



Town of James Island, Regular Town Council Meeting
July 21, 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: Ordinance #2016-07: An Ordinance to Establish Storm Water Management Utility Fees for the Town of James Island

Public Hearing: Ordinance # 2016-08 An Ordinance Amending the Town of James Island Zoning and Land Development Regulations, Section 153.334 Tree Protection and Preservation (A) General, (4) Measurements and Definitions
3. Public Comments
4. Appointments to Planning Commission and BZA
5. Recognition: Board of Zoning Appeals Chair
 - Sim Parrish, Chairman
 - Jim Fralix, Vice Chairman
6. Consent Agenda
 - a. Minutes: June 16, 2016 Regular Town Council Meeting
7. Information Reports
 - a. Finance Report
 - b. Administrator's Report
 - c. Public Works Report
 - d. Island Sheriffs' Patrol Report
8. Requests for Approval
 - Seaside Lane Drainage and Sidewalk Concept Plan
 - Folly Road Pedestrian Improvements, Phase I
 - Lighthouse Blvd. Sidewalk and Drainage, Phase I – Engineering Design Proposal
 - Pinckney Park Asbestos Abatement and Demolition Proposal
9. Committee Reports
 - Land Use Committee
 - Environment and Beautification Committee

- Children's Commission
- Public Safety Committee
- History Commission

10. Resolutions:

- a. Resolution #2016-12: A Resolution by the Town of James Island Opposing the Approval of the Lively
- b. Resolution #2016-13: Island Sheriffs' Patrol Officer of the Second Quarter

11. Ordinances up for Second 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 Utility Fees for the Town of James Island

12. Ordinances up for First Reading:

- a. Ordinance #2016-08: An Ordinance Amending the Town of James Island Zoning and Land Development Regulations, Section 153.334 Tree Protection and Preservation (A) General, (4) Measurements and Definitions

13. New Business:

14. 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.

15. Return to Regular Session

16. 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, June 16, 2016. The following members of Council were present: Mayor Pro-Tem Leonard Blank, Garrett Milliken, Darren "Troy" Milliken, 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.

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

Teri Lynn Herbert, 1726 Brantley Drive, spoke in opposition; information provided attached.

Mary Edna Fraser, 1723 Oak Point Road, spoke in opposition; information provided attached.

John Sperry, 1723 Oak Point Road, said he doesn't speak Latin, but recognize an egret, the marsh, and waterway in the Town's logo so obviously these are important to James Island. He said fecal contamination of the creek has ruined crab, shrimp, oysters, is bad for boaters, swimmers and kayakers. Dogs put out more feces per pound than a cow does, and in urban waterways one-third of fecal material in waterways are from dogs. He said the idea of making it easier, and not restrict where a kennel could be, (where there is an accumulation of dogs), doesn't make sense from an environmental, recreational, or public health standpoint. He is opposed to any change that would decrease restriction; if anything, we need to figure out how to get them from the waterway. Noise is an issue, but to him, health is a bigger issue. As a Pediatrician he cares about that.

Andrew Wunderley, Charleston Waterkeeper, 1630 Meeting Street Road, Charleston Waterkeeper is a local non-profit organization dedicated to protecting and restoring Charleston's local waterways. Mr. Wunderly spoke in opposition and provided communication to Town Council. Information attached.

Ryan Reed, Owner, Wag Factory, was unable to attend this meeting but provided communication in support of the proposed change to eliminate the 2,000 square feet stipulation that requires all such businesses to obtain a Special Exception. Read by Town Clerk and attached.

Public Hearing on Amendments to Protected Tree Requirements, including Adding Requirements for Major Subdivisions:

Mary Beth Berry, 1104 Harbor View Road, spoke in support for the Tree Fund to be used to mitigate trees that are lost. She loves shrubs, but perhaps they can be covered through funds for landscaping She said losing trees are more serious than losing a shrub or planting new shrubs. Looking at James Island, you might think we have tons of trees; but we lose them every day for construction and every one we lose causes some environmental damage. If we replace trees that are lost on our island we will be doing what we can to make sure the life giving oxygen we get from them will be here for years to come. This is something we can do for our children.

Public Comments:

Tom Meteraud, 473 Wade Hampton Drive, expressed concern about speeding in Fort Johnson Estates and for children's safety. He asked the Town to help get the speed limit lowered and post those speed limit signs at both entrances.

Presentation by Charleston County on Proposed Storm Water Utility Increase: Frank Pandullo, Charleston County Storm Water Technical Manager, and Stuart Ruelle, Storm Water Utility Coordinator, gave a presentation on the Storm Water Rate Increase. An overview was given and questions of Council were answered. The Storm Water Fee in Charleston County is \$72.00/a year. Municipalities may participate in the program as long as the fee they charge does not go below \$48.00/year. The Town of James Island is a participant.

Presentation by Hussey, Gay, Bell: Richard Bailey gave an overview of the Master Plan for Pinckney Park and reviewed the five phases. Doug Bostick, SC Battleground Trust, was charged with conducting the historical research of the property. Mr. Bostick said the property is located in an immensely historic area; however, this particular property has nothing of significant historic value on it. Questions from Council were addressed.

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

Motion to approve the Consent Agenda was made by Councilman Stokes, seconded by Councilman Mullinax and passed unanimously.

Information Reports:

- a. Finance Report: Senior Finance Clerk, Merrell Roe, reported \$59,318 in franchise fees were received; Business License, and Planning/Zoning fees met budget; \$20,000 was spent from the Projects Budget for Seaside Lane, (2) driveway aprons, drainage easements on Stone Post and Tall Wood; \$11,500, speed humps; and \$135,500 paid to the Master in Equity for the new Town Hall. Councilman Milliken asked if town businesses are ready for the hospitality taxes in July. Mrs. Kellahan answered they are and the County will be sending letters and coupon booklets on how to remit payments. Payment will begin in August.

Administrator's Report: Mrs. Kellahan shared a new revenue source through the SC Department of Revenue collecting accommodations tax on Airbnb's and remitting them locally. Mrs. Kellahan reported on the Town's preliminary official statement for its bond posting. The bond posted today and is expected to close June 28 of 29. Moody's Credit opinion was provided to Council that showed an initial rating of Aa2 for the Town. The preliminary layout for the new Town Hall was prepared by Liollio and will be presented to Council soon. After that workshop will be held for the public. The Building Inspector position is open and resumes are accepted until June 30. Mayor Woolsey gave a report on Fort Johnson Park. He said the idea came about from the James Intergovernmental meeting where they voted in support by resolution. Stakeholders include: DNR, College of Charleston President McConnell, MUSC, CCPRC, and the Town.

Public Works Report: Mr. Johnson introduced Marvin Harris, summer intern in the Public Works Department. Mr. Harris is a rising senior civil engineering student at Howard University. Seaside Lane community will meet on June 23rd at 6:00 p.m. at the Town Hall for an update on the sidewalk concept and drainage improvements. An initial meeting was held with area churches to form the

James Island Interfaith Disaster Council. The James Island Emergency Planning Committee met and discussed evacuation routes and plans for a tabletop exercise on June 29th.

Island Sheriffs' Patrol Report: Sergeant James gave the crime report. May's statistics: traffic stops: 465; hours worked: 372; tickets written: 43; written warnings: 418; calls for service: 73; field interviews: 26; and arrests: 9.

Requests for Approval:

Pinckney Park Master Plan: Mrs. Kellahan recommended approval of the Master Plan. She said much work and thought have gone into the plan, as well as support and feedback from the community. Councilman Stokes moved to approve, Councilman Milliken seconded. No discussion. Motion passed unanimously.

Pinckney Park Design Fee Proposal, Phases I-III: Mrs. Kellahan quoted a cost of \$72,000 that includes Phases I-III. A large bulk of the design structures for the playground will be done by Rosenblum Coe. Motion to approve was made by Councilman Stokes, and seconded by Councilman Blank. No discussion. Motion passed unanimously.

Playworld Quote for Pinckney Park: Mrs. Kellahan reported a cost of \$74,600.00 for playground equipment which includes \$13,000 for installation. She said the design has been scaled back from what was originally presented; however, the price is still competitive because the firm wants to build a municipal park. Councilman Stokes moved to approve, and Councilman Blank seconded. Councilman Stokes asked if the cost is for the entire playground, (not only the equipment); Mrs. Kellahan said it did not include site costs and some grading may be required. Motion passed unanimously.

Committee Reports

Land Use Committee: Councilman Blank announced that the Wag Factory withdrew their application to the Board of Zoning Appeals.

Environment and Beautification Committee: Councilman Milliken announced that James Island Pride will not meet in July. A trash pickup may be held in August. The next litter pickup is September 10.

Helping Hands: Helping Hands, a division of James Island Pride takes care of yards for people who have lost the ability to do so. Councilman Milliken called forward Mary Beth Berry, Chair of Helping Hands, and Drew Balsa, volunteer and President of Health Occupations Students of America (HOSA). Helping Hands recognized Angelique Wilson, a volunteer of two years for her steadfast and tireless efforts, Ms. Wilson has brought a number of students from HOSA whose help has been invaluable. Ms. Wilson is moving to Florida and was presented the Helping Hands Spirit Award. Drew Balsa accepted for her.

Children's Commission: No report

Public Safety: Councilman Mullinax thanked Alan Laughlin, Mark Johnson, and Mayor Woolsey for their help during the recent Hurricane Expo at Lowes. Ken Godwin, the neighborhood representative for White House Plantation has resigned and a replacement is being sought. Contact Alan Laughlin for interest in serving. Neighborhood Council meeting is June 23rd at 7:00 p.m.

History Commission: Mrs. Kellahan announced that the History Commission submitted the application to the SC Department of Archives and History for a historical marker for Simeon Pinckney. She thanked committee member Inez Brown-Crouch for her invaluable service in researching and assembling the

information for submission. The Dills Bluff Marker has been approved by the SC Department of Archives and History; a dedication ceremony will be held after the marker is installed.

Resolutions: None

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: Motion in favor for second reading was made by Councilman Stokes, Councilman Blank seconded. Mayor Woolsey explained that this ordinance does not allow the Wag Factory to stay at its current location; or to move to any other location; it is not directly related to the Wag Factory. The ordinance requires any animal boarding facility to obtain a Special Exception from the Board of Zoning Appeals (BZA). Currently large boarding facilities over 2,000 sq. ft. already go before the BZA. He said the Wag Factory was proposing to move into a location on Folly Road (near Brantley) that was more than 2,000 sq. ft. and they applied for a special exception; they have withdrawn that request. He said the change in the ordinance, even if a facility is smaller, would still require a special exception. Mayor Woolsey said during the Public Hearing he heard concerns that the ordinance will make it easier for people to open boarding facilities, which is incorrect. He said many of the comments expressed were well taken and would have been very appropriate at next week's BZA meeting but the application has been withdrawn.

Councilman Milliken said he would like to table the approval of the ordinance. He said some comments about waste disposal and the proximity to a waterway may merit consideration by the Planning Commission to modify the Comprehensive Plan to address these concerns which he thinks are very real. He said we have to do more to protect our marshes and waterways; and if there is a way to do it through our Comp Plan we should try to. He said instead of passing the ordinance now; he would like to ask the Planning Commission to revisit this and write better standards to protect our waterways and to address issues about waste disposal. Councilman Blank stated the reason applicants appear before the BZA. He said most of our community commercial business abuts residential properties, and the BZA may place special restrictions on them to protect surrounding neighborhoods. He said to ask the Planning Commission to consider this request is one thing; but the responsibility should not be taken away from the BZA. Councilman Milliken moved to table and Councilman Mullinax seconded. As discussion continued, Mayor Woolsey said there is no reason to table the approval because the change in the ordinance will improve the current situation and it does not prevent the Planning Director from developing restrictions if animal boarding facilities are located close to marshes, noise issues, or water contamination. He said if we want to change our ordinance specifically for these things we could. Councilman Milliken withdrew the motion and recommended that the Planning Commission address the concerns he stated. Mayor Woolsey said the motion received a second and had to be carried through. The motion to table failed. Motion to approve Ordinance #2016-05 passed unanimously.

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: Motion in favor was made by Councilman Blank, Councilman Stokes seconded for discussion.

Councilman Stokes asked to be corrected if needed; he said an issue was raised earlier that the ordinance allows the Tree Fund to be used for plants and shrubs outside of trees, and he also received information relative to this before tonight's meeting. He said he read the ordinance and the Tree Fund doesn't say anything about adding shrubs or bushes; the change only adds "*and maintenance*" but before it read, the planting of trees on James Island. Mayor Woolsey said *and*

maintenance is the recommendation from the Planning Commission. He said the original version presented to the Planning Commission included language that funds could be used for beautification; but that is not in the language before Council for approval. Councilman Milliken spoke that he appreciates major subdivisions are included in tree protection; but he is very concerned about some things that are associated with seeding some of the authority of the BZA to our Planner, and he is unsure that is the right thing to do. He thinks the BZA should decide what is reasonable mitigation. He has not seen the schedule determined by the Zoning Administrator, and is unsure what type of mitigation would be involved in the schedule. He would like to see language that specifies inch-by-inch mitigation for trees that are removed; but he doesn't see it; rather it seems vague and non-specific. He would like to see a draft of the mitigation schedule. This is his primary problem; and the fact that the BZA is being left out of the process is a problem. He said it would probably be better for the BZA to determine where the replacement occurs; in the buffer zones, or elsewhere. He thinks there are several aspects that excludes the BZA that are probably ill advised because they are not specific. He appreciates the addition of planting and maintenance of trees on James Island because it uses some of the tree fund to remove vines from trees and overall tree health. But, he does not like the idea of seeding the authority of the BZA to the Zoning Administrator with an unspecified schedule of replacement. Mayor Woolsey said there has been no change in the ordinance regarding the language about the schedule; so the vagueness of the ordinance regarding the schedule is not a change. He said the BZA, as a quasi-judicial body, should focus on decisions whether or not a grand tree should be removed; decisions where new trees should be planted; whether funds go into the tree fund, or how many trees fits onto a piece of property is more suitable for the technical expertise of our Planning Director. This is why he thinks the change is appropriate. Motion passed 3-2; Councilmembers Milliken and Mullinax voted no.

- b. Ordinance #2016-07: An Ordinance to Establish Storm Water Management Utility Fees for the Town of James Island: Motion in favor was made by Councilman Stokes, Councilman Blank seconded. Mayor Woolsey stated that he and the Town Administrator determined a fee of \$48.00 which is included in the ordinance. Councilman Milliken asked the possibility of paying the residents portion with the Local Option Sales Tax. Mayor Woolsey answered this is dependent on the outcome of the litigation with the Town. Motion passed unanimously.

New Business: None

Executive Session: Not Needed

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:43 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

I'd like to comment on the proposed zoning ordinance on small animal boarding and the variance request for moving the setback line at 765 Folly Road.

I'll do some verbal bullet points:

Folly Road in this area is mostly designated as business. However, this is just a narrow strip – it is adjacent to residential areas, very close behind the current businesses. The creek (James Island Creek or Ellis Creek runs right behind the proposed relocation of the boarding facility), - only 20 feet from the back of the existing building! In October of last year, the Town of James Island Public Works Dept. issued a flooding advisory – this particular property had some erosion on the banks of the creek in this area and the parking lot had standing water. Not a good place for a kennel!

The existing dog boarding facility has had numerous complaints about barking dogs after hours and for probable pollution of the creek with animal feces. Before it moved there, the creek was cleaner, with less bacterial contamination with the exception of when Huff's Seafood was located in it's original location. When Huff's was at 765 Folly, the creek was often covered with a slimy brown bacterial bloom, and smelled fishy. When Huff's moved next door, further from the creek, the water quality improved.

State DHEC does not have any regulations on the location of boarding facilities, however, they are involved in keeping our waters clean and safe. DHEC has no regulations for additional septic systems if there is existing sewer provided by the infrastructure. BUT, Both the state and Charleston County Stormwater Divisions set best-practice guidelines to try and prevent storm run-off and pollution of our creeks. They outline screening, buffers, retention ponds, etc to minimize pollution.

The request to build out even closer to the creek doesn't allow for any of these prescribed buffers. 14 feet isn't much! And during King Tides, heavy rains, this property has had standing water problems.

In summary, there are many substantial reasons NOT to amend the zoning ordinance nor allow set back variance, or even allow such a facility to be located in areas so close to residential neighborhoods. There are a couple of locations further down Folly Road zoned industrial, and some properties on River Road, Johns Island that would be much more appropriate and healthier for our creek, the dogs as well as the neighbors..

I want to be able to fish and crab off my dock again and not worry about getting sick from the bacterial contamination.

Teri Lynn Herbert
1726 Brantley Dr.
James Island, SC 29412-3503

Frances Simmons

From: Mary Edna Fraser <info@maryedna.com>
Sent: Thursday, June 16, 2016 10:22 AM
To: Leonard Blank; Garrett Milliken; Darren Troy Mullinax; Josh Stokes; Kristen Crane; Ashley Kellahan; Frances Simmons
Cc: Cheryl Carmack; Andrew Wunderley; Katie Zimmerman
Subject: Item #2, Public Hearing on Proposed Changes to Town of James Island Zoning and Land Development Regulations Ordinance, including amendments regarding Small Animal Boarding, Pet Stores and Grooming Salons

June 16, 2016

Town of James Island Council
1238B Camp Road
James Island, SC 29412

RE: Item #2, Public Hearing on Proposed Changes to Town of James Island Zoning and Land Development Regulations Ordinance, including amendments regarding Small Animal Boarding, Pet Stores and Grooming Salons

Dear Members of James Island Town Council:

I reported to James Hackett the code enforcement officer for James Island on June 23, 2015 a 3' x 2' floating pile of dog poo coming from the Wag Factory channel of the creek. This often happens across from the Wag Factory since they located here. Cheryl Carmack, Staff Scientist joined Charleston Waterkeeper in 2012 and monitors water quality from our dock After almost every rain and often with no rain James Island Creek is unswimable. DHEC has also been called.

Since the Wag Factory moved to our creek levels have ramped up high for the fecal bacteria for testing from our dock. The Wag Factory is supposed to bag the dog poo but they may have employees that do not do this smelly job. Also runoff is constant. Bo Wilson was the town lawyer at the time and we have a large group of folks concerned about this as well as the crying of the barking dogs at all hours.

Jim Palmer was reticent at first on this matter as the code enforcement officer but when he went he saw and heard what we are experiencing he even apologized for not realizing how bad it is for all who live near The Wag Factory.

Please heed the citizens who own residential property on James Island Creek (also known as Ellis Creek) in our plea to keep the maximum square footage limitations in place as this leaching of pet waste into our waterway is rampant presently. A facility like the Wag Factory should never be on a creek in a residential area.

Katie Zimmerman's thoughtful letter echoes our problem as program director of the Air, Water, and Public Health for the Coastal Conservation League.

Sincerely,
Mary Edna Fraser

CHARLESTON
WATERKEEPER®

Andrew J. Wunderley, Esq.

*Protecting the public's right to
swimmable, drinkable, fishable water.*

Charleston Waterkeeper
1630 Meeting Street Road, Suite 205
Charleston, South Carolina 29405
Phone: (843) 906-7073
Email: andrew@charlestonwaterkeeper.org

June 16, 2016

Town of James Island
Town Council
1238-B Camp Road
James Island, South Carolina 29412

Re: Proposed Ordinance 2016-05 amending ZLDR sections 153.110 and 153.152

Dear Town Council Members,

Charleston Waterkeeper is a local nonprofit organization dedicated to protecting and restoring Charleston's local waterways for fishing and swimming. As your Waterkeeper, my job is to speak for all of our local waterways — including James Island Creek — and stand up for our right to safely fish and swim without fear of pollution. Thank you for the opportunity to offer these comments and suggestions regarding proposed Ordinance 2016-05 amending the Town of James Island's Zoning and Land Development Regulations Ordinance (ZLDR).

Charleston Waterkeeper operates a DHEC approved and certified water quality testing program. The program is designed to measure levels of bacteria in local tidal creeks and rivers to determine whether they are safe for swimming. We regularly test 15 sites including two in James Island Creek: one near the Harbor View Road bridge and another near the Folly Road bridge.

In more than 3 years of testing, we have collected and analyzed over 140 samples from James Island Creek. That testing reveals that James Island Creek fails to meet its state water quality standard for safe swimming due to high bacteria levels. In fact, DHEC recently listed the creek as a top priority for TMDL regulation in its biennial report of South Carolina's impaired waterways.

Bacteria enters our local waterways from a variety of sources including wild and domestic animal waste, sanitary sewer overflows, malfunctioning sewage treatment plants, vessel

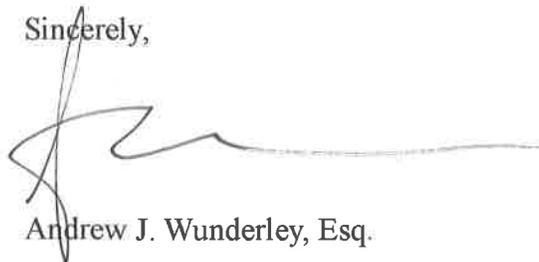
discharges, and failing septic tanks. Stormwater runoff from riparian land uses like small animal boarding facilities is also a potential source of bacteria contamination for nearby tidal creeks and salt marsh. Charleston Waterkeeper believes such land uses are most appropriate situated away from riparian zones with a direct connection to our tidal creeks and salt marsh.

If the Town determines small animal boarding facilities are an appropriate Conditional Use or Special Exception adjacent to James Island Creek, their potential impact can be mitigated through best management practices designed to limit both the exposure of animal waste to stormwater and the amount of stormwater discharged from the facility site. Accordingly, Charleston Waterkeeper suggests the Town consider the following:

1. Require small animal boarding facilities to develop an enforceable waste management plan and/or stormwater plan that eliminates the exposure of animal waste to stormwater. The plan should, at a minimum, detail the waste disposal practices employed at the facility and the steps taken to eliminate contact between stormwater and animal waste.
2. Apply the setbacks and buffers proscribed in ZLDR Section 153.337. Setbacks and buffers are an effective tool to control both the quality and quantity of contaminated stormwater runoff. In fact, Section 153.337 itself recognizes that buffers and setbacks are important for protecting “water quality and wildlife habitat.”

As a sea island surrounded salt marsh, tidal creek, and rivers, the Town is blessed with a wealth of water resources enjoyed and treasured by locals and visitors alike. We all share a responsibility to ensure it stays that way. Thank you for your consideration.

Sincerely,

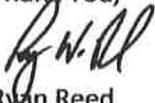
A handwritten signature in black ink, appearing to read "Andrew J. Wunderley, Esq.", with a long horizontal flourish extending to the right.

Andrew J. Wunderley, Esq.

James Island Town Council Members,

As the owner of one of the few Small Animal Boarding Facilities and Grooming Salons within the Town of James Island's jurisdiction, I would like to voice my support for the proposed changes eliminating the 2,000 square feet stipulation, thus requiring all such businesses to obtain a Special Exception.

Thank You,

A handwritten signature in black ink, appearing to read "R. Reed", written over the printed name "Ryan Reed".

Ryan Reed

Owner – Wag Factory

Town of James Island

% FY Complete 100%

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	460,892	475,194	375,000
Local Option Sales Tax (rev)	-	32,331	-	29,241	27,382	32,235	27,443	27,917	61,103	-	29,968	32,914	300,534	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	40,944	268,490	190,000
Telecommunications	-	-	-	-	-	25	-	-	42,874	-	-	10	42,909	27,500
Alcohol License-LOP	-	-	-	2,000	-	-	-	-	-	9,150	-	-	11,150	16,500
Building Permit Fees	-	503	440	1,063	425	1,350	617	856	715	1,464	-	2,433	9,866	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	1,132	11,955	10,000
Local Assessment Fees	-	-	-	-	26	-	-	351	-	-	342	-	718	-
Contributions/Donations-Park	-	-	-	-	-	-	-	-	-	-	500	-	500	-
Miscellaneous	-	-	-	-	-	-	-	400	200	200	200	200	1,200	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	1,692,711	2,116,947
													% of Budget	80%

ADMINISTRATION														
Salaries	15,867	15,875	15,749	24,021	16,507	19,667	16,367	16,418	25,074	16,635	16,718	16,785	215,682	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	5,611	71,359	71,858
Copier	351	334	360	374	364	354	319	322	67	622	350	352	4,170	5,300
Supplies	976	223	359	852	301	959	280	383	712	386	1,900	740	8,070	8,100
Postage	223	355	(55)	257	-	300	465	41	-	669	1,979	37	4,270	6,100
Information Services	2,346	2,741	1,693	4,778	3,779	2,469	2,673	3,081	3,058	3,242	2,580	2,680	35,120	35,200
MASC Membership	-	-	-	-	5,341	-	-	-	-	-	-	-	5,341	5,500
Insurance	-	11,023	-	166	6,860	-	-	-	3,294	-	-	-	21,342	21,342
Legal Services	2,225	-	5,364	-	2,864	-	4,184	-	-	25	125	63,128	77,914	60,000
Town Codification	-	-	5,168	739	-	-	555	-	-	450	-	585	7,496	7,526
Advertising	128	-	606	460	467	228	298	384	263	652	365	430	4,281	5,000
Audit	-	-	-	-	-	12,500	-	-	-	-	-	-	12,500	12,500
Elections	-	-	-	-	-	-	-	-	-	-	-	-	-	500
Mileage Reimbursement	-	56	302	29	60	27	28	26	26	26	28	28	636	800
Bonding	-	-	70	-	-	-	700	-	350	-	-	750	1,870	1,870
Employee Training / Screening	-	-	-	-	-	-	-	-	-	-	-	-	-	124
Dues and Subscriptions	35	-	110	174	-	-	225	-	525	75	-	-	1,144	1,160
Training & Travel	378	-	22	-	-	20	-	-	65	-	-	425	910	940
Mobile Devices	35	35	402	(36)	70	70	70	71	52	158	(38)	178	1,070	1,110
Children's Commission	-	-	-	190	146	-	-	-	-	-	-	-	337	1,000
Business Development Council	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
History Commission	-	-	-	-	-	-	250	-	-	-	-	250	500	1,000
Employee Appreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	500
Bank Charges	61	60	133	52	42	130	76	73	74	49	49	51	849	850
		36,174	35,325	39,616	41,931	42,073	32,364	26,654	42,155	28,427	30,154	Total	474,863	454,480
													% of Budget	104%

Town of James Island

% FY Complete 100%

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	3,769	48,999	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	2,180	27,999	17,000
Mayor Expense	551	-	-	200	-	-	-	-	-	15	-	395	1,161	2,000
Council Expense	-	35	-	129	-	-	105	11	-	35	-	-	315	4,000
Mobile Devices	114	114	114	114	114	114	114	114	114	-	292	154	1,472	1,410
		6,047	6,012	9,295	6,022	5,978	6,173	6,079	9,038	5,999	6,241	Total	79,946	74,410
												% of Budget		107%
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	17,601	199,220	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	4,896	70,012	73,500
		19,964	19,931	29,875	19,917	21,707	20,631	20,631	31,556	20,891	20,665	Total	269,233	289,700
												% of Budget		93%
PLANNING														
Supplies	-	-	42	-	-	25	290	-	-	-	-	-	357	500
Advertising	128	225	128	-	64	-	-	-	64	64	-	96	769	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	89	416	660
Uniform / PPE	-	-	-	-	186	-	-	-	-	-	-	-	186	250
Planning Commission	-	250	200	258	450	200	-	250	-	-	250	380	2,238	4,000
Board of Zoning Appeals	-	-	200	176	200	316	-	-	-	-	-	250	1,142	4,000
		510	825	406	935	576	325	285	90	99	297	Total	5,413	12,935
												% of Budget		42%

Town of James Island

% FY Complete 100%

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	98	414	660
Supplies	-	-	210	-	-	-	-	8	-	28	-	-	246	1,000
Equipment / Software	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500
Uniform / PPE	-	-	-	-	-	-	-	-	-	-	-	-	-	250
Dues & Subscriptions	50	-	-	-	-	-	-	-	-	-	-	743	793	800
Travel & Training	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
		35	261	17	35	35	35	43	26	63	35	Total	1,514	5,410
												% of Budget		28%
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	108	645	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	52	528	2,000
Emergency Management	-	4,714	-	1,189	796	51	-	-	3,071	-	41	866	10,727	12,000
Groundskeeping	-	180	820	-	3,680	10,590	90	90	974	3,199	1,069	1,926	22,618	30,000
		8,165	8,985	1,664	12,784	334,370	74,438	144	7,566	3,276	33,030	Total	489,562	827,960
												% of Budget		59%
CODES & SAFETY														
Mobile Devices	54	54	54	-	-	-	-	-	-	-	-	-	161	660
Mileage Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	100
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Radio Contract	-	342	-	-	342	-	-	342	-	-	342	-	1,368	1,710
Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-	-	40	515	2	104	662	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	22,081	183,741	165,000
Unsafe Buildings Demolition	-	9,622	325	-	-	-	-	-	-	-	-	-	9,947	10,035
Overgrown Lot Clearing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Crime Watch Materials	-	-	-	-	-	-	-	1,892	-	-	-	3	1,895	1,895
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	198,946	182,150
												% of Budget		109%

Town of James Island

% FY Complete 100%

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	7,200	
Pinckney Park	-	(3,150)	750	1,250	43	-	5,290	3,664	11,302	-	30,665	2,888	52,702	85,000
Special Events	146	-	-	-	526	2,087	-	100	47	293	388	-	3,589	9,800
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	72,798	116,000
												% of Budget		63%
FACILITIES & EQUIPMENT														
Utilities	1,486	1,325	1,372	1,228	961	4,165	1,049	1,031	1,068	1,037	1,053	1,462	17,237	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	6,552	77,680	77,700
Security Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000
Janitorial	440	477	440	477	465	477	465	477	1,367	440	477	477	6,481	6,620
Equipment / Furniture	-	336	-	-	-	27	-	-	-	71	116	220	771	3,000
Building Maintenance	65	-	276	220	1,005	32	-	181	225	75	65	-	2,145	4,800
Vehicle Purchase	-	-	-	27,118	-	-	-	-	-	-	-	-	27,118	27,200
Vehicle Maintenance Expense	65	77	51	163	67	133	91	56	214	57	185	99	1,260	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	10,075	124,874	125,000
Town Hall	400	-	1,750	-	9,330	3,921	2,300	1,065	4,005	9,910	136,750	41,847	211,278	200,000
Lease Purchase	-	-	-	-	-	-	-	-	-	-	-	840,000	840,000	840,000
	19,071	18,832	20,982	46,103	28,795	25,721	20,873	19,824	23,872	28,597	155,635	Total	1,309,038	1,314,670
												% of Budget		100%
COMMUNITY SERVICES														
Repair Care Program	-	-	-	-	-	4,036	-	2,555	4,654	3,700	-	553	15,498	30,000
Community Service Contributions	-	-	-	-	15,500	1,760	-	500	-	-	-	500	18,260	20,000
					15,500	5,796		3,055	4,654	3,700		Total	33,758	50,000
												% of Budget		68%

Town of James Island

% FY Complete 100%

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	83,057	761,148	841,060
LOST Rollback - Interest Income	96	98	-	57	-	293	215	201	215	491	252	-	1,917	475
Transfer In from Property Tax Credit Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	198,465
												Total	763,065	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)	-	-	(2,145)	(8,732)
	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)	-	(5,167)	300
	-	-	-	-	11	-	18	1,597	1,791	(3,291)	-	Total	(39)	300
JAMES ISLAND PRIDE														
James Island Pride donations	10	5	20	-	-	-	-	-	10	17	10	10	257	-
Helping Hands donations	-	-	-	-	-	-	-	-	-	-	-	-	426	-
Grant-JIP							1,050						1,050	
												Total	1,733	-
James Island Pride expense	(252)	(75)	(58)	(70)	(76)	(50)	-	-	(50)	(175)	-	-	(806)	1,200
Helping Hands expense	-	-	(250)	(46)	-	-	-	-	-	-	-	(100)	(396)	1,000
Grant-JIP-Expense									(797)	(270)			(1,067)	
												Total	(539)	2,200

ADMINISTRATOR'S REPORT

Jun-16

ADMIN NOTES

- a. Council held a workshop on Town Hall Design Concept - This will be presented to the public for feedback at a workshop on Aug 9 @ 7 pm - Lease Purchase bond for Town Hall closed on June 29th.
- b. Town Staff had a lunch and learn with Sgt James on how to handle potentially dangerous situations
- c. Met with CARTA on their Summer of CARTA program and have invited Councilmembers to do ride alongs to learn more about the routes and provide feedback
- d. Met with County staff on landscaping / signage plans for Camp/Folly intersection project
- e. Ribbon cutting for Take 5 Oil change scheduled for July 29 @ Noon
- f. Met with Scott Slatton of MASC to go over Legislative concerns of the Town

TOTAL Business Licenses 20

*This number includes 19 new and 1 renewal

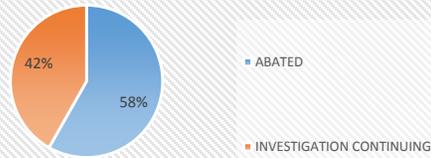
Code Enforcement Case Thru Jan

TOTAL CASES	201
ABATED	117
INVESTIGATION CONTINUING	84
RANK VEGETATION / SOLID WASTE	45
NUISANCE PROPERTY	35
TREE CASES	21
INOPERABLE VEHICLE	20

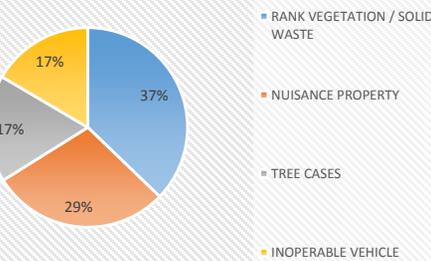
Building Permits

BUILDING PERMITS ISSUED

Code Enforcement - Case Status



Code Enforcement - Case Type



PERMIT TYPE	Jun-16
ACCESSORY STRUCTURE	
CLEARING & GRUBBING	
DEMOLITION PERMIT	
EXEMPT PLATS	
FIREWORK STAND	
HOME OCCUPATION	3
LSPR	
NON-EXEMPT PLAT	
PD AMENDMENT (REZONING)	
RESIDENTIAL ZONING	8
REZONING	
SPR	
SIGN PERMIT	2
SITE PLAN REVIEW	
SPECIAL EVENT	
SPECIAL EXCEPTION	1
TEMPORARY ZONING	4
TREE REMOVAL	5
TREE TRIMMING	
VARIANCE	
ZONING PERMIT	4
TOTAL	27

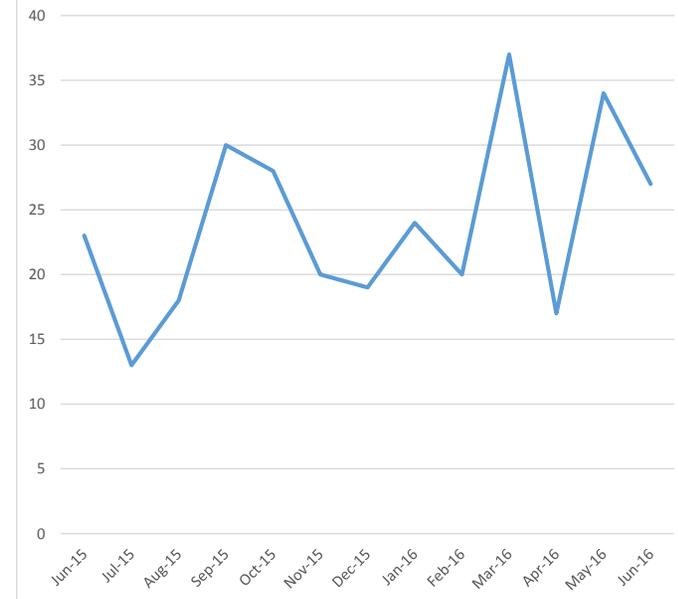
PUBLIC WORKS NOTES

- 1) Conducted a traffic studies on Peregrine Drive and Sterling Drive.
- 2) Continuing to have vegetation cut back on Right of Ways.
- 3) Continued working with SCDOT to identify trees on the Right of Way that are dead or diseased and are in danger of falling into the roadway.
- 4) Continued with neighborhood sign survey. Identified street signs and STOP signs that need to be replaced and initiated procedures to have new signs installed. Also began to install new Neighborhood Crime Watch signs in neighborhoods that have existing signage.
- 5) Surveyed drainage structures and outfalls in Parrot Creek neighborhood.
- 6) Attended Quarterly meeting of SC APWA Lowcountry Branch at Beaufort Cnty
- 7) Charleston County PW is finalizing drainage plans for the dirt portion of Sterling Road.
- 8) Had second meeting of James Island Interfaith Disaster Council. Will be meeting with James Island Outreach in August to continue growing the organization.
- 9) JI Emergency Planning Committee held a tabletop exercise for a hurricane evacuation and return. As part of the exercise a Point of Distribution was set up

Island Sheriff's Patrol

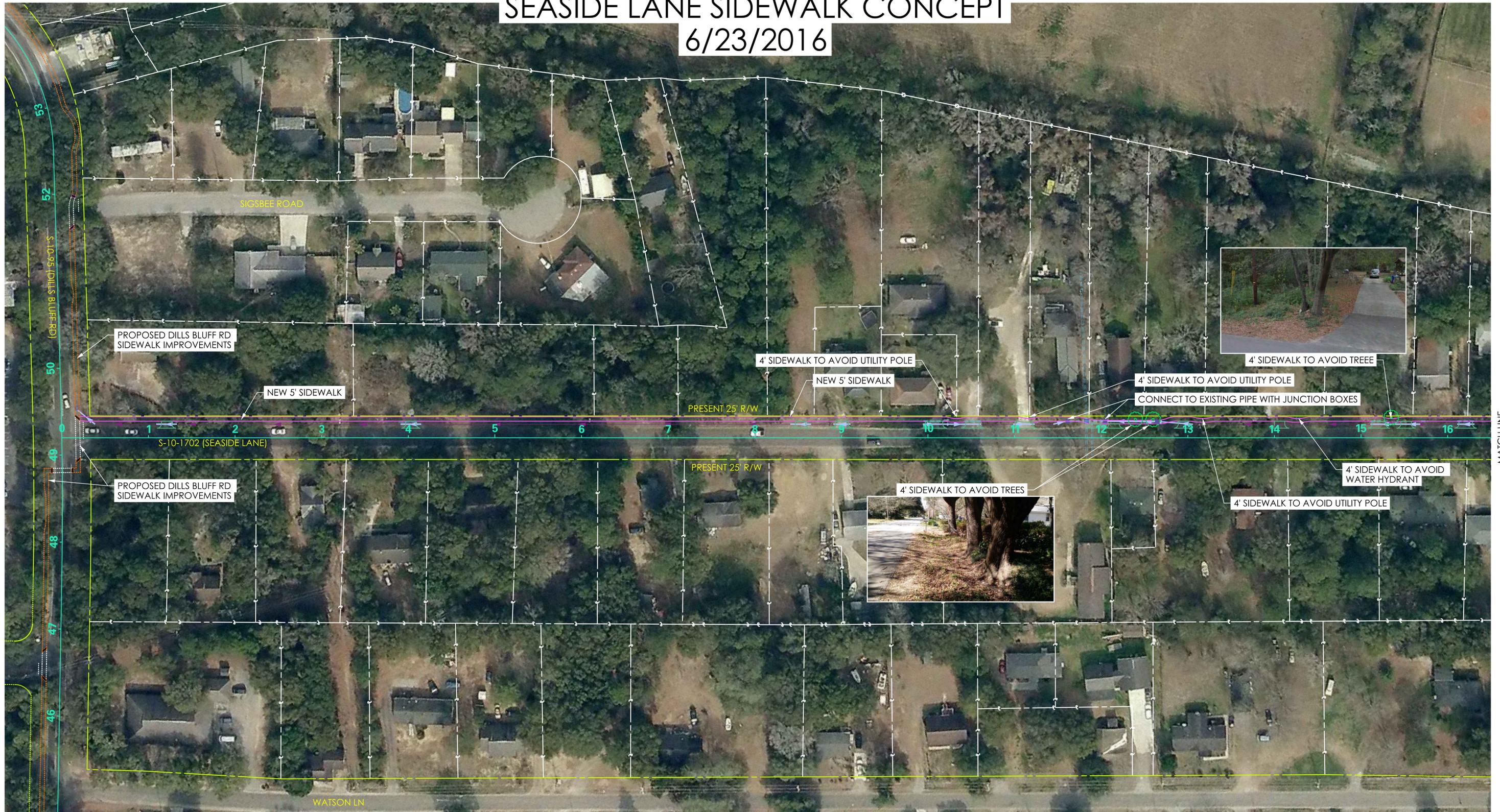
Total stops:	442	Written Warnings	410	Arrests	6
Total hours:	366	Calls for service	75		
Tickets:	29	Field Interviews	24		

ZONING PERMITS - 13 MONTH HISTORY



SEASIDE LANE SIDEWALK CONCEPT

6/23/2016

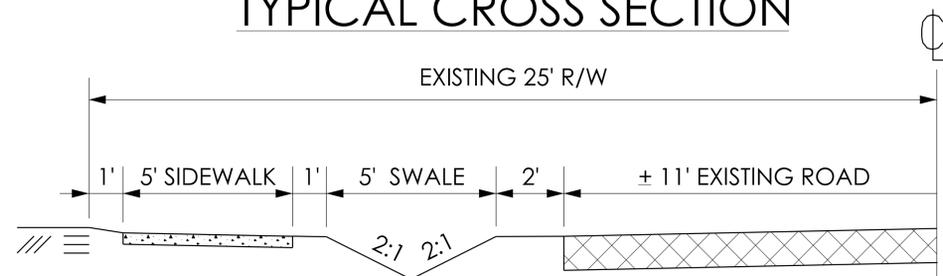


MATCH LINE
SEE SHEET 2

LEGEND

- RIGHT OF WAY
- PROPERTY LINE
- PROPOSED SIDEWALK
- EXISTING PIPE
- PROPOSED PIPE
- PROPOSED SWALE

TYPICAL CROSS SECTION



NOTE: TYPICAL SECTION DIMENSIONS WILL VARY. NEW RIGHT OF WAY MAY BE REQUIRED IN SOME AREAS. ADJUSTMENTS TO OCCUR DURING PRELIMINARY DESIGN.

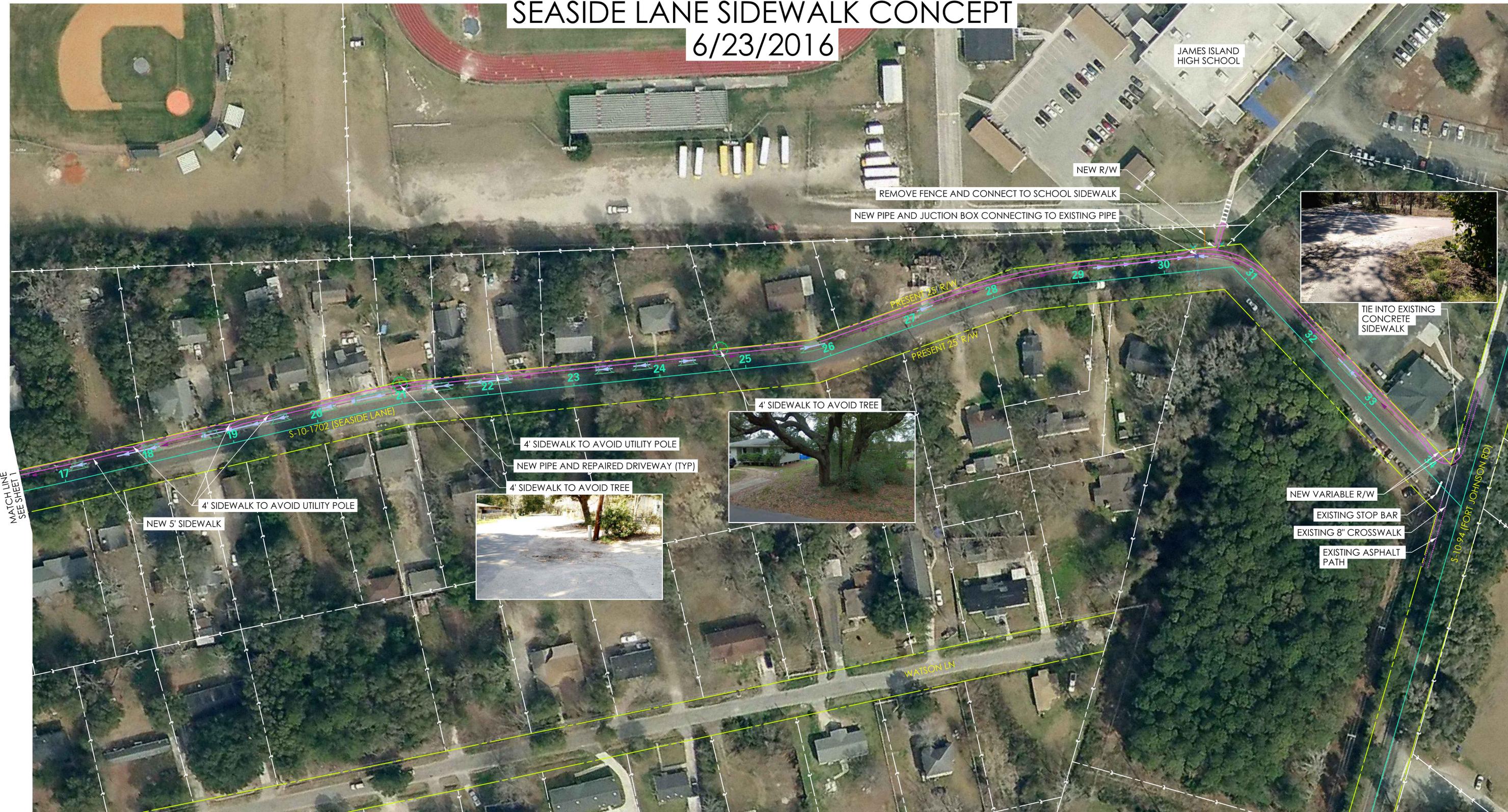


SCALE IN FEET
0 50 100



SEASIDE LANE SIDEWALK CONCEPT

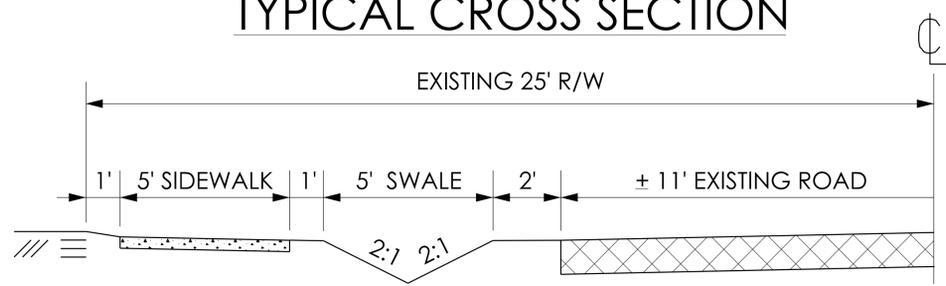
6/23/2016



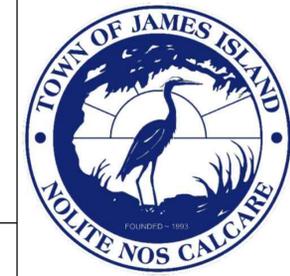
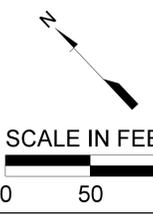
LEGEND

- RIGHT OF WAY
- PROPERTY LINE
- PROPOSED SIDEWALK
- - - - EXISTING PIPE
- PROPOSED PIPE
- PROPOSED SWALE

TYPICAL CROSS SECTION



NOTE: TYPICAL SECTION DIMENSIONS WILL VARY. NEW RIGHT OF WAY MAY BE REQUIRED IN SOME AREAS. ADJUSTMENTS TO OCCUR DURING PRELIMINARY DESIGN.





Stantec Consulting Services Inc.

4969 Centre Pointe Drive, Suite 200, North Charleston SC 29418-6952

July 15, 2016

Mrs. Ashley Kellahan
Town Administrator
Town of James Island
1238-B Camp Road
James Island, SC 29412
(843) 795-4141

Reference: Seaside Lane Sidewalk Improvements

Dear Mrs. Kellahan:

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to the Town of James Island (Client) for designing sidewalk improvements along Seaside Lane in James Island. This letter proposal is based on the concept plans we developed on June 23, 2016.

PROJECT UNDERSTANDING

Based on the concept plans that we developed for the Town, we propose to survey and design new sidewalk on Seaside Lane. The sidewalk will begin on Seaside Lane at the northeast corner of the intersection with Dills Bluff Road and continue along the eastern side and tie into the existing sidewalk on the western side of Fort Johnson Road.

SCOPE OF SERVICES

Task 1 – Topographic Surveys

Stantec will use Bowman Consulting as our subconsultant for topographic surveys. Field surveys will be performed along Seaside Lane from Dills Bluff Road to Fort Johnson Road. Survey width will be from the existing Seaside Lane centerline to 30 feet beyond the edge of pavement. Total survey length will be approximately 3,450 feet. Survey will also include the necessary the intersections of Dills Bluff Road and Fort Johnson Road for the sidewalk tie in points.

Surveys will include: locating all fixed objects in the project area such as structures, roadway features, crossing or side roads, pipe sizes, material, and inverts, planted areas, tree specified and sized (minimum of 8" diameter at breast height), landscaped trees, field evident utilities, wetland flags, and property lines. Topographical surveys will be performed of the project alignment by taking cross sections every 50 feet.



July 15, 2016
Page 2 of 6

Drainage system surveys will extend beyond the survey limits to include the next upstream / downstream drainage structure.

Survey information will include existing acreage of properties as provided in deeds and plats. Full boundary surveys are not required.

Stantec will provide a survey notification letter. Surveying personnel will carry copies of the letter at all times.

All horizontal information will be tied to State Plane Coordinates. All vertical information will be based on NAVD-88 datum.

Task 2 – Preliminary Plans

Using the field surveys developed in task 1, Stantec will develop preliminary plans / right of way plans for the project. Drawings will be prepared in MicroStation format using MicroStation and GEOPAK design softwares. Plans will typically be 1" = 20' scale and will be on 22" x 36" paper. Plans will be submitted to the Town and to each utility owner that may be in conflict with the project for the purpose of gathering comments on the plans and collecting additional utility information. Preliminary plans will include the following elements:

- Cover Sheet
- Typical Sections
- Right of Way Data Sheet
- Property Strip Map
- Reference Data Sheet
- Plan and profile sheets
- Utility Plans
- Cross Sections

Stantec will attend one preliminary plan submittal meeting with the Town. We will address any comments from the Town and submit plans to SCDOT for preliminary review under their encroachment permit process.

Task 3 – Utility Coordination

Stantec will coordinate project development with all utilities that may be affected. Utility relocations will be handled in accordance with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal



Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B.

Stantec will initiate early coordination with all utility companies that are located within the project limits. Coordination will include, but will not be limited to, contacting each utility company to advise the company of the proposed project, providing preliminary plans to the utility company, obtaining copies of as-built plans for the existing utility facilities (if available), and determining the companies' requirements for the relocation of their facilities.

Stantec will provide the utility companies with design plans as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the project impacts. The utility company may use the project design plans for preparing Relocation Sketches.

Stantec will research the prior rights of each utility company's facilities. If there is a dispute over prior rights with a utility, input from SCDOT will be required. Stantec will coordinate with SCDOT and the Town by presenting the prior rights information gathered. SCDOT will have final approval authority as to whether or not the utility company has prior rights.

Stantec will collect the following from each utility company that is located within the project limits:

- Relocation Sketches and letter of "no cost" where the company does not have a prior right
- Utility Agreements, including cost estimate and relocation plans where the company has a prior right
- Letters of "no conflict" where the company's facilities will not be impacted by the Project.

Stantec will review all Relocation Sketches and Utility Agreements and evaluate for potential conflicts with the proposed improvements, and with each utility company's relocation plans.

Stantec will prepare and submit to the Town a Final Utility Report that includes a listing of all the utilities located within the project limits, an explanation of the project impacts to each of the utilities, all prior rights supporting documentation, and a description of each utilities' relocation plans. As part of the report, we will assemble and submit to the Town Relocation Sketches, Utility Agreements, and Letters of "no conflict" for the project.



Stantec will prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U-sheets) will be used during the project development, and the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.

Task 4 – Final Plans

Final plans will be prepared in the same format as preliminary plans. Final plans will include the following plan elements as required:

- Cover Sheet
- Summary of Estimated Quantities
- Moving Items Sheet
- Typical Sections
- Right of Way Data Sheet
- Property Strip Map
- Construction Notes and Project Inclusions
- Reference Data Sheet
- Plan and Profile Sheets
- Signing and Marking Plans
- Traffic Control Plans
- Erosion Control Plans
- Utility Plans
- Cross Sections

Proposed right of way and permissions, if any, will be shown per SCDOT plan presentation requirements.

The SCDOT Standard Specifications for Highway Construction will apply for materials and construction of all work. Special provisions will be prepared for those items of work not covered in the Standard Specifications or existing Standard Special Provisions. Any non-standard (non-SCDOT) detail, specification or special provision will be provided by the Stantec. Design plans will also reference SCDOT Standard Drawings.

Based upon the final quantities, a final opinion of probable construction cost will be prepared.



July 15, 2016
Page 5 of 6

Stantec will attend one final plan submittal meeting with Town of James Island. Stantec will incorporate the Town's comments and submit final plans to SCDOT for encroachment permit approval. Upon SCDOT approval, Stantec will submit final stamped plans for the Town's use in bid letting.

Stantec will prepare and submit an encroachment permit application package to SCDOT for approval. We will also prepare the NOI and MS4 applications as appropriate.

The Town of James Island will oversee the project construction and handle contractor pay requests. Stantec will assist the Town by performing the following tasks if they are needed:

- Provide designs/plan revisions in accordance with approved requests from contractor or change in existing field conditions
- Interpretations of plans, specifications, and contract provisions

EXCLUSIONS

The following items are not included in this scope, but can be offered as additional services:

- NEPA documentation or permitting. Our understanding is that construction will be funded by the Town / Charleston County, so this is not required.
- Wetland permitting – Based on our preliminary observations, there appear to be no jurisdictional wetlands or streams within the project area.
- Arborist Services. We can provide this as an additional service if requested.
- Charleston County BZA or other approvals. Our understanding is that this project is located within the Town limits.
- Right of way acquisitions or development of deeds/plats. It is assumed that the sidewalk can stay within SCDOT right of way.
- Engineering design of utility relocations
- Public involvement / coordination with property owners
- Construction oversight



PROPOSED FEE

Stantec will perform the services described in the Scope of Services in accordance with the attached terms and conditions. Stantec will perform these services for the following lump sum fees:

Task	Fee
1 – Topographic Surveys	\$7,500.00
2 – Preliminary Plans	\$12,600.00
3 – Utility Coordination	\$6,000.00
4 – Final Plans	\$13,400.00
Project Total	\$39,500.00

CLOSING

We appreciate the opportunity to offer these services to the Town and look forward to working with you on this project. Your signature below will serve as our notice to proceed. If you have any questions, please don't hesitate to call me at (843) 740-6348.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Bret Gillis, P.E.
Sr. Associate, Transportation
Phone: (843) 740-6348
Fax: (843) 740-7707
bret.gillis@stantec.com

TOWN OF JAMES ISLAND

Approved by (Please Print)

Signature



Stantec Consulting Services Inc.

4969 Centre Pointe Drive, Suite 200, North Charleston SC 29418-6952

June 22, 2016

Mrs. Ashley Kellahan
Town Administrator
Town of James Island
1238-B Camp Road
James Island, SC 29412
(843) 795-4141

Reference: Folly Road Sidewalk Concept – from Eugene Gibbs Street to Santee Street

Dear Ashley:

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to the Town of James Island (Client) for designing conceptual sidewalk improvements along Folly Road in James Island. It has been formatted to describe the project understanding, scope of services offered and fees.

SCOPE OF SERVICES

Based on our understanding of the project, we propose to develop concept plans for a new sidewalk on the west side of Folly Road from Eugene Gibbs Street to Santee Street. The proposed sidewalk will tie to the sidewalk being built near the Chick-Fil-A as part of the Folly Road and Camp Road intersection improvements. It will continue north along the western side of Folly Road and end at the intersection with Santee Street. Intermittent sections of sidewalk have been built along the frontage of Folly Road and the proposed sidewalk will tie in with these segments. The total length of sidewalk is approximately 1,200 feet.

In developing the concept plan, we will explore options for streetscape enhancements such as street trees and decorative lighting. We will also evaluate parking and access considerations. We will develop graphics to visually demonstrate the aesthetic enhancements. These items will be incorporated into our concept plans.

We will meet with the Town and adjacent property owners to discuss the potential improvements. The meetings will be small group meetings. For scoping purposes, up to three meetings are anticipated.

Stantec will develop the concept plan using Charleston County GIS data (property lines, aerials, etc.) as base map information. The concept plan will be presented as a color



June 22, 2016
Page 2 of 2

plot. We will submit the concept plan to the Town for review and address any comments. We will also coordinate with Charleston County and SCDOT, if necessary.

PROPOSED FEE

Stantec will perform the services described in the Scope of Services in accordance with the attached terms and conditions. Stantec will perform these services for a lump sum fee of **\$11,700.**

CLOSING

We appreciate the opportunity to offer these services to the Town and look forward to working with you on this project. Your signature below will serve as our notice to proceed. If you have any questions, please don't hesitate to call me at (843) 740-6348.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Bret Gillis, P.E.
Sr. Associate, Transportation
Phone: (843) 740-6348
Fax: (843) 740-7707
bret.gillis@stantec.com

Agreed to on this _____ day of _____, 2016

Town of James Island

By: _____

Please Print Name

(Title)

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

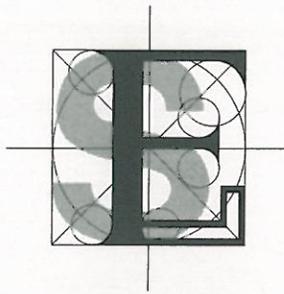
FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.



**FORSBERG
ENGINEERING
& SURVEYING**
INCORPORATED

Ashley R. Kellahan
Town Administrator
Town of James Island
C/O akellahan@jamesislandsc.us

July 12, 2016

RE: New Sidewalk – Lighthouse Boulevard – Town of James Island, SC

Dear Ashley,

We are pleased to submit this proposal for surveying, wetland consulting, and civil engineering associated with the above project. We have walked the site and done some preliminary records research and it appears that critical area impact will be involved if the goal is to cross over the pipe at Parrot Creek. We have estimated our fees as noted below.

Item 1- Route Surveying: To include approximately 1000 L.F. along the east side of the Road from Fort Johnson Road. This survey will include cross sections at 50' intervals and will show SCDHEC critical areas within the proposed R/W corridor and possible freshwater wetlands. This survey will also include the services of a utility location service to mark potential utilities within the project corridor.

Item 2- We will retain a wetland consultant to meet with representatives of SCDHEC-OCRM and the U.S. Army Corps of Engineering to determine the extent of both fresh and saltwater wetlands within the corridor.

Item 3- Preparation of preliminary construction plans for the proposed sidewalk, curb and piping.

Item 4- Submittal of preliminary construction plans to the following agencies for preliminary review.

- a) Town of James Island
- b) SCDOT
- c) SCDHEC-OCRM (Coastal Zone Certification)

Our fees for these items will be as follows:

Item 1- Site/Route Survey	Lump Sum	\$ 6,105.00
Item 2- Wetland Delineation	Lump Sum	\$ 750.00
Item 3- Preliminary Construction Plans	Lump Sum	\$ 4,600.00
Item 4- Agency Preliminary Review	Lump Sum	\$ 800.00
	Total	\$12,755.00

It is our policy to bill monthly for services rendered. Invoices are due at billing and considered past due at 30 days. Past due accounts are billed with a Late Payment Fee of 1.5% monthly. We reserve the right to cease work on any project that has invoices of 60 days past due. Reimbursables such as out of pocket fees, printing, special delivery, etc. are billed at cost plus 10%. Should this proposal be acceptable you may sign the authorization below and return a signed copy to this office as our Notice to Proceed.

Should this proposal be acceptable to the Town, we look forward to entering a contract with you. Please call or email me if you have questions.

Sincerely,

Daniel C. Forsberg, PE, PLS
 Forsberg Engineering & Surveying, Inc.

PROPOSAL ACCEPTED

BY _____

DATE _____

TITLE _____



TARGET CONTRACTORS

July 6, 2016

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

Via Email: akellahan@jamesislandsc.us

SUBJECT: Demolition and Abatement at Pinckney Park Site

SCOPE OF WORK

Target Contractors will furnish all estimated labor, equipment, and supervision to perform asbestos abatement (2 structures) and demolition (6 structures) at the Pinckney Park Site located at 461 Fort Johnson Road.

CLARIFICATIONS

- This proposal is based on One (1) mobilization working straight time 40 hours a week. Additional mobilizations will be billed at \$1,000.00 each.
- Target Contractors retains title to all salvage materials present and is entitled to sell or dispose of such material at their discretion and retain the proceeds of any such sale.
- This proposal includes rough grade of disturbed areas with on-site material.
- Owner will provide water and electricity if required for asbestos abatement.
- This proposal includes the abatement of asbestos materials identified in the Asbestos and Lead-Based Paint Assessment Report prepared by S&ME dated March 8, 2016 (S&ME Project No. 4213-16-023). Any additional asbestos material or quantity encountered will be addressed by change order.
- Target Contractors will obtain the required demolition & abatement licenses from South Carolina DHEC.

EXCLUSIONS

- This proposal excludes demolition of the brick house on the site.
- This proposal excludes third party air monitoring if required during ACM abatement.
- This proposal excludes asbestos hazard abatement plans, testing and surveying if required.
- This proposal excludes silt fence, security fence, tree protection, barricades and the import/export of fill material.
- This proposal excludes the disconnecting, capping, removing and relocation of all underground and above ground utilities which will be completed by others prior to the start of demolition if necessary.

PROCEDURES

All local, state and federal EPA and OSHA codes regarding removal and disposal shall be strictly adhered to. Prior to commencement of work, the owner and contractor are to mutually agree upon project procedures and desired phasing, set-up and scheduling.

INSURANCE

Our proposal includes General Liability coverage with limits of \$1 million each occurrence and \$2 million general aggregate; Automobile Liability coverage with limits of \$1 million combined single limit; Professional and Pollution Liability coverage with limits of \$1 million each claim and occurrence; Umbrella Liability coverage



TARGET CONTRACTORS

with limits of \$15 million each occurrence and aggregate; and Worker's Compensation coverage with \$1 million Employer's Liability coverage.

PRICING

Demolition (6 structures):	\$ 12,000.00
Asbestos Abatement:	\$ 5,500.00

THIS PROPOSAL MAY BE WITHDRAWN IF PROPOSAL NOT ACCEPTED WITHIN 30 DAYS

LIMITATIONS

Our price is based on the work being completed in 10 working days. If there are delays as a result of unforeseen site conditions, changes in the scope of work, or other delays not caused by Target, there will be additional charges for delays and remobilization, and the scheduled completion date will change accordingly.

This agreement contains the entire agreement and understanding between the parties and supersedes all prior conversations and understandings between them. It may be amended, changed, or modified only in writing signed by purchaser and a representative of Target Contractors.

We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business. If you have any questions or if I may be of further assistance, please contact me directly at (843) 388-3905. We thank you for your time and consideration.

Sincerely,

David Evans

David Evans
President
Target Contractors, LLC

TERMS OF PAYMENT

In order for Target Contractors LLC to schedule your project in a timely manner, please complete the following information and return at your earliest convenience. Our payment terms are Net 15 days from the date of the invoice.

ACCEPTED BY: _____

DATE: _____

TITLE: _____

PO#: _____



P.O. Box 1850 Mt. Pleasant SC
www.targetcontractorsllc.net

RESOLUTION # 2016-12

A RESOLUTION BY THE TOWN OF JAMES ISLAND OPPOSING THE APPROVAL OF THE LIVELY AT THE CURRENTLY PROPOSED DENSITIES AND WITHOUT FURTHER STUDY OF TRAFFIC AND STORMWATER IMPACTS

WHEREAS, community meetings were held at James Island Elementary School on April 26, May 12, May 24 and June 2, 2016 to present specifics to residents, elected officials and others about The Lively, a proposed development on Folly Road at Grimball Road; and

WHEREAS, as presented, the project will contain over 300 dwelling units, a market space ranging from 10,000-30,000 square feet, and artist studio space of 5,000-20,000 square feet with access via three curb cuts along Folly Road; and

WHEREAS, those present at the community meetings, including representatives of the Town of James Island, heard residents voice concerns about density, parking, traffic impacts, stormwater/drainage, and possible tree removals; and

WHEREAS, representatives of the Town of James Island share these concerns; and

WHEREAS, Charleston County is the approving authority for this project and is a signatory of the Rethink Folly Road Memorandum of Agreement which calls for increased cooperation among the jurisdictions along Folly Road.

NOW, THEREFORE, BE IT RESOLVED BY THE JAMES ISLAND TOWN COUNCIL THAT:

The Town of James Island is opposed to the approval of The Lively development plan as presented at four community meetings on James Island, because it is too dense for the location, traffic and infrastructure impacts have not been properly explored, and due to residents' concerns cited at the aforementioned community meetings.

Adopted this 21st day of July, 2016

Bill Woolsey

Mayor

ATTEST

Frances Simmons

Town Clerk

RESOLUTION 2016-13

A RESOLUTION HONORING ISLAND SHERIFFS' PATROL (ISP) SECOND QUARTER
AWARD WINNER, DEPUTY DENNIS CARTER

The Town of James Island promotes the protection, safety, and welfare of its citizens by utilizing the services of the Island Sheriffs' Patrol;

Deputy Carter is one of the most dependable deputies on the Island Sheriffs' Patrol and his stats are consistently higher than average;

Deputy Carter's presence is known in the neighborhoods and he is known for the good he does on the island;

Deputy Carter continually provide outstanding law enforcement service and is extremely dependable;

NOW THEREFORE, BE IT RESOLVED that the Town of James Island Council does hereby recognize Deputy Carter as the Island Sheriffs' Patrol, Deputy of the Second Quarter, for May 2016 through July, 2016.

Enacted this the 21st day of July 2016

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

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

ORDINANCE 2016-08

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07, SECTION 153.334 TREE PROTECTION AND PRESERVATION, (A) GENERAL, (4) MEASUREMENTS AND DEFINITIONS

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 amendment 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 amendment 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 amendment based on the Approval Criteria of Section 153.042 (F) of the ZLDR;

WHEREAS, the Town Council has determined the proposed text amendment meets 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 amendment 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 18th day of August, 2016.

TOWN OF JAMES ISLAND COUNCIL

By: _____
Bill Woolsey
Mayor

ATTEST:

By: _____
Frances Simmons
Town Clerk

Public Hearing: July 21, 2016
First Reading: July 21, 2016
Second Reading: August 18, 2016

Exhibit A

**Planning Commission Recommendation on 6/9/2016: Not Approved
(Vote: 4-1)**

153.334 TREE PROTECTION AND PRESERVATION.

(A) *General*

(4) *Measurements and definitions.*

GRAND TREE. Any species of tree measuring 24 inches or greater diameter breast height (DBH) except pine and sweet gum. However, within 25 ft of any public right-of-way of an existing single family residential lot, a grand tree is 18" or greater. GRAND TREES are prohibited from removal unless a grand tree removal permit is issued.