



Town of James Island, Regular Town Council Meeting  
October 18, 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. Presentations: Community Assistance Grant Requestors
3. Public Comment
4. Consent Agenda
  - a. Minutes: September 20, 2018 Regular Town Council Meeting
5. Information Reports
  - a. Finance Report
  - b. Administrator's Report
    - 2017-2018 Annual Report
  - c. Public Works Report
  - d. Island Sheriffs' Patrol Report
6. Requests for Approval
  - a. Tallwood Drainage Improvement Project
  - b. James Island Watershed Basin Delineation – IGA with Charleston County and City of Charleston
  - c. Jordan Street Traffic Calming
  - d. Acoustical Panels
  - e. Community Assistance Grant Requests
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
8. Proclamations and Resolutions
  - a. National Colonial Heritage Month
9. Ordinances up for Second/Final Reading:
  - a. Ordinance #2018-06: Loitering and Sleeping in Public Places

▣ 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

10. Ordinances up for First Reading

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, September 20, 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. Mayor Woolsey 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.

Mayor Woolsey announced that the meeting agenda was published late because of the evacuation of Hurricane Florence and according to Town Rules a motion is required to approve the agenda. Motion was made by Councilman Milliken, seconded by Councilman Stokes. No discussion. Passed unanimously.

Public Hearing: Ordinance #2018-11: Proposed Change to the 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.

Mayor Woolsey opened to Public Hearing and the following persons spoke:

Joe Walters, 928 West Oceanview stated that he wanted to make Council aware that the language does not distinguish emergency vehicles, i.e., firetrucks or law enforcement, and he would like to make sure that is considered. Mr. Walters distributed a copy of the location of fire hydrants at 1556 Kemper, 793 Folly Rd., and two at 792 Folly Rd. He said that he and his brother met with the Town and has a rezoning package but has held off submitting it until the language was finalized.

Reubin Wilson, 1610 Patterson, commented on the property owner’s claim that emergency vehicles cannot access the fire hydrants. They could easily add more on Folly Rd. rather than opening access into the Bayfront neighborhood.

Public Comments: None.

Consent Agenda:

- a. Minutes: August 16, 2018 Regular Town Council Meeting: Motion to approve the Consent Agenda was made by Councilman Stokes, seconded by Councilman Blank. Passed unanimously.

Information Reports:

- a. Finance Report: Finance Director, Merrell Roe reviewed highlights from the Finance Report and it was accepted as information.
- b. Administrator Report: Town Administrator, Ashley Kellahan reviewed the Administrator’s report adding that a ribbon cutting will be planned for the Bus Shelter at Camp/Folly. She also responded to Councilman Milliken’s question regarding the Harbor Master’s House property as it pertains to storage. Report accepted as information.
- c. Public Works: Public Works Director, Mark Johnson presented the Public Works Report and it was accepted as information.
- d. Island Sheriff’s Patrol: Sergeant James gave an update on the homicide in Greenhill. He said this was a tragic situation but expressed appreciation for how the community came together to help law enforcement make an arrest. The Crime Statistics and Island Sheriff’s Patrol reports were presented and accepted as information.

Requests for Approval:

Radar Gun for Island Sheriff's Patrol: Sergeant James presented a request to approve a radar gun (Stalker Radar Applied Concepts, Inc) for the Island Sheriff's Patrol. He said one of the things the Island Sheriff's Patrol does is combat speeding points in the Town. He noted that 70% of the deputies are in marked patrol cars. He used an example of being stationed at Pauline or Schooner with a radar and not be seen. The Stalker Radar is cordless and it would allow a deputy to park in someone's yard, walk towards the roadway, and detect speed. Sergeant James said he believes this is something the Town and citizens would benefit from. Councilman Blank asked how would the radar gun be assigned and Sergeant James said it would be stationed at the Town Hall and signed out. The cost is \$2,849. Motion to approve was made by Councilman Blank, seconded by Councilman Stokes and passed unanimously.

Sponsorship of Holiday Festival of Lights: Mrs. Kellahan announced that the coordinator for the Festival of Lights contacted the Town to see if we were interested in sponsoring the Egret for the 2018 and 2019 Holiday Festival of Lights. Mrs. Kellahan said she thought this would be good use of the hospitality tax funds because the festival brings many visitors to the island. The cost is \$2,000 per year for a two-year commitment. The Town's name will be on the egret. Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax and passed unanimously.

