



AGENDA

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

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

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

1. Opening Exercises

2. Public Comment

3. Consent Agenda

- a. Minutes: December 19, 2019 Regular Town Council Meeting

4. Information Reports

- a. Finance Report
- b. Administrator's Report
- c. Public Works Report
- d. Island Sheriffs' Patrol Report

5. Requests for Approval

- Schooner Drive Traffic Calming Plan
- Scope and Fee for Regatta Rd. Sidewalk Design
- Pinckney Park Phase II Site Furnishings
- Pinckney Park Phase II Change Order for Storage Building
- Scope and Fee for Conceptual Multi-Use Path along Folly, Wilton to Ft. Johnson
- Lobbying Services
- Brantley Park Phase I Preliminary Design and Cost Estimate

• Traffic Calming Policy Proposed Revision

6. Committee Reports

- Land Use Committee
 - Nomination to BZA

- Environment and Beautification Committee
- Children’s Committee
- Public Safety Committee
- History Committee
- Rethink Folly Road Committee
- Drainage Committee

- Business Development Committee
 - Nomination to Business Development Committee

- Trees Advisory Committee
 - Nomination to Trees Advisory Committee

- James Island Intergovernmental Council Meeting, January 29 @ 7:00 p.m.

7. Proclamations and Resolutions:

8. Ordinances up for Second/Final Reading:

- a. Ordinance #2019-13: Amend Ordinance #2017-06 Establishing Purchasing Procedures for the Town of James Island, SC

9. Ordinances up for First Reading:

10. New Business

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

12. Return to Regular Session

13. Announcements/Closing Comments

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, Thursday, December 19, 2019. The following members of Council were present: Daniel C. Boles, Dr. Cynthia Mignano, Garrett Milliken, Darren “Troy” Mullinax, and Mayor Bill Woolsey, presided. Also, Ashley Kellahan, Town Administrator, Bonum S. Wilson, Town Attorney, Mark Johnson, Public Works Director, Sgt. Shawn James, Island Sheriff’s Patrol, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Woolsey called the meeting to order and led Council in prayer offering condolences to the family of former Mayor, Mary Clark. 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 were allowed before recognizing the former members of Town Council.

Public Comments:

The following persons spoke on the Schooner Road Traffic Calming agenda item. Those that spoke talked about attending a meeting in October and that the neighborhood was supposed to receive a survey to determine if 66% of the neighborhood wanted speed humps, and if they did, it would be. They did not receive a survey only 40 people did, which is not a good representation of the neighborhood. Each person gave their opinion about why speed humps was not needed.

Opposition:

Frank Edwards, 555 Schooner Rd.
Joel C. Lista, 523 Schooner Rd.
Linde Mills, 565 Schooner Rd.
Laney Mills, 565 Schooner Rd.
Resident @721 Stonefield Ave.
Glenn Lawley, 565 Seward Dr.
Eugene McIntosh, 550 Seaward Dr.
Nick Kvestad, 641 Schooner Rd.
Robert Wilds, 623 Seaward Rd.

The following persons spoke in favor of speed humps on Schooner Rd. Residents voiced their opinions about excessive speeding, and stressed concern that children in the neighborhood and animals could be hurt or killed by the speeding. The residents in favor of speed humps spoke about the four (4) traffic studies that all recommended speed humps as a traffic calming measure.

Support:

Kolaski Family, 614 Schooner Rd
Harlan Woods, 568 Lynne Avenue
Mauricette Perron, 632 Schooner Rd.
Delores Millings, 638 Schooner Rd.
Chris Moore, 669 Schooner Rd.
John Peters, 1301 Hampshire Rd.
James Warren, 579 Seaward Dr., (is for speed humps, but not the process it followed)
Tom Robinson, 541 Schooner Rd.
Russ Feuerbach, 648 Schooner Rd.
Mike O’Keefe, 642 Schooner Rd.
Bill Lyon, 669 Port Circle
Michele Durante, 622 Schooner Rd.
Brook Lyon, 669 Port Circle. (Mrs. Lyon provided letter for the record)

Amy Ball, 955 Harbor town Rd. spoke about the resolution on the agenda to oppose the Bus Lot. She hopes it is a typo and that the Town would support having it.

Recognition of Former Town Council Members:

Honorable Joshua P. Stokes:

Mayor Woolsey recognized former Town Councilman, Joshua P. Stokes and presented him with a plaque on behalf of the Town. Councilman Stokes served on Council from 2014-2019. Mayor Woolsey thanked him for his service and diligence in working with Rep. Peter McCoy on the contiguity legislation to reunite the Town. Councilman Stokes was instrumental on the Children's Committee and through his efforts two annual events were established (Easter Egg Roll, Lights On). Councilman Stokes said it was a pleasure to serve on Council. He thanked all who attended tonight's meeting and encouraged their continued participation in the Town.

Honorable Leonard A. Blank:

Mayor Woolsey recognized former Town Councilman and Mayor Pro-Tem, Leonard Blank and thanked him for his service. Councilman Blank was given the "Key to the Town". Councilman Blank served in many capacities during his tenure with the Town as Director of Planning, Free James Island Board, Town Council 2006, 2012 through 2019 and Mayor Pro-Tem. Councilman Blank shared a brief history that the people in the Town can now run for office and be elected to serve without fearing that the Town could be taken away.

Representative Peter McCoy spoke thanking both Councilmen Stokes and Blank for their service. He thanked all those who had the heart to form the Town: Joshua Stokes, Leonard Blank, Carter McMillan, Inez Brown-Crouch, and the many others which shows true public service.

Consent Agenda:

- a. Minutes of November 21, 2019 Regular Town Council meeting
- b. 2020 Holiday and Town Council Meeting Schedule
A motion to approve the Consent Agenda was made by Councilman Milliken, seconded by Councilman Boles and passed unanimously.

Information Reports:

- a. Finance Report: Ashley Kellahan, Town Administrator, provided a summary of the November Finance Report's revenue and expenses.
- b. Administrator's Report: Mrs. Kellahan provided a summary of the Administrator's Report and highlighted ongoing projects and upcoming events. She informed Council that a budget workshop is scheduled for March 6. Councilman Milliken asked about the environmental study on the Old Subway Lot and what would happen if toxins were found. Would the Town or the County be responsible for the cleanup? Mayor Woolsey noted the unlikelihood of the County being responsible and said if that is determined, a request would come before Council to determine what could be done, or how it could be dealt with. Councilman Boles asked what that cost might be. A cost could not be determined, and Mayor Woolsey noted that it is unlikely that Corkeys would move forward with the purchase if it is determined that costly environmental clean-up is needed. Councilman Milliken asked that the Dominion Tree Trimming Schedule be posted on social media once it is known. He thanked staff for posting information on the plastics notifications.
- c. Public Works: Mark Johnson, Public Works Director, gave a summary of the November Public Works Report including projects currently underway and those that have been completed.
- d. Island Sheriffs' Patrol Report: Sergeant James reported that according to crime analysis data James Island is at an all-time low for vehicle break-ins. He asked everyone to drive safely with school out for the holidays. A summary of the Island Sheriff's Patrol and the Crime Statistics report was given.

Councilman Milliken asked about the full-time Island Sheriff's Patrol Deputy. Mayor Woolsey responded and said that he is still in negotiations with Sheriff Canon and would update Council.

Requests for Approval:

- Schooner Rd. Traffic Calming Plan: Mrs. Kellahan brought attention to the minutes from the September 30, Lighthouse Point Civic Association meeting which discussed a plan to calm traffic on Schooner Road. The recommendation is to install three (3) speed humps at the locations indicated on the map provided to Council. A motion was made by Councilman Milliken, seconded by Councilwoman Mignano. Councilman Boles asked if the percentage is 2/3 of the residents on the road (Nabors), or where the speed humps are to be installed; to which Mrs. Kellahan explained with the results of the proposal. Councilman Boles asked if the Town had conducted a survey, and if so, do we have data to support it. Mrs. Kellahan explained that the Lighthouse Point Civic Club had done a survey by going door-to-door to obtain petitions. Councilman Boles noted that many people here tonight have made comments about not receiving a survey to be able to weigh in. Councilman Boles moved to postpone approval of the traffic calming on Schooner Road pending a study by the Town; Mayor Woolsey seconded and the motion passed 3-2 to postpone; (Mayor Woolsey, Councilman Boles, Councilwoman Mignano). Councilmembers Milliken and Mullinax voted nay.
- Camp Rd. Library Space Plan and Estimated Costs: Jennifer Charzewski, Liollo Architecture, presented a slide presentation of a renovation feasibility study for the proposed James Island Arts & Cultural Center (old Camp Rd. Library). She commented that the building would have flexible space with many opportunities for the community's use. The project budget analysis was discussed, and several options were presented to Council for consideration. Councilman Milliken moved to approve the Level Zero Option of \$332,806 that would include the finishes only; Councilman Mullinax seconded. Mrs. Charzewski answered questions from Council one of which was a discussion about the role the Children's Museum would play at the Cultural Center. Councilwoman Mignano asked if the Children's Museum would assume any of the costs associated with the program and if there is a certain time programs would be held. Mrs. Charzewski answered that the Children's Museum may not be able to contribute financially because of its staffing ability. Councilman Milliken expressed concern about the A/C units currently in the building. He said what happens if the Town puts a lot of money into the building and if the A/C fails we are in trouble and would have a facility that does not work well. He is concerned because the cooling units are rated poor and the roof is also in a poor condition. Councilman Milliken expressed concern about the physical status of the building and asked if Charleston County, (our landlord), would be willing to put some money into the structure. Mayor Woolsey said our expectation should be zero. He supports moving forward with this plan on the expectation that Charleston County would turn the building over to us and we would pay for improvements. Councilman Milliken said he is in favor of keeping the building and moving forward with the programs but want to make sure the programs can happen. The only way this can be done is to have a structure that supports it. Councilman Milliken said he would like to have a cost estimate of what it would take to turn the building into something that is structurally sound with systems intact for the programs. Mayor Woolsey explained the finishes that is in Level Zero and that Charleston County has asked for some details about what the Town would do. He said we would need to go to County Council about the uses of the building in the long run, but he does not expect them to maintain the building for us.

Councilman Boles about the lease of the building. Mayor Woolsey said for the first year is \$1.00 and is renewable for one-year contingent upon the County approving the plan. The Town is required to use the building for educational purposes. Councilwoman Mignano expressed concern about spending \$332,806 for one year without any guarantees. Mayor Woolsey said this would come before Council prior to approval. Councilman Mullinax spoke of his interest in pursuing grants for

community educational purposes. He said that could be an option to help make up differences in costs. Motion for the approval of Level Zero passed unanimously.

- Camp Rd. Library & Parking, Civil and Landscaping Design Costs: Mrs. Kellahan presented a request to approve improvements to the parking lot and landscape design at a cost of \$14,750 to Cypress Engineering and Outdoor Spatial Design, (working through Liollo Architecture). Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax. Councilwoman Mignano asked if the landlord would contribute towards the cost of improvements to the parking lot. Mrs. Kellahan answered that our goal is to present the landlord with options in hopes he would share in the costs of any improvements. Motion passed unanimously.
- RFP #7-2019, Award of Groundskeeping Proposals: Mrs. Kellahan reported that the Town is seeking to procure several groundskeeping firms to assist and maintain property in the Town. The contract period would be annually with the option to renew for three (3) years for a total of four years. Five proposals were received on December 5 and staff recommends award to: Heart Pine Landscapes, LLC and Natural Directors, LLC. Motion was made by Councilman Milliken, seconded by Councilman Boles and passed unanimously.
- 2020 Greenbelt Urban Funds Proposal – Formation of Study Group: Motion to approve the formation of a Study Group for the 2020 Greenbelt Urban Funds was made by Councilman Mullinax, seconded by Council Milliken and passed unanimously.
- Purchase of Reusable Bags and Community Outreach regarding Plastics Ordinance: Councilman Milliken gave a summary that Environmentally Acceptable Packaging for Products would go into effect January 1, 2020. Mrs. Kellahan said she is working with the City and County to sponsor educational sessions at Town Hall. She added that \$5,000 would be used for bags with the Town and business logos on them as an outreach to the community. Motion was made by Councilman Boles, seconded by Councilman Milliken and passed unanimously.
- Legal Counsel and Town Council rep. for 896 Folly Road: Motion was made by Councilman Milliken, seconded by Councilman Mullinax. Mrs. Kellahan stated that the Town is working with Attorney David Bevon who is reviewing the easement agreement and scope and fees from Stantec on the environmental assessment. Councilman Milliken stated that he would like to recommend Councilman Boles to act as the Council representative since he is an attorney and familiar with the language. No decision was made regarding a Council representative. Motion passed unanimously for Attorney Bevon as legal counsel.

Committee Report:

Land Use Committee: No Report

Environment and Beautification Committee: Councilman Milliken gave a report from the November Adopt-a-Highway Litter Pickup that 23 bags of litter were collected. The next event is scheduled on February 8; rain date on February 15. Community Hero nominations are being accepted until the January JI Pride meeting. Councilman Milliken encouraged everyone to make nominations. Councilman Milliken thanked Mark Johnson, Douglas Sparling, and everyone that participated in the Arbor Day celebration on December 6 at First Baptist Church. A tree was planted at Camp and Dills Bluff Road.

Children's Committee: No Report

Public Safety Committee: Councilman Mullinax announced the next meeting on January 24 at 7 p.m. Councilman Mullinax paid tribute to former Mayor Mary Clark who recently passed away. He remembered Mayor Clark as a pioneer in the truest sense. He said Mayor Clark wrote many articles for Island Life Magazine and knew the history of James Island better than anyone.

History Committee: Mayor Woolsey announced that the History Booklets are now available and encouraged residents to take a copy. Mayor Woolsey reported that the Fort Johnson Remembrance Day held on Sunday, December 15 was successful and hope it will become an annual event.

Rethink Folly Road Committee: Mayor Woolsey said the committee met last month and received plans for next spring from the Toole Company.

Drainage Committee: No Report.

Business Development Committee: Nominations and Appointments:

The following nominations and appointments were made to the Business Development Committee:

Councilman Boles moved for the nomination of Lindsey Hamrick; Councilman Milliken seconded, and the appointment passed unanimously.

Councilwoman Mignano moved for the nomination of Nick Stover; Councilman Milliken seconded, and the appointment passed unanimously.

Councilman Milliken moved for the nomination of Angie Bellinger; Councilman Boles seconded, and the appointment passed unanimously.

Mayor Woolsey and Councilman Mullinax did not make nominations. Councilman Boles announced that meetings would begin in January.

Trees Advisory Committee: Nominations and Appointments:

The following nominations and appointments were made to the Trees Advisory Committee:

Councilwoman Mignano moved for the nomination of Garrett Milliken as Chair; Councilman Boles seconded, and the nomination passed unanimously.

Councilman Milliken moved for the nomination of Paul Cantrell, Councilwoman Mignano seconded and the appointment passed unanimously.

Councilman Mullinax moved for the nomination of Amy Fabri; Councilman Boles seconded, and the appointment passed unanimously.

Councilman Boles moved for the nomination of David Tomblin, Councilman Milliken seconded, and the appointment passed unanimously.

Councilwoman Mignano moved for the nomination of Jenny Welch, Councilman Boles seconded, and the appointment passed unanimously.

Proclamations and Resolutions:

Resolution #2019-25: Resolution Opposing a Centralized District 3 Bus Lot on James Island and on the Campus of James Island Charter High School: Motion in favor was made by Councilman Milliken, seconded by Councilman Mullinax.

Councilwoman Mignano spoke in favor of her resolution to oppose a centralized bus lot for District #3 and its location on the campus of the James Island Charter High School. She commented that she attended many meetings about the bus lot and is concerned about the cost and the location. The resolution states:

- 1) Opposition to a centralized District 3 Bus Lot to be housed at any location or school on James Island, including the James Island Charter High School (JICHS)
- 2) Town recommends that the Charleston County School District obtain a waiver for a centralized Bus Lot in District 3 and house the necessary school buses at three or four District 3 school locations, not putting the pressure of a centralized bus lot on any one residential neighborhood on James Island
- 3) The resolution urges a plan for a new gymnasium and career technical programming facility for the JICH as specified in the 2014 CCSD Education Capital Improvements Sales and Use Tax Referendum to move forward.

Mayor Woolsey commented that the resolution contained too many “whereas” clauses and questioned the section about the cost of the athletic practice field costing \$27 million. Mayor Woolsey said the resolution is written as it is a bad thing and the Town should not say that it is. Councilwoman Mignano spoke giving her opinions from meetings that she attended; and that no neighborhood want it. As discussion continued, Mayor Woolsey moved to strike the last “whereas” clause in the resolution. No second was offered and the motion failed.

Mayor Woolsey moved to amend the language in the seventh “whereas” clause and eliminate reference to the cost. To read: Whereas, in the spring of 2019 unbeknownst to James Island residents, a centralized District 3 Bus Lot was added to the plan for the expansion and renovation of the James Island Charter High School (JICHS) escalating the cost to taxpayers. Councilman Milliken seconded the motion. After discussion, the motion to amend passed.

Main Motion with amended language: Aye: Councilmembers: Mignano, Milliken, Mullinax
Nay: Councilmember Boles, Mayor Woolsey. Passed 3-2.

Resolution #2019-26: Resolution Authorizing the Exercise of Eminent Domain to Acquire Title to or Interest in Real Property for the Purpose of the Greenhill Community Drainage Improvements Project: Mrs. Kellahan presented a resolution for Council to authorize Eminent Domain to acquire title for the purpose of drainage improvements in the Greenhill community. There are seven (7) parcels the Town would need to acquire to improve drainage in those areas. Mrs. Kellahan noted Eminent Domain is needed because these parcels are all heirs property and we must Quiet Title in order to purchase drainage easements. Mrs. Kellahan said Attorney Brad Mitchell is present to answer questions from Council. Motion in favor was made by Councilman Milliken, seconded by Councilman Mullinax. Councilman Boles asked about the heirs, if this request is being ordered by court action, and also the cost of the acquisition. Mr. Mitchell noted that the cost could be a couple hundred dollars up to \$8,000, as there are seven tracts the cost could be approximately \$4k per parcel. Motion passed unanimously.

Ordinances up for Second/Final Reading:

- a. Ordinance #2019-10: Amend Ordinance #2012-07 to Modify the Election of Mayor Pro-Tempore: Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax and passed unanimously.
- b. Ordinance #2019-11: Amend Ordinance #2014-06 to Change the time of Taking Office: Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax and passed unanimously.

- c. Ordinance #2019-12: Amend Ordinance #2012-07 to Amend the Order of Business; Agenda: Motion to approve was made by Councilman Milliken, seconded by Councilwoman Mignano and passed unanimously.

Ordinances up for First Reading:

- a. Ordinance #2019-13: Amend Ordinance #2017-06 Establishing Purchasing Procedures for the Town of James Island, SC: Motion in favor by Councilman Mullinax, seconded by Councilman Milliken. Councilman Milliken distributed an amended version to Council for consideration. The ordinance included in Council's packet is amended in "red" and Councilman Milliken's version is in "blue" and "yellow". Councilman Milliken apologized for distributing the ordinance tonight and said the change is to offer more oversight into the Town's spending and reinforce the bidding process so that more parties have an opportunity to help the Town. Councilman Milliken said in looking at ordinances from other communities with a strong mayor form of government, what he saw over-and-over is the Town Administrator, Purchasing Agent, or Finance Director, are the ones primarily involved. In the Town's Ordinance, the oversight is by the Mayor, which is fine and is accepted in a strong mayor form of government. He said in our form, the designee is the Town Administrator. He said throughout the revised version, the person making the purchases is referred to as the Purchasing Agent. Councilman Milliken compared and explained the table of expenditures in the original version vs. the revised. The revised table lowers the maximum amount for purchases that requires no formal procurement from \$2,499 to \$1,999. \$2,000-\$4,999 requires two written quotes; award to the lowest bidder and Council approval if the expenditure is not a specified item or if it is a portion of a specified item in the approved annual budget. \$5,000-\$24,999 requires three written quotes, award to the lowest bidder and Council approval if the expenditure is not a specified item or if it is a portion of a specified item in the approved annual budget. Expenditures greater than \$25,000 would require competitive sealed bids, advertised through local press and SC Business Opportunities (SCBO) publication and approved by the Mayor and Council. Councilman Milliken reviewed the remainder of the changes and explained them. Afterwards, Mayor Woolsey moved to postpone action until Council has had time to study the changes being recommended, Councilman Mullinax seconded. Vote to Postpone: Mayor Woolsey, Councilman Mullinax. Vote to Approve version presented: Councilmembers: Milliken, Boles and Mignano. Motion passed.

New Business: None

Executive Session: Not needed.

Announcements/Closing Comments:

Councilman Boles thanked staff and Council for the Christmas Drop-in

Councilman Milliken thanked staff for participating in the Arbor Day Event and Mark Johnson and Douglas Sparling for their assistance in purchasing and planting the tree for Arbor Day.

