



Town of James Island, Regular Town Council Meeting
February 15, 2024; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

IN-PERSON MEETING

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

The Town encourages the public to provide comments prior to its Town Council meeting. Residents wishing to address the Council will be limited to three (3) minutes and must sign in to speak. Comments may also be sent ahead of the meeting by emailing to: info@jamesislandsc.us, mail to P.O. Box 12240, Charleston, SC 29422, or placed inside the drop box outside of Town Hall at 1122 Dills Bluff Rd.

- 1) Opening Exercises: (Councilman Dodson)
- 2) Public Comment:
- 3) Consent Agenda:
 - a) Minutes: Special Town Council Meeting, January 16, 2024
 - b) Minutes: January 17, 2024, Town Council Short Term Rental (STR) Workshop
 - c) Minutes: January 18, 2024, Regular Town Council Meeting
- 4) Information Reports:
 - a) Finance Report
 - b) Island Sheriff's Patrol Report
 - c) Public Works Report
- 5) Requests for Consideration by Staff:
- 6) Requests for Consideration by Council:
 - a) Driveway Repair @ 1750 Pittsford Circle - \$2,850
 - b) Driveway Repair @ 1083 Quail Drive - \$2,750
 - c) Gate and Fence Repair @ Pinckney Park: McCarty @\$5,900 and DeCarlo @\$7,268
 - d) Zero-Turn Mower and Trailer Quotes

- e) Island Sheriff's Patrol Rate Increase
 - f) Roof Bids for James Island Arts & Cultural Center: Roof Coating and Facia Replacement, Infrared Scan for Wet Insulation, and Exterior Wall Coating Bids
- 7) Committee Reports:
- a) Land Use Committee
 - b) Environment and Beautification Committee
 - c) Children's Committee
 - d) Public Safety Committee
 - Appointment to Neighborhood Council Committee
 - e) History Committee
 - f) Rethink Folly Road
 - g) Drainage Committee
 - h) Business Development Committee
 - i) Trees Advisory Committee
 - j) James Island Intergovernmental Council
 - k) Accommodations Tax Committee
- 8) Proclamations and Resolutions:
- a) Proclamation Recognizing National Assn. of Women in Construction Week,
 - b) Intergovernmental Agreement for Folly Bike and Pedestrian Improvements/Resolution # 2017
 - c) Resolution 2024-02: Municipal Consent Agreement for Ft. Johnson and Camp Roads (Round-About)
- 9) Ordinances up for First Reading:
- a) First Reading: Ordinance # 2024-02: To Amend Ordinance #2019-13 Establishing Purchasing Procedures for the Town of James Island: To Increase Purchasing Limits
- 10) Ordinances up for Second/Final Reading:
- a) Second/Final Reading: Ordinance #2024-01: Amendment to Ordinance #2018-16 Pertaining to Environmentally Acceptable Packaging to Clarify the Definitions of Reusable Carryout Bags
- 11) Old Business:
- a) Rescind Motion for 2024 Town Council Meeting Schedule
- 12) New Business:
- 13) Executive Session: The Town Council may enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina for receipt of legal advice regarding potential land purchases for parks/greenspace/recreation, and discussion regarding 1248 Camp Road, and for personnel matters. Upon returning to Open Session the Council may act on matters discussed in the Executive Session.
- 14) Return to Regular Session:

15) Announcements/Closing Comments:

16) Adjournment:

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The Town of James Island held a Special Town Council meeting on Thursday, January 16, 2024 at 6:30 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live-streamed on the Town’s website, www.jamesislandsc.us/livestream-town-meetings.

The following members of Council were present: Boles, Dodson, Mignano (arrived before the executive session), Mullinax, and Mayor Lyon, who presided. Also, Bonum S. Wilson, Town Attorney, Caroline Cleveland, Cleveland & Conley, LLC (Labor & Employment Attorney), and Frances Simmons, Town Clerk.

Call to Order: Mayor Lyon called the meeting to order at 6:30 p.m. She led the Pledge of Allegiance and asked those who wished to join in prayer.

Executive Session: Mayor Lyon announced that the Town Council will enter into an executive session in accordance with 30-4-70(a) Code of Laws of South Carolina for legal advice concerning personnel and contractual matters. Upon returning to open session the Council may act on matters discussed in the executive session. A motion to enter the executive session at 6:32 p.m. was made by Councilman Boles, seconded by Councilman Dodson.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Return to Open Session: Mayor Lyon announced that no votes were taken during the executive session and called for a motion to return to open session at 7:10 p.m. Councilman Boles moved, seconded by Councilman Dodson.

Vote:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Mayor Lyon asked Council if there were any motions to come forth. The following motions were made:

Councilwoman Mignano moved to end the employment relationship with the current Town Administrator so that the new Mayor can select the person she will be working with. This will be a “without cause” termination. A vote to approve will also authorize the Mayor to move forward with satisfying whatever contractual obligations might exist in relation to that separation. The motion was seconded by Councilman Mullinax.

Vote:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Councilman Dodson moved that Council authorize Mayor Lyon to engage Jack O’Toole to perform the duties of Town Administrator to ensure that all Town needs are met in the interim until a new Administrator can be

hired. This engagement will be on a contractual basis, month to month for up to six months. The motion was seconded by Councilman Boles.

Vote:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Councilman Mullinax moved that Council authorize Mayor Lyon to engage Cleveland & Conley, LLC, to provide employment law advice to the Town on a continuing as-needed basis. The motion was seconded by Councilwoman Mignano.

Vote:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:13 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

The Town of James Island held a Workshop for discussion of amending the Zoning and Land Development Regulations Ordinance regarding Short-Term Rentals and Accessory Dwelling Units. The Workshop was held on Wednesday, January 17, 2024 at 5:00 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. The Workshop was live-streamed on the Town’s website, www.jamesislandsc.us/livestream-town-meetings.

The following members of Council were present: Boles, Dodson, Mignano, Mullinax, and Mayor Lyon, who presided. Also, Planning Director, Kristen Crane, Planner II, Flannery Wood, and Town Clerk, Frances Simmons.

Call to Order: Mayor Lyon called the workshop to order at 5:00 p.m. She announced that short-term rentals were a “hot” topic during this election and the Council wanted to address the issue sooner rather than later. She thanked everyone for attending to express their concerns. Mayor Lyon asked those who wished to join in the prayer followed with the Pledge of Allegiance.

Public Comments: The following people expressed their concerns and opinions regarding the pros and cons of short-term rentals in the Town and for the Town to develop an ordinance that would benefit everyone. Comments in its entirety www.jamesislandsc.us/livestream-town-meetings.

Not in Favor

Frank Edwards, 555 Schooner Rd:
Harlen F. Woods, Sr. 558 Lynn Ave:

In Favor (with some wanting restrictions)

Sean Oddis, 825 Fred St.
Adam Moore, 954 Nabors Dr,
Chris Benson, 991 White Point Blvd. (also provided document to Council)
Jonathan Taylor, 1059 Renwood Dr.
Sarah Young, 1071 Harbor View Rd.
Paul Comar, 1231 Chuka Ct.
Ellen Babb, 1257 Midvale Ave.
David Vernon, 1429 Ft. Johnson Rd.

Presentation of Short-Term Rental: Planning Director, Kristen Crane: Ms. Crane provided a slide presentation on short-term rentals in the Town of James Island; what is allowed/not allowed per Town Ordinance. She also shared general information on how short-term rentals are handled by other municipalities, and the Municipal Association of SC’s undertaking of how short-term rentals are handled by other municipalities in the state. She touched on things that Council should consider should this change be granted. Ms. Crane provided information on ADU’s (Accessory Dwelling Units). Her opinion is that it should not be lumped in with short-term rentals, though they may come together at some time. As it is now, it is not defined in the zoning ordinance, and it is not listed in the Use Table, but it needs to be addressed. She offered to obtain information on ADUs from other municipalities if that is the desire of the Council to see what their rules are. Presentation attached.

Questions and discussion regarding amending the Zoning and Land Development Regulations Ordinance with respect to Short-term Rentals and Accessory Dwelling Units.

Councilman Dodson noted that ADU’s are not included; what about duplexes. Ms. Crane said there are duplexes in the Town; however, they are not allowed in RSL. She said most of the older ones are grandfathered, for example, those in the Bayfront s/d. She noted some legal ADU’s because they were granted in previous iterations of the Town at some time. The owner having approval permits is helpful.

Councilwoman Mignano said State law says if you are a primary homeowner, you can only rent a short-term rental for 72 days per year as a cap. She asked if that is for a personal home or if someone has an ADU. Ms. Crane answered if they want to keep the 4% tax. Councilwoman Mignano asked about the entire home being rented and Ms. Crane said if the entire home is rented, the 4% would not be given; rather 6%. Councilwoman Mignano asked about studio apartments and Ms. Crane answered that it would depend on the property owner whether it is legal; when it was built/converted, and whether permits were issued for it to be done.

Councilman Dodson asked if monies from these business licenses/permit fees are earmarked as a specific category or do they go into the General Fund. Ms. Crane was unsure but would find that out.

Councilwoman Mignano said she has been looking into short-term rentals as well as affordable housing. She is in favor of property rights; but doesn't want to see the Town become like Hilton Head where it is all short-term rentals and have no character. She moved to James Island because it is a bedroom community. She asked Ms. Crane if someone has a studio apartment over a garage, she doesn't see how that would increase density. She asked if that is something that we could look at in the ordinance. It would not be a short-term rental but it could be rented as a mother-in-law suite to a fireman, teacher, college student, or a couple. Ms. Crane said yes, and questioned the maintenance and enforcement the property owner would have by doing this. Councilwoman Mignano added that by doing this it would not increase land coverage, stormwater, or flooding onto a neighbor because the building already exists. It would provide passive income for property owners and affordability for people who want to live here. Ms. Crane said she has thoughts of how this could be done through software that may be available.

Councilman Dodson said moving forward we need to separate ADU's and short-term rentals and figure a way to do each. He said they are two separate things and offered suggestions on both short-term rentals and ADU's that are owner occupied, legal conforming, and new construction. He asked Ms. Crane where in the ordinance is the one kitchen per dwelling and she said it is under the dwelling unit.

Ms. Crane defined the term "innkeeper on premises" to Councilwoman Mignano under the commercial district.

Councilman Boles said one of the things he did not see as a suggestion is a rule in Nashville that all contiguous property owners have to approve a permit application. He said some neighborhoods feel the same and others don't. As an example, he said in Lighthouse Point, or some portion of it, people may feel differently from Harbor Woods or Clearview. He said while it is helpful to have clear rules (he doesn't think the rules we have now are clear to his satisfaction), clear rules are good, but it leaves out some things that are more granular in decision making by each neighborhood. He asked to keep this in mind because it addresses the concerns that people have to influence what is happening next door to them. Ms. Crane compared this rule to the notifications that the County and our BZA sends to residents within a designated number of feet about a property and liked the idea.

Councilman Dodson asked how much of the 6% tax the Town receives. Ms. Crane was unsure and would ask Merrell Roe, Finance Officer.

Councilman Dodson said he has a short-term rental. When he moved to James Island the property that he bought had three units on it. His family moved into the house and there is an additional house in the back with its own driveway there since 1960. They permitted some renovations and got licenses. This is how he can live on James Island with his family. His property is owner occupied and there has never been a complaint. He shared that a neighbor asked when he was going to begin doing short-term rentals and he had been doing it for six months but the neighbor had no idea because there were no complaints. He is on the property to handle issues immediately. He does not want long term rentals because they have huge

impacts on the property and the neighborhood. He believes in balanced reason and doesn't want to see our island turned into a non-bedroom community. We need to help the people who live here to have their property rights but not go crazy with it. Moving forward he would like to see the neighborhood notified when someone applies for a license; the three-strike rule, lessen some restrictions in the commercial district. Lastly, the City of Charleston, Folly Beach, and Charleston County are taking a 2% accommodations tax and James Island does not, but we could bump those taxes up to beautify our town. We want to build a beautiful city center here and make it the heart of James Island and this is money to help us to do that. We could make sure that we get monies from licenses, accommodations tax, and property tax that would not go into the General Fund. This may include another staff person. Councilman Dodson said he would like to see short-term rentals and ADU's separated.

Councilman Boles spoke of having an easy way to tackle affording housing vs. building new structures. He agrees with Councilman Dodson to separate short-term rentals and accessory dwelling units. Money from accommodations tax is good for the Town but primarily, make rules work for the people who live here. The term "Bed and Breakfast" is old and outdated, no one is doing that, and he would like to undo the vote for that. He appreciates the work staff did in preparing for this workshop.

Mayor Lyon said she heard a lot of diverse feelings from the public and would like to come to a happy medium. She realizes that not everyone will be happy with everything that is done. She spoke of living in garage apartments when she lived in Wilmington. She noted that every place has rules, and she believes in property rights. She feels strongly that short-term rentals be owner occupied. She shared situations as the President of Lighthouse Point about short-term rentals in the neighborhood and having to call the police about disturbances. She noted that the people feel strongly about short-term rentals, both for and against, but there needs to be a balance. Short-term rentals offer a way for people to be able to stay in their homes. She would like to have the wording "Bed and Breakfast" removed from the ordinance.

Councilman Mullinax shared his views on short-term rentals and affordable housing. He noted that many good points were brought forward tonight about them.

Councilwoman Mignano spoke about having a balance to maintain the James Island character that we have. Short-term rentals should be owner occupied; people owning the home should be able to make a profit. She looks forward to delving into this more.

Mayor Lyon encouraged the Council to send bullet points regarding short-term rentals and accessory dwelling units to Clerk Simmons for compilation. She thanked the staff for their work and the public for their participation.

The workshop adjourned at 6:36 p.m.

Submitted by: Frances Simmons
Town Clerk

The Town of James Island held its regularly scheduled meeting on Thursday, January 18, 2024 at 7:00 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live streamed on the Town's website, www.jamesislandsc.us/livestream-townmeetings.

The following members of Council were present: Boles, Dodson, Mignano, Mullinax, and Mayor Lyon, who presided. Also, Bonum S. Wilson, Town Attorney, Merrell Roe, Finance Officer, Mark Johnson, Public Works Director, Lt. Shawn James, Island Sheriff's Patrol, Deputy Chris King, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Lyon called the meeting to order at 7:00 p.m. Councilman Boles offered a moment of silence and followed with the Pledge of Allegiance.

Presentation of Fiscal Year 2022-2023 Audit: Gary Bailey, Love, Bailey CPA presented the Town's 2022-2023 Annual Audit and credited the Town with a modified option, which is a clean report. Mr. Bailey gave an overview of the Town's revenues, expenditure, and controls which were consistent and within proper administrative procedures. He said the Town is financially stable and credited Finance Officer, Merrell Roe, for doing a good job and being passionate about her job. The audit was accepted as information. A copy of the audit is available for public review.

Public Comment:

John Peters, 1301 Hampshire Rd., spoke in opposition to the 6.52 acres adjacent to Whitehouse Plantation and submitted a letter to be entered into the public record.

James Luby, 1330 Whitehouse Blvd., addressed the concerns of his friends and neighbors of the potential fate of the grand trees existing on the 6.52 acres of green space adjacent to Dills Bluff Rd. behind the Dollar General Store. He said JT Properties is proposing a commercial and residential plan that involves construction of 10-15 single family homes and a three-story 50,00 square foot storage facility. Mr. Luby described a grand tree as any variety of tree that is 24-inches or more in diameter and explained what flooding does to its root system. He showed a diagram display to Council.

Danielle Cribbs, 795 Brown Dr., is attending tonight's meeting for the first time and is appalled. She talked about a storage facility that was built behind Pet Helpers after a moratorium had ended. She does not know all of the details but after everyone fought against it, it was still built and all of the trees were cut down almost overnight. She watched this happen because she worked at Public Storage. We all see what happens with carwashes. They are eyesores, hurts the environment and causes flooding. No one uses them anymore. Why build another storage facility that won't be used and is more than we need? Why are we causing flooding issues for something to eventually become an abandoned building or sold? We need to take care of our environment. We worry about coyotes and endangered species and don't want flooding but keep building things we don't need on the island that doesn't benefit us; specifically a storage facility. The Dollar General parking lot is full of water every time it rains and now the "sponges", aka trees behind there are being taken away creating greater flooding problems. She implored Council to find a more sensible thing to do rather than another storage building.

Ken Godwin, 950 Valley Forge Dr., spoke in opposition to the Marsh Walk proposal. He feels that the drainage problem in Whitehouse Plantation will be exasperated by the development of this property. It would also cause a loss of trees and animals and wildlife would have to go someplace else. He said a possibility, whether planned or unplanned, of a connection between this development and Whitehouse Blvd. is something they don't want to happen. This would cause the neighborhood to be a cut-thru to avoid the traffic lights at Camp and Dills Bluff. He does not see numbers relating to dimensions of the residential lots and does not know how much room there will be for driveways; so that means the possibility of on-street

parking. If there is on-street parking that would cause response time problems for EMS, fire, and police getting to residents. He asked Council to please take those things into consideration.

Ruby Kvestad, 1277 Hampshire Rd., she is expressing her views along with John Peters, James Luby, Ken Godwin and others against the development of the Marsh Walk property, especially the encroachment into Whitehouse Plantation. She said if Council had opportunity to drive through the neighborhood after the storm they would see that the flooding was horrible. She said a neighbor's car went into a ditch because the water was so high she couldn't tell where it was. The cut-through will affect people in the neighborhood and homes are already under water when there are storms. She is also concerned about the response time of emergency personnel trying to get around parked cars. Getting out of Mt. Vernon off of Camp Rd. is dangerous and she has seen many accidents there. She hopes Council will intervene and not let it happen.

Wendy Teal, 1290 Hampshire Rd., expressed her concern about the Marsh Walk development. She said it is disheartening to see the large footprint of the storage unit because the flooding is a real issue and greenspace is critical for water absorption. She said housing is needed and adequate space for infrastructure and natural areas for water absorption and our wildlife because once it's gone, its gone and we cannot get it back. The self-storage unit would change the character of the neighborhood and bring significant traffic. There are multiple storage facilities already on Folly Rd. She heard the possibility of a thru-road connecting into Whitehouse Plantation Blvd. She urged Council to give this careful consideration.

Henrietta Martin, 1235 Hepburn St. community representative for Seaside Lane (Grace Triangle Assn) thanked the Mayor and Council for the speed humps that were installed on Seaside Lane. So far, the residents are seeing speeding and traffic slowed. She thanked Mayor Lyon and Councilwoman Mignano, Councilman Boles, and Mark Johnson for keeping hope alive. She was unable to attend the November and December Town Council meetings but thanked Councilwoman Mignano, and Lt. James for an outstanding food drive during the Thanksgiving and Christmas holidays. She said several members of the community expressed their appreciation with tears of joy. She thanked Council for a job well done.

Megan Dean, 1243 Cornwallis Rd., expressed her views on the Marsh Walk Development stating in a perfect world this would be greenspace... a park for her six-year old, four-year old, and other kids in the community to play; walking paths or a playground. There are grant funds available to do this and she offered her service as a contracts and grants administrator with the government to help the Town find opportunities. As a resident of Whitehouse Plantation for over 15 years she loves her neighborhood. For the most part it's safe, traffic is limited, and the wildlife is beautiful. She worries that the development would open the community to a lot of traffic. She expressed disappointment with the behavior of people that attends these types of meetings to be adults in discussions. She urged the Town to listen to the people and work with the JIPSD and buy back the land for what it was sold. She urged Council to stop the development and make it greenspace.

Patrick and Robert Flynn, 97 Montague Ave., father and son attended the meeting for the son's merit scouting badge.

Mayor Lyon announced that 12 letters were received all expressing opposition to the Mark Walk Development and the proposed storage unit.

Consent Agenda:

Minutes of December 21, 2023 Regular Town Council Meeting: Motion to approve the minutes of the December 21, 2024 meeting was made by Councilman Mullinax, seconded by Councilman Boles and passed unanimously.

Minutes of January 4, 2024 Special Town Council Meeting: Motion to approve the minutes of the Special Town Council meeting held on January 4, 2024 was made by Councilman Boles, seconded by Councilman Dodson and passed unanimously.

Information Reports:

Finance Report: Finance Officer, Merrell Roe, stated the audit was presented as a part of her report. Council complimented Ms. Roe for doing a great job on the audit.

Town Administrator Report: Mayor Lyon reported that last night Council held a workshop on Short-Term Rental (STR) and Accessory Dwelling Units (ADU) with great citizen participation and discussion. Mayor Lyon said Council is working towards establishing a consensus that would benefit everyone as best we can and reach a consensus. She noted that we may not be able to make everyone happy but hope to develop an ordinance that works well for our citizens and Town with compromise.

Dominion Energy will host a drop-in on Wednesday, January 24 @5:00-6:30 p.m. at the Town Hall where citizens may speak with arborists and Dominion officials on tree trimmings. Mayor Lyon encouraged everyone to watch for announcements on the Town's website, Facebook, and the Town's email notifications.

Mayor Lyon announced that we are very excited about the speed humps on Seaside Lane that were recently installed. Additionally, the speed humps were completed on Pauline Ave. Drainage projects on Stonepost and in the Quail Run subdivision are coming along. We hope to have these projects completed soon. Mark Johnson will be available to speak more in depth in his report.

Island Sheriff's Patrol Report: Lt. James gave an updated crime report. He noted that no serious crimes occurred over the Christmas holidays.

Public Works Report: Public Works Director, Mark Johnson, reported that the staff participated in the quarterly meeting for the James Island Creek Water Quality Task Force; Quail Run Project's contractor, IPW Construction is continuing its work in Quail Run. Staff continues to monitor the Ocean-view Stonepost Drainage Project. Mr. Johnson gave an updated on septic tank inspections. Councilwoman Mignano was directed to send her request regarding Chuka Court to Mr. Johnson for investigation.

Requests for Consideration by Staff: None.

Requests for Consideration by Council:

Soil Testing Quotes for Flagpole Installation at Harbor View Road: Mayor Lyon announced that prior to her and Councilman Dodson's election to Town Council, a budget of \$15,000 was established and it was determined that a soil test would be necessary because of the depth of the flagpole and its proximity to Folly Road and the traffic. She said the original quote of \$5,250 would've put us several thousand dollars over the budgeted amount. Mr. Lockridge, the contractor for the JI Arts & Cultural Center, has reached out and requested two additional bids. One has been received which is higher than the original we received but he is attempting to get one more quote. Councilman Mullinax entertained brief discussion about the necessity of having a soil sample and Mayor Lyon stated it is for safety reasons to make sure it holds up in adverse weather conditions. With the increase cost architectural drawings would be required, which would add an additional \$1,500. The project would honor all branches of the military. Mayor Lyon asked Council asked if there is discussion whether to approve the extra cost. Councilman Mullinax suggested waiting to see what the third quote would be and he offered to defer this request to next month's meeting. Councilman Mullinax explained to Councilman Dodson where the flagpole would be located at the Carolina One sign on Folly Road.

Mayor Lyon brought forth a correction to the agenda to change the flagpole installation to Folly Road; not Harbor View. Motion to correct the change was made by Councilman Mullinax, seconded by Councilwoman Mignano.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Councilman Boles moved to approve the original soil testing bid of \$5,250, plus \$15,000; seconded by Councilman Mullinax. Councilwoman Mignano said she would like to see this done before summer traffic begins with tourists coming this would be beautiful.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Committee Reports:

Land Use Committee: Mayor Lyon announced that no Planning Commission and BZA meetings were held this month.

Environment and Beautification Committee: No report but James Island Pride will host a litter pickup on Saturday at 9:00 a.m. and a pizza lunch will be served afterwards.

Children's Committee: No report.

Public Safety Committee: Councilman Mullinax announced that the Neighborhood Council will meet on Thursday, January 25 @ 7:00 p.m.

History Committee: No report.

ReThink Folly Road: No report.

Drainage Committee: No report.

Business Development Committee: Councilman Dodson announced that he is working towards staffing this committee.

Trees Advisory: No report.

James Island Intergovernmental Council: Mayor Lyon announced meeting on Wednesday, January 31 @ 7:00 p.m. at the Town Hall. Agenda notices will be sent by the Chair.

Accommodations Tax Committee: Councilman Dodson announced that he is working towards staffing this committee.

Proclamations and Resolutions:

Resolution #2024-01: Appoint Poet Laureate for the Town of James Island: Councilman Mullinax spoke that he had proposed appointing Eugene Platt to this position at the December Town Council meeting. He said Mr. Platt served as a five-term member of the James Island PSD and has given community service to James Island and Folly Beach as well as other areas. Mr. Platt ran for Congress in 1986 and served as the Poet Laureate for the Town in 1993 and would do well in serving again. Councilman Mullinax said the appointment was deferred last month so terms to be established, which is for one-year. Councilman Mullinax moved to appoint Eugene as Poet Laureate for the Town of James Island for a one-year term, seconded by Councilman Boles. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed unanimously	

Resolution #2024-02: Island Sheriff's Patrol Deputy of the Year, 2023: Mayor Lyon called Deputy Chris King forward and read a proclamation recognizing him as the Island Sheriff's Patrol Deputy of the Year for outstanding service to the Town, its residents and the community. Lt. James complimented Deputy King for a job well-done in working for the Town often while on off-duty. He said there are only 4-5 deputies and this program is vital for the Town. Deputy King was hand-picked for this position and has done an exceptional job. Deputy King spoke expressing his appreciation for working for the Town and thanked the Council for allowing him to do so.

Ordinances up for First Reading:

First Reading: Ordinance #2024-01 Amendment to Ordinance #2018-16 Pertaining to Environmentally Acceptable Packaging Products to Clarify to Definitions of Reusable Carryout Bags: Mayor Lyon stated the purpose of this ordinance is to stop the use of the "heavy" plastic bags (i.e., that Wal-Mart and Lowe's uses). She called for a motion in order to discuss. Motion was made by Councilman Boles, seconded by Councilman Dodson. Councilman Boles asked if this would require businesses in the Town to use paper bags. Councilwoman Mignano spoke not to cause hardship on our businesses, but the flimsy plastic bags are more detrimental because they break apart and can go into the waters and be eaten by fishes. She asked how Town businesses would be impacted. Mayor Lyon stated that the only businesses she know that uses them are Wal-Mart and Lowe's and hasn't seen them at Lowe's lately. Most of the businesses she frequents in the Town uses paper bags. Councilman Dodson said he helps write some of these ordinances. He said the Surfrider Foundation and Waterkeepers go to businesses and ask them to help with regulation of plastics because it would help to keep them out of the ocean. He said we are a coastal community and need to protect our oceans because it is an asset for living here. This was a request from Surfriders and Waterkeepers. He said paper bags are recyclable, reusable and sustainable. Councilman Dodson offered clarification to Councilwoman Mignano on the thickness of the bags that Wal-Mart uses.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye

Mayor Lyon Aye
Passed unanimously

Ordinances up for Second/Final Reading: None.

Old Business:

2024 Town Council Meeting Schedule. Council discussed opportunities to change the date and time of the Town Council meetings and each gave their preferred date and time. After some discussion, a motion came forth from Councilman Boles to consider the 3rd Monday of the month at 6:00 p.m., seconded by Councilwoman Mignano. This would take place for the February meeting on the 19th at 6:00 p.m.

Vote

Councilman Boles Aye
Councilman Dodson Aye
Councilwoman Mignano Aye
Councilman Mullinax Aye
Mayor Lyon Aye
Passed unanimously

Executive Session: Mayor Lyon announced that Town Council would enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina regarding contractual matters, real estate and litigation. Upon returning to open session the Council may act on matters discussed in the Executive Session. Councilman Boles moved to enter into executive session, seconded by Councilman Dodson at 8:20 p.m. and passed unanimously.

Return to Regular Session: Mayor Lyon asked for a motion to return to regular session. Councilman Mullinax moved that Council return to regular session, seconded by Councilwoman Mignano at 9:37 p.m. and passed unanimously. Mayor Lyon announced that no votes were taken during the executive session.

Councilman Dodson made a motion to direct staff under the guidance of the Mayor to prepare to create an inventory of properties in the Town of James Island for the possibility of open space; seconded by Councilman Boles. No discussion.

Vote

Councilman Boles Aye
Councilman Dodson Aye
Councilwoman Mignano Aye
Councilman Mullinax Aye
Mayor Lyon Aye
Passed unanimously

Councilwoman Mignano made a motion to hire Pagliarini Law Firm for the purpose of providing legal advice related to real estate acquisition; seconded by Councilman Boles. No discussion.

Vote

Councilman Boles Aye
Councilman Dodson Aye
Councilwoman Mignano Aye
Councilman Mullinax Aye
Mayor Lyon Aye
Passed unanimously

Mayor Lyon informed Council that an action taken earlier needed to be revisited. The motion made earlier to change the Town Council meeting date and time is not governed by ordinance, however the order of business and the agenda is. In order to do this, it would require a first and second reading which means the February and March meetings would remain on Thursday at 7:00 p.m. In order to comply, the new date and time meetings would begin in April. Councilman Boles moved to amend the original motion that Town Council meeting begins in April @ 6:00 p.m. assuming the ordinance passes; seconded by Councilwoman Mignano. Motion passed unanimously.

Announcements/Closing Comments:

Councilman Boles, thanked everyone for attending tonight's meeting and for their input.

Councilman Dodson stated that a lot of information was heard today from the residents about the development on Dills Bluff. He said unfortunately, the Town of James Island has no control over this. He asked residents to please seek out their James Island PSD Commissioners because they are the ones who are in charge of this. The Town creates zoning regulations and people have to operate within those regulations. To be fair, he said, you cannot pick and choose what happens within those zoning regulations. He encouraged the residents to write letters to the developer, the JIPSD, and also to the Town Council but to direct their energy to those who can make a difference.

Councilwoman Mignano thanked the citizens that showed up and voiced their opinions. She concurs with Councilman Dodson that their focus has to be on the JIPSD that has the outcome of this. She congratulated Deputy King for being named Island Sheriffs Patrol Deputy of the Year. Hope everyone has a safe evening.

Councilman Mullinax wished everyone a safe evening.

Mayor Lyon thanked everyone for coming out this evening and sharing their comments and input.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:42 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

James Island Town Council Public Comment

January 18, 2024

John Peters, 1301 Hampshire Rd. Charleston, SC, 29412

Subject: Expressed Concern and Opposition for the 6.52 Acres adjacent to Whitehouse Plantation under a Proposed Development along Dills Bluff Rd. identified as TMS Parcel ID: 4251200185 and TMS Parcel ID: 4251200298.

I have lived adjacent to this property for the last 6 years. Last week I was invited by a James Island Public Service District, (JIPSD) Commissioner, to walk the property with them. We explored its beauty and potential. I recommend that each of you go to this Dills Bluff Property and walk it, to explore and experience the special feeling you get knowing something so beautiful exists here on James Island. I ask each of you to intervein with the contract between the JIPSD and the Developer. Please do not ignore this and let it go.

The potential future of this hand holds 5 stormwater retention ponds at an elevation above a designated flood zone. Why are there 5 stormwater ponds? Is this to disperse a potential flooding problem. What if the HOA dissolves 10 years from now, who manages the stormwater with potential drainage and flooding problems. HOA fees can become expensive with 12 residences maintaining 5 stormwater ponds. We can all tell this is not going to be affordable housing.

James Island currently has 6 Storage building locations, 5 of them are along Folly Rd. Do we require another storage unit on James Island, and is Dills Bluff Rd really the right place for one?

Does the future hold walking out the front door of Town Hall and looking up to see a tree canopy or will we all be looking up at the top half of a storage building. Now is the time to rethink Dills Bluff Rd.

I support the JIPSD, but I do not want the current contract of this property to succeed, I believe in James Island as a whole and know we can be smart about our resources. I ask that the Town of James Island purchase the land from the JIPSD with Greenbelt funds and establish something beautiful for James Island. How we proceed is how we define our community values. Again, I ask you to intervein with the contract between the JIPSD and the developer.

As I have expressed in the past, as community leaders, in your positions of power, comes the expectation that you will hold yourself to the highest ethical standards in the public's interest.

I appreciate your service to our community.

Thank you,

John Peters
843-730-1901

	1st Quarter			2nd Quarter			3rd Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March		

CAPITAL PROJECTS

INFRASTRUCTURE										-	
Dills Bluff Sidewalk Phase III-Seaside to Winborn		459			3600		413			4,472	
Dills Bluff Sidewalk, Phase IV-Winborn to HBVR							953			953	250,000
Regatta Road Sidewalk										-	9,000
Camp and Riverland Sidewalk (match)										-	45,000
Town Hall 2nd Floor										-	
1129 Hillman										-	
Hillman Street Property										-	
Capital Improvement Projects										-	
Secessionville to Ft. Johnson Sidewalk Connector										-	
Honey Hill Road Paving										-	
Nabors Phase I										-	
Underground Power Lines										-	
Traffic Calming Projects		2016	66	2366	8566	2306	2953	2600 Ft. Johnson Radar Sign		18,272	75,000
Septic Tank Testing		600		1150	1200	5400	5500			13,850	110,000
James Island Creek Septic and Sewer Projects										-	444,000
<i>Total Infrastructure</i>		3075	66	3516	13366	7706	9819			37,546	933,000
OTHER CAPITAL PROJECTS											
Audio Visual Upgrades				47415	8700					56,115	68,699
ISP Dedicated Officer Initial Expenses										-	66,300
Public Works Equipment										-	10,000
Dock Street Park					11025	3900				14,925	59,000
Pinckney Park										-	
Park Projects										-	
<i>Total Other Capital Projects</i>	0	0	0	47415	19725	3900	0	0	0	71,040	203,999
DRAINAGE PROJECTS											
Greenhill/Honey Hill Drainage Phase I-II					236200		6445			242,645	280,000
Oceanview Stonepost Drainage Basin -I-II		1465	37053	72783	72040	51624	52371			287,336	808,000
Drainage Outflow Valve Devices										-	
Drainage Improvement Projects		6320	6085							12,405	25,000
James Island Creek Basin Drainage Improvements										-	
Woodhaven Drainage Improvements							10500	Same contractor		10,500	700,000
Quail Run Drainage Improvements			18335	166389	139453		414309			738,487	735,000
<i>Total Drainage Projects</i>	0	7,785	61,473	239,171	447,694	51,624	483,626		0	1,291,373	2,548,000
		10,860	61,538	290,102	480,785	63,230	493,444			1,399,959	3,684,999
											38%

	1st Quarter			2nd Quarter			3rd Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March		

ACCOMMODATIONS TAX FUND

Atax Revenue				15098.16			9826.93			24925.09	52000
Transfer out to General Fund										0	
Advertising and Promotions										0	
Tourism Related Expenditures										0	

TREE MITIGATION FUND

Tree Mitigation revenue										96,488	500
Tree Mitigation expense						23,250				(23,250)	1,200
	-	-	-	-	23,250		-	-	-	73,238	

JIPSD FIRE & SOLID WASTE SERVICES

JIPSD Tax Relief	107,000	107,000	107,000	107,000	107,000	107,000	107,000			749,000	1,284,000
Auditor Expense										-	1,000
										749,000	1,285,000
											58%

AMERICAN RESCUE PLAN

Beginning Balance 7/1/2023	2650915	2650915	2640055	2578517	2288415	1807630	1744400	1250956	0		
		10860	61538	290102	480785	63230	493444			1399959	
	2650915	2640055	2578517	2288415	1807630	1744400	1250956		0		

Town of James Island Public Works Report

For January, 2024

February 7, 2024

- 1) Quail Run Drainage Project contractor, IPW Construction, continued construction in Quail Run.
- 2) Staff monitored the Oceanview-Stonepost drainage project which continued to move upstream from Cecil Circle.
- 3) Staff conducted emergency operations overview with new staff and the Mayor
- 4) Staff participated in the monthly stormwater managers meeting.
- 5) Staff reviewed PW projects and services with the Mayor and new staff.
- 6) Staff participated in the Intergovernmental Council Meeting.
- 7) Staff participated in the Legislative Delegations Flooding Task Force meeting.
- 8) Staff continued to monitor and plan around the coyote issues in our neighborhoods.
- 9) Septic Tank Inspections: There were 4 septic tank inspections in January. 102 inspected with 13 failed. We have 108 inspections remaining.
- 10) Staff repaired 2 potholes in January. Staff cut vegetation at 4 intersections.

Brook Lyon

From: Charles Baylock <messenger@messaging.squareup.com>
Sent: Friday, January 26, 2024 2:40 PM
To: Brook Lyon
Subject: You received a new invoice (#000009)

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside the Town of James Island. Maintain caution when opening external links/attachments



Charles Baylock

New Invoice

\$2,850.00

Due on January 26, 2024

[Pay Invoice](#)

Charles Baylock

Invoice #000009

January 26, 2024

Customer

Mayor Brook Lyon

blyon@jamesislandsc.us

843-670-1314

1750 Pitt-ford Circle

James Island , South Carolina 29412

Download Invoice PDF

Message

We appreciate your business.

Invoice summary

\$2,850.00

*16x20 take up, pour back
Haul off concrete*

Subtotal **\$2,850.00**

Total Due **\$2,850.00**

Charles Baylock

charlesbaylock26@gmail.com

843-532-4409

Please contact Charles Baylock about its privacy practices.



Brook Lyon

From: Charles Baylock <messenger@messaging.squareup.com>
Sent: Friday, January 26, 2024 2:35 PM
To: Brook Lyon
Subject: You received a new invoice (#000008)

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside the Town of James Island. Maintain caution when opening external links/attachments



Charles Baylock

New Invoice

\$2,750.00

Due on January 26, 2024

[Pay Invoice](#)

Charles Baylock

Invoice #000008

January 26, 2024

Customer

Mayor Brook Lyon

blyon@jamesislandsc.us

843-670-1314

1083 Quail Drive

James Island , South Carolina 29412

Download Invoice PDF

Message

We appreciate your business.

Invoice summary	
	\$2,750.00
<i>15x21 take out and pour back driveway Haul off concrete</i>	
Subtotal	\$2,750.00
Total Due	\$2,750.00

Charles Baylock

charlesbaylock26@gmail.com

843-532-4409

Please contact Charles Baylock about its privacy practices.



Job Estimate Form

Samuel McCarty, 843-345-0957

Date: 1 / 24/2024

Job Name/Location: TOJI

Mayor Brooke Lyon

Job Description:

Tear out and rebuild of board on board dog ear picket 6 foot privacy fence. Build of one double gate and fix of one double gate.
Tear out @\$7 per linear foot at 70 feet- \$490
Fixing of existing double gate- \$500
Build of new 8' double gate- \$500
6'privacy fence @\$35 per linear foot for 126'-\$4410
Total estimated cost- \$5900

This estimate is for completing the job above. It is solely based on our evaluation and does not include materials price increases or additional labor or materials that maybe needed should unforeseen problems or adverse weather develop following the start of the job.

Estimated Job Cost: \$5900

Estimated by: Samuel McCarty



843-285-9494
 178 Brant Drive,
 Summerville, SC 29483
 www.dicarlofence.com

No. 1024

Date: _____

Customer: James Island (Michael Cryann) 630 335 6709 moryan@jamesisland
Last First Cell Email

Job site address: 461 Fort Johnson Road
Street

Charleston SC 29412
City State Zip County

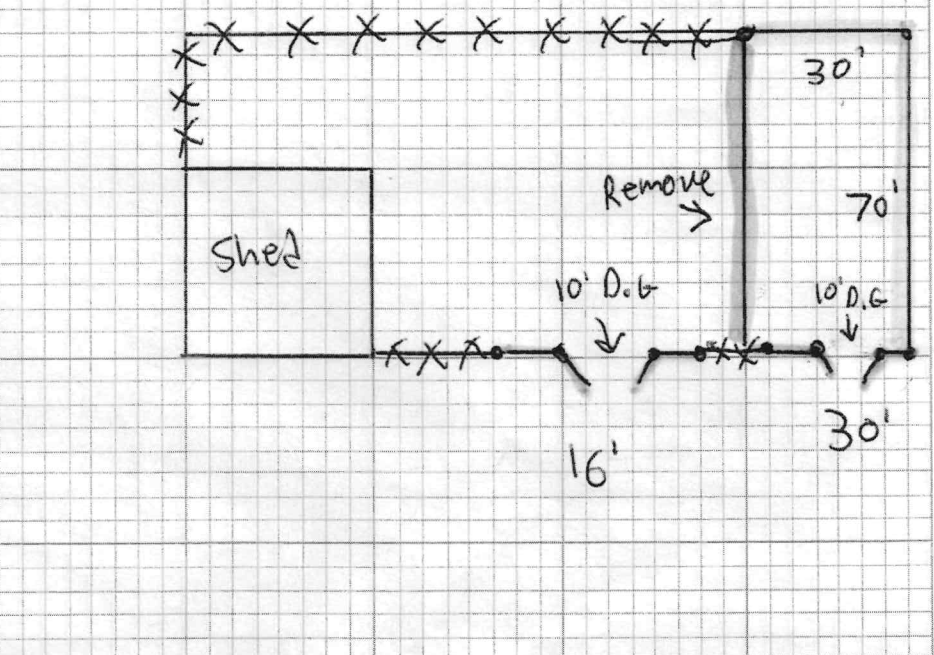
Mailing address:
Street City State Zip

DiCarlo Fence Contractors, LLC proposes to furnish and install:

Fence Other
 Type: pressure treated pine
 Style: Board and batten
 Approximate Ln. Ft.: 146'
 Height: 6'
 Post Size: 4x4 Gate Post Size: 6x6
 Post Cap: - Gate Post Cap: -
 Fence to have 3 Qty. 2x4 Size Horizontal Runners
 Fence to have 1x6 boards or Pickets
 Board or Picket Spacing to be -
 Fence Top to be Flat Arched Dip
 Fence to have - Cap Board
 Fence to have - Fascia on finished side
 Finished side of fence to face In Out
 Fence to contour with Grade or Step & Level

Gates

Single Gate(s): Qty 2 H 6' W 10'
 Style: _____ Qty _____ H _____ W _____
 Gate Top: Arch Dip Flat
 Double Gate(s): Qty 2 H 6' W 10'
 Style: _____ Qty _____ H _____ W _____
 Gate Top: Arch Dip Flat
 Removal 70' feet of existing fence
 Haul Away 70' feet of existing fence
 Clearing of fence line 0 feet



Description: DiCarlo fence to install new 6' privacy fence. All posts to be set in concrete footings. 2-10' steel framed gates to be installed.
 Fence = \$4,818
 GATES = \$1,650
 Takedown and haul = \$800

Subtotal	\$ 7,268
Total price	\$ 7,268
Deposit due upon signing	\$ 3,634
Final due upon completion.	\$ 3,634

Work to begin 1 week
 Estimated Completion Date 2-3 days

Estimate good for 10 days for the purpose of acceptance by the buyer.
 Buyer agrees to pay for the goods, services and installation referred to in this contract in accordance with the items of the Agreement.
 If digging, DiCarlo Fence will have underground public utilities located prior to the beginning of installation. DO NOT REMOVE any flags or paint markings until the project is complete. DiCarlo Fence is not responsible for damaged underground irrigation lines or private utilities. It is the homeowners responsibility for obtaining permits, H.O.A approvals and the placement of the fence. If needed, a salesperson from DiCarlo Fence can provide drawings and documentation to assist the homeowner with permit and/or H.O.A applications. Homeowner to provide a copy of the plot plan.

[Signature]
 (Representative Signature) Date

Vito DiCarlo

Buyers (Signature) Date

Corkys Outdoor Power Equipment

1593 Folly Rd
 Charleston, SC 29412
 Phone: (843) 795-6768 Fax: (843) 795-6799

Invoice Estimate

261966

Thank you for your business! Items must be returned in the original package. Receipt required for full credit. ALL SERIALIZED ITEMS AND SPECIAL ORDER ITEMS ARE NONRETURNABLE, NO EXCEPTIONS!! ALL STORM SUPPLIES ARE NONRETURNABLE AND NONREFUNDABLE!! NO REFUND ON ELECTRICAL PARTS. Like us on Facebook!! Any and all parts not picked up by customer will be discarded at the 90 day point, customer will have to repay and reorder at that point!!

Bill To				Ship To			
Town of James Island 1122 Dills Bluff Rd Charleston, SC 29412							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
29971	Michael Cryan		(843) 795-4141	(843) 534-0309	Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Dean Monk	Dean Monk	02/08/24	261966	mcryan@jamesislandsc.us		Counter Sales	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
RZ 261.0	STIW	RZ 261 ZT 61" 25HP B&S	1		1		\$6,399.99	\$6,399.99
		SN 935030803						

Description	Qty	Net Each	Amount
Factory Freight	1	\$0.00	\$0.00

Note

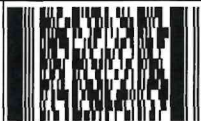
Quote for Demo unit with 7.2 hours run time on unit from driving out of showroom, has never cut grass and carries same warranty as new. This only applies to this serial number unit while it is still in stock.

Sub Total	\$6,399.99
Miscellaneous	\$0.00
Labor	\$0.00
Sales Tax	\$576.00
Grand Total	\$6,975.99

-\$600
DEMO
MODEL

Thank you for your business! Items must be returned in the original package. Receipt required for full credit. ALL SERIALIZED ITEMS AND SPECIAL ORDER ITEMS ARE NONRETURNABLE, NO EXCEPTIONS!! ALL STORM SUPPLIES ARE NONRETURNABLE AND NONREFUNDABLE!! NO REFUND ON ELECTRICAL PARTS. Like us on Facebook!!

Notes:



Customer acknowledges receipt thereof:



STIHL RZ 261 61" Zero Turn Lawn Mower



0.0 (0)

Whether its a large residential lawn or farm and ranch property, the STIHL RZ 261 is the largest consumer model of zero-turn mower in the STIHL lineup, making it the ideal fit for a range of properties. Powered by its reliable 25 hp V-Twin Briggs & Stratton engine and built on a versatile four-wheel suspension system with adjustable rear shock absorbers, theSTIHLRZ 261 delivers the power to take on the job, plus the support to get it done comfortably.

Blade System	Rotary
Cutting Width	61 in
Features	Hydrostatic
Horsepower	25 hp
Power Source	Gas

General

HORSE POWER	25 hp
FUEL SYSTEM	Carbureted
FUEL TANK CAPACITY	3 gallons
DISPLACEMENT	724 cc
CYLINDERS	2 V-Twin
TRANSAXLES	ZT-3100 Hydro-Gear
FORWARD GROUND SPEED	8.5 mph
REVERSE GROUND SPEED	4 mph
DECK SIZE	61 in
MOWING HEIGHT RANGE	1.5" - 4.5"
DECK CONSTRUCTION	10 Gauge Fabricated
CUTTING HEIGHT OPTIONS	13
BLADES	3 - MARBAIN Hardened
FRONT TIRES	13 x 6.5-6
REAR TIRES	22 x 11-10
POWER SOURCE	Gas



STIHL RZ 261 61" Zero Turn Lawn Mower



0.0 (0)

Store	Product	Details	Sales & deals	Item price	Est. total price	
Four Brothers Outdoor Power	STIHL Mower - 2023 RZ 261/D	In stock online Free delivery Feb 16 - 28 30-day returns		\$6,449.00	Ⓢ \$6,449.00	Visit Site
Arco Lawn Equipment	STIHL RZ 261 61" Zero Turn Lawn Mower	In stock online 30-day returns		\$6,399.99 Usually \$6,449	Ⓢ \$6,975.99 +shipping	Visit Site
Four Brothers Outdoor Power	STIHL Mower - 2023 RZ 261/D	In stock online Free delivery Feb 16 - 28 30-day returns		\$6,449.00	Ⓢ \$6,449.00	Visit Site

JOIN. EARN. SAVE. OUR NEW LOYALTY PROGRAM IS HERE. LEARN MORE >

Search

James Island Lowe's Open until 9 PM

Delhi 2941



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and service subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Automotive / Towing Equipment / Utility Trailers

Carry-On Trailer 6.3-ft x 10-ft Treated Lumber Utility Trailer with Ramp Gate (2115-lb Capacity)

Item #52352 | Model #6X10GWHS

Shop Carry-On Trailer ★★★★☆ 295

-
-
-
-
-
-
-
-



\$2,848.00

\$2705.60 when you choose 5% savings on eligible purchases every day. **OR** \$475/mo suggested payments with 6 month special financing.

18 monthly installments of \$177.66 with Lowe's Pay

2X8 TREATED WOOD FLOOR: Highly durable, a wood floor securely holds and disperses the weight of cargo, and can easily be replaced when needed. A-FRAME TONGUE: Because the tongue is more broadly attached to the trailer it provides enhanced stability and improved weight distribution. STEEL FENDERS: Provide greater durability and protection against impact and wear when compared to plastic alternatives

Width (Feet): 6.3

- 5
- 6
- 6.3

Length (Feet): 10

- 10
- 12
- 16
- 18

Pickup Ready by Thu, Mar 14 (Est.)

Delivery Unavailable

FREE Pickup at James Island Lowe's Ready Faster Nearby.

Over 30-day wait time Add to Cart

Carry-On Trailer 6.3-ft x 10-ft Treated Lumber Utility Trailer with Ramp Gate (2115-lb Capacity) \$2,848.00 Easy & Free Returns

Shop Carry-On Trailer ★★★★☆ 295

Here are some similar items ...

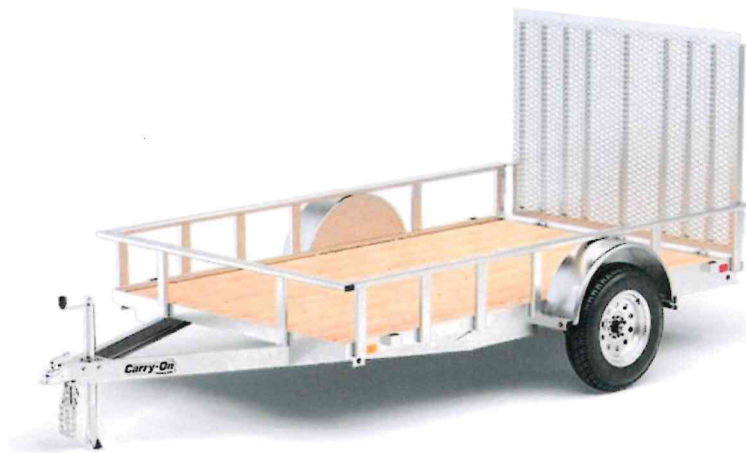


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(843) 886-1699

12 Months 0% Interest Financing Available - [Apply Now](#)

Home > Cargo & Utility Trailers > Utility Trailers > 6 X 10 Aluminum Utility Trailer - 152C



6 x 10 Aluminum Utility Trailer - 152C

★★★★★ (No Reviews Yet) [Write A Review](#)

\$3,399.00

Quantity:

Quantity selector showing a dropdown arrow, the number '1', and an upward arrow.

ADD TO CART

APPLY FOR FINANCING

Est. \$119 / Month

♡ Add To Wish List ▾



Description



6' X 10' ALUMINUM TRAILER: The Ultimate Solution for Lightweight and Efficient Hauling

Elevate your hauling experience with our 6' x 10' Aluminum Trailer, designed to offer the perfect balance between durability and ease of use. This trailer combines a robust aluminum frame with the versatility of a treated wood floor, making it your go-to choice for various transportation needs.

Key Features:

- **Durable Construction:** The trailer features a 3" x 2" aluminum angle frame and 1.25" x 2" aluminum tube uprights and top rail, providing a lightweight yet sturdy structure.
- **Optimized Size:** With an overall width of 91" and length of 171", and a bed size of 72" x 120", this trailer is designed to handle loads with efficiency.
- **High Payload Capacity:** Despite its empty weight of just 696 lbs, it boasts a payload capacity of 2,294 lbs and a GVWR of 2,990 lbs, making it suitable for a wide range of tasks.
- **Easy Loading and Unloading:** The 72" x 50" fixed ramp gate facilitates convenient access for various types of cargo.

Specifications



Features



Related Products



County of Charleston, South Carolina

Sheriff Kristin R. Graziano

January 18, 2024

Mayor Brook Lyon
Town of James Island
1122 Dills Bluff Road
Charleston, SC 29412

Mayor Lyon,

Beginning February 1, 2024, The Charleston County Sheriff's Office will be increasing our pay rates for off-duty employment. The Sheriff's Office recognizes that making deputies available to private employers for security purposes provides an additional level of crime prevention, a reduction in calls for service and relationship development within our community. The Charleston County Sheriff's Office proudly serves the citizens, businesses, and organizations within Charleston County by providing professional law enforcement services at an affordable hourly rate.

The Charleston County Sheriff's Office works thousands of hours of extra duty each year. Some of the jobs are reoccurring and some of the jobs are single events. We use Extra Duty Solutions for the management and assignment of the extra duty program.

Over the past several months, the Charleston County Sheriff's Office has conducted extensive research regarding a fair and equitable rate. Based on the findings, we will be implementing an hourly rate increase for extra duty services. The purpose of this letter is to notify employers/vendors that are already using our services of this rate increase. Please see below for the hourly rates.

Effective February 1, 2024:

	Deputy	Supervisor	Holiday*	Supervisor Holiday*
Pay (per hour)	\$55.00	\$60.00	\$65.00	\$70.00
Worker's Comp Fee (7%)	\$3.85	\$4.20	\$4.55	\$4.90
Admin Fee (10% or \$6)	\$5.89	\$6.87	\$6.96	\$7.49
Total per hour	\$64.74	\$71.07	\$76.51	\$82.39

Current holidays observed by Charleston County, are as follows:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
July 4th
Labor Day
Veterans Day
Thanksgiving
Black Friday
Christmas Eve
Christmas Day
December 26th

If you request CCSO to work at an event that falls on one of these holidays, the holiday and supervisor holiday (if applicable), rates will be charged.

Your current contract rates will remain in effect through the expiration of your contract. However, if you wish to increase the rates now, you can contact General Counsel Nicole Paluzzi at npaluzzi@charlestoncounty.org, or at 843-554-2231, to modify your current contract. Increasing the rates now will increase the likelihood of the positions being filled. Please direct any contract questions to Ms. Paluzzi. Lt. Shawn James will remain the coordinator for this detail. If you have any other questions, please contact me. Thank you for your time and attention to this matter.

Sincerely,



Captain Diane B. Turner
Charleston County Sheriff's Office
Bureau of Community Engagement
3691 Leeds Avenue
North Charleston, SC 29405
Phone: (843)-743-7200 (24 hr)
Phone: (843)-745-2384 (Desk)
Email: dturner@charlestoncounty.org

Administrative Office

3691 Leeds Avenue
N. Charleston, SC 29405
~ Sheriff ~
Voice (843) 554-2230
Fax (843) 554-2243

Law Enforcement Division

3691 Leeds Avenue
N. Charleston, SC 29405
~ Patrol ~
Voice (843) 202-1700
Fax (843) 554-2234

Detention Center

3841 Leeds Avenue
N. Charleston, SC 29405
Voice (843) 529-7300
Fax (843) 529-7406

Judicial Center

100 Broad Street, Suite 381
Charleston, SC 29401
Voice (843) 958-2100
Fax (843) 958-2128



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Town of James Island
Art Center - Exterior
1248 Camp Rd
Charleston, SC 29412

Date Submitted: 11/15/2023
Proposal #: 25-SC-231046
MICPA # PW1925

STATE General Contractor #: CLG.116405GC

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Contractor to prepare walls for Tuff Coat application by thoroughly pressure cleaning the surface. Contractor to repair all cracks larger than 1/8" using an approved elastomeric stucco patch repair product. Refer to Specs.
2. Allow sufficient curing time for all sealants to dry thoroughly before proceeding with the highly emulsified coating application.
3. Defective mortar or stucco areas should be repaired using a cement-based patching compound. The contractor must sound out the wall section prior to painting. Deteriorated, damaged, or delaminating stucco must be marked for approval.
4. Repair stucco per specifications and details using approved products
5. Apply Tuff-Coat to secure a total minimum coverage of 1 gallon per 100 square feet (total wet film thickness 16 mils per coat). Product shall be applied by phenolic core roller at a rate of 100-200 sq. ft. per gallon depending on the porosity and roughness of the surface with a minimum 2 coat process.

Joints:

1. Remove existing sealant by cutting, grinding or tooling out joint as necessary to achieve proper adhesion.
2. Measure joint dimensions and size materials to achieve required width/depth ratios.
3. Prepare, clean and prime joint per instructions listed on Garland Greenlock XL Data Sheet.
4. Verify that substrate surfaces and joint openings are ready to receive work.
5. Verify that joint backing and release tapes are compatible with sealant.
6. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
7. Apply generally with caulking gun of proper nozzle size to fit joints and apply with sufficient pressure to fill joint from backing to surface.
8. For joints in flat surfaces, neatly tool compound slightly concave with proper tools and execute finishing of caulking around frames with coving tool.
9. Contractor to provide a 2 year labor warranty.
10. Garland to provide 10 year material warranty.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
23.02	Cleaning & Caulking: Pressure Wash to Clean Vertical Surfaces	\$ 2.04	5,300	SF	\$ 10,794.25
19.01	WALL COATINGS FOR COATING WALL SYSTEMS: ELASTOMERIC COATING FOR STUCCO WALL SYSTEM - Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified	\$ 7.55	5,300	SF	\$ 40,015.00

Base Bid Total Maximum Price of Line Items under the MICPA: \$ 50,809.25

Proposal Price Based Upon Market Experience: \$ 38,411

2023 Pricing

Garland/DBS Price Based Upon Local Market Competition:

Water Tight Systems, Inc.	\$ 38,411
Eskola Roofing	\$ 68,406

2024 Pricing

Garland/DBS Price Based Upon Local Market Competition:

Water Tight Systems, Inc.	\$ 38,911
Eskola Roofing	\$ 68,832

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
216-302-3777



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Town of James Island
Art Center: Base Bid - LiquiTec
1248 Camp Rd
Charleston, SC 29412

Date Submitted: 11/15/2023
Proposal #: 25-SC-231046
MICPA # PW1925

STATE General Contractor #: CLG.116405 CG

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Liquittec

1. Carefully power wash all roof surfaces with greater than 2,000 psi pressure to remove debris, rust, scale, dirt, dust, chalking, peeling or flaking coatings, etc. Do not force water into the roof system or damage roof surfaces
2. Wearing personal protective clothing and equipment, remove algae, mildew or fungus with Garland D7 or Simple Green@Oxy Solve and scrubbing with a push broom scrub brush. Rinse at least twice to be sure all cleaning agents or contaminants are completely removed to prevent adhesion issues.
3. If the roof surface becomes contaminated with dirt, dust or other particles at any time during the application of the LiquiTec system, cleaning measures must be taken to restore the
4. Ensure roof is dry prior to application
5. Prime existing flashings and install one ply of Stressply Plus FR Mineral set in Greenlock Flashing Adhesive at 2.5gal per square. Install new termination bar. For cold applied flashing, all seams shall be three coursed using Greenlock Flashing Adhesive and mesh and granules shall be broadcasted. Install new termination bar and properly three course.
6. Make any repairs to the field as needed and remove any wet spots noted on the moisture scan. Replace insulation to proper height (Mechanically attached). Contractor to utilize Flexbase 80 and Stressply Plus FR Mineral set in Greenlock Plus Membrane Adhesive at 2.5-3gal per square.
7. Where silicone is present, contractor is to mechanically fasten one ply of HPR Tribase Premium over the previously coated areas. Contractor shall then install one ply of Stressply

8. Where Silicone is present on the vertical flashings, contractor can remove the flashings and install new if preferred.
9. Contractor is to remove the drain ring off of each drain and grind the drain bowl. Prime the drain bowl and flange with metal primer and allow to dry. Run Liquitec and Grip Polyester into
10. Contractor shall install all new one way vents where existing vents are installed. Flash in using Flexbase 80 and Stressply Plus FR Mineral set in Greenlock Plus Adhesive at 3gal per square.
11. Install all new 040 aluminum surface mounted counter flashing using Garland Flat Stock.
12. Contractor is to install Garla_Block at a rate of .5gal per square over all newly installed membrane.
13. Contractor is to store Liquitec in a temperature controlled area above 50 degrees and below 80 degrees
14. Contractor shall install a tent on the roof and store daily material under the tent. Contractor shall mix the two components for 2 minutes under the tent.
15. Always mix the two components together in the full amounts, do not break down into smaller quantities.
16. Mixed pot life if 25-35 minutes, depending on ambient temperature and humidity levels.
17. Three course all vertical seams using Grip Polyester Soft 6" and Liquitec and allow to dry.
18. Apply Liquitec Base Coat and Top Coat on the vertical flashings at rate of 2gal per square each coating
19. Install base coat of Liquitec on the field of the roof at 4gal per square. Use a ¼" notched squeegee to spread the coating and a roller for uniform coverage rates.
20. Immediately embed 40" wide Grip Polyester soft reinforcement into the wet coating by rolling over the fabric surface to fully saturate and encapsulate, ensuring there are no wrinkles.
21. Lap adjacent rolls of reinforcement 3" on side and end laps. Ensure the roller is fully saturated with coating when back rolling over the reinforcement surface to wet it out completely. Allow to
22. Apply a top coating of Liquitec over the reinforced base coat at a rate of 2gal per square.
23. Contractor to issue 3 Year Warranty.
24. Garland to issue 20 Year Warranty.

Attachment C: Bid Form - Line Item Pricing Breakdown					
Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
23.01	Cleaning & Caulking: Pressure Wash to Clean Horizontal Surfaces	\$ 0.89	5,000	SF	\$ 4,430.38
23.129	Common Roof Repair Items: Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (> 500 SF)	\$ 12.91	1,000	SF	\$ 12,907.60

15.19	<p>RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF A MINERAL-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE</p> <p>Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1.5 Gallon per Square (3.5 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.</p>	\$ 17.33	5,000	SF	\$ 86,650.00
15.31	<p>RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : REINFORCING SEAMS WITH TWO-COMPONENT, LOW-ODER URETHANE</p> <p>Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallons per Square (3 Gallons per Square on Seams)</p>	\$ 13.73	600	LF	\$ 8,238.00
Sub Total Prior to Multipliers					\$ 112,225.98
22.08	<p>MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES</p> <p>Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.</p>	25	112,225.98	%	\$ 28,056.49
22.20	<p>MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF</p> <p>Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs</p>	20	112,225.98	%	\$ 22,445.20
Total After Multipliers					\$ 162,727.66

Base Bid Total Maximum Price of Line Items under the MICPA:	\$ 162,727.66
Proposal Price Based Upon Market Experience:	\$ 159,671

2023 Pricing

Garland/DBS Price Based Upon Local Market Competition:

Team Craft Roofing	\$	159,671
Eskola Roofing	\$	176,482
Roofing Professionals, Inc.	\$	228,133

2024 Pricing

Garland/DBS Price Based Upon Local Market Competition:

Team Craft Roofing	\$	163,295
Eskola Roofing	\$	179,510
Team Craft Roofing	\$	231,583

Contractor Name - Unforeseen Site Conditions:

Additional Roof Removal	\$	5.70	per Ln. Ft.
Additional Insulation Replacement	\$	5.13	per Sq. Ft.
Decking Replacement	\$	26.22	per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
216-302-3777



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

**Town of James Island
Art Center: Cool-Sil Coating
1248 Camp Rd
Charleston, SC 29412**

**Date Submitted: 01/24/2024
Proposal #: 25-FL-231046
MICPA # PW1925**

SC General Contractor #: CLG.116405 CG

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Using the information gathered from a recent IR scan, remove and replace any areas of wet insulation.
2. Make all necessary field and flashing repairs done according to good construction practices. Check all modified membrane seams and repair/replace as needed. Repair and blisters, holes, cracks, voids with compatible materials.
3. Carefully power wash existing roof surface with greater than 2,000 psi pressure to remove debris, rust, scale, dirt, dust, chalking, flaking, etc. Do not force water into the roof system or damage roof surfaces.
4. Apply Cool-Sil Bleed Blocker Primer to prevent staining of Cool-Sil Coating. Allow primer to dry.
5. Center 6-inch wide Unibond reinforcement tape over the middle membrane lap, apply pressure to the tape at the center and work toward outside edge with a steel roller to activate bond process.
6. Saturate the tape's polyester with Cool-Sil Coating and allow to cure. All seam and flashing work to be completed/installed first.
7. Apply base coating of Cool-Sil in a uniform manner at a rate of 2.0 gallons per sq. ft. over entire roof surface. Use 1/4-inch notched squeegee to spread the coating and 3/4-inch nap roller for uniform coverage.
8. Allow base coating to dry but no more than 72 hours.
9. Apply top coating of Cool-Sil in a uniform manner, perpendicular over base coat at a rate of 2.0 gallons per 100 sq.ft. over entire roof surface. Allow system to cure 72 hours prior to foot traffic.
10. Refer to project specification manual for further information.
11. All details to be installed in accordance with details included within package and in accordance with manufacturer's guidelines.

Proposal Price Based Upon Market Experience: \$ 119,051

Garland/DBS Price Based Upon Local Market Competition:

1 Team Craft	\$ 119,051
2 Eskola Roofing	\$ 128,664

Contractor Name - Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement	\$ 6.84 per Ln. Ft.
Additional Insulation Replacement	\$ 7.41 per Sq. Ft.
Decking Replacement	\$ 26.22 per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

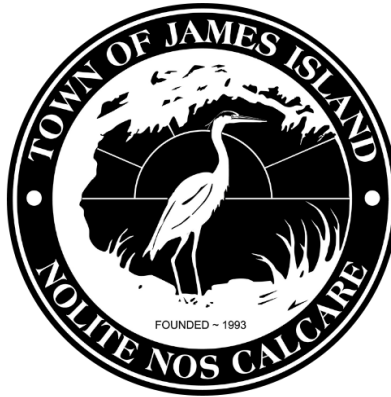
John Petersen

John Petersen
Garland/DBS, Inc.
216-302-3777

The Garland Company, Inc.

Roof Asset Management Program

RAMP®



Art Center - Revised 10 Year Warranty Solution

Prepared By
Seth Klein

Prepared For
Brook Lyon, Mayor

January 22, 2024

Table of Contents

Arts and Culture Center Low / Facility Summary.....	3
Arts and Culture Center Low / Low Slope / Construction Details.....	4
Arts and Culture Center Low / Low Slope / Roof Section Drawing.....	5
Arts and Culture Center Low / Low Slope / Inspection: May 5, 2023.....	6
Arts and Culture Center Low / Low Slope / Solution: Jan 22, 2024.....	12



Facility Summary

Client: Town of James Island

Facility: Arts and Culture Center Low

Facility Data

Address 1	1248 Camp Rd
City	Charleston
State	South Carolina
ZIP	29412
Type of Facility	Municipal
Square Footage	5,525
Contact Person	Brian Stokes

Notes

Visual, Adhesion, CLEAR and Moisture tests were performed on low slope roof sections. Photos with visual observations attached to this report.

Moisture scan was conducted on 6/30/23 by BEST Engineering. Scan revealed that approximately 400 square feet or 7.25% of roof insulation had moisture and would need to be replaced. This is within the recommended 25% threshold for restoration.

Revised 10 Year Warranty Solution breakdown per Council Request can be found on solutions portion of report.

Asset Information

Name	Date Installed	Square Footage	Roof Access
Low Slope	Unknown	5,000	Ladder Needed



Construction Details

Client: Town of James Island

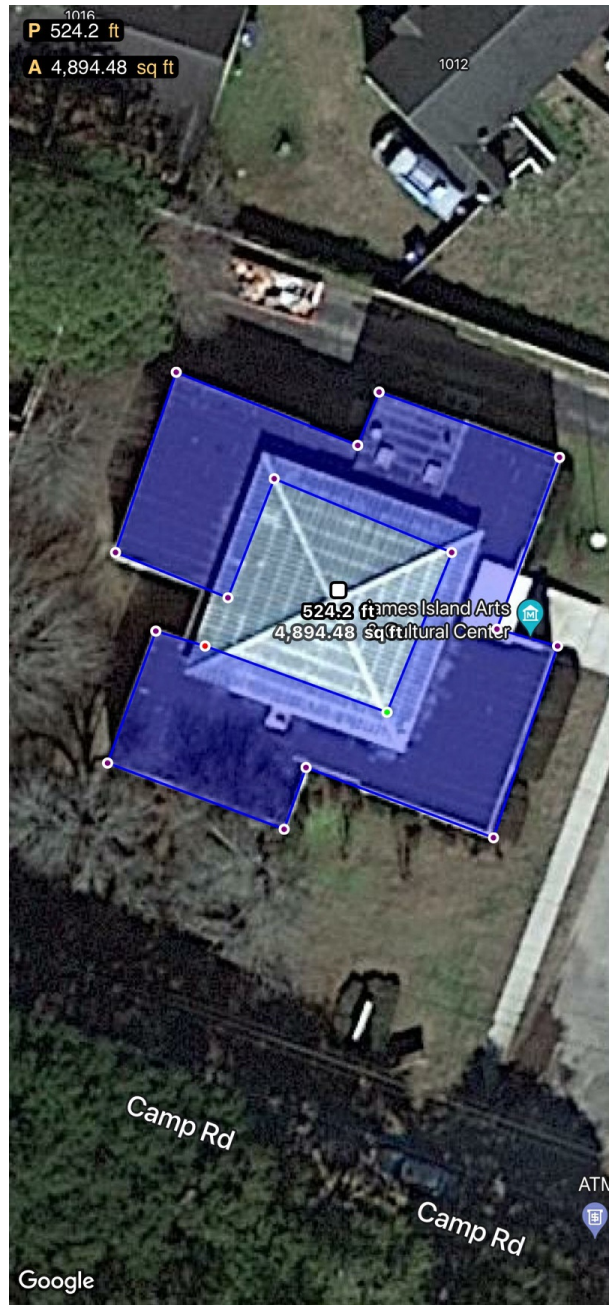
Facility: Arts and Culture Center Low

Roof Section: Low Slope



Information

Year Installed	Unknown	Square Footage	5,000
Slope Dimension	.25/12	Eave Height	20
Roof Access	Ladder Needed	System Type	Modified BUR





Inspection Report

Client: Town of James Island

Facility: Arts and Culture Center Low

Report Date: 05/05/2023

Roof Section: Low Slope

Inspection Information

Inspection Date	05/05/2023	Core Data	Yes
Inspection Type	Visual Inspection	Leakage	Yes



Photo 1

Area by curb with blister may have had minor signs of moisture damage.



Photo 2

Overview of roof. Roof surfacing (minerals) have completely worn off. Roof has passed it's useful life and is deteriorating rapidly.



Photo 3

Observed evidence of a history of Ponding water by drains Ponding water occurs when moisture collects in large pools on the surface of a roof system. Roof drains are blocked or clogged with debris. Roof depressions that collect and hold water will tend to grow in size as the added weight of the ponding water will continue to deflect the roof deck even further.

This condition can damage the roof in a number of ways. Additional structural loads create more movement of the roof assembly creating more tear stress and of course a potential for structural failure. UV intensity also increases under ponding conditions as the sun's rays are increased to the point where it accelerates deterioration in most all roof systems. In asphalt based assemblies the natural waterproofing oils in the asphalt will separate from the membrane if the system remains submerged under water for sustained periods. Single ply roof system rot and burn out when the ponding area is exposed to sunlight. The added weight can crush insulation increasing the ponding condition and creating a condition where the insulation becomes a useless thermal barrier. This condition then affects the mechanical system and the cost of heating and cooling the building. In the winter ponding water will expand as it freezes. This expansion will weaken small imperfections in the roof system. Small cracks and tears will widen until they rupture to allow water into the building. And finally, a negatively deflected deck becomes a structural concern.



Photo 4



Photo 5

Previously repairs done on the roof, most likely with silicone coatings.



Photo 6



Photo 7

Observed several patches throughout roof system.



Photo 8

Observed large blister and open seams near curbs/HVAC unit.

Blisters: Soft spongy pockets or swellings in the roofing material. They occur between layers of felt or between the roof membrane and substrate. Air or moisture vapor entrapped within a blister expands as the roof and outside air temperatures rise. This results in sufficient pressure to push the roofing felts upwards and apart. Blisters may be ruptured by roof traffic, expanding frozen water, or hail (especially during colder weather). Some blisters may become so large as to affect drainage, which may then cause ponding water. Laps could also be pulled apart, resulting in leakage. A ruptured blister will immediately allow water to penetrate and damage the roof system.



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14

Core sample revealed two inches of Polyiso insulation, coverboard, and BUR modified membrane.



Photo 15

Adhesion pull conducted on 5/9/23 9:45a, 85 degrees.

PULL TEST RESULTS: Both tests pulled +18lb per square inch. Minimum test pass is 4 lb per sq inch. Tests were successful for use of product.

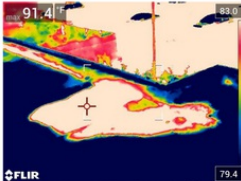
MOISTURE SURVEY AND INFRARED SCAN



Moisture scan with a Tramex meter.



Dots sprayed at point locations of elevated meter readings.



Infrared scan image with thermal anomalies of a suspected area of wet insulation.



Photo of the same area.

Photo 16



Solution Options

Client: Town of James Island

Facility: Arts and Culture Center Low

Roof Section: Low Slope

Restore Options

Solution Option:	Restore	Action Year:	2024
Square Footage:	5,000	Expected Life (Years):	10
Budget:	\$126,956.00		

Bid Breakdown from Current Low Bidder, Eskola Roofing.

Price is turnkey and includes all applicable and necessary bonding, insurance, permits, shipping, etc. Official proposal to be provided upon approval of new 10 year solution quote.

- 1) Mobilizing, equipment, dumpsters
\$9,690
- 2) Wet insulation/membrane replacement, and priming
\$6,271
- 3) Fluid Applied Restoration Membrane
\$59,157
- 4) Three coursing/Flashing details
\$15,867
- 5) Fascia Board replacement
\$8,500
- 6) Roof Drain Replacement
\$7,500
- 7) Admin, shipping, bonding, insurance, permits, etc
\$19,971

Total: \$126,956

ROOF RESTORATION - SCOPE OF WORK SUMMARY:

1. USING THE INFORMATION GATHERED FROM A RECENT IR SCAN, REMOVE AND REPLACE ANY AREAS OF WET INSULATION OR DAMAGED ROOF MEMBRANE. NEW INSULATION/ROOF SHALL MATCH EXISTING ROOF HEIGHTS.
2. MAKE ALL NECESSARY FIELD AND FLASHING REPAIRS DONE ACCORDING TO GOOD CONSTRUCTION PRACTICES. CHECK ALL MODIFIED MEMBRANE SEAMS AND REPAIR/REPLACE AS NEEDED. REPAIR ANY BLISTERS, HOLES, CRACKS, VOIDS WITH COMPATIBLE MATERIALS.
3. CAREFULLY POWER WASH EXISTING ROOF SURFACE WITH GREATER THAN 2,000 PSI PRESSURE TO REMOVE DEBRIS, RUST, SCALE, DIRT, DUST, CHALKING, FLAKING, ETC. DO NOT FORCE WATER INTO THE ROOF SYSTEM OR DAMAGE

ROOF SURFACES.

4. APPLY COOL-SIL BLEED BLOCKER PRIMER TO PREVENT STAINING OF COOL-SIL COATING. ALLOW PRIMER TO DRY.
5. CENTER 6-INCH WIDE UNIBOND REINFORCEMENT TAPE OVER THE MIDDLE MEMBRANE LAP, APPLY PRESSURE TO THE TAPE AT THE CENTER AND WORK TOWARD OUTSIDE EDGE WITH A STEEL ROLLER TO ACTIVATE BONDING PROCESS.
6. SATURATE THE TAPE'S POLYESTER SURFACE WITH COOL-SIL COATING AND ALLOW TO CURE. ALL SEAM AND FLASHING WORK TO BE COMPLETED/INSTALLED FIRST.
7. APPLY BASE COATING OF COOL-SIL IN A UNIFORM MANNER AT A RATE OF 2.0 GALLONS PER 100 SQ. FT. OVER ENTIRE ROOF SURFACE. USE 1/4-INCH NOTCHED SQUEEGEE TO SPREAD THE COATING AND 3/4-INCH NAP ROLLER FOR UNIFORM COVERAGE.
8. ALLOW BASE COATING TO DRY BUT NO MORE THAN 72 HOURS
9. APPLY TOP COATING OF COOL-SIL IN A UNIFORM MANNER, PERPENDICULAR OVER BASE COAT AT A RATE OF 2.0 GALLONS PER 100 SQ. FT. OVER ENTIRE ROOF SURFACE. ALLOW SYSTEM TO CURE 72 HOURS PRIOR TO FOOT TRAFFIC.
10. REFER TO PROJECT SPECIFICATION MANUAL FOR FURTHER INFORMATION
11. ALL DETAILS TO BE INSTALLED IN ACCORDANCE WITH DETAILS INCLUDED WITHIN PACKAGE AND IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.

ABOVE IS AN ABBREVIATED SCOPE OF WORK - CONTRACTOR TO FOLLOW THE SPECIFICATION IN ITS ENTIRETY.



2024 Women in Construction Week National Association of Women in Construction (NAWIC)

WHEREAS, the NAWIC Palmetto Chapter has distinguished itself for six years as the voice of women in construction in James Island and

WHEREAS, the work done by the NAWIC Palmetto Chapter has benefited James Island through community development and educational programs; and

WHEREAS, the NAWIC Palmetto Chapter has unceasingly promoted the employment and advancement of women in the construction industry; and

WHEREAS, the construction community, represented by NAWIC Palmetto Chapter has been a driving force in fostering community development through renovation and beautification projects; promotion of skilled trades careers; and a positive vision of the future; and

WHEREAS, the NAWIC Palmetto Chapter has sought to achieve successful results for James Island and surrounding areas in a cooperative spirit with other organizations;

Now therefore, be it proclaimed that I, Mayor Brook Lyon and the members of the James Island Town Council, do hereby recognize the NAWIC Palmetto Chapter and its many dedicated volunteers for its steadfast work on behalf and support of women in construction, and do proudly proclaim the week of March 3-9, 2024 as "Women in Construction Week," and encourage our citizens to congratulate the organization on its many accomplishments.

Proclaimed this 15 day of February 2024.

Brook Lyon
Mayor

ATTEST

Frances Simmons
Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
) FOR FOLLY BIKE AND PEDESTRIAN
COUNTY OF CHARLESTON) IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this ___ day of _____, 2024, by and between the County of Charleston (hereinafter referred to as the "County") and the TOWN OF JAMES ISLAND, South Carolina (hereinafter referred to as the "Town").

WHEREAS, the County will construct the Folly Bike and Pedestrian Improvements project. This project shall consist of installation of approximately 6,800 feet of concrete sidewalk and other ADA compliant features. In addition to the sidewalk improvements, Folly Road (SC-171) will be milled, overlaid, and restriped to allow the opportunity for high visibility pavement markings and increased pedestrian safety. The project shall also consist of minor utility relocations and minimal installation of drainage systems for the road; and

WHEREAS, the Town has granted municipal consent of the planned construction pursuant to Town Resolution 2017-16; and

WHEREAS, the Town hereby agrees to commit \$400,000.00 of funds from the Town's General Fund pursuant to Town Resolution 2017-16.

NOW, THEREFORE, in consideration of the foregoing premises mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the Town hereby agree as follows:

Section 1: Findings. The above recitals and findings are incorporated herein by reference and made a part of this Agreement.

Section 2: Delegation of Authority. The Town hereby authorizes the County, and the County hereby agrees to provide the services within its municipal jurisdiction as herein set forth. The County will perform all services hereunder; however, if the Town does not adopt ordinances necessary for the County to perform all services hereunder, the County may terminate this Agreement at its sole discretion.

Section 3: Scope of Services. Charleston County shall perform in a satisfactory and workmanlike manner the services designated below. Work elements shall be performed in accordance with the following work description. Specific work activities to be undertaken by Charleston County include:

Obligations of the County:

1. The County agrees to procure and administer the construction contract for the Folly Bike and Pedestrian Improvements project pursuant to the

approved plans and contract specifications attached hereto and incorporated by reference.

2. The County agrees to submit documentation of the work completed and funds expended with each reimbursement request for matching funds. Each reimbursement request will reflect the Town's portion of the matching funds. Reimbursement requests will be submitted to the Town on a monthly basis to a maximum of \$400,000.00.
3. The County agrees to manage any warranty claims as required pursuant to the construction contract between the County and the Contractor.

Obligations of the Town:

1. The Town agrees to provide \$400,000.00 in funds from the Town's General Fund.
2. The Town agrees to pay all reimbursement requests within thirty (30) days of receipt of a reimbursement invoice submitted by the County.

Section 4: Term.

1. This Agreement will become effective as of the date listed above, upon execution by authorized representatives of both parties.
2. The term of this Agreement shall be through completion of construction, warranty period and receipt of the final reimbursement request.

Section 5: Termination for Convenience. The County, by advance written notice, may terminate this Agreement when it is in the best interests of the County. If this Agreement is so terminated, the County shall be compensated for all necessary and reasonable direct costs of performing the County's Obligations. The Town will not be compensated for any other costs in connection with a termination for convenience. The Town will not be entitled to recover any damages in connection with a termination for convenience.

Section 6: Termination for Cause.

(a) If the Town or County breaches any of its obligations under this Agreement, the non-breaching party shall give written notice to the other of such default, specifying with particularity the nature of such default. If the breaching party fails, within thirty (30) days of receipt of such notice of default, to cure such default, or if such default cannot reasonably be cured in a thirty (30) day period, and the breaching party fails to substantially begin such cure within such thirty (30) day

period or fails thereafter to diligently pursue completion of such cure, the breaching party shall be deemed to be in default under this Agreement.

(b) If either the Town or County defaults, the non-defaulting party shall have the option, in its sole discretion, to terminate this Agreement, effective upon written notice of such termination to the Designated Representative of the Party that is in default, and upon such termination, the non-defaulting Party shall have no further obligation or liability under or pursuant to this Agreement.

Section 7: Entire Agreement. This Agreement constitutes the entire understanding between the County and Town and supersedes all prior and contemporaneous written and oral agreements regarding the subject of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally. Any change, alteration, amendment, or modification shall be effective only if written and executed by both the County and the Town.

Section 8: Notices. Both the County and Town designate as a contact for receiving notices pertaining to this Agreement, to include information, coordination, invoice submittals and other Project related matters as follows:

To the County:

Eric Adams, P.E.
Director of Public Works
County of Charleston
4045 Bridgeview Drive, Suite B309
North Charleston, SC 29405

To the Town of James Island:

Niki Grimball
Town Administrator
Town of James Island
1122 Dills Bluff Road
Charleston, SC 29412

Section 9: Successors and Assigns. This Agreement and all covenants thereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 10: Responsibilities and Limitation of Liability. This Agreement is made upon the express condition that the County, its agents and employees shall be free from any and all liabilities and claims for damages and/or suits for or by reason of any injury, death to any person or property, or failure of the Town, its agents or employees, or third parties (for any reason) to provide services within the Town, or any part thereof during the term of this Agreement.

Section 11: Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of South Carolina. In any litigation arising under this Agreement, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit in Charleston, South Carolina.

IN WITNESS WHEREOF, the parties hereto by their authorized representative have signed sealed and delivered this agreement at Charleston, South Carolina on the day year written above.

WITNESSES:

COUNTY OF CHARLESTON

By: Bill Tuten
Its: County Administrator

WITNESSES:

TOWN OF JAMES ISLAND

By: Brook Lyon
Its: Mayor

RESOLUTION #2017-16

A RESOLUTION BY THE TOWN OF JAMES ISLAND COUNCIL SUPPORTING A JOINT APPLICATION BY THE CITY OF FOLLY BEACH, THE CITY OF CHARLESTON, AND CHARLESTON COUNTY FOR A COMPLETE STREETS APPLICATION FOR IMPROVEMENTS ALONG FOLLY ROAD

WHEREAS, The City of Charleston, City of Folly Beach, Charleston County, the Town of James Island and the Berkeley Charleston Dorchester Council of Governments (BCDCOG) collectively established a multi-jurisdictional Vision for the Folly Road Corridor known as the Rethink Folly Road Plan (the "Plan"); and

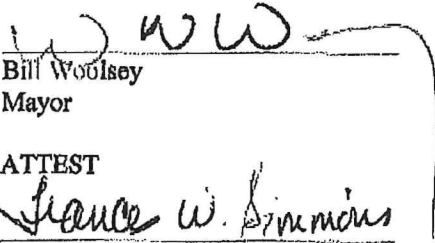
WHEREAS, the Vision of the Plan is to be accomplished through implementation actions identified in the Plan that address issues related to improving safety and operational efficiency of all modes of travel; and

WHEREAS, The participating jurisdictions have agreed to prepare a Complete Streets grant application to implement improvements consistent with the Rethink Folly Road Plan; and

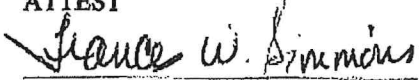
WHEREAS, The Plan builds on and coordinates with previous and ongoing planning development activities from the public and private sectors, and community-based organizations.

NOW, THEREFORE, BE IT RESOLVED, that the Town of James Island expresses its support of a joint Complete Streets grant application to be submitted by the Town, City of Charleston, City of Folly Beach, and Charleston County for Folly Road improvements.

Enacted, this 16th day November, 2017


Bill Woolsey
Mayor

ATTEST


Frances Simmons
Town Clerk

The Town of James Island held its regular meeting at 7:00 p.m. in Council Chambers, 1238-B Camp Road, James Island, SC on Thursday, November 16, 2017. The following members of Council were present: Mayor Pro-Tem Leonard Blank, Garrett Milliken, Darren "Troy" Mullinax, Joshua P. Stokes and Mayor Bill Woolsey, who presided. Also, Ashley Kellahan, Town Administrator, Bonum S. Wilson, Town Attorney, Merrell Roe, Finance Officer, Mark Johnson, Public Works Director, Sergeant Shawn James, Island Sheriff's Patrol, and Frances Simmons, Town Clerk. A quorum was present to conduct business.

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

Presentation of FY 2016/2017 Financial Statement, Henry Wilson, Wilson & Quirk CPA: Mr. Wilson presented an overview of the Independent Auditor's Report and Financial Statements for the year ending June 30, 2017. Mr. Wilson complimented the Town on receiving a clean unqualified opinion. He said the Town is in a good cash position for operations and financial internal controls. Mr. Wilson reviewed the Town's bonds, noting that last year the Town issued bonds, has paid \$200,000, and has \$2.9 million remaining. The Town has purchased land and is building a Town Hall. \$2.2 million, as of June 30, is available to complete the Town Hall, in addition to \$1.1 million if it is needed. Mr. Wilson reviewed the Town's pension plan with the SC Retirement System (SCRS). The SCRS, as of June 16, is \$19 billion underfunded. He is required to report the Town's pro-rata share as a liability on the Financial Statement. However, SCRS would not send the Town a bill for its share, \$961,000. How this impacts the Town is the SCRS raises what is withheld from an employee and the Town pays a match. That \$961,000 liability does not have to be paid by the Town. Town revenues are above budget; and expenses are below budget. Overall, the Town is in good fiscal condition. Mr. Wilson was thanked for preparing the audit and for a great job explaining it.

Public Comment: No comments were made.

Consent Agenda

- a. Minutes October 19 Regular Town Council Meeting: Councilman Milliken moved to approve the consent agenda and it passed unanimously.

Information Reports:

- a. Finance Report: Written report presented by Finance Officer Merrell Roe and accepted as information. Ms. Roe added that local option sales tax revenues (LOST) were received for August and September 2017.
- b. Administrator's Report: Written report presented by Town Administrator Ashley Kellahan and accepted as information. Town Council Christmas Drop-in will be held Friday, December 8. The completion of Town Hall is scheduled March 2018.
- c. Public Works Report: Written report presented by Public Works Director, Mark Johnson and accepted as information. Councilman Stokes asked the timeframe on the Harbor View project; Mr. Johnson said it should be this month because there were not many deficiencies. Councilman Stokes asked about updates on the Camp and Folly Intersection project. Mayor Woolsey said he received a report on the items being worked on. He said no information was given on the completion date other than next spring. Councilman Milliken asked who would be responsible for maintaining the culverts and gutters once the project is completed and Mr. Johnson answered the SC Department of Transportation (SCDOT).

- d. Island Sheriffs' Patrol Report: Sergeant James presented the crime report. He announced that no bench warrants are being served at this time. The Island Sheriffs' Patrol report was accepted as information.

Requests for Approval:

- Award to Blanchard Construction for Town Hall Overflow Parking Lot: Mrs. Kellahan reported this is the joint parking lot with the Town and First Baptist Church. Three (3) bids were received. Blanchard Construction was the low bidder at \$398,565 and the Town and First Baptist will be responsible for 50% of the cost. After the contract is awarded, the Town can issue a notice to proceed according to the architect on November 27. Per contract, this should take 90 days and the overflow parking lot would be completed. The Church will be able to use their portion of the parking lot once completed. Motion in favor made by Councilman Stokes, seconded by Councilman Mullinax. Councilman Milliken asked if the parking lot would be pervious. Mrs. Kellahan said the Town Hall's portion would be pervious; the same as at Pinckney Park and the Church will be asphalt. Motion passed unanimously.
- Fort Johnson Culvert and Junction Box Repair: Mrs. Kellahan presented a proposal from Utility Asset Management for \$14,428. She said Charleston County Stormwater has reviewed the proposal and thought the price was good. Motion in favor was made by Councilman Stokes, seconded by Councilman Milliken. No discussion. Motion passed unanimously.
- Santee Street Public Parking Lot Design Improvements: Mrs. Kellahan reported that Council previously approved leasing two commercial lots on Santee Street (behind the Sweetwater Café, Roadside, and Gillie's Restaurants). She said the Town would like to work with Stantec to improve the lots to bring them in-line with the Rethink Folly Road project. There would be a connection at the back so restaurant staffs and patrons would not have to access the lot from Folly Road. Improvements will include delineating spaces for a better flow. Motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax.

Councilman Milliken commented that \$13,000 is a large cost for Concept Plans and Topographic Surveys and asked if other bids had been received. Mrs. Kellahan explained that the Town uses three engineering firms. She said engineering and architectural services are not sent out for bids; requests for qualifications (RFQ's) are solicited. The Town did this a few years ago. Stantec is one of four firms the Town procures and they were already working on the Folly Road Phase I Project Conceptual Study. Mrs. Kellahan commented that Stantec's fees may be higher than others but they provide good work products, they are competent and fast. There was discussion about the configurations and how many would be provided. Councilman Stokes confirmed the proposal states up to three. Councilman Milliken said, if this has nothing to do with construction, is the \$13,000 for the three options only. Mrs. Kellahan said also for surveying. Councilman Milliken said if we go about this as a construction bid, would the cost go down to get a better price. Mrs. Kellahan explained the options, and that some restaurant owners wanted to have access but did not know the best way to go about it. There are trees that buffers between Sweetwater, Roadside, and the property owner wants to keep as many as possible. It has been a long time since the property line was surveyed and the Town wants only to work on the parcels that we lease. Councilman Milliken asked if certain design elements could be specified in the plan; i.e., tree protection, tree wells, and pervious materials used for surfacing; Mrs. Kellahan said those could be specified. Mayor Woolsey said we are interested in protecting the trees as best that we can. He did not think many of them were grand trees. Councilman Milliken asked if the owner would pay for any of the costs. Mrs. Kellahan said the Town has a 10-year lease that specifies the owner approving improvements. The costs would be funded with Hospitality Taxes, which goes back into the community. Councilman

Milliken asked if lighting is included and expressed concern about how that might affect the neighbors. Mrs. Kellahan said lighting and security is included. Motion passed unanimously.

Committee Reports:

Land Use Committee: No Report.

Environment and Beautification Committee: Councilman Milliken announced a successful Adopt a Highway litter pickup on November 4; 55 bags of litter collected. A litter pick-up will be held on December 16 on Harbor View Road. Arbor Day celebration will be held on Friday, December 1 at Camp Road Middle School. The Annual Art Auction will be held on Saturday, February 24. The next Poetry Workshop will be held on March 17.

Children's Commission: The Third Annual Lights On event will be held on Saturday, November 18 from 10-12 Noon in the parking lot at Town Hall. Lights On is a nationwide event that celebrates afterschool programs and its important role in the lives of children, families and the community. This event is sponsored by the Children's Commission and the Kaleidoscope Program.

Public Safety Committee: Councilman Mullinax announced that the Neighborhood Council met earlier this month because of the Thanksgiving holiday. The next meeting will be Thursday, December 28 at 7:00 p.m.

History Commission: Mayor Woolsey announced that the History Commission held the dedication and installation of the Battle of Dills Bluff marker on Saturday, November 11. The Simeon Pinckney marker will be dedicated and installed on February 10. The History Commission held a kick-off meeting on November 14 to discuss a Guide to the History of James Island.

Proclamations/Resolutions:

Resolution #2017-16: Resolution in Support of Complete Streets Application for Improvements along Folly Road: Mayor Woolsey reported that the Rethink Folly Road Steering Committee has come to an agreement with Charleston County to combine the Town's earlier proposal for building sidewalks from Ellis Creek to George Griffiths, with a project going further down the road. The project that was developed runs from Ellis Creek to Sol Legare. There is \$4.4 million remaining in the Complete Streets federal money at the Council of Governments (COG) and we plan to apply. The cost of putting multi-use paths along that entire corridor was \$15.9 million. If sidewalks are put in areas where we currently have a bike path and multi-use paths, is \$10.3 million. At Monday's COG meeting, approval was received for \$1.5 million towards the project. The Town has already committed to \$400,000 and the County anticipates \$2 million from the Half-Cent Sales Tax. The \$1.5 million we received from the COG is federal money; and the City is likely to come up with \$400,000. He said there are different options to phase the project and the Steering Committee will make recommendations that will come to Council to decide. Mayor Woolsey said the Resolution supports the County's application. They have already submitted an application to the COG for the larger project that we will support. Motion in favor of the Resolution was made by Councilman Stokes, seconded by Councilman Mullinax.

Councilman Milliken said he hopes a Complete Streets Implementation will be done. He said a lot of money was received for Harbor View Road and not all of the Complete Streets guidelines were followed, primarily public transportation features. There are no public transportation now, but; if you put the features in, they might come. Bus pullouts are a good way to keep traffic moving and as we go through the implementation of sidewalks, leave room for a bus pullout. Mayor Woolsey said he thinks the current proposal includes four bus shelters, but he does not know if bus pullouts are in the current version of the plan. Mayor Woolsey said his understanding of the conceptual plan in the application that we will endorse is not written in stone. As the plan is implemented, it is subject to modification. He noted that when this question came up in the Steering Committee, the understanding from the consultants and Charleston County was that if the

application is successful and more money is received from the COG, we would not be tied to implementing the plan exactly. Motion passed unanimously.

Ordinances up for Second Reading: None

Ordinances up for First Reading: None

New Business: None

Executive Session: Not needed

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:49 p.m.

Respectfully submitted:
Frances Simmons
Town Clerk

RESOLUTION #2024-02

A RESOLUTION IN SUPPORT OF MUNICIPAL CONSENT AGREEMENT FOR FORT JOHNSON AND CAMP ROADS

WHEREAS, Charleston County (the County) proposes to construct a major traffic safety improvement project with a roundabout at Camp and Fort Johnson Roads in the Town of James Island; and

WHEREAS, the Town wishes to authorize and support this critical public safety measure;

NOW, THEREFORE, BE IT RESOLVED, that the Town of James Island hereby consent to the construction of the Camp and Fort Johnson traffic safety improvement project within its corporate limits.

Frances H. Lyon
Mayor

ATTEST

Frances W. Simmons
Town Clerk

Adopted and approved this 15 February, 2024

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA)
) RESOLUTION
COUNTY OF CHARLESTON)

Road/Route: Camp Road and Stone Post Road (S-28); Fort Johnson Road (S-94)
Project: S-28 (Camp Road) and S-94 (Fort Johnson Road) Intersection Improvements
Project
SCDOT Project ID: P041514

WHEREAS, Charleston County (COUNTY) and the South Carolina Department of Transportation (SCDOT) propose to construct, reconstruct, alter, or improve certain segments of highway(s) in the State Highway System referenced above which are located within the corporate limits of the Town of James Island (TOWN); and

WHEREAS, the TOWN wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with plans to be prepared by the COUNTY with SCDOT approval (“the Project Plans”).

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1976, as amended), the TOWN does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits for the Camp Road and Fort Johnson Road Intersection Improvement Project, and further, the TOWN, , does hereby approve of the project as provided for in Code §57-5-830.

BE IT FURTHER RESOLVED, that the foregoing consent shall be the sole approval necessary from the TOWN for SCDOT and the COUNTY to complete the project and constitutes a waiver of any and all other requirements with regard to construction within the TOWN’s limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the TOWN shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the TOWN will be responsible for the perpetual maintenance of all special or unique features, enhancements, and nonstandard materials incorporated in the project, such as the lighting and landscaping installed within the Town’s limits.

BE IT FURTHER RESOLVED, that the TOWN will assist SCDOT and the COUNTY in causing gas pipes, manholes, or fire hydrants, and all communication lines and equipment, power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company’s expense, except where the utility can demonstrate a prior right of occupancy. For water and sewer utilities, the TOWN will assist SCDOT and the COUNTY in causing all water and sewer located within the existing right of way to be relocated at the utility company’s expense, except for the portion of relocation cost pursuant to Section 57-5-880 of the Code of Laws of South Carolina, 1976 (“Act 36 of 2019”), where the COUNTY shall bear all the relocation costs of non-prior rights utility work, including design costs, for up to four percent of the original construction bid amount. To the extent that TOWN-owned utilities are to be relocated in accordance with the Project Plans, those utility lines, pipes and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT and the COUNTY. SCDOT and the County shall bear no liability for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the TOWN or its contractors. The TOWN agrees to indemnify and hold harmless SCDOT and the COUNTY to the fullest extent allowed by law against any and all claims or actions brought against it arising out of the placing, maintenance, or removal of any utilities by the TOWN or its contractors. Future utility installations by

the TOWN within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way"., August 2005, as revised.

BE IT FURTHER RESOLVED, that the TOWN hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the sidewalks and street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the SCDOT as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this ____ day of _____, 20___, and the original of this Resolution will be filed with the South Carolina Department of Transportation in Columbia and Charleston County in North Charleston.

Dated: _____

James Island, South Carolina
Municipality

ATTEST: _____
Clerk

By: _____
Mayor

AN ORDINANCE TO AMEND ORDINANCE # 2019-13: 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 procurement 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–\$4,999* Requires no formal procurement, but the purchaser will ensure that the lowest cost is sought when possible. Purchases up to \$4,999 must be approved by the Mayor, or his or her designee, provided adequate budgeted funds are available for the purchase;

(2) *For purchases \$5,000 –\$9,999.* 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 \$9,999 must be approved by the Mayor, or his or her designee provided adequate budgeted funds are available for the purchase;

(3) *For purchases \$10,000–\$24,999.* Same requirements as in division (B)(2) above, except purchases up to \$24,999 must be approved by the Mayor and Council, provided adequate budgeted funds are available for the purchase, and

(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 that the Town’s best interest would be better served.

(D) Formal contracts shall be executed by the Mayor.

32.04 PROCUREMENT LEVELS, LIMITATIONS, AUTHORIZATIONS AND PROCESS.

(A) *Small procurements (\$0–\$4,999).*

(1) Small purchases must be approved by 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 *\$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 (\$5,000 –\$9,999).*

(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** sources whenever possible for purchases costing *\$(5,000)* or more but less than \$10,000.

(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 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 **\$5,000** or more but less than \$10,000 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 **\$5,000** or more but less than \$10,000 must be approved by the Mayor or his or her designee.

(C) *Competitive quotes (\$10,000–\$24,999)*. All requirements outlined in above division (B) apply to this purchasing level except that purchase orders require approval by the Mayor and Town Council **and a minimum of two written quotes is required.**

(D) *Competitive sealed bids (\$25,000 and over)*.

(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 initiated 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 worth 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 that the Town's best interest would be better served.

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

(G) The Purchasing Agent may also authorize any 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. The Purchasing Agent shall

submit a report of the expenditure to the Town Council, which shall be entered in the minutes of Council.

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. 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 interests 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.

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 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 days. The bid award or contract shall not be stayed pending any such protest.

(C) Any protestant aggrieved by the decision of the purchasing agent may appeal to Town Council within five days of the purchasing agent's decision. No new issues may be raised on such appeal. The Mayor shall issue the decision of the Town Council within 15 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 **\$5,000** with the following exceptions.

(A) *Emergency procurement.* Notwithstanding any other provision of this procedure, 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) 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 for such emergency purposes. 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 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.

(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, 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 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 Mayor or his or her designee shall request firms to submit a statement of qualifications and performance data.

(1) The Mayor or his or her designee shall conduct discussions with no less than three firms, except when fewer responds. 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 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 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 Mayor or his or her designee is unable to negotiate a satisfactory contract with the firm considered most qualified, negotiations with that firm shall be formally terminated. The Mayor or his or her designee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Mayor or his or her designee shall then undertake negotiations with the third most qualified firm. If the Mayor or his or her designee is unable to negotiate a contract with any of the selected firms, the Mayor or his or her designee may select additional firms in order of their competence and qualifications, and the Mayor or his or her designee 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;
- (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;
- (5) replacement parts of existing equipment supplied by the original equipment manufacturer or authorized dealer;
- (6) routine, recurring purchases (e.g., office supplies);
- (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.

32.10 SURPLUS STOCK.

(A) 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 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; by the Mayor for items with an estimated value 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 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 there by 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.

32.14 COOPERATIVE AND INTERGOVERNMENTAL PURCHASING

The Mayor or his/her 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 Mayor or his/her 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 OWNERSHP 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: February 15, 2024

Second Reading: March 21, 2024

Frances H. Lyon
Mayor

ATTEST

Frances Simmons
Town Clerk

TO AMEND ORDINANCE 2018-16 PERTAINING TO ENVIRONMENTALLY ACCEPTABLE PACKAGING PRODUCTS TO CLARIFY THE DEFINITIONS OF A REUSABLE CARRYOUT BAG

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF THE TOWN OF JAMES ISLAND, IN COUNCIL DULY ASSEMBLED:

Section 112.01 (A) Definitions, of the Code of the Town of James Island is hereby amended as follows (new text in bold and underlined):

REUSABLE CARRYOUT BAG shall mean a carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:

- (1) Displays in a highly visible manner on the bag exterior language describing the bag's ability to be reused and recycled;
- (2) Has a handle **which is stitched and not heat-fused;**
- (3) Is constructed out of any of the following materials:
 - (a) Cloth, other **machine**-washable fabric, or other durable materials whether woven or non-woven capable of being cleaned and disinfected; **or**
 - (b) Plastic film with a minimum thickness of four (4.0) mils and capable of being cleaned and disinfected.
- (4) Has a minimum lifetime of 125 uses, which for purposes of this section means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

Section 112.01, (B) Regulations, of the Code of the Town of James Island is hereby amended as follows (new text in bold and underlined):

(8) While cutlery is considered exempt, food providers in the Town of James Island shall only provide, distribute or deliver disposable to-go-cutlery (i.e., forks, spoons, knives) for prepared food upon the request or affirmative response of a customer or person being provided the prepared food or beverage, or in a self-service area or dispenser.

The amendments associated with this Ordinance shall become effective on _____, 2024

Frances H. Lyon
Mayor, Town of James Island

ATTEST:

Frances Simmons
Town Clerk