Additional Striping/Signage Charges for Harbor Woods Traffic Calming: Mrs. Kellahan reminded Council that they had previously approved the base price for striping at \$10,655. She explained when this was presented to Council several meetings ago, the \$11,220 for the alternate pricing was also included; however, she was under the impression that was covered by Asphalt Concept. Mrs. Kellahan clarified that both charges are being paid to Tars & Stripes. She noted there were additional costs throughout the project for items such as striping, new signs, and replacement of signs and poles. She said the total of \$30,000 in addition to the \$41,000 paid to Asphalt Concepts is around \$70,000, compared to an estimate from Johnson, Laschober Associates for between \$65- \$75,000. Motion in favor was made by Councilman Stokes, seconded by Councilman Blank. Councilman Stokes asked if only the portions under the addendum were being approved, to which Mrs. Kellahan said the alternate and the addendum pricing is for approval. Motion passed unanimously.

Tallwood Drainage Improvements Project: Mrs. Kellahan informed Council that the estimate for this project was not received in time for this meeting. Item was postponed without objection to the October meeting.

Committee Report:

Land Use Committee: Councilman Blank announced that the Board of Zoning Appeals would hear an application for a Gasoline Service Station at Camp @ Dills Bluff, Tuesday, September 25 at 7:00 p.m. The applicant is requesting to remove a grand tree and to encroach into the setbacks. Councilman Blank asked those who are interested or want to express their concerns to attend the meeting.

Environment and Beautification Committee: Councilman Milliken gave an update on the Adopt-a-Highway litter pickup on Sat. September 8. Over 50 volunteers collected 65 bags of trash from James Island roadways. Special thanks to Heidi Juarez and her ARLA group for participating and to Deanne and Kenny Grayson for picking up the bags in anticipation of the hurricane. Thank you to Edison's for providing lunch for the volunteers. The next Adopt-a-Highway litter pickup is Saturday, November 3; 9-11 a.m. Councilman Milliken announced the first annual Sea Island Arts Fest on Saturday, September 29 from 2-6 p.m. He encouraged everyone to attend to enjoy the James Island Band, food, arts & crafts and other activities. Price \$7 at the door, and \$5.00 with a non-perishable food donation to James Island Outreach.

Children's Commission: Councilman Stokes announced that the September meeting was not held because of the hurricane. He announced the tentative date for the Lights on After School Program Thursday, October 25 from 6-8 p.m. at the Town Hall. Lights On is held in conjunction with the four elementary Kaleidoscope after school programs on James Island. This has been a great event in the past and everyone is invited to attend.

Public Safety: Councilman Mullinax announced the Neighborhood Council meeting on Thursday, September 27 at 7:00 p.m. He thanked staff and Council for their involvement in preparing for the hurricane and the evacuation and to the Neighborhood Council for providing reports to staff of damages on the island.

History Commission: Mayor Woolsey announced that the September History Commission meeting was not held because of the evacuation. The next meeting will be held on Tuesday, October 2, 7 p.m. to review of the history of James Island booklet.

Rethink Folly Road Committee Report: Mayor Woolsey announced that the Rethink Folly Road Steering Committee would meet on Wednesday, September 26 at 3:30 p.m. and hope to receive a report on the multi-use paths for Folly Road.

Drainage Committee:

Appointment of Chairperson: Mayor Woolsey moved for the nomination of Councilman Stokes, as Chairman of the Drainage Committee, Councilman Mullinax seconded. There were no other nominations and the motion passed unanimously for Councilman Stokes to serve.

Proclamations and Resolutions:

Proclamation to Recognize Caleb Avery Smith: Mayor Woolsey read a proclamation to recognize Caleb Avery Smith. Caleb is the grandson of Town Receptionist, Mag Williams and the son of Kevin and Nicole Smith. Caleb was recognized for his outstanding achievement as the winner of the Optimist International Oratorical Championship Award on June 29 in St. Louis. Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax and passed unanimously.

Proclamation to dedicate the Frances Simmons Council Chambers: Mayor Woolsey read a proclamation to recognize Frances Simmons and dedicate the Town Council Chambers in her honor. Frances was recognized for being a long-time employee with the Town since 2002 and appointed as Town Clerk in 2006, the Town's third incorporation. Motion in favor was made by Councilman Milliken, seconded by Councilman Blank and passed unanimously.

Proclamation for Breast Cancer Awareness Month: Motion in favor was made by Councilman Milliken, seconded by Councilman Stokes and passed unanimously.

Resolution #2018-10: Town of James Island Local Match for MASC Hometown Economic Development Grant: Mrs. Kellahan reported that this is an annual Grant done by the Municipal Association. The Town applied for the Pinckney Park pavilion last year and was one-tenth of a point from the winner. The Municipal Association has given advice about some areas of the application that we could improve on and Mrs. Kellahan believes this is a good project to apply for again this year. The match is \$3,750. Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken. No discussion. Motion passed unanimously.