Councilwoman Mignano thanked staff for their work on the Tree Lighting Ceremony.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:25 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

ADMINISTRATOR'S REPORT

Dec-19

ADMIN NOTES

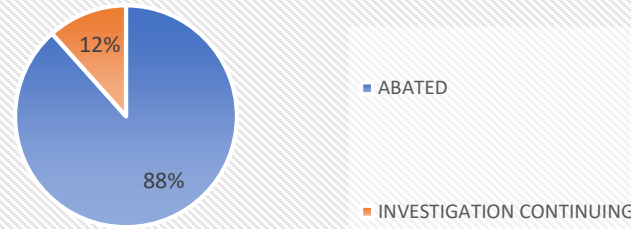
- 1) Dec mtgs at Town Hall - 21 total- 8 Town related
- 2) PARD grant submitted 1/10 for \$6,351 to assist with costs of Pinckney Shelter furnishings
- 3) Update regarding Dominion Tree Trimming Workshop and staff mtg with Dominion to discuss Trimming Rehabilitation - **See Attached**
- 4) Ongoing Repair Care work is underway and continuing to work on waitlist from 2019 **See Attached**
- 5) Plastics Ordinance - No exemption requests have been received - planning workshop for businesses in Feb. and begin process for inspection on compliance
- 6) Budget Workshop scheduled for March 5th @ 6 pm where we will discuss future plans for deputy funding
- 7) Annual employee evaluations scheduled for Jan.
- 8) Worked with Dominion on **improved street lighting** for Grace Triangle Community **See attached**

Business Licenses	25
*12 of those processed at Town hall	
Code Enforcement Cases	
TOTAL CASES	534
ABATED	470
INVESTIGATION CONTINUING	64
RANK VEGETATION / SOLID WASTE	132
INOPERABLE VEHICLE	95
TREE CASES	51
NUISANCE PROPERTY	40

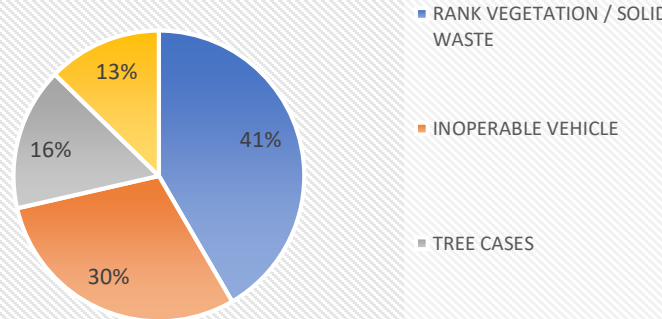
#3 new cases for Dec

Building Permits & Inspections	Permits	Inspections
	53	119
Building	13	73
Electrical	14	19
Plumbing	4	8
Mechanical	1	13
Gas	3	5
Pool	-	-
Roofing	6	-
Fire System	-	1
Sign	-	-
Trades	12	-
Manufactured Home	-	-
Previous Month	64	151

Code Enforcement - Case Status



Code Enforcement - Case Type

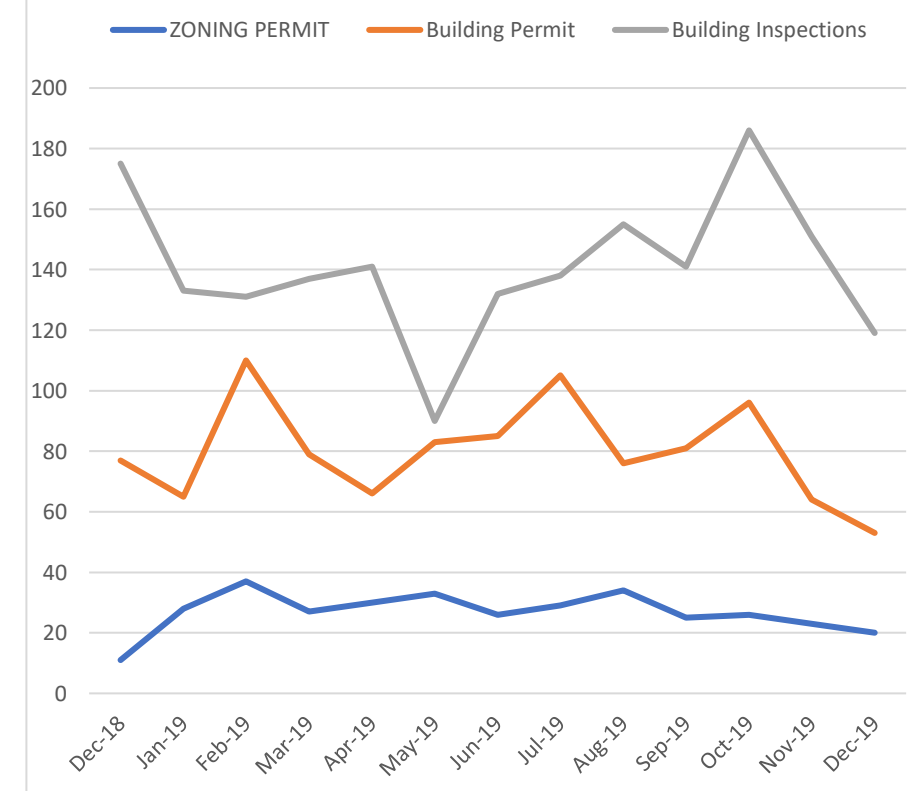


PERMIT TYPE	Dec-19
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	2
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	8
REZONING	
SPR	
SIGN PERMIT	
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	
TEMPORARY ZONING	4
TREE REMOVAL	4
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	2
TOTAL	20

PUBLIC WORKS NOTES

- 1) There were 3 new requests for service in December, 2 were drainage related. Staff has responded to all requests.
- 2) Greenhill- Honey Hill Drainage easement acquisition update: of 32 needed easements, we have secured 17 (7 pending condemnation) and 15 remaining
- 3) Staff addressed algae blooms in the pond behind Seaward Drive in Lighthouse Point. JLA Engineers were asked for a scope and fee to make changes to the water transfer structures.
- 4) Construction continued on the Pinckney Pavilion and old house demolished in
- 5) Quail Dr. Sidewalk substantially completed.
- 6) Oceanview-Stonepost drainage easement work is underway with Thomas and Hutton who were finishing survey work.
- 7) Staff responded to Christmas Eve rain event by inspecting and hand cleaning as best as could be done at several drainage choke points including Fort Johnson and Folly, Secessionville at Honeysuckle, Bradford at Sutton and Yorktown at the canal. Staff also worked after Christmas to free additional clogs in the drainage systems. Christmas Eve storm event resulted in 8-9 inches of rain on James Island within 48 hours and high winds that brought vegetative debris into the drainage ditches causing many blockages in the usual choke points. All ponding had drained within 48 hours.
- 8) Staff attended the APWA/Charleston Civil Engineers Club conference at TTC
- 9) Staff spoke to the Environmental Sustainability Club at JICHS about Public Works volunteer opportunities for students.
- 10) Staff cleaned a few signs in December and installed one STOP sign.

PERMITS - 13 MONTH HISTORY





Town of James Island

Memo

To: Mayor and Town Council
From: Ashley Kellahan, TA
Date: Jan 10, 2019
Re: Update regarding Dominion Tree Trimming

- Town has been working with Master Certified Arborist Chris Gerards, and he has been on-site with tree trimming crews as they complete their 2019 Tree trimming schedule in Bayfront subdivision.
- While he noted some improvements made in the field, he still has relayed concern over improper pruning techniques.
- Mayor Woolsey notified Dominion of our intention to seek rehabilitation of improperly-pruned trees per our Tree Protection Agreement – see attached letter
- At a meeting with Dominion Staff, Mayor Woolsey, Councilman Milliken, Town staff and C. Gerards, we discussed implementation of the rehabilitation and the process moving forward with the 2020 schedule.
- C. Gerards has been provided a map of pruning since the agreement was signed in Sept. and is currently evaluating those areas
- Dominion hosted their 2020 Tree Trimming Workshop for James Island at Town Hall. Attendance was low so perhaps need to host another workshop further into the spring or summer
- The Town is scheduled to advertise for Arborist Services on 1/13 and the Tree Council will assist in reviewing and recommending award
- Town staff has been instructed to address concerns we receive regarding tree trimming as best we can. We will inspect trees residents have concern about with staff and/or arborist, particularly if they are grand trees and also refer them to Dominion's field contact. Our website contains information regarding tree trimming schedule and contact information www.jamesislandsc.us/tree-trimming

Town of James Island

Bill Woolsey
Mayor



Council Members
Dan Boyles
Cynthia Mignano
Garrett Milliken
Darren Troy Mullinax

December 30, 2019

Dominion Energy
Attn: Legal Department
220 Operation Way
Cayce, South Carolina 29033

RE: Tree Protection Agreement

At the end of November, the Town enlisted the advice of Master Certified Arborist Chris Gerards to begin implementing the requirements set forth in our executed Tree Protection Agreement. We've been very pleased with the availability and cooperation your staff have showed Chris and the Town.

However, many concerns have been raised by Mr. Gerards regarding the trimming techniques employed by Dominion's hired contractor Lewis Tree Service. It is our assertion that the work being done does not live up to ANSI 300 standards.

As such, the Town needs to enforce Article 2.6 of our agreement, **Rehabilitation of Damaged Trees**. The Town needs to coordinate with Dominion on revisiting specific areas of trimming that have occurred since our agreement was enacted on September 9, 2019. The Town would also like to coordinate a workshop with the crews at Lewis Tree Service so that we can feel certain the proper pruning techniques have been adequately relayed to the crews in the field.

Thank you for your prompt attention.

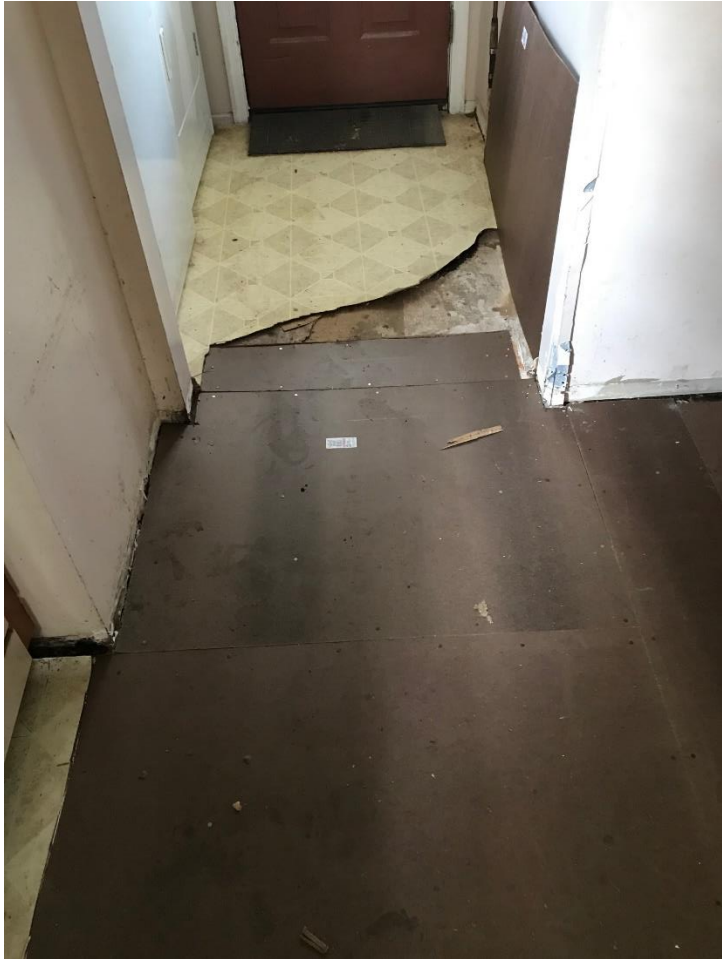
Respectfully,

Bill Woolsey, Mayor

cc: Ashley Kellahan, Town Administrator
Dominion Energy, Government Affairs

www.JamesIslandSC.us

REPAIR CARE Program with Sea Island Habitat – Before and After of a recent project for disabled Veteran



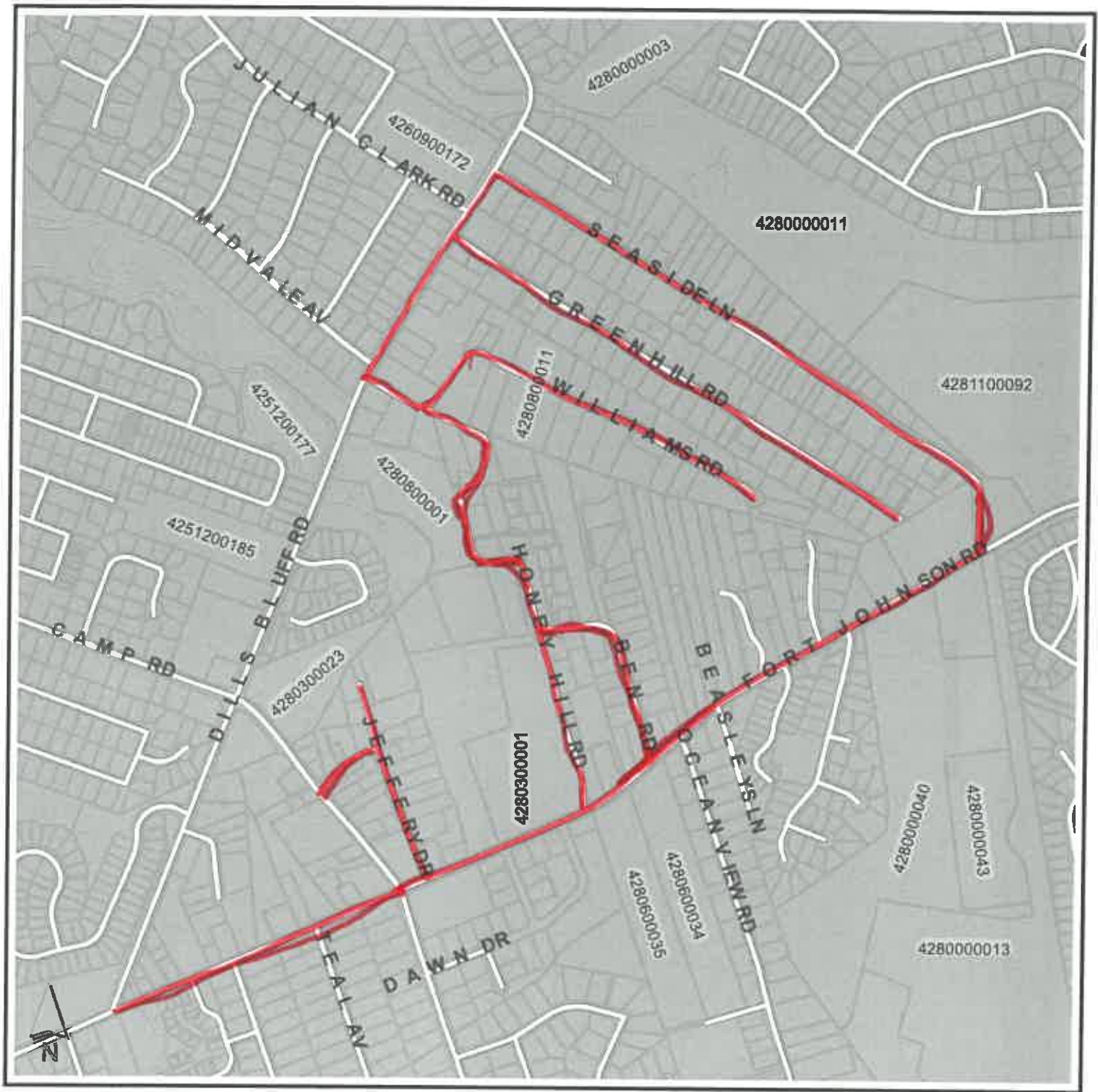
ENHANCED STREET LIGHTING

The Town of James Island, alongside representatives from the Grace Triangle Community Association and Dominion Energy, have been working to improve the street lighting in your neighborhood.

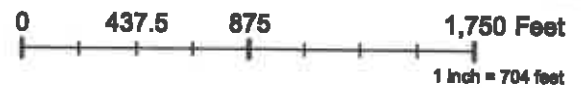
Increased street lighting in your area will help to deter crime and provide residents and law officials with better visibility to protect the property and lives of citizens.

The improved street lighting plan involves added lights to existing poles where a lack of lighting exists. The plan also calls to replace the older amber-colored lights to brighter and more cost-efficient LED lights. In a few locations, new poles and lights will need be placed.

If you have any questions or concerns regarding street lighting around your home, please contact the Town of James Island's Public Works Director Mark Johnson at 843-795.4141 or at mjohnson@jamesislandsc.us



Charleston County SC



Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.



Author: Charleston County SC
Date: 1/2/2019



← ONE WAY

STOP





Town of James Island

% FY Complete 50%

Monthly Budget Report

Fiscal Year 2019-2020

	1st Quarter			2nd Quarter			4th Quarter	TOTAL	BUDGET
	July	August	September	October	November	December			
GENERAL FUND REVENUE									
Accommodations Tax					8,645			8,645	15,000
Brokers & Insurance Tax		1,673	54				97	1,824	620,000
Building Permit Fees		791	2,835	649			1,716	5,991	15,000
Business Licenses	1,919	3,291	26,589	9,890	5,430	16,808		63,928	365,000
Contributions/Donations-Park									
Grant Reimbursement							50,000		5,187
Franchise Fees	149,860			3,798	9,694	37,850		201,202	341,000
Interest Income	220	218	170		207			815	3,000
Alcohol Licenses -LOP									15,550
Local Assessment Fees				910			7	917	3,000
Local Option Sales Tax (PTCF)			99,785	98,191	95,467	85,061		378,504	1,025,000
Local Option Sales Tax (rev)			39,916	39,188	38,728	34,426		152,258	400,000
Miscellaneous		11,540	400	103		50,000		62,043	500
Planning & Zoning Fees	1,326	953	504	579	895	1,029		5,287	12,500
State Aid to Subdivisions					68,307			68,307	260,200
Telecommunications							14	14	30,000
	153,325	18,466	170,254	153,309	227,373	277,008	Total	949,735	3,110,937
							% of Budget		31%

ADMINISTRATION

Salaries	20,248	29,644	19,954	20,412	20,501	25,119		135,877	273,130
Fringe Benefits	7,617	11,259	7,578	7,649	7,704	8,260		50,067	103,500
Copier	319	495	325	325	274	605		2,342	5,000
Supplies	338	232	740	1,187	1,952	670		5,119	6,600
Postage	296		3,678	469	300			4,743	6,000
Information Services	22,688	5,017	566	5,930	1,968	884		37,053	65,000
MASC Membership								-	5,500
Insurance		32,262	1,388		6,470	14,203		54,323	35,000
Legal Services		4,308	7,551	3,838	11,525	900		28,122	50,000
Town Codification						1,632		1,632	2,500
Advertising		51	103	20		71		245	5,000
Audit						16,000		16,000	16,000
Elections								-	
Mileage Reimbursement			28	58	29	31		146	800
Bonding			350					350	2,150
Employee Training / Screening	90							90	850
Dues and Subscriptions								-	1,500
Training & Travel								-	3,000
Employee Appreciation	53	1,172	55	540	29	21		1,869	3,900
Mobile Devices	73	182	74	244	74	176		823	2,300
Bank Charges	201	126	135	138	147			747	2,000
	51,924	84,748	42,523	40,811	50,972	68,571	Total	339,549	589,730
							% of Budget		58%

ELECTED OFFICIALS

Salaries	3,769	5,465	3,769	3,769	3,769	3,769		24,311	50,000
Fringe Benefits	2,409	3,557	2,409	2,410	2,410	3,465		16,659	34,000
Mayor Expense	444	14		60				518	2,000
Council Expense						142		142	4,000
Mobile Devices		178		134		50		362	2,100
	6,622	9,214	6,179	6,373	6,179	7,426	Total	41,992	92,100
							% of Budget		46%

GENERAL OPERATIONS

Salaries	25,778	36,199	25,538	25,417	24,917	28,995		166,845	351,765
Fringe Benefits	8,996	13,120	8,975	8,985	8,915	9,387		58,378	128,360
	34,774	49,319	34,513	34,403	33,832	38,382	Total	225,223	480,125
							% of Budget		47%

PLANNING

Supplies	26	174	37	25				262	600
Advertising		170						170	1,500
Mileage Reimbursement								-	200
Dues and Subscriptions	267							267	1,040
Training & Travel				300				300	1,800
Mobile Devices	55	28	37	38	37	37		232	660
Uniform / PPE								-	500
Planning Commission	250			300		250		800	4,000
Board of Zoning Appeals		150				200		350	4,000
	598	522	74	663	237	287	Total	2,380	14,300
							% of Budget		17%

BUILDING INSPECTION

Mileage Reimbursement								-	500
Community Outreach								-	500
Mobile Devices	55	55	55	76	66	66		372	660
Supplies								-	500
Equipment / Software								-	500
Uniform / PPE								-	250
Dues & Subscriptions				10				10	800
Travel & Training		50	90					140	1,800
	55	105	145	86	66	66	Total	522	5,510
							% of Budget		9%

PUBLIC WORKS

Mileage Reimbursement					(261)			(261)	300
Training & Travel				212				212	1,925
Public Outreach									500
Projects	330	5,824	39,340	8,743	1,951	4,197		60,385	135,800
Mobile Devices	91	83	93	43	537	(7)		839	1,200
Uniform / PPE		97						97	700
Supplies	930	931	48	1,015	95			3,018	5,500
Emergency Management		4,223	7,363	2,725	300			14,611	15,000
Dues and Subscriptions									425
Groundskeeping	3,555	7,319	541	17,359	336	3,991		33,100	50,000
	4,907	18,478	47,384	30,096	2,957	8,180	Total	112,002	211,350
							% of Budget		53%

CODES & SAFETY

Mileage Reimbursement					(37)			(37)	100
Equipment								-	900
Radio Contract						342		342	1,400
Training								-	1,000
Supplies	21	76		26				123	250
Uniform / PPE								-	250
Other Security	53	3,875	3,345	1,325	2,715	1,315		12,630	4,320
Sheriff's Office Contract	25,168	14,975	15,815	16,355	22,670	20,298		115,280	265,460
Deputy Fringes	7,012	4,187	4,403	4,528	6,270	5,592		31,992	73,950
Unsafe Buildings Demolition								-	20,000
Overgrown Lot Clearing								-	4,000
Animal Control				750				750	500
Crime Watch Materials								-	250
Membership/Dues									250
	32,254	23,113	23,564	22,984	31,618	27,547	Total	161,080	372,630
							% of Budget		43%

PARKS & RECREATION

JIRC Contribution								-	4,750
Pinckney Park								-	2,500
Special Events				912		1,981		2,893	10,000
Dock Street Park									1,500
Youth Sports Program				1,100	3,510	300		4,910	14,725
				-	-	1,100	4,422	2,281	Total
								7,803	33,475
								% of Budget	23%

FACILITIES & EQUIPMENT

Utilities	1,862	4,168	1,736	2,549	2,356	2,534		15,205	28,200
Security Monitoring		152		152		76		380	1,200
Janitorial	617	566	617	605	617	587		3,610	7,000
Equipment / Furniture	1,451	809	52	592	40	296		3,240	7,500
Facilities Maintenance	471	75	952	600	396	75		2,569	6,500
Vehicle Maintenance Expense	304	(746)	327	273	2,235	334		2,726	6,000
Fees and Taxes						284			
Generator Maintenance								-	3,500
Street Lights	10,346	10,348	10,348	10,359	10,358	10,359		62,118	154,000
	15,050	15,372	14,032	15,130	16,002	14,546	Total	89,848	213,900
							% of Budget		42%

COMMUNITY SERVICES

Repair Care Program				6,800	2,050		8,850	35,000
Teen Cert Program								500
Drainage Committee								500
History Commission						1,782	1,782	4,880
Neighborhood Council	568	39					606	1,500
Children's Commission					875		875	4,000
Community Service Contributions					30,000		30,000	30,000
	568	39	30,875	6,800	3,832	Total	42,113	76,380
						% of Budget		55%

INFRASTRUCTURE								
Quail Drive Sidewalk	61200						61200	61200
Dills Bluff Sidewalk Phase II			28340	20236	300		48876	69270
Dills Bluff Sidewalk, Phase III & IV					9500		9500	26500
Lighthouse Point Blvd Sidewalk and Drainage Phase I							0	55000
Regatta Road Sidewalk							0	17000
Town Hall - Second Floor							0	45000
Town Hall Sidewalks to Hillman and to Camp						2800	2800	211500
Capital Improvement Projects	3985		3985				7970	100000
Traffic Calming Projects			3830	6085	9141	8010	27066	30000
							0	
PARK IMPROVEMENTS								
Pinckney Park	2576	150	-4858	5300	211	147759	151138	347775
Greenbelt Park Project	2250	26025	-2250			2743	28768	63750
DRAINAGE PROJECTS								
Greenhill/Honey Hill Drainage Phase i		8000	8000	18163	3900	30538	68600	49657
Lighthouse Pt. Sdwalk & Drainage Phase 1								55000
Oceanview Stonepost Drainage Basin					9772	11047	20818	20000
Hazard Mitigation Project								150000
Drainage Improvement Projects				4000	2000		6000	50000
Santee St. Drainage Improvements		6400		3200			9600	75600
	70,011	40,575	37,047	56,984	34,824	202,896	Total	442,336
							% of Budget	31%

TREE MITIGATION FUND

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

JAMES ISLAND PRIDE

James Island Pride revenue/donations								391	3,100
Jsmes Island Pride expense	-	58	175	31	112	256		(632)	
Helping Hands Donations								423	400
Helping Hands Expense		150	260	63				473	
							Total		-



Town of James Island

Memo

To: Mayor and Town Council
From: Ashley Kellahan, TA
Date: Jan 10, 2020
Re: Schooner Drive Traffic Calming

- Town Council deferred decision at their Dec. Council meeting on the request made by Lighthouse Point Civic Club to install 3 speed humps along Schooner Rd.
- Council requested that staff mail letters to all impacted properties to ensure comprehensive feedback.
- Overall, there are 121 properties that are directly impacted by the requested project.
 - See attached area map.
- On Dec. 23, 2019, 100 letters were mailed to residents. Letters were not mailed to residents who were already petitioned by the Civic Club.
 - See attached letter
- In total, there were 86 responses out of the 121 properties impacted.
 - 43 properties voted in opposition (4 are on targeted stretch of Schooner)
 - 38 properties voted in support (24 are on targeted stretch of Schooner)
 - 5 responses were undecided and/or received conflicting data



Town of James Island
South Carolina



Schooner Road

Traffic Calming
01/10/2020



Town of James Island

Bell Woolsey
Mayor



Council Members
Dan Boles
Cynthia Mignano
Garrett Milliken
Darren Troy Mullinax

RESIDENT

James Island, SC 29412

Re: Schooner Rd. Traffic Calming

Dear Resident:

The Town of James Island is reaching out to you regarding a recent traffic calming project that has been conducted in the Lighthouse Point neighborhood at the request of the Lighthouse Point Civic Club leadership. Traffic studies were conducted, and they show traffic calming devices are warranted. Traffic Engineers with the firm of Weston & Sampson recommended a plan to Town Council detailing the installation of 3 speed humps along Schooner Rd. Town Council has requested additional input from residents beyond the initial Schooner Rd. residents that were originally petitioned. Residents who already submitted a petition to the Civic Club will not receive this letter to ensure no residence is counted twice.

Attached to this letter is the recommended plan. Please tell us if you are in support, or against. There are several ways to submit your feedback:

1. Email akellahan@jamesislandsc.us and provide your feedback.
2. Call Town Hall at 843.795.4141 to speak with Ashley Kellahan. If unavailable, please leave a detailed message with your feedback.
3. Mail a response to Town Hall at PO Box 12240, Charleston, SC 29422.
4. Come visit Town Hall and submit your feedback to the Receptionist or Ashley Kellahan.

***Only information needed is your Address and whether you are in Support or Against**

If you wish to also address Town Council directly, please attend the Jan. 16th Town Council meeting at 7 pm in Council Chambers at 1122 Dills Bluff Rd and sign in to speak.

Thank you for your feedback. **Please submit your response by Thursday, Jan. 9th at 5pm.**

Respectfully,



Ashley Kellahan, Town Administrator

www.JamesIslandSC.us

Schooner Rd. Attachments from Dec. Council Meeting

Brook Lyon, President
Lighthouse Point Civic Club
669 Port Circle
James Island, SC 29412
843-762-6932

Mayor Bill Woolsey
James Island Town Council
1122 Dills Bluff Road
James Island, SC 29412

December 10, 2019

Dear Mayor Woolsey and Members of Town Council,

Thank you so much for conducting the most recent traffic study and recommendations regarding the speeding problem on Schooner Road. For the entire past 22 years I have lived in Lighthouse Point, speeding on Schooner Road has been a problem. I have been involved with the Lighthouse Point Civic Club, our Neighborhood Association, for the past 15 years. Every year at our Annual Meeting speeding and safety on Schooner Road has come up. I have copies of meeting minutes going back to 2004 addressing this problem. In the minutes from 2004 it was suggested that we ask then mayor Mary Clark for a stop sign right in the middle of Schooner. In the minutes from 2005, residents along Schooner were asking for speed humps. These are just a few (and oldest) documented examples of residents asking for help.

In the years I have been involved with the Lighthouse Point Civic Club, we have had a dog hit, a cat killed and a serious automobile accident when someone backed out into Schooner and was t-boned by a speeding car. There have been many other close calls I have been told about and have experienced personally. I used to walk my dog and ride my bike along Schooner. I stay away from Schooner now as it is too dangerous.

Over the years the problem has gotten worse and worse because of all the additional development in the back of the neighborhood. Since I became President of the Civic Club in 2004, we have had 27 additional houses built in "the back" of our neighborhood in Lighthouse Point. There are two more currently under construction. There are 14 more lots left to build on. In addition, the gated community called Belle Terre in the City of Charleston has a back entrance that you must traverse down Schooner Road to access. This subdivision within our subdivision often directs their contractors to use their back gate and many of their residents do as well. There are 14 new houses in Belle Terre, three under construction, and 11 lots. These additional 46 houses have added many more vehicles that drive up and down Schooner. In addition to the traffic from new residents, there is an increase in contractor and delivery traffic. This will only increase with the additional 25 lots that will be developed in the future.

We also have had many new young families with children move into our neighborhood, many of them on Schooner Road between the Indian Mound and Galleon. Currently there are 42 children and grandchildren that either live on Schooner Road or visit frequently.

Four traffic studies have been completed on Schooner, one in 2014, two in 2016 and most recently a few months ago (2019). As you can see from the enclosed studies, some of the speeds have been in excess of 70 and 80 mph. The results from all four of these studies have recommended speed humps for Schooner Road. Because of opposition against speed humps from some of our neighbors who live in the back of the neighborhood (those who live not directly on Schooner but who have to travel it daily) we have tried all other traffic calming measures possible to no avail.

We have had a radar sign in place that shows how fast you are going. We have had the Sheriff's Department patrol and pull people (which upset the people who got pulled). We have changed our neighborhood speed limit from 30 mph to 25 mph and had the Town and SCDOT post new speed limit signs. We as a neighborhood have purchased our OWN signs and posted them. Residents have bought and posted their own signs. I have included photos of signs installed by the Town, the Civic Club and residents. Some residents have even run out and yelled at speeding drivers creating a very volatile situation.

None of this has worked to solve the Schooner Road speeding problem. We need a solution that will be there **24/7 PLEASE!** Obviously the inconvenience of a few seconds per trip in or out of the neighborhood is negligible when you compare it to the safety of our children, our residents and animals.

I have spoken to residents on Mikell Drive, North Shore Drive and Jordan Street who all attest to how the recent installation of speed humps have made a huge difference and worked well stopping the speeding along their streets. I have included letters from them as well as letters from residents in our neighborhood.

I ask you to **PLEASE** move forward with the installation of the three low profile speed humps on Schooner Road as recommended by the engineering firm in order to finally stop this speeding problem once and for all and insure the safety of our children, our residents and animals. Thank you so much for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Brook Lyon".

Brook Lyon

Brook Lyon, President
Josh Evans, Vice President
Danielle Campbell, Secretary
Lisa Morris, Treasurer
Lighthouse Point Civic Club
% 669 Port Circle
James Island, SC 29412
843-762-6932

Mayor Bill Woolsey
James Island Town Council
1122 Dills Bluff Road
James Island, SC 29412

October 18, 2019

Dear Mayor Woolsey and Members of Town Council,

We, the undersigned elected officers of the Lighthouse Point Civic Club, support the installation of the three low profile speed humps as recommended by the engineering firm hired by the Town to address the results of the past four traffic studies conducted by the Town of James Island and the SCDOT which all recommend permanent traffic calming measures for this long straightaway portion of Schooner Road.

Sincerely,



Brook Lyon, President
843-762-6932



Josh Evans, Vice President
843-452-0204



Lisa Morris, Treasurer
843-224-3281



Danielle Campbell, Secretary
843-795-7755

Ashley,

As we discussed, we surveyed the homes along the effected area of Schooner Road to see what kind of support there is for the three low profile speed humps recommended by the engineering firm.

Here are the results from the survey. I have also included documentation for each address. Chris Moore and Meredith Kolaski helped going door to door showing the engineering and traffic studies to the residents who were unable come to the meeting on September 30th and I have noted which residents they talked to.

As you can see there is overwhelming support for these three low profile speed humps. I hope the Mayor and Council takes that into account and approves the funding so we can move forward with traffic calming for our residents who live along this long stretch that is often a racetrack.

Thank you so much for your help in this matter.

Brook

Schooner Road Survey - North Side - Between Creekside and Galleon

698 Creekside (corner of Creekside and Schooner)	DeStephano	support
692 Schooner- would not answer door	Floyd	unable to contact
688 Schooner	Gerth	support
682 Schooner	Perkins	support
676 Schooner	Moody	support
672 Schooner	Evans	support
668 Schooner	Forsberg	support
662 Schooner	Conger	support
658 Schooner	Perry	support
652 Schooner	Pietrowski	support
648 Schooner	Feuerbach	support
642 Schooner	O'Keefe	support
638 Schooner	Millings	support
632 Schooner	Perron	support
628 Schooner	Pope	support
622 Schooner	Durante	support
618 Schooner	Logan	undecided
614 Schooner	Kolaski	support
610 Schooner	Mock	support
606 Schooner- would not answer door	Greenhill	unable to contact
602 Schooner	Bishop	support

Schooner Road Survey - South Side - Between Leeward and Galleon

713 Schooner	Schwake	support
709 Schooner	Earle	support
1033 Windward (corner of Windward/Schooner)	Hubbard	support
1028 Windward (corner of Windward/Schooner)	Pridgen	support
691 Schooner	Blackburn	against
687 Schooner	Lauzon	against
673 Schooner	Campbell	support
669 Schooner	Moore	support
659 Schooner	Callahan/Beril	support
657 Schooner	Evans	support
655 Schooner	Evans	support
649 Schooner	Willis	support
645 Schooner	De Haven	support
641 Schooner	Vouwie	against
637 Schooner	Wilmeth	support
633 Schooner	Droney	support
629 Schooner - house abandoned	Benton	unable to contact
623 Schooner - resident moved	Evans	unable to contact
619 Schooner	Malecky	support
615 Schooner	Wiggins	support
611 Schooner	Smith	support
607 Schooner	Lehman	support

35 support
 3 against
 4 unable to contact
 1 undecided



Schooner Road Traffic Calming

JEFF SANTACRUCE, PE, PTOE

MEGHAN MOODY, PE

Agenda

- ▶ Project scope
- ▶ Schooner Road traffic concerns
- ▶ Town Traffic study results
- ▶ SCDOT minimum requirements
- ▶ Recommended solution
- ▶ Receive Feedback

Project Scope

- ▶ Conduct a field review
- ▶ Provide traffic calming recommendations
- ▶ Hold public information meetings
- ▶ Prepare conceptual plans & cost estimates
- ▶ Prepare plans, details, and permit applications
- ▶ Provide construction admin & inspection



Schooner Road Traffic Concerns

- ▶ Complaints received
 - ▶ Speeding reported
 - ▶ Safety concerns

Traffic Study Results

- ▶ April 29 – May 6, 2014
 - ▶ Average Daily Count: 483 vehicles
 - ▶ 85th percentile speed: 33 MPH
 - ▶ Highest speed recorded: 80-99 MPH
- ▶ January 11 – 16, 2016
 - ▶ Average Daily Count: 2,282 vehicles
 - ▶ 85th percentile speed: 34.5 MPH
 - ▶ Highest speed recorded: 80-99 MPH
- ▶ February 16 – March 1, 2016
 - ▶ Average Daily Count: 1,440 vehicles
 - ▶ 85th percentile speed: 34.2 MPH
 - ▶ Highest speed recorded: 80-99 MPH
- ▶ April 17 – 28, 2019
 - ▶ Average Daily Count: 426 vehicles
 - ▶ 85th percentile speed: 30.5 MPH
 - ▶ Highest speed recorded: >70 MPH

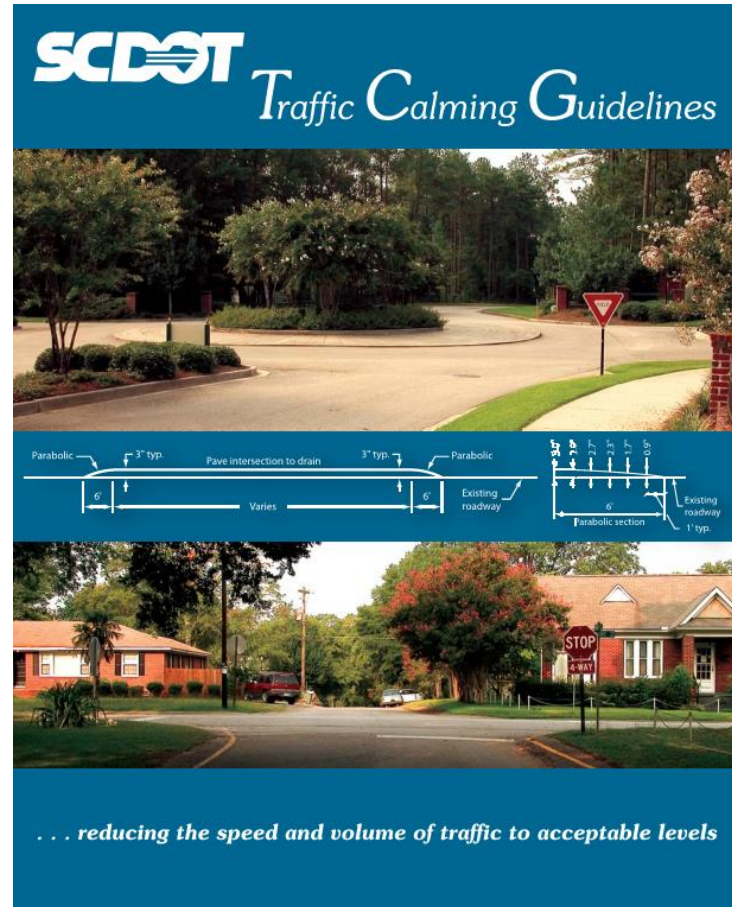
SCDOT Traffic Calming Options

- ▶ Speed Humps
 - ▶ Flat topped
 - ▶ Parabolic
- ▶ Raised Crosswalks and intersections
- ▶ Traffic Circles and Roundabouts
- ▶ Raised Landscaped Median
- ▶ Road Closures
- ▶ Reduced Lane Widths



SCDOT Minimum Requirements

- ▶ SCDOT Traffic Calming Guidelines, 2006, pg. 6 Speed Humps:
 - ▶ Local residential or minor collector
 - ▶ Speed limit less than 30 MPH
 - ▶ Tow-lane roadway
 - ▶ Not a primary access to commercial or industrial site
 - ▶ Traffic volume less than 4000 AADT
 - ▶ Within Urban District



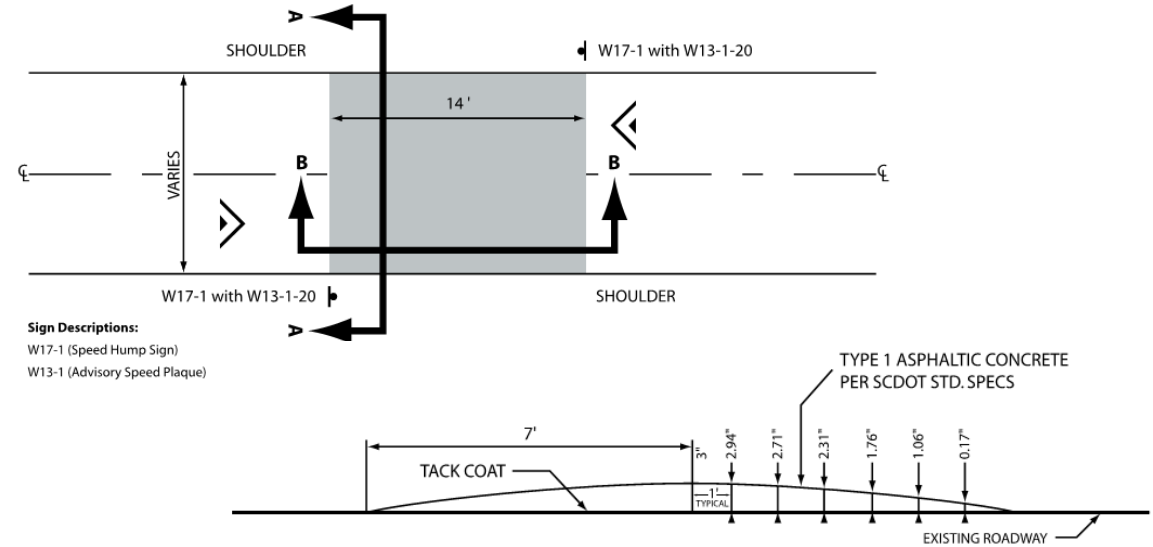
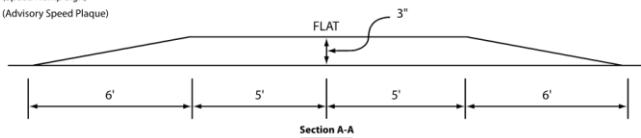
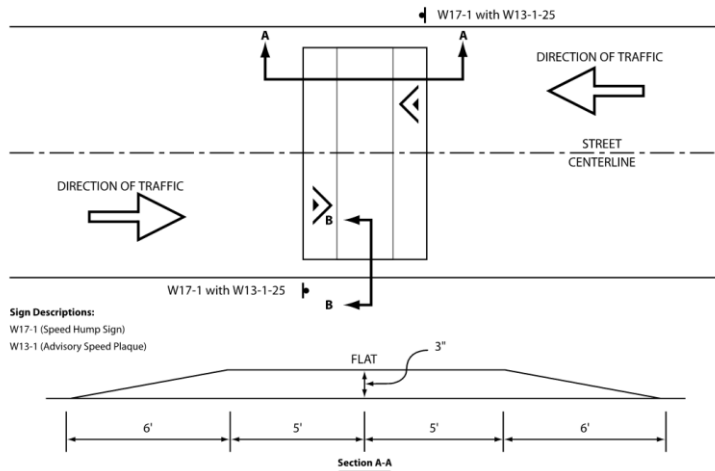
The image shows the cover of the SCDOT Traffic Calming Guidelines. At the top, the SCDOT logo is on the left, and the title "Traffic Calming Guidelines" is in a serif font on the right. Below the title is a photograph of a residential street with a speed hump and a yield sign. Underneath the photo is a technical diagram of a speed hump cross-section. The diagram shows a parabolic hump with a 3-foot typical height and a 6-foot width. It also shows a "Pave intersection to drain" section and an "Existing roadway" section. To the right of the diagram is a "Parabolic section" diagram with a 1-foot typical height and a 6-foot width. At the bottom of the cover is another photograph of a residential street with a stop sign and a "2-WAY" sign. The bottom of the cover features the text: "... reducing the speed and volume of traffic to acceptable levels".

SCDOT Traffic Calming Guidelines

... reducing the speed and volume of traffic to acceptable levels

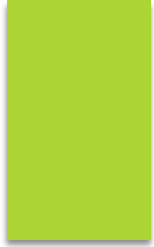
Recommended Solution

- ▶ Speed humps
 - ▶ 3 locations
 - ▶ Spaced approx. 350' apart
 - ▶ Parabolic vs. Flat



Recommended Solution

- ▶ Potential Impacts
 - ▶ Speeds reduced between 20-25 percent between humps
 - ▶ Average speed over 22ft speed hump is 15 mph, 18 mph (85th percentile)
 - ▶ Minor impacts to emergency vehicles
 - ▶ Approx. delay between 3-5 sec for fire apparatus
 - ▶ Approx. delay between 10 sec for ambulance with patients
 - ▶ Drainage impacts (not anticipated here)
 - ▶ No anticipated vehicle clearance issues if designed and built per SCDOT standards



Recommended location for Speed Hump

Recommended location for Speed Hump

Recommended location for Speed Hump

+/- 350 ft

+/- 350 ft

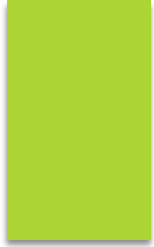
+/- 500 ft

+/- 500 ft

+/- 350 ft

Schooner Road

Starboard Rd



Town of James Island

Neighborhood Traffic Study

Schooner Road (S-1150), Lighthouse Point

The Town of James Island Public Works Department conducted a study on Schooner Road (S-1150), a road under the ownership and maintenance of SCDOT, in order to determine if traffic calming measures are warranted and to possibly recommend which methods would be most effective. A traffic counter device (PICOCount 2500) was placed at a midpoint on Schooner Road for an 8 day period from 29 April 2014 to 6 May 2014. Volume, speed, direction of travel and vehicle types were recorded.

Schooner Road is a straight, 22 foot wide road from Windward Road (S-1714) to Galleon Road (S-2039) a distance of approximately 2112 feet or 0.4 miles. It has a mix of open ditch, swale and HDPE pipe with drop inlet drainage structures. There are only residential properties along this route. The posted speed limit in the neighborhood is 25 MPH, posted at the entrance to the neighborhood with supplemental "All Residential Streets" plates.

The 8 day count was 3870 total vehicles resulting in an Average Daily Volume of 483 vehicles. The highest speed recorded was one vehicle at 80-99 MPH (westbound, 6 May at 1300-1359) and 157 vehicles traveling the lowest recorded metric of 5-14 MPH. One third of the recorded vehicles, 1157 vehicles, were traveling at speeds above 35 MPH, which law enforcement considers excessive. The average speed recorded through the study period was 27.4 MPH and the average of the 85th percentile for all vehicles over the study period was 33 MPH. The 85th percentile is a statistical measure used by traffic engineers to determine what most prudent drivers find to be an appropriate and comfortable speed.

SCDOT Eligibility Criteria:

Schooner Road is a local residential road with a speed limit less than 30 MPH and is a two lane road. Traffic volume is less than 4000 AADT and is located in an urban district as defined by the South Carolina Code of Laws, Section 56-5-1520.

Recommendations:

The Town of James Island Public Works Department, based on the observed data and SCDOT criteria, recommends that speed hump traffic calming devices be installed on Schooner Road. We would further recommend that the "Trafficop" type speed cushion be used in this application. SCDOT uses this device in Columbia and Greenville.

Mark Johnson
Public Works Director
Town of James Island

Town of James Island

Neighborhood Traffic Study

Schooner Road (S-1150), Lighthouse Point

The Town of James Island Public Works Department conducted a study on Schooner Road (S-1150), a road under the ownership and maintenance of SCDOT, in order to determine if traffic calming measures are warranted and to possibly recommend which methods would be most effective. A traffic counter device (PICOCount 2500) was placed at a midpoint on Schooner Road for a 6 day period from 11 January 2016 to 16 January 2016. Volume, speed, direction of travel and vehicle types were recorded.

Schooner Road is a straight, 22 foot wide road from Windward Road (S-1714) to Galleon Road (S-2039) a distance of approximately 2112 feet or 0.4 miles. It has a mix of open ditch, swale and HDPE pipe with drop inlet drainage structures. There are only residential properties along this route. The posted speed limit in the neighborhood is 25 MPH, posted at the entrance to the neighborhood and on Schooner Road facing West Bound traffic.

The 6 day count was 13692 total vehicles resulting in an Average Daily Volume of 2282 vehicles. The highest speed recorded was one vehicle at 80-99 MPH () and 709 vehicles traveling the lowest recorded metric of 5-14 MPH. 4% of the recorded vehicles, 550 vehicles, were traveling at speeds above 35 MPH, which law enforcement considers excessive. The average speed recorded through the study period was 28.5 MPH and the average of the 85th percentile for all vehicles over the study period was 34.5 MPH. The 85th percentile is a statistical measure used by traffic engineers to determine what most prudent drivers find to be an appropriate and comfortable speed.

SCDOT Eligibility Criteria:

Schooner Road is a local residential road with a speed limit less than 30 MPH and is a two lane road. Traffic volume is less than 4000 AADT and is located in an urban district as defined by the South Carolina Code of Laws, Section 56-5-1520.

Recommendations:

The Town of James Island Public Works Department, based on the observed data and SCDOT criteria, recommends that speed hump traffic calming devices be installed on Schooner Road.

Mark Johnson
Public Works Coordinator
Town of James Island

Town of James Island

Neighborhood Traffic Study

Schooner Road (S-1150), Lighthouse Point

The Town of James Island Public Works Department conducted a study on Schooner Road (S-1150), a road under the ownership and maintenance of SCDOT, in order to determine if traffic calming measures are warranted and to possibly recommend which methods would be most effective. A traffic counter device (PICOCount 2500) was placed at a midpoint on Schooner Road for a 15 day period from 16 February 2016 to 1 March 2016. Volume, speed, direction of travel and vehicle types were recorded.

Schooner Road is a straight, 22 foot wide road from Windward Road (S-1714) to Galleon Road (S-2039) a distance of approximately 2112 feet or 0.4 miles. It has a mix of open ditch, swale and HDPE pipe with drop inlet drainage structures. There are only residential properties along this route. The posted speed limit in the neighborhood is 25 MPH, posted at the entrance to the neighborhood and on Schooner Road facing West Bound traffic.

The 15 day count was 21605 total vehicles resulting in an Average Daily Volume of 1440 vehicles. The highest speed recorded was one vehicle at 80-99 MPH (3) and 922 vehicles traveling the lowest recorded metric of 5-14 MPH. 4% of the recorded vehicles, 859 vehicles, were traveling at speeds above 35 MPH, which law enforcement considers excessive. The average speed recorded through the study period was 28.6 MPH and the average of the 85th percentile for all vehicles over the study period was 34.2 MPH. The 85th percentile is a statistical measure used by traffic engineers to determine what most prudent drivers find to be an appropriate and comfortable speed.

SCDOT Eligibility Criteria:

Schooner Road is a local residential road with a speed limit less than 30 MPH and is a two lane road. Traffic volume is less than 4000 AADT and is located in an urban district as defined by the South Carolina Code of Laws, Section 56-5-1520.

Based on the data gathered, Schooner Road meets the SCDOT criteria for speed humps.

Mark Johnson
Public Works Director
Town of James Island

Town of James Island Neighborhood Traffic Study

Schooner Road, S-1150 (4/17 through 4/28, 2019)

The Town of James Island Public Works Department conducted a study on Schooner Road, a road under the ownership and maintenance of the SCDOT, in order to determine if traffic-calming measures are warranted and to possibly recommend which methods would be most effective. A tube counter (TrafficViewer Pro) was placed at 632 Schooner for a period of 12 days, from the 17th until the 28th of April, 2019. The volume, speed, and direction of traffic were recorded.

Schooner Rd. is a straight road running East to West. It is approx. 25 feet wide and 0.41 miles long, and is entirely residential. Schooner Road has culvert and open ditch drainage structures with outfall to the tidal marsh. The posted speed limit is 25 mph.

The location of the tube counter was as follows: approx. 717 feet from the western end of Schooner Road. The counter was placed on a power pole on the right of way so that it could be securely locked.

The 12-day count was 5,115 vehicles resulting in an average daily volume of 426.25. The highest recorded speeds were of 2 vehicles traveling at excess of 70 mph, with a total of 837 vehicles going over 30 MPH, which is 5 MPH over the posted speed limit.

The total average speed and 85th percentile were 25.8 mph and 30.5 mph, respectfully. The daily volumes were consistent throughout the week, as well as the 85th percentiles and mean speeds.

The 85th percentile is a statistical measure used by traffic engineers to determine what most prudent drivers find to be an appropriate and comfortable speed.

SCDOT Eligibility Criteria:

Schooner Road is a local residential road with a speed limit of less than 40 mph and only 2 lanes. Traffic volume is less than 4000 AADT and is located in an urban district, as defined by the South Carolina Code of Laws, Sec. 56-5-1520.

Public Works Department
Town of James Island

Town of James Island
Lighthouse Point Civic Club Public Meeting
for Schooner Road Traffic Calming Findings & Recommendations
September 30, 2019 @ 6 PM

MEETING MINUTES

The meeting opened with introductions from Mayor Bill Woolsey for Weston & Sampson engineers Jeff Santacruce (traffic engineer) and Meghan Moody (project manager). A presentation by Jeff Santacruce covered the project scope, findings from traffic studies conducted by SCDOT and the Town, recommended solutions for traffic calming measures, and a conceptual plan of the recommended speed hump installation. At the conclusion of the presentation, the Mayor turned over the meeting to the Civic Club President, Brook Lyon, to proceed with the open comment period.

Brook Lyon – Civic President – Opening Remarks

- Outlined ground rules for the comment period
 - Each person signed up to speak will have a turn in the order of the signup sheet
 - There will not be any interruptions of the speaker during their turn
 - All speakers will limit their comments to 2 to 3 minutes to ensure everyone is heard in a timely manner
- Outlined her perspective in an opening statement
 - Speeding and safety have been an annual concern since 2004
 - Stop signs requested in 2004
 - Speed humps requested since that time
 - A dog has been hit and a cat killed by vehicles on Schooner Rd
 - A car was T-boned while backing into the street on Schooner Rd
 - Things that have been done:
 - Radar sign
 - Sheriff's department presence
 - Speed limit decreased to 25 mph from 30 mph
 - New posted speed limit signs
 - Previously stated opposition to speed humps include:
 - Inconvenience
 - Emergency vehicle response time
 - Increased insurance premiums
 - Damage to recreational vehicles
 - Brook stated she reached out to emergency service responders and her own insurance agent to confirm that speed humps did not significantly impact emergency response time or cause insurance premiums to increase.

- In conclusion, Brook requested the speed humps be installed

Bill Lyon – 669 Port Circle

- Is for speed hump installation
- During his remarks:
 - He pointed out the benefit of being a cul-de-sac neighborhood allowing for outdoor walking without through traffic.
 - He stated safety concerns on Schooner Rd cuts off that section from the rear section of the neighborhood and prevents those residents from enjoying the outdoor areas as much as the rest of the neighborhood areas

Joel Lista – 523 Schooner Rd

- Is against speed hump installation
- During his remarks:
 - Referenced parenting and preventing children from playing in the front yards or street as the appropriate measure
 - He expressed strong disbelief of the speeds recorded during the traffic studies

Michael O'Keefe – 642 Schooner Rd

- Is for speed hump installation
- During his remarks:
 - Asked if Weston & Sampson was hired by the Town—the Mayor responded in the affirmative
 - Asked for copies of SCDOT information and recommendations (now attached to these meeting minutes)
 - Asked if speed humps are the best option—his response was that he didn't know but that he thinks its been too long for a solution to the speeding issue

Harlan “Woody” Wood– 558 Lynne Ave

- Is for speed hump installation
- During his remarks:
 - Stated he uses cruise control to ensure he goes 25
 - Stated that he has a line of people held up behind him because they're trying to go faster
 - Regarding the speed humps he said he doesn't like them but thinks the safety provided outweighs not having them

Gene McIntosh – 550 Seaward

- Is against speed hump installation
- During his remarks:
 - Very strongly objected to speed humps
 - Referenced being in and out of the neighborhood often and does not want the inconvenience of the speed humps
 - He tows boats and trailers and dislikes going over speed humps with them

- Has kids & commiserated with the safety concerns for children living on Schooner Rd

Nick Kvestad – 321 Schooner Rd

- Is against speed hump installation
- During his remarks:
 - Believes the speed humps would be unsightly
 - Wants enforcement to be the preferred solution
 - Does not believe speed humps will solve the problem

Linde Mills – 565 Schooner

- Is against speed hump installation
- During her remarks:
 - Believes the data is skewed
 - Cited crash as not a good reason for installation
 - Asked: how is the decision being made? What is the point of our comments? Are we wasting our time? – Is this a done deal? Mayor Woolsey responded that the decision would be made by the Town Council with input from the community. He encouraged concerned residents to attend the Council meeting where the vote would be taken and that it would most likely occur in November.

Laney Mills – 565 Schooner

- Is against speed hump installation
- During his remarks:
 - Does not appreciate the town wasting his time on something that is a done deal
 - Believes the 85th at 33-35 mph is probably typical (at 10 mph over) for all of Charleston

Ray Patterson – 667 Cedar Point Dr

- Is against speed hump installation
- During his remarks:
 - Thought there were not enough speed humps – 500' is too far for speed control
 - Never sees people speeding

Sue Lawly – 565 Seaward

- Is against speed hump installation
- During her remarks:
 - Children should be taught how to address traffic in the street
 - Adults should be taught how to address traffic in the street
 - Regulated sidewalks would provide a place to walk safely
 - Refuted that those in the back are speeding
 - Does not want emergency vehicles slowed

- Asked if there would be a written comment period – Response from the Mayor was that a written comment period was not planned, this public meeting served as the comment period

Glenn Lawly – 565 Seaward

- Is against speed hump installation
- During his remarks:
 - Believes the speed hump installation will happen anyways
 - Reason for being against speed humps was ambulance needing to come to a stop

Frank Edwards – 555 Schooner

- Is against speed hump installation
- During his remarks:
 - Reasons for being against:
 - Emergency vehicles slowed
 - Increased cost of insurance
 - Decrease property value – less attractive sells
 - Increased fuel cost / Increased pollution
 - 3 humps on Schooner seems excessive, reference Dills Bluff 2 miles long and only 2 humps
 - Wants other alternatives looked at, proposed:
 - Does not believe traffic cops are being tough enough
 - Center islands
 - Pinch points
 - Optical speed bars
 - Rumble strips
 - Rubber speed humps / Split humps / Liquid speed humps

Michele Durante – 622 Schooner Rd

- Is for speed hump installation
- During her remarks:
 - Cited her kids as reason for wanting speed humps

Miranda DeHaven – 645 Schooner Rd

- Is for speed hump installation
- During her remarks:
 - She's seen speeding
 - Believes its contractors and people that do not live there
 - Wants a permanent solution
 - Does not want sheriff's department bearing the cost

Andrew Kolaski – 614 Schooner Rd

- Is for speed hump installation

- During his remarks:
 - Witnessed “shenanigans” middle of the day, most shocking was two racing trucks
 - Wants it addressed because it is a safety problem; he has kids
 - Seems like there is a high volume of traffic for the size of the neighborhood

Meredith Kolaski – 614 Schooner

- Is for speed hump installation
- During her remarks:
 - She said she can hear people at night racing
 - Wants it to be safer

Russ Feuerbach – 648 Schooner

- Is for speed hump installation
- During his remarks:
 - Thanked mayor for fixing flooding problem
 - Said the humps are too far apart, wants four speed humps

Hawk Moore – 669 Schooner

- Is for speed hump installation
- During his remarks:
 - Blames delivery trucks
 - Waste of sheriff’s time
 - Wants something done
 - Believes the speed humps are not a problem for cars traveling at 25 mph

Bill Youngblood – 613 Seaward Drive

- Is against speed hump installation
- During his remarks:
 - Does not believe the data
 - Even the residents on Schooner Rd are divided between for and against
 - Thinks Schooner Rd is not the only place that should have speed humps if you want to slow people down. If you do it on Schooner Rd, expand the scope all the way to Ft. Johnson Road
 - Wants law enforcement to give citations

Cynthia Mignano – 963 Foxcroft in Harbor Woods

- Is for speed hump installation
- During her remarks:
 - Went through similar issues in Harbor Woods – wanted to pass on perspective and experience
 - Harbor Woods made every intersection an all way stop
 - Has seen a decrease in traffic and speeding as a direct result

Guy Mossmon – 603 Seaward

- Is against speed hump installation
- During his remarks:
 - Does not want anyone hurt
 - Wanted a vote on the issue
 - Protested cost to the Town

Robert Wilds – 623 Seaward

- Is against speed hump installation
- During his remarks:
 - Is the police presence a waste of time? (Rhetorical question)
 - What other options have been looked at or done
 - Increased traffic control
 - Signs
 - Type of humps important for car damage concerns (His car is too low to the ground for speed humps)
 - Does not want children hurt

Tom Robinson – 541 Schooner Rd

- Is for speed hump installation
- During his remarks:
 - Does not have speeding at his house because of being in the back
 - Not for but believes they may work where other efforts have thus far failed, so therefore he is for the speed humps
 - Police are not the option that makes sense
 - Called for anger to be controlled and that coming together will help solve the problem

Jimmy Warren – Was signed up to speak but did not

At the conclusion of the open comment period, Brook announced that there were 12 people who spoke for speed humps and 12 people who spoke against speed humps—a clear indicator of how divided the community was on the issue. Mayor Woolsey restated the next steps were completion of recommendations and design plans by Weston & Sampson followed by their presentation to Council for a decision. Attendees were reminded to seek an opportunity to provide their feedback to their Council representative and that they were welcome to attend the deciding Council meeting and give their feedback there.



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE PROPOSAL

PROPOSAL #: Task Order #3

DATE: January 9, 2020

To: Ashley Kellahan
Town Administrator
Town of James Island

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

RE: Regatta/Grand Concourse/Stillwater Sidewalk Project- Phase 1

BY: Herbert W. Gilliam, P.E.

SCOPE OF SERVICES:

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, implementation and services during construction of sidewalks along Regatta/Grand Concourse/Stillwater Roads – Phase 1 project.

Total length is approximately 2000 LF. Breakdown of the fee is as follows:

- (1) Survey (Regatta, Grand Concourse, Stillwater): \$ 6300
- (2) Design Development w/Opinion of Probable Cost: \$5500
- (3) Council Presentation: \$1500
- (4) Construction Documents & Permitting (SCDOT & SCDHEC Land Disturbance): TBD
- (5) Bidding Services: TBD

Total: \$13,300 (Lump Sum)

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

Sincerely,

JOHNSON, LASCHOBBER & ASSOCIATES, P.C.

Herbert W. Gilliam, PE

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

Accepted by:

[Signature]

[Date]

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

Telephone: 843-619-4656
FAX: 706-724-3955

Web Site: www.theJLAgroun.com

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





211 North Lindbergh Blvd.
 St. Louis, MO 63141
 888.535.5005 tel
 314.754.0835 fax
 specify@anovafurnishings.com
 anovafurnishings.com



Material

The 30-gallon receptacle is composed of recycled, .5" x 2.5", plastic slats which are riveted to three inner steel bands for maximum support. The natural colored slats never need refinishing. The receptacle features a vacuum formed high-density polyethylene push-door top with embossed "THANK YOU" message. The top lifts off for easy waste disposal. The receptacle top also includes a 14" web security strap.

The reusable plastic liner is made of black high-density polyethylene.

The receptacle is designed to be portable, allowing for flexibility in placement.

Finish

The recycled resin slats never need painting or staining throughout the receptacle's life.

Color

See website or sales representative for color choices.

Assembly

The receptacle arrives fully assembled for immediate use on site.

Maintenance

Maintenance-free. To clean, spray with a power washer.

Warranty

20-year limited structural warranty on recycled plastic from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.

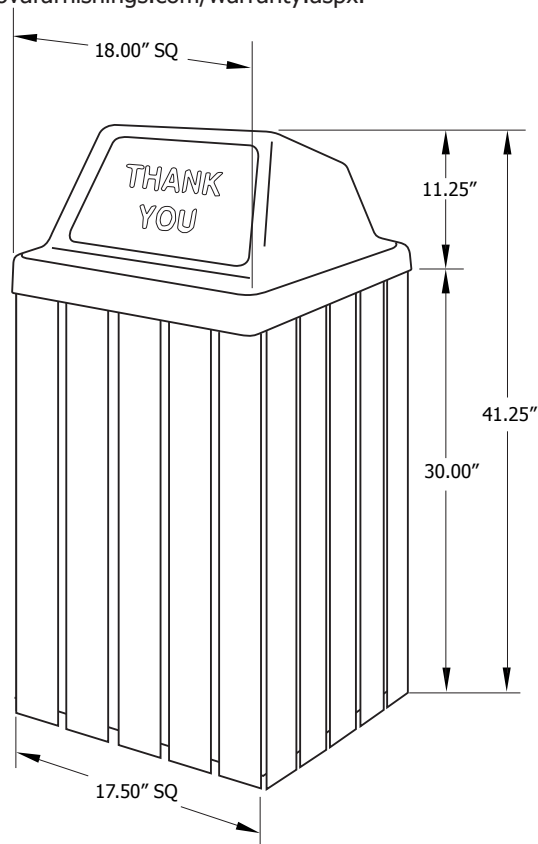
PLS30H
RECYCLED PLASTIC
RECEPTACLE
 30-gallon recycled resin slat receptacle with polyethylene push-door top and plastic liner

Replacement Parts

Black Plastic Liner **R-PCS30LNR**

Accessories


Hold Down Kit **PANELHLD**



Shipping Information

Unit Wt.	Unit Shipping Wt. UPS (1-3 Units)	Unit Shipping Wt. Truck (4+ Units)	Unit Ship Size	Max Units per Pallet	Pallet Wt.	Total No. Pkgs	Shipping Class
35 lbs	87 lbs/unit	50 lbs/unit	10 cu. ft.	N/A	N/A	1	125



 Bottles/Cans



211 North Lindbergh Blvd.
 St. Louis, MO 63141
 888.535.5005 tel
 314.754.0835 fax
 specify@anovafurnishings.com
anovafurnishings.com



PLS30R
RECYCLED PLASTIC
RECEPTACLE
 30-gallon recycled plastic slat
 receptacle with polyethylene
 recycling top and plastic liner

Material

The 30-gallon receptacle is composed of recycled, .5" x 2.5", plastic slats which are riveted to three inner steel bands for maximum support. The natural colored slats never need refinishing. The receptacle features a vacuum formed high-density polyethylene recycling top with a 5" diameter opening. The recycling top is available with decals specifying "TRASH" or "PAPER" or "BOTTLES/CANS" or with no decal. The top lifts off for easy waste disposal. The receptacle top also includes a 14" web security strap.

The reusable plastic liner is made of black high-density polyethylene.

The receptacle is designed to be portable, allowing for flexibility in placement.

Finish

The recycled plastic slats never need painting or staining throughout the receptacle's life.

Color

See website or sales representative for color choices.

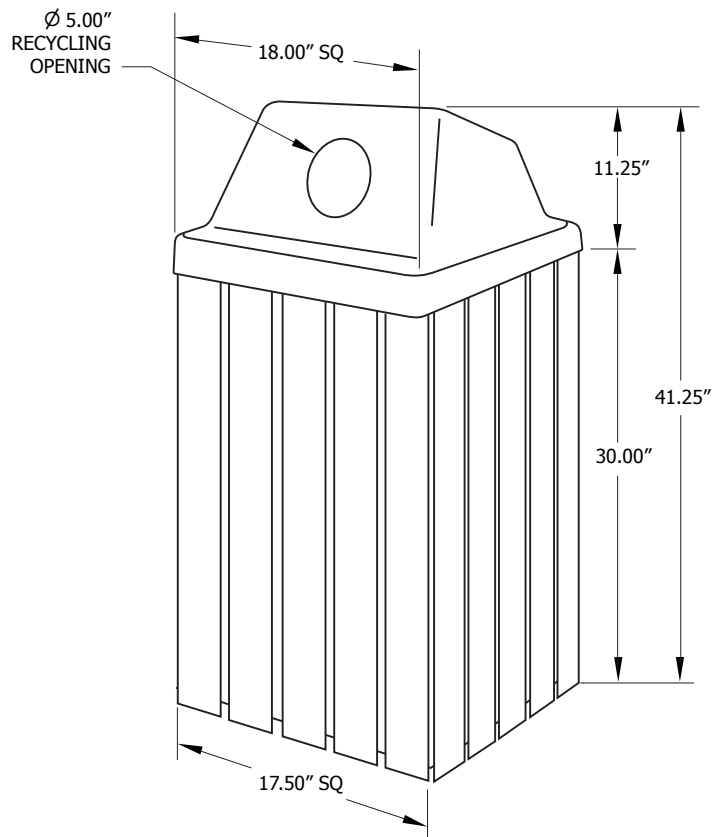
Assembly

The receptacle arrives fully assembled for immediate use on site.

Maintenance

Maintenance-free. To clean, spray with a power washer.

Warrant 20-year limited structural warranty on recycled plastic from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



Replacement Parts

Black Plastic Liner **R-PCS30LNR**

Accessories

Hold Down Kit **PANELHLD**

Shipping Information

Unit Wt.	Unit Shipping Wt. UPS (1-3 Units)	Unit Shipping Wt. Truck (4+ Units)	Unit Ship Size	Max Units per Pallet	Pallet Wt.	Total No. Pkgs	Shipping Class
35 lbs	87 lbs/unit	50 lbs/unit	10 cu. ft.	N/A	N/A	1	125



11515 Vanstory Drive, Suite 100 - Huntersville, NC 28078
 P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
1/6/2020	PWCQ16233

Quote valid for 30 days.

Bill To:
Town of James Island Merrell Roe 1238-B Camp Road James Island, SC 29412 P: (843) 795-4141 F: mroe@jamesislandsc.us

Site/End User:
Pinckney Park Ashley Kellahan 461 Fort Johnson Road James Island, SC 29412 P: (843) 795-4141 F: akellahan@jamesislandsc.us

Ship To:
Pinckney Park Ashley Kellahan 461 Fort Johnson Road James Island, SC 29412 P: (843) 795-4141 F: akellahan@jamesislandsc.us

50% Deposit Required.
 See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Geoff Eastman	Geoff Eastman

Qty	Item #	Description	Unit Price	Ext. Price
6	RCPG6	6' Rectangular Recycled Picnic Table *Recycled Plastic Slat Top & Seats *Galvanized Frame/Legs	\$975.00	\$5,850.00
4	PLS30H	30 Gallon Recycled Slat Receptacle *Push Door Dome Lid/Top	\$650.00	\$2,600.00
1	PLS30R	30 Gallon Recycled Slat Recycler Receptacle *Recycler Lid/Top	\$650.00	\$650.00

***Does not include offloading delivery or assembly/mounting.**

SubTotal	\$9,100.00
Tax Rate	9.00 %
Sales Tax	\$895.95
Shipping	\$855.00

Total \$10,850.95

*We appreciate the opportunity to work with you on this project.
 If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.
 Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.
 **Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:
Playworld Preferred
Attn: Signed Quote
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078







211 North Lindbergh Blvd.
 St. Louis, MO 63141
 888.535.5005 tel
 314.754.0835 fax
 specify@anovafurnishings.com
anovafurnishings.com



RCPG6
RECYCLED PLASTIC
PICNIC TABLE
 6' recycled plastic plank picnic
 table, flat bench seats, portable
 mount

Material

The table is 72" in length and features two flat bench seats. The tabletop and seats are made of recycled plastic 2" x 10" (nominal dimensions) planks. The tabletop is designed to support 100 lbs per square foot and the seats will support 200 lbs per linear foot.

The frames are made of 2.38" O.D. galvanized steel tubing. Frame is portable in design allowing for flexibility in placement.

Finish

The galvanized coating on the steel tubing frame is a three-step steel finishing process that applies an extra-thick layer of zinc, followed by a conversion coating and clear polymer for ultimate corrosion resistance to provide a bright, uniform finish.

The planks are impervious to moisture and corrosion, do not require the application of sealants or preservatives, and will never need painting or staining throughout the product's life.

Color

See website or sales representative for color choices.

Assembly

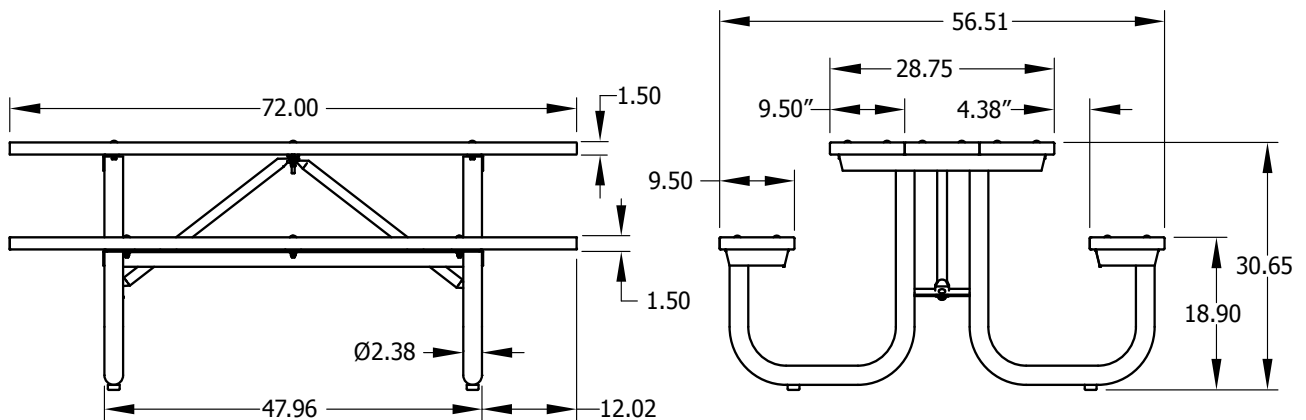
The table requires some assembly. Assembly hardware is included.

Maintenance

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum based products.

Warranty

20-year limited structural warranty on recycled plastic from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



Shipping Information

Unit Wt.	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units per Pallet	Pallet Wt.	Total No. Pkgs	Shipping Class
211 lbs	N/A	229 lbs/unit	20 cu. ft.	N/A	N/A	2	70

Request for Approval – Conceptual Plan for Folly Rd. Multi-Use Path, Wilton Rd. to Ft. Johnson

Staff Recommendation

- Davis & Floyd have provided a scope and fee to develop conceptual plan and cost estimate for a multi-use path, beginning on Wilton St. where Folly Rd. Phase I will terminate, and then running east along Folly to the intersection of Ft. Johnson
 - The thought is to have an idea of feasibility, any ROW impacts, and costs for a potential TST application requests and to have figures in preparation for the 20/21 Budget
 - The current plan with ReThink Folly Rd. is that the Phase I project terminating at Wilton Rd. would cross back over to the west side of Folly at George Griffith, and continue along the west side of Folly Rd.
 - This proposed multi-use path along the east side will need to be a Town-initiated project.
 - It's unlikely the multi-use path would be put in through redevelopment as these properties along the east side in the South Village Area of the Overlay are mixed small-scale office and residential uses.
-

DAVIS & FLOYD

SINCE 1954

January 10, 2020

Ms. Ashley Kellahan
Town Administrator
Town of James Island
1122 Dills Bluff Rd
James Island, SC 29422

Via Email: akellahan@jamesislandsc.us

Re: Proposal for Professional Services
Folly Road Conceptual Path
James Island, SC

Dear Ms. Kellahan:

Davis & Floyd (D&F) appreciates the opportunity to offer a proposal for professional services to support the conceptual design of a new multi-use path located along Folly Road in James Island, SC. Our proposed task, further defined within the attached Scope, generally includes a field assessment, conceptual design and layouts, and preliminary cost estimates.

We hope that you find our total proposed fee of **\$3,490.00**, including expenses, to be acceptable. A breakdown of the fee per Task of this work is included in the below table.

Task		Effort
A – Field Assessment	\$	635.00
B – Conceptual path layout and design	\$	1,965.00
C – Preliminary Cost Estimates	\$	890.00
Folly Road Multi-Use Path Total Lump Sum Fee	\$	3,490.00

3229 W. Montague Avenue, North Charleston, SC 29418

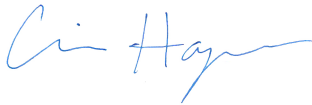
O. (843) 554-8602 F. (843) 747-6485

WWW.DAVISFLOYD.COM

A copy of D&F's Agreement for Professional Services is enclosed with this letter. Should you approve of the Scope of Services, Terms of Compensation, and the Terms and Conditions, you may execute a formal contract by executing the Agreement and returning to our attention. Thank you for allowing Davis & Floyd the opportunity to support this project. Please don't hesitate to contact us should you have any questions or concerns.

Very truly yours,

DAVIS & FLOYD



Chris Haynes, PLA
Senior Landscape Architect



Brent Robertson, PE
Vice President

DAVIS & FLOYD

SINCE 1954

Summary of Scope

Davis & Floyd (D&F) will provide conceptual design services to support the design of a new multi-use path located along Folly Road from George Griffith Blvd to Fort Johnson Road on James Island, SC. Our proposed scope includes a field assessment, conceptual layout and design, and preliminary cost estimating.

A – Field Assessment

Davis & Floyd staff will perform an on-site field assessment of the properties located between George Griffith Blvd to Fort Johnson Road. This assessment will note any constraints located along the corridor that could cause difficulties with implementation or unnecessary cost implications to the project. The filed assessment will be used in-lieu of a survey to complete the conceptual path layout.

Services during the Field Assessment phase include:

- A.1** Kick-off meeting with Town staff.
- A.2** On-site field assessment of the future pedestrian corridor.
- A.3** Field assessment exhibit.

Exclusions: The scope of work does not include any survey work. Should this project move from conceptual design to formal design, a survey will need to be completed before construction documents can be submitted to any permitting agencies.

B – Conceptual Layout and Design

Based off the on-site field assessment, D&F will design and prepare a conceptual layout for a new multi-use path from George Griffith Blvd to Fort Johnson Road along Folly Road. D&F will prepare an initial conceptual layout plan and present it to Town staff for review and comment. After the meeting, D&F will make necessary revisions and produce a final color exhibit that the Town can submit as a part of their TST request package.

Services during the Conceptual Layout phase include:

- B.1** Initial conceptual layout plan.
- B.2** Review meeting with Town staff.
- B.3** Final conceptual layout color plan.

Exclusions: The scope of work does not include any survey work. Should this project move from conceptual design to formal design, a survey will need to be completed before construction documents can be submitted to any permitting agencies.

C – Preliminary Cost Estimating

Based on the final conceptual layout, D&F will prepare preliminary cost estimates for elements contained in the final multi-use path plans. These documents will be delivered to the Town for review and approval and can be included as a part of their TST request package.

Services during the preliminary cost estimating portion of the project include:

C.1 Preliminary Cost Estimate for elements of the final conceptual layout.

Deliverables for Tasks A thru C will be an electronic transmittal of final production files and a .pdf copy of associated sheets.

(End of Scope of Services)

CONTRACT FOR LEGAL REPRESENTATION

WHEREAS, Anne Louise Peterson (Contractor) has extensive and valuable experience in with government affairs and the South Carolina legislature and/or other related areas, together with a valuable reputation therein; and

WHEREAS, the Town of James Island, (Client), desires to obtain, and Contractor desires to provide, Contractor's services on a contractual basis.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, Consultant and Client agree as follows:

PROFESSIONAL SERVICES

Anne Louise Peterson (Contractor) will confer with, advise and represent the Town of James Island (Client) with regard to legislative priorities and other related needs. Anne Louise Peterson is an independent contractor and shall not be considered an employee or agent of your organization. She will deliver her best efforts and conduct her activities in a professional manner, but cannot guarantee the outcome of any given matter. The Contractor will not enter into any agreement, oral or written, on behalf of the Client or otherwise obligate Client without the Client's advance approval.

SCOPE OF SERVICES

The Contractor will provide government affairs, lobbying, consulting and advisory services to Client in the following areas and in other appropriate areas that may arise during the course of this contract:

- 1. Direct Representation** - The Contractor will use her experience and relationships to represent the Client and its interests before key government officials, the SC General Assembly, legislative committees and their respective staff. This includes, but is not limited to, the following activities:
 - o attending sessions of the General Assembly;
 - o attending subcommittee and committee meetings that consider the specific legislation;
 - o testifying at House and Senate committee hearings when appropriate and/or assisting in the identification of the most qualified speaker(s) to testify;
 - o offering viable compromises in the form of amendments and alternative legislation to address the general intent of the legislation;
 - o providing timely legislative updates on the specific legislation of interest to Client;
 - o engaging in regular and frequent individual conversations with Senators and Representatives in the General Assembly and the staffs of those elected officials as well as appointed officials and employees of State agencies, as needed; and

- o promoting the specific legislation of interest that Client has identified as a priority.

2. Monitoring/Consulting. The Contractor will monitor the activities of the General Assembly and keep the Client, through its representatives, abreast of current developments before the legislature and appropriate state agencies concerning the specific legislation of interest. The Contractor will track the specific legislation of interest to the Client during the 2020 legislative session and provide verbal and/or written weekly updates and action steps to Client.

3. Research and Analysis. The Contractor will analyze and respond appropriately to legislative and regulatory proposals in a manner that best promotes the specific legislation of interest to the Client. This also includes policy-based research such as state-to-state comparisons and the identification of model legislation.

4. Budget Advocacy - The Contractor will work at the direction of the Client to encourage state government funding or federal funding made available through the state for programs and services beneficial to the Client. Budget proviso services such as drafting and seeking sponsorships are also included.

5. Community engagement - The Contractor will work with the various stakeholders towards the establishment of a park at the property located at the end of Fort Johnson Road.

CONFLICT OF INTEREST

The Contractor represents that she will notify Client promptly if, in the future, any conflicts of interest arise between Client and the Contractor's delivery of services to other clients. Client understands and agrees that the Contractor may at various times throughout the duration of this Agreement have agreements with separate, independent entities (clients) so long as the Contractor's separate contractual arrangements do not violate this conflict of interest clause nor this Agreement.

Upon identification of a conflict of interest, the Contractor shall have 30 days to resolve the conflict of interest. If, after 30 days, this conflict is not resolved then Client has the right to terminate the contract in whole at that time. Any prorated fees or money advanced for expenses for the remainder of the contract would be refunded by the Contractor to the Client within 30 days.

REPORTING

The Contractor will communicate directly with Client's Mayor and Town Council and others as requested.

Primary Point of Contact with the Contractor:

Anne Louise Peterson, Esq.
P.O. Box 12298
Charleston, SC 29422
(843) 906-3763
anne@peterson-hutto.com

Primary Point of Contact with the Client:

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

EXPECTATIONS

The Contractor expects the Client to:

- Provide appropriate information to assist in building support for agreed upon legislative priorities;
- Identify key individuals who will assist in legislative efforts; and
- Attend meetings with legislators and staff when requested.
- Register as the lobbyist principal and pay \$100 filing fee.
- Register the contractor and pay the \$100 lobbyist registration filing fee.

TERM/FEE/BILLING PROCEDURE

This Agreement is to commence on February 1, 2020, and continue through June 30, 2020. Fees under this Agreement shall apply commencing February 1, 2020, and continuing through June 30, 2020, unless or until either party terminates the agreement.

The Client will receive from Consultant a monthly invoice related to work performed on its behalf. Consultant shall bill the Client at the rate of \$2,000 per month. The invoice shall be paid by the Client no later than 30 days from the date of the invoice

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. If for some reason either party decides to terminate the agreement, Client will remain responsible for any and all services performed up to and including the effective date of termination.

The Client understands that the Contractor has made no promises or guarantees with regard to the outcome of any matters.

CONFIDENTIAL INFORMATION

By acceptance of this Agreement, the Contractor acknowledges that she may have access to certain confidential information about Client. Such confidential information is the valuable, special and unique property of Client. Accordingly, during or after the term of this Agreement, the Contractor agrees not to make any use or disclosure of such confidential information to any other person for any reason or purpose whatsoever except in furtherance of and pursuant to the purposes for which it is hereby engaged by Client.

ASSIGNMENT

Both parties agree not to assign, transfer, or otherwise convey the rights, interests, or obligations under this agreement without prior written consent. Such consent shall not be unreasonably withheld.

MISCELLANEOUS

1. This Agreement and all matters related to it shall be governed by the laws of the State of South Carolina.
2. The Contractor shall comply with all laws, regulations, and ordinances related to the performance of her duties under the Agreement.
3. If any provision of this Agreement is found to be invalid, the remaining provisions of the contract remain in full force and effect. If these terms and conditions are acceptable, please sign this letter and return to the Contractor. Should any questions or concerns arise during the course of this engagement, please do not hesitate to contact me. I appreciate the opportunity to serve you and look forward to developing a productive relationship.

For Client

Date

Anne Louise Peterson

Date

Request for Approval – Brantley Park Phase I Preliminary Design Plan

Staff Recommendation

- Davis & Floyd have designed minimal improvements to the park, in the goal of getting it open to the public soon
 - Plans include:
 - upfits to the dock facilities to ensure its safety to the public
 - permitting with OCRM to change the existing dock permit from private to public use
 - Minimal parking along the roadside with the goal of keeping it off the small footprint of the park itself
 - 5' Sidewalk along Brantley to tie into future 8' sidewalk of ReThink Folly Rd Phase I
 - Pervious trails connecting to dock
 - Fencing along neighboring property line
 - Staff intentions are to hold a public workshop this spring to gather input on Phase II improvements which may include landscaping, water access facilities, etc.
 - Another idea is to also hold an open house along with ReThink Folly Rd Steering Committee
 - If approved, can continue with permitting with caveat additional changes may come through the permitting process which is why contingency is high
 - See attached Design and Cost Estimate
-

\\CHS-FS1\data\jobs\events\31876-00\production\Civil Drawings\CAD\Exhibits\2020110_SITE.dwg, 1/10/2020 11:24:40 AM, d. charles hamilton
 THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER. ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION

TREVOR ALEXANDER
 CANGELOSI
 PB:EE-520-521

WATERS OF
 JAMES ISLAND CREEK
 USA

TMS# 425-03-00-037
 WILLIAM D HUFF JR, ETAL
 765 FOLLY RD
 PB:J-133

SCDOT DOCK:10.494 PROJ
 5.859(2)(RT 171 SHT17)3

SCDOT DOCK:10.494 PROJ
 5.859(2) (RT 171 SHT17)35'R/W

SCDOT DOCK:10.494 PROJ
 5.859(2)(RT 171 SHT17)44'R/W

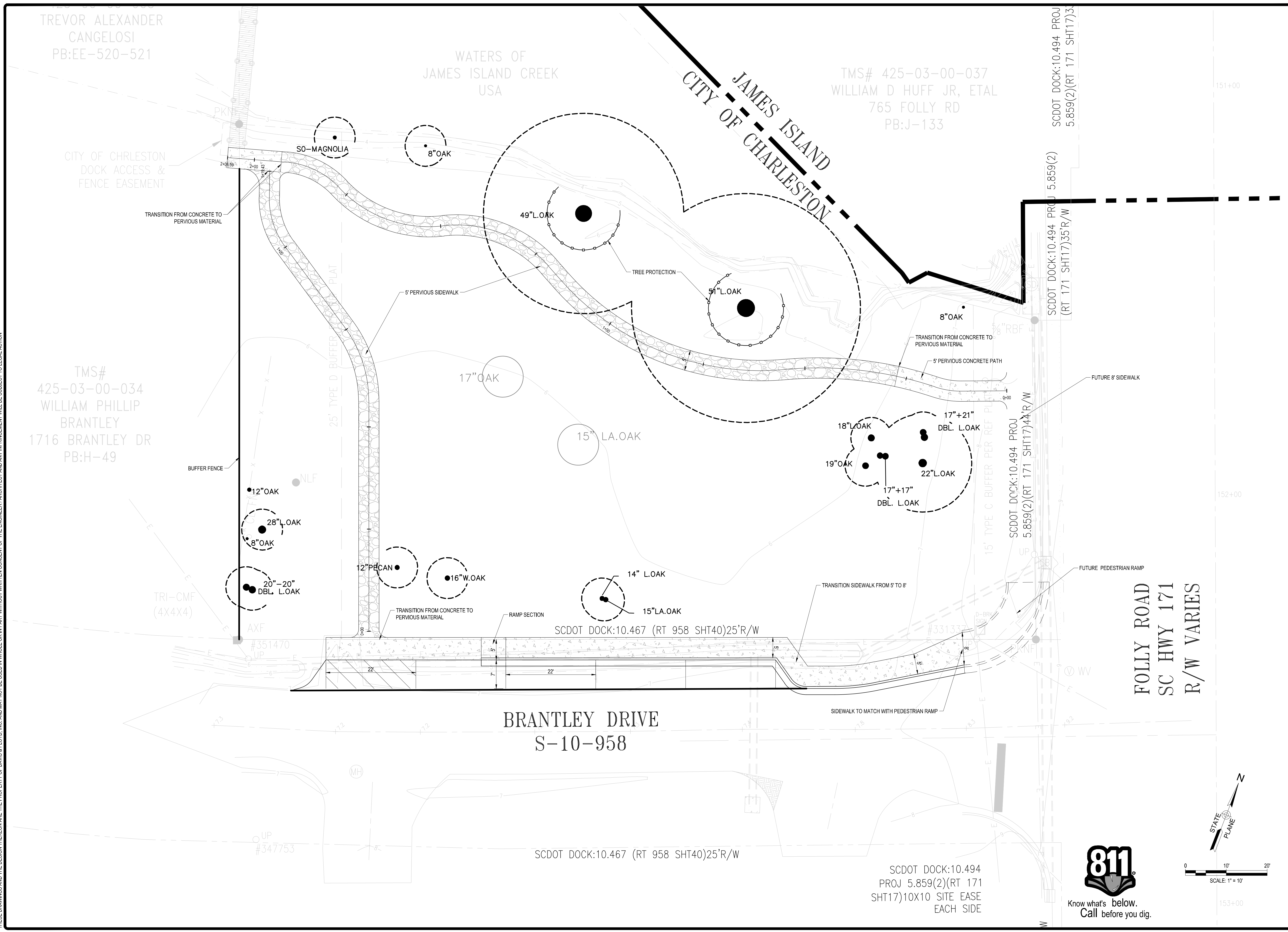
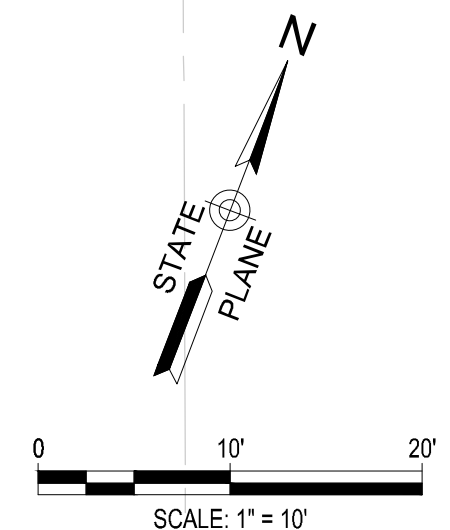
SCDOT DOCK:10.467 (RT 958 SHT40)25'R/W

SCDOT DOCK:10.467 (RT 958 SHT40)25'R/W

SCDOT DOCK:10.494
 PROJ 5.859(2)(RT 171
 SHT17)10X10 SITE EASE
 EACH SIDE



Know what's below.
 Call before you dig.



TMS#
 425-03-00-034
 WILLIAM PHILLIP
 BRANTLEY
 1716 BRANTLEY DR
 PB:H-49

TRI-CMF
 (4X4X4)

FOLLY ROAD
 SC HWY 171
 R/W VARIES

BRANTLEY DRIVE
 S-10-958

NOT FOR CONSTRUCTION

DAVIS & FLOYD
 SINCE 1954
 WWW.DAVIDSFLOYD.COM
 3329 W. MONTAGUE AVENUE
 NORTH CHARLESTON, SOUTH CAROLINA 29418
 (803) 554-8802

OWNER: TOWN OF JAMES ISLAND
 PROJECT TITLE: BRANTLEY PARK

DESIGNED BY: [Blank]
 CHECKED BY: [Blank]
 DATE: [Blank]

NO.	DATE	DESCRIPTION
1	03/18/20	PROJECT START
2	03/18/20	CONCEPT DESIGN
3	03/18/20	PRELIMINARY DESIGN
4	03/18/20	FINAL DESIGN
5	03/18/20	CONSTRUCTION
6	03/18/20	CLOSEOUT
7	03/18/20	POST-CONSTRUCTION

ISSUED FOR CONSTRUCTION: 12/01/2019
 DATE: 12/01/2019
 DRAWN: JA
 CHECKED: CH
 PROJECT: C200

PAGE 3 OF 7

Brantley Park Improvements
Opinion of Probable Construction Cost

Date: January 10, 2020

DAVIS & FLOYD

SINCE 1954

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A	Construction Cost				
	Site Preparation / Demolition				
1	Site Demolition	1.00	LS	\$ 5,000.00	\$ 5,000
2	Selective Clearing & Grubbing	1.00	LS	\$ 5,000.00	\$ 5,000
	Site Preparation / Demolition Total				\$ 10,000
	Earthwork & Grading				
1	Fine Grading	936	SY	\$ 5.00	\$ 4,680
	Earthwork & Grading Total				\$ 4,680
	Stormwater & Water				
1	15" RCP	136	LF	\$ 55.00	\$ 7,480
2	Catch Basin	2	EA	\$ 5,000.00	\$ 10,000
3	Yard Hydrant	1	LS	\$ 500.00	\$ 500
4	Water Service Connection	1	LS	\$ 1,500.00	\$ 1,500
	Stormwater & Water Total				\$ 19,480
	Paving & Sidewalks				
1	8" Base Course	100	SY	\$ 22.00	\$ 2,200
2	Prime Coat	100	SY	\$ 0.75	\$ 75
3	3" Surface Coat	100	SY	\$ 30.00	\$ 3,000
4	Curb & Gutter	122	LF	\$ 18.00	\$ 2,196
5	Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000
6	Truncated Domes	2	EA	\$ 1,000.00	\$ 2,000
7	5' Concrete Sidewalks (4" Thk)	205	SF	\$ 12.00	\$ 2,460
8	5' Pervious Asphalt Sidewalk	2,258	SF	\$ 24.00	\$ 54,192
9	Lighting Allowance	1	LS	\$ 8,000.00	\$ 8,000
	Paving & Sidewalks Total				\$ 79,123
	Landscaping				
1	Landscaping Allowance	1	LS	\$ 10,000.00	\$ 10,000
1	Irrigation (35% of Overall Landscape Budget)	1	LS	\$ 3,500.00	\$ 3,500
	Landscaping Total				\$ 13,500
	Site Furnishings				
1	Benches	5	EA	\$ 1,500.00	\$ 7,500
2	Trash Receptacle	5	EA	\$ 560.00	\$ 2,800
3	Bike Racks	4	EA	\$ 400.00	\$ 1,600
4	Bollards	4	EA	\$ 500.00	\$ 2,000
5	Entry Signage & Other Miscellaneous Signage Allowance	1	LS	\$ 7,000.00	\$ 7,000
6	Water Fountain	1	EA	\$ 3,000.00	\$ 3,000
7	Buffer Fence	115	LF	\$ 35.00	\$ 4,025
	Site Furnishings Total				\$ 27,925
Subtotal A	Construction Cost			Subtotal A	\$ 154,708
	Cost Estimate Summary				
A	Construction Cost				\$ 154,708
	Construction Cost Subtotal				\$ 154,708
	Contingency			20.0%	\$ 30,942
Total	Total Estimated Project Cost				\$ 185,650

Town of James Island
Public Works Department
Traffic Calming Policy and Procedures
Guide



PROPOSED REVISION IN RED, PAGE 5

UPDATED September, 2014

Traffic Calming Policy and Procedures

Purpose:

The purpose of this policy and procedures guide is to provide residents of the Town of James Island with a plan and the tools needed to slow traffic in their residential neighborhoods and to improve the quality of their lives. Resources and materials from the Federal Highway Administration, South Carolina Department of Transportation, Charleston County and other local municipalities have been used to put together this comprehensive and locally customized policy and procedures plan.

General Policy:

The general policy of the Town of James Island in regards to Traffic Calming is to encourage and allow methods to be employed that reduce hazards from vehicular traffic, nurture and encourage a neighborhood atmosphere, and maintain public safety. The Town of James Island strives to achieve these goals through sound, accepted engineering practices, community participation in the decision process, and responsible financial stewardship.

Procedures for Traffic Calming:

The Town has adopted a three-point method of addressing neighborhood traffic issues: Education, Enforcement and Engineering. There are several options under each general method that neighborhoods can use to reduce traffic issues. Not every option is right for every neighborhood and the variety ensures that there are several choices to try in order to provide a measured solution.

Traffic calming programs are only implemented in residential neighborhoods under the jurisdiction of the Town of James Island. These programs must be initiated at the request of the Neighborhood Association or by evidence of substantial interest from residents in the neighborhood.

Education:

Education of the public shall be a component of any traffic calming program. There are several ways that the Town of James Island can educate the public about traffic issues. These include the following public awareness measures:

- Distribution of traffic safety brochures within the neighborhood, area schools and businesses.
- Presentations at public events on programs such as child safety seats, seatbelt usage, pedestrian safety, bicycle safety, safe driving tips or Operation Lifesaver.
- Driver education and enforcement presentations to younger drivers.

The Town of James Island will partner with SCDOT and the Charleston County Sheriff's Office through the Island Sheriff's Patrol to provide educational materials to local neighborhoods and institutions. Other groups and agencies will be involved in these programs as appropriate to the overall program.

Enforcement:

The Town of James Island will work with local law enforcement including the Island Sheriff's Patrol to provide participating neighborhoods with increased presence and enforcement activities. Some law enforcement activities will include:

- Increased enforcement by officers, especially during times that residents report most incidents occur.
- Public Service Announcements to remind motorists that speeding will result in tickets and accidents.
- Speed Monitoring Awareness Radar Trailer (SMART) use in neighborhoods and on feeder roads in the area.

Reducing the Speed Limit:

In 2013, Town Council passed an Ordinance that allowed for the reduction of the speed limit on Residential Streets. In the Town of James Island, the speed limit on residential streets can be lowered to 25 mph.

If your neighborhood would like to lower the speed limit on one or more of your residential neighborhood streets, the Town will need to have support for this from your neighborhood. If you have a Neighborhood Association, then you will need to provide evidence of their support, such as minutes from a meeting. If you do not have a Neighborhood Association, then we encourage you to organize a Neighborhood meeting to discuss and vote on the issue. Or, you can submit a petition from your neighborhood with 51% of the residents agreeing to the speed

reduction. The Town of James Island will help you determine who needs to be included on the petition.

If you live on a SC Department of Transportation owned and maintained street, then the Town of James Island must perform an in-house traffic study and receive the necessary approval and permits from SCDOT.

Engineering:

One of the best known traffic calming device is the speed “hump”. While this is the first option people think of when considering traffic calming for neighborhoods, there are often several reasons for not using them on many roads and in many neighborhoods. The Town of James Island offers and encourages the use of several other types of physical, engineered methods to address traffic calming measures and recommends serious consideration of these alternatives.

Other engineered devices for traffic calming include:

- All Way Stop Control (AWSC) at intersections – 4-way Stop
- Pedestrian Crossing Signs and Crosswalks
- School Zone Signing
- Raised crosswalks at strategic locations

For any engineered traffic calming device, all applicable SCDOT and FHWA regulations and guidelines must be followed. An engineering study may be required, and for certain devices engineering drawings will be required. Any work within a SCDOT right of way or on a SCDOT road requires SCDOT approval and encroachment permitting.

All roads which are to be considered for traffic calming devices must meet the following criteria:

- Must be either a local residential or minor collector road.
- 30 mph or less existing speed limit
- Two lane paved road (may have parking and may have turn lanes).
- Traffic volume less than 4000 AADT (average annual daily traffic).
- Within the Town of James Island Town Limits.

Getting Started:

The first step for a neighborhood to participate in a traffic calming program is to contact the Town of James Island Public Works Department. A Neighborhood Association representative should schedule an appointment with Town Staff or attend a Town Neighborhood Council meeting and present their request. A copy of the Town’s Policies and Procedures will be provided as well as the forms to begin this process.

The Town of James Island will engage the services of an engineer to perform traffic studies and advise on engineering issues if needed, or perform an in-house traffic study. As part of the overall program concept, a cost analysis will be performed to determine if funding will be available for construction and maintenance.

Some methods may be initiated at staff level, such as increasing law enforcement in a neighborhood or adding “Children at Play” signs.

For other traffic calming measures such as speed humps, eligible roads and/or neighborhoods must meet the following program criteria and must be approved by Mayor and Council:

- Must have met the eligibility criteria
- Must have approval of Neighborhood Association (if one exists).
- Average speed exceeds posted limit, or the 85th percentile speed exceeds posted limit by 5 mph or more.
- For physical traffic calming devices, must not be on a primary emergency vehicle route or bus route.
- Physical traffic calming devices must not interfere with storm water drainage.
- For SCDOT roads, approval and necessary permits from SCDOT must be secured.
- Must meet engineering criteria for the desired devices if an engineering study is commissioned for the project.
- Funding for traffic calming devices must be available and approved for use by the Town of James Island.

Any recommended traffic devices will go back to the neighborhood for approval. 2/3 or 66.6% of ~~the neighborhood~~ **properties on the street on which the proposed devices would be installed** must be in support of the proposed device. The Town will help you determine how many signatures that is by looking at your neighborhood boundaries. This is an important part of the process, because traffic devices on one street can affect residents in the entire neighborhood; especially if the street in question is the only access to and from another resident’s home. Once approval by the neighborhood is obtained, it must go before Town Council for approval. If the road is a SCDOT-owned and maintained road, the proper channels for DOT must then be followed. That includes getting necessary approval and any encroachment permits that may be needed.

Please see below for a Summary of the necessary steps in the process:

Sequence of Events:

- Neighborhood Association Group agrees there is traffic problem and requests assistance from the Town. A copy of minutes from the meeting where this was discussed, email chains, or substantial interest form the neighbors in the neighborhood is needed.
- Neighborhood representative meets with the Public Works Department. Picks up copies of Town Traffic Calming Policies and Procedures and Traffic Calming Program Application.
- Returns completed Traffic Calming Program Application.
- Public Works makes field inspection of area and starts file including: types of roads, ownership of roads, condition of roads and signage, existing traffic control devices, existing speed limit and posted speed limit, number of effected residents, other jurisdictions involved in neighborhood and traffic incident history of neighborhood.
- Public Works develops appropriate program for the neighborhood. At this point it may be necessary to engage the services of an engineering consultant to do a traffic study. Town Administrator and Mayor are informed of the proposed program details and anticipated costs. In-house traffic studies may also be performed by the Town.
- In order for traffic devices to be installed, traffic studies must show the average speed is over the speed limit or the 85th percentile is 5 mph or more.
- Public Works identifies the location of devices and presents proposed program to the Neighborhood Association for approval.
- 2/3 or 66.6% of the neighborhood must be in support of the proposed device. The Town will help you determine how many signatures that is by looking at your neighborhood boundaries.
- The proposed traffic calming program goes to Town Council for approval.
- SCDOT approval and permits must be obtained for DOT-owned roads.



Town of James Island

Traffic Calming Program Application

Please Print Clearly

Authorized Neighborhood Representative:

Neighborhood/Subdivision:

Contact Address: _____

E-Mail Address: _____

Phone Number(s): _____

Name of Problem Street(s):

Description of Problem:

Neighborhood Representative Signature and Date:

Please attach any Neighborhood correspondence on this issue.

For Office Use Only: Inspection Date: _____ Photos: _____

Posted Speed Limit: _____ Type of Roads: _____

AN ORDINANCE TO AMEND ORDINANCE # 2017-06: ESTABLISHING PURCHASING PROCEDURES FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA

BE IT ORDAINED, by the Mayor and Council members of the Town of James Island, SC that the following purchasing procedures are hereby amended in **RED**:

The Town recognizes its responsibility to extend equal opportunity in purchasing decisions and encompasses all qualified individuals and companies in protected groups regardless of race, color, creed, religion, association, national origin, sex, age, or disability. The Town makes all purchasing decisions in full compliance with the laws and regulations of both the United States and the state. The Town makes qualifying purchasing decisions in a genuine, open, and competitive selection process, which complies with equal opportunity regulations. Qualifying purchasing decisions made by the Town shall be fair and neutral, provide opportunities to all persons or businesses applying, and strive to prevent and eliminate discriminatory behavior and practices by encouraging and utilizing nondiscriminatory practices in all aspects of its decision-making.

32.02 PURCHASING AGENT DESIGNATED; SPECIFIED DUTIES.

(A) There shall be an employee of the Town designated by the Mayor as the Purchasing Agent.

(B) The Purchasing Agent shall be responsible for:

(1) The purchase of supplies, materials, equipment, and contractual services required by any office, department, or agency of the Town government;

(2) Providing for the storage and distribution of supplies, materials, and equipment purchased by the Town and maintaining a perpetual inventory of appropriate items;

(3) Establishing specifications, where deemed necessary and practical, for such supplies, materials, equipment, and services. Such specifications shall be as definite and clear as possible and shall encourage competition wherever practical;

(4) Developing and maintaining an up-to-date list of qualified suppliers, vendors, and service providers, including those who have requested that their names be placed on a bidders list. The purchasing agent shall have the authority to remove the names of vendors who have defaulted on their quotations, attempted to defraud or mislead the Town, or who have failed to meet established requirements, including, but not limited to, established quotations or delivery dates; and

(5) Obtaining the most competitive prices on all purchases, contracts, and services.

32.03 PURCHASING LIMITATIONS AND AUTHORIZATIONS.

(A) To maximize the purchasing value of public funds, all procurements should be competitive where practicable and serve the best interest of the Town.

(B) Upon verification of adequate funds, all supplies, equipment, and contractual services, except as otherwise provided herein, shall be purchased by the following methods:

(1) *For purchases \$0–\$1,999* Requires no formal procurement, but the Purchasing Agent will ensure that the lowest cost is sought when possible. Purchases up to \$ 1,999 must be approved by the Purchasing Agent, the Mayor, or his or her designee, provided adequate budgeted funds are available for the purchase;

(2) *For purchases \$2,000 - \$4,999.* Requires that a minimum of two written competitive quotes be obtained with the award given to the lowest qualified bidder. A written quote or informal bid can consist of a fax, email, mailings, or any similar means. Purchases up to \$4,999 must be approved by the Purchasing Agent, Mayor, or his or her designee provided adequate budgeted funds are available for the purchase. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget;

(3) *For purchases \$5,000–\$24,999.* Requires that a minimum of three written competitive quotes be obtained with the award given to the lowest qualified bidder. A written quote or informal bid can consist of a fax, email, mailings, or any similar means. Purchases up to \$24,999 must be approved by the Purchasing Agent, Mayor, or his or her designee provided adequate budgeted funds are available for the purchase. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget;

(4) *For purchases \$25,000 and over.* Requires that purchases be made through competitive sealed bids and advertised through local press publications, the Town’s website, and/or the South Carolina Business Opportunities (SCBO) publication or other similar publications. Purchases over \$25,000 must be approved by the Mayor and Council.

(C) Nothing in this section shall prohibit a higher level, more stringent procurement method being used if it is determined by the Purchasing Agent that the Town’s best interest would be better served.

(D) Formal contracts shall be executed by the Mayor pursuant to the terms of this ordinance.

32.04 PROCUREMENT LEVELS, LIMITATIONS, ~~AUTHORIZATIONS~~ AND PROCESS.

(A) *Small procurements (\$0–\$1,999 ~~(4,999)~~;*

(1) Small purchases must be approved by the Purchasing Agent, Mayor or his or her designee or a request may be submitted to the Purchasing Agent for procurement.

(2) Competition is encouraged and recommended to ensure fair and reasonable pricing. Each purchasing authority shall use professional discretion and good judgment in an effort to maximize the purchasing value of public funds.

(3) Small procurements of less than ~~\$1,999~~ ~~(5,000)~~ Requires no formal procurement, but the purchaser will ensure that the lowest cost is sought when possible. Small procurements must be approved by the Purchasing Agent and shall be accomplished by purchase orders in accordance with Town procedures and forwarded to the Finance Officer, who shall from time to time audit

small procurements to validate that small purchases have been executed in accordance with this chapter and entered into the Town's purchasing system.

(B) *Competitive quotes* (~~\$2,000 (\$5,000)–\$9,999~~ \$4,999).

(1) Competitive quotes may be obtained by the Purchasing Agent or his or her designee, provided adequate budgeted funds are available for the purchase.

(2) Offers shall be requested and obtained from at least two **written** sources ~~whenever possible~~ for purchases costing ~~\$2,000 (\$5,000)~~ or more but less than ~~\$10,000~~ \$4,999.

(3) All suppliers solicited shall be afforded a complete description and requirements of the goods and services being sought, including any special conditions of the expected procurement.

(4) All suppliers solicited shall be afforded time considered reasonable by the purchaser to provide written quotes. Written responses shall be accepted by fax, email, mailings, or other similar means.

(5) All responses received shall be evaluated for price, quality, acceptability as specified, availability of goods or services, past performance, transportation, or any other special cost or factors, which may apply, including any special conditions or exceptions which the vendor may have stipulated.

(6) In all cases, any discussions with vendors after responses have been received shall be limited to clarification purposes. No discussion or disclosure is permissible with any vendors in regard to offers received from others.

(7) Negotiation is generally not applicable to competitive quotes although negotiations may be conducted; however, should any negotiations result in the change of the vendor's ranking, then like negotiations shall be afforded other vendors that have submitted a quote.

(8) Award shall be made to the most responsive, responsible vendor whose response has been evaluated and determined to meet the requirements and to be in the best interest of the Town. The Town shall reserve the right to award to the most responsive, responsible vendor by units or projects, whichever is in the best interest of the Town.

(9) All such information received shall be considered confidential and shall not be disclosed to any vendor prior to an award decision. If all offers exceed the acceptable limits and it is determined that the goods or services shall be reprocessed, then all offers shall be rejected and no cost or pricing information shall be disclosed to any vendor for any reason.

(10) Procurements ~~\$2,000 (\$5,000)~~ or more but less than ~~\$10,000~~ \$4,999 shall be accomplished by purchase orders in accordance with departmental procedures with supporting quote documents and source justification and/or written rationale as to why the procurement may be considered under other procurement methods as provided elsewhere within this chapter, or more specifically, considered as a sole source procurement, sensitive procurement, emergency procurement, procurement through the state or one of its agencies, the county, or procurement through an existing Town contract. Supporting documentation should include written quotes submitted by vendors and contain a clear, concise statement as to the services and/or goods offered for the Town's consideration. At a minimum, comparative pricing should be obtained from two sources ~~whenever possible which provide like or similar goods and/or services~~. Purchase orders

\$2,000 ~~(5,000)~~ or more but less than ~~\$10,000~~ \$4,999 must be approved by the Purchasing Agent, Mayor or his or her designee.

(C) *Competitive quotes* (~~\$10,000~~ \$5,000–\$24,999). All requirements outlined in above division (B) apply to this purchasing level except that a minimum of three written competitive quotes be obtained with the award given to the lowest qualified bidder. Purchase orders \$5,000 or more but less than \$24,999 must be approved by the Purchasing Agent, the Mayor, or his or her designee provided adequate budgeted funds are available for the purchase. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget. ~~purchase orders require approval by the Mayor and Town Council and a minimum of three written quotes is required.~~

(D) *Competitive sealed bids* (\$25,000 and over). All requirements outlined in above division (C) apply to this purchasing level.

(1) Purchases and/or contracts valued at \$25,000 or greater shall be awarded by competitive, sealed bidding, ~~except as may be provided elsewhere in this chapter.~~

(2) Full specifications and proposed vendors shall be provided to the purchasing agent to solicit competitive sealed bids.

(3) An invitation for bids shall be advertised through local press publications, the Town's website, and/or the South Carolina Business Opportunities (SCBO) publication or other similar publications, not less than ten days prior to the date set forth therein for the opening of bids.

(4) If necessary, all prospective bidders will be invited to a pre-bid meeting with the purchasing agent to discuss the bid.

(5) All bids received prior to the opening shall be kept secure and unopened. All bids, hand delivered, shall be initialed, indicating date and time received. Any bids not properly identified and opened in error by the Town shall be resealed immediately and initialed by the recipient.

(6) Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified in the invitation, together with the name of each bidder, shall be tabulated. The tabulation shall be open to public inspection at that time.

(7) It shall be the responsibility of all bidders to provide adequate means whereby their bids, whether mailed or hand carried, shall be received by the Town no later than the day and time as stated in the invitation. Late bids will not be accepted.

(8) Bids shall be accepted unconditionally without alteration or correction, except as may be otherwise authorized in this chapter. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in the bid evaluation that is not set forth in the invitation for bids.

(9) The Town shall evaluate the bids solely using the information as supplied by the bidder. However, it is sometimes determined that, for clarification and more professional evaluation, additional information is desirable and often necessary. Therefore, the Town reserves the right to hold discussions, review the specifications as believed offered, and request clarification or any additional technical information, which may provide a fair and impartial evaluation by the

Town. All discussions shall be limited to the bidder's products, goods, or services, and no discussion shall be permitted regarding bids by others.

