



Town of James Island, Regular Town Council Meeting
April 16, 2026; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

**Watch Live and Meeting Recordings: <https://www.jamesislandsc.us/livestream-town-meetings>
Watch Archived Recordings on the Town's YouTube Channel: <https://www.youtube.com/channel/UCm9sFR-ivmaAT3wyHdAYZqw>

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

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

- 1) Opening Exercises: Councilwoman Drayton-Crumblin
- 2) Public Comment:
- 3) Consent Agenda:
 - a) Minutes: Town Council Special Meeting, March 30, 2026
 - b) Minutes: Town Council Regular Meeting, March 19, 2026
- 4) Information Reports:
 - a) Mayor's Report
 - b) Finance Report
 - c) Island Sheriff's Patrol Report
 - d) Public Works Report
 - e) Code Enforcement Report
- 5) Requests for Consideration by Staff:
 - Scope and Planning Services Agreement/10-Yr. Comprehensive Plan
- 6) Requests for Consideration by Council:
 - Contract with Safebuilt (In-house Building Services)
- 7) Committee Reports:
 - Land Use Committee : Appointment to Planning Commission: Megan Dean to fill Commissioner Zennie Quinn's unexpired term ((Mayor Lyon)

- a) James Island Pride/Making our Island Beautiful
- b) Children’s Committee
- c) Neighborhood Council
 - Appointment : Hank Stanley, Representing Laurel Park S/D
- d) History Committee
- e) Rethink Folly Road
- f) Drainage Committee
- g) Business Development Committee
- h) Trees Advisory Committee
- i) James Island Intergovernmental Council
- j) Accommodations Tax Committee
- k) James Island Arts Council
- l) Parks and Gardens Council

8) Proclamations and Resolutions:

Ordinances up for First Reading:

- First Reading: Ordinance# 2026-02: Amending Ordinance 2023-09 : BZA
- First Reading: Ordinance # 2026-03: Amending Ordinance 2023-10 Building
- First Reading: Ordinance #2026-04: Amending Ordinance 2023-11 Flood

9) Ordinances up for Second/Final Reading:

10) Old Business:

11) New Business:

12) Executive Session: The Town Council may enter into an Executive Session in accordance with Code of Laws of South Carolina Section 30-4-70 (A) (2): the receipt of legal advice regarding litigation matters regarding KT Properties, LLC vs. Town of James Island and Contractual matters . Upon returning to Open Session the Council may act on matters discussed in the Executive Session.

13) Return to Regular Session:

14) Announcements/Closing Comments:

15) Adjournment:

The Town of James Island held a Special Town Council meeting on Monday, March 30, 2026, at 1:00 p.m. at the Town Hall, 1122 Dills Bluff Road, James Island. This meeting was also live-streamed on the Town's website: www.jamesislandsc.us/livestream-townmeetings and was held in accordance with the SC Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson (via conference) Julia Drayton-Crumblin, Dr. Cynthia Mignano, Darren "Troy" Mullinax, Michael O. Williams, and Mayor Brook Lyon, who presided. Also: Brian Quisenberry, Town Attorney (via conference), Kristen Crane, Planning Director, Mike Hemmer, Finance Director, and Frances Simmons, Town Clerk. A quorum was present to conduct business.

Call to Order/Opening Exercises: Mayor Lyon called the Special Meeting to order at 1:00 p.m. She introduced the members of Town Council, Town Attorney, and Staff. Mayor Lyon led Council in prayer and followed with the Pledge of Allegiance.

Discussion/Consideration of Purchasing Real Estate at 1128 Hillman Street: Mayor Lyon stated that this Special meeting was called due to a time-sensitive opportunity that the Town could otherwise miss. She explained that, as Council is aware, the Town is in the process of building an Art and Community Center and regularly hosts events such as the Town Market and various festivals at the Town Hall. Parking is extremely limited and presents an ongoing challenge for current operations and future growth.

She shared that this past Friday, while behind the Town Hall, she noticed a flutter flag (not permitted in the Town) two doors down. Upon investigating, she saw a sign advertising an "open house" and realized that a property across the street from our Hillman lot was for sale and that she had not known it was on the market. Mayor Lyon stated that she spoke with the person hosting the open house who informed her that the house, though in very poor condition, was listed well below market value. He indicated there had already been significant interest, with approximately 50 prospective buyers looking and six offers already submitted, some exceeding the \$309,000 asking price, which is notably low for property on James Island.

Recognizing the potential importance of this property and given the Town's parking constraints and anticipated long-term growth, Mayor Lyon introduced herself and expressed interest for the Town. She explained that any potential action would require a vote by Council. She would need to call a special meeting of Council for discussion and a vote. She emphasized that this represents a rare and unique opportunity. The seller agreed to extend the offer deadline until later this afternoon (Monday, March 30). Following this meeting, she would need to contact him with the Town's decision. She has consulted the Town Attorney closely about this expressed appreciation to the Council members for adjusting their schedules to attend the meeting.

Mayor Lyon explained that real estate opportunities often require prompt action, noting that delays can result in losing a property. Normally a real estate purchase would not have been an urgent matter but emphasized that the property's close proximity to Town Hall and the below market price makes it a unique, once-in-a-lifetime opportunity. She stated that the only alternative to acquiring a similar property would be through condemnation, which is a slower, more expensive, and potentially unpopular process. A voluntary purchase would be simpler, more cost-effective, and more efficient.

Mayor Lyon expressed her belief that the planned Art and Community Center will serve as a significant asset to the Town, calling it "the Gaillard" of James Island but noted that parking remains limited. She has consulted with Kristen Crane, who provided a rough estimate indicating the property could accommodate approximately 20 to 40 parking spaces, depending on zoning. The Town Clerk has distributed the property disclosure information to Council and will include them in the public record.

Mayor Lyon reported that she conducted preliminary market research and consulted with the real estate professional who is actually a transactional broker; and is not representing the seller. She believes an offer of \$340,000 could secure the property along with a clean contract. She noted that while the seller prefers a quick closing, their primary interest is receiving an offer from a credible buyer. She explained as this involves public funds, the Town must complete its due diligence, including a survey and title search, and therefore could not close within two weeks. The seller has indicated a willingness to allow the standard 45-day closing. Mayor Lyon added that Finance Director Mike Hemmer has confirmed that sufficient hospitality funds are available within the current fiscal year's budget to cover the purchase. Approximately \$425,000 is in the budget for projects that will not be completed this year after all. She concluded that she believes all necessary considerations have been addressed and the Town is in a position to move forward, should Council choose to do so. Mayor Lyon asked for a motion and a second for discussion.

MOTION: Councilwoman Drayton-Crumblin moved to authorize the Mayor to offer up to \$340,000 for the Town to purchase the property located at 1128 Hillman Street to serve as public parking for the Town or alternatively to be used by the Town for any other public purposes. The motion was seconded by Councilman Williams.

DISCUSSION: Councilwoman Mignano stated that the proposal sounds like a good idea.

Councilman Dodson commented that the Town is building an incredible Art and Community Center, where parking is already limited, including at Town Hall. He described the purchase at that price as a “no-brainer,” emphasizing that the Town would be holding assets for its residents. Given the property’s close proximity to existing Town property, he noted that he sees no significant downsides. He also added that funds for the purchase are already included in the budget.

Councilman Williams concurred, stating that it is a great opportunity for the Town.

Councilman Mullinax expressed concern about the loss of potential affordable housing but after seeing the house’s condition realizes this would not be a factor and agreed that it is a good opportunity for the Town.,

Councilwoman Drayton-Crumblin agreed with the comments of the other Councilmembers. She noted that she had reviewed comments posted online and that we are not entering into real estate. She reiterated that this is a good opportunity for the Town.

VOTE

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

UNANIMOUS

Adjourn: 1:13 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

Sub-Type: Single Family
 Detached
Area: 21 - James Island
County: Charleston
Tax District: 38 - Town of James Island
Bedrooms: 3
Primary Bedroom – Main Level: Yes
Baths - Total: 2.5
Baths - Full: 2
Baths - Half: 1
Stories: 2
Stories/Levels: 1.5 Stories
Subdivision: None
Elementary School: Harbor View
Middle School: Camp Road
High School: James Island Charter

Primary Structure Apx SqFt: 1,652
Tax Map #: 4280300053
Year Built: 1986
Zip Code: 29412
Acreage: 0.26
Occupancy: Owner
Possession: At Closing
New Owned: Pre-Owned
Legal Description: Lt 3-B Cocked Hat



Style: Traditional
Roof: Architectural
Cooling: Central Air; Window Unit(s)
Garage/Parking: Off-Street Parking
Auction:
Lot Description: 0 - .5 Acre
Rooms: Family; Frog Attached; Living/Dining Combo
Misc Interior:
Misc Exterior: Deck
Attic Features: Access
Water/Sewer: Public Sewer; Public Water
Amenities:
Equipment/Appliances: Ceiling Fan; Electric Range; Microwave; Washer Hookup
Green Features:

Fireplace:
Foundation: Crawl Space
Heat: Heat Pump
Reserve Amount:
Exterior: Vinyl Siding

Special: Handy Man Special
Floors: Carpet; Vinyl
Utility Suppliers:
SqFt Source: Tax Records
Primary Structure List Price/SqFt: 187.05
Primary Bedroom: Ceiling Fan; Downstairs

Directions:GPS. Right off of Dills Bluff rd onto Hillman, home is on the left

Showing Instructions: Contact Listing Agent

Remarks: Opportunity knocks in the heart of James Island! Situated on a quarter-acre lot in one of the Charleston area's most desirable and rapidly growing locations, this fixer-upper is priced well below market value and presents a compelling investment opportunity. With strong upside potential, this property is ideal for investors, flippers, or buyers looking to renovate and build instant equity. Comparable renovated homes in the area support a strong after-repair value (ARV), making this a prime candidate for a profitable flip or long-term hold. The lot size, location, and surrounding growth only add to the long-term appreciation potential. Opportunities like this on James Island are rare and move quickly--bring your vision and act fast before it's gone!

Taxes:1,973 **HOA Fee:**No **Proposed Financing:**Cash; Conventional Loan; FHA 203(k)

Potential Short Sale:No

List Office: 10039 EXP Realty LLC

List Office SC License #: 24135

Seller Concessions Negotiable Y/N: Yes

CHS
MLS

Ian Raysor
License:125081
 EXP Realty LLC
 1320 Main St, Suite 335
 Columbia, SC 29201
 941-243-0369
 888-440-2798
raysorrealty@gmail.com



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "Yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "Yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "No" for any question, the owner is stating that owner has no actual knowledge of any problem.

By answering "No Representation" on this disclosure statement, the owner is acknowledging that they do not have the current knowledge necessary to answer the questions with either a "Yes" or "No" response. Owner still has a duty to disclose information that is known at the time of the disclosure statement. "No Representation" should not be selected if the owner simply wishes to not disclose information or answer the question. Selecting "No Representation" does not waive liability if owner is aware or subsequently becomes aware.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

The owner shall deliver to the purchaser this disclosure before a real estate contract is signed by the purchaser and owner, or as otherwise agreed in the real estate contract. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchaser are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Owner: (^{Initial} BB) (_____) Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is Page 1 of 6.
Effective 6/1/2023

Property Address (including unit # or identifier) 1128 Hillman St, Charleston, SC, 29412

Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.
As owner, do you have any actual knowledge of any problem(s)* concerning?
 *Problem(s) include present defects, malfunctions, damages, conditions, or characteristics.

<u>I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM</u>	Yes	No	No Representation
1. Water supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure <small>The upstairs bathroom has a leak, which is gradually leading to reduced water pressure throughout the system.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply:	<input type="checkbox"/> County	<input type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input checked="" type="checkbox"/> City	<input type="checkbox"/> Corporate	<input type="checkbox"/> Well	
B. Describe water disposal:	<input type="checkbox"/> Septic	<input type="checkbox"/> Private	<input type="checkbox"/> Other: _____	
	<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government	
C. Describe water pipes:	<input type="checkbox"/> PEX	<input checked="" type="checkbox"/> PVC/CPVC	<input type="checkbox"/> Other/Unknown: _____	
	<input type="checkbox"/> Copper	<input type="checkbox"/> Polybutylene	<input type="checkbox"/> Steel	

<u>II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS</u>	Yes	No	No Representation
5. Roof systems A. Approximate year that current roof system was installed: <u>1986</u> . B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date(s): <u>Both dormers have major leaks, leaks have seeped in through upstairs and downstairs ceilings</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Gutter systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications A. Approximate year structure was built: <u>1986</u> . B. During your ownership, describe any structural repairs and/or modifications to the items identified in Question 7 with date(s): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS</u>	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Owner: (^{Initial} BB) (_____) Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is Page 2 of 6.
 Effective 6/1/2023

9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
13. Heating system(s) (HVAC components)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
14. Cooling system(s) (HVAC components)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
A. Describe Cooling System:	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Window	<input type="checkbox"/> Other _____
B. Describe Heating System:	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Furnace	<input type="checkbox"/> Other _____
C. Describe HVAC Power:	<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Solar	<input checked="" type="checkbox"/> Other _____
D. Describe HVAC system approximate age and any other HVAC system(s): N/A					

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED, OR OTHER PEST INFESTATIONS

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus: Spots where the roof has leaked through have water damage. Dry rot in other various places.

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):
N/A

C. Describe any known present pest infestations:
N/A

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-28) on this disclosure. As owner, do you have any actual knowledge or notice concerning the following:			
	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements of demolition of the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Owner: (^{initial} BB) (_____) Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is Page 3 of 6.
Effective 6/1/2023

18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, first rights of refusal, insurance issues, or governmental actions that could affect title to the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Problems caused by fire, smoke, or water (including whether any structure on the property has flooded from rising water, water intrusion, or otherwise) to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Erosion, erosion control, or erosion control structure, such as a bulkhead, rock revetment, seawall, or buried sandbags, affecting the property. If "Yes" to Question 22, provide a general description including material, location on the property, approximate size, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Whether the property is currently insured through public (e.g., National Flood Insurance Program) or private flood insurance.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25. Private or public flood insurance (e.g., Federal Emergency Management Agency (FEMA)) claims filed on the property during your ownership. If "Yes" to Question 25, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all claim(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26. Repairs made to the property as a result of flood events that were <u>NOT</u> filed with private or public insurance during your ownership. If "Yes" to Question 26, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all flood-related repairs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27. Has federal flood disaster assistance (e.g., from FEMA, Small Business Administration, HUD) been previously received during your ownership? If "Yes" to Question 27, what was the amount received and the purpose of the assistance (elevation, mitigation, restoration, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A. Describe any green energy, recycling, sustainability or disability features for the property:

N/A

B. Describe any Department of Motor Vehicles titled manufactured housing on the property:

N/A

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: Mold from water damage

Owner: (^{Initial} BB) (_____) Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is Page 4 of 6.
Effective **6/1/2023**

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the rental/lease terms, to include any vacation rental periods that reasonably may begin no later than ninety days after the date the purchaser's interest is recorded in the office of the register of deeds, and any rental/leasing problems, if any: N/A

B. State the name and contact information for any property management company involved (if any): N/A

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: N/A

VIII. EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: N/A

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: N/A

IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A HOMEOWNERS ASSOCIATION WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY LIMIT THE USE OF THIS PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS

	Yes*	No	No Representation
If Yes, owner must complete the attached Residential Property Disclosure Statement Addendum.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

N/A

Owner: (^{Initial} BB) (_____) Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is Page 5 of 6.
Effective 6/1/2023

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own offsite condition inspections and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the onsite or offsite conditions of the property and improvements. Purchaser should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the closing:

- Owner occupied Short sale Bankruptcy Vacant (How long vacant?) _____
- Leased Foreclosure Estate Other: _____
- Subject to Vacation/Short Term Rental

A Residential Property Condition Disclosure Statement Addendum is is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Signed by: BB Date: 1/24/2026 | 9:31 AM PST

Owner Signature: _____
 Owner Printed Name: Brazil Brown

Owner Signature: _____ Date: _____ Time: _____

Owner Printed Name: _____

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of onsite and offsite conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals
- Purchaser has sole responsibility for investigating offsite conditions of the property including, but not limited to, adjacent properties being used for agricultural purposes

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Owner: (BB) (_____) Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is Page 6 of 6. Effective 6/1/2023



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ADDENDUM



Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules (**CCRBR**). These organizations are referred to herein as an owners association.

Purchaser should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchaser is solely responsible to determine what items are covered by the owners association charges.

Property Address: _____

Describe owners association charges: \$ _____ Per _____ (month/year/other)

What is the contact information for the owners association? _____

As owner do you have any actual knowledge of answers to the following questions? Please check the appropriate box to answer the questions below.			
	Yes	No	No Representation
1. Are there owners association charges or common area expenses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there any owners association or CCRBR resale or rental restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the owners association levied any special assessments or similar charges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Do the CCRBR or condominium master deed create guest or visitor restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do the CCRBR or condominium master deed create animal restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the property include assigned parking spaces, lockers, garages or carports?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are keys, key fobs or access codes required to access common or recreational areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Will any membership other than owner association transfer with the properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are there any known common area problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a transfer fee levied to transfer the property?*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(*Questions does not include recording costs related to value or deed stamps.)</i>			

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: _____

Owner Signature: _____ Date: _____ Time: _____

Owner Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____

The Town of James Island held its regularly scheduled meeting on Thursday, March 19, 2026, at 7:00 p.m. at Town Hall, 1122 Dills Bluff Road, James Island, SC. This meeting was also live streamed on the Town's website at: www.jamesislandsc.us/livestream-townmeetings and was held in accordance with the S.C. Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Julia Drayton-Crumblin, Dr. Cynthia Mignano, Darren "Troy" Mullinax, Michael O. Williams, and Mayor Brook Lyon, who presided. Also present: Town Attorney, Brian Quisenberry, Finance Director, Mike Hemmer, Permitting and Licensing Manager, Melissa Flick, Code Enforcement and Facilities, Parker Richardson, Island Sheriff's Patrol, Captain Shawn James, and Deputy Taryn Booth, and Town Clerk, Frances Simmons.

Mayor Lyon called the meeting to order at 7:00 p.m. and introduced herself as Mayor, Town Council, and staff. She recognized Sheriff Carl Ritchie and guests from Charleston County Sheriff's Office: Undersheriff Tyrone Simmons, Chief Deputy Louis Burns, Captain Paul Tittle, and Lieutenant Kasey Owens, The Sheriff's Office was present to take part in the presentation honoring Deputy Jacob Brueckner, Island Sheriff's Patrol Deputy of the Year, 2025. She also introduced JI PSD Commission Chair, Marilyn Clifford.

The Town encourages public participation and welcomes comments prior to the Town Council meetings. Residents wishing to address Council are limited to three (3) minutes and must sign in prior to speaking. Written comments may also be submitted in advance by emailing info@jamesislandsc.us by mail, or by placing them in the drop box at Town Hall.

Opening Exercises: Councilman Dodson led Council in prayer and followed with the Pledge of Allegiance.

Mayor Lyon made a motion to amend the agenda to move ahead Resolution #2026-04 to recognize the Island Sheriff's Patrol Deputy of the Year 2025, seconded by Councilman Boles. No discussion. **Unanimous.**

Resolution #2026-04: Recognizing Island Sheriff Patrol of the Year, Deputy Jacob Brueckner: Motion to approve Resolution # 2026-04 was made by Councilman Dodson, seconded by Councilman Mullinax. No discussion. **Unanimous.**

Mayor Lyon called Deputy Brueckner forward and read the Resolution into the record. Deputy Brueckner was presented with a plaque and \$100.00 in recognition of this honor. Following the presentation, photographs were taken with Deputy Brueckner's family, the Sheriff's Office, Mayor Lyon, and Council.

Mayor Lyon recognized Captain James and Deputy Booth, celebrating their birthdays, which fell on March 16. Council members and attendees joined in wishing them a happy birthday and were invited to enjoy cake.

Presentation of Fiscal Year 2024-2025 Annual Audit: Love Bailey, CPA: Mr. Bailey presented the 2024–2025 Annual Audit. The audit is a five-year comparative review (2021–2025) of the Town's financial position. Mr. Bailey provided an overview of revenues and expenditures, hospitality and accommodations, taxes, capital outlay, and internal controls.

Mr. Bailey informed Council that the audit resulted in an unmodified opinion, indicating that the Town's financial statements are fairly presented in accordance with generally accepted accounting principles (GAAP). The Town remains in a strong financial position, supported by stable revenues, controlled operating trends, and solid liquidity. The fiscal year included significant capital investments, reflecting the Town's continued commitment to long-term community improvements through the use of grants and financing.

Mr. Bailey responded to questions from Council and will return to work with staff on journal entry procedures. Mayor Lyon thanked Mr. Bailey for his presentation. Audit attached.

Presentation by Jennifer Tyrrell, Community Science & Research Program at the Audubon, South Carolina.: Ms. Tyrrell thanked Council for the opportunity to share information on coyotes and delivered a PowerPoint presentation. **Presentation attached**

Mayor Lyon thanked Ms. Tyrrell for her presentation commenting that we receive numerous calls from residents concerned about the safety of their children and pets of coyotes.

Councilman Williams asked whether the coyote population on James Island appears to be increasing or decreasing. Ms. Tyrrell responded that based on casual observation, the population seems relatively steady. However, she explained that without formal biological tracking methods such as trapping and monitoring efforts conducted in places like Kiawah Island, it is difficult to determine population trends with accuracy. She added that she is not aware of any current monitoring efforts by the South Carolina Department of Natural Resources (SCDNR) but will follow up and provide additional information to Councilman Williams.

Public Comment:

Joseph Walters, 792 Folly Road: Mr. Walters thanked the Mayor and Council for the opportunity to speak and for their service. He addressed the proposed raised medians on Folly Road, noting the ongoing community discussion surrounding the issue. He stated that raised medians can lead to higher traffic speeds due to the reduction of “left-hand” turning friction into shopping centers. As a result, traffic tends to move in faster, continuous platoons, which may increase the likelihood of driver-side T-bone collisions.

Mr. Walters asked Council to consider that a vehicle traveling at 40 miles per hour covers 250 feet in approximately 4.26 seconds. He further noted that under normal driving conditions, it takes an average modern vehicle about 4.5 seconds to accelerate to 40 miles per hour. Without acceleration lanes exiting shopping centers, drivers must start from a complete stop and merge into traffic moving at full speed, creating a potentially dangerous situation.

He expressed concern that, to his knowledge, no ingress and egress traffic counts from the commercial core shopping centers have been included in the data used to justify the raised medians. In closing, Mr. Walters questioned whether raised medians might reduce one type of collision while increasing another. He added that the changes would likely divert commercial semi-tractor trailer traffic through the Bayfront and Centerville subdivisions, which could reduce overall safety for James Island residents.

Edward Greene, 1115 Seaside Lane: Mr. Greene, an elder at James Island Presbyterian Church, shared that the congregation includes approximately 1,100 members. He extended an invitation to the Mayor and Council to attend the church’s Annual May Day event on Saturday, May 3 at 11:00 a.m. The church, led by Senior Pastor Dr. Brian Henderson and Associate Pastor C.C. Armstrong, will be celebrating 96 years of history on James Island. Mr. Greene invited the Mayor and Council to participate in the parade and expressed hope that they will be able to attend.

George Hyams, 870 Folly Road: Mr. Hyams spoke regarding the proposed changes to Folly Road. He has done a significant amount of research on this issue and has serious concerns about how this proposal will affect safety and local businesses. He understand that safety is a priority, but it appears the engineers are relying on data that is six to eight years old. Data that does not reflect current conditions. At that time, traffic volumes were much lower, and speed limits were higher. Today, traffic has increased significantly, but it also moves much slower. As a result, the nature of accidents has changed. From what he has observed,

many accidents are caused by drivers attempting to merge or “beat the line” in faster-moving traffic, not necessarily by the conditions this proposal is trying to address.

Another concern is that the analysis being used seems overly generalized. The same modeling is being applied to areas like Greenville, Columbia, and Myrtle Beach. Those cities have multiple access points and alternate routes. In contrast, our area has very limited access.

Bill Lyon, 669 Port Circle: Mr. Lyon stated that he is a member of the Town’s Neighborhood Council and stated that the Neighborhood Council collected over 1,000 signatures in opposition to the proposed medians on Folly Road. He further commented that, in his view, approximately 90 percent of James Island residents would be against the medians.

Marilyn Clifford, 811 W. Madison Avenue: stated that where she lives is affectionately called the “Chick-fil-A Speedway.” People have already figured out that we are not Mount Pleasant. We do not have frontage roads; our neighborhood streets *are* the frontage roads. West Madison Avenue, Jordan Street, Patterson, and Bayfront are carrying traffic they were never designed to handle. She attended the SCDOT presentations and understands it is a very difficult decision to make. She does not oppose the entire project and would support 85% of it. She displayed a folder of pages of the petition from her neighbors. She did not do an online survey because responses could come from anywhere. She went door to door because that is the heart of James Island, and repeatedly heard people say, “Vote no, this is not safe.”

Ms. Clifford said neighborhood streets have a 30-mph speed limit, the same as Camp Road and that is unacceptable given the conditions. There are no sidewalks in many areas, yet they are expected to absorb more traffic. Whether they are Town roads or SCDOT roads, the reality is living with the consequences. We may be a patchwork of jurisdictions, but all share the same priorities; safety and preserving the character of this island. This project may help people get to Folly Beach more efficiently, but at what cost? The safety of residents? Her 88-year-old mother checking her mailbox? Children getting off the school bus? Pets crossing the street? These are real, everyday concerns. There are also practical issues. Who is going to maintain the proposed medians? We have seen what happens elsewhere when maintenance does not keep up and becomes a hazard, not a solution.

Ms. Clifford spoke about the proposed U-turn lanes, and asked if anyone has ever seen a fire engine or pumper truck trying to make that kind of turn? That is simply not feasible. Emergency access must be a part of this conversation. People were told this plan is data-driven and statistically supported. But speaking from experience, they are the ones walking these streets, raising families here, and trying to stay safe. At the same time, we do not want to throw the baby out with the bathwater. There are good elements in this plan. This is also federal funding, and we recognize the opportunity that brings. Everyone is asking that SCDOT meet them halfway; to listen, to adjust, and to work with the community to find a solution that truly fits James Island. As it stands today, this is not a viable solution for our community.

Adam Moore, Nabors Drive: Mayor Lyon read the comment received from Mr. Moore into the record. Attached.

John Peters, 1301 Hampshire Road: Mr. Peters stated that he is opposed to the proposed medians. He acknowledged that Town Council has limited control over the project, noting that the SCDOT will ultimately make the final decision.

He expressed concern that the data and metrics being used to justify the medians are flawed and outdated. He argued that even if statistics show only a small percentage of incidents, serious accidents including fatalities will still occur on Folly Road. He emphasized that accidents would continue to involve both

pedestrians and bicyclists as well as vehicles, and he does not believe the proposed changes will meaningfully improve safety.

Mr. Peters further stated that the medians will restrict traffic flow and worsen congestion. He described current traffic conditions as already heavily congested and predicted the changes would increase “beehive” conditions, leading to more bottlenecks and potentially more rear-end (bumper-to-bumper) collisions.

He also raised concerns about maintenance, noting that existing medians are not well marked or reflective. He noted that many drivers have already struck current medians, indicating that adding more could increase hazards rather than reduce them. Additionally, Mr. Peters highlighted growing safety concerns regarding e-bikes on the island. He warned that without stronger enforcement and safety measures, a serious accident involving a child is likely. He urged the Sheriff’s Office to increase enforcement and take proactive steps to protect young riders, emphasizing the risk of a vehicle-versus-child incident.

Consent Agenda:

Minutes of Town Council Regular Meeting, February 19, 2026: A motion to approve the minutes of the February 19, 2026, meeting was made by Councilwoman Mignano, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously.

Information Reports:

Mayor’s Report: Mayor Lyon reported on the following topics:

- Update on the Art and Community Center at the Hillman lot. Permits has been received and groundbreaking is scheduled for the third week of April 23
- Update on the Greenhill Road drainage and paving: SCDOT is digging the drainage ditch on Dills Bluff and cleaning pipes. They ran into a surprise unknown waterline which has slowed progress and will be addressed. County is planning to clean and brush pavement and then we will reaccess.
- Town Hall repairs
- Update on pavilions for Mill Point and Dock Street Parks: Laura Cabiness has provided a schematic for Mill Point and is working on one for Dock Street.
- She and Planner, Kristen Crane met with the Council of Governments (COG) regarding the Town’s Comprehensive Plan
- An upcoming Transportation Sales Tax (TST) meeting will be held March 30 at 6:30 p.m. at Town Hall.
- Narcan Training was held last night at Town Hall. The next Narcan Training is April 15.
- Open mic Poetry reading is scheduled for March 25. There were 76 attendees at the February event.
- First Friday Town Market will be held April 3. Captain Shawn James will be the DJ at this event.

Finance Report: Mr. Hemmer presented the March Finance Report that reflected the period ending February 28, 2026. He announced that a Budget Workshop for the 2027 proposed budget will be held on Thursday, April 2 and that an amended budget would be prepared as well for May. Report accepted as information.

Island Sheriff’s Patrol: Captain James addressed the ongoing concerns regarding e-bikes, particularly noting a significant increase in activity in the Fort Johnson and Harborview areas. He explained that the current laws governing e-bikes are complex and often confusing, as they attempt to distinguish between bicycles, mopeds, and motor vehicles based on factors such as the presence of pedals and motor wattage. He outlined that:

- E-bikes with pedals and a motor of **750 watts or less** are classified as bicycles.
- Those between **750 and 1,500 watts** are treated as mopeds.

- Those exceeding **1,500 watts** are considered motor vehicles.

However, enforcement becomes more difficult when bikes do not have pedals. In cases where such vehicles are under 750 watts, there is currently a statutory gap that limits enforcement. If they exceed 750 watts, they may be treated as mopeds. A major challenge for law enforcement is determining the actual wattage of these vehicles, as this information is often not readily available or verifiable in the field.

He emphasized that officers frequently encounter riders engaging in reckless behavior—such as performing stunts, weaving through traffic, or riding at excessive speeds—rather than simply riding responsibly. In these cases, enforcement efforts often shift toward holding parents accountable, particularly when underage riders are operating vehicles that legally require a license.

Captain James also stressed the importance of community involvement. Despite numerous complaints voiced informally, there has been a lack of official calls for service. He urged residents to report incidents through the non-emergency dispatch line (843-743-7200), noting that increased call volume helps direct law enforcement presence and response.

Law enforcement has begun tracking encounters and increasing patrols, especially during peak times such as after school hours, weekends, and school breaks. Education remains the initial approach but repeat encounters may lead to stronger enforcement actions.

In addition to e-bike concerns, Captain James provided a brief update on recent criminal activity for the month. He also highlighted the impact of the hands-free driving law. Increased enforcement, including issuing multiple citations in a single day, appears to be reducing distracted driving. While not a complete solution, he expressed confidence that continued enforcement will help decrease traffic accidents, particularly rear-end collisions.

Public Works Report: Melissa Flick, Permitting and Licensing Manager, presented an overview of the Public Works Report, which was accepted as information. She also informed Mr. Greene, who was in attendance, that the City of Charleston has awarded a contract to clean and trim the end of the connector and Folly Road.

Code Enforcement Report: Ms. Richardson presented the monthly Code Enforcement Report, which was received as information. Councilwoman Mignano asked about a property in the 1200 block of Fort Johnson Road involving a two-story garage, noting her belief that the property may fall within the City of Charleston's jurisdiction. Ms. Richardson stated she would follow up with Councilwoman Mignano to obtain more specific information.

Requests for Consideration by Staff:

Audio Visual Equipment Update Estimate: Mayor Lyon presented an estimate to update the audio-visual (A/V) equipment in Council Chambers, noting that the current system is inconsistent and frequently causes technical issues. Staff have often needed to come in during off-hours to assist groups encountering problems. Mr. Hemmer confirmed that these issues are ongoing.

A quote of **\$21,000** was received from **Bespoke Smarter Homes** for the upgrade to the A/V system in Council Chambers. Councilwoman Drayton-Crumblin made a motion to approve the expenditure, which was seconded by Councilman Dodson. Mr. Hemmer confirmed that funding is available within the **Capital Improvements budget**, as some planned items will not need to be purchased at this time. He also addressed Council questions regarding the expected lifespan of the upgraded system. Mayor Lyon added that this will be a great enhancement for our meetings as well as for groups who use Council Chambers.

Vote:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Requests for Consideration by Council:

Nabors Drive Proposal for Construction Drawings and Permitting: Mayor Lyon introduced the agenda item and announced that Laura Cabiness was present to answer questions.

Council was reminded that this project has been in development for quite some time. The Town has maintained \$235,000 in its capital budget for the project since before the current administration. The total estimated project cost is approximately \$700,000. The breakdown of the road is roughly 50% in the City, 33% in the Town, and 13% in the County.

Mayor Lyon noted that the project represents an important connection for the community and has been a priority for many residents. The Town was recently awarded \$230,000 from the Transportation Sales Tax (TST) Committee, which would be used toward this project if approved. Combined with the Town's existing budget allocation, a total of \$465,000 is currently available.

It was further noted that while the City does not currently have funding allocated in its budget, it has applied for TST funding to contribute to the project. Councilwoman Leslie Skardon has submitted a request on behalf of the City, and there is optimism that additional funding will be secured. Hopefully the City will come through with funding.

During discussion, it was confirmed that the TST funds are earmarked specifically for this project and cannot be redirected.

A motion was made by Councilman Boles and seconded by Councilman Mullinax to approve the proposal. No further discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Mayor Lyon concluded by noting that the approval would be welcome news for residents in the Nabors Drive community.

Refurbish/Repair Trim at Town Hall: Mayor Lyon presented a request for refurbishment and repair of wood trim at Town Hall. She said the trim is showing significant wear and deterioration, similar to the previous

condition of the Town's deck prior to its recent repairs. The wood has not been properly maintained and requires sanding, staining, and sealing to prevent further damage and potential rot.

Four quotes were received for the project. One was submitted by Rogers American Construction Company, a General Contractor that previously completed the Town's deck and shutter work with high-quality results. The remaining three quotes were from painting contractors, Pettigrew Painting, LLC; Palm Multiservices; and O&R Sanchez Painting, recommended by a long-time Sherwin-Williams representative.

Council was advised that the quotes varied widely in cost. Concerns were raised regarding Palm Multiservices' estimate, specifically that the cost for power washing appeared excessively high while other portions of the bid seemed underpriced. O&R Sanchez Painting was noted to be professional and thorough, but their overall cost was considered significantly higher than the other proposals.

Based on prior experience and overall value, Mayor Lyon recommended either Rogers American Construction Company or Pettigrew Painting, LLC, with a preference for Pettigrew Painting due to its more competitive pricing and confidence in the quality of work. All contractors were confirmed to carry workers' compensation and liability insurance.

A motion was initially made and seconded but later withdrawn to allow for more specificity. A revised motion was made by Councilwoman Mignano to approve Pettigrew Painting, LLC for the project, seconded by Councilman Boles.

During discussion, it was confirmed that the scope of work includes power washing, light sanding, and application of two coats of stain to all trim, including soffits, columns, window frames, shutters, and porch ceilings. It was also noted that the building siding may only require cleaning rather than repainting, depending on the results of the power washing.

Mayor Lyon noted the importance of proactive maintenance to preserve the existing wood and avoid costly replacements. It was further noted that regular staining every few years will be necessary to maintain the condition of the trim going forward.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Committee Reports:

Land Use Committee: Mayor Lyon announced that no Planning or Board of Zoning Appeals (BZA) meetings were held this month. The Planning Commission will hear a rezoning case in April and the BZA will hear three setback cases.

Environment and Beautification Committee: Councilwoman Drayton-Crumblin reported that James Island Pride has rescheduled its meetings to take place prior to Town Council meetings at 6:00 p.m. The group will host a community-wide litter pickup on May 9 in partnership with Adopt-a-Highway and Keep

Charleston Beautiful. All James Island residents are encouraged to participate. Flyers have already been distributed throughout the community.

Councilwoman Drayton-Crumblin shared that she has coordinated with local law enforcement to ensure coverage in the Riverland Drive area. Additional cleanup locations are expected to include Highway 30 near Wells Fargo and the former IHOP site, along with several smaller neighborhood areas. Final location details will be shared with the public once confirmed. This initiative represents an exciting opportunity to enhance the beauty of James Island, and strong community participation is anticipated.

The committee is proposing to rename the Environment and Beautification Committee to “James Island Pride Beautification” to provide a clearer and more recognizable identity within the community.

Children’s Committee: Councilwoman Mignano announced that the Children’s Committee is planning to host its second annual Children’s Festival on April 24. Plans are being finalized and additional information will be shared soon.

Neighborhood Council: Councilman Mullinax announced the next meeting of Neighborhood Council on March 26 at 6:00 p.m. One topic of discussion by the Council will be about e-bikes.

History Committee: Councilman Williams reported that the History Council participated in a retreat at Mill Point Park this past Saturday, where a deeper dive into several ongoing initiatives were discussed. The primary focus remains consistent over the past year to year-and-a-half working on historic markers and the Town Market. He noted that the Town Market has proven to be an especially effective platform for both engagement and education. This past month, the focus was on historic markers and in the coming month they plan to highlight the Arts Center and explore its role in helping to communicate the history of that site.

Appointment of Jason Williams: Motion to appoint Jason Williams to serve on the History Council was made by Councilman Williams, seconded by Councilman Mullinax. Councilman Williams added that Mr. Williams is a history teacher at the Magnet School and comes highly recommended. **Unanimous**

ReThink Folly Road: Councilwoman Drayton-Crumblin reported that the Steering Committee has updated its 2026 work plan for the year. She complimented Councilwoman Leslie Skardon for playing a significant role in helping guide this effort, ensuring that the Committee remains focused on key priorities, particularly those related to ongoing projects along Folly Road. In addition, the Town’s website will be updated to reflect current initiatives and progress. Once those updates are complete, information will be shared including detailed information on the various phases of work taking place along the Folly Road corridor.

Drainage Committee: No Report.

Business Development Committee: No Report.

Trees Advisory Committee: Mayor Lyon reported that the Tree Advisory Committee met today at Camp Road Middle School. She and Councilwoman Drayton-Crumblin were in attendance, and it was a great experience. They observe students planting some of Shumard Oaks that were distributed during our recent tree giveaway. Deputy Booth and Parker Richardson also joined them and overall, it was a very enjoyable and rewarding event.

James Island Intergovernmental Council: Mayor Lyon announced that the next meeting would be held on Wednesday, April 29 at 7:00 p.m. at the Town Hall.

Accommodations Tax Committee: No Report.

James Island Arts Council: Mayor Lyon announced that the Arts Council met this week and is working on a gallery display. The next meeting will be held Tuesday, April 28 at 6:00 p.m. at the Town Hall. Renderings of the Arts and Community Center were on display for everyone to see.

Parks and Gardens Council: Mayor Lyon announced that plans are gearing up for spring projects in the Town.

Proclamations and Resolutions:

Resolution #2026-05: Municipal Agreement Folly Road (SC 171) Safety Improvements: Mayor Lyon stated that she spoke earlier today with Spencer Wetmore regarding the issue. She acknowledged the significant public attention, noting media presence from Channels 5 and 4, a large turnout of residents, and substantial community concern reflected in petition signatures.

She stated that Council could approve the municipal agreement authorizing the Mayor to sign, table the matter, reject it, or pursue an alternative course of action. She noted the document was sent shortly after Shawn Salley had previously indicated he would explore additional options.

A motion was made by Councilman Dodson, seconded by Councilman Mullinax, to authorize the Mayor to formally request that the South Carolina Department of Transportation remove the controversial medians from the Folly Road Project in the Town of James Island jurisdiction and replace them with other effective safety measures.

Mayor Lyon emphasized that while the Town supports the majority of the proposed safety improvements, there are serious concerns about the medians. She cited potential impacts on neighborhoods, businesses, and traffic flow, including the risk of vehicle backups extending into through lanes. She also relayed that Representative Wetmore indicated federal funding for sidewalks and other improvements may depend on inclusion of the medians, though it remains unclear whether alternative designs have been formally presented to federal agencies.

Councilman Mullinax recommended reaching out to federal representatives, including Nancy Mace, Lindsey Graham, and Tim Scott, to obtain clarification directly from federal sources rather than relying solely on SCDOT. He emphasized the importance of independent verification regarding funding requirements.

Discussion continued with concerns about SCDOT and the current plan. Mayor Lyon noted that during a follow-up meeting, Mr. Salley appeared noncommittal and somewhat defensive of the project and did not provide a clear answer on whether changes would be pursued.

Council members expressed unified opposition to the medians while strongly supporting the remainder of the project. Emphasis was placed on preserving approximately 90% of the proposed improvements while advocating for modifications to the median design. Several members stressed the need for sustained and proactive engagement at the federal level to ensure funding is not jeopardized.

An additional point raised included: The need to consult the South Carolina Attorney General regarding potential liability concerns.

Observations that many accidents cited were rear-end collisions, not those typically mitigated by medians. Reference to the newly implemented hands-free driving law as a potential factor in reducing accidents.

Concerns based on experiences in other municipalities where medians have negatively impacted businesses and traffic flow.

Councilman Boles stated the issue as fundamentally political and that community opposition should carry decisive weight.

Mayor Lyon asked for the motion to be restated.

MOTION: to authorize the Mayor to formally request that the South Carolina Department of Transportation remove the controversial medians from the Folly Road Project in the Town of James Island jurisdiction and replace them with other effective safety measures.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Mayor Lyon confirmed that she will proceed with the formal request to SCDOT and that Council will coordinate outreach to federal officials to advocate for the project's continuation without the medians.

Resolution #2026-06: Consideration of Funding from SC Senate and House for Drainage in Bayfront S/D:

Mayor Lyon introduced the agenda item that state legislators are offering earmark funding opportunities this year. She stated that Town Engineer Laura Cabiness assisted significantly with choosing the project and that, according to the Island-Wide Drainage Study, the Bayfront area ranks among the highest priority locations for drainage improvements. She called on Melissa Flick, Permitting and Licensing Manager, to provide an overview.

Ms. Flick stated that Bayfront is one of the most impacted areas within the James Island Creek Basin. She highlighted a specific example of a resident on Kemper Drive whose property is severely affected by an outfall that causes ongoing erosion during storms and high tides. The situation is further complicated by overlapping jurisdictional responsibilities involving the South Carolina Department of Transportation (SCDOT), the Town of James Island, Charleston County, and the City of Charleston, as the drainage system transitions into the creek.

Council was advised that while the issue is particularly visible at this property, it reflects a broader neighborhood drainage problem. Addressing the outfall is considered a critical first step in improving overall drainage conditions in the area. Ms. Flick also noted that increased traffic diversion into Bayfront could exacerbate existing drainage and roadway concerns if improvements are not made.

The proposed funding request would require a 20% local match, estimated at \$126,000. If awarded, the Town plans to utilize available funds from its Stormwater account with Charleston County, which currently maintains a balance exceeding \$500,000, with additional annual contributions. The match would be incorporated into the upcoming fiscal year budget, and eligible costs may be reimbursable through the Stormwater fund. A motion was made by Councilman Mullinax, seconded by Councilman Boles. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Resolution #2026-07: Request to Apply for PARD Grant: Mayor Lyon stated that this is another grant with a 20% match. The grant is in the amount of \$7,360.89 and our match is approximately \$1,500. This grant is to assist in developing and improving local parks and recreation facilities. We plan to use it for Dock Street Park where we are currently planning to build restrooms on the site where the playground is and then move the playground over towards the water. This would be a perfect fit for Dock Street, and it desperately needs a facelift. We have done some minor upfitting and are currently completing repairs on the dock. This will be a great help. No discussion.

Motion to approve was made by Councilman Boles, seconded by Councilman Dodson.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Mayor Lyon added that as with all PARD grants we do not get the money until we do the work and send in a request for reimbursement for the grant. We hope this will be done within the next budget year.

Ordinances up for First Reading: None.

Ordinances up for Second/Final Reading:

Ordinance #20226-01: An Ordinance Amending the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) Article 153.026, Section (D) and Article 153.027, Section (D) to increase the Membership of the Planning Commission and Board of Zoning Appeals: Mayor Lyon stated that this Ordinance is intended to allow the newly elected Council members to make their appointments to the Board of Zoning Appeals and the Planning Commission. The change increases the number of members on each body from five to seven members. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye

Mayor Lyon
Unanimous

Aye

Old Business: None.

New Business: None.

Executive Session: Mayor Lyon announced that the Town Council may enter into an Executive Session in accordance with Code of Laws of South Carolina 30-4-70(A) (2) for the receipt of legal advice regarding litigation matters regarding KT Properties, LLC vs. Town of James Island and contractual matters involving third party services. Upon returning to Open Session the Council may act on matters in the Executive Session.

Motion to enter into the Executive Session was made by Councilman Boles, seconded by Councilman Dodson. No discussion. **Unanimous** to enter at 9:14 p.m.

Return to Regular Session: Mayor Lyon asked for a motion to return to Open Session at 9:58 p.m. Motion made by Councilman Boles, seconded by Councilwoman Mignano. **Unanimous.** Mayor Lyon announced that no votes were taken during the Executive Session.

Announcements:

All of Council thanked the staff and everyone that attended tonight's meeting. Councilman Williams added a special thank you to Autumn Fralix with Animal Control for removing the injured ducks on his property.

Adjournment: There being no further business to come before the body, the meeting adjourned at 10:02 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

Town of James Island

Audit Year: FY2025

Audit Results

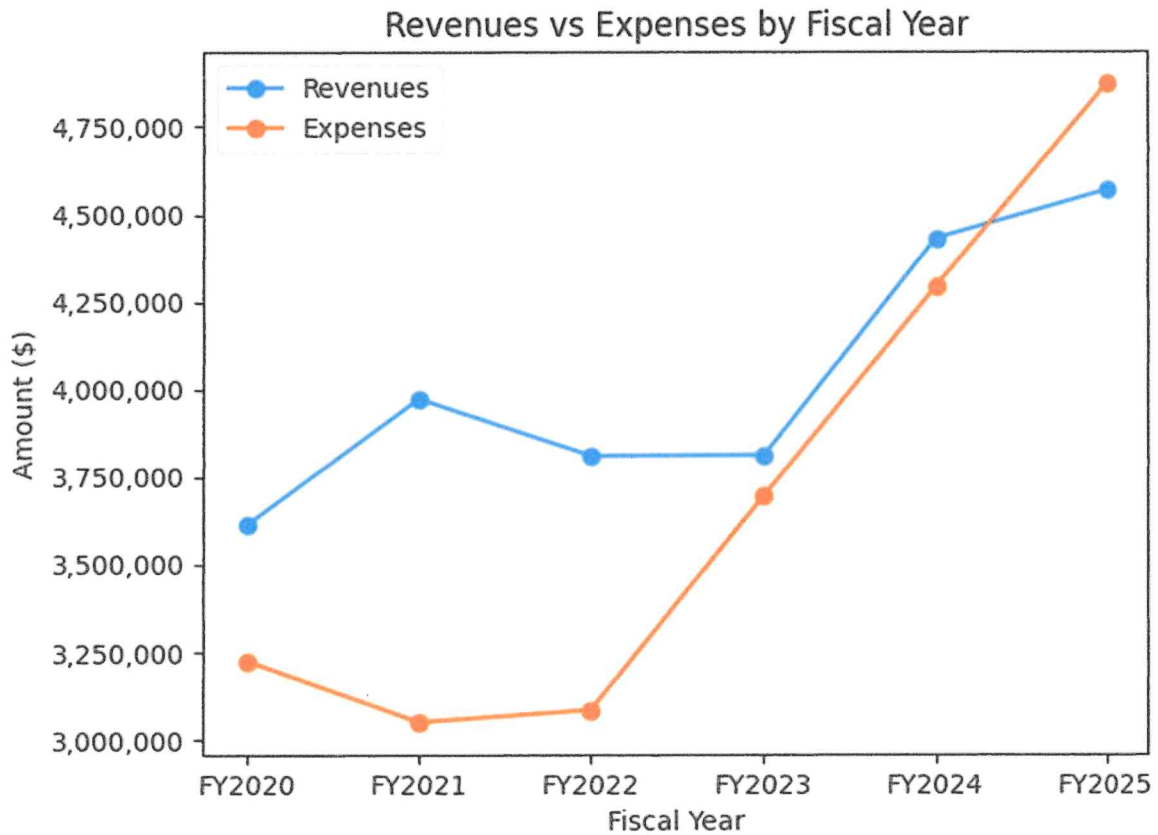
- Unmodified opinion
- No material issues but 1 finding

General Funds

Key Financial Highlights

- Operating Revenues: \$4.567m (\$4.428m FY24)
- Operating Expenses: \$4.873m (\$4.291m FY24)
 - Overall expenses were up \$581k | legal +\$140 | Facilities expense up (Street Lights +\$76k & Maint. \$6k) Salaries/Benefits up (officer pay/benefits \$140k) | PSD Pmt +\$76k
 - Overall operating expenses (not capital outlay) was within \$9k of the FY25 budget

General Funds Operating Revenue/Expense



***\$1.36m PSD expense not expected in FY2026, as well as onetime legal costs

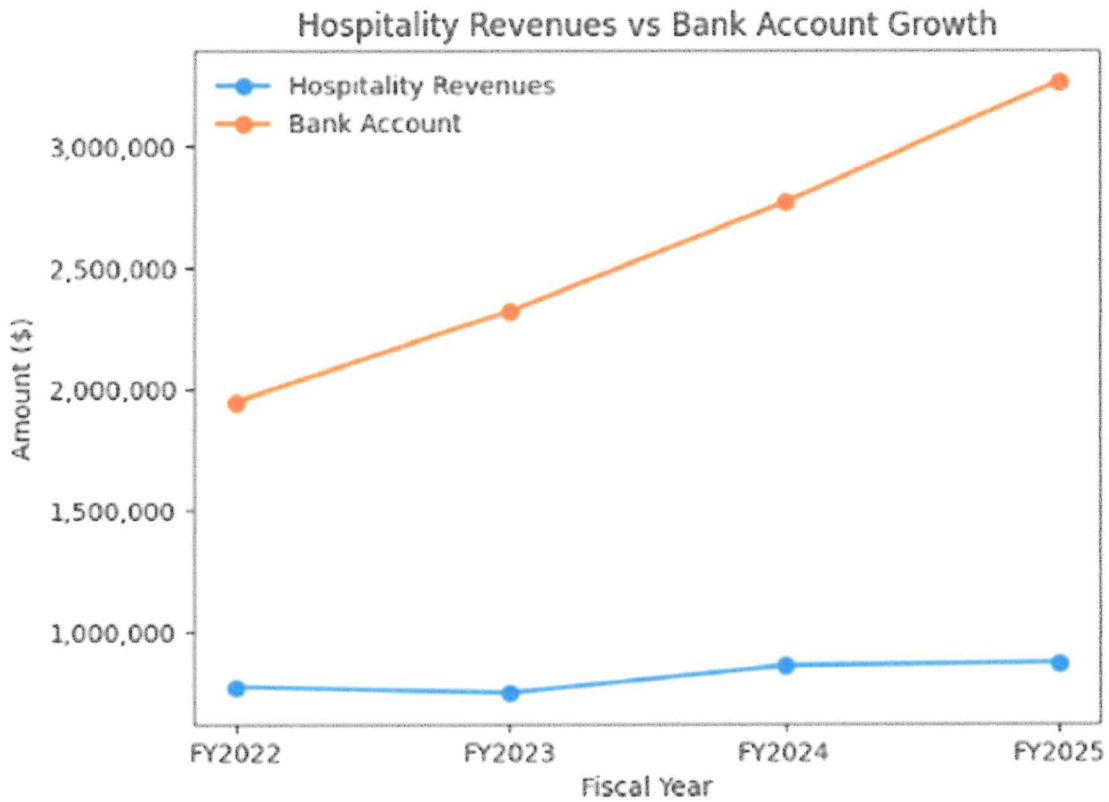
Expense Breakout

	FY2021	FY2022	FY2023	FY2024	FY2025
Salaries+Benefits	69.3%	63.7%	60.9%	55.0%	55.5%
Insurance	1.9%	2.3%	3.5%	2.4%	2.2%
Maintenance	7.3%	8.2%	5.0%	3.4%	3.2%
Utilities/Phone/Office	8.6%	8.7%	8.3%	7.2%	8.3%
Computers/IT	2.4%	3.6%	3.4%	5.4%	3.8%
Community Projects	3.4%	2.5%	3.1%	2.7%	3.5%
Professional Fee (legal)	2.4%	0.0%	2.6%	8.2%	11.0%
	95.2%	89.0%	86.8%	84.4%	87.5%

Other Funds

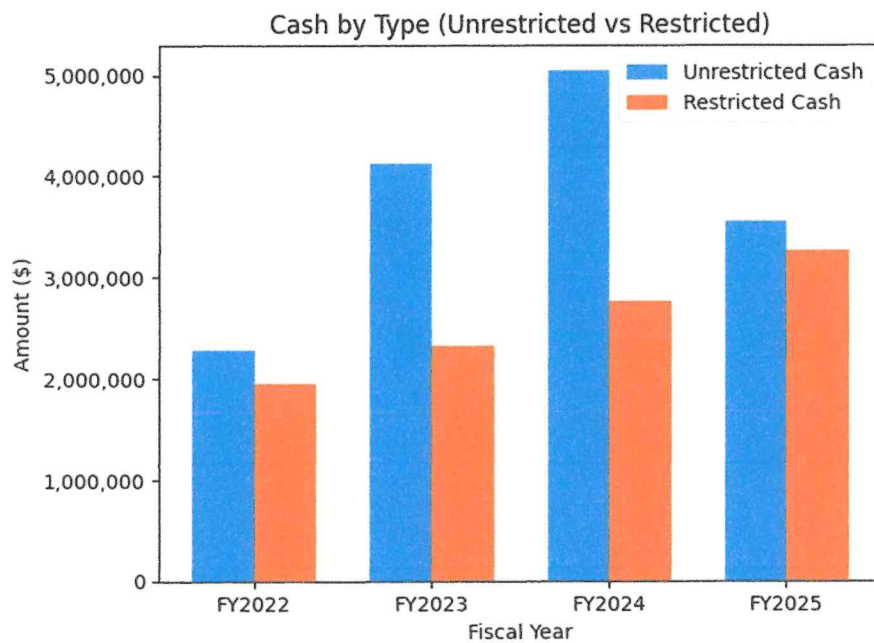
Key Financial Highlights

- Revenues: Hospitality/Accom Funds \$870k (\$857k FY24) | Stormwater \$350k (\$367k FY24)
- Expenses: Hospitality/Accom Funds \$372k (\$390k FY24) | Stormwater \$374k (\$220k FY24)



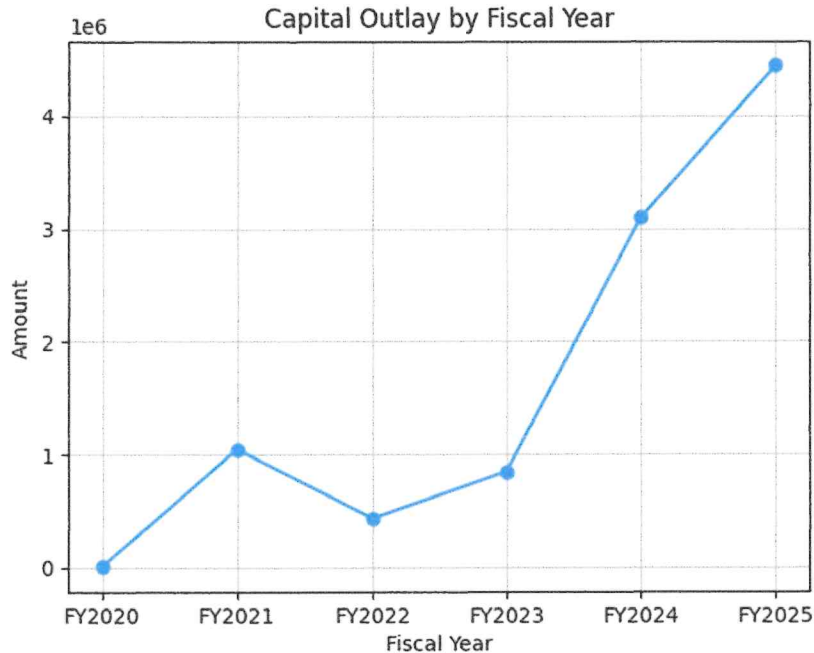
Liquidity

- Cash Balances: Unrestricted \$3.55m | Restricted \$4.01m
- COH (unrestricted cash) is approx. 365days | strong liquidity position



Capital Outlay

- Capital Outlay: \$4.44m
 - \$3.34m Greenbelt Land (\$938k Grant and \$2.4m note)
 - \$922k Drainage Projects
 - \$137k Facilities Improvements | \$47k Vehicle



Internal Controls

The Town has appropriate internal controls in place for its size and operations:

- Segregation of duties between recording, approval, and reconciliation processes
- Mayor review and approval of disbursements, payroll, and key financial activity
- Monthly bank and account reconciliations
- Dual signatures required on checks
- Budget-to-actual reporting provided to Council regularly

One finding related to financial reporting and year-end adjustments

- Issue is technical in nature (GAAP reporting)
- No issues related to cash, fraud, or misuse of funds
- Day-to-day operations and cash processes are operating effectively
- This is not uncommon for towns this size—we're really talking about year-end technical reporting, not anything operational or cash-related.

These controls provide reasonable assurance that Town assets are safeguarded and financial activity is properly recorded. However additional training is planned to strengthen financial reporting processes for complex year-end financial reporting

Overall Summary

The Town received an unmodified ("clean") audit opinion, indicating the financial statements are fairly presented in accordance with GAAP. Overall, the Town remains in a strong financial position, supported by stable revenues, controlled operating trends, and solid liquidity. The year included significant capital investments reflecting a continued commitment to long-term community improvements through the use of grants and financing. Overall, the Town is financially stable, well-managed, and positioned for continued success.

**TOWN OF JAMES ISLAND
 STMT OF REVENUE/EXPENSES COMPARISON SUMMARY
 GENERAL FUND**

	FY2021	FY2022	FY2023	FY2024	FY2025
Revenues					
LOST	1,680,661	1,750,114	1,837,256	1,885,954	2,162,460
Business Licenses	399,877	384,411	499,280	576,461	408,452
State Aid	278,465	263,279	275,661	289,478	303,889
Franchise Fees/MASC	1,140,893	1,134,682	1,090,140	1,541,450	1,416,850
Permits/Charges	31,031	31,691	42,504	32,271	186,343
Homestead	50,061	48,020	46,792	46,147	46,285
All other	390,953	196,460	18,438	57,043	42,859
	<u>3,971,941</u>	<u>3,808,657</u>	<u>3,810,071</u>	<u>4,428,804</u>	<u>4,567,138</u>
Expenses					
General government	689,956	789,167	866,485	1,906,673	1,879,028
Elected officials	97,093	110,965	116,838	135,713	149,618
Planning	147,912	167,365	185,852	2,801	14,561
Public works	363,294	173,206	408,212	149,912	190,401
Building inspection	88,271	46,923	58,541	17,774	583
Code and safety	480,519	431,368	470,165	464,022	600,569
Parks and community	83,874	75,694	94,478	130,148	157,904
Facilities and equipment	192,619	218,736	223,312	199,836	519,897
JIPSD tax relief	905,000	1,069,000	1,269,996	1,284,000	1,360,000
Operating Expenditures	<u>3,048,538</u>	<u>3,082,424</u>	<u>3,693,879</u>	<u>4,290,879</u>	<u>4,872,561</u>
Operating Income	923,403	726,233	116,192	137,925	(305,423)
Other (Uses(Sources)					
Capital Outlay	(1,046,415)	(434,602)	(848,837)	(3,097,314)	(4,442,738)
Debt proceeds	-	-	-	-	2,400,000
Grants	-	-	-	1,019,868	988,140
ARPA	-	182,224	846,523	2,178,639	501,875
Interest	459	437	2,939	99,471	238,516
	<u>(1,045,956)</u>	<u>(251,941)</u>	<u>625</u>	<u>200,664</u>	<u>(314,207)</u>
Change in Fund Balance	<u>(122,553)</u>	<u>474,292</u>	<u>116,817</u>	<u>338,589</u>	<u>(619,630)</u>
	FY2021	FY2022	FY2023	FY2024	FY2025
Salaries+Benefits	69.3%	63.7%	60.9%	55.0%	55.5%
Insurance	1.9%	2.3%	3.5%	2.4%	2.2%
Maintenance	7.3%	8.2%	5.0%	3.4%	3.2%
Utilities/Phone/Office	8.6%	8.7%	8.3%	7.2%	8.3%
Computers/IT	2.4%	3.6%	3.4%	5.4%	3.8%
Community Projects	3.4%	2.5%	3.1%	2.7%	3.5%
Professional Fee (legal)	2.4%	0.0%	2.6%	8.2%	11.0%
	<u>95.2%</u>	<u>89.0%</u>	<u>86.8%</u>	<u>84.4%</u>	<u>87.5%</u>

Overall expenses were up \$581k | legal +\$140 | Salaries/Benefits +\$296 (officer pay \$115k + overall benefits expenses was A up)| Tax Relief +\$76k | Street Lights +\$76k
 B Land \$3.34m | Drainage Projects \$922k

**TOWN OF JAMES ISLAND
BALANCE SHEET COMPARISON SUMMARY
GOVERNMENTAL FUNDS**

	General Fund FY2021	General Fund FY2022	General Fund FY2023	General Fund FY2024	General Fund FY2025
Assets					
Cash	\$ 3,326,620	\$ 2,275,146	\$ 4,117,346	\$ 5,042,348	\$ 3,554,057
Restricted	-	1,672,407	2,680,514	3,538,805	4,011,989
Receivables	680,793	637,964	543,807	769,590	834,771
Prepays	5,462	6,791	7,805	11,292	11,292
Capital assets	9,750,934	10,095,775	10,703,767	13,453,090	17,496,776
	<u>13,763,809</u>	<u>14,688,083</u>	<u>18,053,239</u>	<u>22,815,125</u>	<u>25,908,885</u>
Liabilities					
Accounts payable	209,964	269,375	120,533	361,051	8,829
Accrued expenses	33,952	79,936	115,420	119,149	54,818
Deferred Revenue	-	1,672,407	2,766,514	657,436	656,456
Compensated absences	72,943	39,420	67,831	76,902	97,293
Debt	-	-	-	-	2,400,000
Pension, net	1,438,947	1,506,735	1,587,112	1,574,486	1,629,942
	<u>1,755,806</u>	<u>3,567,873</u>	<u>4,657,410</u>	<u>2,789,024</u>	<u>4,847,338</u>
Net Position	<u>\$ 12,008,003</u>	<u>\$ 11,120,210</u>	<u>\$ 13,395,829</u>	<u>\$ 20,026,101</u>	<u>\$ 21,061,547</u>
COH (unrestricted-tax relief)	558.69	406.80	611.52	603.70	364.25
Quick Ratio	12.66	7.51	15.37	10.45	27.34

Coyotes

JENNIFER MCCARTHEY TYRRELL

CHARLESTON HISTORY SOCIETY

AUDUBON SOUTH CAROLINA

MASTER BIRD BANDER

BS BIOLOGY AND MARINE SCIENCE COASTAL
CAROLINA UNIVERSITY

MS ENVIRONMENTAL STUDIES COLLEGE OF
CHARLESTON



Why are they here?

Predators

- They're here because red wolves aren't.
- Killing off Red Wolves created a vacuum
- No other large predators around, bears and cougars – a void in the food chain
- Coyotes are naturally expanding their range
- This won't stop



Why are they here in our neighborhoods

Food!

- Coyotes eat food scraps, fruit and veggies
- They will eat small prey – squirrels, small dogs, outside cats, chickens





Trapping and Killing

Control methods that don't fix the problem

- Trapping and euthanizing – puts pressure on the population and makes breeding pups increase
- Leg traps, poison and snares – these animals are dogs, meaning anything that hurts them will hurt a pet dog, cat, fox, racoon, bobcat, child. – non target species
- Shooting to kill – again pressures population to expand, dangerous in communities – could have mistaken identity – a loose pet dog

What can be done?

Control what we can – food sources

- Secure compost
- Secure trash
- Reinforce chicken coups
- Reinforce yard fencing for pets
- Don't leave small pets unattended or loose.
- Don't leave pet food outside
- Keep domestic pet cats indoors



What can be done?

Negative interactions-

- If a coyote seems to be acclimating and threatening, create negative interactions, yell, bang pots and pans, look intimidating to the coyote to scare it off.
- While on walks carry a can of rocks or an airhorn to use if you feel a coyote is too close or interested.
- Aggressive Coyotes should be reported.
- Don't try and befriend or feed coyotes, that will exacerbate aggression.





Conclusions

- Coyotes aren't going away
- Controlling through removal and killing will only encourage more breeding. Reporting and removing nuisance / aggressive coyotes should be done on a case by case basis.
- Controlling access food sources – trash, compost, pet food
- Protecting pets – don't let small pets loose or unattended, secure and predator proof chicken coops - should be done regardless for hawks, owls, racoons, possums etc.
- Paying for trapping and removal to get rid of Coyotes is an endless money pit, should be used for nuisance or aggressive coyotes on a case by case basis.

Coyotes

CONTACT:
JENNIFER.TYRRELL@AUDUBON.ORG



Council Chambers AV System Upgrades
Quote 1037 rev 2 - Valid until 3/20/26

Bespoke Smarter Homes
843-237-7653
Charleston, SC
29412

Prepared by:
Alexandre Swann
404-263-2614
alex@bespokesmarterhomes.com



James Island Town Hall
Council Chambers AV System Upgrades
REF: 1037

Prepared for:
Brook Lyon
843-670-1314
blyon@jamesislandsc.us
1122 Dills Bluff Rd
Charleston, SC
29412

Installation
1122 Dills Bluff Rd
Charleston, SC
29412

Statement of Confidentiality

Project Overview - Council Chambers AV System Upgrades - REF: 1037

Date: 03/13/26

Expires: 03/20/26

Prepared by: Alexandre Swann

Dear Town of James Island,

Thank you for the opportunity to help improve the technology systems in the Town's Council Chambers. The goal of this project is simple: make the room more **reliable**, easier for staff and presenters to **use day to day**, and easier to **support long-term**, without adding unnecessary complexity.

This proposal focuses on modernizing the room's **video system**, simplifying operation by consolidating control into the existing **Q-SYS** platform, replacing the aging **projector**, and rebuilding the necessary **programming & integration** so the Council Chambers functions as one complete, supportable system. Once complete, the room should feel more **intuitive**, more **consistent**, and far less dependent on troubleshooting during normal meetings.

System Simplification & Video Reliability

- Remove the existing **Control4 video control layer** and consolidate room operation into **one primary Q-SYS ecosystem**.
- Replace the current patchwork of third-party HDMI switching and extension hardware with a more modern, **Q-SYS-integrated video signal path**.
- Improve everyday usability so staff and presenters can walk up, connect a source, and operate the room with greater confidence and consistency.

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Deny

Accept

- Create a cleaner system architecture so the room behaves more like **one complete system** rather than several disconnected pieces.

Projector Upgrade

- Replace the existing older projector with a new **commercial laser projector** better suited to current standards and long-term use.
- Improve image performance with a **brighter output**, updated source compatibility, and a more modern display platform.
- Reduce ongoing maintenance by eliminating routine **lamp replacements** and the brightness decline typically associated with traditional bulb-based projection.

Programming, Commissioning & Ongoing Support

- Rebuild and recommission the required portions of the room's programming since the original **Q-SYS project file** and installer credentials are not available.
- Use a **QSC-certified programmer** for the bulk of the programming work while maintaining a **local point of contact** for project management, installation, and support.
- Continue Q-SYS training so the Town has a clearer **long-term support path** after the initial project is complete.

[CLICK HERE TO VIEW THE FULL PROPOSAL](#)

Notes

1. This proposal assumes the Town's existing **Q-SYS core processor**, touchscreen, cameras, microphones, speakers, and network switch remain in place and continue functioning as expected.
2. The original **Q-SYS programming file** and installer credentials are not currently available, so portions of the system will need to be **rebuilt and recommissioned** as part of this project.
3. Final programming and integration details may be refined during commissioning based on existing field conditions and the behavior of retained legacy equipment.
4. The intent of this project is to provide a more **unified, reliable, and easier-to-use** Council Chambers system using the Town's existing Q-SYS platform wherever practical.

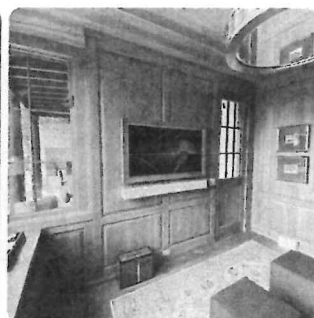
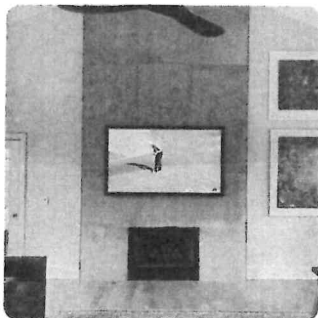
About us

With over a decade of experience in custom home technology, Bespoke Smarter Homes designs and installs clean, reliable systems—AV, networking, lighting, cameras, automation and more—with an emphasis on simplicity and long-term support.

Clean installs | Simple control | Stable networks | Ongoing support

Recent Work

[View full gallery →](#)



[Show more photos \(tap to expand\)](#)

Project Summary

Systems	Labor Total	Product Total
Video System Upgrade	\$2,728.00	\$12,371.53
Projector Upgrade	\$190.52	\$3,788.50
Client Onboarding Essentials	\$299.90	\$979.03
Systems Total	\$20,357.48	
Sales Tax	\$1,542.52	
Total Cost	\$21,900.00	

[View details](#)



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Accept

Systems	Total
Video System Upgrade	\$12,371.53
Projector Upgrade	\$3,788.50
Client Onboarding Essentials	\$979.03

Product Total \$17,139.06

Labor	Hours	Total
Install	4.65	\$511.50
Programming	21.20	\$2,706.92

Labor Total \$3,218.42

Audio & Video

Video System Upgrade

Video Output for Rear TV	1	\$2,467.8
Q-SYS NV-21 Video Endpoint and Accessories		4
NV-21-HU HDMI Switcher		1
QSC / QSC-NV-21-HU		
Pearl 48 8K-10K HDMI Cable - 1.5m		1
AudioQuest / HDM48PEA150		
Video Output for Projector	1	\$2,458.5
Q-SYS NV-21 Video Endpoint and Accessories		9
NV-21-HU HDMI Switcher		1
QSC / QSC-NV-21-HU		
Pearl 48 8K-10K HDMI Cable - 0.75m		1
AudioQuest / HDM48PEA075		
Video Input for Podium	1	\$2,495.5
Q-SYS NV-21 Video Endpoint and Accessories		6
NV-21-HU HDMI Switcher		1
QSC / QSC-NV-21-HU		
Pearl 48 8K-10K HDMI Cable - 3m		1
AudioQuest		
Video Input for Main Desk	1	\$2,481.7
Q-SYS NV-21 Video Endpoint and Accessories		0
NV-21-HU HDMI Switcher		1
QSC / QSC-NV-21-HU		

AudioQuest / HDM48PEA225

Video Input for Apple TV		
Q-SYS NV-21 Video Endpoint and Accessories	1	\$2,467.84
NV-21-HU HDMI Switcher QSC / QSC-NV-21-HU		1
Pearl 48 8K-10K HDMI Cable - 1.5m AudioQuest / HDM48PEA150		1
Q-SYS Certified Programming		
System Programming and Support - QSC Certified	1	\$0.00
Labor		Total
Install		\$176.00
Programming		\$2,552.00

Video System Upgrade Pre-Tax Total \$15,099.53

Projector Upgrade

Ceiling Mounted Projector		
LG ProBeam BU50RG Projector and Accessories	1	\$3,788.50
ProBeam BU50RG 5000 Lumens 4K Laser Projector LG ELECTRONICS / CE-BU50RG		1
Labor		Total
Install		\$165.00
Programming		\$25.52

Projector Upgrade Pre-Tax Total \$3,979.02

Client Onboarding Essentials

Remote Support & Surge Protection		
Power Management, Reboot Button and Remote Support Hardware	1	\$979.03
Wattbox 800-Series 12 Outlet Rack Mount IP Controllable Snap One / WB-800-IPVM-12		1
WattBox® 800 Series Smart Adapter WattBox® / WB-ACC-ADAPTER-800		1
1RU Blank Rack Panel - Black Brushed MIDDLE ATLANTIC - U.S. / NO-HBL1		1
Labor		Total
Install		\$170.50
Programming		\$129.40

Payment Stages

Deposit

\$10,950.00

Due Today

Reserves your spot in our schedule, covers project planning, and secures essential equipment.

Progress Payment

\$5,475.00

Due Prior to Installation

Secures your scheduled installation and covers the delivery and setup of system components.

Final Balance

\$5,475.00

\$21,900.00
INC. SALES TAX

Due after Final Measurement



SIGN & ACCEPT

Deny

Accept

Chambers and Town Hall Estimates

Refinish trim, soffit and paint 6 shutters (protect and repair)

Rogers American Construction

\$41,100.00

Pettigrew Painting LLC

\$25,465.80

Palm Multiservices

\$19,700.00

O&R Sanchez Painting LLC

\$58,500.00

**ROGERS AMERICAN
CONSTRUCTION**
22 WINDERMERE BLVD SUITE C
CHARLESTON, SC 29407-7492
843-296-7438
curt@rogersamerican.com



ADDRESS

Town of James Island
1122 Dills Bluff Rd.
James Island, South Carolina
29412 United States

Estimate 25001-19

DATE 03/04/2026

DESCRIPTION	AMOUNT
03/04/2026	
-PRESSURE WASH EXTERIOR. -SAND TO REMOVE ANY MOLD LEFT AFTER PRESSURE WASHING. -APPLY TWO COATS OF STAIN ON SOFFIT, COLUMNS, WINDOWS/DOOR FRAMES, PORCH CEILING AND SCREEN PORCH FRAME. -ROGERS AMERICAN CONSTRUCTION WILL OVERSEE ALL PROJECT PHASES TO ENSURE QUALITY AND COMPLIANCE.	41,100.00
TOTAL	\$41,100.00

Accepted By

Accepted Date

ESTIMATE

Pettigrew Painting LLC
6575 Caddin Rd
Ravenel, SC 29470

pettigrewpainting24@gmail.com
+1 (843) 377-6838



Bill to
MAYOR BROOK LYON
TOWN OF JAMES ISLAND
1122 DILLS BLUFF ROAD
JAMES ISLAND, SC 29412

Estimate details

Estimate no.: 2287
Estimate date: 03/18/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	03/18/2026	PRESSURE WASHING	PRESSURE WASH BUILDING AND ROOF OF BOTH BUILDINGS. PLANTS WILL BE PROTECTED	1	\$2,600.00	\$2,600.00
2.		Services	PRESSURE WASH MAT			\$800.00
3.		Painting	PROTECT DECKING ,PLANTS, SIDING, AND ROOFING FROM STAIN SAND WEATHERED STAIN WOOD TO BLEND SO STAIN WILL BE UNIFORM WITH POWER SANDERS WITH VACUUM TO MINIMIZE DUST, APPLY TWO COATS OF DARKER POLY WITH COLOR	1	\$17,393.00	\$17,393.00
4.		Services	PAINT MAT THIS INCUDES SCAFFLOLDING, DECK PROTECTION THAT PREVENTS AGAINST DENTS AND SCRATCHES TO DECKING . THE VAULTED CEILING REQUIRES SCAFFOLDING CETOL STAIN			\$3,300.00
5.		Painting	SHUTTER LIGHT SAND AND APPLY TO COATS OF SW EMERALD RAIN REFRESH 6 SHUTTERS	1	\$873.00	\$873.00
6.		Services	SHUTTER MATERIAL			\$120.00

WEATHER PERMITTING PAINTERS WILL BE ON SITE DAILY ,SITE
WILL BE CLEANED DAILY, JOB WILL TAKE 2.5 -3 WEEKS
LABOR AND MATERIALS INCLUDED

Sales tax

\$379.80

Total

\$25,465.80

Accepted date

Accepted by



PALM MULTISERVICES LLC

Estimate

DIRECTION: 3225 Queensgate Way. MOUNT PLEASANT. SC 29466
TELEPHONE: 843-437-8218
MAIL: PALMCHARLESTON@GMAIL.COM
WEB SITE: WWW.PALMMULTISERVICES.COM
SALES PERSON GRISELDA RUIZ

N° INVOICE: 8836
DATE 3/18/2026

CLIENT DATA

CLIENT: Mrs. Brook Lyon
ADDRESS: 1122 Dills Bluff Road - James Island, SC 29412
EMAIL:

QTY		UNIT PRICE	LINE TOTAL
1	Pressure wash exterior siding and roofing both buildings		5,500.00
1	apply two coats of stain on soffit, columns, window/door frames, porch ceiling and screen porch frame		12,500.00
1	Paint shutters Labor and materials.		1,700.00
		Total	\$19,700.00
<i>This estimate is subject to term and conditions that are announced below</i>		SALES TAX	
1. Duration of the offer (x days)		Total	\$19,700.00

65% is due upfront.

□
□





O&R SANCHEZ PAINTING LLC

QUALITY IS OUR PRIORITY!







PROFESSIONAL PAINTING SERVICES:



\$58,500.00

- Stain and Varnish Finishes
- Popcorn Ceiling Removal
- Kitchen Cabinet Refinishing
- Residential Pressure Washing Services
- Drywall Repairs
- Deck Cleaning and Staining
- New Construction & Repaint Projects
- Interior & Exterior Residential Painting

VISIT OUR WEBSITE OR CONTACT US:

- | | | |
|--|--|---|
|  Raul Sanchez |  (843) 475-6075 |  raulsanchez.painter@gmail.com |
|  Olgui Garcia |  (854) 202-1702 |  olguifgarcia@gmail.com |

 www.orsanchezpaintingllc.com



Total Project Investment Summary

Project Area	Description	Investment
Main building	Power Washing:	\$ 1,000.00
Main building	Varnished Soffits, Columns & Ceilings:	\$ 25,000.00
Main building	Window Casings (18):	\$7,600.00
Main building	Siding & A/C Louvers:	\$ 23,000.00
Main building	Shutters: <i>6 Shutters</i>	\$ 6,000.00 <i>\$ 3,000.00</i>
		<i>\$ 36,600.00</i>
Side building	Power Washing:	\$ 500.00
Side building	Varnished Soffits & Porch Ceilings:	\$ 10,000.00 <i>5,000</i>
Side building	Screen Porch Windows & Trim:	\$ 12,000.00
Side building	Window Casings (9):	\$ 4,400.00
Side building	Siding:	\$ 12,000.00 <i>21,900.00</i>
Total		\$ 101,500.00

\$ 58,500.00

Prices include labor and high-quality materials and paint from Sherwin Williams.

Thank you for your preference and trust.

Best regards,
Raul Sanchez & Olgui Garcia
O&R Sanchez Painting LLC

Exterior Painting & Wood Restoration Proposal

Contractor: O&R Sanchez Painting LLC

Project Address: 1122 Dills Bluff Rd, Charleston SC 29412

Professional Project Overview

At O&R Sanchez Painting LLC, our mission is to deliver exceptional craftsmanship, detailed preparation, and long-lasting finishes that protect and enhance your property.

Our goal is to make every dollar invested in this project truly worthwhile by restoring and protecting the surfaces with elegant, vibrant, and durable finishes. Through proper preparation, premium products, and skilled application, we bring surfaces back to life while preserving their beauty for years to come.

We take great pride in our work because we truly love what we do, and we are confident that you will love the results as well.

To ensure clarity and organization, the project is divided into two sections: the Main Building and the Side Building.

MAIN BUILDING

Power Washing – Building, Roofing, Decks & Driveways. Investment: \$1,000.00

The first step of any successful exterior restoration project is proper cleaning.

We will thoroughly power wash the entire building, roof areas, decks, and driveways to remove:

- Mildew
- Dirt and environmental buildup
- Peeling paint or deteriorated varnish

This process ensures that all surfaces are clean, and ready for proper preparation and coating adhesion, which is essential for long-lasting results.

Varnished Sides Soffits, Columns & Large Ceilings. Investment: \$25,000.00

After the surfaces have been properly cleaned and allowed to dry, our team will begin the restoration process:

Preparation Process

- Masking and protecting floors, lighting fixtures, windows, plants, and surrounding areas
- Scraping deteriorated varnish and coatings
- Sanding surfaces to create a smooth and properly prepared base

Application Process

Once preparation is completed, we will apply:

- Two spray coats of premium Sikkens stain and varnish (by Spectrum)

This high-quality product system will:

- Protect the wood from weather exposure
- Enhance the natural beauty of the wood
- Provide a rich, elegant finish with long-lasting durability.

Varnished Window Casings – 19 Windows. Investment: \$400.00 per window casing. Total: \$7,600.00

Each window casing will undergo a detailed restoration process:

Preparation

- Protection of nearby surfaces and glass panes
- Scraping and sanding existing varnish
- Surface smoothing and preparation

Finishing

- Application of two coats of premium stain and varnish

This process restores the wood while protecting it from moisture, sun exposure, and weathering.

Siding, Fascia boards & A/C Unit Louvers. Investment: \$23,000.00

To properly restore the siding, our process will include:

Surface Preparation

- Scraping loose or failing paint
- Removing cracked or deteriorated caulking
- Repairing minor imperfections using spackle or Bondo where necessary
- Sanding surfaces to create proper adhesion
- Spot priming repaired areas
- Re-caulking gaps and joints for weather protection

Paint Application

Once surfaces are prepared, we will apply:

- Two coats of Emerald Rain Refresh Exterior Paint by Sherwin-Williams

This premium product provides:

- Excellent durability
- Superior color retention
- Self-cleaning technology that helps rinse away dirt with rain.

Shutters. Investment: 12 Shutters. \$500.00 per shutter. Total: \$6,000.00

Preparation and finishing will include:

- Scraping loose paint
- Repairing imperfections
- Sanding for proper adhesion
- Spot priming where necessary
- Re-caulking joints

Once prepared, shutters will receive:

- Two coats of Emerald Rain Refresh by Sherwin-Williams in the selected color and sheen.

SIDE BUILDING

Power Washing – Side Building, Screened Porch, Roofing, Decks & Driveways. Investment: \$500.00

As with the main structure, we will thoroughly power wash all exterior surfaces to remove:

- Dirt
- Mildew
- Loose paint and failing varnish

This cleaning step is essential before beginning any preparation or finishing work.

Varnished Soffits & Screened Porch Ceilings. Investment: \$10,000.00

Preparation Process

- Masking and protection of all surrounding areas
- Scraping and sanding deteriorated varnish

Finishing Process

- Application of two spray coats of Sikkens stain and varnish (by Spectrum)

This process restores the natural warmth of the wood while ensuring long-lasting protection.

Screen Porch Windows & Trim (Interior and Exterior). Investment: \$12,000.00

The windows and trim of the screened porch will receive a full restoration process:

Preparation

- Protection of surrounding areas
- Scraping and sanding existing coatings
- Proper surface preparation

Finishing

- Two coats of Sikkens stain and varnish to provide a rich and durable finish.

Varnished Window Casings – 11 Windows. Investment: \$400.00 per window casing. Total: \$4,400.00

Preparation and finishing process will include:

- Surface protection
- Scraping and sanding
- Application of two coats of premium Sikkens stain and varnish

Siding Investment: \$12,000.00

Preparation Steps

- Scraping loose paint
- Removing cracked caulking
- Repairing imperfections with spackle or Bondo
- Sanding surfaces
- Spot priming repairs
- Re-caulking Joints for weather protection

Finishing

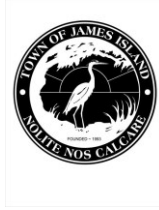
- Two coats of Emerald Rain Refresh Exterior Paint by Sherwin-Williams.

Worksite Care & Final Inspection

Throughout the project, our team will maintain a clean, safe, and organized work environment.

- Work areas will be cleaned daily at the end of each workday
- Protective coverings will be removed as each section is completed
- All areas will be carefully cleaned and restored

Once the project is 100% complete, we will conduct a final walkthrough inspection to ensure every detail meets our quality standards and perform any necessary final touch-ups to guarantee your complete satisfaction.



Mayor's Report

April 16, 2026

Update on the Art and Community Center at the Hillman Lot

Update on SCDOT Municipal Agreement

Town Hall Repairs Update

Upcoming Events

Groundbreaking Ceremony for our Art and Community Center, Thursday, April 23, 11 a.m.

Poetry Reading and Open Mike with Poet Laureate, Victor L. Crouch, April 22, 7:00 p.m.

Town Market, May 1st – 6 p.m.



April 2026 Finance Report

This monthly financial summary report is for the period ending March 31, 2026; this puts us 75% of the way through our 2025-2026 Fiscal Year.

I have put hardcopies of the final 2024-2025 audit and the proposed 2026-2027 budget at your places. Unless you see a need to have another workshop, the proposed budget will be presented to at the Public Hearing prior to your May Council Meeting.

I've highlighted a few items that stand out this month, and I am happy to answer any questions you may have.

Revenues:

Overall, revenues are currently at 60.8% of the budget. The large items that appear to be running behind (such as the Insurance Tax Program and Franchise Fees) have large payments that come in to us in the last quarter of each fiscal year.

Please note that Business License activity is picking up as all business licenses expire on April 30th of each year.

Expenses:

Administration (overall at 61.4% of budget)

- Audit: Costs are now paid. A bit higher so I could get help with our Annual reporting to the state.
- Legal Services: Higher this month due to ongoing litigation costs.

Elected Officials (overall at 60.3% of budget)

- Nothing unusual this month.

Public Works (overall at 86.0% primarily due to reimbursable stormwater projects)

- Signage: Higher this month due to ongoing ordering of replacement signs. Radar sign is in Capital Projects: Traffic Calming.
- Higher supply amount for a pallet of asphalt.

Code Enforcement (at 2.9% of budget)

- Nothing unusual this month.

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Planning, Zoning, & Permitting (at 52.5% of budget)

- Professional Services higher, but not unusual or over budget.

Emergency Services / CERT (at 32.5% of budget)

- Nothing unusual this month.

Facilities, Parks, & Equipment (at 62.0% of budget)

- Facility Rental Deposit Returns: As I previously reported, this line item will need to be amended. This is the return of a security deposit when the rental of our spaces is complete.
- Streetlights appears higher just due to Jan and Feb bills both paid in March.
- Supplies for this department are running higher and will need to be amended.
- Vehicle and Equipment maintenance is a partial payout of our truck repair after the tree fell on it at Town Hall.
- Dock Street Park maintenance is higher due to ongoing repair of the dock.

Community Services (at 142.2% of budget)

- Again, Community Services has jumped significantly due to Community Service Contributions, an overage in Community Tutoring Programs, and the expense item for the passthrough of the WakeUp Carolina grant.
- History Commission is running over budget and there are two other historic markers in process that may need payment in this fiscal year.

Island Sheriff's Patrol (at 83.6% of budget)

- March was a three paycheck month for the deputies. That's why the salaries and benefits are a little higher.

Capital Projects - General Fund (at 34.7% of budget)

- Recent work includes:
 - Radar sign in Traffic Calming
 - Art and Community Center ATAX match
 - Audio Visual Upgrade down payment
 - Shutters and Deck complete
 - Dock Street and Mill Point Pavilion Work

Mike Hemmer – Finance Director

Town of James Island

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGETED	
		July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June			
40000 GENERAL FUND REVENUE																
40010	Brokers & Insurance Tax Program												168,650	750,000	22.5%	
40011	Brokers Tax Program (BTP)	163,587	-	-	-	-	-	-	-	132	-	-	-	163,718	166,087	98.6%
40012	Insurance Tax Program (ITP)	-	4,865	67	-	-	-	-	-	-	-	-	-	4,932	583,913	0.8%
40015	Building Permit Fees	-	5,016	1,431	1,436	-	1,992	4,286	-	1,525				15,686	15,000	104.6%
40020	Business Licenses	26,493	115,176	17,598	97,511	8,182	1,416	27,806	2,100	29,795				326,076	480,000	67.9%
40025	Donations/Contributions	-	-	-	-	-	-	-	50	520				570	-	
40050	Facility Rental Fees	(50)	725	2,150	2,000	1,900	800	1,500	1,600	850				11,475	7,500	153.0%
40060	Filing Fees	-	400	-	-	-	-	-	-	-				400	400	100.0%
40070	Franchise Fees	1,128	28,924	-	1,035	27,941	-	926	26,831	-				86,785	320,000	27.1%
40080	Interest Income	37,531	21,827	21,426	24,191	22,793	23,047	22,278	19,842	21,722				214,656	250,000	85.9%
40090	LOP - Alcohol Licenses	-	-	-	2,000	-	1,960	-	-	-				3,960	6,000	66.0%
40100	Local Assessment Fees	4,050	-	2,001	-	-	-	-	-	2,228				8,279	6,100	135.7%
40110	Local Option Sales Tax												1,557,425	1,935,000	80.5%	
40112	LOST - Property Tax Credit Fund	-	123,369	244,451	117,046	114,125	118,104	114,363	129,024	103,688				1,064,171	1,330,000	80.0%
40114	LOST - Municipal Fund	-	56,732	112,141	52,385	52,858	54,400	53,093	63,446	48,199				493,254	605,000	81.5%
40120	Miscellaneous Income	696	215	-	3,287	10,524	4,744	520	90	436				20,511	1,500	1367.4% due to auction, insurance
40200	Planning & Zoning Fees												25,546	26,000	98.3%	
40202	Accessory Structure	-	-	-	-	-	-	-	-	-				-	-	
40204	BNB Permit	81	106	-	-	-	-	-	-	-				188	-	
40206	Board of Zoning Appeals	-	-	-	500	250	-	-	-	500				1,250	-	
40208	Clearing & Grubbing	25	-	-	-	-	-	-	25	-				50	-	
40209	Commercial Zoning Permit	350	100	150	175	50	390	100	190	140				1,645	-	
40210	Demolition	-	-	-	-	-	-	-	-	-				-	-	
40212	Exempt Plat	-	-	-	-	-	-	-	-	-				-	-	
40214	Home Occupation	175	150	50	175	100	95	50	50	150				995	-	
40216	Residential Zoning Permit	2,220	1,940	1,550	1,515	1,375	2,485	1,525	1,800	2,450				16,860	-	
40218	Rezoning Application	-	-	-	-	-	-	-	-	340				340	-	
40220	Sign Permits	-	-	100	-	-	-	-	100	-				200	-	
40222	Site Plan Review	-	-	-	-	-	-	-	-	-				-	-	
40224	Special Events	25	-	-	-	-	-	-	-	-				25	-	
40226	Temporary (Firework/Tree Stand)	83	-	200	100	225	100	50	-	-				758	-	
40228	Tree Permits	500	275	300	400	375	125	400	325	125				2,825	-	
40230	Subdivision Application	180	-	-	130	-	-	50	-	50				410	-	
40250	Stormwater Fee Reimbursement from County SW Fund	30,000	-	67,468	-	-	-	31,625	-	-				129,093	400,000	32.3%
40300	State Aid to Subdivisions (LGF)	-	78,819	-	78,819	-	-	78,752	-	-				236,390	315,000	75.0%
40310	Telecommunications Tax Program (TTP)	-	-	23	-	-	5	-	-	9,143				9,171	14,000	65.5%
40315	Town Market Vendor Payments	1,165	-	1,912	775	840	600	570	749	810				7,421	5,500	134.9%
40320	Homestead Exemption	46,285	-	-	-	-	-	-	-	-				46,285	46,285	100.0%
40500	Grants	-	5,192	-	-	-	-	79,156	-	-				84,348	5,192	1624.6%
41000	Transfers In												-	271,930		
41010	State ATAX Allowance (25,000)	-	-	-	-	-	-	-	-	-				-	25,000	
41015	State ATAX Additional %	-	-	-	-	-	-	-	-	-				-	2,500	
41020	Transfer from HTAX for Public Safety of Tour Areas	-	-	-	-	-	-	-	-	-				-	150,000	
41025	Transfer from State ATAX for New JIACC Construc.	-	-	-	-	-	-	-	-	-				-	84,000	
41030	Transfer from County ATAX for New JIACC Const	-	-	-	-	-	-	-	-	-				-	10,430	
		314,525	443,830	473,018	383,480	241,538	210,263	417,049	246,222	222,803	-	-	-	2,952,728	4,855,407	
													% of Budget: 60.8%			

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter						
		July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June	TOTAL	BUDGETED		
51000 ADMINISTRATION																	
51001	Salaries	52,246	54,913	55,355	82,791	55,518	65,005	50,375	50,351	51,168				517,721	850,000	60.9%	
51005	Benefits - Staff	21,710	22,170	22,548	33,628	22,717	23,460	21,729	21,232	20,919				210,113	450,000	46.7%	
51010	Advertising	249	-	-	-	64	-	-	-	-				313	3,000	10.4%	
51012	Audit	-	-	-	-	-	7,500	-	-	7,000				14,500	13,500	107.4%	
51015	Banking													693	1,000	69.3%	
51016	Bank Charges	69	130	42	128	63	42	166	23	31				693	700	99.0%	
51017	Bank Charges - Credit Card	-	-	-	-	-	-	-	-	-				-	300		
51020	Codification	263	88	-	-	-	-	1,145	-	110				1,606	1,000	160.6%	
51025	Copier	-	473	264	270	270	270	714	291	270				2,823	4,500	62.7%	
51030	Dues, Memberships, and Subscriptions	132	243	138	274	22	87	87	62	152				1,195	3,000	39.8%	
51035	MASC Membership	-	-	-	-	-	-	-	5,347	-				5,347	5,400		
51037	Business License Contract Fees	-	934	-	-	-	-	-	-	-				934	-		
51040	Elections	-	-	-	-	-	-	-	18,185	-				18,185	10,000	181.8%	
51050	Employees													5,857	11,680	50.1%	
51051	Employee Appreciation	145	-	112	461	523	50	1,792	323	249				3,656	2,800	130.6%	xmas party
51052	Employee Screening	-	-	-	-	180	66	-	142	-				388	380	102.1%	
51053	Employee Training and Travel	-	-	446	21	-	-	-	85	110				662	3,000	22.1%	
51055	Uniforms	-	204	-	-	-	120	-	-	827				1,151	5,500	20.9%	
51060	Equipment/Software/Maintenance	-	-	-	-	-	327	65	-	-				392	1,500		
51070	Grant Writing Services	-	-	1,299	-	-	-	-	-	-				1,299	1,299	100.0%	
51080	Information Services	3,955	774	17,515	6,684	27,967	8,737	17,950	9,643	1,151				94,376	131,680	71.7%	
51090	Insurance	-	-	-	2,816	15,384	23,385	1,925	-	5,424				48,934	95,000	51.5%	
51110	Legal Services	14,130	11,210	9,028	25,543	18,458	20,607	11,700	15,013	34,165				159,853	180,000	88.8%	
51115	Legal Settlement	-	-	-	-	-	-	-	-	-				-	-		
51120	Miscellaneous	-	-	-	-	90	250	100	-	-				440	-		
51130	Mileage Reimbursement	-	-	-	-	-	-	-	-	-				-	600		
51150	Postage	5,316	214	-	-	212	-	720	-	212				6,673	19,500	34.2%	
51160	Professional Services	7,632	-	4,000	-	-	-	4,000	-	-				15,632	20,000	78.2%	
51200	Supplies	1,091	1,281	412	1,662	554	1,637	1,222	249	1,557				9,666	10,000	96.7%	
		107,496	93,271	111,159	154,277	142,021	151,542	113,690	120,947	123,344	-	-	-	1,116,551	1,818,659	% of Budget: 61.4%	
52000 ELECTED OFFICIALS																	
52001	Salaries	5,385	5,385	5,385	8,077	5,385	5,385	6,038	6,692	6,692				54,423	78,500	69.3%	
52005	Benefits - Elected Officials	6,185	6,185	6,185	9,278	6,185	6,185	6,550	6,758	6,758				60,271	117,000	51.5%	
52030	Council Expenses	53	-	80	107	107	869	1,878	135	115				3,344	2,000	167.2%	swearing-in
52040	Mayor Expense	194	301	-	-	-	-	-	402	-				897	2,000	44.9%	
52053	Training	-	-	-	-	250	-	1,354	-	-				1,604	500	320.8%	
		11,818	11,871	11,650	17,462	11,927	12,439	15,820	13,988	13,566	-	-	-	120,540	200,000	% of Budget: 60.3%	

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter						
		July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June	TOTAL	BUDGETED		
53000 PUBLIC WORKS																	
53030	Dues, Memberships, and Subscriptions (PW)	-	-	-	255	-	-	-	-	180	-	-	-	435	800	54.4%	
53060	Equipment / Software PW (non-cap)	-	87	-	-	-	-	-	-	-	-	-	87	4,000	2.2%		
53070	Groundskeeping	2,228	13,283	1,576	1,877	4,507	13,012	8,036	3,125	2,828	-	-	50,472	80,000	63.1%		
53130	Mileage Reimbursement (PW)	-	-	-	-	-	-	-	182	-	-	-	182	-			
53160	Professional Services PW	-	-	-	-	-	990	-	-	-	-	-	990	10,000	9.9%		
53162	Engineering Services	-	2,572	6,180	-	668	2,970	990	-	2,805	-	-	16,184	20,000	80.9%		
53170	Projects PW (non-cap)	-	6,250	-	-	-	-	4,635	-	265	-	-	11,150	35,000	31.9%		
53175	Stormwater Expenses (sent to County for Reimbursement)	2,250	68,803	1,238	-	825	31,625	-	13,550	3,400	-	-	121,690	85,000	reimbursable		
53176	County Stormwater Fee Payments	-	-	-	-	-	726	-	-	-	-	-	726	-			
53180	Public Outreach	-	-	-	-	-	-	-	-	-	-	-	-	300			
53190	Signage	(1,564)	-	1,224	-	1,345	2,179	818	867	2,428	-	-	7,296	7,000	104.2%		
53200	Supplies PW	82	-	92	69	331	290	24	-	1,979	-	-	2,867	4,500	63.7%	asphalt	
		17,996	90,994	10,309	2,201	7,675	51,792	14,503	17,725	13,885	-	-	-	212,079	246,600	% of Budget: 86.0%	
54000 CODE ENFORCEMENT (ZONING/LIVABILITY)																	
54010	Animal Issues	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000		
54030	Dues, Memberships, and Subscriptions (CE)	-	-	-	-	-	-	-	-	30	-	-	30	200			
54053	Employee Training (CE)	-	-	-	-	-	-	-	-	45	-	-	45	500			
54060	Equipment / Software (CE)	-	-	-	-	-	-	-	-	-	-	-	-	500			
54065	Inoperable Vehicle Towing	-	-	-	-	-	-	-	-	-	-	-	-	1,500			
54070	Overgrown Lot Clearing	-	-	-	-	-	-	-	-	-	-	-	-	4,000			
54200	Supplies (CE)	-	164	-	-	-	26	-	-	-	-	-	190	500	38.0%		
54300	Unsafe Buildings Demolition	-	-	-	-	-	-	-	-	-	-	-	-	-			
		-	164	-	-	-	26	-	-	75	-	-	-	265	9,200	% of Budget: 2.9%	
55000 PLANNING, ZONING, PERMITTING																	
55010	Advertising	160	112	-	-	110	345	199	-	-	-	-	926	1,000	92.6%		
55020	Arborist Reports	-	2,150	-	1,400	-	-	1,450	2,200	1,100	-	-	8,300	10,000	83.0%		
55030	Dues, Memberships, and Subscriptions (PZP)	-	-	-	-	-	-	-	-	-	-	-	-	400			
55060	Equipment / Software (PZP)	-	377	-	-	264	178	377	199	199	-	-	1,594	1,000	159.4%		
55150	Postage (PZP)	-	-	-	-	-	-	-	-	-	-	-	-	400			
55160	Professional Services (PZP)	-	3,754	2,145	-	2,310	4,110	1,815	-	3,548	-	-	17,681	35,000	50.5%		
55180	Public Outreach (PZP)	-	-	-	-	-	-	1,298	-	-	-	-	1,298	2,500			
55200	Supplies (PZP)	-	-	-	-	-	-	-	-	-	-	-	-	400			
55400	Planning Commission	150	250	50	250	-	-	-	-	-	-	-	700	5,000	14.0%		
55500	Board of Zoning Appeals	-	-	-	-	150	-	150	-	-	-	-	300	3,000	10.0%		
		310	6,643	2,195	1,650	2,834	4,633	5,290	2,399	4,847	-	-	-	30,800	58,700	% of Budget: 52.5%	

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGETED	
	July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June			
56000 EMERGENCY SERVICES / CERT															
56053	Employee Training and Travel	-	-	-	-	-	-	-	-	-	-	-	-	2,500	
56060	Equipment / Software (ESC)	-	-	-	-	-	-	-	-	-	-	-	-	1,000	
56062	Radio Contract	861	-	861	-	-	861	-	924	-	-	-	3,507	3,400	103.1%
56065	Mobile Devices	281	241	241	241	203	202	203	203	203	-	-	2,016	1,500	134.4%
56070	Generator Maintenance	-	-	429	-	-	-	-	-	-	-	-	429	2,500	17.2%
56180	Public Outreach (ESC)	-	-	-	-	-	-	-	-	-	-	-	-	500	
56200	Supplies (ESC)	-	-	457	-	-	-	-	123	-	-	-	580	10,000	5.8%
56220	PPE	-	-	16	97	22	-	-	46	-	-	-	182	4,500	4.0%
56240	Response Supply Kits	-	-	-	-	-	-	-	-	-	-	-	-	1,620	
56300	MISC - Emergency Management	281	281	281	-	-	-	-	-	-	-	-	843	843	100.0%
55150	Meals	-	-	156	-	-	-	-	-	-	-	-	156	156	100.3%
55160	Accommodations	-	-	-	-	-	-	-	-	-	-	-	-	-	
55180	Fuel/Mileage	-	-	-	-	-	-	-	-	-	-	-	-	-	
55200	Other	-	-	-	-	-	-	-	-	-	-	-	-	-	
56500	Emergency Activations	-	-	-	-	-	11,315	-	-	-	-	-	11,315	30,000	37.7%
56800	Teen CERT Program	-	-	-	-	-	-	-	-	-	-	-	-	-	
												19,027	58,519		
												% of Budget: 32.5%			

57000 FACILITIES, PARKS & EQUIPMENT															
57060	Equipment, Funitures, Fixtures (non-cap)	-	-	259	827	80	1,324	-	44	-	-	-	2,534	3,000	84.5%
57070	Facilty Rental Deposit Returns	-	-	100	1,350	800	600	400	450	950	-	-	4,650	1,000	465.0%
57080	Facilities Maintenance	232	2,707	200	505	1,785	290	5,868	5,451	6,029	-	-	23,067	25,000	92.3%
57100	Facility Upgrades / Construction (non-cap)	-	-	2,325	-	-	243	240	-	-	-	-	2,808	4,000	70.2%
57120	Fire Safety / First Aid	1,080	-	250	-	-	349	-	-	350	-	-	2,029	1,330	152.6%
57150	Janitorial	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	-	-	14,850	21,500	69.1%
57160	Rent - Storage Unit	-	145	145	145	145	191	191	191	191	-	-	1,344	1,750	76.8%
57170	Security Monitoring	222	59	403	-	89	111	111	135	206	-	-	1,336	4,000	33.4%
57180	Street Lights	15,724	15,832	550	31,709	-	15,863	15,863	15,863	31,729	-	-	143,134	180,000	79.5%
57190	Utilities	3,155	2,371	894	3,762	838	2,016	2,187	2,334	3,940	-	-	21,497	35,000	61.4%
57200	Supplies	-	-	-	1,056	692	641	657	1,136	2,211	-	-	6,393	1,500	426.2%
57250	Vehicle and Equipment Fuel	-	670	203	401	189	305	183	187	376	-	-	2,514	6,500	38.7%
57260	Vehicle and Equipment Maintenance	40	456	133	348	378	336	1,061	1,250	10,745	-	-	14,748	18,000	81.9%
57300	NON-HTAX Maintenance	-	-	-	-	-	-	-	-	-	-	-	21,103	120,000	17.6%
57310	Dog Stations	183	-	-	187	-	-	-	98	102	-	-	571	18,000	3.2%
57320	Brantley Park	-	-	-	-	-	-	-	-	-	-	-	-	2,000	
57330	Dock Street Park	-	-	85	-	-	-	5,125	-	5,960	-	-	11,170	10,000	111.7%
57340	Hillman Lot	-	-	-	-	-	-	-	-	-	-	-	-	10,000	
57350	Mill Point Park	-	-	-	875	49	1,150	-	74	1,650	-	-	3,798	50,000	7.6%
57360	Pinckney Park	-	410	-	60	-	62	3,857	-	1,175	-	-	5,565	30,000	18.5%
												262,008	422,580		
												% of Budget: 62.0%			

truck repair

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June	TOTAL	BUDGETED	
58000 COMMUNITY SERVICES																
58010	Business Development Council	-	-	-	-	-	-	-	-	-	-	-	-	-	500	
58020	Children's Council	-	-	-	-	167	462	-	330	-	-	-	-	959	1,500	
58030	Community Service Contributions	-	-	-	3,190	-	44,950	-	10,000	-	-	-	-	58,140	40,000	
58040	Community Tutoring Programs	9,925	-	-	-	-	-	-	-	-	-	-	-	9,925	8,155	
58050	Crime Watch Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
58060	Drainage Council	-	-	-	-	-	-	-	-	-	-	-	-	-	500	
58070	History Commission	-	375	300	27	288	2,860	-	2,998	2,728	-	-	9,575	6,000		
58080	James Island Pride	-	174	83	291	-	406	-	-	167	-	-	1,120	6,000		
58085	Helping Hands	-	199	-	-	-	150	-	-	-	-	-	349	2,000		
58090	Neighborhood Council	-	-	-	-	-	-	1,620	-	-	-	-	1,620	2,800		
58100	Repair Care Program	8,829	-	-	-	-	-	-	-	7,811	-	-	16,640	40,000		
58120	Miscellaneous	-	-	-	-	-	-	-	78,156	80	-	-	78,236	-		
58200	Special / Community Events	-	1,080	90	1,580	1,605	603	1,134	593	675	-	-	7,360	6,000		
58210	Tree Council	44	-	-	785	-	748	-	197	154	-	-	1,928	5,000		
58220	Youth Sports Program with CHS	-	-	-	-	-	-	-	-	-	-	-	-	12,200		
		18,798	1,828	473	5,873	2,060	50,180	2,754	92,274	11,614	-	-	-	185,852	130,655	
														% of Budget: 142.2%		
59000 ISLAND SHERIFF'S PATROL																
59001	ISP Salaries	24,928	41,270	35,991	55,318	40,885	38,443	33,493	36,368	40,720	-	-	-	347,413	400,000	
59005	ISP Benefits	7,477	11,921	10,295	15,981	11,812	11,106	9,676	10,507	11,764	-	-	-	100,539	116,000	
59020	ISP Operating Costs (radio, fuel, maint, WL, vehicle use)	3,278	40	40	40	4,770	6,040	11,374	6,918	40	-	-	-	32,541	20,000	
59100	ISP Dedicated Officer	21,856	-	-	-	22,592	-	-	19,338	-	-	-	-	63,785	115,005	
		57,538	53,231	46,326	71,339	80,058	55,589	54,543	73,131	52,524	-	-	-	544,278	651,005	
														% of Budget: 83.6%		
60000 TREE FUND																
44000	PRIOR TREE FUND BALANCE														(9,005)	
44000	ESTIMATED FY REVENUE														2,500	
														(6,505)		
60010	Tree Maintenance and Care	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	
60020	Tree Planting	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200	
	Transfer to GF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
														11,200		
														End Balance	(17,705)	

LPR renewals

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGETED		
	July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June				
62000 CAPITAL PROJECTS (non HTAX)																
ROAD / SIDEWALK INFRASTRUCTURE																
62014	Dill's Bluff Sidewalk III & IV	-	-	1,080	398	-	-	-	-	-	-	-	-	1,478	15,000	9.9%
62022	Regatta Road Sidewalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
62030	Nabors I	-	-	-	-	-	-	-	-	660	-	-	-	660	235,000	
62034	Greenhill - Honeyhill Drainage/Paving	-	-	-	-	-	-	-	-	-	-	-	-	-	58,800	
62040	Traffic Calming Projects	-	-	6,711	60	173	-	-	-	-	-	-	-	14,792	35,000	42.3%
62050	Other Road / Sidewalk Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	TOTAL Road / Sidewalk Infrastructure	-	-	7,791	457	173	-	-	-	8,508	-	-	-	16,929	343,800	
DRAINAGE / SEWER PROJECTS																
62060	RIA Sewer Project (connections)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
62062	Additional Sewer Connections	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
62065	James Island Creek Sewer Expansion Match	-	-	-	-	-	-	-	-	-	-	-	-	-	230,043	
62100	Oceanview-Stonepost Drainage I & II	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
62105	Quail Run Drainage	23,018	-	-	-	-	-	-	-	-	-	-	-	23,018	23,018	100.0%
62110	Woodhaven Drainage	23,018	-	-	-	-	-	-	-	-	-	-	-	23,018	23,018	100.0%
62200	Other Drainage / Sewer Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	
62210	Cecil Circle	-	-	-	-	31,127	458	-	-	-	-	-	-	31,584	35,000	
	TOTAL Road / Sidewalk Infrastructure	46,035	-	-	-	31,127	458	-	-	-	-	-	-	77,620	326,079	23.8%
62520	New Construction JIACC (non-HTAX portion)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
62522	New Construction JIACC (ATAX match)	-	7,184	-	-	-	6,364	-	-	7,452	-	-	-	21,000	21,000	100.0%
62600	Audio / Visual Upgrades	-	-	-	-	-	-	-	-	10,950	-	-	-	10,950	15,000	
62610	Public Works Equipment to Capitalize	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	
62620	Vehicle Purchase	26,131	-	-	-	-	-	-	50,712	-	-	-	-	76,843	47,399	162.1%
62650	Town Hall	-	-	-	-	2,675	3,425	-	40,524	-	-	-	-	46,624	64,000	72.8%
62655	Shutters and Deck	-	-	-	-	-	-	-	18,010	67,290	-	-	-	85,300	30,000	284.3%
62660	Computer Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	23,000	
65670	Phone System	-	-	-	-	-	-	-	-	-	-	-	-	-	11,000	
62700	Parks and Other														200,000	
62710	Brantley (non-HTAX eligible)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
62720	Dock Street (non-HTAX eligible)	-	-	-	-	-	-	1,026	-	1,579	-	-	-	2,605	100,000	
62730	Mill Point (non-HTAX eligible)	-	-	-	-	4,427	-	-	-	754	-	-	-	5,182	100,000	
62740	Pinckney (non-HTAX eligible)	-	-	-	-	-	-	5,950	-	-	-	-	-	5,950	-	
62750	Grace Triangle (non-HTAX eligible)	-	-	-	-	6,645	7,875	-	-	-	-	-	-	14,520	30,000	48.4%
62800	Land Acquisition (non-HTAX eligible)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	TOTAL OTHER	26,131	7,184	-	-	13,747	17,664	6,976	109,246	88,025	-	-	-	268,972	378,899	
		72,166	7,184	7,791	457	45,047	18,122	6,976	109,246	96,533	-	-	-	363,521	1,048,778	
		% of Budget: 34.7%														

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June	TOTAL	BUDGETED	
HOSPITALITY TAX (HTAX)																
HTAX BALANCE FROM PRIOR YEAR														3,246,825		
43000	HTAX Revenue	109,029	81,132	65,522	64,319	75,180	31,550	69,460	87,263	63,475				646,930	715,000	90.5%
														% of Budget: 90.5%		
65000 HTAX OPERATING FUND (non-cap)																
65002	Brantly Park Operating	-	-	-	-	-	-	-	-	-				-	-	
65003	Camp and Folly Roads Landscaping Maintenance	-	-	-	-	-	-	-	-	-				-	3,000	
65005	Community Events	-	2,000	-	-	-	-	285	184	350				2,819	6,000	47.0%
65007	Guide to Historic JI	-	-	-	-	-	-	-	-	-				-	1,000	
65012	Holiday Decorations	-	-	-	-	-	362	-	-	700				1,062	3,000	
65015	Promotional Grants	-	-	-	-	-	-	-	-	-				-	5,000	
65016	Rethink Folly Road-Staff time	-	-	-	-	-	164	-	-	-				164	1,000	
65018	Santee Street Public Parking Lots	1,700	2,800	2,800	2,800	2,800	31,561	-	-	-				44,461	32,000	138.9%
65020	Town Market	-	-	4,300	817	1,488	912	1,597	2,339	2,336				13,790	10,000	137.9%
65030	JIACC Operations	145	-	-	-	-	-	-	-	-				145	145	100.0%
65300	Public Safety of Tourism Areas (25% of ISP transfer to G	-	-	-	-	-	-	-	-	-				-	150,000	
TOTAL OPERATING:		1,845	4,800	7,100	3,617	4,288	32,998	1,882	2,523	3,387	-	-	-	62,440	211,145	29.6%
65500 HTAX ELIGIBLE CAPITAL PROJECTS																
65510	Folly Road Beautification	-	-	-	-	-	-	-	-	-				-	10,000	
65515	Rethink Folly Phase I	-	-	-	-	-	-	-	-	-				-	400,000	
65516	Rethink Folly Phases II & III	-	-	-	-	-	-	-	-	-				-	-	
65520	James Island Arts & Community Center Construction	-	-	-	-	750	47,492	-	-	107,435				155,677	2,000,000	
65529	Brantley Park Improvements	-	-	-	-	-	-	-	-	-				-	-	
65530	Dock Street Improvements	-	-	-	-	-	-	-	-	-				-	100,000	
65540	Hillman Lot	-	-	-	-	-	-	-	-	-				-	-	
65550	Mill Point Improvements	-	-	-	-	-	-	-	-	-				-	125,000	
65560	Pinckney Park Improvements	-	-	-	-	-	-	-	-	-				-	-	
65700	Land Acquisition for HTAX uses	-	-	-	-	-	-	-	-	-				-	1,061,176	
65705	Mill Point Park Acquisition	-	-	-	-	-	-	61,176	-	-				61,176	661,176	
65710	Grace Triangle Park Acquisition	-	-	-	-	-	-	-	-	-				-	400,000	
65850	Other Park Projects (HTAX share)	-	-	-	-	-	-	-	-	-				-	-	
65860	Other Tourism Related Projects	-	-	-	-	-	-	-	-	-				-	5,000	
TOTAL Road / Sidewalk Infrastructure		-	-	-	-	750	47,492	61,176	-	107,435	-	-	-	216,853	3,701,176	
HTAX ENDING ESTIMATE																
Balance from above														3,246,825		
Revenue														715,000		
TOTAL AVAILABLE THIS FY:														3,961,825		
Operating Budget														211,145		
Projects Budget														3,701,176		
TOTAL BUDGETED COSTS THIS FY:														3,912,321		
ESTIMATED ENDING FY BALANCE:														49,504		

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
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		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter				
		July	August	September	October	November	December	January	February	March (75% of the FY)	April	May	June	TOTAL	BUDGETED
ACCOMMODATIONS TAX (ATAX)															
	ATAX Balance from prior year													23,624	
42010	ATAX Revenue - State	-	24,214	-	-	14,074	-	12,670	-	-			50,958	67,500	75.5%
42020	ATAX Revenue - County	-	-	580	-	245	-	-	-	151			976	7,500	13.0%
	TOTAL REVENUE THIS FY:													75,000	
	ESTIMATED FUNDS AVAILABLE THIS FY:													98,624	
68000 ACCOMMODATIONS TAX															
68010	Tourism Related Expenditures	-	-	-	-	-							-	61,930	
68050	Advertising and Promotion	-	-	-	-	150	150	150	200	150			800	5,000	
	<u>Transfer to GF</u>												-	27,500	
	TOTAL OPERATING:	-	-	-	-	150	150	150	200	150	-	-	-	800	94,430

Public Works Report

Maintenance Work – Town continues to work on re-establishing ditches and clearing culverts and cross pipes. Made site visits with Mayor Lyon and staff of Charleston County Public Works.

Radar Speed Signs - Additional radar speed sign to be installed on Dills Bluff Rd, as approved and permitted by SCDOT.

Responded to various pothole requests

Replaced missing and damaged street signs

**TOWN OF JAMES ISLAND
CODE ENFORCEMENT
MONTHLY REPORT**



REPORTING MONTH: April 2026
PREPARED BY: E. Parker Richardson
DATE PRESENTED TO COUNCIL: Thursday, April 16, 2026

➤ **OVERVIEW:**

During this reporting period, the Code Enforcement Department has remained focused on organizing and addressing inherited/ existing cases that have remained unresolved for multiple years. Many of these cases have required repeated outreach to property owners and follow-up inspections to determine current compliance status. Notice of Violation letters have been issued as a final warning and mailed to the responsible parties. These notices serve to formally document ordinance violations and provide property owners with the opportunity to correct violations before additional enforcement measures are pursued.

Based on both citizen complaints and proactive inspections, unpermitted construction and property maintenance violations remain the most common issues reported within the Town. These cases often require coordination with zoning review, building permit verification, and follow-up inspections to ensure compliance with Town ordinances and land development regulations. The department continues to prioritize voluntary compliance whenever possible, while also maintaining consistent enforcement of municipal ordinances to protect neighborhood quality of life and community standards.

➤ **CODE REQUESTS & CASE ACTIVITY:**

During this period, the Department received ten (10) Code Requests through citizen complaints, internal observations, and departmental referrals, and initiated two (2) new Code Enforcement Cases.

I. STATUS OF CODE REQUESTS:

Six (6) Closed (violations resolved), three (3) Active/Open (under enforcement review), and one (1) Under Investigation (pending verification and inspection). The most common categories included: Other, Noise, Solid Waste & Debris, and Unpermitted Use/Construction.

II. STATUS OF CODE CASES:

One (1) case remains Under Investigation, and one (1) case has been submitted to Magistrate Court and remains active. Case categories include Unpermitted Construction and Multiple Violations.

➤ **DEPARTMENT SUMMARY:**

One active case remains in Magistrate Court involving multiple ordinance violations and unpaid citations, originating in 2023. Despite several attempts by the Town to reach a mediated resolution, the defendant has requested a trial by jury, extending the case timeline. A pre-trial hearing is scheduled for April 21, 2026, at John's Island Magistrate Court. The Department is working in coordination with the Town Attorney to pursue an enforcement strategy aimed at achieving compliance while allowing for a structured and practical resolution.

A second active case, ongoing since 2016, involves repeated violations of Town ordinances and zoning permit conditions. The defendant was assessed a fine of \$1,087.00, and the matter is currently continued pending the outcome of a rezoning application.

➤ **DEPARTMENT FOCUS MOVING FORWARD:**

In the coming month, the Code Enforcement Department will continue to uphold consistent enforcement of Town ordinances while working collaboratively with residents, property owners, the Sheriff's Office, and internal departments including Zoning & Planning and Permitting & Licensing. The Department remains focused on achieving compliance through a balanced approach that emphasizes both accountability and cooperation.

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT entered into this ____ day of _____ 2025, by and between the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG, hereinafter referred to as the "COG") and the Town of James Island, SC (hereinafter referred to as the "Town").

WITNESSETH THAT:

Whereas the Town wishes to engage the COG to render certain professional planning services, specifically providing technical support to the Town in preparing a 10-Year Comprehensive Plan.

Now, therefore, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF THE COG

The COG represents that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement.

The COG will perform all of the services required hereunder, and all personnel engaged in the work shall be fully qualified. The primary staff person assigned as contact for this Project shall be Megan Clark, AICP, Assistant Planning Director.

2. TIME OF PERFORMANCE

The services of the COG will continue after the execution of this Agreement and shall be undertaken and completed as requested by the Town in an expeditious manner in the light of the purposes of this Agreement. The contract period shall be for a period of eighteen (18) months from execution of this agreement.

3. SCOPE OF SERVICES

The COG staff shall provide assistance to the Town for the preparation of a formal 10-Year Comprehensive Plan according to the requirements of SC State Code. COG staff will assist the Town in conducting public meetings, collecting data, and preparing maps and narrative text necessary to address required Plan elements in accord with the attached scope of work.

The Town hereby agrees to assist COG staff with the provision of information related elements of the plan including, but not limited to, new construction, economic development initiatives, existing community facilities, etc.

4. COMPENSATION

It is expressly understood and agreed that the Town will be billed for actual costs and expenditures related to the performance of these services.

It is further expressly understood and agreed that in no event will the total compensation, and/or reimbursement for all required staff services to be paid hereunder exceed the maximum sum of \$50,000. Any additional costs for optional services identified in the scope or hard costs associated with services required will be billed to the Town subject to prior approval by the Town and the COG.

5. METHOD OF PAYMENT

It is expressly understood and agreed that the Town will reimburse the COG on a quarterly basis for actual expenditures that were incurred during the previous quarter.

Payments shall be made only to the COG, and the Town shall have no obligation to any other person or agency for expenses incurred by the COG upon receipt of COG invoices and approval by the Town, indicating that the COG has satisfactorily performed the work under this Agreement in conformance with the terms.

6. OTHER TERMS AND CONDITIONS

- Subcontractors: No work or services covered by this Agreement shall be subcontracted without prior written approval of the Town.
- Amendments: Any changes to this Agreement, which are mutually agreed upon by and between the Town and the COG, shall be incorporated in written amendments to this Agreement.
- Termination: This Agreement may be terminated by giving written notice of such termination at least thirty (30) days prior to the effective date of such termination. Neither party, by such termination, shall be deemed to have waived any rights under this Agreement.
- Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the COG under this Agreement which the Town requests to be kept confidential shall not be made available to any individual or organization by the COG without the prior written approval of the Town.
- Audit: Records with respect to all matters covered by this Agreement shall be made available for audit and inspection by the Town and/or their representatives.

IN WITNESS WHEREOF, the Town and the COG, have executed this agreement as of the date first written above.

Signature Attest/ Town of James Island

Mayor or Town/Town Administrator

Printed or Typed Name

Printed or Typed Name

Signature Attest/ the Berkeley-Charleston-
Dorchester Council of Governments

Executive Director

Printed or Typed Name

Ronald E. Mitchum
Printed or Typed Name

Contract #:
Contract Returned to BCDCOG Finance: _____

Town of James Island – Comprehensive Plan 10 Year Update

BACKGROUND AND PURPOSE

The authority for local governments to undertake planning and to apply zoning and land development regulations is granted by the SC General Assembly via the Local Government Comprehensive Planning Enabling Act of 1994 (hereafter referred to as “the Act”). The Act mandates that a Comprehensive Plan be systematically prepared and continuously evaluated with updates of the nine required elements as often as necessary. All nine (9) elements of the Plan must be updated at least every ten (10) years. Re-evaluation or review of the Plan elements must be conducted at least every five (5) years. The Planning Commission is charged with responsibility for preparing and recommending a new Plan for adoption by the governing body with the ten-year update. The Town of James Island’s Comprehensive Plan was adopted in 2015 and a five-year review was completed in 2021.

The scope of work herein will result in a comprehensively prepared 10-year vision and plan, informed by an inclusive public participation process, along with a report of current demographic, economic, and physical and environmental conditions for the Town of James Island.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

The BCD Council of Governments recognizes the importance of customizing and implementing a strong project management approach led by experienced project and task managers. The BCDCOG project management team will work with the Town of James Island Planning Staff to identify a schedule for completion and integration of various milestones that can be accomplished with available resources as identified in the budget.

The principal contact for the BCDCOG planning service team is Megan Clark, Assistant Planning Director. A team of COG staff including, but not limited to, a dedicated project manager, data and research planner, environmental and transportation/transit planners, and GIS planner will be assigned to work with Town staff to conduct the activities outlined herein.

Task 1.1: Project Schedule

The BCDCOG will develop a detailed project schedule that establishes start and end points for each project task; submittal dates for draft and final deliverables; and tentative project, agency and public meeting dates. The schedule will be updated monthly and any activities that have fallen behind will be flagged and schedule recovery actions identified.

Task 1.2: Quarterly Reporting and Invoices

The BCDCOG will prepare quarterly progress reports to accompany invoices that describe activities that have been completed in the preceding quarter; activities planned for the next quarter noting any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and project status relative to the schedule and budget. The BCDCOG will submit quarterly invoices and reports to the Town for review and processing for payment.

Task 1.3: Project Management Meetings

The BCDCOG will facilitate monthly Project Management Team meetings throughout the course of the project. Prior to each meeting, the BCDCOG will prepare an agenda and accompanying materials for discussion. The meetings will be added to the project schedule once an official notice of contract execution is received in order to account for holiday conflicts. The BCDCOG will deliver summary meeting notes for circulation among the Town’s Planning team within five business days of each meeting. The BCDCOG will develop and maintain an Action Item List to facilitate the expedited

resolution of issues and decision points. The Action Item List will be reviewed at each Project Management Team meeting and updated for inclusion with the meeting summaries.

Responsibilities / Deliverables of BCDCOG:

- Project Schedule & Monthly Schedule Updates
- Quarterly Progress Reports/Invoices
- Monthly PM Meeting Agendas, Summaries and Action Item List

Responsibilities / Deliverables of the Town:

- Participate in monthly Project Management Team meetings

TASK 2 – DATA COLLECTION AND ASSESSMENT

The BCDCOG staff will compile and analyze trends in population, housing, environmental and economic data to document existing conditions for the required elements of the comprehensive plan.

Task 2.1 – Data Collection

The BCDCOG will conduct a review of existing conditions in the Town focused specifically on the following areas:

Studies and Plans

The BCDCOG will conduct a review of, and integrate as appropriate, any relevant studies and plans provided by the Town and identify key findings. Information regarding community facilities and services, Town and related public service/utility conditions, and plans for expansion will be gathered and provided by the Town Team.

Demographics & Resources

The BCDCOG will document existing socio-economic conditions and trends using the most current available census data and information provided by the Town. Socio-economic data will be analyzed for the Town along with regional comparisons on population growth, housing, and economic development to illustrate trends.

The BCDCOG will compile an inventory of cultural and natural resources within and adjacent to the Town along with an assessment of resiliency to inform goals and objectives of the plan.

Land Use, Transportation, and Community Facilities

The BCDCOG will assess current land use trends and policies. A review of transportation corridors will be performed to assess service levels and identify potential opportunities to improve connectivity and capacity of the existing systems.

Responsibilities / Deliverables of BCDCOG

- Existing Condition Elements: Population, Housing, Economic, Community Facilities, Resiliency, Cultural Resources, Transportation and Land Use changes
- Listing of key findings from any newly adopted plans/studies

Responsibilities / Deliverables of the Town:

- Assistance in gathering relevant demographic, employment, land use, and community facility information not publicly available.
- Newly adopted plans and studies to be reviewed.

Task 2.2 – Summary of Findings

BCDCOG staff will prepare existing conditions chapters for each of the State required elements, for inclusion in a review document for Planning Commission and Town Council consideration

Responsibilities / Deliverables of BCDCOG:

- Existing Conditions reports for nine element areas: Population, Housing, Economic, Community Facilities, Transportation, Land Use, Resiliency, Cultural and Natural Resources.

Responsibilities / Deliverables of the Town:

- Review and provide staff comments, consolidated into one document, on the reports within three weeks of delivery

Task 3 – PUBLIC ENGAGEMENT

The BCDCOG Staff will prepare materials for presentation at public workshop(s), committee and council meetings to solicit input and share findings of needs that will be formulated for action plan goals, priority focus areas, and policy recommendations.

Task 3.1: Public Engagement Program

In collaboration with Town staff, the BCDCOG will develop a program of public engagement activities designed to effectively reach the general public and resource agencies. The program of engagement activities will describe communication methods to be implemented to provide a forum for the dissemination of information about the project on an ongoing basis.

Responsibilities / Deliverables of BCDCOG:

- Coordinate meeting with Town staff to discuss key messaging, and proposed engagement activities

Task 3.2: Initial Plan Guidance (Assumes two public meetings, one with Planning Commission and one with Town Council)

The COG project manager will present to the Planning Commission and Town Council, at individual meetings, to inform Committee/Council members about the Comprehensive Plan's purpose, state mandate for 10-Year Comprehensive Plan, review process approach and schedule, and existing plan recommendations. This meeting will provide an early opportunity to identify any priority focus areas and opportunities for the Town.

Responsibilities / Deliverables of BCDCOG:

- Prepare and present overview of Comprehensive Planning review process and facilitate discussion of Town needs, opportunities and priorities
- Prepare summary of identified needs for staff review confirmation within three weeks of meeting

Responsibilities / Deliverables of the Town team:

- The Town project team will be responsible for coordinating meetings or placing discussions on the Planning Commission/Town Council agendas

Task 3.3: Public Input

The BCDCOG will facilitate one (1) Public Open House to educate the public and stakeholders on the current comprehensive plan, updated data and trends to solicit input and facilitate public participation in the plan's document. A Public Survey will also be distributed for input on priorities and goals to determine the overall vision for the plan.

Responsibilities / Deliverables of BCDCOG:

- The BCDCOG will coordinate the logistics of a public open house in conjunction with the Town project team
- The BCDCOG will provide up to three (3) staff members for the public open house
- The BCDCOG will be responsible for preparation and assist with distribution of all press releases, media advisories, and social media posts to promote the public open house
- The BCDCOG will be responsible for the design and content of display boards and informational materials, including but not limited to; Informational displays, meeting handouts, name tags, sign-in sheets, and comment forms
- The BCDCOG will prepare and disseminate a public survey using an electronic format

Responsibilities / Deliverables of the Town Team:

- The Town will coordinate the scheduling of the Public open house and identify meeting venues
- The Town will coordinate and disseminate information using a variety of media to publicize the public open house, survey and any applicable website updates
- The Town team will coordinate posting of meeting materials on its website along with dissemination of press releases

TASK 4 – FORMULATE UPDATED GOALS, STRATEGIES & IMPLEMENTATION

Task 4.1 – Goals and Strategies

Building on the outcomes from Tasks 2 and 3, Action Plan goals and strategies will be developed, vetted, and confirmed. The BCDCOG will use public input, advisory committee and staff input as well as the needs assessment to develop an initial set of goals and strategies for implementation, to be reviewed and vetted with Town staff and subsequently by the public.

Responsibilities / Deliverables of BCDCOG:

- Review recent studies/activities to identify goals and strategies
- Prepare memo identifying goals and strategies for Town project team review.

Responsibilities / Deliverables of the Town:

- Review and comment on goals and suggested strategies.

Task 4.2 – Develop Implementation Strategies and Priority Investment Matrix

Based on initial vetting of goals and objectives, the BCDCOG will compile draft implementation strategies for discussion. BCDCOG will prepare a matrix of accepted implementation strategies, timeframes and responsible parties (Action Plan).

Based on results from all previous tasks, BCDCOG will prepare a matrix of priority investments and potential funding sources for consideration.

Responsibilities / Deliverables of BCDCOG:

- Develop Action Plan matrix.
- Develop priority investment element/matrix

Responsibilities / Deliverables of the Town:

- Review and comment on Action Plan of implementation strategies, performance measures and priority investment recommendations.

TASK 5 – Preparation and Public Vetting of Plan Draft

Using information, data, and input compiled in Tasks 2, 3 and 4, the BCDCOG will prepare a draft plan for review and public vetting.

1. An initial draft will be delivered to the Town project team for review and comment.
2. A compilation of public input and a draft plan will be presented to the Planning Commission for consideration prior to making a recommendation of Plan adoption.

Responsibilities / Deliverables of BCDCOG:

- Preparation of initial draft Plan and appropriate maps/graphics for Town project team review.
- Technical memorandum on public input gathered on draft Plan.
- Comprehensive Plan for Presentation and Planning Commission Public Hearing

Responsibilities / Deliverables of the Town:

- Review and comment on the initial draft of Plan within two weeks of delivery.
- Participation in review/consideration of final draft.
- Participation in identifying Public Hearing meeting date and location.

TASK 6 – FINAL PLAN ADOPTION AND DOCUMENTATION

BCDCOG staff will present the final draft of the 10-Year Comprehensive Plan to the Planning Commission for resolution of acceptance. BCDCOG staff will assist in making further revisions if needed to move the draft Plan forward to Town Council for consideration. Staff will be in attendance to make a presentation at Town Council for introduction of an ordinance to adopt the plan.

Printed copies (number TBD) and an electronic file of the final plan will be provided to the Town.

BCDCOG will work with the Town to ensure provision of the Plan in a format for posting on the website.

Total Estimated Hours: 495

Estimate Cost: \$50,000*

*Only actual costs will be billed

Note: Requested materials or tasks (including additional public meetings) not in scope can be provided at an additional cost.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF JAMES ISLAND, SOUTH CAROLINA
AND SAFEbuilt CAROLINAS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between the Town of James Island, South Carolina (“Municipality”) and SAFEbuilt Carolinas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for

subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY

BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 14, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as

between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 12, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Brook Lyon, Mayor
Town of James Island
1238-B Camp Road
James Island, SC 29412
Email: blyon@jamesislandsc.us

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt Carolinas, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of South Carolina, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt CAROLINAS, LLC

TOWN OF JAMES ISLAND, SOUTH CAROLINA

Matthew K. Digitally signed by
Matthew K. Causley
Date: 2026.03.17
10:29:08 -04'00'
By: Causley
Name: Matthew K. Causley
Title: Chief Operating Officer
Date: March 17, 2026

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Intake plans and related documents
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with Municipal staff and maintain a professional image
- Determine permit fees, if requested
- Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for Municipal Boards and Commissions – if requested

- Provide input, tracking and reporting to help increase efficiencies

Code Enforcement Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested
- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions – as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

Rental Housing/Property Maintenance Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Help manage the program and attend meetings as requested
- Accept and review application forms and determine compliance with requirements
- Inspect dwellings, dwelling units, and property to ensure compliance with ordinance requirements
- Issue documentation for dwellings, dwelling units, and properties found to be in compliance
- Provide documentation for dwellings, dwelling units and property in violation of requirements
- Provide rental inspection services as called for by ordinance or state law, whichever has jurisdiction
- Provide annual rental dwelling inspections
- Provide statistical, narrative information and detailed reports within agreed upon frequencies

Floodplain Management Services

- Facilitate and assist with the floodplain oversight program as established by Municipality
- Assist Municipality with Municipal CRS audit and provide assistance on improving Municipal CRS rating
- Assist in the preparation of annual re-certification statements for continuing program compliance
- Review elevation certificates for new construction projects
- Assist the Municipality on all required flood plain documentation and elevation certificates before issuance of certificate of occupancy
- Assess current practices to help ensure Municipality is credited with eligible CRS program elements and maintain or improve current classification rating
- Provide assistance with the establishment of a Program for Public Information (PPI) to increase public awareness and earn higher CRS program ratings to reduce flood insurance premiums

Reporting Services

- Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality will facilitate annual rental registration

- Municipality will adopt building construction permit fee schedule for building department services accordance with Exhibit D.

4. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis during mutually agreed upon hours
- Building Official or designated representative will be available at the Municipal offices during mutually agreed upon hours
- Permit Technician will be on-site during mutually agreed upon hours
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will meet with the public by appointment

Deliverables			
INSPECTION SERVICES	Forty-eight (48) business hours lead time is required		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	- Single-family within	10 business days	10 business days or less
	- Multi-family within	10 business days	10 business days or less
	- Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	- Large commercial within	20 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- Upon completion of the initial term and annually thereafter, the rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. In the event that the increase in the CPI for the relevant period exceeds 4%, the exceedance shall carry over to the next and subsequent calendar years and, subject to the 4% annual cap, rates shall be increased by the amount of the exceedance and any increase during the preceding period. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD HOURLY RATE*
Building Department Services, includes: <ul style="list-style-type: none"> – Building Official – Inspections – Plan Review – Permit Technician 	90% of permit fees
Short Term Rental Inspections	\$175.00 per inspection
Flood Plain Manager	\$135.00 per hour - one (1) hour minimum
Code Enforcement Services	\$85.00 per hour – four (4) hour minimum
Storm Water Reviews	\$197.00 per hour - one (1) hour minimum
CommunityCore	No cost to Municipality

* Municipality will adopt the Building Construction Permit Fees schedule for building department services in accordance with Exhibit D.

Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum. Services requested on Saturdays will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum. Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.



EXHIBIT C-TERMS & CONDITIONS

Meritage Systems CommunityCore: Description of Services

TOWN OF JAMES ISLAND, SC

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	3
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input type="checkbox"/>	\$	\$	
GIS Integration: Permitting	<input type="checkbox"/>	\$	\$	
Contractor & Business Licensing	<input checked="" type="checkbox"/>	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input checked="" type="checkbox"/>	\$	NA	
System Training	<input checked="" type="checkbox"/>		NA	
Total:		\$0.00	\$0.00	3

CommunityCore Permit Management Features:

PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

2. Customer's Access To And Use Of The Services.

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: (a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortious, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Schedule of Fees

EXHIBIT D- BUILDING CONSTRUCTION PERMIT FEES

For all new construction, additions, alterations, renovations, including manufactured homes, swimming pools, permanent signs, and cell towers.

Building Permit Valuations will be determined based on occupancy, construction type and the average square foot cost based on the latest ICC Building Permit Valuation Data published every six (6) months

Construction cost	Permit fee	Plan review as required
\$0-\$5,000	\$125	One half of permit fee
\$5,001-\$10,000	\$125 for the first \$5,000 plus \$8 for each additional thousand or fraction thereof	One half of permit fee
\$10,001-\$50,000	\$165 for the first \$10,000 plus \$7 for each additional \$1,000 or fraction thereof	One half of permit fee
\$50,001-\$100,000	\$445 for the first \$50,000 plus \$6 for each additional thousand or fraction thereof	One half of permit fee
\$100,001-\$500,000	\$745 for the first \$100,000 plus \$5 for each additional \$1,000 or fraction thereof	One half of permit fee
More than \$500,000	\$2,745 for the first \$500,000 plus \$4 for each additional \$1,000 or fraction thereof	One half of permit fee

Mechanical, Plumbing, Electrical Permits

Cost of Job	Permit fee
\$0-\$10,000	\$125
\$10,001-\$50,000	\$125 for the first \$10,000 plus \$8 for each additional thousand or fraction thereof
\$50,001-\$100,000	\$320 for first \$50,001 plus \$6 for each additional thousand or fraction thereof
\$100,001-\$500,000	\$620 for the first \$100,001 plus \$4.00 for each additional thousand or fraction thereof
More than \$500,000	\$2,220 for the first \$500,001 plus \$2.00 for each additional thousand or fraction thereof

Other related permit fees

REINSPECTION FEE when required	\$125 per occurrence
Demolition permit	\$150
Moving Permit	\$150
Failure to acquire permit	Twice the amount of the permit not acquired
Change of use inspection	\$250
Application filing fee	\$50
flood plain management compliance inspection	\$100
Storm water review/management	<u>\$250</u>
Fireworks Stands Permits	<u>\$125</u>
Floodplain Management Compliance Inspection	<u>\$100</u>
Hazardous Occupant Permit	<u>\$100</u>
Flood Zone Filing Fee	<u>\$250</u>

Staff Summary of Amendments to the Building, Flood, and Zoning Ordinances

April 16, 2026

Background: The Town has an Intergovernmental Agreement with Charleston County where they provide building and floodplain management-related services (among other services) on behalf of the Town of James Island. The Town has been actively working to create its own Building Services Department where these services will be provided internally, which includes many facets that are necessary to have solid ordinances in place from the beginning, making any necessary updates to ordinances, to ensure that the ordinances that are affected by this change are consistent throughout the Town's Code of Ordinances.

In order for the Town to take over these duties beginning **May 1, 2026**, three ordinances need to be amended; the Zoning and Land Development Regulations Ordinance (Chapter 153), the Flood Damage Prevention Ordinance (Chapter 151), and the Town Building Regulations Ordinance (Chapter 150). A summary of the ordinance amendments are as follows.

Building Ordinance (Chapter 150)

- General clerical corrections throughout; including changing references from “county” to “Town”, removing references to Charleston County ordinances and replacing with Town ordinances (as needed).
- Adding “short term rental” as an occupancy type that may trigger a “change in occupancy” review process.
- Change reference from Building Inspection Services (the name of the Charleston County Department) to “Department of Building Services”.
- Granting the Mayor or her designee as the appointing authority for the position of Building Official, etc.
- Referrals made through the online permit system, electronic copies and reduction of the quantity of required paper submittals.
- Reference to approvals made by Charleston County, on behalf of the Town, will remain in effect until the completion of the projects. After 180 days, a new application will be required. This will only stay in place for the first 6 months, from May 2026 through October 2026.
- ~~Removal of required Contractor Licensing provisions (throughout), and replacement with less stringent “Contractor License Verification/Registration”. Instead of a required annual renewal that is done at the county, the Town will just verify upon application submittal that contractors are licensed by the SC Labor, Licensing, and Registration (LLR) for the type of work they are due to perform, and are in good standing with the State. A nominal fee is required; either \$10 or \$50 for contractor's not holding a state license (under Charleston County a new license cost is \$100 and a renewal is \$50).~~

- *Fees*: an updated and simplified fee scheduled based on what all of area municipalities charge, based on the valuation of the work to be performed.
- Updates to, and removal of non-applicable definitions, as needed.
- Changes made throughout designating the Town's authorized agent and Board that will hear appeals or adjustments to the Building Ordinance and appeals of administrative decisions of the Building Official from the Charleston County Construction Board of Adjustment and Appeals to the Town's Board of Zoning Appeals. This includes removal of all language regarding the requirements/qualifications of the members of the Construction Board of Adjustment and Appeals. Because these duties are re-assigned to the Town's Board of Zoning Appeals, this criteria is no longer applicable and will fall under the Zoning ordinance where this Board originates.

Flood Ordinance (Chapter 151)

- NOTE: All substantive amendments proposed were passed by Charleston County Council and implemented/enforced on the Town's behalf over the last couple of years. These were presented as smaller groups of amendments and were not shared with the Town so that corresponding amendments could be made to the Town's ordinance. These differences were discovered while looking through the language to see where clerical changes needed to be made.
- Appeals and variances to the floodplain management ordinance will be heard by the Town's Board of Zoning Appeals instead of the Charleston County Construction Board of Adjustment and Appeals.
- Additional references and definitions have been added to be in compliance with FEMA regulations.
- Defining "Existing Construction" or "Pre-FIRM" as the date of the first Flood Insurance Rate Map (FIRM) for our community in Nov. 1973. The date previously provided was based on Charleston County's first flood ordinance.
- Describes how the Building Official is designated.
- Updates to how applications are submitted and reviewed (electronic).
- Clarifications to the referenced manuals for stormwater, SCDOT, etc.
- Removal of an allowance to construct stem-wall foundations in the Coastal A Zones. This was previously removed by Charleston County's ordinance and gives the Town better standards for this type of construction.



(example of a stem-wall foundation; similar construction to an “elevated slab” where it appears to look like a crawl space is being constructed but after the form is made it is backfilled with dirt and the new slab is constructed on top)

- Appeals and Variances to the floodplain management ordinance are redirected from the Charleston County Construction Board of Adjustment and Appeals to the Town’s Board of Zoning Appeals.
- Redirecting provisions for inspections from Charleston County to Town Building Official.
- Clarifying that non-conforming uses are those as described by the zoning ordinance.

Zoning Ordinance (Chapter 153)

- Add to the decision-making authority of the Board of Zoning Appeals to hear:
 - Variances as allowed in the Flood ordinance
 - Adjustments as allowed in the Building ordinance
 - Appeals of administrative decisions in floodplain regulations (Ch. 151) and building regulations (Ch. 150)

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: GENERAL PROVISIONS, BOARD OF ZONING APPEALS, SECTION 153.027 (B) AND (C) (EXHIBIT A):

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has recommended that the Town of James Island Council adopt the proposed text amendments of the ZLDR as set forth in Sections 153.027 herein; and

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

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

- (1). The proposed amendment corrects an error or inconsistency or meets the

challenge of a changing condition; and

- (B). The proposed amendment is consistent with the adopted Town of James Island Comprehensive Plan and goals as stated in Section 153.005; and
- (C). The proposed amendment is 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 AMENDMENT 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 153.027, is attached hereto as "Exhibit A", and made a part of this Ordinance by reference.

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 30th day of April 2026.

TOWN OF JAMES ISLAND COUNCIL

By: _____
Brook Lyon
Mayor of the Town of James Island

ATTEST:

By: _____
Frances Simmons
Town Clerk of the Town of James Island

First Reading: April 16, 2026
Public Hearing: April 30, 2026
Second Reading: April 30, 2026

ORDINANCE 2026-02, EXHIBIT A

CHAPTER 153: ZONING AND LAND DEVELOPMENT REGULATIONS

General Provisions

§ 153.027 BOARD OF ZONING APPEALS.

(A) Review authority. The Board of Zoning Appeals does not act in a review or recommending capacity.

(B) Decision-making authority. The Board of Zoning Appeals shall have final decision-making authority on the following matters:

(1) Special exceptions;

(2) Variances, ***including those described in Section 151.55 of the Flood Damage Prevention Ordinance; and***

(3) Adjustments as described in Section 150.14 of the Town Building Regulations Ordinance; and

(43) Appeals of administrative decisions on:

(a) Zoning-related matters as described in this Chapter;

(b) Floodplain regulations-related matters, as described in Chapter 151 of the Code of Ordinances; and

(a) Building regulations-related matters, as described in Chapter 150 of the Code of Ordinances.

(C) Officers, rules, meetings, and minutes. Pursuant to S.C. Code § 6-29-**790360**, the Board of Zoning Appeals shall elect one of its members as chair who shall serve for one year or until re-election or a successor is elected and qualified. The Board of Zoning Appeals shall adopt rules and procedures in accordance with the provisions of this chapter not inconsistent with the provisions of S.C. Code Title 6, Chapter 29, as amended. The Board of Zoning Appeals shall appoint a secretary. The secretary may be an employee of the town. Meetings of the Board shall be at the call of the chair and at such other times as the Board of Zoning Appeals may determine. Public notice of all meetings of the Board of Zoning Appeals shall be provided by publication in a newspaper of general circulation in the town. The Board of Zoning Appeals shall keep minutes of its proceedings, showing the vote of each member upon each question or if absent or failing to vote. The Board of Zoning Appeals shall maintain records of its examinations and official actions, all of which, upon approval, shall be filed immediately in the office of the Zoning Administrator. Such records shall be available for public review and inspection during normal business hours.

(D) Composition. The Board of Zoning Appeals shall consist of five members appointed by the Town Council for terms of four years each; provided, however, that, of the initial members of the Board of Zoning Appeals, three members shall be appointed for four-year terms and two members shall be appointed for two-year terms. Members shall serve until their successors are appointed and qualified. Any vacancy which may occur on the Board of

ORDINANCE 2026-02, EXHIBIT A

Zoning Appeals shall be filled by the Town Council appointing a successor to serve out the un-expired term of the vacancy. In appointing members to the Board of Zoning Appeals, the Town Council shall consider their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. All members of the Board of Zoning Appeals shall reside within the municipal jurisdiction of the town. No member of the Board of Zoning Appeals may hold an elected public office.

(Ord. 2012-06, § 2.3, passed 10-18-2012; Ord. 2012-21, passed 12-20-2012; Ord. 2014-01, passed 2-20-2014)

**AMENDMENTS TO CHAPTER 150: TOWN BUILDING REGULATIONS ORDINANCE OF
THE TOWN OF JAMES ISLAND CODE OF ORDINANCES**

WHEREAS, it is in the best interest of the citizens of the Town of James Island to have an updated ordinance for administering the State of South Carolina adopted building codes in the Town; and

WHEREAS, in order to better serve the residents and property owners in the Town of James Island, the Town will no longer request these services be provided by Charleston County Building Inspection Services and will instead administer its own building services program; and

WHEREAS, in recognition of this change, it is essential that the Town takes the time to review and update its Town Building Regulations Ordinance, including its schedule of fees, as needed prior to beginning to offer these services on **May 1, 2026**; and

WHEREAS, the James Island Town Council finds it in the best interest and benefit to the general health, safety, and welfare of the residents of the Town of James Island to adopt the amendments to the Town Building Regulations Ordinance attached herein as “EXHIBIT A”.

NOW, THEREFORE, BE IT ORDAINED, by majority vote of Town Council, in meeting duly assembled **April 30, 2026**, that Chapter 150 of the Code of Ordinances of the Town of James Island, South Carolina is hereby amended.

Effective this 30th Day of April, 2026.

Brook Lyon, Mayor

ATTEST

Frances Simmons, Town Clerk

CHAPTER 150: TOWN BUILDING REGULATIONS

Section

- 150.01 General provisions
- 150.02 Applicability
- 150.03 Department of Building Inspection Services
- 150.04 Duties and powers of Building Official
- 150.05 Permits
- 150.06 Construction documents
- 150.07 Temporary structures and uses
- 150.08 Fees
- 150.09 Inspections
- 150.10 Certificate of occupancy
- 150.11 Service utilities
- 150.12 Licensing and registration
- 150.13 Unsafe dwellings and equipment
- 150.14 Construction Board of Adjustment and Appeals
- 150.15 Violations

- 150.99 Penalty

Editor's note:

The regulations set forth in this chapter are those of Charleston County Ordinance 1839, adopted by the county on January 20, 2015, which was adopted by the Town's Ordinance 2016-14 on January 19, 2017, as amended.

§ 150.01 GENERAL PROVISIONS.

(A) Title. These regulations shall be known as the Building Code of the Town of James Island, hereinafter referred to as "this chapter."

(B) Scope. The provisions of this chapter shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location,

Ordinance #2026-03 EXHIBIT A

maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

(C) Appendices. Provisions in the appendices shall not apply unless specifically adopted.

(D) Intent. The purpose of this chapter is to regulate the provisions found in S.C. Code §§ 6-9-5 et seq. and S.C. Code of Regulations 8-100 et seq. that establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

(E) Referenced codes. The provisions in divisions (E)(1) through (E)(8) below and referenced elsewhere in this chapter shall be considered part of the requirements of this chapter to the prescribed extent of each such reference.

(1) Building.

(a) The provisions of the International Building Code as adopted by the S. C. Building Codes Council shall apply to the construction of buildings and structures.

(b) Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code as adopted by the S.C. Building Code Council.

(2) Electrical. The provisions of the National Electrical Code as adopted by the S.C. Building Codes Council shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(3) Gas. The provisions of the International Fuel Gas Code as adopted by the S.C. Building Codes Council shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this chapter. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

(4) Mechanical. The provisions of the International Mechanical Code as adopted by the S.C. Building Codes Council shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

(5) Plumbing. The provisions of the International Plumbing Code as adopted by the S.C. Building Codes Council shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

Ordinance #2026-03 EXHIBIT A

(6) Fire prevention. The provisions of the International Fire Code as adopted by the S.C. Building Codes Council shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices, from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

(7) Energy. The provisions of the International Energy Conservation Code as adopted by the State of South Carolina shall apply to all matters governing the design and construction of buildings for energy efficiency.

(8) Unsafe buildings and equipment. (See § 150.13).

(F) Definitions. References throughout this chapter are defined as follows:

CODE OFFICIAL. Shall mean "Building Official."

(Ord. 2016-14, passed 1-19-2017)

§ 150.02 APPLICABILITY.

(A) Area of applicability. This chapter shall affect all ~~un~~incorporated areas of the Town, unless this chapter is adopted by an incorporated area, excluding any parcels of land owned by the state or the federal government, and any buildings and installations thereon unless duly requested or required by law.

(B) General. Where, in any specific case, different sections of this chapter specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(C) Other laws. The provisions of this chapter shall not be deemed to nullify any provisions of local, state, or federal law.

(D) Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this chapter.

(E) Referenced codes and standards.

(1) The codes and standards referenced in this chapter shall be considered part of the requirements of this chapter to the prescribed extent of each such reference. Where differences occur between provisions of this chapter and referenced codes and standards, the provisions of this chapter shall apply.

(2) Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and manufacturer's instructions shall apply.

Ordinance #2026-03 EXHIBIT A

(F) Partial invalidity. In the event that any part or provision of this chapter is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

(G) Existing structures.

(1) The legal occupancy of any structure existing on the date of adoption of this chapter shall be permitted to continue without change, except as is specifically covered in this chapter or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

(2) Existing installations. Building systems lawfully in existence at the time of the adoption of this chapter shall be permitted to have their use and maintenance continued if the use, maintenance or repair is in accordance with the original design and no hazard to life, health or property is created by such system.

(H) Maintenance. All building systems, materials, and appurtenances, both existing and new, and all parts thereof, shall be maintained in proper operating condition in accordance with the original design in a safe and sanitary condition. All devices or safeguards required by this chapter shall be maintained in compliance with the code edition under which they were installed.

(1) Maintenance of safeguards. Whenever or wherever any device, equipment, system, condition, arrangement, level of protection, or any other feature is required for compliance with the provisions of this chapter or otherwise installed, such device, equipment, system, condition, arrangement, level of protection, or other feature shall thereafter be continuously maintained in accordance with the chapter and applicable referenced standards, in effect on the date permitted or if done without permits at the time of installation.

(2) Testing and operation. Equipment requiring periodic testing or operation to ensure maintenance shall be tested or operated as specified in this chapter.

(a) Test and inspection records. Required test and inspection records shall be available to the Building Official at all times.

(b) Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this chapter.

(3) Supervision. Maintenance and testing shall be under the supervision of a responsible person who shall ensure that such maintenance and testing are conducted at specified intervals in accordance with this chapter.

(4) Rendering equipment inoperable. Portable or fixed fire-extinguishing systems or devices and fire-warning systems shall not be rendered inoperative or inaccessible except as necessary during emergencies, maintenance, repairs, alterations, drills or prescribed testing.

Ordinance #2026-03 EXHIBIT A

(5) Owner/occupant responsibility. Correction and abatement of violations of this chapter shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this chapter, the occupant shall be held responsible for the abatement of such hazardous conditions.

(6) Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The Building Official, upon finding any overcrowding conditions or obstructions in aisles, passageways, or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to cause the event to be stopped until such condition or obstruction is corrected.

(I) Additions, alterations, or repairs. Additions, alterations, or repairs to any structure or building systems shall conform to that required for a new structure without requiring the existing structure to comply with all of the requirements of this chapter, unless otherwise stated. Additions, alterations, or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building. See division (L) of this section concerning substantial improvements.

(J) Historic buildings.

(1) The provisions of this chapter relating to the construction, alteration, repair, enlargement restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and/or classified by the federal, state or town as historic buildings when such buildings or structures are judged by the Building Official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation, change of occupancy, or moving of buildings.

(2) HISTORIC BUILDINGS are defined as:

(a) Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places;

(b) Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district, or a district preliminarily determined to qualify as an historic district;

(c) Designated as historic under a state or local historic preservation program that is approved by the Department of Interior; or

(d) Individually listed on a local inventory of historical places that has been certified by the South Carolina Department of Archives and History.

(K) Moved buildings. Buildings and/or structures and their components moved into or within the Town shall comply with the provisions of this chapter for new installations.

(L) Substantially improved or substantially damaged existing buildings and structures. The Building Official shall examine or cause to be examined the construction documents for reconstruction, rehabilitation, addition, or other improvement of existing buildings or

Ordinance #2026-03 EXHIBIT A

structures, and shall prepare a finding with regard to the value of the proposed work. For buildings that have sustained damage of any origin and/or improvement to a building or structure, the value of the proposed work shall include the cost to repair the building or structure to its pre-damaged condition and/or cost of any improvements. If the Building Official finds that the value of proposed work equals or exceeds 50% of the fair market value of the building or structure, the entire building or structure shall be brought into compliance with all applicable codes.

(M) Change in occupancy (including use as Short Term Rental). It shall be unlawful to make a change in the occupancy of any structure which will subject the structure to any special provision of this chapter applicable to the new occupancy without approval. The Building Official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to the public health, safety, or welfare.

(N) Requirements not covered by this chapter. Requirements necessary for the strength, stability, or proper operation of an existing or proposed building or structure and its components, or for the public safety, health and general welfare, not specifically covered by this chapter, shall be determined by the Building Official.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.03 DEPARTMENT OF BUILDING INSPECTION SERVICES.

(A) Creation of enforcement agency. The Department of Building Inspection Services is hereby created and the official in charge thereof shall be known as the Building Official.

(B) Appointment. The Building Official shall be appointed by the appointing authority Mayor, or his/her designee, of the Town of James Island.

(C) Deputies. In accordance with the prescribed procedures of this Town and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a Deputy Building Official, the related technical officers, inspectors, plan examiners, and other employees. Such employees shall have powers as delegated by the Building Official upon approval of the Mayor.

(Ord. 2016-14, passed 1-19-2017)

§ 150.04 DUTIES AND POWERS OF BUILDING OFFICIAL.

(A) General. The Building Official is hereby authorized and directed to enforce the provisions of this chapter. The Building Official shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in

Ordinance #2026-03 EXHIBIT A

compliance with the intent and purpose of this chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this chapter.

(B) Applications and permits. The Building Official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this chapter.

(C) Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this chapter.

(D) Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual.

(E) Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this chapter.

(F) Right of entry. Where it is necessary to make an inspection to enforce the provisions of this chapter, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this chapter which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this chapter, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

(G) Department records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

(H) Liability. The Building Official, member of the board designated to review appeals, Construction Board of Adjustment and Appeals or employee charged with the enforcement of this chapter, while acting for the Town in good faith and without malice in the discharge of the duties required by this chapter or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this chapter shall be defended by legal representative of the Town until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this chapter.

Ordinance #2026-03 EXHIBIT A

(I) Approved materials and equipment.

(1) Materials, equipment, and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

(2) Used materials and equipment. The use of used materials which meet the requirements of this chapter for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

(J) Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this chapter, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this chapter impractical and the modification is in compliance with the intent and purpose of this chapter and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of the action granting modifications shall be recorded and entered in the files of the Department of Building Services.

(K) Alternative materials, design and methods of construction and equipment. The provisions of this chapter are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this chapter, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this chapter, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this chapter in quality, strength, effectiveness, fire resistance, durability, and safety.

(1) Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this chapter, shall consist of valid research reports from approved sources.

(2) Tests. Whenever there is insufficient evidence of compliance with the provisions of this chapter, or evidence that a material or method does not conform to the requirements of this chapter, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the Town. Test methods shall be as specified in this chapter or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

(L) Evacuation. The Building Official and/or the Fire Department Official in charge of an incident shall be authorized to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants. Persons so notified shall immediately leave the structure or

Ordinance #2026-03 EXHIBIT A

premises and shall not enter or re-enter until authorized to do so by the Building Official and/or the Fire Department Official in charge of the incident.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.05 PERMITS.

(A) Required permits.

(1) Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this chapter, or to cause any such work to be done, shall first make application; to the Building Official and obtain the required permit.

(2) Additional required permits. The Building Official is authorized to issue permits for work as set forth in divisions (A)(2)(a) through (A)(2)(c) of this section.

(a) Automatic fire-extinguishing systems. A permit is required for installation of or modification to an automatic fire-extinguishing system. Maintenance performed in accordance with this chapter is not considered a modification and does not require a permit.

(b) Fire alarm and detection systems and related equipment.

1. A permit is required for installation of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this chapter is not considered a modification and does not require a permit.

2. Exception: Residential type smoke detectors installed individually or wired in series in single-family residences.

(c) Fire pumps and related equipment. A permit is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators. Maintenance performed in accordance with this chapter is not considered a modification and does not require a permit.

(d) Hazardous materials. A permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 27 of the International Fire Code.

(e) Private fire hydrants. A permit is required for the installation or modification of private fire hydrants and their systems.

(f) Standpipe systems. A permit is required for the installation, modification, or removal from service of a standpipe system. Maintenance performed in accordance with this chapter is not considered a modification and does not require a permit.

Ordinance #2026-03 EXHIBIT A

~~(g) Special permits. In addition to the required permits, the following permits are required for the following installation and/or repairs; vinyl siding, insulation, roofing, floor covering/carpet, masonry, drywall, carpentry, stucco, paint/wallpaper, low voltage electrical, and elevators, landscape/site development.~~

(B) Work exempt from permit.

(1) Exemptions from permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of this Town. Permits shall not be required for the following:

(a) Building.

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).

2. Fences not over seven feet (2133.6 mm) high.

3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.

4. Retaining walls that are not over four feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.

5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.

6. Temporary motion picture, television and theater stage sets and scenery.

7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (19,000 L) and are installed entirely above ground.

8. Shade cloth structures constructed for nursery or agricultural purposes, and not including service systems.

9. Swings and other playground equipment.

10. Nonfixed and movable fixtures, cases, racks, counters, and partitions not over five feet nine inches (1753 mm) in height.

11. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

(b) Electrical.

Ordinance #2026-03 EXHIBIT A

1. Repairs and maintenance. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. Radio and television transmitting stations. The provisions of this chapter shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installation of towers and antennas.

3. Temporary testing systems. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(c) Gas.

1. Portable gas equipment of all types that is not connected to a fixed fuel piping system.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

3. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

(d) Mechanical.

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this chapter.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing ten pounds (five kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

(e) Plumbing.

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this chapter.

Ordinance #2026-03 EXHIBIT A

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

(f) Energy. The following need not comply provided the energy use of the building is not increased:

1. Storm windows installed over existing fenestration.
2. Glass only replacements in an existing sash and frame.
3. Construction where the existing roof, wall or floor cavity is not exposed.

(2) Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

(3) Repairs. Application or notice to the Building Official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

(4) Public service agencies. A permit shall not be required for the installation, alteration, or repair of generation; transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

(C) Application for permit.

(1) Filing of application. To obtain a permit, the applicant shall first file an application ~~therefore in writing on a form~~ furnished by the Department of Building Services for that purpose. Such application shall:

(a) Identify and describe the work to be covered by the permit for which application is made;

(b) Describe the land on which the proposed work is to be done by address and tax map number (TMS) or property identification number (PID);

(c) Indicate the use and occupancy for which the proposed work is intended;

(d) Be accompanied by construction documents and other information as required in § 150.06.

(e) State the valuation of the proposed work.

Ordinance #2026-03 EXHIBIT A

(f) Be signed by the applicant, or the applicant's authorized agent.

(g) Submit such other data and information as required by the Building Official.

(2) Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons, therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this chapter and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable.

(3) Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(D) Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter or of any other ordinance of the Town. Permits presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the Town shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this chapter or of any other ordinances of this Town.

(E) Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extensions shall be requested in writing and justifiable cause demonstrated.

(F) Suspension or revocation. The Building Official is authorized to suspend or revoke a permit issued under the provisions of this chapter wherever the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this chapter.

(G) Placement of permit. The building permit or copy shall be kept on the site for the work until the completion of the project at an accessible and visible location.

(H) Responsibility. It shall be the duty of every person who performs work for the installation or repair of building systems, for which this chapter is applicable, to comply with this chapter.

Ordinance #2026-03 EXHIBIT A

(I) Manufactured housing permits. In order for a permit to be issued to install a manufactured home in the Town, a copy of the current license of the installer or contractor, issued by the South Carolina Manufactured Housing Board, must be submitted with the application for the permit. If a retail dealer is installing the home, a current copy of the retail dealer's license, issued by the South Carolina Manufactured Housing Board, must be submitted with the application for the permit. The installer, contractor, or dealer may submit an electronic copy of the license, in an acceptable format such as JPEG or PDF, by email or through the online submittal system in place of a copy.

(J) Unauthorized tampering. Signs, tags, or seals posted or affixed by the Building Official shall not be mutilated, destroyed, or tampered with or removed without authorization from the Building Official.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.06 CONSTRUCTION DOCUMENTS.

(A) Submittal documents.

(1) Submission of documents.

(a) One ~~paper~~ electronic set of construction documents, statement of special inspections and other data, shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the Town in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

(b) Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this chapter.

(2) Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this chapter and relevant laws, ordinances, rules, and regulations, as determined by the Building Official.

(a) Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this chapter and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the IBC.

Ordinance #2026-03 EXHIBIT A

(b) Manufacturer's installation instructions. The manufacturer's installation instructions, as required by this chapter, shall be available on the job site at the time of inspection.

(3) Means of egress. The construction documents shall show in sufficient detail the location, construction, size, and character of all portions of the means of egress in compliance with the provisions of this chapter. In other than occupancies in groups R-2, R-3, and 1-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

(4) Exterior wall envelope.

(a) Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this chapter. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves, or parapets, means of drainage, water-resistive membrane, details around openings and wind-borne debris protection systems.

(b) The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system, which was tested, where applicable, as well as the test procedure used.

(5) Energy requirements. Details shall include, but are not limited to, insulation materials and their R-values; fenestration U-factors and SHGCs; system and equipment efficiencies, types, sizes, and controls; duct sealing, insulation and location; and air sealing details.

(B) Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing, to an engineer's scale, the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

(C) Examination of documents. The Building Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this chapter and other pertinent laws or ordinances.

(1) Approval of construction documents. When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code

Compliance.” One electronic set of construction documents so reviewed shall be retained by the Building Official. The Building Official may request that an approved paper set of construction documents be kept at the site of work until a Certificate of Occupancy has been issued.

(2) Previous approvals. This chapter shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this chapter and has not been abandoned. Approvals made by Charleston County, on behalf of the Town of James Island, shall be completed by Charleston County Building Inspection Services. After 180 days from issuance of approval by Charleston County, the Building Official may require a new application be made to the Town of James Island, and may waive any additional fees, in order to issue approval from the Town instead of Charleston County. This provision shall be in effect only during the initial 180-day period after the County is no longer issuing reviews and approvals on the Town’s behalf. After this period, all previous approvals shall be submitted as a new application.

(3) Phased approval. The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this chapter. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will be granted.

(4) Design professional in responsible charge.

(a) General.

1. When it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

2. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

3. Where structural observation is required by the IBC, the statement of special inspections shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.

Ordinance #2026-03 EXHIBIT A

(b) Deferred submittals.

1. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period.

2. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

3. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

(D) Amend construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

(E) Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, as required by state, local laws or in accordance with the Town records retention schedule.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.07 TEMPORARY STRUCTURES AND USES.

(A) General. The Building Official is authorized to issue a permit for temporary structures and temporary occupancy/uses. Such permits shall be limited as to time of service but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

(B) Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation, and sanitary requirements of this code as necessary to ensure public health, safety, and general welfare.

(C) Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in the National Electrical Code.

Ordinance #2026-03 EXHIBIT A

(D) Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.08 FEES.

(A) Payment of fees. A permit shall not be valid until the permit, ~~contractor license~~ license verification/registration (if applicable), ~~and/or~~ business license, and other fees as prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fees, if any, have been paid.

~~(B) Contractor LLR License Verification/Registration. Any permit application requiring a South Carolina contractor's license (as prescribed by the South Carolina Labor, Licensing, and Registration) shall pay a fee which covers the research required to review the licensee's current registration status prior to permit issuance.~~

~~_____ [1] _____ LLR License Verification/Registration Fee: \$10.00~~

~~_____ [2] _____ Non-LLR Licensed Contractors Verification/Registration Fee: \$50.00~~

(B) Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the governing authority.

(C) Building permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. The final building permit valuation shall be set by the Building Official. **Valuations may be determined based on the latest ICC Building Permit Valuation Data published every six months.**

(D) Work commencing before permit issuance. Any person who commences any work on a building or structure before obtaining the necessary permits shall be subject to a double fee.

(E) Related fees. The payment of the fee for the construction, alteration, removal, or demolition for work done in connection to or concurrently with the work authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

(F) Refunds.

(1) There shall be no refund unless it is due to a Town mistake. All refunds caused by a Town mistake are to be referred to the ~~Building Official~~ Finance Director for processing.

Ordinance #2026-03 EXHIBIT A

(2) Exceptions: Requests for refunds by the applicant's mistake may be made up to financial close of books (~~3:304.00~~ pm) on the day the funds are paid.

(G) Permit fees. Fees shall be as established by the Town of James Island, as set forth below in this section.

<u>Total Valuation</u>	<u>Building Construction Permit Fees</u>
\$0 -\$5,000.00	No fee, unless an inspection is required, in which case a permit is required and a \$125 \$50.00 fee shall be charged
\$5001.00 to \$10,000.00	\$125 for the first \$5,000 plus \$8 for each additional thousand or fraction thereof \$50.00
\$10,001.00 to \$50,000.00	\$165 \$50.00 for the first \$10,000 plus \$7 for each additional thousand or fraction thereof
\$50,001.00 to \$100,000.00	\$445 \$242.00 for the first \$50,000.00 plus \$6 for each additional thousand or fraction thereof
\$100,001.00 to \$500,000.00	\$745 \$429.50 for the first \$100,000.00 plus \$5 for each additional thousand or fraction thereof
More than \$500,000.00	\$2,745 for the first \$500,000 plus \$4 for each additional thousand or fraction thereof

Mechanical, Plumbing, Electrical Permits

\$0 -\$10,000.00	\$125
\$10,001.00 to \$50,000.00	\$125 for the first \$10,000 plus \$8 for each additional thousand or fraction thereof \$50.00
\$50,001.00 to \$100,000.00	\$320 \$50.00 for the first \$50,001 plus \$6 for each additional thousand or fraction thereof
\$100,001.00 to \$500,000.00	\$620 \$242.00 for the first \$100,001 plus \$4 for each additional thousand or fraction thereof
More than \$500,000.00	\$2,220 for the first \$500,001 plus \$2 for each additional thousand or fraction thereof

(b) Working without permits: Double fee.

(3) Other permit fees.

No permit fee when the contractor is working as a subcontractor for the following activities: painting/wallpaper; floor covering, drywall (unless part of fire related assembly), trim, cabinets, shelving, countertops, closet systems, ~~and shower glass door, and vinyl siding.~~

Ordinance #2026-03 EXHIBIT A

Exceptions:

- (a) When permits are issued for work being done as the prime contractor, the fees shall be based on construction value as in division (G)(2) above, valuation chart, for the appropriate type of work being performed
- (b) Prime contractors permitted and performing subcontractor work utilizing their full-time regular hourly employees will be required to notify the Building Official of what work they are self-performing, be issued trade permits with no fee.

(4) Manufactured housing permit fees.

For setup on a new or existing site

\$250.00~~\$100.00~~

Note: Fees for modular construction as defined by the South Carolina Modular Construction Act shall be based upon the fee schedule for permits based on construction valuations.

(5) Inspection fees.

- (a) Reinspection When a reinspection fee is required, an additional fee of \$125.00~~\$50.00~~ will be charged for each inspection.
- (b) Minimum permit or inspection fee \$125.00~~\$50.00~~
- (c) Floodplain management compliance inspection \$100.00~~\$75.00~~
- (d) Hazardous occupant permits \$100.00
- (e) Fireworks stand permits \$125.00~~\$50.00~~
- (f) Structural moving permit fee \$100.00
- (g) Demolition permit fee \$150.00~~\$50.00~~

(6) Other fees.

- (a)

Ordinance #2026-03 EXHIBIT A

Plan review fees:

One-half permit fee based on construction valuations.

(b)

Construction in flood zones/filing fee:

~~\$250.00~~ \$20.00

Note: If a prime contractor has paid a flood zone filing fee, the subcontractor working for the prime contractor will not be charged an additional filing fee.

(c)

Application filing fee

\$50.00

(d)

Variance/appeal application fee

\$100.00

Note: Application fees for appeals successfully granted by ~~the Construction Board of Adjustment and Appeals~~ the designated board shall be applied to the required permit or plan review fees associated with the appealed project, or if all fees have been paid, the fees shall be refunded ~~reimbursed~~ to the applicant.

(e)

Vehicle-decal fee

\$6.00/vehicle/set

(f)

Annual vehicle

\$3.00

Ordinance #2026-03 EXHIBIT A

(7) Penalties. Where work for which a permit is required by this chapter is started or proceeded prior to obtaining said permit, the fees herein specific shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this chapter in the execution of work, nor from any other penalties prescribed herein.

(Ord. 2016-14, passed 1-19-2017)

Editor's Note:

~~The specific fees set forth in this section are those of Charleston County Ordinance 1840, adopted by the county on January 20, 2015, which was adopted by the town's Ordinance 2016-14 on January 19, 2017~~

§ 150.09 INSPECTIONS.

(A) General. Construction or work for which a permit is required, **including safety inspections**, shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this chapter or of other ordinances of the Town. Inspections presuming to give authority to violate or cancel the provisions of this chapter or of other ordinances of the Town shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the Town shall be liable for the expense entailed in the removal or replacement of any material required to allow inspection.

(B) Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined building, structures, and sites for which an application has been filed.

(C) Required inspections. The Building Official, upon notification, shall make the inspections set forth in divisions (C)(1) through (C)(12) below.

(1) Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

(2) Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the sub floor.

(3) Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor including the basement, and prior to further vertical construction, an elevation certificate as required in Chapter 151, Town Regulations Concerning Flood Damage Prevention, shall be submitted to the Building Official.

(4) Plumbing, mechanical, gas and electrical systems inspection.

(a) Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection.

(b) Exception: Back-filling of ground-source heat pump loop systems tested in accordance with the International Mechanical Code prior to inspection shall be permitted.

(5) Frame and masonry inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking, bracing and masonry are in place and pipes,

Ordinance #2026-03 EXHIBIT A

chimneys, and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

(6) Fire-resistance-rated construction inspection. Where fire-resistance-rated construction is required between dwelling units or due to location on property, the Building Official shall require an inspection of such construction after all lathing and/or wallboard is in place, but before any plaster is applied, or before wall-board joints and fasteners are taped and finished.

(7) Reinforced masonry, insulating concrete form (ICF) and conventionally formed concrete wall inspection. Reinforced masonry walls, insulating concrete form (ICF) walls and conventionally formed concrete walls shall be inspected after plumbing, mechanical, and electrical systems are embedded within the walls, reinforcing steel is in place and prior to placement of grout or concrete. Inspection shall verify the correct size, location, spacing, and lapping of reinforcing. For masonry walls, inspection shall also verify that the location of grout cleanouts and size of grout spaces comply with the requirements of this chapter.

(8) Fire-resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

(9) Energy efficiency inspections. Inspections shall be made to determine compliance with the International Energy Conservation Code and shall include, but not be limited to inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

(10) Other inspections. In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this chapter and other laws that are enforced by the Building Official.

(11) Special inspections. Special inspections shall be in compliance with the applicable provisions of this chapter.

(12) Final inspection. The final inspection shall be made after all work required by the applicable permits are completed.

(D) Inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

(E) Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspection of such work that are required by this chapter.

(F) Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the

Ordinance #2026-03 EXHIBIT A

permit holder or his or her agent wherein the same fails to comply with this chapter. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.10 CERTIFICATE OF OCCUPANCY.

(A) Use and occupancy.

(1) No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the Town. Certificates presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the Town shall not be valid.

(2) Exception: Certificates of occupancy are not required for work exempt from permits.

(B) Change in use. Changes in the character or use of an existing structure shall not be made except in compliance with this chapter.

(C) Certificate issued. After the Building Official Inspects the building or structure and finds no violations of the provisions of this chapter or other laws that are enforced by the Department of Building Services, the Building Official shall issue a certificate of occupancy or certificate of completion that contains the following:

- (1) The permit number.
- (2) Permit issue date.
- (3) The address and tax map (TMS) number or property identification description (PID) of the structure.
- (4) The name of the contractor or permit holder.
- (5) A statement that describes the structure or portion thereof has been inspected for compliance with the requirements of this chapter.
- (6) The name of the Building Official.
- (7) The type of construction if applicable.
- (8) The design occupant load if applicable.
- (9) Flood zone information.
- (10) Any special stipulations and conditions of the building permit.

Ordinance #2026-03 EXHIBIT A

(D) Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

(E) Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this chapter wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this chapter.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.11 SERVICE UTILITIES.

(A) Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this chapter for which a permit is required, until released by the Building Official.

(B) Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

(C) Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this chapter and the codes referenced herein in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

(Ord. 2016-14, passed 1-19-2017) Penalty, § 150.99

§ 150.12 LICENSING AND REGISTRATION.

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BURGLAR ALARM SYSTEM. The installation service, maintenance or alteration of a system that detects intrusion, burglary, and breaking or entering but does not include home health care signaling devices.

EMPLOYEE. A regularly employed, qualified tradespersons on the premises owned or operated by the applicant for a permit.

Ordinance #2026-03 EXHIBIT A

FIRE ALARM SYSTEM. A system or portion of a combination system consisting of components and circuits arranged to monitor and announce the status of fire alarm or supervisory signal-initiating devices and to initiate the appropriate response to those signals.

FIRE SPRINKLER SYSTEM. A system of overhead or underground piping, or both, to protect the interior or exterior of a building or structure from fire where the primary extinguishing agent is water and designed in accordance with fire protection engineering standards. Fire protection sprinkler systems include the following types: water based or wet-pipe systems, water foam systems, dry-pipe systems, preaction systems, residential systems, deluge systems, combined dry-pipe and preaction systems, non-freeze systems, and circulating closed loop systems.

LOW VOLTAGE. A system consisting of an isolating power supply, the low-voltage luminaries, and associated equipment that are all identified for the use. The output circuits of the power supply are rated for not more than 25 amperes and operate at 30 volts (42.4 volts peak) or less under all load conditions.

OWNER. The property owner, owner's parents, sisters and brothers, children of the owner and owner's sisters and brothers, and those married to these family members; however, when actual hardship is caused by these limitations, the Building Official may waive these requirements.

SIGN OR OUTDOOR ADVERTISING SIGN. Any outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, billboard, or other thing which is designed, intended or used to advertise or inform, any part of the advertising or informative contents of which is visible from any place on the main traveled way of any road, street or highway for the purpose of this chapter.

SITE CONSTRUCTION WORK. Work is considered the act or process of altering the natural cover or topography and alters the quality or quantity of stormwater runoff.

SWIMMING POOLS. Any structure intended for swimming, recreational bathing or wading that contains water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

~~TOWN CONTRACTOR'S LICENSE~~LICENSE VERIFICATION. Duty of permit issuer to verify aAuthorization for a holder of a South Carolina license or registration issued by the South Carolina Contractors' Licensing Board, the South Carolina Residential Builders Commission, ~~or~~ the South Carolina Manufactured Housing Board, or an individual or company that installs, alters or repairs signs, low-volt electrical systems, or elevators to contract and/or perform construction work in the Town within the limits prescribed by the South Carolina Code of Laws or as established by Town ordinance.

~~TOWN CONTRACTOR'S REGISTRATION.~~ Authorization for a holder of a South Carolina registration issued by the South Carolina Residential Builders Commission or an individual or company that installs, alters or repairs swimming pools, signs, low-volt electrical systems, elevators or landscaping/site development, to contract and/or perform

~~construction work in the town within the limits prescribed by the South Carolina Code of Laws or as established by the town ordinance.~~

(B) ~~Town license or registration required~~License verification required. Before any person shall engage in the business of construction, alteration or repairs in any building or structure in the Town, he or she must obtain a license or registration from the ~~town as required~~appropriate entity as required by law. It shall be the duty of every contractor or builder who shall make contracts for erection or construction or repair of a building for which a permit is required in the Town, and every contractor or builder making such contracts and subletting the same or any part thereof, to secure a license or registration as provided herein.

(1) Anyone required to be licensed or registered by the Town as South Carolina LLR shall present a copy of his or her state license or registration, if required by state statutes. ~~If the application is satisfactory, a town license or registration shall be issued to the applicant within the limitations of the state license or registration is required by state statutes, or as established by the Construction Board of Adjustment and Appeal and upon payment of the required license and registration fee.~~

(2) Plumbing and electrical journeymen are limited to working only under a licensed plumber or licensed electrician and shall not be issued permits.

(C) Grounds for revocation; procedure for filing charges. ~~The Construction Board of Adjustment and Appeals~~Licensing Official for the Town may revoke ~~the license or registration~~permits of any building contractor who is found guilty of fraud or deceit in obtaining a license or registration, or gross negligence, incompetence, or misconduct in conducting his business as a contractor. Any person, who prefers charges of gross negligence, incompetence, or misconduct against any contractor licensed or registered under the provisions of this division, shall submit such charges in affidavit form and file same with the Licensing Official~~Secretary of the Construction Board of Adjustment and Appeals~~.

~~(D) License identification. All holders of a license or registration in the town shall display a current license or registration identification decal issued by the Building Official. This decal shall be displayed on the left and right sides of work vehicle(s).~~

(E) Limitations of work by owner. The performance of any kind of construction, alteration, or repair upon any property by the owner thereof shall be contingent on verification by the owner of his or her working knowledge of the kind of construction to be done prior to issuing a permit, such verification to be accomplished by such means as deemed sufficient by the Building Official. In the event the owner does not qualify as to the knowledge required to perform the work, the owner must then have a licensed or registered contractor secure a permit and do the work.

(F) Residential work by owner. Pursuant to S.C. Code, § 40-59-260 as amended, the following provisions shall apply to homeowners obtaining permits to perform construction-related work on their own homes:

Ordinance #2026-03 EXHIBIT A

(1) The owner shall do the construction-related work himself, with his own employees, or with licensed or registered contractors or individuals;

(2) The structure, group of structures, or appurtenances, including the improvements, shall be intended for the owner's sole occupancy or occupancy by the owner's family, and shall not be intended for sale or rent for a minimum of two years after completion or issuance of a certificate of occupancy;

(3) The term "sale" or "rent" includes an arrangement by which an owner received compensation in money, provisions, chattel, or labor from the occupancy, or the transfer of the property or the structures on the property;

(4) The general public shall not have access to this structure;

(5) This section does not exempt a person who is employed by the owner and who acts in the capacity of a builder of any kind;

(6) The homeowner shall personally appear and sign the building permit application and shall provide the Town of James Island with a disclosure statement provided by the Building Official or his designee; and

(7) The owner shall promptly file as a matter of public record a notice with the Register of Deeds, indexed under the owner's name in the grantor's index, stating that the residential building or structure was constructed by the owner as an unlicensed builder.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.13 UNSAFE DWELLINGS AND EQUIPMENT.

(A) Authority. The provisions of this section are adopted pursuant to "Building Code" by S.C. Code § ~~31-15-310 for municipalities in counties~~ and S.C. Code § 6-9-10.

(B) General. Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation or which constitute a fire hazard or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section.

(1) Investigation and filing of a complaint. Whenever it appears to the Building Official (on his own motion) that any dwelling is unfit for human habitation, the Building Official shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and all parties in interest in such dwelling a complaint stating the charges in that respect and containing a notice that a hearing will be held before the Building Official or his designated agent at a place therein fixed not less than ten days nor more than 30 days after the serving of such complaint; that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person

Ordinance #2026-03 EXHIBIT A

or otherwise and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Building Official;

(2) Powers of the Building Official. The Building Official may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this section, including the following powers in addition to others herein granted:

(a) To investigate the dwelling conditions in the Town in order to determine which dwellings therein are unfit for human habitation;

(b) To administer oaths and affirmations, examine witnesses and receive evidence;

(c) To enter upon premises for the purpose of making examinations, provided such entries be made in such manner as to cause the least possible inconvenience to the persons in possession;

(d) To appoint and fix the duties of such officers, agents and employees as deemed necessary to carry out the purposes of this chapter; and

(e) To delegate any of his functions and powers to such officers and agents as he may designate.

(3) Service of complaints or orders; posting and filing copies. Complaints or orders issued by the Building Official pursuant to this chapter shall be served upon persons either personally or by registered mail, but if the whereabouts of such persons is unknown and cannot be ascertained by the Building Official in the exercise of reasonable diligence and the Building Official shall make to that effect, then the serving of such complaint or order upon such persons may be made by publishing it once each week for two consecutive weeks in a newspaper printed and published in the municipality or, in the absence of such newspaper, in one printed and published in Charleston County and circulating in **the Town of James Island**. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of such complaint or order shall also be filed with **the clerk of the Magistrate's Court** in which the dwelling is located and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

(4) Determination of Building Official.

(a) That if, after such notice and hearing, the Building Official determines that the dwelling under consideration is unfit for human habitation he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

1. If the repair, alteration or improvement of the dwelling can be made at a reasonable cost in relation to the value of the dwelling (as determined by the Building Official), requiring the owner, within the time specified in the order, to repair, alter or improve such dwelling to render it fit for human habitation or to vacate and close the dwelling as a human habitation; or

Ordinance #2026-03 EXHIBIT A

2. If the repair, alteration, or improvement of the dwelling cannot be made at a reasonable cost in relation to the value of the dwelling (as determined by the Building Official), requiring the owner, within the time specified in the order, to remove or demolish such dwelling;

(b) That, if the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the Building Official may cause such dwelling to be repaired, altered or improved or to be vacated and closed; that the Building Official may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful";

(c) That, if the owner fails to comply with an order to remove or demolish the dwelling, the Building Official may cause such dwelling to be removed or demolished; and

(d) That the amount of the cost of such repairs, alterations, or improvements, vacating and closing, or removal or demolition by the Building Official shall be a lien against the real property upon which such cost was incurred and shall be collectible in the same manner as municipal taxes.

(C) Unsafe conditions.

(1) A vacant structure that is not secured against entry is considered an unsafe structure.

(2) The building, structure or portion thereof constitutes a fire hazard having received damage by fire, flood, earthquake, wind, or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirement established by this chapter, for new buildings.

(3) Any accessory structure and exterior appendage or portion of the building or structure, shall be maintained and kept in good repair and sound structural condition and must be securely fastened, attached, or anchored such that it is capable of resisting wind, seismic or similar loads must meet the requirements of this chapter.

(4) If for any reason the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.

(5) The building, structure, or portion thereof as a result of decay, deterioration or dilapidation is likely to fully or partially collapse.

(6) The building, structure or portion thereof has been constructed or maintained in violation of specific requirements of this chapter.

(7) Any building, structure, or portion thereof that is in such a condition as to constitute a public nuisance.

(8) The stress in any material, member, or portion thereof, due to all imposed loads including dead load exceeds the stresses allowed in this chapter for new buildings.

Ordinance #2026-03 EXHIBIT A

(9) Any means of egress or portion thereof, such as but not limited to fire doors, closing devices and fire resistive ratings, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe.

(10) Roofs shall be structurally sound and maintained in a safe manner and have no defects which might admit rain or cause dampness in the walls or interior portion of the building.

(11) Every inside and outside stair, porch and any appurtenance thereof shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon, shall be kept in sound condition, and good repair.

(D) Minimum standards.

(1) Windows and doors. Every window and door shall be substantially weather-tight, watertight and rodent-proof, and shall be kept in sound working condition and good repair.

(2) Wood surfaces and masonry joints. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All masonry joints shall be sufficiently tuck pointed to insure water and air tightness.

(3) Skirting. Existing skirting shall be maintained free from broken or missing sections, pieces or cross members. Skirting shall be securely attached and sized from the ground to the lower outside perimeter of the structure.

(4) Floors, walls, and ceilings. Every floor, interior wall and ceiling shall be substantially rodent proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

(5) Bathroom. Every bathroom shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms equipped with an approved ventilation system.

(6) Bathroom doors. Privacy of bathrooms shall be afforded by doors complete with privacy hardware intended by the manufacturer for that purpose.

(7) Electric lights and outlets. Where there is electric service available to the building structure, every habitable room or space shall contain at least two separate and remote receptacle outlets. Bedrooms shall have, in addition, at least one wall switch controlled lighting outlet, in kitchens, two separate circuits and controlled lighting outlets shall be provided (receptacles rendered inaccessible by appliances fastened in place or by appliances occupying dedicated space shall not be considered as these required outlets) and a wall or ceiling lighting outlet controlled by a wall switch shall be provided. Every hall, water closet compartment, bathroom, laundry room or furnace room shall contain at least one ceiling-mounted or wall-mounted lighting outlet in every bathroom and laundry room there shall be provided at least one receptacle outlet. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

Ordinance #2026-03 EXHIBIT A

(8) Light on public halls and stairways. Every electrical outlet and fixture, and all electrical wiring and equipment shall be installed, maintained and connected to a source of electric power in accordance with the provisions of the electrical code of the Town of James Island.

(9) Garbage disposal. Every owner or tenant shall dispose of all his garbage and any other organic waste which might provide food for rodents and all rubbish in a clean and sanitary manner.

(E) Additional minimum residential standards.

(1) General. No person shall occupy as owner-occupant or let or sublet to another for occupancy any dwelling or dwelling unit designed or intended to be used for the purpose of living, sleeping, cooking, or eating therein, nor shall any vacant dwelling building be permitted to exist which does not comply with the following requirements.

(a) Sanitary facilities. Every dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, and a water closet all in good working condition and properly connected to an approved water and sewer system. Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition free from defects, leaks, and obstructions.

(b) Location of sanitary facilities. All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of same. The water closet, tub or shower and lavatory shall be located in a room affording privacy to the user and such room shall have a minimum floor space of 30 square feet (2.8 m) with no dimension less than four feet. (1219 mm). Bathrooms shall be accessible from habitable rooms, hallways, corridors or other protected or enclosed area.

(c) Hot and cold water supply. Every dwelling unit shall have an adequate supply of both cold and hot water connected to the kitchen sink, lavatory and tub or shower. All water shall be supplied through an approved distribution system connected to a potable water supply.

(d) Water heating facilities. Every dwelling unit shall have water heating facilities which are properly installed and maintained in a safe and good working condition and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120°F (49°C). Such water heating facilities shall be capable of meeting the requirements when the dwelling or dwelling unit heating facilities required under the provisions of this chapter are not in operation. Apartment houses may use a centralized water heating facility capable of heating an adequate amount of water as required by the International Plumbing Code to not less than 120°F (49°C).

(e) Heating facilities. Every dwelling unit shall have permanent heating facilities which are properly installed, are maintained in safe and good working conditions, and are capable of safely and adequately heating all habitable rooms and bathrooms. Where a

Ordinance #2026-03 EXHIBIT A

central heating system is not provided, each dwelling unit shall be provided with facilities whereby heating appliances may be connected.

(f) Kitchen facilities. Every dwelling unit shall contain a kitchen equipped with the following minimum facilities:

1. Food preparation surfaces impervious to water and free of defects which could trap food or liquid.

2. Shelving, cabinets, or drawers for the storage of food and cooking and eating utensils, all of which shall be maintained in good repair.

3. Freestanding or permanently installed cook stove. Portable electric cooking equipment shall not fulfill this requirement. Portable cooking equipment employing flame shall be prohibited.

4. Mechanical refrigeration equipment for the storage of perishable foodstuffs. Exception: Nothing herein shall preclude a written agreement between the owner and tenant that the tenant will furnish mechanical refrigeration equipment and/or a cook stove as required in this section. It shall be an affirmative defense available to an owner charged with a violation of this section if such an agreement exists.

(g) Smoke detector and/or carbon monoxide systems. Every dwelling unit shall be provided with an approved listed detector, installed in accordance with the manufacturer's recommendations and listing. When activated, the detector shall provide an audible alarm. The detector shall be tested in accordance with and meet the requirements of UL 217, single and multiple station smoke detectors.

(2) Minimum requirements for light and ventilation.

(a) Windows.

1. Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be 8% of the floor area of such room. Whenever wall or other portions of structures face a window of any such room and such light-obstruction structures are located less than three feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least 15% of the total floor area of such room.

2. Exception: Where adequate artificial light is provided and controlled by a wall switch.

(b) Ventilation. The total of openable window area in every habitable space shall equal to at least 45% of the minimum window area or shall have other approved, equivalent ventilation. Year round mechanically ventilating conditioned air systems may be substituted for windows, as required herein, in rooms other than rooms used for sleeping purposes. Window type air-conditioning units are not included in this exception. Where

Ordinance #2026-03 EXHIBIT A

mechanical year round ventilation is not provided screens over opening must be in good working condition. Every habitable room shall have at least one window or skylight which can be easily opened or such other device as will adequately ventilate the room.

(3) Minimum dwelling space requirements.

(a) Required space in dwelling unit. Every dwelling unit shall contain at least 150 square feet (13.9 m²) of floor space for the first occupant thereof and at least an additional 100 square feet (9.3 m²) of floor area per additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.

(b) Required space in sleeping rooms. In every dwelling unit, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet (4.6 m²) of floor space for each occupant thereof.

(c) Minimum ceiling height. Habitable (space) rooms other than kitchens, storage rooms and laundry rooms shall have a ceiling height of not less than seven feet (2134 mm). Hallways, corridors, bathrooms, water closet rooms and kitchens shall have a ceiling height of not less than seven feet (2134 mm) measured to the lowest projection from the ceiling. If any room in a building has a sloping ceiling, the prescribed ceiling height for the room is required in only one-half the room area. No portion of the room measuring less than five feet (1524 mm) from the finished floor to the finished ceiling shall be included in any computation of the minimum room area.

(d) Occupancy of dwelling unit below grade. No basement or cellar space shall be used as a habitable room or dwelling unit unless:

1. The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness;
2. The total window area in each room is equal to at least the minimum window area size as required;
3. Such required minimum window area is located entirely above the grade of the ground adjoining such window area; and
4. The total of openable window area in each room is equal to at least the minimum as required, except where some other device affording adequate ventilation is supplied.

(4) Sanitation requirements.

(a) Sanitation. Every owner of a multiple dwelling shall be responsible for maintaining in a clean and sanitary condition the shared or common areas of the dwelling and premises thereof.

(b) Cleanliness. Every tenant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies, or which is provided for his particular use.

Ordinance #2026-03 EXHIBIT A

(c) Extermination. Every owner of a single dwelling building and every owner of a building containing two or more dwelling units shall be responsible for the extermination of any insects, rodents, wood-destroying organisms, or other pests within the building or premises.

(5) Rooming houses.

(a) Compliance exceptions. No person shall operate a rooming house or shall occupy or let to another for occupancy any rooming unit in any rooming house, except in compliance with the provisions of every section of this chapter.

(b) Water closet, lavatory and bath facilities. At least one flush water closet, lavatory basin, and bathtub or shower, properly connected to a water and sewer system and in good working condition, shall be supplied for each four rooms within a rooming house wherever such facilities are shared. All such facilities shall be located on the floor they serve within the dwelling so as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities.

(c) Water heater required. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times.

(d) Minimum floor area for sleeping purposes. Every room occupied for sleeping purposes by one person shall contain at least 70 square feet (6.5 m²) of floor space and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet (4.6 m²) of floor space for each occupant thereof.

(e) Exit requirements. Every rooming unit shall have safe, unobstructed means of egress leading to safe and open space at ground level, as required by the building code.

(f) Sanitary conditions. The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for maintenance of a sanitary condition in every other part of the rooming house, and shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building is leased or occupied by the operator.

1. The building shall be ordered repaired in accordance with this chapter or demolished in accordance with procedures as established within this chapter.

2. If the building or structure poses an immediate hazard to life or to the safety of the public it shall be ordered vacated immediately.

(Ord. 2016-14, passed 1-19-2017) Penalty, see § 150.99

§ 150.14 **BOARD DESIGNATED TO HEAR APPEALS OF DECISIONS MADE BY THE BUILDING OFFICIAL. CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS.**

(A) General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the licensing and/or application and interpretation

Ordinance #2026-03 EXHIBIT A

of this chapter, the Board of Zoning Appeals (BZA) shall be the designated board of officials appointed by the governing body, as established in Section 153.047 of the Zoning and Land Development Ordinance. ~~re shall be and is hereby created a Construction Board of Adjustment and Appeals. The Construction Board of Adjustment and Appeals shall be appointed by the governing body and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business.~~

(1) Decision-making authority. ~~The Town of James Island~~ The Charleston County Board of Zoning Appeals ~~Construction Board of Adjustment and Appeals~~ shall have final decision-making authority on the following matters:

(a) Appeals of orders, decision or determination made by the Building Official. ~~-~~

(b) Appeals of revocation of licensing or registration of building contractors; ~~-~~

(c) Adjustments and appeals for stormwater management utility fees; and ~~-~~

~~—(d) Appeals and variances of flood plain management in reference to Chapter 151 of the Code of Ordinances of the Town of James Island entitled “Town Regulations Concerning Flood Damage Prevention”.~~

(ce) The Town of James Island Board of Zoning Appeals ~~Charleston County Construction Board of Adjustment and Appeals~~ (“Board”) does not act in a review or recommending capacity.

(2) Officers, rules, meetings and minutes. The composition of the Board, rules, meeting and minutes shall be those set forth in Section 153.27 of the Zoning and Land Development Regulations Ordinance. In cases of appeal, the Building Official shall serve as the Town’s designee who shall provide a case number, a staff report documenting the facts of the case and present that report and any other pertinent information to the Board. The Charleston County ~~Town of James Island Construction Board of Adjustments and Appeals~~ shall elect one of its members as Chairperson and another as Vice Chairperson, both who shall serve for one year or until re-election or a successor is elected and qualified. ~~The Charleston County~~ Town of James Island Construction Board of Adjustment and Appeals shall adopt rules and procedures in accordance with the provision of this chapter and shall keep a record of its resolutions, findings and determinations, all of which, upon approval, shall be filed immediately in the office of Building Official. Such records shall be available for public review and inspection during normal business hours. The Building Official shall be a non-voting member of the Board and shall serve as the Secretary. Meetings of the Board shall be at the call of the Chairperson or at such other times as a majority of the Board may determine. Public notice of all meetings of the Board shall be provided by at least electronic deliver to the major news television stations, the major newspaper of general circulation, the major radio communication companies, and several individual town/jurisdiction papers. A quorum for the transaction of official business by the Board shall consist of six members. The decision of the Board shall be final unless the petitioner appeals the decision

to the circuit court in Charleston County within 30 days after the date of the decision of the Board.

(B) Adjustments and appeals.

(1) The Board of Zoning Appeals ~~Construction Board of Adjustment and Appeals~~ shall hear and decide requests for adjustment and appeals meeting all of the following provisions:

(a) Decisions on which an adjustment or appeal is requested shall be those made by the Building Official or his designee.

(b) The Board of Zoning Appeals ~~Construction Board of Adjustment and Appeals~~ is authorized to hear requests for adjustment or appeal to this code and other codes, regulations, or ordinances as specifically authorized in the Code of Ordinances, Town of James Island, South Carolina, ~~or determined by the Building Official to be within the scope of the Construction Board of Adjustment and Appeals.~~

(2) Right to appeal. Appeals of administrative orders, decisions or determinations causing the appeal or variance as required may be filed by the owner of the property affected by the decision or his or her duly authorized representative, or by any person with a substantial interest in a decision of the Building Official.

(3) Application filing; timing. Requests for a hearing for an adjustment or appeal of a decision shall be in writing, and shall be received in the office of the Building Official within 20 calendar days of notice of the decision causing the filing of the adjustment or appeal. The case will be added to the next regularly scheduled Board of Zoning Appeals meeting. Proper notification requirements and timelines shall be met; if they are not able to be met then the case will be scheduled for the next available scheduled meeting date.

(C) Decisions. The decisions of the Board of Zoning Appeals ~~Construction Board of Adjustment and Appeals~~ shall be final unless the applicant appeals the decision to the circuit court in Charleston County within 30 ~~30~~ days after the date of the decision of the Board of Zoning Appeals ~~Construction Board of Adjustment and Appeals~~.

(D) Limitations on authority. An application for appeal shall be based on a claim that the true intent of this chapter or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this chapter do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this chapter.

~~(E) Qualifications. The Construction Board of Adjustment and Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction~~

~~(F) Composition. The Charleston County Construction Board of Adjustment and Appeals shall consist of eleven members appointed by Charleston County Council for a term of four~~

Ordinance #2026-03 EXHIBIT A

years each. The term of office shall be staggered so no more than one-third of the Board is appointed or replaced in any year. Members shall serve without compensation for the county. Any vacancy which may occur on the Board shall be filled by County Council appointing a successor to serve out the unexpired term of the vacancy. No member of the Board may hold an elected public office in Charleston County. The eleven member Board shall consist of the following:

- ~~—(1) Two must be registered architects;~~
- ~~—(2) One must be a registered structural engineer;~~
- ~~—(3) One must be a registered mechanical engineer;~~
- ~~—(4) Two must be registered civil engineers;~~
- ~~—(5) One must be a licensed general contractor;~~
- ~~—(6) One must be a mechanical contractor;~~
- ~~—(7) One must be a licensed electrical contractor;~~
- ~~—(8) One must be a licensed plumbing contractor; and~~
- ~~—(9) One licensed residential home builder.~~

~~—(G) Established; composition. The Construction Board of Adjustment and Appeals appointed by County Council Town Council shall consist of 11 appointed members and the Building Official shall be a non-voting member of the Board and shall serve as the Secretary. All appointments shall be for a term of four years. The terms of office shall be staggered so no more than one-third of the Board is appointed or replaced in any year. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Absence of a member in excess of three consecutive meetings may render any such member liable to immediate removal from office.~~

~~—(H) Quorum. Six members of the Board shall constitute a quorum.~~

~~—(I) Establish rules for the carrying out responsibilities. The Construction Board of Adjustment and Appeals shall establish rules, as appropriate, for carrying out these assigned responsibilities.~~

~~—(J) The decisions of the Construction Board of Adjustment and Appeals shall be final unless the petitioner appeals the decision to the circuit court in Charleston County within 20 days after the date of the decision of the Construction Board of Adjustment and Appeals.~~

~~—(K) Additional responsibilities.~~

~~—(1) Licensing.~~

~~—(a) Ground for revocation of town license. The Board may revoke the license or registration of any building contractor who is found guilty of fraud or deceit in obtaining a license, or gross negligence incompetence, or gross misconduct in conducting his business~~

Ordinance #2026-03 EXHIBIT A

as a contractor. Any person who alleges gross negligence, incompetence, or gross misconduct against any contractor licensed or registered hereunder shall submit such allegation in affidavit form and file the same with the Secretary of the Board.

~~—(ab) Reissuance of revoked license or registration. The Licensing Official or Building Official may revoke a Town Contractor license. The Board may consider an appeals request to reissue the Town licenses of any person whose license or registration has been revoked six months after the date of revocation, if a majority of the members of the Board vote in favor of such reissuance for reasons the Board deems sufficient. If the reissuance is denied, the reissuance can be reconsidered at six-month intervals thereafter.~~

~~—(c) Probation. The Board may place any building contractor on probation for a specified period of time in lieu of reissuing a revoked his or her Town license or registration when allegations presented do not warrant revocation by the majority of the Board for whatever reasons the Board deems sufficient.~~

~~—(d) Hearing and decision of charges. Grounds detailed in division (K)(1)(a) above, unless they are dismissed without hearing by the Board as unfounded or trivial, shall be heard based on testimony under oath and a determination shall be made by the Board within three months after the date of the hearing. The accused may cross-examine witnesses against him and produce evidence or witnesses in his or her defense. A written record shall be made of the proceedings. If, after such hearing, the Board, by majority, votes in favor of finding the accused guilty of any fraud or deceit in obtaining his license or registration, or gross negligence, incompetence, or gross misconduct in conducting his business as a contractor, his or her town license or registration will be revoked.~~

~~(2) Stormwater management. The Construction Board of Adjustment and Appeals shall hear and decide requests for stormwater management utility adjustment and appeals as follows:~~

~~—(a) The Construction Board of Adjustment and Appeals shall hear the petition to determine if the annual stormwater management utility fee does not apportion the fee with approximate equality, based upon a reasonable basis of classification and with due regard to the benefits conferred by providing stormwater management services to the utility customer and the requirements of public health, safety or welfare. The determination of the annual fee by the Construction Board of Adjustment and Appeals is entitled to presumption of correctness and the applicant has the burden of rebutting the presumption of correctness.~~

~~—(b) The Construction Board of Adjustment and Appeals shall render a written decision on each application that is heard, and such written decision shall be issued within 20-calendar days from the day the Board heard the application. The decision of the Construction Board of Adjustment and Appeals shall contain findings of fact and conclusions of law and the decision shall be sent to the petitioner by first class mail.~~

~~—(c) Prior to bringing an action to contest an annual fee, the petitioner shall pay to the treasurer not less than the amount of the annual stormwater fee which he admits in good~~

Ordinance #2026-03 EXHIBIT A

~~faith owes. Payment of the fee shall not be deemed an admission that the annual fee was due and shall not prejudice the applicant in bringing an action as provided herein.~~

~~—(3) Flood plain management. The Construction Board of Adjustment and Appeals shall hear and decide requests for appeals and variances as referenced in the current ordinance, entitled “The Flood Damage Prevention and Protection.”~~

~~(Ord. 2016-14, passed 1-19-2017)~~

§ 150.15 VIOLATIONS.

(A) Violations.

(1) The violation of any of the codes or regulations adopted pursuant to the provisions of this chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with this section. In case of any violation of or proposed violation of the codes or regulations adopted pursuant to this chapter, the Building Official or other appropriate authority of the Town, or any adjacent or neighboring property owner who would be damaged by such violation may, in addition to other remedies, apply for injunctive relief, mandamus or other appropriate proceedings to prevent, correct or abate such violation or threatened violation.

(2) Nothing in this chapter or in the codes adopted in this chapter shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, or any cause of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this chapter.

(3) Each day any violation of this chapter or any such ordinance, resolution, rule, regulation or order shall continue shall constitute, except where otherwise provided, a separate offense.

(B) Service of complaint. Complaints by letter or orders hereunder shall be delivered to and/or served upon such persons either personally or by registered mail (return receipt requested), but if the whereabouts of such persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the Building Official or his designated representative(s) shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing it once each week for two consecutive weeks in a newspaper ~~printed, and published, and in Charleston County and circulating~~ in the Town of James Island. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order.

(C) Rights of persons affected by orders. Any person affected by an order issued by the Building Official or his designated representative(s), may within 60 days after the posting and service of the order, petition the circuit court for an injunction restraining the Building

Ordinance #2026-03 EXHIBIT A

Official or his designated representative(s) from carrying out the provisions of the order, and the court may, upon such petition, issue a temporary injunction restraining the Building Official pending the final disposition of the cause. Hearings shall be had by the court on such petitions within 20 days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar as authorized by S.C. Code, § 31-15-370, as amended. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the Building Official as to the facts, if supported by evidence, shall be conclusive. Costs shall be at the discretion of the court. The remedies herein provided shall be exclusive remedies, and no person affected by an order of the Building Official shall be entitled to recover any damages for action taken pursuant to any order of the Building Official or his designated representative(s) or because of compliance by such person with any order of the Building Official.

(Ord. 2016-14, passed 1-19-2017)

§ 150.99 PENALTY.

Wherever in this chapter or in any ordinance of the Town any act is prohibited or is declared to be unlawful or an offense or misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided for the violation thereof, the violation of any such provision of this chapter, or any such ordinance, shall be subject to the maximum penalties authorized for the Magistrates' Courts of the State of South Carolina, as from time to time provided in S.C. Code, § 22-3-55, as amended, or successor legislation.

(Ord. 2016-14, passed 1-19-2017)

AMENDMENTS TO CHAPTER 151: FLOOD DAMAGE PREVENTION ORDINANCE OF THE TOWN OF JAMES ISLAND CODE OF ORDINANCES

WHEREAS, it is in the best interest of the citizens of the Town of James Island to have an updated ordinance for the management of the flood hazard areas in the Town; and

WHEREAS, in order to better serve the residents and property owners in the Town of James Island, the Town will no longer request these services be provided by Charleston County Building Inspection Services and will instead administer its own floodplain management program; and

WHEREAS, in recognition of this change, it is essential that the Town takes the time to review and update its Flood Damage Prevention Ordinance as needed prior to beginning to offer these services on May 1, 2026; and

WHEREAS, in addition to providing floodplain management services, it is also important that the Town is able to continue to provide the opportunity for the citizens of the Town to receive federal flood insurance through the National Flood Insurance Program (NFIP), and to receive discounts thereto as a result of participation by the Town of James Island in the Community Rating System; and

WHEREAS, the James Island Town Council finds it in the best interest and benefit to the general health, safety, and welfare of the residents of the Town of James Island to adopt the amendments to the Flood Damage Prevention Ordinance attached herein as “EXHIBIT A”.

NOW, THEREFORE, BE IT ORDAINED, by majority vote of Town Council, in meeting duly assembled April 30, 2026, that Chapter 151 of the Code of Ordinances of the Town of James Island, South Carolina is hereby amended.

Effective this 30th Day of April, 2026.

Brook Lyon, Mayor

ATTEST

Frances Simmons, Town Clerk

Ordinance #2026-04 EXHIBIT A

CHAPTER 151: TOWN REGULATIONS CONCERNING FLOOD DAMAGE PREVENTION

Section

General Provisions

- 151.01 Statutory authorization
- 151.02 Findings of fact
- 151.03 Statement of purpose
- 151.04 Objectives
- 151.05 Definitions
- 151.06 Lands to which this chapter applies
- 151.07 Basis for establishing areas of special flood hazard
- 151.08 Warning; disclaimer of liability
- 151.09 Provisions cumulative
- 151.10 Severability
- 151.11 Abrogation and greater restrictions
- 151.12 Effective date; application

Administration

- 151.25 Designation of Building Official
- 151.26 Duties and responsibilities of the Building Official
- 151.27 Duties and responsibilities of the Planning and Zoning Official
- 151.28 Duties and responsibilities of the Public Works Official

Provisions for Flood Hazard Reduction

- 151.40 General standards
- 151.41 Specific standards in addition to general standards for unnumbered A zones, AE zones
- 151.42 Standards for regulatory floodways
- 151.43 Standards for subdivision proposals and other development

Appeals and Variances

- 151.55 Appeal and variance procedures

Ordinance #2026-04 EXHIBIT A

Compliance for Proposed Real Estate Transactions

151.70 Provision for inspections

Nuisances

151.85 Nuisances within a special flood hazard area

151.99 Penalty

Editor's note:

The regulations set forth in this chapter are those of Charleston County Ordinance 1838, adopted by the county on January 20, 2015, which was adopted by the ~~T~~town's Ordinance 2016-14 on January 19, 2017, and Ord. 2020-11, passed 12-17-2020, and Ord. 2026-XX, passed 04-30-2026.

GENERAL PROVISIONS

§ 151.01 STATUTORY AUTHORIZATION.

The Legislature of the State of South Carolina has in Code of Laws, § ~~5-7-30, 4-9-30(5)~~, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town of James Island, does ordain these flood damage prevention and protection regulations.

(Ord. 2016-14, passed 1-19-2017)

§ 151.02 FINDINGS OF FACT.

(A) The flood hazard areas of the Town of James Island are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(B) These flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damage.

(C) In order for owners of property located within the Town which is subject to periodic inundation to obtain flood damage insurance through the National Flood Insurance Program, the United States government, by statute and through regulations promulgated

Ordinance #2026-04 EXHIBIT A

by the Federal Emergency Management Agency (FEMA), requires that the Town enact floodplain regulations designed to reduce the amount of potential flood losses.

(D) The Town has previously adopted various ordinances establishing regulations related to the prevention of flood damage.

(E) Based on the findings set forth above, the Town finds it is in the public interest and a benefit to the general health, safety, and welfare of the residents of the Town, to adopt an ordinance revising and amending the Town's flood damage prevention regulations.

(Ord. 2016-14, passed 1-19-2017)

§ 151.03 STATEMENT OF PURPOSE.

It is the purpose of this chapter to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(A) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

(B) Require that structures vulnerable to floods, including appurtenant structures, be protected against flood damage.

(Ord. 2016-14, passed 1-19-2017)

§ 151.04 OBJECTIVES.

The objectives of this chapter are:

(A) To protect human life and health;

(B) To minimize expenditure of public money for costly flood control projects;

(C) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) To minimize prolonged business interruptions;

(E) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, street and bridges located in floodplains;

(F) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;

(G) To insure that potential homebuyers are notified that property is in a flood area;

(H) To provide protection to assets and infrastructure against sea level rise;

Ordinance #2026-04 EXHIBIT A

(I) To build resilience throughout the community to better respond to recurrent burdens and sudden disasters;

(J) To increase property protection for all structures during flooding events due to hurricane and rainwater flooding; and

(K) To protect the natural floodplain functions and capacity for flooding within the community.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

§ 151.05 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application in light of its stated objectives. Where it states “means” is the literal definition.

“A” -ZONE is areas subject to inundation by the 1% annual chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown.

“AE” ZONE are areas subject to inundation by the 1% annual chance flood event determined by detailed methods. BFEs are shown within these zones.

ACCESSORY RESIDENTIAL STRUCTURE is a structure on the same parcel of property as the principal structure, used for parking of vehicles or typical residential equipment, or for limited storage. A **SMALL ACCESSORY STRUCTURE** is defined as one that has a footprint of less than 120 square feet, and a **LOW VALUE ACCESSORY STRUCTURE** as one that has a value of less than \$1,000.

ADDITION (to an existing building) is an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

APPEAL is a request for a review of the building official’s interpretation of any provision of the chapter to the [Construction Board of Adjustment and Appeal Board of Zoning Appeals](#).

APPURTENANT STRUCTURE is a structure which is on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure in light of its stated objectives.

Ordinance #2026-04 EXHIBIT A

AREA OF SPECIAL FLOOD HAZARD is the land in the floodplain within a community, subject to a 1% or greater chance of flooding in any given year. For purposes of these regulations, the term “special flood hazard area (SFHA)” is synonymous in meaning with the phrase “area of special flood hazard”.

BASE FLOOD or 100 YEAR FLOOD means the flood having a 1% chance of being equaled or exceeded in any given year.

BASEMENT means area of a building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL means a wall that is not part of the structural support of a building that is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

BUILDING - See **STRUCTURE**.

BUILDING OFFICIAL The individual charged with administration and enforcement of the building codes and floodplain regulations for the Town of James Island.

BUILDING PERMIT includes mechanical, electrical, plumbing, and any other permits issued by the Town Building Official.

COASTAL “AE” ZONE are areas subject to inundation by at least 1% annual chance flood event as determined by detailed methods, and where wave action is expected with wave heights between 1.5 and 3.0 feet. **COASTAL AE ZONES** are landward of the VE Zone up to the Limit of Moderate Wave Action (LIMWA) line. This area may also be referred to as a Coastal “A” Zone.

COASTAL HIGH HAZARD AREA means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to flooding and high velocity waters caused by, but not limited to, hurricane wave wash. This includes zones V and VE.

CONDITIONAL LETTER OF MAP REVISION (CLOMR) is a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program (NFIP) requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS). Upon submission and approval of certified as-built documentation, a Letter of Map Revision (LOMR) may be issued by FEMA to revise the effective FIRM. Building permits and/or flood development permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL FACILITY means a structure or facility that:

(1) Produces, uses, or stores highly volatile, flammable, explosive, toxic and/or water-reactive materials; or

Ordinance #2026-04 EXHIBIT A

(2) Is a hospital, nursing home, or housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood; or

(3) Is a police station, fire station, vehicle and equipment storage facility or emergency operations center that is needed for flood response activities before, during, or after a flood; or

(4) Is a public or private utility facility that is vital to maintaining or restoring normal services to flooded areas before, during or after a flood.

CRITICAL FEATURE means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

CURVILINEAR LINE means the border on either a FHBM or FIRM that delineates the special flood, mudslide (i.e., mudflow), and/or flood-related erosion hazard areas and consists of a curved or contour line that follows the topography.

DATUM Is the National Geodetic Vertical Datum of 1929 (NGVD 29) on FIRMs dated November 17, 2004 or before and North American Vertical Datum of 1988 (NAVD 88) on FIRMs dated after November 17, 2004.

DESIGN FLOOD ELEVATION (DFE) is Base Flood Elevation (BFE) plus freeboard.

DEVELOPED AREA means an area of a community that is:

(1) A primarily urbanized, built-up area that is a minimum of 20 contiguous acres, has basic urban infrastructure including roads, utilities, communications, and public facilities, to sustain industrial, residential, and commercial activities, and

(a) Within which 75% or more of the parcels, tracts, or lots contain commercial, industrial, or residential structures or uses; or

(b) A single parcel, tract, or lot in which 75% of the area contains existing commercial or industrial structures or uses; or

(c) A subdivision developed at a density of at least two residential structures per acre within which 75% or more of the lots contain existing residential structures at the time the designation is adopted.

(2) Undeveloped parcel, tract, or lot, the combination of which is less than 20 acres and is contiguous on at least three sides to areas meeting the criteria of division (1)(a) above at the time the designation is adopted.

(3) A subdivision that is a minimum of 20 contiguous acres that has obtained all necessary government approvals, provided that the actual "start of construction" of structures has occurred on at least 10% of the lots or remaining lots of a subdivision of 10% of the maximum building coverage or remaining building coverage allowed for a single lot subdivision at the time the designation is adopted and construction of structures

is underway. Residential subdivisions must meet the density criteria in division (1)(c) above of this definition.

DEVELOPMENT means any manmade change to improved or unimproved real estate including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials or comparable activity of operation; any material change in the use or appearance of any structure or in the land itself; the division of land into parcels; any change in the intensity of use of land (such as an increase in the number of dwelling units in a structure); and change from one use of another use; and any activity that alters a river, stream, lake, pond, canal, woodland, wetland, endangered species habitat, or other natural resource area. **DEVELOPMENT** does include agriculture and forestry operations.

DIRECTOR OF PUBLIC WORKS means the director of the Town of James Island Department of Public Works.

ELEVATED BUILDING is a non-basement building which has its lowest elevated floor raised above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls.

EXISTING CONSTRUCTION is, for the purposes of determining rates, any structures for which the start of construction commenced before ~~January 1, 1975~~ November 15, 1973. **EXISTING CONSTRUCTION** may also be referred to as “existing structures” or “Pre-FIRM Structure”.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before November 15, 1973.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FARM STRUCTURE is a structure which is constructed on a farm, other than a residence or a structure attached to it, for use on the farm including, but not limited to, barns, sheds and poultry houses, but not including public livestock areas.

FEMA refers to the Federal Emergency Management Agency.

FLOOD or **FLOODING** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Ordinance #2026-04 EXHIBIT A

Note: A flood inundates a floodplain. Most floods fall into three major categories: riverine flooding, coastal flooding, and shallow flooding. Structures could fall in the floodplain.

FLOOD ELEVATION STUDY refers to an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD HAZARD BOUNDARY MAP (FHBM) is an official map of a community, issued by the Federal Insurance Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) and related erosion areas having special hazards have been designated.

FLOOD INSURANCE RATE MAP (FIRM) is an official map of a community, on which the Federal Insurance Administrator has delineated both the areas of special flood hazard and the risk premium zones applicable to the community. A **FIRM** that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM). A **FIRM** may also refer to a Flood Insurance Risk Map.

FLOOD INSURANCE STUDY see FLOOD ELEVATION STUDY.

FLOODPLAIN or **FLOOD-PRONE AREA** means any land area susceptible to being inundated by water from any source.

FLOODPLAIN MANAGEMENT refers to the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS refers to state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY see **REGULATORY FLOODWAY**.

FLOODWAY ENCROACHMENT LINES refers to the lines marking the limits of floodways on federal, state and local flood plain maps.

FREEBOARD is a factor of safety usually expressed in feet above a mandatory base flood elevation for purposes of floodplain management.

FUNCTIONALLY DEPENDENT USE means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding

or ship repair. The term does not include long-term storage or related manufacturing facilities.

HAZARDOUS VELOCITIES Refers to hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

HISTORIC STRUCTURE means any structure that is:

(1) Listed individually on the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements or potentially eligible for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places that has been certified by the South Carolina Department of Archives and History.

IMPROVEMENT is any alteration, addition, or structural repair to an existing structure where “substantial improvement” or “substantial damage” is not a factor.

LAND CHARACTERISTIC is an attribute of land that can be measured or estimated.

LETTER OF MAP AMENDMENT (LOMA) is an official amendment, by letter, to an effective Nation Flood Insurance Program (NFIP) map. A LOMA establishes a property's or structures location in relation to the especial flood hazard area (SFHA). LOMAs are usually issued because a property or structure has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.

LETTER OF MAP CHANGE (LOMC) is an official FEMA determination, by letter, to amend or revise effective flood insurance rate maps, flood boundary and floodway maps, and flood insurance studies. LOMCs are issued in the following categories: Letter of Map Revision (LOMR) and Letter of Map Revision Based On Fill (LOMR-F).

LETTER OF MAP REVISION (LOMR) refers to FEMA's modification to an effective flood insurance rate map (FIRM) or a flood boundary and floodway map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs), to the special flood

hazards area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or the Flood Boundary and Floodway Map (FBFM), and sometimes the flood insurance study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

LETTER OF MAP REVISION BASED ON FILL (LOMR-F) refers to FEMA's modification of the special flood hazard area (SFHA) shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM, FBFM, or FIS report.

LIMIT OF MODERATE WAVE ACTION (LIMWA) is the line shown on FIRMs to indicate the inland limit of the area expected to receive one-half foot or greater breaking waves during a 1% annual flood event.

LIMITED STORAGE Is an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of § 151.41(A)(4). If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of § 151.41(C).

LOW VALUE STRUCTURE see **ACCESSORY STRUCTURE**.

LOWEST ADJACENT GRADE (LAG) is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

MANGROVE STAND refers to an assemblage of mangrove trees which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: Black mangrove (*Avicennia nitida*); Red mangrove (*Rhizophora mangle*); White mangrove (*Longunculariaracemosa*); and buttonwood (*Conocarpus erecta*).

MANUFACTURED HOME means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed to meet HUD standards, for use with or without a permanent foundation when attached to the required utilities. The term **MANUFACTURED HOME** does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MANUFACTURED HOME PERMANENT FOUNDATION is a foundation designed by a professional engineer registered in South Carolina, with said design subject to the approval of the Building Official. A bolt-on/bolt-off foundation system is considered as a permanent foundation for mobile homes placed into a manufactured home park.

MEAN SEA LEVEL is, for the purpose of this chapter, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which

Ordinance #2026-04 EXHIBIT A

the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

MODULAR BUILDING UNIT is a building or set of building components manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, as a finished building and not designed for ready removal to another site, and built in accordance to the Modular Construction Act of the State of South Carolina. This term is not to be limited to residential dwellings.

NEW CONSTRUCTION is, for flood-plain management purposes, structures for which the start of construction commenced on or after the effective date of the NFIP community's a Flood-Plain Management Ordinance adopted by the NFIP community, November 15, 1973 and includes subsequent improvements to such structures, also known as Post-FIRM. (Exception: An addition to an existing structure (built prior to November 15, 1973) is not considered "new construction" unless it is a substantial improvement.)

NEW DEVELOPMENT is any of the following actions undertaken by any person, including, without limitation, any public or private individual entity: a) division of combination of lots, tracts, or parcels of other divisions by plat or deed; b) the construction, installation, or alteration of land, a structure, impervious surface or drainage facility; c) clearing, scraping, grubbing or otherwise significantly disturbing the soil, vegetation, mud, sand, or rock of a site, or changing the physical drainage characteristics of the site; or d) adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging, or otherwise disturbing the soil, vegetation, mud, sand or rock of a site. The transition from native landscapes to a developed condition reduces the infiltration, evapotranspiration, and surface roughness onsite, regardless of the amount of green space and BMPs implemented into the site design.

NEW MANUFACTURED HOME PARK OR SUBDIVISION refers to a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed on or after November 15, 1973, also known as Post-FIRM.

NFIP is the National Flood Insurance Program

PLANNING AND ZONING OFFICIAL refers to the individual charged with administration and enforcement of planning and zoning for the Town.

POST-FIRM STRUCTURE is a building for which construction or substantial improvement occurred after November 15, 1973. See NEW CONSTRUCTION.

PRIMARY OCEANFRONT SAND DUNE is a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

RECREATIONAL VEHICLE means a vehicle, for flood insurance purposes, which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REDEVELOPMENT is a development on a previously developed site where the impervious surface on the previously developed site is equal to or greater than 20% of the total site or where any repair, reconstruction, or improvements, to that site or to any structures located on that site such that the cumulative costs of repairs, reconstruction, or improvements, over a five-year period equals or exceeds 49% of the fair market value of the property and the structures located on that property. The cost of repairs, reconstruction, or improvements includes remodeling of existing building interiors, resurfacing of paved areas, and exterior building changes. The cost of repairs excludes ordinary maintenance activities that do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

REPETITIVE LOSS refers to a building covered by a contract for flood insurance that has incurred flood related damages on two occasions during a ten-year period ending on the date of the event for which a second claim is made, in which the cost of repairing flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

REPETITIVE LOSS AREA is an area with one or more repetitive loss structures and includes at-risk properties for flooding who may or may not be in a special flood hazard area (SFHA) as well as those who have made a flood insurance claim previously but do not qualify as a repetitive loss property.

REPETITIVE LOSS PROPERTY is an insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling ten-year period, since 1978. A RL PROPERTY may or may not be currently insured by the NFIP.

RESILIENCE is the ability of a community to respond, adapt, and thrive under changing conditions, including, but not limited to, recurrent burdens and sudden disasters.

REGULATORY FLOODWAY is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one-half of one foot.

REMEDY A VIOLATION means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not reasonably possible as provided in the standards for grant of a variance, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the

Ordinance #2026-04 EXHIBIT A

structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal, state or local financial exposure with regard to the structure or other development.

RIVERINE is relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SAND DUNE is a naturally occurring accumulations of sand in ridges or mounds landward of the beach.

SEA LEVEL RISE is an increase in sea level that is primarily related to climate change: added water from melting ice sheets and glaciers and the expansion of seawater as it warms. Global sea level has been increasing over the past century, and the rate has increased in recent decades.

SECTION 1316 OF THE NATIONAL FLOOD INSURANCE ACT OF 1968 is the Act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

SEVERE REPETITIVE LOSS PROPERTY is a property with at least four **flood insurance** claims for buildings and/or contents of more than \$5,000 or at least two building-only payments that cumulatively exceeded the value of the property.

SIXTY-YEAR SETBACK is a distance equal to 60 times the average annual long term recession rate at a site, measured from the reference feature.

SMALL ACCESSORY STRUCTURES see **ACCESSORY STRUCTURE**.

SPECIAL FLOOD HAZARD AREA (SFHA) see **AREA OF SPECIAL FLOOD HAZARD**.

SPECIAL HAZARD AREA is an area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on a flood hazard boundary map or flood insurance rate map.

START OF CONSTRUCTION other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), includes substantial improvement, and means the date the construction permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a

substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STEM WALLS are a solid perimeter foundation wall on a continuous spread footing backfilled to the underside of the floor slab. Refer to Flood Elevation Diagram Number 1B.

STRUCTURE means, for flood-plain management purposes, a walled and roofed building, including gas or liquid storage tanks, that is principally above ground, as well as modular and manufactured homes.

SUBDIVISION is all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, and includes all division of land involving a new street or change in existing streets, and includes resubdivision which would involve the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law; or, the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, and includes combination of lots of record. (Stormwater and Planning/Zoning)

SUBSTANTIAL DAMAGE means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 4950% of the market value of the structure before the damage occurred as determined by the Building Official. Flood-plain management requirements for new construction apply to substantial damage.

SUBSTANTIAL IMPROVEMENT means any reconstruction, rehabilitation, addition or other improvement of a structure, taking place during any five consecutive years in the life of a building, the cumulative cost of which equals or exceeds 4950% of the market value of the existing structure at the date of "start of construction" of the improvement as determined by the Building Official. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

THIRTY-YEAR SETBACK is a distance equal to 30 times the average annual long term recession rate at a site, measured from the reference feature.

UNNUMBERED A ZONE is a zone without base flood elevations determined. These are still considered special flood hazard areas.

Ordinance #2026-04 EXHIBIT A

VARIANCE is a grant of relief from the requirements of this chapter which permits construction in a manner otherwise prohibited by this chapter where specific enforcement would result in exceptional hardship.

VE ZONE are high risk areas subject to inundation by at least a 1% annual chance flood event as determined by detailed methods, and where wave action is expected with wave heights of more than three feet. BFEs or base flood depths are shown within these zones.

VIOLATION is the failure of a structure or other development to be fully compliant with the Town's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION is the height of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

WATERSHEDS are areas of land that drain to a single point, bounded by higher elevations at the edges. Within a watershed, water travels over land until it reaches a body of water, and as the water passes farther downstream, draining a larger area, eventually everything leads to the ocean. In coastal areas, wetlands border the land, and many of the local streams and creeks enter wetlands before discharging to the ocean. Wetlands perform a crucial function in the watershed, intercepting pollutants carried downstream and removing them from the water in a natural treatment process. Additionally, wetlands slow the water down, acting as a buffer for hurricanes and reducing severity of flooding.

X ZONE (SHADED) are moderate risk areas within the 0.2% annual chance floodplain, areas of 1% annual chance flooding where the average depths are less than one foot. No BFEs or base flood depths are shown within these zones.

X ZONE (UNSHADED) are the minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

§ 151.06 LANDS TO WHICH THIS CHAPTER APPLIES.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of James Island.

(Ord. 2016-14, passed 1-19-2017)

§ 151.07 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

Charleston County-The Town of James Island declares that the Charleston County Flood Insurance Study, including the FIRMS, dated January 29, 2021, copies of which are on file [in](#)

Ordinance #2026-04 EXHIBIT A

the Office of Building Inspection Services at Town Hall and online at charlestoncounty.org, and msc.fema.gov, is hereby adopted and declared to be as fully a part of this chapter as if set forth herein. Letters of Map Change (LOMC) to these adopted maps authorized by the NFIP shall become effective immediately upon the date established by the NFIP. Permits of any kind from the Town of James Island will only be issued based on the current effective data set by the most recent applicable FIRM or LOMC authorized by the National Flood Insurance Program/ FEMA.

(A) Lands to which this chapter applies. This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of James Island.

(Ord. 2016-14, passed 1-19-2017; Ord. 2018-12, passed 10-18-2018; Ord. 2020-11, passed 12-17-2020)

§ 151.08 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Town or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. 2016-14, passed 1-19-2017)

§ 151.09 PROVISIONS CUMULATIVE.

The provisions of this chapter are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this chapter, including, but not limited to, Ordinance No. 1526 and 1349, are hereby expressly repealed to the extent of any such inconsistency or conflict. The enactment of this chapter shall not serve to terminate or be cause for the termination of the prosecution of any civil or criminal actions under the prior ordinances which were pending at the time of the enactment hereof.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

§ 151.10 SEVERABILITY.

If any provision of this chapter or its application to any circumstance is held by a court of competent jurisdiction to be invalid for any reason, then this holding does not affect other

Ordinance #2026-04 EXHIBIT A

provisions or applications of this chapter which can be given effect without the invalid provision or application, and, to this end, the provisions of this chapter are severable.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

§ 151.11 ABROGATION AND GREATER RESTRICTIONS.

This chapter shall not in any way impair/remove the necessity of compliance with any other applicable laws, ordinances, regulations, etc. Where this chapter imposes a greater restriction, the provisions of this chapter shall control.

(Ord. 2016-14, passed 1-19-2017)

§ 151.12 EFFECTIVE DATE; APPLICATION.

This chapter shall be effective immediately for all new permits issued on or after the date of ratification.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

ADMINISTRATION

§ 151.25 DESIGNATION OF BUILDING OFFICIAL.

As designated by the Mayor, The Town Building Official (“Building Official”), and/or his designee, is hereby appointed to administer and implement the provisions of this chapter.

(Ord. 2016-14, passed 1-19-2017)

§ 151.26 DUTIES AND RESPONSIBILITIES OF THE BUILDING OFFICIAL.

Duties of the Building Official shall include, but not be limited to:

(A) Review all applications for construction permits to assure that the requirements of this chapter have been satisfied, the requirements of 44 CFR, and are adequate to determine whether proposed building sites will be reasonably safe from flooding.

(B) Review application for a construction permit on forms furnished by the Building Official, prior to authorizing the commencement of any construction activities. The following information, as a minimum, is required to be reviewed:

Ordinance #2026-04 EXHIBIT A

(1) ~~Two-A digital set and one hard copy sets~~ of building plans drawn to scale and showing, at a minimum, elevations for each exterior wall; floor plan(s); foundation and wall sections and details; stair details; and electrical, plumbing and mechanical riser diagrams. The plans shall give a full description of proposed construction including a site plan identifying area(s) having special flood related hazards as applicable.

(2) Plans shall indicate the BFE and the DFE elevation of the proposed building, verification that materials proposed below the design flood elevation (DFE) are flood resistant per FEMA Technical Bulletin 2; if applicable, include flood proofing certification (non-residential), hydrostatic venting information, breakaway wall details and certifications from a registered architect/engineer.

(C) Maintain permanent copy of building permits issued and copies of all required certifications for the life of the structure.

(D) Where interpretation is needed as to the exact location and elevation of all areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Building Official shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this chapter.

(E) Maintain a copy of letter of map changes (LOMC) issued by FEMA ~~in the office of the Building Official.~~

(F) Maintain on file, for public access, flood maps issued by the Federal Emergency Management Agency (FEMA).

(G) Review violations that occur during the course of construction. Failure of the contractor to make required changes shall be cause for issuance of a stop-work order for the project.

(H) When base flood elevation or floodway data have not been provided by the applicants, the Building Official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source.

(I) Advise owners, no new flood insurance coverage may be provided for any new construction of, or substantial improvement to, a structure located within the coastal barrier resources system as defined in Section 4 of the Coastal Barrier Resources Act.

(J) Determine the elevation requirement for construction in flood zones.

(K) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and that no adverse impact occurs during the development process as authorized by the 44 CFR 59 and 60.

(L) Notify adjacent communities and the S.C. Natural Resources Department prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.

Ordinance #2026-04 EXHIBIT A

(M) Ensure that maintenance and inspections are provided within the altered or relocated portion of watercourses so that the flood-carrying capacity is not diminished, and maintaining records of the same until completion of the project.

(N) Notify all repetitive loss area structures of their risk of flooding and the services available to them.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

§ 151.27 DUTIES AND RESPONSIBILITIES OF THE PLANNING AND ZONING OFFICIAL.

Duties and responsibilities of the Planning and Zoning Official shall include, but not be limited to: require a zoning permit to be issued in conformance with the provisions of the Town of James Island Zoning and Land Development Regulations, as amended, and/or the Town of James Island Comprehensive Plan prior to the commencement of any development or construction activities. The permit shall give a full description of proposed construction.

(Ord. 2016-14, passed 1-19-2017)

§ 151.28 DUTIES AND RESPONSIBILITIES OF THE PUBLIC WORKS OFFICIAL.

Duties and responsibilities of the Public Works Official shall include, but not be limited to, requiring stormwater permit approval in conformance with the provisions of the Town of James Island Public Works Stormwater Utility Fee Ordinance, the Town of James Island Stormwater Management Program, and the Town of James Island Stormwater Program Standards and Procedures Manual prior to the commencement of any land disturbance or development activities and requiring encroachment permit approval in conformance with the [SCDOT Roadside Access and Management Manual](#) ~~Encroachment Permit Manual~~ prior to impacting public right-of-way or easement. The stormwater approval should provide a full description of the proposed construction.

(A) To coordinate, implement, and manage the Town of James Island's drainage systems.

(B) To deny a facility connection to Town of James Island stormwater systems or facilities or discharge to waters of the State if town requirements are not met.

(C) To require the submittal of an application for all applicable construction activities that cause any land disturbance or alter the storm drainage characteristics of the land. The application shall include the information required to control stormwater pollutants and other components in accordance with the [current versions of the Charleston County Stormwater Permitting Standards and Procedures Manual and the Town of James Island Supplemental Stormwater Design Standards](#) ~~Stormwater Program Standards and Procedures Manual~~.

Ordinance #2026-04 EXHIBIT A

(D) To require the development and enforcement of a stormwater pollution prevention plan (SWPPP) for all new and re-development projects, as required by the Charleston County Municipal Separate Storm Sewer System (MS4) Program.

(E) To approve construction activities and to require as a condition of such approval structural or non-structural controls, practices, devices, operating procedures or other mechanisms to protect public and private property from flooding, erosion, pollutants, and attain total maximum daily loads (TMDLs) pollutant reductions and water quality standards.

(F) To require the submittal of an application for all applicable activities that impact a public right-of-way or easement.

(G) To require the removal of an encroachment, if necessary, at the expense of the permittee.

(Ord. 2016-14, passed 1-19-2017)

PROVISIONS FOR FLOOD HAZARD REDUCTION

§ 151.40 GENERAL STANDARDS.

(A) All new construction and substantial improvements within the areas of special flood hazard shall comply with the following:

(1) Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and debris impact.

(2) Be constructed to meet or exceed the required design flood elevation (DFE), which is the base flood elevation plus a two-foot freeboard.

(3) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.

(4) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

(5) Be constructed with Class 4 or 5 materials resistant to flood damage as per FEMA Technical Bulletin 2, entitled "Flood-Resistant Materials Requirements for Buildings Located in Special Flood Hazard Areas", incorporated herein by reference, in all areas below the design flood elevation,

Ordinance #2026-04 EXHIBIT A

(6) Be constructed by methods and practices that minimize potential for flood damages.

(7) A temporary construction trailer may only be permitted to be on site for fewer than 180 consecutive calendar days at a time, and must be fully ready for highway use, and shall be attached to the site only by quick disconnect type utilities and security devices.

(8) Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus two feet (freeboard).

(9) Be constructed with methods and practices outlined in ASCE 24 or an at least equally stringent standard.

(B) Elevation certificate requirements when a structure is constructed or substantially improved in the area of special flood hazard:

(1) A certified under construction elevation certificate is required, after the lowest floor is completed and before any further inspections are accepted and vertical construction commences.

(2) Floodproofing certificate for non-residential construction including floodproofing level is required immediately after the floodproofing is completed. When floodproofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

(3) A certified finished construction elevation certificate shall be provided after completion of construction including final grading of the site.

(4) Elevation certificates shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same.

(5) Any work undertaken prior to approval of these certifications shall be at the permit holder's risk. The Building Official shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed.

(6) Failure to submit certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project and/or the certificate of occupancy may be withheld.

(C) New development in the area of special flood hazard shall minimize disruption to shorelines, stream channels, stream banks, and the regulatory floodway.

(D) (1) Water supply systems: All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(2) Sanitary sewage systems: New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and

discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(E) Existing buildings and structures **(Pre-FIRM Structures):**

(1) Where substantial improvement or substantial damage is not a factor, replacement of electrical, heating, plumbing, heating and air conditioning equipment to existing structures shall be elevated to at least the existing lowest floor level or to the design flood elevation; and replacement ductwork installed below DFE shall be designed so as to prevent water from entering or accumulating within during conditions of flooding.

(2) Improvements to a structure where substantial improvement or substantial damage is not a factor shall be designed and constructed so as to meet the requirements of this chapter, with an exception that the minimum elevation of the lowest floor of an improvement may match the existing legally non-conforming structure existing lowest floor.

(F) Modular construction shall be consistent with the South Carolina Modular Building Construction Act (S.C. Code § 23-43-10 et seq.) as may be amended from time to time, which is incorporated herein by reference.

(G) Enclosures below the design flood elevation, shall be the minimum necessary to allow for parking of vehicles, limited storage, or entry to the living area.

(H) An exterior door with a landing shall be installed at the top of the stairs that provide access to the building.

(I) Accessory residential structure specific standards. New construction or substantial improvements to residential accessory structures that contain habitable space shall meet the requirements of new construction as contained in this chapter. Small and/or low value accessory structures that do not contain habitable space may be exempted from the elevation requirements in AE Zones only, provided the following conditions are met:

(1) The building is constructed of flood-resistant materials below the design flood elevation.

(2) Exterior perimeter walls are provided with openings to relieve hydrostatic pressure and the interior is not partitioned or finished into separate rooms.

(3) Electrical, heating, ventilation, plumbing, air conditioning, and other service facilities are prohibited, except for essential lighting and power circuits. Flood elevation certificates may be required to determine the elevation of electric or other utility services provided to the accessory structure. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to DFE.

(4) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory structures shall be firmly anchored to prevent flotation which may result in damage to other structures.

Ordinance #2026-04 EXHIBIT A

(5) The building is used only for parking of vehicles and/or limited storage of equipment used to service the principal building.

(J) Manufactured home additional specification standards.

(1) Permits shall be obtained for placement of manufactured homes or temporary construction trailers.

(2) All manufactured homes permitted to be placed shall be installed using methods and practices which minimize flood damage, which include but are not limited to elevating the lowest floor of the manufactured home on a permanent foundation, as defined herein as a MANUFACTURED HOME PERMANENT FOUNDATION, to or above the design flood elevation in A or AE zones only.

(a) For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement.

(b) Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

(c) This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(d) Designs for manufactured home permanent foundations are subject to approval of the Building Official.

(K) Recreational vehicles additional specific standards. All recreational vehicles, other than those parked at another permanent structure temporarily while not in use, place or sited within special flood hazard areas must:

(1) Be on the site for fewer than 180 consecutive calendar days, and

(2) Be fully registered and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(3) If the vehicle is to remain in an A or AE zone, it must be elevated in accordance with requirements for manufactured homes as provided in § 151.41.

(Ord. 2016-14, passed 1-19-2017; Ord. 2018-12, passed 10-18-2018; Ord. 2020-11, passed 12-17-2020)

§ 151.41 SPECIFIC STANDARDS IN ADDITION TO GENERAL STANDARDS FOR UNNUMBERED A ZONES, AE ZONES.

(A) (1) All new construction and substantial improvements of residential structures shall be elevated so that the top of the lowest floor level (including basement) is elevated to or above the design flood elevation.

Ordinance #2026-04 EXHIBIT A

(2) All new construction and substantial improvements of non-residential structures within Zone AE on the community FIRM may be floodproofed below DFE if they are designed so that below the design flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy including attendant utilities and sanitary facilities.

(3) Where a non-residential structure is intended to be made watertight below the base flood level:

(a) A registered professional engineer or architect licensed in the state shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this chapter, including but not limited to Floodproofing Non-Residential Buildings (FEMA P-936) as published by the Federal Emergency Management Agency incorporated herein by reference; and

(b) A record of such certificates which includes the specific elevation (in relation to mean sea level) to which such structures are flood proofed shall be maintained with the Building Official.

(4) Enclosed areas below the design flood elevation, including foundation crawl space areas, shall be designed to automatically equalize hydrostatic and hydrodynamic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect licensed in the state or meet or exceed the following minimum criteria:

(a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than one foot above grade.

(c) Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.

(d) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

(e) The area of the opening is the net clear opening calculated as the open area (excluding area of screening or other coverings that prohibit the free flow of water through the opening).

(f) Fill placed around foundation walls must be grated so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

(5) In special flood hazard areas without base flood elevation data, new construction or substantial improvements of structures shall be elevated to at least two feet above the anticipated flood elevation during a base flood, as determined through an engineering

Ordinance #2026-04 EXHIBIT A

analysis meeting the Federal Emergency Management Agency guidelines for flood insurance studies with the floodway to be established with no more than one-half foot rise.

(B) Specific standards in addition to general standards for VE and Coastal A zones. VE zones and Coastal A zones are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash, and therefore, the following provisions shall apply:

(1) All new construction and buildings that are substantially damaged or improved within VE and Coastal A zones are to be located landward of the reach of mean high tide.

(2) Provide that all new construction and substantial improvements in zone VE and Coastal A Zone, on the Charleston County FIRM, are elevated on pilings or columns so that:

(a) The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the design flood elevation; and

(b) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by the International Building Code or International Residential Code as adopted and periodically amended by the state.

(c) A registered professional engineer or architect licensed in the state shall develop and/or review the structural design, specifications and plans for construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions.

(3) New construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. A breakaway wall shall be permitted only if a registered professional engineer or architect licensed in the state certifies that the designs proposed meet the following conditions:

(a) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

(b) The elevated portion of the building and supporting foundations system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.

(c) Electrical, mechanical and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads.

Ordinance #2026-04 EXHIBIT A

(4) There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. The Building Official shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist licensed in the state which demonstrates that the following factors have been fully considered:

(a) Particle composition of fill material does not have a tendency for excessive natural compaction;

(b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and

(c) Slope of fill will not cause wave run-up or ramping.

(5) Man-made alteration of sand dunes and mangrove stands within zone VE and Coastal A Zones which would increase potential flood damage shall be prohibited.

(6) Pre-construction and as-built design and breakaway wall certifications, where applicable, shall be provided by registered professional engineers and/or architects licensed in the state for new and substantially improved structures in VE and Coastal A flood zones on the Charleston County FIRM. These certificates shall also be provided for all lateral additions to structures in the VE and Coastal A flood zones.

(7) Enclosed areas below the lowest floor shall be the minimum necessary to allow for parking of vehicles, limited storage, and access to the primary occupancy.

(8) Walls intended to break away under flood loads as specified shall have flood openings that meet the criteria in the general standards section for enclosed space below design flood elevation.

(9) Appurtenant features, defined as swimming pools, decks, gazebos, fences, and other features as determined by the Building Official as potentially causing an obstruction in the coastal high hazard area, must comply with the Federal Emergency Management Agency (FEMA) Technical Bulletin 5, Free of Obstruction Requirements, or any revisions thereto, incorporated herein by reference.

(10) Any and all other obstructions located in the VE Zone shall meet all applicable requirements of this chapter.

(C) Manufactured home and recreational vehicles additional specification standards in VE and Coastal A Zones.

(1) New or replacement manufactured homes (e.g., those designed to meet HUD standards) shall not be placed within property located in VE and Coastal A Zones.

(2) Existing manufactured homes in VE and Coastal A Zones may be permitted to remain as long as the structure complies with minimum health and safety standards and is anchored to resist flotation, collapse, lateral movement or debris impacts.

Ordinance #2026-04 EXHIBIT A

(3) The placement of a permanent recreational vehicle is prohibited in VE and Coastal A Zones.

~~(D) In Coastal A Zones, stem wall foundations supporting a floor system above and backfilled with soil or gravel to the underside of the floor system shall be permitted provided that the foundations are designed to account for wave action, debris impact, erosion and local scour. Where soils are susceptible to erosion and local scour, stem wall foundations shall have deep footings to account for the loss of soil. Stem walls are to be limited to a height of two feet above existing grade.~~

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

§ 151.42 STANDARDS FOR REGULATORY FLOODWAYS.

Areas of special flood hazard established as regulatory floodways in the Charleston County Flood Insurance Rate Map (FIRM) and/or the Charleston County Flood Insurance Study, are the Charleston County designated floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:

(A) Prohibition of encroachments, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice in accordance with the Charleston County Flood Insurance Study or as otherwise deemed appropriate by FEMA or the Building Official, certified by a state licensed engineer, that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharges.

(B) (1) Encroachments may be permitted within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the town first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12 of 44 CFR and receives the approval of the federal insurance administrator.'

(2) (a) Standards for streams with established base flood elevations but without floodways along rivers and streams where base flood elevation data is provided but no floodway is identified for a Special Flood Area on the FIRM or in the FIS. The following provisions apply within such areas:

(b) No encroachments, including fill material, new construction, or substantial improvement shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point.

Ordinance #2026-04 EXHIBIT A

(C) The area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one-half foot at any point.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

§ 151.43 STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER DEVELOPMENT.

Standards for subdivision proposals shall meet or exceed the following minimum criteria:

(A) All subdivision proposals shall be consistent with the need to minimize flood damage;

(B) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

(C) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

(D) Base flood elevation data shall be provided for all subdivision proposals (including manufactured home parks and subdivisions).

(E) In all areas of special flood hazard where base flood elevation data is not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments.

(Ord. 2016-14, passed 1-19-2017; Ord. 2020-11, passed 12-17-2020)

APPEALS AND VARIANCES

§ 151.55 APPEAL AND VARIANCE PROCEDURE.

(A) General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this chapter, the Board of Zoning Appeals (BZA) shall be the designated board of officials appointed by the governing body, as established in Section 153.047 of the Zoning and Land Development Ordinance. The Charleston County Construction Board of Adjustment and Appeals as established by the County Council shall hear and decide appeals and requests for variance meeting the following provisions from the requirements of this chapter:

—(1) Public notice of all meeting of the Board shall be provided by at least electronic delivery to the news television stations, the newspaper of general circulation, the radio communication companies, and several individual town/jurisdictional distribution papers.

(1) Decisions on which a variance or appeal is requested shall be those made by the Building Official or his designee.

Ordinance #2026-04 EXHIBIT A

(2) Requests for a hearing for a variance or appeal of a decision shall be in writing, and shall be received in the office of the Building Official within 30 calendar days of notice to the appellant of the decision.

(3) The appellant shall be the owner of the property affected by the decision or his or her duly authorized representative.

(B) This Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Building or the Planning and Zoning Official in the enforcement or administration of this chapter.

(C) Any person aggrieved by the decision of this Board or any taxpayer may appeal such decision, as provided in § ~~6-29-8004-9-30~~ of the S.C. Code of Laws.

(D) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.

(E) Variances may be issued for a new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that requirements of this section are met and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(F) Variances may be issued to wet flood proof an expansion to an existing farm structure in accordance with Technical Bulletin 7, Wet Flood Proofing Requirements for Structures Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program available from the Federal Emergency Management Agency. The structure must meet all of the conditions and considerations for variances otherwise established within this chapter. In addition, the following standards shall apply:

(1) Use of the structure must be limited to agricultural purposes such as pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment; steel grain bins and steel frame corn cribs; and general purpose barns for temporary feeding of livestock;

(2) The expansion to an existing farm structure must be built or rebuilt, in the case of an existing building which is substantially damaged, with flood resistant materials for building elements below the base flood elevation;

(3) The expansion to an existing farm structure must be adequately anchored to prevent flotation, collapse or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic and debris impact forces;

(4) The expansion to an existing farm structure shall meet the requirements for hydrostatic venting requirements of this chapter;

Ordinance #2026-04 EXHIBIT A

(5) Electrical, mechanical or other utility equipment must be located at or above the design flood elevation, or must be maintained in a flood proofed enclosure complying with this chapter which is capable of resisting damage during flood conditions;

(6) The expansion to an existing farm structure must comply with floodway encroachment provisions of this chapter; and

(7) Major equipment or machinery must be protected from damage by flooding, which may include safely removing the contents of an expansion to an existing farm structure to a specified site out of the flood plain upon notification of potential flooding event.

(G) In passing upon such applications, this Board shall consider all staff reports and technical evaluations, all relevant factors and all standards specified in other sections of this chapter, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity of the facility to a waterfront location, in the case of a functionally dependent usage;

(6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(7) The conformance of the proposed use to the Town Comprehensive Plan and the Town of James Island Zoning and Land Development Regulations;

(8) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site during a base flood event; and

(10) The costs of providing governmental services to the site during and after flood conditions, including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical and water systems, and streets and bridges.

(H) The Board may attach such reasonable conditions to the granting of variances as it deems necessary to further the purpose of this chapter.

(I) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result, nor shall a variance be based on financial hardship alone; nor solely due to existing or as-built elevation deficiencies that will cause extreme hardship.

Ordinance #2026-04 EXHIBIT A

(J) Conditions for variances.

(1) Variances shall be issued only on a determination that the variance is the minimum necessary needed to afford relief considering the flood hazard; and in the instance of an historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building;

(2) Variances shall be issued only upon:

(a) A showing of good and sufficient cause;

(b) A determination that failure to grant the variance would result in exceptional hardship; and

(c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, creation of a nuisance, fraud on or victimization of the public, or conflict with other existing laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice specifying the differences between the base flood elevation and the elevation of which the building is to be built and a statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(4) The Building Official shall maintain the records of all appeal actions and report any variances granted to the Federal Emergency Management Agency upon request.

(5) Variances may not be issued when the variance will make the structure in violation of other federal, state or local laws, regulations or ordinances.

(Ord. 2016-14, passed 1-19-2017)

COMPLIANCE FOR PROPOSED REAL ESTATE TRANSACTIONS

§ 151.70 PROVISION FOR INSPECTIONS.

(A) For the purpose of establishing pre-existing conditions which may not be in compliance with the Town of James Island Flood Damage Prevention ~~and Protection~~ Ordinance, it is hereby established that the ~~Building Official or designee~~ Building Services Department is authorized to conduct inspections of existing structures at the request or with the consent of the owner of the structure or his agent for compliance with the Town of James Island Flood Damage Prevention ~~and Protection~~ Ordinance when requested for a proposed real estate transaction or insurance policy issue.

(B) The Building Official may promulgate regulations for the implementation of this program, consistent with the intent hereof and with the terms of the remainder of Chapter 151 of the Code of Ordinances of the Town of James Island.

Ordinance #2026-04 EXHIBIT A

(C) These inspections are to be conducted at a convenient time for the property owner or his agent and during the normal operating hours of the Building Services Department.

(D) Reports generated as a result of these inspections are to be considered public records and are to be maintained in the Office of the Building Official in accordance with the Town's records retention schedule.

(Ord. 2016-14, passed 1-19-2017)

NUISANCES

§ 151.85 NUISANCES WITHIN A SPECIAL FLOOD HAZARD AREA.

(A) Certain nuisances defined. Notwithstanding anything to the contrary set forth in the Code of Ordinances, Town of James Island, the following activities occurring within a special flood hazard area constitute a danger to the health, safety, and welfare of the residents of the Town, are hereby defined as public nuisances and are prohibited within any special flood hazard area.

(1) The manufacture, processing, blending, mixing or refining of the following products as defined in the International Fire Code as adopted by the Town of James Island:

- (a) Explosives;
- (b) Blasting agents;

(2) Storage of the products listed in division (A)(1) above, except that the retail sale of packages products off-the-shelf at properly licensed and otherwise authorized retail sales outlets, is allowed.

(B) Defense - prior use of property. It shall be a defense to prosecution pursuant to division (A) above if:

(1) Property located within a special flood hazard zone was being used for a purpose defined as a nuisance in division (A)(1) above, ~~before August 3, 1971~~, has been continuously used for such purpose thereafter, and such use:

~~(a) Was a permitted use pursuant to the county zoning ordinance as of August 3, 1971; or~~

~~(ab) Constituted a lawful non-conforming use under the county Town Zoning and Land Development Regulations Ordinance's zoning ordinance on August 3, 1971; and~~

(2) Property which becomes located within a special flood hazard area as the result of an amendment to the county's FIRM was being used for a purpose defined as a nuisance in division (A)(1) above, before the effective date of the amended FIRM, has been continuously used for such purpose thereafter, and such use:

Ordinance #2026-04 EXHIBIT A

(a) Was a permitted use pursuant to the Town Zoning and Land Development Regulations Ordinance ~~'s zoning ordinance~~ as of the effective date of the FIRM; or

(b) Constituted a lawful non-conforming use under the ~~town's zoning ordinance~~ Town Zoning and Land Development Regulations Ordinance on the effective date of the FIRM.

(Ord. 2016-14, passed 1-19-2017)

§ 151.99 PENALTY.

(A) Criminal penalties. Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the town from taking such other lawful actions as are necessary to prevent or remedy any violation.

(B) Civil remedies. In addition to any other criminal or civil remedies that may be available to the town, the town may seek and obtain an injunction against the owner or owner's representative with control over the property in accordance with applicable laws and procedures.

(Ord. 2016-14, passed 1-19-2017)