Ordinances up for Second Reading:

Ordinance #2018-06: Loitering and Sleeping in Public Places: Mayor Woolsey stated that the Town Attorney has asked to do further research. Consideration to postpone without objection was granted by Council to the next meeting.

Ordinance #2018-10: An Ordinance Recognizing Implicit Repeal of Ordinance #2012-08: Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken. No discussion. Motion passed unanimously.

Ordinances up for First Reading:

Ordinance #2018-11: Proposed Change to the 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: Motion in favor was made by Councilman Blank, seconded by Councilman Stokes. No discussion. Motion passed unanimously.

Ordinance #2018-12: An Ordinance to Amend Chapter 151: Town Regulations Concerning Flood Damage Prevention: Mrs. Kellahan stated that the Town is a member of the National Flood Insurance Program (NFIP). The NFIP is going through their Community Rating Program that provides a discount to our residents off their flood insurance. As a part of the program, NFIP has to review our ordinances. They have recommended a few amendments that we need to make: to add the date of the map from the Flood Insurance Study from November 17, 2004, and add language that all permanent applications need to be reviewed and determined whether proposed building sites are reasonably safe from flooding. Charleston County has made us aware that they are adopting these amendments so the Town needs to adopt an amendment to be timely with our review process. Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken. Mayor Woolsey added that this is a requirement in order to remain in the program. Motion passed unanimously.

New Business: None

Executive Session: Not needed.

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:37 p.m.

Respectfully submitted:

Frances Simmons  
Town Clerk

# Town of James Island

Complete 25%

## Monthly Budget Report

Fiscal Year 2018-2019

1st Quarter

July August September TOTAL BUDGET

### GENERAL FUND REVENUE

	July	August	September	TOTAL	BUDGET
Accommodations Tax				-	10,000
Brokers & Insurance Tax				-	545,000
Building Permit Fees			655	655	15,000
Business Licenses	1,934	12,248	8,965	23,147	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)			37,448	37,448	375,000
Miscellaneous		110		110	1,000
Planning & Zoning Fees	1,973	628	647	3,248	12,500
State Aid to Subdivisions				-	263,946
Telecommunications				-	30,000
Transfer In from Property Tax Credit Fund				0	250,930
		12,985	47,715	222,466	2,281,176
					10%

## ADMINISTRATION

Salaries	19,997	30,184	19,911	70,093	267,930
Fringe Benefits	7,048	10,826	7,194	25,068	89,000
Copier	315	319	429	1,064	5,200
Supplies	(391)	1,591	711	1,911	12,000
Postage	596	1,600	2,576	4,771	6,000
Information Services	3,871	3,441	5,162	12,474	60,000
MASC Membership				-	5,500
Insurance		26,209	350	26,559	33,900
Legal Services		1,350	5,530	6,880	50,000
Town Codification				-	3,500
Advertising		608	119	727	5,000
Audit				-	14,000
Elections				-	
Mileage Reimbursement	27	27	30	85	800
Bonding				-	2,150
Employee Training / Screening		77		77	850
Dues and Subscriptions				-	1,500
Training & Travel	464	24		488	3,000
Employee Appreciation	50	51	85	186	500
Mobile Devices	152	55	121	328	2,300
Bank Charges	130	168	140	438	2,000
		<b>76,532</b>	<b>42,359</b>	<b>151,149</b>	<b>565,130</b>
					27%

## ELECTED OFFICIALS

Salaries	3,769	5,654	3,769	13,192	50,000
Fringe Benefits	2,313	3,470	2,313	8,096	32,000
Mayor Expense	60			60	2,000
Council Expense	60			60	4,000
Mobile Devices	209		104	313	2,100
		<b>9,123</b>	<b>6,186</b>	<b>21,721</b>	<b>90,100</b>
					24%



## GENERAL OPERATIONS

Salaries	22,195	37,854	25,284	85,332	341,100
Fringe Benefits	7,773	12,750	8,537	29,060	117,150
		<b>50,604</b>	<b>33,821</b>	<b>114,393</b>	<b>458,250</b>
					25%

## PLANNING

Supplies		362		362	600
Advertising				-	1,500
Mileage Reimbursement				-	200
Dues and Subscriptions				-	325
Training & Travel	70	110	132	312	1,800
Mobile Devices	(64)	(59)	36	(86)	660
Uniform / PPE				-	500
Planning Commission		200		200	4,000
Board of Zoning Appeals	200		500	700	4,000
		<b>613</b>	<b>668</b>	<b>1,488</b>	<b>13,585</b>
					11%

## BUILDING INSPECTION

Mileage Reimbursement				-	500
Mobile Devices	55	55	55	165	660
Supplies				-	500
Equipment / Software				-	500
Uniform / PPE				-	250
Dues & Subscriptions				-	800
Travel & Training				-	1,500
		<b>55</b>	<b>55</b>	<b>165</b>	<b>4,710</b>
					3%

## PUBLIC WORKS

Mileage Reimbursement			237	237	150
Training & Travel		524	238	762	1,925
Projects		7,306	73,485	80,791	200,000
Mobile Devices	91	82	91	265	1,320
Traffic Control Devices				-	30,000
Uniform / PPE				-	600
Supplies	1,459	490	810	2,759	2,000
Emergency Management			13,742	13,742	15,000
Dues and Subscriptions					425
Groundskeeping	115	8,287	819	9,220	40,000
		<b>16,689</b>	<b>89,421</b>	<b>107,775</b>	<b>291,420</b>
					37%

## CODES & SAFETY

Mileage Reimbursement				-	100
Equipment	853			853	250
Radio Contract	342			342	1,400
Training				-	1,000
Supplies				-	250
Uniform / PPE				-	250
Other Security	3,048	50	2,814	5,912	
Sheriff's Office Contract	8,678	22,875	14,698	46,251	244,000
Deputy Fringes	2,391	6,297	4,043	12,731	62,500
Unsafe Buildings Demolition				-	20,000
Overgrown Lot Clearing				-	1,500
Animal Control					500
Crime Watch Materials				-	250
Membership/Dues					250
	<b>30,417</b>		<b>21,555</b>	<b>66,089</b>	<b>332,250</b>
					20%

## PARKS & RECREATION

JIRC Contribution				-	7,500
Parks		10,995		10,995	15,000
Special Events	38	1,813	3,195	5,045	15,000
Youth Sports Program				-	13,250
		<b>12,807</b>	<b>3,195</b>	<b>16,040</b>	<b>50,750</b>
					32%

## FACILITIES & EQUIPMENT

Utilities	1,170	1,527	3,573	6,270	20,000
Rent	7,226	7,226		14,452	-
Security Monitoring			76	76	1,000
Janitorial	440	625	550	1,615	7,500
Equipment / Furniture	296	1,681	1,299	3,277	7,500
Facilities Maintenance	7	148	119	274	1,000
Vehicle Maintenance Expense	252	335	682	1,269	6,000
Generator Maintenance	1,988		822	2,810	500
Street Lights	10,367	11,305	10,379	32,052	135,937
	<b>21,746</b>	<b>22,846</b>	<b>17,501</b>	<b>62,093</b>	<b>179,437</b>
					35%

## COMMUNITY SERVICES

Repair Care Program	-	-	7,000	7,000	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
				7,768	61,740
					13%

## CAPITAL PROJECTS

Quail Drive Sidewalk				\$ -	\$ 64,260
Camp Rd Sidewalk, Phase III (Folly to Riverland)				-	
Dills Bluff Sidewalk, Design through Phase III			2,500		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		2,005	2,125	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			98,323	98,323	975,000
LOST Rollback - Interest Income				-	3,000
				98,323	978,000

### LEASE PURCHASE REVENUE BOND - TOWN HALL

Lease Purchase Bond Revenue			239,021	239,021	975,000
				-	-
Town Hall Expenses	413,377	325,221	920	239,021	739,517

### HOSPITALITY TAX

Hospitality Tax Revenue			50,515	50,515	500,000
The Town Market	11,650			11,650	27,900
Guide to Historic James Island			3,405	3,405	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				(78,170)	

### 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			20	500	-
Jsmes Island Pride expense			31	31	3,500
				-	
Helping Hands Donations				1,243	
Helping Hands Expense		91		91	
					-

# ADMINISTRATOR'S REPORT

Sep-18

## ADMIN NOTES

- a. New Town Hall punchlist - still a few outstanding issues including door hardware, replacement glass panels, and tile floors in men's restroom.
- b. The Town is working on a PreDisaster Mitigation Grant and will be looking at helping to fund improvements to the Honey Hill / Greenhill Drainage
- c. LP sidewalk and drainage project is moving forward with an approved design by both New Beginnings Church and the Youth Soccer Club
- d. New Swing with shade installed at Pinckney Park - old one moved to City's Stephen Washington Park
- e. Currently working on a streetscape lighting plan with SCEG for Camp and Dills Bluff Intersection area
- f. Central Park / Riverland Intersection Public Mtg 10/24 - First Movie night at Town Market 10/27
- g. FY 17/18 Audit will be presented at Nov. Council mtg

**TOTAL Business Licenses** **30**

\*15 of those processed at Town hall

## Code Enforcement Cases

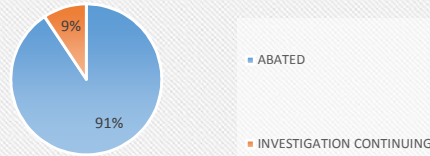
<b>TOTAL CASES</b>	<b>406</b>
<b>ABATED</b>	<b>368</b>
<b>INVESTIGATION CONTINUING</b>	<b>38</b>
RANK VEGETATION / SOLID WASTE	109
INOPERABLE VEHICLE	71
TREE CASES	34
NUISANCE PROPERTY	35

\* 3 new cases opened in September

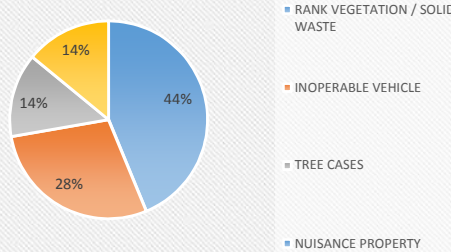
## Building Permits & Inspections

	Permits	Inspections
	72	93
Building	17	31
Electrical	16	20
Plumbing	6	12
Mechanical	11	7
Gas	8	23
Pool		
Roofing	7	7
Fire System		
Sign		
Trades	7	
Previous Month	91	130

## Code Enforcement - Case Status



## Code Enforcement - Case Type

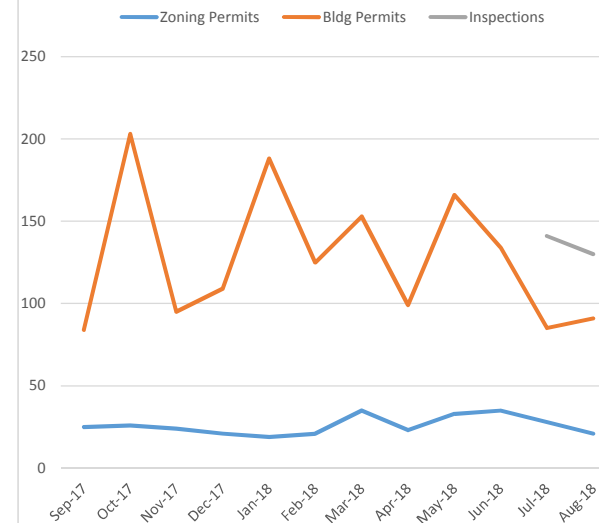


PERMIT TYPE	Sep-18
ACCESSORY STRUCTURE	-
CLEARING & GRUBBING	1
DEMOLITION PERMIT	
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	4
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	3
REZONING	
SPR	
SIGN PERMIT	
SITE PLAN REVIEW	
SPECIAL EVENT	1
SPECIAL EXCEPTION	
TEMPORARY ZONING	
TREE REMOVAL	9
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	-
<b>TOTAL</b>	<b>18</b>

## PUBLIC WORKS NOTES

- 1) 3 new requests for service in September, 2 were drainage related and Town Staff have responded to these requests.
- 2) Honey Hill Drainage: Easement acquisition process continues.
- 3) The Seaside Lane Sidewalk project reached substantial completion by Truluck Construction.
- 4) The James Island Creek TMDL stakeholders did not meet in August. The group is waiting for DHEC to issue their draft TMDL for our review and comments. DHEC officials said they are still writing the draft and will get us to review prior to general public comments.
- 5) 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.
- 6) Staff attended a stakeholders meeting for the redesign of the Central Park-Riverland Drive intersection.
- 7) Town and City staff and volunteers provided over 13,000 sandbags to residents in advance of Hurricane Florence.
- 8) Filled 8 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 and installed 3 Neighborhood Crime Watch signs. Staff cleaned over 30 additional traffic signs to extend their service life.

## PERMITS - 13 MONTH HISTORY



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**DRAIN/VACUUM - WATER/SEWER**

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October 11, 2018

Mark Johnson  
Public Works Director  
Town of James Island  
1238-B Camp Road  
James Island, South Carolina 29412  
(p) 843-795-4141  
(f) 843-795-4878  
[MJohnson@JamesIslandsc.us](mailto:MJohnson@JamesIslandsc.us)

Re: Tallwood Drainage Improvement Project

Attention: Mark Johnson,

Eadie's Construction Company, Inc. proposes to provide labor, materials, and equipment to install new Drop Inlets/piping based on the plans provided by E.M. Seabrook Engineers/Surveyors with the last revision dated 9-14-2017 as outlined below.

**Delwood and Carolina Oaks at Light House Point (\$90,000.00)**

**Mobilization**

Install +/-45 lf of 18" Corrugated HDPE; +/-107 lf of 15" Corrugated HDPE;  
Install +/-90 lf of 12" Corrugated HDPE; +/-85 lf of 10" Corrugated HDPE;  
Install (4) Drop Inlets (Frame & Grate); Grade Swales from property corners;  
Grass Seed around excavated areas; Fence removal and Replacement;  
Pond Restoration and Rip Rap

**Provisions:**

Bond not included in quote. All excavated material assumed to be suitable for compaction. Concrete, asphalt, curbing, erosion control, clearing/site-work, and grassing are not included in quote. Private Utilities will be located by others.

If you have any questions or require further assistance, please contact me at my office or on my cell at 843.200.5169

Thank you,

Kip Crawford

STATE OF SOUTH CAROLINA )  
 ) INTERGOVERNMENTAL AGREEMENT  
COUNTY OF CHARLESTON )

THIS AGREEMENT (“Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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**”), and the **County of Charleston, South Carolina**, the address of which is 4045 Bridge View Drive, North Charleston, South Carolina 29405 (hereinafter the “**Charleston County**” or “**County**”), 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 County entered into Contract No. 5158-18C, with Thomas and Hutton, (hereinafter referred to as the “**Consultant**”) attached as Exhibit A, for On-Call Design/Consultant Engineering Services for Public Works; and

**WHEREAS**, the Town and City desire to enter into an Intergovernmental Agreement with the County, to share in the costs of the services provided by the Consultant concerning the James Island Watershed Basin Delineation Project (hereinafter referred to as the “**Project**”); and

**WHEREAS**, the scope of work for the Project shall be performed per the request of the County upon the above representations.

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

1. **OBLIGATIONS OF THE COUNTY.** The County’s obligations shall be as follows:
  - a. Provide to City and Town updates concerning Project scope changes, changes in schedules, routine communication, or any other such activities that may impact the Project.
  - b. Include City and Town in all progress meetings as they may pertain to the Project.
  - c. Provide access to the Project records for City and Town to review the Project.
  - d. Allow City and Town to review pay requests relating to the Project prior to payment and any change orders which affect the cost of the Project.
  - e. Maintain sole contact with the Consultant relating to Project scope, work order directives, pay requests, and other correspondence.

- f. Enter into an agreement with the Consultant that the computer model generated as part of the Project will be made available to the County, City and Town for their use upon completion of the study.
2. **OBLIGATIONS OF THE TOWN AND OBLIGATIONS OF THE CITY.** The City and Town's obligations shall be to review and provide comments, as necessary, for all Consultant pay requests related to the Project prior to payment and any change orders that affect the cost of the Project. Comments shall be made within fifteen (15) calendar days of receipt by City and Town of notification from the County of the Consultant's pay request or change order.
3. **SCOPE OF SERVICES.** Work elements shall be performed in accordance with the scope of work (attached as Exhibit B), which is hereby incorporated by reference.
4. **FUNDING AND METHOD OF PAYMENT.** The Town, City, and County agree to pay as follows:
  - a. The Parties agree that the total cost of the Project with the Consultant is \$47,380 with a 20% contingency of \$9,476 summing to a total Project liability of \$56,856.
  - b. County will advance payment to the Consultant, subject to the following:
    - i. City will reimburse the County for 50.00%, or \$28,428.00
    - ii. Town will reimburse the County for 24.00%, or \$13,645.44
  - c. Should the negotiated price or any addendums for the Project exceed original agreement, the County will provide City and Town with notification of the increased costs. The City and Town agree to pay their proportional shares of the increased costs in accordance with this section, Funding and Method of Payment, Items a through b above (i.e. County 26.00%, City 50.00%, and Town 24.00% of total amount of increased costs).
  - d. City and Town shall remit payment to the County for their shares of the monthly costs regarding the Project within thirty (30) calendar days of receiving an invoice from the County.
  - e. Upon completion of the Project, any additional model updates or maintenance requested by the County shall be paid for in accordance with the County's contract with the Consultant, and with respect to the proportional shares of the costs in accordance with Items a through b above (i.e. County 26.00%, City 50.00%, and Town 24.00% of total amount of increased costs).
  - f. The City and Town may make additional requests separate from this agreement at their own expense.



