approval of the Consent Agenda, seconded by Councilman Mullinax. Passed unanimously.

Information Reports:

- a. Finance Report: Town Administrator, Ashley Kellahan presented an overview and answered Councilman Milliken's questions about an expenditure for Public Works on Page 4. She also answered questions about expenditures listed under Community Services for Repair Care/Habitat.
- b. Administrator's Report: Mrs. Kellahan presented an overview and answered questions. Councilman Milliken referred to Dominion/Lewis Tree trimmings and suggested that a letter be sent to them with the recommendations from the Town's Arborists. Mrs. Kellahan said Mr. Wilson is drafting a letter. Mrs. Kellahan gave an update on the precautions that the Town and staff have taken during the outbreak of the Coronavirus.

Presentation of Draft FY 2020-2021 Annual Budget: Mrs. Kellahan reported there were no major changes since the Budget Workshop was held. She asked Council to provide feedback or changes to her before First Reading.

Councilman Milliken asked that consideration be given to cancelling Town sponsored events i.e., Easter) due to the Coronavirus. Mrs. Kellahan will reach out to Alexandra Purro about events that were scheduled.

Public Works: Public Works Director, Mark Johnson presented the written report. Afterward questions were answered about drainage concerns in Lighthouse Point. He also shared information on drainage concerns behind Schooner Road (Belle Tare) and conversed with Councilwoman Mignano about the drainage @ Fort Johnson and Folly Road.

Island Sheriff's Patrol: Sgt. Martin announced that Sgt. James was ill and is now better. The Island Sheriff's Patrol and Crime Reports were not available. Sgt. Martin noted there were no violent crimes during the month.

Requests for Approval:

Traffic Calming Policy Revision: Councilman Milliken moved for discussion, seconded by Councilman Mullinax. Councilman Boles stated that he requested deferral at the last Town Council meeting. He said the way it was amended to require that 2/3 of the property owners on a street where a traffic measure is proposed, is sufficient. Mayor Woolsey gave explanation of the 2/3 requirement. He said staff has developed a policy to make it consistent with what the Town is following. These changes would allow staff and Council more discretion with implementing and making recommendations for traffic calming to neighborhoods. Mrs. Kellahan and Mr. Johnson answered questions from Council and Mr. Johnson provided an overview and explanation of speeding percentiles. Councilman Boles commented about people that come to these meetings and are up in arms about traffic calming. He said we need to get the policy right before adopting it. Councilman Milliken referred to the criteria on Page 5, the sentence that stated *that the Town of James Island will first perform an in-house traffic study* by moving to strike the second part of which read: **“and review whether the data warrants further study”**, Councilman Mullinax seconded. The motion to approve the Traffic Calming Policy Passed with that amendment. Councilman Boles voted No.

Amendment to 1248 Camp Rd. Lease (old Library): Mrs. Kellahan reported that the County was unable to provide a copy of the amended lease agreement due to the illness of a staff member and staff shifting their of duties due to the Coronavirus. Councilman Milliken moved to defer until the contract is received, seconded by Councilwoman Mignano. Passed unanimously.

James Island Arts & Cultural Interior Renovation/Furniture Package Planning and Bidding: Motion in favor made by Councilman Mullinax, seconded by Mayor Woolsey. Councilman Milliken said he did not want to vote on this now to see what the HVAC system would cost. Councilman Milliken moved to defer, seconded by Councilman Boles. Motion to Defer Failed. Main Motion Passed.

Agreement with DataMax: Mrs. Kellahan presented a request to enter into agreement with DataMax. This information was shared to Council at the Budget Workshop. DataMax is a revenue generating company that collects revenues for cities and municipalities from businesses companies, such as business licenses. Motion in favor made by Councilman Boles, seconded by Councilman Milliken. Councilman Milliken moved to amend the motion for DataMax to provide monthly reports. Councilman Boles seconded. Passed unanimously as amended.

Award of RFP #1-2020 for Town Arborist Services: Mrs. Kellahan presented a request for the Town to enter agreement with three (3) qualified firms to provide arborist services. The following firms were

recommended: Chris Gerards, Natural Directions, and Schneider Tree Care. Councilman Milliken moved for approval, seconded by Councilman Mullinax. Passed unanimously.

Purchase Heavy Equipment/Excavator (asap) using Other Capital Improvements Project Funds: Motion made by Councilman Boles, seconded by Councilman Milliken. Councilman Boles said after the Budget Workshop, he thought it would be an excellent idea to purchase heavy equipment (tractor) for the Town's use; especially with the approaching hurricane season and having the opportunity to provide services to our citizens, such as digging out ditches. Mayor Woolsey responded that a tractor is proposed in next year's budget. He said the shed at Pinckney Park would not be ready until next fiscal year and there is no place to store the equipment now. He also mentioned that staff would need to be trained to dig ditches and did not believe they would get this equipment right away. Funding is not available in this budget. As discussion ensued, Mrs. Kellahan further reiterated Mayor Woolsey's explanation by explaining the projects accounted for in this year's Capital Improvements Budget. Councilman Milliken recommended that the request be considered in next year's budget along with staff training. Motion failed 2-2 for an immediate purchase.

Fund Traffic Calming Measures for Oceanview using remaining Other Capital Improvements Projects Fund: Motion in favor made by Councilman Boles, seconded by Councilwoman Mignano. Mayor Woolsey explained that this request was not available in the Other Capital Improvements Project Fund for this year. After explanation and discussion, Councilman Boles asked that the process begin by gathering the data. He then moved with an amendment that staff provide a report showing the breakdown of the \$100,000 in the Other Capital Improvements Projects for this fiscal year of all of the traffic calming projects. Councilwoman Mignano seconded. The amendment passed. Main Motion failed. Mrs. Kellahan to provide the information

Purchase Drainage Easement using remaining Other Capital Improvements Projects Funds: Withdrawn.

Rotation of Pre-meeting Prayer Among Council and Mayor: Motion in favor made by Councilman Boles, seconded by Councilman Milliken. Passed unanimously.

Rescission of October 2019 Vote in Favor of the Subway Lot Easement: Motion in favor made by Councilman Boles, seconded by Councilwoman Mignano. Councilman Boles spoke in favor of rescinding the decision made by Council in October. Mayor Woolsey questioned the terminology "rescission" and Mr. Wilson explained it should be "Overturn". Councilman Boles moved to amend the motion to overturn the decision of Council's October 2019 meeting. Councilwoman Mignano seconded. Councilman Milliken said his decision changed when the parking was lost because it changed the usefulness of the property. Mayor Woolsey explained what Council approved was after hours parking. Councilwoman Mignano talked about the CARTA bus stop and parking there would be useless because it is a very busy and dangerous intersection; and the purchase made no sense. Mayor Woolsey further explained that it was not to have people park there all day. He commented that the primary use was for the Charleston Arts Theatre and public parking for patrons at night. People parking there for the bus was not the idea. Councilman Boles conversed with Mayor Woolsey about the signing of a contract and its validity if Council overturned this decision. As discussion continued, Councilman Mullinax moved to defer further discussion. There was no second and the motion to failed. Councilman Boles suggested entering into an executive session.

Executive Session: Councilman Boles moved to enter into an executive session to discuss contractual and legal matters. Councilman Milliken seconded and passed. Councilman Mullinax voted No.

Return to Regular Session: Council returned to open session at 8:37 p.m. Mayor Woolsey announced that no votes were taken during the Executive Session. A motion to defer was made by Councilman Boles, seconded by Councilwoman Mignano. Passed unanimously.

Committee Reports:

Land Use: No report

Environment and Beautification Committee: Councilman Milliken announced the postponement of the litter pickup due to the Coronavirus.

Children's Committee: No report.

Public Safety Committee: Councilman Mullinax moved for the appointment of the following persons to the Neighborhood Council. Motion was seconded by Councilman Milliken. The following persons were appointed/reappointed:

Zennie Quinn

Lebby Campbell

Richard Tassin

Robin Hardin

Nina Rogers

Kelli Bridges

History Committee: Mayor Woolsey announced that the History Council is planning an event in April, "The First Shot" that may need to be rescheduled.

Drainage Committee: Councilman Mullinax announced the next meeting in May. A date will be announced.

Rethink Folly Road: Mayor Woolsey announced that the Rethink Folly Road meeting was cancelled. The Rethink Folly State of the Plan hosted by Toole and Town (at Martin's BBQ) was well attended.

Business Development:

- Nomination to Business Development Council: Councilman Mullinax moved for the appointment of Kelly Hall, seconded by Councilman Boles. Passed unanimously.

Trees Advisory Committee: Councilman Milliken gave a recap from the recent meeting. The group discussed its missions statement, tree surveys, and software a program.

James Island Intergovernmental Council: No report.

Proclamations and Resolutions:

Resolution #2020-06 Increase Size of Town Council: Councilman Mullinax requested deferral because further guidance is needed from Charleston County Elections. Councilman Milliken seconded and it was granted without objection.

Ordinances up for Second Reading:

Ordinance #2020-01: Proposed Amendments to the Town of James Island Zoning and Land Use Development Regulations Ordinance (ZLDR): 153.332 Off-Street Parking and Loading; Addition of Section J “Bicycle Parking” with Standards for bicycle parking facilities; Motion in favor was made by Councilwoman Mignano, seconded by Councilman Mullinax. Passed unanimously,

Ordinance #2020-02: Proposed Amendments to the Town of James Island Zoning and Land Use Development Regulations Ordinance (ZLDR) 153.093 Folly Road Corridor Overlay District, Adding Vehicle Sales as a Prohibited Use; Motion in favor was made by Councilwoman Mignano, seconded by Councilman Boles. Passed unanimously.

Ordinances up for First Reading: None

New Business:

Discussion of Temporary Solution for Sinkhole on Taliaferro: Councilwoman Mignano led discussion and asked for temporary help for the residents on Taliaferro for a sinkhole that has surfaced there. She said this is a State road and is a large capital improvement project for them. She said it would be good if the Town could provide temporary relief to the residents in the meantime. Councilwoman Mignano said this is a safety issue for the residents and has been for some time. Mayor Woolsey suggested she offer a Resolution on the April Town Council agenda to be sent to the DOT. He also suggested placing this as an item of discussion at the next James Island Intergovernmental Council meeting where our State Representatives/Senator Senn may be present. Councilwoman Mignano suggested that staff ask the County for some assistance now by placing gravel or some type of fill for the time being.

Comparison between Tax Rebate to Citizens vs. Cost Sharing Agreement: No longer needed to be discussed.

Announcements/Closing Remarks: Council thanked staff, Ashley Kellahan, and Frances Simmons for posting information about the coronavirus on social media.

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:45 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

The Town of James Island held a Special meeting on Wednesday, April 1, 2020 at 3:00 p.m. by virtual platform (1122 Dills Bluff Road). The following members of Council were present: Councilmembers Boles, Mignano, Milliken, Mullinax and Mayor Woolsey, who presided. Also, Town Administrator, Ashley Kellahan, Town Attorney, Bonum S. Wilson, and Town Clerk, Frances Simmons. A quorum was present to conduct business.

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

Mayor Woolsey called the meeting to order and asked Council to identify themselves before speaking.

