



AGENDA

Town of James Island, Regular Town Council Meeting
June 20, 2019; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

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

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

1. Opening Exercises
2. Presentation: VC3, Dustin Tucker, VCIO
3. Public Comment
4. Consent Agenda
 - a. Minutes: May 16, 2019 Regular Town Council Meeting
5. Information Reports
 - a. Finance Report
 - b. **Administrator's Report**
 - c. Public Works Report
 - d. Island Sheriffs' Patrol Report
6. Requests for Approval
 - **Renewal of IT Contract with VC3 for Managed Security and Installation of Modern Office Advantage Systems**
 - Request to Move July Town Council Meeting to July 25
 - **Traffic Calming Plan for Clearview/Eastwood**
 - **Drainage Improvements to Highland Avenue**
 - **Contract with JIPSD to Provide for Vehicle Maintenance**
7. Committee Reports
 - Land Use Committee
 - Environment and Beautification Committee
 - Children's Commission
 - Public Safety Committee
 - History Commission
 - **Final Draft of Guide to Historic James Island**
 - **Booklet Printing Quote**
 - Rethink Folly Road Committee Report
 - Drainage Committee
8. Proclamations and Resolutions
 - **Resolution #2019-12: Resolution Regarding the Installation and Maintenance of Street Signs**

- **Resolution #2019-13: Authorization to Purchase Brantley Park**

9. Ordinances up for Second/Final Reading: None

10. Ordinances up for First Reading:

- **Ordinance #2019-03: An Ordinance to Amend Chapter 70: Traffic Regulations**

11. New Business

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

13. Return to Regular Session

14. Adjournment

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. in Council Chambers, 1122 Dills Bluff Road, James Island, SC on Thursday, May 16, 2019. The following members of Council were present: Leonard Blank, Mayor Pro-Tem, Garrett Milliken, Joshua P. Stokes, Darren “Troy” Mullinax, and Mayor Bill Woolsey, presided. Also, Ashley Kellahan, Town Administrator, Bonum S. Wilson, Town Attorney, Merrell Roe, Finance Director, Mark Johnson, Public Works Director, Sergeant Shawn James, Island Sheriff’s Patrol, and Frances Simmons, Town Clerk.

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

Public Comments:

Debbie McCravy, 1054 Blue Marlin Dr., spoke about speed humps as being silent policemen. Her husband has ALS. She spoke about the negative impacts that EMS encounter in reaching people because their response time is slowed by speed humps and how driving over them affects her husband’s condition. She mentioned speaking to Mayor Woolsey about the new speed humps and asked him how many tickets were issued by police; he could not tell her how many but said speed humps would help to slow speeding and cut-thru traffic on Grand Concourse and Burnett. Mrs. McCravy talked about the cost of speed humps vs. real policemen issuing tickets. She said our government officials should not see speed humps as a tradeoff.

Julius Pettigrew, 1596 Ft. Johnson Rd., Mr. Pettigrew informed Council that he was supposed to meet his attorney here to talk about the road and asked to speak when his attorney arrives.

Consent Agenda:

- a. Minutes of April 25, 2019 Regular Town Council Meeting: Motion to approve was made by Councilman Stokes, seconded by Councilman Mullinax, and passed unanimously.

Information Reports:

- a. Finance Report: Finance Director, Merrell Roe, gave a brief overview of the LOST funds received for March, Repair Care, Tallwood Drainage and Capital Projects.
- b. Administrator Report: Town Administrator, Ashley Kellahan reviewed the Administrator’s report adding that the Pinckney Park Pavilion will go out to bid on next Tuesday (May 21). The James Island Intergovernmental Council meeting will be held on Wednesday, May 22 at 7:00 p.m. at Town Hall.
- c. Public Works Report: Public Works Director, Mark Johnson, reviewed the written report, adding that May 19-25 is National Public Works Week.
- d. Island Sheriffs’ Patrol Report: Sgt. James reviewed the monthly Island Sheriffs’ Patrol and Crime Statistic Reports. Sgt. James shared information about an upcoming TV program called “First Responders Live”. “First Responders Live” is featured in seven cities and Charleston/James Island is one of them. The program gives viewers a look into the day-to-day situations First Responders face and how they are handled. James Island is one of the places they want to see how this is being done. The program will feature Charleston County Sheriffs’ Deputies Martin, Miller, and Sgt. James, and airs June 12 on Fox.

Mayor Woolsey asked Sgt. James how many speeding tickets were issued in April and he said 58, and he is looking into complaints on Northshore and Harborview.

Requests for Approval:

Award of IDC's for Engineering Services: Mrs. Kellahan reported that the Town is seeking on-call professional engineering services from multi-disciplinary firms for drainage, pedestrian, and traffic, roadway, survey and geotechnical services. The contract would be for a period of three (3) years with an option to renew for an additional year. Eighteen (18) proposals were received and the Evaluation Committee recommends these five (5) firms: Davis & Floyd, JLA, Stantec, Thomas & Hutton and Weston & Sampson. Motion in favor was made by Councilman Stokes, seconded by Councilman Blank. Councilman Milliken asked whom the Evaluation Committee consisted of. Mrs. Kellahan replied, Mayor Woolsey, Mark Johnson, and her. Motion passed unanimously.

Repair of Drainage Box on Grand Concourse: Mrs. Kellahan reported that this request is coming before Council because it exceeds the \$10,000 threshold. Motion in favor was made by Councilman Milliken, seconded by Councilman Stokes. Councilman Blank received clarification there are three boxes. One needs to be replaced, the other is severely cracked, and the third has minor damage. Mrs. Kellahan said two are on Grand Concourse and the other on Birchdale. Motion passed unanimously.

IGA for Leasing 1248 Camp Road: Mrs. Kellahan presented the Intergovernmental Agreement between Charleston County and the Town for the leasing of 1248 Camp Road. Charleston County has approved it and the Town has 45 days to approve the MOU. Motion in favor was made by Councilman Blank, seconded by Councilman Mullinax. Motion passed unanimously.

Committee Reports:

Land Use Committee: Councilman Blank reported that next year is the time when the Comprehensive Plan is to be rewritten. He asked Council to forward recommendations that they have for changes to the Plan to Kristen Crane, Planning Director, for the Planning Commission to review.

Environment and Beautification Committee: Councilman Milliken reported that James Island Pride hosted a litter pick-up on May 20 collecting 33 bags of litter. He thanked the volunteers that participated. On the same day, the Helping Hands Committee, Chaired by Stan Kozikowski, with James Island Charter HS students cleaned seven (7) yards. Councilman Milliken said Helping Hands is a committee of volunteers that cleans individual's yards who are unable to do it themselves. Helping Hands needs volunteers. Please contact Stan, 860-847-0544. James Island Pride held elections tonight and voted for Amy Ball as Chairperson and Martin Williams as Vice-Chairperson.

Children's Commission: No report.

Public Safety Committee: Councilman Mullinax announced the next meeting on Thursday, May 23 at 7 p.m.

History Commission: Mrs. Kellahan reported that the History Commission met and worked on the history brochure. The draft brochure is 99% completed and the Commission hopes to wrap the project up by June.

Rethink Folly Road Committee Report: Mayor Woolsey reported that the next Rethink Folly Road Steering Committee would be held on June 12. Toole Design, the Program Manager for Rethink Folly Road, will be present at the meeting.

Drainage Committee: Councilman Stokes reported that the Drainage Committee met on May 8. Topics discussed were recent, past, current, and near future drainage projects by various municipal staff as well as an update on the Island-wide Drainage Study. The next meeting would be held on July 10 at 3 p.m. after the Stormwater Managers meeting.

Proclamations and Resolutions:

Resolution #2019-10: ISP Deputy of First Quarter, 2019: There was a brief recess for the arrival of Deputy Herman Martin, ISP Deputy of the First Quarter, who was working an accident. Motion in favor for approval of the Resolution was made by Councilman Stokes, seconded by Councilman Mullinax and passed unanimously. Upon Deputy Martin's arrival Mayor Woolsey read the Resolution and presented him with a check for \$50 and a Town Pin as a token of appreciation. Sergeant James complimented Deputy Martin for his hard work and service to the Island Sheriff's Patrol.

Resolution #2019-11: Project Requests for FY 2020 Charleston County CTC "C" Fund Projects: Mrs. Kellahan presented a Resolution to request CTC funds for the Dills Bluff Sidewalk to the Camp Road intersection. The estimated cost of the project is \$186,000; the Town's 50% match of \$93,000 is in the Capital Improvements Budget. Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax. Mrs. Kellahan gave explanation to Councilman Milliken about where the sidewalk would go. Motion passed unanimously.

Ordinances up for Second and Final Reading:

Ordinance #2019-01: Proposed Changes to Zoning and Land Use Development Regulations: Change to the Use Table creating a separate category for "Nonalcoholic Beverage Bars, including Coffee Shops and Smoothie Bars; Definition of "Nonalcoholic Beverage Bars"; Amend Standards for Bed & Breakfasts (from 5 to 3 rooms); add requirement to only allow one (1) car per guest room for Bed & Breakfasts. Motion in favor was made by Councilman Stokes, seconded by Councilman Blank and passed unanimously.

Ordinance #2019-02: Proposed Fiscal Year 2019-2020 Annual Budget: Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax and passed 4-1. Councilman Milliken voted no.

Ordinances up for First Reading: None

New Business: None

Executive Session: Not needed.

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:31 p.m.

Respectfully submitted,

Frances Simmons
Town Clerk

Town of James Island

% FY Complete 92%

Monthly Budget Report

Fiscal Year 2018-2019

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
GENERAL FUND REVENUE														
Accommodations Tax					6,533			4,456		7,582			18,571	10,000
Brokers & Insurance Tax						1,235				9,267	12,264		22,767	545,000
Building Permit Fees			655	2,026		1,923	891	770		1,613			7,878	15,000
Business Licenses	1,934	12,248	9,053	6,169	7,136	9,324	15,110	132,098	66,081	27,236	12,027		298,415	375,000
Contributions/Donations-Park														
Franchise Fees	157,858			4,533	46,600		1,792	47,381		30	37,732		295,926	390,000
Interest Income													-	
Alcohol Licenses -LOP													-	10,000
Local Assessment Fees						967				997			1,964	2,800
Local Option Sales Tax (rev)			37,448	35,717	33,843	64,776		33,787	71,126	31,785			308,481	375,000
Miscellaneous		110								14,800	88,509		103,419	1,000
Planning & Zoning Fees	1,973	628	647	860	937	843	754	1,271	1,325	1,197	1,235		11,670	12,500
State Aid to Subdivisions					65,074			65,057		65,057			195,187	263,946
Telecommunications									21,346				21,346	30,000
Transfer In from Property Tax Credit Fund													0	250,930
		12,985	47,803	49,305	160,123	79,068	18,547	284,820	160,875	158,568	151,766	Total	1,285,624	2,281,176
												% of Budget		56%

ADMINISTRATION

Salaries	19,997	30,184	19,911	20,057	19,874	25,737	29,566	20,147	20,110	19,703	20,110		245,397	267,930
Fringe Benefits	7,048	10,826	7,194	7,214	7,160	7,582	11,476	7,704	7,575	7,353	7,434		88,566	89,000
Copier	315	319	429	319	319	561	671	520	319		319		4,094	5,200
Supplies	(391)	1,591	3,280	465	499	206	389	526	592	108	716		7,979	12,000
Postage	596	1,600	55	546			796	16	39	246	600		4,493	6,000
Information Services	3,871	3,441	5,162	1,037	7,799	484	6,800	2,435	10,086	3,972	3,699		48,786	60,000
MASC Membership							5,341						5,341	5,500
Insurance		26,209				5,464		2,579					34,252	33,900
Legal Services		1,350	5,530	1,315	2,150	11,615	3,079	6,069	6,120	5,329	4,943		47,500	50,000
Town Codification					117				885	450	117		1,568	3,500
Advertising		608	119		96	426	130	288		44	636		2,347	5,000
Audit						14,000							14,000	14,000
Elections													-	
Mileage Reimbursement	27	27	30	28	27	52	27	27		54	27		326	800
Bonding			350				700		350		750		2,150	2,150
Employee Training / Screening		77					275						352	850
Dues and Subscriptions							190	666		99			955	1,500
Training & Travel	464	24			78			4			410		980	3,000
Employee Appreciation	50	51	85		50	84		82	61	74	112		648	500
Mobile Devices	152	55	121	296	297	73	103	131	131	73	131		1,564	2,300
Bank Charges	130	168	140	133	140	175	198	128	123	119	128		1,580	2,000
		76,532	42,406	31,410	38,606	66,459	59,741	41,321	46,392	37,624	40,130	Total	512,879	565,130
												% of Budget		91%

ELECTED OFFICIALS

Salaries	3,769	5,654	3,769	3,769	3,769	3,769	5,654	3,769	3,769	3,769	3,769		45,230	50,000
Fringe Benefits	2,313	3,470	2,313	2,313	2,313	2,286	3,650	2,378	2,378	2,378	2,378		28,171	32,000
Mayor Expense	60			60			200	60	55		567		1,001	2,000
Council Expense	60			60				60	110		137		427	4,000
Mobile Devices	209		104	80	81		104	94	94		94		859	2,100
		9,123	6,186	6,283	6,163	6,056	9,608	6,361	6,406	6,147	6,946	Total	75,689	90,100
												% of Budget		84%

GENERAL OPERATIONS

Salaries	22,195	37,854	25,284	25,266	24,226	28,165	37,543	25,522	24,305	24,109	24,243		298,712	341,100
Fringe Benefits	7,773	12,750	8,537	8,537	8,419	8,735	13,510	9,149	8,921	8,683	8,592		103,606	117,150
		50,604	33,821	33,803	32,645	36,900	51,053	34,672	33,226	32,792	32,835	Total	402,317	458,250
												% of Budget		88%

PLANNING

Supplies	362			22		190	65	75		29		743	600	
Advertising			211					64	44			319	1,500	
Mileage Reimbursement						130						130	200	
Dues and Subscriptions												-	325	
Training & Travel	70	110	132	25		75		425		17		854	1,800	
Mobile Devices	(64)	(59)	36	36	37	37	27	37	37	36		197	660	
Uniform / PPE								169	22			190	500	
Planning Commission		200		550	150	(90)		250				1,060	4,000	
Board of Zoning Appeals	200		500	170	200	220		250				1,540	4,000	
		613	668	992	409	167	422	352	1,020	102	82	Total	5,034	13,585
												% of Budget	37%	

BUILDING INSPECTION

Mileage Reimbursement										109		109	500	
Consulting								1,425				1,425		
Mobile Devices	55	55	55	55	55	55	55	55	55	55	55	605	660	
Supplies								486		77		564	500	
Equipment / Software												-	500	
Uniform / PPE								110				110	250	
Dues & Subscriptions						185		10		280		475	800	
Travel & Training								350		248		598	1,500	
		55	55	55	55	55	240	55	2,435	55	769	Total	3,884	4,710
												% of Budget	82%	

PUBLIC WORKS

Mileage Reimbursement			237									237	150
Training & Travel	524	238	30	690				200				1,682	1,925
Stormwater Expenss				311								311	
Projects	7,306	38,405	40,523	6,705	4,550	8,873	12,960	3,519	12,000	400		135,241	200,000
Mobile Devices	91	82	91	91	92	92	82	92	91	92	91	987	1,320
Traffic Control Devices			1,607						4,728	2,132		8,467	13,000
Uniform / PPE			599	49				332				980	600
Supplies	1,459	529	860	414	1,225	229	223	92	86	81	89	5,287	6,000
Emergency Management			13,742	3,054	33	17					289	17,135	18,000
Dues and Subscriptions													425
Groundskeeping	115	8,287	819	5,399	1,854	3,068	4,150	4,003	8,523	7,558	3,788	47,565	50,000
		16,728	54,391	52,028	10,648	7,956	13,329	12,752	24,458	6,788	Total	217,891	291,420
												% of Budget	75%

CODES & SAFETY

Mileage Reimbursement														-	100
Equipment		853												853	250
Radio Contract		342					684				342			1,368	1,400
Training														-	1,000
Supplies														-	250
Uniform / PPE										83				83	250
Other Security	3,048	68	2,814	2,962	129	82	2,823	90	170	85	90			12,361	12,500
Sheriff's Office Contract	8,678	22,855	14,698	17,800	18,125	19,123	23,175	12,950	12,050	11,938	12,475			173,865	231,500
Deputy Fringes	2,391	6,297	4,043	4,856	4,953	5,203	6,233	3,478	3,232	3,207	3,351			47,243	62,500
Unsafe Buildings Demolition														-	20,000
Overgrown Lot Clearing														-	1,500
Animal Control														-	500
Crime Watch Materials														-	250
Membership/Dues														-	250
	14,117	30,415	21,555	25,618	23,207	24,408	32,231	17,202	15,535	15,229	16,258	Total	235,774	332,250	
												% of Budget		71%	

PARKS & RECREATION

JIRC Contribution				1,709										1,709	7,500
Parks		10,995					3,208	1,070						15,273	15,000
Special Events	38	1,813	3,195	422	1,637	964	26		605					8,698	15,000
Youth Sports Program				5,525										5,525	13,250
		12,808	3,195	7,655	1,637	964	3,234	1,070	605	-	-	Total	31,205	50,750	
												% of Budget		61%	

FACILITIES & EQUIPMENT

Utilities	1,170	2,452	3,573	5,150	366	3,743	786	1,684	1,713	1,648	2,115			24,401	25,000
Rent	7,226	7,226												14,452	-
Security Monitoring			76	76	76	76	228		76		76			684	1,000
Janitorial	440	625	550	625	587	587	550		1,260	587	587			6,398	7,500
Equipment / Furniture	296	1,681	1,978	1,338	394	388	627	505	392	296	296			8,191	7,900
Facilities Maintenance	7	148	119	75	450	150	200	935	109	295	9			2,496	3,000
Vehicle Maintenance Expense	252	335	682	369	237	279	220	216	249	1,600	311			4,748	6,000
Generator Maintenance	1,988		822											2,810	2,810
Street Lights	10,367	10,361	10,379	10,665	10,680	10,674	10,674	10,674	10,347	10,347	10,347			115,516	126,227
	21,746	22,827	18,179	18,298	12,791	15,897	13,286	14,014	14,145	14,773	13,740	Total	179,697	179,437	
												% of Budget		100%	

COMMUNITY SERVICES

Repair Care Program	-	-	7,000					13,284	8,490	2,900				31,674	32,000
Teen Cert Program															500
Business Development Council															500
History Commission				1,000										1,000	1,540
Neighborhood Council	293	475					201							969	1,500
James Island Arts	3,200													3,200	3,500
Children's Commission				741	171	390		425	755	683	200			3,364	3,200
Community Service Contributions	-	-			20,000									20,000	20,000
					20,171	591		13,709	9,245	3,583				60,207	62,740
															% of Budget
															96%

CAPITAL PROJECTS

Quail Drive Sidewalk														\$ -	\$ 64,260
Camp Rd Sidewalk, Phase III (Folly to Riverland)														-	-
Dills Bluff Sidewalk, Design through Phase III			2,500		4,622		7,255		8,116	1,818				24,310	23,875
Lighthouse Point Blvd Sidewalk and Drainage Phase I														-	110,000
Green Hill/ Honey Hill Drainage							6,000		8,575		14,125			28,700	115,000
Grimsley Drive			35,080											35,080	-
Tallwood Drainage	525					1,169					86,674			88,368	61,800
Oceanview-Stonepost Drainage				2,300	4,650									6,950	45,600
Rembert Road Paving														-	45,000
Regatta Road Sidewalk															5,000
Seaside Lane Sidewalk Design		204,128												204,128	210,000
Quail Run Drainage Improvements															90,469
Island-Wide Drainage Study								2,053	4,550		342			6,945	12,500
Pinckney Park Phase I-IV	120		2,005		11,991						1,297			15,413	25,000
	645	204,128	39,585	2,300	21,263	1,169	13,255	2,053	21,241	88,492	15,764			409,894	808,504
Transfer In from General Fund														-	692,160
															% of Budget
															51%

LOCAL OPTION SALES TAX ROLLBACK FUND

LOST Rollback			98,323	90,711	86,801	168,031		85,698	174,331	78,787				782,681	975,000	
LOST Rollback - Interest Income	246	246	238	244	241	246	247	221	249					2,176	3,000	
															Total	
															784,858	978,000

LEASE PURCHASE REVENUE BOND - TOWN HALL

Lease Purchase Bond Revenue			239,021	274,901		275,834		325,000							1,114,756	975,000
															Total	
Town Hall Expenses	12,447	165,473	920	33,896	(31,520)	131,591	8,999		26,334		(3,842)				344,297	344,297

HOSPITALITY TAX

Hospitality Tax Revenue		50,515	39,783	34,193	45,430	46,019	42,186	44,070	38,486	69,348		410,029	500,000
The Town Market	11,650		794	717	1,360	188			921	300		15,930	27,900
Guide to Historic James Island		3,405										3,405	25,000
Economic Development												-	30,000
Events			2,000						2,580	287		4,867	
Santee Street Public Parking Lot	12,600					13,200						25,800	40,800
Folly Road Beautification												-	25,000
Camp/Folly Civic Space												-	228,442
Camp/folly Landscaping													40,000
Camp/Folly Bus Shelter			30,850									30,850	39,850
Lighting Camp/Dills Bluff													83,504
Rethink Folly Phase I-III, Staff Cost-Sharing													20,000
Pinckney Park Pavillion												-	
Other Projects													114,675
Total Hospitality Expense												(80,857)	675,171
% of Budget													-12%

TREE MITIGATION FUND

Tree Mitigation revenue			135									2,042	7,000	
Tree Mitigation expense									650			(650)	7,000	
	-	-	-	135	-	-	-	-	-	-	650	-	Total	1,392

JAMES ISLAND PRIDE

James Island Pride revenue/donations			20									520	-
Jsmes Island Pride expense	-	-	31	474	590	186		164	328	1,063	109	(2,941)	2,816
												Total	1,243
Helping Hands Donations												1,243	
Helping Hands Expense		91						265	21	321		698	684
												Total	-

ADMINISTRATOR'S REPORT

May-19

ADMIN NOTES

- 1) May mtgs at Town Hall - 17 total- 5 were Town Mtgs
- 2) Pre-bid conference was held for Pinckney Park with 3 total addenda issued - bids due June 20th
- 3) Jordan Street Calming project out for bid - bids due June 10th
- 4) The Town and JIPSD have made good progress on the tax relief program, and have sign-off from the County legal team and Auditor staff. Currently working out details of Cost Share Agreement
- 5) Continuing to work through final punchlist items with contractor and landscaper for new Town Hall
- 6) Public Charrette for the old library building will be held here at Town Hall Monday, July 22nd - 6-8 drop-in format. Town Committees and reps. with the Children's Museum of the Low Country will be on hand to help facilitate the discussion

Business Licenses **70**

*30 of those processed at Town hall

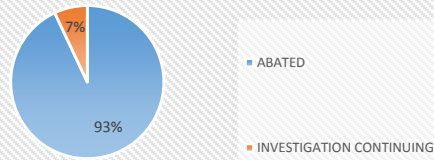
Code Enforcement Cases

TOTAL CASES	459
ABATED	452
INVESTIGATION CONTINUING	34
RANK VEGETATION / SOLID WASTE	117
INOPERABLE VEHICLE	81
TREE CASES	35
NUISANCE PROPERTY	39

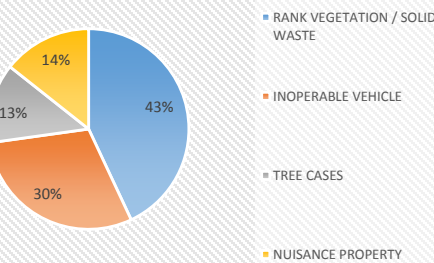
* 9 new cases opened in May

Building Permits & Inspections	Permits	Inspections
	83	90
Building	23	30
Electrical	20	21
Plumbing	9	13
Mechanical	8	14
Gas	5	11
Pool	2	
Roofing	5	
Fire System	1	1
Sign	-	
Trades	10	
Previous Month	66	141

Code Enforcement - Case Status



Code Enforcement - Case Type

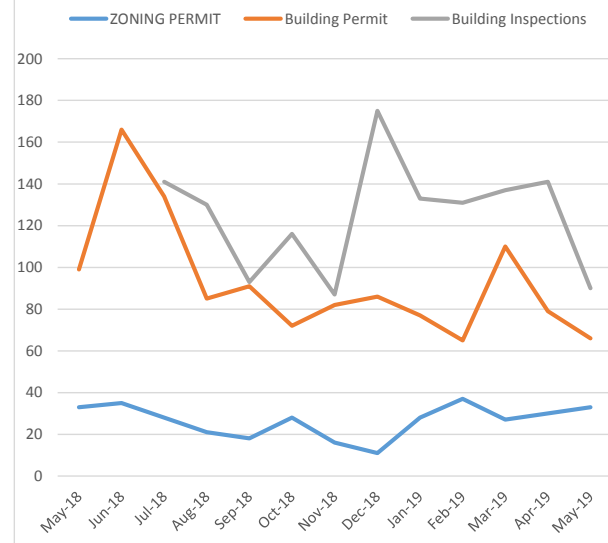


PERMIT TYPE	May-19
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	1
DEMOLITION PERMIT	1
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	5
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	14
REZONING	
SPR	
SIGN PERMIT	
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	
TEMPORARY ZONING	
TREE REMOVAL	9
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	3
TOTAL	33

PUBLIC WORKS NOTES

- 1) 3 new request for service in May, 2 were drainage related and Town Staff have responded to all the requests.
- 2) Honey Hill / Greenhill Drainage: Easement acquisition process continues. We have appraisals for the majority of the easements and our ROW acquisition firm is making offers for those easements.
- 3) The James Island Comprehensive Drainage Plan group: Town, City and County reviewed total project and made comments to Thomas and Hutton.
- 4) Dills Bluff Sidewalk Phase II began construction and pilings and gravel walkway are now in place
- 5) The engineering firm of Weston and Sampson continued to work on proposed upgrades to the Town Stormwater Ordinances. Town staff met with them to review progress.
- 6) Approximately 150 feet of damaged concrete sidewalk was replaced on Fort Johnson Road.
- 7) The ground cover has now been stabilized for erosion control prior on the Tallwood Project, and that project is now complete.
- 8) Staff continued to water and care for roadside landscaping with in-house resources and remove unwanted vegetation from right of way.
- 9) Town Staff replaced 3 STOP signs that were damaged/faded or otherwise illegible. Staff cleaned an additional traffic signs to extend their service life. 2 potholes was repaired using 7 bags of material.
10. DOT - Scheduled to be on JI week of June 17th and working through 13 work orders
11. Quail Sidewalk - this was an approved CTC project the town is paying matching funds - contractor has now been secured and construction should begin in July

PERMITS - 13 MONTH HISTORY



PUBLIC CHARETTE

Come join the Town of James Island as we gather information and explore various possible uses for the current Camp Road Library building located at 1248 Camp Rd.

Various Community groups and Organizations will be on-hand to participate in the discussion, including the Children's Museum of the Lowcountry, the James Island History Commission, the James Island Arts Committee, the Neighborhood Council, James Island Pride and the James Island Children's Commission.

Drop-in on Monday, July 22th 6:00 – 7:30

James Island Town Hall – 1122 Dills Buff Rd

To submit suggestions on-line, email comments to info@jamesislandsc.us



children's
MUSEUM
of the lowcountry



Town of James Island, SC
Managed Security - Work Order

under the Master Services Agreement, dated 09/30/2011.

June 3, 2019

1301 Gervais Street, Suite 1800 | Columbia, SC 29201
800.787.1160

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1. OVERVIEW OF WORK ORDER

This Work Order is part of, and incorporated into, the Master Services Agreement between Town of James Island, SC and VC3, Inc. and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

2. SUMMARY OF SCOPE OF SERVICES AND FEES

VC3 will provide the following services listed in Table A. Recurring services shall be provided for 36 months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

Town of James Island, SC will be invoiced based on the items listed in Table A. Additional services may be added at any time during the life of this contract at the unit rates listed below.

VC3 will audit the Customer's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal.

Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	Implementation Fee
Office 365 Advanced Threat Protection	21	\$ 2.00	\$ 42.00	
Office 365 Data Loss Prevention	18	\$ 3.00	\$ 54.00	
Office 365 Security Reporting	1	\$ 10.29	\$ 10.29	
Advanced Spam Filtering	0	\$ 1.24	\$ -	
Phishing Simulator and User awareness Training	0	\$ 2.80	\$ -	
Web Content and Malware Filtering	18	\$ 1.57	\$ 28.26	
Domain Integrated Multi-Factor Authentication	0	\$ 3.18	\$ -	
Mobile Device Management	0	\$ 4.96	\$ -	
Dark Web Monitoring	1	\$ 50.00	\$ 50.00	
Managed Firewall w/ IDS/IPS Module	1	\$ 296.28	\$ 296.28	
Cyber Security Operations Center Monitoring				
Security Information & Event Management				
Network Traffic Monitoring				
Monthly Security Scans				
Per Site	0	\$ 285.71	\$ -	
Per User	0	\$ 14.39	\$ -	
Office 365 Monitoring	0	\$ 2.14	\$ -	
vCISO Services				
Review security reports and data on monthly basis				
Monthly security briefings				
Policy and Insurance Guidance			\$ 700.00	
Total			\$ 1,180.83	\$ 2,450.00

NOTE: Seat pricing is discounted and is only valid when this work order is bundled with the Work Order: Modern Office Advantage (MOA).

3. DELIVERABLES AND SERVICES

ADVANCED SECURITY BUNDLE

VC3 will provide the following functions and services for the number of devices and users outlined in Table A as part of this Work Order.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A. This includes premises servers, monitored sites, and all user quantities reflected in Table A.

GENERAL

A. Managed Firewall

- VC3 will provide customer with a firewall device
- Firewall will be installed with Intrusion Detection and Intrusion prevention services capable of supporting up to 100 Mbps
- VC3 will monitor firewall
- VC3 will provide support for firewall configuration changes

B. Office 365 Advanced Threat Protection and Data Loss Prevention

- VC3 will provide Office 365 Advanced Threat Protection Licenses
 - Safe Links
 - Safe attachments
 - Anti-Impersonation protection
- VC3 will provide a single Azure AD Premium P2 License for monitoring
 - Monitoring of user logins to identify potential attempts to breach user accounts
- VC3 will ensure data loss prevention policies are configured for Office 365 Services

C. Advanced Anti-SPAM

- Additional Layer of Anti-Spam services to augment Microsoft Office 365 Anti-Spam

D. User Security Awareness Training

- Video training for users on safe computing practices and how to identify malicious e-mail
- Automated testing of users' ability to identify malicious e-mail

E. Anti-Malware & Web filtering

- Provide category-based web filtering for organization
- Establish advanced Anti-Malware services that prevent users from connecting to malicious web sites

F. Mobile Device Management

- Centralized management of phones and tablets
- Ability to force policies to devices accessing organizational resources
- Remote locate and wipe capabilities

- G. Organizational Multi-Factor Authentication
 - Phone based MFA integrated into customer domain and Office 365
 - Push button approval of authentication requests
- H. Cyber Security Operations Center Monitoring
 - 24x7 third party security monitoring of all network traffic entering and leaving customer firewalls
 - Security Information and Event Management
 - Critical system log capture and retention
 - 24 x7 third party monitoring of Office 365 security logs
 - Escalation to VC3 of any detected security incidents requiring remediation
 - Monthly external security scans
- I. Virtual Chief Information Security Officer
 - a. Monitoring and monthly reporting of security statistics
 - i. Office 365 security events
 - ii. Spam training results
 - iii. Attempts to access blocked websites
 - iv. Data Loss Prevention statistics
 - v. Intrusion Detection results
 - b. Annual security policy review and guidance
 - c. Assist customer in developing and maintaining the following user policies:
 - i. Acceptable Computer Use
 - ii. Data Privacy

DEPLOYMENT & MIGRATION SERVICES

VC3 will provide services to implement all features of Compliance Driven security package:

- A. Configure and install a VC3 owned security appliance
- B. Configure IDS/IPS services on security appliance
- C. Provision the following Office 365 Licenses:
 - Office 365 Advanced Threat Protection (Per User)
 - Azure Rights Management (Per User)
 - Azure Premium Active Directory P2 (Admin account)
- D. Configure VC3 hosted SPAM filter to accept customer e-mail.
 - Point Customer e-mail DNS records to VC3
 - Point VC3 anti-spam to Office 365
- E. Provision Security training and service
 - Import users into KnowBe4 database
 - Configure service to automatically generate SPAM test messages to users.
 - Configure periodic distribution of video training to users.
- F. Provision customer in hosted DNS filter.

- Define categories to be blocked by Web filter
- G. Configure Mobile Device Management
- Setup MaaS360 for Customer
 - Setup deployment policy for customer devices
 - Force encryption and device lock policy
- H. Provision Multi-Factor Authentication
- Setup customer in DUO
 - Link Domain authentication to DUO
 - Link Office 365 authentication to DUO
- I. Annual Security Scan
- Run security scan against customer Internet Facing IPs
 - Generate vulnerability report
 - VCIO to work with customer on mitigation plan

SUPPORT SERVICES

A. **Hardware-as-a-Service**

VC3 will provide replacement components for failures on VC3-owned equipment that occur as a result of internal equipment defects or end of life failure. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire or flood damage). Replacement devices will have capabilities equivalent to or better than the originals. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle.

B. **Excluded Services:**

- Items other than those included above are expressly excluded from the Services provided within this Work Order. Section 7 includes examples of typical services which are excluded from the Scope of Services provided in this Work Order.
- When customer requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the customer that these services are outside the scope of this work order and will receive approval from customer prior to rendering these additional services.

4. CUSTOMER RESPONSIBILITIES

- A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.

- D. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.

5. ASSUMPTIONS

- A. The items defined in this work order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
- B. The Work Order will not become effective unless and until it is agreed upon and signed by the customer and VC3.

6. INVOICING

VC3 will invoice Customer per Table B. VC3 will invoice the implementation fee upon receipt of the signed customer work order. VC3 will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Additional services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will increase 3% annually on the anniversary of the Effective Services Start Date.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table B

Milestone Billing	Milestone Description / Date
Implementation Fee	Invoiced at the signing of Work Order
Monthly Fee (36 Month Term)	Invoicing to begin when recurring services start

*Refer to Table A for implementation fee and monthly fee amounts

By signing this document I agree that I am authorized to represent my organization to execute this endeavor and I certify that the proposed cost(s) are accurate and reflect any applicable discounts.

In addition, I also certify that I have read and understands all of the requirements contained in this document, and agree to be bound by the terms and conditions contained without exception.

VC3, Inc.	Town of James Island, SC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

7. ADDENDUM A – SERVICE DESK PRIORITIES

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no work around available; customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no work around available.
- Level of service degraded causing impact to the organization or a whole department; no work around available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a work around or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a work around or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than is possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
---------------	-------------------------------------	--------------------------------------

1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



June 3, 2019

Dear Town of James Island, SC

As an important customer to VC3, Inc., we would like to invite you to participate in our new automated ACH payment program. In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. The ACH Payment program has proven to be an efficient and cost effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have 15 calendar days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 15th calendar day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.



ACH Payment Authorization Agreement

Company Name: Town of James Island, SC

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____ Title: _____

Signature: _____ Date: _____

Remittance Contact: _____

Contact Email: _____



Town of James Island, SC
VC3Advantage Work Order
Modern Office Advantage (MOA)

Work Order No. [VC3INC-1124-1]

under the Master Services Agreement, dated 09/30/2011.

June 3, 2019

1301 Gervais Street, Suite 1800 | Columbia, SC 29201
800.787.1160

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1. OVERVIEW OF WORK ORDER

This Work Order is part of, and incorporated into, the Master Services Agreement between Town of James Island, SC and VC3, Inc. and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

2. SUMMARY OF SCOPE OF SERVICES AND FEES

VC3 will provide the following services listed in Table A. This Work Order shall begin and become effective on October 1st, 2019 (Effective Services Start Date) and shall continue for 36 Months unless terminated in accordance with the terms of the Master Services Agreement.

VC3 will audit the Customer's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below. Customer may reduce MOA seat count to no less than 75% of contracted amount.

TABLE A: SERVICES & FEES

Description	Units	Unit Price	Monthly Fee	One Time
Initial Setup Fee, OneDrive and SharePoint migration				\$8,994.09
MOA Seat - Office 365 Business Premium ¹	0	\$ 120.00	\$ -	
MOA Seat - Office 365 E3 ¹	14	\$ 126.00	\$ 1,764.00	
Travel Hours ²	4	\$ -	\$ -	
Additional Monitor - 24"	0	\$ 4.87	\$ -	
Laptop Upgrade	0	\$ 25.25	\$ -	
Surface Pro Upgrade	0	\$ 22.50	\$ -	
iPad Add On	0	\$ 11.43	\$ -	
Additional Supported Device	3	\$ 51.50	\$ 154.50	
Additional Exchange Online Plan	7	\$ 6.50	\$ 45.50	
Sonian Archiving ³	21	\$ 3.50	\$ 73.50	
Microsoft Archiving	0	\$ 3.00	\$ -	
Total			\$ 2,037.50	\$ 8,994.09

¹ MOA seat with Microsoft Office 365 License to include VC3 provided workstation.

² Additional travel hours will be invoiced at the hourly rate stated in the Master Services Agreement.

³ Sonian Archiving can only be enabled for all users.

NOTE: Seat pricing is discounted and is only valid when this work order is bundled with the *Managed Security – Work Order*.

3. DELIVERABLES AND SERVICES

MODERN OFFICE ADVANTAGE – DELIVERABLES AND SERVICES

VC3 will provide the following functions and services for the number of devices outlined in Table A as part of this Work Order.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A. This includes Network route/switch infrastructure, all included servers and all included thin client, desktop or laptop devices that correlate to the included quantities reflected in Table A.

GENERAL

- A. For each supported MOA seat, VC3 will provide the customer with a Microsoft Office 365 license.
 - For more information on Office 365 Enterprise E3 features, see: <https://products.office.com/en-us/business/office-365-enterprise-e3-business-software>
 - For more information on Office 365 Business Premium features, see: <https://www.microsoft.com/en-us/p/office-365-business-premium/CFQ7TTC0K5J7?activetab=pivot%3aoverviewtab>

- B. For each MOA seat, VC3 will provide a complete client package of one per Seat (client package includes: PC, keyboard, monitor and mouse). Support and replacement of client hardware is included within pricing. VC3 will make arrangements to repair or replace the failed component in the event of a failure. Once the hardware has been replaced, customer is responsible for returning the replaced device to VC3 within 7 business days. Failure to return said device within 7 business days will result in a replacement charge for the item.

DEPLOYMENT & MIGRATION SERVICES

- A. VC3 will provide the customer with migration services for their data into the new environment:
 - 1. VC3 will implement performance monitoring of customer's network prior to and during implementation. If potential issues are discovered, VC3 will make the customer aware of those issues and provide options to resolve them.
 - 2. VC3 will migrate all shared file systems to Microsoft Office 365 SharePoint Online
 - 3. VC3 will migrate all user files to Microsoft Office 365 OneDrive
 - 4. VC3 will configure an Azure AD domain and synchronize users
 - 5. VC3 will join supported workstations to the Azure AD Domain
 - 6. VC3 will provide end-user training documentation on the cloud environment, Office 2016, and how to obtain support.
 - 7. VC3 will provide 'Day 1' onsite support.
- B. Other services include onsite customer training, 'full-service' migration of PC settings by VC3 staff and migration of additional third-party application data sets that are available upon request via a Change Order.

SUPPORT & VCIO SERVICES

- A. **Application Support:**
 - 1. Customer is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.
 - 2. VC3 will provide support for customer licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
- B. **24X7 Monitoring and Incident Response Services:**
 - 1. VC3 will provide 24X7 Incident response services for all included devices.
 - 2. VC3 will track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
 - 3. VC3 will provide 24x7 collection of performance data for the customer's included server and network devices per VC3's best practices.
 - 4. VC3 will provide 24X7 response to critical event driven Incidents.
 - 5. VC3 will utilize industry best practices for remote access, control and management of all devices.
 - 6. VC3 Network Operations Center is staffed from 7:00am to 6:00pm Monday through Friday. After hours incident response will be provided via callback within 1 hour of incident submission.
- C. **Proactive Services:**

1. **Patch Management:** VC3 will perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.
 2. **Antivirus and Support Tools:** VC3 will deploy the VC3 Remote Support and Anti-Virus agents to all applicable included devices. VC3 will make a “best effort” to automatically deploy these agents to the said devices.
 3. **Anti-Spam:** VC3 will provide Spam filtering for all inbound mail.
- D. **VCIO Services:** VC3 will provide the customer with a named 'VCIO' or Virtual Chief Information Officer.
1. **Budgeting:** The VCIO will work with the customer to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
 2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the customer leverage technology appropriately. The VCIO will work with the customer as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the customer’s technology investment.
 3. **Analyze IT Health data:** The VCIO will analyze the data collected by VC3’s monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.
- B. **Hardware-as-a-Service**
- VC3 will provide replacement components for failures on VC3-owned equipment that occur as a result of internal equipment defects or end of life failure. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire or flood damage). Replacement devices will have capabilities equivalent to or better than the originals. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle.
- E. **Excluded Services:**
1. Items other than those included above are expressly excluded from the Services provided within this Work Order. Section 7 includes examples of typical services which are excluded from the Scope of Services provided in this Work Order.
 2. When customer requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined In the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the customer that these services are outside the scope of this work order and will receive approval from customer prior to rendering these additional services.

4. CUSTOMER RESPONSIBILITIES

- A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer is responsible for proper disposal of customer-owned devices.
- D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- E. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.

5. ASSUMPTIONS

- A. VC3 will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred which exceed the monthly allotment included with this work order will be invoiced according to the Master Services Agreement.
- B. The Work Order will not become effective unless and until it is agreed upon and signed by the customer and VC3.
- C. VC3 assumes that the Customers' business applications can be consolidated to the number of virtual servers specified in Table A. Should additional servers be required to support the Customers' business applications, additional charges will be incurred at the rates listed in Table A.

6. EXCLUDED SERVICES

Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific VC3 product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. VC3 will provide these services to the customer on a Time & Materials Work Order basis at the rates outlined in the Master Services Agreement. If modification or replacement of a hardware device or component is required, customer is responsible for all hardware and hardware vendor services costs, excluding VC3 owned hardware explicitly provided through this work order.

Software development, training and project work, including customer-owned PC upgrades and non-patch upgrades of software, are not included.

7. INVOICING

VC3 will invoice Customer per Table B. VC3 will invoice the implementation fee upon receipt of the signed customer work order. VC3 will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to

be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice. Unit rates will increase 3% annually on the anniversary of the Effective Services Start Date.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table B

Milestone Billing	Milestone Description / Date
Implementation Fee	Invoiced at the signing of Work Order
Monthly Fee (36 Month Term)	Invoicing to begin at Effective Services Start Date

*Refer to Table A for implementation fee and monthly fee amounts

VC3, Inc.

Town of James Island, SC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

8. ADDENDUM A – SERVICE DESK PRIORITIES

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no work around available; customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no work around available.
- Level of service degraded causing impact to the organization or a whole department; no work around available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a work around or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a work around or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than is possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%

9. ADDENDUM B – MAINTENANCE WINDOWS

All work performed within VC3's Hosting Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

- A. **Scheduled Maintenance:** All planned work performed on VC3's Hosting Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".

During scheduled maintenance, some or all of VC3's Hosting Infrastructure may be out of service and therefore may not be accessible to users. Regularly scheduled maintenance will occur on the 1st and 4th Thursday of every month from 2:00am to 4:00 am. Additionally, servers will be re-booted weekly at 2 AM on Saturday morning. In all cases, a 15-minute downtime is expected during those windows. If customer has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.

1. **Notification:** If VC3 decides to perform a scheduled maintenance activity beyond the standard 15-minute downtime, customer will be notified via email ten business days before the scheduled maintenance window.

- B. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting Infrastructure within the control of VC3 is defined as "Emergency Maintenance".

Emergency maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible and appropriate measures taken to return the system to normal availability.

- C. **Notification:** Customer will be notified via email should emergency maintenance be necessary.
- D. **Hosting Service Areas:** The VC3 Hosting Infrastructure includes but is not limited to the following areas; E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.



June 3, 2019

Dear Town of James Island, SC

As an important customer to VC3, Inc., we would like to invite you to participate in our new automated ACH payment program. In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. The ACH Payment program has proven to be an efficient and cost effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have 15 calendar days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 15th calendar day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.



ACH Payment Authorization Agreement

Company Name: Town of James Island, SC

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____ Title: _____

Signature: _____ Date: _____

Remittance Contact: _____

Contact Email: _____



FEE PROPOSAL

MEMO #: 001

DATE: November 8, 2017

To: Ashley Kellahan
Town Administrator
Town of James Island

SENT BY: Phone 843-795-4141
 Fax
 Email akellahan@jamesislandsc.us

RE: Eastwood/Clearview Neighborhood Traffic Calming

BY: Herbert W. Gilliam, P.E.

SCOPE OF SERVICES:

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, and permitting for traffic calming devices in the above referenced neighborhoods. The specific streets involved are Clearview, Beauregard, Sterling, Swanson, and Wildwood. It is our understanding that the desire is for us to focus on all-way and three-way stops at key intersections and speed humps where they have the greatest impact. Our recommendation is to let us do the research of the crash data for the intersections. If it appears that there is enough data to initiate the warrant studies, we will charge that on a per intersection basis. We will prepare exhibits and participate in up to two public meetings for input and public comment on the plan. Once the scope of the traffic calming facilities is determined, we will prepare plans, coordinate permitting as well as bidding services for the work. Following is our associated fees with the scope.

Traffic calming plans and submittal to SCDOT:	\$9,500
Preliminary Research of Crash data	\$1,500
Warrant studies(if required)	TBD
Prepare exhibits and attend public meetings(up to two)	\$4,800
Total	\$ 15,800

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBBER & ASSOCIATES, P.C.

Herbert W. Gilliam
Herbert W. Gilliam P. E.



Stantec Consulting Services Inc.

4969 Centre Pointe Drive Suite 200, North Charleston SC 29418-6952

14 June 2019

Mark Johnson
Public Works Director
Town of James Island
1122 Dills Bluff Road
James Island, SC 29412

Dear Mr. Johnson,

Reference: Highland Avenue Drainage Assessment

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to the Town of James Island (Client) for providing drainage analysis and recommended improvements along Highland Avenue where it presently experiences drainage issues. This letter proposal is based on the site visit we conducted with the Town on May 17, 2019. This proposal has been formatted to describe the scope of services offered and fees.

SCOPE OF SERVICES

Stantec will perform a site visit on Highland Avenue to gather existing drainage information. We will use this information along with any other available information, such as SCDOT plans and field data obtained from GPS survey equipment, to provide an assessment of the existing conditions. Stormwater modeling will be performed to identify the locations causing the flooding and where improvements could be made to alleviate the flooding on Highland Avenue. Concept plans will be prepared to show the recommended improvements and be used for construction. Based on the plans, quantities will be calculated and an Opinion of Probable Construction Cost will be prepared.

PROPOSED FEE

Stantec will perform the services as a task order under our Master Services Agreement with the Town and for the lump sum fee of **\$6,000.00**.

14 June 2019

Mark Johnson

Page 2 of 2

Reference: Highland Avenue Drainage Assessment

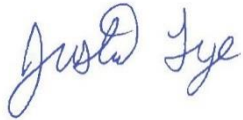
ACCEPTANCE

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

Regards,

Stantec Consulting Services Inc.

Town of James Island



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

Approved by (Please Print)

Signature

tj v:\1710\business_development\transportation\proposals\james island - highland avenue\20190614_highland_avenue_proposal.docx

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CONTRACT

This contract for the maintenance of Town of James Island municipal vehicles by the James Island Public Service District is entered into, as of this 30th day of May, 2019, between the James Island Public Service District, hereinafter referred to as the "JIPSD," and the Town of James Island, South Carolina, hereinafter referred to as the "Town."

WHEREAS, the Town is desirous of having its municipal vehicles maintained on a regular basis, and

WHEREAS, the Town does not currently have the capability to perform this work in house; and

WHEREAS, the JIPSD is presently capable of providing the desired services, subject to the conditions specified below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

ARTICLE 1 "OVERVIEW OF SERVICES"

Preventive Maintenance

- A) JIPSD will provide preventive maintenance for the Town's municipal vehicles according to the schedule set forth in the document. The decision whether a particular procedure constitutes preventative maintenance covered by this agreement, or a repair not covered by this agreement and thus subject to an additional charge if preformed, will be decided by mutual agreement of the parties.
- B) JIPSD will perform maintenance on the Town's vehicles within a reasonable time after delivery of the vehicles to JIPSD's maintenance facility at Signal Point Road, James Island, SC or wherever directed by JIPSD.
- C) The Town will drop off and pickup all vehicles from the District's facility in a timely manner.
- D) The Town will pay for the agreed preventive maintenance at a labor rate of \$65 per hour and materials at actual cost.

Repairs

- E) JIPSD will charge for its services for all other mutually agreed upon repairs at \$65 per hour plus actual cost of materials. This rate shall apply to all repairs and items not covered by the preventive maintenance schedule.
- F) JIPSD will charge for a minimum of two hours labor plus additional labor as necessary and repair expenses as described in Section F for all repairs and services provided on weekends (including Fridays), after hours, or on recognized holidays.

Invoicing

- G) JIPSD will prepare a maintenance report on each occasion of service on a form, a copy of which will be provided to the Town with the monthly bill
- H) JIPSD will email a monthly invoice to the Town's Administrator. Payment will be due no later than the 10th day of each month.

ARTICLE 2 - TERM

Annual Extensions

- A) This Agreement shall be on annual basis beginning on the 1st day of June 2019 and shall be renewed annually for up to three years upon mutual agreement of the parties.

Price Adjustment

- B) Any adjustment of the annual rate for preventive maintenance must be agreed upon by both parties 30 days prior to the annual renewal date.

Termination

- C) Each party has the right to terminate this agreement with written notice delivered by hand, by the United States Postal Service or by electronic transmission properly addressed and postage paid as the case may be. Notice to The Town of James Island shall be delivered to its Town's Administrator and notice to the JIPSD shall be delivered to its Chief Financial Officer 30 days in advance of cancellation date. Less notice will be sufficient if both parties agree.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

Relationship of The Parties

- A) The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

Entire Agreement

- B) This Agreement is the entire agreement between the parties with respect to vehicle repair and maintenance, and there are no other representations, understandings, or agreements between the parties relative to such subject matter.

Amendment

- C) No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

Governing Law and Jurisdiction

- D) The parties acknowledge that this Agreement is made and entered into in Charleston County, South Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that South Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that South Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement to the extent allowed by law.
- E) The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in South Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts. The prevailing party in any such proceeding shall be entitled to any and all costs associated with the filing of the proceedings including reasonable attorney's fees.

TOWN OF JAMES ISLAND VEHICLE
PREVENTIVE MAINTENANCE SCHEDULE

Sedans/Light Pickup Trucks/Mid-size SUV 4 times per year

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be executed on this, the 30th day of May, 2019.

JIPSD:

JAMES ISLAND PUBLIC SERVICE DISTRICT

WITNESS:

BY: _____

DATE: _____

DATE: _____

TOWN:

TOWN OF JAMES ISLAND, SC

WITNESS:

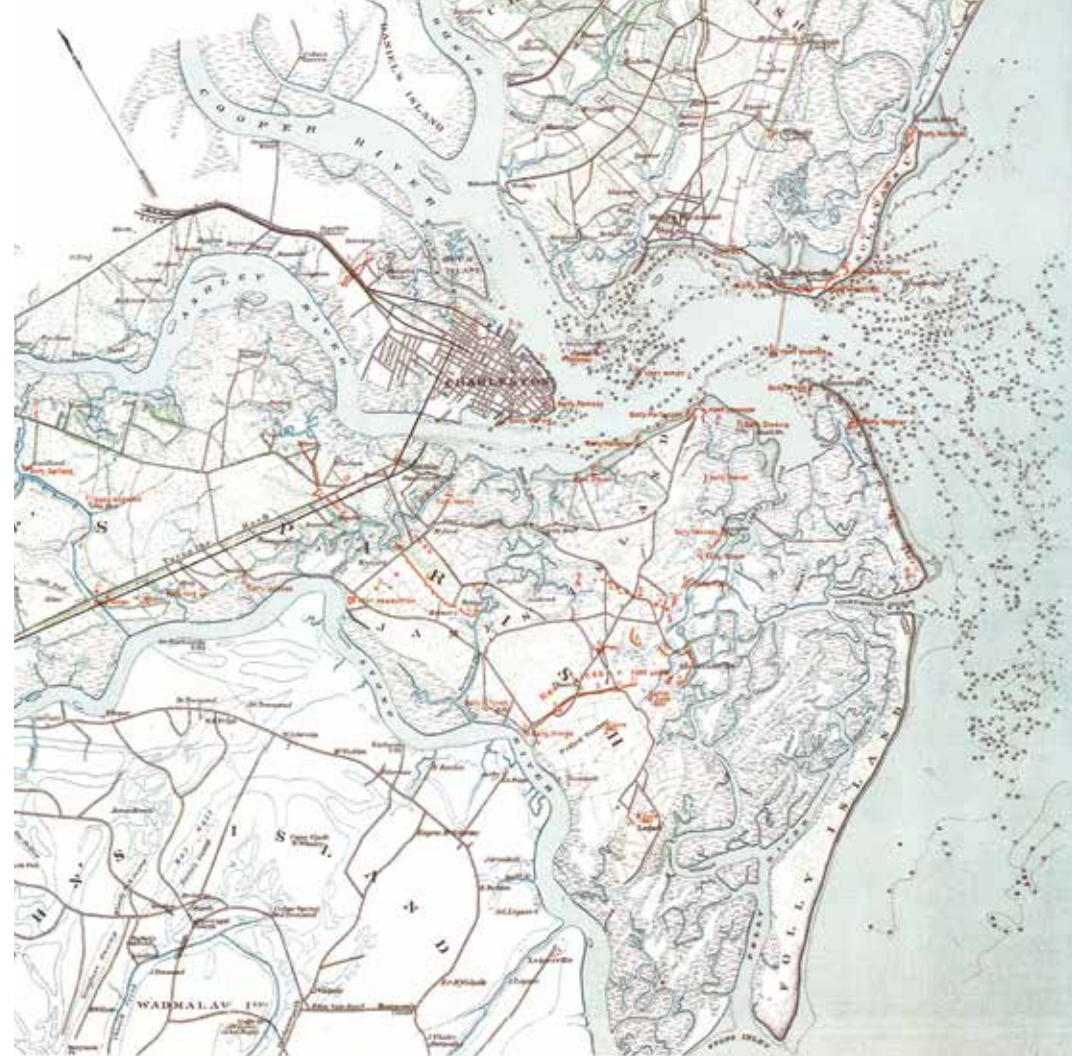
BY: _____

DATE: _____

DATE: _____



Historic Sites of **JAMES ISLAND**



Historic Sites of
JAMES ISLAND



*On this island can be found
historic places and archaeological
sites associated with every major
event that shaped our country.*



OUR ISLAND'S HUMAN HISTORY STARTED OVER 4,500 YEARS AGO WHEN NATIVE AMERICANS BEGAN TO LIVE IN COASTAL SOUTH CAROLINA.

They used the bountiful resources of the Lowcountry to build shelters and feed their families. They collected oysters, fished, hunted deer, and traveled the area's waterways to trade. Around 1,000 years ago, Native people across the Southeast and on James Island began building more permanent homes and living in hamlets and villages. They hunted and farmed, growing beans, squash, and corn. A complex chiefdom-based society developed throughout the region. The people on James Island were part of the chiefdom of Cofitachequi; their capital was located near Camden. When Europeans arrived in the Lowcountry, the Coosa, Kiawah, Etiwah, Sewee, Bohicket, and Stono were among the tribes living around Charleston harbor. By 1750, most Native communities in the Lowcountry had been destroyed by disease, warfare, and enslavement.

The Spanish arrived in the Southeast in the early 1500s. The French soon followed. Both empires tried and failed to establish permanent settlements in South Carolina. Nearly 100 years passed before the English established Charles Towne, the first permanent settlement in the Carolina Colony, in 1670. In 1671 the Grand Council of Charles Towne ordered the creation of a second town on James Island. We do not know why, but a formal town was never laid out.

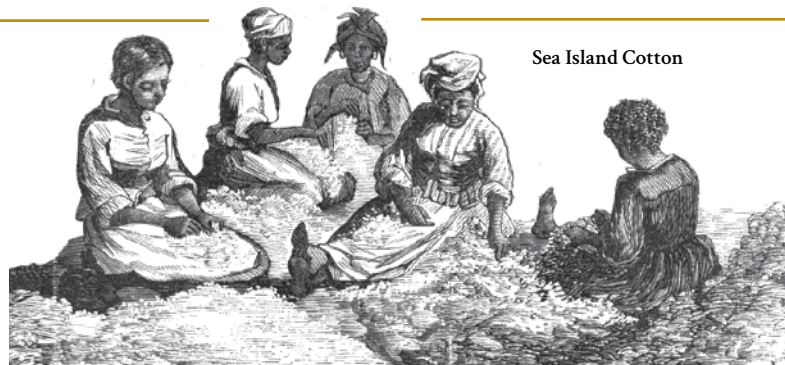
In the 1680s and 90s small plantations were established along James Island's waterways. These early settlers raised cattle and pigs and shipped salted pork to plantations in the West Indies. They harvested the island's large oak trees to provide lumber for ships and houses. Settlers also traded manufactured goods for deer skins with local Native Americans. These industries required little capital investment and their products were in high demand. By the early 1700s rice was the principal money-making crop in the Lowcountry. Thousands of people from Africa's rice growing regions were captured, enslaved, and shipped to Carolina to construct fields and grow rice.



BECAUSE OF LIMITED FRESH WATER, RICE COULD NOT BE GROWN COMMERCIALY ON JAMES ISLAND. INSTEAD, SETTLERS PLANTED INDIGO, RAISED CATTLE, AND GREW VEGETABLES TO SUPPORT CHARLES TOWNE'S GROWING POPULATION.

Throughout the early 1700s the new Carolina Colony faced threats from pirates, the French and Spanish, and Native Americans. In 1706 the French and Spanish conducted a joint attack on the colony. They put men ashore on James Island, but abandoned the island after burning some plantation buildings on its north eastern point. This attack led the Carolina Colony to build Fort Johnson in 1708.

In 1776 the Thirteen Colonies declared their independence from Great Britain. Many people on James Island rallied to the Patriot cause. Even before independence was declared, the Council of Safety in Charleston armed Fort Johnson and manned it with officers and soldiers. When the British navy tried unsuccessfully to capture Charleston in June 1776, Christopher Gadsden commanded the forces at Fort Johnson. In early 1780 the British tried again to capture Charleston.



Sea Island Cotton

They landed on Seabrook Island and marched across Johns and James Islands to lay siege to the city. Charleston fell in May and was occupied until December 1782.

Despite the devastation the war caused to homes and businesses, James Island recovered quickly. No longer supported by the British government, planters on the Sea Islands stopped growing indigo. By about 1800 they started growing long staple Sea Island cotton. The owners of Great Britain's booming textile mills were willing to pay high prices for the silky cotton. James Island was soon home to some of the richest cotton planters in the Lowcountry.

However, Sea Island cotton had to be cultivated by hand and required intensive care. Although the South Carolina Legislature had closed the transatlantic slave trade in the 1780s, planters forced the state to reopen the trade. Thousands of captives were brought directly from Africa from 1804 to 1808, when the trade was again banned, this time by the Federal government. In 1790 there were 2,546 enslaved people living on James Island. By 1810 that number increased to 3,179.



THE FIRST SHOT OF THE CIVIL WAR WAS FIRED ON FORT SUMTER ON APRIL 12, 1861 BY CONFEDERATE FORCES STATIONED AT FORT JOHNSON.

By 1862 the winds of war again came to James Island. Union commanders understood the strategic and symbolic importance of capturing Charleston as quickly as possible. James Island stood in their path and would be heavily engaged in defending the city until it was evacuated in February 1865.

Once again, changes came to James Island. Many of the island's large plantations were broken up and sold because their white owners could not afford to operate them without slave labor. Newly emancipated African Americans purchased small parcels of land and established freedmen's communities such as Grimball and Sol Legare where they started their own farms.

Photograph of Fort Johnson taken after February 1865.





Ox-cart and car traffic on James Island, around 1930.

IN THE 1870S AND 1880S THE ECONOMY OF JAMES ISLAND BEGAN TO REBOUND.

White and black farmers managed to make a decent living growing cotton and vegetable crops and harvesting seafood. They also raised beef and dairy cows. When cotton crops were wiped out by the boll weevil around 1921, farmers turned to truck farming. Hundreds of acres of vegetables were grown and shipped north in refrigerated rail cars. By the early 1900s white landowners again controlled most of the land on James Island. They hired local African American men



A farmer sows eggplant seeds on James Island, around 1930.

and women to work the fields. In the early 1900s, as bridges were built, roads were paved, and more people owned cars, James Island became a desirable place to live. The first bridge was built across the Wappoo Creek in 1911. In 1925 the Edisto Realty Company began to develop Riverland Terrace, the first large-scale subdivision on the island. Agriculture declined as African Americans moved north to escape racist Jim Crow laws and seek out better jobs and opportunities. More and more land was subdivided for homes and businesses.



Wappoo Creek Bridge swing bridge, built in 1911, was later replaced in 1954 with this larger draw bridge.

THE CIVIL RIGHTS MOVEMENT OF THE 1960S BROUGHT MORE EQUAL TREATMENT TO THE REGION, AS SCHOOLS, PUBLIC INSTITUTIONS, AND PRIVATE BUSINESSES BEGAN THE PROCESS OF RACIAL INTEGRATION.

This history is most visible in the construction of Equalization Schools such as James Island High School and W. Gresham Meggett.

Today, James Island is a blend of rural landscapes, traditional neighborhoods, and new subdivisions nestled under the trees between the Wappoo, Ashley, Folly and Stono Rivers. As James Island has developed into a thriving 21st century town, the local government has taken on the challenge of balancing the preservation of historic and cultural places with the need for economic progress.

HISTORIC SITES OF JAMES ISLAND

HISTORIC PLACE **MAP NUMBER**

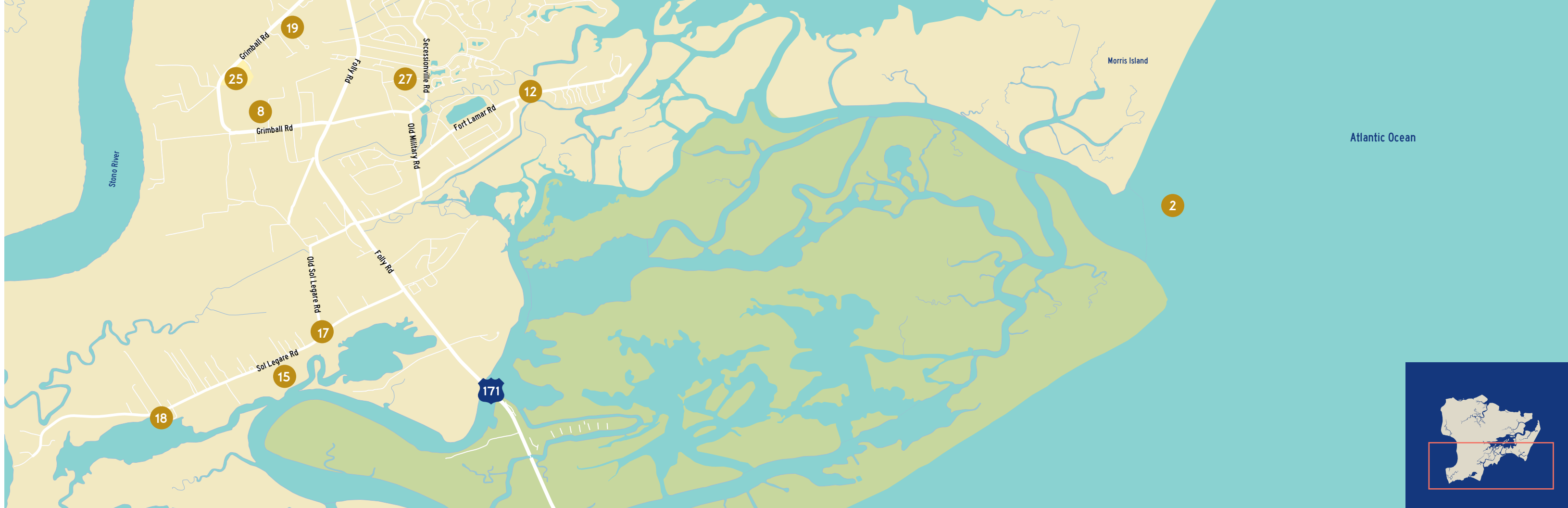
Shell Ring and Midden	1
Stiles-Hinson House	3
Cuthbert Heyward House.....	4
Battle of Dills Bluff.....	5
Fort Johnson.....	6
McLeod Plantation.....	7
Marshlands Plantation.....	9
Battery Cheves.....	10
Battery Haskell.....	11
Fort Pemberton.....	13
Pinckney Park.....	14
Riverland Terrace	20
Avenue of Oaks	21
Elliot Constantine House	22
James Island Grammar	23
Cut Bridge Elementary	24
Three Trees School.....	26
James Island Presbyterian Church.....	28
Saint James Episcopal Church.....	29
Saint James Presbyterian Church	30
Payne RMUE Church	31



HISTORIC SITES OF JAMES ISLAND

HISTORIC PLACE **MAP NUMBER**

Morris Island Light House	2
Grimball Plantation and Cemetery	8
Fort Lamar Heritage Preservation Site.....	12
Sol Legare	15
Grimball Farms	16
Seashore Farmers Lodge	17
Mosquito Beach.....	18
Little Rock Golf Club.....	19
W. Gresham Meggett School	25
Society Corner School	25



[~8,000 BCE]

FIRST PEOPLE

We have evidence that people have lived in South Carolina for more than 10,000 years. Most of the clues that help us understand their lives can be found in archaeological sites. An archaeological site is any place where physical evidence of past human activities exists. Sometimes the only information we have about people or an event is preserved in the ground. Remember that most of the history of the United States happened before there were written records.



Archaeologists think shell rings started like this, as trash piles of oyster shells near people's homes.



1 ARCHAIC SHELL RINGS AND MIDDENS

Lighthouse Point | *National Register of Historic Places*

Archaeologists believe Native American shell rings mark occasions when people came together to celebrate and feast. Researchers found three shell middens and evidence of several houses at Parrot Point. They believe the people who lived here were part of a community that lived around Charleston Harbor 4,500 years ago. In addition to hundreds of pounds of oyster shells, researchers found thousands of artifacts including pieces of pottery, bone pins, whelk tools, and shell beads.

[1492 - 1763]

COLONIAL ERA

In 1671 the new Grand Council of Charles Towne ordered the creation of a town on James Island. James Towne was to be laid out in ½-acre town lots with 10-acre planting lots. No evidence of the town has been found. Instead James Island remained sparsely populated until the early 1700s. The first settlers established homes and farms along the island's rivers and streams. They used locally made boats to travel between the island and Charleston.



2

MORRIS ISLAND LIGHTHOUSE

Morris Island | National Register of Historic Places

The first lighthouse was built on Morris Island about 1767 by the Royal Colony of South Carolina. It was one of the first lighthouses constructed on the East Coast. The black and white striped lighthouse you see today was built in 1876. The lighthouse is made of brick and is 150 feet tall. It ceased to be an official navigation aid in 1962.

STILES-HINSON HOUSE

90 Paul Revere Drive | National Register of Historic Places

Private Residence, No Public Access

The Stiles-Hinson House consists of two houses built back to back. The first house was built in 1742 by Benjamin Stiles. Stiles fought against the British during the American Revolution. The second house was built in the late 1800s by William Godber Hinson. It was constructed in a Victorian style with high ceilings, a mansard roof, and decorative wooden elements. The plantation was actively farmed until the early 1960s.

3



4

CUTHBERT-HEYWARD HOUSE

683 Fort Sumter Drive | Private Residence, No Public Access

This may be the oldest house still standing on James Island. It was built about 1740 for Hester Heyward, the widow of Captain Thomas Heyward. In the early 1900s the property was part of Lawton Plantation. By this time a kitchen had been attached to the house and a rear addition constructed. The porch roof, columns, and balustrade were added before 1940.

[1765 - 1783]

REVOLUTIONARY WAR

When the Thirteen Colonies declared their independence from Great Britain in 1776, many prominent citizens supported the Patriot cause and fought to expel the British. Despite their efforts, Charleston and the surrounding area fell to the British in 1780 and were occupied until December 1782.



5

BATTLE OF DILLS BLUFF

Dills Bluff South Carolina Historical Marker

The Battle of Dills Bluff was the last Revolutionary War engagement in South Carolina. On November 14, 1782, a small group of Patriot soldiers attempted to ambush a British wood-cutting party. But the Americans had faulty intelligence; they were outnumbered by the British soldiers. The Patriots retreated, suffering casualties. These men were the last to die in combat in South Carolina during the Revolutionary War.

FORT JOHNSON

End of Fort Johnson Road | National Register of Historic Places

The first Fort Johnson was built in 1708. It was replaced by a new tabby fort in 1759, fragments of which are still visible. It was manned during the American Revolution, but never engaged the British forces. After the war General Moultrie ordered construction of a new fort, but it was destroyed by a hurricane in early the 1800s. During the Civil War, Confederate soldiers built new earthworks and installed four 10-inch mortars and three guns at the site. On April 12, 1861 at 4:30 in the morning, the first shot of

6



the Civil War was fired from Fort Johnson over Fort Sumter. During the war Union forces made two unsuccessful attempts to capture Fort Johnson. Confederate forces finally abandoned the fort during the Confederate evacuation of Charleston in February 1865. After the Civil War, Fort Johnson served as a maritime quarantine station, as a Coast Guard billet during World War II, and now as the College of Charleston's Grice Marine Laboratory and the South Carolina Department of Natural Resources, Marine Resource Division.



[1720 - 1865]

THE YOUNG COUNTRY

From 1720 until 1865, the majority of James Island's residents were enslaved Africans. Early in the Colonial Era, they raised livestock, cut timber, fished, and grew vegetables. In the 1750s indigo was grown as a cash crop. After the American Revolution, indigo was replaced by Sea Island cotton. In 1860, 1,533 enslaved people toiled on the island's 21 plantations. Some of the largest plantations were Seabrook, Hinson, Dill, Rivers, Grimball, Legare, Clark, and Lawton. There were 193 white residents on James Island.



MCLEOD PLANTATION

325 Country Club Drive | National Register of Historic Places

The existing plantation house at McLeod was built in 1858 and modified in the 1920s. The six intact cabins lived in by enslaved people likely date to the 1850s. According to the 1860 US Census, 115 enslaved people worked on the property. During the Civil War McLeod Plantation was used as Confederate Headquarters for James Island; after the island was evacuated in February 1865, as a Union hospital. After the war it became an office for the Freedmen's Bureau.



GRIMBALL PLANTATION / CEMETERY

1870 South Grimball Road

English immigrant Paul Grimball was first granted 1,600 acres of land on Edisto Island in 1682. Along with other Edisto planters, the family began to acquire land on James Island in the early 1800s to grow Sea Island cotton and provisions. The 1860 US Census shows 210 enslaved people lived on the property. Confederate Brigadier General Gist gave the order for all civilians to evacuate James Island. The Grimball family complied, abandoning their property in May 1862.

MARSHLANDS PLANTATION HOUSE

311 Fort Johnson Road | National Register of Historic Places

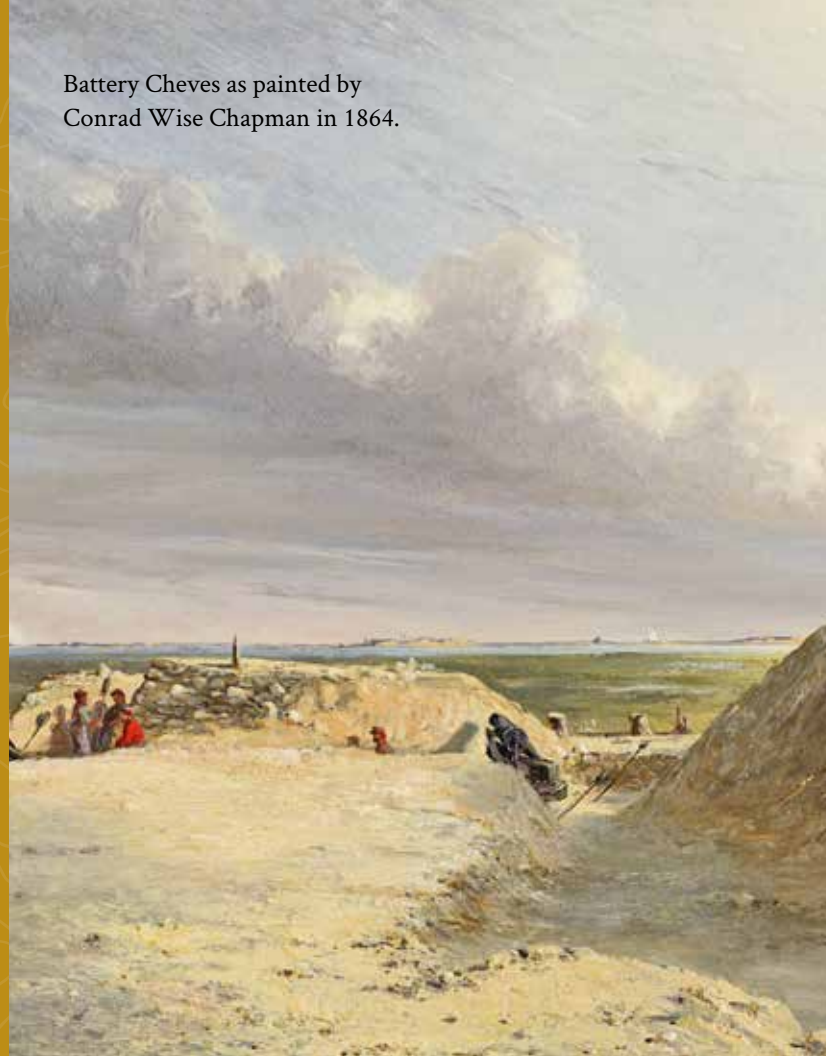
The Marshlands Plantation House was built around 1810 on the Cooper River. Around 1906, the owner, Mrs. Wallace Lawton of Lawton Plantation on James Island, sold the plantation to the United States government to establish the Charleston Naval Shipyard. In 1961, the government proposed to demolish the house to expand the naval yard. Concerned citizens had the house moved by barge to Fort Johnson. Other than location, very little else has changed for the Federal-style house.



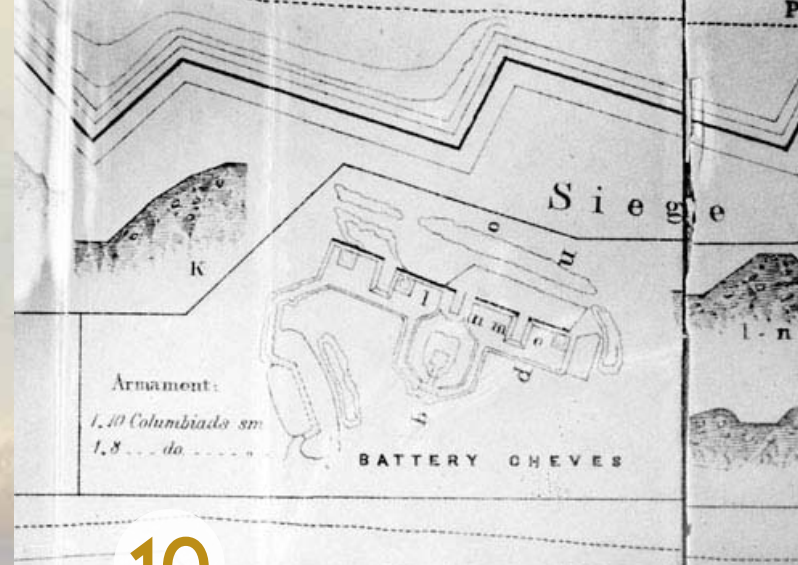
[1861-1865]

FIERY SECESSION

Politicians and most of the free population in Charleston and on James Island supported secession and the Confederate government. Charleston and the lands around the harbor were under almost continuous attack from Federal forces beginning on July 10, 1863. Confederate forces tenaciously defended James Island to protect the city of Charleston and the harbor. However, in February 1865 the city surrendered to the Union army. Confederate forces then evacuated the entire South Carolina coast and retreated into North Carolina.



Battery Cheves as painted by Conrad Wise Chapman in 1864.



10

BATTERY CHEVES

R.E. Lee Boulevard | National Register of Historic Places

Battery Cheves was one of five Confederate earthworks built in the summer and fall of 1863 on the southeastern shore of James Island to defend Charleston. These batteries were built after Union forces occupied Folly Island and captured most of Morris Island. This battery was named for Captain Langdon Cheves, a Confederate engineer killed at Morris Island in 1863.



11

BATTERY HASKELL

Schooner Road | National Register of Historic Places

Battery Haskell helped defend Confederate-held Battery Wagner by shelling attacking Union forces during the summer of 1863. Originally it contained 12 artillery emplacements. Battery Haskell was named for Cpt. C. T. Haskell, Jr. who was killed in action at Battery Wagner on July 10, 1863.



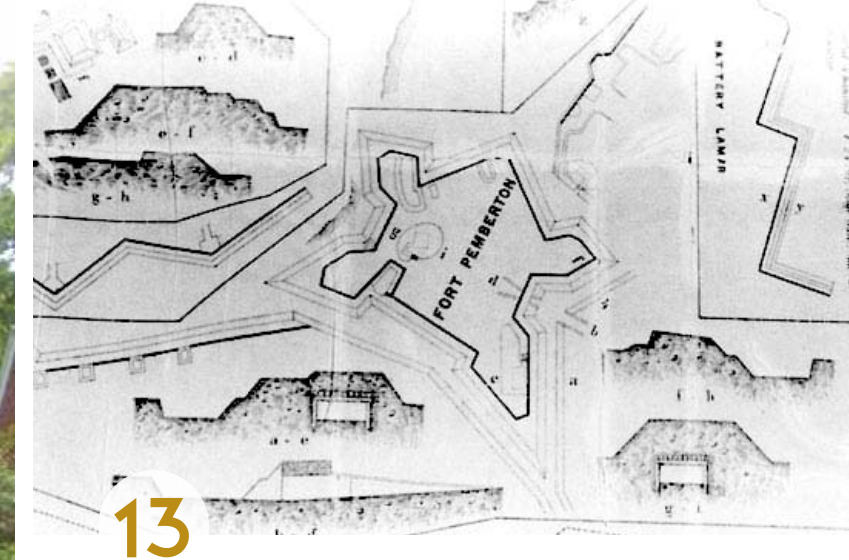
12

FORT LAMAR HERITAGE AREA AND SECESSIONVILLE HISTORIC DISTRICT

Fort Lamar Road | National Register of Historic Places

In June 1862, Union troops landed from the Stono River at Grimball Plantation and on the west end of Sol Legare Island. They marched to attack fortifications west of Secessionville, later named Fort Lamar. The Confederate army defeated the Union army, causing heavy casualties. Union forces retreated, leaving behind many of their dead.

They evacuated most of the wounded to Union camps near the Stono River. Most of the Union dead were buried in front of Fort Lamar near where they fell. The mass-grave has never been located. The Secessionville Historic District includes the location of the Battle of Secessionville and two antebellum homes that were once owned by prominent planters.



13

FORT PEMBERTON

221 Yates Avenue | National Register of Historic Places

Private Residence, No Public Access

Fort Pemberton was a large, enclosed, five-sided Confederate earthwork completed in 1862. The design was unusual. Normally only masonry fortifications of this period featured this plan. It was constructed on the Stono River to prevent the Union navy from accessing Charleston Harbor through Wappoo Creek and Elliott Cut. The fort was abandoned when Confederate forces retreated from Charleston in February 1865.

[1863- 1877]

RECONSTRUCTION

The defeat of the Confederacy ushered in an era of social and political upheaval. The South Carolina Constitution of 1868 enacted democratic reforms and allowed newly emancipated men to vote for the first time. Groups of newly emancipated families worked together to build new communities. However, the election of Governor Ben Tillman and passage of the Constitution of 1895 negated the political and social gains made by African Americans. James Island adopted the discriminatory Jim Crow laws instituted across the South. A segregated community developed with separate schools, churches, and restaurants for white and black people.

PINCKNEY PARK

461 Fort Johnson Road

Pinckney Park is named for Simeon Pinckney who once owned this property. He was enslaved until the Civil War, when he enlisted in the Union Army as a member of the 3rd Regiment South Carolina Volunteer Infantry (African Descent). They were recruited and mustered at Hilton Head. In 1877 Pinckney purchased 20 acres on James Island and passed his property to his descendants. Much of the land continued to be owned by the family until they sold it to the town in 2015 for use as a park.

14



15

SOL LEGARE

Sol Legare Road | National Register of Historic Places

This vibrant African American community was established after the Civil War as formerly enslaved people worked to purchase their own land to farm and build homes. It was laid out in long narrow lots, allowing farmers access to waterways and roads. In 1919, the Sol Legare School opened as a two-room schoolhouse with two restrooms and hand pump for water. Today, the school serves as a community center. Many descendants of the originally property owners continue to make the community their home.

GRIMBALL FARMS

Approximately 1870 South Grimball Road

Although the Grimball family regained their property after the Civil War, they sold some of the land to freedmen. The new Grimball community was planned in the same way as Sol Legare, with long, narrow lots. By 1880, approximately 10% of the old plantation was owned by African Americans. Evergreen Cemetery is located nearby and may contain unmarked graves of enslaved people who worked on the plantation and their descendants who worked their own farms. The cemetery is still used today.

16



[1950 - PRESENT]

A NEW CENTURY

World War II and the Civil Rights Movement of the 1950s and 60s brought more changes to James Island. Schools and businesses were integrated. New bridges, paved roads, and cars brought new people to the island.



17

SEASHORE FARMERS LODGE

Sol Legare Road & Old Sol Legare Road | National Register of Historic Places

The Seashore Farmers Lodge was built in 1915 as a lodge hall. It was a hub of this vibrant African American community. An organization of local men formed a community bank to help provide for the residents' financial needs and to protect against unexpected natural disasters such as hurricanes, flooding, failed crops, sickness, injury, or death. The lodge sustained damage from Hurricane Hugo in 1989 and suffered from disrepair. In 2007, the community worked to restore the building. Today it is a museum and cultural center.



18

MOSQUITO BEACH

Mosquito Beach Road | National Register of Historic Places

In 1953 Andrew "Apple" Jackson Wilder opened Haborview Pavilion with a lounge, restaurant, and motel at the "Factory", the site of a former oyster cannery. Mosquito Beach, as it became known, offered African American families the opportunity to relax, dance, cool off, and socialize. From 1900 until the mid-1960s, beaches in South Carolina were segregated. Mosquito Beach was one of five African American beaches around Charleston. African American beaches usually were on rivers or sounds. Prime oceanfront areas were reserved for whites. Today, Mosquito Beach remains an important part of the community.

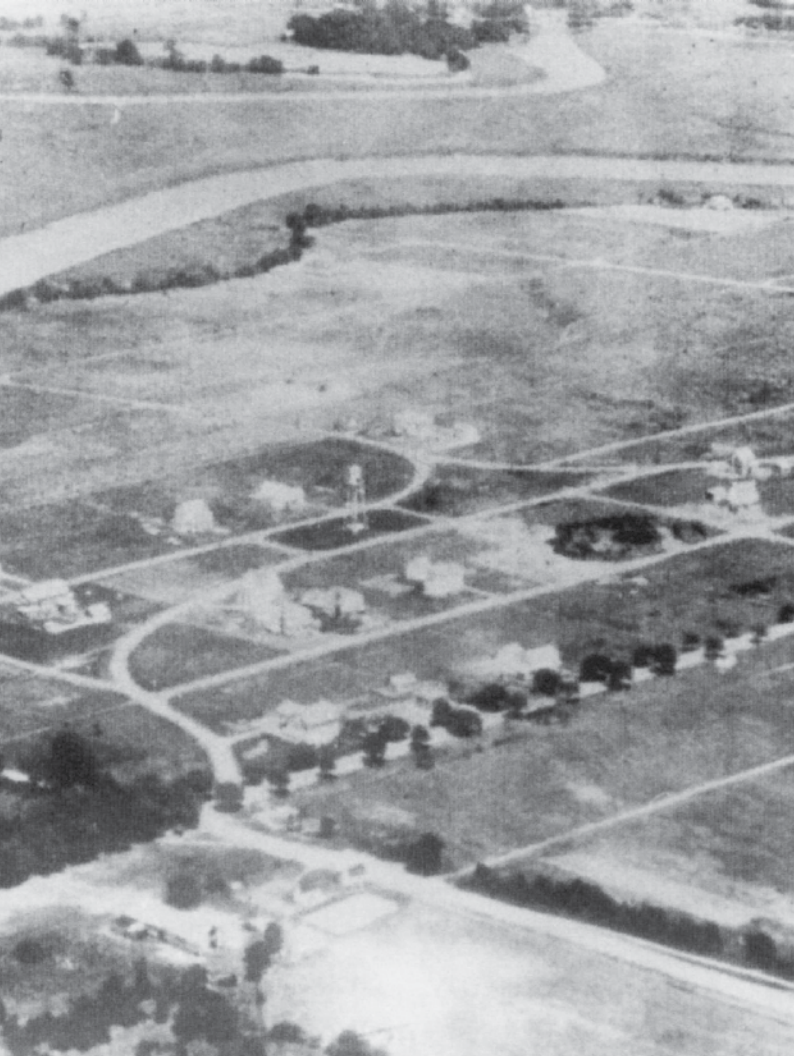
LITTLE ROCK GOLF CLUB

Grimball Road and Little Rock Boulevard

The Country Club of Charleston was a whites-only golf course when it was built in 1926. The only way African American men could access the course was as hired caddies. Richard Smalls, Sr. worked as a caddie before deciding to open his own course. He studied golf course construction and design and purchased eight acres of land in Grimball Farms. Mr. Smalls built a six-hole course with a club house, bar, and eight-room motel. African American men played at Little Rock Golf Club from 1953 until 1961 when the City Municipal course was integrated. There are no known images of the golf club.

19





20

RIVERLAND TERRACE

North of Maybank Highway

Riverland Terrace was one of the first modern planned neighborhoods on James Island. Construction started in the 1920s using the most modern design trends including curvilinear street patterns, uniform housing setbacks, and driveways. Because of the Depression and World War II, construction of most homes was delayed until the 1950s.



21

AVENUE OF OAKS

Fort Pemberton Drive

The allee includes more than 70 grand live oak trees that are over 100 years old. They were originally planted in the 1910s.



22

ELLIOTT A. CONSTANTINE HOUSE

*2037 Lake Shore Drive | National Register of Historic Places
Private Residence, No Public Access*

This house was designed and built in 1973 in the Modern International Architectural Style by prolific Charleston Architect, Elliott Augustus Constantine, son of renowned architect Augustus Edison Constantine of 'Constantine and Constantine Architects'. It features walls of glass, a flat rectangular roof, incorporating simple and modern architectural elements. There are very few houses of this style in the Charleston area.



Our schools

The South Carolina Constitution of 1895 established the state's system of public education, creating separate schools for white and black children. However, African American schools were woefully underfunded. In 1954 the Supreme Court ordered states to desegregate public schools. The state government tried to build new separate schools for African American children to avoid the ruling. Despite the state's efforts, school desegregation began in 1963.



23

JAMES ISLAND GRAMMAR

Fort Johnson Road and Dills Bluff Road

The first public school was established on James Island in 1883 as James Island Grammar School. It was located on the same land as the earlier private planter's school. Initially, there were only six students, and the school only served white students. The Riverland Terrace School was built in 1930 to serve white students.



24

CUT BRIDGE ELEMENTARY SCHOOL

Riverland Drive at Camp Road

Cut Bridge Elementary, commonly called Old Cut Bridge School, was built on property donated by the Dills family of Stono Plantation. Originally it was a two-room school with a cottage in the back in the center of the marsh. Students had to wade through the water at high tide. It was painted black, likely to help preserve the wood in the salt and water rice environment. Mrs. Alberta Johnston Murray served as the school's principal beginning in 1926.



25

W. GRESHAM MEGGETT HIGH SCHOOL

1929 Grimball Road | National Register of Historic Places

W. Gresham Meggett High School was constructed in the 1950s as part of South Carolina's push to improve schools for African American children and avoid school integration. The school brought higher education for African Americans to James Island for the first time. The new school had modern amenities and taught a wide range of classes. James Island High School on Camp Road was the companion, white-only Equalization School.



26

THREE TREES SCHOOL

Fort Johnson Road

Three Trees School was established as the only school for children who lived “down the island”. In 1926 Mrs. Fannie Greenwood was hired as the principal to improve learning conditions. She made sure students received a solid academic foundation, teaching black history and nurturing students’ self-esteem. Miss West, a volunteer from Florence, South Carolina, taught students for 40 years in the one-room black schoolhouse.

SOCIETY CORNER SCHOOL

Bur Clare Road and Secessionville Road

Society Corner School was established by the Julius Rosenwald Foundation in 1888. It was considered a “high class” school because teachers could live on the property in a small shed. In 1926 Mrs. Mamie Garvin Fields was hired as Society Corner’s new teacher. She taught until she retired in 1953. She wrote a memoir about her life as an African American living on James Island after the Civil War, titled *Lemon Swamp and Other Places*.

27



Our churches

The leaders of the early Carolina Colony encouraged religious tolerance. Settlers of many faiths came to Charles Towne and James Island. The first churches on James Island were built in the early 1700s. For more than 200 years, church has been central to the community.



28

JAMES ISLAND PRESBYTERIAN CHURCH

1632 Fort Johnson Road

First constructed before 1724, James Island Presbyterian is locally known as Burnt Church because it accidentally burned around 1864. The current church has undergone many renovations but was built around 1909 in a Gothic-Revival style. Burnt Church Cemetery is the final resting place of many notable James Islanders.



29

SAINT JAMES EPISCOPAL CHURCH

1872 Camp Road

Saint James Episcopal Church is the oldest Anglican Church on the island. It was established in 1719 and has been rebuilt five times! It has been destroyed by hurricane, fire, and war. The current building was constructed in 1960.



SAINT JAMES PRESBYTERIAN CHURCH

1314 Secessionville Road

Before the Civil War, enslaved people could not worship without supervision. Saint James Presbyterian Church is the oldest African American church on James Island. It dates from 1866. After the Civil War, freedmen initially worshipped under a tree on this property. Eventually they were able to build their own church.

30



31

PAYNE REFORMED METHODIST UNITED EPISCOPAL CHURCH

1560 Camp Road

Reconstruction brought some improvements in the lives of enslaved people. On the Seabrook Plantation, workers were given land rights to set up a “Bush Tent” for one cent a year for 99 years and here they established a place to worship. This informal group of worshipers became Payne RMUE in 1869 and in 1875 they built their first church building. It is one of the oldest wooden frame churches on the island.

ACKNOWLEDGMENTS

South Carolina National Register Sites
South Carolina Battlefield Trust, Inc.
South Carolina Equalization Schools

Created by the **James Island History Commission:**

Paul Hedden, Chairman

Jim White, Vice Chairman

Inez Brown-Crouch

Bill “Cubby” Wilder

Willis J. “Skipper” Keith

Mayor Bill Woolsey, Council Liaison

With donations from the **James Island Exchange Club**

FOR FURTHER READING AND A DIGITAL COPY OF THIS BOOKLET VISIT WWW.JAMESISLANDSC.US

A History of James Island Slave Descendants & Plantation Owners by Eugene Frazier Sr.

A Brief History James Island: Jewel of the Sea Islands by Douglas W. Bostick

James Island by Carolyn Ackerly Bonstelle and Geordie Buxton

Images Courtesy of:

South Carolina Department of Archives and History
Civil War photographs, *1861-1865, Library of Congress, Prints and Photographs Division.*
South Carolina Historical Society
American Civil War Museum
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Designed by **HW** EXHIBITS

EXPLORE HISTORIC JAMES ISLAND

Read about the earliest inhabitants feasting on oysters. Visit the fort that fired the first shots of the Civil War and the battlefields that resulted from the conflict. Learn about the island's classic midcentury architecture. Historic Sites of James Island presents an overview of 31 sites that will introduce you to the deep history of the land.



Known as the Stoney Gates, these columns were built as part of the Agricultural Society of South Carolina in 1922.



www.jamesislandsc.com



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Turnaround Times

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Quote Information

Quote Number	Q1902-2070	Contact Name	Tisha Bell
Quote Name	James Island Historic Guidebook	Email	tisha@hwexhibits.com
Quote Created	2/26/2019	Phone	8438813128
Quote Valid Until	5/27/2019	Ship To	498 Wando Park Blvd, Suite 700 Mount Pleasant, South Carolina 29464 US

Job Specifications

Printing Color	Full Color Inside Pages	Proofing	Electronic
Binding Type	Perfect (Softcover)	Prepress Method	Full Prepress (Default)
Width	8.500	Dust Jacket	
Height	5.500	Basic Emboss / Deboss	
Inside Page Count	36	Spot UV	
Cover Paper Weight	14 pt Cover	French Fold Covers	
Cover Paper	Gloss	Variant Covers	0
Coating		Shrink Wrapping	
Cover Paper Finish	Gloss Lamination		
Type			

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Prepared By Justin Jurczak
Email justin@printninja.com

RESOLUTION #2019-12

RESOLUTION REGARDING THE INSTALLATION AND MAINTENANCE OF STREET SIGNS

WHEREAS, the Town of James Island is authorized to install and maintain street signs within its area of jurisdiction by SC Code 5-7-30; and

WHEREAS, the Town's Public Works Department is responsible for the installation and maintenance of traffic control signs in areas under Town jurisdiction; and has developed a policy to also install and maintain street signs based upon citizen request and systematic inspections; and

WHEREAS, the Town appreciates the provision of street sign installation and maintenance by the James Island Public Service District in the past, but finds that provision by the Town will better serve its residents as well as the taxpayers of the District; and

WHEREAS, Act 498 empowers the District to install and maintain street signs should its Commission find it necessary to more conveniently carry out its duties, but provides no exclusive right to provide that service; and

WHEREAS, Charleston County has installed and maintained street signs in the unincorporated area of the District for many years; and

WHEREAS, the Town is willing to accept requests for street sign installation and maintenance from the James Island Public Service District (hereinafter the District) and endeavor to fulfill such requests at no cost to the District according to the Town's best judgement and budgetary priorities;

THEREFORE, let it be resolved that the Council of the Town of James Island:

- a. Authorizes the installation and maintenance of street signs within Town jurisdiction beginning July 1, 2019 according to its best judgement and budgetary priorities; and
- b. Authorizes its Mayor to enter into an Intergovernmental Agreement with the James Island Public Service District for the installation and maintenance of street signs.

This Resolution shall become effective beginning July 1, 2019.

ATTACHMENTS:

1. IGA
2. Policy

Done this ____ day of June, 2019

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

DRAFT

Intergovernmental Agreement between the Town of James Island and the James Island Public Service District Regarding the Installation and Maintenance of Street Signs

1. The Town of James Island (the Town) intends to initiate a program to install and maintain street signs within its jurisdiction beginning on July 1, 2019 based upon citizen request and staff inspection according to its best judgement and budgetary priorities.
2. The Town agrees to accept requests for street sign installation and maintenance from the James Island Public Service District (the District) and endeavor to fulfill such requests at no cost to the District according to the Town's best judgement and budgetary priorities.
3. The District agrees to exercise its statutory power to install and maintain street signs within the Town's jurisdiction by making requests of the Town.
4. This agreement shall run for three years and shall be automatically be renewed on January 1 of each year unless notification is provided in writing by either party by July 1 of the previous year.
5. Either party may withdraw from the agreement on January 1 of any year by providing notice on July 1 of the previous year.

Mayor Bill Woolsey for
Town of James Island

Chairman Alan Laughlin
James Island Public Service District

Date

Date

Town of James Island
Public Works Department
Street Name Sign Asset Management Policy

Adopted July 1, 2019

Approved: Mayor Woolsey

I. Purpose and Scope

The Street Name Sign Asset Management Policy defines the key principles and requirements, which the Town will apply to relevant assets in order to manage the street name signs within the Town's jurisdiction. This policy ensures that street names signs are managed in a way that improves the day-to-day maintenance and long term planning of assets. The Street Sign Asset Management Policy was developed to align with the Town's overall goals and program to maintain traffic and way finding signage in the Town's jurisdiction. This policy covers all street name signs in residential neighborhoods, commercial areas and along major roads within the Town's jurisdiction.

II. Roles and Responsibilities

This policy is to assist the Public Works Director and those designated by the Public Works Director (i.e. Facilities Maintenance Coordinator) in making decisions regarding the maintenance, repair and replacement of street name signs and the long term planning for such.

III. Guidelines and Practices

- 1) Asset Inventory: The Public Works Department shall develop and maintain an inventory of all street name signs in the Town's jurisdiction, which shall include location, type and condition of the sign.
- 2) Asset Inspection: The Public Works Department shall regularly inspect the street name signs in the Town's jurisdiction in order to ascertain their conditions. Signs in less than optimal condition shall be cleaned, repaired or replaced as needed. The department will actively solicit reports from residents regarding street signs in their neighborhood including work with the James Island Neighborhood Council to identify problem areas, and provide an online form for reporting missing signs or those needing repair.
- 3) Asset Maintenance: The Public Works Department shall develop a program to maintain, repair or replace street name signs.
- 4) Long Term Asset Management: The Public Works Department shall develop a long-term plan to provide regular maintenance and replacement of street name signs in the Town's jurisdiction.

IV. Level of Service / Extent of Service

Level of Service: Street name signs within the Town's jurisdiction shall be regularly inspected and maintained or replaced by the Public Works Department to be legible and properly located.

Extent of Service: Street name signs within the jurisdiction of the Town shall be maintained by the Public Works Department. Where applicable the Public Works Director may request another agency with proper jurisdiction to maintain or replace street name signs. Specialty street name signs in residential neighborhoods or street name signs for non-public roads shall be outside the scope of this policy.

A RESOLUTION AUTHORIZING PURCHASE OF BRANTLEY PARK

WHEREAS, the Town Council authorized use of approximately \$238,000 of its Greenbelt Funds towards the purchase of 1708 Brantley Drive and associated closing costs with a Resolution dated the 21st of February, 2019; and

WHEREAS, the City of Charleston authorized use of \$235,000 of its Greenbelt Funds towards the purchase of 1708 Brantley Drive and associated closing costs with a Resolution dated the 26th of February, 2019; and

WHEREAS, Charleston County Council awarded the urban Greenbelt Grant project of Brantley Park to the City of Charleston and the Town of James Island on the 21st of May, 2019 for \$461,000 towards the property purchase and \$6,000 in associated closing costs; and

WHEREAS, subsequently the Town of James Island and property owner William P. Brantley executed the contract for the property transaction on the 12th of June for a purchase price of \$500,000 contingent upon Town Council approval; and

WHEREAS, the Town of James Island desires to fund an additional \$39,000 in an effort to complete this property transaction and has funds available in its FY 2019 2020 Hospitality Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF JAMES ISLAND, IN COUNCIL ASSEMBLED, THAT THE TOWN APPROVES THE PURCHASE OF BRANTLEY PARK AND AUTHORIZES AN ADDITIONAL \$39,000 TOWARDS ITS PURCHASE.

The above Resolution shall become effective immediately upon its adoption by Town Council.

ATTACHMENTS:

1. Charleston County Council Award Letter
2. Purchase and Sale Agreement dated June 12, 2019

Done this 20TH day of JUNE, 2019

Bill Woolsey, Mayor
Town of James Island

ATTEST

Frances Simmons
Town Clerk of Council



Cathy L. Ruff

Charleston County Greenbelt Programs Director

843.202.7204

Fax: 843.958-4004

cruff@charlestoncounty.org

Lonnie Hamilton III Public Services Building

4045 Bridge View Drive, Suite B238

North Charleston, SC 29405

June 6, 2019

Matthew M. Compton, Special Projects Administrator
City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

Ashley Kellahan, Administrator
Town of James Island
PO Box 12240
Charleston, SC 29422

Dear Matt and Ashley:

It is my pleasure to inform you that on May 21, 2019 Charleston County Council voted to award the City of Charleston and the Town of James Island the following urban greenbelt grant:

\$467,000 for the purchase of 0.46 acres located on Brantley Drive, James Island and identified as Charleston County Tax Map number 425-03-00-035

Enclosed for your review is the grant agreement stipulating the terms and conditions of the grant award, as well as the procedures necessary to progress to closing. Once you have reviewed the agreement, please return the signed original.

Congratulations on this award and we look forward to working with you to ensure the protection of this property. Please let me know if you have any questions.

Sincerely,

Cathy L. Ruff, Director
Charleston County Greenbelt Programs

C: file

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined herein) by and between **William Phillip Brantley** (collectively, the "Seller"), and **The Town of James Island**, a South Carolina municipal corporation (the "Purchaser").

WITNESSETH

1. **Sale of the Property.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain real property located in the City of Charleston, Charleston County, South Carolina, and legally described on Exhibit A and the Encroachment and Fence Easement, attached hereto and incorporated herein by reference, together with all improvements and buildings thereon, and all rights, privileges and appurtenances pertaining thereto, including but not limited to water rights, claims, permits, and Seller's ownership and rights, if any, to land lying in the bed of any street or highway, open or abandoned, adjoining the property to the centerline thereof (the "Property.").

2. **Purchase Price.** The purchase price for the Property shall be five hundred thousand and 0 /100 Dollars (\$ 500,000.00) (the "Purchase Price"). Subject to the adjustments and prorations to the Purchase Price set forth in this Agreement, Purchaser shall pay the Purchase Price to Seller at Closing (as hereinafter defined).

3. **Earnest Money Deposit.** Within ten (10) business days after the Effective Date, Purchaser shall deposit five thousand and 0 /100 Dollars (\$ 5,000.00.) as earnest money (the "Earnest Money") to Bevon Law Firm (the "Escrow Agent"). Purchaser and Seller hereby authorize the Escrow Agent to act as the escrow agent and as Purchaser's closing attorneys and to hold and disburse the Earnest Money according to the terms of this Agreement. Unless Seller is entitled to the Earnest Money under another provision of this Agreement, the Earnest Money shall be refunded to Purchaser upon the termination this Agreement or the failure of this transaction to close for any reason. At Closing, the Earnest Money shall be credited to Purchaser as part of the Purchase Price.

4. **Contingencies.** Purchaser's obligation to close on the conveyance of the Property shall be contingent upon all of the following conditions:

A. **Title.** Purchaser's satisfactory receipt, review, and approval of a title commitment (the "Title Commitment") with copies of all documents referred to as exceptions or encumbrances to the title commitment.

B. **Survey.** Purchaser's satisfactory receipt, review, and approval of a current survey (the "Survey") of the Property, including without limitation any wetlands located on the Property.

C. Inspection. Purchaser's satisfactory receipt, review, and approval of any and all physical and other inspections or investigations of the Property, including but not limited to environmental site assessments, soil tests, surveys, and environmental audits.

D. Purchaser's Discretion. Nothing in this Section 4 requires the Purchaser to obtain a survey or inspection of the Property prior to Closing, it being understood that whether and to what extent a survey and/or inspection are necessary will be within Purchaser's sole and absolute discretion.

E. Greenbelt Funding. Purchaser being awarded a grant through the Charleston County Greenbelt Program (the "Program") for (\$461,000.00) of the Purchase Price within thirty (30) days of the Effective Date. Nothing herein shall require the Purchaser to apply for or accept a grant through the Program, it being understood by the parties that the Purchaser maintains sole and absolute discretion whether to make such application. In the event the Purchaser does not apply for such funding within thirty (30) days of the Effective Date, Purchaser may elect to terminate this Agreement without being in breach thereof and Purchaser shall be entitled to be reimbursed the Earnest Money.

F. Existing Dock Facilities. Seller abandons all interest in the dock and the joint dock permit and forfeits any private right to such use whatsoever upon closing. It is mutually understood that the seller will waive any right or interest in any dock set back otherwise required by DHEC as such may arise by virtue of ownership of the adjoining property, and fully support such designation as a community dock and will exercise such support and waive such rights, in writing, upon closing. Purchaser will fully support and not object to any new dock placement or construction Seller may propose to the licensing authority (DHEC/OCRM) upon LOT 1, TMS 425-03-00-034.

G. Before closing, there shall be a new survey conducted identifying the encroachment and access and fence easement area. Whereas it is warranted, OCRM does not consider an easement as a change of plat.

H. Final Approval. Sale is contingent on Town Council Approval.

I. Park Name. The future park shall be named Brantley Park.

5. Due Dillgence Investigations.

A. Documentation. Within thirty (30) days of the Effective Date, Seller shall provide Purchaser with any and all documents in Seller's possession, custody, or control related to the Property, including but not limited to environmental and engineering reports and assessments, deeds, charters, surveys, leases, licenses, easements, and other agreements and undertakings affecting the Property.

B. Greenbelt Funding. Upon request by Purchaser, Seller shall provide any necessary documentation or other information within Seller's authority, possession,

custody, or control which Purchaser finds necessary to apply for funding of this purchase from the Program.

C. Inspection Period. Purchaser shall have at least thirty (30) days after the Effective Date (the "Inspection Period") to conduct any and all physical and other inspections or investigations of the Property, including but not limited to environmental site assessments, soil tests, surveys, environmental audits, and other investigations, and to undertake such other activities as Purchaser deems necessary in connection with its evaluation and planning for the development of the Property. Nothing in this Section 5.C shall require the Inspection Period to last thirty (30) days, it being understood by the parties that the Purchaser may elect to proceed with the Closing at any time after the Effective Date upon at least thirty (30) days' written notice to Seller, as set forth in Section 6.A of this Agreement.

D. Right of Access. Seller shall cooperate with Purchaser in facilitating Purchaser's inspections and due diligence with respect to the Property, and Seller shall permit Purchaser and Purchaser's agents access to the Property at reasonable times during the Inspection Period.

E. Tort Claims Act. With respect to Purchaser's access to the Property, Purchaser acknowledges responsibility for the torts of Purchaser and Purchaser's employees in the same manner and to the same extent as a private individual under like circumstances, subject to the limitations upon liability and damages, and exemptions from liability and damages, contained in the South Carolina Tort Claims Act (the "Act"), codified at sections 15-78-10 to -220 of the South Carolina Code, as the Act may be amended from time to time.

F. Insurance. As to any contractor hired by the Purchaser to inspect or perform tests on the Property, Purchaser shall require, prior to such contractor's entry on the Property that the contractor keep in full force during the full term of such entry a policy of commercial general liability insurance issued by an insurance company licensed to do business in the State of South Carolina providing coverage for liability arising out of or in connection with entry upon the Property. The limits of liability coverage shall be no less than \$100,000.00 for each occurrence, and each contractor shall cause the Seller to be named as an additional insured.

6. Closing.

A. Closing: Subject to the conditions and contingencies in this Agreement, the closing of this transaction (the "Closing") shall occur at the offices of Purchaser's closing attorneys in Charleston, South Carolina, at _____ (AM/PM) on the date which is _____ () days after the last day of the Inspection Period, or on such other date, time and location to which the parties agree; provided however, Closing may occur at any date and time after the Effective Date upon at least _____ () days' written notice from Purchaser to Seller. **TIME IS OF THE ESSENCE.**

B. Closing in Escrow. Notwithstanding the foregoing, the Closing shall occur in escrow with the Escrow Agent. On or before the Closing Date, the parties shall deliver to the Escrow Agent any and all closing documents that the parties are respectively obligated to deliver under this Agreement. The parties agree to provide escrow instructions to the Escrow Agent consistent with the requirements of this Agreement to facilitate the Closing.

C. Possession. Seller shall deliver possession of the Property to Purchaser at Closing.

7. Closing Documents. At least two (2) business days before Closing, Seller shall execute and deliver to the Escrow Agent, in trust, the following items, in form and substance reasonably acceptable to Purchaser:

A. Deed: A general warranty deed, conveying valid, insurable (at standard rates), marketable, recordable, and infeasible fee simple title to the Property, subject only to (1) ad valorem real property taxes for the fiscal year in which the Closing occurs (to be prorated as of the date of Closing); and (2) any other matters of record in the Register of Deeds Office for Charleston County, South Carolina, as of the Effective Date, to which Purchaser has not objected prior to the expiration of the Inspection Period (collectively the "Permitted Exceptions"); provided, however, (a) Purchaser shall not be obligated to object to mortgage or other financing liens, tax liens or money judgments, and the same shall be paid in full by Seller at or prior to Closing, and Seller shall cause the Property to be conveyed free and clear thereof; and (b) Purchaser shall not be required to object to any conditions listed in the Title Commitment which Purchaser's title insurance company requires to be satisfied in order for the title insurance company to issue a final policy of owner's title insurance for the Property to Purchaser, and the same shall be satisfied by Seller at or prior to Closing.

B. Owner's Affidavit. An owner's affidavit in form reasonably acceptable to Purchaser's title insurance company affirming that there are no outstanding possessory rights, liens or rights to claim rights or liens against the Property.

C. Certificate of Tax Compliance. A current certificate of tax compliance from the South Carolina Department of Revenue as to the Seller, or affidavit in lieu thereof suitable to the Purchaser.

D. Satisfactions/Releases. Recorded documents evidencing the satisfaction or release of any liens or mortgages on the Property.

E. Foreign Person Affidavit. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

F. Withholding Tax. An affidavit with respect to the withholding tax, as required by the State of South Carolina.

G. Mortgage Payoff. Any information necessary for Purchaser's closing attorneys to obtain a payoff letter from any mortgagee or lienholder of record. Seller understands and agrees that the proceeds of Closing will be applied to terminate any mortgage of record or other lien prior to any disbursement being made to Seller.

H. Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

I. Evidence of Authority. If Seller is a legal entity, such consents and authorizations as Purchaser's closing attorneys may reasonably deem necessary to evidence authorization of Seller for the sale of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Seller in connection with Closing.

J. Other Documents. Such other documents or instruments as may be reasonably required by Purchaser, the Escrow Agent, or the Purchaser's title insurance company, required by other provisions of this Agreement, or reasonably necessary to effectuate the Closing, so long as such matters do not require any material expenditure of funds by Seller.

8. Intentionally Omitted.

9. Closing Expenses. Each party shall be responsible for the following expenses:

A. Seller's Expenses. Seller shall be responsible for the cost of preparation of the general warranty deed and related documents, the deed transfer fee, and, except as otherwise provided in this Agreement, any closing expenses customarily apportioned to a seller for similar transactions in Charleston, South Carolina.

B. Purchaser's Expenses. Purchaser shall be responsible for all expenses incurred by Purchaser in investigating the Property, including the cost of title examination, all reports, tests or other products of Purchaser's inspections or investigations of the Property, and the Survey, which shall be the sole and exclusive property of Purchaser. In addition, except as otherwise provided in this Agreement, Purchaser shall be responsible for any closing expenses customarily apportioned to a purchaser for similar transactions in Charleston, South Carolina.

C. Attorneys' Fees. The parties shall each be responsible for their respective attorneys' fees.

10. Ad Valorem Taxes. Ad valorem taxes ("Taxes") assessed against the Property for the year in which Closing occurs shall be prorated on a calendar year basis as of the day of Closing and shall be based on the actual Taxes for the current calendar year. Purchaser shall apply for tax exempt status for the Property and, if obtained for the tax year 2019, any pro rata taxes paid by Seller at Closing shall be refunded to Seller.

11. **Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Purchaser, each of which is made as of the Effective Date and will be deemed to have been made again as of the date of Closing:

A. Seller possesses all requisite right, authority, and power to execute and perform this Agreement in accordance with its terms.

B. Seller has good and marketable title in fee simple to the Property, which will be conveyed to Purchaser at Closing free and clear of any and all liens, encumbrances, restrictions or easements except for the Permitted Exceptions.

C. There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

D. There are not presently pending any condemnation actions or special assessments of any nature with respect to the Property or any part thereof, and Seller has not received any notices of any condemnation actions or special assessments being contemplated, nor does Seller have any knowledge of any being contemplated.

E. Seller has not received any notice of any violation of any ordinance, regulation, law, or statute of any governmental entity or agency pertaining to the Property or any portion thereof with which Seller has failed to comply.

F. Seller shall cooperate with Purchaser as may be necessary in the pursuit of title examination, soil and environmental testing, property inspections and the like, to include without limitation, providing Purchaser with copies of Seller's deed to the Property, copies of Seller's title insurance policy for the Property, if any; copies of any title search or survey Seller has had performed with respect to the Property, including copies of any documents referred to therein; copies of recorded or unrecorded instruments in which Seller has conveyed a right, title, or interest in the Property; and copies of previous reports, inspections, and the like relating to soil and environmental testing or other inspections of the Property. Seller shall also cooperate with Purchaser to allow Purchaser access to the Property to perform surveys, inspections, or investigations required or permitted in this Agreement.

G. Seller is not aware of any "hazardous substances," as the term is defined in Section 101(14) of the Comprehensive, Environmental Response Compensation, and Liability Act of 1980, as amended, that have been manufactured, stored, or disposed of on the Property; and Seller is not aware of the presence of any underground storage tanks located on the Property.

H. From the execution of this Agreement until the consummation of the purchase, Seller shall use reasonable efforts to conduct the maintenance of the building and improvements on the Property in the ordinary course and consistent with best practices to

protect the integrity of the building or improvements on the Property.

12. **Condemnation.** If any taking pursuant to the power of eminent domain is threatened or occurs as to all or any material portion of the Property before the Closing, or a sale occurs in lieu thereof, Seller shall immediately notify Purchaser, and Seller may elect to terminate this Agreement by delivery of written notice of termination to Purchaser within thirty (30) days after written notice from Seller of the condemnation or threat thereof. If the Seller does not terminate this Agreement and wishes to proceed to Closing, subject to its continued right of termination, Purchaser shall have fifteen (15) days to notify Seller in writing that Purchaser intends to terminate this Agreement. If Purchaser does not terminate this Agreement and wishes to proceed to Closing, all proceeds, awards and other payments arising from any such taking or sale shall be assigned to and paid to Purchaser, without any adjustment of the Purchase Price. If Seller or Purchaser elect to terminate this Agreement as set forth herein, the parties hereto shall have no further obligations or liabilities under this Agreement, except as specifically provided herein to the contrary, and the Earnest Money shall be returned to the Purchaser.

13. **Risk of Loss.** Prior to Closing, if any part of the Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event before the Closing Date. If Seller is unable to do so without fault, Purchaser may elect to (a) terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser; or (b) proceed to Closing, in which case any insurance proceeds received or due to Seller arising from or relating to the damage or destruction of the Property or any part of the Property shall be paid or assigned to Purchaser at Closing.

14. **Real Estate Commission.** Purchaser is not represented by a broker, agent, or other individual or entity entitled to a commission in connection with this transaction. Seller's agent is Herb Butler ("Seller's Agent"). Seller shall be solely responsible for paying any commission or other fees due to Seller's Agent out of the Seller's proceeds at Closing.

15. **Assignment.** Seller may not assign any of its rights or obligations under this Agreement without the consent of Purchaser, which consent may be withheld for any reason. Purchaser may assign its right and obligations under this Agreement without the consent of Seller.

16. **Default.**

A. **By Purchaser.** If Purchaser defaults in its obligations under this Agreement for any reason except for a default by Seller, Seller shall immediately notify Purchaser in writing and Purchaser shall have seven (7) days to cure said default (the "Purchaser Default Cure Period"), except that if the Purchaser Default Cure Period extends past the Closing Date, Purchaser's right to cure shall end on the Closing Date and Purchaser shall be in default under this Agreement. If Purchaser fails to cure, Seller shall be entitled, as Seller's exclusive remedy against Purchaser for Purchaser's default, to (1) terminate the Agreement and retain the deposit as liquidated damages and not as a penalty; or (2) seek a declaratory judgment regarding the rights and obligations of the parties under this Agreement.

B. **By Seller.** If Seller defaults in its obligations under this Agreement for any

reason except for a default by Purchaser, Purchaser shall immediately notify Seller in writing and Seller shall have seven (7) days to cure said default (the "Seller Default Cure Period"), except that if the Seller Default Cure Period extends past the Closing Date, Seller's right to cure shall end on the Closing Date and Seller shall be in default under this Agreement. If Seller fails to cure, Purchaser shall be entitled, as Purchaser's exclusive remedy against Seller for Seller's default, to (1) terminate the Agreement, in which case the Earnest Money shall be retained by Purchaser; (2) seek a declaratory judgment regarding the rights and obligations of the parties under this Agreement; or (3) seek specific performance of this Agreement.

17. **Time of the Essence.** The parties agree that time shall be of the essence in the performance of all of the terms and conditions of this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a legal holiday, then such time period shall be automatically extended to and through the next day which is not a Saturday, Sunday or a legal holiday.

18. **Counterparts and Electronic Transmission.** This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Facsimile or e-mail copies of this Agreement containing signatures of the parties shall be deemed to be originals and shall be binding.

19. **Captions.** Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

20. **Entire Agreement; Legally Binding.** The parties acknowledge that this Agreement contains the entire agreement between the parties with respect to the Property, and this Agreement supersedes any prior oral or written understanding with respect to the Property, and is legally binding on the parties, except that this Agreement shall not impact or abrogate the Declaration of Transfer Restrictions applicable to the Property, which shall remain in full force and effect notwithstanding this Agreement. No modification of this Agreement and no waiver of any of its terms or conditions shall be effective unless made in writing, duly executed by both parties, and, as to Purchaser, adopted by resolution or, if required by law, ordinance, of the Town Council.

21. **Successors and Assigns.** This Agreement shall be binding on the parties and their respective heirs, successors and permitted assigns.

22. **Notices.** All notices or elections required or permitted to be given, delivered, or served by any party shall be deemed given, delivered, or served in accordance with the provisions of this Agreement (a) when delivered to the intended party personally; (b) at 5:00 p.m. on the business day after the date delivered to a nationally recognized delivery service including, without limitation, Federal Express, United Parcel Service, Airborne Express, postage prepaid and sent for next day delivery; or (c) at 5:00 p.m. on the third business day after the date deposited in the

registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

If to Seller:

With copies to:

If to Purchaser:

E-mail:

With a copy to:

E-mail:

Provided, however, if a party uses subsection (c) to effect notice on the other party, the party sending such notice must also immediately email a copy of the notice or election to the other party using the email addresses provided.

23. **Governing Law.** This Agreement will be construed, and the rights of Seller and Purchaser under this Agreement will be determined in accordance with the laws of the State of South Carolina.

24. **Construction of Terms.** Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa.

25. **Execution of Documents.** Each party hereto covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such documents in order to carry out fully and effectuate the transaction herein contemplated.

26. **Attorneys' Fees.** In the event that either party obtains a judgment against the other as a result of a suit or other proceeding instituted to enforce rights hereunder, such prevailing party shall also be entitled to recover all costs, expenses, and attorneys' fees incurred by such party in

connection with such suit or proceeding.

27. **Interpretation.** No ambiguity in this Agreement shall be construed against the draftsman or principal draftsman of this Agreement.

28. **Miscellaneous.** If either party is a corporation, limited liability company, trust, partnership or other entity, it shall provide evidence that: (i) the persons executing this agreement are authorized to act on behalf of the entity, and (ii) that the entity is validly and legally existing and in good standing under the laws of the state of its organization and authorized to do business in the State of South Carolina, if its actions constitute "transaction of business." The individuals comprising the Seller shall be jointly and severally liable for the obligations contained herein.

29. **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

[The remainder of this page has been intentionally left blank. The signature pages follow.]

[SELLER'S SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, William Phillip Brantley has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

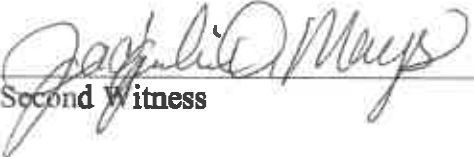
SELLER:



First Witness



William Phillip Brantley



Second Witness

Date: 6-12, 2019

[The remainder of this page has been intentionally left blank.]

[PURCHASER'S SIGNATURE PAGE TO PURCHASER AND SALE AGREEMENT]

IN WITNESS WHEREOF, Bill Woobey has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

Frances W. Simmons
First Witness

[Signature]
Second Witness

By: WW Woobey
Its: Mayor

Date: 6/11/19, 2019

[The remainder of this page has been intentionally left blank.]

ADDENDUM TO PURCHASE AND SALE AGREEMENT

This addendum hereby becomes part of the purchase agreement on the property located at: 1708 BRANTLEY DR, CHARLESTON, SC, Lot 56, BLOCK D, CENTERVILLE AKA TIDAL VIEW SUBDIVISION TMS#425-03-00-035. All parties hereby agree that the above purchase agreement is being amended to include:

Buyer hereby acknowledges that Seller has the option to qualify this transaction as part of a tax deferred exchange under section 1031 of the Internal Revenue Code. Buyer agrees that Seller may assign its rights and obligations under this agreement to a Qualified Intermediary as necessary to facilitate the exchange. Buyer agrees to cooperate with the Seller and a Qualified Intermediary in order to complete the exchange, which will neither delay the closing nor cause additional expense or liability to the Buyer.

All other terms and conditions of the purchase agreement remain the same.

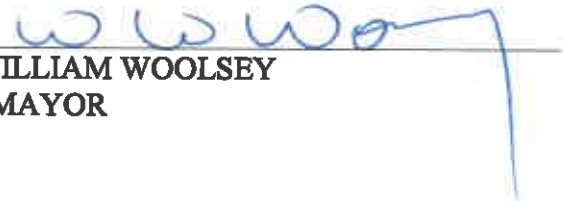
SELLER:


WILLIAM PHILLIP BRANTLEY

Dated: 6/12/19

PURCHASER:

THE TOWN OF JAMES ISLAND

BY: 
W. WILLIAM WOOLSEY
ITS: MAYOR

Dated: 6/11/19

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF CHARLESTON) ENCROACHMENT AGREEMENT
) AND
) ACCESS/FENCE EASEMENT

THIS ENCROACHMENT AGREEMENT AND ACCESS/FENCE EASEMENT IS made as of June 12, 2019, by and between WILLIAM PHILLIP BRANTLEY (collectively "BRANTLEY") and TOWN OF JAMES ISLAND ("the TOWN").

WITNESSETH

WHEREAS, the TOWN is the owner of that certain parcels of land known as Lot 56, BLOCK D, CENTERVILLE AKA TIDAL VIEW SUBDIVISION (TMS#425-03-00-035) ("LOT 56") on James Island, SC , Charleston County and BRANTLEY is the owner of that certain parcels of land known as Lot 1, CENTERVILLE AKA TIDAL VIEW SUBDIVISION (TMS#425-03-00-034) ("LOT 1") on James Island, SC , Charleston County more particularly described on plat recorded in Plat Book Hat Page 049 recorded in the Charleston County ROD and shown on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, LOT 1 is currently being encroached upon by the entrance to the boardwalk of the dock which is on the eastern property line of LOT 1 and the western property line of LOT 56, as shown on the unrecorded survey attached as Exhibit "B". BRANTLEY has agreed to allow the encroaching dock to remain on LOT 1 and to grant access to the dock to the TOWN allow the TOWN to build a fence at the entrance of the boardwalk to the dock, subject to the terms and conditions of this Agreement;

CREATION OF ENCROACHMENT AGREEMENT

NOW THEREFORE, the parties hereto, each in consideration of the agreement of the other and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have contracted and agreed as follows:

1. Acknowledgement of Encroachment. The TOWN hereby acknowledges that the entrance of the boardwalk to the dock encroaches on the LOT 1.

2. Acknowledgement of Location. The TOWN acknowledges and agrees that the encroaching entrance of the boardwalk to the dock is constructed partially on LOT 1, as shown on that certain survey prepared by Atlantic Surveying, Inc. dated June 3, 2016 and revised November 15, 2017 attached hereto as Exhibit "B" and incorporated herein by reference.

3. Maintenance. The TOWN agrees to maintain the dock and entrance to the boardwalk of the dock on LOT 56 and BRANTLEY hereby grants the TOWN a right of access for the same on LOT 1.
4. No Interest in Encroachment Area. The TOWN shall not acquire any right, title, or interest in or to the LOT 1. The TOWN understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any real property rights in the TOWN.

CREATION AND GRANT OF EASEMENT

NOW THEREFORE, the parties hereto, each in consideration of the agreement of the other and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have contracted and agreed as follows:

5. Access Easement. BRANTLEY establishes, grants, and conveys to the TOWN its successors and assigns forever a non-exclusive, perpetual, appurtenant, and irrevocable access easement and right of way for pedestrian and access, ingress, and egress across LOT 1 as may be required to access any portion of the entrance to the dock.
6. Fence Easement. BRANTLEY establishes, grants, and conveys to the TOWN its successors and assigns forever a non-exclusive, perpetual, appurtenant, and irrevocable Easement to allow the TOWN to erect a fence within the easement area.
7. Encroachment and Easement Area. The easement area will be four feet from the Western property corner at the dock access running West along the marsh front property line and then tapering back to the Lot 1/Lot 56 property line as will be more fully defined and shown on a property survey showing the measurements of the encroachment and easement area.
8. Release. BRANTLEY, here releases all responsibility, right or title to the Dock and boardwalk to the dock and will have not responsibility, right or title to the fence.

MISCELLANEOUS PROVISIONS

9. Default and Remedy. If any Party breaches its covenants and agreements under this Agreement, the non-defaulting Party may pursue any remedy available at law or in equity. The defaulting Party shall pay and indemnify the non-defaulting Party against all legal costs and charges, including attorney's fees, lawfully and reasonably incurred in enforcing any of the defaulting Party's covenants and obligations under this Agreement.

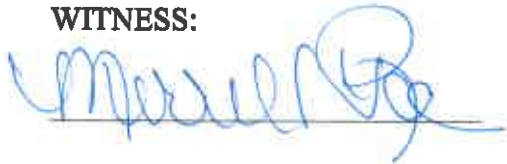
10. Indemnification. The TOWN shall indemnify, defend, and hold harmless BRANTLEY against any and all claims or suits for damages or injury arising from the TOWN's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by the TOWN in or about the Encroachment, and shall further indemnify, defend, and hold harmless BRANTLEY against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
11. Perpetual Easement It is intended that the Easement and Encroachment Agreement and rights herein granted, are perpetual, assignable and divisible, that the benefits and burdens of the Easement and Encroachment shall run with title to LOT 1 AND LOT 56 ownership or lease shall entitle the TOWN, its successors and assigns to enjoy the benefits hereby granted. This Agreement may be amended, modified or terminated only by recorded written instrument duly executed and acknowledged by the TOWN and BRANTLEY, or their respective successors and/or assigns as owners of the subject parcels.
12. Amendment. This Agreement may be amended at any time by mutual consent of the Parties hereto, with any such amendment to be invalid unless in writing, signed by all Parties hereto.
13. Entire Agreement. This Agreement contains the entire Agreement and understanding by and between the Parties relating to the encroachment area and easement, and no representations, promises, agreements, or understandings, written or oral, relating thereto and not contained herein shall be of any force or effect.
14. Governing Law. This instrument shall be governed by the laws of the State of South Carolina.

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

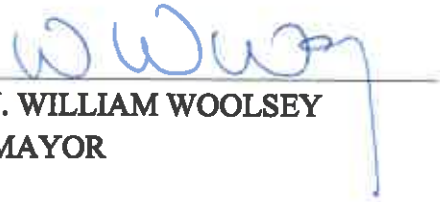
SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS:



TOWN OF JAMES ISLAND

BY:



W. WILLIAM WOOLSEY

ITS: MAYOR

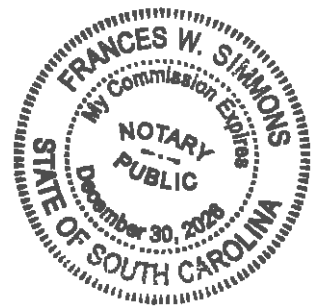
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 11 day of June, 2019, by W. WILLIAM WOOLSEY, AS MAYOR OF THE TOWN OF JAMES ISLAND.



NOTARY PUBLIC: STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES: 12-30-2026



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

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS:

Jacqui O. Mays
Attestal

William P. Brantley
WILLIAM PHILLIP BRANTLEY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 12th day of June, 2019, by WILLIAM PHILIP BRANTLEY.

Robin Sanders

NOTARY PUBLIC: STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES: March 28, 2026



EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

All that certain piece, parcel, or lot of land, with any buildings and improvements thereon, situate, lying and being on James Island, in the City of Charleston, Charleston County, South Carolina, known and designated as Lot 56 on a plat entitled, "Map showing Correction in Part of Centerville-Sub-Div., Section 'D,' James Island, Charleston County-S.C.," by W.L. Gaillard, Surveyor, dated April 17, 1948, and recorded on April 21, 1948, in Plat Book G at Page 045A in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, reference to which plat is craved for a more complete and accurate legal description.

Being a portion of the property conveyed to William Phillip Brantley by Devise/Descent of Real Estate of the Estate of Ruby W. Brantley dated May 9, 1985, and recorded in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina at 84ES10-00941.

TMS No. 425-03-00-035

An Ordinance to Amend Chapter 70: Traffic Regulations

Whereas, the Town of James Island finds it necessary to enforce certain traffic regulations along town streets; and

Whereas Town Council finds the public safety would be better served by regulating the traffic on certain Town streets with stop signs, no parking signs and other traffic-control devices should the need arise.

Erecting Signage:

Pursuant to section 56-5-710 Code of Laws of South Carolina, 1976, Town Council hereby empowers the department of public works to erect stop signs, no parking signs and other traffic-control devices on Town streets under its jurisdiction as it may deem necessary to regulate, warn, and guide traffic using such locations and streets.

Minimum width of roadway required to be free for traffic; blocking public or private driveway prohibited:

No person shall stop, stand or park any vehicle upon a street in such a manner as to leave available less than fifteen (15) feet of the width of the roadway for the free movement of vehicular traffic, except that a driver shall stop when necessary in obedience to traffic regulations or traffic signs or signals or a police officer.

No person shall stand, stop or park any vehicle in front of a public or private driveway or within three (3) feet of either side thereof, or on the opposite side of any public or private driveway in such a manner as to inhibit the entry or departure from the driveway or block necessary service delivery (i.e. mail delivery, trash pick-up) and to ensure emergency vehicle access. Any duly authorized person, prior to issuing a uniform ordinance summons for a violation of this subsection, shall determine that the vehicle is inhibiting the entry or departure from such driveway.

Impounding unoccupied and unattended vehicles:

Any unoccupied and unattended vehicle found violating the terms of this chapter may be removed and impounded by any duly authorized person and shall be surrendered to the duly identified owner thereof only upon payment of cost of impounding.

Penalty:

(A) Any person violating any provision of this title for which no specific penalty is provided shall be subject to the penalty provisions in § [10.99](#) of the Town of James Island Code of Ordinances.

(B) Any person who violates any provision of this section shall, upon conviction thereof, be fined not more than \$200, or imprisoned for not more than 30 days. However, if the court in its discretion finds that a fine or imprisonment, or a portion thereof, is inappropriate under the circumstances, the violator may be sentenced up to 30 days of public service for the town in lieu of the fine or imprisonment.

(C) This Ordinance shall become effective upon its Second/Final Reading.

First Reading: June 20, 2019

Second Reading/Final Reading: July 25, 2019

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk