



Town of James Island, Regular Town Council Meeting  
September 20, 2018; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

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

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

1. Opening Exercises
2. Public Hearing: Ordinance # 2018-11: Proposed Change to Town of James Island Zoning and Land Development Regulations Ordinance, including adding additional requirements/conditions for parking lots in CN, OG, and OR Zoning Districts (ZLDR), Section 153.157
3. Public Comment
4. Consent Agenda
  - a. Minutes: August 16, 2018 Regular Town Council Meeting
5. Information Reports
  - a. Finance Report
  - b. Administrator's Report
  - c. Public Works Report
  - d. Island Sheriffs' Patrol Report
6. Requests for Approval
  - Radar Gun for the Island Sheriff's Patrol
  - Sponsorship of Holiday Festival of Lights
  - Additional Striping/Signage Charges for Harbor Woods Traffic Calming
  - Tallwood Drainage Improvement Project
7. Committee Reports
  - Land Use Committee
  - Environment and Beautification Committee
  - Children's Commission
  - Public Safety Committee
  - History Commission
  - Rethink Folly Road Committee Report
  - Drainage Committee  
Appointment of Chairperson
8. Proclamations and Resolutions
  - Proclamation to Recognize Caleb Avery Smith
  - Proclamation to dedicate the Frances Simmons Council Chamber
  - Proclamation for Breast Cancer Awareness Month
  - Resolution 2018-10: Town of James Island Local Match for MASC Hometown Economic Development Grant

9. Ordinances up for Second/Final Reading:

- **Ordinance #2018-06:** Loitering and Sleeping in Public Places
- **Ordinance #2018-10:** An Ordinance Recognizing Implicit Repeal of Ordinance #2012-08

10. Ordinances up for First Reading

- **Ordinance #2018-11:** Proposed Change to Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR), including adding additional requirements/conditions for parking lots in CN, OG, and OR Zoning Districts, Section 153.157
- **Ordinance #2018-12:** An Ordinance to Amend Chapter 151: Town Regulations Concerning Flood Damage Prevention

11. New Business

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

13. Return to Regular Session:

14. Adjournment:

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. in Council Chambers, 1122 Dills Bluff Road, James Island, SC on Thursday, August 16, 2018. The following members of Council were present: Leonard Blank, Mayor Pro-Tem, Garrett Milliken, Joshua P. Stokes, Darren “Troy” Mullinax, and Mayor Bill Woolsey, presided. Also, Ashley Kellahan, Town Administrator, Bonum S. Wilson, Town Attorney, Merrell Roe, Finance Director, Mark Johnson, Public Works Director, Sergeant Shawn James, Island Sheriff’s Patrol, and Frances Simmons, Town Clerk. A quorum was present to conduct business.

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

Public Comments: The following persons addressed Council:

Commissioner Kay Kernodle, James Island PSD: Commissioner Kernodle distributed information to Council pertaining to the Town adjusting boundary for Fire Station #1 and read a portion of it.

Mary Cooper, 912 Bradford Ave: asked what is being done about the property (across from the Fire Station on Camp@ Bradford) zoned commercial but is used as a residential rehab center. She asked what is being done about an Air B&B at 917 Bradford Ave. and expressed concern about the number of people that come and go there. This has been brought to the Town’s attention several times.

Jack Cooper, 912 Bradford Ave: expressed concern about a tree on the left at Camp and Bradford that is blocking the visibility of oncoming traffic. He suggested a mirror at the intersection similar to that at Fire Station #1 so people can see both ways. He asked the Town to help because there have been many near accidents there.

Geraldine Flood, 1780 N. Mayflower Dr., complimented the work done at the Camp @ Folly intersection; however, the traffic light changes too quickly for those crossing the street.

Consent Agenda:

- a. Minutes: July 12, 2018 Regular Town Council Meeting: Motion to approve the Consent Agenda was made by Councilman Stokes, seconded by Councilman Mullinax. Passed unanimously.

Information Reports:

- a. Finance Report: Presented by Merrell Roe, Finance Director, and accepted as information. Ms. Roe added that the auditor has started work on the 2017-2018 Annual Audit.
- b. Administrators’ Report: Presented by Ashley Kellahan, Town Administrator, and accepted as information. Mrs. Kellahan added that punch list items in the Town Hall is being worked on, as well as issues with the acoustics in Council Chambers. The Dedication of the New Town Hall will be held on Thursday, August 30 at 10:00 a.m. The public open house will be held that afternoon at 6:00 p.m.
- c. Public Works: Presented by Mark Johnson, Public Works Director and accepted as information. Mr. Johnson answered questions from Council.
- d. Island Sheriffs’ Patrol Report: Sergeant James presented the Island Sheriffs’ Patrol Report and the July monthly crime statistics. He added that July’s budget increased due to the hiring of additional deputies. He complimented the Women of God, Taking Back Our Streets march, and the Annual National Night Out as successful events.

Requests for Approval:

Establish Drainage Committee: Motion in favor was made by Councilman Mullinax and seconded by Mayor Woolsey. Councilman Mullinax announced that the Drainage Committee would be a Special

Standing Committee to deal exclusively with flooding and drainage issues on properties in the Town. The Committee would consist of the full Town Council with the Mayor serving as Chair, County Council members, City Council members, and State Representatives whose districts coincide with Town boundaries and would have full voting rights. In addition, the Town Public Works Director and his counterparts with the County and City will serve. The Committee would meet during periods of long rain events, hurricanes, or when the Chairman deems necessary. Councilman Mullinax said he felt a Committee was needed to deal exclusively with those issues. He noted that the Intergovernmental Council would also work with this Committee however; they work on other matters as well. There was no discussion and the motion passed unanimously. Mayor Woolsey said the Drainage Committee would be placed on the September meeting for the selection of a chairperson.

Committee Report:

Land Use Committee: Councilman Blank reported that Ordinance #2018-08 that is before Council tonight requires a Special Exception for parking lots in Office Residential areas. He said the Planning Commission voted unanimously to amend this so that no ingress or egress from these parking lots are allowed into residential neighborhoods. If this Ordinance pass tonight, it will come before Town Council next month for amendment.

Board of Zoning Appeals (BZA) and Planning Commission Appointments:

BZA

Councilman Blank moved to nominate Sim Parrish for a 4-year reappointment; Councilman Stokes seconded. Reappointment passed unanimously.

Councilman Milliken moved to nominate Roy Smith for a 4-year reappointment; Councilman Blank seconded. Reappointment passed unanimously.

