



Town of James Island, Regular Town Council Meeting
June 16, 2016; 7:00 PM; 1238-B Camp Road, James Island, SC 29412

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

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

1. Opening Exercises
2. Public Hearing: Proposed Changes to Town of James Island Zoning and Land Development Regulations Ordinance, including amendments regarding Small Animal Boarding, Pet Stores and Grooming Salons

Public Hearing: Amendments to Protected Tree Requirements, including adding requirements for Major Subdivisions

3. Presentation: Charleston County: Proposed Storm Water Utility Increase
Presentation: Hussey Gay Bell, Pinckney Park Master Plan
4. Consent Agenda
 - a. Minutes: May 19, 2016 Regular Town Council Meeting
 - b. Minutes: June 2, 2016 Special Town Council Meeting
 - c. Proclamation for National Police Week, 2016
5. Information Reports
 - a. Finance Report
 - b. Administrator's Report
 - c. Public Works Report
 - d. Island Sheriffs' Patrol Report
6. Requests for Approval
 - Pinckney Park Master Plan Approval
 - Pinckney Park Design Fee Proposal, Phases I - III
 - Playworld Quote, Pinckney Park
7. Committee Reports
 - Land Use Committee
 - Environment and Beautification Committee
 - Children's Commission
 - Public Safety Committee
 - History Commission
8. Resolutions: None

9. Ordinances up for Second Reading:
 - a. Ordinance #2016-05: An Ordinance Amending the Town of James Island Zoning and Land Development Regulations Ordinance, Section 153.110 and 153.52

10. Ordinances up for First Reading:
 - a. Ordinance #2016-06: An Ordinance Amending the Town of James Island Land Development Regulations Ordinance, Number 2013-07, Sections: 153.334 Tree Protection and Preservation

 - b. Ordinance #2016-07: An Ordinance to Establish Storm Water Management Utility Fees for the Town of James Island

11. New Business

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

13. Return to Regular Session

14. Adjournment

The Town of James Island held its regularly scheduled meeting at 7:00 p.m. in Council Chambers, 1238-B Camp Road, James Island, SC on Thursday, May 19, 2016. 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. A quorum was present to conduct business. Also present: Ashley Kellahan, Town Administrator, Bo Wilson, Town Attorney, Mark Johnson, Public Works Director, Kristen Crane, Planning Director, Sergeant Shawn James, Island Sheriffs’ Patrol, and Frances Simmons, Town Clerk.

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

Proclamations: Mayor Woolsey acknowledged the following persons:

Appreciation to Representative Peter McCoy, Jr., Haley Musser, and Gary Brisbane, community heroes; aided victims in an accident on April 14th on Grimball Road. Motion to approve the resolution was made by Councilman Stokes, seconded by Councilman Milliken and passed unanimously.

Eugene Frazier, Sr. 80th Birthday: Motion to approve resolution was made by Councilman Stokes, seconded by Councilman Mullinax and passed unanimously.

Recognition of Sergeant Shawn James, for Chief Carroll B. Gordon Award: Motion to approve resolution was made by Councilman Stokes, seconded by Councilman Blank and passed unanimously.

Recognition of Reverend Doctor Charles Heyward, Sr. Retirement: Motion to approve resolution was made by Councilman Stokes, seconded by Councilman Milliken and passed unanimously.

Public Comments:

Edward Greene, 1115 Seaside Lane, appeared before Council to request the placement of sidewalk on Seaside Lane. Expressed concern for children safety walking to/from school in the street. Asked Council to give this request first priority.

Heath Patterson, 1648 Battalion Drive: spoke against the 2% Hospitality Tax. He believes the tax will place a burden on James Island residents as well as restaurants and bars in the winter months. Because other municipalities have passed this tax doesn’t mean we should. He agrees with Councilman Milliken that the tax should be voted on by the people through referendum, not an ordinance. Mr. Patterson appeared also at the April Town Council and spoke in opposition.

Melissa Dority, 753 Grimsley Drive: spoke against the Hospitality Tax. She agrees with the comments expressed by Mr. Patterson and has spoken to a few small restaurant owners and they echoed that a burden will be placed on patrons and on the backs of James Island.

John Simpson, 1648 Secessionville Road: asked for an update on the annexation process. He lives on Secessionville Road and would like to annex to the Town.

Consent Agenda:

- a. Minutes of April 21, 2016 Regular Meeting. Motion to approve was made by Councilman Stokes, seconded by Councilman Mullinax. Councilman Milliken made a correction under Public Works Report, to change the word *spaying* to spraying. Minutes approved with the correction.

Information Reports:

- a. Finance Report: Provided to Council. Mrs. Kellahan commented 83% of the year has been completed.
- b. Administrator's Report: In addition to the Administrator's Report, Mrs. Kellahan reported that she and Councilman Mullinax met with Robert Clark (SCDOT) regarding the Town taking ownership of some residential streets. They also discussed a Memorandum of Agreement (MOU) to perform work in the State's right-of-way (ROW). Seaside Lane Sidewalk Project: Stantec has nearly completed the Concept Plans, (mostly drainage than sidewalk). A community meeting will be held with the residents next month to give update. The Concept Plan will come to Council in July to approve the Engineering Phase; and apply for matching funds for the construction. Mayor Woolsey gave a brief update on the annexation legislation proposed by Representative Peter McCoy to change the definition of contiguity.
- c. Public Works Report: Provided to Council. Additionally, Mr. Johnson answered Mayor Woolsey's question that the Speed Humps have been installed on Willow Lake along with proper signage.
- d. Island Sheriffs' Patrol Report: Sergeant James gave an update on the security camera installed on Folly Road and its effectiveness. April statistics: hours worked 313; vehicles stopped 384; tickets issued, 57; warnings issued 332; calls/service 59; field interviews 8; and 7 arrests. A map of burglaries in the area was passed around for information.

Requests for Approval:

Dills Bluff, Phase I: Mrs. Kellahan presented a fee proposal from JLA Architects for planning, design, implementation, and construction for Phase I of the Dills Bluff Sidewalk. The sidewalk will connect from the new sidewalk at the Preserve at Dills Bluff and connect to the intersection at Dills Bluff and Seaside Lane. The fee proposal is presented with and without the boardwalk portion of the project. The cost is \$34,000 with the boardwalk and \$24,000 without. A motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax.

Councilman Milliken posed the question Councilman Blank asked at the May 16th James Island Intergovernmental meeting -- who will pay for this? He said a number of properties along the road is in the City of Charleston. He asked if we could get a breakdown of the cost that each municipality would contribute. He said a boardwalk is a nice feature; however, it is expensive and he understands that a major portion of the boardwalk is in the City. Councilman Blank said the City does not own the property; it was used for annexation. Councilman Milliken asked Mr. Wilson, the Town Attorney, if the City owned the property. Mr. Wilson said he was uncertain, but would look into it if requested. Councilman Milliken said he would like for the City to pay their fair share for what is in their jurisdiction, and would move to defer the item until we receive the estimate. Mayor Woolsey said the request is for design and the actual cost of the project is close to a half million dollars. We are looking for the City to pay for the sidewalk across the area (between Midvale and Julian Clark) in their jurisdiction; the boardwalk will not be in the City. Councilman Blank discussed briefly a boardwalk, or a sidewalk vs. a seawall and his opinion is a seawall would give better protection for the road; but he would like to look at both options. Councilman Stokes asked if the reason for the cost with/without the boardwalk is for permitting and what OCRM will allow - if wetland credits are available; and, if we cannot do a sidewalk or something less expensive, we have the boardwalk option. Mrs. Kellahan answered yes. She is recommending JLA for their success in getting the engineering and construction rates done in time for us to apply for the CTC and TST funding we have gotten good matches for. She noted that the City was responsive at the JI Intergovernmental meeting to put in money for the construction phase. Councilman Milliken asked if we could make an effort to get this information solidified; perhaps Mayor Woolsey could send a letter to the City. Councilman Blank noted that Mayor Tecklenburg has agreed to put this on the City's agenda and we should give him the opportunity to do that. Motion passed unanimously.

Committee Reports

Land Use Committee: No report

Environment and Beautification Committee: Councilman Milliken reported on James Island Pride's Adopt a Highway litter pickup on May 7th. The turn-out was great; over 30 volunteers of all ages participated by collecting 45 bags of trash. The Norris family and a passerby helped to put out a fire at Thomas Johnson Park during the clean-up. The next event is Saturday, September 10. The Mamie Williams Award was presented to James Island Pride for achievement of excellence in environmental improvement for 2016. The award is given by Charleston County Community Pride, Inc.

Children's Commission: No report

Public Safety Committee: Councilman Mullinax announced the JI Neighborhood Council meeting on Thursday, May 26 at 7:00 p.m. He announced that County Councilman Joe Qualey has been successful in obtaining funding to renovate the Camp Road Library to remain open.

History Commission: Historical Market Submission for Simeon Pinckney: Mayor Woolsey reported that the History Commission has recommended applying for a historical marker for Simeon Pinckney. Simeon Pinckney was the owner of the property that we purchased for a park. A motion in favor to apply for the historical marker was made by Councilman Mullinax, seconded by Councilman Stokes. No discussion. Motion passed unanimously.

a. Resolution #2016-07: Harbor Master's House and Two Accessory Buildings at Fort Johnson Site: Mayor Woolsey presented the resolution passed by the Historical Commission regarding the Harbor Master's House and two accessory buildings at Fort Johnson. The Historical Commission recommends, if possible, that the properties be saved and properly researched before any effort is made to demolish or move them. Councilman Blank asked who would do the research. Mayor Woolsey said MUSC is the current owner, but the Historical Commission's resolution does not specify who would do the research. Councilman Milliken asked if the Historical Commission could specify or offer an outside source for the assessment. He expressed concern about MUSC conducting its own research as they are the ones wanting to take the buildings down. Mayor Woolsey said MUSC is looking to apply to demolish one of the accessory structures and that will be before the BZA in July. Councilman Milliken said he would like to pass a resolution with more specificity of the historical significance of the buildings. No action taken.

Resolutions:

- b. Resolution #2016-08: Support of FY 2017 CTC Requests: Quail Drive Sidewalk and Rembert Road Paving: Mrs. Kellahan reported that the Town is requesting \$108,700 in funding through the CTC Allocation Program for the completion of the Quail Drive Sidewalk and Rembert Road Paving. The Town will match these projects with a 50% match, totaling \$108,700 through its Capital Improvements Plan Budget. A copy of a petition to pave Rembert Road was provided to Council. A motion in favor was made by Councilman Stokes, seconded by Councilman Mullinax. No discussion. Motion passed unanimously.
- c. Resolution #2016-09: To Amend Zoning and Land Development Regulations Ordinance Section 153.334, Tree Protection and Preservation: Councilman Mullinax said the resolution is being brought forth as a balance to preserve homeowner rights and to save some 18" trees. The resolution is patterned after the City of Hanahan ordinance. Mayor Woolsey asked for a motion in favor. The motion was made by Councilman Mullinax; seconded by Councilman Milliken. As discussion ensued, Mayor Woolsey said the resolution will go to the Planning Commission for consideration. Mayor Woolsey shared the process that Folly Beach Council uses when referring amendment changes to their Planning Commission. He thought this was a good approach for us to use and shared it with Councilman Mullinax. He told Councilman Mullinax that he would vote in favor to send the resolution to the Planning Commission; though personally he is skeptical about this approach to managing trees. Councilman Blank said he keeps hearing from Council that we don't want to place a burden on residents; yet we continue to add amendments to the tree ordinance. Councilman Stokes said the resolution is an opportunity for the Planning Commission to consider

with any other proposals to see if it is redundant, duplicative or could be changed in some way. He said it makes sense to send it to the Planning Commission for an overall review. No further discussion. Motion passed unanimously.

Ordinances up for Second Reading:

- a. Ordinance #2016-02: An Ordinance Amending the Municipal Code of the Town of James Island to Provide for a New Sub-chapter to be Known as "Hospitality Tax": Motion in favor was made by Councilman Blank, seconded by Councilman Stokes. No discussion. The motion passed; Councilman Milliken voted 'no'.
- b. Ordinance #2016-03: Proposed Fiscal Year 2016-2017 Annual Budget: Motion in favor was made by Councilman Stokes, seconded by Councilman Blank. Councilman Milliken said if we are passing a Hospitality Tax we should mention how the money will be spent in the budget. Mrs. Kellahan said it has been accounted for in the Capital Improvement Plan, which also includes Re-think Folly Road and improvements for Pinckney Park (specified as Corridor Improvements and Park Improvements). She also addressed the question regarding the status of improvements on Folly Road. After discussion, the motion passed; Councilman Milliken voted 'no'.
- c. Ordinance #2016-04: Authorization of Lease Purchase Financing for Town Hall: Motion in favor was made by Councilman Stokes, seconded by Councilman Blank. No discussion. Motion passed. Councilmembers Milliken and Mullinax voted "no".

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 7:58 p.m.

Respectfully submitted

Frances Simmons
Town Clerk

A special meeting of the Town of James Island was held on Thursday, June 2, 2016 at 4:08 p.m. in Council Chambers, 1238-B Camp Road, James Island, SC: 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. A quorum was present to conduct business.

Also present: Ashley Kellahan, Town Administrator, and Frances Simmons, Town Clerk.

Opening Exercises:

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

Public Comments: None

Resolution # 2016-11: Designating Corporation Board of Directors of the James Island Public Facilities Corporation: Mayor Woolsey asked Town Administrator, Ashley Kellahan to give an overview of the resolution before Council. Mrs. Kellahan explained that the Ordinance passed by Town Council at its meeting on May 19th approved the formation of the Corporation. The resolution before Council tonight is to appoint members of the Board for the James Island Facilities Corporation. Bond Attorney, Sam Howell has recommended the designation of the Board Members by title rather than by name. Mrs. Kellahan stated the members will be: Mayor, Mayor Pro-Tem, and Town Administrator, as they are all bonded and are authorized signers for the Town’s finances. Councilman Stokes asked if this was the typical setup by other municipalities; to which Mrs. Kellahan answered yes.

Motion to approve Resolution #2016-11 was made by Councilman Blank, seconded by Councilman Stokes and passed unanimously.

Adjourn: There being no further business to come before the body, the meeting adjourned at 4:11 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk



Proclamation for National Police Week, 2016

To recognize National Police Week 2016 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Charleston County Sheriff's Office;

WHEREAS, there have been 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries;

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty, including eleven members of the Charleston County Sheriff's Office (Joseph John Matuskovic, William Thomas Cribb, Leon W. Gooding, Hubert Leander Lloyd, Steven Buist Hiott, Jr., William Patrick Messer, John C. Meyers, William Allen Nalley, James Owens, Jr., Joel M. Robertson and Herman G. Stello);

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016;

WHEREAS, the Candlelight Vigil is part of the National Police Week, which takes place this year on May 15-21;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that I, Bill Woolsey, Mayor of the Town of James Island formally designates May 15-21, 2016, as Police Week in the Town of James island, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Done this 16th day of June, 2016

Bill Woolsey, Mayor

ATTEST

Frances Simmons, Town Clerk

Town of James Island

% FY Complete 92%

Monthly Budget Report

Fiscal Year 2015 / 2016

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
GENERAL FUND REVENUE														
Franchise Fees	165,901	-	-	6,607	66,282	-	6,860	66,872	-	7,077	59,318	-	378,918	420,000
Brokers & Insurance Tax	-	-	25	-	-	48	-	-	-	3,393	10,836	-	14,302	375,000
Local Option Sales Tax (rev)	-	32,331	-	29,241	27,382	32,235	27,443	27,917	61,103	-	29,968	-	267,620	327,080
State Aid to Subdivisions	-	-	-	-	73,112	-	-	58,497	-	-	58,497	-	190,105	256,060
Business Licenses	-	4,636	-	-	-	10,790	3,342	84,932	83,789	37,170	2,888	-	227,547	190,000
Telecommunications	-	-	-	-	-	25	-	-	42,874	-	-	-	42,899	27,500
Liquor Licenses	-	-	-	2,000	-	-	-	-	-	9,150	-	-	11,150	16,500
Building Permit Fees	-	503	440	1,063	425	1,350	617	856	715	1,464	-	-	7,433	10,000
Accommodations Tax	-	-	-	-	-	-	-	420	-	-	750	-	1,170	-
Planning & Zoning Fees	800	1,201	975	1,325	625	1,300	1,070	475	1,100	675	1,277	-	10,823	10,000
Local Assessment Fees	-	-	-	-	26	-	-	351	-	-	342	-	718	-
Contributions/Donations-Park	-	-	-	-	-	-	-	-	-	-	500	-	500	-
Miscellaneous	-	-	-	-	-	-	-	400	200	200	200	-	1,000	1,000
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-	225
Transfer Funds Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	483,582
		38,671	1,440	40,237	167,853	45,748	39,332	240,720	189,781	59,128	164,576	Total	1,154,187	2,116,947
												% of Budget		55%

ADMINISTRATION														
Salaries	15,867	15,875	15,749	24,021	16,507	19,667	16,367	16,418	25,074	16,635	16,718	-	198,898	205,200
Fringe Benefits	5,336	5,471	5,044	7,560	5,129	5,349	5,875	5,855	8,595	5,437	6,096	-	65,748	74,000
Copier	351	334	360	374	364	354	319	322	67	622	350	-	3,818	5,300
Supplies	976	223	359	852	301	959	280	383	712	386	1,900	-	7,330	13,000
Postage	223	355	(55)	257	-	300	465	41	-	669	1,979	-	4,234	6,700
IT	2,346	2,741	1,693	4,778	3,779	2,469	2,673	3,081	3,058	3,242	2,580	-	32,439	35,000
MASC Membership	-	-	-	-	5,341	-	-	-	-	-	-	-	5,341	5,500
Insurance	-	11,023	-	166	6,860	-	-	-	3,294	-	-	-	21,342	19,200
Legal Services	2,225	-	5,364	-	7,865	-	6,484	900	-	810	1,375	-	25,022	60,000
Town Codification	-	-	5,168	739	-	-	555	-	-	450	-	-	6,911	1,500
Advertising	128	-	606	460	467	228	298	384	263	652	365	-	3,851	5,000
Audit	-	-	-	-	-	12,500	-	-	-	-	-	-	12,500	12,000
Elections	-	-	-	-	-	-	-	-	-	-	-	-	-	500
Mileage Reimbursement	-	56	302	29	60	27	28	26	26	26	28	-	608	800
Bonding	-	-	70	-	-	-	700	-	350	-	-	-	1,120	1,750
Employee Training / Screening	-	-	-	-	-	-	-	-	-	-	-	-	-	850
Dues and Subscriptions	35	-	110	174	-	-	225	-	525	75	-	-	1,144	1,060
Training & Travel	378	-	22	-	-	20	-	-	65	-	-	-	485	2,460
Mobile Devices	35	35	402	(36)	70	70	70	71	52	158	(38)	-	892	660
Children's Commission	-	-	-	190	146	-	-	-	-	-	-	-	337	1,000
Business Development Council	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
History Commission	-	-	-	-	-	-	250	-	-	-	-	-	250	1,000
Employee Appreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	500
Bank Charges	61	60	133	52	42	130	76	73	74	49	49	-	799	500
		36,174	35,325	39,616	46,932	42,073	34,664	27,554	42,155	29,212	31,404	Total	393,068	454,480
												% of Budget		86%

Town of James Island

% FY Complete 92%

Monthly Budget Report

Fiscal Year 2015 / 2016

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
ELECTED OFFICIALS														
Salaries	3,769	3,769	3,769	5,654	3,769	3,769	3,769	3,769	5,654	3,769	3,769	-	45,230	50,000
Fringe Benefits	2,129	2,129	2,129	3,198	2,138	2,095	2,185	2,185	3,270	2,180	2,180	-	25,819	17,000
Mayor Expense	551	-	-	200	-	-	-	-	-	15	-	-	766	2,000
Council Expense	-	35	-	129	-	-	105	11	-	35	-	-	315	4,000
Mobile Devices	114	114	114	114	114	114	114	114	114	-	292	-	1,318	1,410
		6,047	6,012	9,295	6,022	5,978	6,173	6,079	9,038	5,999	6,241	Total	73,448	74,410
												% of Budget		99%
GENERAL OPERATIONS														
Salaries	15,698	14,942	14,774	22,161	14,774	16,399	14,774	14,774	22,698	15,311	15,311	-	181,619	216,200
Fringe Benefits	5,271	5,021	5,156	7,714	5,142	5,308	5,856	5,856	8,858	5,580	5,354	-	65,117	73,500
		19,964	19,931	29,875	19,917	21,707	20,631	20,631	31,556	20,891	20,665	Total	246,735	289,700
												% of Budget		85%
PLANNING														
Supplies	-	-	42	-	-	25	290	-	-	-	-	-	357	500
Advertising	128	225	128	-	64	-	-	-	64	64	-	-	673	2,000
Mileage Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	200
Dues and Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-	325
Training & Travel	85	-	220	-	-	-	-	-	-	-	-	-	305	1,000
Mobile Devices	35	35	35	(28)	35	35	35	35	26	35	47	-	327	660
Uniform / PPE	-	-	-	-	186	-	-	-	-	-	-	-	186	250
Planning Commission	-	250	200	258	450	200	-	250	-	-	250	-	1,858	4,000
Board of Zoning Appeals	-	-	200	176	200	316	-	-	-	-	-	-	892	4,000
		510	825	406	935	576	325	285	90	99	297	Total	4,598	12,935
												% of Budget		36%

Town of James Island

% FY Complete 92%

Monthly Budget Report

Fiscal Year 2015 / 2016

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
BUILDING INSPECTION														
Mileage Reimbursement	-	-	16	45	-	-	-	-	-	-	-	-	61	200
Mobile Devices	35	35	35	(28)	35	35	35	36	26	35	35	-	316	660
Supplies	-	-	210	-	-	-	-	8	-	28	-	-	246	1,000
Equipment / Software	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500
Uniform / PPE	-	-	-	-	-	-	-	-	-	-	-	-	-	250
Dues & Subscriptions	50	-	-	-	-	-	-	-	-	-	-	-	50	800
Travel & Training	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
		35	261	17	35	35	35	43	26	63	35	Total	672	5,410
												% of Budget		12%

PUBLIC WORKS														
Mileage Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	300
Training & Travel	-	-	-	189	-	-	-	-	-	-	275	-	464	1,000
Projects	2,135	3,218	7,955	271	8,112	323,675	74,087	-	-	-	20,071	-	439,523	725,500
Engineering Services	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000
Permits	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
Mobile Devices	54	54	54	-	54	54	54	54	54	54	54	-	538	660
Traffic Control Devices	-	-	-	-	-	-	146	-	3,267	-	11,500	-	14,913	30,000
Uniform / PPE	-	-	-	-	143	-	-	-	-	-	-	-	143	500
Supplies	-	-	156	15	-	-	61	-	201	23	20	-	476	2,000
Emergency Management	-	4,714	-	1,189	796	51	-	-	3,071	-	41	-	9,861	12,000
Groundskeeping	-	180	820	-	3,680	10,590	90	90	974	3,199	1,069	-	20,692	30,000
		8,165	8,985	1,664	12,784	334,370	74,438	144	7,566	3,276	33,030	Total	486,610	827,960
												% of Budget		59%

CODES & SAFETY														
Mobile Devices	54	54	54	-	-	-	-	-	-	-	-	-	161	660
Mileage Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	300
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
Radio Contract	-	342	-	-	342	-	-	342	-	-	342	-	1,368	2,740
Training	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
Supplies	-	-	-	-	-	-	-	-	40	515	2	-	558	500
Uniform / PPE	-	-	-	-	183	-	-	-	-	-	-	-	183	250
Sheriff's Office Contract	17,648	13,275	16,438	10,592	11,155	14,170	9,178	35,105	15,466	8,165	10,470	-	161,661	165,000
Unsafe Buildings Demolition	-	9,622	325	-	-	-	-	-	-	-	-	-	9,947	7,000
Overgrown Lot Clearing	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200
Crime Watch Materials	-	-	-	-	-	-	-	1,892	-	-	-	-	1,892	500
Neighborhood Council	399	589	-	-	-	-	-	-	-	-	-	-	988	1,500
Teen CERT Program	-	-	-	-	-	-	-	-	-	-	-	-	-	500
		23,882	16,816	10,592	11,680	14,170	9,178	37,339	15,506	8,680	10,814	Total	176,757	182,150
												% of Budget		97%

Town of James Island

% FY Complete 92%

Monthly Budget Report

Fiscal Year 2015 / 2016

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
PARKS & RECREATION														
Recreation	400	345	-	54	325	-	500	3,749	-	1,759	-	7,132	5,000	
Pinckney Park	-	(3,150)	750	1,250	43	-	5,290	3,664	11,302	-	30,665	-	49,814	85,000
Special Events	146	-	-	-	526	2,087	-	100	47	293	388	-	3,589	12,000
Youth Sports Program	-	-	-	3,925	-	-	-	2,000	-	-	3,450	-	9,375	14,000
		(2,805)	750	5,175	623	2,412	5,290	6,264	15,098	293	36,263	Total	69,910	116,000
												% of Budget		60%
FACILITIES & EQUIPMENT														
Utilities	1,486	1,325	1,372	1,228	961	4,165	1,049	1,031	1,068	1,037	1,053	-	15,775	21,600
Rent	6,178	6,178	6,461	6,460	6,531	6,531	6,531	6,577	6,556	6,570	6,556	-	71,128	77,700
Security Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000
Janitorial	440	477	440	477	465	477	465	477	1,367	440	477	-	6,004	6,620
Equipment / Furniture	-	336	-	-	-	27	-	-	-	71	116	-	551	3,000
Building Maintenance	65	-	276	220	1,005	32	-	181	225	75	65	-	2,145	12,000
Vehicle Purchase	-	-	-	27,118	-	-	-	-	-	-	-	-	27,118	25,000
Vehicle Maintenance Expense	65	77	51	163	67	133	91	56	214	57	185	-	1,161	5,000
Generator Maintenance	-	-	195	-	-	-	-	-	-	-	-	-	195	750
Street Lights	10,437	10,438	10,437	10,437	10,437	10,435	10,437	10,437	10,437	10,437	10,433	-	114,799	120,000
Town Hall	400	-	1,750	-	4,330	3,921	-	190	4,005	9,100	135,500	-	159,195	200,000
Lease Purchase	-	-	-	-	-	-	-	-	-	-	-	-	-	840,000
	19,071	18,832	20,982	46,103	23,795	25,721	18,573	18,949	23,872	27,787	154,385	Total	398,070	1,314,670
												% of Budget		30%
COMMUNITY SERVICES														
Repair Care Program	-	-	-	-	-	4,036	-	2,555	4,654	3,700	-	-	14,945	30,000
Community Service Contributions	-	-	-	-	15,500	1,760	-	500	-	-	-	-	17,760	20,000
					15,500	5,796		3,055	4,654	3,700		Total	32,705	50,000
												% of Budget		65%

Town of James Island

% FY Complete 92%

Monthly Budget Report

Fiscal Year 2015 / 2016

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
LOCAL OPTION SALES TAX ROLLBACK FUND														
LOST Rollback	-	86,720	-	72,336	67,508	79,138	69,979	72,354	154,236	-	75,820	-	678,091	841,060
LOST Rollback - Interest Income	96	98	-	57	-	293	215	201	215	491	-	-	1,665	475
Transfer In from Property Tax Credit Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	198,465
Total													679,757	1,040,000
TREE MITIGATION FUND														
Tree Mitigation revenue	1,480	1,968	1,968	488	2,456	-	-	1,100	-	-	-	-	16,346	8,732
Tree Mitigation expense	-	-	-	-	(150)	(375)	-	(85)	(1,340)	(200)	-	-	(2,140)	(8,732)
Total	1,480	1,968	1,968	488	2,306	(375)	-	1,015	(1,340)	(200)	-	Total	14,197	-
ART AUCTION														
Art Auction donations	-	-	-	-	11	-	100	215	300	1,600	-	-	2,226	-
Art Auction revenue	-	-	-	-	-	-	-	1,382	1,515	-	-	-	2,897	-
					11		100	1,597	1,815	1,600			5,123	
Art Auction expense	-	-	-	-	-	-	(82)	-	(24)	(4,891)	(60)	-	(5,103)	300
Total	-	-	-	-	11	-	18	1,597	1,791	(3,291)	-	Total	(30)	300
JAMES ISLAND PRIDE														
James Island Pride donations	10	5	20	-	-	-	-	-	10	17	10	-	247	-
Helping Hands donations	-	-	-	-	-	-	-	-	-	-	-	-	426	-
Grant-JIP							1,050						1,050	
Total												Total	1,723	-
James Island Pride expense	(252)	(75)	(58)	(70)	(76)	(50)	-	-	(50)	(175)	-	-	(806)	2,200
Helping Hands expense	-	-	(250)	(46)	-	-	-	-	-	-	-	-	(296)	-
Grant-JIP-Expense									(797)	(270)			(1,067)	
Total												Total	(443)	2,200

ADMINISTRATOR'S REPORT

May-16

ADMIN NOTES

- a. Job opening currently being advertised for a new building inspector
- b. Town Hall was painted through a wonderful partnership with the Housing Authority and Sherwin Williams who hosted a Master Painting program here
- c. SCDOR will begin collecting Accommodations tax statewide on AirBnBs and will be remitted locally - will have to meet our regulations on Bed & Breakfasts
- d. Liollo has preliminary layout options for Town Hall site plan which will be presented to Council soon followed by a Public Workshop. Also geotech analysis of existing soil conditions are underway and tree maint. plan
- e. Mtg with stakeholders on vision of Ft. Johnson Park including DNR, CofC, MUSC, & CCPRC

TOTAL Business Licenses 25
*

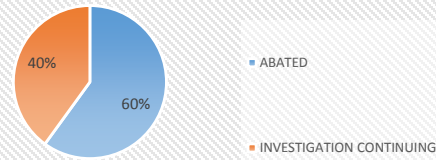
Code Enforcement Case Thru MAY

TOTAL CASES	184
ABATED	111
INVESTIGATION CONTINUING	74
RANK VEGETATION / SOLID WASTE	40
NUISANCE PROPERTY	31
TREE CASES	21
INOPERABLE VEHICLE	18

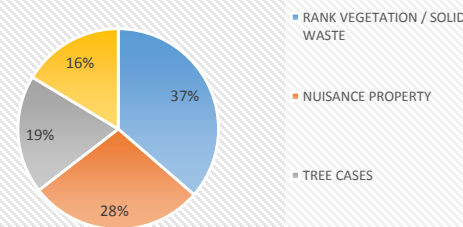
Building Permits

BUILDING PERMITS ISSUED 142

Code Enforcement - Case Status



Code Enforcement - Case Type



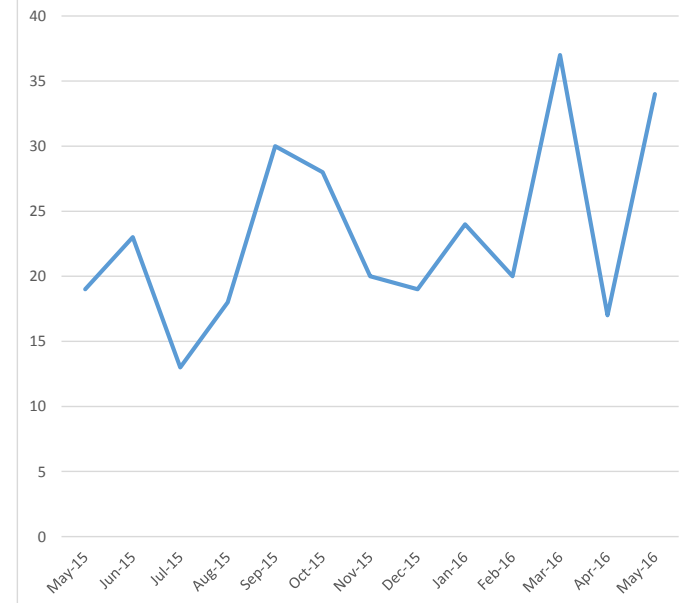
PERMIT TYPE

PERMIT TYPE	May-16
ACCESSORY STRUCTURE	-
CLEARING & GRUBBING	-
DEMOLITION PERMIT	-
EXEMPT PLATS	-
FIREWORK STAND	-
HOME OCCUPATION	5
LSPR	-
NON-EXEMPT PLAT	-
PD AMENDMENT (REZONING)	-
RESIDENTIAL ZONING	10
REZONING	-
SPR	-
SIGN PERMIT	-
SITE PLAN REVIEW	-
SPECIAL EVENT	-
SPECIAL EXCEPTION	-
TEMPORARY ZONING	1
TREE REMOVAL	15
TREE TRIMMING	-
VARIANCE	1
ZONING PERMIT	-
TOTAL	2
	34

PUBLIC WORKS NOTES

- 1) Marvin Harris started as our Engineering Intern. He is a rising senior civil engineering student at Howard University and will be with us for the summer.
 - 2) Conducted a traffic study on Regatta Drive.
 - 3) Had Speed Humps installed on Willow Lake Road.
 - 4) Vegetation cutting at various intersections to maintain sight lines.
 - 5) Meeting with E.M. Seabrook Engineers on Stonepost and Tallwood drainage easement projects
 - 6) Sink holes have begun to develop as the ground water settles back to lower levels. These are being addressed as they are found; mostly around drainage structures.
 - 7) Had a meeting with the residents on the dirt portion of Sterling Road to discuss rocking the roadway in order to cut down on the dust generated by vehicles. Residents brought up drainage concerns and those are being addressed by Charleston County PW engineers.
 - 8) Had meeting to start the James Island Interfaith Disaster Council. We had four churches represented.
 - 9) JI Emergency Planning Committee met and discussed evacuation routes and plans for a tabletop exercise to be held in June 29 from 9 to 1.
 10. MTG TO DISCUSS SIDEWALK CONCEPT AND DRAINAGE ON SEASIDE RD 6/23 @ 6
- Island Sheriff's Patrol
Forthcoming

ZONING PERMITS - 13 MONTH HISTORY



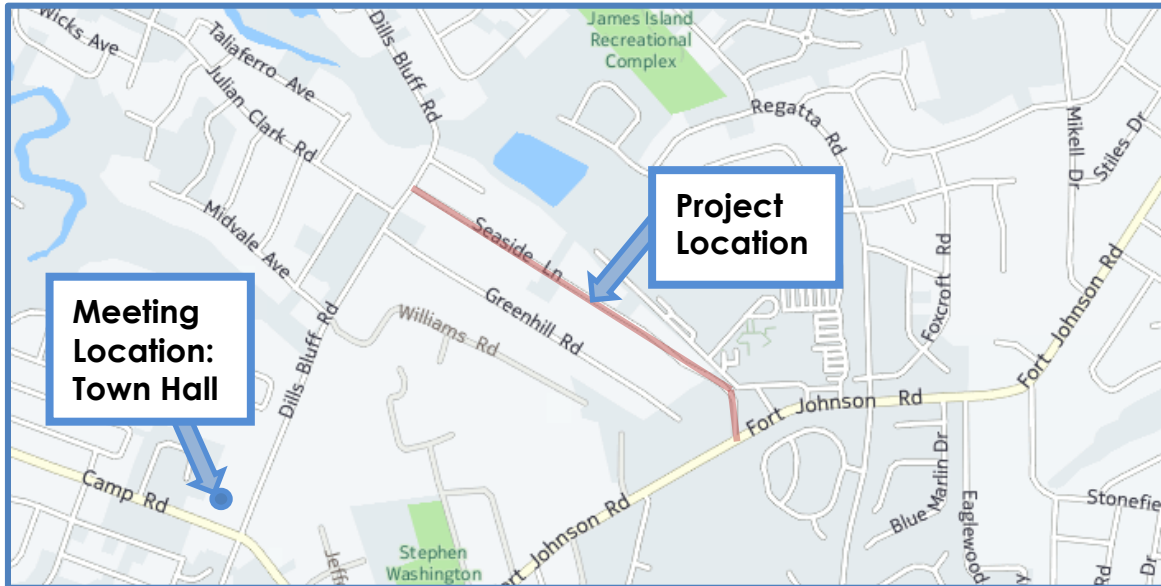
WILLOW LAKE SPEED HUMPS



PUBLIC MEETING INVITATION

SEASIDE LANE SIDEWALK IMPROVEMENTS

The Town of James Island cordially invites interested citizens to attend an informational public meeting. The meeting will include two separate projects: (1) sidewalk improvements planned for Seaside Lane and (2) drainage improvements for Seaside Lane and other areas. You are receiving this flyer because you own property along Seaside Lane. The map below shows the project and meeting location:



PROJECT PURPOSE

Seaside Lane is a relatively heavily used street for both vehicles and pedestrians. It provides convenient vehicular access between Dills Bluff Road and Fort Johnson Road and is located adjacent to James Island High School. However, it lacks adequate pedestrian accommodations. According to the Federal Highway Administration, providing walkways separated from the travel lanes reduces pedestrian fatalities, increases walking trips, and improves motorist operations.

PROPOSED IMPROVEMENTS

The Town of James Island proposes to install sidewalk along the northeast side of Seaside Lane to improve pedestrian safety and accessibility. The sidewalk will run along the entire length of Seaside Lane from Dills Bluff Road to Fort Johnson Road.

The separate drainage project is intended to provide drainage improvements for the Seaside, Greenhill, Williams, and Honey Hill areas.

MEETING INFORMATION

Date: Thursday June 23, 2016
Time: 6:00 PM
Location: James Island Town Hall

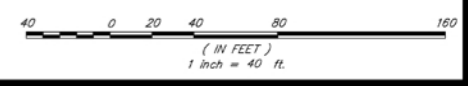
CONTACT INFORMATION

Mr. Mark Johnson
Public Works Director
1238-B Camp Road
James Island, South Carolina 29412
mjohnson@jamesislandsc.us



PINCKNEY PARK MASTER PLAN LEGEND:

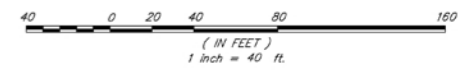
1. PEDESTRIAN/BICYCLE CONNECTION TO EXISTING FORT JOHNSON SIDEWALKS
2. PERVIOUS TRAILS - 4,620 LF (0.875 MILE) TOTAL
3. SPLIT RAIL FENCE WITH ENHANCED LANDSCAPING
4. NEW PERVIOUS ENTRANCE DRIVE
5. NEW PERVIOUS PARKING AREA WITH ADA PARKING
6. CHILDREN'S PLAYGROUND
7. OPEN SPACE
8. PICNIC SHELTER
9. WILDFLOWER/NATURAL MEADOWS
10. PICNIC SHELTER WITH ATTACHED REST ROOM
11. LOW IMPACT CONSERVATION AREA
12. PEDESTRIAN CREEK CROSSING
13. PERIMETER FENCE WITH BUFFER PLANTINGS AS NEEDED
14. "LIVING FENCE" WITH BUFFER PLANTINGS AS NEEDED
15. OUTDOOR CLASSROOM / AMPHITHEATER
16. MULTI-PURPOSE BUILDING



HUSSEY GAY BELL
Established 1958

PINCKNEY PARK MASTER PLAN PHASING:

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5



HUSSEY GAY BELL
Established 1958

PINCKNEY PARK CONCEPTUAL MASTER PLAN
Town of James Island - June 16, 2016

May 31, 2016

Ms. Ashley R. Kellahan
Town Administrator
Town of James Island
1238-B Camp Road
James Island, SC 29412

**Re: Pinckney Park Fee Proposal
Architectural and Engineering Design Phases 1, 2 and 3**

Dear Ms. Kellahan:

Hussey Gay Bell has enjoyed working with the Town during the Master Planning Process and now that the Master Planning is complete and approved by Town Council, we will be moving into the design phase of the project. We are please to submit our fee proposal for Architectural and Engineering Design Fees. Our fees will be for the Design Components for Phase 1, 2 and 3 as presented in the Master Plan. We will also permit all three phases as well, but Construction Services will be only for Phase 1 as identified in the Master Plan. The scope of our work and our fee for each division of work shall be as follows.

I. SURVEYING

The Surveying required for Phases 1, 2 and 3 was provided for the Master Plan. No new Surveying is included in our fee. Additional Surveying may be necessary for the remaining Phases when design and construction of structures within the Critical Area/Marsh is anticipated.

II. DESIGN SUPPORT SERVICES

The following Design Support Services are not included in our fee:

1. Traffic Impact Analysis/Study
2. Site Signage
3. Site Retaining Walls, if required
4. Wetlands/Critical Area Permitting
5. Site Lighting for the trails, parking areas, etc.
6. Design on Entrance Gates
7. NPDES Monitoring Inspections and Reporting

We could provide these services if required for an addition fee upon determining the scope of work that would be necessary.

III. ARCHITECTURAL DESIGN – OPEN AIR PAVILLION WITH TOILET FACILITIES

The scope of our Architectural Design services shall include the following:

- A. Up to 2 Coordination Meetings with the Town Steering Committee.

- B. Preparation of Conceptual Design Drawings and Final Design Drawings.
- C. Preparation of Specifics.
- D. Preparation of Structural Design for Foundations and other Building Components.
- E. Preparation of Mechanical, Electrical and Plumbing Design for the Building.
- F. Structural and Architectural Evaluation of Existing Brick Structure to remain on site.

Our fee for Architectural Design – Open Air Pavilion with Toilet Facilities shall be **\$26,000.00**. Our fee does not include design for any of the additional structures or timber boardwalks that would be built in the future phases of the project. Also, our fee does not include costs for the Construction Observation at this time since this structure will not be contracted until Phase 2. We would provide a Construction Services fee proposal when this work is anticipated to begin.

IV. CIVIL/SITE ENGINEERING DESIGN

The scope of our Cultural Civil/Site Engineering Design services shall be as follows:

- A. Coordinate with the Town to verify final scope of work to be included in Phases 1, 2 and 3.
- B. Prepare Civil/Site Engineering Construction Drawings including: 1) Site Improvement Plan; 2) Site Dimensional Plan; 3) Paving and Grading Plan; 4) Storm Water Management Plan; 5) Select Demolition Plan; 6) Erosion and Sedimentation Control Plan; 7) SWPPP Details; 8) Site Details.
- C. Prepare Technical Specifications.
- D. Prepare Drainage Calculations and Water Quality Calculations.
- E. Coordinate with Charleston Water System and James Island Public Service District for requirements to provide utility service to the pavilion.
- F. Submit plans to utility providers (SCE&G, AT&T, Comcast, etc.) to provide their engineering designs to serve the site.

Our fee for Civil/Site Engineering Design services shall be **\$18,500.00**. Our fee does not include design of any impacts to wetlands or critical area/marsh improvements.

V. LANDSCAPE/HARDSCAPE DESIGN AND IRRIGATION DESIGN SERVICES

The scope of our Landscape/Hardscape Design and Irrigation Design shall be as follows:

- A. Prepare landscape planting plan for the specific areas of the park being developed including the area along Fort Johnson Road, screening planting along side property lines, playground, meadow and open space lawn area.
- B. Prepare design and detail for fences, bench pads, trash receptacles, tables, pervious trails, etc.
- C. Coordinate with Town Steering Committee for selection of specific hardscape items (benches, tables, trash receptacles, etc.).
- D. Prepare Technical Specifications.
- E. Prepare Irrigation Design for new Plantings, meadows and open space.

Our fee for Landscape/Hardscape Design services shall be **\$5,000.00**. Our fee for Irrigation Design services shall be **\$1,800.00**.

VI. PERMITTING

The scope of our Permitting services shall be as follows:

- A. Prepare Application and submit to SCDHEC/OCRM for Notice of Intent to obtain Coastal Zone Certification for NPDES Permit.
- B. Prepare Application and submit to Charleston County for MS-4 Storm Water review for NPDES Permitting.
- C. Submit to Charleston Water System for review and approval for design of water service to the Pavilion/Rest Room Building and Irrigation services.
- D. Submit to James Island Public Service District for review and approval for sanitary sewer service to the Pavilion/Rest Room Building
- E. Prepare Application and submit to SCDOT for Driveway Encroachment Permit.
- F. Prepare Application in the name of Charleston Water System and James Island Public Service District to be able to submit to SCDOT for Utility Encroachment Permits.
- G. Follow up with review agencies to expedite permitting process.
- H. Submit Design Plans to Town of James Island for review and approval for Site Development Drawings and Pavilion/Rest Room Building to obtain Construction and/or Building Permits.
- I. Submit plans to SCE&G, Cable TV, AT&T, etc. for coordination.

Our fee for Permitting services shall be **\$7,500.00**. Our Permitting fee does not include costs for Submittal Fees to review agencies. These costs shall be the responsibility of the Town.

VII. BIDDING SERVICES

The scope of our Bidding services shall be as follows:

- A. Provide Bid Documents (Plans and Specifications) to the Town for distribution to prospective Bidders.
- B. Assist Town with Invitation to Bid.
- C. Coordinate and attend Pre-Bid Conference.
- D. Answer Bidder questions during the Bid Phase.
- E. Coordinate with the Town for the receipt of bids, evaluation of bids and recommendation for the Award of Contract.

Our fee for Bidding services shall be **\$2,900.00**.

VIII. ONSITE TRAIL DELINEATION

The scope of our Onsite Trail Delineation services shall be as follows:

- A. After selection of Contractor, coordinate an on-site visit with the design team, the Town and Contractor to flag the preferred routing of all paths within the site.
- B. Identify limits of other improvements such as playground, meadows and open lawn areas.

Our fee for Onsite Trail Delineation shall be **\$1,500.00**.

IX. CONSTRUCTION PHASE SERVICES – PHASE 1 ONLY

The scope of our Construction Phase services shall be as follows:

- A. Coordinate and attend SWPPP Preconstruction Conference.
- B. Coordinate and attend Preconstruction Conference with CWS and James Island Public Service District for connections to utilities.
- C. Coordinate and attend Preconstruction Conference with SCDOT for driveway and utility connection.
- D. Provide periodic construction observation of the site improvements for parking areas, trails, landscape elements and the playground installation as necessary.
- E. Review and approve shop drawings.
- F. Respond to Contractor's Request for Information (RFI) during Construction Phase.
- G. Review and approve Change Orders, Pay Requests, etc. as necessary.
- H. Coordinate and attend Final Inspection and preparation of Contractor's Punch List to complete the project.
- I. Coordinate with Contractors to provide maintenance manuals for equipment, irrigation controllers, etc. to be turned over to the Town.

Our fee for the Construction Phase services shall be on an hourly basis in accord with the attached Schedule of Hourly Rates. We estimate these services to be in the range of **\$6,500.00 - \$8,000.00**. Our fee does not include full time construction observation. Our estimated fee range for Phase 1 Construction Services is based upon the Town entering into a single Construction Contract with a General Contractor who will subcontract out the work. Construction Observation and Administration of multiple contracts with more than one contractor may require additional costs for these services.

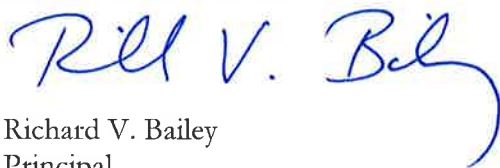
X. REIMBURSABLES

Reimbursable Expenses shall be in accord with the attached Schedule of Reimbursable Expenses. We estimate budgeting **\$1,500.00 - \$2,000.00**.

We look forward to working with the Town of James Island on this important project. This letter, proposal, Schedule of Hourly Rates, Schedule of Reimbursable Rates and General Conditions make up the entire contract for the Architectural and Engineering Design Phases 1, 2 and 3 for Pinckney Park.

If acceptable, please sign in the space provided below and return an original copy to me for my files. We could begin work immediately upon receipt of an executed contract. If you have any questions, please call.

Sincerely,
HUSSEY GAY BELL



Richard V. Bailey
Principal

Proposal Acceptance:

Accepted for *The Town of James Island* by:

HUSSEY GAY BELL

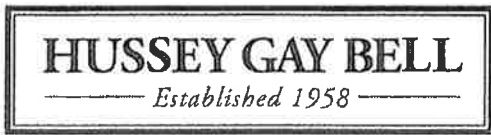
Established 1958

Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers, of SC
Mount Pleasant, SC

SCHEDULE OF HOURLY RATES

Rate Effective
3/1/2016

Principal Engineer	185.00
Professional Engineer (Testimony and Preparation)	315.00
Engineer V / Associate	170.00
Engineer IV	155.00
Engineer III	140.00
Engineer II	135.00
Engineer I	130.00
Assistant Engineer	120.00
Landscape Architect III	125.00
Landscape Architect II	115.00
Landscape Architect I	105.00
Technician III	110.00
Technician II	105.00
Technician I	95.00
Senior Project Representative	100.00
Project Representative	85.00
Senior Administrative	105.00
Administrative	70.00



SCHEDULE OF REIMBURSABLE RATES
March 2016

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
----------	---------

CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.54 per mile

AIRFARE: Actual Cost (Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated May 31, 2016 between THE TOWN OF JAMES ISLAND (Client) and HUSSEY, GAY, BELL & DEYOUNG, INC. (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared

shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including

those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.



10115 Kincey Avenue, Suite 144 - Huntersville, NC 28078
 P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
5/4/2016	PWCQ9752-03

Quote valid for 30 days.

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

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

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

50% Deposit Required.
 See Terms and Conditions

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

Qty	Item #	Description	Unit Price	Ext. Price
*Equipment:				
1	CH-Custom	Custom "Challenger" Series Structure Structure #: 16-1467B Ages: 5-12 year olds *Includes Log Hops	\$29,000.00	\$29,000.00
1	ZZXX0596	Duo Seesaw w/ Backrests	\$2,200.00	\$2,200.00
1	ZZBD0027	Origins Rock Log	\$7,130.00	\$7,130.00
1	ZZXX0199	Unity Hoopla Swing *Ages: 2-12 year olds	\$5,225.00	\$5,225.00
1	ZZXX0295	8' Single Post Swing Frame	\$945.00	\$945.00
1	ZZXX0296	8' Single Post Swing Add-A-Bay Frame	\$680.00	\$680.00
2	ZZXX0260	Belt Seat w/ Silver Shield Chain	\$85.00	\$170.00
2	ZZXX0265	Infant Seat w/ Silver Shield Chain	\$150.00	\$300.00
SubTotal				\$45,650.00

***Surfacing & Installation:**

Qty	Item #	Description	Unit Price	Ext. Price
65	APS-Border12*	12" Playground Border with Spike	\$25.00	\$1,625.00
1	APS-ADAHalfRamp	ADA Half Ramp System	\$450.00	\$450.00
150	EWf-Other	Engineered Wood Fiber *IPEMA certified	\$24.50	\$3,675.00
1	Install-Turnkey	Turnkey Installation Of Quoted Items *Includes rental of #636 forklift (Sunbelt) +to lift & place Rock Log **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal.	\$13,000.00	\$13,000.00

***Does not include:**
+Grading, excavation or site preparation
+Drainage system
+Fencing around playgrounds
+Costs for Permits or Business License
+Temporary fencing or equipment storage

SubTotal	\$64,400.00
Tax Rate	8.50 %
Sales Tax	\$4,825.88
Shipping	\$5,375.00
Total	\$74,600.88

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

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

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

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated.

Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

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

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.)

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

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Preferred in the enforcement of its rights hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:
Playworld Preferred
Attn: Signed Quote
10115 Kincey Avenue, Suite
144
Huntersville, NC 28078



Terms, Conditions and Warranty Certificate

CONTROLLING TERMS: An order or acceptance of products by customer constitutes acceptance of these Terms and Conditions in their entirety, without regard to any terms and conditions contained in any document of customer, even if they are additional to and not in conflict with these Terms and Conditions.

PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, installation expenses and other charges. Any such taxes, fees and charges will, at Playworld Systems, Inc. option, be added to the price, paid directly by the customer or reimbursed by customer if paid by Playworld Systems, Inc..

TERMS OF PAYMENT: Unless credit is specifically granted in writing by Playworld Systems, Inc., payment in full is due upon delivery. All payments for products released and shipped on approved credit accounts shall be due in full and in legal tender of the United States (unless otherwise indicated by Playworld Systems, Inc. on the invoice) thirty (30) days from the date of invoice thereof. If Customer fails to perform the terms of payment of any invoice or if the financial condition of Customer shall become impaired or unsatisfactory to Playworld Systems, Inc., Playworld Systems, Inc., in its sole discretion, reserves the right to change the terms of payment, require payment in advance or security or a guaranty satisfactory to it and/ or defer or discontinue further shipments without prejudice to any other lawful remedy available to Playworld Systems, Inc.. Playworld Systems, Inc. also reserves the right in the case of any of the foregoing events to cancel all of Customer's orders, in which event Customer shall fully compensate Playworld Systems, Inc. for any commitments, obligations, expenditures, expenses and costs that may have incurred in connection with the orders (e.g., conversion charges, restocking charges). A delinquency charge of 1-1/2% interest per month overdue will be charged on past due accounts but in no event will the delinquency charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Systems, Inc. in the enforcement of its rights hereunder.

SET OFF: Playworld Systems, Inc. shall have the right at any time and without notice, to set off any liability or obligation of Customer to Playworld Systems, Inc. against

any liability or obligation of Playworld Systems, Inc. to Customer.

FREIGHT CHARGES: Determined and collected by carrier.

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

DELIVERY: Delivery and shipment dates are estimates only, and does not guarantee delivery or shipment on or by such dates.

INSTALLATION: Installation is not included in the purchase price of Playworld Systems, Inc.'s products, unless expressly noted on the invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH OUR INSTALLATION INSTRUCTIONS.

INSPECTION: All products must be inspected upon receipt and claims must immediately be filed with the transportation company and Playworld Systems, Inc. when there is evidence of shipping damage, either concealed or external.

EXPORT: Customer is responsible for compliance with applicable export laws and obtaining the appropriate export licenses when reselling the products.

Limited Warranty

Playworld Systems, Inc. warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the Playworld Systems, Inc. invoice and terminate at the end of the period stated below.

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by Playworld Systems, Inc. using approved parts; maintained and inspected in accordance with Playworld Systems, Inc. instructions; subjected to normal use for the purpose for

Terms, Conditions and Warranty Certificate *continued*

which the goods were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than Playworld Systems, Inc. or its designees in any respect which, in the sole judgment of Playworld Systems, Inc., affects the condition or operation of the structures This warranty does not cover: 1) Cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling of Eco-Armor® polyethylene coating; 2) Damage due to normal wear and tear; 3) Damage due to “Acts of God”, such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to “Environmental Factors”, such as wind-blown sand, salt water, salt spray, or airborne emissions from industrial sources.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF Playworld Systems, Inc. FURTHER, NO REPRESENTATION,

WHETHER ORAL OR WRITTEN, OF ANY Playworld Systems, Inc. REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

EXCLUSIVE REMEDY: To make a valid claim under the terms of this Warranty, the Customer’s written statement of claim (including a specific description of the defect), along with a copy of the original invoice, maintenance records, and supporting photographs, must be received by Playworld Systems, Inc. on or before the end of the applicable warranty period at the following address:

**1000 Buffalo Road,
Lewisburg, PA 17837-9795 USA**

Should any breach of this warranty occur within the applicable warranty period, Playworld Systems, Inc. shall, upon proper notification in writing of the defect, correct such defect, either by repairing any defective part or parts or by making available a replacement part, at Playworld Systems, Inc. option, within 60 days of receipt of such

written notification. Playworld Systems, Inc. shall deliver repaired or replacement part or parts provided under the terms of its Limited Warranty to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts provided free of charge under the terms of Playworld Systems, Inc. Limited Warranty shall be guaranteed for the balance of the original part’s applicable warranty period but not thereafter.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, Playworld Systems, Inc. SHALL IN NO EVENT BE LIABLE IN CONNECTION WITH A PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER’S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. **FORCE MAJEURE:** Playworld Systems, Inc. shall not be liable in any way because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

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

GOVERNING LAW: All matters relating to the sale of products or services shall be governed by the law of the Commonwealth of Pennsylvania U.S.A., notwithstanding any conflict of laws principles.

DISPUTES: Customer irrevocably consents to the exclusive jurisdiction and venue of the courts of Pennsylvania, U.S.A. in the United States District Court for the Middle or Eastern District of Pennsylvania in all matters arising out of or

Terms, Conditions and Warranty Certificate *continued*

relating to the sale of products and/or services hereunder.

DESIGN: Playworld Systems, Inc. continually improves the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

Limited Warranty Time Periods

LIFETIME on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

25 years on Spring Mates® aluminum castings.

15 Years on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

10 Years on fiberglass signage, RockBlocks® handholds, shade fabric and components, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre-cast concrete products does not cover minor chips, hairline cracks or efflorescence.

5 Years on all PlaySimple® play structures; DropZone Tower™; LiveWire Zip Line™; AeroGlider™; Border Timbers™; swing seats; steel coil and C springs; specialty wood and polycarbonate panels; and site amenities including all benches, tables, litter receptacles and bike racks. All motion/moving play components and parts. All motion/moving play components and parts.

2 Years on NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, flex treads and any other materials not covered above. (*An extended 3-year NEOS parts-only warranty is available for purchase. Contact your local authorized Playworld Dealer or Playworld Systems, Inc. for more details.)

ORDINANCE 2016-05

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, SECTIONS 153.110 AND 153.52

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

WHEREAS, Pet Stores or Grooming Salons and Small Animal Boarding are currently conditional uses within the Community Commercial Zoning District and Small Animal Boarding is a conditional use in agricultural and residential zoning districts; and

WHEREAS, Town Council recommends that the uses of Pet Stores or Grooming Salons and Small Animal Boarding have a method of applying parameters of density, sound control and hours of operation to these establishments; and

WHEREAS, upon first reading of this ordinance, Town Council will then send to the Planning Commission the proposed amendments to the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) for review and recommendation before coming back to Town Council for final action as prescribed in Section 6-29-370 of the Code of Laws of South Carolina; and

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

SECTION I. FINDINGS INCORPORATED

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

this Ordinance.

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

1. The Town of James Island Zoning and Land Development Regulations Ordinance, Section 153.110, is hereby amended as referenced in Exhibit "A" which includes the following amendments:
 - a. Add a special exception requirement in the Community Commercial Zoning District (CC) for Pet Stores or Grooming Salons and Small Animal Boarding.
 - b. Add a special exception requirement in the Agricultural Zoning District (AGR) for Small Animal Boarding.
 - c. Remove the conditional use requirement from the Multi-family Residential Zoning District (RSM) for Small Animal Boarding.
2. The Town of James Island Zoning and Land Development Regulations Ordinance, Section 153.52 Pet Stores or Services is hereby stricken as referenced in Exhibit "B".

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this _____ day of _____, 2016.

TOWN OF JAMES ISLAND COUNCIL

By: _____
Bill Woolsey
Mayor

ATTEST:

By: _____
Frances Simmons
Town Clerk

First Reading: April 21, 2016

Public Hearing: _____

Second Reading: _____

EXHIBIT A

TABLE 153.110	ZONING DISTRICTS											Condition		
	NRM 25	AG 5	AGR	RSL	RSM	MHS	OR	OG	CN	CC	I			
Septic Tank Installation, Cleaning, or Related Services												S	S	
Solid Waste Combustors or Incinerators, including Cogeneration Plants													S	
Solid Waste Disposal Facility													S	\$ 153.171
Waste Collection Services													S	
Waste Transfer Facilities													S	
COMMERCIAL USES														
ACCOMMODATIONS														
Bed and Breakfast Inns	C	C	C	C	S	S	C	C	C	C	C	C	C	\$153.124
Hotels or Motels								S	A	A	A	A		
Rooming or Boarding Houses								S	A	A	A			
RV (Recreational Vehicle) Parks or Campgrounds	S	S	S											\$153.132
ANIMAL SERVICES														
Kennel	A	A	C											\$153.174
Pet Stores or Grooming Salons														\$153.152
Small Animal Boarding (enclosed building)	A	A	S											\$ 153.152
Veterinary Services	A	A	S	S			S	C	C	A	A	A		\$153.152

EXHIBIT B

EXHIBIT B

~~§ 153.152 PET STORES OR SERVICES.~~

~~—(A) In the nonresidential zoning districts, pet stores, grooming salons, small animal boarding, and veterinary services shall have a maximum floor area of 2,000 square feet or less; otherwise these uses shall fall under the special exception procedures of this chapter.~~

~~—(B) In the agricultural and residential zoning districts, pet stores, grooming salons, small animal boarding, and veterinary services shall have a maximum floor area of 1,500 square feet, otherwise these uses shall fall under the special exception procedures of this chapter.~~

~~(Ord. 2012-06, § 6.4.32, passed 10-18-2012; Ord. 2013-02, passed 4-18-2013)~~

ORDINANCE 2016-06

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07, SECTIONS 153.334 TREE PROTECTION AND PRESERVATION

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text amendments of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has forwarded their recommendations to the Town of James Island Council regarding the proposed text amendments of the ZLDR as set forth in Section 153.334 Tree Protection and Preservation, as set forth herein; and

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

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

- (1). The proposed amendments correct an error or inconsistency or meet the challenge of a changing condition;
- (2). The proposed amendments are consistent with the adopted Town of James Island

Comprehensive Plan and goals as stated in Section 153.005; and

- (3). The proposed amendments are to further the public welfare in any other regard specified by Town Council.

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

SECTION I. FINDINGS INCORPORATED

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

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

The Town of James Island Zoning and Land Development Regulations Ordinance is hereby amended to include the text amendments of Sections 153.334, are attached hereto as Exhibit "A" and made a part of this Ordinance by reference.

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 21st day of July, 2016.

TOWN OF JAMES ISLAND COUNCIL

By: _____
Bill Woolsey
Mayor

ATTEST:

By: _____
Frances Simmons
Town Clerk

Public Hearing: June 16, 2016
First Reading: June 16, 2016
Second Reading: July 21, 2016

Exhibit "A"

153.334 TREE PROTECTION AND PRESERVATION.

(b) Exemptions.

1. Single-family detached residential lots of record shall be exempt from all provisions in this section except for the grand tree documentation, protection, and replacement provisions. This exemption does not include protected trees in major subdivisions or applications for major and minor subdivisions for which landscape buffers may be required per §153.335(D).

4. This section shall not restrict public utilities and electric suppliers from maintaining safe clearance around existing utility lines and existing easements in accordance with applicable state laws. Siting and construction of future and existing gas, telephone, communications, electrical line, or other easements shall not be exempt from the any provisions of this section.

(C) Tree plans and surveys.

(3) Commercial, industrial, multi-family and major subdivisions. All tree surveys must show the location, number, size, and species of all trees eight inches or greater DBH (diameter breast height), including those scheduled to be removed. When there are no trees eight inches or greater DBH, documentation of this fact shall be provided from a registered surveyor, engineer, or landscape architect.

(5) Quantity and location of trees to be protected.

(a) Before the issuance of a zoning permit for commercial, industrial, multi-family, civic/institutional uses and major subdivisions, the following number of trees with a diameter breast height of eight inches or greater shall be preserved and protected in accordance with the provisions of division (D)(2) above. All trees located within required buffers as outlined in § 153.335.

(E) Tree removal.

(1) Generally. Permits for tree removal may be approved where one or more of the following conditions are deemed to exist by the Zoning Administrator:

(d) Removal of required grand trees has been approved by the Board of Zoning Appeals and/or

(e) The location and configuration of protected trees required by this section create an unreasonable burden on the use of the parcel and protected trees removed will be replaced and/or mitigated according to a schedule determined by the Zoning Administrator.

(2) Variances. Grand trees ~~and protected trees~~ that do not meet the above criteria may be removed only where approved by the Board of Zoning Appeals and shall be replaced according to a schedule determined by the ~~Board Zoning Administrator. The Zoning Administrator will make recommendations to the Board concerning the number, species, DBH or caliper, and placement of such trees.~~

(1) Generally. Tree replacement shall be required accompanying development on all non- exempt properties in the manner described below.

(b) The Zoning Administrator ~~or Board of Zoning Appeals~~ is empowered to require trees of larger caliper as determined appropriate for site-specific conditions and the circumstances, lawful or illegal, under which removal occurred.

(2) Protected trees removed in violation. When trees of eight inches DBH or greater have been removed in violation of this chapter, ~~replacement trees shall be planted in the same general area according to a replacement schedule approved by the Zoning Administrator~~ *the trees shall be replaced and/or mitigated according to a replacement schedule approved by the Zoning Administrator.*

(5) Tree Fund. The Tree Fund is a fund established to receive monies exacted from tree removal violations fines to include, but not limited to, removal, damage, destruction, or as defined in division (A)(4) above, and as a form of mitigation when planting of the required trees is determined to be detrimental to the overall health of existing trees or impractical for the intended site design. The Zoning Administrator shall impose a tree mitigation fee based on the current market retail value of two- to three-inch caliper trees installed to the American Association of Nurserymen Standards. If the applicant disagrees with the amount of the tree mitigation fee imposed, he or she may file appeal with the Board of Zoning Appeals in accordance with the provisions contained in this chapter. All tree mitigation fees collected shall be paid to the town and placed in an account established for public beautification through the planting *and maintenance* of trees on James Island.

AN ORDINANCE ESTABLISHING STORMWATER MANAGEMENT UTILITY FEES, PROVIDING FOR THE CLASSIFICATION OF REAL PROPERTY SUBJECT TO SUCH FEES, ESTABLISHING THE AMOUNT OF INTERIM STORMWATER MANAGEMENT UTILITY FEES AND PROVIDING FOR THE USE OF SUCH FEES BY THE STORM WATER MANAGEMENT UTILITY OF THE TOWN OF JAMES ISLAND.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA, IN TOWN COUNCIL ASSEMBLED:

SECTION 1 Findings.

A. By Ordinance 2012-18, Town Council created a Storm water Management Utility (the "Utility") and provided that fees may be adopted to assist in the establishment and administration of the Utility.

B. In the adoption of such Ordinance, Town Council made certain findings and declarations which findings and declarations are hereby reaffirmed and made a part hereof as fully and completely as if set forth herein verbatim.

C. Town Council is aware of the practical difficulty of determining precisely the particular need of each parcel of real property for stormwater management, and the special benefits to be derived by the owners and users of such property. A Stormwater Utility Rate Study (Study) has been completed and through this Ordinance, County Council has adopted a permanent fee system and rate structure so as to equally and reasonably address and relate such needs and benefits to the fees assessed.

D. Town Council hereby advises Utility customers of the nature and basis of the fees and classifications set forth herein.

SECTION 2. That the following Title 3, Chapter 3, Storm water Regulations, Article B. Storm water Management Utility Fee, is hereby adopted:

"Sec. 3-3-21 Storm water Management Utility Fee; Classification of Property

Storm water Management Utility Fees:

- A. For purposes of determining the fee, all real property in the Town is classified as follows:
 - 1. Single Family Residential
 - 2. Vacant
 - 3. Agricultural
 - 4. Commercial

- B. Base Rate: The base rate shall be forty-eight (\$48.00) dollars annually. In no case shall a Utility

customer be billed a fee for less than one half (1/2) the base rate.

C. Equivalent Residential Unit (ERU): The commonly accepted rate unit for stormwater utilities is the Equivalent Residential Unit (ERU). This is a descriptive value based on the land classification type and the amount of impervious surface. The ERU is used to relate a rate charged for a typical residential property and this becomes the common denominator by which Commercial properties are evaluated. The ERU for Charleston County has been determined to be 3,000 square feet.

D. Annual Fees: Annual fees for all property shall be as follows:

1. Single Family Residential Property – Single family residential property shall be charged a fee equal to the Base Rate times one (1) Equivalent Residential Unit (ERU), regardless of the size of the parcel or improvements (impervious area).
2. Agricultural Property – Agricultural property shall be charged a fee equal to the Base Rate times one (1) Equivalent Residential Unit (ERU), regardless of the size of the parcel or improvements (impervious area).
3. Vacant Property – Vacant property shall be charged a fee equal to the Base Rate times one half (1/2) Equivalent Residential Unit (ERU), regardless of the size of the parcel.
4. Commercial Property – Commercial property shall be charged the Base Rate multiplied by the numerical factor obtained by dividing the total impervious area of the property, as determined by the Director of Public Works or an authorized designee, by one (1) ERU (3,000 square feet). The numerical factor will be rounded to the nearest tenth (0.1) of a unit. The minimum fee for any Commercial property shall be the Base Rate times one half (1/2) ERU. Those Commercial properties with impervious area greater than one-half (1/2) ERU (1,500 square feet) and less than one (1) ERU (3,000 square feet) shall be charged the Base Rate times one (1) ERU.

Sec. 3-3-23 Determination of Amount of Storm water Management Utility Fee.

A. Computation of Stormwater Utility Fee for Commercial properties:

1. Determine the Base Rate to assign ERU;
2. Determine the impervious area on the property;
3. Calculate the numerical factor for the property in question by dividing the impervious area by (1) ERU (3,000 square feet); and
4. Calculate the annual Stormwater Management Utility Fee by multiplying the numerical factor by the Base Rate, if the factor is greater than one (1).

B. Example Calculation: Calculation of monthly fee for a 1.50-acre Commercial property with a determined impervious area of 32,500 square feet.

1. 1ERU = 3,000 square feet.
2. Property impervious area = 32,500 square feet

3. ERU's for example property = 32,500 square feet of impervious / 1 ERU of 3,000 square feet = 10.8 ERU's
4. Utility fee = ERU's x Base Rate
 = 10.8 ERU's X Example Base Rate of \$48.00 = \$518.40/ year

The classification of real property and the identification of the utility customer for the purpose of determining fees shall be determined from the records of the Charleston County Tax Assessor's. The utility customer or person charged the fee is based on the classification of the real property as of January 1 of the year of billing and each year subsequently thereafter.

Where the tax records are incomplete or ambiguous, a physical inspection of the real property shall be made to determine the use of the property. Upon development of the County's database and review of the real properties on a case-by-case basis, the classifications from the records of the Charleston County Tax Assessor's do not preclude an adjustment to the data that the County uses to determine the fee.

Sec. 3-3-24 Adjustment of Utility Fee. In cases where the Utility customer disputes the fee based on the actual impervious area of the real property in which he has interest, a notice of objection may be filed with the Zoning Administrator as outlined in the Storm water Management Utility Ordinance, Section 3-3-9, .Written Notice of Objection; provided, however, that Town Council may delegate the Zoning Administrator's responsibilities hereunder to Charleston County or its duly authorized representatives pursuant to an inter- governmental agreement providing for same.

Where an adjustment of the fee is warranted, the Zoning Administrator shall recalculate and re-determine the fee using equivalent ERU's that is based on the total impervious area of the real property at issue.

Where deemed appropriate and at the discretion of the Zoning Administrator, the gross acreage of the real property may be adjusted as a means of recalculating and re- determining the fee. This method is applied in cases where the property is large and the ratio of pervious area to impervious area is low. The Zoning Administrator and the utility customer shall mutually agree on the general area of improvement. In cases where a mutual agreement cannot be reached, the utility customer may file a notice of objection as referenced above.

Sec. 3-3-25 Duration of Fee. The fees established by this Ordinance have been adopted by Town Council. This fee will be reviewed, evaluated, and amended as necessary in order to address stormwater program needs/deficiencies and Small Municipal Separate Storm Sewer System (SMS4) general permit requirements.

Sec. 3-3-26 Billing of Storm water Management Utility Fee: Late Charges. The fee shall not be prorated. No refunds of the fee shall be made except as set forth in this Ordinance. The utility fee shall be billed annually with the bill mailed to each owner of record of real property, based on the classification of property, to the owner of record of the real property, as of January 1 of each year subsequently thereafter.

For non-payment of all or any part of the utility fee, the monetary penalty shall be the same penalty set forth in Section 12-45-180 of the South Carolina Code of Laws. If any fee shall remain sixty (60) days after the due date, the County may issue a lien upon the parcel for the storm water utility fee, penalties and costs of collection and shall proceed to collect in the same manner as prescribed by law for the collection of other fees and taxes.

SECTION 3. That should any part of this Ordinance be held invalid by a Court of competent

jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 4. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 5. That this Ordinance take effect and be in full force immediately.

PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA, ON THE _____ DAY OF _____, 2016.

First Reading: June 16, 2016

Public Hearing:

Second Reading:

Ratification:

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk