



Town of James Island, Regular Town Council Meeting
October 16, 2025; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

****NEW**** 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) Presentation: Wake Up Carolina: Nanci Steadman-Shipman, Executive Director

Presentation: Charleston County Presentation on Transportation Sales Tax

3) Public Comment

4) Consent Agenda:

- a) Minutes: Town Council Regular Meeting, September 18, 2025

5) Information Reports:

- a) Mayor's Report
- b) Finance Report
- c) Island Sheriff's Patrol Report
- d) Public Works Report

6) Requests for Consideration by Staff

- Cecil Circle Culvert Replacement Bid Tabulations

7) Requests for Consideration by Council

8) Committee Reports:

- a) Land Use Committee
- b) Environment and Beautification Committee

- c) Children's Committee
- d) Neighborhood Council
 - Appointment: Julia Drayton-Crumblin, Honey Hill

- 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

9) Proclamations and Resolutions:

- Proclamation: National Colonial Heritage Month
- Proclamation: Teacher Appreciation for Colonel Scott Remington, JROTC, JICHS
- Resolution #2025-14: Support Plans to Work with Wakeup Carolina to Secure Funding from Opioid Recovery Board
- Resolution #2025-15: Resolution to Rename Pinckney Park Simeon Pinckney Park

10) Ordinances up for First Reading:

- Ordinance #2025-08: An Ordinance Amending the Business License Ordinance of the Town of James Island to Update the Class Schedule as Required by Act 176 of 2020
- Ordinance #2025-09: An Ordinance to Amend the 2025-2026 Fiscal Year Budget for the Town Of James Island
- Ordinance #2025-10: Proposed Amendments to the Town of James Island Zoning and Land Development Regulations (ZLDR): Definitions: 153.013; Non-Conforming Structures: 153.359; Non-Conforming Registered Accessory Dwelling Units (ADUS): 153.362

11) Ordinances up for Second/Final Reading:

12) Old Business:

13) New Business:

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

- 15) Return to Regular Session:
- 16) Announcements/Closing Comments:
- 17) Adjournment:

From: victor crouch <ypanache@gmail.com>
Sent: Wednesday, October 8, 2025 9:58 AM
To: Kristen Crane <kcrane@jamesislandsc.us>
Subject: Support of park name change

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

Town of James Island
1122 Dills Bluff Road
James Island, SC 29412

9 October 2025

Dear Honorable Mayor Brook Lyon and Members of Town Council,

In my expected absence from the October 16, 2025 Town Meeting, please accept this letter as my support for the proposed name change to **Simeon Pinckney Park**.

The addition of "Simeon" offers a meaningful and personal distinction that honors and identifies the individual for whom the park is named. This name change ensures that the legacy and full name of Simeon Pinckney is fully remembered.

Respectfully,

Victor L. Crouch,
Town Resident

The Town of James Island held its regularly scheduled meeting on Thursday, September 18, 2025, at 7:00 p.m. in person at the Town Hall, 1122 Dills Bluff Road, James Island, SC. This meeting was also live-streamed on the Town's website at: www.jamesislandsc.livestream-townmeetings and was held in accordance with the S.C. Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Darren "Troy" Mullinax, and Mayor Brook Lyon, who presided. Absent: Councilwoman Cynthia Mignano (gave notice). Also present: Town Attorney, Brian Quisenberry, Finance Director, Mike Hemmer, Public Works and Licensing Manager, Melissa Flick, Town Engineer, Laura Cabiness, Island Sheriff's Patrol, Lt. Shawn James and Deputy Chis King, Island Sheriff's Patrol, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Lyon called the meeting to order at 7:00 p.m. and introduced the members of Town Council. She announced that Councilwoman Mignano gave notice of her absence at tonight's meeting. Councilman Troy Mullinax led Council in prayer and followed with the Pledge of Allegiance.

Mayor Lyon announced that notice of this meeting was published and posted in accordance with the S.C. Freedom of Information Act and the requirements of the Town of James Island. The Town encourages the public to provide comments prior to Town Council meetings by emailing to info@jamesislandsc.us, mail, or place in the drop box at the Town Hall.

Presentation: Opportunity Calls Everyone Denise Ladson-Johnson, Founder and Director of Opportunity Calls Everyone, gave a presentation of the 7th year Summer Camp Program on James Island that is co-sponsored by the Town. She thanked Mayor Lyon, Town Council, Inez Brown-Crouch, Henrietta Martin, Julia Drayton-Crumblin, First Baptist Church, and others made the camp possible and to allow positive experiences for the children that attended. Presentation:

Public Comments:

Kathleen Forest McFall, 1207 Sea Aire Dr: Ms. McFall talked about an Art and Community Center that would enhance us. We want to move forward, not backward, and to have something that we all could share and say ... *this is James Island; this is ours*. She supports having the Arts and Community Center and hopes that others will.

Jan Perkins, 682 Schooner Rd. addressed Council for an additional speed hump on Schooner Road near Starboard. Her driveway sits on Starboard across from Schooner and sees the traffic, children walking, skateboarding and bicycling. There are two speed humps in the back and people cross the last speed hump and "gun" it to the park and back. It scares her because children do not look both ways. She thinks another speed hump around that intersection would help to slow that part of the street and make it a bit safer for everyone.

Pam Scarborough, 732 Stonefield: emotionally appeared before Council requesting an additional speed hump on Schooner Rd. She walks her dog in the neighborhood 2-3 times a day and she is *scared to death* to walk on Schooner Rd. She favors Council passing the Resolution.

Consent Agenda:

Minutes of Town Council Regular Meeting, August 21, 2025: Motion to approve the minutes of the August 21, 2025, meeting was made by Councilman Dodson, seconded by Councilman Mullinax. No discussion. Passed unanimously.

Mayor's Report: Mayor Lyon announced that she and the Town Clerk added a Mayor's report so she can share general information, give updates on news and upcoming events.

- Community Business Academy: the academy was approved by Town Council in July and is going well. This is the program that Denise Ladson-Johnson and Julia Crumblin-Drayton graduated from. There are 18 students in this current class; three are Town recipients that we will underwrite. Areas of interest are businesses, restaurants, consulting, soap making, lip gloss and a waxed hand business. The instructor and class monitor are Town residents. Mayor Lyon has been invited to attend a class on October 8, and this invitation is open to any member of Council.
- Update on James Island Art and Community Center: Mayor Lyon announced that the Design Build Contract for the James Island Arts and Community Center were approved at last month's Town Council meeting. She asked Town Engineer, Laura Cabiness, to give an update of the project. Presentation:
- Presentation by Laura Cabiness: Attached.

Finance Report: Finance Director, Mike Hemmer, presented the August 2025 Finance Report and it was accepted as information.

Public Works: Public Works and Licensing Manager, Melissa Flick, presented the August 2025 Public Works Report and it was accepted as information.

Island Sheriff's Patrol: Lt. James gave updates on traffic data from the stealth reader: Trapier. The maximum speed is 37mph (3709 cars); Bradford, maximum speed 33-36 (789 cars). Lt. James reported crimes and infractions in the Town, and vehicle break-ins.

Requests for Consideration by Staff: None.

Requests for Consideration by Council: None.

Committee Reports:

Land Use Committee: Mayor Lyon announced no Planning Commission and BZA meetings were held this month but will be held in October.

Environment and Beautification Committee: Stan Kozikowski reported on the Adopt-a-Highway pickup on September 13 where volunteers picked up 7 bags of litter. Helping Hands event will be held on Saturday, September 20 at 9:00 a.m. and James Island Pride Litter pickup is scheduled for October 11.

Children's Committee: Mayor Lyon announced Councilwoman Mignano's appointment of Julia Drayton-Crumblin to the Children's Committee.

Neighborhood Council: Councilman Boles announced the Neighborhood Council meeting is held on the 4th Thursday of the month @t 6:00 p.m. Last month's meeting focused on cyber security measures. Next month's meeting will be on Thursday, September 25 at 6:00 p.m. An update from the Island Sheriff's Patrol will be given.

History Committee: Mayor Lyon announced that the History Committee will have a booth at the October 3 Town Market that will highlight the History of Mill Point. The marker for the Grimball Skirmish has been installed in conjunction with the James Island Presbyterian Church who unveiled their own marker. Members of the History Council were in attendance: Michael Williams, Jim Morrisette and Bill Lyon. Members of the media were also present. On November 15, a celebration will be held at Pinckney Park to unveil the replica of the gravestone for Simeon Pinckney. Time to be determined.

Appointment: Erica Fritz: Mayor Lyon announced that Tom Robinson and Doug Oswald have scheduling conflicts and can no longer serve on the committee. She moved for the appointment of Erica Fritz, to serve, seconded by Councilman Boles. Ms. Fritz was recommended by Michael Williams. No discussion. Motion passed unanimously.

ReThink Folly Road: Mayor Lyon gave a recap of the ReThink Folly Road Steering Committee which was yesterday. She is excited about having the City, County, and Folly onboard and hopes to see progress in the coming months on projects. Some discussion at the meeting which included the following: potential funding among the entities to hire a consultant for grant funding for the next two phases. Folly Road Safety Study: The medians planned in the road (mainly in the Town) has been practically removed. We are lobbying for more to be removed. The light at Santee St. has been nixed. This is unfortunate because having a light there would be helpful. Representative Spencer Wetmore has been a great help in lobbying to reduce the medians because having them would force traffic and 18-wheelers into neighborhoods. Camp Road Middle School traffic which backups onto Folly. This situation appears to be better because the new principal has instituted changes discouraging entering the car rider lines before 3:15 p.m. Some children are being bussed to the library on Grimball Rd and picked up there. The last ReThink Folly Road meeting for the year is Wednesday, November 19.

Drainage Committee: Councilman Mullinax announced that Saturday, September 6 was the sandbag filling operation. Thank you to the Honor students at James Island Charter and staff that participated in filling sandbags in the event there is a Hurricane or storm. Councilman Mullinax also manned the information booth and gave information to those in attendance. Councilman Mullinax thanked everyone who participated as it was worthwhile and appreciated.

Business Development Committee: No Report. Councilman Dodson will schedule a meeting in October. Date and time to be announced later.

Trees Advisory Committee: Mayor Lyon announced that a tree giveaway will be held on Friday, November 7 during the Town Market. The Trees Advisory Council will man two booths and give away 200 trees. A Tree Canopy Award will be held on October 13 @ 5:00 p.m. on Stiles Dr. to award a majestic live oak tree and a drive thru tree giveaway will be held on February 7. People will be able to talk to an arborist and receive instructions on how to plant the trees.

James Island Intergovernmental Council: The next meeting will be held Wednesday, October 29 @7:00 p.m. at the Town Hall.

Accommodations Tax Committee: No Report.

James Island Arts Council: Mayor Lyon announced that she has been reaching out to the members and plans to have a kick-off meeting in the next few weeks. She welcomed Victor Crouch, the newest member to the Arts Council appointed last month.

Proclamations and Resolutions:

Resolution #2-25-11: A Resolution in Support of an Additional Speed Hump on Schooner Road: Mayor Lyon introduced the resolution and gave an overview of the speed hump meetings that were held years ago where citizens requested speed humps on Seaside Lane. She recalled that an additional hump was approved. Residents on Seaside had requested another from the original plan and it was granted. The engineer made some revisions to the original plan. Mayor Lyon stated for disclosure, that she lives in Lighthouse Point and some residents have asked how they could get an additional speed hump on Schooner Rd. between the Indian Mound and the first speed hump as this is a long gap. She noted that the speeds along all of Schooner

are not what we had years ago when speed studies were conducted, and we had several readings of 80+ mph, but this area is still dangerous. There are 16 children that live around the area. Mayor Lyon moved to approve the resolution, seconded by Councilman Mullinax.

For the record, four (4) letters of support were received via email; and two individuals spoke during public comments in favor of the request. She said the last speed humps paid by the Town was \$8,000 a piece but they may cost more because of the economy and increased prices.

Councilman Boles stated that a request made by resolution may not get this done with the SCDOT (SC Department of Transportation). Mayor Lyon replied that if the Resolution is approved and the cost is under \$10,000 we would do it because it is a Public Works project. If the price exceeds \$10,000, it would be brought to Council. Councilman Boles said he knows we're just adding to an existing project; but he remembers at the speed hump meetings there were people both for and against and it sounds what is being described is that we do not need to do that; to do speed studies or poll the residents. He said the Town had a percentage of residents that requested them and if it met the threshold it was approved. Mayor Lyon said the percentage was 60 or 75% and explained that the speed humps are already there and this is completing an original project. She added that about half of the nearby residents have written letters to come to speak about this issue. She said there is also an alternative route with no speed humps. The Bell Terre gates are now open and most of the opposition was at the back of the neighborhood who were speeding that did not live along Schooner Rd. or have children and pets. She thinks there were only two residents that live along Schooner Rd. who did not sign the petition at that time. She explained that this section is approximately eight houses back from the Indian Mound. She reiterated this is not doing a new project and in her opinion a new project would involve doing a new speed study and gave an example of Seaside having two speed humps and requesting a third. Councilman Boles added that he thinks it is a little bit different because on Seaside they were all installed at once. He noted that he does not live in Lighthouse Point and is inclined to give neighborhoods what they ask for to help them. However, if we set up a process he doesn't want to skirt that for someone that might become upset. He described the speed hump meeting that he attended when first elected to Council. He has no opinion on the propriety of the speed humps but does not want what occurred at that meeting to happen again.

Town Attorney Quisenberry said the resolution is to find out if the DOT would grant permission and we (Town) make sure that the process is met. This situation seems to fall under a prior process. Councilman Dodson spoke that this is a livability issue and is something that affect people's daily lives and he supports it.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Unanimous	

Resolution#2025-12: A Resolution in Support of Crosswalk on Ft. Johnson Road: Mayor Lyon introduced the resolution and stated that a number of residents have reached out over the past year about the crosswalk between Mikell Drive and the New Beginnings Church. The intersection is poorly marked in the road and there is a great amount of traffic. The Resolution is for enhancements such as a flashing pedestrian cross light with push button and repainting the crosswalk. Motion to approve was made by Councilman Boles, seconded by Councilman Dodson. Councilman Mullinax agreed that a crosswalk is needed because the houses on Ft. Johnson mailboxes are across the street and senior citizens that live there has difficulty crossing the street to check their mail. Mayor Lyon added that Representative Wetmore has indicated that

if this resolution passes she will help to move it forward. Councilman Dodson expressed this is a livability issue for safety.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Unanimous	

Resolution #2025-13: A Resolution to Adopt “Rollback Millage” Due to Reassessment: Mayor Lyon introduced the resolution recalling that Town Council did this in 2020 when the reassessment was done. As she understands, this is required every five years to adjust the millage to keep tax credits the same, so the citizens are not taxed. Motion to approve was made by Councilman Boles, seconded by Councilman Mullinax. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Unanimous	

Ordinances up for First Reading: None.

Ordinances up for Second Reading: None.

Old Business: None.

New Business: Mayor Lyon shared there is a James Island/Folly Beach neighborhood leader roundtable meeting on Monday, September 29, 6:30 p.m., 1860 Camp Road. The Town is hosting a silent auction fundraiser at the Town Market on October 3 @ 6:00 p.m. and funds raised will go to support and close the funding gap for the new food pantry for James Island Outreach. She thanked Parker Richardson for working so hard on the silent auction.

Mayor Lyon recognized Town Staff, Town Attorney, Town Engineer and Island Sheriffs Patrol for their hard work. Mayor Lyon recognized the candidates who were in attendance who are running for the two new Council seats in the November 4 election: Julia Drayton-Crumblin, Stanley Kozikowski, and Michael Williams.

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

Mayor Lyon asked for a motion to enter into the Executive Session at 8:31 p.m. Councilman Boles moved, seconded by Councilman Dodson.

Vote

Councilman Boles	Aye
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Councilman Dodson	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Unanimous	

Return to Regular Session: Mayor Lyon asked for a motion to return to Open Session at 9:11 p.m. Motion made by Councilman Boles seconded by Councilman Dodson. Mayor Lyon announced that no votes were taken during the Executive Session.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Unanimous	

Announcement/Closing Comments: All of Council thanked the staff for the work that they do. Councilman Mullinax thanked everyone who participated in the dedication of Gabriel Seagraves memorial intersection dedication. Mayor Lyon also thanked Bill Lyon, Representative Spencer Wetmore, James Hackett, Frances Simmons and Zennie Quinn who attended. Mayor Lyon reminded everyone to attend the October 3 First Friday Town Market.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:15 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

Mayor's Report

Update on Art and Community Center

Grace Triangle Park

Lowcountry Local

Forum for TOJI Council Candidates

Town Market Update



September 2025 Finance Report

This monthly financial summary report is for the period ending September 30, 2025 is included. This is through three months of the 2025-2026 Fiscal Year or 25% of the budget. The following pages provide the monthly report and the proposed budget amendment to keep everything in shape. Any comments I would have on the monthly report are essentially duplicated for the budget amendment proposal.

I am happy to answer any questions you may have.

Fiscal Year 2025-2026 Budget Amendment Changes (Exhibit “B” - October 2025):

REVENUE:

• Filing Fees:	Complete, 4 candidates - decrease	\$100	to	\$400
• Interest:	Additional due to LGIP - increase	\$105,000	to	\$250,000
• Local Assessment Fees:	Likely complete - increase	\$3,200	to	\$6,100
• Misc. Income:	Additional allowance – increase	\$1,400	to	\$1,500
• Town Market Vendors:	Income was not budgeted – increase	\$5,500	to	\$5,500
• Homestead Exemptions:	Likely complete – increase	\$285	to	\$46,285
• Transfer from Tree Fund:	Completed prev by journal entry – decrease	\$86,000	to	\$0
• Transfer from Stormwater –	This is not an accurate way to show this...will be removed and revenue shown in “Stormwater Fee Reimbursements from County SW Fund”			

Overall revenues remain stable to an increasing trend over our budget. Interest is now being calculated from ALL our funds and presented accurately to you. This amended budget depicts additional revenue of \$34,477 over the previously approved budget.

EXPENSES:

Administration Department:

• Salaries:	Trending lower than budgeted – decrease	\$97,124	to	\$850,000
• Benefits:	Follows salary expense – decrease	\$111,192	to	\$450,000
• Bank Charges:	Minor increase, offset below	\$400	to	\$700
• Bank Charges CC:	Minor decrease, offset above	\$200	to	\$300
• Employee Wellness has become a Community event –	decrease	\$4,000	to	\$0
• Grant Writing	Renewal of SAM registration – increase	\$299	to	\$1,299
• Legal Services	Lawsuit defense/advice – increase	\$60,000	to	\$180,000
• Postage	For second newsletter – increase	\$12,000	to	\$19,500
• Professional Services:	Non-legal – MRB Group / Laura C. – Increase	\$11,000	to	\$20,000
• Supplies:	Other Depts in here now – increase	\$4,000	to	\$10,000

This amended budget depicts Administration Department expenses \$130,217 lower than the previously approved budget.

Elected Officials Department:

No Change.

Public Works Department:

- Groundskeeping: Trending higher with contractor – increase \$15,000 to \$80,000
- Engineering Services: Not budgeted to use Laura C. – increase \$20,000 to \$20,000
- Stormwater Projects: Own line item to show Co SW Fund – increase \$85,000 to \$85,000

This amended budget depicts Public Works Department expenses \$120,000 higher than the previously approved budget. This is primarily due to showing the reimbursable stormwater fund projects here.

Code Enforcement Department:

- Animal Issues: reduction to add to overgrown lots – decrease \$2,500 to \$2,000
- Overgrown Lot Clearing: increase for contractor help – increase \$2,500 to \$4,000

This amended budget depicts no overall changes in the Code Enforcement budget.

Planning, Zoning, and Permitting Department:

- Professional Services: Using Laura C. – Increase \$20,000 to \$35,000

This amended budget depicts the PZP Department expenses \$20,000 higher than the previously approved budget.

Emergency Response / CERT Department:

- Radio Contract: minor adjustment Co. contract costs – increase \$200 to \$3,400
- MISC Emergency: zoom not budgeted, but cancelled – increase \$843 to \$843
- MISC, meals: sandbag day and Imelda – increase \$156 to \$156

This amended budget depicts the Emergency Response / CERT Department expenses \$1,199 higher than the previously approved budget. This Department budget will have to change depending on the storms we deal with.

Facilities, Parks, & Equipment Department:

• Facility Dep Rental Returns:	security deposits not budgeted – increase	\$1,000	to	\$1,000
• Facility Upgrades (non-cap):	non-maintenance bldg. work – increase	\$2,000	to	\$4,000
• Fire Safety / First-Aid / AED:	not budgeted – increase	\$1,330	to	\$1,330
• Janitorial:	a little high – increase	\$1,500	to	\$21,500
• Rent – storage unit:	a little high – increase	\$650	to	\$1,750
• Security Monitoring:	had a fire alarm trip – increase	\$600	to	\$4,000
• Street lights:	higher electric costs – increase	\$45,000	to	\$180,000
• Utilities:	higher electric costs – increase	\$7,000	to	\$35,000
• Supplies (FPE):	not budgeted, specific costs – increase	\$1,500	to	\$1,500

This amended budget depicts the Facilities, Parks, and Equipment Department expenses \$60,580 higher than the previously approved budget. This is primarily due to rising electricity costs.

Tree Fund:

• Transfer out to General Fund:	This is the tree settlement that was enacted by a journal entry previously, so it was not explicitly easy to follow – decrease			
		\$86,000	to	\$0

The amount of decreased expense here is offset by the additional revenue shown in the Revenue budget.

Community Services:

• Children’s Council:	not previously budgeted – increase	\$1,500	to	\$1,500
• Community Tutoring:	wrap-up of OCE that spanned FY’s – increase	\$3,155	to	\$8,155
• Special / Community Events:	move of Employee Wellness item – increase	\$4,000	to	\$6,000

This amended budget depicts Community Services expenses \$8,655 higher than the previously approved budget.

Island Sheriff’s Patrol:

• ISP Salaries:	expected additional coverage – increase	\$38,710	to	\$400,000
• ISP Benefits:	follows salaries – increase	\$11,623	to	\$116,000

These amounts were adjusted based on additional deputy work but also by looking at the 1st fiscal year quarter. The ISP amended budget depicts expenses \$50,333 higher than the previously approved budget.

This is the end of the operating budget.

Capital Projects:

Capital Projects are a budget outside of the operations of the General Fund, but funded by the General Fund or other sources for specific projects. Capital Projects typically span multiple years and require maintenance and accounting of the funding that was committed to the project over those multiple years. The projects identified in Capital Projects generally represent committed funds that should stay committed to Capital Projects unless a project is removed from the listing. The following represents changes needed to existing, previously approved, projects.

• Dills Bluff III & IV:	some engineering this year – increase	\$15,000	to	\$15,000
• Nabors Phase I:	county could get this bid this year – increase	\$235,000	to	\$235,000
• Traffic Calming:	radar sign/counter, speed humps – increase	\$35,000	to	\$35,000
• James Island Creek Sewer:	JIPSD could finalize this year – increase	\$230,043	to	\$230,043
• Quail Run:	final – increase	\$23,018	to	\$23,018
• Woodhaven:	final – increase	\$23,018	to	\$23,018
• Cecil Circle:	bids came in lower – decrease	\$15,000	to	\$35,000
• New JIACC Const:	move to HTAX Capital – decrease	\$294,430	to	\$0
• Vehicle purchase:	traverse less, delay vac-truck – decrease	\$192,601	to	\$47,399
• Grace Triangle Imp:	prep for new park – increase	\$30,000	to	\$30,000
• Land Acquisition:	cost for GT moved to HTAX – decrease	\$400,000	to	\$0

This amended Capital Projects budget depicts:

Road / Sidewalk Infrastructure project costs higher by	\$285,000
Drainage / Sewer project costs higher by	\$261,079
Other project costs lower by	(\$857,031)
Overall, this is a decrease of:	(\$310,952)

to the previously approved Capital Projects plan. Most of this decrease is due to projects being moved fully into the HTAX eligible capital line items.

HOSPITALITY TAX

The Hospitality Tax (HTAX) “Fund” is restricted income for specific activities that increase “hospitality” services in Town. The HTAX fund has an operating side and a Capital Projects side. The following represents changes needed to HTAX line items previously approved.

•	JIACC operations:	this is just an error - increase	\$145	to	\$145
•	Dues and Subscriptions:	Sea Island COC, should be ATAX – decrease	\$5,000	to	\$0
•	New JIACC Construction:	moved from GF Capital – increase	\$294,430	to	\$2,000,000
•	Dock Street eligible imp:	reduction – decrease	\$50,000	to	\$100,000
•	Mill Point eligible imp:	reduction – decrease	\$125,000	to	\$125,000
•	Land Acquisition:	breakout of specific acquisitions – decrease	\$661,176	to	\$0
•	Mill Point Acquisition:	moved from above – increase	\$661,176	to	\$661,176
•	Grace Triangle Acquisition:	moved from GF Capital – increase	\$400,000	to	\$400,000

This amended HTAX budget depicts:

Operations costs lower by	(\$4,855)
Capital Project costs higher by	\$519,430

Overall, this is an increase of: \$514,575

to the previously approved HTAX plan. Most of this increase is due to projects being moved fully into the HTAX eligible capital line items.

The HTAX balance will go from an estimated \$454,234 year-end balance to a \$49,504 year-end balance.

STORMWATER AND ACCOMODATIONS TAX (ATAX)

These “funds” or departments have varying balances that are dependent on the revenue received. The County is working on getting us our balance for Stormwater and the County and State continue to pay us the ATAX revenue. We will need to have a plan to use the ATAX funding. While some amounts are shifted into appropriate line items for accurate and transparent tracking, there are no changes proposed at this time.

OVERALL:

Overall the changes proposed in the General Fund result in:

Increase in revenue: \$34,477

Decrease in expenses: (\$266,402)

Change from previous: (\$199,511)

This means our General Fund is going from \$4,922,298 in expenses to \$4,655,896

This reduction is primarily due to moving GF Capital projects to HTAX of \$514,575

Our current reserve balance, if we do all the GF Capital Projects and HTAX Capital Projects this year (which will not happen) is \$1,178,379. We should maintain 3-4 months of operating expenses in reserves. We have about 3.9 months' operating expenses in reserves.

Public Works Report

Maintenance Work – Town continues to work on reestablishing ditches and clearing culverts and cross pipes. Work was delayed by recent weather and waiting for utilities to be marked.

RFP for Cecil Cir Pipe Repair – Bids reviewed and staff recommendation to be made to Council.

Fort Johnson Road Improvements (Traffic Circle and Traffic Light) – Pre-con meeting with County was held 10/06/25 and groundbreaking ceremony was held 10/07/25.

Solar-Powered Radar Sign- Currently installed on Dills Bluff Rd.

BID TABULATION

JLA No. 3082.2401


PROJECT: 2025-03 Cecil Circle Culvert Replacement
BID OPENING DATE: October 2, 2025 @ 3:00 PM


LOCATION OF OPENING: James Island Town Hall

CONTRACTOR'S NAME (List Alphabetical)	Bid BOND (5% of Base Bid)	ACKNOWLEDGE ADDENDUM	BASE BID	
IPW Construction Group, LLC	N/A	N/A	\$34,500.00	
J. Evans Services	N/A	N/A	\$38,460.00	
Landscape Pavers LLC	N/A	N/A	\$32,765.00	
LRB Site Prep & Hauling	N/A	N/A	\$43,300.00	

ENGINEERING CERTIFICATE

To the best of my knowledge the enclosed bids are mathematically correct.


Laura S. Cabiness P. E., JOHNSON, LASCHOBER & ASSOCIATES, PC
10/2/2025
Date


Cindy M. Hall, NOTARY PUBLIC
3/10/2027
Commission Expires

CINDY M. HALL
NOTARY PUBLIC
McDuffie County
State of Georgia
My Commission Expires March 10, 2027

JOHNSON, LASCHOB & ASSOCIATES, P.C.



October 7, 2025

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

Re: Bid Award
Cecil Circle Culver Replacement
James Island, SC

JLA No: 3082.2401

Dear Mayor Lyon:

On October 2, 2025, the Town of James Island received four bids for the above referenced project. A tabulation of these bids is attached for your information and review. In October 2024, we estimated that the project would cost about \$39,250. Therefore, we believe that the bids are reasonable and recommend that you award to the lowest, responsible bidder, Landscape Pavers LLC from Charleston, South Carolina in the amount of \$32,765.00.

Please advise if you have questions or if you need additional information.

Sincerely,

JOHNSON, LASCHOB & ASSOCIATES, P.C.

A handwritten signature in blue ink that reads "Laura S. Cabiness". The signature is fluid and cursive, with the first name "Laura" being the most prominent.

Laura S. Cabiness P. E.
Civil Engineer

Attachments

cc: Mr. Herbert W. Gilliam, P.E.

BID TABULATION

JLA No. 3082.2401


PROJECT: 2025-03 Cecil Circle Culvert Replacement
BID OPENING DATE: October 2, 2025 @ 3:00 PM


LOCATION OF OPENING: James Island Town Hall

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Laura S. Cabiness P. E., JOHNSON, LASCHOB & ASSOCIATES, PC
10/2/2025
Date


Cindy M. Hall, NOTARY PUBLIC
3/10/2027
Commission Expires

CINDY M. HALL
NOTARY PUBLIC
McDuffie County
State of Georgia
My Commission Expires March 10, 2027

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The Town of James Island, 1122 Dills Bluff Road, Charleston, SC 29412
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. Exhibits to this Contract (enumerated as follows):
 - 1. Exhibit A – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - 2. Exhibit B – Certification by Contractor Regarding Non-Segregated Facilities

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

THIRTY TWO THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND NO CENTS Lump Sum Bid Price	\$32,765.00
--	-------------

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

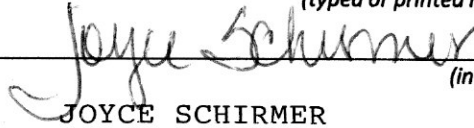
BIDDER hereby submits this Bid as set forth above:

Bidder:

LANDSCAPE PAVERS LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

JOYCE SCHIRMER

(typed or printed)

Title:

MG MEMBER

(typed or printed)

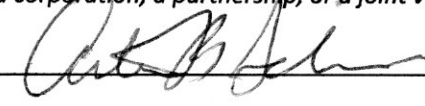
Date:

10-2-25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

ARTHUR B SCHIRMER, III

(typed or printed)

Title:

MEMBER

(typed or printed)

Date:

10-2-25

(typed or printed)

Address for giving notices:

PO BOX 31832

CHARLESTON, S.C. 29417

Bidder's Contact:

Name:

JOYCE SCHIRMER

(typed or printed)

Title:

MG MEMBER

(typed or printed)

Phone:

843-296-8725

Email:

JSCHIRMER@LANDSCAPEPAVERS.COM

Address:

PO BOX 31832

CHARLESTON, S.C. 29417

Bidder's Contractor License No.: (if applicable) G108010

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

LANDSCAPE PAVERS LLC

Contractor

Joyce Schirmer
Signature

JOYCE SCHIRMER, MG MEMBER

Name and Title of Signer

10-2-25

Date

**Certification regarding Debarment, Suspension,
Ineligibility, and Voluntary exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

LANDSCAPE PAVERS LLC

Contractor


Signature

JOYCE SCHIRMER, MG MEMBER

Name and Title of Signer

10-2-25

Date



POST OFFICE BOX 31832
CHARLESTON, S.C. 29417

TEL: 843/766-2363 • FAX: 843/766-2226
www.landscapepavers.com

Ref: CECIL CIRCLE CULVERT REPLACEMENT
JAMES ISLAND, SOUTH CAROLINA

OCT. 2, 2025

LANDSCAPE PAVERS LLC WILL SELF PERFORM CONTRACT

SUPPLIERS: FERGUSON
 FORTILINE
 WHITE CAP LLC
 HLA, INC

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.108010

LANDSCAPE PAVERS LLC

1537 ASHLEY RIVER ROAD
CHARLESTON SC 29407

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

for each Classification and Group Limitation listed below
(If this license has a "Limited Building-LB" classification, work is limited to 3 stories in height)

Highway-HY5, Marine-MR5, Concrete-CT5, Water & Sewer Lines-WL5

LICENSE NUMBER: CLG.108010

Initial License Date: 02/24/2003

EXPIRATION DATE: 10/31/2026

Qualifying Party(s): ARTHUR BONNELL SCHIRMER III

Group Limitation Amounts Per Job (i.e. BD"2"):
Group #1 - \$100,000 Group #4 - \$3,000,000
Group #2 - \$400,000 Group #5 - \$Unlimited
Group #3 - \$1,000,000

Arthur Bonnell Schirmer III
Qualifying Party

*** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business on their behalf. ***

Certificate of Eligibility

granted to

Landscape Pavers LLC

*It has been determined that the firm listed above has met
all federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26)
and is thereby eligible to participate in the Small Business Enterprise program
in the State of South Carolina.*

Area of Work:

Water and Sewer Line Construction Highway Streets Bridge Construction and Site
Preparation

NAICS:

238110, 237110, 238910, 237310

Issue Date: 3/6/2013

Aulene Prince

*Director of Business Development & Special Programs
South Carolina Department of Transportation*

Office of Business Development & Special Programs
955 Park St, Rm 117, Columbia, South Carolina 29202
Phone (803) 737-1372, Fax (803) 737-2021, www.scdot.org





LANDPAV-01

BROOKSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 4400 Leeds Avenue Suite 470 Charleston, SC 29405	CONTACT NAME: Sue Brooks	
	PHONE (A/C, No, Ext): (843) 553-7110 FAX (A/C, No):	
	E-MAIL ADDRESS: Sue.Brooks@ioausa.com	
INSURED Landscape Pavers, LLC 1537 Ashley River Rd Charleston, SC 29407	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Trust Insurance Company	20141
	INSURER B: FCCI Insurance Company	10178
	INSURER C: The Hanover Insurance Company	22292
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP10003246106	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10003246206	11/3/2024	11/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10003246306	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC010006288105	11/3/2024	11/3/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			IH6D042349	11/3/2024	11/3/2025	Rented / Leased 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



REQUEST FOR BIDS
NO. 2025-03

Cecil Circle Culvert
Replacement
for
Town of James Island

PROJECT OVERVIEW

DATE: 9/3/2025

SOLICITATION NUMBER: RFB No. 2025-03

DESCRIPTION OF WORK: Removal of a 12” RCP pipe and replacement it with a 15” RCP pipe and riprap outfall. Repair of the dirt road.

PRE-BID CONFERENCE: NO

DUE DATE FOR WRITTEN QUESTIONS: 09/25/2025 at 3:00 p.m.
843-795-4141 lcabiness@thejlagroup.com

Any issued addenda will be posted to the website at www.jamesislandsc.us/bids

OPENING DATE/TIME: 10/2/2025 at 3:00 p.m.

LOCATION: *Town of James Island
1122 Dills Bluff Rd
James Island, SC 29412*

This solicitation does not commit the Town of James Island to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The Town reserves the right to accept or reject any, all or any part of bids received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interest of the Town to do so. The Town will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

SECTION I. – INTRODUCTION AND BACKGROUND

This Request for Bid (RFB) solicitation is issued for the Town of James Island to obtain adequate information from interested firms and individuals with the qualifications necessary to replace a damaged stormwater culvert with approximately 136 linear feet of 15” RCP pipe. This includes cutting vegetation and removing trees, hauling away the drainage structures and vegetative debris, repairing the existing dirt road and seeding disturbed areas outside the travel surface of the road. The Town desires to select and negotiate an acceptable contract with such a firm or individual to perform the activities found in **SECTION IV. – SCOPE OF SERVICES**. It is the intent of the Town that this RFB will serve as the basis for award of a contract for completion of this work in a safe and timely manner.

Every effort has been made to ensure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The Town will not accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Laura Cabiness, Town of James Island, 1122 Dills Bluff Road, Charleston, SC 29412, email to: lcabiness@thejlagroup.com. All questions must be received before 3:00 pm on September 25, 2025. The Town of James Island reserves the right, and has a duty, to hire the most qualified provider for the Scope of Services requested. This may result in the Town contracting with any firm or individual that responds to this RFB that, in the sole determination of the Town Council of the Town of James Island, is qualified to complete the job, regardless of the bid price. The Town may also disqualify bidders and/or cancel, rebid, or extend the RFB or bid review process pursuant to Town of James Island and State of South Carolina procurement laws.

The Mayor, Town Council, and Town Staff may be involved in the evaluation of all bids and will use criteria including, but not limited to, cost, experience, availability, capacity, references, knowledge of James Island, etc.

Prior to awarding a Contract, the Town Council or Town Administrator may require other additional information to determine the Respondent’s ability to complete the terms of the Contract. Failure to provide this information in a timely manner may result in the Town rejecting the Bid and finding the Respondent non-responsive.

SECTION II. – SUBMITTAL INSTRUCTIONS

Respondents are responsible for examining all solicitation documents, including any Addenda. Any discrepancies in documents should be immediately provided to the designee identified in Section I. above for clarification.

An on-site pre-bid conference will NOT be held.

No allowance will be made for misunderstandings or oversight of the Respondent, after the submittal due date.

Elements of the Submittal must include:

- A) Completed and signed Bid Form
- B) Statement committing to an Affirmative Action and Drug-Free workplace.
- C) A statement that the Respondent, if applicable, will follow appropriate traffic controls and regulations and the latest OSHA safety requirements.
- D) A statement regarding the willingness to obtain or maintain commercial liability insurance in the amount of \$1,000,000 for all work, listing the Town of James Island as an additional insured.
- E) A signed receipt of any Addenda issued.

Bidder shall submit three (3) hardcopies in a sealed envelope, clearly marked with the solicitation number and title as found prior in this RFP. Respondents are responsible for the delivery of submittals prior to the submittal deadline and during the normal Town Hall business hours of 9:00 A.M. to 5:00 P.M., Monday through Friday. Submittals received after the due date may be disqualified.

Submittals are to be mailed to: Town of James Island
 P.O. Box 12240
 Charleston, SC 29422
 Attn: Mayor Brook Lyon

Hand-carried to: Town of James Island
 1122 Dills Bluff Road
 Charleston, SC 29412
 Attn: Mayor Brook Lyon

Submittals received by the bid opening due date will be publicly opened on the date and time specified and read aloud. Only the submittal of the successful Respondent shall be available for public inspection after the award of a contract upon written request. Proprietary or confidential information marked as such in any submittal shall not be disclosed without prior written consent of the Respondent. Manufacturer's part or model numbers, descriptions and cost information, etc. cannot be considered Proprietary.

SECTION III. – GENERAL CONDITIONS:

Addenda: Changes or corrections may be made after the solicitation document is issued and prior to the Proposal Due Date. In such cases, the Town will issue a written Addenda describing the changes. Such Addenda will take precedence over the prior documentation and a signed receipt of Addenda will become part of the required submission documents. The Town is not responsible for any oral instructions.

- Holding Time:* The Respondent agrees that, by responding to this RFB, the Proposal may not be withdrawn for a period of ninety (90) days following the Proposal Opening Date.
- Lawfulness:* All firms or individuals with which the Town of James Island contracts with are required to comply with the laws of any agency of the United States, the State of South Carolina, the County of Charleston, and the Town of James Island. By responding to this RFP, all respondents agree to comply with Federal, State, and Local laws. This includes securing any and all required permits, utility locations, and business licenses to work in the Town of James Island.
- Gratuities:* Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina stated: "It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor or any person associated therewith as an inducement for the award of a Sub-Contract order." All RFP awards made shall conform to applicable South Carolina statutes.
- Prime Contractor:* The Respondent is expected to be the Prime Contractor named in any negotiated contract between the Town and the Respondent because of any award of this solicitation. The Prime Contractor is not an employee of the Town and is expected to be the responsible party regarding elements including, but not limited to, quality, timeliness, responsiveness to residents, cleanliness of worksite, safety, etc.

SECTION IV. – SCOPE OF SERVICES:

1. The Town of James Island requires:
2. Survey to establish limits of the existing drainage easement.
3. Confirmation of utility locations both horizontally and vertically prior to land disturbance. Minimal excavation may be performed solely for exposing the existing utilities.
4. All trees and underbrush to be removed from the easement, including stumps to prevent intrusion into the new culvert.
5. Removal of approximately 136 feet of 12" RCP culvert and installation of a new 15" culvert with a riprap apron at the outfall.
6. All trees, vegetation, structures, and debris are to be removed.
7. Remove any excess dirt not used as fill.
8. Repair of the existing dirt road and hydroseeding of disturbed areas outside the dirt travel way
9. Grade and seed all surrounding disturbed property.

The Contractor shall have the easement limits marked using a licensed surveyor. The Town will communicate with residents to remove any easement encroachments and inform them of the

project.

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Contractor

Signature

Name and Title of Signer

Date

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Name and Title of Signer

Date

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The Town of James Island, 1122 Dills Bluff Road, Charleston, SC 29412
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. Exhibits to this Contract (enumerated as follows):
 - 1. Exhibit A – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - 2. Exhibit B – Certification by Contractor Regarding Non-Segregated Facilities

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **[Legal name of Owner]** (Owner) and **[Legal name of Contractor]** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **[Project Name]** which consists of **[short description of the Work]**.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **[short description of the location of the Site]**.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Drawings.
 - 3. Addenda.
 - 4. Exhibits to this Contract (enumerated as follows):
 - a. Exhibit A – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - b. Exhibit B – Certification by Contractor Regarding Non-Segregated Facilities
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is Johnson, Laschober & Associates, P.C.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. The Work will be substantially complete within 45 days after the Effective Date of the Contract and completed and ready for final payment within 45 days after the Effective Date of the Contract.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$500.00 for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of \$[Contract Price] for all Work.

ARTICLE 6—INSURANCE

6.01 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000

Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. *Commercial General Liability*

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

c. *Automobile Liability*

Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

d. *Excess or Umbrella Liability*

Per Occurrence	\$2,000,000
General Aggregate	\$2,000,000

e. *Contractor's Pollution Liability*

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Engineer’s Status*

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer’s decision, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in

connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.

- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.

- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 4. A list of all pending claims; and
 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take

possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

The Effective Date of the Contract is **[date to be inserted at the time of execution]**.

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

1PW

CECIL CIRCLE CULVERT REPLACEMENT
JAMES ISLAND, SOUTH CAROLINA

09/03/2025
3082.2401

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The Town of James Island, 1122 Dills Bluff Road, Charleston, SC 29412
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. Exhibits to this Contract (enumerated as follows):
 - 1. Exhibit A – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - 2. Exhibit B – Certification by Contractor Regarding Non-Segregated Facilities

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 34,500. ⁰⁰
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date
1	9/26/25

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CECIL CIRCLE CULVERT REPLACEMENT
JAMES ISLAND, SOUTH CAROLINA

09/03/2025
3082.2401

BIDDER hereby submits this Bid as set forth above:

Bidder:

IPW Construction Group, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Bryan H. Rembert, PE

(typed or printed)

Title:

VP Operations

(typed or printed)

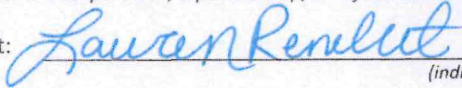
Date:

09/30/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Lauren Rembert

(typed or printed)

Title:

Witness

(typed or printed)

Date:

09/30/2025

(typed or printed)

Address for giving notices:

PO Box 40968, Charleston, SC 29423

Bidder's Contact:

Name:

Jason Bryant

(typed or printed)

Title:

Project Manager

(typed or printed)

Phone:

843-670-6366

Email:

JBryant@ipwco.com

Address:

7623 Dorchester Road

North Charleston, SC 29418

Bidder's Contractor License No.: (if applicable)

G117838

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

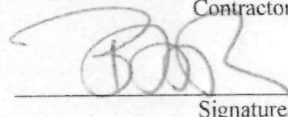
State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

IPW Construction Group, LLC

Contractor


Signature

Bryan H. Rembert, PE - VP Operations

Name and Title of Signer

09/30/2025

Date

CERTIFICATION BY CONTRACTOR

Regarding

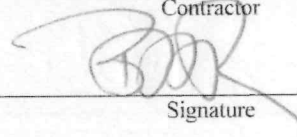
NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

IPW Construction Group, LLC

Contractor



Signature

Bryan H. Rembert, PE - VP Operations

Name and Title of Signer

09/30/2025

Date



IPW Construction Group, LLC
Engineering & Construction Services

September 30, 2025

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

Subject: Evidence of Authorization to Sign – Cecil Circle Culvert Replacement

Dear Mayor Lyon,

Please accept this letter as authorization for our employee, Bryan Rembert, VP of Operations to sign and submit the bid for the Cecil Circle Culvert Replacement (RFB No. 2025-03) on behalf of IPW Construction Group.

If you should have any questions, please feel free to contact me.

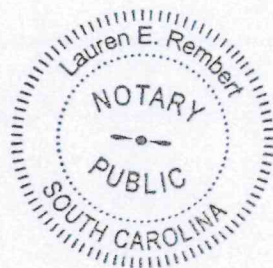
Sincerely,
IPW Construction Group, LLC

Cyrus D. Sinor, P.E.
Member Manager

Witnessed this 30th day of September 2025.

BY:

Notary for the State of South Carolina
My Commission Expires **8/18/2030**



*** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business in their behalf.***

*** THIS LICENSE EXPIRES ON 10/31/2026 ***

VERIFY the **QUALIFYING PARTY** ("Qualifier") name(s) on this license is accurate. If a Qualifier ceases to serve this license, you must notify the board in writing (mail or email) within **15 business days** for your license to remain **Active**. Failure to notify the board of a qualifier loss will result in immediate **license cancellation** and disciplinary action.

BOTH PARTS OF THIS POCKETCARD MUST BE PRESENTED TO CONDUCT BUSINESS AT ALL TIMES. DO NOT TEAR CARD IN HALF.

35
IPW CONSTRUCTION GROUP LLC
PO BOX 40968
CHARLESTON SC 29423

LICENSE#: CLG.117838

South Carolina Department of Labor, Licensing and Regulation

Contractor's Licensing Board

GENERAL CONTRACTOR

IPW CONSTRUCTION GROUP LLC

7623 DORCHESTER ROAD

N CHARLESTON SC 29418

licensed to practice in the 2-letter Classification(s) and Group# listed below:

Building-BD5, Nonstructural Renovation-NR5, Masonry-MS5,
Highway-HY5, Water & Sewer Lines-WL5, Asphalt Paving-AP5,
Concrete Paving-CP5, Bridges-BR5, Grading-GD5, Highway
Incidental-HI5

LICENSE EXPIRATION DATE: 10/31/2026

(If this license has "Limited Building-LB", work limited to 3 stories in height)

GENERAL CONTRACTOR

LICENSE#: CLG.117838

IPW CONSTRUCTION GROUP LLC

Initial Issue Date: 03/04/2013 - Expiration Date: 10/31/2026

Qualifier(s): MR CYRUS D SINOR

License Group# Limitations - \$ Amount Per Job/Project (i.e. BD"2"):

Group #1 - \$100,000 Group #2 - \$400,000 Group #3 - \$1,000,000

Group #4 - \$3,000,000 Group #5 - \$Unlimited

Mr. Cyrus D. Sinor
Board Member

WARNING - THIS DOCUMENT CONTAINS SECURITY FEATURES LISTED ON REVERSE SIDE

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.117838

IPW CONSTRUCTION GROUP LLC

7623 DORCHESTER ROAD

N CHARLESTON SC 29418

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

for each Classification and Group Limitation listed below:

(If this license has a "Limited Building-LB" classification, work is limited to 3 stories in height)

**Building-BD5, Nonstructural Renovation-NR5, Masonry-MS5, Highway-HY5, Water &
Sewer Lines-WL5, Asphalt Paving-AP5, Concrete Paving-CP5, Bridges-BR5, Grading-
GD5, Highway Incidental-HI5**

LICENSE NUMBER: CLG.117838

Initial License Date: 03/04/2013

EXPIRATION DATE: 10/31/2026

Qualifying Party(s): MR CYRUS D SINOR

Group Limitation Amounts Per Job (i.e. BD"2"):

Group #1 - \$100,000 Group #4 - \$3,000,000

Group #2 - \$400,000 Group #5 - \$Unlimited

Group #3 - \$1,000,000

Mr. Cyrus D. Sinor
Board Member

*** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business in their behalf.***



South Carolina
Department of Transportation

Division of Minority and Small Business Affairs
803-737-1717 | 803-737-2021 Fax

May 13, 2025

Mr. Cyrus D. Sinor
IPW Construction Group, LLC
Post Office Box 40968
Charleston, South Carolina 29423

RE: Letter of Continued Eligibility - DBE

Dear Mr. Sinor:

This is to inform you that we have received the required documentation from your firm pursuant to DBE Federal Regulations.

Upon careful review and evaluation of the information provided, it has been determined that your firm continues to meet the eligibility standards described in Federal Regulation 49 CFR Part 26 (Subparts D and E). Therefore, your firm is approved for continued participation with the DBE Program in the following eligible area(s) of work:

IPW Construction Group, LLC
Post Office Box 40968
Charleston, SC 29423
Contact: Mr. Cyrus D. Sinor
(843)308-0524
Web: www.ipwccg.com

Eligible Area(s) of Work: Highway Paving - Asphalt, Concrete, Building, Grading, Highway Incidentals, Engineering and General Contracting, Electrical and Plumbing Contractors; Bridge Site Work, Bridge Concrete, Marine Pier Carpentry, Boat Landing Concrete & Grading; Surveying, Certified Value Specialist (CVS), Subsurface Utility Engineering (SUE) and Utility Coordination

The above Eligible Areas of Work are matched to the following most relevant NAICS Codes. While these codes may list multiple types of work, your firm is only approved for participation in the above area(s) of work.

<u>NAICS</u>	<u>DESCRIPTION</u>
236220	Commercial and Institutional Building Construction
238110	Poured Concrete Foundation and Structure
238210	Electrical Contractors and Other Wiring Installation Contractors
238220	Plumbing, Heating, and Air-Conditioning Contractors
238310	Drywall and Insulation Contractors
238910	Site Preparation Contractors
541330	Engineering Services
541370	Surveying and Mapping (except Geophysical) Services

Your next annual update is due on **3/1/2026**. Prior to that date, the Department will notify you of your firm's update requirements. **You must report to this office any changes in ownership, management, control, and location of your firm within thirty (30) calendar days of those changes.**

If we may be of further assistance, please contact Delicia Wingard, DBE Certification Program Manager, at 803-737-4449.

Sincerely,

Barbara D. Beagles

Barbara D. Beagles
Director of Civil Rights Programs
Minority & Small Business Affairs

BDB:nb
File: DBE-NewLOCE

Post Office Box 191
955 Park Street, Room 104
Columbia, SC 29202-0191



www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)



IPW Construction Group, LLC
Engineering & Construction Services

October 1, 2025

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

Subject: Cecil Circle Culvert Replacement

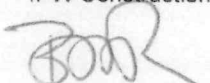
Dear Mayor Lyon,

Please see IPW Construction Group's below statements regarding our commitment to an Affirmative Action and Drug-Free workplace, adherence to traffic control and OSHA guidelines, and compliance with insurance requirements.

1. IPW Construction Group, LLC is an Equal Opportunity/Affirmative Action employer. All applicants receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age (40 years and older), disability, or protected Veteran status.
2. IPW Construction Group, LLC commits to the adherence of the latest OSHA safety requirements and when applicable, follows appropriate traffic control regulations.
3. IPW Construction Group, LLC maintains commercial liability insurance in the amount of \$1,000,000 as well as policies for automobile liability, umbrella liability, and workers compensation. Please see IPW's standard insurance policy attached. If awarded, IPW will issue a certificate to the Town of James Island listing them as additionally insured and referencing the Cecil Circle Culvert Replacement project.

If you should have any questions, please feel free to contact me.

Sincerely,
IPW Construction Group, LLC



Bryan H. Rembert, PE
VP of Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Processing
Brown & Brown Insurance Services, Inc.	PHONE (A/C, Ho, Ext): (843) 572-4567
7515 Northside Dr., Suite 150	FAX (A/C, No):
North Charleston SC 29420	E-MAIL ADDRESS: 285.Certificates@bbrown.com
INSURED	INSURER(S) AFFORDING COVERAGE
IPW Construction Group LLC	INSURER A: Massachusetts Bay Insurance Company
Po Box 40968	INSURER B: Allmerica Financial Benefit Insurance Company
North Charleston SC 29423	INSURER C: The Hanover Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 25/26 MASTER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	ZD6J739016	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Cyber Media Liability \$ 50,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AW6J729899	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	UH6J73901800	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WD6J771128	08/01/2025	08/01/2026	Leased/rented from other 260,000 Deductible 500
A	Inland Marine Contractors Equipment			ZD6J739016	06/01/2025	06/01/2026	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job # RFQ 2025-09 On Call Electrical Contractor Services Job Type: RFQ 2025-09 On Call Electrical Contractor Services]
Town of Hilton Head Island is included as Additional Insured with respect to the General Liability for Ongoing Operations per form CG2010 0413 & Completed Operations per form CG2037 0413 when required by a written contract or agreement; coverage applies on a Primary Noncontributory basis per form 4212915 0615, and with respect to the auto liability per form 4610478 1212. A Waiver of Subrogation applies in their favor with respect to the GL per form 4212915 0615 & with respect to the Work Comp per form WC000313 0484 when required by written contract or agreement. GL Aggregate applies per project per form 4212918 0615. The umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G. A. W.

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RFB 2025-03 Cecil Circle Storm Drain Replacement

Response to Questions

Q1. The trees next to the ditch are marked with flags to leave them there. In an event where the minimal excavation will affect one or two trees in the area. Would it be acceptable to one remove one or two trees?

A1. The trees which are to be removed are shown in drawing CD101. No other trees shall be removed without the Owner's approval.

Q2. The 12-in culvert that is currently in place has an uphill grade then reverts back down to a downhill grade. We will be able to install the new culvert with a proper grade to ensure the entire slope will remain downhill. However, does the city have a distance of how high they want the culvert to be in the ditch? That measurement would be. From the bottom of the ditch. If the city would like to leave that decision up to the contractor when the time comes that is acceptable.

A2. See drawing C-102

Q3. Within the city's scope of work there was a request to utilize a surveyor to establish current existing drainage easement limits. The culvert is currently straight piped from the residential ditch to the overflow ditch. Using a simple stick and poke method I was able to find the edge of the existing limit that is supposed to be draining into the current overflow ditch. With regards to that information, would the city accept a change request to not having to use a surveyor?

A3. The bid should be submitted in accordance with the Request for Bids (RFB) as advertised.

Q4. In an event that there is a utility in the way of the culvert running to the ditch. Will the town/county be responsible for that? Including: reconfiguration of the utility to have the gravity fed culvert pipe path take priority.

A.4 Refer to Article 11-Differing Subsurface Conditions of the RFB.





AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

IPW Construction Group, LLC
7623 Dorchester Road
North Charleston, SC 29418

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

OWNER:

(Name, legal status and address)

Town of James Island
1122 Dills Bluff Road
Charleston, SC 29414

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)

Cecil Circle Culvert Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:
2025-03

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of October, 2025

Lauren Kenel
(Witness)

Edith P. Forsberg
(Witness) Edith Forsberg

IPW Construction Group, LLC

(Principal)

(Seal)

(Title)

Bryan H. Kember, PE - VP Operations
RLI Insurance Company

(Surety)

(Title) C. Wayne McCarthy, Attorney-in-Fact



Init.

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POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

C. Wayne McCartha, Raymond E. Cobb Jr., M. Kathryn McCartha-Powers, jointly or severally

in the City of Columbia, State of South Carolina its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 1st day of November, 2017.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 1st day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 2nd day of October, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson Corporate Secretary

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The Town of James Island, 1122 Dills Bluff Road, Charleston, SC 29412
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. Exhibits to this Contract (enumerated as follows):
 - 1. Exhibit A – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - 2. Exhibit B – Certification by Contractor Regarding Non-Segregated Facilities

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 38,460
--------------------	-----------

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
N/A	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CECIL CIRCLE CULVERT REPLACEMENT
JAMES ISLAND, SOUTH CAROLINA

09/03/2025
3082.2401

BIDDER hereby submits this Bid as set forth above:

Bidder:

J. Evans Services

(typed or printed name of organization)

By: Joshua D. Evans
(individual's signature)

Name: Joshua D. Evans
(typed or printed)

Title: Owner/Operator
(typed or printed)

Date: 10-1-25
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: NA
(individual's signature)

Name: NA
(typed or printed)

Title: NA
(typed or printed)

Date: NA
(typed or printed)

Address for giving notices:

655 Schooner Rd.
Chas SC 29412

Bidder's Contact:

Name: Joshua D. Evans
(typed or printed)

Title: Owner/Operator
(typed or printed)

Phone: 843-452-0204

Email: jdevanssdc@gmail.com

Address: 655 Schooner Rd
Chas SC 29412

Bidder's Contractor License No.: (if applicable) CLG-118075

J. Evans Services, LLC.

655 Schooner Rd.

Charleston, SC 29412

Josh Evans (843)-452-0204

Bid Attachments:

- A. No Subcontractors
- B. Proposed Suppliers:
 - a. CP&P/ Knights Concrete- Storm Drain and Pipe
 - b. Site One- Fabric, Seed, Misc Job Material, etc...
 - c. OL Thompson- Road Fill Dirt
 - d. Carver- Granite 57 base/ Rip Rap
- C. State Requirements All Accepted and Approved
- D. Contractor License Number: CLG.118075
- E. Bidder Qualification Statement- TOJI Preferred Vendor

Owner/ Operator:

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

J. Evans Services

Contractor

Joshua D. Evans

Signature

Joshua D. Evans / Owner

Name and Title of Signer

10-1-25

Date

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

J. Evans Services

Contractor

J. Evans

Signature

Joshua D. Evans / Owner

Name and Title of Signer

10-1-25

Date

CECIL CIRCLE CULVERT REPLACEMENT
JAMES ISLAND, SOUTH CAROLINA

09/03/2025
3082.2401

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The Town of James Island, 1122 Dills Bluff Road, Charleston, SC 29412
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. Exhibits to this Contract (enumerated as follows):
 1. Exhibit A – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 2. Exhibit B – Certification by Contractor Regarding Non-Segregated Facilities

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 1. Lump Sum Price (Single Lump Sum)

THIRTY TWO THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND NO CENTS Lump Sum Bid Price	\$32,765.00
--	-------------

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

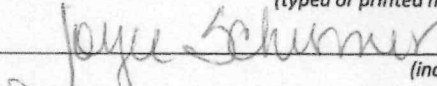
BIDDER hereby submits this Bid as set forth above:

Bidder:

LANDSCAPE PAVERS LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

JOYCE SCHIRMER

(typed or printed)

Title:

MG MEMBER

(typed or printed)

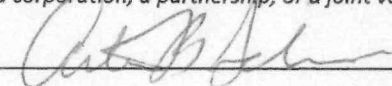
Date:

10-2-25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

ARTHUR B SCHIRMER, III

(typed or printed)

Title:

MEMBER

(typed or printed)

Date:

10-2-25

(typed or printed)

Address for giving notices:

PO BOX 31832

CHARLESTON, S.C. 29417

Bidder's Contact:

Name:

JOYCE SCHIRMER

(typed or printed)

Title:

MG MEMBER

(typed or printed)

Phone:

843-296-8725

Email:

JSCHIRMER@LANDSCAPEPAVERS.COM

Address:

PO BOX 31832

CHARLESTON, S.C. 29417

Bidder's Contractor License No.: (if applicable) G108010

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

LANDSCAPE PAVERS LLC

Contractor

Joyce Schirmer
Signature

JOYCE SCHIRMER, MG MEMBER

Name and Title of Signer

10-2-25

Date

**Certification regarding Debarment, Suspension,
Ineligibility, and Voluntary exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

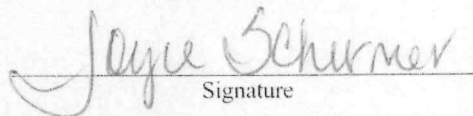
State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

LANDSCAPE PAVERS LLC

Contractor


Signature

JOYCE SCHIRMER, MG MEMBER

Name and Title of Signer

10-2-25

Date



POST OFFICE BOX 31832
CHARLESTON, S.C. 29417

TEL: 843/766-2363 • FAX: 843/766-2226
www.landscapedpavers.com

Ref: CECIL CIRCLE CULVERT REPLACEMENT
JAMES ISLAND, SOUTH CAROLINA

OCT. 2, 2025

LANDSCAPE PAVERS LLC WILL SELF PERFORM CONTRACT

SUPPLIERS: FERGUSON
 FORTILINE
 WHITE CAP LLC
 HLA, INC

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.108010

LANDSCAPE PAVERS LLC
1537 ASHLEY RIVER ROAD
CHARLESTON SC 29407

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

for each Classification and Group Limitation listed below

(If this license has a "Limited Building LB" Classification, work is limited to 3 stories in height)

Highway-HY5, Marine-MR5, Concrete-CT5, Water & Sewer Lines-WL5

LICENSE NUMBER: CLG.108010

Initial License Date: 02/24/2003

EXPIRATION DATE: 10/31/2026

Qualifying Party(s): ARTHUR BONNELL SCHIRMER III

Group Limitation Amounts Per Job (i.e. BD"2")
Group #1 - \$100,000
Group #2 - \$3,000,000
Group #3 - \$400,000
Group #4 - \$1,000,000
Group #5 - \$Unlimited

*** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business on their behalf. ***



Certificate of Eligibility

granted to

Landscape Pavers LLC

*It has been determined that the firm listed above has met
all federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26)
and is thereby eligible to participate in the Small Business Enterprise program
in the State of South Carolina.*

Area of Work:

Water and Sewer Line Construction Highway Streets Bridge Construction and Site
Preparation

NAICS:

238110, 237110, 238910, 237310

Issue Date: 3/6/2013

Aulene Prince

*Director of Business Development & Special Programs
South Carolina Department of Transportation*

Office of Business Development & Special Programs
955 Park St, Rm 117, Columbia, South Carolina 29202
Phone (803) 737-1372, Fax (803) 737-2021, www.scdot.org





LANDPAV-01

BROOKSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 4400 Leads Avenue Suite 470 Charleston, SC 29405	CONTACT NAME: Sue Brooks	
	PHONE (A/C, No, Ext): (843) 553-7110 FAX (A/C, No):	
	E-MAIL ADDRESS: Sue.Brooks@ioausa.com	
INSURED Landscape Pavers, LLC 1537 Ashley River Rd Charleston, SC 29407	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Trust Insurance Company	20141
	INSURER B: FCCI Insurance Company	10178
	INSURER C: The Hanover Insurance Company	22292
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP10003246106	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA10003246206	11/3/2024	11/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10003246306	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC010006288105	11/3/2024	11/3/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater		IH6D042349	11/3/2024	11/3/2025	Rented / Leased 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

L RB

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The Town of James Island, 1122 Dills Bluff Road, Charleston, SC 29412
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. Exhibits to this Contract (enumerated as follows):
 - 1. Exhibit A – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - 2. Exhibit B – Certification by Contractor Regarding Non-Segregated Facilities

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 43,300.00
--------------------	--------------

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

BIDDER hereby submits this Bid as set forth above:

Bidder:

LRB Site Prep & Hauling

By: _____
(typed or printed name of organization)
By: Lizann Bonnette
(individual's signature)
Name: Lizann Bonnette
(typed or printed)
Title: Owner
(typed or printed)
Date: 10/01/2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Date: _____
(typed or printed)

Address for giving notices:

PO Box 157 Blackville, SC, 29817

Bidder's Contact:

Name: Lizann Bonnette
(typed or printed)
Title: Owner
(typed or printed)
Phone: 803-671-3038
Email: LRBWork23@gmail.com
Address: 22646 Hwy 3 Blackville, SC, 29817

Bidder's Contractor License No.: (if applicable) _____

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.


State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

LRB Site Prep & Hauling

Contractor


Signature

Lizann Bonnette, Owner

Name and Title of Signer

10/01/2025

Date

CERTIFICATION BY CONTRACTOR

Regarding

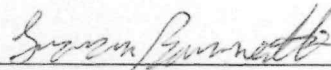
NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

LRB Site Prep & Hauling

Contractor



Signature

Lizann Bonnette

Name and Title of Signer

10/01/2025

Date

The Effective Date of the Contract is [date to be inserted at the time of execution].

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____
(Agreement.)

Contractor:

LRB Site Prep & Hauling

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Lizann Bonnette
(typed or printed)

Title: Owner
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

PO Box 157 Blackville, SC, 29817

Designated Representative:

Name: Lizann Bonnette
(typed or printed)

Title: Owner
(typed or printed)

Address: 22646 Hwy 3 Blackville, SC, 29817

Phone: 803-671-3038

Email: LRBWork23@gmail.com

License No.: _____
(where applicable)

State: South Carolina

**Small & Minority Business
Contracting
& Certification**

Certificate of Woman-Owned Business

LRB SITE PREP & HAULING

located at

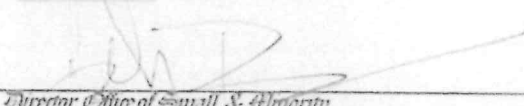
BLACKVILLE, SOUTH CAROLINA

has been determined to be a

woman-owned business operating in

the State of South Carolina




Director, Office of Small & Minority
Business Contracting & Certification

Certification Number: 20242

Date: JANUARY 18, 2024

Expiration Date: JANUARY 31, 2029

TOWN OF JAMES ISLAND, SC

ADVISORY COUNCIL APPLICATION



Name: Julia Drayton-Crumblin		
Address: 3237 Ben Watson Ct		
Telephone #: 843-437-7906		
Home:	Work:	Cell: 843-437-7906
Email Address: juliadrayton.crumblin@gmail.com		

Advisory Council: Neighborhood Council
--

Educational Background, Work or Life Experience Related to Your Interest:

BA in Criminal Justice; minor social work
Owner of Picking Up The Pieces Enrichment Program
Community Advocate

If you are not selected to serve on this Advisory Council, please list other areas where you would like to serve:

Signature: _____

A handwritten signature in black ink, appearing to be 'J. H. Lee', written over a horizontal line.

Date: 09/26/2025

Appointments are made by Town Council for two (2) year terms

Thank you for your interest in serving the Town of James Island



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 2025; 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, 2025, AS

NATIONAL COLONIAL HERITAGE MONTH

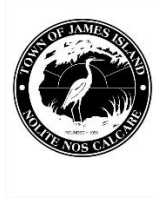
In the Town of James Island, South Carolina, and encourage all citizens of the Town of James Island, to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship, in order to help preserve our rich culture and heritage with deep respect for the principles 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 16 day of October 2025.

Brook Lyon
Mayor

ATTEST

Frances Simmons
Town Clerk



Proclamation in Honor of Colonel Scott Remington

WHEREAS, the future of our community, our state, and our nation depends on providing a high-quality education to all students; and

WHEREAS, a great teacher can inspire curiosity, instill confidence, and empower students to believe in their own potential to achieve anything; and

WHEREAS, Colonel Scott Remington, JROTC instructor at James Island Charter High School has demonstrated exceptional dedication and an unwavering commitment to the success and well-being of every student he taught; and

WHEREAS, Colonel Remington has consistently gone above and beyond the standard call of duty by impacting his students lives by instilling self-confidence, mental health and discipline; and

WHEREAS, Colonel Remington's profound impact is seen in countless students who have become more engaged learners, more confident individuals, and more compassionate community members because of his guidance;

NOW, THEREFORE, be it resolved that I, Mayor Brook Lyon, and the members of the James Island Town Council do hereby acknowledge and celebrate Colonel Scott Remington as an extraordinary educator.

Mayor Brook Lyon

ATTEST

Frances Simmons, Town Clerk

In Council duly Assembled, October 16, 2025

Project Background

- The lease for the Charleston County Library building was not renewed.
- The town conducted a **community survey** to identify desired activities for a new arts center.
- Staff visited similar facilities (Goose Creek, Spring Island, North Charleston) to gather insights.
- Selection of a **design/build contractor** would allow expedited execution of the project and better cost control.



Key Milestones

- **Fall 2024:** Tours of similar facilities and consultation with facility users and operators.
- **Dec 19, 2024:** Rezoning of 1129 Hillman Road approved
- **Jan 16, 2025:** \$84,000 grant approved; RFP consultant hired
- **Mar–May 2025:** Schematic design developed and refined
- **Jun 1, 2025:** RFP advertised
- **Jul 10, 2025:** Four proposals received
- **Aug 5–6, 2025:** Interviews conducted
- **Aug 21, 2025:** Contract awarded to **Ferrara Buist**



The blue dates indicate town council meetings with public input.

Proposers

- **Charles Blanchard Construction**
- **Ferrara Buist**
- **Spratlin & Son**
- **Trident Construction**



Ferrara Buist Highlights

- Agreed to meet the budget and schedule required by the town
- Based in North Charleston PeeDee
- 15–20 projects/year; 7–10 in Charleston area
- 2,500 trade partners (150 exclusive)
- Strong track record with local partners and budget adherence
- Pre-purchase of materials and long-lead items
- Partnered with **Barrier Island Engineering** (Locally owned firm on James Island) who presented a plan to accelerate permitting
- Architect previously led North Charleston Community Center project



It seems appropriate to discuss the virtues of FB rather than what the short comings of the other proposers.

Path Forward

- Design of the project is just beginning.
- There will be multiple opportunities for public input.
- The town is re-scheduling the Art Council.
- We have heard from many residents that are excited about the project.



We have been working hard to get the project started but now is the time to schedule some public input meetings. We have asked the contractor will help with this.



Opportunity Calls Everyone
FAMILY DEVELOPMENT CENTER

Summer Camp and Battle of Camps Initiative

About Us

Who We Are

- OCE is a Community rooted non profit serving our youth, young adults, families, and couples
 - We equip the next generation with life skills, education enrichment, mentorship, and safe spaces.
- Our Programs build confidence, resilience, leadership, and community pride.

Mission & Vision

Mission:

To provide youth and young adults, families, and couples with holistic programs, resources, and guidance that help navigate life's challenges, prevent risky behaviors, and offer tools and experiences they need to build life skills, character, and strong healthy relationships.

Vision:

A future where every youth reaches their full potential, families flourish with resilience, and couples are supported and empowered to build strong, healthy, lasting relationships that create generational impact.

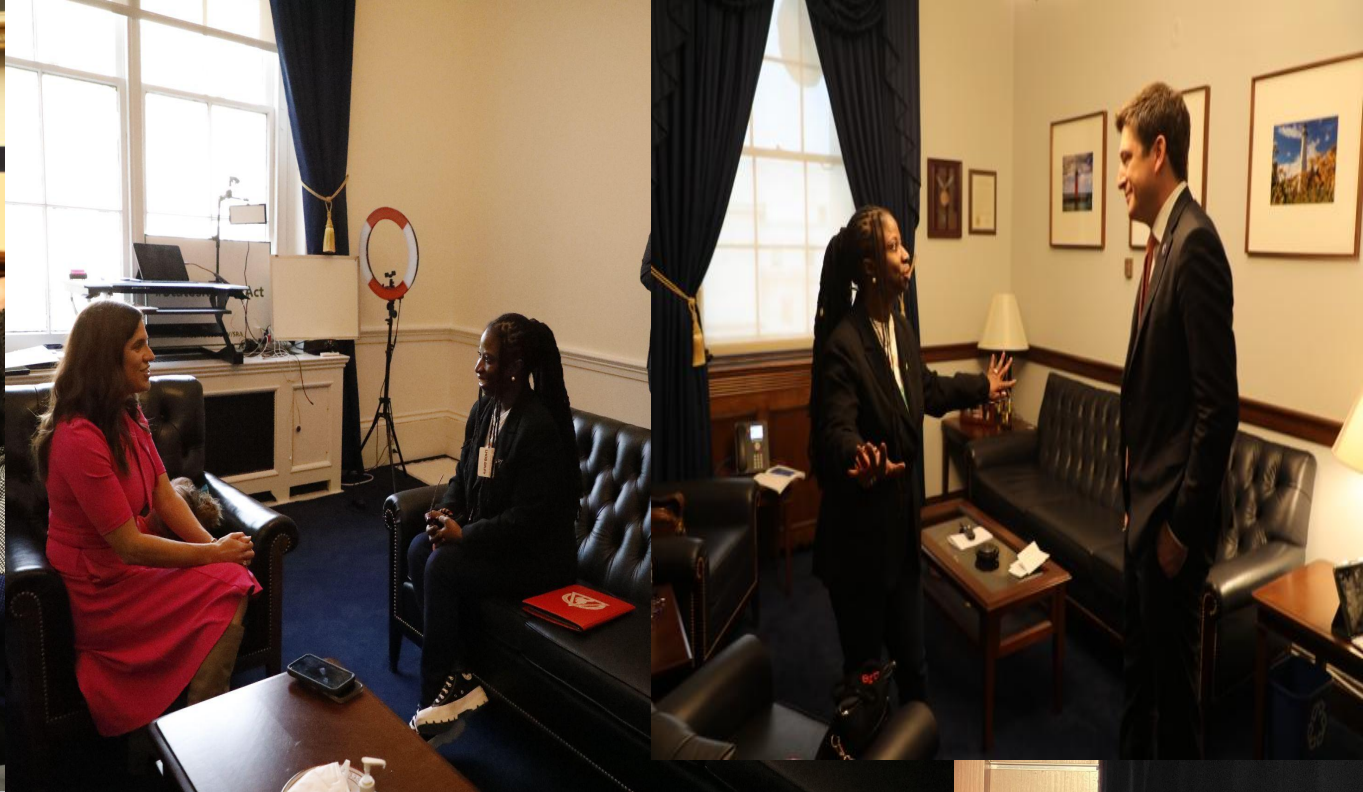
Founder & CEO Spotlight

Meet the Visionary Behind OCE

Denise Ladson Johnson - Founder & CEO

Devoted of Wife of 21years & Mother of Three Children

- Bachelor's Social Work - Benedict College
- Masters Biblical Counseling - Luther Rice Seminary
- Elected and Served 1 Term on the **Disciplinary Board at James island Charter High School**
 - Two Year Head Girls Basketball Coach for Fort Johnson Middle School
 - Spring 22 Cohort Graduate **Lowcountry Local First**
 - Fall 21 Cohort Graduate **YWCA 360 Women Entrepreneur**
- **First from James Island to Testify as a Congressional Witness in Washington DC at Capitol Hill before Congress Dec 2022**
 - Served on the Tim Scott Parent Choice Panel
- **ACRES Coach AfterSchool Coaching For Reflective Educators in STEM (sponsors NSF & Maine Mathematics)**
 - **2022 SC Afterschool Alliance Grant Recipient**
 - SC Education Trust Grant Vendor
 - SC Department Education Vendor
 - Spring 2025 Nasdaq Entrepreneurial Center Milestone Circle
- Two Time Feature at TimesSquare Billboard in New York 2022 & 2025
 - Independent Women Network Charleston Chapter Leader
- Many News Outlets, Radio Interviews, Newspaper, Magazines, and Newsletter HITS
 - Community Awards & Recognition



Summer Camp History

- First summer program developed in 2017 on James Island
- First Summer Program to have had the Town support in summer of 2022
- Many obstacles identified, resources and needs clarified, access to quality space and ability to handle large number of kids
- Town provided assistance again in summer 2023, 2024, & 2025 – all of the needs identified in previous summer were resolved, access to space at Camp Road Middle School 2023, Harborview Elementary 2024, and 2025 James Island Elementary planning for all aspects from on site enrichment providers, snacks, transportation to field trips, and T-shirts.
- Main focus areas included in-house enrichment activities, field trips, education, and character building skills daily.



Program Overview

- **O. C. E. Summer Enrichment Day Camp is a six-week summer enrichment day camp a structured, engaging program designed to provide children ages 7-15 with educational, recreational, and social development activities in a safe and nurturing environment. Our camp fosters creativity, academic retention, leadership skills, and social engagement through structured activities, field trips, hands-on learning experiences, and community guest speakers**

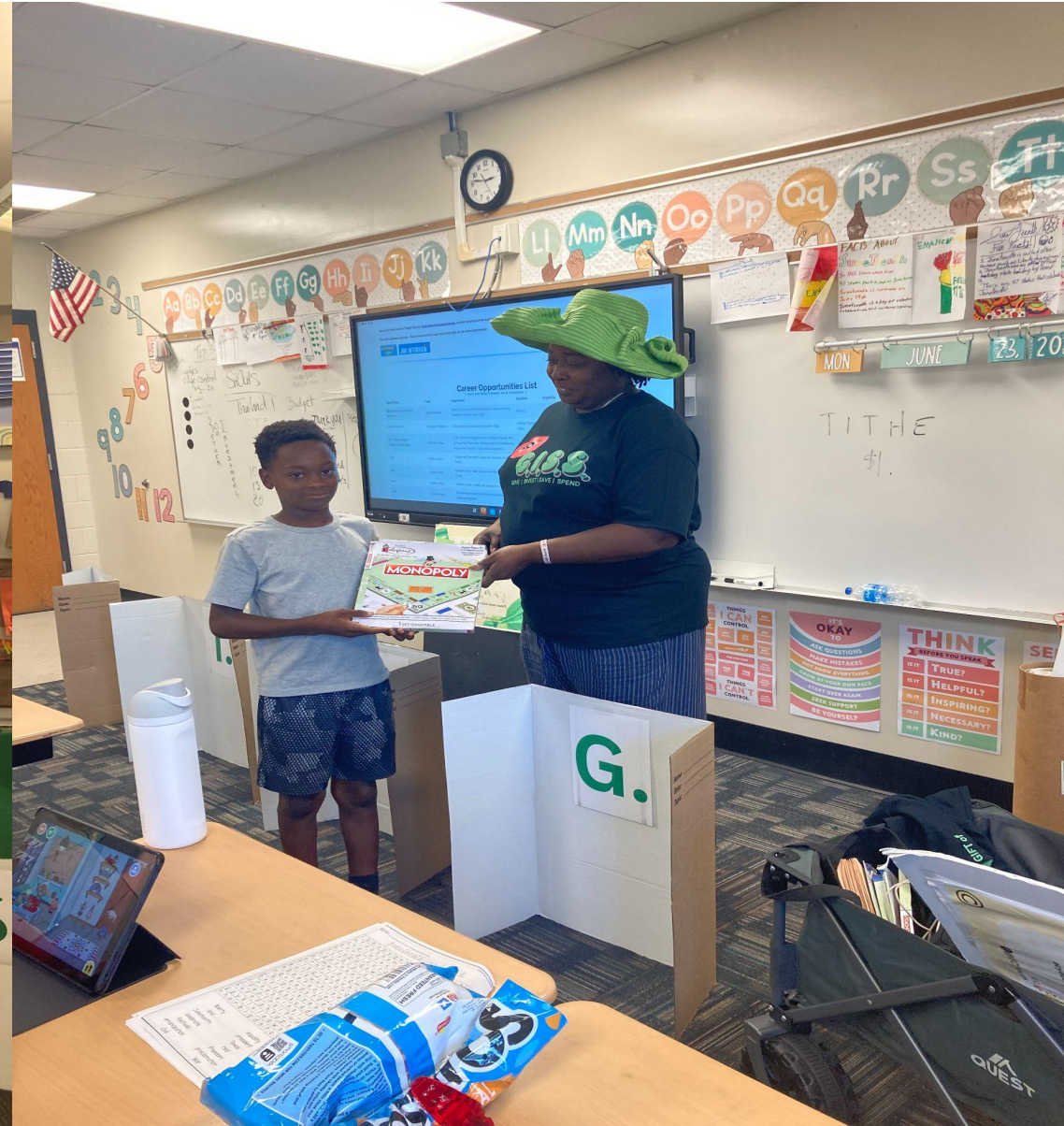
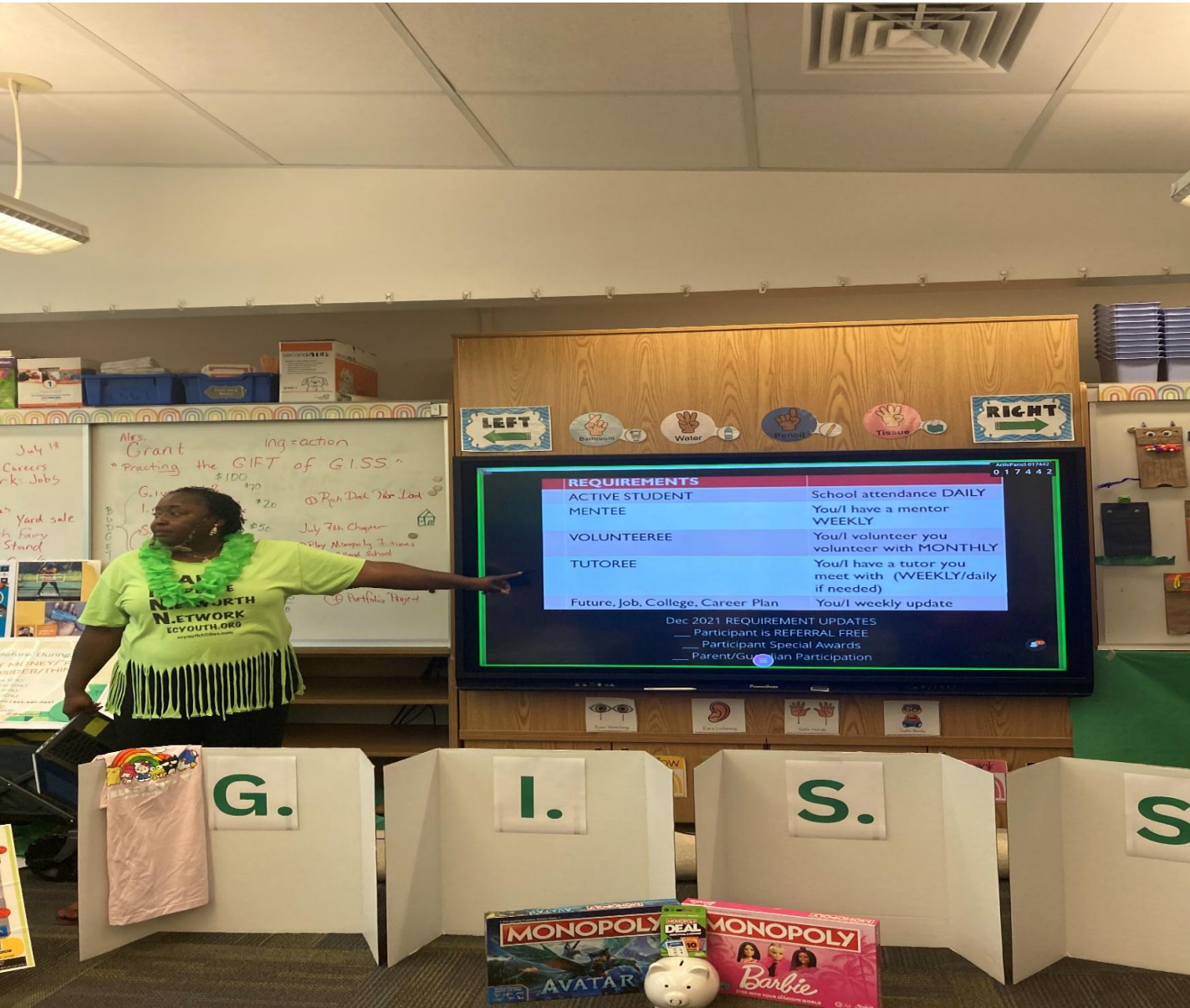


Program Goals & Objectives

- Provide a **safe and structured** summer environment for children.
- Offer **academic enrichment** to support learning retention.
- Promote **physical activity and healthy lifestyles** through sports and outdoor activities we have hosted twice .
- Foster **social-emotional growth** with mentorship and team-building exercises.
- Engage children in **arts, STEM, and creative projects** with the help of Community Partners. .
- To provide a safe and fun environment where children can build friendships and confidence.

Community Partner Weekly Session

FINANCIAL LITERACY



College of Charleston Grice Marine Lab



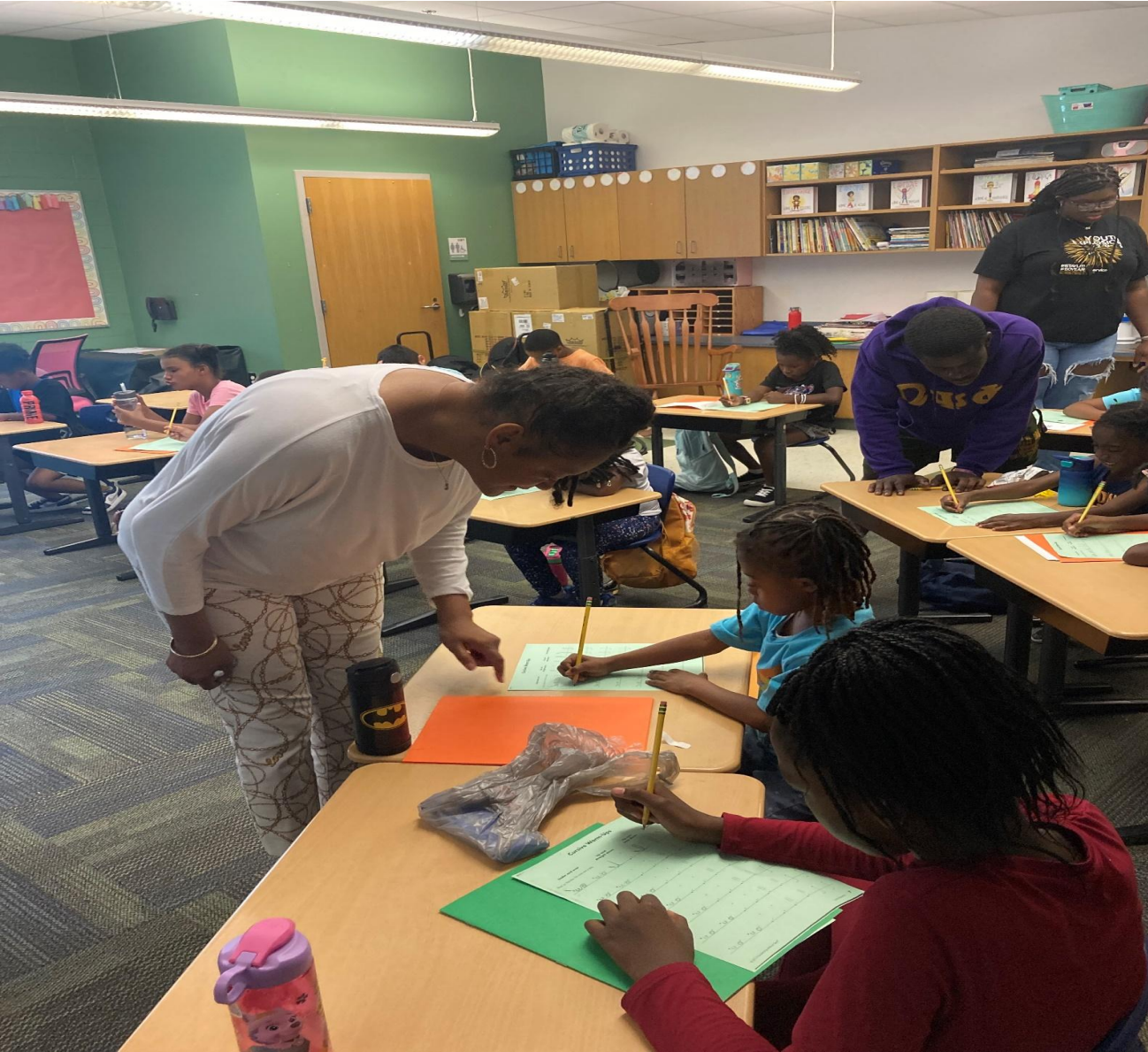
College of Charleston Halsey Institute of Contemporary Art



Goals & Objectives

- Enhance literacy and mathematics skills through engaging activities.
- Promote social-emotional learning and teamwork.
- Provide exposure to STEM education through hands-on projects.
- Encourage healthy habits through physical activities and nutrition education.
- Foster a sense of community and leadership among participants.

Pencil Pathing Writing Tutoring



Mobile Project STEM Events Naval Base



Community Partner Enrichment Appearance

Drum Session



Funding & Sustainability

Funding for the past eight years has been sustainable but with two of our major funders The National Science Foundation and The Town James Island not being able to support us in the capacity in as they did in the past at this moment we have unforeseen sight regarding whether or not we will raise enough funds or obtain grants that will help sustain our 2026 Summer Camp Operational Budget to host a much needed affordable summer camp for our community in 2026. We have a plan in place that we are looking forward to implementing before the Summer Camp Session begins in June 2026. Please take in consideration in supporting our Organization through donations, sponsorships, volunteering, forwarding resources, and Fundraising ideas we would greatly appreciate. Thank you

- Grants and corporate sponsorships
- Community donations
- Parent contributions on a sliding scale
- Fundraising initiatives

Community Partner Weekly Community Guest Appearance



Martial Art Group Session



DAE Foundation Basketball Workshops



Weekly Enrichment Field Trips





Expected Outcomes

- **45 children** served over this summer. 35 of those campers were residents of James Island and attend schools on James Island
- **150 + children** served over the 8^{years of} summer in which 85% of those campers are residents of James Island.
- **Community Partner Vision Learn** Provided Free eye exams and glasses to 18 campers this summer.
- **Increase in literacy and math skills** through daily enrichment sessions.
- **Reduced summer learning loss**, keeping students engaged in education.
- **Stronger social skills** and positive peer interactions.
- **Support for working families** by providing a structured safe affordable summer camp option.

Community Impact

- Youth Empowerment – Children develop leadership, teamwork, and problem-solving skills.
- Crime Prevention – Keeps youth engaged in positive activities, reducing risky behaviors.
- Economic Benefits – Creates jobs for local youth and vendors.
- Parental Support – Assists working families by offering a reliable childcare solution.
 - Improved academic skills and confidence in learning.
 - Increased physical activity and healthy habits.
 - Development of leadership and teamwork abilities.
 - Strengthened community connections and parent engagement.
 - Community Service Projects

Community Service Project with Bundles of Joy-Diaper Bank of the Lowcountry



Community Partners Support Matters

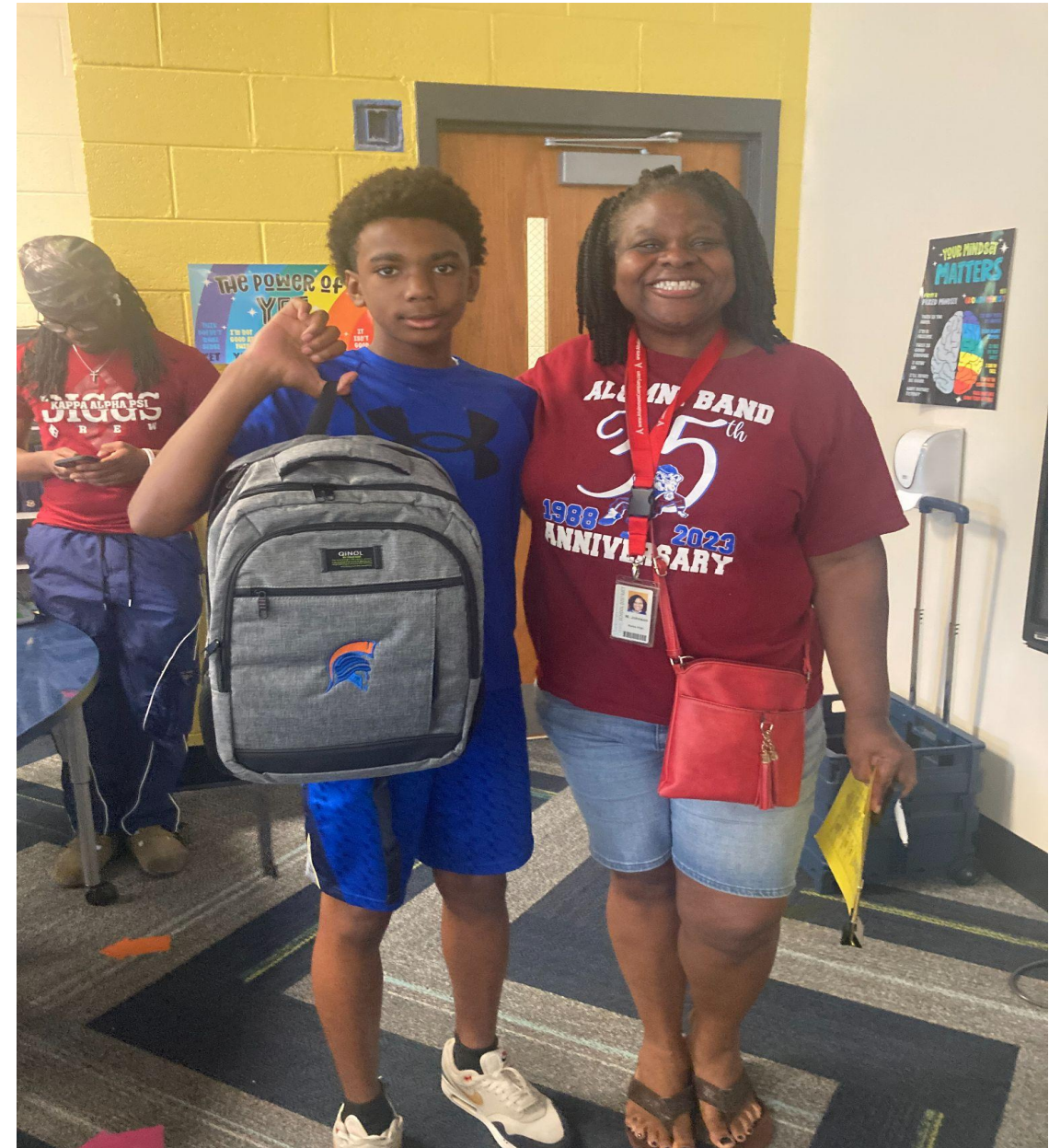


Evaluation & Assessment

We will measure success through:

- Pre- and post-camp assessments in literacy and math.
- Surveys from parents, children, and staff.
- Observational data on social skills and teamwork development.
- Attendance and participation tracking.

We provide School Supplies & Bookbags to every Camper at the End of Summer Camp along with prizes sponsor by Library from the Summer Reading Program



Our Annual Battle of The Camps



Conclusion

- The **Summer Enrichment Day Camp** by **Opportunity Calls Everyone Family Development Center** will provide children with a fun, engaging, and educational experience during the summer. This program will equip them with essential skills while creating lasting memories and friendships. This is a valuable initiative designed to bridge the summer learning gap while providing students a safe and fun environment. Investing in this program can positively impact the lives of children and families in our community. We appreciate your support in making this vision a reality.

Please visit our Website Ocefamily.org

email us at: Ocefamilyinfo@gmail.com

call us at : 843-568-5589

We accept all forms of donation via Paypal, Apple pay, Cashapp & Cash donations





RESOLUTION NO. 2025-14

STATE OF SOUTH CAROLINA)	A RESOLUTION TO SUPPORT PLANS
)	TO WORK WITH WAKEUP CAROLINA
COUNTY OF CHARLESTON)	TO SECURE GRANT FUNDING FROM
)	THE OPIOD RECOVERY FUND BOARD
TOWN OF JAMES ISLAND)	

WHEREAS, the Town of James Island is committed to providing the necessary resources and support to help address and remediate the impact of the opioid epidemic; and

WHEREAS, WakeUp Carolina is a South Carolina Non-Profit Corporation dedicated to organizing recovery-focused advocacy activities, carrying out recovery-focused community education and outreach programs, and providing peer-based recovery support services; and

WHEREAS, the Town is eligible to apply for funds allocated from settlement agreements received by the State of South Carolina in opioid litigation and distributed by the South Carolina Opioid Recovery Fund Board; and

WHEREAS, the Town and WakeUp Carolina desire to partner together to provide for the treatment and prevention of opioid use disorder in the Town of James Island; and

WHEREAS, the Town desires to work with WakeUp Carolina to apply for funding from the Opioid Recovery Fund Board.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of James Island approves the Town working with WakeUp Carolina to apply for funding from the Opioid Recovery Fund Board with the plans to partner together to provide for the treatment and prevention of opioid use disorder in the Town of James Island.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION.

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2025.

Brook Lyon, Mayor
Town of James Island

ATTEST:

Frances Simmons
Town Clerk

_____, 2025

Adopted at Council meeting: _____, 2025

A RESOLUTION TO RENAME PINCKNEY PARK TO "SIMEON PINCKNEY PARK"

WHEREAS, historic records indicate the property located at 461 Fort Johnson Road has been in the Pinckney family for generations; and

WHEREAS, the Town of James Island has acquired 7.37 acres of property located at 461 Fort Johnson Road, in the Town of James Island, to be used as a passive park for the enjoyment of all citizens; and

WHEREAS, family members would like to honor and memorialize the legacy of their ancestor, Simeon Pinckney, by specifically changing the name "Pinckney Park" to the "Simeon Pinckney Park" to give the park specificity.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council for the Town of James Island hereby officially rename Pinckney Park to the "Simeon Pinckney Park..

IN MEETING DULY ASSEMBLED, this ____ day of October 2025

Brook Lyon
Mayor

ATTEST

Frances Simmons
Town Clerk

AN ORDINANCE

AMENDING THE BUSINESS LICENSE ORDINANCE OF THE TOWN OF JAMES ISLAND TO UPDATE
THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.

WHEREAS, the TOWN of JAMES ISLAND (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-09 on November 18, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the TOWN Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the TOWN of JAMES ISLAND, as follows:

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the "Business License Rate Schedule," is hereby amended as follows:

(a) Classes 1 – 7 is hereby amended and restated in its entirety to read as follows:

INCOME: \$0 - \$2,000		INCOME OVER \$2,000	
RATE CLASS	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF	
1	\$ 35.00	\$	1.35
2	\$ 40.00	\$	1.60
3	\$ 45.00	\$	1.85
4	\$ 50.00	\$	2.10
5	\$ 55.00	\$	2.35
6	\$ 60.00	\$	2.60
7	\$ 65.00	\$	2.85

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended and restated as set forth on the attached Exhibit A.

SECTION 3. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

ENACTED IN REGULAR MEETING, this ____ day of _____, 20__.

Mayor

ATTEST:

Town Clerk

First Reading: _____

Public Hearing: _____

Final Reading: _____

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	3
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	2
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	6
54	Professional, scientific, and technical services	4
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	3
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	3
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA

WHEREAS, the Town Adopted its Annual Operating Budget for Fiscal Year 2025-2026 with second and final reading of Ordinance #2025-04 on June 19, 2025; and

WHEREAS, the Town may find it necessary to amend its operating budget on occasion to account for unforeseen revenues and expenditures throughout the budget year.

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

Section 1: Purpose

This Ordinance is adopted to amend the Town of James Island's Operating Budget for Fiscal Year 2025-2026 attached as **"Exhibit A"**.

Section 2: Amendment of the Fiscal Year 2025-2026 Budget for the Town of James Island, South Carolina

By passage of this Ordinance, the Town of James Island amends as its Budget for Fiscal Year 2025-2026 incorporated fully herein by reference: **"EXHIBIT B"**

Section 3: Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed valid as if such part had not been included. If said Ordinance, or any provision thereof, is held to be inapplicable to any person, group of persons, property, and kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4: Effective Date and Duration

This Ordinance shall be effective upon adoption.

First Reading	October 16, 2025
Second/Final Reading	November 20, 2025 (Anticipated)

Brook Lyon, Mayor

ATTEST

Frances Simmons, Town Clerk

AN ORDINANCE ADOPTING THE FISCAL YEAR 2025-2026 BUDGET FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA

WHEREAS, the Town of James Island requires a budget to guide and direct the receipt of expenditure of revenues during Fiscal Year 2025-2026; and

WHEREAS, Section 5-7-260 South Carolina Code of Laws, 1976, as amended, requires that certain acts by Municipal Councils be done by ordinance, including the adoption of a budget; and

WHEREAS, South Carolina law requires that a duly noticed public hearing be held prior to the adoption of a municipal budget; and

WHEREAS, this duly noticed public hearing occurred on May 15, 2025;

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

Section 1: Purpose

This Ordinance is adopted to provide the Town of James Island with an Operating Budget for Fiscal Year 2025-2026.

Section 2: Creation of the Fiscal Year 2025-2026 Budget for the Town of James Island, South Carolina

By passage of this Ordinance, the Town of James Island adopts as its Budget for Fiscal Year 2025-2026 "Exhibit A," incorporated fully herein by reference, and maintains the property tax operating millage rate at 0.0179 (17.9 mills), and applies the Local Option Sales Tax Property Tax Credit to cover the full amount of the Town's 17.9 millage rate. EXHIBIT A

Section 3: Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed valid as if such part had not been included. If said Ordinance or any provision thereof, is held to be inapplicable to any person, group of persons, property, and kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4: Effective Date and Duration

This Ordinance shall be effective from July 1, 2025 to June 30, 2026.

First Reading
Public Hearing
Final Reading

May 15, 2025
May 15, 2025
June 19, 2025


Mayor Brook Lyon

ATTEST

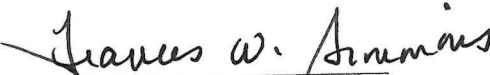

Frances Simmons, Town Clerk

EXHIBIT A

Town of James Island

REVISION 4.0 - 5/5/2025

General Fund SUMMARY FY 2025-2026

REVENUES		Proposed Budget for 2025-2026
Operating Revenues		\$4,063,000
Transfer in from HTAX		\$150,000
Transfer in from Co. ATAX		\$10,430
Transfer in from State ATAX		111,500
Transfer in from Stormwater		\$400,000
Transfer in from Tree Fund		\$86,000
Transfer in from Reserves		\$0
Total Revenue:		\$4,820,930

EXPENDITURES	Proposed Budget for 2025-2026
Administration	\$1,943,476
Elected Officials	\$200,000
Public Works	\$126,600
Code Enforcement	\$9,200
Planning and Zoning	\$38,700
Emergency Response / CERT	\$57,320
Facilities, Parks, & Equipment	\$362,000
Community Services	\$122,000
Island Sheriff's Patrol	\$600,672
Committed Capital Project Transfer	\$753,230
Additional Capital Projects Transfer	\$606,500
Total Expenses:	\$4,819,698

REVENUES LESS EXPENSES:	\$1,232
-------------------------	---------

	Audit EOY 2022-2023	Audit EOY 2023-2024	Estimated 2024-2025 EOY	notes	EOY Budgeted for 2025-2026
GENERAL FUND BALANCES:					
Cash and Cash Equivalents:	\$6,797,860	\$4,542,348	\$4,146,451		\$4,576,594
CD's:	\$0	\$500,000	\$500,000		\$500,000
TOTAL:	\$6,797,860	\$5,042,348	\$4,646,451		\$5,076,594

Self-restricted Tree Fund:	\$71,089
Capital Projects COMMITTED:	\$753,230
Future Capital Projects COMMITTED:	<u>\$1,958,000</u>
	\$2,782,319

TOTAL RESERVES:	\$2,294,275
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RESTRICTED FUND BALANCES:				
ATAX	\$41,482	\$24,895	\$69,477	\$15,394
HTAX	\$2,279,174	\$2,741,945	\$3,054,749	\$454,234
Stormwater Fund	\$624,573	\$771,965	\$665,747	\$596,835
HTAX Projects COMMITTED:				\$1,061,176
Future HTAX Commitments:				\$1,995,528
				<u>\$3,056,704</u>

EXHIBIT A

Town of James Island
Revenue Budget FY 2025-2026

Line Item	Actual	Actual	Actual	Through February			Proposed Budget for 2025-2026
	2021-2022	2022-2023	2023-2024	Budgeted 2024-2025	67% 2024-2025	EOY 2024-2025 Estimate	
Accommodation Tax Share to GF (TRANSFER IN)	\$77,485	\$51,495	\$25,914	\$27,500	\$0	\$27,500	27,500
Brokers and Insurance Tax	\$801,598	\$775,187	\$1,005,001	\$765,000	\$160,660	\$765,000	\$750,000
Building Permit Fees	\$15,529	\$27,279	\$16,733	\$26,000	\$8,589	\$11,423	\$15,000
Business License Fees	\$384,411	\$499,280	\$552,409	\$480,000	\$53,349	\$480,000	\$480,000
Contributions/Donations/Com Programs	\$120	\$0	\$25	\$0	\$315	\$315	\$0
Grants	\$69,718	\$1,854,631	\$1,019,893	\$17,192	\$9,600	\$17,192	\$0
Filing Fees	\$0	\$0	\$1,780	\$500	\$0	\$0	\$500
Franchise Fees	\$320,182	\$303,094	\$413,176	\$320,000	\$97,402	\$320,000	\$320,000
Interest	\$437	\$2,939	\$78,888	\$187,000	\$148,013	\$196,857	\$145,000
Alcohol Licenses	\$12,000	\$6,000	\$6,250	\$6,000	\$3,000	\$6,000	\$6,000
Local Assessment Fee	\$3,571	\$5,656	\$4,150	\$2,700	\$2,879	\$2,700	\$2,900
LOST Property Credit Fund	\$1,225,380	\$1,286,714	\$1,071,937	\$1,360,000	\$911,343	\$1,212,086	\$1,330,000
LOST Revenue Fund	\$524,734	\$550,542	\$479,012	\$580,000	\$421,753	\$560,931	\$605,000
Miscellaneous Income	\$26,741	\$371	\$54	\$100	\$1,250	\$100	\$100
Planning & Zoning Fees	\$16,162	\$15,275	\$17,071	\$24,200	\$17,289	\$22,994	\$26,000
State Aid to Subdivisions (LGF)	\$263,279	\$275,661	\$214,413	\$300,266	\$225,133	\$300,266	\$315,000
Telecomm Tax	\$12,901	\$11,857	\$11,056	\$16,000	\$112	\$16,000	\$14,000
Homestead Exemption Receipts	\$69,718	\$46,792	\$0	\$48,000	\$46,147	\$48,000	\$46,000
Facility Rentals	\$6,824	\$6,361	\$6,214	\$7,500	\$4,999	\$6,649	\$7,500
Transfer In from HTAX for Public Safety of Tourism Areas							\$150,000
Transfer in from State ATAX for New JIACC							\$84,000
Transfer in from County ATAX for New JIACC							\$10,430
Transfer in from Tree Fund							\$86,000
Transfer from Stormwater							\$400,000
Other Transfers							\$0
	\$3,830,790	\$5,719,134	\$4,923,976	\$4,167,958	\$2,111,833	\$3,994,014	\$4,820,930

EXHIBIT A

Town of James Island
Administration Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Salaries	\$597,621	\$679,163	\$846,966	\$831,000	\$554,918	\$738,041	\$947,124
Benefits, Taxes & Fees	\$236,904	\$273,638	\$335,976	\$346,500	\$224,734	\$298,896	\$561,192
Advertising	\$1,816	\$3,051	\$5,054	\$3,500	\$1,115	\$1,483	\$3,000
Audit	\$12,500	\$12,500	\$12,500	\$13,500	\$13,500	\$13,500	\$13,500
Bank charges	\$1,533	\$1,679	\$115	\$300	\$492	\$654	\$300
Bank charges - CC			\$1,822	\$1,500	\$294	\$294	\$500
Bank charges - Payroll Exp	\$6,060	\$5,067	\$5,843	\$6,000	\$3,536	\$4,703	\$6,000
Copier	\$5,562	\$4,225	\$3,556	\$4,500	\$2,911	\$4,500	\$4,500
Dues and Subscriptions	\$417	\$658	\$1,189	\$1,850	\$1,041	\$2,440	\$3,000
Election Expenses	\$0		\$10,676	\$0	\$0	\$0	\$10,000
Employee Appreciation	\$1,220	\$465	\$1,349	\$2,800	\$1,644	\$2,187	\$2,800
Employee Screening		\$971	\$355	\$149	\$684	\$760	\$380
Employee Training & Wellness	\$3,510	\$5,608	\$5,165	\$5,600	\$2,443	\$3,600	\$4,000
Equipment, Software, Maintenance		\$23,568	\$0	\$400	\$897	\$897	\$1,500
Grant Writing Services	\$8,560	\$2,310	\$0	\$4,000	\$0	\$0	\$1,000
Information Services	\$95,896	\$80,510	\$114,330	\$131,680	\$99,157	\$131,680	\$131,680
Insurance	\$48,162	\$67,518	\$73,424	\$70,000	\$76,528	\$101,782	\$95,000
Legal Services	\$41,490	\$86,998	\$125,008	\$75,000	\$277,322	\$300,000	\$120,000
Legal Settlement			\$75,745	\$0	\$50,000	\$50,000	\$0
MASC Membership	\$5,347	\$5,347	\$5,347	\$5,400	\$5,347	\$5,347	\$5,400
Mileage Reimbursement	\$339	\$364	\$195	\$1,100	\$1,488	\$2,100	\$600
Postage	\$6,060	\$2,334	\$2,797	\$7,000	\$6,329	\$8,418	\$7,500
Professional Services							\$9,000
Supplies	\$4,512	\$5,490	\$6,092	\$5,500	\$6,303	\$7,000	\$6,000
Town Codification	\$4,168	\$1,371	\$1,503	\$1,000	\$1,154	\$1,500	\$1,000
Training & Travel for Training	\$2,132	\$1,263	\$2,978	\$5,700	\$1,149	\$4,279	\$5,500
Uniforms	\$339	\$902	\$1,630	\$1,950	\$1,448	\$1,846	\$3,000
	\$1,084,148	\$1,265,000	\$1,639,615	\$1,525,929	\$1,334,434	\$1,685,907	\$1,943,476

Elected Officials Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Salaries	\$50,884	\$49,982	\$61,923	\$70,000	\$45,770	\$70,000	\$78,500
Benefits, Taxes & Fees	\$58,850	\$61,180	\$70,442	\$80,092	\$48,900	\$80,092	\$117,000
Mayor Expense	\$690	\$841	\$901	\$1,000	\$318	\$423	\$2,000
Council Expenses	\$71	\$2,000	\$1,078	\$2,000	\$444	\$591	\$2,000
Training							\$500
	\$110,495	\$114,003	\$134,344	\$153,092	\$95,432	\$151,105	\$200,000

EXHIBIT A

Town of James Island
Public Works Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Equipment / Software (PW)	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Groundskeeping	\$66,810	\$63,147	\$64,221	\$45,000	\$35,059	\$46,628	\$65,000
Memberships							\$800
Projects	\$80,023	\$50,961	\$31,927	\$38,000	\$36,703	\$36,703	\$35,000
Public Outreach	\$20	\$0	\$0	\$300	\$96	\$300	\$300
Signage	\$2,070	\$2,467	\$5,769	\$4,000	\$7,240	\$7,240	\$7,000
Public Works Professional Fees			\$1,650	\$5,000	\$624	\$5,000	\$10,000
Supplies (PW)	\$2,771	\$7,383	\$11,283	\$6,000	\$3,940	\$5,240	\$4,500
Tree Maintenance and Care	\$1,355	\$8,110	\$2,180	\$10,000	\$6,856	\$9,118	-
	\$153,049	\$132,068	\$117,030	\$108,300	\$90,518	\$110,230	\$126,600

Code Enforcement Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Animal Issues	\$3,000	\$0	\$0	\$2,500	\$0	\$1,700	\$4,500
Equipment / Software (CE)	\$0	\$960	\$960	\$1,000	\$0	\$0	\$500
Inoperable Vehicle Towing	\$0	\$0	\$0	\$200	\$0	\$0	\$1,500
Memberships	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Overgrown Lot Clearing	\$0	\$0	\$725	\$750	\$0	\$500	\$1,500
Supplies (CE)	\$940	\$37	\$795	\$250	\$243	\$250	\$500
Training			\$0	\$800	\$178	\$500	\$500
Unsafe Buildings Demolition	\$11,450		\$0	\$8,000	\$0	\$0	\$0
	\$15,390	\$997	\$2,480	\$13,500	\$421	\$2,950	\$9,200

EXHIBIT A

Town of James Island
Planning and Zoning Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Advertising	\$809	\$838	\$448	\$1,500	\$200	\$1,500	\$1,000
Arborist Reports							\$10,000
Postage							\$400
Equipment / Software	\$2,412	\$4,558	\$2,214	\$4,800	\$1,196	\$1,500	\$1,000
Memberships							\$400
Professional Services (P&Z)							\$15,000
Public Outreach							\$2,500
Supplies (P&Z)	\$190	\$332	\$147	\$700	\$324	\$700	\$400
Planning Commission	\$750	\$450	\$1,012	\$3,800	\$550	\$732	\$5,000
Board of Zoning Appeals	\$1,655	\$2,276	\$563	\$3,800	\$5,046	\$6,711	\$3,000
	\$5,816	\$8,454	\$4,384	\$14,600	\$7,316	\$11,143	\$38,700

Emergency Response / CERT Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Emergency Activations	\$9,287	\$49,329	\$18,766	\$20,000	\$13,750	\$18,000	\$30,000
Equipment / Software							\$1,000
Generator Maintenance	\$3,384	\$1,846	\$1,911	\$2,000	\$0	\$2,000	\$2,500
Mobile Devices	\$3,570	\$1,480	\$1,412	\$1,500	\$901	\$1,198	\$1,500
Public Outreach	\$273	\$0	\$0	\$200	\$0	\$200	\$500
Radio Contract	\$1,368	\$3,192	\$3,990	\$3,200	\$1,596	\$3,200	\$3,200
Response Supply Kits							\$1,620
Supplies							\$10,000
PPE for Town							\$4,500
Training							\$2,500
	\$17,882	\$55,847	\$26,079	\$26,900	\$16,247	\$24,598	\$57,320

EXHIBIT A

Town of James Island

Facilities, Parks, & Equipment Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Equipment / Non-Capital Fixtures	\$137	\$1,399	\$1,673	\$4,000	\$9,035	\$9,035	\$3,000
Facilities Maintenance	\$6,444	\$17,286	\$21,393	\$31,000	\$29,412	\$31,000	\$25,000
Non-Capital Facility Upgrades / Projects							\$2,000
Janitorial	\$9,359	\$14,850	\$14,927	\$15,000	\$14,349	\$19,084	\$20,000
Rent				\$0	\$270	\$540	\$1,100
Rental Deposit Returns							\$0
Security Monitoring	\$4,160	\$1,151	\$1,186	\$1,500	\$2,552	\$3,394	\$3,400
Street Lights	\$152,868	\$148,403	\$139,753	\$145,000	\$98,817	\$131,427	\$135,000
Utilities	\$34,555	\$28,366	\$23,301	\$27,000	\$20,049	\$26,665	\$28,000
Vehicle Maintenance	\$7,422	\$6,308	\$5,908	\$12,000	\$11,251	\$12,000	\$18,000
Vehicle Fuel							\$6,500
Dog Station Maintenance							\$18,000
Brantley Park Maint (non HTAX)	\$800	\$1,700	\$3,566	\$2,400	\$121	\$121	\$2,000
Dock Street Maint (non HTAX)							\$10,000
Pinckney Park Maint (non HTAX)	\$19,809	\$9,113	\$16,849	\$20,000	\$16,816	\$20,000	\$30,000
Hillman Maint (non HTAX)							\$10,000
Mill Point Maint (non HTAX)							\$50,000
	\$235,554	\$228,576	\$228,556	\$257,900	\$202,672	\$253,266	\$362,000

Tree Fund Budget (Non-General Fund) FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Initial Balance	\$1,392	\$9,488	\$90,376	\$163,614	\$163,614	\$163,614	\$165,789
Tree Mitigation Revenue	\$8,096	\$85,600	\$96,488	\$500	\$2,175	\$2,175	\$2,500
Transfer out to GF							\$86,000
Tree Maintenance							\$10,000
Tree Planting	\$0	\$4,712	\$23,250	\$1,200	\$0	\$0	\$1,200
Ending Balance	\$9,488	\$90,376	\$163,614	\$162,914	\$165,789	\$165,789	\$71,089

EXHIBIT A

Town of James Island
Community Services Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Repair Care Program	\$13,300	\$25,137	\$33,471	\$40,000	\$1,650	\$15,000	\$40,000
Drainage Council			\$0	\$500	\$0	\$500	\$500
History Commission	\$1,884	\$1,565	\$433	\$17,000	\$12,765	\$16,000	\$6,000
Neighborhood Council	\$45	\$2,775	\$1,573	\$2,800	\$182	\$2,800	\$2,800
Business Development Council			\$0	\$500	\$0	\$500	\$500
James Island Pride	\$1,902	\$2,688	\$327	\$5,000	\$566	\$5,000	\$6,000
Helping Hands	\$518	\$247	\$722	\$1,500	\$631	\$1,500	\$2,000
Tree Council	\$2,067		\$2,859	\$5,000	\$1,049	\$5,000	\$5,000
Community Tutoring Programs		\$9,850	\$1,570	\$12,000	\$1,814	\$12,000	\$5,000
Community Service Contributions	\$31,000	\$31,905	\$31,100	\$50,000	\$38,949	\$38,949	\$40,000
Special Events	\$939	\$1,994	\$1,677	\$2,000	\$52	\$2,000	\$2,000
Youth Sports Program	\$12,325	\$7,915	\$12,291	\$12,000	\$0	\$12,000	\$12,200
	\$63,980	\$84,076	\$86,023	\$148,300	\$57,658	\$111,249	\$122,000

Island Sheriff's Patrol Budget (Split GF & HTAX) FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
ISP Salaries	\$183,349	\$225,982	\$231,530	\$270,967	\$213,121	\$283,451	\$361,290
ISP Benefits, Taxes & Fees	\$50,752	\$64,326	\$66,673	\$78,282	\$61,282	\$81,505	\$104,377
ISP Programs & Supplies	\$15,597	\$14,129	\$12,512	\$46,575	\$9,141	\$12,158	\$20,000
ISP - Dedicated Officer	\$70,587	\$65,317	\$65,407	\$86,254	\$19,291	\$25,657	\$115,005
	\$320,285	\$369,754	\$376,122	\$482,078	\$302,835	\$402,771	\$600,672

25% transfer from HTAX \$150,000

EXHIBIT A

Town of James Island

Capital Projects Budget FY 2025-2026

	Actual	Actual	Actual	Budgeted	Through Feb	EOY 2024-2025	Proposed		Future					Total
Line Item	2021-2022	2022-2023	2023-2024	2024-2025	2024-2025	Estimate	Budget for		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	5-Year CIP
INFRASTRUCTURE														
1129 Hillman		\$268,182												\$0
Hillman Street Property		\$226,998												\$0
Dills Bluff Sidewalk, Phase III - Seaside to Condon/Winborn	\$27,056	\$30,906	\$180,622											\$0
Dills Bluff Sidewalk, Phase IV - Winborn to HBVR			\$953				\$0		\$223,000	\$275,000				\$498,000
Lighthouse Point Sidewalk and Drainage, Phase I	\$55,000													\$0
Regatta Road Sidewalk	\$2,393	\$2,501		\$125,000	\$105,288	\$105,288								\$0
Seaside Lane Sidewalk			\$566											\$0
Town Hall Sidewalk Completion to Camp	\$32,885													\$0
Traffic Calming Projects	\$142	\$16,788	\$82,601	\$30,000	\$22,204	\$22,204	\$0			\$10,000	\$15,000	\$15,000	\$15,000	\$55,000
Camp Road Sidewalk Completion at Oyster Point	\$27,000													\$0
Nabors Phase I	\$18,100	\$7,400		\$235,000		\$0	\$0		\$235,000					\$235,000
Honey Hill Road Paving				\$58,800	\$7,088	\$7,088	\$58,800	CTC commitment stalled at survey stage, but committed						\$0
Town Hall Solar Panels	\$31,785	\$52,975												\$0
Other Capital Improvement Projects									\$20,000	\$20,000	\$50,000	\$50,000	\$50,000	\$190,000
RIA Sewer Project (Connections)				\$1,000,000		\$0	\$0	Project complete June 2026	\$1,000,000					\$1,000,000
Additional Sewer Connections				\$500,000		\$0	\$0	Project complete June 2026	\$500,000					
Septic Tank Testing	\$2,400	\$36,350	\$15,050	\$10,000		\$0	\$0							\$0
James Island Creek Sewer Infrastructure Match	\$50,000			\$444,000	\$213,957	\$444,000	assuming this is paid - 2025							\$0
TOTAL Infrastructure:	\$246,761	\$642,100	\$279,792	\$2,402,800	\$348,537	\$578,580	\$58,800		\$1,978,000	\$305,000	\$65,000	\$65,000	\$65,000	\$1,978,000
DRAINAGE PROJECTS														
Lighthouse Point Sidewalk and Drainage, Phase I	\$55,000	\$55,000						this is the paving project above						\$0
Greenhill / Honey Hill Drainage Phase I-II	\$63,083	\$7,044	\$242,645											\$0
Oceanview-Stonepost Drainage Basin, Phases I-II	\$25,966	\$120,016	\$643,978		\$208,505	\$348,287								\$0
Woodhaven Drainage Improvements	\$26,200		\$229,565		\$258,526	\$273,551								\$0
Quail Run Drainage Improvements	\$22,275		\$1,062,451	\$5,000	\$23,560	\$279,000								\$0
Hazard Mitigation Project	\$339													\$0
Cecil Circle drainage							added	\$50,000						
James Island Creek Basin Drainage Improvements	\$109			\$15,000	\$0	\$0	\$0			\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Drainage Outflow Valve Devices							\$0			\$20,000	\$10,000			\$30,000
Highland Ave Drainage Improvements	\$159,750													\$0
Drainage Improvement Projects		\$44,253	\$24,297	\$25,000	\$11,930	\$11,930	\$15,000		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
TOTAL Drainage:	\$352,722	\$226,313	\$2,202,936	\$45,000	\$502,521	\$912,768	\$65,000		\$25,000	\$70,000	\$60,000	\$50,000	\$50,000	\$255,000
OTHER CAPITAL PROJECTS														
Audio Visual Upgrades		\$13,015	\$67,195	\$1,000	\$0	\$1,000	\$15,000		\$10,000					\$10,000
Public Works Capital Equipment	\$15,328	\$50,259	\$8,915	\$1,000	\$8,526	\$8,526	\$0		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Public Works Equipment Purchase						front office desktop	\$1,500							
Vehicle Purchase				\$50,000	\$47,399	\$47,399	\$240,000			\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Town Hall - Second Floor							\$0	storage and usable space conversion?	\$50,000					\$50,000
Town Hall - Shutters and Deck							\$30,000		\$50,000					
Computer upgrade/new desktop							\$23,000							
Phone system upgrade							\$11,000							
Park Capital Improvements (not paid by HTAX)							\$0							\$0
Dock Street Park Improvements (not paid by HTAX)	\$7,500	\$533	\$24,525	\$130,000	\$15,352	\$15,352	\$100,000	start with HTAX if possible		\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Pinckney Park Improvements (not paid by HTAX)	\$14,339		\$0	\$10,000	\$3,543	\$10,000	\$0	start with HTAX if possible		\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
New JIACC Construction (not paid by HTAX)							\$294,430	Co & State ATAX			\$10,000	\$10,000	\$10,000	\$30,000
New JIACC (Town Match for ATAX Funding)							\$21,000							
Mill Point Park Improvements (not paid by HTAX)						start with HTAX if possible	\$100,000			\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Land Acquisition (non-park not paid by HTAX)			\$615,000	\$370,000	\$63,067	\$63,067	\$400,000			\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
License Plate Recognition Camera - HBVR	\$27,186													\$0
TOTAL Other Capital Projects:	\$64,353	\$63,807	\$715,635	\$562,000	\$137,887	\$145,344	\$1,235,930		\$115,000	\$65,000	\$75,000	\$75,000	\$75,000	\$355,000
TOTAL CAPITAL PROJECTS:	\$663,836	\$932,220	\$3,198,363	\$3,009,800	\$988,945	\$1,636,692	\$1,359,730		\$2,118,000	\$440,000	\$200,000	\$190,000	\$190,000	\$2,588,000
							Committed:	\$753,230	\$1,958,000					

EXHIBIT A

Town of James Island

Hospitality Tax Operating (Non-Capital) Budget FY 2024-2025

Line Item	Actual	Actual	Actual	Budgeted	Through Feb	EOY 2024-2025	Proposed
	2021-2022	2022-2023	2023-2024	2024-2025	67% 2024-2025	Estimate	Budget for 2025-2026
Initial Fund Balance	\$1,463,027	\$1,936,147	\$2,279,174	\$2,741,945	\$2,741,945	\$2,741,945	\$3,136,980
Hospitality Tax Revenue	\$700,953	\$673,442	\$789,613	\$680,000	\$459,237	\$719,490	\$715,000
Hospitality Expenses							
The Town Market	\$169	\$1,669	\$3,574	\$6,000	\$6,775	\$9,011	\$10,000
Guide to Historic James Island		\$4,523	\$0	\$1,000	\$0	\$0	\$1,000
ReThink Folly Rd - Staff Cost-Sharing	\$31,149	\$18,009	\$71	\$18,000	\$12	\$12	\$1,000
Santee St. Public Parking Lot	\$29,400	\$30,600	\$34,400	\$34,000	\$21,500	\$31,500	\$32,000
Holiday Decorations	\$1,042	\$13,699		\$2,000	\$2,848	\$2,848	\$3,000
James Island Arts & Cultural Center Operations	\$106,038	\$140,600	\$151,771	\$170,000	\$36,933	\$36,933	-
James Island Arts & Cultural Center Programs & Events			\$3,820	\$15,000	\$9,240	\$9,240	-
Promotional Grants	\$7,000	\$9,000	\$10,250	\$10,000	\$650	\$10,000	\$5,000
Dues and Subscriptions							\$5,000
Camp and Folly Landscaping Maintenance	\$5,790	\$8,775	\$3,325	\$5,000	\$2,650	\$2,650	\$3,000
Community Events	\$4,091	\$3,111	\$5,939	\$6,000	\$3,279	\$5,939	\$6,000
Entrepreneur and Small Business Support		\$25,500	\$0	\$0	\$0	\$0	\$0
TOTAL Operating Expenses:	\$184,679	\$255,486	\$213,150	\$267,000	\$83,887	\$108,133	\$66,000
Public Safety of Tourism Areas (TRANSFER TO GF)	\$85,545	\$123,437	\$110,217	\$166,243	\$27,937	\$166,243	\$150,000
Other Transfer	(\$90,979)			\$0	\$0	\$0	\$0
Transfer Out to HTAX Capital	\$339,993	(\$206,987)	(\$21,175)	\$0	\$50,079	\$50,079	\$3,181,746
TOTAL Transfers:	\$334,559	(\$83,550)	\$89,042	\$166,243	\$78,016	\$216,322	\$3,331,746
Ending Restricted Balance	\$1,690,431	\$2,279,174	\$2,741,945	\$2,988,702	\$3,039,279	\$3,136,980	\$454,234

Hospitality Tax Capital Projects FY 2024-2025

Line Item	Actual	Actual	Actual	Budgeted	Through Feb	EOY 2024-2025	Proposed
	2021-2022	2022-2023	2023-2024	2024-2025	67% 2024-2025	Estimate	Budget for 2025-2026
Bus Shelters/Bench on Folly Road				\$25,000	\$0	\$0	\$0
Wayfinding Signage		\$3,800			\$0	\$0	\$0
Camp and Folly -- Signage/Flags				\$35,000	\$0	\$35,000	\$0
Camp / Folly Landscaping	\$30,000				\$0	\$0	\$0
Rethink Folly Road - Phase I	\$28			\$400,000	\$0	\$0	\$400,000
Rethink Folly Road - Phase II-III					\$0	\$0	\$0
Folly Road Beautification	\$1,657		\$3,670	\$5,000	\$0	\$0	\$10,000
Folly Road Multi-Use Path, Wilton to Ft. Johnson				\$42,000	\$0	\$0	\$0
James Island Arts and Cultural Center	\$122,789	\$13,839	\$3,598	\$150,000	\$20,966	\$20,966	-
James Island Arts and Cultural Center Solar Panels	\$24,446	\$54,629			\$0	\$0	-
Land Acquisition (for uses allowed by HTAX)							\$661,176
James Island Arts and Community Center (NEW)						split with ATAX	\$1,705,570
Other Tourism-Related Projects			\$2,000	\$50,000	\$3,350	\$3,350	\$5,000
Dock Street Park Improvements (HTAX share)						site prep or buildings	\$150,000
Pinckney Park Improvements (HTAX share)	\$418			\$12,500	\$8,185	\$8,185	site prep or buildings
Hillman Improvements (HTAX share)						site prep or buildings	
Mill Point Park Improvements (HTAX share)						site prep or buildings	\$250,000
Other Park Projects (HTAX share)	\$113,027	\$13,033	\$16,675	\$20,000	\$14,730	\$14,730	such as Brantley
			\$25,943	\$739,500	\$47,231	\$82,231	\$3,181,746
Ending Budgeted Balance:							\$454,234

Future					Total
2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	5-Year CIP
\$25,000					\$25,000
					\$0
					\$0
					\$0
\$0					\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0					\$0
\$42,000					\$42,000
\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
					\$0
\$661,176	\$667,176	\$667,176			\$1,000,000
\$1,000,000					\$0
					\$0
					\$0
\$0					\$0
					\$0
\$1,878,176	\$817,176	\$817,176	\$150,000	\$150,000	\$1,817,000

EXHIBIT A

Town of James Island

Stormwater Fund (Managed by County on behalf of Town) Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Initial Balance	\$118,910	\$301,190	\$597,991	\$697,792	\$480,826	\$480,826	\$665,747
Stormwater Revenue	\$182,280	\$298,976	\$323,883	\$305,088	\$294,647	\$294,647	\$305,088
Interest			\$42,987	\$26,000	\$0	\$26,000	\$26,000
Stormwater Expense		\$2,175	\$194,734	\$771,965	\$135,726	\$135,726	\$596,835
Transfer Out to Capital Projects						Co assumes we'll use it all vac-truck share	\$400,000
Ending Balance	\$301,190	\$597,991	\$770,126	\$256,915	\$639,747	\$665,747	\$0

6610.29 march bills

ATAX Budget FY 2025-2026

Line Item	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Budgeted 2024-2025	Through Feb 67% 2024-2025	EOY 2024-2025 Estimate	Proposed Budget for 2025-2026
Initial Balance	\$0	\$12,809	\$41,482	\$24,895	\$24,895	\$24,895	\$34,824
ATAX Revenues	\$71,598	\$73,765	\$67,823	\$75,000	\$54,197	\$72,082	\$75,000
Operating Expense	\$59,367	\$45,092	\$84,410	\$42,350	\$0	\$27,500	\$94,430
Change in Fund Balance:	\$12,231	\$28,673	(\$16,587)	\$32,650	\$54,197	\$44,582	(\$19,430)
Ending RESTRICTED Balance	\$12,809	\$41,482	\$24,895	\$57,545	\$79,092	\$69,477	\$15,394

Town of James Island

EXHIBIT "B"

OCTOBER 2025 AMENDMENT

General Fund SUMMARY FY 2025-2026

REVENUES	APPROVED 2025-2026	Proposed DIFFERENCE from APPROVED	Proposed AMENDMENT 2025-2026
Operating Revenues	\$4,490,500	\$120,477	\$4,610,977
Transfer in from HTAX	\$150,000	\$0	\$150,000
Transfer in from Co. ATAX	\$10,430	\$0	\$10,430
Transfer in from State ATAX	\$84,000	\$0	84,000
Transfer in from Tree Fund	\$86,000	(\$86,000)	\$0
Transfer in from Reserves	\$0	\$0	\$0
Total Revenue:	\$4,820,930	\$34,477	\$4,855,407

EXPENDITURES	APPROVED 2025-2026	Proposed DIFFERENCE from APPROVED	Proposed Budget for 2025-2026
Administration	\$1,948,876	(\$130,217)	\$1,818,659
Elected Officials	\$200,000	\$0	\$200,000
Public Works	\$126,600	\$120,000	\$246,600
Code Enforcement	\$9,200	\$0	\$9,200
Planning, Zoning, and Permitting	\$38,700	\$20,000	\$58,700
Emergency Response / CERT	\$57,320	\$1,199	\$58,519
Facilities, Parks, & Equipment	\$362,000	\$60,580	\$422,580
Tree Mitigation Fund	\$97,200	(\$86,000)	\$11,200
Community Services	\$122,000	\$8,655	\$130,655
Island Sheriff's Patrol	\$600,672	\$50,333	\$651,005
General Fund Capital Projects	\$1,359,730	(\$310,952)	\$1,048,778
Total Expenses:	\$4,922,298	(\$266,402)	\$4,655,896
GENERAL FUND REVENUES LESS EXPENSES:			\$199,511

HOSPITALITY TAX	APPROVED 2025-2026	Proposed DIFFERENCE from APPROVED	Proposed Budget for 2025-2026
Revenue	\$715,000	\$0	\$715,000
Operating Expenses	\$66,000	(\$4,855)	\$61,145
Public Safety of Tourism Areas	\$150,000	\$0	\$150,000
HTAX Capital Projects	\$3,181,746	\$519,430	\$3,701,176
TOTAL EXPENSES:	\$3,397,746	\$514,575	\$3,912,321
Ending BALANCE of HTAX Fund	\$454,234		\$49,504

ACCOMODATIONS TAX	APPROVED 2025-2026	Proposed DIFFERENCE from APPROVED	Proposed Budget for 2025-2026
Revenue	\$75,000	\$0	\$75,000
Operating Expenses	\$94,430	\$0	\$94,430
Ending BALANCE of ATAX Fund	\$15,394		\$4,194

Town of James Island		OCTOBER 2025 AMENDMENT			Exhibit "B"					
Revenue Budget FY 2025-2026										
Account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026 Estimate	notes	Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025						
	Brokers and Insurance Tax	\$775,187	\$1,005,001	\$1,109,992	\$750,000	<u>\$168,519</u>	\$750,000		\$750,000	
40011	<i>Brokers Tax Program (BTP)</i>					\$163,587				
40012	<i>Insurance Tax Program (ITP)</i>					\$4,932				
40015	Building Permit Fees	\$27,279	\$16,733	\$15,637	\$15,000	\$6,447	\$15,000		\$15,000	
40020	Business License Fees	\$499,280	\$552,409	\$385,909	\$480,000	\$159,267	\$480,000		\$480,000	
40025	Contributions/Donations/Com Programs	\$0	\$25	\$150	\$0	\$0	\$0		\$0	
40050	Facility Rentals	\$6,361	\$6,214	\$6,031	\$7,500	\$2,825	\$7,500		\$7,500	
40060	Filing Fees	\$0	\$1,780	\$0	\$500	\$400	\$400	4 candidates	\$400	(\$100)
40070	Franchise Fees	\$303,094	\$413,176	\$285,183	\$320,000	\$30,052	\$320,000		\$320,000	
40080	Interest	\$2,939	\$78,888	\$238,516	\$145,000	\$80,586	\$250,000	add 20k/mo	\$250,000	\$105,000
40090	Alcohol Licenses	\$6,000	\$6,250	\$6,150	\$6,000	\$0	\$6,000		\$6,000	
40100	Local Assessment Fee	\$5,656	\$4,150	\$6,015	\$2,900	\$6,051	\$6,100	likely complete	\$6,100	\$3,200
40112	LOST Property Credit Fund	\$1,286,714	\$1,071,937	\$1,345,339	\$1,330,000	\$367,820	\$1,330,000		\$1,330,000	
40114	LOST Revenue Fund	\$550,542	\$479,012	\$792,116	\$605,000	\$168,873	\$605,000		\$605,000	
40120	Miscellaneous Income	\$371	\$54	\$20,776	\$100	\$911	\$1,500	allow for additional	\$1,500	\$1,400
	Planning & Zoning Fees	\$15,275	\$17,071	\$31,957	\$26,000	<u>\$8,561</u>	\$26,000		\$26,000	
40202	<i>Accessory Structure</i>					\$0				
40204	<i>BNB</i>					\$188				
40206	<i>BZA</i>					\$0				
40208	<i>Clearing & Grubbing</i>					\$25				
40209	<i>Commercial Zoning Permit</i>					\$600				
40210	<i>Demolition</i>					\$0				
40212	<i>Exempt Plat</i>					\$0				
40214	<i>Home Occupation</i>					\$375				
40216	<i>Residential Zoning Permit</i>					\$5,710				
40218	<i>Rezoning Application</i>					\$0				
40220	<i>Sign Permits</i>					\$100				
40222	<i>Site Plan Reviews</i>					\$0				
40224	<i>Special Events</i>					\$25				
40226	<i>Temporary Zoning/Firework/Tree Stand</i>					\$283				
40228	<i>Tree Permits</i>					\$1,075				
40230	<i>Subdivision Application</i>					\$180				
40250	Stormwater Fee Reimbursements from County SW Fund	\$51,495	\$25,914	\$132,219	\$400,000	\$97,468	\$400,000		\$400,000	
40300	State Aid to Subdivisions (LGF)	\$275,661	\$214,413	\$300,135	\$315,000	\$78,819	\$315,000		\$315,000	
40310	Telecomm Tax	\$11,857	\$11,056	\$10,310	\$14,000	\$23	\$14,000		\$14,000	
40315	Town Market Vendor Payments			\$6,013	\$0	\$1,735	\$5,500	not budgeted	\$5,500	\$5,500
40320	Homestead Exemption Receipts	\$46,792	\$0	\$46,147	\$46,000	\$46,285	\$46,285	likely complete	\$46,285	\$285
40500	Grants	\$1,854,631	\$1,019,893	\$12,000	\$0	\$5,192	\$5,192	not budgeted	\$5,192	\$5,192
41010	State ATAX transfer - 25k			\$25,000	\$25,000	\$0	\$25,000		\$25,000	
41015	State ATAX - additional %			\$2,500	\$2,500	\$0	\$2,500		\$2,500	
41020	Transfer In from HTAX for Public Safety of Tourism Areas				\$150,000	\$0	\$150,000		\$150,000	
41025	Transfer in from State ATAX for New JIACC				\$84,000	\$0	\$84,000		\$84,000	
41030	Transfer in from County ATAX for New JIACC				\$10,430	\$0	\$10,430		\$10,430	
41035	Transfer in from Tree Fund				\$86,000	\$0	\$0	already completed	\$0	(\$86,000)
	Transfer from Stormwater							move line item		
		\$5,719,134	\$4,923,976	\$4,778,094	\$4,820,930	\$1,229,834	\$4,855,407		\$4,855,407	\$34,477

Town of James Island

OCTOBER 2025 AMENDMENT

Exhibit "B"

Administration Budget FY 2025-2026

Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
Salaries	\$679,163	\$846,966	\$814,949	\$947,124	\$162,514	\$850,000	reduced staff	\$850,000	(\$97,124)
Benefits, Taxes & Fees	\$273,638	\$335,976	\$336,077	\$561,192	\$66,428	\$450,000	reduced staff	\$450,000	(\$111,192)
Advertising	\$3,051	\$5,054	\$2,390	\$3,000	\$249	\$3,000		\$3,000	
Audit	\$12,500	\$12,500	\$13,500	\$13,500	\$0	\$13,500		\$13,500	
Bank charges	\$1,679	\$115	\$868	\$300	\$241	\$700	minor	\$700	\$400
Bank charges - CC		\$1,822	\$231	\$500	\$0	\$300	minor	\$300	(\$200)
Codification	\$1,371	\$1,503	\$1,932	\$1,000	\$351	\$1,000		\$1,000	
Copier	\$4,225	\$3,556	\$4,861	\$4,500	\$737	\$4,500		\$4,500	
Dues, Memberships, and Subscriptions	\$658	\$1,189	\$1,528	\$8,400	<u>\$1,446</u>	<u>\$8,400</u>		<u>\$8,400</u>	
<i>MASC Membership</i>	\$5,347	\$5,347	\$5,347	\$5,400	\$0	\$5,400			
<i>Business License Contract Fees</i>	\$0	\$0	\$18,868	\$0	\$934	\$934			
Election Expenses		\$10,676	\$0	\$10,000	\$0	\$10,000		\$10,000	
Employee Appreciation	\$465	\$1,349	\$3,242	\$2,800	\$257	\$2,800		\$2,800	
Employee Screening	\$971	\$355	\$755	\$380	\$0	\$380		\$380	
Employee Training & Travel	\$6,871	\$8,143	\$1,745	\$5,500	\$446	\$5,500		\$5,500	
Employee Wellness			\$4,198	\$4,000	\$1,080		move to comm services	\$0	(\$4,000)
Employee Uniforms	\$902	\$1,630	\$2,381	\$3,000	\$204	\$3,000		\$3,000	
Equipment, Software, Maintenance	\$23,568	\$0	\$897	\$1,500	\$0	\$1,500		\$1,500	
Grant Writing Services	\$2,310	\$0	\$0	\$1,000	\$1,299	\$1,299	minor, SAM renewal	\$1,299	\$299
Information Services	\$80,510	\$114,330	\$115,044	\$131,680	\$22,244	\$131,680		\$131,680	
Insurance	\$67,518	\$73,424	\$101,700	\$95,000	\$0	\$95,000		\$95,000	
Legal Services	\$86,998	\$125,008	\$381,148	\$120,000	\$34,367	\$180,000		\$180,000	\$60,000
<i>Legal Settlement</i>		\$75,745	\$50,000	\$0	\$0				
Mileage Reimbursement	\$364	\$195	\$1,522	\$600	\$0	\$600		\$600	
Payroll Expenses	\$5,067	\$5,843	\$2,037	\$6,000	\$0	\$6,000		\$6,000	
Postage	\$2,334	\$2,797	\$7,638	\$7,500	\$5,530	\$19,500	for newsletter	\$19,500	\$12,000
Professional Services			\$0	\$9,000	\$11,632	\$20,000	not legal, MRB, Laura	\$20,000	\$11,000
Supplies	\$5,490	\$6,092	\$9,693	\$6,000	\$2,785	\$10,000	additional	\$10,000	\$4,000
	\$1,265,000	\$1,639,615	\$1,882,550	\$1,948,876	\$311,810	\$1,818,659		\$1,818,659	(\$130,217)

Elected Officials Budget FY 2025-2026

Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
Salaries	\$49,982	\$61,923	\$70,000	\$78,500	\$16,154	\$78,500		\$78,500	
Benefits, Taxes & Fees	\$61,180	\$70,442	\$76,735	\$117,000	\$18,556	\$117,000		\$117,000	
Council Expenses	\$2,000	\$1,078	\$952	\$2,000	\$133	\$2,000		\$2,000	
Mayor Expense	\$841	\$901	\$318	\$2,000	\$495	\$2,000		\$2,000	
Training				\$500	\$0	\$500		\$500	
	\$114,003	\$134,344	\$148,005	\$200,000	\$35,339	\$200,000		\$200,000	\$0

Town of James Island
Public Works Budget FY 2025-2026

OCTOBER 2025 AMENDMENT

Exhibit "B"

Account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
53030	Dues, Memberships, and Subscriptions (PW)	\$0	\$0	\$0	\$800	\$0	\$800		\$800	
53060	Equipment / Software (PW)	\$0	\$0	\$0	\$4,000	\$87	\$4,000		\$4,000	
53070	Groundskeeping	\$63,147	\$64,221	\$44,276	\$65,000	\$16,911	\$80,000	additional	\$80,000	\$15,000
53130	Mileage Reimbursement (PW)				\$0	\$0	\$0		\$0	
53160	Professional Services (PW)		\$1,650	\$23,325	\$10,000	\$0	\$10,000		\$10,000	
53162	Engineering Services			\$6,270	\$0	\$8,752	\$20,000	Laura	\$20,000	\$20,000
53170	Projects PW (non-capital)	\$50,961	\$31,927	\$118,454	\$35,000	\$6,250	\$35,000		\$35,000	
53175	Stormwater Projects					\$72,290	\$85,000	reimbursable	\$85,000	\$85,000
53180	Public Outreach	\$0	\$0	\$750	\$300	\$0	\$300		\$300	
53190	Signage	\$2,467	\$5,769	\$12,604	\$7,000	(\$341)	\$7,000	due to an error prior year	\$7,000	
53200	Supplies (PW)	\$7,383	\$11,283	\$5,247	\$4,500	\$174	\$4,500		\$4,500	
		\$148,958	\$139,850	\$225,925	\$126,600	\$104,123	\$246,600		\$246,600	\$120,000

Code Enforcement (Zoning/Livability) Budget FY 2025-2026

Account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
54010	Animal Issues	\$0	\$0	\$700	\$4,500	\$0	\$2,000	reduced	\$2,000	(\$2,500)
54030	Dues, Memberships, and Subscriptions (CE)	\$0	\$0	\$0	\$200	\$0	\$200		\$200	
54053	Employee Training (CE)	\$0	\$0	\$178	\$500	\$0	\$500		\$500	
54060	Equipment / Software (CE)	\$960	\$960	\$0	\$500	\$0	\$500		\$500	
54065	Inoperable Vehicle Towing	\$0	\$0	\$0	\$1,500	\$0	\$1,500		\$1,500	
54070	Overgrown Lot Clearing	\$0	\$725	\$0	\$1,500	\$0	\$4,000	add contractor	\$4,000	\$2,500
54200	Supplies (CE)	\$37	\$795	\$338	\$500	\$164	\$500		\$500	
54300	Unsafe Buildings Demolition									
		\$997	\$2,480	\$1,216	\$9,200	\$164	\$9,200		\$9,200	\$0

Town of James Island

OCTOBER 2025 AMENDMENT

Exhibit "B"

Planning, Zoning, and Permitting Budget FY 2025-2026

Account	Line Item	History			Budget	Through Sept	EOY 2025-2026		Proposed	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	APPROVED 2025-2026	25% 2025-2026	Estimate	notes	AMENDMENT 2025-2026	
55010	Advertising	\$838	\$448	\$493	\$1,000	\$272	\$1,000		\$1,000	\$20,000
55020	Arborist Reports			\$2,800	\$10,000	\$2,150	\$10,000		\$10,000	
55030	Dues, Memberships, and Subscriptions (PZP)				\$400	\$0	\$400		\$400	
55060	Equipment / Software (PZP)	\$4,558	\$2,214	\$3,707	\$1,000	\$377	\$1,000		\$1,000	
55150	Postage (PZP)				\$400	\$0	\$400		\$400	
55160	Professional Services (PZP)				\$15,000	\$5,899	\$35,000	Laura	\$35,000	
55180	Public Outreach (PZP)				\$2,500	\$0	\$2,500		\$2,500	
55200	Supplies (PZP)	\$332	\$147	\$41	\$400	\$0	\$400		\$400	
55400	Planning Commission	\$450	\$1,012	\$750	\$5,000	\$450	\$5,000		\$5,000	
55500	Board of Zoning Appeals	\$2,276	\$563	\$4,502	\$3,000	\$0	\$3,000		\$3,000	
		\$8,454	\$4,384	\$12,293	\$38,700	\$9,148	\$58,700		\$58,700	\$20,000

Emergency Response / CERT Budget FY 2025-2026

Account	Line Item	History			Budget	Through Sept	EOY 2025-2026		Proposed	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	APPROVED 2025-2026	25% 2025-2026	Estimate	notes	AMENDMENT 2025-2026	
56053	Employee Training and Travel (ESC)			\$18,766	\$2,500	\$0	\$2,500		\$2,500	\$200
56060	Equipment / Software (ESC)				\$1,000	\$0	\$1,000		\$1,000	
56062	Radio Contract	\$3,192	\$3,990		\$3,200	\$861	\$3,400	minor adjust	\$3,400	
56065	Mobile Devices	\$1,480	\$1,412		\$1,500	\$762	\$1,500		\$1,500	
56070	Generator Maintenance	\$1,846	\$1,911	\$1,911	\$2,500	\$429	\$2,500		\$2,500	
56180	Public Outreach			\$0	\$500	\$0	\$500		\$500	
56200	Supplies (ESC)				\$10,000	\$457	\$10,000		\$10,000	
56220	PPE for Town				\$4,500	\$16	\$4,500		\$4,500	
56240	Response Supply Kits				\$1,620	\$0	\$1,620		\$1,620	
56300	MISC - Emergency Management					\$843	\$843	zoom canceled	\$843	
56310	Meals					\$156	\$156	sandbag days	\$156	
56320	Accomodations									
56330	Fuel/Mileage									
56350	Other									
56500	Emergency Activations	\$49,329	\$18,766	\$18,766	\$30,000	\$0	\$30,000		\$30,000	
		\$55,847	\$26,079	\$39,443	\$57,320	\$3,524	\$58,519		\$58,519	\$1,199

Town of James Island

OCTOBER 2025 AMENDMENT

Exhibit "B"

Facilities, Parks, & Equipment Budget FY 2025-2026

Account	Line Item	History			Budget	Through Sept	EOY 2025-2026		Proposed	Difference from APPROVED Budget
		Actual	Actual	Actual	APPROVED	25%		AMENDMENT		
		2022-2023	2023-2024	2024-2025	2025-2026	2025-2026	Estimate	notes	2025-2026	
57060	Equipment / Non-Capital Fixtures	\$137	\$1,399	\$12,024	\$3,000	\$259	\$3,000		\$3,000	
57070	Facility Rental Deposit Returns				\$0	\$100	\$1,000	not budgeted	\$1,000	\$1,000
57080	Facilities Maintenance	\$6,444	\$17,286	\$108,350	\$25,000	\$3,140	\$25,000		\$25,000	
57100	Facility Upgrades / Const (non-cap)				\$2,000	\$2,325	\$4,000		\$4,000	\$2,000
57120	Fire Safety / First Aid / AED				\$0	\$1,330	\$1,330	not budgeted	\$1,330	\$1,330
57150	Janitorial	\$9,359	\$14,850	\$22,621	\$20,000	\$4,950	\$21,500	a little hight	\$21,500	\$1,500
57160	Rent - Storage Unit				\$1,100	\$290	\$1,750		\$1,750	\$650
57170	Security Monitoring	\$4,160	\$1,151	\$8,002	\$3,400	\$684	\$4,000		\$4,000	\$600
57180	Street Lights	\$152,868	\$148,403	\$214,119	\$135,000	\$32,106	\$180,000	increased elec costs	\$180,000	\$45,000
57190	Utilities	\$34,555	\$28,366	\$28,786	\$28,000	\$6,253	\$35,000	increased elec costs	\$35,000	\$7,000
57200	Supplies - (FPE)				\$0	\$0	\$1,500	not budgeted	\$1,500	\$1,500
57250	Vehicle and Equipment Fuel				\$6,500	\$874	\$6,500		\$6,500	
57260	Vehicle and Equipment Maintenance	\$7,422	\$6,308	\$13,908	\$18,000	\$629	\$18,000		\$18,000	
57300	Non-HTAX Maintenance									
57310	Dog Station Maintenance			\$94	\$18,000	\$183	\$18,000		\$18,000	
57320	Brantley Park Maint (non HTAX)	\$800	\$1,700		\$2,000	\$0	\$2,000		\$2,000	
57330	Dock Street Maint (non HTAX)				\$10,000	\$85	\$10,000		\$10,000	
57340	Hillman Maint (non HTAX)				\$10,000	\$0	\$10,000		\$10,000	
57350	Mill Point Maint (non HTAX)				\$50,000	\$0	\$50,000		\$50,000	
57360	Pinckney Park Maint (non HTAX)	\$19,809	\$9,113		\$30,000	\$410	\$30,000		\$30,000	
		\$235,554	\$228,576	\$407,904	\$362,000	\$53,619	\$422,580		\$422,580	\$60,580

Tree Fund Budget (Non-General Fund) FY 2025-2026

Account	Line Item	History			Budget	Through Sept	EOY 2025-2026		Proposed	Difference from APPROVED Budget
		Actual	Actual	Actual	APPROVED	25%		AMENDMENT		
		2022-2023	2023-2024	2024-2025	2025-2026	2025-2026	Estimate	notes	2025-2026	
	Initial Balance	\$1,392	\$9,488	\$90,376	\$1,270	(\$305)	(\$305)	incorrect starting bal	(\$9,005)	
44000	Tree Mitigation Revenue	\$8,096	\$85,600	\$2,175	\$2,500	\$625	\$2,500		\$2,500	
	Transfer out to GF			\$86,000	\$86,000	\$0	\$0	done by journal entry	\$0	(\$86,000)
60010	Tree Maintenance and care			\$6,856	\$10,000	\$2,500	\$10,000		\$10,000	
60020	Tree Planting	\$0	\$4,712		\$1,200	\$300	\$1,200		\$1,200	
	Ending Balance	\$9,488	\$90,376	(\$305)	(\$7,430)	(\$2,480)	(\$9,005)		(\$17,705)	(\$86,000)

Town of James Island

Community Services Budget FY 2025-2026

OCTOBER 2025 AMENDMENT

Exhibit "B"

Account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
58010	Business Development Council				\$500	\$0	\$500		\$500	
58020	Children's Council					\$0	\$1,500		\$1,500	\$1,500
58030	Community Service Contributions	\$31,905	\$31,100	\$40,899	\$40,000	\$2,631	\$40,000		\$40,000	
58040	Community Tutoring Programs	\$9,850	\$1,570	\$17,580	\$5,000	\$8,155	\$8,155		\$8,155	\$3,155
58050	Crime Watch Materials					\$0			\$0	
58060	Drainage Council				\$500	\$0	\$500		\$500	
58070	History Commission	\$1,565	\$433	\$22,718	\$6,000	\$675	\$6,000		\$6,000	
58080	James Island Pride	\$2,688	\$327	\$2,535	\$6,000	\$257	\$6,000		\$6,000	
58085	Helping Hands	\$247	\$722	\$2,332	\$2,000	\$199	\$2,000		\$2,000	
58090	Neighborhood Council	\$2,775	\$1,573	\$181	\$2,800	\$0	\$2,800		\$2,800	
58100	Repair Care Program	\$25,137	\$33,471	\$22,738	\$40,000	\$8,829	\$40,000		\$40,000	
58200	Special / Community Events	\$1,994	\$1,677	\$79	\$2,000	\$1,170	\$6,000		\$6,000	\$4,000
58210	Tree Council		\$2,859	\$3,757	\$5,000	\$44	\$5,000		\$5,000	
58220	Youth Sports Programs with CHS	\$7,915	\$12,291	\$12,100	\$12,200	\$0	\$12,200		\$12,200	
		\$84,076	\$86,023	\$124,918	\$122,000	\$21,959	\$130,655		\$130,655	\$8,655

Island Sheriff's Patrol Budget (Split GF & HTAX) FY 2025-2026

Account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
59001	ISP Salaries	\$225,982	\$231,530	\$365,090	\$361,290	\$102,188	\$400,000		\$400,000	\$38,710
59005	ISP Benefits, Taxes & Fees	\$64,326	\$66,673	\$105,302	\$104,377	\$29,693	\$116,000		\$116,000	\$11,623
59020	ISP Operating Costs	\$14,129	\$12,512	\$26,688	\$20,000	\$10,070	\$20,000		\$20,000	
59100	ISP - Dedicated Officer	\$65,317	\$65,407	\$81,735	\$115,005	\$21,856	\$115,005		\$115,005	
		\$369,754	\$376,122	\$578,814	\$600,672	\$163,806	\$651,005		\$651,005	\$50,333

25% transfer from HTAX

Town of James Island
Capital Projects Budget FY 2025-2026

OCTOBER 2025 AMENDMENT

Exhibit "B"

Account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget	
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes			
	ROAD / SIDEWALK INFRASTRUCTURE										
62002	1129 Hillman	\$268,182									
62004	Hillman Street Property	\$226,998		\$6,420							
62014	Dills Bluff Sidewalk, Phase III & IV	\$30,906	\$181,575	\$9,568		\$1,080	\$15,000		\$15,000	\$15,000	
62022	Regatta Road Sidewalk	\$2,501		\$105,288							
62024	Seaside Lane Sidewalk		\$566								
62030	Nabors Phase I	\$7,400					\$235,000	county bill soon	\$235,000	\$235,000	CTC commitment committed...completed?
62034	Greenhill / Honey Hill Drainage /Paving Phase I-II			\$7,088	\$58,800		\$58,800		\$58,800		
62040	Traffic Calming Projects	\$16,788	\$82,601	\$25,967		\$6,711	\$35,000		\$35,000	\$35,000	
62050	Other Road / Sidewalk Capital Improvement Projects										
	TOTAL Infrastructure:	\$605,750	\$264,742	\$154,330	\$58,800	\$7,791	\$343,800		\$343,800	\$285,000	
	DRAINAGE / SEWER PROJECTS										
62060	RIA Sewer Project (Connections)			\$0	\$0		\$0		\$0		Project complete June 2026?
62062	Additional Sewer Connections			\$0	\$0		\$0		\$0		Project complete June 2026?
62065	James Island Creek Sewer Infrastructure Expansion Match			\$213,957	\$0		\$230,043	should budget for this	\$230,043	\$230,043	assuming this is complete - 2025
62080	Septic Tank Testing	\$36,350	\$15,050	\$0	\$0		\$0				
62100	Oceanview-Stonepost Drainage Basin, Phases I-II	\$120,016	\$643,978	\$348,887							
62105	Quail Run Drainage Improvements		\$1,062,451	\$279,000		\$23,018	\$23,018	final	\$23,018	\$23,018	
62110	Woodhaven Drainage Improvements		\$229,565	\$273,551		\$23,018	\$23,018	final	\$23,018	\$23,018	
62130	James Island Creek Basin Drainage Improvements										
62140	Drainage Outflow Valve Devices										
62200	Other Drainage Improvement Projects	\$44,253	\$24,297	\$21,030	\$15,000		\$15,000		\$15,000		
62210	Cecil Circle drainage				\$50,000		\$35,000	estimated after bids	\$35,000	(\$15,000)	
	TOTAL Drainage:	\$262,663	\$2,217,986	\$1,136,426	\$65,000	\$46,035	\$326,079		\$326,079	\$261,079	
	OTHER CAPITAL PROJECTS										
62520	New JIACC Construction (not paid by HTAX)				\$294,430		\$0	move to HTAX	\$0	(\$294,430)	
62522	New JIACC (Town Match for ATAX Funding)				\$21,000	\$7,184	\$21,000		\$21,000		
62600	Audio Visual Upgrades	\$13,015	\$67,195		\$15,000		\$15,000		\$15,000		
62608	Property Appraisals			\$2,475							
62610	Public Works Capital Equipment	\$50,259	\$8,915	\$13,838	\$1,500		\$1,500		\$1,500		
62620	Vehicle Purchase			\$47,665	\$240,000	\$26,131	\$47,399	delay vac-truck	\$47,399	(\$192,601)	
62655	Town Hall - Shutters and Deck				\$30,000		\$30,000		\$30,000		
62660	Town Hall - Computer upgrade				\$23,000		\$23,000		\$23,000		
62670	Town Hall - Phone system upgrade				\$11,000		\$11,000		\$11,000		
	Park Capital Improvements (not paid by HTAX)										
62710	Brantley (non HTAX eligible)										
62720	Dock Street (non HTAX eligible)	\$533	\$24,525	\$19,594	\$100,000		\$100,000		\$100,000		
62730	Mill Point Park Improvements (non HTAX eligible)				\$100,000		\$100,000		\$100,000		
62740	Pinckney Park Improvements (non HTAX eligible)			\$9,556							
62750	Grace Triangle Park Improvements (non HTAX eligible)						\$30,000	start with HTAX if possible surveys, plans, etc.	\$30,000	\$30,000	
62800	Land Acquisition (not paid by HTAX)		\$615,000		\$400,000			breakout by line items	\$0	(\$400,000)	
62810	Grace Triangle Park							move to HTAX	\$0		
	TOTAL Other Capital Projects:	\$63,807	\$715,635	\$93,128	\$1,235,930	\$33,314	\$378,899		\$378,899	(\$857,031)	
	TOTAL CAPITAL PROJECTS:	\$932,220	\$3,198,363	\$1,383,883	\$1,359,730	\$87,141	\$1,048,778		\$1,048,778	(\$310,952)	

Town of James Island

OCTOBER 2025 AMENDMENT

Exhibit "B"

Hospitality Tax Operating (Non-Capital) Budget FY 2025-2026

account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
	Initial Fund Balance	\$1,936,147	\$2,279,174	\$2,741,945	\$3,136,980	\$3,246,825	\$3,246,825		\$3,246,825	
43000	Hospitality Tax Revenue	\$673,442	\$789,613	\$699,290	\$715,000	\$255,683	\$715,000		\$715,000	
	Hospitality Expenses									
65001	Beautification Folly Road									
65002	Brantley Park Ops			\$184						
65003	Camp and Folly Roads Landscaping Maintenance	\$8,775	\$3,325	\$2,650	\$3,000		\$3,000		\$3,000	
65005	Community Events	\$3,111	\$5,939	\$4,318	\$6,000	\$2,000	\$6,000		\$6,000	
65006	Entrepreneur and Small Business Support	\$25,500	\$0		\$0		\$0		\$0	
65007	Guide to Historic James Island	\$4,523	\$0		\$1,000		\$1,000		\$1,000	
65012	Holiday Decorations	\$13,699		\$3,648	\$3,000		\$3,000		\$3,000	
65015	Promotional Grants	\$9,000	\$10,250		\$5,000		\$5,000		\$5,000	
65016	ReThink Folly Rd - Staff Cost-Sharing	\$18,009	\$71	\$12	\$1,000		\$1,000		\$1,000	
65018	Santee St. Public Parking Lot	\$30,600	\$34,400	\$35,450	\$32,000	\$7,300	\$32,000		\$32,000	
65020	Town Market (HTAX)	\$1,669	\$3,574	\$10,885	\$10,000	\$3,453	\$10,000		\$10,000	
65030	James Island Arts & Cultural Center Operations	\$140,600	\$151,771	\$49,595		\$145	\$145		\$145	\$145
65032	James Island Arts & Cultural Center Programs & Events		\$3,820	\$9,652			\$0		\$0	
	Dues and Subscriptions				\$5,000	\$0	\$0	move to ATAX	\$0	(\$5,000)
	TOTAL Operating Expenses:	\$255,486	\$213,150	\$116,395	\$66,000	\$12,898	\$61,145		\$61,145	(\$4,855)
65300	Public Safety of Tourism Areas (TRANSFER TO GF)	\$123,437	\$110,217	\$27,937	\$150,000	\$0	\$150,000	transfer item	\$150,000	
	Committed to HTAX Capital Projects	(\$206,987)	(\$21,175)	\$50,079	\$3,181,746	\$0	\$3,701,176	see below for projects	\$3,701,176	
	TOTAL Transfers:	(\$83,550)	\$89,042	\$78,016	\$3,331,746	\$0	\$3,851,176		\$3,851,176	
	Ending Restricted Balance	\$2,279,174	\$2,741,945	\$3,246,825	\$454,234	\$3,489,610	\$49,504		\$49,504	

Hospitality Tax Capital Projects FY 2025-2026

account	Line Item	History			Budget APPROVED 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
65501	Bus Shelters/Bench on Folly Road									
65504	Wayfinding Signage	\$3,800								
65510	Folly Road Beautification (such as flagpoles)		\$3,670	\$21,000	\$10,000		\$10,000		\$10,000	
65515	Rethink Folly Road - Phase I				\$400,000		\$400,000		\$400,000	
65516	Rethink Folly Road - Phase II-III									
65520	JI Arts & Community Center Construction			\$24,189	\$1,705,570		\$2,000,000	moved all from GF capital	\$2,000,000	\$294,430
65529	Brantley Park (HTAX eligible)									
65530	Dock Street Park Improvements (HTAX eligible)				\$150,000		\$125,000	reduction	\$100,000	(\$50,000)
65540	Hillman Improvements (HTAX eligible)									
65550	Mill Point Park Improvements (HTAX eligible)			\$22,734	\$250,000		\$125,000	reduction	\$125,000	(\$125,000)
65560	Pinckney Park Improvements (HTAX eligible)			\$2,250						
65700	Land Acquisition (for uses allowed by HTAX)				\$661,176			move to items below		(\$661,176)
65705	Mill Point Park Acquisition			\$63,067			\$661,176	pay in january	\$661,176	\$661,176
65710	Grace Triangle Park Acquisition						\$400,000	moved from GF capital	\$400,000	\$400,000
65850	Other Park Projects (HTAX share)	\$13,033	\$16,675	\$47,402						
65860	Other Tourism-Related Projects		\$2,000	\$3,350	\$5,000		\$5,000		\$5,000	
		\$85,301	\$25,943	\$183,992	\$3,181,746	\$0	\$3,726,176		\$3,701,176	\$519,430
					\$454,234			Ending Budgeted Balance:	\$49,504	\$514,575

Town of James Island

OCTOBER 2025 AMENDMENT

Exhibit "B"

Stormwater Fund (Managed by County on behalf of Town) Budget FY 2025-2026

account	Line Item	History			Budgeted 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	Difference from APPROVED Budget
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
	Initial Balance	\$301,190	\$597,991	\$770,127	\$665,747		\$665,747		\$665,747	
	Stormwater Revenue	\$298,976	\$323,883		\$305,088		\$305,088		\$305,088	
	Interest		\$42,987		\$26,000		\$26,000		\$26,000	
	Stormwater Expense	\$2,175	\$194,734		\$596,835	\$97,468	\$596,835	Co assumes we'll use it all	\$596,835	
	Transfer Out to Capital Projects				\$400,000			vac-truck share	\$400,000	
	Ending Balance	\$597,991	\$770,127	\$770,127	\$0	(\$97,468)	\$400,000		\$0	

ATAX Budget FY 2025-2026

account	Line Item	History			Budgeted 2025-2026	Through Sept 25% 2025-2026	EOY 2025-2026		Proposed AMENDMENT 2025-2026	
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025			Estimate	notes		
	Initial Balance	\$12,809	\$41,482	\$24,895	\$34,824	\$23,624	\$23,624		\$23,624	(\$11,200)
	ATAX Revenues	\$73,765	\$41,652							
42010	State			\$66,061		\$24,214	\$67,500		\$67,500	
42020	County			\$3,535		\$580	\$7,500		\$7,500	
				\$69,596	\$75,000	\$24,795	\$75,000		\$75,000	
	Operating Expense	\$45,092	\$84,410							
68010	Tourism Related Expenses			\$43,367	\$94,430	\$0	\$61,930		\$61,930	(\$32,500)
68050	Advertising and Promotion					\$0	\$5,000	sea island chamber here	\$5,000	\$5,000
	Transfer to General Fund			\$27,500	\$0	\$0	\$27,500		\$27,500	\$27,500
	Change in Fund Balance:	\$28,673	(\$42,758)	(\$1,271)	(\$19,430)	\$24,795	\$0		(\$19,430)	
	Ending RESTRICTED Balance	\$41,482	(\$1,276)	\$23,624	\$15,394	\$48,419	\$23,624		\$4,194	0

ORDINANCE 2025-10

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: (EXHIBIT A): DEFINITIONS: SECTION 153.013; NONCONFORMING STRUCTURES: SECTION 153.359 (A); AND NONCONFORMING REGISTERED ACCESSORY DWELLING UNITS (ADUS): SECTION 153.362.

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text amendments of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has recommended that the Town of James Island Council adopt the proposed text amendments of the ZLDR as set forth in Section 153.013, 153.359, and 153.362 herein; and

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

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

- (1). The proposed amendments correct an error or inconsistency or meets the challenge of a changing condition; and
- (B). The proposed amendments are consistent with the adopted Town of James Island Comprehensive Plan and goals as stated in Section 153.005; and
- (C). The proposed amendments are to further the public welfare in any other regard specified by Town Council.

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

SECTION I. FINDINGS INCORPORATED

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

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

The Town of James Island Zoning and Land Development Regulations Ordinance is hereby amended to include the text amendments of Section 153.013, 153.359, and 153.362 and is attached hereto as "Exhibit A" and made a part of this Ordinance by reference.

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 20th day of November 2025.

TOWN OF JAMES ISLAND COUNCIL

By: _____
Frances H. Lyon
Mayor of the Town of James Island

ATTEST:

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

First Reading: October 16, 2025
Public Hearing November 20, 2025
Second Reading: November 20, 2025

§ 153.013 DEFINITIONS.

ACCESSORY DWELLING UNIT (ADU). A Dwelling Unit providing complete, independent living facilities for one or more persons that is separate from and subordinate to the principal Dwelling Unit, while both Units are serviced by one electrical meter. This definition includes Garage Apartments.

NONCONFORMING REGISTERED ACCESSORY DWELLING UNIT (ADU). An ADU that existed on or before October 18, 2012, but which no longer complies with the density, intensity, and dimensional standards of the underlying zoning district, yet has met the applicable requirements in Section 153.362 to be considered a registered and allowed (legal) ADU.

§ 153.356 EXISTING NONCONFORMITIES.

(A) *Authority to continue.* Any nonconformity that legally existed on October 18, 2012 or that becomes nonconforming upon the adoption of any amendment of this chapter may be continued in accordance with the provisions of this subchapter.

(B) *Determination of nonconformity status.* The burden of establishing that a nonconformity is a legal nonconformity shall, in all cases, rest solely upon the owner of such nonconformity.

(C) *Repairs and maintenance.* Incidental repairs and normal maintenance of nonconformities shall be permitted unless such repairs are otherwise expressly prohibited by this chapter. Nothing in this subchapter shall be construed to prevent structures from being structurally strengthened or restored to a safe condition, in accordance with an official order of the Director of Building Inspection or his or her designee.

(D) *Change of tenancy or ownership.* The status of nonconformity is not affected by changes of tenancy, ownership, or management.

(Ord. 2012-06, §§ 10.1.2 through 10.1.5, passed 10-18-2012; Ord. 2013-09, passed 8-15-2013)

§ 153.359 NONCONFORMING STRUCTURES.

(A) *Definition.* A **NONCONFORMING STRUCTURE** is any building or structure that was legally established but which no longer complies with the density, intensity, and dimensional standards of the underlying zoning district. **For NONCONFORMING REGISTERED ADU Regulations, See Section 153.362.**

(B) *Use.* A nonconforming structure may be used for any use allowed in the underlying zoning district.

(C) *Expansion.* A nonconforming residential structure may be enlarged or expanded if such residential expansion follows the outside wall at ground level, other than porches, decks, or canopies. The outside wall (other than porches, decks, or canopies) of a nonconforming residential structure that does not meet current dimensional standards (setbacks), shall only be allowed to expand vertically from ground level provided that such expansion does not exceed the maximum building height requirements for that zoning district or encroach into any setback. All other expansion shall meet all other applicable portions of the chapter including density, intensity, and dimensional standards.

(D) *Moving.* A nonconforming structure may be moved in whole or in part to another location if the movement or relocation does not increase the extent of nonconformity.

(E) *Subdivision.* If a lot is occupied by a nonconforming structure, it may be subdivided provided that subdividing does not create a new nonconformity or increase the degree of nonconformance of the structure.

(F) *Loss of legal nonconforming status; damage or destruction.*

(1) No nonconforming commercial or industrial structure that is damaged by fire or any other cause shall be restored if the cost of the repair work equals 50% or more of the structure's total physical replacement cost. Determination of physical replacement costs shall be made by the Director of Building Inspection. When such repairs are allowed to be made, they shall be in full compliance with the regulations of this chapter.

(2) A nonconforming residential structure that is damaged by fire or any other cause may be restored. In such cases, the structure may be re-established to the extent that existed before the time of damage, within the pre-existing structure boundaries (footprint and height), provided that the repairs or rebuilding do not increase the degree of nonconformity and provided that such repairs, restoration, and reconstruction begin within 12 months of the date of such damage.

(3) Nothing in this section shall conflict with the requirements of the Federal Emergency Management Agency's Flood Plain Management Regulations.

(Ord. 2012-06, § 10.3, passed 10-18-2012; Ord. 2013-09, passed 8-15-2013)

§ 153.362 NONCONFORMING REGISTERED ACCESSORY DWELLING UNITS (ADUs).

DWELLING (DWELLING UNIT). A building or portion of it designed and used for residential occupancy by a single household and that includes exclusive sleeping, cooking, eating, and sanitation facilities.

ACCESSORY DWELLING UNIT (ADU). A Dwelling Unit providing complete, independent living facilities for one or more persons that is separate from and subordinate to the principal Dwelling Unit, while both Units are serviced by one electrical meter. This definition includes Garage Apartments.

- (A) **Definition.** A **NONCONFORMING REGISTERED ADU** is an ADU that existed on or before October 18, 2012, but which no longer complies with the density, intensity, and dimensional standards of the underlying zoning district, yet has met the following requirements to be considered a registered and allowed (legal) ADU.
- (B) **Determination.** The burden of establishing that a nonconforming ADU existed before October 18, 2012, and that all requirements contained in this section are satisfied, in all cases, rests solely upon the owner of such nonconformity. Acceptable documentation for proving that a nonconforming ADU existed on or before October 18, 2012 may consist of sworn affidavits from adjacent property owners and others who have personal knowledge, and/or other evidence deemed necessary and/or sufficient by the Zoning Administrator.
- (C) **Requirements:**
1. Must apply for Nonconforming Registered ADU approval through the application, and receive approval from the Zoning Administrator in order to continue occupancy.
 2. Only one Nonconforming Registered ADU shall be permitted per lot.
 3. Full-time property owner must reside on property. Proof of full-time residency must be provided at the time of application with owner-occupied legal residence tax bill, driver's license, voter registration, vehicle registration, and any other documentation requested by the Zoning Administrator and listed on the application.
 4. Separate electrical meters shall not be allowed for Nonconforming Registered ADUs.
 5. Nothing in this section shall conflict with the requirements of the Federal Emergency Management Agency's Flood Plain Management Regulations or the current adopted flood ordinance.
 6. There shall be no adding to the existing footprint (expansion) of the Nonconforming Registered ADU.
 7. If structure does not have a Certificate of Occupancy for habitation, retroactive building permits from Charleston County Building Services and applicable zoning permits must be obtained. This may include updating the structure to comply with current building code, inspections, flood regulations,

and any other applicable federal and state regulations including all requirements of the applicable code of ordinances.

8. Applicant must notify all appropriate government, utility and emergency service providers (including but not limited to JIPSD, CWS, 911, and Charleston County Addressing), and provide letters of coordination from each entity, per application.