Planning Commission

Councilman Stokes moved to nominate Ed Steers for a 4-year reappointment; Councilman Blank seconded. Reappointment passed unanimously.

Mayor Woolsey asked to postpone consideration of the nomination and reappointment of Zennie Quinn and Council agreed without objection.

Environment and Beautification Committee: Councilman Milliken announced the members of James Island Pride: Henrietta Martin, Chair, Deann Grayson, Vice Chair and Adopt-a-Highway liaison, Amy Ball, Secretary, and Mary Beth Berry, Chair of Helping Hands. Helping Hands is an organization that helps people that do not have the ability to care for their yards. Councilman Milliken asked if groups would like to volunteer, they should contact Town Hall. He thanked Boy Scout Troop 46 who volunteered in July, Fort Johnson Baptist Church for August, HOSA (James Island Charter High School), for September, and First Baptist Church in October. Next Litter pickup is September 8. Meet at the Town Hall at 9:00 a.m. Lunch provided.

Children Commission: No report.

Public Safety Committee: Councilman Mullinax thanked staff for putting on a successful National Night Out and Sergeant James for his hard work. Neighborhood Council will meet on Thursday, August 23 at 7:00 p.m.

History Commission: Mayor Woolsey announced that the History Commission met in July and reviewed the first draft of the History pamphlet. Information will be presented to Council later.

Rethink Folly Road Steering Committee: Mayor Woolsey announced that the July meeting was postponed to September 26 and they will receive a report from Charleston County Transportation (CTC) and the consultant about options for the bike/pedestrian facility on Folly Road.

Proclamations and Resolutions

Town Hall Dedication Proclamation: Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken and passed unanimously.

Resolution #2018-08: Island Sheriffs' Patrol Officer of the Second Quarter: Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax and passed unanimously. Mayor Woolsey recognized and congratulated Deputy Charles A. Sebban and read the resolution that attributed to his accomplishments. Sergeant James also recognized Deputy Sebban and referenced the significant work he is doing with DUI arrests.

Resolution #2018-09: Acceptance of Ownership and Maintenance of Canopy Cove Road and Drainage Easement into Public System: Motion in favor was made by Councilman Blank, seconded by Councilman Mullinax. Mrs. Kellahan said based on the project the Town did on the Tallwood drainage project; (the easement that runs between Tallwood and Canopy Cove), a part of the drainage treatment carried water into the Canopy Cove drainage pond. During discussions with the neighborhood, they expressed wanting to dedicate the road and drainage pond to the public. The Town would be accepting the ownership and maintenance of Canopy Cove Road and the drainage easement into the public system. Councilman Stokes said it is great to be able to get some drainage relief for the residents on the backside of Tallwood. Councilman Stokes said he is in favor of the project; but will abstain from vote because he lives on Canopy Cove and this would affect him directly. Councilman Milliken asked the cost for the upkeep of the road going forward. Mayor Woolsey answered when accepted into the public system it would be included on the CTC schedule and handled with CTC funds federal and state. Potholes would be the Town's responsibility. Councilman Milliken asked if the drainage on the road is gutter and culvert and Mayor Woolsey and Councilman Stokes answered responded to his question. Motion passed. Councilman Stokes abstained from vote.

Ordinances up for Second/Final Reading:

\*Ordinance #2018-06 mislabeled. Appears under Ordinances up for First Reading.

Ordinance #2018-07: Proposed Change to the Town of James Island Zoning and Land Development Regulations Ordinance, including a change adding "self-service storage/mini warehouses" as a prohibited use in the Commercial Core and South Village areas of the Folly Road Overlay Zoning District: Motion in favor was made by Councilman Blank, seconded by Councilman Stokes. No discussion. Passed unanimously.

Ordinance #2018-08: Proposed Change to the Town of James Island Zoning and Land Development Regulations Ordinance, adding a Special Exception requirement for parking lots in the Residential Office (OR) Zoning District: Motion in favor was made by Councilman Milliken, seconded by Councilman Blank. No discussion. Passed unanimously.

Ordinance #2018-09: An Ordinance to Amend the Town of James Island's Budget for Fiscal Year 2018-2019: Motion in favor was made by Councilman Blank, seconded by Councilman Stokes. No discussion. Passed unanimously.

Ordinances up for First Reading:

Ordinance #2018-06: Loitering and Sleeping in Public Places: Motion in favor was made by Councilman Blank, seconded by Councilman Stokes. Mayor Woolsey proposed an amendment that changes the original

language that was previously presented. He noted a copy of the amended ordinance was placed at Council's seat. Language added is underlined and language removed is stricken. Mayor Woolsey said these are the changes recommended by the Town Attorney. Added under Section C: The provisions of Section (C) are applicable to Sections (B) through (J) herein. Section D: Dwelling areas- in response to Councilman Milliken's concerns, the words in a clandestine manner is removed. Section F, the word park is removed. Section K is added: Streets, Sidewalks, and Rights of Way. No person shall loiter whereby passage over, on, or along a street, sidewalk, or right of way is obstructed in the manner by which a person so accused stands, loiters, or walks thereon.

Mayor Woolsey moved in favor of the amendment, Councilman Stokes seconded. There was no discussion and the Amendment passed unanimously. There was no further discussion on the Main Motion and it passed unanimously as amended.

Ordinance # 2018-10: An Ordinance Recognizing Implicit Repeal of Ordinance #2012-08: Mrs. Kellahan said this was recommended by the Town Attorney when he was reviewing some requests that our Building Official was moving forward on with condemning derelict strictures. She said when we amended our Building and Flood Ordinances in December 2016 it replaced our language and implicitly repealed our previous ordinance that referred to those Buildings and Flood Ordinances. Ordinance #2018-10 serves as clarification. Motion in favor was made by Councilman Blank, seconded by Councilman Stokes. There was no discussion. Motion passed unanimously.

Executive Session: Not needed.

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:40 p.m.

Respectfully submitted:

Frances Simmons  
Town Clerk

# Town of James Island

Complete 17%

## Monthly Budget Report

Fiscal Year 2018-2019

	1st Quarter		TOTAL	BUDGET
	July	August		
<b>GENERAL FUND REVENUE</b>				
Accommodations Tax			-	10,000
Brokers & Insurance Tax			-	545,000
Building Permit Fees			-	15,000
Business Licenses	1,677	12,248	13,925	375,000
Contributions/Donations-Park				
Franchise Fees	157,858		157,858	390,000
Interest Income			-	
Alcohol Licenses -LOP			-	10,000
Local Assessment Fees			-	2,800
Local Option Sales Tax (rev)			-	375,000
Miscellaneous		110	110	1,000
Planning & Zoning Fees	1,848	628	2,476	12,500
State Aid to Subdivisions			-	263,946
Telecommunications			-	30,000
Transfer In from Property Tax Credit Fund			0	250,930
		12,985	174,369	2,281,176
				8%

## ADMINISTRATION

Salaries	19,997	30,184	50,182	267,930
Fringe Benefits	7,048	10,826	17,874	89,000
Copier	315	319	634	5,200
Supplies	479	1,591	2,070	12,000
Postage	596	1,600	2,195	6,000
Information Services	3,871	3,441	7,312	60,000
MASC Membership			-	5,500
Insurance		26,209	26,209	33,900
Legal Services		1,350	1,350	50,000
Town Codification			-	3,500
Advertising		608	608	5,000
Audit			-	14,000
Elections			-	
Mileage Reimbursement	27	27	54	800
Bonding			-	2,150
Employee Training / Screening		77	77	850
Dues and Subscriptions			-	1,500
Training & Travel	179	24	203	3,000
Employee Appreciation	50	51	101	500
Mobile Devices	152	110	261	2,300
Bank Charges	130	168	298	2,000
		<b>76,587</b>	<b>109,429</b>	<b>565,130</b>
				<b>19%</b>



### ELECTED OFFICIALS

Salaries	3,769	5,654	9,423	50,000
Fringe Benefits	2,313	3,470	5,783	32,000
Mayor Expense	60		60	2,000
Council Expense	60		60	4,000
Mobile Devices	209		209	2,100
		<b>9,123</b>	<b>15,534</b>	<b>90,100</b>
				17%

### GENERAL OPERATIONS

Salaries	22,195	37,854	60,049	341,100
Fringe Benefits	7,773	12,750	20,523	117,150
		<b>50,604</b>	<b>80,572</b>	<b>458,250</b>
				18%

### PLANNING

Supplies		348	348	600
Advertising			-	1,500
Mileage Reimbursement			-	200
Dues and Subscriptions			-	325
Training & Travel	70	110	180	1,800
Mobile Devices	(64)	55	(9)	660
Uniform / PPE			-	500
Planning Commission		200	200	4,000
Board of Zoning Appeals	200		200	4,000
		<b>713</b>	<b>920</b>	<b>13,585</b>
				7%

## BUILDING INSPECTION

Mileage Reimbursement			-	500
Mobile Devices	55	55	110	660
Supplies			-	500
Equipment / Software			-	500
Uniform / PPE			-	250
Dues & Subscriptions			-	800
Travel & Training			-	1,500
		<b>55</b>	<b>110</b>	<b>4,710</b>
				2%

## PUBLIC WORKS

Mileage Reimbursement			-	150
Training & Travel		524	524	1,925
Projects		7,306	7,306	200,000
Mobile Devices	91	110	201	1,320
Traffic Control Devices			-	30,000
Uniform / PPE			-	600
Supplies	1,459	490	1,949	2,000
Emergency Management			-	15,000
Dues and Subscriptions				425
Groundskeeping	115	8,287	8,402	40,000
		<b>16,717</b>	<b>18,382</b>	<b>291,420</b>
				6%

## CODES & SAFETY

Mileage Reimbursement			-	100
Equipment		853	853	250
Radio Contract		684	684	1,400
Training			-	1,000
Supplies			-	250
Uniform / PPE			-	250
Other Security	3,048	50	3,098	
Sheriff's Office Contract	8,678	22,875	31,553	244,000
Deputy Fringes	2,391	6,297	8,688	62,500
Unsafe Buildings Demolition			-	20,000
Overgrown Lot Clearing			-	1,500
Animal Control				500
Crime Watch Materials			-	250
Membership/Dues				250
		<b>30,759</b>	<b>44,876</b>	<b>332,250</b>
				14%

## PARKS & RECREATION

JIRC Contribution			-	7,500
Parks		10,995	10,995	15,000
Special Events	38	1,813	1,850	15,000
Youth Sports Program			-	13,250
		<b>12,807</b>	<b>12,845</b>	<b>50,750</b>
				25%

## FACILITIES & EQUIPMENT

Utilities	1,170	1,527	2,697	20,000
Rent	7,226	7,226	14,452	-
Security Monitoring			-	1,000
Janitorial	440	625	1,065	7,500
Equipment / Furniture	296	1,681	1,977	7,500
Facilities Maintenance	7	148	155	1,000
Vehicle Maintenance Expense	252	335	587	6,000
Generator Maintenance	1,988		1,988	500
Street Lights	10,367	11,305	21,672	135,937
	<b>21,746</b>	<b>22,846</b>	<b>44,593</b>	<b>179,437</b>
				25%

## COMMUNITY SERVICES

Repair Care Program	-	-	-	30,000
Teen Cert Program				500
Business Development Council				500
History Commission				4,240
Neighborhood Council	293	475	768	1,500
James Island Arts	3,200			3,500
Children's Commission				1,500
Community Service Contributions	-		-	20,000
			<b>768</b>	<b>61,740</b>
				1%

## CAPITAL PROJECTS

Quail Drive Sidewalk		\$	-	\$	64,260
Camp Rd Sidewalk, Phase III (Folly to Riverland)			-		
Dills Bluff Sidewalk, Design through Phase III					23,875
Lighthouse Point Blvd Sidewalk and Drainage Phase I			-		110,000
Green Hill/ Honey Hill Drainage			-		115,000
Tallwood Drainage	525		525		61,800
Oceanview-Stonepost Drainage			-		45,600
Rembert Road Paving			-		45,000
Regatta Road Sidewalk					5,000
Seaside Lane Sidewalk Design	204,128		204,128		210,000
Quail Run Drainage Improvements					90,469
Island-Wide Drainage Study					12,500
Pinckney Park Phase I-IV	120		120		344,025
			204,128		1,127,529
<b>Transfer In from Hospitality Tax</b>					
Transfer In from General Fund			-		692,160
					0%

## LOCAL OPTION SALES TAX ROLLBACK FUND

LOST Rollback			-		975,000
LOST Rollback - Interest Income			-		3,000
			-		978,000

## LEASE PURCHASE REVENUE BOND - TOWN HALL

Lease Purchase Bond Revenue			-		975,000
			-		-
Town Hall Expenses	413,377	325,221	-		738,597

## HOSPITALITY TAX

Hospitality Tax Revenue			-		500,000
The Town Market	11,650		11,650		27,900
Guide to Historic James Island			-		25,000
Economic Development			-		30,000
Santee Street Public Parking Lot	12,600		12,600		40,800
Folly Road Beautification			-		25,000
Camp/Folly Civic Space			-		228,442
Camp/folly Landscaping					40,000
Camp/Folly Bus Shelter					39,850
Lighting Camp/Dills Bluff					83,504
Rethink Folly Phase I-III, Staff Cost-Sharing					20,000
Pinckney Park Pavillion			-		114,675
Total Hospitality Expense			(24,250)		

### TREE MITIGATION FUND

Tree Mitigation revenue		1,907	7,000
Tree Mitigation expense		-	7,000
	-	-	1,907

### JAMES ISLAND PRIDE

James Island Pride revenue/donations		500	-
Jsmes Island Pride expense	-	-	3,500
			-
Helping Hands Donations		1,243	
Helping Hands Expense	91		-

# ADMINISTRATOR'S REPORT

Aug-18

## ADMIN NOTES

- a. New Bus Shelter has been installed at Camp/Folly
- b. Anne Peterson who is assisting the Town with bringing stakeholders together for former Harbor Master's House property has had meetings with both MUSC and DNR to help move the initiative forward
- c. Staff currently updating Annual Dept Report and that should be ready to present to Council at Oct mtg
- d. Community Assistance Grants now advertised with deadline for applying Oct 1. Awards made at Oct Mtg
- e. Habitat New Homeowner mtg was held here at Town Hall and also a new repair is underway on Seaside Lane
- f. Town met with representatives from the EdVenture Children's Museum in Cola to discuss potential satellite location on James Island
- g. Emergency Mang. training delayed a week - will be revising the hurricane plan as well as MEOC positions

**TOTAL Business Licenses 32**

\*13 of those processed at Town hall

## Code Enforcement Cases

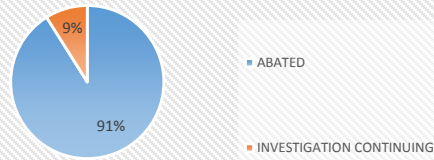
<b>TOTAL CASES</b>	<b>403</b>
<b>ABATED</b>	<b>367</b>
<b>INVESTIGATION CONTINUING</b>	<b>36</b>
RANK VEGETATION / SOLID WASTE	107
INOPERABLE VEHICLE	70
TREE CASES	34
NUISANCE PROPERTY	34

\* 11 new cases opened in August

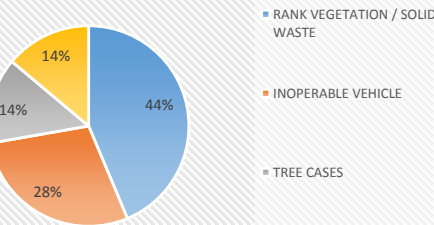
## Building Permits

<b>BUILDING PERMITS ISSUED</b>	<b>91</b>
Building	26
Electrical	16
Plumbing	9
Mechanical	7
Gas	8
Pool	
Roofing	2
Fire System	11
Sign	
Trades	12
Previous Month	140

## Code Enforcement - Case Status



## Code Enforcement - Case Type

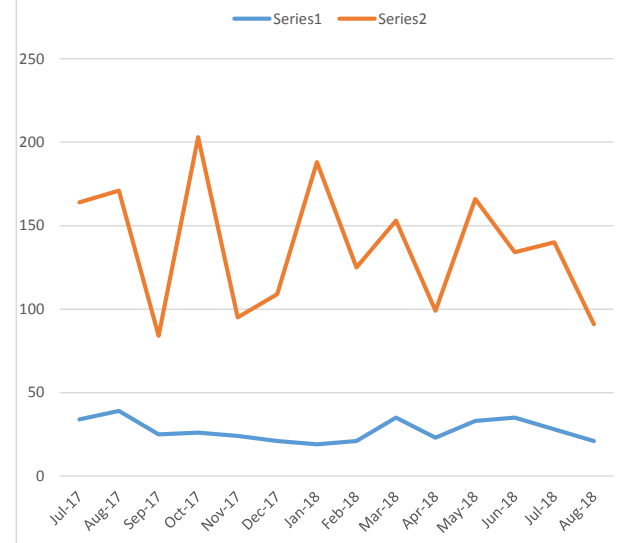


PERMIT TYPE	Aug-18
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	4
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	8
REZONING	
SPR	
SIGN PERMIT	2
SITE PLAN REVIEW	
SPECIAL EVENT	1
SPECIAL EXCEPTION	
TEMPORARY ZONING	
TREE REMOVAL	3
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	3
<b>TOTAL</b>	<b>21</b>

## PUBLIC WORKS NOTES

- 1) 38 new requests for service in August, 20 were drainage related and Town Staff have responded to these requests.
- 2) Fort Johnson at Lighthouse Blvd.: Town Staff and Charleston County Transportation Development met with New Beginnings Church Staff to discuss this project.
- 3) Stonepost Drainage: Easement acquisition complete at Stonepost and Sea Aire and continuing for Honey Hill / Greenhill Drainage Basin.
- 4) The Seaside Lane Sidewalk project continued by Truluck Construction.
- 5) Town Staff along with staff and officials from Charleston County Public Works, James Island Public Service District, City of Charleston Public Services and SCDOT toured the Wambaw drainage basin with residents to see conditions and discuss options for improvements. A tour and discussion was also held at the Oakcrest drainage basin.
- 6) The James Island Creek TMDL stakeholders did not meet in August. The group is waiting for DHEC to issue their draft TMDL in July for our review and comments.
- 7) The James Island Comprehensive Drainage Plan group met to discuss the Memorandum of Understanding for the proposal by Thomas and Hutton on the drainage mapping for James Island and drainage study for Oakcrest.
- 8) Filled 4 potholes on Town streets using 15 bags of filler material by Town Public Works staff.
- 9) Town Staff replaced 2 STOP signs that were damaged/faded or otherwise illegible.

## PERMITS - 13 MONTH HISTORY





applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: | Diane Satoren  
972-801-4843

QUOTE  
# 2020618

Page 1 of 1  
Date: 08/15/18

Reg Sales Mgr: | Patrick Popok  
804-316-1465

Effective From : 08/15/2018

Valid Through: 11/13/2018

Lead Time: 60 working days

<b>Bill To:</b> Charleston County Sheriffs Office 3505 Pinehaven Drive Charleston Heights, SC 29405-7733	<b>Customer ID:</b> 012038  Accounts Payable	<b>Ship To:</b> Charleston County Sheriffs Office 4367A Headquarters Rd Apt A North Charleston, SC 29405-7402	<b>UPS Ground</b>  S. James
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Grp	Qty	Package	Description	Wmty/Mo	Price	Ext Price
1	1	808-6125-00	LIDAR-RLR-C - w/BT, DL & FTC, 2 Batteries, Dual Ba	24	\$2,614.46	\$2,614.46
<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>		<b>Price</b>	<b>Ext Price</b>
1	1	200-1058-03	Lidar RLR-C w/Bluetooth, Data Logging & FTC			\$0.00
2	2	200-1053-01	Lidar RLR Battery			\$0.00
3	1	200-1092-00	Lidar RLR Dual Bay Battery Charger			\$0.00
4	1	035-0211-00	Soft Storage Bag			\$0.00
5	1	011-0002-00	Lidar Certificate of Accuracy			\$0.00
6	1	011-0231-00	Lidar RLR Quick Start Guide			\$0.00
7	1	011-0215-00	Lidar RLR Operators Manual			\$0.00
8	1	035-0389-00	Lidar RLR Shipping Box w/Foam			\$0.00
9	1	080-1000-24	24-Month Warranty			\$0.00
<b>Group Total</b>						<b>\$2,614.46</b>

Product	\$2,614.46	Sub-Total:	\$2,614.46
Discount	\$0.00	Sales Tax 9%	\$235.30
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total: USD</b>	<b>\$2,849.76</b>

State Contract # 4400015622  
No Charge Delivery

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

### **Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions**

- (1) **Purpose.** The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "Products") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "we," "us," "our," etc.) and purchased by the purchaser ("you," "your," etc.).
- (2) **Price and Product Changes; Errors.** Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) **Cancellation.** Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) **Delivery.** Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (b) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) **Returns.** We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: [csd@e-concepts.com](mailto:csd@e-concepts.com). We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) **Payment.** You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) **Proprietary Information.** We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) **Warranty.** We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoices. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. *Any attempt to repair a Product on your own will void this warranty.*

- (9) **Limitations of Liability.** WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) **Miscellaneous**
  - a) **Force Majeure.** We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
  - b) **Assignment.** You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
  - c) **Jurisdiction.** Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
  - d) **Severability.** In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.





# HOLIDAY FESTIVAL OF LIGHTS SPONSORSHIP CONTRACT

## SPONSOR CONTACT INFORMATION

- Company: Town of James Island
- Contact: Ashley Kellehan
- Email: akellehan@jamesislandsc.us
- Address: PO Box 12240
- City/State/Zip: James Island, SC 29412
- Phone: 843.795.4141

## SPONSOR BENEFITS

- Sponsorship of Egret for the 2018 & 2019 festivals
- 20 courtesy passes per year
- Company name listed on gate piece
- Company name listed on webpage

## DISPLAY SIGN

Please confirm Company Name as you want it to appear on sign. You can use up to two lines.

**Town of James Island**

## PAYMENT TERMS

The total value for sponsorship of the **2018 & 2019** Holiday Festival of Lights is **\$2,000 per year** and should be paid to Charleston County Parks within 30 days of the date listed on invoice. An invoice will be emailed from the Park & Program Services. Payment is due within 30 days listed on invoice.

## ACCEPTED BY

Your signature affirms that you have read and understand the terms and conditions listed on below.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
GINA ELLIS-STROTHER, DIRECTOR OF MARKETING, CCPRC

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## RETURN AGREEMENT (PLEASE MAIL OR EMAIL)

**CHARLESTON COUNTY PARK & RECREATION COMMISSION**

**ATTN: BETH KEMPTON**

**861 RIVERLAND DRIVE • CHARLESTON, SC 29412**

**[BKEMPTON@CCPRC.COM](mailto:BKEMPTON@CCPRC.COM) • 843.762.8042**

**This agreement is subject to the following terms and conditions:**

Charleston County Park & Recreation Commission (CCPRC) excludes companies whose business is substantially derived from the sales of tobacco, firearms, or adult-oriented themes.

1. The size of the display sign, subject to alteration by CCPRC in its reasonable discretion, shall be based on site requirements and shall have appropriate lighting directed toward it for easy viewing. For "themed" display groups with linear style signage, the display plaque will measure approximately 32" X 9.5".
2. The Sponsor shall also be acknowledged in a Gate Piece, prepared by CCPRC, which is provided to each vehicle admitted to the Holiday Festival of Lights.
3. **Term.** Each Sponsor shall, as noted above, select its display on a first-come, first-served basis. Unless otherwise agreed between the parties hereto, the term of the Sponsor's commitment shall be two (2) years. The Sponsor shall not be entitled to any portion of the gate admission proceeds or any other fees or proceeds generated directly or indirectly by the Holiday Festival of Lights or CCPRC.
4. **Timing.** It is presently estimated that the timing of the Holiday Festival of Lights shall commence on or about the end of the second week in November and end on the first day of January, the exact dates to be determined in CCPRC's reasonable discretion, so long as the Festival runs approximately for the length of term just noted.
5. **Nature of Agreement.** It is understood and agreed that this is not and shall not be construed as a Lease or a License, nor as the granting to Sponsor of any interest in real or personal property. Nor shall the parties be deemed in any sense to be joint ventures or partners. Instead, this is an Agreement to provide advertising space upon the terms and conditions stated herein during the Holiday Festival of Lights.
6. **Responsibilities of CCPRC.** It is understood and agreed that in addition to the general operations of the Holiday Festival of Lights, CCPRC shall be responsible specifically for, among other things, administering the entire Program, installing and operating the light displays, Sponsor signage, Park directional signage, and other related materials useful or convenient to the smooth operation of the Holiday Festival of Lights.
7. **Ownership and Placement of Displays.** Notwithstanding any other provision of this Agreement, it is understood and agreed that CCPRC shall at all times have and enjoy all ownership, copyright and other rights of possession, title and control of the displays, with the understanding that CCPRC shall use its best efforts to maintain the displays in a good and workmanlike manner during the festival so as to show to best advantage the display selected by the Sponsor. In an effort to stimulate the event each year, CCPRC reserves the right to reposition displays from time to time. Sponsors will be notified of any new display location. CCPRC also reserves the right to periodically retire a limited number of displays. Sponsors will be notified at the close of the contractual period as to whether their individual display is to be retired. New designs will be offered.
8. **Insurance.** CCPRC shall further be responsible, at its sole cost and expense, for obtaining and maintaining in force throughout the term of the Agreement, any liability insurance deemed appropriate by CCPRC as well as fire and hazard insurance pertaining to the erection, construction, and operations of the displays.
9. **No Assignment.** This Agreement may not be assigned in whole or in part without the prior written agreement of CCPRC.
10. **Governing Laws.** This Agreement shall be governed exclusively by the Laws of the State of South Carolina.
11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument.
12. **Renewal terms.** Upon full payment for the entire commitment, the Sponsor shall have the right to renew.

Tars & Stripes  
P.O.Box 62559  
N.Charleston, S.C. 29419  
Fax: (843) 824-6968

INVOICE  
#02300

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Ashley Kellahan

Harbor Woods

9/5/2018

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BASE PRICE : ALLSTRIPING AT:  
REGATTA/RAVENSWOOD, REGATTA/STILLWATER,  
REGATTA/ANCHOR, REGATTA/NABORS  
TOTAL FOR BASE PRICE=\$10,655.00

ALTERNATIVE PRICE: ALLSTRIPING AND NEW SIGNS AT:  
STILLWATER RD/STILLWATER CT, RAVENSWOOD/FOXCROFT,  
BIRCHDALE/FOXCROFT  
TOTAL FOR ALTERNATIVE=\$11,220.00

ADDENDUMS: ALL STRIPING & NEW SIGNS AT  
STILLWATER/FOXCROFT  
TOTAL FOR ADDENDUM=\$4390.00

REMOVE /REINSTALL STRIPING AT REGATTA/ANCHOR  
TOTAL FOR REMOVAL/REINSTALL=\$1000.00

REPLACE SIGNS AND /OR POLES AS REQUESTED BY TOWN  
OF JAMES ISLAND  
TOTAL TO REPLACE ADDITIONAL SIGNS/POLES=\$2650.00

GRAND TOTAL FOR JOB=\$29,915.00

We propose here to furnish material and labor complete in accordance with the above specifications, for the sum of:

*Twenty nine thousand nine hundred and fifteen and 00/100*  
Payment to be made as follows: within 30 Billing Days

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*Jan J. [Signature]*  
9/5/2018

PROCLAMATION



WHEREAS, the Town of James Island wishes to recognize CALEB AVERY SMITH;

WHEREAS, CALEB AVERY SMITH was born and raised in Charleston, South Carolina to his parents, Mr. Kevin L. and Mrs. L. Nichole Smith, and is the grandson of Magdalene (Mag) Williams. He attended Charleston County Public Schools, graduating from the Charleston County School of the Arts (CCSOA) in May 2018; and

WHEREAS, as a student at CCSOA, CALEB AVERY SMITH held numerous leadership roles, including President of the Charleston Youth Summit Planning Committee, staff journalist with Applause, the school's newspaper, member of the *Fighting Gnomes* improvisational group, and President and member of the Jefferson Service Club, among many others; and

WHEREAS, CALEB AVERY SMITH was also the chair member of the City of Charleston's Youth Commission, representing his classmates and Charleston County students as a meaningful voice in developing solutions to issues and problems that affect young people today; and

WHEREAS, CALEB AVERY SMITH has served his community and received awards as a songwriter, performer, and student journalist, including a military commendation from the State of South Carolina and South Carolina National Guard; and

WHEREAS, on June 29, 2018, CALEB AVERY SMITH won the Optimist International Oratorical Championship Award in St. Louis, topping a field of 54 regional competition winners representing eight countries. Sponsored by the West Ashley Optimist Club, his speech on the question, "Where are my roots of optimism?" emphasized that optimism allows people to accomplish great things and shattered negative stereotypes the media and entertainment industry often use to portray minorities; and

NOW THEREFORE, I Bill Woolsey, Mayor of the Town of James Island, extend special thanks and appreciation to CALEB AVERY SMITH for his contributions, service and leadership in the Charleston community and the State of South Carolina, and congratulate him on winning the Optimist International Oratorical World Championship Award.

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of the Town of James Island to be affixed this 20<sup>th</sup> day of September, 2018

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

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

ATTEST

## PROCLAMATION



- WHEREAS, the Town of James Island wishes to recognize the dedication of the FRANCES SIMMONS COUNCIL CHAMBERS;
- WHEREAS, FRANCES SIMMONS was born and raised in Charleston, South Carolina and educated and graduated from Charleston County Schools and Palmer/Technical College with a degree in Secretarial Science; and
- WHEREAS, FRANCES SIMMONS is a leader in the community, both in James Island where she works and West Ashley where she resides and is active at First Assembly of God where she teaches Sunday School and other inspirational classes; and
- WHEREAS, FRANCES SIMMONS first came to work for the Town of James Island in August of 2002 during its second incorporation where she worked as a receptionist and was promoted to Administrative Assistant within her first six months and entrusted with many added responsibilities; and
- WHEREAS, FRANCES SIMMONS was appointed as Town Clerk in 2006 during its third incorporation and then reappointed Town Clerk in 2012 when the Town was incorporated for the fourth and final time and currently has many tasks including Clerk to Council, Clerk to the Planning Commission, Clerk to the Board of Zoning Appeals, the Human Resources/Benefits Coordinator and Supervisor to the Administrative Staff; and
- WHEREAS, FRANCES SIMMONS has been an exemplary employee with the Town of James Island for many years and guided the Town throughout its reincorporation efforts, the success of which has certainly been made possible in part to her dedication, hard work, knowledge and skills; and
- WHEREAS, FRANCES SIMMONS continues to be a key representative for the Town of James Island with her unwavering support and service to the Town as well as through her guidance and the positive influence she displays to the entire Town staff and James Island community.

NOW THEREFORE, I Bill Woolsey, Mayor of the Town of James Island, dedicate the FRANCES SIMMONS COUNCIL CHAMBERS in honor of FRANCES SIMMONS and extend special thanks and appreciation to FRANCES SIMMONS for her immeasurable contributions, service and leadership to the Town of James Island, and congratulate her on this recognition that will endure for generations to come.

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of the Town of James Island to be affixed this 20<sup>th</sup> day of September, 2018

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Bill Woolsey, Mayor

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Leonard Blank, Mayor Pro-tem

Town of James Island  
A Proclamation to Observe Breast Cancer Awareness Month  
October 2018

WHEREAS, October 2018 marks 33 years that National Breast Cancer Awareness Month has educated women about early breast cancer detection; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer; and

WHEREAS, breast cancer is the most common cancer among American woman; and

WHEREAS, the American Cancer Society estimates that about 12.4% of American woman will develop breast cancer during their lifetimes; and

WHEREAS, approximately 231,840 new cases of invasive breast cancer will be diagnosed in women this year; and

WHEREAS, this year about 40,290 women will die from breast cancer; and

WHEREAS, breast cancer ranks second among cancer deaths in women after lung cancer; and

WHEREAS, approximately 2,350 new cases of invasive breast cancer will be diagnosed in men this year; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, including significant decreases in mortality; and

WHEREAS, the more than 2.8 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines and offering treatment to those who are affected.

NOW, THEREFORE, be it proclaimed that the Town Council of the Town of James Island, South Carolina does hereby recognize the month of October 2018 as Breast Cancer Awareness Month and ask all residents to join in this worthwhile cause, to celebrate successes and memorialize lost battles.

Enacted this the 20th day of October, 2018.

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

\_\_\_\_\_  
Leonard Blank, Mayor Pro Tem

\_\_\_\_\_  
Darren "Troy" Mullinax, Councilman

\_\_\_\_\_  
Garrett Milliken, Councilman

\_\_\_\_\_  
Joshua Stokes, Councilman

ATTEST

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

RESOLUTION 2018-10

RESOLUTION COMMITTING THE TOWN OF JAMES ISLAND TO PROVIDE A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT

**BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF JAMES ISLAND** here assembled on this 20th day of September, 2018, that the Town Council hereby commits to provide a local cash/in-kind match of at least \$3,750, which equals the minimum 15 percent local match required by the Municipal Association of South Carolina to support the Town of James Island's application for a \$ 25,000 application for a Hometown Economic Development Grant. These grant and local matching funds will be used for the **Pinckney Park Pavilion**. This resolution is made in regard to the submission of an application for Hometown Economic Development Grant funds to the Municipal Association of South Carolina on or before October 12, 2018.

Enacted this 20th day of September, 2018

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Bill Woolsey  
Mayor

ATTEST

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Frances Simmons  
Town Clerk

An Ordinance to Regulate Loitering and Sleeping in Public Places

**WHEREAS**, South Carolina Code of Laws 5-7-30 as amended gives municipalities the power to enact regulations respecting any subject which appears to it necessary and proper for the security, general welfare, and convenience of the municipality or for preserving health, peace, order, and good government in it:

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of James Island, SC:

A. It shall be unlawful to camp or sleep in any Town park, parking lot or other public property in any vehicle or trailer, or otherwise.

B. No person shall loiter or prowl in a place, at a time or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Among the circumstances which may be considered in determining whether such alarm is warranted is the fact that the actor takes flight upon appearance of a police officer, refuses to identify himself or manifestly endeavors to conceal himself or any object.

C. Unless flight by the actor or other circumstances makes it impracticable, a police officer, prior to any arrest for an offense under this division, shall afford the actor an opportunity to dispel any alarm, which would otherwise be warranted, by requesting him to identify himself and explain his presence and conduct. No person shall be convicted of violating this division if the Law Enforcement officer did not comply with this section or if it appears at trial that the explanation given was true and would have dispelled the alarm and disclosed the lawful purpose. The provisions of section (C) are applicable to sections (B) through (J) therein.

D. Dwelling areas. No person shall hide, wait or otherwise loiter in the vicinity of any private dwelling house, apartment building or any other place of residence with the unlawful intent to watch, gaze or look upon the occupants therein.

E. Public restrooms. No person shall loiter in or about any toilet open to the public for the purpose of engaging in or soliciting any lewd, lascivious, or any unlawful act.

F. Parks and public grounds. No person shall loiter in or about any school, or public place at or near which children or students attend or normally congregate. As used in this division, "loiter" means to delay, to linger or to idle in or about any said school, park or public place without a lawful purpose for being present.

G. Buildings. No person shall loiter or lodge in any building, structure or place, whether public or private, without the permission of the owner or person entitled to possession or in control thereof.

H. Restaurants, bars. No person shall loiter in or about a restaurant, tavern or other building open to the public. As used in this division, "loiter" means to, without just cause, remain in a restaurant, tavern or public building or to remain upon the property immediately adjacent thereto after being asked to leave by the owner or person entitled to possession or in control thereof.



I. Parking lots. No person shall loiter in or upon any public parking surface lot or public parking structure, either on foot or in or upon any conveyance being driven or parked thereon, without the permission of the owner or person entitled to possession or in control thereof. As used in this section:

(1) *PARKING LOT.* An open area providing off-street parking for the motor vehicles of residents, tourists, customers, or employees on a temporary, daily, or overnight basis.

J. Private or public residential property. No person shall loiter in or on private or public residential property in residential neighborhoods. As used in this division, "loiter" means to, without just cause, linger, remain in or on private or public residential property, or to remain upon the property immediately adjacent thereto after being asked to leave by the owner or person entitled to possession or in control thereof, or where "No Loitering" signs are posted.

K. Streets, Sidewalks, and Rights of Way. No person shall loiter whereby passage over, on, or along a street, sidewalk, or right of way is obstructed in the manner by which a person so accused stands, loiters, or walks thereon.

L. Penalty; continuing violations. Any person who is convicted of any violation of this section, the court before whom an offender shall be tried may sentence him to pay a fine not exceeding the maximum fine permitted by law or serve a term not exceeding 30 days in jail, or both. Each day any violation of this section shall continue shall constitute a separate offense.

M. Court order on jurisdictional limits. In addition to the penalty that may be imposed pursuant to division (L) above, any person who is arrested for and/or convicted of violating any provision of this section may be subject to an order of the court, which shall impose a jurisdictional limit on said person prohibiting his presence in a specific geographic area of the Town. Failure to comply with the court order shall constitute a violation of the court order and shall result in the following:

(1) In the case of a bond where jurisdictional limits have been imposed, the bond may be revoked and the person shall be incarcerated until trial; and/or

(2) In the case of a sentence where jurisdictional limits have been imposed, the suspended sentence may be revoked and the person shall be incarcerated until he has served the original sentence imposed by the court without any portion thereof suspended.

Adopted and Approved in meeting duly assembled this \_\_\_\_\_ day of September, 2018.

Town of James Island Council

By: \_\_\_\_\_  
Bill Woolsey, Mayor

ATTEST

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

First Reading: August 16, 2018  
Second Reading: September 20, 2018

ORDINANCE #2018-10

AN ORDINANCE RECOGNIZING IMPLICIT REPEAL OF ORDINANCE 2012-08

WHEREAS, the Town of James Island adopted Ordinance 2012-08 that adopted by reference Charleston County's Ordinance #1557: An Ordinance Amending Chapter 4 of the Code of Ordinances "Buildings and Building Regulations" and Ordinance #1526: An Ordinance Amending Chapter 9 of the Code of Ordinances, "Flood Damage Prevention and Protection"; and

WHEREAS, the Town of James Island subsequently adopted Ordinance 2016-14 which amended Ordinance 2012-08 and adopted by reference Charleston County Ordinance #1838 entitled Flood Damage Prevention and Protection, Ordinance #1839 entitled Buildings and Building Regulations, Chapter 8 of the Code of Ordinances entitled Fire Prevention and Protection and Ordinance #1840, Building Inspection Fees; and

WHEREAS, the Town of James Island desires to clarify that with adopting Ordinance 2016-14 it implicitly repealed language previously referenced in Ordinance 2012-08, now codified as Chapters 150 and 151 in Town of James Island Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Town of James Island hereby recognizes the implicit repeal of Ordinance 2012-08, now codified as Chapters 150 and 151 in the Town of James Island Code of Ordinances, that adopted by reference Charleston County's Ordinance #1557: An Ordinance Amending Chapter 4 of the Code of Ordinances "Buildings and Building Regulations" and Ordinance #1526: An Ordinance Amending Chapter 9 of the Code of Ordinances, "Flood Damage Prevention and Protection.

EFFECTIVE DATE: This Ordinance shall become effective upon its enactment by the Town Council for the Town of James Island.

FIRST READING: August 16, 2018

SECOND READING: September 20, 2018

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Bill Woolsey  
Mayor

ATTEST

---

Frances Simmons  
Town Clerk

**ORDINANCE 2018-11**

**AN ORDINANCE**

**AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: SECTION 153.157 PARKING LOTS (EXHIBIT A)**

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has recommended that the Town of James Island Council adopt the proposed text amendments of the ZLDR as set forth in Section 153.157 herein; and

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

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

- (1). The proposed amendments correct an error or inconsistency or meet the

challenge of a changing condition; and

- (B). The proposed amendments are consistent with the adopted Town of James Island Comprehensive Plan and goals as stated in Section 153.005; and
- (C). The proposed amendments are to further the public welfare in any other regard specified by Town Council.

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

#### SECTION I. FINDINGS INCORPORATED

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

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

The Town of James Island Zoning and Land Development Regulations Ordinance is hereby amended to include the text amendment of Section 153.157, is attached hereto as Exhibit "A", and made a part of this Ordinance by reference.

#### SECTION III. SEVERABILITY

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

#### SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 20<sup>th</sup> day of September 2018.

TOWN OF JAMES ISLAND COUNCIL

By: \_\_\_\_\_  
Bill Woolsey  
Mayor of the Town of James Island

ATTEST:

By: \_\_\_\_\_  
Frances Simmons  
Town Clerk of the Town of James Island

Public Hearing: September 20, 2018  
First Reading: September 20, 2018  
Second Reading: October 18, 2018

**EXHIBIT "A"**

§153.157 Parking Lots (adding additional requirements/conditions for parking lots  
in CN, OG and OR Zoning Districts

TABLE 6.1-1	ZONING DISTRICTS											Condition
	NRM25	AG 5	AGR	RSL	RSM	MHS	OR	OG	CN	CC	I	
Parking lots							S	A	A	A	A	§153.157

**§ 153.157 PARKING LOTS.**

In the Commercial Neighborhood (CN), ***General Office (OG) and Residential Office (OR)*** Zoning Districts, all parking lots shall have one canopy tree per six parking spaces. ~~and a maximum of 15 spaces in a row between trees.~~ ***There shall be no automobile ingress/egress onto residential streets from a parking lot in an OR Zoning District if the parking lot is serving a commercial use, unless no other reasonable alternative exists.***

(Ord. 2012-06, § 6.4.37, passed 10-18-2012; Ord. 2013-02, passed 4-18-2013)

\*All Changes are highlighted

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

\*Proposed redactions are indicated by ~~striketrough~~

AN ORDINANCE TO AMEND CHAPTER 151: TOWN REGULATIONS CONCERNING  
FLOOD DAMAGE PREVENTION

WHEREAS, the laws of the State of South Carolina requiring the enforcement of construction codes as promulgated by the South Carolina Building Codes Council, and;

WHEREAS, it is in the best interest of the citizens of the Town of James Island to provide the management of the flood hazard areas in the Town in order for the citizens to be able to receive federally subsidized flood insurance through the National Flood Insurance Program (NFIP) and to be eligible for federal funding in the event of a disaster, and;

WHEREAS, the Town of James is currently engaged in the NFIP's Community Rating System (CRS) Program in which the Town's local flood management ordinances and enforcement are assessed for effectiveness, and;

WHEREAS, through the review process the Flood Mitigation Program identified the following amendments that need to be made to the Town's Flood Damage and Protection Ordinance in order to meet the NFIP requirements;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Town of James Island hereby adopts the amendments to *Section 151.07 Basis for Establishing the Areas of Special Flood Hazard* and *Section 151.40 General Standards* of Chapter 151: Town Regulations Concerning Flood Damage Prevention as identified in **Exhibit A**.

EFFECTIVE DATE: This Ordinance shall become effective upon its enactment by the Town Council for the Town of James Island.

First Reading: September 20, 2018

Second Reading: October 18, 2018

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Bill Woolsey  
Mayor

ATTEST

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Frances Simmons  
Town Clerk



Exhibit A:

**§ 151.07 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.**

The national flood insurance county-wide risk map for the areas of the Charleston County Flood Insurance Study, copies of which are on file in the Offices of Building Services and Planning, is hereby adopted by reference and declared to be as fully a part of this chapter as if set forth herein. Letters of Map Change (LOMC) to these adopted maps authorized by the NFIP shall become effective immediately upon the date established by the NFIP.

**A. Lands to Which this Ordinance Applies - This ordinance shall apply to all areas of special flood hazard within the jurisdiction of The Town of James Island identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated November 17, 2004 with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.**

**Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Charleston County, with accompanying map and other data are adopted by reference and declared part of this ordinance.**

**§ 151.40 GENERAL STANDARDS.**

**I. Reasonably Safe from Flooding – Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.**

\*All changes are highlighted

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

\*Proposed redactions are indicated by ~~strikethrough~~