Ordinance: E-03-2020: To Amend Ordinance E-01-2020 Emergency Ordinance Pertaining to Electronic Meetings, Adding all Town Council Meetings, Boards, Committees and Advisory Councils

Mayor Woolsey called for a motion to amend Ordinance E-03-2020. Motion was made by Councilman Milliken, seconded by Councilman Boles.

Councilman Milliken moved to amend the ordinance by substitution. Councilman Mullinax seconded for consideration.

Councilman Milliken stated that he would vote against the original ordinance because it is not specific in identifying the committees and commissions to reflect what Council passed in February with respect to the committee structure of the Town. He compared the two versions of the emergency ordinance and noted that the one he is bringing forward differs from the original because the Planning Commission and the Board of Zoning Appeals (BZA) would be excluded from electronic meetings. His reason is because we do not have the opportunity to allow the public their due process in the deliberations. He commented that the BZA is a quasi-judicial body having a series of steps involved and the importance of having the public in those deliberations. He said developers and property owners could wait 60 days until we are back to normal or the ordinance is revisited. Other meetings are fine and could be hosted electronically because there is not a lot of public participation in those.

Councilwoman Mignano asked if we could add public participation in those meetings electronically so we would not have to postpone them. Mayor Woolsey responded that it is possible to allow the public to speak through platforms such as Zoom. He said the ordinance provides access for comments for Council, Planning and Zoning and the BZA by individual(s) sending in letters or emails. His view is that the governing body of Town Council is equally appropriate to the Planning Commission and the BZA. Councilwoman Mignano said some time there is a back and forth in Planning and the BZA with the public. Also, some people are more tech savvy than others and they may not be able to participate as they normally would. Mayor Woolsey explained that with the BZA a member of the public may give testimony and we would need to have a method to allow for that. Further, he stated that the general public should not be participating in those general proceedings. The Planning Commission is a recommending body and the public makes comments the same as they would at a Town Council meeting.

Councilman Milliken said Town Council has regularly scheduled meetings that residents are aware of. He noted that the Planning Commission and the BZA only met three times last year. He noted that some BZA meetings are highly charged with matters that citizens are passionate about (i.e., car wash, or grand tree removals) and there is a participatory aspect with the numbers of people that turn out having interest in the issue. Mayor Woolsey expressed uncertainty about when our current situation would end. He said the emergency ordinance expires in 60 days; however, he thinks that we would be in a similar situation, at least through early summer and does not believe it is appropriate to put all Town business on hold because some

issues may result in large numbers of people attending a meeting. Councilwoman Mignano agreed and asked if Council would compromise by having a larger window of time that the agenda is published. This would allow citizens more time to either record a video, email, or send a letter to the Town for presentation. Councilman Milliken thought it was a good idea but did not know if people would participate in that way. He said the onus would be on us to get the word out in publicizing issues coming before the Planning Commission and BZA. We would need to do a better job in getting the word out in advance so that people are aware of what is going on and respond in a timely manner. Mayor Woolsey said the ordinance applies to all meetings. BZA and Planning meetings can be cancelled if there is no business, but Town Council meetings cannot.

Councilwoman Mignano asked about allowing extended time for publicizing the agenda during this situation. Councilman Mullinax said he agreed with the comments made by Councilman Milliken and Councilwoman Mignano. He said if it were up to him, he would like that applied to Town Council meetings also because we have had highly charged and largely attended meetings. He realizes that we must meet for emergency issues, but he is against discussing regular business during the height of this pandemic. Councilman Milliken said perhaps we need to consider things that are germane to our situation. He did not think that building a gas station or cutting down trees is an emergency now because there are other things we need to consider for our citizens. Mayor Woolsey said there is substantial work to be done on the annual budget for June 30. He said the Planning Commission does not remove trees or puts in gas stations so he thinks in this situation we could have public comments through electronic means, which is safe, rather than putting everything on hold for the next two months.

Councilman Boles asked if BZA variance requests could be separated and the other business move forward electronically. He said anyone needing a variance could have it scheduled at a later date. Mayor Woolsey agreed and stated that the Town needs to move forward with work and putting everything on hold for two months is not wise. He hopes to have the April Town Council meeting done electronically. He noted that the Advisory Councils may not have pressing issues at this time, but they could also meet electronically and having a BZA variance request postponed for two months is reasonable.

After further discussion, Mayor Woolsey asked Council to vote down Councilman Milliken's changes and to remove the BZA in the original emergency ordinance. He said Council would come back with suggestions for the BZA to consider at a later date. Councilman Milliken said the request was reasonable and he would also like to consider Councilwoman Mignano's suggestion to extend the notice period for the agenda, so people have more time to respond. He said if that could be incorporated into the language of the ordinance it would be useful. Councilwoman Mignano asked that the time be extended because of the extenuating circumstances we are all trying to get through. The agenda would go out on the Wednesday of the week prior to the Town Council meeting. She said this would not be permanent, but only for this time. Mayor Woolsey said the date that Council submits agenda items would also need to be changed. Councilman Milliken asked that the correct names of the Councils and Committees is included in the Ordinance.

The amendment by substitution failed; Councilman Mullinax voted Yes.

Councilwoman Mignano moved to amend the Original Emergency Ordinance that agendas are to be published three (3) days prior to the deadline, which includes the deadline day; seconded by Councilman Milliken.

Vote:

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes

Councilman Mullinax Yes
Mayor Woolsey Yes
Passed.

Councilman Milliken moved that a statement be included that the Emergency Ordinance does not apply to the Board of Zoning Appeals and a decision would be made at a later date. Councilman Boles seconded.

Vote:
Councilman Boles Yes
Councilwoman Mignano Yes
Councilman Milliken Yes
Councilman Mullinax Yes
Mayor Woolsey Yes
Passed

Councilman Milliken moved to include the names of Town Councils and Committees in the Ordinance, seconded by Councilwoman Mignano.

Vote:
Councilman Boles Yes
Councilwoman Mignano Yes
Councilman Milliken Yes
Councilman Mullinax Yes
Mayor Woolsey Yes
Passed

Main Motion Passed and changes will be incorporated into the Original Emergency Ordinance.

Council asked everyone to remain safe during the pandemic and Mayor Woolsey reminded everyone to continue social distancing.

There being no further business to come before the body, the meeting adjourned at 3:38 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

National Public Works Week Proclamation
May 17-23, 2020

“It Starts Here”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of James Island; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of James Island to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the 60th Annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Mayor Bill Woolsey, Mayor of the Town of James Island, do hereby designate the week of May 17-23, 2020 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

Adopted and approved this 16 April 2020

Town of James Island

% FY Complete 75%

Monthly Budget Report

Fiscal Year 2019-2020

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		TOTAL	BUDGET	
	July	August	September	October	November	December	January	February	March	April	May			
GENERAL FUND REVENUE														
Accommodations Tax					8,645			1,805	3,812			14,262	15,000	
Brokers & Insurance Tax		1,673	54			97						1,824	620,000	
Building Permit Fees		791	2,835	649		1,716	518	1,017	654			8,180	15,000	
Business Licenses	1,919	3,291	26,677	9,890	5,430	16,808	9,033	170,136	72,891			316,076	365,000	
Contributions/Donations-Park														
Grant Reimbursement													5,187	
Franchise Fees	149,860			3,798	9,694	37,850	3,722	47,593				252,517	341,000	
Interest Income	222	218	168		203	76	67	65	2			1,021	3,000	
Alcohol Licenses -LOP													15,550	
Local Assessment Fees				910		7		1,112				2,029	3,000	
Local Option Sales Tax (PTCF)			99,785	98,191	95,467	85,061	182,461		186,679			747,644	1,025,000	
Local Option Sales Tax (rev)			39,916	39,188	38,728	34,426	74,688		76,065			303,011	400,000	
Miscellaneous		11,540	400	103		50,000						62,043	500	
Planning & Zoning Fees	1,326	953	504	579	895	1,029	658	824	1,344			8,113	12,500	
State Aid to Subdivisions					68,307		68,307					136,614	260,200	
Telecommunications						14			18,423			18,437	30,000	
	153,327	18,466	170,340	153,309	227,369	227,084	339,454	222,552	359,870	-	-	Total	1,871,771	3,110,937
												% of Budget		60%

ADMINISTRATION

Salaries	20,248	29,644	19,954	20,412	20,501	25,119	30,320	20,710	20,414				207,320	273,130
Fringe Benefits	7,617	11,259	7,578	7,649	7,704	8,260	11,737	7,882	7,758				77,445	103,500
Copier	319	495	325	325	274	605	533	677	325				3,877	5,000
Supplies	338	232	740	1,187	1,952	670	495	417	935				6,966	6,600
Postage	296		3,678	469	300		514	8	300				5,564	6,000
Information Services	22,688	5,017	566	5,930	1,968	708	3,106	2,599	3,055				45,636	65,000
MASC Membership									5,341				5,341	5,500
Insurance		32,262	1,388		6,470	14,203	4,754	(21,717)					37,360	35,000
Legal Services		4,308	7,551	3,838	11,525	900	240	8,390	5,440				42,192	50,000
Town Codification						1,632	143						1,775	2,500
Advertising		51	103	20		71	22	2	4,742				5,011	5,000
Audit						16,000							16,000	16,000
Elections													-	-
Mileage Reimbursement			28	58	29	31	28	29	333				536	800
Bonding			350										350	2,150
Employee Training / Screening	90												90	850
Dues and Subscriptions									200				200	1,500
Training & Travel							250		613				863	3,000
Employee Appreciation	53	1,172	55	540	29	21	540	50	90				2,549	3,900
Mobile Devices	73	182	74	244	74	176	158	190	74				1,245	2,300
Credit card (Square)							74	142	56				271	
Bank Charges (Payroll Expenses)	201	126	135	138	147	209	240	163	251				1,610	2,000
	51,924	84,748	42,523	40,811	50,972	68,604	53,154	19,540	49,927	-	-	Total	462,204	589,730
												% of Budget		78%

ELECTED OFFICIALS

Salaries	3,769	5,465	3,769	3,769	3,769	3,769	5,654	3,769	3,769				37,503	50,000
Fringe Benefits	2,409	3,557	2,409	2,410	2,410	3,465	5,186	3,457	3,457				28,760	34,000
Mayor Expense	444	14		60			160						678	2,000
Council Expense						142	100		76				318	4,000
Mobile Devices		178		134		50	50	188					600	2,100
	6,622	9,214	6,179	6,373	6,179	7,426	11,150	7,414	7,303	-	-	Total	67,859	92,100
												% of Budget		74%

GENERAL OPERATIONS

Salaries	25,778	36,199	25,538	25,417	24,917	28,995	37,798	24,651	24,831				254,126	351,765
Fringe Benefits	8,996	13,120	8,975	8,985	8,915	9,387	13,841	9,207	9,172				90,598	128,360
	34,774	49,319	34,513	34,403	33,832	38,382	51,640	33,858	34,003	-	-	Total	344,724	480,125
												% of Budget		72%

PLANNING

Supplies	26	174	37	25										262	600
Advertising		170												170	1,500
Mileage Reimbursement														-	200
Dues and Subscriptions	267													267	1,040
Training & Travel					300									300	1,800
Mobile Devices	55	28	37	38	37	37	28	37	37					333	660
Uniform / PPE														-	500
Planning Commission	250			300		250								1,114	4,000
Board of Zoning Appeals		150				200				133				483	4,000
	598	522	74	663	237	287	28	170	351	-	-	Total	2,929	14,300	
												% of Budget		20%	

BUILDING INSPECTION

Mileage Reimbursement														-	500
Community Outreach														-	500
Mobile Devices	55	55	55	76	66	66	66	65	65					568	660
Supplies								735						735	500
Equipment / Software														-	500
Uniform / PPE														-	250
Dues & Subscriptions				10			190							418	800
Travel & Training		50	90						125					265	1,800
	55	105	145	86	66	66	256	925	283	-	-	Total	1,985	5,510	
												% of Budget		36%	

PUBLIC WORKS

Mileage Reimbursement					(261)									(261)	300
Training & Travel				212										212	1,925
Public Outreach															500
Projects	330	5,824	39,340	8,743	1,951	4,197	4,589	10,341	2,095					77,410	135,800
Mobile Devices	91	83	93	43	537	(7)	(67)	(3)	92					862	1,200
Uniform / PPE		97												97	700
Supplies	930	931	48	1,015	95		279	483	1,669					5,450	5,500
Emergency Management		4,223	7,363	2,725	300		10,729							25,340	15,000
Dues and Subscriptions															425
Groundskeeping	3,555	7,319	541	17,359	336	3,991	4,436	11,672	10,373					59,581	50,000
	4,907	18,478	47,384	30,096	2,957	8,180	19,967	22,493	14,230	-	-	Total	168,692	211,350	
												% of Budget		80%	

CODES & SAFETY

Mileage Reimbursement					(37)								(37)	100
Equipment													-	900
Radio Contract						342		342					684	1,400
Training													-	1,000
Supplies	21	76		26									123	250
Uniform / PPE													-	250
Other Security	53	3,875	3,345	1,325	2,715	1,315	9,670	3,410	2,522				28,232	4,320
Sheriff's Office Contract	25,168	14,975	15,815	16,355	22,670	20,298	38,127	25,842	21,078				200,326	265,460
Deputy Fringes	7,012	4,187	4,403	4,528	6,270	5,592	10,063	6,631	5,381				54,067	73,950
Unsafe Buildings Demolition													-	20,000
Overgrown Lot Clearing													-	4,000
Animal Control				750									750	500
Crime Watch Materials													-	250
Membership/Dues													-	250
	32,254	23,113	23,564	22,984	31,618	27,547	57,860	36,225	28,980	-	-	Total	284,145	372,630
												% of Budget		76%

PARKS & RECREATION

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

FACILITIES & EQUIPMENT

Utilities	1,862	4,168	1,736	2,549	2,356	2,534	2,612	2,526	2,163				22,506	28,200
Security Monitoring		152		152		76	152	76					608	1,200
Janitorial	617	566	617	605	617	587	580	643	617				5,449	7,000
Equipment / Furniture	1,451	809	52	592	40	296	296	498	296				4,330	7,500
Facilities Maintenance	471	75	952	600	396	75	75	275	145				3,064	6,500
Vehicle Maintenance Expense	304	(746)	327	273	2,235	368	311	680	249				4,000	6,000
Fees and Taxes						284							284	
Generator Maintenance													-	3,500
Street Lights	10,346	10,348	10,348	10,359	10,358	10,359	10,358	13,467	10,359				96,302	154,000
	15,050	15,372	14,032	15,130	16,002	14,580	14,383	18,165	13,829	-	-	Total	136,543	213,900
												% of Budget		64%

COMMUNITY SERVICES

Repair Care Program				6,800	2,050		6,699					15,549	35,000
Teen Cert Program													500
Drainage Committee													500
History Commission						1,782						1,782	4,880
Neighborhood Council	568	39					63					669	1,500
Children's Commission					875					758		1,633	4,000
Community Service Contributions					30,000							30,000	30,000
	568	39		30,875	6,800	3,832	63	6,699	758	-	Total	49,633	76,380
											% of Budget		65%

CAPITAL PROJECTS

INFRASTRUCTURE													
Quail Drive Sidewalk	61200											61200	61200
Dills Bluff Sidewalk Phase II		28340	20236	300		38227						87103	87270
Dills Bluff Sidewalk, Phase III & IV				9500		6050						15550	26500
Lighthouse Point Blvd Sidewalk and Drainage Phase I												0	55000
Regatta Road Sidewalk												0	17000
Town Hall - Second Floor												0	27000
Town Hall Sidewalks to Hillman and to Camp						2800						2800	211500
Capital Improvement Projects	3985	3985										7970	100000
Seaside Lane Sidewalk								2800				2800	
Traffic Calming Projects		3830	6085	9141	8010	8436				276		35777	30000
												0	
PARK IMPROVEMENTS													
Pinckney Park	2576	150	-4858	5300	158	147759	3686	101166	65508			321445	347775
Greenbelt Park Project	2250	26025	-2250			2743	7008		10785			46561	63750
DRAINAGE PROJECTS													
Greenhill/Honey Hill Drainage Phase i	8000	8000	18163	3900	30538	9640			6000			84240	79657
Lighthouse Pt. Sdwalk & Drainage Phase 1													25000
Oceanview Stonepost Drainage Basin				9772	11047	6235						27053	30000
Hazard Mitigation Project													150000
Drainage Improvement Projects			4000	2000					900			6900	40000
Santee St. Drainage Improvements	6400		3200						65635			75235	75600
	70,011	40,575	37,047	56,984	34,770	202,896	79,281	103,966	149,105	0	0 Total	774,635	1,427,252
											% of Budget		54%

JIPSD FIRE & SOLID WASTE SERVICES

JIPSD Tax Relief	250,000	83,334	83,334	83,334	83,334	83,334	83,334	83,334				750,004	1,000,000
Admin Expense	10,000											10,000	10,000
Auditor Expense													10,000
	260,000	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,334	Total	760,004	1,020,000	

HOSPITALITY TAX

<u>GENERAL</u>												
Hospitality Tax Revenue			52,322	56,068		99,904	50,918	47,909	47,358		354,480	510,000
The Town Market	866	338	194	409		649	200				2,656	10,000
Guide to Historic James Island						17,293					17,293	27,000
Rethink Folly Phase I-III, Staff Cost-Sharing		6,229		(2,951)	7,760	4,754	8,048	(9,832)			14,009	20,000
Santee Street Public Parking Lot	13,200								13,800		27,000	27,000
Community Events		2,000	25	12,300							14,325	15,000
<u>PROJECTS</u>												
Camp/Folly Landscaping												30,000
Camp/Folly Bus Shelter												41,843
Wayfinding Signage											-	12,000
Rethink Folly Road-Phase I-III											-	
Lighting Camp/Dills Bluff					55,242						55,242	54,683
Folly Road Beautification												11,900
Pinckney Park Pavilion	859	51		1,766	52	49,253	1,229	33,722			86,932	110,925
Greenbelt Park Project	750	8,675	(750)			914	2,336				11,925	21,250
1248 Camp Road Building	103	40	13	2,896	2,805	13,912	5,355	1,874			26,998	50,000
Decorative Banners												8,400
Folly Road Multi Use Path Wilton-Ft. Johnson									3,490			
Other Tourism-Related Projects											-	100,000
	15,777	17,334	(518)	14,421	65,859	86,776	30,967	25,763		% of Budget	256,379	540,001
												47%

TREE MITIGATION FUND

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

JAMES ISLAND PRIDE

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

ADMINISTRATOR'S REPORT

Apr-20

ADMIN NOTES

- 1) March TC Mtg Follow-up - [See attached](#) letter from Town Attorney to Corkey's regarding closing deadline
- 2) Pinckney Park pavilion - Substantial Completion was issued April 2nd with a few punchlist items remaining.
- 3) Dominion Tree Trimming Schedule, Town Arborist Report, and letter from Town Attorney to Dominion regarding breach of contract. [See Attached](#)
- 4) County has advertised Landscaping for Camp and Folly is out for bid, due back April 15th
- 5) Drainage cleaning and camera work in Lynwood had additional work and costs approved by Mayor under emergency procurement authority - [See attached](#)
- 6) Town was awarded from FEMA a Hazard Mitigation Grant - [See attached Award Letter](#)
- 7) Town continues to monitor COVID-19 - Issued 13 News releases since 4/7

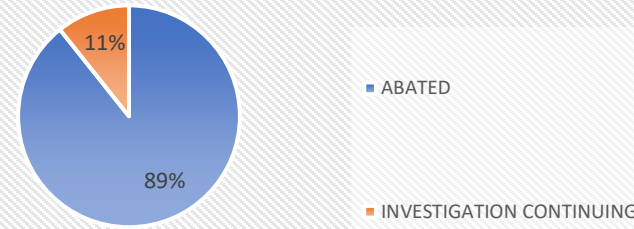
Business Licenses	55
*14 of those processed at Town hall	
Code Enforcement Cases	
TOTAL CASES	570
ABATED	509
INVESTIGATION CONTINUING	61
RANK VEGETATION / SOLID WASTE	143
INOPERABLE VEHICLE	105
TREE CASES	43
NUISANCE PROPERTY	53

#19 new cases

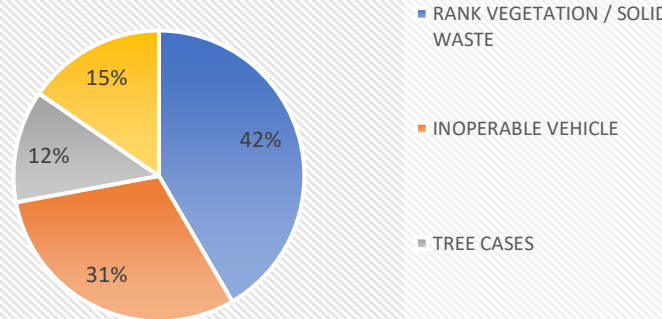
Building Permits & Inspections	Permits	Inspections
	68	134
Building	18	69
Electrical	15	19
Plumbing	7	19
Mechanical	7	8
Gas	4	19
Pool	-	
Roofing	6	
Fire System	-	
Sign	-	
Trades	11	
Manufactured Home		
Previous Month	74	104

inspections

Code Enforcement - Case Status



Code Enforcement - Case Type

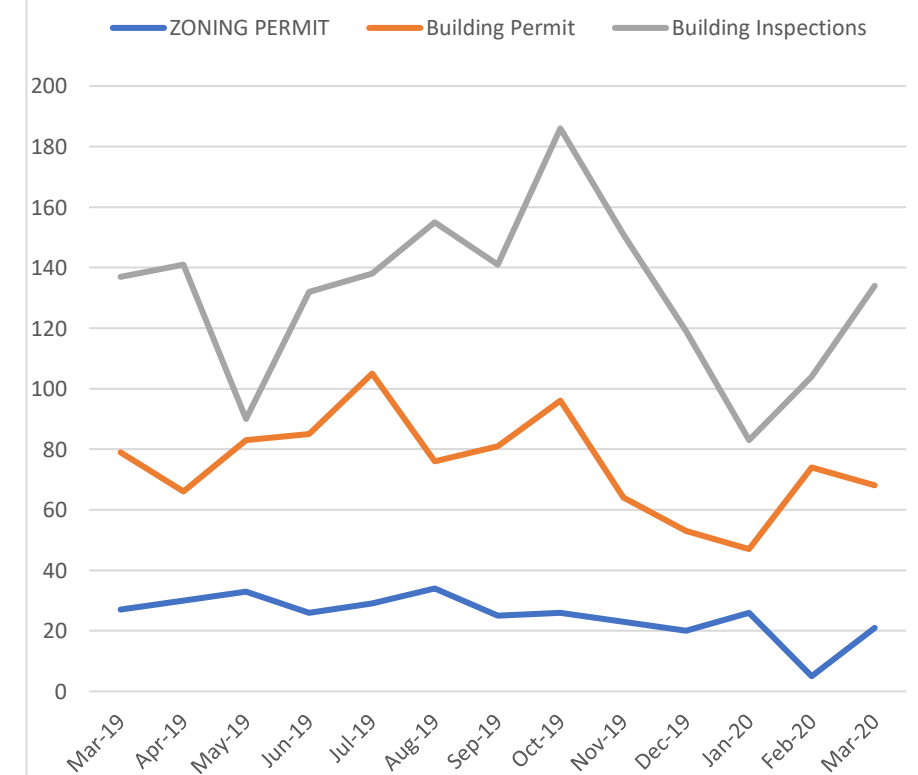


PERMIT TYPE	Mar-20
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	3
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	7
REZONING	
SPR	
SIGN PERMIT	1
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	
TEMPORARY ZONING	
TREE REMOVAL	8
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	2
TOTAL	21

PUBLIC WORKS NOTES

- 1) There were 14 new requests for service in March, 8 were drainage related. Staff has responded to all requests.
 - 2) Construction continued on the Pinckney Pavilion.
 - 3) Oceanview-Stonepost drainage project, Thomas and Hutton will be making a presentation at the May Drainage Committee meeting to explain their findings and plans to move forward.
 - 4) Lynnwood Drainage Rehabilitation Project: Eadie's construction began cleaning and camera work on the north outfall system and the City of Charleston is still pursuing clearing the easement along Simpkins Creek behind Landsdown so ditch grading can continue.
 - 5) Weston and Sampson continued work on updates to the stormwater ordinances.
 - 6) Highland Avenue drainage Project is in easement acquisition.
 - 7) Staff attended the quarterly meeting of SCASM in Columbia.
 - 8) The monthly stormwater managers meeting was held and included a review of progress with the changes to the stormwater ordinance.
 - 9) Staff met with Stantec at Shortwood Street to go over scope for a study of the Dellwood-Wood Haven drainage outfall.
- Staff cleaned 6 signs in March and installed 2 new STOP sign and 2 new street name signs. Staff filled 3 potholes with 7 bags of material.

PERMITS - 13 MONTH HISTORY



BONUM S. WILSON III, ESQ.
bwilson@wilsonheyward.com

E. JEANNETTE HEYWARD, ESQ.
jheyward@wilsonheyward.com



WILSON, HEYWARD & HORN
LLC

MARGARET FANNING HORN, ESQ.
mhorn@wilsonheyward.com

BRANDON T. REESER, ESQ.
breeser@wilsonheyward.com

March 24, 2020

Corky's Outdoor Power Equipment, LLC
1640 Camp, LLC
1640 Camp Road
Charleston, SC 2942

Re: Town of James Island
Easement 896 Folly
W&H File No: 105-005

To Danny O'Quinn or to whom it may concern:

In addition to David Bevon, we represent the Town of James Island regarding contractual and general legal matters.

As you may recall the previous Council authorized the expenditure of \$100,000 towards the easement purchase in October of 2019. We would expect a July 2020 deadline to be a reasonable amount of time to perform due diligence and close the property purchase, but regardless of your contracted dates with the County, the Town would need to consider a completely new request for funding in the event the \$100,000 is not actually spent, and an easement recorded by July 1, 2020. I realize the anticipated sale may take place, if at all, well before that date, but out of an abundance of caution regarding your expectation, thought formal notice was appropriate.

Therefore, on behalf of the Town we are providing notice regarding the inability of the Town to perform the Easement Agreement of February 10, 2020 [the Agreement] in the event the proposed closing with the County does not take place before July 1, 2020, which is the end of the fiscal year for which funding was provided.

With best regards, I remain,

Very truly yours,

WILSON & HEYWARD LLC

Bonum S. Wilson, III

BSWIII/wam

cc: Mayor Bill Woolsey
Ms. Ashley Kellahan

ALL MAIL
P.O. BOX 13177
CHARLESTON, SC
29422

PHYSICAL
924 FOLLY ROAD
CHARLESTON, SC
29412

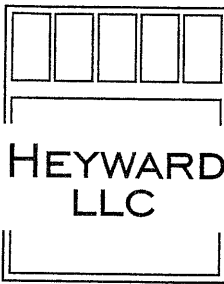
PHYSICAL
305 WALNUT ST., W.
SALLEY, SC
29137

PHONE / FAX
843.762.4567
843.762.2345

WEBSITE
WILSONHEYWARDHORN.COM

BONUM S. WILSON III, ESQ.
bwilson@wilsonheyward.com

E. JEANNETTE HEYWARD, ESQ.
jheyward@wilsonheyward.com



WILSON, HEYWARD & HORN
LLC

MARGARET FANNING HORN, ESQ.
mhorn@wilsonheyward.com

BRANDON T. REESER, ESQ.
breeser@wilsonheyward.com

March 27, 2020

Dominion Energy
Attn: Legal Department
220 Operation Way
Cayce, SC 29033

Re: Town of James Island
W&H File No: 105-005

Dear Sir or Madame:

We represent the Town of James Island with respect to contractual disputes and litigation.

Pursuant to review of the Tree Protection Agreement of September 9, 2019 between our clients (enclosed) and the letters from the Mayor of December 30, 2019 and January 24, 2020 (enclosed) as yet unresponded to, we have been requested to pursue certain remedies available to the Town.

In accord with the notice of the previous correspondence, the Town considers Dominion to be in breach of its duty pursuant to Section 2.6 to take the appropriate action to rehabilitate those trees damaged due to improper pruning techniques under ANSI A300 standards.

The Town of James Island will undertake rehabilitation of those trees it considers damaged by improper pruning techniques at the sole cost and expense of Dominion. Should Dominion desire to preview the scope of work, provide input, or better yet, undertake such rehabilitation, please respond to me or the Mayor at your earliest convenience.

At this moment in time the Agreement is not terminated, and all other available remedies to the Town remain intact.

With best regards, I remain,

Very truly yours,

WILSON & HEYWARD LLC

Bonum S. Wilson, III

BSWIII/wam

ALL MAIL
P.O. BOX 13177
CHARLESTON, SC
29422

PHYSICAL
924 FOLLY ROAD
CHARLESTON, SC
29412

PHYSICAL
305 WALNUT ST., W.
SALLEY, SC
29137

PHONE / FAX
843.762.4567
843.762.2345

WEBSITE
WILSONHEYWARDHORN.COM

Town of James Island

Bill Woolsey
Mayor



Council Members
Dan Boyles
Cynthia Mignano
Garrett Milliken
Darren Troy Mullinax

December 30, 2019

Dominion Energy
Attn: Legal Department
220 Operation Way
Cayce, South Carolina 29033

RE: Tree Protection Agreement

At the end of November, the Town enlisted the advice of Master Certified Arborist Chris Gerards to begin implementing the requirements set forth in our executed Tree Protection Agreement. We've been very pleased with the availability and cooperation your staff have showed Chris and the Town.

However, many concerns have been raised by Mr. Gerards regarding the trimming techniques employed by Dominion's hired contractor Lewis Tree Service. It is our assertion that the work being done does not live up to ANSI 300 standards.

As such, the Town needs to enforce Article 2.6 of our agreement, ***Rehabilitation of Damaged Trees***. The Town needs to coordinate with Dominion on revisiting specific areas of trimming that have occurred since our agreement was enacted on September 9, 2019. The Town would also like to coordinate a workshop with the crews at Lewis Tree Service so that we can feel certain the proper pruning techniques have been adequately relayed to the crews in the field.

Thank you for your prompt attention.

Respectfully,

Bill Woolsey, Mayor

cc: Ashley Kellahan, Town Administrator
Dominion Energy, Government Affairs

www.JamesIslandSC.us

Town of James Island

Bill Woolsey
Mayor



Council Members
Dan Boyles
Cynthia Mignano
Garrett Milliken
Darren Troy Mullinax

January 24, 2020

Dominion Energy
Attn: Legal Department
220 Operation Way
Cayce, South Carolina 29033

RE: Tree Protection Agreement - Rehabilitation of Damaged Trees

As a follow-up to my letter dated December 30, 2019 regarding the coordination of rehabilitating damaged trees pursuant to our agreement, the Town Arborist has conducted a survey of Dominion's work. The work was limited to tree trimming that began following our executed agreement that took effect on Sept. 9th, 2019.

I have attached the arborists' first list of trees that did not meet ANSI 300 standards. As you can see, it is a significant number of trees. We asked him to go out with our Planning and Public Works Director to inspect this list and see which ones are the most critical for rehabilitation. It's important to the Town that the grand trees along our roadways are pruned properly to protect their long-term health. Attached is the second list of trees we are requesting Dominion revisit with Lewis Tree and our arborist to correct. These trees are a priority, and we would appreciate your attention to these areas prior to any further pruning efforts on James Island.

Thank you for your prompt attention.

Respectfully,

Bill Woolsey, Mayor

cc: Ashley Kellahan, Town Administrator
Dominion Energy, Government Affairs

www.JamesIslandSC.us



Jennifer Hightower
Economic Development & Local Government Manager
2392 W. Aviation Avenue
North Charleston, SC 29406
jennifer.hightower@dominionenergy.com
Office: 843-576-8661 / Mobile: 843-214-0085

Ms. Ashley Kellahan, Administrator
Town of James Island
1122 Dills Bluff Road
James Island, South Carolina 29414

April 3, 2020

RE: Town of James Island Tree Protection Agreement - Pruning Communication, April 2020

Dear Ms. Kellahan,

In accordance with our Tree Protection Agreement, our utility pruning project updates are as follows:

3.2.1 Company Designee Contact Information (same as previous)

- Mark Branham: 843.576.8280, mark.branham@dominionenergy.com
- Clay Chaplin: 843.576.8212, clay.chaplin@dominionenergy.com

3.2.2 Dates of Notification

- Please remember our projects are trimmed by sections and not all property owners will receive notification at the same time
- Notification will be via postcard or email depending on the customer's communication preference

2019 Project

- Section E: Notification sent on November 21, 2019 to property owners, work is in progress; see attached, "James Island Project L19 Section E"
- Section F: Notification sent on January 8, 2020 to property owners, work is in progress; see attached, "James Island Project L19 Section F"

2020 Project

- Section A: Notification sent on January 8, 2020 to property owners, work is in progress; see attached, "James Island Project F33 Section A"
- Section B: Notification sent on March 3, 2020 to property owners; see attached, "James Island F33 Section B"
- Section J: Notification sent on April 1, 2020 to property owners; see attached, "James Island F33 Section J"

3.2.3 Dates of Press Releases

- January 6, 2020 – media advisory re: Public Workshop on 1/8/2020

3.2.4 Resident Communication

- Example postcard notification is attached, titled "SCEG – RT postcard notification"

3.2.5 Smaller Map for Pruning in Specific Locations

- 2019 Project Map Section L19: see attached, "L19-James_Island"
 - Section E Map: see attached, "James Island Project L19 Section E"
 - Section F Map: see attached, "James Island Project L19 Section F"



- 2020 Project Map Section F33: see attached, "F33-James_Island"
 - Town of James Island municipal boundary map: see attached, "2020_Municipality_Maps_Town of James Island"
 - Section A Map: see attached, "James Island Project F33 Section A"
 - Section B Map: see attached, "James Island Project F33 Section B"
 - Section J Map: see attached, "James Island Project F33 Section J"

3.2.6 Approximate Timeframes

- 2019 Project: James Island (general) – commenced July 8, 2019, expected completion April 2020
- 2020 Project: James Island (general) – commenced Feb. 3, 2020, expected completion end of year

3.2.7 Dates of Public Meetings

- January 8, 2020; Public Workshop at James Island Town Hall to review 2020 trimming project

Please contact us with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "JH", written over a light blue circular stamp.

Jennifer Hightower

cc: Mark Branham & Clay Chaplin

Ashley Kellahan

From: chris gerards <chriscmgerards@gmail.com>
Sent: Friday, April 3, 2020 8:31 AM
To: Ashley Kellahan; Mark Johnson
Subject: Tree inspection report for the week of 3/31/2020
Attachments: James Island tree mitigation list #2.xlsx; Town of James Island invoice # 432020.pdf

Good morning Ashley,

This week I had in-field meetings with the supervisors of Lewis Tree, addressing proper pruning techniques. I inspected the work done by the 2020 crews in Pinckney park. I added a tree to the tree mitigation list and found some improper cuts but overall, the work was acceptable.

My instructional video was distributed to the crews for review.

I have an appointment Monday with Gary Plotner; he is a trainer for Lewis Tree.

I expect to have a meeting with the Lewis tree supervisors to discuss tree pruning.

I am including the updated tree list and my invoice.

Thanks!

--

Chris CM Gerards

BCMA #SO-1165BM

LegacyTrees www.plantyourlegacytree.com

www.thetrilliontreeinitiative.com

Happiness through Trees:

Chris Gerards at TedXCreativeCoast; <https://www.youtube.com/watch?v=WSniDCSeJM0>

PO Box 275

Ridgeville, SC 29472

EADIE'S INDUSTRIAL, INC.

VACUUM ~ WATER BLASTING

Office (843) 821-9222

Fax (843) 821-9262

March 23, 2020

Contract

THIS CONTRACT is made and will go in effect as of the **23th day of March, 2020** between **Eadie's Industrial Services Inc. (contractor)**, a corporation incorporated under the laws of South Carolina and having its principal place of business at 147 Vacuum Ln. Ridgeville, SC; and **Town of James Island Public Works Dept. (client)** 1122 Dills Bluff Road, James Island, S.C. 29412

Town of James Island Public Works Dept.
1122 Dills Bluff Road, James Island, S.C. 29412

Project Contact:

Mark Johnson
Public Works Director
843-795-4141 (Office)
Mjohnson@jamesislandsc.us

Project Address:

Lynwood Subdivision,
James Island, SC, 29412

Project Start Date: March 16, 2020

Eadie's Industrial, Inc. is pleased to provide you with a **Contract** to provide trained personnel and all necessary equipment to complete the following scope of work:

Project Scope – Hydro-Clean, Vacuum Sediment, and Camera Storm Drain System in Lynwood Subdivision which includes approximately 1948' of storm drain piping ranging in size from 30" to 42" RCP.

***30" Rcp approximately 420 ft.**

***36" Rcp approximately 507 ft.**

***42" Rcp approximately 1021ft.**

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- *15 sections of piping.**
- *16 boxes and grate inlets.**

Note: The system is located in Lynwood subdivision and runs from Kingswood drive to Anderson Ave. Debris blocking boxes and right of ways is to be removed by client before work begins.

Eadie's will provide the following:

- (1) Combo Jet-Vac Truck with (1) Supervisor, (1) Certified Operator & (2) Technicians - \$390.00 hr.
- (2) Support truck and trailer - \$175.00 per day.
- (3) IBAK Camera Truck. Nationally Certified Operator and Nationally Certified Technician- \$285.00 hr.
- (4) Debris hauled off-site at \$485.00 a load.

NOTE: Eadie's Ind. Will charge time and materials.

Eadie's Ind. Minimum charge is \$1500.00

Eadie's Ind. Did not include traffic control due to location.

Progress: As of this date Eadie's Ind. has cleaned approx. 1450 ft of piping and 15 boxes. At this point we are working from Kentwood towards Arborwood. We have also excavated and exposed 6 extra junction boxes which have to be cleaned as we go. On the 436 ft. run by Fort Johnson Church we have a box that is buried approx. 1.5 ft under a tree root system that will have to be cleaned after it is excavated and exposed. These extra boxes will also take extra time filming the system.

Note: When junction boxes are found on the right of ways behind the houses it requires running vacuum lines to each box for cleaning which results in added time.

Note: We are having to work around the tides which will affect the days that we can be productive.

Change Order: We are requesting (24) hours of combo jet vac work with a support truck and trailer. Also requesting (8) hours of camera work and (3) loads of debris added to our scope.

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Estimate: \$13,620.00

Terms & Conditions:

1. Contractor will work 8 hr. days and perform work Monday – Friday and include a 30-minute lunch. Client will not be charged for lunch. Start and stop times will have to be adjusted around the tide table.
2. Contractor will obtain Water from a nearby Fire Hydrant
3. Contractor will dispose of all Material off site as specified in pricing.
4. Client will provide Contractor with adequate access to site
5. There is a 4hr minimum charge for all jobs each day
6. Terms are NET 15 days from the date of the invoice.

INTEREST ON LATE PAYMENTS. Late payments shall draw interest at the rate of 1.5% per month from the due date. Accrued interest is immediately due and payable and interest shall accrue on unpaid at the rate of 1.5% per month until paid in full. Interest will accrue on any judgment obtained by Eadie’s Industrial, Inc. for payment and interest due at the rate of 18% per annum. Any payments received shall be applied first to the reduction of interest then to principal.

ATTORNEY FEE AND COSTS. Purchaser will pay all costs and expenses incurred by Eadie’s Industrial, Inc. in collecting any unpaid past due amounts from Purchaser hereunder, to include but not limited to court costs, all other expenses, incurred by Eadie’s Industrial, Inc. in litigation, and a reasonable attorney fee. The aggregate amount of all fees and expenses for which Eadie’s Industrial, Inc. is entitled to reimbursement shall be added to, and become a part of any judgment entered against Purchaser and in favor of Eadie’s Industrial, Inc.

If you agree to this **Contract** please initial each page, date, print the company you represent, the title you hold within that company, provide your signature, and your printed name below.

CONTRACT CLIENT (James Island Public Works Dept.)



U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

March 6, 2020

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mrs. Elizabeth Melton, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project:
4346-0017-R James Island- Becker Acquisition Project
Approval-Corrected

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for \$563,840 with a Federal share of \$422,880 and a non-federal share of \$140,960. Financial approval documents for the award are enclosed for your records.

The following is the approved Scope of Work (SOW) for the above referenced project:

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

PROPERTY ADDRESS
670 N. Stiles Dr, James Island, SC 29412

In accordance with 44 CFR 80.19 (d) Monitoring and reporting. Every three (3) years the sub-recipient through the Recipient, shall submit to the FEMA Regional Administrator a report certifying that the subgrantee has inspected the property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of 44 CFR Part 80, the property conveyance and the grant award.

FEMA will not establish activity completion timeframes for individual sub-awards. Recipients are responsible for ensuring that all approved activities are completed by the end of the award's period of performance (POP). The DR-4346 POP ends no later than October 16, 2021. The State must submit all financial, performance, and other reports required as a condition of the award prior to January 14, 2021. This project must adhere to all HMGP program regulations, guidance, and policy, including the following conditions:

Environmental Conditions

- NHPA: If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the South Carolina State Archaeologist and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with South Carolina Statutes, Section 70-29.
- NHPA: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
- CZMA: The subgrantee is responsible for obtaining any required SCDHEC-OCRM Coastal Zone Management permits/waivers. Compliance with the requirements constitutes compliance with SC CZC. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- RCRA: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- RCRA: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.
- EO 11988: Applicant must obtain floodplain permit or concurrence, as required by the applicable local floodplain ordinance, from the local floodplain administrator before work begins.
- E.O. 11988: The proposed project is located in a floodplain area; therefore, a floodplain construction permit is required for the property undergoing reconstruction and elevation. A copy of the correspondence must be forwarded to FEMA upon closeout. There will be no staging of equipment in the floodplain areas.
- EO 11988: The Subgrantee must obtain floodplain permit or approval from the local floodplain administrator before work begins. A copy of the permit or correspondence must be submitted to FEMA upon closeout.
- EO 11990: All construction activities must occur within the existing footprint of the property. There will be no staging of equipment in the areas designated as wetlands. At closeout provide a copy of USACE correspondence; either a permit or letter/e-mail that no permit is required for work conducted in or near wetlands prior to construction activities.

- EO 11990: Construction activities and equipment storage and staging activities are not to be located in or impact any adjacent wetlands.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

To close this project, the Governor's Authorized Representative (GAR) shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Recipient's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement, and this approval letter. A copy of the Recipient's final site inspection report must be included with the project closeout request. This report will contain, at minimum, all the data fields required for our HMGP final site inspection reports. The Recipient will ensure that all documentation necessary to close the project in NEMIS's Property Site Inventory is also provided in the close-out request letter.

The State HMGP Administrative Plan defines the procedure whereby the GAR may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the sub-recipient's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved award conditions.

Additionally, citizenship verification forms must be submitted with the project closeout request. Only property owners that have verified they are nationals or qualified aliens of the United States may receive the pre-event value for their homes.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP sub-award's SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (Recipient) must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per 2 CFR Part 200's Uniform Administrative Requirements:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional federal funds.
- A change in the SOW must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Any extensions of the award POP must be submitted to FEMA 60 days prior to the POP's expiration date.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Payment Management System** on sub-account number **4346DRSCP00000175**.

If you have any questions, please contact Kenya Grant, of my staff at (770) 220-8893.

Sincerely,

A handwritten signature in blue ink that reads "Richard S. Flood". The signature is written in a cursive style.

Richard S. Flood, CFM, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4346	17 -R	1	24	1		SC	Statewide

Subrecipient: James Island (Centerville)

Project Title : James Island - Becker Acquisition

Subrecipient FIPS Code: 019-36430

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$422,880.00		\$422,880.00	\$422,880.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$422,880.00	\$0.00	\$422,880.00			2020

Comments

Date: 03/10/2020 User Id: KGRANT15

Comment: 4346-0017- James Island Becker-Acquisition; 422,880.00 POP 10/16/21

Authorization

Preparer Name: KENYA GRANT

Preparation Date: 03/10/2020

HMO Authorization Name:

HMO Authorization Date: 00/00/0000



MURRAY TREE CARE

Building Relationships One Tree at a Time

734 Sterling Drive, Charleston, SC 29412

843.224.9578

tony@murraytreecare.com

www.murraytreecare.com

March 3, 2020

Town of James Island
Attn. Mr. Mark Johnson
1318 Ptarmisan Dr
Charleston, SC

I am submitting a proposal for the tree work on the above property.

Start date: To Be Determined

Number of men performing work: 3-6

Special equipment that may be onsite: bucket truck, chip truck.

Typical work hours: 8am-4:30pm

Onsite contact person: Tony Zerega, 843-224-9578

Remove one Pine tree located front of property.
Remove all resulting debris.

Murray Tree Care Proposal cost: \$ 2,175.00

Thank you very much for allowing me to participate in the bidding process for this project. I look forward to hearing from you.

Sincerely,
Tony Zerega

Tony Zerega, Owner
Murray Tree Care
734 Sterling Drive
Charleston, SC 29412



Town of James Island

Memo

To: Mayor and Town Council
From: Ashley Kellahan, TA
Date: April 7, 2020
Re: 1248 Camp Rd. – Old Library Lease Amendment

- At December's TC mtg, Council approved the plan for the space, which is called the James Island Arts & Cultural Center.
- TC included a contingency which included extending its current lease agreement to a suitable length of time so the Town could realize the benefits of its investments.
- On Jan. 15th following a request sent by the Town, the Town received a response from Charleston County approving the use for the space.
- On March 24th following a request sent by the Town, the Town received an amendment to the library lease. Original Lease and Amended lease included in packet.
- The Lease amendment extends the lease to five years, with an option to renew for another 5 years for a total of 10 years.
- Concerns over the budget to improve the space have been raised. In discussions with the design firm, we have reviewed the budget and reduced it significantly by \$110k to \$222k. Reductions include pushing items to further phases such as the exterior painting, and reducing the budget for items such as furniture, casework and art gallery partitions.
- Concerns have been raised about the HVAC system and the cost of an upgrade. The reason for the upgrade proposed for phase 2 is to meet building code requirements associated with major structural changes included in phase 2--adding or removing walls. While the HVAC system is 25 years old and might need major repairs or replacement in the future, these costs are not required to allow utilization of the building after phase 1 repairs.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**FIRST AMENDMENT
INTERGOVERNMENTAL
AGREEMENT AMENDMENT**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (the "Agreement") entered into this ____ day of _____, 2020, between Charleston County, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (the "County" or the "Landlord") and The Town of James Island, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter the "Town" or "Tenant") ("Party" as to each; collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated May 28, 2019, (the "Agreement"), whereby the County leased to the Town approximately 6,306 gross square feet of space (the "Building"), on approximately 0.49 acres (the "Land") and further identified as 1248 Camp Road, Charleston, South Carolina with tax map parcel number 425-12-00-232 (the "Property"); and

WHEREAS, the initial term of the Agreement was for a one (1) year period, that commenced on January 12, 2020 , with the option to renew for two, additional one (1) year periods; and

WHEREAS, the Parties now wish to further amend the Agreement to amend the term of the lease to a five (5) year term with one option to renew for an additional five (5) year term.

NOW, THEREFORE, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-reference recitals are incorporated into this Agreement herein by reference, it is agreed by and between the Parties as follows:

ITEM ONE: Section I (B): Term of Lease is amended to read as follows:

The term of this Agreement shall be for a Five (5) year period and commencing on April 1, 2020 and shall end Five (5) years thereafter.

Town shall have One (1) option to renew the term for an additional Five (5) year period. The Town shall provide the County notice in writing of the intent to exercise the option to extend or to end the lease within Ninety (90) days of the current lease end date.

ITEM TWO:

All other terms and conditions of the original Agreement, shall continue in full force and effect unless amended by the Parties, or earlier terminated.

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Amendment to the Lease Agreement, in duplicate at Charleston, South Carolina

WITNESSESS:

COUNTY:
COUNTY OF CHARLESTON

BY: _____

J. Elliott Summey

ITS: Chairman of County Council

Date: _____

TOWN:
THE TOWN OF JAMES ISLAND

BY: _____

Bill Woolsey

ITS: Mayor

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CHARLESTON COUNTY AND
THE TOWN OF JAMES ISLAND**

28th THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into this day of *May*, 2019, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (the "County" or "Landlord"), and the TOWN OF JAMES ISLAND, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter the "Town" or "Tenant") ("Party" as to each; collectively the "Parties").

WITNESSETH:

WHEREAS, the County owns certain real property located at 1248 Camp Road, Charleston, South Carolina, with a building containing approximately 6,306 gross square feet total (the "Building"), on 0.49 Acres (the "Land"), and further identified by the County as tax map parcel number 425-12-00-232 (the "Property"); and

WHEREAS, the Property is currently used by the County as a public library; and

WHEREAS, the Building shall be vacated within 30 days of the opening of the new James Island Library on Grimball Road, Charleston, South Carolina; and

WHEREAS, the Parties agree to enter into this Agreement for the Landlord to Lease to the Tenant the Property commonly known as Camp Road Library located at 1248 Camp Road, Charleston, South Carolina upon the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound and hereby incorporating the above-referenced recitals as part of the terms of this Agreement, agree as follows:

SECTION I: Lease Agreement

A. LEASED PREMISES

The County leases to the Town, and the Town leases from the County for the term and upon the covenants and agreements set forth below, certain premises located at 1248 Camp Road, Charleston, South Carolina, County of Charleston, as more fully described as follows:

Approximately 6,306 square feet of the Building located at 1248 Camp Road, Charleston, South Carolina, TMS 425-12-00-232 ("Leased Premises"). See the attached drawing for a description of the Building and Leased Premises ("Exhibit A") attached hereto and made part of this Agreement.

B. TERM OF LEASE

The term of this Agreement shall be for a One (1) year period and shall become effective and commence 30 days after the opening of the new James Island Library on Grimball Road and shall end One (1) year thereafter.

Tenant shall have Two (2) options to renew the term each for an additional One (1) year period. The Tenant shall provide the Landlord notice in writing of the intent to exercise the option to extend or to end the lease within Ninety (90) days of the current lease end date.

See Exhibit B for Commencement Agreement to be executed after the new library on Grimball Road has opened and prior to the tenant taking possession of the premises.

C. RENT

The Town shall pay the County One (\$1.00) Dollar.

SECTION II: Accepted Condition

A. BUILDING AND LAND CONDITION

The Town agrees to accept the building and land in "AS IS" condition. The County makes no representation as to the current condition of the Building, building equipment, parking conditions, and/or Land.

SECTION III: Covenants and Conditions of Lease

This Agreement is made on the following covenants and conditions, which are expressly agreed to by the Landlord and the Tenant:

A. AUTHORIZED USE:

The Tenant shall use the Leased Premises for the operation of an educational facility such as but not limited to; limited multi-media services that are fully funded by the Town, museum services, artistic and/or cultural space, visitor information service, or meeting room space for community related needs and related administrative duties. The Tenant agrees that prior to occupying the Leased premises the intended use shall be submitted to the Landlord in writing for approval prior to operating in the space. The Tenant agrees not to abandon or vacate the Leased Premises, not to use them for any reason other than normal Landlord approved educational facility activities and administrative purposes, and not to permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any law, ordinance, or regulation of any governmental body or authority applicable to the Leased Premises. Tenant shall not do or perform any act or omission that will increase the rate of insurance on the Leased Premises. Tenant will at no time obstruct access to or circulation on the property so as to interfere with use thereof by other tenants or authorized users.

Charleston County will not provide funding for operation or staffing of the public education facility regardless of its use.

The term "Library" shall not be used in the name of either the Building or its use nor included in any signage, literature, nor multi-media reference of the same.

B. TENANT ALTERATIONS:

Tenant shall not make, or suffer to be made, any alterations of the Leased Premises, or any part thereof, without the Landlord's prior written permission and consent. Any such alterations or improvements, and including but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by Landlord. Tenant may install at its expense and without the Landlord's permission trade fixtures, drapery, movable office partitions, furniture, equipment, and other personal property, and Tenant may remove the same at any time provided Tenant is not in default of this Agreement. Tenant expressly agrees that any damages caused by the Tenant to the Leased Premises, to include the hallways, doors, locks, windows, and ground will be paid for by Tenant within 15 days of written notice of such damage and the cost thereof to the Tenant. Tenant shall at all times keep the Leased Premises free and clear of any lien or encumbrance of any kind created by Tenant's acts under this paragraph or otherwise or by its omission.

C. TENANT'S MAINTENANCE, REPAIR AND EXPENSES:

The Tenant shall be responsible for all operating expenses including, but not limited to water and sewer, electricity, pest control, janitorial, heating and air conditioning, fire life safety systems, equipment or other equipment, which is dedicated to the exclusive use of the Property and any other services or cost incurred for use of the Leased Premises. Tenant shall have all utilities and other operational expenses placed in the Tenant's name and will pay them directly without Landlord involvement.

Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of the premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, acts of God expected. Tenant shall replace all broken glass in the demised premises except when such may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any and all damage, willful or otherwise to the premises, caused by it, its agents, invitees or clients.

D. LANDLORD'S MAINTENANCE, REPAIR AND EXPENSES:

Landlord agrees to make all repairs that become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs, after which Landlord will have a reasonable time to make such repairs. Landlord shall not be held liable for any damages to Tenant for failure to make such repairs unless due to Landlord's negligence. Landlord shall not be liable for any loss of income or business caused by such repairs. Landlord will not be responsible for performing any replacements and/or capital improvements to the Building exterior, roof, windows,

mechanical systems, fire life/safety systems and/or any equipment nor finishes needed to operate the Premises.

E. ENTRY BY LANDLORD AND USE OF PROPERTY:

The Landlord shall have the right to enter the Leased Premises for the purpose of inspection, posting notices, or supervising any necessary repairs and maintenance, with twenty-four (24) hours advance notice to the Tenant, unless an emergency exists, in which case the notice provision shall be waived.

F. ASSIGNMENT AND SUBLETTING:

Neither this Agreement nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant without the prior written consent of the Landlord.

G. WAIVER OF COVENANTS:

It is agreed that the waiving of any of the covenants of this Agreement by either Party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained. No forbearance by either Party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained. No forbearance by either Party to seek a remedy for any breach of this Agreement shall be deemed a waiver by such Party of its rights or remedies with respect to such breach.

H. DEFAULT BY TENANT:

This Agreement is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to wit: (A) any payment, installment of rent, additional rent, late fees, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for ten (10) days after demand therefore; or (b) there be any default on the part of the Tenant in the observance or performance of any of the other covenants, agreements, or conditions of this Agreement on the part of the Tenant to be kept and performed, and default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant (unless such default cannot be reasonably cured within thirty (30) days and Tenant continues to diligently pursue the curing of same); or (c) Tenant shall vacate or abandon the Leased Premises, then and in any case, Landlord at its option may terminate this Agreement and re-enter upon the Leased Premises and take possession of the Leased Premises.

I. INJURIES AND PROPERTY DAMAGE:

All persons and all property of every kind which may be in the Leased Premises during the term or any future extension shall be there at the sole risk of the Tenant, and the Tenant shall hold the Landlord harmless as set forth below, to include, without limitation, for injuries, loss, cost or death.

The Landlord and Tenant will each hold harmless the other party against any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with the use of the Property, including without limitation, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Parties' performance of the terms and conditions of this Agreement.

J. HOLDING OVER:

In case of Tenant holdover after the end of the term herein provided, such tenancy shall be on a month to month basis only and not a renewal hereof; subject, however, to every other term, covenant, and condition of this Agreement, provided that such holding over may be terminated at the discretion of the Landlord at any time without advance notice.

K. CONDEMNATION:

In the event any part of the Premises shall be taken or condemned at any time during the term hereof through the exercise of a power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Premises are not reasonably suitable for its use and occupation, Tenant may, by giving written notice to Landlord within sixty (60) days after such taking or condemnation, terminate this Agreement as of a date (to be set forth in notice) not earlier than thirty (30) days after such notice. If Tenant does not terminate this Agreement as provided above, the Agreement will remain in full force and effect. In the event of the taking or condemnation of all or any portion of the Leased Premises, Landlord and Tenant shall pursue the claims against the condemning or taking authority for the value of the property taken or condemned, Landlord shall receive from the condemnation award the value of its improvements, if any, so taken. Tenant shall not be entitled to receive any portion of the condemnation award.

L. INSURANCE:

The Tenant agrees to maintain comprehensive general liability insurance on the Leased Premises, in an amount no less than one million (\$1,000,000) dollars combined single limit, and Tenant shall name the County as an additional insured. Tenant shall furnish to the Landlord with the Certificate of Insurance noting the Endorsements upon execution of the Agreement.

Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvement and trade fixtures owned. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft or other casualty.

M. QUIET ENJOYMENT:

Landlord agrees that Tenant, keeping and performing the covenants, terms, or conditions of this Agreement, shall at all times during the term of this Agreement peaceably and quietly have, hold and enjoy the Leased Premises. Landlord does not warrant that the Leased Premises are completely

sound insulated, and Tenant understands that some reasonable amount of noise may develop outside the Leased Premises during the term of this Agreement.

N. NOTICES:

Any notice, demand or other instrument or written communication required or permitted to be given, served, made, or delivered hereunder should be sent by certified mail to:

Landlord:
Charleston County
Timothy Przybylowski, Director
Department of Facilities Management
Lonnie Hamilton, III Public Service
4045 Bridge View Drive, Suite B 217
North Charleston, SC 29405
843-202-6914

Tenant:
Town of James Island
Ashley R. Kellahan
Town Administrator
PO Box 12240
James Island, SC 29422
(843) 795-4141

O. SIGNS:

No signs of any type shall be installed any place on the exterior premises of the building without prior written approval and consent of Landlord.

P. SURRENDER OF PREMISES:

Tenant agrees to turn over all keys and to surrender the Leased Premises at the expiration, or sooner termination, of this Agreement, or any extensions thereof, in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Agreement, ordinary wear and tear excepted. Tenant shall remove all of its property and broom clean the Leased Premises. Tenant agrees to pay reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Leased Premises or the Property to the same condition as when delivered to Tenant.

Q. RIGHTS OF SUCCESSORS AND ASSIGNS:

The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the Parties hereto, their heirs, distributees, executors, administrators, legal representatives assigns, and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

R. TERMINATION:

It is further understood and agreed that this Agreement may be canceled for any reason by the Landlord or Tenant by giving sixty (60) days written notice to the non-terminating Party.

S. PERSONAL PROPERTY:

All personal property, merchandise, fixtures and equipment placed or moved in the Leased Premises shall be at the sole risk of the Tenant or the owners thereof, and Landlord shall not be liable to Tenant or owner for any damage, loss, or theft of personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

T. PARKING:

The Landlord makes no representation for any parking on the Leased Premises nor for parking permissions at the privately owned shopping center adjacent to the Leased Premises.

U. INGRESS AND EGRESS:

Tenant and its employees, customers, guests and invitees shall have full and unrestricted rights of access, ingress and egress with respect to the Leased Premises together with all the facilities, rights and privileges herein granted, and have full power and authority to enter into this Agreement in respect thereof and covenants that upon performance of the agreements on the part of Tenant to be performed hereunder, Tenant shall enjoy the Leased Premises and facilities, rights and privileges.

V. GOVERNING LAW:

The laws of South Carolina shall govern this Agreement. In any litigation arising under this Agreement, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit in Charleston, South Carolina.

W. SEVERANCE:

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

X. NON-DISTURBANCE/INTERRUPTION: Landlord shall give Tenant thirty (30) days written notice of any repairs to be performed by Landlord and/or on Landlord's behalf on or around the Leased Premises, including anything disruptive to Tenant's daily operations.

Y. ENTIRE AGREEMENT:

This Agreement, when fully executed, shall supersede any and all prior and existing agreements between the Parties, either oral or in writing, and contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement must be made in writing.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed the day and year first above written.

WITNESSES:

K. Blume
K. Salisbury

James W. Simmons
Skellal

LANDLORD:

County of Charleston

By: J. Elliott Summey
J. Elliott Summey

Its: Chairman of County Council

Date: 5/28/19

TENANT:

Town of James Island

BY: Bill Woolsey
Bill Woolsey

ITS: Mayor

Date: 5/20/2019

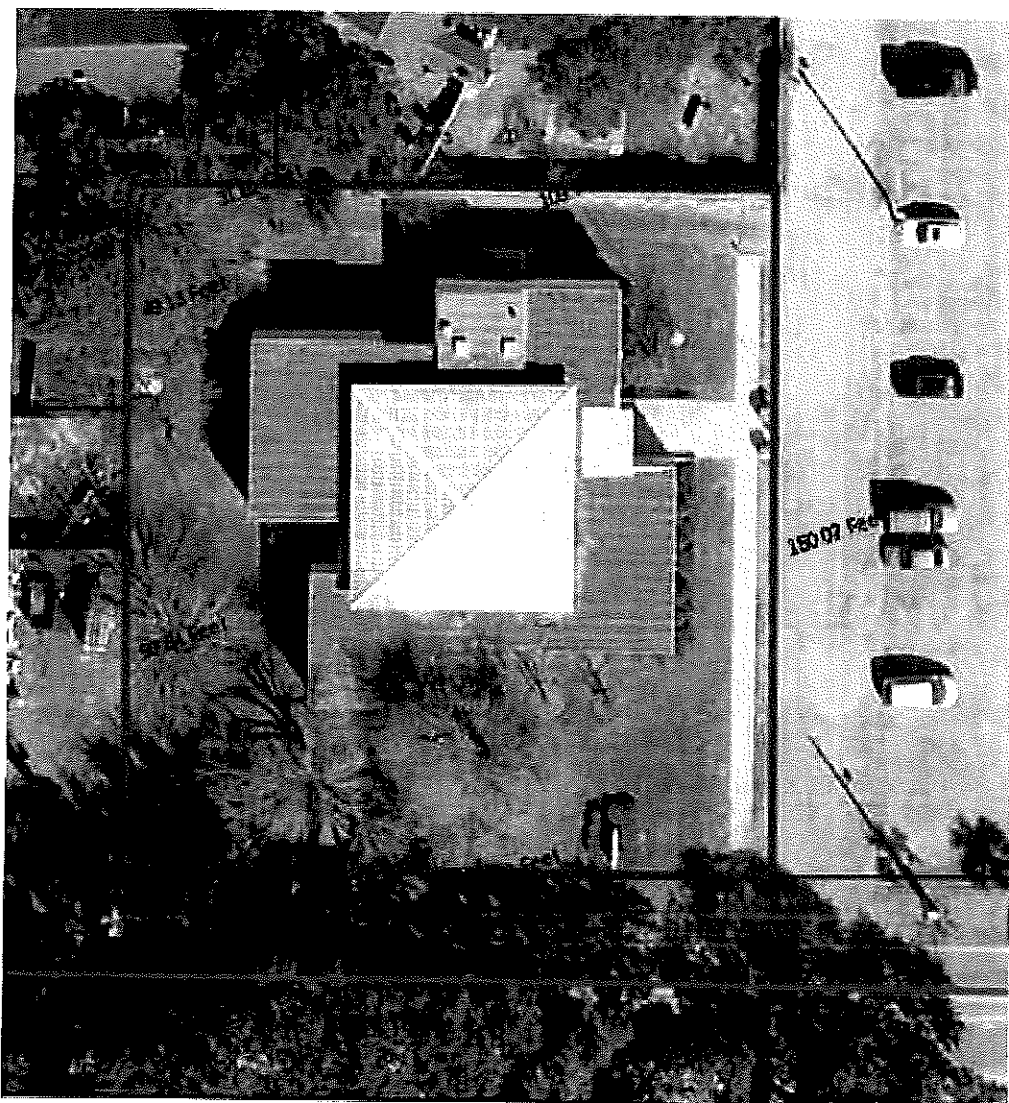


EXHIBIT "A"

1248 Camp Road
6306 sq. ft.

TMS # 425-12-00-232

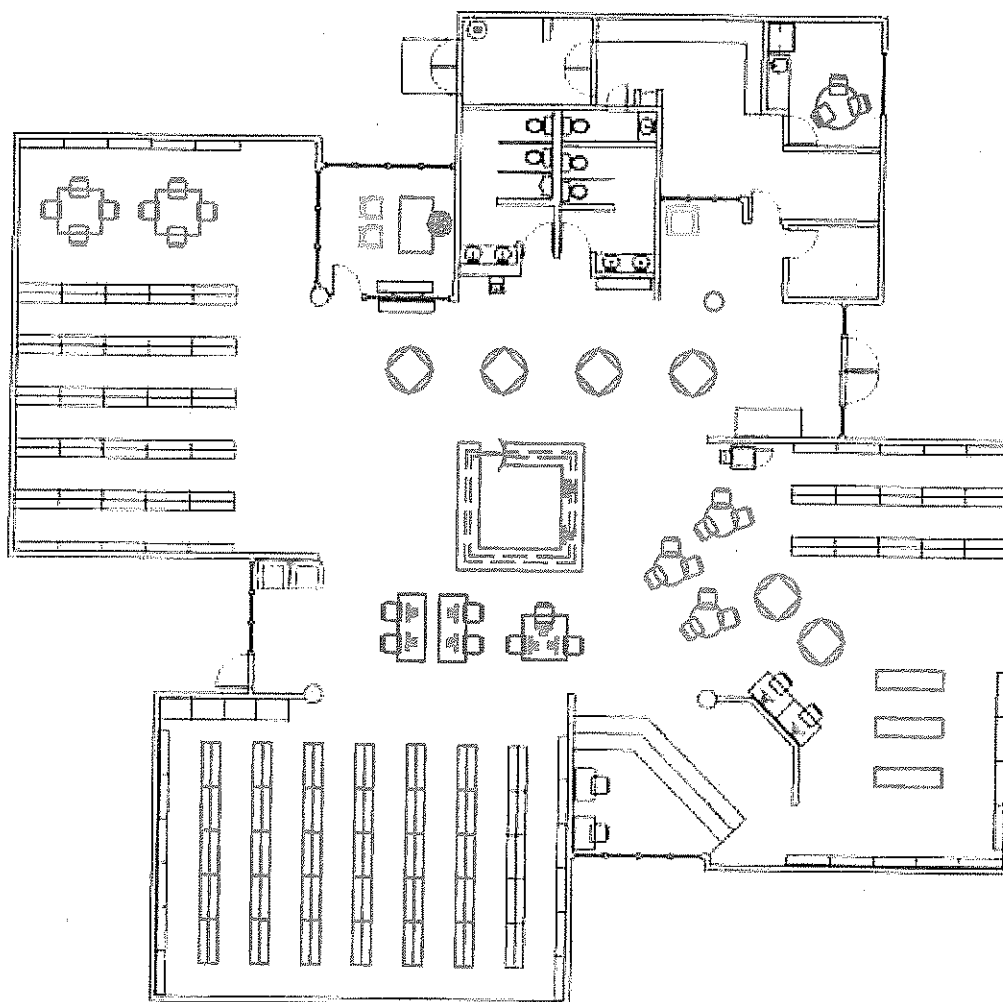


EXHIBIT "A"

1248 Camp Road
6306 sq. ft.

TMS # 425-12-00-232

EXHIBIT B

COMMENCEMENT AGREEMENT

Attached to and made part of the Intergovernmental Agreement dated _____, 2019, between Charleston County, as Landlord and Town of James Island as Tenant.

As of this _____ day of 20____, Landlord and Tenant do hereby declare that:

1. The execution date of this of this Lease is _____.
2. The Commencement Date of this Lease is _____.
3. The Expiration Date is _____.
4. The Agreement is in full force and effect as of the date hereof. Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to such date. Tenant is accepting the premises in "AS IS" Condition. Any capitalized terms used herein but not defined shall have the same meaning as set forth in the Lease.

WITNESS/ATTEST:

By: _____

LANDLORD:

CHARLESTON COUNTY

By: _____

Name: _____

Title: _____

WITNESS/ATTEST:

By: 

TENANT:

TOWN OF JAMES ISLAND

By: Mays

Name: William Woolsey

Title: Mayor

William Woolsey

RESOLUTION #2020-07

A RESOLUTION IN SUPPORT OF A TEMPORARY SOLUTION TO ADDRESS THE POOR
CONDITION OF TALIAERRO AVENUE ON JAMES ISLAND

WHEREAS, Taliaferro Avenue is a residential street in the Clarks Point/Riverview subdivision in the Town of James Island with some 30 single family homes; and

WHEREAS, Taliaferro Avenue is a road located in the state's SCDOT roads network in addition to the Town of James Island roads network; and

WHEREAS, the residents of Taliaferro Avenue have long endured inadequate road conditions on their street, including potholes that must be regularly addressed, low-lying areas on the road, the formation of sink holes on the road, and regular extensive flooding on the road; and

WHEREAS, the Town of James Island has received many requests for repair and service from the residents of Taliaferro Avenue for several years; and

WHEREAS, the poor condition of Taliaferro Avenue has resulted in a safety hazard for its residents in addition to being a health hazard; resulting in a possible loss of property value and a loss of enjoyment of property; and

WHEREAS, the Town of James Island is seeking immediate assistance from SCDOT and our state elected officials to provide a temporary solution to the poor conditions on Taliaferro Avenue; and

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

1. The Town of James Island respectfully requests that our state elected officials assist the Town in seeking a temporary solution for the poor road conditions and flooding on Taliaferro Avenue.
2. The Town further requests that once a temporary fix is in place, that a long-term solution be addressed and funding prioritized for repairs.
3. The Town of James Island respectfully requests that the SCDOT waive its drivability requirement for this road and address immediately. This is due to the fact that this is a failed road that poses serious life safety concerns.
4. This Resolution shall become effective upon its adoption and approval.

Adopted this 16th day of April 2020

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

Exhibit A: Photos of Current State







ORDINANCE #E-04-2020

Town of James Island

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

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

Whereas, the South Carolina State Forester has imposed a ban for all counties, effective at Tuesday, April 7, 2020 to prohibit burning including, yard debris burns, forestry, wildlife or agricultural burns, and campfires and other types of recreational open burning; and

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

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

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

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

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

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

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

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

Done as an Emergency Ordinance and approved at a meeting duly assembled by no less than affirmative vote of two-thirds of the members of Council present, this 16th day of April 7, 2020

This Ordinance shall become effective upon ratification.

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: SECTION 153.093 (EXHIBIT A) FRC-O FOLLY ROAD CORRIDOR OVERLAY DISTRICT (PROHIBITING HOTELS OR MOTELS IN THE NORTH VILLAGE, SOUTH VILLAGE, NEIGHBORHOOD PRESERVATION, AND CONSERVATION AREAS, AND ADDING HOTELS OR MOTELS AS A USE REQUIRING SPECIAL EXCEPTION IN THE COMMERCIAL CORE AREA):

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has recommended that the Town of James Island Council adopt the proposed text amendments of the ZLDR as set forth in Section 153.093 herein; and

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

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

- (1). The proposed amendment corrects an error or inconsistency or meets the challenge of a changing condition; and
- (B). The proposed amendment is consistent with the adopted Town of James Island Comprehensive Plan and goals as stated in Section 153.005; and
- (C). The proposed amendment is to further the public welfare in any other regard specified by Town Council.

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

SECTION I. FINDINGS INCORPORATED

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

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

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

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 21st day of May 2020.

TOWN OF JAMES ISLAND COUNCIL

By: _____
Bill Woolsey
Mayor of the Town of James Island

ATTEST:

By: _____
Frances Simmons
Town Clerk of the Town of James Island

Public Hearing: May 21, 2020
First Reading: April 16, 2020
Second Reading: May 21, 2020

“EXHIBIT A”

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

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

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

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

*All Changes are **highlighted**

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

*Proposed redactions are indicated by ~~strikethrough~~

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

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

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

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

*All Changes are **highlighted**

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

*Proposed redactions are indicated by ~~strikethrough~~

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

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

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

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

*All Changes are **highlighted**

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

*Proposed redactions are indicated by ~~strikethrough~~

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

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

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

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

*All Changes are **highlighted**

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

*Proposed redactions are indicated by ~~strikethrough~~

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

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

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

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

*All Changes are **highlighted**

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

*Proposed redactions are indicated by ~~strikethrough~~

ORDINANCE 2020-04

AN ORDINANCE

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

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

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

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

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

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

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

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

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

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

SECTION I. FINDINGS INCORPORATED

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

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

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

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

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

TOWN OF JAMES ISLAND COUNCIL

By: _____

Bill Woolsey

Mayor of the Town of James Island

ATTEST:

By: _____

Frances Simmons

Town Clerk of the Town of James Island

Public Hearing: May 21, 2020

First Reading: April 16, 2020

Second Reading: May 21, 2020

Exhibit "A"

Recommended Amendment #1

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

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

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

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

*All Changes are highlighted

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

Recommended Amendment #2

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

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

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

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

*All Changes are highlighted

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

Recommended Amendment #3

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

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

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

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

*All Changes are highlighted

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

Recommended Amendment #4

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

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

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

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

chapter), bar or lounge.

*All Changes are highlighted

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Recommended Amendment #5

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

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

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

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

*All Changes are highlighted

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

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

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

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

*All Changes are highlighted

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

ORDINANCE # 2020-05

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

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

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

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

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

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

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

First Reading: April 16, 2020

Second Reading: _____

Public Hearing: _____

Bill Woolsey, Mayor

ATTEST

Frances Simmons, Town Clerk
Town Clerk

REPORT

April 2020

TOWN OF

James Island

SOUTH CAROLINA

RECOMMENDED SUPPLEMENTAL
STORMWATER DESIGN STANDARDS



Town of James Island
South Carolina



1.0 INTRODUCTION

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

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

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

2.0 TOWN OF JAMES ISLAND REQUIREMENTS

2.1 Construction Activity Approval Process

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

3.0 STORMWATER QUANTITY CONTROL DESIGN STANDARDS

3.1 Rainfall and Design Storms

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

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

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

3.2 Single Family Residence (SFR) Design Standards

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

3.3 Redevelopment Design Standards

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

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

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

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

3.4 Runoff Reduction Requirements

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

Table 2: Runoff Reduction Practices

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

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

3.5 Site Grading Requirements

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

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

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

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

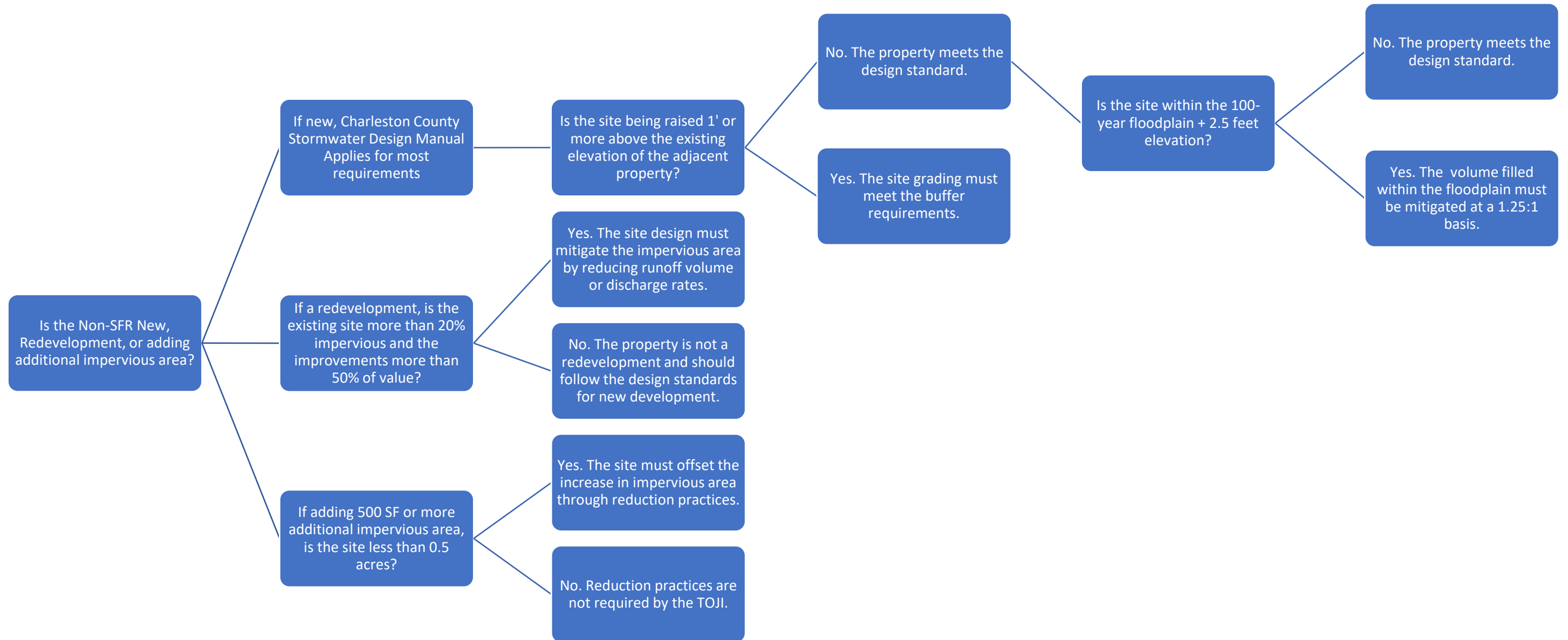
3.6 Soil Infiltration

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

3.7 Floodplain Storage

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

Non-SFR Stormwater Policies Design Decision Matrix



SFR Stormwater Policies Design Decision Matrix

