



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

Notice of this meeting was published and posted in accordance with the Freedom of Information Act and the requirements of the Town of James Island. Members of the public addressing Council during the Public Comment period must sign in. Please limit comments to three (3) minutes. Social Distancing will be adhered. Face Masks are recommended.

The Town invites the public to provide comments prior to its Town Council meeting. Please email your comments to [info@jamesislandsc.us](mailto:info@jamesislandsc.us). Comments may also be mailed to P.O. Box 12240, Charleston, SC 29422 or placed inside the drop box outside of Town Hall. Strict adherence will be given to social distancing.

1. Opening Exercises

Public Hearing: Ordinance #2020-08: An Ordinance to Establish Rental Fees for Pinckney Park Pavilion

Public Hearing: Ordinance #2020-09: An Ordinance to Establish Stormwater Fees

2. Public Comment

3. Consent Agenda:

a. Minutes: June 18, 2020 Regular Town Council Meeting

b. Minutes: June 29, 2020 Special Town Council Meeting

c. Minutes; July 6, 2020 Special Town Council Meeting

4. Information Reports:

a. Finance Report

b. Administrator's Report

c. Public Works Report

d. Island Sheriffs' Patrol Report

5. Requests for Approval:

Regatta Rd. Sidewalk Construction Documents, Permitting and Bidding

Sinkhole Repair on Regatta

Scope & Fee for Hazard Mitigation Project

IGA between Town, City, County, Folly Beach for Rethink Folly Rd. Program Mgr.

Scope & Fee from Toole Design Group for Rethink Folly Rd. Project Mgr.

Award of RFP #3-2020 for Professional Auditing Services

Survey of Stormwater System for Bradford Ave. to Folly Rd. to Yorktown Canal

6. Committee Reports:

- Land Use Committee
- Environment and Beautification Committee
- Children's Committee
- Public Safety Committee
- History Committee

■ Nominations to History Council

- Rethink Folly Road Committee
- Drainage Committee
- Business Development Committee

- Trees Advisory Committee

▪ Nomination to Tree Advisory Council

- James Island Intergovernmental Council

7. Proclamations and Resolution:

8. Emergency Ordinances:

E-03-2020 Emergency Ordinance Pertaining to Electronic Meetings Amended to Expire July 16

9. Ordinances up for Second/Final Reading:

Ordinance #2020-07: Approving Agreement and Cost Share with the James Island PSD

Ordinance #2020-08: An Ordinance to Establish Fees for Pinckney Park Pavilion

Ordinance #2020-09: An Ordinance to Establish Stormwater Fees

10. Ordinances up for First Reading:

Ordinance # 2020-10: Electronic Meetings

11. New Business:

12. 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.

13. Return to Regular Session:

14. Announcements/Closing Comments:

15. Adjournment

This Town Council meeting will be live-streamed on the Town's YouTube channel, link found at:  
<http://www.iamesislandsc.us/videos-and-meeting-archive>

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. at the Town Hall, 1122 Dills Bluff Road, James Island, SC on Thursday, June 18, 2020. The following Councilmembers were present: Boles, Mignano, Milliken, Mullinax, and Mayor Woolsey, who presided. Also, Town Administrator, Ashley Kellahan, Public Works Director, Mark Johnson, Island Sheriffs Patrol, Sgt. Shawn James, Town Attorney, Bonum S. Wilson, and Town Clerk, Frances Simmons. A quorum was present to conduct business.

This meeting was held in compliance with the Freedom of Information Act and the requirements of the Town of James Island.

Opening Exercises: Mayor Woolsey called the meeting to order. Councilwoman Mignano led Council in prayer and followed with the Pledge of Allegiance.

Public Hearing: Ordinance #2020-05: Draft FY 2020-2021 Annual Budget for the Town of James Island: Mayor Woolsey opened the Public Hearing. No one signed in to speak and the hearing was closed.

A point of order was called to add Public Comments to the agenda inadvertently left off of the agenda.

Public Comments: Mark Teseniar, 467 Ft. Johnson Road. Mr. Teseniar said he lives adjacent to Pinckney Park. He thanked Council for their service and the work done at Pinckney Park. He said in opening of the Pavilion, he would like to see it open three (3) days a week; nature trails; and benches and picnic tables scattered throughout the park. Since he lives next to the Park, lights out at night with a motion sensor would be good.

Consent Agenda:

Minutes of May 21, 2020 Regular Town Council Meeting: Councilman Milliken moved for approval of the Consent Agenda correcting an error under the Environment and Beautification Committee Report to reflect there were five (5) volunteers. Councilman Mullinax seconded and the motion passed with the correction.

Information Reports:

- a. Finance Report: Town Administrator, Ashley Kellahan, gave an overview of the Finance Report provided to Council. She added that salaries/fringes on the report highlighted are estimates due to a glitch in QuickBooks. Corrections, if any, will be made on next month's report.
- b. Administrator's Report: Mrs. Kellahan reviewed the Administrator's Report adding that invitations for bids have gone out for auditing services for the Town. Bids are due back by June 26. Councilman Boles has agreed to serve on the Evaluation Committee for selection of a firm. Councilman Milliken asked about the number of permits issued in May for tree removals (20). Both Mrs. Kellahan and Mr. Johnson explained that people preparing for hurricane season want to take out trees that pose a danger to their property.
- c. Public Works Report: Public Works Director, Mark Johnson gave an overview of the Public Works Report. He also gave an update on the Supplemental Stormwater manual standards tracking with the Town, City, and County. Councilwoman Mignano asked about

the number of drainage easements needed for Seaside and Honeyhill. Mrs. Kellahan answered 19 were received; 14 remains; for a total of 33. Councilman Milliken asked about training for GeothinQ for the Tree Advisory program. Mr. Johnson will coordinate the training.

- d. Island Sheriffs' Patrol Report: Sgt. James reviewed the Island Sheriffs' Patrol Report and gave the crime statistics. He announced that Deputy Christopher King has been selected as the full-time Deputy for the Town, working 8:30-4:30 Monday – Friday.

#### Requests for Approval:

Concrete Slab for Pinckney Park Storage Shed: Mrs. Kellahan announced that three (3) estimates were received and recommended the award to Luis Concrete; low estimate of \$10,820. Motion in favor was made by Councilman Milliken, seconded by Councilman Mullinax. Mrs. Kellahan answered Councilwoman Mignano question about the slab and afterward the motion passed unanimously.

Pinckney Park Rental Guidelines and Agreement: Mrs. Kellahan gave an overview of the guidelines for renting the Pavilion at Pinckney Park. She noted that the guidelines were mostly modeled after the shelter at James Island County Park. The hours of operation and general use by the public was discussed. Motion in favor was made by Councilman Milliken, seconded by Councilwoman Mignano. Councilman Milliken asked that golf carts, ATVs and dirt bikes not be allowed on the trails. Oyster shells (oyster roasts) must be disposed of after the event and signage posted to inform people. Councilman Milliken said he did not like the idea of alcohol use and asked that alcohol not be permitted. He further asked to consider use of the Pavilion on Monday, Wednesday, and Friday and every other weekend to allow others use of the space. Councilman Milliken moved to amend the motion to prohibit the use of alcohol; Councilman Mullinax seconded. The amended motion passed 3-2; Mayor Woolsey and Councilwoman Mignano, voted 'no.

Councilman Milliken moved for the rental of the Pavilion to three (3) days a week: Monday, Wednesday, and Friday and every other weekend; Councilman Mullinax seconded. Councilwoman Mignano discussed options for flexible use. Councilwoman Mignano moved to amend Councilman Milliken's motion to restrict reservations to five (5) a week during weekdays. Councilman Milliken seconded and passed. This amended motion substitutes Councilman Milliken's. Main motion passed with the amendments.

Holiday Festival of Lights Sponsorship Renewal: Mrs. Kellahan presented for approval a two-year sponsorship for the Holiday Festival of Lights. Motion in favor was made by Councilman Mullinax, seconded by Councilwoman Mignano, and passed unanimously.

Tennent Street Outfall Device: Mrs. Kellahan presented for approval a replacement tide flex backflow device for Tennent Street. This device was installed years ago and is no longer functional. A \$8,615 quote was received from Red Valve Company for the replacement. Motion in favor was made by Councilman Milliken, seconded by Councilman Mullinax. Mr. Johnson answered Councilman Milliken's question about the location of a ditch on the attached drawing. Motion passed unanimously.

Speed Hump Installation Contract: Mrs. Kellahan reported that three (3) bids were received on June 9 for the installation of 17 speed humps with the associated signage. The low bid was received from Truluck Roadway Services for \$104,975. Speed Humps will be installed in Clearview, Eastwood, Stiles Drive, Jerdone, and Schooner Road. Motion in favor was made by Councilman Mullinax, seconded by Councilwoman Mignano and passed 4-1; Councilman Boles voted 'no.

Committee Reports:

Land Use Committee: No report.

Environment and Beautification Committee: Councilman Milliken reported that a gorilla litter pickup was held on Saturday, May 30 on Riverland Drive. Seven (7) volunteers participated and picked up 23 bags of litter. He thanked Sgt. James for helping with traffic control. An Adopt-A-Highway litter pick up will be held on Saturday, June 20 from 8-10 a.m. Volunteers are to meet at the Town Hall for assignments. Supplies will be place on the porch. Social distancing will be adhered and masks are recommended.

Children's Committee: No report.

Public Safety Committee: No report.

History Committee: Mayor Woolsey announced that the History Council met on June 2 for its regularly scheduled meeting. Nominations to History Council: Mayor Woolsey moved for the nomination of Inez Brown-Crouch to serve on the History Council; Councilman Mullinax seconded and passed unanimously. Councilman Milliken asked that appointment terms are added on the website.

Rethink Folly Road Committee: No report.

Drainage Committee: No report.

Business Development Committee: Councilman Boles announced he is working with Mrs. Kellahan on developing a spreadsheet of James Island businesses and hopes to have a meeting soon.

Trees Advisory Committee: Councilman Milliken said the Trees Advisory Council met on June 9. James Island has earned recognition as a 2019 Tree City USA. The Tree City USA Program is sponsored by the Arbor Day Foundation in partnership with the US Forest Service and the National Association of State Foresters. He thanked Mrs. Kellahan, Mrs. Crane (Planning Director), and the Trees Advisory Council for their support in the application process. A celebration will be held in with the annual Arbor Day recognition in December. The Trees Advisory Council is working on information resources for planting trees. A program will be developed to award citizens that have exemplary trees (such as yard of the month).

James Island Intergovernmental Council: Mayor Woolsey announced that an in-person meeting will be held on July 22 at 7 p.m. at Town Hall.

Proclamations and Resolutions:

Amending Resolution# 2019-22: Correcting Name to Tree Advisory Council and Add Two At-large Members: Councilman Milliken said this Resolution corrects the name to Tree Advisory Council from “Tree Advisory Committee”; it also adds two At-large members appointed by the Chair. Motion in favor was made by Councilman Milliken, seconded by Councilman Mullinax, and passed unanimously.

Emergency Ordinances:

E-01-2020 Pertaining to Electronic Meetings: Superseded by E-03-2020 Amended to Expire June 18: Councilman Milliken moved to extend the Emergency Ordinance to July 16 due to the number of COVID-19 cases still increasing. He said it is better to err on the side of caution and go back to having electronic meetings. Councilman Boles seconded. Councilman Boles asked the possibility of having Councilmembers at the Town Hall via Zoom. Mayor Woolsey said that would be challenging because of the feedback with everyone on that platform using their computers. Councilman Boles moved to amend the motion to include attendance at meetings by the electronic of choice. Mayor Woolsey noted that this option is in the Ordinance and the motion was withdrawn. Motion to extend Emergency Ordinance E-3-2020 to July 16 passed unanimously.

E-02-2020 Pertaining to Hospitality, Plastics, Playground Equipment, Water Fountains, Restrooms. Amended to Expire June 18: Councilman Milliken moved to extend the Emergency Ordinance to July 16 for determination; Councilman Mullinax seconded. Mayor Woolsey spoke that it is time to collect Hospitality Taxes. He said the County has begun collections and the City has begun regulating plastic use. He is not in favor of extending the Ordinance. Councilwoman Mignano spoke in favor of using the playgrounds and restrooms with increased sanitation options available to the public. Mrs. Kellahan spoke in favor of collecting Town Hospitality Taxes. She said most of our businesses are remitting and concerned that those that are not would be further behind. Councilmen Milliken and Boles voted yes for the extension; Councilmembers Mignano, Mullinax, and Mayor Woolsey voted ‘no. Motion to extend Emergency Ordinance E-02-2020 failed. As of June 19 the Town’s park facilities are open to the public.

E-05-2020 Acceptance of Applications Requiring Public Hearings: Expired June 15. No action taken.

Ordinances up for Second/Final Reading:

Ordinance#2020-06: Draft FY 2020-2021 Annual Budget for the Town of James Island: Motion for adoption of the budget was made by Councilman Mullinax, seconded by Councilman Milliken. Councilman Milliken asked the difference in total expenditures in May’s draft budget vs. this version; to which Mrs. Kellahan responded that the additional savings shown in the revised draft budget are \$157,620, and the difference of \$25,679 is reflected in the increase of that amount in the transfer from the unencumbered fund balance. Councilman Boles had several questions regarding the Cost Sharing with the James Island PSD and Mayor Woolsey gave explanation that the expenditures are used for the general fund for fire protection and solid waste services. Councilman Boles asked the City’s share and whether the Town is on an equal footing cost wise to which Mayor Woolsey explained. Councilwoman Mignano asked that the Repair Care Program not decrease because it helps our citizens. She then moved to amend the budget to add \$10,000 to Repair Care taken from the Fund Balance. Councilman Mullinax seconded, and passed

unanimously. Mrs. Kellahan answered Councilman Milliken's questions regarding hospitality tax revenue; transfer amount of \$330,610, Santee Street Parking expenditure, and staff cost sharing for Rethink Folly. After discussion, the motion to approve the FY 2020-2021 Annual Budget passed unanimously as amended.

Ordinances up for First Reading:

Ordinance# 2020-07 Approving Agreement and Cost Share with the James Island PSD: Mayor Woolsey introduced the Ordinance commenting that Attorney Pope Flynn recommends that each year the Town pass an Ordinance for its cost share with the James Island PSD to authorize tax credits for fire services and solid waste. Under the Ordinance, the annual cost share for this fiscal year is \$900,000 and an annual administrative fee of 1% of the amount of the annual cost share of \$9,000. Motion in favor was made by Councilman Mullinax, seconded by Mayor Woolsey. Councilman Boles asked if the 1% administrative fee had to be paid and Mayor Woolsey explained that if it is not, the Ordinance would have to be amended. As discussion ensued Councilman Boles spoke regarding disposing of the fee and moved to amend the Ordinance that the 1% administrative not be paid. Councilman Milliken seconded. Mayor Woolsey explained the deadline involved in passage of the Ordinance and suggested that Councilman Boles speak with PSD Chair Engelman about the concerns he has with the administrative fee. Mayor Woolsey further explained that the cost sharing agreement benefits the citizens of the Town, not the PSD. He asked that the Ordinance not be amended. Mayor Wooley also said he would speak with Chief Seabolt and share the concerns brought forth. Councilman Milliken asked if Council could defer a decision until the Mayor speaks with Chief Seabolt. He then moved to defer, seconded by Councilman Boles. Mayor Woolsey said the benefits our citizens receive are far worth the 1% fee. He said if the Ordinance is deferred the first reading would be in July, the second in August, then to the PSD for their ordinance and two readings and we would pass the deadline. Councilman Mullinax expressed similar concerns to pass first reading tonight. After discussion, the motion to defer passed with Councilmembers Boles, Mignano, and Milliken voting yes; Councilman Mullinax and Mayor Woolsey voted 'no.

Ordinance #2020-08: An Ordinance to Establish Rental Fees for Pinckney Park Pavilion: Mrs. Kellahan spoke in regard to refunding deposits. She said refunds would be difficult to enforce since staff does not work on weekends and not be able to inspect the Pavilion before and after events. Councilwoman Mignano suggested taking before/after pictures as an option. Mayor Woolsey moved to amend the Ordinance to delete the refundable deposit and charge a flat fee of \$150.00; Councilman Boles seconded, and the Ordinance passed unanimously as amended. Councilman Milliken was informed that the appropriate forms contain legal language that covers damages. A public hearing will be held at the July Council meeting.

Ordinance #2020-09: An Ordinance to Establish Stormwater Fees: Motion in favor was made by Councilman Milliken, seconded by Councilwoman Mignano. Mrs. Kellahan gave an overview of the fees and that the Ordinance mirrors that of Charleston County. Motion passed unanimously. A public hearing will be held at the July Council meeting.

New Business: None

Executive Session: Not needed.

Announcements/Closing Comments: Councilman Milliken commented about the empty wall space in Council Chambers and asked to place on the July Council agenda request for a photo display of former Mayors and members of Council.

Mayor Woolsey brought up the cost sharing agreement with the PSD. He said with Council's deferral, it means a First Reading in July; the second in August, then to the PSD for their readings and our deadline would be missed. He said passing the First Reading and then making changes at the Second Reading could be done before it is brought before the PSD. Councilman Boles and Mayor Woolsey again discussed the 1% administrative fee. Councilman Boles noted that \$9,000 could clean a lot of ditches. Mayor Woolsey told Councilman Boles that he wished he brought questions and concerns about the fee before tonight's meeting. After further discussion, Councilman Boles offered that a motion be made to reconsider the deferral. Mayor Woolsey moved to reconsider the decision to defer First Reading of Ordinance #2020-07; Councilman Mullinax seconded. Councilman Boles retracted his vote to add to the Mayor's for First Reading. Motion to reconsider passed; Councilman Milliken voted 'no. First Reading of Ordinance 2020-07 passed; Councilman Milliken voted 'no. Mayor Woolsey thanked Councilman Boles for reconsidering.

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

Respectfully submitted:

Frances Simmons  
Town Clerk

## Town of James Island

### Special Meeting

The Town of James Island held a Special Meeting on Monday, June 29, 2020 at 4:00 p.m. by virtual platform (Zoom) at the Town Hall, 1122 Dills Bluff Road. The following Councilmembers were present: Dan Boles, Dr. Cynthia Mignano, Garrett Milliken, and Mayor Bill Woolsey presided. Absent: Councilman Darren “Troy” Mullinax. Also: Town Administrator, Ashley Kellahan, Town Attorney, Bonum S. Wilson, and Town Clerk, Frances Simmons. A quorum was present to conduct business.

In compliance with the Freedom of Information Act and the requirements of the Town of James Island, members of the public were provided a link for the proceedings of the meeting.

Mayor Woolsey called the meeting to order and the Town Clerk called the roll. Councilmembers were reminded to introduce themselves before discussion.

Emergency Ordinance E-06-2020: Emergency Ordinance Requiring Persons to Wear Face Coverings in Certain Circumstances in the Town of James Island to Reduce Risk of Exposure to COVID-19 during the Public Health Emergency and Recovery

Mayor Woolsey moved for the adoption of the amended version sent to Council; Councilman Boles seconded. Councilman Milliken said he felt that the first draft ordinance had stronger language with respect to items #1 and 2 on page #2. He said it changed to the Town **recommending**, and he would like to see that stricken and go back to the original stronger version that face coverings **must** be worn while inside a building or vehicle. He thinks this is stronger language and it does not send mixed messages for recommendation vs. something that we must do. He said this would apply to # 1 and 2. Under # 1 the word **must**, would be reaffirmed and strike the word **should** under #2. Councilman Milliken moved with that as an amendment and Councilman Boles seconded.

Mayor Woolsey explained that the 2<sup>nd</sup> item in the Ordinance that is before Council was not included in the first, so the recommendation that businesses adopt a policy requiring face coverings was not included. In the City’s ordinance their #2 is similar to our #3 that contains **must** in the document.

Councilwoman Mignano asked when the ordinance expires; Mayor Woolsey said the version before Council expires on July 17 if no action is taken to extend it. Town Council meets on the 16<sup>th</sup>.

Councilwoman Mignano asked how the Ordinance would be enforced. Mayor Woolsey said the way the language is written, enforcement would be done by our Code Enforcement Officer. He said this is the reason he does not support Councilman Milliken’s amendment, making it a requirement on individual citizens to wear face coverings because there is no practical way that our Code Enforcement Officer can enforce it. He said the Sheriffs Office would not enforce a face covering ordinance in the Town and it would be a tremendous burden on our one Code Enforcement Officer to enforce face coverings on individual citizens. Mayor Woolsey addressed the second issue saying it is premature at this time for businesses to adopt a policy of no mask; no service and we need to explore this more. He suggested at the next Town Council meeting if we find that businesses are not following the recommendations and have not adopted a policy we can make a policy of no service without face covering. Mayor Woolsey reiterated that he does not support the amendment and the recommendation applying to individuals is not the right approach. He said the ordinance would require businesses with employees in contact with the public to wear face coverings and believes our Code Enforcement Officer could enforce that.

Councilman Boles pointed out with the expiration date being as quick as it is, he does not see the harm in having everyone wear face coverings until July 17; and then look at public input. To him, the purpose is a matter of public safety and does not see half-way implementing a public safety measure; we should do all or nothing. Further, Councilman Boles said he has gotten many emails from people and businesses in support of face coverings. He believes the amendment is a good idea in taking a stand to err on the side of caution to the July Council meeting.

Councilman Milliken spoke in agreement with Councilman Boles. He said we are in an exponential increase and the curve is not flattening; unless we change our behavior a lot of people will die. He shared information from the New England Journal of Science on how we can reverse the trend and begin to flatten the curve by wearing face coverings.

Councilwoman Mignano talked about the protection of our citizens but does not think having an ordinance that is unenforceable is effective. Councilman Boles added by asking people to wear face coverings in public for three weeks is a small thing for public health. Mayor Woolsey reiterated businesses adopting a policy and require their employees in contact with the public to wear face coverings. Councilman Milliken commented that people want to feel safe when they go to a business establishment and face coverings helps reduce the likeliness of spreading the virus. Mayor Woolsey said if the amendment passes the town would be different from all of the other municipalities.

After discussion, the vote was called on the amendment proposed by Councilman Milliken to change that the Town **recommends** people to wear face covering to **require**; and change recommend business adopt a policy to **require** the wearing of face coverings.

Vote on Amendment

Councilman Boles	Yes
Councilwoman Mignano	No
Councilman Milliken	Yes
Mayor Woolsey	No

Amendment Failed

Vote on Ordinance as Proposed

Councilman Boles	Yes
Councilwoman Mignano	Yes
Councilman Milliken	Yes
Mayor Woolsey	Yes

Passed Unanimously

There being no further business to come before the body, the meeting adjourned at 4:42 p.m.

Respectfully submitted

Frances Simmons  
Town Clerk

Town of James Island

Special Meeting

The Town of James Island held a Special Meeting on Monday, July 6, 2020 at 4:00 p.m. by virtual platform (Zoom) at the Town Hall, 1122 Dills Bluff Road. The following Councilmembers were present: Dan Boles, Dr. Cynthia Mignano, Garrett Milliken, Darren “Troy” Mullinax, and Mayor Bill Woolsey presided. Also: Town Administrator, Ashley Kellahan, and Town Attorney, Bonum S. Wilson. A quorum was present to conduct business.

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

Mayor Woolsey called the meeting to order and Town Administrator Kellahan called the roll.

Emergency Ordinance E-07-2020: Providing for Required Face Coverings in Public Places Due to the COVID-19 Virus, and Exceptions Thereto: Mayor Woolsey moved for the adoption of Emergency Ordinance E-07-2020 that would amend Emergency Ordinance E-06-2020. The motion was seconded by Councilmembers Boles and Mullinax. The main change to the Town’s face covering ordinance is that businesses are now required to make face coverings a mandatory condition of service, instead of a recommendation to do so.

Councilman Boles briefly commented on “Section 3”, D of the Ordinance as primary businesses in the Town are restaurants and bars, and Councilman Milliken asked that updated numbers be included. Mayor Woolsey said without objection that he would include that information from the Center of Disease Control (CDC).

There being no further business to come before the body, the meeting adjourned at 4:05 p.m.

Transcribed by

Frances Simmons  
Town Clerk

# Town of James Island

% FY Complete 100%

## Monthly Budget Report

Fiscal Year 2019-2020

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
<b>GENERAL FUND REVENUE</b>														
Accommodations Tax					8,645			1,805	3,812		11,266		25,528	15,000
Brokers & Insurance Tax		1,673	54			97					35,920	669,100	706,845	620,000
Building Permit Fees		791	2,835	649		1,716	518	1,017	654	903	1,227	1,095	11,406	15,000
Business Licenses	1,919	3,291	26,677	9,890	5,430	16,808	9,033	170,136	72,891	20,475	17,540	15,183	369,274	365,000
Contributions/Donations-Park														
Grant Reimbursement														5,187
Franchise Fees	149,860			3,798	9,694	37,850	3,722	47,593		3,617	47,942		304,076	341,000
Interest Income	222	218	168		203	76	67	65	64	59	61		1,202	3,000
Alcohol Licenses -LOP											3,750		3,750	15,550
Local Assessment Fees				910		7		1,112					2,029	3,000
Local Option Sales Tax (PTCF)			99,785	98,191	95,467	85,061	182,461		186,679		79,275	66,619	893,538	1,025,000
Local Option Sales Tax (rev)			39,916	39,188	38,728	34,426	74,688		76,065		31,427	27,066	361,504	400,000
Miscellaneous		11,540	400	103		50,000	95	22			76	3,454	65,690	500
Planning & Zoning Fees	1,326	953	504	579	895	1,029	658	824	1,371	622	1,075	1,386	11,222	12,500
State Aid to Subdivisions					68,307		68,307				68,307		204,921	260,200
Telecommunications						14			18,423				18,437	30,000
	153,327	18,466	170,340	153,309	227,369	227,084	339,549	222,574	359,959	25,675	297,866	Total	2,979,422	3,110,937
												% of Budget		96%

**ADMINISTRATION**

Salaries	20,248	29,644	19,954	20,412	20,501	25,119	30,320	20,710	20,414	20,312	20,339	19,934	267,905	273,130
Fringe Benefits	7,617	11,259	7,578	7,649	7,704	8,260	11,737	7,882	7,758	7,724	7,628	7,467	100,264	103,500
Copier	319	495	325	325	274	605	533	677	325	325	544	193	4,939	5,000
Supplies	338	232	740	1,187	1,952	670	495	417	731	177	65	276	7,280	6,600
Postage	296		3,678	469	300		514	8	300	8	246		5,819	6,000
Information Services	22,688	5,017	566	5,930	1,968	708	3,106	2,599	2,890	2,676	2,449	2,656	53,253	56,500
MASC Membership									5,341				5,341	5,500
Insurance		32,262	1,388		6,470	14,203	4,754	(21,717)					37,360	35,000
Legal Services		4,308	7,551	3,838	11,525	900	240	8,390	5,155	9,940		6,593	58,439	58,500
Town Codification						1,632	143		285	176	450		2,685	2,500
Advertising		51	103	20		71	22	2	4,742			53	5,065	5,000
Audit						16,000							16,000	16,000
Elections													-	
Mileage Reimbursement			28	58	29	31	28	29	333	29		57	622	800
Bonding			350								(487)	(54)	(190)	2,150
Employee Training / Screening	90												90	850
Dues and Subscriptions									200			580	780	1,500
Training & Travel							250		613				863	3,000
Employee Appreciation	53	1,172	55	540	29	21	540	50	90		33		2,582	3,900
Mobile Devices	73	182	74	244	74	176	158	190	74	122	206	175	1,748	2,300
Credit card (Square)							74	142	56	78	128	137	614	
Bank Charges (Payroll Expenses)	201	126	135	138	147	209	240	163	251	251	250	209	2,321	2,000
	<b>51,924</b>	<b>84,748</b>	<b>42,523</b>	<b>40,811</b>	<b>50,972</b>	<b>68,604</b>	<b>53,154</b>	<b>19,540</b>	<b>49,558</b>	<b>41,331</b>	<b>32,285</b>	<b>Total</b>	<b>573,780</b>	<b>589,730</b>
												<b>% of Budget</b>		<b>97%</b>

**ELECTED OFFICIALS**

Salaries	3,769	5,465	3,769	3,769	3,769	3,769	5,654	3,769	3,769	3,769	3,769	3,769	48,811	50,000
Fringe Benefits	2,409	3,557	2,409	2,410	2,410	3,465	5,186	3,457	3,457	3,457	3,457	3,457	39,131	34,000
Mayor Expense	444	14		60			160					60	738	2,000
Council Expense							142	100	76		76	10	405	4,000
Mobile Devices		178		134		50	50	188		40	64		705	2,100
	<b>6,622</b>	<b>9,214</b>	<b>6,179</b>	<b>6,373</b>	<b>6,179</b>	<b>7,426</b>	<b>11,150</b>	<b>7,414</b>	<b>7,303</b>	<b>7,267</b>	<b>7,366</b>	<b>Total</b>	<b>89,789</b>	<b>92,100</b>
												<b>% of Budget</b>		<b>97%</b>

**GENERAL OPERATIONS**

Salaries	25,778	36,199	25,538	25,417	24,917	28,995	37,798	24,651	24,831	24,831	24,831	25,979	329,767	351,765
Fringe Benefits	8,996	13,120	8,975	8,985	8,915	9,387	13,841	9,207	9,172	9,039	8,970	9,229	117,837	128,360
	<b>34,774</b>	<b>49,319</b>	<b>34,513</b>	<b>34,403</b>	<b>33,832</b>	<b>38,382</b>	<b>51,640</b>	<b>33,858</b>	<b>34,003</b>	<b>33,870</b>	<b>33,801</b>	<b>Total</b>	<b>447,604</b>	<b>480,125</b>
												<b>% of Budget</b>		<b>93%</b>

**PLANNING**

Supplies	26	174	37	25											262	600
Advertising		170							64						234	1,500
Mileage Reimbursement															-	200
Dues and Subscriptions	267														267	1,040
Training & Travel				300											300	1,800
Mobile Devices	55	28	37	38	37	37	28	37	37	37	37	37	37		444	660
Uniform / PPE															-	500
Planning Commission	250			300		250							250		1,364	4,000
Board of Zoning Appeals		150				200			133						483	4,000
	<b>598</b>	<b>522</b>	<b>74</b>	<b>663</b>	<b>237</b>	<b>287</b>	<b>28</b>	<b>170</b>	<b>351</b>	<b>101</b>	<b>37</b>	<b>Total</b>		<b>3,353</b>	<b>14,300</b>	
														<b>% of Budget</b>		<b>23%</b>

**BUILDING INSPECTION**

Mileage Reimbursement															-	500
Community Outreach															-	500
Mobile Devices	55	55	55	76	66	66	66	65	65	65	65	65	65		763	660
Supplies								735							735	500
Equipment / Software															-	500
Uniform / PPE															-	250
Dues & Subscriptions				10			190			218			(21)		397	800
Travel & Training		50	90						125						265	1,800
	<b>55</b>	<b>105</b>	<b>145</b>	<b>86</b>	<b>66</b>	<b>66</b>	<b>256</b>	<b>925</b>	<b>283</b>	<b>65</b>	<b>65</b>	<b>Total</b>		<b>2,160</b>	<b>5,510</b>	
														<b>% of Budget</b>		<b>39%</b>

**PUBLIC WORKS**

Mileage Reimbursement					(261)										(28)	300
Training & Travel				212								10			222	1,925
Public Outreach																500
Projects	330	5,824	39,340	8,743	1,951	4,197	4,589	10,341	2,095	3,532	4,247	3,774			88,964	95,800
Mobile Devices	91	83	93	43	537	(7)	(67)	(3)	92	92	92	92			1,138	1,200
Uniform / PPE		97													97	700
Supplies	930	931	48	1,015	95		279	483	1,669	295	1,207	194			7,146	5,500
Emergency Management		4,223	7,363	2,725	300		10,729		506	744	504	788			27,883	15,000
Dues and Subscriptions																425
Groundskeeping	3,555	7,319	541	17,359	336	3,991	4,436	11,672	10,390	10,778	2,141	9,092			81,609	90,000
	<b>4,907</b>	<b>18,478</b>	<b>47,384</b>	<b>30,096</b>	<b>2,957</b>	<b>8,180</b>	<b>19,967</b>	<b>22,493</b>	<b>14,752</b>	<b>15,441</b>	<b>8,191</b>	<b>Total</b>		<b>206,798</b>	<b>211,350</b>	
														<b>% of Budget</b>		<b>98%</b>

**CODES & SAFETY**

Mileage Reimbursement						(37)								(37)	100
Equipment														-	900
Radio Contract							342		342			342		1,026	1,400
Training														-	1,000
Supplies	21	76		26					36					159	250
Uniform / PPE														-	250
Other Security	53	3,875	3,345	1,325	2,715	1,315	9,670	3,410	2,522	2,140	5,220	580		36,172	4,320
Sheriff's Office Contract	25,168	14,975	15,815	16,355	22,670	20,298	37,912	25,552	20,820	22,065	21,450	20,670		263,749	265,460
Deputy Fringes	7,012	4,187	4,403	4,528	6,270	5,592	10,277	6,920	5,638	5,976	5,810	5,606		72,219	73,950
Unsafe Buildings Demolition														-	20,000
Overgrown Lot Clearing									900					900	4,000
Animal Control				750										750	500
Crime Watch Materials														-	250
Mobile Devices											99	56		155	
Membership/Dues															250
	<b>32,254</b>	<b>23,113</b>	<b>23,564</b>	<b>22,984</b>	<b>31,618</b>	<b>27,547</b>	<b>57,859</b>	<b>36,225</b>	<b>29,916</b>	<b>30,181</b>	<b>32,921</b>	<b>Total</b>	<b>375,093</b>	<b>372,630</b>	
												<b>% of Budget</b>		<b>101%</b>	

**PARKS & RECREATION**

JIRC Contribution									2,468					2,468	4,750
Pinckney Park												1,664		1,664	2,500
Special Events					912	1,981	(538)	1,908						4,262	10,000
Dock Street Park								986						986	1,500
Youth Sports Program				1,100	3,510	300		500	460					5,870	14,725
		-	-	<b>1,100</b>	<b>4,422</b>	<b>2,281</b>	<b>(538)</b>	<b>3,394</b>	<b>2,928</b>	-	-	<b>Total</b>	<b>15,250</b>	<b>33,475</b>	
												<b>% of Budget</b>		<b>46%</b>	

**FACILITIES & EQUIPMENT**

Utilities	1,862	4,168	1,736	2,549	2,356	2,534	2,612	2,526	2,163	1,885	1,947	2,320		28,659	28,200
Security Monitoring		152		152		76	152	76		152	76			836	1,200
Janitorial	617	566	617	605	617	587	580	642	617	550	617	550		7,166	7,000
Equipment / Furniture	1,451	809	52	592	40	296	296	498	296	296	296	296		5,218	7,500
Facilities Maintenance	471	75	952	600	396	75	75	275	145	164	403	504		4,136	6,500
Vehicle Maintenance Expense	304	(746)	327	273	2,235	368	311	680	320	558	200	219		5,048	6,000
New Town Hall-Construction											11,884			11,884	
Fees and Taxes						284								284	
Generator Maintenance														-	3,500
Street Lights	10,346	10,348	10,348	10,359	10,358	10,359	10,358	13,467	10,359	10,359	10,359	10,359		127,378	154,000
	<b>15,050</b>	<b>15,372</b>	<b>14,032</b>	<b>15,130</b>	<b>16,002</b>	<b>14,580</b>	<b>14,383</b>	<b>18,165</b>	<b>13,900</b>	<b>13,964</b>	<b>25,783</b>	<b>Total</b>	<b>190,609</b>	<b>213,900</b>	
												<b>% of Budget</b>		<b>89%</b>	

**COMMUNITY SERVICES**

Repair Care Program				6,800	2,050		6,699			2,554		18,103	18,500
Teen Cert Program													500
Drainage Committee													
History Commission					1,782							1,782	1,800
Neighborhood Council	568	39					63					669	1,500
Children's Commission				875				758				1,633	2,000
Community Service Contributions				30,000					20,000	2,000		52,000	52,000
	<b>568</b>	<b>39</b>	<b>30,875</b>	<b>6,800</b>	<b>3,832</b>	<b>63</b>	<b>6,699</b>	<b>758</b>	<b>20,000</b>		<b>Total</b>	<b>74,187</b>	<b>76,300</b>
											<b>% of Budget</b>		<b>97%</b>

**CAPITAL PROJECTS**

<b>INFRASTRUCTURE</b>														
Quail Drive Sidewalk	61200											61200	61200	
Dills Bluff Sidewalk Phase II		28340	20236	300		38227				972		88075	87270	
Dills Bluff Sidewalk, Phase III & IV				9500		6050	2800					18350	26500	
Lighthouse Point Blvd Sidewalk and Drainage Phase I												0	55000	
Regatta Road Sidewalk										7610		7610	17000	
Town Hall - Second Floor												0		
Town Hall Sidewalks to Hillman and to Camp					2800							2800	211500	
Capital Improvement Projects	3985	3985										7970	100000	
Seaside Lane Sidewalk												0		
Traffic Calming Projects		3830	6085	9141	8010	8436		276	2433	4025	474	42709	30000	
												0		
<b>PARK IMPROVEMENTS</b>														
Pinckney Park	2576	150	-4858	5300	158	147759	3686	101166	65508	1989	49451	1333	374218	374775
Greenbelt Park Project	2250	26025	-2250			2743	7008		10785		1174	704	48440	63750
<b>DRAINAGE PROJECTS</b>														
Greenhill/Honey Hill Drainage Phase i	8000	8000	18163	3900	30538	9640		6000	20210		7800	112250	104657	
Lighthouse Pt. Sdwalk & Drainage Phase 1														
Oceanview Stonepost Drainage Basin				9772	11047	6235						27053	30000	
Hazard Mitigation Project													150000	
Drainage Improvement Projects			4000	2000				900			3375	10275	40000	
Santee St. Drainage Improvements	6400		3200					65635				75235	75600	
	<b>70,011</b>	<b>40,575</b>	<b>37,047</b>	<b>56,984</b>	<b>34,770</b>	<b>202,896</b>	<b>79,281</b>	<b>103,966</b>	<b>149,105</b>	<b>24,632</b>	<b>63,232 Total</b>	<b>862,498</b>	<b>1,427,252</b>	
											<b>% of Budget</b>		<b>60%</b>	

**JIPSD FIRE & SOLID WASTE SERVICES**

JIPSD Tax Relief	250,000	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,334	83,328	1,000,000	1,000,000
Admin Expense	10,000											10,000	10,000
Auditor Expense													10,000
	<b>260,000</b>	<b>83,334</b>	<b>83,328</b>	<b>1,010,000</b>	<b>1,020,000</b>								

**HOSPITALITY TAX**

<u>GENERAL</u>														
Hospitality Tax Revenue			52,322	56,068		99,904	50,918	47,909	47,358	29,969	34,532	33,281	452,262	510,000
The Town Market	866	338	194	409		649	200						2,656	10,000
Guide to Historic James Island						17,293							17,293	27,000
Rethink Folly Phase I-III, Staff Cost-Sharing		6,229		(2,951)	7,760	4,754	8,048	(9,832)		23,669	11,567		49,244	20,000
Santee Street Public Parking Lot	13,200						13,800						27,000	27,000
Community Events		2,000	25	12,300									14,325	15,000
<u>PROJECTS</u>														
Camp/Folly Landscaping														30,000
Camp/Folly Bus Shelter														26,843
Wayfinding Signage													-	12,000
Rethink Folly Road-Phase I-III													-	
Lighting Camp/Dills Bluff					55,242								55,242	54,683
Folly Road Beautification														11,900
Pinckney Park Pavilion	859	51		1,766	52	49,253	1,229	33,722	21,836	663	16,485	444	126,360	125,925
Greenbelt Park Project	750	8,675	(750)			914	2,336		3,595		391	235	16,146	21,250
1248 Camp Road Building	103	40	13	2,896	2,805	13,912	5,355	1,874		4,238	705	2,227	34,168	50,000
Decorative Banners														8,400
Folly Road Multi Use Path Wilton-Ft. Johnson									3,490				3,490	
Other Tourism-Related Projects												100,000	100,000	100,000
	15,777	17,334	(518)	14,421	65,859	86,776	30,967	25,763	28,921	28,570	29,149	% of Budget	445,924	540,001
														83%

**TREE MITIGATION FUND**

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

**JAMES ISLAND PRIDE**

James Island Pride revenue/donations							35						426	3,100
Jsmes Island Pride expense	-	58	175	31	112	256	261	191				(21)	(1,067)	
Helping Hands Donations													423	400
Helping Hands Expense		150	260	63								274	747	
												Total		-

# ADMINISTRATOR'S REPORT

Jul-20

## ADMIN NOTES

- Following the Town's Special Mtgs re: face coverings, Town staff has visited every brick and mortar business to convey regulations with flyers, and followed up with amended changes.
- Closing for the N. Stiles Hazard Mitigation Property occurred on 7/2.
- Traffic Calming Project for Clearview/Eastwood/Stiles/Schooner set to begin 7/15
- 6/30 was the first virtual meeting of the James Island Creek Water Quality Task Force
- Chas County Community Services Board approved a 2nd round of CARES funding in which JI Outreach is a recipient and manging allocation of housing/utility assistance needs
- Alternatives for Intersection Improvements at Ft. Johnson & Secess. is advertised for public comment

**Business Licenses** 50

\*22 of those processed at Town hall

## Code Enforcement Cases

<b>TOTAL CASES</b>	<b>607</b>
<b>ABATED</b>	<b>540</b>
<b>INVESTIGATION CONTINUING</b>	<b>66</b>
RANK VEGETATION / SOLID WASTE	150
INOPERABLE VEHICLE	108
TREE CASES	43
NUISANCE PROPERTY	54

#13 new cases

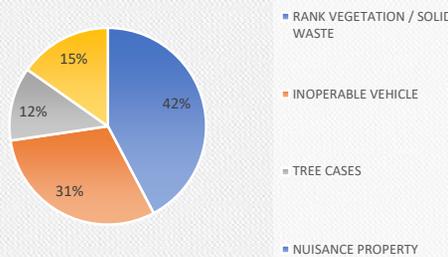
## Building Permits & Inspections

	Permits	Inspections
	81	150
Building	23	60
Electrical	15	30
Plumbing	10	35
Mechanical	9	11
Gas	8	14
Pool	2	
Roofing	7	
Fire System	-	
Sign	-	
Trades	7	
Manufactured Home		
Previous Month	53	109

## Code Enforcement - Case Status



## Code Enforcement - Case Type

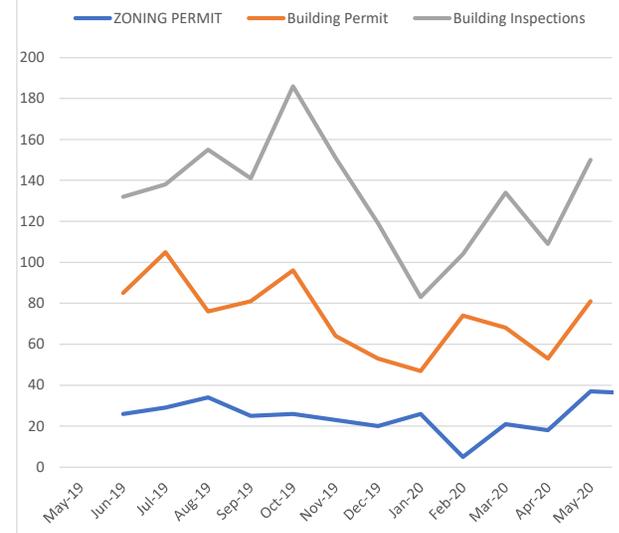


PERMIT TYPE	Jun-20
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	4
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	6
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	14
REZONING	
SPR	
SIGN PERMIT	
SITE PLAN REVIEW	
SPECIAL EVENT	2
SPECIAL EXCEPTION	
TEMPORARY ZONING	3
TREE REMOVAL	6
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	1
<b>TOTAL</b>	<b>36</b>

## PUBLIC WORKS NOTES

- There were 9 new requests for service in May, all were drainage related. Staff has responded to all requests.
- Seaside- Honey Hill Drainage in easement acquisition.
- Oceanview-Stonepost drainage project, Thomas and Hutton made a presentation at the May Drainage Committee meeting to explain their findings and plans to move forward.
- Staff discussed adding features to the Geothinq platform for stormwater Asset Management.
- Staff participated in the Local Emergency Planning Committee (LEPC) conference call.
- The Drainage Committee had an electronic meeting.
- Staff participated in the preconstruction meeting for the landscaping improvements to the Camp and Folly intersection.
- Staff joined staff from the City of Charleston and Charleston County to meet with residents in the Oakcrest/Willow Walk neighborhood to discuss drainage issues.
- Staff met with members from the City of Charleston stormwater department on site to discuss flooding issues on Schooner Road.
- The monthly stormwater managers meeting was held by teleconference.
- Staff cleaned 6 signs in May and installed 5 new STOP sign and 12 new street name signs. Staff filled 3 potholes with 6 bags of material.

## PERMITS - 13 MONTH HISTORY





ARCHITECTS • ENGINEERS • LANDSCAPE ARCHITECTS

### FEE PROPOSAL

**PROPOSAL #:** 3082.1901 #4

**DATE:** July 7, 2020

**To:** Ashley Kellahan  
Town Administrator  
Town of James Island

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

**RE:** Regatta Sidewalk Project- Phase 1 Engineering and Administration

**BY:** Laura S. Cabiness, P.E.

**SCOPE OF SERVICES:**

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, implementation and services during construction of sidewalks along Regatta Road from Grand Concourse to Nabors Drive – Phase 1 Engineering and Administration.

Total length is approximately 1,300 LF. Breakdown of the fee is as follows:

(1) <b>Construction Documents</b>	<b>\$18,000</b>
a. Sidewalk	\$10,000
b. Retaining Wall	\$3,000
c. Utility Coordination	\$2,500
d. Specifications	\$2,500
(2) <b>Permitting</b>	<b>\$1,500</b>
a. NPDES Type I	\$1,500
(3) <b>Bidding Services</b>	<b>\$3,000</b>

**Total: \$22,500 (Lump Sum)**

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

Sincerely,

JOHNSON, LASCHOBBER & ASSOCIATES, P.C.

Laura S. Cabiness, PE

*Please return a signed copy of this proposal, a purchase order, or a contract before work commences. This proposal will be considered in effect if work commences without a signed copy being received by JLA. The terms and conditions on the following page of this proposal are part of this agreement.*

Accepted by:

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

Johnson, Laschober & Associates, P.C.  
701 East Bay Street  
Suite 304  
Charleston, SC 29403

Telephone: 843-619-4656  
FAX: 706-724-3955  
Web Site: www.theJLAgroup.com

K:\30821901\ADMIN\GENERAL\CONTRACT DOCUMENTS\TASK ORDER 3\PROPOSAL FOR REGATTA ENGINEERING AND ADMINISTRATION.DOCX



# Town of James Island Public Works Department

Mark Johnson, Public Works Director

1122 Dills Bluff Road

James Island, South Carolina 29412

[mjohnson@jamesislandsc.us](mailto:mjohnson@jamesislandsc.us) 843-795-4141

July 7, 2020

RE: Sinkhole on Regatta

Ashley,

The request for repairs to a sinkhole on Regatta are in regards to a report from Ray Beaudrot at Charleston County Public Works that Citizen had reported to them of a sinkhole in their front yard. They sent an inspector by to see the severity of the problem and discovered that it was over a stormwater culvert that runs on the right of way of Regatta Road. I went to verify this and that is the case, in fact, JIPSD was on scene to determine if their sewer line, which runs parallel to the storm drain, was involved in any way. This repair needs to be made as soon as possible as it only will grow with the rain.

We will be adding this system to our list of systems that need to be inspected and evaluated for level of service and condition as the pipe material is CMP (Corrugated Metal Pipe) which only has a 25 to 30 year service life.

Thank you,

Mark Johnson

Public Works Director



# Charleston County Public Works Task Cost Actual

## BASIC INFORMATION

Est Start Date 6/30/2020 Est Stop Date 6/30/2020 Request ID 10121  
 Requesting Agency / Town of James Island Task ID 77108  
 Billable Dept : \_\_\_\_\_

Contact : Mark Johnson Phone : (843)795-4878

Details : Excavate drainage pipe, Inspect for failed or leaking pipe, and repair with Mar-Mac Band and Geo fabric.

<b>Total Labor Cost</b>	<b>\$2,042.10</b>
<b>Total Equipment Cost</b>	<b>\$1,686.08</b>
<b>Total Material Cost</b>	<b>\$322.32</b>
<b>Total Other Cost</b>	<b>\$0.00</b>
<b>Total Task Cost</b>	<b><span style="color: red;">\$4,050.50</span></b>

### Material

ID	Description	Quantity	Material Cost
38005	Stone, # 57	3.00 ton	104.64
37041	Fabric, Pipe Wrap - 3' x 360' -Geotextile	50.00 ft	10.50
15256	Mar Mac, Mac Wrap - 24 inch	2.00 ea	131.78
38009	Dirt, Fill (County)	4.00 yd <sup>3</sup>	10.40
55095	Seed, Pensacola Bahia grass (50 lb bag)	1.00 ea	65.00

### OTHER

Purchase Order	Vendor	Cost
----------------	--------	------

**Completed By :** \_\_\_\_\_

**Date:** \_\_\_\_\_



STATE OF SOUTH CAROLINA )  
 )  
TOWN OF JAMES ISLAND )

**INTERGOVERNMENTAL  
AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”)** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **Town of James Island, South Carolina**, the address of which is 1122 Dills Bluff Road, James Island, SC, 29412 (hereinafter the “**Town**”), the **City of Charleston, South Carolina**, the address of which is 80 Broad Street, Charleston, SC 29401 (hereinafter the “**City**”), the **County of Charleston, South Carolina**, the address of which is 4045 Bridge View Drive, North Charleston, South Carolina 29405 (hereinafter “**Charleston County**” or “**County**”), and the **City of Folly Beach, South Carolina**, the address of which is 29 Center Street, Folly Beach, SC 29439 (hereinafter “**Folly Beach**”) each of which is a separate public body corporate and politic and political subdivision of the State of South Carolina, (“**Party**” as to each; collectively the “**Parties**”).

**WITNESSETH:**

**WHEREAS**, The Town approved with the adoption of their Fiscal Year 2020/2021 Annual Budget \$20,000 to help fund the Project Manager position for ReThink Folly Road; and

**WHEREAS**, The City approved with the adoption of their Fiscal Year 2020 Annual Budget \$20,000 to help fund the Project Manager position for ReThink Folly Road; and

**WHEREAS**, on November 13, 2018, Charleston County Council approved a contribution of \$20,000 per year for a contract for consulting services for the implementation of the ReThink Folly Road Study recommendations with the total contract period not to exceed three (3) years; and

**WHEREAS**, Folly Beach plans to approve at least 10% of the total cost, \$6,650, with the adoption of their Fiscal Year 2020/2021 Annual Budget (Q2-Q4) to help fund the Project Manager position for ReThink Folly Road; and

**WHEREAS**, the ReThink Folly Road Steering Committee has selected Toole Design Group, LLC, the address of which is 172 E. Main St. Suite 300, Spartanburg, SC 29306, (hereinafter referred to as the “**Consultant**”) for Project Management Services for the implementation of the ReThink Folly Road Study; and

**WHEREAS**, the Town Council approved the ReThink Folly Road Steering Committee’s recommendation for the Town to enter into a contract with the Consultant for Project Management Services for the implementation of the ReThink Folly Road Study; and

**WHEREAS**, Charleston County, the City, and Folly Beach desire to enter into an Intergovernmental Agreement with the Town, to share in the costs of the services provided by the

Consultant to implement the mutually-adopted ReThink Folly Road Plan (hereinafter referred to as the “**Project**”); and

**WHEREAS**, the scope of work for the Project shall be performed by the Consultant per the request of the Town upon the above representations and upon direction of the ReThink Folly Road Steering Committee, which includes one Council member from the City, the Town and Folly Beach, two Council members from Charleston County, and other stakeholders;

**NOW, THEREFORE**, in consideration of these promises, of the mutual covenants herein set forth, and the above-referenced recitals incorporated herein by reference, the Parties agree as follows:

1. **OBLIGATIONS OF THE TOWN.** The Town’s obligations shall be as follows:
  - a. Provide all updates concerning Project scope changes, changes in schedules, routine communication, or any other such activities that may impact the Project to the Steering Committee and staff representatives. The Steering Committee will provide guidance to the Consultant on how often the updates should occur, the form of the report, and who should be the recipient at each jurisdiction. The Town shall ensure this directive is followed.
  - b. Include Charleston County, Folly Beach and the City in all progress meeting with the Consultant.
  - c. Provide access to the Project records during and after the project to enable Charleston County, Folly Beach and the City to review the Project.
  - d. Request approval from Charleston County, the City, and Folly Beach, respectively, regarding pay requests relating to the Project prior to payment of any invoices, along with notice of any change orders, which affect the cost of the Project. Pay requests shall be provided to each Party’s staff representative within 48 hours of the Town receiving a pay request for review.
  - e. Maintain primary contact with the Consultant relating to Project scope, task order directives, pay requests, and other correspondence. Keep track of contract period to ensure it does not exceed a total of three (3) years.
2. **OBLIGATIONS OF THE COUNTY, FOLLY BEACH AND OF THE CITY.** Charleston County, Folly Beach and the City’s obligations shall be to review and provide comment on the progress and direction of the Consultant’s services, as well as to review and provide comment for all Consultant pay requests related to the Project prior to payment and any change orders to the cost of the Project. Comments shall be made by each Party in writing within fifteen (15) calendar days of receipt of notification from the Town of the Consultant’s pay request or change order.

3. **SCOPE OF SERVICES.** Work elements shall be performed by the Consultant in accordance with the scope of work included in the Contract between Town and Consultant, attached hereto as Exhibit A, which is hereby incorporated by reference.
4. **FUNDING AND METHOD OF PAYMENT.** The Town, City, Charleston County and Folly Beach agree to pay as follows:
  - a. The Parties agree that the total cost of the Project with the Consultant is \$66,500, which shall include reimbursable expenses paid to the Consultant.
  - b. Town will advance payment to the Consultant, subject to the following:
    - i. Charleston County will reimburse the Town for \$20,000.
    - ii. The City will reimburse the Town for \$20,000.
    - iii. Folly Beach will reimburse the Town for 10% or \$6,650.
  - c. Fee amendments will be provided to the Steering Committee and staff representatives for approval. Should any amendments exceed the approved annual funding allotment from the Parties, approval shall be obtained from each decision-making body of the Town, City, Charleston County and Folly Beach.
  - d. Once pay requests have been approved by each Party, the Town will pay the Consultant for the entirety of the invoice and request reimbursement from designated staff representatives by email according to the following break-down: The City and Charleston County will each be billed for 30% of each invoice, with the total of their annual reimbursements not to exceed \$20,000 each. Folly Beach will be billed for 10% of each invoice, with the total of their annual reimbursements not to exceed \$6,650. Reimbursements shall be remitted to the Town within thirty (30) days of receipt of a reimbursement request. Each Party shall designate in writing to the Town a staff representative and email address for the purpose stated in this Paragraph.
5. **TERM.** The effective date of this Agreement shall be the date of execution of this Agreement as shown above. This Agreement shall continue for a period of one (1) year. The Town reserves the right to extend this Agreement on an annual basis if it is determined to be in its best interest by the ReThink Folly Road Steering Committee and subject to appropriation in the annual budget by the governing body of each participating jurisdiction. The life of this Agreement including all extensions shall not extend beyond a period of three (3) years.
6. **CONTRACT TERMINATION.** Any Party may terminate this Agreement by giving written notice, at the address set forth below, to the other Parties at least thirty (30) days prior to the effective date of such termination. Upon termination of this Agreement, obligation of the Town of James Island to conduct work herein described shall forthwith cease, and the Town, City, Charleston County and Folly Beach shall only be responsible for their proportionate share of actual costs incurred by the Consultant as of the date of

termination of this Agreement.

7. **AMENDMENTS.** This Agreement constitutes the entire agreement between the parties; no amendment or modification changing its scope shall have any force or effect unless in writing and signed by all Parties.
8. **SEVERANCE.** Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Agreement as a whole, invalid. Any terms, which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.
9. **DEFAULT.** In the event of default by the County, City or Folly Beach of any term or condition of this Agreement, the Town shall have the right to give written notice to them specifying in particular the default complained of with a demand that the default be cured within fifteen (15) days of receipt of notice. If the County, City or Folly Beach has not cured the default within fifteen (15) days of receipt of the notice of default, then and in that event, the Town shall have the right to terminate this Agreement, provided that all other rights and remedies are reserved as permitted by law. In the event of default by the Town of any term or condition of this Agreement any Party shall have the right to give written notice to the Town specifying in particular the default complained of with a demand the default be cured within fifteen (15) days of receipt of notice. If Town had not cured the default within 15 days of receipt of notice of the default, the Parties shall have the right to terminate this Agreement, provided that all other rights and remedies are reserved as permitted by law.
10. **NON-WAIVER.** Any waiver of any default by any Party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require any Party to waive, or entitle any Party to a waiver of, any subsequent default hereunder.
11. **CONTROLLING LAW.** The laws of South Carolina shall govern this Agreement. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.
12. **NOTICES.** All notices or other communications hereunder shall be deemed properly given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places may be designated in writing by the Parties:

AS TO THE TOWN:

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

Bill Woolsey, Mayor  
1122 Dills Bluff Rd  
James Island, SC, 29412

Bonum S. Wilson III (Bo), Esq.  
James Island Counsel  
924 Folly Rd  
Charleston, SC 29412

AS TO THE COUNTY:

Joel Evans  
Director of Zoning and Planning  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive  
North Charleston, South Carolina 29405

J. Elliott Summey  
Chairman of Charleston County Council  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive  
North Charleston, South Carolina 29405

Joseph Dawson, III, Esq.  
Johanna S. Gardner, Esq.  
Charleston County Attorney's Office  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive  
North Charleston, South Carolina 29405

AS TO THE CITY:

Jacob Lindsey  
Director of Planning, Preservation & Sustainability  
2 George Street  
3<sup>rd</sup> Floor  
Charleston, SC 29403

John J. Tecklenburg, Mayor  
80 Broad Street  
Charleston, SC 29401

Susan Herdina  
Corporation Counsel  
50 Broad Street  
Charleston, SC 29401

AS TO FOLLY BEACH:

Aaron Pope  
Deputy Administrator / Zoning Administrator  
P.O. Box 48  
Folly Beach, SC 29439

Spencer Wetmore  
City Administrator  
P.O. Box 48  
Folly Beach, SC 29439

Tim Goodwin, Mayor  
P.O. Box 48  
Folly Beach, SC 29439

**IN WITNESS WHEREOF**, the Parties have caused this Intergovernmental Agreement to be executed on the date indicated above.

Signed, sealed and executed for the COUNTY.

WITNESS:

Charleston County

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Signed, sealed and executed for CITY.

WITNESS:

City of Charleston

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Signed, sealed and executed for the TOWN.

WITNESS:

Town of James Island

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Signed, sealed and executed for FOLLY BEACH.

WITNESS:

City of Folly Beach

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

EXHIBIT A

(Attach Consultant's Contract)

**AGREEMENT BETWEEN  
TOWN OF JAMES ISLAND, SC  
And  
TOOLE DESIGN GROUP, LLC  
TDG# C0086.01**

This Agreement is made as of \_\_\_\_\_ between Toole Design Group, LLC (“TDG”) having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the Town of James Island, SC (“Client”), (collectively the “Parties”) having its principal office of business at 1122 Dills Bluff Road, James Island, SC 29412. TDG’s project number shall be as follows: C0086.01

AGREEMENT

TDG and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TDG and Client.
2. The scope of this Agreement (the “Project” or “Services”) is as follows:

*Per Attachment A*

3. Client shall compensate TDG on a time and materials basis with a not to exceed amount of \$66,500.00.
4. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice.
5. Without prior written notice from the client, this Agreement shall automatically terminate one (1) calendar year from the date of its signing. The client reserves the option to renew the agreement for up to one (1) additional one-year term. In the event of renewal, the client will request such in writing.

Before the official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Upon any termination, TDG will be paid for all services completed to the date of termination.

6. Client shall arrange for access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform the Services.

7. Client shall give written notice to TDG whenever Client becomes aware of any development that affects the scope or timing of TDG's Services.
8. Financial records of TDG pertinent to TDG's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
9. TDG shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TDG shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to TDG auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To TDG at:

Ernest M. Boughman, III, AICP  
TOOLE DESIGN GROUP, LLC  
172 E. Main Street, Suite 300  
Spartanburg, SC 29306

To Town of James Island at:

Ashley R. Kellahan  
TOWN OF JAMES ISLAND  
1122 Dills Bluff Road  
James Island, SC 29412

11. TDG has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property.

TDG shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TDG shall maintain this insurance at least until the completion of TDG's services.

12. TDG and its subrogees shall hold harmless and indemnify the Client, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of TDG, its agents, servants, and employees or lower tiered contractors in the performance of this Agreement.

13. Client and its subrogees shall hold harmless and indemnify TDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.
14. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement (“Data”), and without regard to the media in which the Data was developed, shall be the property of the Client and TDG. Client shall make available to TDG drawings, specifications, schedules and other information and data which are pertinent to TDG’s Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
15. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute (“Representative”). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
16. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of South Carolina.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney’s fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

19. Client and TDG shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including, but not limited to lost profits and operation costs).
20. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.
21. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
22. This Agreement represents the entire integrated agreement between TDG and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have made, executed and agreed to this Agreement as the day and year first above written:

TOOLE DESIGN GROUP, LLC

TOWN OF JAMES ISLAND

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jennifer L. Toole

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_



## ATTACHMENT A

### General Duties/Responsibilities for the Rethink Folly Road (RFR) Program Manager

#### Administration

- Lead RFR organization implementation activities according to the *RFR Complete Streets Study* (“the Plan”), resulting Implementation Matrix, and on-going input from the RFR Steering Committee.
- Identify and pursue funding sources for implementation of RFR implementation projects.
- Schedule and prepare for RFR Steering Committee meetings, subcommittee meetings, and any other associated meetings, as needed. Target commitment would be monthly Steering Committee meetings and dedicating approximately 12-15 hours of staff time per week for the first year of contract services.
- Serve as point of contact and effectively communicate to all involved public agencies on progress.
- Track progress of implementation goals and the budget to report out as requested by Steering Committee.

#### Strategic Communications

- Market the RFR “brand” and promote business development opportunities.
- Provide public notice of meetings and access to RFR planning documents and materials.
- Develop Stakeholder engagement campaign, designed to attract Folly Road property owners to the vision for redeveloping their land with rates of return based on commercial real estate best practices, case studies, and pro forma.
- Provide outreach to businesses and property owners in the Folly Road corridor, as well as James Island residents.
- Create and facilitate the ‘Friends of Folly Road’ group to engage citizen involvement and support for the Plan.

- Represent the RFR project at public and community meetings/presentations, and to the media.

### **Planning & Implementation**

- Monitor current and long-range development plans for properties within the corridor to establish and cultivate public-private partnerships that yield coordinated improvements (new connections, consolidation of curb cuts, coordination with utility companies, etc.).
- Provide design refinement and analysis of concepts included in RFR to assist in advancing implementation.
- Refine cost estimates included in RFR to capture the actual dollars necessary to realize implementation; consider methods for value engineering, achieving economies of scale, and encouraging efficient use of available resources.
- Coordinate with the South Carolina Department of Transportation (SCDOT) to vet RFR concepts and determine project feasibility.

RFP 3-2020: Professional Auditing Services

	<b>Brittingham</b>	<b>Love Bailey</b>	<b>Mauldin Jenkins</b>	<b>McCay Kiddy</b>	<b>TPSA</b>
Merrell Roe	480	470	460	470	450
Ashley Kellahan	500	480	420	380	360
Mayor Woolsey	460	480	440	460	420
<b>Totals</b>	<b>1,440</b>	<b>1,430</b>	<b>1,320</b>	<b>1,310</b>	<b>1,230</b>

The Evaluation Committee independently scored and evaluated all five proposals received, and narrowed it down to the top 2 scoring firms. After interviewing both, the committee is recommending award to Love Bailey.

**PROPOSAL FOR AUDIT SERVICES:  
TOWN OF JAMES ISLAND**

**June 21, 2020**

**Submitted by:**

**Love Bailey & Associates, LLC**

**Gary Bailey, CPA**

**864 – 984 – 2698**

**[gbailey@lovebaileycpa.com](mailto:gbailey@lovebaileycpa.com)**

**218 West Laurens Street**

**Lauren, SC 29360**

**[www.lovebaileycpa.com](http://www.lovebaileycpa.com)**

**27-4292646**

## TABLE OF CONTENTS

<b>Letter of Transmittal</b>	<b>1</b>
<b>Firm Profile</b>	<b>2</b>
<b>Firm Qualifications</b>	<b>3</b>
<b>References</b>	<b>5</b>
<b>Fee Quote</b>	<b>5</b>
<b>Submittal Form</b>	<b>6</b>
<b>Peer Review</b>	<b>8</b>

# LOVE BAILEY

CERTIFIED PUBLIC ACCOUNTANTS

June 21, 2020

Town of James Island  
Attn: Ashley Kellahan, Town Administrator  
1122 Dills Bluff Rd  
James Island, SC 29412

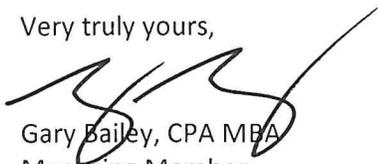
Dear Ms. Kellahan,

We appreciate the opportunity to propose on the audit of the Town of James Island (the "Town") for the fiscal year 2020. Since 1982, Love Bailey & Associates has been a trusted advisor to individuals, businesses, organizations and governmental entities. Our commitment is to provide the highest quality professional services in the most effective and efficient manner possible and to deliver value to the Town at a fair and reasonable fee. We understand the work to be performed and are committed to meeting the Town's deliverables with regards to timing and the final audit document. Our objective is to structure an ongoing arrangement that allows us to remain in partnership with the Town.

Our all-inclusive fee which includes all out of pocket expenses for the June 30, 2020 audit is \$12,500. Our objective is to develop a partnership with the Town of James Island, we enjoy working municipalities so we should have a wonderful working relationship. Also, we guarantee that our audit fee will not increase above \$12,500 for each of the four years if the Town continues to use our firm.

Again, thank you for your interest in allowing us to propose on the Town's audit, we view the Town as a very desirable client. We look forward to the possibility of working with the Town.

Very truly yours,



Gary Bailey, CPA MBA  
Managing Member  
Love Bailey & Associates, LLC

## **FIRM PROFILE**

Since 1982, Love Bailey and Associates has been providing quality service and expertise in assurance, tax and business services. While our name changed in 2011, our commitment to providing our clients with superior service and accounting expertise at reasonable fees has remained.

Our firm is located in Laurens, South Carolina; we are a full-service accounting firm that offers traditional accounting, auditing and tax services as well as outsourced management functions such as CFO services, business consulting and accounting and financial services to governmental, nonprofit and for-profit entities. We have eight associates in our office including the managing member. See audit staff below.

Love Bailey & Associates has experience performing audits of various for-profit, not-profit and governmental entities as well performing accounting procedures for various entities. We understand governmental accounting, yellow book requirements, OMB A-133 compliance supplement and generally accepted auditing standards.

We are an experienced firm; we have no staff turnover in over ten years other than retirement. Our audit clients have the same group of Love Bailey auditors each year that know their organization and finances. Many of our auditors have experience in private industry with entities that had annual audits so our members know what it's like on both sides. This is valuable experience to the client as we understand time constraints and stress an audit may cause to an entity. We schedule the audit in a timely manner for the client and provide the audit list with plenty of time for the client to prepare the audit requests. Our most valuable recommendation and referral come from our current clients. They know us, work with us and recommend us.

### License

Love Bailey and Associates are licensed in the State of South Carolina and Georgia.

### Professional Memberships

- American Institute of Certified Public Accountants
- South Carolina Association of CPAs
- AICPA Governmental Audit Quality
- Associate members of the Government Finance Officers Association.
- AICPA Firm Practice Management – PCPS
- AICPA Not-for-profit Section
- AICPA Employee Benefit Plan

### Independence

Love Bailey and Associates is independent of the Town.

### Insurance

Love Bailey maintains professional liability insurance of \$1,000,000 and workers compensation insurance of \$500,000. We will add the Town to the insurance policy.

## **FIRM QUALIFICATIONS**

Love Bailey specializes in audits of governmental and not-for-profit clients. We understand Governmental Auditing Standards, Yellow Book, OMB Audits and GASB including OPEB and Pension accounting.

### Sample List of Governmental Audit Clients

Our current list of governmental and/or single audit engagements (all current audit clients):

- Bamberg County
- Hampton County
- City of Laurens
- Town of Gaston
- Town of Lincolnton
- Town of Donalds
- Town of Blythewood
- Town of Atlantic Beach
- Town Aynor
- Town of Andrews
- Town of Six Mile
- Town of Meggett
- Chester Sewer District
- Laurens County Water and Sewer District
- Taylors Fire and Sewer District

We can provide a complete list; Love Bailey provides approximately 65 audits a year.

### Love Bailey Team

Gary Bailey, CPA is the owner of Love Bailey; my experience includes senior auditor with Deloach & Williamson (Columbia) and audit manager with Elliott Davis (Greenville). I have spent most of my career in public accounting specifically in the audit department. My audit experience includes governmental, nonprofit and for-profit entities. My experience is not limited to public accounting; I have spent many years as the CFO of a manufacturing and distribution company with offices in Union, China and Hong Kong. As a result of my experience in both public accounting and the private sector (which received an annual audit), I understand the additional time requirements and stress an external audit adds to the limited staff; this allows for the planning and performance of an efficient audit with limited disruption to the Town. I have included my resume for additional information. Also, I have a degree in computer information systems as well as accounting which provide the client additional experience and knowledge regarding technical capabilities of the computer systems.

Julie Grant, CPA is a manager with our firm. Julie has a bachelors and master's degree from the University of South Carolina. Julie provides audit and accounting services to our governmental and not for profit clients. Julie has 10+ years of public accounting experience, prior to joining Love Bailey, Julie spent many years with Elliott Davis as an audit manager as well as 7+ years in private accounting as an internal auditor and controller.

Megan Balentine, CPA is a senior accountant with our firm. Megan has an undergraduate degree in accounting from Anderson University and masters in auditing from Clemson University. Prior to joining Love Bailey, Megan worked in the grants accounting department at Clemson University for three years as well as worked in the accounting department with Anderson County while attending college. Megan provides audit, accounting and tax services to our governmental and not for profit clients.

Will Walls, CPA will be a senior auditor with our firm – his start date is January 1. Will has an undergraduate degree in accounting from Anderson University and masters in auditing from Clemson University. Prior to joining Love Bailey, Will works with Elliott Davis in the audit department providing audits to governmental and not for profit clients.

Apryl Bailey is a manager with our firm. Apryl has an undergraduate degree in accounting from Anderson University and a MBA from Clemson University. Apryl's experience includes private accounting with an engineering firm and the controller for two medical practices for the last 14 years. Apryl has obtained the CPA education and experience requirements and is in the process of taking the exam.

Maxie Burns is an accountant with Love Bailey and a graduate of Wofford College with an economics degree. Maxie provides various accounting services to governmental and not for profit clients. Prior to Love Bailey, Maxie was in upper management with the Palmetto Bank for 30+ years.

Paul Klein is a staff accountant with Love Bailey and a graduate of Presbyterian College with an accounting degree. Paul provides various accounting services to governmental, not for profit and for profit clients and is available to perform auditing procedures if additional resources are necessary. Paul is currently attending graduate school in the evenings for his master in taxation as he works toward the CPA requirements.

Laura Lamb is a bookkeeper with Love Bailey who has been with the Firm over 10 years. Laura provides bookkeeping services as well as tax and audit support to Firm clients.

Austin Hughes is a staff auditor with Love Bailey. Austin is a graduate of Anderson University with a degree in accounting and provides audit services.

Logan Harrison is a staff auditor with Love Bailey. Logan is a graduate of Anderson University with an accounting degree and provides audit services.

#### Audit Team

The audit team will consist of an in-charge CPA and a staff auditor during the engagement. If additional resources are required then an additional member of the staff will accompany the audit team. All team members are licensed CPAs in the state of South Carolina.

**REFERENCES**

City of Laurens  
Gary Coleman, Administrator  
gcoleman@cityoflaurenscc.com  
864-984-3933

Town of Six Mile  
Rita Martin  
rita\_martin@sixmile.org  
864-868-2653

Hampton County  
Christine James, Finance Director  
cjames@hamptoncountysc.org  
803-914-2110

\*\*\*more references can be provided

**FEE QUOTE**

Based on our understanding of governmental entities and specifically the Town, we have outlined our proposed all-inclusive fee for the audit. This is a fixed fee so no surprise increases and we guarantee the fixed fee for three years.

June 30, 2020:	\$12,500
June 30, 2021:	\$12,500
June 30, 2022:	\$12,500
June 30, 2023:	\$12,500

If the Town chooses to prepare a CAFR our fee is an additional \$3,000 for the first year and \$1,500 for each subsequent year. We have experience preparing the CAFR for clients, it is a lot of additional reporting requirements however we have a template to help guide the Town through the process.

We recognize that no one likes surprises with fee adjustments, particularly entities with tight budgets, we commit to ethical and fair practices in the presentation of our fees. Our objective is to develop a partnership with the Town. We commit the highest level of audit standards as well as provide the Town with an audit report in a timely manner. We appreciate the opportunity to provide the Town with an audit proposal.

**RFP #3-2020**  
**SUBMITTAL FORM**  
**Page 1 of 2**

THIS SUBMITTAL FORM SHALL BE RETURNED WITH THE OFFEROR'S PROPOSAL.

**ILLEGAL IMMIGRATION**

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1] (NOV. 2008)  
(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

**ETHICS CERTIFICATE**

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2] (May 2008)

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

**RFP #3-2020**  
**SUBMITTAL FORM**  
**Page 2 of 2**

THIS SUBMITTAL FORM SHALL BE RETURNED WITH THE OFFEROR'S SUBMITTAL.

I, the undersigned, certify that this submittal does not violate any Federal or State antitrust laws and that I have received and read the Invitation for Statements of Interest and understand that this submittal is subject to all conditions thereof. The undersigned offers and agrees, if this submittal is accepted within Sixty (60) days from the date of the opening, to furnish any or all items proposed and to deliver such items or services to the Town within a timely manner as indicated in this submittal.

A signature below indicates that the Offeror herein, his agents, servants, and employees, have not in any way colluded with anyone for and on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

**AUTHORIZATION**

Love Bailey & Associates, LLC

\_\_\_\_\_  
(Print Name of Consultant/Company)

\_\_\_\_\_  
(Signature)

Gary Bailey

\_\_\_\_\_  
(Printed Signature)

Managing Partner

\_\_\_\_\_  
(Title)

218 W Laurens

\_\_\_\_\_  
(Mailing Address)

Laurens

\_\_\_\_\_  
(City)

SC

\_\_\_\_\_  
(State)

29360

\_\_\_\_\_  
(Zip)

864-984-2698

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

gbailey@lovebaileycpa.com

\_\_\_\_\_  
(E-mail Address)

# BROWN CPA, LLC

## Report on the Firm's System of Quality Control

August 26, 2019

To the Owner of Love Bailey & Associates, LLC  
and the Peer Review Alliance Report Acceptance Committee

I have reviewed the system of quality control for the accounting and auditing practice of Love Bailey & Associates, LLC (the firm) in effect for the year ended December 31, 2018. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any

### Peer Reviewer's Responsibility

My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of my peer review, I considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of my procedures.

### Opinion

In my opinion the system of quality control for the accounting and auditing practice of Love Bailey & Associates, LLC in effect for the year ended December 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Love Bailey & Associates, LLC has received a peer review rating of *pass*.

BROWN CPA, LLC

*BROWN CPA, LLC.*

By Matthew Brown, CPA

www.browncpallc.com | P.O. Box 3288 | Irmo, SC 29063 | 803-315-3029

MEMBER:  
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS





# Charleston County Public Works Task Estimate

## BASIC INFORMATION

Est Start Date 2 weeks Request ID \_\_\_\_\_

Requesting Agency / Billable Dept : Town of James Island

Contact : Mark Johnson Phone : (843) 795-4141

Details : Survey critical elevations of ditches, inlets, culverts, and features of the stormwater system traversing from Bradford Avenue to Folly Road to Yorktown Canal and stop at where the canal crosses Yorktown Drive. This estimate includes 6 days of data collection and processing.

**Total Labor Cost \$11,625.12**  
**Total Equipment Cost \$0.00**

### Material

ID	Description	Usage	Material Cost
			\$0.00

### Other

Date	Short Description	Purchase Order	Vendor	Cost
			<b>Total Other</b>	\$0.00
			<b>Sub Total</b>	\$11,625.12
			<b>10% Contingency</b>	\$1,162.51
			<b>Grand Total Estimate</b>	<b>\$12,787.63</b>

Agency Approval : \_\_\_\_\_ Date: \_\_\_\_\_

Org Key (For non-General Fund Request) : \_\_\_\_\_ Obj Code: \_\_\_\_\_

(For Public Works Use Only)  
F/O Manager/Director Approval : \_\_\_\_\_ Date: \_\_\_\_\_

**Completed By :** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Task ID:** \_\_\_\_\_

## **Frances Simmons**

---

**From:** Ashley Kellahan  
**Sent:** Tuesday, July 7, 2020 9:29 AM  
**To:** Frances Simmons  
**Subject:** FW: Application for TOJI Advisory Council--History Council

Ashley R. Kellahan  
Town Administrator  
843.795.4141

**From:** Susan Milliken <sbmilliken@gmail.com>  
**Sent:** Monday, July 6, 2020 7:37 PM  
**To:** Garrett Milliken <millikeng@cofc.edu>; Ashley Kellahan <akellahan@jamesislandsc.us>  
**Subject:** Application for TOJI Advisory Council--History Council

### Application for TOJI Advisory Council

**Name:** Susan Milliken

**Address:** 762 Fort Sumter Drive, James Island, SC 29412

**Telephone Number (Home):** 843-406-9616

**Telephone Number (Cell):** 843-367-5413

**Email Address:** [sbmilliken@gmail.com](mailto:sbmilliken@gmail.com)

**Advisory Council:** TOJI History Council

### Educational Background, Work or Life Experience Related to Your Interest:

B.S. in Education, History/English, Baylor University, 1987

J.D., South Texas College of Law, 1992

Lifetime Texas Teaching Certificate, Secondary Education, Grades 6-12, History/English

Student Teacher, 10th grade World History, Waco High School, 1986

Substitute Teacher, CCSD (all subjects, grades 4K-12)

JICHS Board of Trustees (2013-2014) Worked closely with staff and faculty on overview of curriculum and SC end-of-course testing standards in courses including United States History and the Constitution.

\*Special interest in James Island history and Charleston history.

**Signature:** Susan Milliken

**Date:** July 6, 2020

**\*Appointments are made by Town Council for two year terms.**

**Thank you for your interest in serving the Town of James Island**

TOWN OF JAMES ISLAND, SC  
ADVISORY COUNCIL APPLICATION



Name: Robin Hardin

Address: 902 Preston Rd.

Telephone #  
Home: 843-762-1781 work 843-209-7433

Email Address: robin.hardin058@gmail.com

Advisory Council: Tree Advisory Council

Educational Background, Work or Life Experience Related to Your Interest:

1) Undergrad degree in Recreation & Park Admin  
2) 12 years as JTO/Planning Commission member

If you are not selected to serve on this Advisory Council, please list other areas where you would like to serve:

\_\_\_\_\_  
\_\_\_\_\_

Signature: Robin Hardin

Date: 7/8/20

Appointments are made by Town Council for two (2) year terms.

Town of James Island

Emergency Ordinance pertaining to Electronic Meetings

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to 2019 Novel Coronavirus (“COVID-19”) and declared that a State of Emergency exists in South Carolina; and

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending the suspension of large events and mass gatherings that consist of 50 people or more in order to slow the spread of COVID-19; and

WHEREAS, while it is imperative for local government to continue to operate during States of Emergency, it is equally imperative for local governments to take steps to minimize the need for large gatherings in order to protect public health and safety and the health and safety of local government officials and staff; and

WHEREAS, the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the “Act”) defines a “Meeting” as “the convening of a quorum of the constituent membership of a public body, whether corporal or by means of electronic equipment, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power”; and

WHEREAS, due to the State of Emergency related to COVID-19, it is advisable to make provisions for the holding of electronic public meetings, while ensuring any electronic meeting fully complies with the open meeting requirements of the Act; and

WHEREAS, the South Carolina Freedom of Information Act (30-4-80) (A) allows that agenda items requiring final action may be added and considered upon two-thirds vote if the Town finds that an emergency exists,

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the city or county council present, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment; and

WHEREAS, it is determined that a public emergency affecting life, health, and safety does exist.

NOW THEREFORE, be it hereby ordained in this meeting of the Town Council, as follows:

Section 1. Standards for Electronic Meetings. All Town Council, Boards, Committees, Advisory Councils is hereby authorized to conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any

combination of these, and the conduct of the electronic meeting allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of Council, its Boards, Committees or Advisory Councils to confirm attendance, and any member of the body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of Council, its Boards, Committees and Advisory Councils as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by a member of Council, Boards, Committees, Advisory Councils, and by the general public.

(c) Any vote of Council, its Boards, Committees, and Advisory Councils must be conducted by individual voice vote of the members who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of Council, Boards, Committees and Advisory Councils, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of Council, Boards, Committees and Advisory Councils shall strictly comply with the rules of Council, its Boards, Committees and Advisory Councils as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and Council, its Boards, Committees, and Advisory Councils shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of Council, its Boards, Committees and Advisory Councils must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. Members of the public may submit written public comments which shall be distributed to the members of the body.

**Section 2. Suspension of Local Provisions.** During the period of effectiveness of this Ordinance any ordinance, resolution, policy, or bylaw of the Town that conflicts with the provisions hereof is suspended and shall be superseded hereby.

**Section 3. Effective Date; Expiration.** The provisions hereof shall be effective upon a single hearing and two-thirds vote of Council and shall expire on the sixty-first day following the effective date hereof.

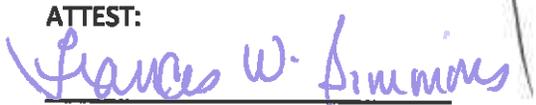
**Section 4. Changes Incorporated.**

- a. This Ordinance does not apply to the Board of Zoning Appeals
- b. The Committees and Councils this Ordinance includes are: Planning Commission, Land Use Committee, Environment and Beautification Committee, James Island Pride, Public Safety Committee, Neighborhood Council, History Committee, History Council, Children's Committee, Children's Council, Business Development Committee, Business Development Council, Trees Advisory Committee, Trees Advisory Council, and Drainage Committee
- c. Agendas shall be posted three (3) days prior to the deadline which is inclusive of the deadline day.

**DONE AS AN EMERGENCY ORDINANCE and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of Council present, this 1<sup>st</sup> day of April, 2020.**

Town of James Island

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

ATTEST:  
  
\_\_\_\_\_  
Frances Simmons, Town Clerk

**This Emergency Ordinance was amended at June 18, 2020 Town Council Meeting to expire July 16, 2020 by majority vote.**

**ORDINANCE #2020-07**

**THE TOWN COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA  
APPROVAL OF THE AMOUNT OF THE COST TO BE SHARED WITH THE JAMES  
ISLAND PUBLIC SERVICE DISTRICT IN THE 2020 FISCAL YEAR, AND OTHER  
MATTERS RELATED THERETO.**

The Town Council of the Town of James Island (the "*Town Council*"), the governing body of the Town of James Island, South Carolina (the "*Town*"), makes the following findings of fact in connection with the enactment of this Ordinance:

(A) The Town is authorized to exercise those powers granted to municipalities under the general laws of the State, the Constitution of the State of South Carolina (the "*Constitution*"), and Home Rule, including the power granted by Article VIII, Section 13(A) of the Constitution permitting the Town with any other political subdivision the cost of any function or exercise of powers.

(B) The Town and the James Island Public Service District (the "*District*") have entered into a Cost Sharing Agreement (the "*Agreement*"), pursuant to which the parties have determined to share the District's cost of providing solid waste and fire protection services (together, the "*Services*") within the Town.

(C) By and through the enactment of the budget of the Town (the "*Budget*") for the 2020-21 fiscal year (the "*Fiscal Year*"), the Town Council has appropriated the amount of \$900,000 to share the District's cost of providing the Services within the Town (as further defined in the Agreement, the "*Annual Cost Share*"). The Town Council has further appropriated such additional amounts as are required under the Agreement to reimburse the District for its cost to administer the transactions and arrangements provided for in the Agreement.

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JAMES ISLAND, IN  
MEETING DULY ASSEMBLED, AS FOLLOWS:**

**Section 1.** In accordance with the provisions, terms, and conditions of the Agreement, the Town Council approves and authorizes the following amounts to be paid to the District:

(A) Pursuant to Section 2(a) of the Agreement, and as approved and appropriated by the Town Council in the Budget, the Town hereby authorizes and directs that the amount of the Annual Cost Share for the Fiscal Year shall be \$900,000.

(B) Pursuant to Section 2(b) of the Agreement, the total Administrative Fee due for the Fiscal Year shall be the sum of (i) 1% of the amount of the Annual Cost Share of \$9,000.

**Section 2.** The Town Administrator (the "*Administrator*") is hereby directed to deliver this Ordinance to the District which, pursuant to Section 2(a) of the Agreement, upon delivery shall serve as the Annual Notice of the Annual Cost Share for the 2020-21 fiscal year. Upon receipt of the written acceptance of the annual Cost Share by the Board of Commissioners of the District, the Administrator is directed to deliver this Ordinance and the written acceptance of the District to the Office of the Charleston County Auditor. Pursuant to Section 2(a) of the Agreement, this Ordinance and the written acceptance of the District shall constitute an addendum to the Agreement.

**Section 3.** The Mayor, the Clerk, and the Administrator, for and on behalf of the Town, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the Town under and pursuant to Agreement, including, without limitation, making any and all payments or transfers of funds required under the Agreement at such times and under such terms as are required thereby. The Town Council hereby affirms that all amounts due and payable under the Agreement within the Fiscal Year have been duly appropriated in the Budget and constitute current obligations and expenses of the Town payable from initially appropriated funds.

**Section 4.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 5.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[Remainder of Page Left Blank]

Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF JAMES ISLAND, SOUTH CAROLINA

By: \_\_\_\_\_  
Mayor

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to Town Council

First Reading:            June 18, 2020  
Second Reading:        \_\_\_\_\_

TOWN OF JAMES ISLAND

AN ORDINANCE TO ESTABLISH A RENTAL FEE FOR THE PINCKNEY PARK PAVILION

WHEREAS, the Town of James Island seeks to manage its facilities in a manner to assure equitable opportunities for use without risking quality of our facilities; and

WHEREAS, Section 6-1-330 of the SC Code of Laws authorizes local governing bodies to impose a user fee for a new service provided the fee is used to pay costs related to the provision of the service or program for which the fee was paid; and

WHEREAS, a public hearing shall be required for any new user fee.

NOW, THEREFORE BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA AMEND THE CODE OF ORDINANCES ACCORDINGLY:

Pinckney Park Pavilion Rental Fee

1. Reservations are to be made in half day, 5-hour increments:
  - a. 8 am to 1 pm
  - b. 2 pm to 7 pm
2. \$150.00 flat fee
3. Rental fees will be used to cover the cost of cleaning, operating, and maintaining the facility.

First Reading: June 18, 2020  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

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

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

TOWN OF JAMES ISLAND

AN ORDINANCE TO ESTABLISH STORMWATER FEES

WHEREAS, the Town of James Island passed Ordinance 2020-05 that implemented supplemental stormwater design standards; and

WHEREAS, the Town of James Island has an intergovernmental agreement with Charleston County to help manage our MS4 Stormwater Program and desires to keep its fees consistent with the amounts charged by Charleston County; and

WHEREAS, Section 6-1-330 of the SC Code of Laws authorizes local governing bodies to impose a user fee for a new service provided the fee is used to pay costs related to the provision of the service or program for which the fee was paid; and

WHEREAS, a public hearing shall be required for any new user fee.

NOW, THEREFORE BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA AMEND THE CODE OF ORDINANCES ACCORDINGLY:

SERVICE	FEE
Master Drainage Plan Review & Approval	\$500
Stormwater Permit	
(1) Single Family Residential and Small Commercial Projects less than ½ an acre	\$100
(2) Type I – greater than 0.5 but <1.0 acres	\$200
(3) Type II – 1.0 acre but < 1.0 acre	\$500 for 1 to 3 acres \$750 for 3 to 5 acres
(4) Type III – 5.0 acres or greater	\$1,000 base fee plus \$100 per additional acres above 5 acres with \$2,000 max
Stormwater Utility / Linear Projects (greater than 0.5 but < 1.0 acres)	\$200
Reinspection (2 inspections are included with the stormwater permit fee)	\$75 per reinspection

First Reading: June 18, 2020

Public Hearing: \_\_\_\_\_

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

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

ATTEST

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

Ordinance Pertaining to Electronic Meetings

WHEREAS, while it is imperative for local government to continue to operate during States of Emergency, conditions may be such that in person meetings are unsafe for members Town Council and other Town Boards, Commissions, and Advisory Councils as well as Town staff and members of the public who may attend; and

WHEREAS, the South Carolina Freedom of Information Act, , which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the "Act") defines a "Meeting" as "the convening of a quorum of the constituent membership of a public body, whether corporal or by means of electronic equipment, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power"; and

WHEREAS, due to a state of emergency, it may be advisable to make provisions for the holding of electronic public meetings, while ensuring any electronic meeting fully complies with the open meeting requirements of the Act;

NOW THEREFORE, be it hereby ordained in this meeting of the Town Council, as follows:

Section 1. This ordinance solely applies during a state of emergency in the Town of James Island.

Section 2. Standards for Electronic Meetings. All Town Council, Boards, Committees, Advisory Councils are hereby authorized to conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of Council, its Boards, Committees or Advisory Councils to confirm attendance, and any member of the body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of Council, its Boards, Committees and Advisory Councils as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by a member of Council, Boards, Committees, Advisory Councils, and by the general public.

(c) Any vote of Council, its Boards, Committees, and Advisory Councils must be conducted by individual voice vote of the members who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded, or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of Council, Boards, Committees and Advisory Councils, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of Council, Boards, Committees

and Advisory Councils shall strictly comply with the rules of Council, its Boards, Committees and Advisory Councils as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and Council, its Boards, Committees, and Advisory Councils shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of Council, its Boards, Committees and Advisory Councils must have the capability to be heard at all times.

(g) Members of the public may submit written public comments which shall be distributed to the members of the body which shall be attached to the minutes. For regular meetings held electronically, the public should be able to make public comments electronically when practically feasible. Conditional of the safety of Town staff and the public, members of the public should be able to provide electronic comments to Town Council or its boards, commissions, and advisory councils from Town Hall or other specified physical location.

First Reading: July 16, 2020

Second/Reading: August 20, 2020

---

Mayor Bill Woolsey

ATTEST:

---

Frances Simmons, Town Clerk