(10) Corrections or withdrawal of inadvertently erroneous bids before bid opening, withdrawal of inadvertently erroneous bids after award, or cancellation of awards or contracts based on such bid mistakes may be permitted by the Town where appropriate.

(11) Any bidder may, by requesting in writing, withdraw his or her bid for any reason prior to the scheduled bid opening.

(12) After bid opening, no changes in bid prices or other provisions or bids prejudicial to the interest of the Town or fair competition shall be permitted.

(13) Properly worded and directed changes or corrections, which do not disclose the total amount may be made by any bidder if submitted to the Town in writing and received prior to bid opening. These changes or corrections may be hand carried, mailed, emailed, or sent via fax transmission as follows.

(a) To increase or decrease a previously submitted lump sum amount, the bidder shall instruct the Town in the amount that his or her bid is to be increased or decreased by.

(b) In case of a bid which contains multiple items, the bidder shall instruct the Town in the amount that he or she desires a given item to be increased or reduced, thereby requesting that his or her total bid be increased or decreased in an equal amount. Changes shall only reflect the amount of adjustment. Changes received which indicate or divulge openly the total amount bid shall not be accepted.

(14) The bid shall be awarded with reasonable promptness by notice to the most responsible bidder whose bid meets the requirements and specifications and any other award criteria set forth in the invitation for bids, and in the best interest of the Town. The Town reserves the right to reject any or all submittals.

(15) The Mayor may authorize the Purchasing Agent, in situations where the Town's best interest precludes re-solicitation of work, goods, or services of a reduced scope, to negotiate an adjustment in the bid price, including change in the requirements, with the low, responsive, and responsible bidder.

(16) In the event that negotiations are unsuccessful in reaching a price or scope of work or services which would be agreeable, the Town, at its discretion, may terminate all negotiations with the lowest bidder, and enter new negotiations with the next lowest bidder, and likewise the third and sequential bidder should negotiations not be productive with the second lowest offeror.

(17) Should subsequent negotiations be conducted, all negotiations shall be conducted in like manner as with the first bidder. No changes or reductions in scope of work or services shall be permitted during negotiations with sequential bidders that was not permitted or offered with the negotiations with previous responsive bidders.

(18) In conducting negotiations, there must be no disclosure of any information derived from bids submitted by competing bidders.

(19) Procurements costing more than \$25,000 shall be accomplished by purchase orders in accordance with departmental procedures with supporting bid award documents and source

justification and/or written rationale as to why the procurement may be considered under other procurement methods as provided elsewhere within this chapter, or more specifically, considered as a sole source procurement, sensitive procurement, emergency procurement, procurement through the state or one of its agencies, the county, or procurement through an existing Town contract. Supporting bid award documents should include bid tabulation and a concise statement as to the reasons for the bid award recommendation. Purchase orders more than \$25,000 must be approved by the Mayor and Town Council.

(E) Nothing in this section shall prohibit a higher level, more stringent procurement method being used if it is determined by the ~~purchaser~~ **Purchasing Agent** that the Town's best interest would be better served.

(F) Written contracts shall be executed by the Mayor.

~~(G) Written contracts for the purchase or sale of real property or real estate or contracts for services over \$5,000 shall be executed by the Mayor if prior approval by Town Council is obtained. (See also: Section 32.15).~~

~~(G) (H) The Purchasing Agent may also authorize any specific budgeted expenditure approved in the current fiscal year's budget, where the price does not exceed the budget estimate by more than ten (10%) percent, and if the total expenditure does not exceed \$25,000.00 \$4,999. The Purchasing Agent shall submit a report of the expenditure to the Town Council, which shall be entered in the minutes of Council. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget.~~

32.05 AWARD TO OTHER THAN LOW BIDDER.

(A) When the award is not given to the lowest responsive bidder, a full and complete list of the reasons therefor shall be filed with the purchase order **and/or other documents relating to the transaction.** Local vendor preference shall be given to those vendors who maintain a principal place of business (owned or rented) within the Town, as registered in official documents filed with the Secretary of State, the Internal Revenue Service, or State Tax Commission, and hold a valid Town business license.

(B) In evaluating the price of eligible local vendor bids, the bids shall be evaluated as though the prices proposed by local bidders were either 5%, 2%, or 1% lower than actually proposed in accordance with the following schedule:

(1) If the local bidder submits a bid costing less than \$2,500, the business or individual shall be evaluated on a 5% reduction basis;

(2) If the local bidder submits a bid cost \$25,000 or less, the business or individual shall be evaluated on a 2% reduction basis; and

(3) For bids \$25,000 or more, the evaluation shall be based on a 1% reduction basis, but will not exceed a total reduction of more than \$2,000.

(C) Nothing herein shall be construed as increasing or decreasing the actual price of a bid and the resulting contract; this section is intended only to be used for the purposes of comparing and

evaluating bids and proposals for products and services. Nothing within this section shall be construed to create any private rights claims, or cause of action on behalf of any person, including but not limited to bidders.

(D) The requirements of this section may be waived by the Mayor upon a formal finding that the best interest of the Town would not be served by adhering to the provisions of this section.

(E) This section shall not apply in emergency or sensitive procurement situations.

(F) The Town reserves the right to specify brand names based on its experience, current inventory, and other qualifications specified by the user department.

32.06 BID SECURITY DEPOSITS, PERFORMANCE BONDS, AND MATERIALS TESTING.

(A) Bid security deposits and/or performance bonds, including but not limited to performance, payment, labor, material, and/or warranty may be required as described in the invitation to bid as determined by the Town.

(B) The Purchasing Agent shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries, which are reasonably necessary to determine their quality and conformance with the specifications. In the performance of such tests, the Purchasing Agent shall have the authority to make use of laboratory facilities of any agency of the Town or any outside laboratory. **The Purchasing Agent shall provide to the Mayor and Council any results or reports from materials testing.**

32.07 PROTEST PROCEDURES.

(A) Any bidder who is aggrieved in connection with the solicitation or award of a bid shall protest to the purchasing agent within **five ten** days from the time of award of the goods or services being grieved. Such protest must be in writing, and must set forth all specific grounds for the protest in detail and explain the factual and legal basis for each issue raised. No additional issues may be raised or will be considered thereafter.

(B) The Purchasing Agent shall conduct all inquiries deemed necessary, and a hearing may be held at the discretion of the Purchasing Agent. The Purchasing Agent shall issue a decision in writing within ten **calendar** days stating the reasons for the action taken and informing the protestor of the right to request a review of the decision by Town Council. **~~The bid award or contract shall not be stayed~~ It is within the discretion of the Purchasing Agent whether to stay the bid award or contract pending any such protest.**

(C) Any protestant aggrieved by the decision of the purchasing agent may appeal to Town Council within **five ten** days of the purchasing agent's decision. **If the protestant requests a review by Town Council, the matter shall be placed on the agenda for Council consideration at the next Council meeting scheduled after the request is received.** No new issues may be raised on such appeal. The Mayor shall issue the decision of the Town Council within **15-10 days** of their hearing. The decision shall state the reason for the action taken. A decision rendered under this section shall be final and conclusive unless fraudulent.

(D) The appeal decision of the Mayor and the Town Council is the final administrative review and the decision of the Town, and such decision can be appealed to the circuit courts of the state.

(Ord. 2012-16, passed 11-15-2012)

32.08 COMPETITIVE BIDDING REQUIREMENT; EXCEPTIONS.

Competitive quotes or bidding is required on all purchases exceeding \$2,000 ~~(5,000)~~ with the following exceptions.

(A) *Emergency procurement.* Notwithstanding any other provision of this procedure, **the Purchasing Agent**, the Mayor, or his or her designee, may make an emergency procurement when there exists a threat to public health, welfare or safety under emergency conditions or where normal daily operations are affected. The purchasing limits, as provided for in the informal purchase procedures in division (C) ~~and~~ (D) **and** (E) of this section, will be suspended during the emergency situation to prevent an interruption or delay in emergency response. The maximum amount of the emergency purchase will be limited to ~~\$150,000~~ **\$100,000** for such emergency purpose. Purchases above this amount will require approval by a quorum of Town Council.

(B) *Procurement without competitive bidding.* The state and its agencies, including South Carolina counties and municipalities, write numerous indefinite-delivery-type contracts yearly with manufacturers, service providers, and contractors for regional and/or nationwide items, construction projects, or services. In all cases, Town procurement of equipment, goods, or services may be made from suppliers, which have current contracts in place through the state or one of its agencies, including South Carolina counties or municipalities, without seeking competitive bids or proposals. Also, **the Purchasing Agent, the** Mayor, or his or her designee, may procure from the private or public sector supplies, services, or construction items whenever such procurement may be obtained at or below the price established by the state purchasing division for an identical item **in accordance with this ordinance.**

(C) *Sole source procurement.* The purchase has been classified as sole source procurement and documentation, approved by the Mayor, or his or her designee, filed with any quote received by the vendor. As much competition amongst providers shall be sought when possible. A purchase may be classified as sole source for one of the following reasons:

- (1) There is only one vendor that can provide a specific product or service;
- (2) A brand or make has been established for conformity, to standardize equipment, improve maintenance, or other similar reasons; or
- (3) A specific brand has been established based on reviews, testing, availability, ability to work with other owned products, or other similar reasons.

(D) *Sensitive procurement.* When it is determined that unlimited solicitation may jeopardize sensitive operations, a limited solicitation shall be authorized, with such competition as practicable under the circumstances. Unless otherwise authorized by the Mayor **and Council**, sensitive procurement shall be limited to legal services, financial services to include financial advisors and rate consultants, or administrative services. In all such cases, the Mayor **and Council** must approve prior to ordering.

(E) *Professional services ~~(Architect/Engineering Services).~~* It is the policy of the Town to publicly announce all requirements for architect-engineer and to negotiate such contracts based on demonstrated competence and qualifications at fair and reasonable prices. In the procurement of

architect-engineer and land surveying services, the Purchasing Agent, the Mayor or his or her designee shall request firms to submit a statement of qualifications and performance data.

(1) The Purchasing Agent, the Mayor or his or her designee and a member of Council shall conduct discussions with no less than three firms, except when fewer respond. The firm deemed most qualified to provide the required services will be selected.

(2) The selection shall be made in order of preference, based on criteria established and published by the purchasing agent. The Purchasing Agent, the Mayor or his or her designee shall negotiate with the highest qualified firm for architect-engineer or land surveying services at a compensation which is considered to be fair and reasonable to the Town. In making this decision, the Purchasing Agent, the Mayor or his or her designee shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered.

(3) If the Purchasing Agent, the Mayor or his or her designee is unable to negotiate a satisfactory contract with the firm considered most qualified, Council will be notified and negotiations with that firm shall be formally terminated. The Purchasing Agent, the Mayor or his or her designee and a member of Council shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Agent, the Mayor or his or her designee and a member of Council shall then undertake negotiations with the third most qualified firm. If the Purchasing Agent, the Mayor or his or her designee is unable to negotiate a contract with any of the selected firms, the Purchasing Agent, the Mayor or his or her designee may select additional firms in order of their competence and qualifications, and the Purchasing Agent, the Mayor or his or her designee and a member of Council shall continue negotiations in accordance with this section until an agreement is reached.

~~(F) Professional Services. The competitive procurement requirements of this section shall not apply to the procurement of professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding such as legal, medical, consulting, real estate, appraiser, auditor or accounting services. The Mayor, or his or her designee, may secure professional services by direct negotiation and selection, taking into account the type of services required, the proximity (location) of the professional providing the services, the capability of the professional to produce the required service within a reasonable time, past performance, and the ability to meet budget requirements. Nothing herein shall be deemed to prohibit the Town from using competitive procurement procedures for professional services if the Mayor or his designee determines it is in the best interests of the Town.~~

~~(G) An expenditure may be made without competitive procurement when an item is required for trial use or testing. The Mayor, or his or her designee, shall set forth such determination and the basis therefor in a written statement submitted to Town Council and entered in the minutes of Council.~~

(H) The following types of expenditures are exempt from the competitive procurement requirements of this section:

(1) utilities including gas, electric, water, and sewer;

~~(2) information technology;~~

(2) ~~(3)~~ maintenance and repairs to vehicles, machinery or equipment necessary in providing an essential Town service;

(3) ~~(4)~~ maintenance or service contracts which are made with the manufacturer or authorized service agent (not including groundskeeping, landscaping, arborist or other similar services and/or service contractors which are not exempt);

(4) ~~(5)~~ replacement parts of existing equipment supplied by the original equipment manufacturer or authorized dealer;

(5) ~~(6)~~ routine, recurring purchases (e.g., office supplies);

(6) legal / attorney services excluding lobbying services;

~~(7) works of art and holiday decorations for public display;~~

~~(8) competitive bidding including, but not limited to, reverse auctions.~~

32.09 LEASES.

(A) *Lease defined.* A **LEASE** is a contract for the use of equipment or other supplies, or real property under which title does not pass to the Town unless there is a purchase option where title may pass to the Town at some future time. A lease period shall be restricted to a maximum of 20 years.

(B) *Entering a lease.* A lease may be entered into provided if:

(1) It is in the best interest of the Town;

(2) All conditions for renewal and costs of termination are set forth in the lease;

(3) The lease is not used to circumvent normal procurement procedures; and

(4) The lease contains appropriate non-appropriation language.

(C) *Lease with purchase option.* A purchase option in a lease may be exercised only if the lease containing the purchase option was awarded under competitive sealed bidding or competitive sealed proposal, or the leased supply or facility is the only supply or facility that can meet the Town's requirements as determined in writing by the purchasing agent.

(D) *Option provisions.* When a contract is to contain an option for renewal, extension, or purchase, notice of such provision shall be included in the solicitation. Exercise of the option is always at the Town's discretion only and not subject to agreement or acceptance by the contractor.

(E) Leases entered into by the Town are required to obtain Town Council approval.

32.10 SURPLUS STOCK.

(A) The **Purchasing Agent, the** Mayor or his or her designee shall have authority to transfer stock or surplus supplies to other offices, departments, or agencies of the Town.

(B) If the **Purchasing Agent, the** Mayor or his or her designee deems it appropriate, surplus stock and supplies can be given to charity or to another public entity; provided, however, that prior

approval is given by the Town Administrator for items with an estimated value up to \$1,000; and by the Mayor and Town Council for items with an estimated value of \$1,000.00 and above. ~~up to \$10,000; and by Council for items with an estimated value over \$10,000, but less than \$25,000.~~

(C) If deemed appropriate and approved by the ~~Purchasing Agent, the~~ Mayor and Town Council, surplus stock and supplies may be auctioned off to the highest bidder at an auction that has been noticed in a paper of general circulation. Written bids will be accepted on all surplus stock and supplies that have been listed in the auction bulletin. The auction bulletin shall describe each item and its fair market value. Employees, Council members, and their immediate families are not eligible to bid on auction items.

(D) Surplus stock and supplies with an estimated value exceeding \$25,000 shall be sold by formal written contract to the highest responsible bidder, after due notice inviting proposals.

32.11 PURCHASES FROM PETTY CASH.

A purchase of less than \$100 may be made from petty cash if approved by the Mayor or Town Administrator.

32.12 GIFTS AND REBATES.

The Purchasing Agent and every officer and employee of the Town are expressly prohibited from accepting, directly or indirectly, from any person, company, firm, or corporation to which any purchase order or contract is or might be awarded, any rebate, gift, money, or anything of value whatsoever, except where given for the use and benefit of the Town.

32.13 FINANCIAL INTEREST OF TOWN OFFICIALS AND EMPLOYEES.

No member of the Town Council or any officer or employee of the Town shall have a financial interest in any contract or in the sale to the Town or to a contractor supplying the Town of any land or rights or interests in any land, material, supplies, or services; except when a majority of the Town Council determines such exception is in the best interest of the Town, provided that no Council member whose interest is involved shall vote on the question. Any violation of this section shall constitute malfeasance in office and any officer or employee of the Town found guilty thereof shall thereby forfeit his or her office or position. A violation of this section by a person or corporation contracting with the Town shall render the contract voidable by the ~~Mayor.~~ **Town Administrator or Town Council.**

32.14 COOPERATIVE AND INTERGOVERNMENTAL PURCHASING

The ~~Purchasing Agent, the~~ Mayor or his designee shall have the authority to join with other governmental units in cooperative purchasing plans and to enter into purchase contracts with other governmental units without the formality of publication and receiving competitive bids as otherwise required in this chapter when the best interest of the Town would be served thereby. The ~~Purchasing Agent, the~~ Mayor or his designee also is given authority to make purchases of supplies and equipment through the property division of the State Budget and Control Board, without the formality of publication and receiving competitive bids as otherwise required in this chapter.

32.15 OWNERSHIP AND DEPOSITION OF PROPERTY

As prescribed in Section 5-7-40 of the State of South Carolina Code of Laws, the Town of James Island may:

- (A) own and possess property within and without the corporate limits, real, personal or mixed, without limitation, through passing a Resolution **adopted** at a public meeting; and
- (B) sell, alien, convey, lease or otherwise dispose of personal property and in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, through passing an Ordinance **adopted** at a public meeting.

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

First Reading: _____

Second Reading: _____

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

AN ORDINANCE TO AMEND ORDINANCE # 2017-06: ESTABLISHING PURCHASING PROCEDURES FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA

BE IT ORDAINED, by the Mayor and Council members of the Town of James Island, SC that the following purchasing procedures are hereby amended in RED and further modified in Blue and Yellow.

The Town recognizes its responsibility to extend equal opportunity in purchasing decisions and encompasses all qualified individuals and companies in protected groups regardless of race, color, creed, religion, association, national origin, sex, age, or disability. The Town makes all purchasing decisions in full compliance with the laws and regulations of both the United States and the state. The Town makes qualifying purchasing decisions in a genuine, open, and competitive selection process, which complies with equal opportunity regulations. Qualifying purchasing decisions made by the Town shall be fair and neutral, provide opportunities to all persons or businesses applying, and strive to prevent and eliminate discriminatory behavior and practices by encouraging and utilizing nondiscriminatory practices in all aspects of its decision-making.

32.02 PURCHASING AGENT DESIGNATED; SPECIFIED DUTIES.

(A) There shall be an employee of the Town designated by the Mayor as the Purchasing Agent.

(B) The Purchasing Agent shall be responsible for:

(1) The purchase of supplies, materials, equipment, and contractual services required by any office, department, or agency of the Town government;

(2) Providing for the storage and distribution of supplies, materials, and equipment purchased by the Town and maintaining a perpetual inventory of appropriate items;

(3) Establishing specifications, where deemed necessary and practical, for such supplies, materials, equipment, and services. Such specifications shall be as definite and clear as possible and shall encourage competition wherever practical;

(4) Developing and maintaining an up-to-date list of qualified suppliers, vendors, and service providers, including those who have requested that their names be placed on a bidders list. The purchasing agent shall have the authority to remove the names of vendors who have defaulted on their quotations, attempted to defraud or mislead the Town, or who have failed to meet established requirements, including, but not limited to, established quotations or delivery dates; and

(5) Obtaining the most competitive prices on all purchases, contracts, and services.

32.03 PURCHASING LIMITATIONS AND AUTHORIZATIONS.

(A) To maximize the purchasing value of public funds, all procurements should be competitive where practicable and serve the best interest of the Town.

(B) Upon verification of adequate funds, all supplies, equipment, and contractual services, except as otherwise provided herein, shall be purchased by the following methods:

(1) *For purchases \$0–\$2,499* ~~\$1,999~~ Requires no formal procurement, but the **Purchasing Agent** will ensure that the lowest cost is sought when possible. Purchases up to \$ ~~2,499~~ ~~\$1,999~~ must be approved by the **Purchasing Agent**, the Mayor, or his or her designee, provided adequate budgeted funds are available for the purchase;

(2) *For purchases \$2,500–\$2,000–\$4,999* ~~\$9,999~~ Requires that a minimum of ~~three~~ **two** written competitive quotes be obtained with the award given to the lowest qualified bidder. A written quote or informal bid can consist of a fax, email, mailings, or any similar means. Purchases up to ~~\$9,999~~ ~~\$4,999~~ must be approved by the **Purchasing Agent**, the Mayor, or his or her designee provided adequate budgeted funds are available for the purchase. **Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget;**

(3) *For purchases \$5,000 - \$24,999.* Requires that a minimum of **three** written competitive quotes be obtained with the award given to the lowest qualified bidder. A written quote or informal bid can consist of a fax, email, mailings, or any similar means. Purchases up to \$24,999 must be approved by the Purchasing Agent, the Mayor, or his or her designee provided adequate budgeted funds are available for the purchase. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget;

(4) *For purchases \$25,000 and over.* Requires that purchases be made through competitive sealed bids and advertised through local press publications, the Town's website, and/or the South Carolina Business Opportunities (SCBO) publication or other similar publications. Purchases over \$25,000 must be approved by the Mayor and ~~Town~~ Council.

(C) Nothing in this section shall prohibit a higher level, more stringent procurement method being used if it is determined by the ~~purchaser~~ **Purchasing Agent** that the Town's best interest would be better served.

(D) Formal contracts shall be executed by the Mayor pursuant to the terms of this ordinance.

(E) Formal contracts for the purchase, sale or lease of real property or real estate and/or contracts for services over \$5000 shall be executed by the Mayor if prior approval by Town Council is obtained. (See also: Section 32.15).

32.04 PROCUREMENT LEVELS, ~~LIMITATIONS, AUTHORIZATIONS~~ AND PROCESS.

(A) *Small Procurements* (~~\$0–\$2,499 (4,999)~~ ~~\$1,999~~)

(1) Small purchases must be approved by **the Purchasing Agent**, the Mayor or his or her designee or a request may be submitted to the **Purchasing Agent** for procurement.

(2) Competition is encouraged and recommended to ensure fair and reasonable pricing. Each purchasing authority shall use professional discretion and good judgment in an effort to maximize the purchasing value of public funds.

(3) Small procurements of ~~less than \$2,500 (\$5,000)~~ ~~\$1,999~~ ~~Requires no formal procurement, but the purchaser will ensure that the lowest cost is sought when possible. Small procurements must be approved by the Purchasing Agent and~~ shall be accomplished by purchase orders in accordance with Town procedures and forwarded to the Finance Officer, who shall from time to time audit small procurements to validate that small purchases have been executed in accordance with this chapter and entered into the Town's purchasing system.

(B) *Competitive quotes* (~~\$2,500 (\$5,000) – \$9,999~~) (~~\$2,000 - \$4,999~~)

(1) Competitive quotes may be obtained by the Purchasing Agent or his or her designee, ~~provided adequate budgeted funds are available for the purchase.~~

(2) Offers shall be requested and obtained from at least ~~three (two)~~ ~~two~~ ~~written~~ sources ~~whenever possible~~ for purchases costing ~~\$2,500 (\$5,000)~~ ~~\$2,000~~ or more but less than ~~\$10,000~~ ~~\$4,999~~.

(3) All suppliers solicited shall be afforded a complete description and requirements of the goods and services being sought, including any special conditions of the expected procurement.

(4) All suppliers solicited shall be afforded time considered reasonable by the purchaser to provide written quotes. Written responses shall be accepted by fax, email, mailings, or other similar means.

(5) All responses received shall be evaluated for price, quality, acceptability as specified, availability of goods or services, past performance, transportation, or any other special cost or factors, which may apply, including any special conditions or exceptions which the vendor may have stipulated.

(6) In all cases, any discussions with vendors after responses have been received shall be limited to clarification purposes. No discussion or disclosure is permissible with any vendors in regard to offers received from others.

(7) Negotiation is generally not applicable to competitive quotes although negotiations may be conducted; however, should any negotiations result in the change of the vendor's ranking, then like negotiations shall be afforded other vendors that have submitted a quote.

(8) Award shall be made to the most responsive, responsible vendor whose response has been evaluated and determined to meet the requirements and to be in the best interest of the Town. The Town shall reserve the right to award to the most responsive, responsible vendor by units or projects, whichever is in the best interest of the Town.

(9) All such information received shall be considered confidential and shall not be disclosed to any vendor prior to an award decision. If all offers exceed the acceptable limits and it is determined that the goods or services shall be reprocessed, then all offers shall be rejected and no cost or pricing information shall be disclosed to any vendor for any reason.

(10) Procurements ~~\$2,500 (\$5,000)~~ ~~\$2,000~~ or more but less than ~~\$10,000~~ ~~\$4,999~~ shall be accomplished by purchase orders in accordance with departmental procedures with supporting quote documents and source justification and/or written rationale as to why the procurement may be considered under other procurement methods as provided elsewhere within this chapter, or more specifically, considered as a sole source procurement, sensitive procurement, emergency

procurement, procurement through the state or one of its agencies, the county, or procurement through an existing Town contract. Supporting documentation should include written quotes submitted by vendors and contain a clear, concise statement as to the services and/or goods offered for the Town's consideration. At a minimum, comparative pricing should be obtained from ~~three~~ ~~(two)~~ ~~two~~ sources whenever possible which provide like or similar goods and/or services. Purchase orders \$~~2,500~~ ~~(5,000)~~ ~~\$2,000~~ or more but less than \$10,000 ~~\$4,999~~ must be approved by the Purchasing Agent, the Mayor or his or her designee provided adequate budgeted funds are available for the purchase. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget;

(C) *Competitive quotes (\$10,000 - \$5,000 - \$24,999)*. All requirements outlined in above division (B) apply to this purchasing level except that a minimum of ~~three~~ written competitive quotes be obtained with the award given to the lowest qualified bidder. Purchase orders \$5,000 or more but less than \$24,999 must be approved by the Purchasing Agent, the Mayor, or his or her designee provided adequate budgeted funds are available for the purchase. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget;

~~except that purchase orders require approval by the Mayor and Town Council and a minimum of three written quotes is required.~~

(D) *Competitive sealed bids (\$25,000 and over)*. -All requirements outlined in above division (C) apply to this purchasing level ~~and a minimum of three written quotes is required.~~

(1) Purchases and/or contracts valued at \$25,000 or greater shall be awarded by competitive, sealed bidding, ~~except as may be provided elsewhere in this chapter.~~

(2) Full specifications and proposed vendors shall be provided to the purchasing agent to solicit competitive sealed bids.

(3) An invitation for bids shall be advertised through local press publications, the Town's website, and/or the South Carolina Business Opportunities (SCBO) publication or other similar publications, not less than ten days prior to the date set forth therein for the opening of bids.

(4) If necessary, all prospective bidders will be invited to a pre-bid meeting with the purchasing agent to discuss the bid.

(5) All bids received prior to the opening shall be kept secure and unopened. All bids, hand delivered, shall be initialed, indicating date and time received. Any bids not properly identified and opened in error by the Town shall be resealed immediately and initialed by the recipient.

(6) Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified in the invitation, together with the name of each bidder, shall be tabulated. The tabulation shall be open to public inspection at that time.

(7) It shall be the responsibility of all bidders to provide adequate means whereby their bids, whether mailed or hand carried, shall be received by the Town no later than the day and time as stated in the invitation. Late bids will not be accepted.

(8) Bids shall be accepted unconditionally without alteration or correction, except as may be otherwise authorized in this chapter. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in the bid evaluation that is not set forth in the invitation for bids.

(9) The Town shall evaluate the bids solely using the information as supplied by the bidder. However, it is sometimes determined that, for clarification and more professional evaluation, additional information is desirable and often necessary. Therefore, the Town reserves the right to hold discussions, review the specifications as believed offered, and request clarification or any additional technical information, which may provide a fair and impartial evaluation by the Town. All discussions shall be limited to the bidder's products, goods, or services, and no discussion shall be permitted regarding bids by others.

(10) Corrections or withdrawal of inadvertently erroneous bids before bid opening, withdrawal of inadvertently erroneous bids after award, or cancellation of awards or contracts based on such bid mistakes may be permitted by the Town where appropriate.

(11) Any bidder may, by requesting in writing, withdraw his or her bid for any reason prior to the scheduled bid opening.

(12) After bid opening, no changes in bid prices or other provisions or bids prejudicial to the interest of the Town or fair competition shall be permitted.

(13) Properly worded and directed changes or corrections, which do not disclose the total amount may be made by any bidder if submitted to the Town in writing and received prior to bid opening. These changes or corrections may be hand carried, mailed, emailed, or sent via fax transmission as follows.

(a) To increase or decrease a previously submitted lump sum amount, the bidder shall instruct the Town in the amount that his or her bid is to be increased or decreased by.

(b) In case of a bid which contains multiple items, the bidder shall instruct the Town in the amount that he or she desires a given item to be increased or reduced, thereby requesting that his or her total bid be increased or decreased in an equal amount. Changes shall only reflect the amount of adjustment. Changes received which indicate or divulge openly the total amount bid shall not be accepted.

(14) The bid shall be awarded with reasonable promptness by notice to the most responsible bidder whose bid meets the requirements and specifications and any other award criteria set forth in the invitation for bids, and in the best interest of the Town. **The Town reserves the right to reject any or all submittals.**

(15) The Mayor may authorize the **Purchasing Agent**, in situations where the Town's best interest precludes re-solicitation of work, goods, or services of a reduced scope, to negotiate an adjustment in the bid price, including change in the requirements, with the low, responsive, and responsible bidder.

(16) In the event that negotiations are unsuccessful in reaching a price or scope of work or services which would be agreeable, the Town, at its discretion, may terminate all negotiations with the lowest bidder, and enter new negotiations with the next lowest bidder, and likewise the third and sequential bidder should negotiations not be productive with the second lowest offerer.

(17) Should subsequent negotiations be conducted, all negotiations shall be conducted in like manner as with the first bidder. No changes or reductions in scope of work or services shall be permitted during negotiations with sequential bidders that was not permitted or offered with the negotiations with previous responsive bidders.

(18) In conducting negotiations, there must be no disclosure of any information derived from bids submitted by competing bidders.

(19) Procurements costing more than \$25,000 shall be accomplished by purchase orders in accordance with departmental procedures with supporting bid award documents and source justification and/or written rationale as to why the procurement may be considered under other procurement methods as provided elsewhere within this chapter, or more specifically, considered as a sole source procurement, sensitive procurement, emergency procurement, procurement through the state or one of its agencies, the county, or procurement through an existing Town contract. Supporting bid award documents should include bid tabulation and a concise statement as to the reasons for the bid award recommendation. Purchase orders more than \$25,000 must be approved by the Mayor and Town Council.

(E) Nothing in this section shall prohibit a higher level, more stringent procurement method being used if it is determined by the ~~purchaser~~ Purchasing Agent that the Town's best interest would be better served.

(F) Written contracts shall be executed by the Mayor.

(G) Written contracts for the purchase or sale of real property or real estate or contracts for services over \$5000 shall be executed by the Mayor if prior approval by Town Council is obtained. (See also: Section 32.15).

(H) The Purchasing Agent may ~~also~~ authorize any specific budgeted expenditure approved in the current fiscal year's budget, where the price does not exceed the budget estimate ~~by more than ten (10%) percent,~~ if the total expenditure does not exceed ~~\$25,000.00.~~ \$4,999.00. The Purchasing Agent shall submit a report of the expenditure to the Town Council, which shall be entered in the minutes of Council. Council approval is required if the purchase or expenditure is not a specified item in the annual budget or if it is a portion of a specified item approved by Council in the annual budget;

32.05 AWARD TO OTHER THAN LOW BIDDER.

(A) When the award is not given to the lowest responsive bidder, a full and complete list of the reasons therefor shall be filed with the purchase order and/or other documents relating to the transaction. Local vendor preference shall be given to those vendors who maintain a principal place of business (owned or rented) within the Town, as registered in official documents filed with the Secretary of State, the Internal Revenue Service, or State Tax Commission, and hold a valid Town business license.

(B) In evaluating the price of eligible local vendor bids, the bids shall be evaluated as though the prices proposed by local bidders were either 5%, 2%, or 1% lower than actually proposed in accordance with the following schedule:

(1) If the local bidder submits a bid costing less than \$2,500, the business or individual shall be evaluated on a 5% reduction basis;

(2) If the local bidder submits a bid cost \$25,000 or less, the business or individual shall be evaluated on a 2% reduction basis; and

(3) For bids \$25,000 or more, the evaluation shall be based on a 1% reduction basis, but will not exceed a total reduction of more than \$2,000.

(C) Nothing herein shall be construed as increasing or decreasing the actual price of a bid and the resulting contract; this section is intended only to be used for the purposes of comparing and evaluating bids and proposals for products and services. Nothing within this section shall be construed to create any private rights claims, or cause of action on behalf of any person, including but not limited to bidders.

(D) The requirements of this section may be waived by the Mayor upon a formal finding that the best interest of the Town would not be served by adhering to the provisions of this section.

(E) This section shall not apply in emergency or sensitive procurement situations.

(F) The Town reserves the right to specify brand names based on its experience, current inventory, and other qualifications specified by the user department.

32.06 BID SECURITY DEPOSITS, ~~AND PERFORMANCE BONDS~~, AND MATERIALS TESTING.

(A) Bid security deposits and/or performance bonds, including but not limited to performance, payment, labor, material, and/or warranty may be required as described in the invitation to bid as determined by the Town.

(B) The Purchasing Agent shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries, which are reasonably necessary to determine their quality and conformance with the specifications. In the performance of such tests, the Purchasing Agent shall have the authority to make use of laboratory facilities of any agency of the Town or any outside laboratory. The Purchasing Agent shall provide to the Mayor and Council any results or reports from materials testing.

32.07 PROTEST PROCEDURES.

(A) Any bidder who is aggrieved in connection with the solicitation or award of a bid shall protest to the purchasing agent within five **ten** days from the time of award of the goods or services being grieved. Such protest must be in writing, and must set forth all specific grounds for the protest in detail and explain the factual and legal basis for each issue raised. No additional issues may be raised or will be considered thereafter.

(B) The purchasing agent shall conduct all inquiries deemed necessary, and a hearing may be held at the discretion of the purchasing agent. The purchasing agent shall issue a decision in writing within ten calendar days stating the reasons for the action taken and informing the protestor of the right to request a review of the decision by Town Council. ~~The bid award or contract shall not be stayed.~~ It is within the discretion of the Purchasing Agent whether to stay the bid award or contract pending any such protest.

(C) Any protestant aggrieved by the decision of the purchasing agent may appeal to Town Council within five ten days of the purchasing agent's decision. If the protestant requests a review by Town Council, the matter shall be placed on the agenda for Council consideration at the next Council meeting scheduled after the request is received. No new issues may be raised on such appeal. The Mayor shall issue the decision of the Town Council within 45 10 days of their hearing. The decision shall state the reason for the action taken. A decision rendered under this section shall be final and conclusive unless fraudulent.

(D) The appeal decision of the Mayor and the Town Council is the final administrative review and the decision of the Town, and such decision can be appealed to the circuit courts of the state.

(Ord. 2012-16, passed 11-15-2012)

32.08 COMPETITIVE BIDDING REQUIREMENT; EXCEPTIONS.

Competitive quotes or bidding is required on all purchases exceeding \$~~2,500 (\$5,000)~~\$2,000-with the following exceptions.

(A) *Emergency procurement.* Notwithstanding any other provision of this procedure, the Purchasing Agent, the Mayor, or his or her designee, may make an emergency procurement when there exists a threat to public health, welfare or safety under emergency conditions or where normal daily operations are affected. The purchasing limits, as provided for in the informal purchase procedures in division (C), ~~and (D)~~ and (E) of this section, will be suspended during the emergency situation to prevent an interruption or delay in emergency response. The maximum amount of the emergency purchase will be limited to \$~~150,000~~ \$100,000 for such emergency purpose. Purchases above this amount will require approval by a quorum of Town Council.

(B) *Procurement without competitive bidding.* The state and its agencies, including South Carolina counties and municipalities, write numerous indefinite-delivery-type contracts yearly with manufacturers, service providers, and contractors for regional and/or nationwide items, construction projects, or services. In all cases, Town procurement of equipment, goods, or services may be made from suppliers, which have current contracts in place through the state or one of its agencies, including South Carolina counties or municipalities, without seeking competitive bids or proposals. Also, the Purchasing Agent, the Mayor, or his or her designee, may procure from the private or public sector supplies, services, or construction items whenever such procurement may be obtained at or below the price established by the state purchasing division for an identical item in accordance with this ordinance.

(C) *Sole source procurement.* The purchase has been classified as sole source procurement and documentation, approved by the Mayor, or his or her designee, filed with any quote received by the vendor. As much competition amongst providers shall be sought when possible. A purchase may be classified as sole source for one of the following reasons:

- (1) There is only one vendor that can provide a specific product or service;
- (2) A brand or make has been established for conformity, to standardize equipment, improve maintenance, or other similar reasons; or
- (3) A specific brand has been established based on reviews, testing, availability, ability to work with other owned products, or other similar reasons.

(D) *Sensitive procurement.* When it is determined that unlimited solicitation may jeopardize sensitive operations, a limited solicitation shall be authorized, with such competition as practicable under the circumstances. Unless otherwise authorized by the **Mayor and Council**, sensitive procurement shall be limited to legal services, financial services to include financial advisors and rate consultants, or administrative services. In all such cases, **the Mayor and Council** must approve prior to ordering.

(E) *Professional services (Architect/Engineering Services).* It is the policy of the Town to publicly announce all requirements for architect-engineer **and surveying services** and to negotiate such contracts based on demonstrated competence and qualifications at fair and reasonable prices. In the procurement of architect-engineer **and land surveying services**, **the Purchasing Agent, the Mayor** or his or her designee shall request firms to submit a statement of qualifications and performance data.

(1) **The Purchasing Agent, the Mayor** or his or her designee **and a member of Council** shall conduct discussions with no less than three firms, except when fewer respond. The firm deemed most qualified to provide the required services will be selected.

(2) The selection shall be made in order of preference, based on criteria established and published by the purchasing agent. **The Purchasing Agent, the Mayor** or his or her designee shall negotiate with the highest qualified firm for architect-engineer **or land surveying services** at a compensation which is considered to be fair and reasonable to the Town. In making this decision, **the Purchasing Agent, the Mayor** or his or her designee shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered.

(3) If **the Purchasing Agent, the Mayor** or his or her designee is unable to negotiate a satisfactory contract with the firm considered most qualified, **Council will be notified and negotiations with that firm shall be formally terminated.** **The Purchasing Agent, the Mayor** or his or her designee **and a member of Council** shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, **the Purchasing Agent, the Mayor** or his or her designee **and a member of Council** shall then undertake negotiations with the third most qualified firm. If **the Purchasing Agent, the Mayor** or his or her designee is unable to negotiate a contract with any of the selected firms, **the Purchasing Agent, the Mayor** or his or her designee may select additional firms in order of their competence and qualifications, and **the Purchasing Agent, the Mayor** or his or her designee **and a member of Council** shall continue negotiations in accordance with this section until an agreement is reached.

~~(F) *Professional Services.* The competitive procurement requirements of this section shall not apply to the procurement of professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding such as legal, medical, consulting, real estate, appraiser, auditor or accounting services. The Mayor, or his or her designee, may secure professional services by direct negotiation and selection, taking into account the type of services~~

~~required, the proximity (location) of the professional providing the services, the capability of the professional to produce the required service within a reasonable time, past performance, and the ability to meet budget requirements, Nothing herein shall be deemed to prohibit the Town from using competitive procurement procedures for professional services if the Mayor or his designee determines it is in the best interests of the Town.~~

~~(G) An expenditure may be made without competitive procurement when an item is required for trial use or testing. The Mayor, or his or her designee, shall set forth such determination and the basis therefor in a written statement submitted to Town Council and entered in the minutes of Council.~~

(F) The following types of expenditures are exempt from the competitive procurement requirements of this section:

(1) utilities including gas, electric, water, and sewer;

~~(2) information technology;~~

(3) maintenance and repairs to vehicles, machinery or equipment necessary in providing an essential Town service;

(4) maintenance or service contracts which are made with the manufacturer or authorized service agent (not including groundskeeping, landscaping, arborist or other similar services and/or service contracts which are not exempt);

(5) replacement parts of existing equipment supplied by the original equipment manufacturer or authorized dealer;

(6) routine, recurring purchases (e.g., office supplies);

(7) legal / attorney services excluding lobbying services;

~~(7) works of art and holiday decorations for public display;~~

(8) competitive bidding including, but not limited to, reverse auctions.

32.09 LEASES.

(A) *Lease defined.* A **LEASE** is a contract for the use of equipment or other supplies, or real property under which title does not pass to the Town unless there is a purchase option where title may pass to the Town at some future time. A lease period shall be restricted to a maximum of 20 years.

(B) *Entering a lease.* A lease may be entered into provided if:

- (1) It is in the best interest of the Town;
- (2) All conditions for renewal and costs of termination are set forth in the lease;
- (3) The lease is not used to circumvent normal procurement procedures; and
- (4) The lease contains appropriate non-appropriation language.

(C) *Lease with purchase option.* A purchase option in a lease may be exercised only if the lease containing the purchase option was awarded under competitive sealed bidding or competitive sealed proposal, or the leased supply or facility is the only supply or facility that can meet the Town's requirements as determined in writing by the purchasing agent.

(D) *Option provisions.* When a contract is to contain an option for renewal, extension, or purchase, notice of such provision shall be included in the solicitation. Exercise of the option is always at the Town's discretion only and not subject to agreement or acceptance by the contractor.

(E) **Leases entered into by the Town are required to obtain Town Council approval.**

32.10 SURPLUS STOCK.

(A) **The Purchasing Agent, the** Mayor or his or her designee shall have authority to transfer stock or surplus supplies to other offices, departments, or agencies of the Town.

(B) If **the Purchasing Agent, the** Mayor or his or her designee deems it appropriate, surplus stock and supplies can be given to charity or to another public entity; provided, however, that prior approval is given by the Town Administrator for items with an estimated value up to \$1,000 **and** by the Mayor **and Town Council** for items with an estimated **value of \$1001.00 and above. up to \$10,000; and by Council for items with an estimated value over \$10,000, but less than \$25,000.**

(C) If deemed appropriate and approved by **the Purchasing Agent, the** Mayor and Town Council, surplus stock and supplies may be auctioned off to the highest bidder at an auction that has been noticed in a paper of general circulation. Written bids will be accepted on all surplus stock and supplies that have been listed in the auction bulletin. The auction bulletin shall describe each item and its fair market value. Employees, Council members, and their immediate families are not eligible to bid on auction items.

(D) Surplus stock and supplies with an estimated value exceeding \$25,000 shall be sold by formal written contract to the highest responsible bidder, after due notice inviting proposals.

32.11 PURCHASES FROM PETTY CASH.

A purchase of less than \$100 may be made from petty cash if approved by the Mayor or Town Administrator.

32.12 GIFTS AND REBATES.

The **Purchasing Agent** and every officer and employee of the Town are expressly prohibited from accepting, directly or indirectly, from any person, company, firm, or corporation to which any purchase order or contract is or might be awarded, any rebate, gift, money, or anything of value whatsoever, except where given for the use and benefit of the Town.

32.13 FINANCIAL INTEREST OF TOWN OFFICIALS AND EMPLOYEES.

No member of the Town Council or any officer or employee of the Town shall have a financial interest in any contract or in the sale to the Town or to a contractor supplying the Town of any land or rights or interests in any land, material, supplies, or services; except when a majority of the Town Council determines such exception is in the best interest of the Town, provided that

no Council member whose interest is involved shall vote on the question. Any violation of this section shall constitute malfeasance in office and any officer or employee of the Town found guilty thereof shall thereby forfeit his or her office or position. A violation of this section by a person or corporation contracting with the Town shall render the contract voidable by the ~~Mayor.~~ Town Administrator or Town Council.

32.14 COOPERATIVE AND INTERGOVERNMENTAL PURCHASING

The Purchasing Agent, the Mayor or his designee shall have the authority to join with other governmental units in cooperative purchasing plans and to enter into purchase contracts with other governmental units without the formality of publication and receiving competitive bids as otherwise required in this chapter when the best interest of the Town would be served thereby. The Purchasing Agent, the Mayor or his designee also is given authority to make purchases of supplies and equipment through the property division of the State Budget and Control Board, without the formality of publication and receiving competitive bids as otherwise required in this chapter.

32.15 OWNERSHIP AND DEPOSITION OF PROPERTY

As prescribed in Section 5-7-40 of the State of South Carolina Code of Laws, the Town of James Island may:

- (A) own and possess property within and without the corporate limits, real, personal or mixed, without limitation, through passing a Resolution adopted by Town Council at a public meeting; and
- (B) sell, alien, convey, lease or otherwise dispose of personal property and in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, through passing an Ordinance adopted by Town Council at a public meeting.

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

First Reading: December 19, 2019

Second Reading: _____

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk