



Town of James Island, Regular Town Council Meeting  
July 15, 2021; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

**In-Person Meeting, SEE DETAILS BELOW**

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

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

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

1. Opening Exercises
2. Public Comment
3. Consent Agenda:
  - a. Minutes: June 30 Special Town Council Meeting
  - b. Minutes: June 17 Regular Town Council Meeting
4. Information Reports:
  - a. Finance Report
  - b. Administrator's Report
    - American Rescue Plan
    - JIACC Memo
  - c. Public Works Report
  - d. Island Sheriffs' Patrol Report

5. Requests for Approval:

- RFA – Quail Run Drainage Assessment
- Grant Services for CDBG-Mitigation Grant - James Island Creek Basin Drainage Masterplan
- Town Holiday Decorations
- Town Hall HVAC Maintenance Agreement

6. Committee Reports:

- Land Use Committee
- Environment and Beautification Committee
- Children’s Committee
- Public Safety Committee
- History Committee
- Rethink Folly Road
- Drainage Committee
- Business Development Committee
- Trees Advisory Committee
- James Island Intergovernmental Council

7. Proclamations and Resolutions:

Proclamation Recognizing Dion Lamont Davis, Jr. for Perfect Attendance

Resolution #2021-08: A Resolution Calling for a Referendum to Increase Town Council from Four to Six Members

8. Ordinances up for Second/Final Reading:

9. Ordinances up for First Reading:

Ordinance #2021-03: An Ordinance Increasing Compensation of the Mayor

Ordinance #2021-04: An Ordinance Establishing General and Special Schedules for Retention of Public Records

Ordinance #2021-05: An Ordinance Amending the Town of James Island's Rules of Procedure Regarding Agendas

10. New Business:

- \$2,000 for Landscaping of the JIACC
- Dominion Tree Protection Agreement Breach
- Request spending related to legal services be limited to attending monthly meetings and further amounts spent on legal services be voted on by Council

11. Executive Session: The Town Council will/may enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina. Upon returning to Open Session, Council may act on matters discussed in Executive Session.

12. Return to Regular Session:

13. Announcements/Closing Comments:

14. Adjournment

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

The Town of James Island held a Special Meeting on Wednesday, June 30, 2021 at 4:00 p.m. at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. Councilmembers present: Boles, Mignano, Milliken, and Mayor Woolsey, presided. Absent: Councilman Darren “Troy” Mullinax, (gave notice). Also, Town Administrator, Ashley Kellahan, Town Attorney, Bonum S. Wilson, Finance Director, Merrell Roe, and Town Clerk, Frances Simmons. A quorum was present to conduct business.

Public Comment: None

Mayor Woolsey asked for a motion to adopt the agenda item. Councilman Boles moved that Council vote to take action on a proposal to destroy documentation, records, checks and other materials from the previous Town of James Island Tax Credit procedures where checks were mailed to Town taxpayers; along with any similar documentation such as returned bank drafts or checks. Councilwoman Mignano seconded.

During the discussion, Councilman Boles stated that this was discussed at the last Town Council meeting, and he is in favor of it.

Councilman Milliken stated that something bothered him at the last meeting; and that we would not have needed a discussion with Counsel had the item been added to the agenda. He realizes that Councilman Boles requested the item on Thursday, the week of our meeting; however, the City of Charleston modifies their agendas up to the day before their meeting. He said it seems that if they have the ability to do that, we should have that same ability and perhaps we need to revisit our policy to be able to modify our agendas up to the day before our meeting. He thinks that would have avoided the discussion about whether or not the agenda item was considered an emergency and would have been easily done.

Mayor Woolsey’s statement regarding destroying historical public records is attached.

Councilman Boles said he wished that statement had been made at the Tax Workshop. It is well written, illustrative, informative and it tells everyone the history of the documents and why the Mayor think they are important. He said it is so well written that it could take the place of the documents and be referred to whenever a question comes up about it. He thanked Mayor Woolsey for writing the statement and it should be saved so if there is a question again they could refer to the chronology that we have.

Mayor Woolsey addressed Councilman Boles that he took exception to language he used that he threw a tantrum at the Tax Workshop. He said he demonstrated that there was a large amount of materials in the bins which was an administrative nightmare. He said carrying the bins from his office was a mistake because of how he breathed, and they should have been in the Council chambers, but the notion that he had a tantrum is false and asked Councilman Boles for an apology. Councilman Boles responded that as soon as the Mayor writes his letter of apology he will write one back to him.

There was no further discussion. Mayor Woolsey called for the vote, and it passed. Mayor Woolsey opposed.

Executive Session: Not needed

There being no further business to come before the body, the meeting adjourned at 4:15 p.m.

Respectfully Submitted:

Frances Simmons  
Town Clerk

## Statement from June 20, 2021 on the Proposal to Destroy Historical Public Records

Mayor Bill Woolsey

### **Background**

The Town of James Island has possession of some historical public records from the three Towns of James Island that were formed, operated for a time, and then found illegally formed and ordered dissolved by the South Carolina Supreme Court.

In my opinion, of special historical interest are documents associated with the tax refund program introduced by the third Town of James Island, formed in 2006 and dissolved in 2011.

There are many municipalities in South Carolina that receive revenue from the Local Option Sales Tax property tax credit fund and have no property tax to credit.

The third Town of James Island was unique in mailing tax refund checks to those who would have received such a credit if there had been a property tax.

Staff from the third Town described this effort as an administrative nightmare.

For the fourth Town of James Island, whose Council is meeting today, this became an issue in the 2014 Mayoral race, where one candidate advocated mailing property tax refund checks.

Further, this Town was sued seeking to compel a return to writing tax refund checks in 2015.

And so this was a unique historical episode of continuing practical significance.

### **Returned Checks**

There are several types of public records of historical interest from this period.

First, there are checks that were returned by the post office because they were undeliverable.

There are 750 such checks.

These checks were never deposited or cashed and so include no banking information for the taxpayer.

At the June 17 meeting of Council, these were described as "cancelled checks." That was a significant error because cancelled checks that are deposited rather than cashed would have included codes on the reverse side that can identify the taxpayer's bank and deposit account.

These checks returned by the post office are all blank on the reverse side.

The only banking information is from the Town. Not the current Town's bank or account number. Not even the third Town's regular checking account. This is was a special account that was used by the third Town for tax refund checks. It was closed by Charleston County soon after the third Town was dissolved in 2011. Subsequently, First Federal was merged into another bank, so the only banking information is from a defunct account for a defunct Town in a defunct bank.

Also interesting is that for most years, the mailers for the checks included the Town's "Tax Refund Hotline Number." The Town had a dedicated phone line because of all the difficulties taxpayers had receiving these refunds.

These checks are important because they are evidence of the number of taxpayers who were due refunds, but never received them.

Today, with the Town's cost share agreement with the James Island Public Service District, this is never a problem, because the credit is on the tax bill and the taxpayer just pays less.

### **Bank Statements and Reconciliation Printouts**

The second set of public records are bank statements and reconciliation sheets for the third Town's special tax refund account at First Federal. The third Town had other bank accounts, but this one was dedicated for writing the refund checks.

There are 41 bank statements for that account.

Also included are printouts from the Town's accounting software used to reconcile all of the checks.

The statements include images of all the checks that cleared.

At the June 17 meeting, it was stated that First Federal statements included images of the reverse of checks, and so information about the bank where a check was deposited and the bank account number of the taxpayer depositing the check.

Review of all items found no images of the reverse of any check. The only information on the images is of the third Town's bank account.

The Town's finance officer checked with our current bank, First Citizens. Our statements include images of the checks the Town has written, but our bankers verified that there is no information on the statement that can be used to identify the bank or account number of those receiving payment.

Doug Adams, who was the third Town's banker at First Federal, verified that the same was true of the third Town's bank statements.

The historical significance of these public records is that it shows the effort required to reconcile these bank accounts. The third Town's one finance officer had to spend days reconciling all of these thousands of checks.

Truly, an administrative nightmare.

The Town's cost share agreement requires the reconciliation of only 12 checks sent by the Town to the James Island Public Service District.

### **Tax Refund Appeal Forms**

The third set of historical public records is made up of appeal forms filled out by taxpayers of the third Town who had some problem or issue with their tax refund check. There are 650 appeals.

Most of these taxpayers received a refund check that had some error, though some appeals are for a taxpayer who received no check at all.

This is important for two reasons.

First, it shows an additional burden this program created for the staff of Town three. All of these applications had to be reviewed and approved or rejected. For the most part, new checks needed to be prepared.

But more importantly, it shows that the program created a major inconvenience for many taxpayers.

For most taxpayers, the program was only a small inconvenience. A check was received in the mail and it was deposited. While that is not as convenient as just paying less in the first place, the inconvenience was minor.

For those taxpayers who needed to file an appeal, the tax refund was a significant inconvenience. With the Town's current cost sharing program with the James Island Public Service District, when the tax credit reduces the amount of property tax paid in the first place, this is much less of an issue than when thousands of refund checks had to be mailed after the taxes were paid.

These applications typically include the original check with the error, a stub for a new check, a form that identifies the nature of the problem, and frequently a print out of information from the Charleston County website, that is available to the public. There is no information about the taxpayer's bank or bank account.

The Town also retains printouts of lists of the TMS numbers of taxable property in the Town, the name of the person who paid the tax, the address of that person, and the tax refund due that taxpayer.

In my view, these historical public records should be retained.

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. at the Town of James Island, 1122 Dills Bluff Rd., James Island, SC Thursday, June 17, 2021. Councilmembers present: Boles, Mignano, Milliken, Mullinax, and Mayor Woolsey presided. Also, Town Administrator, Ashley Kellahan, Town Attorney, Bonum S. Wilson, Finance Director, Merrell Roe, Public Works Director, Mark Johnson, Island Sheriff's Patrol, Lt. Shawn James, and Town Clerk, Frances Simmons. A quorum was present to conduct business.

Opening Exercises: Councilman Milliken opened by asking Council to offer a moment of silence in remembrance of the Emanuel Nine victims then led in the Pledge of Allegiance.

Public Comments: None

Consent Agenda:

Minutes of May 20 Regular Town Council Meeting: Motion to approve was made by Councilman Boles, seconded by Councilwoman Mignano, and passed unanimously.

Information Reports:

Finance Report: Finance Director, Merrell Roe, gave an overview of the Finance Report and it was received as information.

Administrator's Report: Town Administrator, Ashley Kellahan gave an overview of the Administrator's report and it was received as information. Mrs. Kellahan added by giving an update on the American Recovery Fund. The Town has not received its portion but is expected to by the end of August. Mrs. Kellahan indicated that the Town expects to be reimbursed \$3.7 million and will have three (3) years to spend it. She will begin to look at shovel-ready projects and provide a summary of them to Council at the July meeting.

Councilman Milliken asked if Town staff would populate the 501C-3 Board and Mrs. Kellahan answered yes. She is in the process of completing the Articles of Incorporation and the Board of Directors.

Public Works Report: Public Works Director, Mark Johnson gave an overview of the Public Works report and answered questions from Council. He added that at the June SW Manager's meeting, information was shared that municipalities would begin to place snipe signs in neighborhoods informing them when drainage cleaning would be done.

Island Sheriff's Patrol Report: Lt. Shawn James gave an update of recent crimes within the last 30 days. He noted an increase since summer; not only in the Town, but across the County including break-ins of unlocked vehicles. Lt. James gave an update on the parade held today for James Island Charter High School that congratulated them on their AAAA State Championship wins.

Requests for Approval:

Davis & Floyd, Brantley Park Scope and Fee: Mrs. Kellahan presented for approval the Scope and Fee from Davis & Floyd for planning services, agency coordinator and parking revisions for Brantley Park. The total cost is \$16,300. The previously designed on-street parking will be revised to accommodate a single, pervious ADA parking space. Mrs. Kellahan said Chris Haynes was present to answer questions. Motion in favor by Councilman Milliken, seconded by Councilman Mullinax.

Councilman Milliken asked if the Town had communicated with the City regarding TRC (Technical Review Committee) related issues. Mrs. Kellahan replied that City Councilwoman Jackson did not see a problem that it needed to go through TRC. She also answered Councilman Boles' question about costs



relating to A&B of the scope and fee.

LPR Camera on Harborview Road: Mrs. Kellahan presented for approval two options for an LPR camera on Harborview Road. Lt. James and Henry Beck with NDR-IS was present and answered questions from Council. Solar option \$24,510; annual service agreement of \$2,937 and a monthly utility cost of \$40 with Verizon and a Power-fed option with a 12ft. arm @ \$23,380, annual service agreement of \$3,106 and monthly utility feet of \$40 from Verizon. Councilman Milliken moved in favor of the solar option and to study the best location for the system to work, Councilman Mullinax seconded. Motion passed unanimously.

Dominion Smart Meter Request: Councilman Milliken presented for approval a request for a representative from Dominion Energy to attend an upcoming Town Council meeting to provide information on the Smart Meter installation and its opt-out process. Councilman Mullinax seconded. Motion passed unanimously.

Temporary History Exhibit: Mrs. Kellahan presented for approval the request for the Temporary History Exhibit at the James Island Arts & Cultural Center. The exhibit would feature photos from the History Booklet on the panels (not private homes). The cost for layout & design, print production & fabrication and installation is \$18,825. Motion in favor by Councilman Mullinax, seconded by Mayor Woolsey. Councilman Milliken made reference to the panel “fiery secession” under panel draft 1 and suggested an editorial change due to the rhetoric used. Mayor Woolsey noted that he did not think that was going to be the actual language but is an example of size, font, and color. Councilman Milliken suggested having sensitivity moving forward. Mayor Woolsey said these comments would be taken under advisement. Motion passed unanimously.

Driveway Apron Repairs: Mr. Johnson presented a request to repair the driveway apron repair at W. Piccadilly Drive. There was discussion and Councilman Milliken asked if the three (3) requests could be taken together and moved for those approvals, Councilwoman Mignano seconded. Councilwoman Mignano asked if this request was the same as the others and if the repairs were drainage related. Councilman Boles asked who requested the repair and Mr. Johnson replied that the owner did. Mr. Johnson further stated that staff does not support this request. As seen by the photographs, he commented that the broken portion of the driveway apron is by the roadway and not near the culvert. There is no erosion or other cracking on or near the culvert that would suggest this is drainage related. Additionally, the Town has already replaced two driveway aprons at this property, which has three and this is not preventing vehicles from traversing the driveway. Councilman Milliken asked if this was caused by stormwater and Mr. Johnson said “no”. Mr. Johnson was asked about the other driveway apron requests, and he responded that they were drainage related and caused by joint separation of the culvert pipes.” Mayor Woolsey asked that the agenda items be voted on separately without objection based upon the staff’s recommendation and Councilman Boles stated his reasons and objected to voting separately on the requests. Councilman Milliken reasoned they be voted on together because they are in the right-of-way. After discussion, the motion passed 4-1 for the three requests together: 1) W. Piccadilly Drive, \$9,8052); Waterloo Street, \$9,9683); and League Street, \$8,710. Mayor Woolsey voted no.

Foxcroft Undergrounding Preliminary Cost and Public Meeting: Mrs. Kellahan reported that the staff met with Dominion representatives on June 10 to review preliminary plans for undergrounding powerlines along Foxcroft to Stillwater and what the project would entail should Council decide to move forward. A memo was provided to Council with information about the project in addition to a map of the designated area and photos of the transformers and boxes. She said approval of the request would move it to a public meeting for input from residents. Motion in favor by Councilman Mullinax, seconded by Councilman Milliken. Mrs. Kellahan answered Councilman Milliken’s questions about the number of transformers and boxes that would be required. He asked if there could be more than two houses on a transformer if they are

on the ground, which was answered by Mr. Johnson. Councilman Boles spoke of other places that has them, i.e., Bayview Farms. Councilman Milliken asked if neighborhoods had been notified and Mayor Woolsey answered yes and noted there are 11 houses in the Town and 4 in the City. The motion passed unanimously. The public will be advised of the meeting date and time.

Hale Street Inlet Box Sinkhole Repair: Mr. Johnson presented an inlet repair box on hale St. caused by a sinkhole at \$3,895. Motion in favor by Councilman Milliken, seconded by Councilwoman Mignano and passed unanimously.

Committee Reports:

Land Use Committee: No Report.

Environment and Beautification Committee: Councilman Milliken reported on the James Island Pride litter pickup held last Saturday. 30 volunteers picked up 24 bags of litter. Thank you to the JI Charter HS Football and ROTC. The next pickup will be a gorilla pickup on Riverland Drive. An Adopt-A-Highway pickup will be held in late August. Helping Hands now has plenty of volunteers. Thank you to Stan Kozikowski.

Children's Committee: No Report.

Public Safety: Councilman Mullinax reported that the Neighborhood Council meeting is Thursday, June 24 at 7:00 p.m. at the Town Hall. Councilman Mullinax moved for the nomination of Mary Ann Henry to serve on the Neighborhood Council representing Centerville. Councilman Milliken seconded and motion passed unanimously.

History Committee: Mayor Woolsey reported that the History Committee met June 1 and discuss the historic trail and establishing a missions statement.

Rethink Folly Road: Mayor Woolsey reported that the Rethink Folly Road Steering Committee will meet on Wednesday, June 23 at 3:30 p.m. on virtual platform.

Drainage Committee: Councilman Mullinax announced that the next meeting will be determined. Business

Development Committee: No Report.

Trees Advisory Committee: No Report.

James Island Intergovernmental Council Meeting: Mrs. Kellahan announced that Chairwoman Honeycutt would like to schedule a meeting in September. Date and time to be determined.

Proclamations and Resolutions:

Proclamation Recognizing JICHS 2020-2021 State Championship Teams: Mayor Woolsey read the Proclamation recognizing the JICHS on winning AAAA Championship status. Mayor Woolsey moved in favor and Councilman Milliken seconded to modify the proclamation to include all Councilmembers because they are proud of the teams accomplishments and want to congratulate them also. The proclamation passed as modified. Mrs. Kellahan added that awards and recognition to the athletic program and head coaches will be presented at the August 19 Town Council meeting.

Ordinances up for Second/Final Reading: None.

Ordinances up for First Reading: None.

New Business: Councilman Boles made a motion to amend the agenda to vote that the Town destroy the checks that are saved in the recycling bins that were dumped onto the floor; Councilman Milliken seconded. Mayor Woolsey stated that state law requires that if Town Council find that there is an emergency that it must pass by a 2/3 vote. The motion to amend the agenda passed upon a vote of 4-1. Mayor Woolsey opposed.

After the motion passed to add shredding the documents to the agenda, Mayor Woolsey said, “Now we will consider this motion, however it is not an emergency and discussion ensued. Councilman Milliken said he thinks the bins of paper are a fire hazard and Councilman Boles said the data on the checks need to be destroyed. He continued that he requested this item to be placed on the agenda on Thursday thinking we were still operating under the COVID rules and was told that the deadline had passed; but to him, this is an emergency because these are cancelled checks and learning that they have been stored unsecured for decades serves no useful purpose, as well as the risks of them being misused. There is no benefit to having them, and we can vote tonight properly to dispose of them. When the risks are balanced against the benefits, there is no benefit. To him, they need to be shredded tonight or tomorrow morning. Mayor Woolsey corrected that they are not cancelled checks, and Councilman Boles said they are checks that has citizens’ names and banking information on them. He again stressed that the checks has no benefit, and we should get rid of them. Councilwoman Mignano talked about images on the front and back of checks. Mayor Woolsey asked the Town attorney if we are obligated to get rid of the checks, to which Mr. Wilson said we are not obligated to get rid of the checks; but Councilman Boles said it is prudent to do so. There was discussion of what constitutes an emergency which was noted as a fire hazard, security of the information contained in the documents, and Councilman Milliken’s opinion of the Mayor’s health when he carried the bins of checks. Councilman Milliken commented that he does not see what the problem is in getting rid of the checks now because there is nothing that requires us to keep them; and he asked if there is anything legally binding for the Town to keep them. Councilman Boles said we have 2/3 votes to add to the agenda and it was properly added. Councilman Boles said if we don’t vote on this now he is going to bring it up again at next month’s meeting, so what is the difference in waiting to next month when we can destroy them now. He explained in a month’s time the checks are still sitting in a conference room where he is told that contractors are coming and going through the building and the checks are unsecured. He said to get rid of them as there is no reason to keep them. Councilwoman Mignano said the checks were in Council Chambers during the Planning Commission meeting and she would not want her private information out there; it is not safe or secure. Mayor Woolsey explained that the information on the checks is about property tax, it is not private information and is on the County website. Councilman Boles talked about check fraud, and it is mind blowing that the Mayor is defending keeping them as they have way outlasted any purpose. There was brief discussion about holding an emergency meeting. After discussion, the Mayor called for the vote. Vote passed 4 to 1 with the Mayor voting in opposition.

*\*Some portions of the recording were unclear due to a temporary air conditioning unit running in the background.*

Executive Session: Not needed.

Announcements/Closing Comments: Councilman Boles congratulated Lt. James on his recent promotion. He is glad that we are able to meet in person. Hopes the A/C is fixed soon.

Councilwoman Mignano congratulated Lt. James and thanked everyone for their hard work. She asked if we could put microphones in front of Council because it is difficult to hear one another.

Councilman Milliken thanked staff for their hard work.

Mayor Woolsey announced that 60% of persons has had one COVID-19 vaccination. He encouraged everyone to get vaccinated that those numbers increase.

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:40 p.m.

Respectfully submitted:

Frances Simmons Town Clerk

DRAFT

# Town of James Island

% FY Complete 100%

## Monthly Budget Report

Fiscal Year 2020-21

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
<b>GENERAL FUND REVENUE</b>														
Accommodations Tax				12075				7,486		10,521			30,082	25,000
Brokers & Insurance Tax			3,879			173					5,088	556,654	565,795	720,000
Building Permit Fees		1,137	1,662	541		1,337	3,441		2,339	1,364		3,712	15,533	10,000
Business Licenses	1,594	24,761	29,279	10,649	20,071	1,260	25,767	116,506	105,897	16,919	19,663	15,958	388,324	312,000
Grant Reimbursement													-	
Franchise Fees	133,428			3,554	55,431		3,384	45,010	2,902	7,618	36,791		288,118	315,000
Interest Income	28	72	48	41	34	44	37	27	35	24	42		430	550
Alcohol Licenses -LOP					9,000								9,000	10,000
Local Assessment Fees					428			556					984	1,000
Local Option Sales Tax (PTCF)			194,281	92,316	93,483	89,104	98,343	109,488	85,563	87,493	113,118	114,131	1,077,320	953,640
Local Option Sales Tax (rev)			78,761	37,894	38,166	36,863	39,700	45,573	33,971	35,302	46,873	46,353	439,455	385,050
Miscellaneous		2,149	29		330,425			26					332,629	500
Planning & Zoning Fees	1,146	701	1,442	1,121	2,113	819	1,448	765	1,308	1,023	1,174	1,362	14,422	12,000
Stormwater Fees		200	500	1,204	500	600	402	500	900	902	500	900	7,108	
State Aid to Subdivisions		-		68,307			68,307			68,307			204,921	273,228
Telecommunications								16,983				113	17,096	20,000
Tree Mitigation													-	1,000
Facility Rental Fees				152	454	152	456	302	760	608	304	302	3,490	8,000
Homestead Exemption													-	48,000
	136,195	29,020	309,882	227,854	550,104	130,353	241,285	326,212	250,683	230,080	223,553	Total	3,394,706	3,094,968
												% of Budget		110%

**ADMINISTRATION**

Salaries	30,418	20,114	20,158	20,059	20,489	34,768	20,263	20,527	20,640	20,496	20,421	20,685	269,037	282,040
Benefits, Taxes & Fees	11,379	7,546	7,557	7,533	7,643	11,699	7,802	7,866	7,828	7,687	7,650	8,117	100,306	106,800
Copier	325	586	330	330		568	779	330	525		863	330	4,968	5,500
Supplies	102	288	194	673	438	167	85	263	559	580	636	502	4,488	7,000
Postage	214	17	1,756	1,644	214		502	415		100	214		5,076	6,000
Information Services	4,337	3,899	2,672	3,289	5,605	2,569	3,908	3,819	5,152	418	6,297	5,404	47,369	53,700
MASC Membership								5,341					5,341	5,500
Insurance	16,533			1,337	10,925		15,216		2,290				46,301	46,500
Legal & Professional Services		930	4,288					350	15,205	4,675	3,757	5,636	34,840	40,000
Town Codification		110		132				527	847		450		2,065	2,000
Advertising				1,020		49	457			10	20	1,300	2,856	5,000
Audit						12,500							12,500	16,000
Mileage Reimbursement		29	29	29	56	29	28	28	28	28	28	28	339	800
Bond Cost										605			605	700
Employee Screening				60				55					115	
Employee Training & Wellness		270	405	270		405		540	405	270		540	3,105	3,800
Dues and Subscriptions											60	100	160	1,500
Training & Travel				50								1,177	1,227	2,000
Grant Writing Services					450	450	3,000	1,507	52				5,459	13,000
Employee Appreciation	52				140	96	94		50	87		61	579	800
Mobile Devices	55	212	305	216	118	163	255	(37)	474	181	182	216	2,341	2,300
Credit card (Square)	78	113	82	104	141	75	165	241	227	133	134	118	1,612	
Bank Charges (Payroll Expenses)	250	900	(404)	236	287	286	296	296	315	315	315	318	3,411	2,000
	<b>63,743</b>	<b>35,014</b>	<b>37,371</b>	<b>36,981</b>	<b>59,006</b>	<b>51,324</b>	<b>52,849</b>	<b>42,070</b>	<b>54,596</b>	<b>35,587</b>	<b>41,025</b>	<b>Total</b>	<b>554,100</b>	<b>602,940</b>
												<b>% of Budget</b>		<b>92%</b>

**ELECTED OFFICIALS**

Salaries	5,654	3,769	3,769	3,769	3,769	5,654	3,769	3,769	3,769	3,769	3,769	3,769	48,999	50,000
Benefits, Taxes & Fees	5,186	3,457	3,457	3,457	3,457	5,167	3,457	3,457	3,457	3,457	3,457	4,310	46,630	46,960
Mayor Expense						120	60				160	76	416	1,000
Council Expense									109	138			247	2,000
Mobile Devices		10	59	38	38	38	38		76	38	38	38	411	2,100
	<b>10,840</b>	<b>7,237</b>	<b>7,285</b>	<b>7,264</b>	<b>7,264</b>	<b>10,979</b>	<b>7,325</b>	<b>7,227</b>	<b>7,411</b>	<b>7,562</b>	<b>8,193</b>	<b>Total</b>	<b>96,703</b>	<b>102,060</b>
												<b>% of Budget</b>		<b>95%</b>

**GENERAL OPERATIONS**

Salaries	38,158	25,439	25,439	25,439	25,439	42,703	25,439	25,439	25,554	25,554	25,554	25,554	335,712	360,022
Benefits, Taxes & Fees	13,655	9,103	9,104	9,103	9,103	14,005	9,393	9,393	9,411	9,230	9,153	9,125	119,779	137,350
													<b>455,491</b>	<b>497,372</b>
													<b>% of Budget</b>	<b>92%</b>

**PLANNING**

Supplies		93			53	43								190	600
Advertising					19		147				55			222	1,500
Mileage Reimbursement														-	200
Dues and Subscriptions														-	1,040
Training & Travel		20							70					90	1,000
Mobile Devices	27	31	31	31	31	22	31	(18)	81	540	(69)	(69)	671	660	
Equipment/Software												365	365	2,800	
Uniform / PPE													-	500	
Planning Commission	250		276	200		200			200				236	1,362	4,000
Board of Zoning Appeals	200	200	1,715	200	134	200						(250)	236	2,635	4,000
	<b>477</b>	<b>344</b>	<b>2,023</b>	<b>431</b>	<b>238</b>	<b>465</b>	<b>178</b>	<b>52</b>	<b>281</b>	<b>540</b>	<b>(319)</b>	<b>Total</b>	<b>5,535</b>	<b>16,300</b>	
												<b>% of Budget</b>		<b>34%</b>	

**BUILDING INSPECTION**

Mileage Reimbursement						69								69	500
Community Outreach														-	250
Mobile Devices	65	66	60	60	60	50	50		100	50	50	50	659	780	
Supplies								63					63	600	
Equipment / Software													-	300	
Uniform / PPE													-	250	
Dues & Subscriptions			90		100			25				248	463	800	
Travel & Training		605									50		655	1,400	
	<b>65</b>	<b>671</b>	<b>150</b>	<b>60</b>	<b>160</b>	<b>119</b>	<b>113</b>	<b>25</b>	<b>100</b>	<b>50</b>	<b>348</b>	<b>Total</b>	<b>1,909</b>	<b>4,880</b>	
												<b>% of Budget</b>		<b>39%</b>	

**PUBLIC WORKS**

Mileage Reimbursement														-	300
Training & Travel				245					10		40			295	1,925
Public Outreach															500
Projects	3,555	8,219	39	1,051	13,228	6,450	18,269	4,356		106	935	15,792	72,000	145,000	
Mobile Devices	86	94	81	81	81	54	99	(18)	181	81	81	81	982	1,345	
Uniform / PPE				117							108		225	700	
Supplies	643	201	565	1,113	1,072	139	162	6,679	200	73	93	172	11,112	12,200	
Emergency Management	351	1,021	302	1,676	1,014	508	1,610	1,045	502	1,202	10	502	9,743	25,000	
Dues and Subscriptions		218						218					436	425	
Asset Management		26,235		16,068		(5,000)	583		778	5,294	1,424	39	45,420	50,000	
Tree Maintenance and Care											4,950		4,950	20,000	
Groundskeeping	4,222	5,357	418	5,871	7,691	5,096	9,086	5,618	8,615	6,290	5,825	9,848	73,937	61,000	
	<b>8,857</b>	<b>41,345</b>	<b>1,406</b>	<b>26,222</b>	<b>23,086</b>	<b>7,248</b>	<b>30,027</b>	<b>17,679</b>	<b>10,285</b>	<b>13,047</b>	<b>13,465</b>	<b>Total</b>	<b>219,101</b>	<b>318,395</b>	
												<b>% of Budget</b>		<b>69%</b>	

**CODES & SAFETY**

Mileage Reimbursement														-	100
Equipment														-	900
Radio Contract		342				342		342			342			1,368	1,400
Training														-	500
Supplies		828			29									857	250
Uniform / PPE														-	250
ISP Dedicated Officer Annual Expense								28,328						28,328	59,840
ISP Programs & Supplies		40	795	56	54	1,954	2,924	2,939	3,472	56	56	1,136		13,483	14,220
ISP Salaries	20,805	17,145	17,588	16,125	17,520	25,583	20,488	22,943	21,199	18,090	21,420	25,191		244,096	204,880
Deputy Benefits, Taxes & Fees	5,616	4,615	4,738	4,336	4,703	6,845	5,543	6,215	5,604	4,902	5,807	6,785		65,709	59,660
Unsafe Buildings Demolition														-	20,000
Overgrown Lot Clearing														-	8,000
Animal Control														-	500
Crime Watch Materials														-	250
Mobile Devices		56	59	64	29	29	29		59	30	30	30		414	
Membership/Dues															250
	26,421	23,027	23,179	20,581	22,335	34,753	28,984	60,767	30,334	23,077	27,655	Total		354,255	371,000
												% of Budget			95%

**PARKS & RECREATION**

JIRC Contribution			300									350		650	4,750
Pinckney Park															
Park Maintenance		870	522	1,749	570	832	114	736	622	464	464	501		7,445	14,500
Special Events					323	134	29					1,004		1,490	5,000
Youth Sports Program				300				300			12,625			13,225	14,725
		870	822	2,049	893	966	143	1,036	622	13,089	814	Total		22,810	38,975
												% of Budget			59%

**FACILITIES & EQUIPMENT**

Utilities		2,806	2,572	2,453	3,117	2,432	2,578	2,928	2,646	2,005	2,593	2,961		29,091	34,000
Security Monitoring	76	226		152		76	76	152		76	76	1,202		2,112	1,000
Janitorial		1,275	848	550	584	617	578		751	550	816	550		7,119	9,420
Equipment / Furniture	296	583	592		335	335	504	460	66	487				3,659	5,700
Facilities Maintenance	421	379	351		332	75	75		75	75	2,149	2,264		6,197	6,500
Vehicle Maintenance Expense	242	562	215	2,739	263	199	220	268	405	378	417	496		6,404	6,500
Generator Maintenance														-	1,000
Street Lights		10,472	10,598	10,612	10,609	10,614	10,620	10,620	10,678	11,150	12,862	12,983		121,819	149,000
	1,035	16,303	15,176	16,506	15,240	14,348	14,652	14,429	14,621	14,721	18,913	Total		176,400	213,120
												% of Budget			83%



**COMMUNITY SERVICES**

Repair Care Program					10,434	14,115				13,250			37,799	35,000
Teen Cert Program													-	500
Drainage Council													-	500
History Council				1,564		2,280		500					4,344	3,780
Neighborhood Council	350		114							71		275	810	3,750
Children's Council													-	500
Business Development Council				31									31	3,500
Tree Council	200		195	175	15		465	1,401	222	618			3,290	5,000
Community Service Contributions				23,750									23,750	30,000
	200	350	-	309	25,519	10,449	16,395	465	1,901	293	13,868	Total	70,024	82,530
												% of Budget		85%

**CAPITAL PROJECTS**

<b>INFRASTRUCTURE</b>														
Dills Bluff Sidewalk, Phase III & IV		2628	4528	3557	2845					8210	2130		23,897	179,720
Lighthouse Point & Ft. Johnson Intersection													-	38,000
Lighthouse Point Blvd Sidewalk and Drainage Phase I													-	55,000
Regatta Road Sidewalk		1100			8700	3600				8611	6381	2276	30,668	26,500
Town Hall Sidewalks to Hillman and to Camp								32855					32,855	93,000
Capital Improvement Projects													-	25,000
Traffic Calming Projects		104975		962									105,937	135,000
<b>Capital Equipment</b>														
ISP - Dedicated Deputy Initial Expense								5160					5,160	75,741
Public Works Equipment						28	45000						45,028	48,625
<b>PARK IMPROVEMENTS</b>														
Pinckney Park	1210	23624	8599	401	44	13815	201	1995	992				50,880	64,910
Brantley Park														-
<b>DRAINAGE PROJECTS</b>														
Greenhill/Honey Hill Drainage Phase I						11324	3958	2225	3500	24972	10856	981	57,817	128,410
Lighthouse Pt. Sdwalk & Drainage Phase 1													-	55,000
Oceanview Stonepost Drainage Basin -I-II		13180	6670		5043	11715	2078	2191	10796	5388	6440		63,500	73,900
Hazard Mitigation Project	420752	3356	72	-309089	2090	3518	412	734	2152	66915	7022		197,933	150,000
Drainage Outflow Valve Devices														48,000
Drainage Improvement Projects	22938							32985		5310	3300	2640	67,173	67,938
James Island Creek Basin Drainage Improvements														32,000
Island Wide Drainage Study					3678								3,678	3,700
Highwood Circle Drainage Improvements									6000	4100			10,100	35,000
Highland Ave Drainage Improvements		13300	14475										27,775	118,750
	444,900	141,899	28,862	27,107	-301,810	43,818	23,019	122,708	13,416	64,152	92,840	21,489	722,399	1,454,194
													% of Budget	50%





# ADMINISTRATOR'S REPORT

Jul-21

## ADMIN NOTES

- Grant work to include quarterly reports of ongoing open grants (N. Stiles and JIACC) and researching potential new ones - Global Partners pursuing a few
- Love Bailey was here end of June working with myself and Merrell making some audit preparations - will be back with of 9/13
- Ribbon-Cutting held for James Island Nutrition
- Frances Completed our annual Risk Safety Audit required for the SMIRF program and updating the Town's personnel policy
- Intergovernmental Meeting scheduled for Wed. 7/21 @ 7 pm - call for agenda items until 7/14
- Staff working on Annual Dept Report, with goal of presenting that to Council at the Aug or Sept Mtg
- See attached updates on the American Rescue Plan and the JIACC

**Business Licenses** 59

\*25 of those processed at Town hall

## Code Enforcement Cases

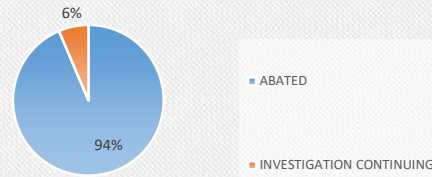
<b>TOTAL CASES</b>	<b>724</b>
<b>ABATED</b>	<b>678</b>
<b>INVESTIGATION CONTINUING</b>	<b>46</b>
RANK VEGETATION / SOLID WASTE	177
INOPERABLE VEHICLE	127
TREE CASES	48
NUISANCE PROPERTY	63

#8 new cases in June

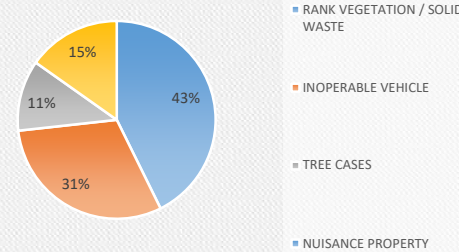
## Building Permits & Inspections

	Permits	Inspections
<b>Current Month</b>	109	127
Building	24	71
Electrical	20	21
Plumbing	8	17
Mechanical	7	7
Gas	8	10
Pool	2	-
Roofing	12	-
Fire System	1	1
Sign	-	-
Trades	27	-
Manufactured Home	-	-
<b>Previous Month</b>	101	195

## Code Enforcement - Case Status



## Code Enforcement - Case Type

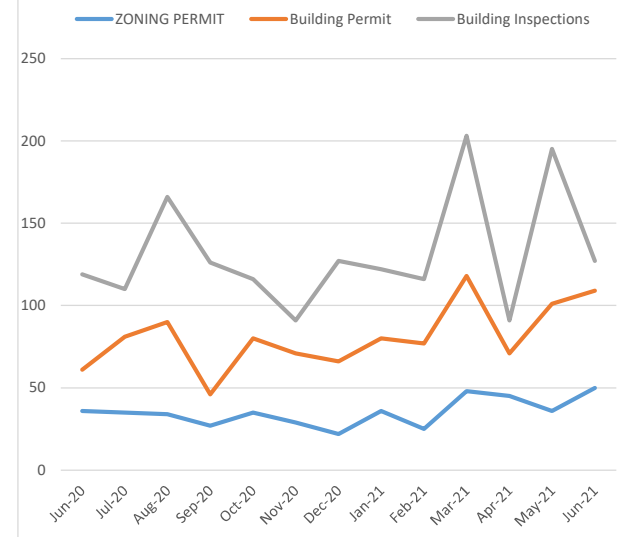


PERMIT TYPE	Jun-21
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	2
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	8
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	22
REZONING	
SPR	
SIGN PERMIT	-
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	
TEMPORARY ZONING	3
TREE REMOVAL	12
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	3
<b>TOTAL</b>	<b>50</b>

## PUBLIC WORKS NOTES

- There were 8 new requests for service in June. 3 were drainage related. Staff has responded to all requests.
- Staff held the monthly meeting of stormwater managers.
- Staff has been monitoring the Lighthouse Blvd Drainage and Sidewalk project.
- Staff identified locations an additional Pet Waste Stations through resident's requests.
- Staff met with a resident in Lighthouse Point to review the Schooner Road Drainage Study.
- Staff participated in the BCDCOG virtual meeting for Tri County Stormwater Managers.
- Staff participated in this year's South Carolina Chapter of the American Public Works Association virtual conference and gave a presentation on the Town's Pet Waste Station program.
- Staff participated in the planning meeting for the Third Quarter South Carolina Association of Stormwater Managers meeting.
- Staff participated in the preconstruction meeting for the redevelopment of the corner of Folly and Camp Roads by Chase Bank. Staff cleaned 5 signs in April and installed two new STOP signs. Staff cut vegetation on right of way to improve driver vision in various locations.

## PERMITS - 13 MONTH HISTORY





## Town of James Island

# Memo

**To:** Mayor and Town Council  
**From:** Ashley Kellahan, TA  
**Date:** June 7, 2021  
**Re:** American Rescue Plan - Proposed Spending Plan

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- The Town's allotment from the ARP is \$6,028,392. However, according to the federal guidelines, no non-entitlement local government (which we are) can receive more than 75% of their most recent budget as of Jan. 27, 2020. Our overall operating budget for FY 19/20 was \$4,945,682, and thus 75% of that is \$3,709,261. ***Our total projected allocation is \$3,709,261.***
- Metropolitan Cities have already received their disbursements directly from the Federal Government. The State is charged with setting up an online portal in which the remaining cities and towns must request their funds, however they have yet to do this. MASC has requested they disperse the funds ASAP, as many local governments are concerned about being able to spend their funds within the allotted timeframe due to the construction market, and the concern is the larger cities have a head-start. Realistically, the feeling is we will not receive the 1<sup>st</sup> disbursement of funds until October, and the remaining half will come no later than 12 months after the 1<sup>st</sup> disbursement. However, we do not have to wait to begin projects as any eligible project that began after March 3, 2021 is covered under this program. While the award period ends on December 24, 2024, project closeouts can extend two years past that deadline, so funds need to be obligated by the end of 2024, not necessarily spent.
- The funds have restricted uses, and those categories include:
  - **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
  - **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;

- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
  - **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
  - **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.
- A portion of the funds can be used for general government purposes to make up for lost revenue due to COVID. The methodology to calculate the lost revenue is to average the prior three full year history prior to COVID. We believe our growth adjustment will be calculated at 9% but have sought guidance from the IRS for a final ruling as the Town did have some anomalies in those years and we want to confirm our assessment. If calculated at 9%, the approximate amount the Town would be able to use outside of the guidance would be \$500,000. However, I feel that given the number of projects the Town has a need for that are drainage and water-quality related, all the funds the Town receives could be used for projects that fall within the guidelines.
  - We have several drainage projects that are shovel-ready and others that we have planned for assessing and studying to develop more infrastructure improvement projects. I have attached a listing of those projects, some with cost estimates and others that we have estimated. To get these projects to completion within the timeframe, as most will require various permitting, I would recommend we move forward on getting them underway. The estimated total for these drainage projects is approximately \$1.8 million.
  - There are several areas in and around the James Island Creek basin that are not on sewer connection. Given the JI Creek TMDL and our joint-agency effort in improving the water quality, I would recommend dedicating the remaining half of our funds, approximately \$1.8 million, to get homes that may have failing septic tanks onto a public sewer system. The JIPSD has an estimate of \$7 million to accomplish this and includes neighborhoods around Clark Sound and Oak Point. There are opportunities to leverage these funds with DHEC 319 grant and/or State contributions that we will continue to explore with the JI Creek Water Quality Taskforce.
  - The Town will need to do a Budget Amendment to account for the ARP funds.

## Attachment – Draft Project Worksheet

<b>Drainage Projects</b>	<b>Engineer Opinion of Probable Cost</b>	<b>Multiplier</b>
Greenhill / Honey Hill Drainage Improvements	248,902	298,682
Oceanview-Stonepost Drainage Basin, Phases I-II	384,000	460,800
Woodhaven Drainage Improvements	208,000	249,600
Quail Run Drainage Improvements	300,000	360,000
James Island Creek Basin Drainage Study	145,500	145,500
Highland Ave Drainage Improvements	65,000	78,000
Fort Johnson and Folly Rd Drainage Improvements	100,000	120,000
Tidal Gate Valves	125,000	150,000
<b>Total</b>	<b>1,576,402</b>	<b>1,862,582</b>

**ARP Total 3,709,261**

**Remaining for Sewer Infrastructure Projects 1,846,679**



## Town of James Island

# Memo

**To:** Mayor and Town Council  
**From:** Ashley Kellahan, TA  
**Date:** June 9, 2021  
**Re:** Update on JIACC

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- The new AC unit is scheduled to be in-place on Tuesday, July 13<sup>th</sup>. Following this, final electrical will be hooked-up and tests run to make sure everything is operational. We anticipate having the unit fully functional on or before Wed. July 21<sup>st</sup>. New substantial completion date for the contractor is August 1<sup>st</sup>.
- Other items we are wrapping up – security cameras installed, still need card-reader access installed. IT will not set up the computer stations until CO issued, but they have run tests with Comcast already to ensure everything is functioning.
- Have been in touch with Mary Edna Frasier regarding her artwork install and just awaiting on climate control secure access before we give her the go-ahead. While we have not been able to hear back from JI Arts Chair, I've met with former Arts Council members who have been a big help and organizing local artists to have on display for the center's opening. They also have a plan in place for getting with new director to discuss organizing volunteers for Saturday openings of the center for local artists to display and sell their work.
- The Town has hired a new JIACC Development Coordinator, Caroline Self. We received and interviewed many qualified individuals, and Mrs. Self stood out as the most qualified candidate. She holds a degree from East Carolina University and had Master's degree coursework in Arts Education from the University of Tennessee. She worked as the Curator of Art Education for the Lyndon House Arts Center in Athens Georgia for ten years where she creatively programmed over 650 Adult and children's art classes, camps, events, school tours, historic tours, workshops and exhibits. Her tentative start date is Thursday, July 22<sup>nd</sup> and I have asked her to come to the August Council meeting to introduce herself and present an overview of what she will be working on in the near future.
- While I think we could begin a soft opening in August, I would recommend we wait for an official grand opening in September once all the art and temporary history exhibits are installed.





**Stantec Consulting Services Inc.**  
4969 Centre Pointe Drive Suite 200, North Charleston SC 29418-6952

28 June 2021

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

Dear Mr. Johnson,

**Reference: Quail Run Subdivision Drainage Assessment**

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to the Town of James Island (Client) for providing a drainage assessment in the Quail Run Subdivision of the two existing closed drainage system that outfall to the southeast towards Clark Sound. This letter proposal is based on the site visit we conducted with the Town on June 24, 2021 and has been formatted to describe the scope of services offered and fees.

**SCOPE OF SERVICES**

Task 1 – Pipe Video Investigation

Stantec will use Pro Lateral as our subconsultant to perform a pipe video investigation of the existing drainage system. The pipe investigation will be performed with a pipe camera system to determine locations of debris, blocked pipes, collapsed pipes and root growth in pipes.

Task 2 – Drainage Assessment

Stantec will perform a site visit to the Quail Run Subdivision to gather existing drainage information and evaluate the existing conditions. We will use this information along with any other available information, such as plans and field data obtained from GPS survey equipment, to provide an assessment of the existing drainage system. Stormwater modeling will be performed to identify the locations causing the flooding and where improvements could be made to alleviate the flooding in the subdivision. Concept plans and an Opinion of Probable Construction Cost will be prepared for the recommended improvements.

28 June 2021

Mark Johnson

Page 2 of 2

Reference: Quail Run Subdivision Drainage Assessment

## PROPOSED FEE

Stantec will perform the services as a task order under our Master Services Agreement with the Town for the following lump sum fees:

Task	Fee
1 – Pipe Video Inspections	\$5,125.00
2 – Drainage Assessment	\$6,000.00
<b>Project Total</b>	<b>\$11,125.00</b>

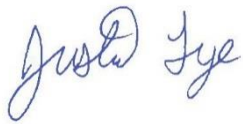
## ACCEPTANCE

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**



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

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Approved by (Please Print)

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Signature

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# THOMAS & HUTTON

1501 MAIN STREET, SUITE 760 | COLUMBIA, SC 29201

POST OFFICE BOX 7608 | COLUMBIA, SC 29202

803.451.6789 | WWW.THOMASANDHUTTON.COM

July 9, 2021

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

Re: CDBG-MIT Grant Consulting and  
Administration Assistance  
Letter Agreement for Services

Dear Ms. Kellahan:

Thank you for requesting our Grant Consulting and Administration services for the Town of James Island.

Our services will consist of grant writing and, if funded, administration services for a Community Development Block Grant – Mitigation (CDBG-MIT) grant for the James Island Creek Basin Drainage Master Plan. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time &amp; Expense Budget</u>
CDBG-MIT Grant Writing	Hourly Not to Exceed	\$7,500
CDBG-MIT Grant Administration	Hourly Not to Exceed	\$14,550

*(The Grant Administration cost is based on 10% of the anticipated project cost. This may be adjusted based on the actual grant award)*

This proposal between the Town of James Island ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures,

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

LBM  
Consultant's Initials

Ms. Ashley Kellahan  
Town of James Island  
Letter Agreement for Services  
July 9, 2021  
Page 2

represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

Thomas & Hutton will begin work on this project upon receipt of an executed contract.

If the arrangements set forth in these documents are acceptable to you, please sign and initial the enclosed documents in the spaces provided below and return to us. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By   
\_\_\_\_\_  
Lisa B. Muzekari, P.E.  
Department Manager

DMC/ak

Enclosures: Scope of Services  
General Provisions  
Consulting Services Rate Sheet

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

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

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

LBM Consultant's Initials

### **SCOPE OF SERVICES**

Thomas & Hutton will provide grant writing, grant administration and engineering consulting services for the proposed CDBG-MIT application for the James Island Creek Basin Drainage Master Plan. Additional grant administration services beyond the areas listed below can be provided under a separate scope of services.

#### **1. GRANT WRITING**

Thomas & Hutton will assist the Town of James Island with the development and submission of a CDBG-MIT Grant Application for the James Island Creek Basin Drainage Master Plan. The CDBG-MIT Grant Application will include:

- Application Forms
- Project Information
- Purpose of the Study
- Study Area Information
- Funding Sources
- Study Summary

#### **2. GRANT ADMINISTRATION**

Thomas & Hutton will assist The Town of James Island with the administration of the EDA Grants based on requirements of the Federally funded project. The administration services will include:

- Compliance with CDBG-MIT Requirements
- Assist with meeting any Special Award Conditions
- Record Keeping
- Financial Management
- Reporting
- Program Close-out

All required documentation will be submitted to the CDBG-MIT program. Thomas & Hutton will provide the Town with a list of information needed to complete the forms in a timely manner.

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**PAYMENT FOR SERVICES**

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

**ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**OWNER'S RESPONSIBILITIES**

**A. Access**

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

**B. OWNER's Representative**

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the *product*, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

**C. Fees**

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

**CONSULTANT'S RESPONSIBILITIES**

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

**OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

**ELECTRONIC FILES**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

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**CERTIFICATIONS, GUARANTEES, AND WARRANTIES**

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

**ACCESSIBILITY**

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [the execution of this Agreement, submission to building authorities, or other appropriate date] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

**SUBSTITUTIONS**

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

**OPINIONS OF PROBABLE COSTS**

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

**BETTERMENT**

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

**CHANGED CONDITIONS**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

**CODE COMPLIANCE**

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

**VALUE ENGINEERING**

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

**DELEGATED DESIGN**

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

**LIMITS OF LIABILITY**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers,

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directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

It is our understanding the OWNER has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, the OWNER assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against the CONSULTANT that may in any way connected thereto. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of the CONSULTANT. Any requests for specific construction observation services and agreed to by the CONSULTANT will be paid as Additional Services by the OWNER.

#### **TIME BAR TO LEGAL ACTION**

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

#### **ACTS OF OTHERS**

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. Unless specifically stated otherwise, the CONSULTANT's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.

#### **INDEMNIFICATION**

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

#### **CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### **DISPUTE RESOLUTION**

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

#### **JOBSITE SAFETY**

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and

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 Consultant's Initials



indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

**HAZARDOUS MATERIAL**

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER**

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

**TERMINATION**

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement,

including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**SIGNAGE**

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

**AMENDMENT**

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

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

CBM Consultant's Initials



## Town of James Island

# Memo

**To:** Mayor and Town Council  
**From:** Ashley Kellahan, TA  
**Date:** June 9, 2021  
**Re:** Town Holiday Decorations

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- Last holiday season, it was discussed that the Town should consider purchasing decorations for our new lamp posts as mentioned by some residents/council.
- Our new lampposts along the Camp and Dills Bluff intersection do have receptacles on the that would accommodate lighted decorations.
- In looking over the catalogs of the local area vendors, I came across “the Carolina Branch” and feel that it would fit the Town being a recently named Tree City USA. There are currently no cities/towns in SC that utilize this decoration, however several in NC that do. I have approached the JIPSD district manager who said their fire department would be able to install these for us.
- During the budget workshop, we discussed perhaps putting out options to the public for a vote and so I would recommend putting out three options.
  - 1<sup>st</sup> option – all 26 lampposts with “the Carolina Branch”
  - 2<sup>nd</sup> option – alternative with “the Carolina Branch” and a lighted wreath
  - 3<sup>rd</sup> option – alternating with “the Carolina Branch” and a traditional decoration such as a reindeer or poinsettia. (awaiting photos from sales rep. of options that work well for our posts.)
- Our large magnolia tree here at Town Hall is also a good option for holiday decorations being our feature tree here on the property, and it is close to a power source. I have included some grapevine decorations in the cost proposal for this specific tree.

**Attachment – Cost Estimate and photos**



# Proposal

8450 Garvey Drive  
 Raleigh, NC 27616  
 (800) 332-6798 Fax (919) 954-0203  
[www.moscadesign.com](http://www.moscadesign.com)

Date 7/8/2021  
 Quote # SH-61821-A2  
 Cust ID JAMES ISLAND SC  
 Exp. Date 7/23/2021

**Proposal For:**  
 Ashley Kellahan  
**Town of James Island**  
 1122 Dills Bluff Road  
 Charleston, SC 29412  
 (843) 795-4141

**Ship To Address:**  
 Town of James Island  
 ATTN: Ashley Kellahan  
 1122 Dills Bluff Road  
 Charleston, SC 29412

**Email:** [akellahan@jamesislandsc.us](mailto:akellahan@jamesislandsc.us)

PO Number	Ship Date	Ship Via	F.O.B	Terms
	ASAP	Best Way	Origin	Net 20 Days
QTY			Unit Price	Amount
26	Custom Carolina Branch Pole Mounted Branches. Custom built to fit James Island's lampposts. Size: 3'. Includes LED Warm White Mini Lights.		\$ 492.00	\$ 12,792.00
	List Price: \$615.00 each			
2	12" Natural Grapevine Balls. Includes 140 LED Mini Lights.		\$ 90.00	\$ 180.00
2	18" Natural Grapevine Balls. Includes 210 LED Mini Lights.		\$ 131.00	\$ 262.00
2	24" Natural Grapevine Balls. Includes 280 LED Mini Lights.		\$ 157.00	\$ 314.00
	Above Grapevine Balls available in Warm White, Pure White, Green, Blue, Red, and Multi color lights.			
	<b>Sales Tax Exemption #:</b>			
<b>All orders paid with a credit card will include a 3.5% Bank Service Fee added to the final bill (as shown below).</b>				

Notes:

**Estimated Lead Time: 3 to 15 weeks after upon receipt of approved proposal (and signed mock up if applicable)**

Any Shipping Costs shown above are estimates only.  
 Actual Shipping Costs will be added to your invoice.

**Accepted By:**

Sub Total	\$	13,548.00
Est Shipping Cost	\$	400.00
9.00% Sales Tax	\$	1,219.32
<b>Grand Total:</b>	<b>\$</b>	<b>15,167.32</b>

By signing above, purchaser agrees to all terms and conditions, and authorizes Mosca Design, Inc. to place order accordingly.

**THANK YOU FOR YOUR BUSINESS**





Carolina Branch

PROCLAMATION  
IN RECOGNITION OF PERFECT ATTENDANCE  
DION LAMONT DAVIS, JR.

Whereas, regular school attendance is fundamental to student achievement. Perfect attendance is therefore a worthwhile, yet difficult goal to attain; and

Whereas, Dion Lamont Davis, Jr. has maintained perfect school attendance from Pre K, K, and Grades 1-12 (14 consecutive school years) and we commend him on this outstanding accomplishment; and

Whereas, family support is of utmost importance to student success. We acknowledge Dion's family, his father, Dion Lamont Davis, Sr. and Mother, Janese Reed Davis of James Island for their contributions to his exceptional school attendance and education.

Now, Therefore, I Bill Woolsey, Mayor, along with all members of Town Council, hereby recognize the perfect attendance record of Dion Lamont Davis, Jr. where he successfully earned a 3.628 GPA. We wish Dion the very best as he attends the Citadel to major in Intelligence and Security Studies.

Enacted this 15<sup>th</sup> day of July, 2021

---

Bill Woolsey  
Mayor

ATTEST

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Frances Simmons  
Town Clerk

A RESOLUTION CALLING FOR A REFERENDUM TO INCREASE TOWN COUNCIL FROM FOUR TO SIX MEMBERS

**WHEREAS**, it is in the best interest of the Town of James Island to allow for:

- a. Greater representation and participation of the public in the governing of the Town.
- b. Staggered terms such that some members of council will be elected every two years

**THEREFORE**, the James Island Town Council hereby resolves:

By this action Council calls a referendum pursuant to SC Code §5-15-30 on the following question:

**Shall the Town of James Island change its number of members of Council from four to six with the two additional positions filled at the next municipal election in November of 2023?**

**YES** { }

**NO** { }

This referendum shall be included on the ballot for the Town of James Island election scheduled for the 7th day of November 2023.

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

ATTEST

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

Adopted: \_\_\_\_\_

Effective upon approval

AN ORDINANCE INCREASING COMPENSATION OF THE MAYOR

WHEREAS, S.C. Code § 5 -7 -170 provides that a Town Council may determine the annual salary of its members by ordinance; and,

WHEREAS, S.C. Code § 5 -7 -170 further provides that an ordinance establishing or increasing such salaries shall not become effective until the commencement date of the terms of two or more members elected at the next general election following the adoption of the ordinance, at which time it will become effective for all members whether or not they were elected in such election; and,

WHEREAS, the Town of James Island’s next general election is November 7, 2023; and,

WHEREAS, currently the position of Mayor of the Town of James Island is compensated at an annual salary of fifteen thousand (\$15,000) dollars and,

WHEREAS, Council of the Town of James Island seek to increase the annual salary of the Mayor to forty-eight thousand (\$48,000) dollars; and,

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of James Island to amend Section 30.01 of the Town Code that the annual salary of the Mayor shall be forty-eight thousand (\$48,000) dollars and the annual salary of Town Council members shall be eighty-five hundred (\$8,500) dollars.

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

ATTEST:

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



ORDINANCE # 2021-04

AN ORDINANCE ESTABLISHING GENERAL AND SPECIAL SCHEDULES FOR THE RETENTION OF PUBLIC RECORDS

WHEREAS, the South Carolina Public Records Act authorizes municipalities to opt out of the general records retention schedule developed by the Director of the Department of Archives and History; and

WHEREAS, Council seeks to protect public records necessary for Town operations and to provide needed information to the public when requested; and

WHEREAS, Council seeks to protect the personal banking and financial information of the general public; and

WHEREAS, Council recognizes that the Town has public records from three Towns of James Island that were ruled illegally formed and dissolved;

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF JAMES ISLAND ORDERS AND ORDAINS:

The Town of James Island opts out of the “General Records Retention Schedules for Municipal Records,” (Regulation 12-601) and adopts by reference the same, subject to the following additions and subtractions:

- a. After the minimum required retention period, the Town will promptly destroy banking and other financial records that include personal financial and information of the public.
- b. Any public records of prior “Towns of James Island” previously incorporated and ruled illegally formed and dissolved that remain in the possession of the Town of James Island with the concurrence of the Director of the South Carolina Department of Archives and History shall be subject to a special retention schedule that is the same as the general retention schedule applying to the Town’s own public records other than as specifically modified in this Ordinance.
- c. Public records regarding the property tax refund program instituted by the previous Town of James Island dissolved in 2011 and remain in the possession of the Town of James Island with the concurrence of the Director of the South Carolina Department of Archives and History are subject to a special retention schedule making them historical records to be retained in perpetuity. The exception would be any record that includes personal financial or banking information from Town residents and property owners must be promptly destroyed.

This Ordinance shall become effective upon its second reading.

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Bill Woolsey  
Mayor

ATTEST

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Frances Simmons  
Town Clerk

First Reading: July 15, 2021  
Second/Final Reading: August 19, 2021

ORDINANCE #2021-05

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND'S RULES OF PROCEDURE REGARDING AGENDAS

WHEREAS, Council adopts rules for its meetings (SC Code 5-7-250 b) and has done so by Ordinance (TOJI Code 3-19); and

WHEREAS, Council rules must comply with the South Carolina Freedom of Information Act (SC Code 5-7-250 c) which provides minimum requirements for public notice and agendas, (SC Code 30-4-80 (A)); and

WHEREAS, Council ~~will~~ seeks to allow members of Council additional time to add agenda items for the regular meeting while allowing the Town Clerk sufficient time to publish the agenda packet;

NOW THEREFORE, COUNCIL ORDERS AND ORDAINS AMENDMENTS TO TOJI ORDINANCE 3-19, ADDING THE UNDERLINED TEXT AND DELETING THE TEXT CROSSED OUT:

- (B) Agendas: The Town Clerk shall prepare an agenda for every regular and special meeting. Agendas and informational material for regular meetings shall be distributed to the Council no later than ~~Friday~~ Monday preceding the meeting.
- (C) Placement of items on the agenda:
  - (1) The Mayor may place routine items and items referred by staff on the agenda.
  - (2) Any item placed on the Consent Agenda or matter raised during Public Comment may be placed on a subsequent agenda as a "Special Order of Business" upon majority vote of the Council.
  - (3) Any member of Town Council requesting that an item requiring a vote or other action by Council, such as an ordinance or resolution, be placed on the agenda must submit a written request, along with motions needed, not later than close of business on the ~~Wednesday~~ Friday in the week preceding the Council meeting.
- (D) Public Comment: Citizens of the Town and other members of the public may share their concerns and make comments about Town affairs. While questions may be asked, this is a time for Mayor, Council, and Town officials to listen rather than respond. The total time allotted will be 30 minutes and each comment should be limited to three minutes. Council may extend these times by two-thirds vote.
- (E) Consent Agenda: In order to expedite the Council's business, the approval of minutes and other routine agenda items shall be placed on the Consent Agenda. All items on the Consent Agenda will be approved by a single motion unless the item is pulled for further consideration. Any item on the Consent Agenda may be removed for separate consideration by any member of the Council. For the purposes of this rule, SEPARATE CONSIDERATION means any proposal to adopt a different course of action than that recommended in the staff report, or a determination that debate on a proposed course of action is deemed desirable, any questions to staff on any item, and any item where a Council member must declare a conflict of interest.
- (F) Information Reports/Announcements: The Town Administrator, other Town Officials, the Mayor and Members of Council may provide reports and make announcements during this period. Members of Council may ask questions regarding reports and other Town business, including matters raised during Public Comment.

- (G) Special Orders of Business: Except otherwise required by these rules, items removed from the Consent Agenda for separate consideration shall be considered as a Special Order of Business and part of the next scheduled item on the agenda.
- (H) Public Hearings: Public Hearings shall commence no later than 7:45 p.m., and any pending order of business shall be deferred until such time as the hearing has concluded. Unless otherwise required by law or Council motion, Public Hearings shall be scheduled by the Town Clerk, and may be rescheduled without further action by the Council.
- (I) New Business: Items added to the agenda by the Town Administrator after the Friday before the meeting but for which 24-hour public notification has been provided may be considered by Council upon a majority vote. Items may be added to the agenda at the meeting for reasons including concerns raised during public comment or information reports by staff. ~~Items brought forward by the Mayor or member of Council at the meeting that does not require final action may be considered upon majority vote. Items brought forward by the Mayor or member of Council at the meeting requiring final action may be considered upon two-thirds vote in accordance with S.C. Code § 30-4-80(A), the town may consider an item in this manner if it finds that an emergency or exigent circumstances do or will exist if the item is not added to the current meeting agenda for the Council's consideration and desired action before the conclusion of the meeting.~~

Items may be added to the agenda by Mayor or Members of Council according to the following rules:

- a. If the item is for discussion only and proposes no action by the Town or further vote by Council at the meeting, it may be added by majority vote.
- b. If the item requires action by the Town, but not a final vote, such that a final vote will occur at a future meeting that provides at least 24 hour notice and an opportunity for public comment, it may be added by two thirds vote of Council.
- c. If the item proposes action by the Town and a vote by Council such that no further vote by Council will be taken before the action is carried out, so that there will be no 24 hour notice and opportunity for public comment, it may be placed on the agenda by a two-thirds vote. The motion to add the item to the agenda must state that Council finds that an emergency or an exigent circumstance exists if the item is not added to the agenda.
- d. If an item is placed upon the agenda pursuant to (b) or (c) in this section, a member of Council or the Mayor must then make a motion proposing action by the Town which, if seconded, must be approved by two-thirds vote of Council.

This Ordinance shall become effective upon its second reading

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

ATTEST

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

First Reading: July 15, 2021  
 Second/Final Reading: August 19, 2021

\*Changes

Proposed redactions are indicated by ~~striketrough~~  
 Proposed addition/edits are indicated by underline