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

AMENDED OCTOBER 14, 2026

*HIGHLIGHTED ITEM ADDED

**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: (Councilman Dodson)

2) Public Comment:

3) Consent Agenda:

   a) Minutes: Town Council Meeting, September 17, 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:

   - *Nabors Drive Sidewalk Survey Update

6) Requests for Consideration by Council:

   - Request to Use Council Chambers: Palmetto Fiber Arts Guild
   - Request to Use Council Chambers: Coastal Camellia Society
   - Request to Approve Accommodations Tax Committee Recommendation of $57,000 to Town of James Island

7) Committee Reports

a) Land Use Committee:

b) James Island Pride/Making our Island Beautiful

c) Children's Committee

d) Neighborhood Council

e) History Committee

f) Rethink Folly Road

g) Drainage Committee

h) Business Development Committee

i) Trees Advisory Committee

j) James Island Intergovernmental Council

k) Accommodations Tax Committee

l) James Island Arts Council

m) Parks and Gardens Council

8) Proclamations and Resolutions:

- Proclamation in Remembrance of Master Sergeant Scipio C. Williams, Jr.
- Proclamation Recognizing November 12, Creutzfeldt-Jacob Disease Awareness Day
- Proclamation Recognizing National Colonial Heritage Month

9) Ordinances up for First Reading:

- First Reading: Ordinance # 2026-14: An Ordinance Amending Chapter 30 of the Code of Ordinances of the Town of James Island to Update the Date of Regular Municipal Elections to Comply with Updates to State Law

10) Ordinances up for Second/Final Reading:

- Second Reading: Ordinance #2026-12: An Ordinance Amending the Town of James Island Town Regulations Concerning Livability #2012-09: Noise Offenses
- Second Reading: Ordinance #2026-13: Amending Ordinance #2026-05 Adopting the FY 2026-2027 Budget for the Town of James Island, SC to Ratify, Confirm, and Establish the Property Tax Millage Rate of 16.0 Mills for FY 2026-2027

11) Old Business:

12) New Business:

13) Executive Session: The Town Council may enter an Executive Session in accordance with Code of Laws of South Carolina Section 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, including discussions of a proposed sale or purchase of property. Upon returning to open session the Council may act on matters discussed in the Executive Session.

14) Return to Regular Session:

15) Announcements/Closing Comments:

16) Adjournment:

The Town of James Island held its regularly scheduled meeting on Thursday, September 17, 2026, at 7:01 p.m. at the Town of James Island, 1122 Dills Bluff Road, James Island, SC. This meeting was also life streamed on the Town's website at: www.jamesislandsc.us/livestream-townmeetings and was held in compliance 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, Michael Williams, and Mayor Brook Lyon, who presided. Absent: Councilman Darren "Troy" Mullinax, (gave notice). A quorum was established to conduct business. Also present: Town Attorney, Brian Quisenberry, Finance Director, Mike Hemmer, Code Enforcement Officer, Parker Richardson, Permitting and Licensing Manager, Melissa, Flick, James Island Sheriff's Patrol, Captain Shawn James, and Town Clerk, Frances Simmons.

Mayor Lyon called the meeting to order at 7:01 p.m. She welcomed everyone and introduced the members of Town Council and herself as Mayor. Mayor Lyon announced that 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 public participation and welcomes comments prior to its Town Council meetings. Residents wishing to address the Council are limited to three (3) minutes and must sign in prior to speaking. Written comments may also be submitted in advance by emailing to info@jamesislandsc.us, by mail, or by placing comments in the drop box at the Town Hall.

Opening Exercises: Mayor Lyon noted that Councilman Troy Mullinax, who was scheduled to lead the opening exercises, was absent due to a family emergency. Mayor Lyon then led the opening exercises, followed by the Pledge of Allegiance.

Mayor Lyon stated that although our meetings follows the agenda order, special guests are present for a proclamation in memory of Eugene Frazier, Sr. She then requested a motion to amend the agenda to move the proclamation to the next item of business. Councilman Dodson made the motion, which was seconded by Councilwoman Drayton-Crumblin. Passed unanimously.

Proclamations and Resolutions:
Proclamation in Memory of Eugene Frazier, Sr.: Mayor Lyon described Eugene Frazier, Sr. as a special and wise person who contributed greatly to the James Island community and its history. She noted that she was currently reading one of his books and that her husband had ordered another.

Mayor Lyon recognized Mr. Frazier's family: Geraldine Minter, daughter; Eugene Frazier, Jr., son; Brian Minter, grandson; and Miranda Blake, niece, and called them forward. Mayor Lyon read a proclamation honoring the memory and contributions of Eugene Frazier, Sr. Following the reading of the proclamation, Mayor Lyon presented a plaque to the family. The family and members of Town Council participated in a photo session.

The family thanked the Town for honoring their father's legacy. Ms. Minter stated that, among the recognitions he had received in his lifetime, she believed this honor would have held very special significance for him and meant more to him than many others he received in the past.

Public Comment:
Joe Walters, 796 Folly Road: Mr. Walters thanked the Mayor and Council for listening to the community and standing up for the people of James Island. Their decision not to support the raised medians helps keeps local shops and services accessible on Folly Road. He thanked Council for prioritizing the voices of the residents, property owners, and business owners in the commercial core on Folly Road. Most importantly, Council's leadership ensures that the James Island neighborhoods remain connected and is safer for all the residents.

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Ben Henshaw, 722 Waites Drive: Mr. Henshaw spoke about speed humps on Waites Drive. He explained that the request followed an earlier discussion in November when Council approved a request for several speed humps due to heavy overflow traffic from Northshore and Dills Bluff that funnels through Fort Sumter, Waites Drive, and James Drive. He stated that, to his understanding, a bid had now been received in response to an RFP for the work. He is appearing before Council as a representative of the residents of Waites Drive to emphasize that the neighborhood continues to have a significant need for the speed humps and expressed hope that the project could move forward by getting them approved.

John Peters, 1301 Hampshire Road: Mr. Peters complimented Council on the sidewalk being installed on Dills Bluff Road, stating that it looks fantastic. He referenced Council's upcoming review of the Noise Ordinance and asked Council to consider residents who may want to have a party on a Saturday, play loud music, or set off fireworks. He encouraged Council to balance restrictions with residents' freedom to enjoy their property, while considering neighbors' need for peace and quiet.

Mr. Peters reiterated his opposition to the proposed medians on Folly Road. He stated that more could be accomplished through simpler improvements rather than an *"all or nothing"* process. He encouraged Council to remain committed to listening to the residents and thanked them for doing so.

Mr. Peters also discussed his vision for annexation on James Island, which he believes could ultimately create *"one James Island."* He acknowledged that changes to the current structure would require action at the state level but said he believes the goal could be accomplished a little at a time. He stated that a unified James Island could potentially reduce the number of trash trucks traveling through neighborhoods and improve the management of functions and services on the island. He encouraged Council to remain open to that as a possibility.

Edward Greene, 1115 Seaside Lane: Mr. Greene appeared before Town Council to ask them to consider a putting green on the grass in front of Town Hall. He had previously asked the Mayor about doing this. He noted that while the Town hosts its First Friday events, a putting green would provide additional recreational activity for children when they have nothing else to do. He suggested that the space could accommodate six, seven or possibly nine holes and it would be a nice addition to the Town.

Sandrine Camporro,1267 Hampshire Road: Ms. Camporro stated that she lives in Whitehouse Plantation. She expressed frustration with living behind the Dills Bluff construction project. She noted that August will mark two years since construction began and described the past two years as a period of continuous noise. She shared that a 90-year-old neighbor who had lived in her house since 1964 moved after six months of construction because of the noise. Ms. Camporro said that she remains in her home, as does another neighbor, but explained that the construction has significantly affected her quality of life.

Ms. Camporro said she works from home and the ongoing drilling and construction noise is like "*someone drilling in your head all day, every day*." Construction typically begins at 7:00 a.m. and continues until 9:00 p.m. She also noted that a neighboring family with a one and a three-year-old cannot put their children to bed before 8:45 p.m. because of the noise. Construction occurs Monday through Sunday because the Town currently does not have a Noise Ordinance. If the property were located within the City of Charleston, construction would not be permitted on Sundays, but because it is in the Town, work is done on Sundays and holidays. She specifically recalled construction beginning at 7:13 a.m. on Labor Day and at 6:35 a.m. on Memorial Day. She is unable to comfortably use her backyard for gatherings because of cutting, drilling, and sanding occurring approximately 10 feet from her home. She also described significant amounts of dust associated with the construction. Another concern are multiple contractors working on the project, making it difficult for residents to identify whom to contact regarding construction activities. She observed that workers are being picked up as late as 9:00 p.m. and are required to work from 7:00 a.m. -9:00 p.m.,

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including on Saturdays and some Sundays. She spoke with a builder on a Saturday and asked whether he could instruct the person who comes to the site on Sundays to stop and the builder responded that the individual is a "*workaholic*," lives on James Island, and likes to supervise the project. Ms. Camporro concluded by telling Council that she appreciates the work being done on a proposed Noise Ordinance and emphasized that such an ordinance is very important to residents.

Lindsay Barr, 717 Fort Sumter Drive: Ms. Barr spoke on behalf of the residents of Fort Sumter Drive that submitted a petition to request the Town to install speed humps along the portion of Fort Sumter Drive between Harborview Road and Dills Bluff. The petition states that Fort Sumter Drive has become a high-traffic cut-through street, frequently used by drivers attempting to bypass congestion in other major thoroughfare on the island. As a result the neighborhood experiences chronic speeding, dangerous acceleration into curves and failure to stop fully at stop signs.

Consent Agenda:

Minutes of Town Council Meeting: August 20, 2026: Mayor Lyon called for a motion to approve the meeting minutes from the August 20, 2026, Town Council meeting. The motion was made by Councilman Boles, seconded by Councilman Dodson. There were no corrections. Passed unanimously.

Information Reports:

Mayor's Report: Update on the Art and Community Center: Mayor Lyon reported that the footings were excavated this week and cleanup of the lot and stormwater improvements are in progress for the inspectors to complete their report. If work stays on schedule, concrete should be poured next week.

Building Department Update: the Building Department is operating well. We have 323 active permits. She thanked Melissa Flick and the staff for their hard work, noting that Melissa remains central to the department's operations. Safebuilt is also doing a great job. Since bringing permitting in-house on May 1, the department has issued 430 permits.

Update on Legislative Request Bayfront Drainage Project: the community grant earmarked by the state for the Bayfront Drainage Project has been signed off by the Governor. After the funds are received we will begin working on the project.

Update on Dills Bluff Sidewalk Project: the Dills Bluff Sidewalk Project is well underway. The sidewalk will run to Condon Drive and eventually connect to Harborview.

Charleston County Flooding Task Force: Mayor Lyon and Melissa Flick attended the Charleston County Flooding Task Force meeting last week. More will be shared in Melissa's report.

Community Emergency Response Training (CERT): Community Emergency Response Training will be held October 9–10 at Town Hall. Mayor Lyon invited Council and the public to sign up so the class could take place. Melissa, Jackie, Parker, Mike, as well as herself are CERT-certified. She said it is more convenient to have the training here rather than having to go elsewhere. Interested persons should contact Mayor Lyon.

Comprehensive Plan: an orientation for the Comprehensive Plan kick-off will be held Monday, October 19, at Town Hall conducted by Megan Clark, BCD Council of Governments.

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Upcoming Events:

Narcan Training: Narcan training was held last night. The next is scheduled on October 21 at 6:00 p.m. Free Narcan is available in our dispenser box. Professionals attend monthly meetings with updates and teach the public how to use the dispensers. Mayor Lyon encouraged everyone to take some to keep with them to help save a life.

Pet Helpers Vaccine Microchip Clinic: low-cost vaccine and microchip clinic will be held on Saturday, September 19. The public is encouraged to attend.

Poetry Reading and Open Mic: to be held Wednesday, September 23. Mayor Lyon said the Open Mic includes music as well as poetry, creating a nice blend. She also complimented how the Council Chambers is transformed for the event with low lighting and rugs that create a different atmosphere.

Charleston County Round-about Meeting: Charleston County will host a meeting regarding the round-about at Camp and Fort Johnson and the stoplight at Secessionville at Town Hall on September 29 at 6:00 p.m. The public is invited to attend and ask questions and give feedback to the County.

Revision of Charleston County Stormwater Manual: Mayor Lyon announced that Charleston County is revising its stormwater manual and will hold a meeting at Town Hall on September 24 at 6:00 p.m. The meeting will help the community understand changes to reduce flooding from new construction, pervious groundcover, fill, and other related issues to stormwater management.

Flu Vaccine Clinic: The Town will host a flu vaccine clinic on October 8 from 10:00 a.m. to 12:00 noon in conjunction with Harris Teeter. She thanked Frances Simmons for her efforts in arranging the clinic and invited staff, Council members, and their families to sign up.

Charleston Horticulture Society is having a Mayor's Round-table at the Town Hall on Friday, October 16, 7:30-10 a.m. Discussion will include resiliency and native plants.

Town Market will be held on Friday, October 2 at 6:00 p.m. featuring the "The Reckoning" Band.

Finance Report: Finance Director, Mike Hemmer presented the monthly budget report that covers the second month (August) of the 2026-2027 fiscal year. The budget represents 16.66% of our 12-month cycle. No questions or discussion. Report accepted as information.

Island Sheriff's Patrol Report: Captain James thanked Council for its heartfelt condolences following the passing of Deputy Michael Wade Hendricks. He provided Council with an overview of recent crimes and infractions that had occurred within the Town.

Councilwoman Drayton-Crumblin asked for an update regarding speeding on Seaside Lane. Captain James reported that deputies had been monitoring the area and had not observed anything egregious.

Public Works Report: Melissa Flick, Permitting and Licensing Manager, provided an overview of the Public Works Report. She reported that the intergovernmental flood prevention drainage project is in the beginning stage for the Bayfront area with plans currently being developed. She shared that additional drainage projects are planned for James Island, primarily near Fleming and

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Riverland Terrace. These projects are outside the Town's jurisdiction but may still result in travel delays and disruptions to residents' normal routines while construction is underway.

Ms. Flick reported that sidewalk improvements on Dills Bluff Road are progressing (Seaside Lane to Condon Drive). Mayor Lyon commented on the ongoing ditch work throughout the area and noted that some residents have expressed concerns about having their ditches dug and explained that the drainage system requires work on all properties in order to ensure proper water flow. Mayor Lyon thanked Ms. Flick for her hard work. Ms. Flick stated that the positive comments received regarding the work have outweighed the negative and shared a positive comment from a citizen earlier today.

Councilman Williams reported that he had been at Stiles/Shaffer earlier and observed the pond and drainage improvements near the riprap and commented that the completed work looks good.

Councilman Dodson added that contractors had also commented favorably on the improvements and thanked Ms. Flick on their behalf.

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Code Enforcement Report: Code Enforcement Officer, Parker Richardson presented the written Code Enforcement Report and availed herself to question. Report accepted as information.

Requests for Consideration by Staff: None.

Requests for Consideration by Council:

Recommend Award of Waites Speed Humps (Asphalt Concepts, LLC): Mayor Lyon reported that the request for bids for the speed humps on Waites Drive was advertised for three weeks. Because this is a small project, only one bid was received. Town Engineer Laura Cabiness is recommending approval of the bid from Asphalt Concepts, LLC.

Mayor Lyon referenced previous invoices for speed hump installations, including one hump on Schooner Avenue, four on Pauline Avenue, and four on Seaside Lane. She noted that prices have increased and stated that the submitted bid is consistent with current costs. She explained that cost is generally similar regardless of whether the project involves one hump or eight humps. Traffic control costs will be slightly higher because the project will require a two-person flagging team.

Mayor Lyon called for a motion and a second for discussion. Councilman Boles made the motion to approve the bid from Asphalt Concepts, LLC, for $19,887.00. Councilwoman Drayton-Crumblin seconded the motion. Councilwoman Drayton-Crumblin requested clarification regarding the company's name, noting that she had seen the name listed as "Asphalt Pavers" in another communication. It was clarified that the correct company name is **Asphalt Concepts, LLC**.

Vote:

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

Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Petition Requesting Installation of Speed Humps on Fort Sumter Drive: Mayor Lyon announced that several residents had obtained signatures in support of the speed hump request, with Lindsey Barr obtaining additional signatures. A total of 23 of the 26 residents had been obtained, exceeding the 75% benchmark. Mayor Lyon noted that the area has a lot of traffic.

Mayor Lyon called for a motion to approve the request. Councilwoman Mignano made the motion, which was seconded by Councilman Dodson.

Councilwoman Drayton-Crumblin requested that the Town Engineer visit the site to determine the location of the existing stop sign and evaluate where the speed humps should be placed.

Mayor Lyon stated that, to her understanding, the location had been evaluated several years ago and the proposal at that time was for four speed humps: two between Dills Bluff and Montgomery and two between Montgomery and the Fort Sumter/Harborview intersection. She noted, however, that the Town Engineer may determine that fewer speed humps are necessary. Mayor Lyon also stated that the road is not a South Carolina Department of Transportation (SCDOT) road, so the engineering review should hopefully not take as long.

Vote:

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

Unanimous

Request to Use Council Chambers: Watercolor Ladies (September 2026-May 2027): Mayor Lyon called for a motion to approve and a second for discussion to approve the request of the Watercolor Ladies. Motion to approve was made by Councilman Dodson, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously.

Request to Use Council Chambers: Knitting Class (January -June 2027): Mayor Lyon called for a motion to approve and a second for discussion to approve the request of the Knitting Class. Motion to approve was made by Councilman Dodson, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously.

Request to Use Council Chambers: Linus Blanket Group (2027): Mayor Lyon called for a motion to approve and a second for discussion to approve the request of the Linus Blanket Group. Motion to approve was made by Councilwoman Mignano, seconded by Councilman Dodson. No discussion. Passed unanimously.

Request for Meeting Space for AA Women's Meeting: Mayor Lyon stated that this group runs to 10/28 and the others to the end of the year. The AA Women's group hosts a weekly meeting in the front reception area, so it does not affect the meetings that are held in Council Chambers. The AA meeting has been listed on the regional AA schedule.

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Mayor Lyon made a motion to amend the request to approve the AA Women's meetings through 2027; seconded by Councilman Boles. No discussion. Amended motion passed unanimously.

Motion to approve the request of the AA Women's group through 2027 was made by Councilwoman Mignano, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously.

Committee Reports:
Land Use Committee: Mayor Lyon reported that no Planning Commission or BZA meetings were held this month. The Planning Commission will meet with Megan Clark of the Council of Governments on October 19 at 5:00 p.m. to discuss the Comprehensive Plan.

James Island Pride/Making our Island Beautiful: Councilwoman Drayton-Crumblin reported that last weekend's trash pickup collected 35 bags of litter. The next JI Pride meeting will be held October 15 at 6:00 p.m., and a Helping Hands workday is scheduled for September 26. Volunteers were encouraged to participate and meet Stan Kozikowski at Simeon Pinckney Park (461 Ft. Johnson Rd) for assignments.

Appointment: Councilwoman Drayton-Crumblin moved for the appointment of Stan Shockey to James Island Pride/Making our Island Beautiful Committee, seconded by Councilman Boles. Passed unanimously.

Children's Commission: Councilwoman Mignano announced that she and Councilwoman Drayton-Crumblin will meet tomorrow to discuss plans for an upcoming Children's Festival.

Neighborhood Council: Mayor Lyon reported that the Neighborhood Council will meet on Thursday, September 30, at 6:00 p.m. Neighborhood Council is hosting a forum for candidates running in the County Council race District 9 on Thursday, September 24 at 6:00 p.m. The League of Women Voters will host a forum for the House 115 race and Charleston County School District 9 on Thursday, October 1 at 7:00 p.m. The public is invited.

History Committee: Councilman Williams reported progress on historic markers, Town Market representation, and outreach. A community cleanup at Battery Chavis is scheduled for Saturday, November 21, to improve access to historic sites. A commemoration honoring former Mayor Joan Sooy's service to the first Town of James Island will be held October 24 at 3:00 p.m.

Rethink Folly Road: Councilwoman Drayton-Crumblin reported that all municipalities submitted plan updates. Haley Dockery was appointed from the Conservation District to the Rethink Folly Road Committee. SCDOT confirmed its verbal commitment to start pm Folly Road safety improvements, but the start date remains undetermined. As a semester project, Clemson Urban Design will explore ways to repurpose sites along Folly Road within the City of Charleston without proposing rezoning or other changes. The next meeting is November 18.

Drainage Committee: No Report.

Business Development Committee: No Report. Councilman Dodson is investigating dates to meet in October.

Trees Advisory Committee: Mayor Lyon reported that a Tree Canopy Award will be conducted at the Holy Cross Cemetery tentatively scheduled for November 10 at 3:30 p.m. 200 fruit trees will be given away on November 6 at the Town Market.

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James Island Intergovernmental Council: Mayor Lyon announced the next meeting of the JI Intergovernmental Council on October 28 at 7:00 p.m. at the Town Hall.

Accommodations Tax Committee: Councilman Dodson announced that the A-Tax Committee will meet on Monday, September 21 at 5:00 p.m. at the Town Hall.

James Island Arts Council: Mayor Lyon noted that the mini art gallery in the front lobby will feature new artwork and exhibits by a new artist beginning October 1. A World Music Café fundraiser for the Arts and Community Center will be held in Council Chambers on Friday, October 30. The next meeting of the Arts Council is Tuesday, September 22, at 7:00 p.m.

Parks and Gardens: Mayor Lyon shared that the Parks and Gardens Committee is working on a native plant garden. We hope to have it in place before the Mayor's Round-table meeting on resiliency and native plants meets.

Ordinances Up for First Reading:

First Reading: Ordinance #2026-12: An Ordinance Amending the Town of James island Town Regulations Concerning Livability #2012-09: Noise Offences: Town Attorney Quisenberry stated that, as Council has heard from members of the public, there have been complaints regarding the current ordinance because it is somewhat vague. The existing ordinance does not establish specific hours and instead refers generally to "daylight hours." Depending on the season, daylight hours could begin very early or extend very late. He explained that establishing specific hours is the primary purpose of the proposed amendment. Under the proposed amendment, construction activities would be permitted from 7:00 a.m. to 7:00 p.m. Monday through Friday, during specified hours on Saturdays, and would not be permitted on Sundays or holidays.

Attorney Quisenberry explained that, as the Town reviewed the ordinance more closely, several additional improvements were identified. The amendment adds definitions for terms that were not previously defined, including what constitutes "construction noise." Having clear definitions will assist with enforcement and provide the Town with a stronger basis for addressing violations when construction companies do not comply with the ordinance. The amendment also establishes clearer enforcement standards and identifies the factors that should be considered when determining whether noise is unreasonable. Rather than relying solely on a general standard of "unreasonable noise," the revised ordinance provides specific criteria for the Code Enforcement Officer to consider. He emphasized that neighbor complaints themselves are not a factor in determining whether a violation has occurred. Instead, the Code Enforcement Officer would evaluate the circumstances and determine whether the noise meets the standards established in the ordinance.

Finally, the amendment provides exceptions for emergency construction situations. For example, if a water or sewer pipe were to burst in the middle of the night and immediate construction work were necessary, the work could occur outside the established hours. The proposed language gives the Mayor authority to determine whether an emergency exception is warranted.

Councilman Williams stated that the proposed ordinance appeared to be primarily geared toward construction and asked how it would affect Mr. Peters, who had commented during public comment, if he wanted to have a party.

Attorney Quisenberry explained that the impact would depend on the time of the gathering and the volume of the music. He clarified that the ordinance does not change the existing volume standards but establishes factors to be considered in determining whether a noise violation exists. He noted that the ordinance

identifies eight factors, including the volume and intensity of the sound, duration, time of day or night, whether the sound is recurrent, intermittent, or constant, and the proximity of the sound to other residences. He stated that these factors would be used in making a determination. Attorney Quisenberry added that he did not believe a party occurring in the middle of the day would meet the standard for a violation, but the determination would ultimately be made by the Code Enforcement Officer.

Councilman Dodson asked how the ordinance would apply if a party continued until 10:00 p.m. Mayor Lyon stated that she believed the County's ordinance established 10:00 p.m. as the applicable time.

Councilman Williams asked whether the ordinance was strictly focused on construction and could therefore exclude situations such as Ms. Sandrine's, where a resident may wish to have a party in the absence of construction activity. There was also discussion about lawn maintenance, and this would not apply to that.

Councilman Boles recounted parties he had hosted in the past and suggested that residents communicate with their neighbors if they plan to have a party.

Councilwoman Drayton-Crumblin asked, in light of the construction concerns raised by Ms. Sandrine, whether she would have to wait until the ordinance was approved at the October meeting. Attorney Quisenberry explained that Council could hold a special meeting if approval was needed before the October meeting.

Councilwoman Mignano requested that the ordinance include residential gatherings. Attorney Quisenberry explained that residential gatherings were already addressed under Section 90.32. The request was subsequently withdrawn.

After discussion, Mayor Lyon called for a motion and a second for further discussion. Motion was made by Councilwoman Drayton-Crumblin, seconded by Councilman Dodson.

<u>Vote</u>

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

Unanimous

<u>First Reading: Ordinance #2026-13: Amending Ordinance #2026-05 Adopting the FY 2026-2027 Budget for the Town of James Island, SC to Ratify, Confirm, and Establish the Property Tax Millage Rate of 16.0 Mills for FY 2026-2027</u>: Mayor Lyon introduced the ordinance by title. The purpose of the ordinance is to ratify, confirm, and establish property tax millage for the Town of James Island as 16.0 for fiscal year 2026-2027 which will result in no property tax for the residents as the 16 mills will be credited to them. Mayor Lyon called for a motion and a second for discussion. No discussion.

<u>Vote</u>

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

Unanimous

Old Business: None.

New Business: None.

Executive Session: The Town may enter into an Executive Session in accordance with Code of Laws of South Carolina Section 30-4-70 (A) (2) for receipt of legal advice regarding litigation matters regarding KT Properties, LLC vs. Town of James Island and contractual matters, including potential change in terms to contracts with existing service providers and proposed terms in request for municipal consent from the South Carolina Department of Transportation. Upon returning to open session, the Council may act on matters discussed in the Executive Session.

Mayor Lyon called for a motion and a second to enter into the Executive Session. The motion was made by Councilman Boles, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously and Council entered at 8:16 p.m.

Return to Regular Session: Mayor Lyon called for a motion to return to regular session at 9:02 p.m. The motion was made by Councilwoman Mignano, seconded by Councilwoman Drayton-Crumblin, and passed unanimously. Mayor Lyon announced that no votes were taken during the Executive Session.

Motion: Councilman Williams moved that Council authorize the Mayor to formally notify the Flock Group that the Town does not intend to renew two of its four Flock Camera subscriptions under the amended agreement executed in January of 2025 and authorize the Mayor to negotiate a new contract and ask for credit of two unused flock cameras and a one-year subscription for the remaining two. The motion was seconded by Councilman Boles. No discussion.

Vote

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

Unanimous

Motion: Councilman Dodson moved that Council adopt the Resolution presented by the Town Attorney during the Executive Session concerning the Town's support for safety improvements along the Folly Road corridor, documenting the Town's efforts to reach a compromise with the SCDOT regarding raised medians and granting municipal consent for all proposed project improvements except the installation of raised medians, subject to the terms and conditions set forth in the Resolution. The motion was seconded by Councilwoman Drayton-Crumblin. No discussion.

Vote

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

Unanimous

Announcements/Closing Comments: Mayor Lyon thanked the citizens of the Town for the support the Town has received on the raised medians. She is hopeful that the counter proposal will work out.

All members of Council thanked the staff for their hard work and the fantastic job being done in the Permitting Department. Councilwoman Mignano express condolences to the Sheriff's Office for the loss of Deputy Michael Wade Hendricks.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:07 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

DRAFT

RESOLUTION NO. 2026-10

A RESOLUTION EXPRESSING THE TOWN OF JAMES ISLAND'S SUPPORT FOR SAFETY IMPROVEMENTS ALONG THE FOLLY ROAD CORRIDOR, DOCUMENTING THE TOWN'S EFFORTS TO REACH A COMPROMISE WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION REGARDING RAISED MEDIANS, AND GRANTING MUNICIPAL CONSENT FOR ALL PROPOSED PROJECT IMPROVEMENTS EXCEPT THE INSTALLATION OF RAISED MEDIANS.

WHEREAS, the South Carolina Department of Transportation ("SCDOT") has developed a roadway safety improvement project for the Folly Road corridor within the Town of James Island; and

WHEREAS, the Town of James Island recognizes the importance of improving traffic safety, pedestrian safety, roadway conditions, transit accessibility, and multimodal transportation infrastructure along the Folly Road corridor; and

WHEREAS, throughout the development of the Folly Road project, the Town has worked cooperatively with SCDOT, Charleston County, the City of Charleston, the Berkeley-Charleston-Dorchester Council of Governments ("BCDCOG"), CARTA, and other project stakeholders to identify and support safety enhancements for the corridor; and

WHEREAS, on March 24, 2026, Mayor Brook Lyon transmitted correspondence to Secretary Justin Powell on behalf of the Town informing SCDOT that the Town generally supports the proposed Folly Road safety project but objects to the inclusion of raised medians within the project; and;

WHEREAS, on April 22, 2026, Secretary Justin Powell responded on behalf of SCDOT and advised the Town that SCDOT would not remove the proposed raised medians from the project, and following receipt of SCDOT's response, the Town Council voted to withhold municipal consent because of its continuing concerns regarding the raised median component of the project; and

WHEREAS, at the July 8, 2026 meeting of the ReThink Folly Committee, representatives of SCDOT advised that, because the Town objected to the raised median component of the project, SCDOT intended to discontinue numerous additional improvement elements unrelated to the disputed raised medians, including resurfacing work, CARTA bus stop improvements, sidewalk installations, Grimball Road/Fort Johnson Road intersection improvements, improvements between Grimball Road and George L. Griffith Boulevard, pedestrian crossing improvements, Camp Road intersection improvements, Eugene Gibbs Street and Rivers Point Row intersection improvements, access control measures between Camp Road and Brantley Drive, improvements from Oak Point Road to Ellis Oak Avenue, and repairs to existing sidewalks; and

WHEREAS, the Town has consistently expressed support for those and other safety improvements that are not dependent upon construction of raised medians; and

WHEREAS, on July 17, 2026 and July 30, 2026, Mayor Brook Lyon and Councilmember Drayton-Crumblin met with representatives of SCDOT to discuss alternative safety countermeasures and compromise solutions intended to improve public safety while addressing the Town's concerns regarding raised medians; and

WHEREAS, during those discussions, Town representatives presented alternative safety countermeasures indicating that SCDOT's preferred median alternative was estimated to reduce serious injuries and fatalities by approximately 2.9 incidents annually, while the Town's proposed alternative countermeasures were estimated to reduce serious injuries and fatalities by approximately 4.5 incidents annually and thereby potentially save additional lives; and

WHEREAS, on August 19, 2026, Mayor Brook Lyon, Senator Ed Sutton, representatives of BCDCOG, and other stakeholders met with SCDOT in a further effort to resolve the remaining issues related to the project; and

WHEREAS, during that meeting, SCDOT indicated that it would consider removal of the proposed median at the Hyams Garden Center location but maintained its position that raised medians should remain at the other proposed median locations within the project corridor; and

WHEREAS, the Town appreciates SCDOT's willingness to engage in continued discussion and negotiate regarding portions of the project; and

WHEREAS, the Town remains committed to working collaboratively with SCDOT to advance transportation safety improvements throughout the Folly Road corridor while identifying the most effective and publicly supported safety measures; and

WHEREAS, the Town desires to formally state its continued support for all proposed safety improvements other than the raised median components and to encourage SCDOT to proceed with those improvements irrespective of the unresolved disagreement concerning raised medians.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA, THAT:

Section 1: Findings

The recitals set forth above are incorporated herein and adopted as findings of the Town Council.

Section 2: Good Faith

The Town Council finds and declares that the Town has acted in good faith and has consistently sought to work collaboratively with SCDOT to advance roadway safety improvements within the Folly Road corridor.

Section 3: Support for All Proposed Safety and Improvement Measures Except Raised Medians

The Town Council reaffirms its support for the safety, resurfacing, pedestrian, transit, access-management, intersection, and sidewalk improvements proposed as part of the Folly Road project, except for those project components involving the construction of raised medians within the Town limits. The Town's objections remain limited to the proposed raised median installations and should not be construed as opposition to any other project element.

Section 4: Municipal Consent

The Town hereby grants municipal consent for all portions of the Folly Road project that do not involve construction of raised medians within the Town limits. The Town respectfully requests that the South Carolina Department of Transportation continue advancing all portions of the Folly Road project for which the Town has expressed support and consent and continue working collaboratively with the Town to identify mutually acceptable alternatives to the proposed raised medians. The Town further requests that disagreement regarding the raised median component not be construed as opposition to, nor serve as the basis for delaying, modifying, or eliminating, the remaining project improvements supported by the Town.

Section 5: No Waiver

Nothing in this Resolution shall be construed as a waiver of any authority, position, objection, right, or remedy available to the Town under South Carolina law.

RESOLVED by the Town Council of the Town of James Island, South Carolina, this 17th day of September, 2026.

TOWN OF JAMES ISLAND, SOUTH CAROLINA

Brook Lyon

Brook Lyon,
Mayor

ATTEST:

Frances W. Simmons

Frances Simmons
Town Clerk

Mayor's Report

October 15, 2026, Town Council Meeting

Update on the Art and Community Center

Building Department Update

Update on Dills Bluff Sidewalk Project

New Art Exhibit – Town Hall Lobby – Frank Rupoli

Native Plant Garden

<u>Upcoming Events</u>

Charleston Horticultural Society Mayor's Roundtable – October 16

Narcan Training, Wednesday, October 21, 6:00 p.m.

Comprehensive Plan Workshop, October 19

Poetry Reading and Open Mic, October 27

World Music Café event, October 30

Joan Sooy Monument Dedication, November 1

Town Market, November 6: John Price and the Moonshine Boys

October 2026 Finance Report

This monthly budget report covers the third month (September) of the 2026-2027 Fiscal Year and represents 25% of our 12-month cycle.

Later this month, the annual audit will begin for the fiscal year 2025-2026.

There are a few areas highlighted in the Budget report. If I haven't mentioned a department below, there is nothing unusual there for the month. However, I'll be happy to answer any of your questions!

Revenues:

Overall revenue is $1,314,002, or 23.1% of the annual budget. This is modestly below the pace, primarily because several revenue items are received unevenly during the year.

- As previously reported, the Brokers Tax Program (#40011) is at 105.9% and was paid in August for the year.
- Building Permit Fees (#40015) total $171,973, or 955.4% of budget, including $90,006 in September. This revenue line continues to reflect the transition to in-house permitting.
- Alcohol Licenses (#40090) are fully received for the year.
- Facility Rental Fees (#40050) is running ahead at 39.2% of budget. Nicer weather means more events and more rentals.
- Local Option Sales Tax receipts remain $400,964 for the Property Tax Credit Fund (#40112) and $178,352 for the Municipal Fund (#40114). As discussed last month, the September remittance was received at the end of August. No additional receipt is recorded in September.
- Various Planning and Zoning fee revenues may look over/under budget. The number for the budget are simply based off of last year and are not predictable.
- Homestead Exemption (#40320) is likely complete at 93.3% of the budget.

Expenses:

Administration (Overall at 22.7% of Budget)

- As previously reported Bank Charges – Credit Card (#51017) was not budgeted and will need to be amended to allow for the point and pay program so we could take credit card payments for the in-house building permits. This was a one-time charge.
- Business License Contract Fees (#51037) have to do with CDL, a business license collection company that was used by the prior administration. That contract is ended and when the delinquent licenses are collected, this is their portion.

- Building Permit Contract Fees (#51038), also previously discussed, total $63,792 against no current budget. This will need to be amended and please note that the fees lag a month. We have also been unusually busy with the sewer fees and a large home being built. September's bill was around $80,000. This doesn't give me a lot of confidence that I can accurately predict a budget amount figure here.

Elected Officials (Overall at 20.6% of Budget)

- Nothing unusual.

Public Works (Overall at 9.1% of Budget)

- As previously reported, Equipment and Software (#53060) was for a laptop for the Public Works / Code / Permitting Manager.

- Public Outreach (#53180) was for costs when the Town hosted the Intergovernmental Flooding Task Force meeting.

Code Enforcement (Overall at 0.2% of Budget)

- Nothing unusual.

Planning, Zoning, Permitting (Overall at 30.8% of Budget)

- Arborist Reports (#55020) is running a little ahead of budget as we are in the middle of storm season. This will likely slow down through the winter months.

- Professional Services (#55160) is running higher as the Comprehensive Plan rewrite work has begun.

- Supplies PZP (#55200) has seen $174 of its $200 budget spent on ink for the plotter. There will also be an October cost for paper. These supplies tend to last, so although this will be over the $200 budget by maybe $150, is it not a cause for concern.

Emergency Services (Overall at 2.9% of Budget)

- Nothing Unusual.

Facilities, Parks, and Equipment (Overall at 22.5% of Budget)

- Equipment, Furniture, and Fixtures (#57060) is higher due to a purchase of a PA system for Town Use in August.

- As previously reported, Fire Safety (#57120) is higher due to the annual check and recharge of fire extinguishers back in July.

- Rent – Storage Unit (#57160) is running ahead due to a rent increase of $50 per month we paid in September. However, we have since gotten the unit contents out and terminated that lease. This cost will drop off.

- Vehicle and Equipment Fuel (#57250) is running over budget at 40.4%. This is an impact of higher gasoline prices and additional mileage in grass-growing season.

- As previously reported, Mill Point Park (#57350) had some emergency termite repairs required and Simeon Pinckney Park (#57360) had some emergency trail cleanup, both bills that came due in August.

Community Services (Overall at 6.0% of Budget)

- The only thing that looks ahead of budget would be Helping Hands (#58085). This is due to a clean-up event, ads, magnets, and a reimbursement for equipment and trailer repairs.

Island Sheriff's Patrol (Overall at 29.3% of Budget)

- As previously reported, the ISP Dedicated Officer Costs (#59100) is ahead of budget due to the County invoicing cycle.

Capital Projects (Overall at 1.2% of Budget)

- As previously reported, Audio / Visual upgrades (#62600) are complete but over budget by $1,678. This overage will be reflected in a budget amendment.

Hospitality Tax and Accommodations Tax:

- Hospitality Tax eligible program spending is at 4.3% of budget. The only thing unusual to point out would be the Holiday Decorations (#65012) from back in August which is our contribution to the Holiday Festival of Lights.

- Hospitality Tax eligible capital spending totals $268,721, or 7.3% of budget. September includes $237,011 for Arts & Community Center Construction (#65520), not over budget yet, but that line item is beginning to see some costs. As previously reported, Hillman Lots Improvements (#42010) is ahead of budget due to our demolition costs.

- Lastly, ATAX revenue from the State (#42010) came in this past quarter and is running a little over what was expected.

Mike Hemmer - Finance Director

Town of James Island

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	Nov 5/12 or 41.66%	Dec 6/12 or 50%	Jan 7/12 or 58.33%	Feb 8/12 or 66.66%	Mar 9/12 or 75%	Apr 10/12 or 83.33%	May 11/12 or 91.66%	June 12/12 or 100%	CURRENT TOTAL	BUDGETED	Percent to Budget
40000	**GENERAL FUND REVENUE**															
40010	**Brokers & Insurance Tax Program**															
40011	Brokers Tax Program (BTP)	$0	$185,278	$0										$185,278	$175,000	105.9%
40012	Insurance Tax Program (ITP)	$0	$11,662	$0										$11,662	$825,000	1.4%
40015	**Building Permit Fees**	$42,924	$39,042	$90,006										$171,973	$18,000	955.4%
40020	**Business Licenses**	$22,169	$21,582	$47,162										$90,913	$480,000	18.9%
40025	**Donations/Contributions**			$100										$100	$12,000	
40026	James Island Arts Council	$0	$0	$0										$0	$0	0.0%
40027	Art and Community Center	$0	$450	$1,767										$2,217	$8,000	27.7%
40030	Children's Commission	$0	$0	$0										$0	$0	0.0%
40034	Helping Hands	$0	$0	$0										$0	$0	0.0%
40036	History Commission	$0	$0	$0										$0	$0	0.0%
40038	Pinckney Park	$0	$0	$0										$0	$0	0.0%
40040	Town Hall	$0	$0	$0										$0	$0	0.0%
40050	**Facility Rental Fees**	$2,050	$550	$2,500										$5,100	$13,000	39.2%
40060	**Filing Fees**	$0	$0	$0										$0	$0	0.0%
40070	**Franchise Fees**	$484	$26,633	$0										$27,117	$325,000	8.3%
40080	**Interest Income**	$23,870	$25,081	$24,768										$73,719	$250,000	29.5%
40090	**LOP - Alcohol Liceneses**	$6,000	$0	$0										$6,000	$6,000	100.0%
40100	**Local Assessment Fees**	$0	$2,508	$0										$2,508	$9,000	27.9%
40110	**Local Option Sales Tax**															
40112	LOST - Property Tax Credit Fund	$130,184	$270,780	$0										$400,964	$1,420,000	28.2%
40114	LOST - Municipal Fund	$57,881	$120,470	$0										$178,352	$660,000	27.0%
40120	**Miscellaneous Income**	$192	$60	$30										$282	$2,000	14.1%
40200	**Planning & Zoning Fees**															
40202	Accessory Structure	$0	$0	$0										$0	$60	0.0%
40204	BNB Permit	$0	$25	$25										$50	$240	20.8%
40206	Board of Zoning Appeals	$250	$0	$0										$250	$1,800	13.9%
40208	Clearing & Grubbing	$0	$0	$0										$0	$30	0.0%
40209	Commercial Zoning Permit	$100	$300	$450										$850	$2,400	35.4%
40210	Demolition	$0	$0	$0										$0	$120	0.0%
40212	Exempt Plat	$0	$50	$0										$50	$30	166.7%
40214	Home Occupation	$100	$175	$125										$400	$1,200	33.3%
40216	Residential Zoning Permit	$2,400	$1,050	$3,125										$6,575	$24,000	27.4%
40218	Rezoning Application	$0	$150	$0										$150	$240	62.5%
40220	Sign Permits	$0	$50	$190										$240	$240	100.0%
40222	Site Plan Review	$0	$0	$0										$0	$30	0.0%
40224	Special Events	$0	$25	$0										$25	$30	83.3%
40226	Temporary (Firework/Tree Stand)	$50	$100	$0										$150	$600	25.0%
40228	Tree Permits	$400	$475	$350										$1,225	$3,600	34.0%
40230	Subdivision Application	$340	$0	$0										$340	$380	89.5%
40250	**Stormwater Fee Reimbursment from County SW Fund**	$0	$21,210	$0										$21,210	$246,000	8.6%
40300	**State Aid to Subdivisions (LGF)**	$0	$0	$82,760										$82,760	$330,762	25.0%
40310	**Telecommunications Tax Program (TTP)**	$0	$0	$0										$0	$10,000	0.0%
40315	**Town Market Vendor Payments**	$0	$0	$605										$605	$9,800	6.2%
40320	**Homestead Exemption**	$0	$42,937	$0										$42,937	$46,000	93.3%
40500	**Grants**															
40530	SC Legislative Requests	$0	$0	$0										$0	$635,000	0.0%
41000	**Transfers In**															
41010	State ATAX Allowance (25,000)	$0	$0	$0										$0	$25,000	0.0%
41015	State ATAX Additional %	$0	$0	$0										$0	$2,500	0.0%
41020	Transfer from HTAX for Public Safety of Tour Areas	$0	$0	$0										$0	$150,000	0.0%
41025	Transfer from State ATAX for New JIACC Construc.	$0	$0	$0										$0	$0	0.0%
41030	Transfer from County ATAX for New JIACC Const	$0	$0	$0										$0	$0	0.0%
	REVENUE TOTAL:	$289,395	$770,643	$253,964	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,314,002	$5,693,062	23.1%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	Nov 5/12 or 41.66%	Dec 6/12 or 50%	Jan 7/12 or 58.33%	Feb 8/12 or 66.66%	Mar 9/12 or 75%	Apr 10/12 or 83.33%	May 11/12 or 91.66%	June 12/12 or 100%	CURRENT TOTAL	BUDGETED	Percent to Budget
51000	**ADMINISTRATION**															
51001	Salaries	$58,707	$58,683	$58,524										$175,914	$900,000	19.5%
51005	Benefits - Staff	$24,556	$24,550	$24,506										$73,612	$362,272	20.3%
51010	Advertising	$0	$0	$0										$0	$3,000	0.0%
51012	Audit	$0	$0	$0										$0	$16,000	0.0%
51015	Banking															
51016	Bank Charges	$130	$17	$0										$146	$1,100	13.3%
51017	Bank Charges - Credit Card	$1,001	$0	$0										$1,001	$0	0.0%
51020	Codification	$878	$1,456	$0										$2,334	$2,500	93.4%
51025	Copier	$366	$273	$273										$912	$4,500	20.3%
51030	Dues, Memberships, and Subcriptions	$22	$140	$22										$184	$2,500	7.4%
51035	MASC Membership	$0	$0	$0										$0	$5,400	0.0%
51037	Business License Contract Fees	$0	$1,952	$0										$1,952	$500	390.4%
51038	Building Permit Contract Fees	$29,160	$34,632	$0										$63,792	$0	0.0%
51040	Elections	$0	$0	$0										$0	$0	0.0%
51050	Employees															
51051	Employee Appreciation	$145	$114	$0										$259	$5,000	5.2%
51052	Employee Screening	$0	$0	$0										$0	$150	0.0%
51053	Employee Training and Travel	$0	$275	$275										$550	$5,500	10.0%
51055	Uniforms	$623	$232	$0										$855	$3,000	28.5%
51060	Equipment/Software/Maintenance	$0	$102	$200										$302	$5,000	6.0%
51070	Grant Writing Services	$0	$0	$0										$0	$0	0.0%
51080	Information Services	$19,805	$9,168	$4,545										$33,518	$140,000	23.9%
51090	Insurance	$0	$0	$1,925										$1,925	$105,000	1.8%
51110	Legal Services	$17,373	$32,775	$19,024										$69,172	$300,000	23.1%
51115	Legal Settlement	$0	$0	$0										$0	$0	0.0%
51120	Miscellaneous	$0	$0	$86										$86	$500	17.1%
51130	Mileage Reimbursement	$0	$0	$0										$0	$600	0.0%
51150	Postage	$200	$212	$0										$412	$15,000	2.7%
51160	Professional Services	$0	$3,000	$0										$3,000	$12,000	25.0%
51200	Supplies	$838	$1,106	$657										$2,601	$12,000	21.7%
	DEPARTMENT TOTAL:	$153,804	$168,686	$110,036	$0	$0	$0	$0	$0	$0	$0	$0	$0	$432,526	$1,901,522	22.7%

52000	**ELECTED OFFICIALS**															
52001	Salaries	$6,692	$6,692	$6,692										$20,077	$87,000	23.1%
52005	Benefits - Elected Officials	$6,760	$6,760	$6,760										$20,281	$100,100	20.3%
52030	Council Expenses	$133	$80	$87										$300	$5,000	6.0%
52040	Mayor Expense	$0	$0	$0										$0	$2,000	0.0%
52053	Training	$0	$0	$0										$0	$3,000	0.0%
	DEPARTMENT TOTAL:	$13,586	$13,532	$13,539	$0	$0	$0	$0	$0	$0	$0	$0	$0	$40,657	$197,100	20.6%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
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53000	**PUBLIC WORKS**															
53030	Dues, Memberships, and Subscriptions (PW)	$0	$0	$0										$0	$800	0.0%
53060	Equipment / Software PW (non-cap)	$2,173	$0	$0										$2,173	$4,000	54.3%
53070	Groundskeeping	$1,968	$6,888	$1,962										$10,818	$80,000	13.5%
53130	Mileage Reimbursement (PW)	$0	$0	$0										$0	$0	0.0%
53160	Professional Services PW	$0	$578	$0										$578	$10,000	5.8%
53162	Engineering Services	$0	$1,650	$1,485										$3,135	$20,000	15.7%
53170	Projects PW (non-cap)	$0	$0	$0										$0	$25,000	0.0%
53175	Stormwater Expenses (sent to County for Reimbursement)	$0	$12,535	$660										$13,195	$246,000	5.4%
53176	County Stormwater Fee Payments	$0	$0	$0										$0	$800	0.0%
53180	Public Outreach	$150	$0	$0										$150	$300	50.0%
53190	Signage	$826	$3,773	$74										$4,673	$9,000	51.9%
53200	Supplies PW	$86	$1,431	$0										$1,517	$4,500	33.7%
	DEPARTMENT TOTAL:	$5,203	$26,855	$4,181	$0	$0	$0	$0	$0	$0	$0	$0	$0	$36,239	$400,400	9.1%
54000	**CODE ENFORCEMENT (ZONING/LIVABILITY)**															
54010	Animal Issues	$0	$0	$0										$0	$2,000	0.0%
54015	Crime Watch Materials	$0	$0	$0										$0	$1,000	0.0%
54030	Dues, Memberships, and Subscriptions (CE)	$0	$0	$0										$0	$200	0.0%
54053	Employee Training (CE)	$0	$0	$0										$0	$1,000	0.0%
54060	Equipment / Software (CE)	$0	$0	$0										$0	$500	0.0%
54065	Inoperable Vehicle Towing	$0	$0	$0										$0	$1,500	0.0%
54070	Overgrown Lot Clearing / Debris	$0	$0	$0										$0	$15,000	0.0%
54075	Debris Removal Leins	$0	$0	$0										$0	$5,000	0.0%
54160	Professional Services (CE)	$0	$0	$0										$0	$2,000	0.0%
54190	Signage - Wayfinding	$0	$0	$50										$50	$2,000	2.5%
54200	Supplies (CE)	$0	$0	$0										$0	$500	0.0%
54300	Unsafe Buildings Demolition	$0	$0	$0										$0	$0	0.0%
	DEPARTMENT TOTAL:	$0	$0	$50	$0	$0	$0	$0	$0	$0	$0	$0	$0	$50	$30,700	0.2%
55000	**PLANNING, ZONING, PERMITTING**															
55010	Advertising	$0	$0	$0										$0	$1,000	0.0%
55020	Arborist Reports	$600	$2,100	$2,800										$5,500	$10,000	55.0%
55030	Dues, Memberships, and Subscriptions (PZP)	$0	$0	$0										$0	$1,000	0.0%
55060	Equipment / Software (PZP)	$0	$399	$199										$598	$2,200	27.2%
55150	Postage (PZP)	$0	$0	$0										$0	$400	0.0%
55160	Professional Services (PZP)	$0	$5,280	$4,950										$10,230	$30,000	34.1%
55180	Public Outreach (PZP)	$0	$0	$0										$0	$2,000	0.0%
55200	Supplies (PZP)	$0	$174	$0										$174	$200	87.1%
55400	Planning Commission	$50	$0	$0										$50	$4,000	1.3%
55500	Board of Zoning Appeals	$20	$0	$0										$20	$3,000	0.7%
	DEPARTMENT TOTAL:	$670	$7,953	$7,949	$0	$0	$0	$0	$0	$0	$0	$0	$0	$16,572	$53,800	30.8%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	Nov 5/12 or 41.66%	Dec 6/12 or 50%	Jan 7/12 or 58.33%	Feb 8/12 or 66.66%	Mar 9/12 or 75%	Apr 10/12 or 83.33%	May 11/12 or 91.66%	June 12/12 or 100%	CURRENT TOTAL	BUDGETED	Percent to Budget
56000	**EMERGENCY SERVICES / CERT**															
56053	**Employee Training and Travel**	$0	$0	$0										$0	$1,500	0.0%
56060	**Equipment / Software (ESC)**	$0	$0	$0										$0	$500	0.0%
56062	**Radio Contract**	$0	$924	$0										$924	$4,500	20.5%
56065	**Mobile Devices**	$203	$203	$203										$608	$2,700	22.5%
56070	**Generator Maintenance**	$0	$0	$0										$0	$2,500	0.0%
56180	**Public Outreach (ESC)**	$0	$0	$0										$0	$500	0.0%
56200	**Supplies (ESC)**	$29	$0	$0										$29	$8,500	0.3%
56220	PPE	$135	$0	$0										$135	$3,500	3.8%
56240	Response Supply Kits	$0	$0	$0										$0	$1,200	0.0%
56300	**MISC - Emergency Management**	$0	$0	$0										$0	$500	0.0%
56310	Meals	$0	$0	$0										$0	$500	0.0%
56320	Accommodations	$0	$0	$0										$0	$1,000	0.0%
56330	Fuel/Mileage	$0	$0	$0										$0	$200	0.0%
56350	Other	$0	$0	$0										$0	$0	0.0%
56500	**Emergency Activations**	$0	$0	$0										$0	$30,000	0.0%
56800	**Teen CERT Program**	$0												$0	$0	0.0%
	DEPARTMENT TOTAL:	$367	$1,127	$203	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,696	$57,600	2.9%
57000	**FACILITIES, PARKS & EQUIPMENT**															
57060	**Equipment, Funitures, Fixtures (non-cap)**	$24	$2,150	$0										$2,174	$3,000	72.5%
57070	**Facilty Rental Deposit Returns**	$500	$400	$725										$1,625	$6,000	27.1%
57080	**Facilities Maintenance**	$887	$1,855	$6,382										$9,123	$40,000	22.8%
57100	**Facility Upgrades / Construction (non-cap)**	$0	$0	$229										$229	$4,000	5.7%
57120	**Fire Safety / First Aid / AED**	$1,080	$0	$0										$1,080	$2,000	54.0%
57150	**Janitorial**	$1,650	$3,300	$1,650										$6,600	$21,500	30.7%
57160	**Rent - Storage Unit**	$191	$191	$241										$623	$1,750	35.6%
57170	**Security Monitoring**	$116	$131	$116										$363	$4,000	9.1%
57180	**Street Lights**	$15,937	$17,406	$0										$33,343	$195,000	17.1%
57190	**Utilities**	$3,908	$3,614	$2,311										$9,832	$40,000	24.6%
57200	**Supplies**	$690	$756	$542										$1,988	$7,000	28.4%
57250	**Vehicle and Equipment Fuel**	$581	$598	$436										$1,615	$4,000	40.4%
57260	**Vehicle and Equipment Maintenance**	$821	$2,347	$54										$3,223	$12,000	26.9%
57300	**NON-HTAX Maintenance**															
57310	Dog Stations	$141	$59	$118										$317	$18,000	1.8%
57320	Brantley Park	$0	$0	$0										$0	$500	0.0%
57330	Dock Street Park	$0	$0	$0										$0	$15,000	0.0%
57340	Hillman Lot	$0	$0	$0										$0	$500	0.0%
57350	Mill Point Park	$0	$14,405	$0										$14,405	$25,000	57.6%
57360	Pinckney Park	$0	$8,868	$0										$8,868	$25,000	35.5%
	DEPARTMENT TOTAL:	$26,525	$56,080	$12,804	$0	$0	$0	$0	$0	$0	$0	$0	$0	$95,408	$424,250	22.5%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
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58000	**COMMUNITY SERVICES**															
58010	Business Development Council	$0	$0	$0										$0	$500	0.0%
58020	Children's Council	$0	$0	$0										$0	$5,000	0.0%
58030	Community Service Contributions	$125	$0	$0										$125	$50,000	0.3%
58040	Community Tutoring Programs	$0	$0	$0										$0	$0	0.0%
58060	Drainage Council	$0	$0	$0										$0	$500	0.0%
58070	History Commission	$62	$290	$0										$353	$20,000	1.8%
58075	James Island Arts Council	$0	$0	$0										$0	$6,000	0.0%
58080	James Island Pride	$0	$0	$263										$263	$6,000	4.4%
58085	Helping Hands	$0	$125	$614										$739	$2,000	36.9%
58090	Neighborhood Council	$0	$0	$0										$0	$5,000	0.0%
58095	Parks and Gardens	$0	$0	$0										$0	$10,000	0.0%
58100	Repair Care Program	$241	$6,800	$0										$7,041	$40,000	17.6%
58120	Miscellaneous	$0	$0	$0										$0	$0	0.0%
58200	Special / Community Events	$0	$2,070	$540										$2,610	$15,000	17.4%
58210	Tree Council	$81	$140	$0										$221	$15,000	1.5%
58215	Veterans Affairs Council	$0	$0	$0										$0	$500	0.0%
58220	Youth Sports Program with CHS	$0	$0	$0										$0	$12,200	0.0%
	DEPARTMENT TOTAL:	$509	$9,426	$1,417	$0	$0	$0	$0	$0	$0	$0	$0	$0	$11,351	$187,700	6.0%
59000	**ISLAND SHERIFF'S PATROL**															
59001	ISP Salaries	$35,115	$36,410	$58,798										$130,323	$460,000	28.3%
59005	ISP Benefits	$10,154	$10,529	$17,003										$37,686	$130,000	29.0%
59020	ISP Operating Costs (radio, fuel, maint, WL, vehicle use)	$7,330	$1,050	$40										$8,420	$44,000	19.1%
59100	ISP Dedicated Officer	$0	$38,512	$0										$38,512	$100,000	38.5%
	DEPARTMENT TOTAL:	$52,599	$86,501	$75,841	$0	$0	$0	$0	$0	$0	$0	$0	$0	$214,941	734,000	29.3%
60000	**TREE FUND**															
	PRIOR TREE FUND BALANCE													$206	$206	
44000	ESTIMATED FY REVENUE	$568	$0	$0										$568	$2,000	28.4%
														$774	$2,206	
60010	Tree Maintenance and Care	$0	$0	$0										$0	$10,000	0.0%
60020	Tree Planting	$0	$0	$0										$0	$1,200	0.0%
	DEPARTMENT TOTAL:	$568	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	End Balance	($8,994)	

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

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62000	**CAPITAL PROJECTS (non HTAX)**															
	ROAD / SIDEWALK INFRASTRUCTURE															
62014	**Dill's Bluff Sidewalk III & IV**	$0	$0	$0										$0	$100,000	0.0%
62030	**Nabors I**	$0	$5,930	$0										$5,930	$0	0.0%
62034	**Greenhill - Honeyhill Drainage/Paving**	$0	$0	$0										$0	$58,800	0.0%
62040	**Traffic Calming Projects**	$2,445	$0	$0										$2,445	$30,000	8.1%
62050	**Other Road / Sidewalk Projects**	$0	$0	$0										$0	$5,000	0.0%
	TOTAL Road / Sidewalk Infrastructure	$2,445	$5,930	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,375	$193,800	4.3%
	DRAINAGE / SEWER PROJECTS															
62060	**RIA Sewer Project (connections)**	$0	$0	$0										$0	$700,000	0.0%
62062	Additional Sewer Connections	$0	$0	$0										$0	$400,000	0.0%
62065	**James Island Creek Sewer Expansion Match**	$0	$0	$0										$0	$230,043	0.0%
62200	**Other Drainage / Sewer Projects**	$0	$0	$0										$0	$10,000	0.0%
62220	Bayfront Drainage Project	$0	$0	$0										$0	$30,000	0.0%
	TOTAL Drainage / Sewer Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,370,043	0.0%
	OTHER CAPITAL PROJECTS															
62522	**New Construction JIACC (ATAX match)**	$0	$0	$0										$0	$0	0.0%
62600	**Audio / Visual Upgrades**	$0	$11,678	$0										$11,678	$10,000	116.8%
62610	**Public Works Equipment to Capitalize**	$0	$0	$0										$0	$5,000	0.0%
62620	**Vehicle Purchase**	$0	$0	$0										$0	$5,000	0.0%
62650	**Town Hall**	$0	$0	$0										$0	$10,000	0.0%
62670	Phone System	$0	$0	$0										$0	$30,000	0.0%
62700	**Parks and Other**															
62710	Brantley (non-HTAX eligible)	$0	$0	$0										$0	$0	0.0%
62720	Dock Street (non-HTAX eligible)	$0	$0	$0										$0	$25,000	0.0%
62730	Mill Point (non-HTAX eligible)	$0	$0	$0										$0	$25,000	0.0%
62740	Pinckney (non-HTAX eligible)	$0	$0	$0										$0	$10,000	0.0%
62750	Grace Triangle (non-HTAX eligible)	$0	$0	$0										$0	$5,000	0.0%
62800	**Land Acquisition (non-HTAX eligible)**	$0	$0	$0										$0	$0	0.0%
	TOTAL Other Capital Projects	$0	$11,678	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$11,678	$125,000	9.3%
	TOTAL ALL CAPITAL PROJECTS	$2,445	$17,608	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$20,052	$1,688,843	1.2%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

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	HOSPITALITY TAX (HTAX)															
	HTAX BALANCE FROM PRIOR YEAR													$3,385,333	$3,385,333	
43000	HTAX Revenue	$71,139	$118,782	$75,342										$265,263	$800,000	33.2%
65000	**HTAX OPERATING FUND (non-cap)**															
65002	Brantly Park Operating	$0												$0	$0	0.0%
65003	Camp and Folly Roads Landscaping Maintenance	$0	$0	$0										$0	$1,000	0.0%
65005	Community Events	$365	$840	$294										$1,498	$27,000	5.5%
65007	Guide to Historic JI	$0	$0	$0										$0	$1,000	0.0%
65012	Holiday Decorations	$0	$2,000	$0										$2,000	$3,000	66.7%
65015	Promotional Grants	$0	$0	$0										$0	$1,000	0.0%
65016	Rethink Folly Road-Staff time	$0	$0	$0										$0	$500	0.0%
65020	Town Market	$546	$1,876	$3,000										$5,422	$25,000	21.7%
65030	JIACC Operations	$0												$0	$0	0.0%
65300	Public Safety of Tourism Areas (25% of ISP transfer to GF)	$0	$0	$0										$0	$150,000	0.0%
	TOTAL OPERATING:	$911	$4,716	$3,294	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,921	$208,500	4.3%
65500	**HTAX ELIGIBLE CAPITAL PROJECTS**															
65510	Folly Road Beautification	$0	$0	$0										$0	$10,000	0.0%
65515	Rethink Folly Phase I	$0	$0	$0										$0	$250,000	0.0%
65516	Rethink Folly Phases II & III	$0												$0	$0	0.0%
65520	James Island Arts & Community Center Construction	$0	$680	$237,011										$237,691	$2,350,000	10.1%
65529	Brantley Park Improvements	$0												$0	$0	0.0%
65530	Dock Street Improvements	$0	$0	$318										$318	$125,000	0.3%
65540	Hillman Lots Improvements	$225	$28,700	$0										$28,925	$85,000	34.0%
65550	Mill Point Improvements	$0	$0	$1,788										$1,788	$125,000	1.4%
65560	Pinckney Park Improvements	$0	$0	$0										$0	$0	0.0%
65570	Grace Traingle Park Improvements	$0	$0	$0										$0	$50,000	0.0%
65700	Land Acquisition for HTAX uses															
65705	Mill Point Park Acquisition	$0	$0	$0										$0	$661,176	0.0%
65710	Grace Triangle Park Acquisition	$0	$0	$0										$0	$0	0.0%
65715	Other HTAX Land Acquisition	$0	$0	$0										$0	$0	0.0%
65850	Other Park Projects (HTAX share)	$0	$0	$0										$0	$0	0.0%
65860	Other Tourism Related Projects	$0	$0	$0										$0	$5,000	0.0%
	TOTAL ELIGIBLE CAPITAL PROJECTS:	$225	$29,380	$239,116	$0	$0	$0	$0	$0	$0	$0	$0	$0	$268,721	$3,661,176	7.3%
	HTAX ENDING ESTIMATE															
	Balance from above													$3,385,333	$3,385,333	
	Revenue	$71,139	$118,782	$75,342										$265,263	$800,000	
	TOTAL AVAILABLE THIS FY:													$3,650,596	$4,185,333	
	Operating Budget	$911	$4,716	$3,294										$8,921	$208,500	
	Projects Budget	$225	$29,380	$239,116										$268,721	$3,661,176	
	TOTAL BUDGETED COSTS THIS FY:													$277,642	$3,869,676	
	ESTIMATED ENDING FY BALANCE:													$3,372,954	$315,657	

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

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	ACCOMMODATIONS TAX (ATAX)															
	ATAX Balance from prior year													$40,912	$40,912	
42010	ATAX Revenue - State	$0	$29,056	$0										$29,056	$67,500	43.0%
42020	ATAX Revnue - County	$0	$191	$0										$191	$7,500	2.5%
	TOTAL REVENUE THIS FY:													$29,246	$75,000	
	ESTIMATED FUNDS AVAILABLE THIS FY:													$70,158	$115,912	60.5%
68000	**ACCOMMODATIONS TAX**															
68010	Tourism Related Expenditures (65%)	$0	$0	$0										$0	$57,468	0.0%
68050	Advertising and Promotion (30%)	$150	$150	$150										$450	$26,524	1.7%
	Transfer to GF	$0										$27500		$0	$27,500	0.0%
	TOTAL OPERATING:	$150	$150	$150	$0	$0	$0	$0	$0	$0	$0	$0	$0	$450	$111,492	0.4%

Ending Balance: $4,420

Public Works Report

Maintenance Work – Town continues to work on re-establishing ditches and clearing culverts and cross pipes. Vegetation was cutback and removed in several drainage easements. Site visits conducted by Mayor Lyon, Laura Cabiness, and Melissa Flick.

Dills Bluff Sidewalk – Work continues to complete the section from Seaside Ln to Condon Dr/ Winborn Dr.

Street Signage – Staff continue to replace or install requested signage.

Charleston Regional Hazard Mitigation Plan Updates – A summary of yearly updates approved by the plan's thirty-one committee members is provided in the council packet. This plan is required by FEMA in order to receive disaster funding and reimbursement, as well as federal mitigation grants. For additional Community Rating System (CRS) credits, these yearly updates are required to be distributed to Town Council.

Summary of Changes Made to the Charleston Regional Hazard Mitigation Plan for 2025-2026 Update:

Table of Contents

- Updated year 2025 to 2026
- Updated page numbers

Section 1: Introduction

- Community Profile (1.2): Generally updated tables and statistics
- Updated weather averages

Section 2: Goals

- No updates

Section 3: Planning Process

- Planning Process Summary (3.6): Added the most recent public meetings about the Plan.

Section 4: Hazard Assessment

- Updated the table of all hazard events occurring in 2025.
- Updated Flood Prone Areas of Charleston County, where applicable.

Section 5: Problem Assessment

- Updated jurisdictions for each hazard listed.
    - This may include flood prone areas, historical occurrences, probability, location, problem statements, repetitive loss areas, vulnerabilities (including buildings, infrastructure, and (critical facilities), higher regulatory standards, population trends, economic impact and SFHA information.

Section 6: Possible Activities

- No updates

Section 7: Adopting Resolution and Jurisdiction-Specific Action Plans

- Updated Action Plans for 2025-2026

A complete copy of the 2026 Annual update of the Plan is available to Council Members and the general public on the Building Services Department webpage (https://www.charlestoncounty.org/departments/building-inspection-services/hazard-mitigation-plan.php), and a printed copy of the Plan is available in Building Services, Room A-311 of the Lonnie Hamilton Public Services Building.

Email: FloodServices@charlestoncounty.org for any questions or concerns or to be added to the Interested Parties Email list.

TOWN OF JAMES ISLAND
CODE ENFORCEMENT REPORT

REPORTING MONTH: OCTOBER 2026
CODE ENFORCEMENT OFFICER: E. PARKER RICHARDSON
DATE PRESENTED TO COUNCIL: THURSDAY, OCTOBER 15, 2026

➢ OVERVIEW:
During this reporting period, the Code Enforcement Department received eleven (11) Code Requests involving overgrown vegetation, solid waste and debris, inoperable vehicles, potential unpermitted construction, tree-related concerns, noncompliant signage, noise complaints, and other nuisance conditions. Each matter was investigated through site inspections, documentation, communication with responsible parties, and compliance monitoring, with voluntary correction pursued when appropriate prior to formal enforcement.
The Department also continued managing four (4) active Code Enforcement Cases, two (2) of which are pending before the Magistrate Court. These matters involve alleged violations related to solid waste and debris, inoperable vehicles, and property-maintenance requirements. Formal enforcement was initiated after documented conditions remained unresolved following administrative compliance efforts.

➢ CODE REQUESTS & CASE ACTIVITY: During this reporting period, the Department received eleven (11) Code Requests originating from citizen complaints, internal observations, and departmental referrals. Additionally, four (4) existing Code Enforcement Cases remained active and required continued case management, compliance monitoring, documentation, and coordination with the Magistrate Court.

I. **STATUS OF CODE REQUESTS:** During this reporting period, the Department received eleven (11) Code Requests involving inoperable vehicles, potential unpermitted construction, tree-related concerns, snipe signs, noise, animal-related complaints, and other nuisance conditions. Eight (8) requests were resolved through investigation and compliance efforts, zero (0) remain active/open, and three (3) remain under investigation.

II. **STATUS OF CODE CASES: (I)** One longstanding case is scheduled for pretrial on **December 14, 2026. (II)** A second case remains under monitoring for voluntary compliance. If noncompliance continues, the matter may proceed before the Johns Island Magistrate Court, with the tenant's citation null processed, as appropriate, and enforcement redirected to the property owner. **(III)** A third case, heard **August 20, 2026**, involves recurring illegal dumping and solid waste accumulation. Following the Court's thirty (30)-day directive for corrective action, installed bollards have deterred further dumping. Additional preventative measures are planned, and monitoring continues. **(IV)** A fourth case, heard **September 24, 2026**, involves three (3) citations for alleged solid waste, zoning, inoperable vehicle, and property-maintenance violations, with an enforcement history dating to **2017**. The defendant has nine (9) unpaid citations totaling **$9,783.00** and has requested a jury trial. The Court is awaiting the Town's letter of representation before proceeding with pretrial.

➢ DEPARTMENT SUMMARY:
The Department continues to prioritize timely resolution of reported concerns while maintaining oversight of longstanding and recurring enforcement matters. Cases requiring judicial intervention are supported by documented inspection findings, compliance history, and subsequent corrective action.
Enforcement remains focused on achieving sustained compliance with Town ordinances through voluntary correction when feasible and formal action when necessary. All matters are administered consistently, objectively, and in accordance with established enforcement procedures.

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

October 12, 2026

MEMORANDUM

Re: 3082.1901 Task Nabors Drive Sidewalk Survey Update

Dear Mayor Lyon:

The town of James Island authorized Johnson, Laschober & Associates (JLA) to work on the preliminary design of sidewalks on Nabors Drive in August of 2021. The work included survey of the road right-of-way, preliminary layout, drainage work and development of an opinion of probable cost. At the time some of the utilities did not respond to the 811 utilities locate ticket and the location of gas and water lines were not picked up. The project was shelved until March of 2026 after the Charleston County Transportation Committee approved $230,000 to help fund the project.

To minimize potential utility conflicts and prevent delays during construction, JLA recommends that the survey be updated to confirm and identify all the utilities located within the project boundaries. ESP, a private utility locating company, will utilize electromagnetic (EM) pipe and cable locators and ground penetrating radar (GPR) to determine the approximate horizontal position of detectable utilities within the project limits. The Statement of Work is attached and the proposed fee for the work is:

Cornerstone	Update Survey	$8,000.00
ESP	SUE Quality Level B	$11,000.00
	TOTAL	**$19,000.00**

Respectfully,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Laura S. Cabiness

Laura S. Cabiness, P.E.
Project Manager

cc: file
enclosure

STATEMENT OF WORK
October 5, 2026

Town of James Island, SC (**Client**) is proposing to utilize the services of Cornerstone Surveying & Engineering, Inc. (**Surveyor**) to provide surveying and mapping services to update the route survey previously provided to the client in 2021 (scope attached). The **Client** is requesting surveying services for the proposed improvements to "Nabors Drive Sidewalk Project", see the attached 2021 scope for survey limits.

1 The **Surveyor** shall secure the services of a private utility locate company to designate existing underground utilities. A private locate shall be performed and the standard of care of the utility survey shall meet SUE Quality Level B. Refer to ASCE C-I 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" for guidance on the various levels of SUE. Please note that level B includes all typical tasks included under level D and C, including records research, contacting the various utility providers, contacting SC811, and surveying visible features. The **Surveyor** will locate obvious and apparent utilities and any existing paint marking the utilities.

2 The route survey will update any changes or additions to the utilities of the 2021 route map.

3 Optional Chose One:

- ~~All tree and brush lines (all trees 8" diameter or greater identified by size [DBH] and species) as well as the actual dripline (canopy spread) of all trees 24" or greater shall be identified.~~
- No Trees will be located or identified as a part of this scope.

4 No Wetlands and/or OCRM surveys are included in this scope.

5 Schedule: We estimate it will take 90 days from a signed contract to provide CAD file.

5 Deliverables:

- One (1) digital copy of Topographic breakline data and Digital Terrain Model (3D) in AutoCAD Civil 3D format with Planimetric information.
- One (1) digital copy of an XML file of the AutoCAD DTM project file
- One (1) digital copy of an ASCII file of all the survey points used and associated with the project and surface modeling.
- One (1) digital copy of signed and sealed Survey Control Data sheet(s).

FEE:

Update Survey	LUMP SUM $ 8,000.00
SUE Survey	LUMP SUM $ 11,000.00
~~Tree Survey (if needed)~~	~~LUMP SUM $ 3,200.00~~

July 2, 2026

Mr. David Branton, P.L.S., P.E.
Cornerstone Surveying & Engineering, Inc.
1240 Bacons Bridge Rd.
Summerville, South Carolina 29485

Re: SCOPE OF WORK FOR SUBSURFACE UTILITY INVESTIGATION SERVICES
Nabors Dr. Multi Use Path Project
Goose Creek, South Carolina
ESP Proposal No. 26-02185

Dear Mr. Branton:

ESP Associates, Inc. (ESP) appreciates the opportunity to provide this scope of work for Subsurface Utility Investigation services for the above referenced project. The basis of this proposal is email correspondence with Mr. David Branton, P.L.S., P.E. along with an AutoCAD drawing showing the project extents. The limits as we understand them can also be seen outlined in blue in the Google Earth KMZ generated by ESP provided below.

PROJECT INFORMATION

We understand that Cornerstone Surveying and Engineering (Cornerstone) will be supporting JLA for a new multi-use path along Nabors Dr. in James Island, South Carolina. The project area includes approximately 2,500 feet along portions of Harbor Place Dr., and Nabors Dr. between Harbor View Rd. and Regatta Rd. as shown below. The subsurface utility investigation will include the full right of way along each roadway within the project limits. The approximate site limits can be seen outlined in blue in the attached figure and shown in the provided by Cornerstone.

SCOPE OF SERVICES

Subsurface Utility Investigation Services

Our services under this agreement will include the following:

Subsurface Utility Record Research: ESP will contact SC811 to determine which member utilities have facilities in the project area. ESP will then request records from all member utility owners with underground facilities within the site limits. If records are not available, we will request a site meeting to identify the owners' facilities. Please note

that utility records may take a significant amount of time to receive, up to 2-4 weeks and may not be received prior to field investigations depending upon project schedule.

Utility Feature Survey: The utility feature survey has been conducted by Cornerstone as part of the overall existing conditions survey. ESP will review the utility features surveyed and notify Cornerstone of any missed features found during our investigation should the existing conditions survey be provided prior to the utility investigation.

Subsurface Utility Investigation: ESP Associates will deploy electromagnetic (EM) pipe and cable locators and ground penetrating radar (GPR) to determine the approximate horizontal position of detectable utilities within the project limits in James Island, South Carolina. The horizontal positions of detectable non-gravity utility systems will be marked on the ground using paint and/or pin flags. A not-to-scale field sketch will be provided to Cornerstone to aid in survey of the designated utilities.

FINAL DELIVERABLE

Following the subsurface utility investigation, Cornerstone will locate and map the utility markings and incorporate them into the project drawing. ESP will review the utility data mapped by Cornerstone against owner provided records and field sketches. ESP will provide comments regarding any discrepancies, or additions of undetectable utilities that were not able to be detected during the field investigation.

SCHEDULE

Following your approval, ESP will initiate the tasks described above. The fieldwork and data review will require up to 5 days for the subsurface utility investigation. It is assumed that a typical workday will be no more than 10 hours and no restrictions on working hours are anticipated. If this schedule or scope of work is not satisfactory, we will make every effort to modify it to meet your needs. ESP assumes you will be the recipient of our deliverables and we will not distribute them to any other party without prior approval from you.

FEE SCHEDULE

Our fees for the above services are shown below:

- *Subsurface Utility Records Research: $600.00*
- *Subsurface Utility Investigation: $10,400.00 (lump sum)*

Total Estimated Fees: $11,000.00 Estimated

ASSUMPTIONS

Our assumptions associated with the scope and fee are provided below:

- If underground utilities are damaged within area of investigation, whether marked by ESP or not, it is Cornerstone's obligation to notify ESP within 48 hours of any damage to allow ESP to investigate the damage. Failure to notify ESP within 48 hours absolves ESP from any potential liability for claims.

- We assume that all field activities can be performed during normal business hours. If night or weekend work is required, surcharges may apply.

- All arrangements regarding site access, clearing of surface obstructions from the areas of investigation and notification of property owners will be made by Cornerstone before and during the field work.

- Cornerstone accepts that a significant amount of marking paint may be applied to the ground surface during the field work and should notify ESP prior to the investigation if marking paint should not be applied to any areas.

- Although geophysical methods provide a high level of assurance in determining the location of subsurface objects, the possibility exists that not all features will be detected due to depth, size, soil conditions, and other reasons beyond ESP's control. For example, utilities present at depths below an instrument's detection limit cannot be located. Therefore, it is understood that no non-invasive instrument is guaranteed to detect 100% of subsurface utilities or other features. In instances where precise horizontal and vertical is critical, minimally invasive methods such as vacuum excavation should be utilized to visually inspect and survey the feature. Therefore, due caution should be used when performing any subsurface excavation and ESP is not liable for any damages that occur unless it is demonstrated that the damages occurred as a result of our negligence.

COMPENSATION

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. ESP will invoice for out-of-scope expenses incurred as part of this work at cost plus 15% including, but not limited to, the following: submittal fees required for approval of the project, printing costs, overnight shipping, pickup/delivery expenses, travel time, travel expenses, mileage, and any other expenses associated with our work. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

AUTHORIZATION

Please indicate your acceptance of our proposal by signing and returning two originals of this proposal to our office. By acceptance of this proposal, clients are guaranteeing ESP that owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

CLOSING

ESP appreciates the opportunity to provide this scope of work for subsurface utility engineering services for the above referenced project. If you should have questions concerning this proposal or if additional information is required, please contact me at (843) 697-1571 or wdovell@espassociates.com.

Sincerely,
ESP Associates, Inc.

Fred A. Horne
Project Manger

William S. Dovell
SUE Division Manager

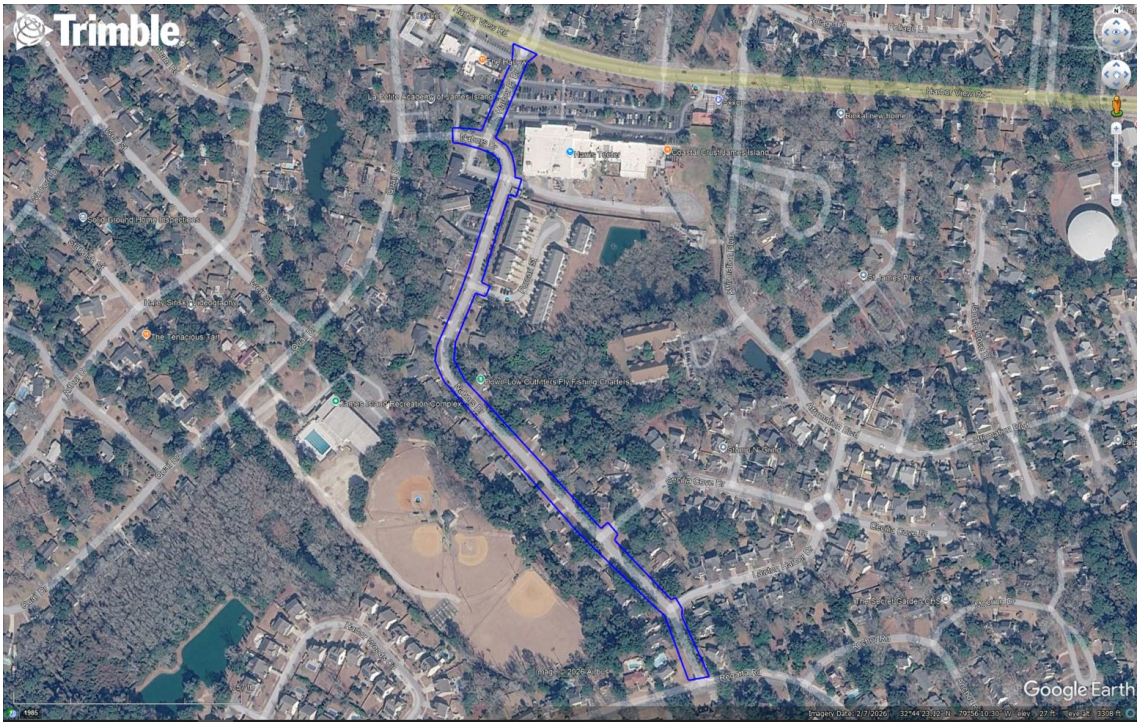
Attachments: Site Figure, Terms & Conditions

ACCEPTED AS A CONTRACT BY AND BETWEEN

_____ _____
Mr. David Branton, P.L.S., P.E. Date
Cornerstone Surveying & Engineering, Inc.

_____ _____
Mr. Danis Simmons, P.E. Date
Chief Operations Officer
ESP Associates, Inc.

Site Figure



Statement of Terms and Conditions

PREAMBLE: THIS CONTRACT CONTAINS LIMITATIONS OF WARRANTY AND LIABILITY, AMONG OTHER THINGS. YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND TO SEEK COUNSEL REGARDING ANY QUESTIONS YOU MAY HAVE RELATED TO THE LANGUAGE CONTAINED HEREIN.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing services and related labor, materials, and equipment. (herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services and agrees that such services and any additional services authorized by client, shall be governed by this Agreement.

CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the attached proposal each of which is incorporated into the other.

PAYMENT: Client will pay Consultant for services and expenses in accordance with the Contract Documents. The current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred by Consultant in collecting past due amounts shall be paid by the Client.

Consultant shall be paid in full for all services rendered under this agreement, including any additional services authorized by Client in excess of those stated in this Agreement.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

WARRANTY AND STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this warranty and standard of care obligation and Consultant is promptly notified in writing prior to ninety (90) days after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

This **Warranty And Standard Of Care** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

LIMITATION OF LIABILITY - Consultant and Client mutually agree that the services provided pursuant to this Agreement involve risks or liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of Consultant, its agents, employees and subcontractors whether in contract, tort including negligence (whether sole or concurrent) and strict liability, or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement **shall not exceed the total fees paid by Client or fifty thousand dollars, whichever is greater and such shall constitute liquidated damages**. At additional cost, Client may obtain a higher limit of liability prior to commencement of services. The additional cost is compensation to Consultant for increasing the Consultant's limit of liability. The additional cost is not an insurance cost. Consultant's consideration to Client for this limit of liability is specifically reflected in Consultant's fees for services under this Agreement as such fees are less than Consultant would be paid for services under an Agreement without a limitation of liability. **Client is cautioned that this is a limited liability Agreement limiting the liability of Consultant; therefore, Client is advised to carefully review Client's risk of liability related to this contract and address such risks through Client's insurance or other means.**

DISCLAIMER OF CONSEQUENTIAL DAMAGES - **In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including lost profits and loss of use**.

REPORTS - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the services provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents, and employees, all instruments of service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request that Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for Client but at Client's request such report is addressed to the stranger) to the instruments of service. Consultant reserves the right in its sole discretion to grant or deny Client's request and to charge additional fees for granting such a request. Such strangers and addressees receiving instruments of service shall as strangers to this Agreement have no recourse or basis for claim against Consultant and in consideration for receiving such, agree to look solely to Client as provider of the instruments of service. Client shall indemnify and hold harmless Consultant, its agents, employees and subcontractors from any stranger's use or costs, liabilities, claims and attorney's fees arising from any stranger's

use or reliance on instruments of services when such use or reliance is with Client's knowledge.

SAFETY - With respect to the performance of the Services, Consultant shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client, or third parties be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

CONFIDENTIALITY – Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative and to persons designated by the authorized representative to receive such information.

SAMPLES - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

INVENTIONS - Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Consultant or its employees during the term of this Agreement are and shall remain the sole and exclusive property of Consultant.

REPRESENTATIONS OF CLIENT - Client warrants and covenants that sufficient funds are available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-to-entry onto the project site and permission to perform the services included in this Agreement.

PROJECT SITE - Reasonable precautions will be taken to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold Consultant harmless from any claims and costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death and property liability including costs and attorney's fees resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of Consultant's services when the existence of such are not called to Consultant's attention in writing or the location not correctly identified in information furnished Consultant.

TERMINATION FOR CONVENIENCE - Upon written notice, Client or Consultant may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included herein.

UNFORESEEN OCCURRENCES - If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may; (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

DELAYS - Should completion of any portion of the Services be delayed for causes beyond the reasonable control of or without the fault or negligence of Consultant, the time for performance shall be extended for a period equal to the delay.

INSURANCE - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance. (2) Comprehensive Automobile Liability Insurance with limits of $1,000,000.00 Certificates can be issued upon request identifying details and limits of coverage.

INDEMNITY - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, to the extent caused by Client's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

NON-SOLICITATION - Client does hereby agree not to seek to influence any employee of Consultant to leave Consultant's employ and or become directly or indirectly an employee or representative for Client. Client further agrees that breach of this condition will cause Consultant substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Consultant shall have the right to seek specific performance and injunctive relief.

Statement of Terms and Conditions

CAPTIONS AND HEADINGS - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provisions of or scope or intent of this Agreement.

NO AMENDMENT/ WAIVER – This Contract may only be amended by the written agreement of the Consultant and the Client. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

LAW TO APPLY - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina., without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Should any provision of this Agreement be deemed unenforceable by any court of competent jurisdiction, those provisions deemed unenforceable shall be severed from the body of this Agreement, so that the primary intent of this Agreement shall remain intact.

INTERPRETATION -- Since both the Consultant and Client have reviewed this Contract, the normal rule of construction that any ambiguities in this Contract are to be resolved against the drafting party shall not apply.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same. TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

FORCE MAJEURE – In the event that either party is unable to carry out its obligations under this Agreement, wholly or in part, due to circumstance beyond its control, including without limitation, fire; explosions; floods; acts of God; war or other hostilities; civil commotion; governmental acts, orders or regulations; then upon giving prompt notice of force majeure to the other party, the party so affected shall be released without any liabilities on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of said obligations is prevented by circumstance of force majeure.

COMPLIANCE WITH LAW AND EEOC COMPLIANCE - During performance hereunder, and every activity connected herewith, the client/vendor shall comply fully with all applicable laws, ordinances, rules and regulations, and if requested and/or required, shall furnish evidence satisfactory to ESP of such compliance. In addition, client/vendor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR 60-1.4, 60-250 and 60-741.4, which are hereby incorporated by reference.

If applicable to this purchase order, subcontract, or bill of lading, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR § 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR 6--300) are hereby incorporated herein by reference. Further, if applicable, seller agrees to file Standard Form 100 (EEO-1) and the VETS-100A report. The contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ATTORNEYS FEES – Should Consultant deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Agreement, Consultant shall be entitled to recover reasonable attorneys' fees and costs.

MATERIAL FACT WITNESS – Should parties involved with Client's project become engaged in a claim in which ESP is not named, and ESP is required/requested to provide testimony, by deposition, or client request, regarding the contents of our work, ESP shall be compensated for ESP's time and materials (copies, shipping fee, etc.) as an additional service to our contract with Client. Our fees and expenses will be invoiced at our prevailing hourly and unit rates. Any request for Expert Witness services will be contracted under a separate agreement.

STATEMENT OF WORK
August 30, 2021

General

Johnson, Laschober & Associates, P.C. (Client) is proposing to utilize the services of Cornerstone Surveying & Engineering, Inc. (Surveyor) to provide route surveying and mapping services. The Client is requesting surveying services be performed that would provide accurate information as to the horizontal and vertical locations of existing structures, land features, property identification, utilities, etc. to allow the proper design of the proposed Sidewalk as detailed on the attached maps.

Specific Tasks

1. All surveying shall be in accordance with current South Carolina state surveying standards and be conducted using conventional, GPS, or other accepted land surveying methods. Local benchmark(s) as established by the National Geodetic Survey shall be used to establish horizontal and vertical control within the project limits. Horizontal and Vertical datum shall be NAD 83 and NAVD 88.

2. The survey will be taken along the both sides of the road. The Surveyor shall collect existing conditions to ten (10) feet past the right of way on both side of the road.

3. Locate both horizontally and vertically (where appropriate), all exposed structures, land features, property corners (as required), utilities, etc. such as, but not limited to, the location of paved roads and driveways (w/type identified); storm water culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); storm water ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); all trees and brush; and any other miscellaneous aboveground structure or feature. If wetlands have been flagged by the Client prior to Surveyor arriving on site, the flags shall be located and included on route mapping. No COE wetlands or OCRM critical line platting is included in this scope of work.

4. Surveyor will locate obvious and apparent utilities and any existing paint marking utilities, the Surveyor is responsible to call 811 to have utilities marked prior to survey.

5. State, County, and Town ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Surveyor. This information shall be included in the electronic file.

6. Topographic Survey shall be a one (1') contour with spot elevations every 100'. Surveyor shall provide both electronic contours and DTM, plus a signed and sealed Drawing.

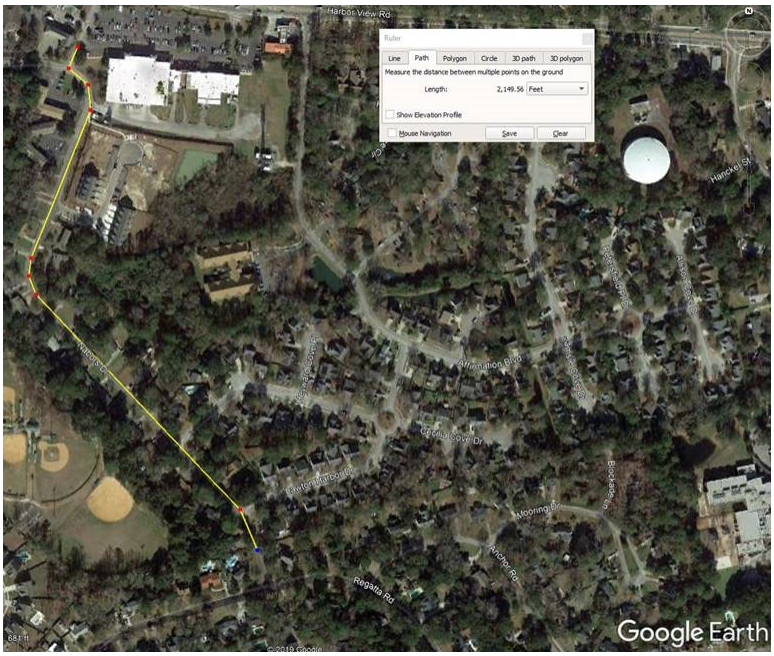
7. From the survey data, the Surveyor shall prepare final AutoCAD Civil 3D electronic file(s) of the entire survey that accurately locates all horizontal (planimetric) features and meets AEC 3.0 layer and line type standards. All feature labels and all surveyed points with point number, description and elevation shall be included on the appropriate layers. An ASCII file of all the

survey points used and associated with the project and surface modeling should be provided by the surveyor along with an XML file of the AutoCAD DTM project file.

8. The Client shall be responsible to contact property owners to secure entry permission and to inform he property owners of the nature of the work.

<u>Schedule:</u> The Surveyor shall commence work with 30 days' notice and will provide review copies of the project 60 days after work commencement.

Route Survey LUMP SUM FEE $9,500.00



Cornerstone Surveying & Engineering, Inc.

R. David Branton, PLS & PE
President

Requests for Consideration by Town Council

Group Name: Palmetto Fiber Arts Guild

Contact: Nancy

Dates Requested: 2027

January 16
February 20
March 20
April 17
May 15
June 19
August 21
September 18
October 16
November 20

*No meeting July or December
2pm – 4:30 p.m.

Approved by Town Council: _____

Date: _____

Requests for Consideration by Town Council

Group Name: Coastal Camellia Society

Contact: David Whitaker

Dates Requested: 2027

January 17
February 14
March 21
April 18
August 15
September 19
October 17
November 21

Council Chambers

*All Sundays
1-5 p.m.

Approved by Town Council: _____

Date: _____

Proclamation In Remembrance of

Master Sergeant Scipio C. Williams, Jr.

WHEREAS, Scipio C. Williams, Jr. was born on May 23, 1948, on James Island; and

WHEREAS, he graduated from Gresham Meggett High School in 1966 and enlisted in the United States Marine Corps that same year; and

WHEREAS, from 1966 until his untimely death on October 23, 1983, he served his country faithfully, honorably, and bravely; and

WHEREAS, he gave his life in service to his country, protecting his fellow Americans and defending the freedoms we hold so dear; and

NOW, THEREFORE, I, Brook Lyon, Mayor of the Town of James Island, do solemnly and proudly proclaim October 23, 2026, as

MASTER SERGEANT SCIPIO C. WILLIAMS, JR. DAY

in the Town of James Island, and I call upon all residents to remember his courage, honor his sacrifice, extend heartfelt gratitude to his family and friends, and recommit ourselves to preserving the ideals for which he gave his life.

_____

Brook Lyon, Mayor
Town of James Island

ATTEST

_____

Frances Simmons, Town Clerk

Proclamation

Recognizing November 12 as Creutzfeldt-Jakob Disease Awareness Day in the Town of James Island

WHEREAS, Creutzfeldt-Jakob Disease, commonly known as CJD, is a rare, rapidly progressive, and fatal neurodegenerative disease that affects approximately one person per million each year; and

WHEREAS, despite its devastating impact on individuals and families, CJD remains relatively unknown to the general public, and there is currently no cure or effective treatment; and

WHEREAS, increased awareness of CJD can encourage greater understanding, support earlier recognition, promote education among healthcare professionals and the community, and strengthen support for research toward improved diagnosis, treatment, and ultimately a cure; and

WHEREAS, families and caregivers affected by CJD endure profound loss and hardship, and their experiences deserve compassion, recognition, and support from the broader community; and

WHEREAS, Linda "Dee" Wiles lost her life to sporadic Creutzfeldt-Jakob Disease on March 1, 2022, and her memory continues to inspire efforts to raise awareness, support research, and help other families facing this devastating disease; and

WHEREAS, James Island is a community that comes together to support one another, especially when families are facing difficult circumstances, and recognizing CJD Awareness Day provides an opportunity to bring visibility to a disease that is often misunderstood and rarely discussed; and

NOW, THEREFORE, I, Brook Lyon, Mayor of the Town of James Island and the members of Town Council, do hereby proclaim November 12 as

CREUTZFELDT-JAKOB DISEASE AWARENESS DAY

in the Town of James Island and encourage all residents to learn more about Creutzfeldt-Jakob Disease, to support affected families and caregivers, and to join in promoting awareness, education, compassion, and continued research.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of James Island to be affixed this 15 day of October 2026.

_____
Brook Lyon, Mayor

ATTEST

_____
Frances Simmons
Town Clerk

Proclamation

WHEREAS, The CHARLES TOWNE CHAPTER, of the National Society Colonial Dames XVII Century of Charleston, South Carolina, is locally sponsoring **National Colonial Heritage Month** during the month of October 2026; and

WHEREAS, **National Colonial Heritage Month** brings to mind the first courageous settlers who arrived in America and who determined the direction for the formation of our country; and

Whereas, the members of this Society, by virtue of their lineal descent from those early arrivals, feel an obligation to work for the preservation of the priceless legacy that there early arrivals left to all American citizens; and

Whereas, they continue to convey the true meaning of the inheritance by reminding us that our privilege to live in a free country has stemmed from "loving our country, obeying its laws, respecting its flag and defending it against all enemies."

NOW THEREFORE, I, **Brook Lyon**, AND THE MEMBERS OF TOWN COUNCIL BY VIRTUE OF THE AUTHORITY VESTED IN ME AS MAYOR OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA, DO HEREBY PROCLAIM THE MONTH OF OCTOBER 2026, AS

NATIONAL COLONIAL HERITAGE MONTH

In the Town of James Island, South Carolina, and encourage all citizens of the Town of James Island, to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship, in order to help preserve our rich culture and heritage with deep respect for the principles upon which our great country was founded.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of James Island, South Carolina, to be affixed this 15 day of October 2026.

_____ _____

Frances Simmons, Town Clerk Brook Lyon, Mayor

ORDINANCE NO. 2026-14

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE TOWN OF JAMES ISLAND TO UPDATE THE DATE OF REGULAR MUNICIPAL ELECTIONS TO COMPLY WITH UPDATES TO STATE LAW

WHEREAS, the Town Council of the Town of James Island is authorized by the Constitution and laws of the State of South Carolina to enact ordinances relating to municipal elections; and

WHEREAS, legislation enacted by the South Carolina General Assembly, South Carolina Act No. 213 of 2026 (H.3556), ratified on May 14, 2026, and signed by the Governor of South Carolina on May 19, 2026, amends Title 5, Chapter 15 and Title 7 of the South Carolina Code and, as to the provisions relevant here, takes effect January 1; and

WHEREAS, S.C. Code § 5-15-50, as amended by Act No. 213, requires that municipal general elections be held in odd-numbered years on either the first Tuesday after the first Monday in April or the first Tuesday after the first Monday in November, unless the most recent general election for that municipality was held on the first Tuesday after the first Monday in either April or November of even-numbered years, in which case the municipality may retain such date for its general elections; and

WHEREAS, the Municipality desires to reschedule its municipal general elections to the first Tuesday after the first Monday in November of odd-numbered years, beginning with the general election held in November of 2027;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA:

Section 1: Findings

The recitals set forth above are incorporated herein and adopted as findings of the Town Council.

Section 2: Amendment

Section 30.39(A) of the Code of Ordinances of the Town of James Island is hereby amended as shown in Exhibit A, attached hereto and incorporated herein by reference.

Section 3: No Other Amendments

Except as expressly amended herein, all provisions of Section 30.39(A) of the Code of Ordinances of the Town of James Island shall remain in full force and effect and are hereby ratified and reaffirmed.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be

deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date

This Ordinance shall become effective upon second and final reading and approval by Town Council.

Enacted by the Town Council of the Town of James Island, South Carolina, this _____ day of _____, 2026.

First Reading October 2026

Second/Final Reading November 2026

TOWN OF JAMES ISLAND, SOUTH CAROLINA

_____
Brook Lyon,
Mayor

ATTEST:

_____
Frances Simmons
Town Clerk

EXHIBIT A

Proposed Redline Amendments to Town Code

§ 30.39 REGULAR AND SPECIAL ELECTIONS; DATE; NOTICE.

(A) ~~After the election to be held on July 29, 2014, all subsequent~~ **Beginning with the general election held in November 2027, all** regular elections for the offices of Mayor and members of Council shall be held in odd-numbered years on the first Tuesday ~~in November~~ **after the first Monday in November.**

(B) In the event of a tie vote for any office, a run-off election shall be held two weeks following the election pursuant to S.C. Code § 5-15-125.

(C) Special elections to fill vacancies shall be held pursuant to S.C. Code § 7-13-190.

(D) Two public notices of a regular or special election shall be given, which shall include the location of polling places set by the Charleston Board of Elections and Voter Registration. The first notice shall be given at least 60 days prior to the election. The second notice shall be given no later than two weeks after the first notice.

Ordinance #2026-12

An Ordinance Amending the Town of James Island Town Regulations Concerning Livability #2012-09: Noise Ordinance

NOISE OFFENSES

§ 90.30 DEFINITION.

For purposes of this subchapter, the following definitions apply unless the context clearly indicates otherwise.

CONSTRUCTION. The on-site erection, fabrication, installation, alteration, repair, renovation, maintenance, demolition, or removal of a building, structure, facility, utility, roadway, or other improvement, together with associated site work, including land clearing, excavation, grading, paving, landscaping, blasting, material delivery, loading or unloading, and the operation of construction vehicles, tools, or equipment.

EMERGENCY WORK. Work reasonably necessary to restore essential utility service, protect persons or property from an imminent threat, remedy an unsafe condition, or prevent imminent and substantial property damage. Emergency work does not include work made urgent solely by scheduling, contractual deadlines, avoidable delay, or economic considerations.

NOISE-PRODUCING CONSTRUCTION. Construction that produces sound plainly audible at or beyond the boundary of the property on which the construction occurs. For construction within a multifamily building, the term includes construction producing sound plainly audible within another dwelling unit or within a common area not under the control of the sound source.

PLAINLY AUDIBLE. Clearly perceptible by a person of ordinary sensibilities using unaided hearing. Sound that is merely faint or barely perceptible is not plainly audible. An enforcement officer need not identify the words, musical composition, or precise nature of the sound.

TOWN HOLIDAY. A day on which Town offices are closed pursuant to the holiday schedule adopted or approved by the Town.

(Ord. 2012-09, passed 9-20-2012; amended by Ord. 2026-__, passed __-__-2026)

§ 90.31 NOISE; AMPLIFIED SOUND FROM VEHICLES.

It shall be unlawful for any person to play, operate, or cause to be played or operated, any radio or other vehicular music or sound amplification or reproduction equipment in such a manner as to be plainly audible at a distance of 50 feet in any direction from the vehicle or plainly audible within the residential dwelling of another. The detection of the rhythmic

bass component of the music or sound is sufficient to constitute a plainly audible sound. Prohibitions contained in this section shall not be applicable to emergency or public safety vehicles for sound emitted during job-related operation.

(Ord. 2012-09, passed 9-20-2012)

§ 90.32 NOISE; AMPLIFIED SOUND IN GENERAL.

It shall be unlawful for any person to play, operate, or cause to be played or operated, any radio or other music or sound amplification or reproduction equipment upon real property in such a manner as to be plainly audible within any residential dwelling of another. The detection of the rhythmic bass component of the music or sound is sufficient to constitute a plainly audible sound.

(Ord. 2012-09, passed 9-20-2012)

§ 90.33 EXCESSIVE, UNNECESSARY OR UNREASONABLE NOISE.

(A) General prohibition. It is unlawful for a person to make, continue, cause, permit, or allow excessive, unnecessary, or unreasonable noise within the Town that disturbs a reasonable person of ordinary sensibilities or endangers or injures the health, safety, or welfare of persons or animals.

(B) Factors. In determining whether sound violates subsection (A), relevant factors may include, but are not limited to:

(1) The volume and intensity of the sound;

(2) The duration of the sound;

(3) The time of day or night;

(4) Whether the sound is recurrent, intermittent, or constant;

(5) The proximity of the sound to residences or sleeping facilities;

(6) The character and zoning of the area in which the sound occurs;

(7) The level and character of background sound; and

(8) Whether reasonable measures to reduce the sound were used.

(C) Content-neutral determination. A determination under this section shall be made without regard to the content of any message conveyed by the sound, the identity or viewpoint of the person responsible for the sound, or the identity or viewpoint of any complainant.

(D) Exemptions from subsection (A). The following sounds are exempt from subsection (A), subject to the limitations stated in this section:

(1) Church bells or other sound customarily associated with organized religious services.

(2) Any siren, whistle, or bell lawfully used by emergency vehicles, or any other alarm system used in an emergency, provided that a burglar alarm that does not terminate within 15 minutes after activation is unlawful.

(3) Warning devices required by state or federal law or regulation.

(4) Farming equipment or farming activity.

(5) Timber harvesting and milling during daylight hours.

(6) Domestic power equipment, including chain saws, sanders, grinders, lawn and garden tools, and similar devices, operated during daylight hours.

(7) Noise-producing construction conducted in compliance with subsection (E).

(8) Emergency work.

(9) Noise created by a government-sponsored event or by a privately organized sports, recreation, or athletic event.

(10) Noise reasonably resulting from an emergency or extraordinary situation.

(11) An outside sound system used by a business to notify patrons waiting to pick up an order, obtain a table, or participate in the activities of the business, provided that the sound does not constitute excessive, unnecessary, or unreasonable noise under subsection (A).

(12) Noise from an idling vehicle at a commercial establishment while loading or unloading merchandise for the establishment, or while waiting for the opportunity to do so.

(E) Construction noise.

(1) Except as authorized by subsection (F) or (G), no person shall perform, cause, direct, knowingly permit, or knowingly allow noise-producing construction:

(a) Before 7:00 a.m. or after 7:00 p.m. Monday through Friday;

(b) Before 9:00 a.m. or after 5:00 p.m. on Saturday; or

(c) At any time on Sunday or a Town holiday.

(2) A person having authority to control construction activity who, after actual notice of a violation, knowingly allows the activity to continue is responsible for the violation.

(3) A building permit, zoning permit, land-disturbance permit, business license, or other ordinary Town approval does not authorize construction during hours prohibited by this subsection.

(4) Nothing in this section authorizes conduct prohibited by any other applicable law. If another applicable law establishes a more restrictive construction-noise limitation, the more restrictive limitation controls.

(F) Temporary construction-noise exception.

(1) The Mayor, or the Mayor's written designee, may issue a written, temporary exception from subsection (E) only upon determining that:

(a) The work cannot reasonably be performed during permitted hours because of public safety, traffic control, interruption or restoration of utility service, an unusual technical requirement that cannot reasonably be accommodated during permitted hours, or another extraordinary and unavoidable circumstance;

(b) The applicant has proposed reasonable measures to minimize noise;

(c) The duration and geographic scope of the exception are no greater than reasonably necessary; and

(d) The anticipated public benefit outweighs the temporary noise impact on surrounding properties.

(2) The written authorization must state its effective dates, permitted hours, location, authorized activities, required noise-reduction measures, and any requirement for notice to adjoining occupants.

(3) The Mayor or designee may modify, suspend, or revoke an authorization for noncompliance with its conditions or when necessary to protect public health or safety.

(G) Emergency work. The hours in subsection (E) do not apply to emergency work. The person responsible for emergency work occurring during otherwise prohibited hours shall notify the Town as soon as reasonably practicable and shall use reasonable measures to minimize noise consistent with addressing the emergency.

(H) Enforcement.

(1) A violation may be established by the personal observation of a law enforcement officer or code enforcement officer. A complaint from another person is not an element of the offense.

(2) Each calendar day on which a violation occurs constitutes a separate offense. Multiple observations of substantially continuous conduct during the same calendar day constitute one offense unless the prohibited conduct resumes after the person responsible has received notice of the earlier violation.

(Ord. 2012-09, passed 9-20-2012; amended by Ord. 2026-__, passed __-__-2026)

§ 90.34 NOISE; PRIVATE ACTION.

In addition to the right of the town to bring an enforcement action for violations of this subchapter, any individual who is specifically damaged by any violation of this subchapter related to noise may, in addition to other remedies, institute an appropriate civil action or other proceeding in the magistrate court or circuit court to abate or prevent the nuisance.

(Ord. 2012-09, passed 9-20-2012)

§ 90.99 PENALTY.

Any person who violates the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not more than $500 or not more than 30 days in jail, or both.

(Ord. 2012-09, passed 9-20-2012)

Effective this _____ day of _____, 2026

_____

Brook Lyon, Mayor

ATTEST

_____

Frances Simmons, Town Clerk

First Reading: _____

Second Reading: _____

ORDINANCE NO. 2026-13

AN ORDINANCE AMENDING ORDINANCE NO. 2026-05 ADOPTING THE FISCAL YEAR 2026-2027 BUDGET FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA, TO RATIFY, CONFIRM, AND ESTABLISH THE PROPERTY TAX MILLAGE RATE OF 16.0 MILLS FOR FISCAL YEAR 2026-2027

WHEREAS, the Town of James Island, South Carolina, is authorized by state law to levy property taxes for the purpose of providing revenues necessary to fund the operations and services of the Town; and

WHEREAS, the Town Council adopted Ordinance No. 2026-05, for FY 2026-2027; and

WHEREAS, Section 2 of Ordinance No. 2026-05 provides that, by passage of the Ordinance, the Town of James Island adopts as its Budget for Fiscal Year 2026–2027 "Exhibit A," incorporated fully therein by reference, following a duly noticed public hearing; and

WHEREAS, prior to adoption of the budget, the Town published the budget hearing notice required by Section 6-1-80 of the South Carolina Code, which included the proposed millage rate of 16.0 mills necessary to fund the Fiscal Year 2026-2027 budget; and;

WHEREAS, Town Council considered the proposed budget and proposed millage rate during the budget process and intended that the Fiscal Year 2026-2027 budget be funded through the property tax millage rate set forth in the published budget notice of 16.0 mills; and

WHEREAS, Ordinance No. 2026-05 adopted the Fiscal Year 2026-2027 Budget but inadvertently omitted language expressly stating and levying the millage rate for Fiscal Year 2026-2027; and

WHEREAS, the Town Council finds that the omission of the millage levy language constituted a clerical and scrivener's error and that it is in the best interests of the Town and its taxpayers to clarify and confirm the Town Council's action and intent regarding the Fiscal Year 2026-2027 millage rate

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF JAMES ISLAND, SOUTH CAROLINA:

Section 1: Findings

The recitals set forth above are incorporated herein and adopted as findings of the Town Council.

Section 2: Amendment to Ordinance No. 2026-05

Ordinance No. 2026-05 is hereby amended by adding the following section:

"Section 2A. Millage Rate

The Town Council hereby confirms and reaffirms that the property tax operating millage rate for the Town of James Island is 16.0 mills for Fiscal Year 2026–2027, and applies the Local Option Sales Tax Credit to cover the full amount of the Town's 16.0 millage rate.

The Town Council expressly finds and declares that the millage rate referenced herein is the same millage rate that was included in the budget hearing notice published pursuant to Section 6-1-80, South Carolina Code of Laws, and considered by Town Council during the Fiscal Year 2026-2027 budget adoption process."

Section 3: Ratification and Confirmation

The Town Council hereby ratifies, confirms, and approves its previous action in adopting the Fiscal Year 2026-2027 Budget and further ratifies and confirms its intent to levy the millage rate specified in Section 2 of this Ordinance effective as of July 1, 2026.

Section 4: No Other Amendments

Except as expressly amended herein, all provisions of Ordinance No. 2026-05 shall remain in full force and effect and are hereby ratified and reaffirmed.

Section 5: Severability

Should any section, provision, or portion of this Ordinance be declared invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Ordinance.

Section 6: Effective Date

This Ordinance shall become effective upon final reading and approval by Town Council. The millage levy ratified and confirmed herein shall be effective retroactively to July 1, 2026, consistent with the effective date of Ordinance No. 2026-05.

ADOPTED by the Town Council of the Town of James Island, South Carolina, this _____ day of _____, 2026.

First Reading: September 17, 2026

Second/Final Reading: October 15, 2026

TOWN OF JAMES ISLAND, SOUTH CAROLINA

_____
Brook Lyon,
Mayor

ATTEST:

_____
Frances Simmons
Town Clerk