- g. The results of the additional modeling will be made available to the County, City, and Town regardless of who requested the additional work.
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 County reserves the right to extend this agreement on an annual basis, if it is determined to be in its best interest, and the life of this agreement including all extensions shall not extend beyond a period of five (5) years.
  6. **CONTRACT TERMINATION.** Either 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 Charleston County to conduct work herein described shall forthwith cease, and the parties shall be responsible for their proportionate share of actual costs incurred by the Consultant.
  7. **AMENDMENTS.** This contract 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 both 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 City or the Town of any term or condition of this Agreement, the County 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 City or the Town has not cured the default within fifteen (15) days of receipt of the notice of default, then and in that event, the County 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 either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.
  11. **CONTROLLING LAW.** The laws of South Carolina shall govern this Contract. 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 sufficiently given and shall be 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 designed in writing by the parties:

AS TO THE CITY:

Laura Cabiness  
Director / Public Service  
2 George Street  
2<sup>nd</sup> Floor  
Charleston, SC 29403

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

Janie Borden, Esq.  
Assistant Corporation Counsel  
50 Broad Street  
Charleston, SC 29401

AS TO THE TOWN:

Mark Johnson  
Director / Public Works  
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:

Jim Armstrong/Jim Neal  
Director / Public Works  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive – B314  
North Charleston, South Carolina 29405

A. Victor Rawl,  
Chairman of Charleston County Council  
4045 Bridge View Drive  
North Charleston, South Carolina 29405

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

**IN WITNESS WHEREOF**, the parties have caused this IGA 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

King Hill

By: [Signature]  
(Signature)

Title: MAYOR

Notary [Signature]  
My Commission Expires 6/11/19

Signed, sealed and executed for the TOWN.

WITNESS:

Town of James Island

\_\_\_\_\_

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

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



### FEE PROPOSAL

**MEMO #:** 001

**DATE:** October 10, 2018

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

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

**RE:** Jordan Street Traffic Calming

**BY:** E. Locke Walker, PE

**SCOPE OF SERVICES:**

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, and permitting for traffic calming devices in the above referenced neighborhood. This project will also involve SCDOT approval. In addition to the plan preparation, permitting and bidding services, it is our understanding that you would like us to participate in the public meetings for input and public comment on the plan. Following is our associated fees with the scope.

<b><u>Traffic calming plans and submittal to SCDOT:</u></b>	<b><u>\$5,500</u></b>
<b><u>Prepare exhibits and attend public meetings</u></b>	<b><u>\$3,800</u></b>
<b><u>Total</u></b>	<b><u>\$ 9,300</u></b>

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.

E. Locke Walker, P. E.

*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]

## Terms and Conditions

Architect/Engineer of Record (AER) shall perform the services outlined in this agreement for the stated fee agreement.

**Access To Site** -- Unless otherwise stated, the AER will have access to the site for activities necessary for the performance of the services. The AER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**Fee** --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

**Billings/Payments** -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and the AER may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

**Indemnifications** -- The Client shall indemnify and hold harmless the AER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the AER) or anyone for whose acts any of them may be liable.

**Hidden Conditions** -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the AER has reason to believe that such a condition may exist the AER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the AER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the AER shall not be responsible for the existing condition nor any resulting damages to persons or property.

**Risk Allocation** -- In recognition of the relative risks, rewards and benefits of the project to both the Client and the AER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the AER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of the AER's fee or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to the AER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Termination of Services** -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the AER for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership Documents** -- All documents produced by the AER under this agreement shall remain the property of the ER and may not be used by this Client for any other endeavor without the written consent of the AER.

**Applicable Law** -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the AER.



Date: October 12, 2018  
Job: James Island Town Hall  
Attn: Elissa Bostain – Liollo Architecture  
RE: Proposal – Revised\*

We propose to furnish and install **SEE BELOW** per **SCOPE OF WORK** below. We include all applicable Sales Tax. All work shall be performed during normal business hours unless otherwise noted. Our standard credit approval and terms of progress shall apply. General Contractor shall provide free use of hoist, electrical power, water, heat and cold weather protection, and use of dumpster. This proposal is based upon signing a standard AIA or AGC subcontract agreement. A Payment & Performance Bond can be added at a cost of 1.5% of contract value.

This proposal is subject to acceptance within 30 days and contingent on market prices remaining relatively unchanged.

### **SCOPE OF WORK**

#### **Novawall**

- We have included NOVAWALL site-fabricated acoustical wall panels as shown on elevations 1 & 2 on A701, and 1 on A702 dated 10/18/17.
- We have included a \$30.00 per linear yard fabric allowance.
- Panel core will consist of a six pound density acoustical fiberglass board.
- The general contractor is to provide a GWB substrate that is straight, plumb, flush, and in proper alignment to receive Novawall panels.
- We base our proposal on one mobilization; additional mobilizations will be at an additional cost.

<b>1” Thickness (.75 or greater NRC)</b>	<b>QUOTE:</b>	<b>\$ 9,497.00</b>
<b>2” Thickness (1.00 or greater NRC)</b>	<b>QUOTE:</b>	<b>\$10,937.00</b>

#### **\*Hanging Acoustic Baffles**

- We have included hanging acoustical baffles per Acoustical Recommendations document.
- Baffles will be Pinta Acoustic 2” Baffles.
- Baffles will have a white metal trim piece that caps the top.
- Baffles will be white in color.
- Baffles will hang from aircraft cable from structure above.
- We base our proposal on one mobilization; additional mobilizations will be at an additional cost.
- We intend to use scissor lifts for installation of wall panels. We exclude any necessary floor protection for operation of lifts or scaffolds.

**QUOTE: \$12,207.00**



Thank you for allowing Warco Construction the opportunity to quote this project. If you have any questions or concerns, feel free to contact me at (704) 521 5200.

Thank you,

A handwritten signature in cursive script that reads 'Lowery Bullard Dameron'.

Lowery Bullard Dameron  
Warco Construction Inc.



**Community Assistance Grant Program 2018-2019**

<u>Organization</u>	<u>Purpose of Request</u>	<u>Amount Requested</u>	<u>Staff Recommendation</u>
James Island Exchange	Civic Project	\$ 500	\$500
Island Mentoring Group	Mentoring Program for Youth Black Men	\$ 1,800	\$1,500
James Island Outreach	Local Food Pantry operations	\$ 5-\$10k	\$2,500
Barrier Islands Free Medical Clinic	Local Medical Clinic operations	\$2,000	\$2,000
Sea Island Habitat	Peter Mathias	\$2,000	\$0
Pet Helpers	Pet Shelter Operations	\$2,000	\$1,500
“E” dba The Village	Mentoring Local Youth	\$2,000	\$2,000
JI Band Backers	Purchase/maintain instruments/uniforms and participation in competitions	\$6,000	\$1,000
Concerned Citizens of Sol Legare	New Flagpole	\$2,500	\$1,000

James Island Youth Soccer	Improving local athletic facilities	\$2,000	\$1,000
Remember Niger Coalition	Support education in Niger, Africa and teaching compassion and empathy to local students	\$2,000	\$1,000
Race for Achievement	TyWanza Sanders Scholarship	\$1,500	\$1,000
Charleston Performing Arts	Theater arts education programs	\$3,500	\$2,000
J.I. Charter H.S. Volleyball Team	New Volleyballs / Tourney registration	\$2,000	\$1,000
Emmanuel Baptist	Clothes Closet / Tutoring	\$1,000	\$1,000
Lowcountry Community Crisis Chaplaincy	Provide Chaplains (Dee Norton)	\$1,500	\$1,000
	<b>TOTAL</b>	<b>\$37,300</b>	<b>\$20,000</b>



## Proclamation

WHEREAS, The CHARLES TOWNE CHAPTER, of the National Society Colonial Dames XVII Century of Charleston, South Carolina, is locally sponsoring **National Colonial Heritage Month** during the month of October 2018; and

WHEREAS, **National Colonial Heritage Month** brings to mind the first courageous settlers who arrived in America and who determined the direction for the formation of our country; and

**Whereas**, the members of this Society, by virtue of their lineal descent from those early arrivals, feel an obligation to work for the preservation of the priceless legacy that there early arrivals left to all American citizens; and

Whereas, they continue to convey the true meaning of the inheritance by reminding us that our privilege to live in a free country has stemmed from "loving our country, obeying its laws, respecting its flag and defending it against all enemies."

NOW THEREFORE, I, **William Woolsey**, BY VIRTUE OF THE AUTHORITY VESTED IN ME AS MAYOR OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA, DO HEREBY PROCLAIM THE MONTH OF OCTOBER, 2018, AS

### **NATIONAL COLONIAL HERITAGE MONTH**

In the Town of James Island, South Carolina, and encourage all citizens of the Town of James Island, to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship, in order to help preserve our rich culture and heritage with deep respect for the principles upon which our great country was founded.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of James Island, South Carolina, to be affixed this \_\_\_\_\_ day of October 2018.

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Mayor

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 \_\_\_\_\_, 2018.

Town of James Island Council

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

ATTEST

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

First Reading: August 16, 2018

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

**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

---

Bill Woolsey  
Mayor

ATTEST

---

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~~