Town of James Island, Regular Town Council Meeting
November 19, 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

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

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

1) Opening Exercises: (Councilwoman Drayton-Crumblin)

2) Public Hearing: Ordinance # 2026-15: Proposed Amendments to Zoning and Land Development Regulations (ZLDR) including Amending Corner Setback Requirements in the Low-Density Suburban Residential (RSL) Zoning District allowing for Duplexes, with Conditions, in the Residential office (OR) Zoning District.

3) Special Orders of Business:

   Proclamation: World Pancreatic Cancer Day

   James Island Comprehensive Plan Kick-off Presentation

4) Public Comment:

5) Consent Agenda:

   a) Minutes: Town Council Meeting, October 15, 2026

6) Information Reports:

   a) Mayor's Report
   b) Finance Report
   c) Island Sheriff's Patrol Report
   d) Public Works Report
   e) Code Enforcement Report

7) Requests for Consideration by Staff:

8) Requests for Consideration by Council:

- Community Assistance Grant Award Recommendations
- Petition Requesting Installation of Speed Humps on West Madison Avenue

9) Committee Reports

a) Land Use Committee:
b) James Island Pride/Making our Island Beautiful
c) Children's Committee
d) Neighborhood Council
   - Appointment of David Shepp, Marsh Point Subdivision
   - Appointment of Daniel Vincent, Lawton Bluff Subdivision
e) History Committee
f) Rethink Folly Road
g) Drainage Committee
h) Business Development Committee
i) Trees Advisory Committee
j) James Island Intergovernmental Council
k) Accommodations Tax Committee
l) James Island Arts Council
m) Parks and Gardens Council

10) Resolutions:

Resolution # 2026-11: Honoring a Flag Display in Memory of Sergeant Scipio C. Williams, Jr.

11) Ordinances up for First Reading:

- Ordinance #2026-15: Proposed Amendments to Zoning and Land Development Regulations (ZLDR) including Amending Corner Setback Requirements in the Low-Density Suburban Residential (RSL) Zoning District allowing for Duplexes, with Conditions, in the Residential office (OR) Zoning District
- Ordinance #2026-16: Proposed Amendment to Ordinance #2015-10: Amendment to Section 93.02, Regulation of Fireworks Discharge

12) Ordinances up for Second/Final Reading:

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

13) Old Business:

14) New Business:

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

16) Return to Regular Session:

17) Announcements/Closing Comments:

18) Adjournment:

ORDINANCE 2026-15

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: (EXHIBIT A): SECTION 153.066: MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS, DIMENSIONAL STANDARDS DEFINED; USE TABLE 153.110; AND SECTION 153.122: ATTACHED SINGLE-FAMILY DWELLINGS/DUPLEXES.

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 153.066, Table 153.110, and Section 153.122 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 153.066, Table 153.110, and Section 153.122 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 17th day of December 2026.

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: November 19, 2026
Public Hearing November 19, 2026
Second Reading: December 17, 2026

§ 153.066 MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS; DIMENSIONAL STANDARDS DEFINED.

(C) *Setbacks.* ***SETBACKS*** refer to the unobstructed, unoccupied open area between the furthermost projection of a structure and the property line of the lot on which the structure is located, except as modified by the standards of this section.

(1) *Exceptions to setbacks.* Every part of a required setback must be open and unobstructed from the ground to the sky except as set out in this division.

(a) Trees, shrubbery, or other landscape features may be located within any required setback; however, they shall be selected for site specific conditions. Plant material to be located adjacent to public drainage easements and rights-of- way shall be selected and placed not to impede future access. Additionally, vegetation planted within utility easements shall be selected and sited to minimize pruning for future maintenance and clearance of such utilities. The Zoning Administrator may require modifications (substitutions and relocation) of plant material on proposed landscape plans when necessary to ensure access and ease of maintenance to any easements and rights-of-way and to preserve the public health, safety, and welfare.

(b) 1. Fences and walls may be located within any required setback, provided that in residential, office, and commercial districts no fence, wall, or hedge shall exceed:

a. Four feet in height when located within any front or street side setback with the exception of chain link fences, which can be six feet in height; or

b. Eight feet in height when located in an interior side or rear setback.

2. In all zoning districts, fences, hedges, and walls may be located within any required setback, provided that no fence, wall, or hedge shall obstruct the view of vehicular access to any roadway between three and ten feet in height above grade. For the safety of pedestrian and vehicular traffic, in residential zoning districts, an unobstructed vision clearance triangle shall be maintained along intersections of residential driveways with adjacent roadways. The vision clearance triangle shall be formed by the connection of a perpendicular line measuring 15 feet from the point of intersection at the edge of the travelway into the driveway and a 15-foot parallel line away from the point of intersection along the roadway (see Figure 153.066.1). Residential driveways along roadways with a classification of collector or higher may be subject to a greater distance of measurement.

(c) Driveways may be located in front and side setbacks.

(d) Sidewalks may be located within any required setback.

(e) Utility lines, wires, and associated structures, such as power poles, may be located within any required setback.

(f) Uncovered porches, uncovered steps to building entrances, uncovered patio decks, and uncovered balconies may extend up to five feet into any required front, rear, or street side setback.

(g) Openwork fire balconies and fire escapes may extend up to five feet into any required side setback.

(h) Sills, belt courses, cornices, buttresses, eaves, and other architectural features may extend up to two feet into any required setback.

(i) Chimneys and flues may extend up to two feet into any required setback.

(j) Satellite dish antennas may be placed in required rear setbacks.

(k) Mechanical equipment, including heating ventilation and air conditioning (HVAC) equipment may be extended up to five feet into required side or rear setbacks in all zoning districts.

(2) *Contextual setbacks.* Notwithstanding the front setback requirements of the underlying zoning district, the front building line of any structure or addition to a structure may be as close to the street as the front building line of a structure located on any lot that is immediately adjacent to the subject lot. If the subject lot is located between two developed lots, the front building line of the structure that is set back further from the street shall apply to the subject lot.

(3) *Front setbacks on narrow streets.* Where a lot abuts a dedicated street (that has been accepted for street maintenance) with a right-of-way width of less than 50 feet, the required front setback shall be measured from the center line of the right-of-way, provided all building code and fire/safety requirements are met.

~~(4) *Setbacks on corner and double-frontage lots.* On corner and double-frontage lots, front setback standards will apply to each lot line that borders a street. The remaining lot lines will be subject to side setback standards. There is no rear lot line.~~

(4) Setbacks on corner and double frontage lots. On corner and double-frontage lots, the front/street side setback requirements shall apply to each lot line that borders a street, provided, however, that the applicant shall identify one street frontage as the front lot line to which the front/street side setback shall apply, and the remaining front/street side setback shall be at least 50% of the required front/street side setback requirement. The rear setback requirements shall apply to the lot line opposite the front lot line, and the side setback requirements shall apply to the interior lot line. In cases where the street frontages are opposite one another, the side setback requirements shall apply to the remaining lot lines and there is no rear lot line.

(5) *Reduction for public purpose.* When an existing setback is affected because of conveyance to a federal, state, or local government for a public purpose and the remaining setback is at least 50% of the required minimum setback for the district in which it is located, then that remaining setback will be deemed to satisfy the minimum setback standards of this chapter.

(6) *Front setbacks on narrow ingress/egress easements.* Where a lot abuts an ingress/egress easement (that has not been accepted for street maintenance) with a width of less than 50 feet, and is used as a primary access point to the lot as indicated on an approved plat recorded prior to October 18, 2012 (with dashed or solid lines), the required front setback shall be measured from the center line of the easement, provided all building code and fire/safety requirements are met. There shall be a minimum 25-foot setback between the edge of the easement to the front of any structure.

(7) Setback encroachments less than 12 inches. A Variance may not be required when a structure encroaches less than 12 inches into any required setback as shown on an as-built survey or site plan drawn to an engineer's scale. Such administrative setback reductions shall be determined by the Zoning Administrator on a case-by-case basis.

Table 153.110	*Zoning Districts*											*Condition*
	NRM-25	*AG-5*	*AGR*	*RSL*	*RSM*	*MHS*	*OR*	*OG*	*CN*	*CC*	*I*	
SUPPORT ACTIVITIES FOR AGRICULTURE USES												
Agricultural processing	C	C	S								A	§ 153.121
Agricultural sales or services	A	A	C							A	A	§ 153.164
Roadside stands, including the sale of sweetgrass baskets	C	C	C	C	C	C	C	C	C	C	C	§ 153.164, § 153.178
RESIDENTIAL USES												
Affordable dwelling units	S	C	C	C	A		C					§ 153.139
Child caring institution (more than 20 children)	S	S	S	S	S	S	S					
Congregate living for the elderly (up to 15 residents)	S	S	S	S	S	S	S					
Duplex					A	S	**C**					§ 153.122
Dwelling group	C	C	C	C	C	C	C		C			§ 153.127
Farm labor housing (up to 10 residents)	C	C	C									§ 153.129
Farm labor housing (dormitory) (more than 10 residents)	S	S	S									§ 153.129
Group care home, residential (up to 20 children)	S	S	S	S	S	S	S					
Manufactured housing park												
Manufactured housing unit	A	A	A	C	C	A	C					§ 153.144
Manufactured housing unit, replacement	A	A	A	C	C	A	S					§ 153.144
Multi-family, including condominiums or apartments					A					A		
Retirement housing	S	S	S	S	S	S	S					

§ 153.122 ATTACHED SINGLE-FAMILY DWELLINGS/*DUPLEXES*.

Attached single-family dwellings shall be subject to the following standards. ***For duplex conditions, see (F) below.***

(A) *Number of attached units in a single structure.* In RSL and more restrictive districts, no single structure may contain more than one attached single-family dwelling. In all other districts, no single structure may contain more than eight attached single-family dwellings.

(B) *Lot area.* The minimum lot area for attached dwellings shall comply with the minimum lot area standards of the underlying zoning district. Where a common area is provided, minimum lot area requirements may be calculated as an average lot area by counting a proportionate amount of the common area in calculating the area of each lot.

(C) *Accessory structures.* All accessory structures shall be located on the property of the attached single-family dwelling and for the private use of the property occupant(s). A minimum interior setback of three feet is required between an accessory structure and the interior lot lines, provided that an accessory structure may be located on one of the zero lot lines when constructed of a material finish matching the dwelling unit exterior or is the same height and materially a part of a fence or wall.

(D) *Design standards.*

(1) The front facade of an attached single- family dwelling may not include more than 40% garage wall area.

(2) The roof of each attached single-family dwelling must be distinct from the other through either separation of roof pitches or direction, or other variation in roof design.

(3) At least 10% of the area of each facade that faces a street must be comprised of windows.

(E) *Other requirements.* Prior to development or redevelopment of attached housing on parcels in these districts, an applicant must complete site plan review and meet all standards of this chapter. Single- family detached residences are exempt from this requirement.

(F) *Duplexes. In zoning districts subject to conditions and on a lot that may not support density requirement minimums, one duplex shall be allowed provided that all other standards of the underlying zoning district are met.*

(Ord. 2012-06, § 6.4.2, passed 10-18-2012; Ord. 2013-02, passed 4-18-2013)

DUPLEX. Two single-family dwelling units contained within a single building, other than a manufactured housing unit.

SINGLE-FAMILY, ATTACHED. The use of a site for two or more dwelling units, constructed with common or abutting walls and each located on a separate lot. Also known as ***TOWNHOUSES*** or ***ROW HOUSES.***

Town of James Island Proclamation

World Pancreatic Cancer Day

Whereas *in 2026, an estimated 67,530 people will be diagnosed with pancreatic cancer in the United States and 52,740 will die from the disease;*

Whereas *pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and is projected to become the second leading cause around 2030;*

Whereas *pancreatic cancer is the only major cancer with a five-year relative survival rate at just 13 percent;*

Whereas *when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 87 percent of pancreatic patients die within the first five years;*

Whereas, *approximately 960 deaths will occur in South Carolina in 2026;*

Whereas *pancreatic cancer is the sixth most common cause of cancer related death across the world;*

Whereas *there were an estimated 510,992 new pancreatic cancer cases diagnosed worldwide in 2022;*

Whereas *the good health and well-being of the residents of James Island are enhanced as a direct result of increased awareness about the symptoms and risks of pancreatic cancer, and research into early detection, causes, and effective treatments; therefore, be it*

Resolved *that I, Brook Lyon, Mayor of the Town of James Island and the members of Town Council, proclaim November 19, 2026 as World Pancreatic Cancer Day in the Town of James Island.*

_____

Brook Lyon, Mayor
Town of James Island

ATTEST

_____

Frances Simmons, Town Clerk

November 19, 2026

The Town of James Island held its regularly scheduled meeting on Thursday, October 15, 2026, at 7:00 p.m. at the Town of James Island, 1122 Dills Bluff Road, James Island, SC. This meeting was also live-streamed on the Town's website at: www.jamesislandsc.us/livestream-townmeetings and was held in compliance with the S.C. Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Julia Drayton-Crumblin, Dr. Cynthia Mignano, Darren "Troy" Mullinax, Michael Williams, and Mayor Brook Lyon, who presided. A quorum was established to conduct business. Also present: Town Attorney, Brian Quisenberry, Town Engineer, Laura Cabiness, James Island Sheriff's Patrol, Captain Shawn James, Deputy Taryn Booth, and Town Clerk, Frances Simmons.

Mayor Lyon called the meeting to order at 7:00 p.m. She welcomed those in attendance and introduced herself and the members of Town Council. The Mayor stated that notice of the meeting had been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of James Island. She noted that the Town encourages public participation and welcomes comments before Town Council meetings. Residents wishing to address Council are limited to three (3) minutes and must sign in before speaking. Written comments may also be submitted in advance by email to info@jamesislandsc.us, by mail, or through the drop box located at Town Hall.

Opening Exercises: Councilman Dodson welcomed everyone and shared that his great-grandmother was a poet laureate in Clarksdale, Mississippi, where a statue honoring her is displayed. He recited one of her poems, which is inscribed on the statue: *"Spirit on high, come down, come in and rest thy hand upon this Town and let your love flow full and free, through human vessels just like me."* The Pledge of Allegiance followed. Mayor Lyon asked everyone to wish Councilman Dodson a Happy Birthday.

Mayor Lyon announced that the next item on the agenda was public comment. However, because several attendees were present for the proclamations, she requested a motion to amend the agenda to move proclamations to the next item. Councilman Mullinax made a motion to amend the agenda, which was seconded by Councilman Williams. There was no discussion, and the motion passed unanimously.

Proclamations and Resolutions:

Proclamation in Remembrance of Master Sergeant Scipio C. Williams, Jr. Mayor Lyon noted that the family of Master Sergeant Scipio C. Williams, Jr., was not present perhaps due to planning an event later in the week. Mayor Lyon recalled that when she and her husband first came to James Island, they were fortunate to find a brick mason named William Rivers, when they were working on their home. Over the years, they developed a close friendship with William and his family, who became like family to them.

Mayor Lyon explained that Scipio Williams was William Rivers' son-in-law and was killed in the barracks in Beirut during the terrorist bombing. Although she never had the opportunity to meet Scipio personally, she always felt a special connection to him through William and his family. She also recalled that when William passed away, she and her husband were asked to speak at his service, which she considered a great honor.

Although the Williams family was not present, Mayor Lyon stated that she would like to read the proclamation in remembrance of Master Sergeant Scipio C. Williams, Jr. The proclamation was read into the record.

Proclamation Recognizing November 12, Creuzfeldt-Jacob Disease Awareness Day: Mayor Lyon invited Tabatha Marlow forward and read the proclamation recognizing November 12 as Creutzfeldt-Jacob

Awareness Day. Mayor Lyon thanked Ms. Marlow for her efforts to raise awareness, support research, and help other families facing this devastating disease.

The proclamation was read into the record, followed by a photo session.

Proclamation Recognizing National Colonial Heritage Month: Mayor Lyon invited Jane Larion to come forward and read into the record a proclamation recognizing the Charles Town Chapter of the National Society of Colonial Dames of Charleston and designating October as National Colonial Heritage Month. Photo session followed.

Public Comment:

John Peters, 1301 Hampshire Rd. spoke about the ongoing development for the past year, reporting that he has experienced vibrations and shaking in his home, which is located diagonally across from the development. He stated that a loud boom occurred at 8:30 p.m. just the other day. He also reiterated concerns he had raised regarding the height of the homes, noting that the two-story houses can be seen through the windows from behind. He described the development as crammed and unappealing. Additionally, he expressed concerns about traffic on James Drive, explaining that the installation of speed humps on Waites has diverted traffic onto James Drive. He suggested installing a speed hump on James Drive to discourage drivers from speeding through that street.

Pagelyn Smalls, 1343 Secessionville Rd. Ms. Smalls' public comment is attached.

Nathaniel Smalls, Jr. 1343 Secessionville Rd. Mr. Smalls stated that Secessionville Road has become a speedway and requested increased law enforcement presence. He explained that when residents complain about speeding, officers typically park in the St. James parking lot for a few days and the speeding stops. However, once there are no officers there, the speeding continues. The speeding occurs along the stretch of Secessionville Road from Fort Johnson Road to the first turn at Westchester and has witnessed drivers passing one another before reaching the curve.

Mr. Smalls also raised concerns about the size of the Roundabout at Fort Johnson and Camp Roads. As a taxpayer, he questioned whether the design had a plan for school buses and larger vehicles. He noted that it appears to be one of the smallest on James Island. School buses cannot navigate the turnaround. He does not want to see tax dollars wasted and asked Council to please look into this.

Johnny Davis, 974 Honey Hill Road: Mayor Lyon read into the record the comment submitted by Mr. Davis via email. A copy is attached.

Consent Agenda

Minutes of Town Council Meeting: September 17, 2026: Mayor Lyon called for a motion to approve the meeting minutes from the September 17, 2026, Town Council meeting and a second for discussion. The motion was made by Councilman Dodson, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously.

Information Reports:

Mayor's Report:
Update on the Art and Community Center: Mayor Lyon reported that the underground electric and plumbing has been installed and slabs will be poured next week.

Building Department Update: Since inception on May 1, a total of 531 building applications; 379 active. Mayor Lyon complimented Safebuilt, Melissa Flick, Kristen Crane, and Laura Cabiness for doing a great job. The citizens and contractors are pleased as everything is going well.

Update on Dills Bluff Sidewalk Project: is scheduled to be completed in a few months. She realize that we are still having traffic issues heading up/down Dills Bluff, but this will end soon with a nice sidewalk for that section to connect our island.

New Art Exhibit: a new art exhibit is featured in the Town Hall lobby. She encouraged everyone to stop by to see it when the office is open. She complimented the artist on his unique style.

Native Plant Garden: a native plant garden was installed at the Town Hall this week.

Upcoming Events:

Charleston Horticultural Society/Mayors Roundtable: Town Hall will host the Charleston Horticultural Society, mayors and staff from the tri-county area, and speakers on Friday, October 16, from 8 to 10 a.m. This should be an exciting event.

Narcan Training: the monthly Narcan training will be held on Wednesday, October 21 at 6:00 p.m. at the Town Hall. This program is in sponsorship with our Opioid Grant. Mayor Lyon reminded everyone about the "Barney" box on the front porch with Narcan and encouraged everyone to take some to help saves lives in cases of overdoses.

Comprehensive Plan Workshop: the Planning Commission will meet on Monday, October 19 at 5 p.m. in preparation for our Comprehensive Plan Update. The Berkeley-Charleston-Dorchester (BCD) Council of Governments will be present to help us prepare for that.

Poetry Reading and Open Mic: will be held on Tuesday, October 27 at 7 p.m.

World Music Café: will be held on Friday, October 30 and is a fund-raiser for the Art and Community Center.

Joan Sooy Monument Dedication: Few individuals remain who remember Joan Sooy, the Town's first mayor, whose efforts were essential to the Town's establishment. Her photograph is displayed at the bottom of the wall. Mayor Sooy is buried at Holy Cross Cemetery, where the Town will erect a monument in her honor on Sunday, November 1, at 2 p.m. The event will feature food and music, with Mayor Sooy's daughter and son and several original council members in attendance. The History Commission has purchased a memorial stone in her honor. Members of the public are invited to commemorate the Town and Mayor Sooy's contributions.

Town Market: Mayor Lyon announced that the Town Market will be held on Friday, November 6 featuring John Price and the Moonshine Boys. This band has played at several Town Markets, and they draw a great crowd. Mayor Lyon encouraged everyone to attend.

Finance Report: Mayor Lyon addressed questions regarding the Finance Report. In response to Councilwoman Mignano's question, Mayor Lyon clarified that the **$6,382 in expenditures under Facilities, "Parks and Equipment,"** were for parks and covered three months, representing less than 25% of the 12-month fiscal cycles were not out of line .

In response to Councilman Williams, Mayor Lyon explained that the gravel on the trails at Pinckney Park had not been refreshed in some time and that the work was completed to address safety concerns.

Councilman Williams also requested clarification regarding the **$63,792 in building permit contract fees**, noting that there was no current budget allocation for this expense. Mayor Lyon explained that the Town collects building permit fees and pays 90% of those revenues to Safebuilt, retaining the remaining 10%. She stated that the amount reflected in the budget was high due to these transactions and that a budget amendment would be necessary to bring the accounts into balance. Councilman Dodson added that no data had been previously available to provide an accurate picture of what these expenses and revenues would look like.

Island Sheriff's Patrol Report: Captain James addressed a resident's concern about speeding along Secessionville Road. He explained that the area is within the City of Charleston and the Town may need to obtain the City's permission to enforce speeding regulations there. He acknowledged the speeding concerns but noted that the Town does not patrol the area because it falls within the City's jurisdiction. He also mentioned the speeding concerns on Avenue B, explaining that enforcement would require coordination among the County, City, and Town. Captain James reported that October was a relatively quiet month and reviewed the infractions that occurred during the month.

Public Works Report: the Public Works Report was provided and accepted as information to Council.

Code Enforcement Report: The Code Enforcement Report was provided and accepted as information to Council.

Requests for Consideration by Staff:

Nabors Drive Sidewalk Survey Update: Mayor Lyon reported that the Nabors sidewalk project was originally initiated in 2020 but was put on hold due to COVID-19. The Town budgeted $235,000 for the project and received $230,000 from Charleston County Transportation Sales Tax (TST). Recently, Representative Tom Hartnett earmarked an additional $230,000 in response to a funding request submitted by City Councilwoman Leslie Skardon to address the project's remaining funding needs as the City has not made a contribution.

Mayor Lyon explained that, since the Town Engineer Laura Cabiness began reviewing the project, incomplete survey work had been identified, requiring additional surveying and extensive utility markings to minimize potential conflicts during construction. Ms. Cabiness added that some utility providers had not responded to the 811 utility locate request, and existing gas and water lines had not been identified. The project remained on hold until March 2026, following the County TST Committee's approval of the additional funding. She said to minimize potential utility conflicts and avoid construction delays, Johnson, Laschober & Associates (JLA) recommended updating the survey and engaging ESP, a private utility locating company. ESP would use electromagnetic locating methods and ground-penetrating radar to determine the approximate horizontal locations of detectable underground utilities within the project area. Cornerstone would update the existing survey.

Councilwoman Mignano requested clarification regarding the total cost of the work. It was confirmed that the total was $19,000, consisting of $11,000 for ESP's utility locating services and $8,000 for Cornerstone's survey update. Councilwoman Mignano referenced a previous amount of $9,500 and was advised that this figure related to an earlier contract and that the current cost was $19,000.

DRAFT

Mayor Lyon called for a motion and a second for discussion. Councilwoman Mignano made the motion, and Councilman Dodson seconded it.

Councilwoman Drayton-Crumblin asked whether the Town would be solely responsible for the $19,000. Mayor Lyon responded that the cost, out of funds already allocated for the project. Councilman Dodson commented that spending $19,000 to mark the utilities now would help prevent utility disruptions. He also asked whether there was any recourse against the previous surveyors for errors in the original survey and Engineer Cabiness said no, they were incomplete. Mayor Lyon stated that Attorney Quisenberry had reviewed the contracts and raised several questions and would address any issues before the contract is signed.

Mayor Lyon commented on the traffic congestion and road conditions along Nabors Drive. Councilwoman Mignano added that she frequently travels the road and noted that many mothers with strollers and children riding bicycles use the area. She expressed concern that there is no grassy shoulder for pedestrians to move onto, creating potentially dangerous conditions.

Mayor Lyon shared that two City-owned properties have drainage issues and that the Town had been asked to include them in the drainage and engineering plans. She clarified that the Town would not use Town funds to address the City's drainage issues and emphasized that she did not want those issues to delay the Nabors Drive project. She stated that the City would need to secure funding for the two properties and understood that Councilwoman Skardon was actively working to obtain funding. However, she stressed that the Town could not wait for that funding before moving forward with the project. Mayor Lyon added that Town Engineer Laura Cabiness had completed some preliminary engineering work for the drainage issues separately from the main project for the City or County to pay for and reiterated that Town funds would not be used for the City's drainage improvements.

Vote

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

Unanimous

Requests for Consideration by Council:

Request to Use Council Chambers for Palmetto Fiber Arts Guild: Mayor Lyon called for a motion and a second for discussion for the Palmetto Fibert Arts Guild to use Council Chambers January-November 2027. Motion was made by Councilman Boles, seconded by Councilwoman Mignano. No discussion. Passed unanimously.

Request to use Council Chambers for Coastal Camelia Society: Mayor Lyon called for a motion and a second for discussion for the Coastal Camelia Society to use Council Chambers January -November 2027. Motion was made by Councilman Dodson, seconded by Councilwoman Mignano. No discussion. Passed unanimously.

Request to Approve Accommodations Tax Committee Recommendation of $57,000 to Town of James Island: Mayor Lyon explained that the Accommodations Tax Committee had approved the Town's grant

application which Council had authorized last month. No other requests were submitted to the committee this year. A copy of the grant application was included in Council's meeting packet last month and also provided at their seat tonight.
She stated that the available balance was $57,468 and that the funds had to be spent or they would be lost. She recalled a similar situation the previous year when the Town received slightly less than the available amount because she did not want to request additional funds.

Mayor Lyon called for a motion and a second to discuss adjusting the Accommodations Tax Committee's recommendation from $56,000 to $57,468. Councilman Dodson made the motion, seconded by Councilman Mullinax.

Vote:

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

Unanimous

Mayor Lyon called for a motion to accept the Town's Accommodations Tax Grant in the amount of $57,468. Councilman Dodson made the motion, seconded by Councilwoman Drayton-Crumblin. The motion passed unanimously.

Committee Reports

Land Use Committee: Mayor Lyon announced that there would be no BZA or regular Planning Commission meeting this month. There will be a special Planning Commission meeting on Monday, October 19 at 5 p.m. on discussion of the Comprehensive Plan. This should be an interesting meeting. Everyone was invited to attend.

James Island Pride/Making Our Island Beautiful: Councilwoman Drayton-Crumblin announced that the committee met tonight. A Helping Hands cleanup will be held on Saturday, October 17 at 9 a.m. Meet at Simeon Pinckney Park. On November 14 Helping Hands and an Adopt-a-Highway (AAH) clean cleanup will be held. Details to follow. Next meeting will be November 19 at 6:00 p.m.

Children's Committee: Councilwoman Mignano announced plans for the upcoming Children's Fall Festival, scheduled for Friday, November 13, from 3:00 to 6:30 p.m. at Town Hall. The festival will feature fun, games, music, and more. Councilwoman Mignano also announced that a donation box will be available at the festival to collect items for Abundantly More; a nonprofit organization that provides essential items to children entering foster care. She noted that children often enter foster care with only the clothes on their backs and highlighted the importance of supporting the organization's efforts. Additionally, Councilwoman Mignano announced that she will be working with Captain James, to coordinate the upcoming Thanksgiving meal initiative for families on James Island. A donation box will be available at the front desk for those wishing to contribute gift cards to support the effort.

Neighborhood Council: Councilman Mullinax announced the next meeting for Thursday, October 22 at 6:00 p.m. He moved to amend the agenda to add a committee appointment, seconded by Councilman Dodson and passed unanimously. Councilman Mullinax moved for the appointment of Carol Jackson to

represent the Bayfront subdivision, seconded by Councilwoman Drayton-Crumblin and passed unanimously.

History Commission: Councilman Williams reported that the History Commission's November Town Market theme will be on National American Heritage, while December's theme will focus on the Town of James Island. He reminded residents to attend the Payne RMUE Church Historical Marker unveiling on Sunday, October 18, at 12:30 p.m. at Payne Church on Camp Road. He also announced that a memorial marker dedication for former Mayor Joan Sooy is scheduled for Sunday, November 1, at Holy Cross Cemetery. Additionally, a cleanup at Battery Cheves in Fort Johnson Estates is planned.

Rethink Folly Road: Councilwoman Drayton-Crumblin announced the next meeting for Rethink Folly Road is scheduled for November 18 at 3:00 p.m. at the Town Hall.

Drainage Committee: No Report.

Business Development Committee: Councilman Dodson announced the next meeting for the Business Development Committee on November 4 at 5:00 p.m. at the Town Hall.

Trees Advisory Committee: Mayor Lyon gave an overview from the recent Trees Advisory Committee meeting. She noted that David Quick spoke at the meeting. A tree giveaway is planned for the November Town Market as well as for the upcoming Arbor Day Celebration. Plans for December 4

James Island Intergovernmental Council: Mayor Lyon announced the next meeting on Wednesday, October 228 at 7:00 p.m. at the Town Hall. Engineer, Laura Cabiness will give an update on sidewalks in the Town and Melissa Flick on Public Works and drainage projects.

Accommodations Tax Committee: Councilman Dodson gave an overview from the previous meeting held on September 21. He noted there was one applicant (the Town) to apply for the Accommodations Tax Grant and hopes we will have more the next time.

James Island Arts Council: Mayor Lyon reminded everyone of the Poetry Reading and Open Mic scheduled for Tuesday, October 27 at 7:00 p.m. and the World Music Café on Friday, October 30 at 7:00 p.m. and encouraged everyone to attend as there will be Spoleto quality talent.

Parks and Gardens Council: Mayor Lyon encouraged everyone to see the native plant garden in the front of the Town Hall during daylight.

Ordinances up for First Reading:

First Reading: Ordinance #2026-14: An Ordinance Amending Chapter 30 of the Code of Ordinances of the Town of James Island to Update the Date of Regular Municipal Elections to Comply with Updates to State Law: Mayor Lyon explained that the ordinance is required by state law to regulate the timing of municipal elections. The new law requires municipal general elections to be held on the first Tuesday after the first Monday in November of odd-numbered years, beginning with the November 2027 general election. Mayor Lyon called for a motion and a second to approve first reading. Councilman Boles made the motion, and Councilman Lewis seconded. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye

Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye

Unanimous

Ordinances up for Second/Final Reading:

Second Reading: Ordinance #2026-12: An Ordinance Amending the Town of James Island Town Regulations Concerning Livability #2012-09: Noise Offenses: Mayor Lyon read the ordinance by title and called for motion and a second to approve second reading. The motion was made by Councilwoman Mignano, seconded by Councilwoman Drayton-Crumblin. No discussion.

Vote

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

Unanimous

Second Reading: Ordinance #2026-13: Amending Ordinance #2026-05: Adopting the FY 2026-2027 Budget for the Town of James Island, SC to Ratify, Confirm, and Establish the Property Tax Millage Rate of 16.0 Mills for FY 2026-2027 Mayor Lyon read the ordinance by title and stated that the millage rate should have been included when the budget was adopted. She explained that the ordinance establishes and confirms the property millage rate at 16.0 mills, applying the Local Option Sales Tax (LOST) credit to cover the full amount of the millage. The Town does not collect property taxes; instead, the credit offsets the millage so that no property taxes are assessed.

Mayor Lyon called for a motion to approve the ordinance. Councilman Dodson made the motion, and Councilwoman Drayton-Crumblin seconded it.

Councilman Mullinax asked whether the local option sales tax was being used for the millage. Mayor Lyon confirmed the local option sales tax was used to credit the millage and use for the Town operations in order not to have a property tax. She responded that the millage rate remained the same as the previous year. She further explained that the millage had previously been reduced from 17.6 mills to 16.0 mills last year to bring the property tax amount to zero and ensure that property owners were not taxed.

Councilman Dodson further noted that the Town has to have a millage but does not have to charge a rate for that millage. The millage for the Town is 16.0; the charge per millage is zero; (0x16.0 = 0) so no property tax is collected, instead we used the local option sales tax to fund the Town.

Vote

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

DRAFT

Councilman Williams	Aye
Mayor Lyon	Aye

Passed 6-1

Old Business: None

New Business: None

Executive Session: Mayor Lyon stated that the Town may enter an Executive Session in accordance with the Code of Laws of South Carolina Section 30-4-70 (A) (2): for the receipt of legal advice regarding litigation matters regarding KT Properties, LLC vs. Town of James Island and contractual matters, including discussions of a proposed sale or purchase of property. Upon returning to open session the Council may act on matters discussed in the Executive Session.

Mayor Lyon called for a motion and a second to enter into the Executive Session. The motion was made by Councilman Dodson, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously and Council entered at 8:10 p.m.

Return to Regular Session: Mayor Lyon called for a motion to return to regular session at 8:44 p.m. The motion was made by Councilwoman Drayton-Crumblin, seconded by Councilwoman Mignano and passed unanimously. Mayor Lyon announced that no votes were taken during the Executive Session.

Motion: Councilman Dodson moved that the Town Council authorize the Mayor to purchase the real property commonly known as 1120 Hillman Street, also known as Lot 3, Hillman Street, Charleston County, South Carolina, bearing TMS # 428-03-00-066, for a purchase price of Three Hundred Twenty Thousand Dollars ($320,000), upon the terms and conditions set forth in the proposed Agreement to Purchase and Sale and the proposed Possession by Seller After Closing Agreement presented to Town Council during the Executive Session.

Councilman Dodson further moved that the Mayor be authorized, on behalf of the Town, to execute those agreements and all other documents reasonably necessary to conduct due diligence, obtain good and marketable title, close the transaction, and complete the acquisition, including payment of the purchase price, closing costs, and reimbursement of documented trailer-removal expenses in an amount not to exceed Ten Thousand Dollars ($10,000.00), as provided in the Possession by Seller After Closing Agreement.

Councilman Dodson further moved to authorize the Mayor, in consultation with the Town Attorney, to approve and execute nonmaterial revisions to the agreement and closing documents, as necessary. Councilwoman Drayton-Crumblin offered a second to all of the motions that came forth by Councilman Dodson. No discussion.

Vote

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

Passed 6-1

DRAFT

Announcements/Closing Comments:
All of Council wished everyone a safe Halloween and thanked the Island Sheriffs Patrol for their service. Councilman Willliams recognized Ed Greene, who never misses a Council meeting, for his efforts in getting the massive pile of dirt at the end of the connector cleaned up. Mayor Lyon reminded everyone to attend the upcoming events scheduled at the Town.

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:48 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

DRAFT

My name is pagelyn smalls I am a junior at the university of South Carolina double majoring and political science in African-American studies. I stand here today as a sixth generation Charlestonian specifically James Island native. My great great grandmother Mary “Feedie” Roper was the only midwife on James Island during Jim Crow and my grandfather “MaChild” Bermaine Davis was a cabbie for black James Island residence commuting them between downtown Charleston and James Island. This island that I have come to know in love has been drastically changing before my eyes every time I come home. Whether that be fighting to preserve the legacy of Gullah settlement communities , especially with constant issues of being able to access resources vital to our community like the water due to rapid tone deaf expansion and gated communities, and/or the erasure of black neighborhoods due to rapid gentrification in my own familial neighborhood like westchester. That said,I emplore for you to continue to stand up for the rights of all James Island natives building bridges between the beenyas and comeyas. I emplore you to stand up for the history of James Island, and I employ you to preserve the beauty of James Island. Not just i a beautiful history that I am a legacy of but the beauty that continues to be jaded by rapid expansion, traffic, and population congestion. Thank you.

AGREEMENT TO PURCHASE AND SALE

THIS AGREEMENT ("Agreement") made and entered into this _____ day of October, 2026, by and between **Carlton Manwell Swinton** (the "Seller") and **The Town of James Island,** its successors or assigns (the "Buyer").

WITNESSETH

In consideration of the mutual terms, covenants, conditions and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell and Buyer agrees to purchase the property more particularly described as **1120 Hillman St. a/k/a Lot 3 Hillman St., James Island, Charleston County, South Carolina bearing TMS Number 428-03-00-066** together with all and singular the tenements, hereditaments, rights, easements, and appurtenances now or hereafter belonging thereto (the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be **Three Hundred Twenty Thousand and no/100ths ($320,000.00)** Dollars, paid as follows:

   a) Earnest money in the amount of **Ten Thousand and no/100ths ($10,000.00) Dollars** paid by Buyer within forty-eight (48) hours of the ratification of this Contract and held by **Clement Rivers, LLP** ("Escrow Agent") pending closing;

   b) Remaining balance of the purchase price along with any closing costs or expenses as provided herein shall be paid to Escrow Agent at Closing by Buyer in immediately available funds.

3. Closing. The closing of the purchase and sale of the Property, herein called "Closing" shall be held on or before **November 20, 2026** (the "Closing Date"), ***TIME BEING OF THE ESSENCE***, at the offices of Clement Rivers, LLP, or at such other place as shall be mutually agreeable to the parties hereto. On or before the Closing Date, the Seller shall execute and deliver to Buyer, the following:

   a. A General Warranty deed in recordable form conveying marketable and insurable title to the Property to Buyer in fee simple free and clear of all liens and encumbrances.

   b. A Title Affidavit indicating that, as of the date of the Closing, there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving the Seller; that there are no labor or material furnished to the Property for which mechanic's liens could be filed; and that there are no other unrecorded leases or other interests in the Property of any kind.

   c. A FIRPTA Certificate, Seller's tax identification number or Social Security Number, and any other documentation as may be required by the Title Company (as hereinafter defined) or the attorney for the Buyer to carry out the terms, covenants, conditions, and intent of the within Contract.

   d. Such documents as Buyer's counsel, or the Title Company (as hereinafter defined), may reasonably request to evidence Seller's authority to execute and perform under

this Agreement and to execute and deliver all documents conveying the Property to Buyer.

e. South Carolina Withholding Affidavit and accompanying 1099.

f. Affidavit that the sale of the property will not be a sale of the majority of Seller's assets, or a tax compliance letter from the South Carolina Department of Revenue, if the sale is a majority of Seller's assets.

The sale described herein shall be closed in escrow pending a final title update and recording of all recordable documents.

4. Due Diligence/Inspection Period. Buyer will have until 5:00 p.m. on November 10, 2026 (the "Inspection Period") to make an inspection of the Property, including title matters, soil, engineering, planning, environmental, code, permitting, zoning, or other studies and investigations as Buyer shall deem appropriate. In any event Buyer, in Buyer's sole judgment and discretion, shall conclude that said inspections, reviews, studies, matters, and/or investigations are not satisfactory, for whatever reason, then Buyer may terminate this Agreement by delivering written notice of such termination to Seller on or before the expiration of the Inspection Period. If Buyer fails to timely give such notice of termination to Seller, this Paragraph shall be of no further force and effect, and Buyer shall have no further right to terminate this Agreement pursuant to this paragraph. If Buyer does give notice of termination to Seller on or before the expiration of the Inspection Period, then the Earnest Money shall be refunded to Buyer and the parties hereto shall have no further rights, duties or obligations under this Agreement. Buyer shall pay all costs incurred by Buyer in making any such inspections and investigations and shall indemnify, defend, and hold the Seller harmless from any liens, claims, losses and liability arising out of the Buyer's exercise of such right and privilege to go upon the Property.

   Seller shall maintain the Property and any appurtenant interest, fixtures, improvements, and systems, if any, in their current condition and shall not make any material changes thereto prior to Closing, unless otherwise provided herein.

5. Marketable Title. This sale shall be conditioned upon the delivery of a good and marketable title to the Property and title shall be conveyed to Buyer, free and clear of all encumbrances or liens. This sale shall be further conditioned upon Buyer obtaining, at the time of Closing, a standard ALTA owner's policy of title insurance in the amount of the Purchase Price issued by Chicago Title Insurance Company (the "Title Company"). The owner's title insurance policy shall insure the marketability of the title to the Property, free and clear of (i) all liens, rights, agreements, charges, and encumbrances, except the Permitted Exceptions, (ii) all survey exceptions, and (iii) unrecorded mechanics' or materialmen's liens. Buyer shall notify Seller of any objections or defects in the title prior to the expiration of the Inspection Period. If Buyer's objections cannot reasonably be removed or the defects cured by Seller, Buyer shall have the option of (a) accepting marketable title or such title as Seller can deliver without waiving any rights which Buyer may have under the Agreement, or (b) terminating this Agreement, in which case the Earnest Money shall be fully refunded to Buyer.

6. Risk of Loss. Until the purchase of the Property has been consummated on the date of Closing, all risk of loss of, or damage to, or destruction of, the Property or any personal property located on or affixed to the Property, whether by fire, flood, tornado, hurricane or other casualty, or by the exercise of the power of eminent domain, or otherwise, shall belong to and be borne by the

Seller. If, prior to Closing, the Property or any personal property located or affixed to the Property is damaged or destroyed, Buyer, at Buyer's option, may declare this Agreement null and void and receive a full refund of the Earnest Money. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage or destruction, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assigns to Buyer all of Seller's rights, title and interest in and to all insurance proceeds resulting from such damage or destruction. Seller agrees to keep the Property and all improvements located thereon insured against fire and all other hazards at the Property's full insurable value, unless otherwise provided herein.

7. Condemnation. If, prior to Closing, the Property or any part thereof shall be taken by eminent domain, this Agreement shall become null and void, at Buyer's sole option, and all Earnest Money shall be refunded to Buyer. Seller shall notify Buyer in writing of any such taking as soon as Seller becomes aware of it. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such taking, there shall be no reduction in, abatement of, or setoff against the Purchase Price and Seller shall assign to Buyer all of Seller's right, title and interest in and to any award or settlement made or to be made in the condemnation proceedings.

8. Brokerage Commission. Both Seller and Buyer acknowledge and understand that there is no agent involved in this transaction.

9. Closing Costs. The Seller shall be responsible for the fees or taxes for documentary stamps or other transfer taxes, including all fees due pursuant to South Carolina Code Section 12-24-10, et seq., due with respect to the transfer of the Property, and expenses actually incurred by the Seller to clear any and all encumbrances from the Property prior to Closing. The Buyer shall be responsible for costs of deed preparation and Seller's attorney's fees, customary buyer closing costs, including, but not limited to, obtaining title work, title insurance premium, lender costs, and all costs to obtain insurance, homeowner's association information, working capital assessments, and all Buyer's attorney's fees and costs incurred by Buyer to consummate the purchase.

10. Prorations. All rents, ad valorem taxes, user fees, and assessments due with respect to the Property for the calendar year of the Closing shall be prorated between Buyer and the Seller as of the Closing Date. If the actual amount of such taxes is not known as of such date, the proration will be on an equitable basis and will be based on the most current and accurate billing information available. If, upon receipt of the actual property tax bills for the year of Closing, such proration proves to be inaccurate, then the Seller and the Buyer shall correct any such malapportionment. Seller shall be responsible for payment of any delinquent taxes for any year other than the year of Closing. This paragraph shall survive Closing.

11. Possession. Unless otherwise provided herein, Seller shall transfer possession of the Property to Buyer at Closing free of all of Seller's possessions, personal property, trash and refuse and free of any Tenants and their possessions, personal property, trash and refuse.

12. Access to Property. Prior to the Closing, Buyer and Buyer's agents shall have reasonable access to the Property at reasonable times to conduct such inspections as Buyer shall deem appropriate. Buyer shall pay all costs incurred by Buyer in making such surveys, studies, inspections and investigations and shall indemnify, defend, and hold the Seller harmless from any liens, claims, losses or liabilities arising out of the Buyer's exercise of such right and privileges to go upon the Property. Seller shall notify any Tenants in residence of Buyer's right to access to the Property

prior to Closing and shall assist Buyer in gaining access to the Property in the event that Tenant is not cooperative.

13. Default and Remedy.

(a) Notwithstanding anything to the contrary in this Agreement, of Seller defaults under this Agreement prior to Closing and fails to cure such default within five (5) business days of notice thereof, at Buyer's option, Buyer may elect; (i) to terminate this Agreement in which case the Earnest Money shall be returned to Buyer together with payment by Seller to Buyer of all costs or expenses incurred by Buyer in connection with this Agreement or the transaction contemplated hereunder (including without limitation attorney's fees, due diligence expenses, and other out of pocket costs), and this Agreement shall, without further action of the parties, become null and void and neither party shall have any further rights or obligations under this Agreement, or (ii) to sue Seller for specific performance of the sale of the Property, in accordance with the terms of this Agreement. The parties recognize that if Seller breaches this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury, due to the unique nature of the Property.

(b) Notwithstanding anything to the contrary contained in this Agreement, if Buyer defaults under this Agreement as a result of which the Closing fails to occur and fails to cure such default within five (5) business days of notice thereof, the Earnest Money shall be forfeited to Seller as liquidated damages, which shall be Seller's sole and exclusive remedy at law or equity against Buyer, and neither party shall have any further rights or obligations under this Agreement. Seller and Buyer acknowledge and agree that (1) the Earnest Money is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of Closing to occur due to a default of Buyer under this Agreement; (2) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Agreement would be extremely difficult and impractical to determine; (3) the Earnest Money shall be and constitute valid liquidated damages and not a penalty; and (4) the Earnest Money shall be fully refundable to Buyer if the Closing fails to occur for any reason other than a default hereunder by Buyer.

14. Assignment. Buyer shall have the right to assign this Agreement to any entity owned or controlled in whole or in part by Buyer (or any affiliate, parent or subsidiary of Buyer), or may otherwise assign this Agreement without Seller's consent.

15. Survival. All of the terms, conditions, covenants, representations, warranties, and agreements in this Contract shall survive and continue in full force and effect and shall be enforceable after the Closing.

16. Notice. Notice to Seller and Buyer shall be deemed to have been made if deposited in the U.S. Mail, return receipt requested, with the date of postmark constituted the date of notification, or shall deemed to have been made by fax or email the date upon which such fax or email was sent to the parties using the information provided herein.

17. Entire Agreement, Modification. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in anyway change the terms, covenants, and conditions herein set forth, and that no modification of this

Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

18. Binding Effect. All covenants, agreements, warranties, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

19. Governing Law. This Agreement shall be governed by the law of the State of South Carolina.

20. Effective Date. The Effective Date of this Agreement for all purposes shall be the date when a fully-executed counterpart to this Agreement is delivered to the Buyer, signed and initialed by Buyer and Seller.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

22. Attorney's Fees. All attorneys' fees and other costs associated with this Agreement shall be paid by the party incurring them.

23. Terms of Offer. Intentionally Omitted.

24. Financing Contingency. None.

25. Confidentiality/Non-Solicitation. Seller agrees to keep confidential all discussions, negotiations, and proceedings relating to the Property and the proposed transaction between Buyer and Seller, and other matters regulated thereto. Seller will not solicit or entertain any offers or inquiries from third parties to purchase the Property while this Agreement is in effect. Buyer shall have all rights and remedies at law or in equity in the event of a breach of this confidentiality provision by Seller.

26. Special Stipulations/Conditions to Closing.

    a. As a closing contingency, Seller shall require that all Tenants/Occupants vacate the Property and remove all personal items, trash and refuse at least forty-eight (48) hours prior to Closing. Seller shall certify that this condition has been met at Closing.

    b. Seller shall remove, or cause to be removed, the trailer and all accessories or improvements attached thereto located on the Property within ninety (90) days of Closing as more specifically provided in a Post Occupancy Agreement to be executed by the Parties simultaneously hereiwth. This provision shall survive Closing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

WITNESSES:

_____

_____

BUYER: Town of James Island

_____
By: Mayor Brook Lyon

Date of Execution:_____

SELLER:

_____

_____
Carlton Manwell Swinton

Date of Execution:_____

_____ (Buyer) _____ (Buyer) _____ (Seller) _____ (Seller)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

POSSESSION BY SELLER
AFTER CLOSING AGREEMENT

In reference to the Agreement to Purchase and Sell Real Estate between the **Town of James Island, its successors or assigns** (the "Purchaser") and **Carlton Manwell Swinton** (the "Seller"), dated _____, 2026, covering real property known as **1120 Hillman St., James Island, Charleston County, South Carolina** bearing TMS Number 428-03-00-066 (hereinafter the "Property").

Seller wishes to retain possession of the Property after closing for the purpose of removing Seller's personal property from the Property and Purchaser is willing for Seller to do so under certain circumstances. Now, therefore, in consideration of the premises and of the mutual promises of the parties, Seller and Purchaser agree as follows:

WITNESSETH:

1. Purchaser grants permission to Seller to leave a trailer and associated improvements and attachments on the Property after closing for ninety (90) days commencing on the Closing Date and ending at 6:00 p.m. EST on day 90 days from the Closing Date (the "Term"). ***TIME IS OF THE ESSENCE.*** On or before the expiration of the Term, Seller shall remove, or cause to be removed, the trailer, all personal property therein, and all improvements and attachments thereto from the Property and shall cap all water/sewer connections and electrical lines. For purposes of this Agreement, "improvements and attachments" shall mean stairs, porches, posts, awnings, skirting, and tires.

2. Sellers shall pay to Purchaser a rental fee of $0.00 per week with the first week to be collected at Closing and the rental fee for subsequent weeks to be collected every Friday thereafter until the Term expires or until Seller vacates the Property as provided in Paragraph 1 above, whichever shall come first. In the event Sellers vacate the Property during any portion of a week for which the rental fee has already been paid, Sellers shall not be entitled to a refund.

3. Seller shall be responsible for all expenses associated with removal of the trailer and all personal property therein or affixed thereto and capping applicable utilities ("Removal Expenses"). Purchaser agrees to reimburse Seller for all documented Removal Expenses incurred by Seller not to exceed Ten Thousand and 00/100ths ($10,000.00) Dollars. To document Removal Expenses, Seller shall provide paid receipts to Purchaser within ten (10) business days after the removal of the trailer from the Property. ***Time being of the Essence.*** In the event that Seller fails to provide paid receipts for Removal Expenses within ten (10) business days, Seller shall be deemed to have waived any reimbursement owed hereunder. Upon timely receipt of paid receipts from Seller, Purchaser shall issue reimbursement within ten (10) business days.

4. Seller shall maintain adequate liability insurance for personal injury to other persons as well as adequate coverage for contents and personal belongings during the period of occupancy. Seller shall hold Purchaser harmless against any loss or damage to Sellers's personal property while such property is located at the premises. Purchaser shall maintain adequate insurance for casualty loss or damage to the Property.

5. During the period of occupancy after Closing, Seller shall be responsible for any damage to the Property arising out of the presence of Seller's trailer on the Property or removal of the trailer and any personal property therein or affixed thereto from the Property. Seller agrees to refrain from undertaking any alterations or changes to the Property without prior written consent of Purchaser, normal wear and tear expected.

6. During Seller's period of occupancy after Closing, Purchaser shall have the right of full access to the Property at reasonable times for purposes of inspection, and such right shall extend to Purchaser's agents or employees.

7. By affixing his signature hereto, Seller expressly intends and agrees to hold the Purchaser and Purchaser's agents harmless from any claims or actions for damages or injuries, including loss of life, which arise as a result of Seller's acts, the acts of his/her agents or vendors, or the acts of anyone else entering the Property during Seller's occupancy. This indemnity shall survive any expiration or termination of this Agreement.

8. It is specifically understood that should the Seller's trailer or personal property be destroyed by fire or other occurrence during the time that Seller is in possession after Closing, the risk of loss of Seller's trailer or personal property or bodily injury including death shall be borne by the Seller.

9. This Agreement shall not amend or supersede any of the respective rights and obligations of the parties under the Agreement to Purchase and Sell, other than such rights and obligations specifically described in this Agreement.

10. ***THIS AGREEMENT IS INTENDED ONLY TO GIVE THE SELLER THE RIGHT TO POSSESSION AFTER CLOSING TO ARRANGE REMOVAL OF THE TRAILER AND ASSOCIATED PERSONAL PROPERTY AND IS NOT INTENDED TO ESTABLISH A LANDLORD AND TENANT RELATIONSHIP.***

11. This Agreement shall be governed by South Carolina law and the parties shall be entitled to any and all remedies provided by law in the event of default.

WITNESSES:

PURCHASER: **Town of James Island**

_____

Witness #1

_____

Mayor Brook Lyon

_____

Witness #2

WITNESSES:

SELLER:

_____

Witness #1

_____

Carlton Manwell Swinton

_____

Witness #2

Mayor's Report

November 19, 2026

Joan Sooy Marker Event and Surprise

Update on the Art and Community Center

Building Department Update

Update on Dills Bluff Sidewalk Project

Update on Ft. Johnson Crosswalk

<u>Upcoming Events</u>

Narcan Training Wednesday, November 18, 6:00 p.m.

Battery Cheves Cleanup, 851 Robert E. Lee, November 21, 9:00 a.m.

Neighborhood Council Christmas Party, December 3, 6:00 p.m.

Tree Lighting and Town Market, December 4, 6:00 p.m.

Poetry Reading and Open Mic, December 9, 7:00 p.m.

November 2026 Finance Report

This monthly budget report covers July through October, the first four months of Fiscal Year 2026–2027 (33.3% or 1/3 of the year).

I did collapse the report some to help make it more readable. The Percent to Budget column highlights the variances discussed below. Please note that October was a 3-paycheck month.

The audit is in process and Gary Bailey has had a few requests, but it has been easy to provide the answers to him. His report will be available at a future Council Meeting.

Revenues

General Fund revenue totaled $1,730,520, or 30.4% of the annual budget. October revenue was $416,518.

- Brokers Tax (#40011) remains at $185,278, or 105.9% of budget.
- Building Permit Fees (#40015) totaled $233,074, or 1,294.9% of budget, including $61,102 in October. This revenue continues to reflect the transition to in-house permitting and this will be adjusted in a future budget amendment.
- Alcohol Licenses (#40090) are complete at $6,000 at the moment.
- Stormwater reimbursements (#40250) received $37,180 and stand at $58,390, or 23.7% of budget.
- State Aid to Subdivisions (#40300) received $82,760 in October, bringing receipts to $165,519, or 50.0% of budget.
- Homestead Exemption (#40320) remains at $42,937, or 93.3% of budget.

Expenses

Administration (Overall at 37.0%)

- Again, please note is was a three-paycheck month, so personnel costs look higher. However, this happens twice a year and our overall budget number is based on the yearly amount, we are still under the 33.3% for the month.
- Codification (#51020) costs are up at about 93.4% of the budget due to recent code changes. This item will likely push a little higher and need to be amended.
- Copier (#51025) costs are elevated at about 65.8% of budget due to repairs. The Mayor and I are working to get a new copier and leases for all of our Town Hall equipment.

- Business License Contract Fees (#51037) are at 390.4% of budget as that is a prior arrangement with a company to collect licenses. That contract has completed, but there may be a few years where they still end up collecting a few licenses for us. This line item will be amended.
- Building Permit Contract Fees (#51038) now total $144,041 against a zero budget. As previously reported, this is due to the permits coming in-house and this will be amended.
- Information Services (#51080) is at $68,775, or 49.1% of budget, after $35,257 in October. This is due to an annual renewal of our GOGov permitting software.

Elected Officials (Overall at 31.1%)

- Again, please note this was a three-paycheck month. We are still within the 33.3% threshold.

Public Works (Overall at 23.4%)

- Equipment / Software (#53060) is running high to budget due to the purchase of the laptop for the PW Manger back in July.
- Professional Services PW (#53160) is a little high (54.4%) due to crosswalk, speed hump, and encroachment work.
- PW Projects (#53170) is a bit over budget (42.9%) due to road maintenance related to vegetation clearing.
- Signage (over at 57.4%) continues to run high as there are many old signs and missing signs that have needed replacement in town.

Code Enforcement (Overall at 41.1%)

- Overgrown Lot Clearing (#54070) increased by $9,600 to 64% of the budget due to work on Ben Watson and Honey Hill road.
- Professional Services (#54160) continues to be over at 119% of the budget and will likely increase from this amount. As it has been necessary to involve SAFEbuilt for some cases involving building permitting as well as some difficult cases. This item will require a future budget amendment.

Planning, Zoning, Permitting (Overall at 48.8%)

- Arborist Reports (#55020) is running a bit high (61%) for the year due to citizens requests for tree removal as we are still in storm season and drought season.
- Professional Services (#55160) is higher (63.3%) as Laura Cabiness reviews numerous projects for the department and we have had a high number of planning and zoning permits due to taking the building permitting in-house.
- Supplies (#55200) is higher due to paper for the plotter which is purchased very infrequently. Note that the line item is 149.8%, but the amount budgeted was only $200.

Emergency Services / CERT (Overall at 3.3%)

- Nothing unusual

Facilities, Parks, and Equipment (Overall at 34.7%)

- Equipment and Fixtures (#57060) is over budget at 82.7%. This is primarily due to purchases of a bench for the Stiles Point dog park and previous months.
- The high amount $35,932 in Street Lights (#57180) is just simply that two bills came in and were paid in October.
- Utilities (#57190) and Vehicle/Equipment Fuel (#57250) line items remain high due to higher costs.
- Mill Point Park Maintenance (#57350) is higher to budget (68.8%) due to repairs addressed in previous reports.

Community Services (Overall at 9.7%)

- History Commission (#58070) has held several unveilings recently and the high cost in October reflects a purchase of a historic marker. Overall the line item is still under budget.
- Helping Hands (#58085) is running higher to budget (53.9%) due to equipment repairs and replacement.

Island Sheriff's Patrol (Overall at 35.9%)

- Nothing unusual.

Capital Projects (Overall at 2.6%)

- Nabors I (#62030) totaled $16,125 against a zero budget, including $10,195 in October. This budget item will require amendment. The project was planned for the 2027-2028 budget, so we will have to pull it back into this year since work is occurring. There are also likely no charges to some other projects like Greenhill Paving and Dills Bluff IV where this can all be addressed in a future amendment.
- The overage in the Audio / Visual Upgrades (#62600) line item was addressed in prior reporting.

Hospitality Tax and Accommodations Tax

- Hospitality Tax capital spending totaled $332,509, or 9.1% of budget. October included $45,013 for Arts & Community Center construction (#65520).
- Other HTAX Land Acquisition (#65715), which has a zero budget. This will need to be amended as this relates to the purchase of the lot right next to Town Hall on Hillman Street that the Council approved to proceed with at the October Council meeting.
- State Accommodations Tax revenue (#42010) remained at $29,056, or 43.0% of budget. Accommodations Tax expenditures totaled $600 through October. The check for the Sea Islands Chamber was recently written and the transfers for the Art and Community Center will still occur by the end of the year.

Mike Hemmer, Finance Director

Town of James Island

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	CURRENT TOTAL	BUDGETED	Percent to Budget
40000	**GENERAL FUND REVENUE**							
40010	**Brokers & Insurance Tax Program**							
40011	Brokers Tax Program (BTP)	$0	$185,278	$0	$0	$185,278	$175,000	105.9%
40012	Insurance Tax Program (ITP)	$0	$11,662	$0	$0	$11,662	$825,000	1.4%
40015	**Building Permit Fees**	$42,924	$39,042	$90,006	$61,102	$233,074	$18,000	1294.9%
40020	**Business Licenses**	$22,169	$21,582	$47,162	$17,838	$108,751	$480,000	22.7%
40025	**Donations/Contributions**			$100	$0	$100	$12,000	
40026	James Island Arts Council	$0	$0	$0	$0	$0	$0	0.0%
40027	Art and Community Center	$0	$450	$1,767	$0	$2,217	$8,000	27.7%
40030	Children's Commission	$0	$0	$0	$0	$0	$0	0.0%
40034	Helping Hands	$0	$0	$0	$0	$0	$0	0.0%
40036	History Commission	$0	$0	$0	$0	$0	$0	0.0%
40038	Pinckney Park	$0	$0	$0	$0	$0	$0	0.0%
40040	Town Hall	$0	$0	$0	$0	$0	$0	0.0%
40050	**Facility Rental Fees**	$2,050	$550	$2,500	$1,600	$6,700	$13,000	51.5%
40060	**Filing Fees**	$0	$0	$0	$0	$0	$0	0.0%
40070	**Franchise Fees**	$484	$26,633	$0	$286	$27,404	$325,000	8.4%
40080	**Interest Income**	$23,870	$25,081	$24,768	$26,381	$100,100	$250,000	40.0%
40090	**LOP - Alcohol Liceneses**	$6,000	$0	$0	$0	$6,000	$6,000	100.0%
40100	**Local Assessment Fees**	$0	$2,508	$0	$0	$2,508	$9,000	27.9%
40110	**Local Option Sales Tax**							
40112	LOST - Property Tax Credit Fund	$130,184	$270,780	$0	$129,036	$530,000	$1,420,000	37.3%
40114	LOST - Municipal Fund	$57,881	$120,470	$0	$57,601	$235,953	$660,000	35.8%
40120	**Miscellaneous Income**	$192	$60	$30	$20	$302	$2,000	15.1%
40200	**Planning & Zoning Fees**							
40202	Accessory Structure	$0	$0	$0	$0	$0	$60	0.0%
40204	BNB Permit	$0	$25	$25	$0	$50	$240	20.8%
40206	Board of Zoning Appeals	$250	$0	$0	$0	$250	$1,800	13.9%
40208	Clearing & Grubbing	$0	$0	$0	$0	$0	$30	0.0%
40209	Commercial Zoning Permit	$100	$300	$450	$100	$950	$2,400	39.6%
40210	Demolition	$0	$0	$0	$0	$0	$120	0.0%
40212	Exempt Plat	$0	$50	$0	$0	$50	$30	166.7%
40214	Home Occupation	$100	$175	$125	$50	$450	$1,200	37.5%
40216	Residential Zoning Permit	$2,400	$1,050	$3,125	$1,300	$7,875	$24,000	32.8%
40218	Rezoning Application	$0	$150	$0	$0	$150	$240	62.5%
40220	Sign Permits	$0	$50	$190	$240	$480	$240	200.0%
40222	Site Plan Review	$0	$0	$0	$0	$0	$30	0.0%
40224	Special Events	$0	$25	$0	$0	$25	$30	83.3%
40226	Temporary (Firework/Tree Stand)	$50	$100	$0	$175	$325	$600	54.2%
40228	Tree Permits	$400	$475	$350	$325	$1,550	$3,600	43.1%
40230	Subdivision Application	$340	$0	$0	$0	$340	$380	89.5%
40250	**Stormwater Fee Reimbursment from County SW Fund**	$0	$21,210	$0	$37,180	$58,390	$246,000	23.7%
40300	**State Aid to Subdivisions (LGF)**	$0	$0	$82,760	$82,760	$165,519	$330,762	50.0%
40310	**Telecommunications Tax Program (TTP)**	$0	$0	$0	$0	$0	$10,000	0.0%
40315	**Town Market Vendor Payments**	$0	$0	$605	$525	$1,130	$9,800	11.5%
40320	**Homestead Exemption**	$0	$42,937	$0	$0	$42,937	$46,000	93.3%
40500	**Grants**							
40530	SC Legislative Requests	$0	$0	$0	$0	$0	$635,000	0.0%
41000	**Transfers In**							
41010	State ATAX Allowance (25,000)	$0	$0	$0	$0	$0	$25,000	0.0%
41015	State ATAX Additional %	$0	$0	$0	$0	$0	$2,500	0.0%
41020	Transfer from HTAX for Public Safety of Tour Areas	$0	$0	$0	$0	$0	$150,000	0.0%
41025	Transfer from State ATAX for New JIACC Construc.	$0				$0	$0	0.0%
41030	Transfer from County ATAX for New JIACC Const	$0				$0	$0	0.0%
	REVENUE TOTAL:	$289,395	$770,643	$253,964	$416,518	$1,730,520	$5,693,062	30.4%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	CURRENT TOTAL	BUDGETED	Percent to Budget
51000	**ADMINISTRATION**							
51001	**Salaries**	$58,707	$58,683	$58,524	$89,423	$265,338	$900,000	29.5%
51005	**Benefits - Staff**	$24,556	$24,550	$24,506	$37,075	$110,687	$362,272	30.6%
51010	**Advertising**	$0	$0	$0	$0	$0	$3,000	0.0%
51012	**Audit**	$0	$0	$0	$0	$0	$16,000	0.0%
51015	**Banking**							
51016	Bank Charges	$130	$17	$0	$0	$146	$1,100	13.3%
51017	Bank Charges - Credit Card	$1,001	$0	$0	$0	$1,001	$0	0.0%
51020	**Codification**	$878	$1,456	$0	$0	$2,334	$2,500	93.4%
51025	**Copier**	$366	$273	$273	$2,050	$2,962	$4,500	65.8%
51030	**Dues, Memberships, and Subcriptions**	$22	$140	$22	$429	$613	$2,500	24.5%
51035	**MASC Membership**	$0	$0	$0	$0	$0	$5,400	0.0%
51037	**Business License Contract Fees**	$0	$1,952	$0	$0	$1,952	$500	390.4%
51038	**Building Permit Contract Fees**	$29,160	$34,632	$80,249	$0	$144,041	$0	0.0%
51040	**Elections**	$0	$0	$0	$0	$0	$0	0.0%
51050	**Employees**							
51051	Employee Appreciation	$145	$114	$0	$231	$489	$5,000	9.8%
51052	Employee Screening	$0	$0	$0	$0	$0	$150	0.0%
51053	Employee Training and Travel	$0	$275	$275	$0	$550	$5,500	10.0%
51055	Uniforms	$623	$232	$0	$0	$855	$3,000	28.5%
51060	**Equipment/Software/Maintenance**	$0	$102	$200	$2,265	$2,567	$5,000	51.3%
51070	**Grant Writing Services**	$0	$0	$0	$0	$0	$0	0.0%
51080	**Information Services**	$19,805	$9,168	$4,545	$35,257	$68,775	$140,000	49.1%
51090	**Insurance**	$0	$0	$1,925	$2,288	$4,213	$105,000	4.0%
51110	**Legal Services**	$17,373	$32,775	$19,024	$19,873	$89,044	$300,000	29.7%
51115	**Legal Settlement**	$0	$0	$0	$0	$0	$0	0.0%
51120	**Miscellaneous**	$0	$0	$86	$0	$86	$500	17.1%
51130	**Mileage Reimbursement**	$0	$0	$0	$0	$0	$600	0.0%
51150	**Postage**	$200	$212	$0	$0	$412	$15,000	2.7%
51160	**Professional Services**	$0	$3,000	$0	$0	$3,000	$12,000	25.0%
51200	**Supplies**	$838	$1,106	$657	$1,518	$4,120	$12,000	34.3%
	DEPARTMENT TOTAL:	$153,804	$168,686	$190,286	$190,409	$703,185	$1,901,522	37.0%

52000	**ELECTED OFFICIALS**							
52001	**Salaries**	$6,692	$6,692	$6,692	$10,038	$30,115	$87,000	34.6%
52005	**Benefits - Elected Officials**	$6,760	$6,760	$6,760	$10,140	$30,421	$100,100	30.4%
52030	**Council Expenses**	$133	$80	$87	$253	$553	$5,000	11.1%
52040	**Mayor Expense**	$0	$0	$0	$114	$114	$2,000	5.7%
52053	**Training**	$0	$0	$0	$0	$0	$3,000	0.0%
	DEPARTMENT TOTAL:	$13,586	$13,532	$13,539	$20,545	$61,203	$197,100	31.1%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

Reporting through October 2026

		1st Quarter			2nd Quarter			
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	CURRENT TOTAL	BUDGETED	Percent to Budget
53000	**PUBLIC WORKS**							
53030	Dues, Memberships, and Subscriptions (PW)	$0	$0	$0	$0	$0	$800	0.0%
53060	Equipment / Software PW (non-cap)	$2,173	$0	$0	$0	$2,173	$4,000	54.3%
53070	Groundskeeping	$1,968	$6,888	$1,962	$15,207	$26,025	$80,000	32.5%
53130	Mileage Reimbursement (PW)	$0	$0	$0	$0	$0	$0	0.0%
53160	Professional Services PW	$0	$578	$0	$4,860	$5,438	$10,000	54.4%
53162	Engineering Services	$0	$1,650	$1,485	$0	$3,135	$20,000	15.7%
53170	Projects PW (non-cap)	$0	$0	$0	$10,735	$10,735	$25,000	42.9%
53175	Stormwater Expenses (sent to County for Reimbursement)	$0	$12,535	$660	$26,223	$39,418	$246,000	16.0%
53176	County Stormwater Fee Payments	$0	$0	$0	$0	$0	$800	0.0%
53180	Public Outreach	$150	$0	$0	$0	$150	$300	50.0%
53190	Signage	$826	$3,773	$74	$495	$5,168	$9,000	57.4%
53200	Supplies PW	$86	$1,431	$0	$43	$1,560	$4,500	34.7%
	DEPARTMENT TOTAL:	$5,203	$26,855	$4,181	$57,563	$93,801	$400,400	23.4%
54000	**CODE ENFORCEMENT (ZONING/LIVABILITY)**							
54010	Animal Issues	$0	$0	$0	$0	$0	$2,000	0.0%
54015	Crime Watch Materials	$0	$0	$0	$0	$0	$1,000	0.0%
54030	Dues, Memberships, and Subscriptions (CE)	$0	$0	$0	$0	$0	$200	0.0%
54053	Employee Training (CE)	$0	$0	$0	$410	$410	$1,000	41.0%
54060	Equipment / Software (CE)	$0	$0	$0	$0	$0	$500	0.0%
54065	Inoperable Vehicle Towing	$0	$0	$0	$0	$0	$1,500	0.0%
54070	Overgrown Lot Clearing / Debris	$0	$0	$0	$9,600	$9,600	$15,000	64.0%
54075	Debris Removal Leins	$0	$0	$0	$0	$0	$5,000	0.0%
54160	Professional Services (CE)	$0	$0	$2,380	$0	$2,380	$2,000	119.0%
54190	Signage - Wayfinding	$0	$0	$50	$190	$240	$2,000	12.0%
54200	Supplies (CE)	$0	$0	$0	$0	$0	$500	0.0%
54300	Unsafe Buildings Demolition	$0	$0	$0	$0	$0	$0	0.0%
	DEPARTMENT TOTAL:	$0	$0	$2,430	$10,201	$12,631	$30,700	41.1%
55000	**PLANNING, ZONING, PERMITTING**							
55010	Advertising	$0	$0	$0	$0	$0	$1,000	0.0%
55020	Arborist Reports	$600	$2,100	$2,800	$600	$6,100	$10,000	61.0%
55030	Dues, Memberships, and Subscriptions (PZP)	$0	$0	$0	$0	$0	$1,000	0.0%
55060	Equipment / Software (PZP)	$0	$399	$199	$0	$598	$2,200	27.2%
55150	Postage (PZP)	$0	$0	$0	$0	$0	$400	0.0%
55160	Professional Services (PZP)	$0	$5,280	$4,950	$8,745	$18,975	$30,000	63.3%
55180	Public Outreach (PZP)	$0	$0	$0	$0	$0	$2,000	0.0%
55200	Supplies (PZP)	$0	$174	$0	$125	$300	$200	149.8%
55400	Planning Commission	$50	$0	$0	$113	$163	$4,000	4.1%
55500	Board of Zoning Appeals	$20	$0	$0	$113	$133	$3,000	4.4%
	DEPARTMENT TOTAL:	$670	$7,953	$7,949	$9,697	$26,269	$53,800	48.8%

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	CURRENT TOTAL	BUDGETED	Percent to Budget
56000	**EMERGENCY SERVICES / CERT**							
56053	**Employee Training and Travel**	$0	$0	$0	$0	$0	$1,500	0.0%
56060	**Equipment / Software (ESC)**	$0	$0	$0	$0	$0	$500	0.0%
56062	**Radio Contract**	$0	$924	$0	$0	$924	$4,500	20.5%
56065	**Mobile Devices**	$203	$203	$203	$203	$811	$2,700	30.0%
56070	**Generator Maintenance**	$0	$0	$0	$0	$0	$2,500	0.0%
56180	**Public Outreach (ESC)**	$0	$0	$0	$0	$0	$500	0.0%
56200	**Supplies (ESC)**	$29	$0	$0	$0	$29	$8,500	0.3%
56220	PPE	$135	$0	$0	$0	$135	$3,500	3.8%
56240	Response Supply Kits	$0	$0	$0	$0	$0	$1,200	0.0%
56300	**MISC - Emergency Management**	$0	$0	$0	$0	$0	$500	0.0%
56310	Meals	$0	$0	$0	$0	$0	$500	0.0%
56320	Accommodations	$0	$0	$0	$0	$0	$1,000	0.0%
56330	Fuel/Mileage	$0	$0	$0	$0	$0	$200	0.0%
56350	Other	$0	$0	$0	$0	$0	$0	0.0%
56500	**Emergency Activations**	$0	$0	$0	$0	$0	$30,000	0.0%
56800	**Teen CERT Program**	$0				$0	$0	0.0%
	DEPARTMENT TOTAL:	$367	$1,127	$203	$203	$1,899	$57,600	3.3%

57000	**FACILITIES, PARKS & EQUIPMENT**							
57060	**Equipment, Funitures, Fixtures (non-cap)**	$24	$1,222	$0	$1,234	$2,480	$3,000	82.7%
57070	**Facilty Rental Deposit Returns**	$500	$400	$725	$850	$2,475	$6,000	41.3%
57080	**Facilities Maintenance**	$887	$1,855	$6,382	$1,471	$10,594	$40,000	26.5%
57100	**Facility Upgrades / Construction (non-cap)**	$0	$0	$229	$0	$229	$4,000	5.7%
57120	**Fire Safety / First Aid / AED**	$1,080	$0	$0	$974	$2,054	$2,000	102.7%
57150	**Janitorial**	$1,650	$3,300	$1,650	$0	$6,600	$21,500	30.7%
57160	**Rent - Storage Unit**	$191	$191	$241	$0	$623	$1,750	35.6%
57170	**Security Monitoring**	$116	$131	$116	$116	$479	$4,000	12.0%
57180	**Street Lights**	$15,937	$17,406	$0	$35,932	$69,275	$195,000	35.5%
57190	**Utilities**	$3,908	$3,614	$2,311	$6,595	$16,427	$40,000	41.1%
57200	**Supplies**	$690	$756	$542	$752	$2,740	$7,000	39.1%
57250	**Vehicle and Equipment Fuel**	$581	$598	$436	$492	$2,107	$4,000	52.7%
57260	**Vehicle and Equipment Maintenance**	$821	$1,964	$54	$383	$3,223	$12,000	26.9%
57300	**NON-HTAX Maintenance**							
57310	Dog Stations	$141	$59	$118	$208	$526	$18,000	2.9%
57320	Brantley Park	$0	$0	$0	$0	$0	$500	0.0%
57330	Dock Street Park	$0	$0	$0	$0	$0	$15,000	0.0%
57340	Hillman Lot	$0	$0	$0	$0	$0	$500	0.0%
57350	Mill Point Park	$0	$14,405	$0	$2,800	$17,205	$25,000	68.8%
57360	Pinckney Park	$0	$8,868	$0	$500	$9,368	$25,000	37.5%
	DEPARTMENT TOTAL:	$26,525	$54,769	$12,804	$52,307	$146,405	$424,250	34.5%

Reporting through October 2026

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

		1st Quarter			2nd Quarter			
		July 1/12 or 8.33%	Aug 2/12 or 16.66%	Sept 3/12 or 25%	Oct 4/12 or 33.33%	CURRENT TOTAL	BUDGETED	Percent to Budget
58000	**COMMUNITY SERVICES**							
58010	Business Development Council	$0	$0	$0	$0	$0	$500	0.0%
58020	Children's Council	$0	$0	$0	$0	$0	$5,000	0.0%
58030	Community Service Contributions	$125	$0	$0	$0	$125	$50,000	0.3%
58040	Community Tutoring Programs	$0	$0	$0	$0	$0	$0	0.0%
58060	Drainage Council	$0	$0	$0	$0	$0	$500	0.0%
58070	History Commission	$62	$290	$0	$4,861	$5,214	$20,000	26.1%
58075	James Island Arts Council	$0	$0	$0	$0	$0	$6,000	0.0%
58080	James Island Pride	$0	$0	$263	$208	$471	$6,000	7.9%
58085	Helping Hands	$0	$125	$614	$338	$1,077	$2,000	53.9%
58090	Neighborhood Council	$0	$0	$0	$0	$0	$5,000	0.0%
58095	Parks and Gardens	$0	$0	$0	$0	$0	$10,000	0.0%
58100	Repair Care Program	$241	$6,800	$0	$0	$7,041	$40,000	17.6%
58120	Miscellaneous	$0	$0	$0	$0	$0	$0	0.0%
58200	Special / Community Events	$0	$2,070	$540	$1,358	$3,968	$15,000	26.5%
58210	Tree Council	$81	$140	$0	$0	$221	$15,000	1.5%
58215	Veterans Affairs Council	$0	$0	$0	$0	$0	$500	0.0%
58220	Youth Sports Program with CHS	$0	$0	$0	$0	$0	$12,200	0.0%
	DEPARTMENT TOTAL:	$509	$9,426	$1,417	$6,765	$18,116	$187,700	9.7%
59000	**ISLAND SHERIFF'S PATROL**							
59001	ISP Salaries	$35,115	$36,410	$58,798	$37,723	$168,045	$460,000	36.5%
59005	ISP Benefits	$10,154	$10,529	$17,003	$10,907	$48,593	$130,000	37.4%
59020	ISP Operating Costs (radio, fuel, maint, WL, vehicle use)	$7,330	$1,050	$40	$40	$8,460	$44,000	19.2%
59100	ISP Dedicated Officer	$0	$38,512	$0	$0	$38,512	$100,000	38.5%
	DEPARTMENT TOTAL:	$52,599	$86,501	$75,841	$48,670	$263,610	734,000	35.9%
60000	**TREE FUND**							
	PRIOR TREE FUND BALANCE					$206	$206	
44000	ESTIMATED FY REVENUE	$568	$0	$0	$0	$568	$2,000	28.4%
						$774	$2,206	
60010	Tree Maintenance and Care	$0	$0	$0	$0	$0	$10,000	0.0%
60020	Tree Planting	$0	$0	$0	$0	$0	$1,200	0.0%
	DEPARTMENT TOTAL:	$568	$0	$0	$0	**End Balance**	($8,994)	

Town of James Island Monthly Budget Report

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62000	**CAPITAL PROJECTS (non HTAX)**							
	ROAD / SIDEWALK INFRASTRUCTURE							
62014	**Dill's Bluff Sidewalk III & IV**	$0	$0	$0	$10,800	$10,800	$100,000	10.8%
62030	**Nabors I**	$0	$5,930	$0	$10,195	$16,125	$0	0.0%
62034	**Greenhill - Honeyhill Drainage/Paving**	$0	$0	$0	$0	$0	$58,800	0.0%
62040	**Traffic Calming Projects**	$2,445	$0	$0	$0	$2,445	$30,000	8.1%
62050	**Other Road / Sidewalk Projects**	$0	$0	$0	$0	$0	$5,000	0.0%
	TOTAL Road / Sidewalk Infrastructure	$2,445	$5,930	$0	$20,995	$29,370	$193,800	15.2%
	DRAINAGE / SEWER PROJECTS							
62060	**RIA Sewer Project (connections)**	$0	$0	$0	$0	$0	$700,000	0.0%
62062	Additional Sewer Connections	$0	$0	$0	$0	$0	$400,000	0.0%
62065	**James Island Creek Sewer Expansion Match**	$0	$0	$0	$0	$0	$230,043	0.0%
62200	**Other Drainage / Sewer Projects**	$0	$0	$0	$0	$0	$10,000	0.0%
62220	Bayfront Drainage Project	$0	$0	$0	$0	$0	$30,000	0.0%
	TOTAL Drainage / Sewer Projects	$0	$0	$0	$0	$0	$1,370,043	0.0%
	OTHER CAPITAL PROJECTS							
62522	**New Construction JIACC (ATAX match)**	$0	$0	$0	$0	$0	$0	0.0%
62600	**Audio / Visual Upgrades**	$0	$11,678	$0	$0	$11,678	$10,000	116.8%
62610	**Public Works Equipment to Capitalize**	$0	$0	$0	$0	$0	$5,000	0.0%
62620	**Vehicle Purchase**	$0	$0	$0	$0	$0	$5,000	0.0%
62650	**Town Hall**	$0	$0	$0	$0	$0	$10,000	0.0%
62670	Phone System	$0	$0	$0	$0	$0	$30,000	0.0%
62700	**Parks and Other**							
62710	Brantley (non-HTAX eligible)	$0	$0	$0	$0	$0	$0	0.0%
62720	Dock Street (non-HTAX eligible)	$0	$0	$0	$0	$0	$25,000	0.0%
62730	Mill Point (non-HTAX eligible)	$0	$0	$0	$2,200	$2,200	$25,000	8.8%
62740	Pinckney (non-HTAX eligible)	$0	$0	$0	$0	$0	$10,000	0.0%
62750	Grace Triangle (non-HTAX eligible)	$0	$0	$0	$0	$0	$5,000	0.0%
62800	**Land Acquisition (non-HTAX eligible)**	$0	$0	$0	$0	$0	$0	0.0%
	TOTAL Other Capital Projects	$0	$11,678	$0	$2,200	$13,878	$125,000	11.1%
	TOTAL ALL CAPITAL PROJECTS	$2,445	$17,608	$0	$23,195	$43,247	$1,688,843	2.6%

Reporting through October 2026

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

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	HOSPITALITY TAX (HTAX)							
	HTAX BALANCE FROM PRIOR YEAR					$3,385,333	$3,385,333	
43000	**HTAX Revenue**	$71,139	$118,782	$75,342	$0	$265,263	$800,000	33.2%
65000	**HTAX OPERATING FUND (non-cap)**							
65002	**Brantly Park Operating**	$0				$0	$0	0.0%
65003	**Camp and Folly Roads Landscaping Maintenance**	$0	$0	$0	$0	$0	$1,000	0.0%
65005	**Community Events**	$365	$840	$294	$600	$2,099	$27,000	7.8%
65007	**Guide to Historic JI**	$0	$0	$0	$0	$0	$1,000	0.0%
65012	**Holiday Decorations**	$0	$2,000	$0	$0	$2,000	$3,000	66.7%
65015	**Promotional Grants**	$0	$0	$0	$0	$0	$1,000	0.0%
65016	**Rethink Folly Road-Staff time**	$0	$0	$0	$0	$0	$500	0.0%
65020	**Town Market**	$546	$2,803	$3,000	$1,380	$7,729	$25,000	30.9%
65030	**JIACC Operations**	$0				$0	$0	0.0%
65300	**Public Safety of Tourism Areas (25% of ISP transfer to GF)**	$0	$0	$0	$0	$0	$150,000	0.0%
	TOTAL OPERATING:	$911	$5,643	$3,294	$1,980	$11,828	$208,500	5.7%
65500	**HTAX ELIGIBLE CAPITAL PROJECTS**							
65510	**Folly Road Beautification**	$0	$0	$0	$0	$0	$10,000	0.0%
65515	**Rethink Folly Phase I**	$0	$0	$0	$0	$0	$250,000	0.0%
65516	**Rethink Folly Phases II & III**	$0				$0	$0	0.0%
65520	**James Island Arts & Community Center Construction**	$0	$680	$237,011	$45,013	$282,704	$2,350,000	12.0%
65529	**Brantley Park Improvements**	$0				$0	$0	0.0%
65530	**Dock Street Improvements**	$0	$0	$318	$3,350	$3,668	$125,000	2.9%
65540	**Hillman Lots Improvements**	$225	$28,700	$0	$155	$29,080	$85,000	34.2%
65550	**Mill Point Improvements**	$0	$0	$1,788	$2,720	$4,508	$125,000	3.6%
65560	**Pinckney Park Improvements**	$0	$0	$0	$0	$0	$0	0.0%
65570	**Grace Traingle Park Improvements**	$0	$0	$0	$2,550	$2,550	$50,000	5.1%
65700	**Land Acquisition for HTAX uses**							
65705	Mill Point Park Acquisition	$0	$0	$0	$0	$0	$661,176	0.0%
65710	Grace Triangle Park Acquisition	$0	$0	$0	$0	$0	$0	0.0%
65715	Other HTAX Land Acquisition	$0	$0	$0	$10,000	$10,000	$0	0.0%
65850	**Other Park Projects (HTAX share)**	$0	$0	$0	$0	$0	$0	0.0%
65860	**Other Tourism Related Projects**	$0	$0	$0	$0	$0	$5,000	0.0%
	TOTAL ELIGIBLE CAPITAL PROJECTS:	$225	$29,380	$239,116	$63,787	$332,509	$3,661,176	9.1%
	HTAX ENDING ESTIMATE							
	Balance from above					$3,385,333	$3,385,333	
	Revenue	$71,139	$118,782	$75,342	$0	$265,263	$800,000	
	TOTAL AVAILABLE THIS FY:					$3,650,596	$4,185,333	
	Operating Budget	$911	$5,643	$3,294	$1,980	$11,828	$208,500	
	Projects Budget	$225	$29,380	$239,116	$63,787	$332,509	$3,661,176	
	TOTAL BUDGETED COSTS THIS FY:					$344,337	$3,869,676	
	ESTIMATED ENDING FY BALANCE:					$3,306,260	$315,657	

Reporting through October 2026

Town of James Island Monthly Budget Report

Fiscal Year 2026 - Ending June 2027

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	ACCOMMODATIONS TAX (ATAX)							
	ATAX Balance from prior year					$40,912	$40,912	
42010	ATAX Revenue - State	$0	$29,056	$0	$0	$29,056	$67,500	43.0%
42020	ATAX Revnue - County	$0	$191	$0	$0	$191	$7,500	2.5%
	TOTAL REVENUE THIS FY:					$29,246	$75,000	
	ESTIMATED FUNDS AVAILABLE THIS FY:					$70,158	$115,912	60.5%
68000	**ACCOMMODATIONS TAX**							
68010	Tourism Related Expenditures (65%)	$0	$0	$0	$0	$0	$57,468	0.0%
68050	Advertising and Promotion (30%)	$150	$150	$150	$150	$600	$26,524	2.3%
	Transfer to GF	$0				$0	$27,500	0.0%
	TOTAL OPERATING:	$150	$150	$150	$150	$600	$111,492	0.5%

Ending Balance: $4,420

Public Works Report

Maintenance Work – Town continues to work on re-establishing ditches and clearing culverts and cross pipes. Roadway repair on Chicorie Way.

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

Folly Road Bike and Pedestrian Improvements Project – Pre-con meeting attended by Mayor Lyon and Melissa Flick on 10/20/26. Project is federally funded and shall consist of constructing approximately 7,000 feet of concrete 7' and 8' sidewalk to create a continuous pedestrian network from the Ellis Creek Bridge to Wilton St on the north and south side of Folly Road. Folly road will be milled, overlayed, and restriped with new pavement markings and bike lanes. Potential start date for Dominion pole relocations is mid-January 2027.

TOWN OF JAMES ISLAND
CODE ENFORCEMENT REPORT

REPORTING MONTH: NOVEMBER 2026
CODE ENFORCEMENT OFFICER: E. PARKER RICHARDSON
DATE PRESENTED TO COUNCIL: THURSDAY, NOVEMBER 19, 2026

➢ **OVERVIEW:**
The Code Enforcement Department addressed fifteen (15) livability code requests this month, encompassing concerns involving accumulated refuse, abandoned or inoperable vehicles, suspected construction without required permits, tree-related issues, animal disturbances, unauthorized signage, excessive noise, and miscellaneous property nuisances. Complaints were assessed through field investigations, evidentiary documentation, correspondence with involved parties, and subsequent inspections to evaluate compliance. Corrective action was encouraged through administrative measures where feasible before pursuing judicial remedies.

Additionally, four (4) enforcement cases remain active, including two (2) awaiting Magistrate Court proceedings and two (2) subject to continued compliance oversight and ongoing monitoring. These cases concern alleged infractions involving improper waste accumulation, inoperable vehicles, and applicable property-maintenance standards. Judicial enforcement was pursued in matters where documented violations persisted despite prior notification and opportunities for voluntary remediation.

➢ **CODE REQUESTS & CASE ACTIVITY:** The Department processed fifteen (15) reported code-related concerns identified through public submissions, staff inspections, and interdepartmental referrals. Concurrently, four (4) ongoing enforcement cases remained under administrative oversight, involving follow-up inspections, compliance assessments, maintenance of case records, and judicial coordination with the Magistrate Court, as applicable.

I. **STATUS OF CODE REQUESTS:** The Department documented fifteen (15) reported concerns this month, encompassing disabled vehicles, suspected unauthorized construction, tree-related matters, improper signage, noise disturbances, animal complaints, and miscellaneous nuisance issues. Of these, five (5) were successfully closed following investigative and corrective measures; five (5) are undergoing voluntary remediation; four (4) await completion of investigative review; and one (1) was referred to SafeBuilt for assessment of potential building code violations. No additional requests remain open outside these classifications.

II. **STATUS OF CODE CASES:** **(I)** A longstanding enforcement matter is set for pretrial proceedings on **December 14, 2026. (II)** A separate matter remains subject to compliance surveillance, with voluntary resolution pending. Continued violations may warrant referral to Johns Island Magistrate Court, including appropriate disposition of the tenant's citation and potential enforcement against the property owner. **(III)** Following the **August 20, 2026**, hearing concerning repeated unlawful dumping and waste accumulation, the defendant installed bollards pursuant to ongoing remediation efforts following the Court's thirty (30)-day compliance directive. The barriers have substantially reduced dumping activity, and additional safeguards have been proposed. Subsequent inspections will assess their effectiveness and any remaining deficiencies. **(IV)** An enforcement case heard **September 24, 2026**, concerns three (3) citations addressing alleged waste, zoning, vehicle, and property-maintenance infractions, with documented enforcement activity extending to **2017**. Nine (9) outstanding citations total $9,783.00. Following the defendant's jury trial request, Code Enforcement is coordinating with Town legal counsel on evidentiary preparation pending scheduling of pretrial proceedings.

➢ **DEPARTMENT SUMMARY:**
Departmental operations emphasize prompt assessment of reported violations, continued management of unresolved cases, and appropriate follow-through on repeat offenses. Matters advancing to judicial proceedings are substantiated through investigative records, documented violation histories, and verified compliance efforts.
Regulatory activities are directed toward securing lasting adherence to municipal requirements, utilizing administrative remedies where appropriate and legal enforcement when warranted. Each matter is evaluated impartially, with actions guided by applicable ordinances and established procedural standards.

Town of James Island Community Assistance Grant Request 2026-2027

Contact	Phone	Organization	26-27 Requested	25-26 Award Received	*26-27 Recommended Awards
Carrie Moores	843-266-9800	Barrier Island Free Medical Clinic	$2,000	$2,000	$1,500
Cynthia Smalls	843-324-8482	Alpha Tent, Comm. Scvs	$2,500	$2,000	$2,500
Fred Whittle	843 834-6623	Edu./Family Scvs (Col. Ft. Johnson)	$700	$700	$700
Kathy Quinones	843-723-3600	Child/Human Needs (Dee Norton)	$5,000	$2,000	$1,000
Mandy Myers	843 762-2784	Education (Camp Rd. PTO)	$1,000	$750	$750
Dr. G. Bowles	843 762-2754	Arts (Band Backers)	$5,000	$5,000	$1,050
Denise Ladson	843-568-5589	Education/Health/Well	$5,000	$0	$1,000
Denise Ladson	843-568-5589	Children/Family (Camp)	$5,000	$5,000	$5,000
Sarah Butler	843-530-1100	Waves for Women	$2,000	$1,500	$1,000
Taylor Hill-Keathley	843-822-2261	Youths/ Arts (JI Players)	$4,000	$3,000	$2,000
Melissa Susko	843-795-1110	Animal Care (Pet Helpers)	$5,000	$5,000	$5,000
Nicole Ashby	843-991-4706	Swimming Education	$4,000	$4,000	$4,000
Joseph Matthews	843-568-5216	JI Little League Teams	$5,000	$1,500	$1,500
Joseph Matthews	843-568-5216	Westchester Booster Club	$5,000	$0	$1,000
Jaime Corneau	843-762-8469	Indep. Day Parade (DC) ROTC	$2,000	$4,000	$2,000
Kristina O'Neill	843-981-6548	Lowcountry Veterans Home	$2,500	$0	$1,500
Billy Price	678-333-4129	JI Hurricanes Baseball Club	$5,000	$0	$500
Al Simmons	843-452-5030	Am. Legion Annual BBQ Cookoff	$1,500	$0	$1,500
Sonya Cromwell	843-709-7012	St. James Presby/Comm. Dev.	$3,654	$0	$2,500
Jeff Gordon	843-762-3653	JI Outreach/Human Needs	$5,000	$5,000	$5,000
Jeff Gordon	843-762-3653	Backpack Buddies/Children Needs	$4,000	$5,000	$4,000
Total Requested 26-27			**$74,854**		
Total Awarded 25-26				**$46,450**	
Total Recommended 26-27					**$45,000**



0 230 460 920

1:4,015

w madison

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CURRENT HUMP B/W COMBAHEE AND CAMP RD

32 Total / 45% = 24 = HAVE 27

CHARLESTO
COUNTY
SOUTH CAROLI

Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.

Date: 11/

PETITION
TO INSTALL SPEED HUMPS ON WEST MADISON AVENUE

West Madison Avenue is a community street within the Centerville neighborhood of James Island (JI). There are approximately 20 homes on our street, where residents love to walk their dogs and ride their bikes up and down the interconnected streets, which connect via West Madison Avenue. Because West Madison Avenue has no sidewalks or bike lanes, residents are forced to use the street for recreational travel.

West Madison Avenue is also a favorite thoroughfare for eastbound Folly Road travelers to use as a daily cut-through to get from Folly Road to Camp Road. Inattentive, impatient drivers - often speeding - make it extremely dangerous for adult residents to walk or bike alone by themselves, much less with small children. Through the years, countless near misses involving local residents, coupled with increasing traffic, begs the support of local officials. Please seriously consider speed humps be added to West Madison Avenue. If you are familiar with this area, you know that there is not a place on James Island where they are needed more. Thank you.

Resident Name	Mailing Address	Email Address	Phone Number	Signature
Chris Nisoff	811 Sunket St	Cnisoffegmail.com	843 860 2109	
Becky Nisoff	811 Sunkel St	crnisoff@gmail.com	(843) 8701955	
MARILYN CLIFFORD	811 W. MADISON	marilyn clifford 70@yahoo.com	843-509-8201	
Austin Jordan	811 W. Madison Ave		843-670-1235	
Ronald Brown Jr.	807 west Madison Ave	RBoog305@gmail.com	[illegible]-3689	
Ronald Brown Sr.	807 W. MADISON	nineballron@gmail.com	843-729-3335	
Terri M. Brown	807 W. MADISON	"	"	X Terri M. Brown
Bobby Knight	1726 Lady Cooper	bbknig@yahoo.com	843-991-0135	BJ Knight

828 Unit A & B

Resident Name	Mailing Address	Email Address	Phone Number	Signature
Valerie Beacham	843 W. Madison Ave	Valerie.beachAm@	843-754-7477	
Mary Ann Henry	825 W. Madison Ave	centervilleneighborhood@gmail.com concast.net	843 367-3581	
Sarah Bowers	838 W. Madison Ave	sarahrbowers@gmail.com	440-465-8720	
Sherry Doniphan	879 West Madison Ave	Sdoniphan@gmail.com	843-437-7871	
Nicholas Osborne	828 W Madison Ave	n.osborne21@gmail.com	540-359-5971	
Leonora Grove	831 W. Madison	Ervin.grove@mail.com	843-323-1304	
Caitlin Powers	880 W. Madison	chkpowers@gmail.com	(414) 331-1127	
MIRA MILLIKEN	1710 EUGENE GIBBS ST.	mira.milliken@gmail.com	843-291-8126	
Kelly Coe	839 W. Madison	kkanwischer@yahoo.com	843-442-1846	
Salina Lawson	821 W. Madison	lawsosm@hotmail.com	843-872-4148	
Madison Spray	822 W Madison Ave. Ave	madison.spray@gmail.com	678-325-9325	
Scott Cox	808 W Madison	srchome@gmail	251 269 0797	
Erin Lunders	870 W. Madison	elunderpant@gmail.com	917 415 8851	
Lauren Mayer	803 W. Madison Ave.	laurenamayerr@gmail.com	570-778-9922	
Kelsey Harris	829 W Madison Ave	keharris88@gmail.com	302-841-2607	
Teresa Mincey	856 W. Madison Chas. SC	teresolmincey@comcast.net	(843) 345-9176	

Resident Name	Mailing Address	Email Address	Phone Number	Signature
Erin Clouse	851 N Madison Ave	eringlouse@gmail.com	843-323-1304	Erin
Brianna Waterman	850 W Madison Avenue	Brianna.Majot@gmail.com	814-203-3198	Brianna Waterman
Melissa Caines	847 W. Madison Ave	M1334y_caines@yahoo.com	843-729-8803	
Nancy Youngblood	847 W. Madison	liza.youngblood@gmail.com	843-452-3629	Nancy Youngblood
Thomas Youngblood	847 W Madison	tom.youngblood103@gmail.com	864-423-0836	
Teresa Muniz	856 W. Madison	teresalmuniz@comcast.net		
Crawford Whitfield	812 W. MADISON	← 532-2578	843-	
Jason Hodskins	822 W Madison Ave	sblodskins@gmail.com	[illegible] 7551	
Mary Ann Harry	825 West Madison Ave	[illegible]	843 367 3581	Mary Ann Harry
Rick Rockwell	1715 Santee St	Rick@RockwellConstruction.org	843 819 1941	
Richard Buford	893 W. Madison	Rbuford529@gmail	843-813-9905	
Jason Sitterman	834 W Madison Ave	JASON.C.SHERMER@ICLOUD.COM	912-777-0303	
	812 West Madison	ABBAPODIA GIRL@YAHOO	572-2578	
Alyssa Pritchard	812 W. Madison			Alyssa Pritchard
Alvaro Serra	872 Santee St	alvamonk@gmail	703 712 9523	
Jason Ortmeier	894 W Madison Ave	ortmeier@gmail.com	843-343-9905	

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Resident Name	Mailing Address	Email Address	Phone Number	Signature
Richard Buford	893 W. Madison Ave	Rbuford529@gmail.com	848-513-9908	Richard E Buford

RESOLUTION #2026-11

A RESOLUTION HONORING THE LIFE, LEGACY, AND MILITARY SERVICE OF MASTER SERGEANT SCIPIO C. WILLIAMS, JR., AND AUTHORIZING THE TOWN OF JAMES ISLAND FLAG DISPLAY ON FOLLY ROAD IN HIS MEMORY

WHEREAS, the Town of James Island recognizes and honors the men and women who have served our nation with courage, distinction, and unwavering dedication, defending the freedoms and principles upon which our country was founded; and

WHEREAS, Master Sergeant Scipio C. Williams, Jr. was born on May 23, 1948, on James Island, South Carolina, and his life and legacy remain a part of the proud history of this community; and

WHEREAS, in 1966, Master Sergeant Williams answered the call to serve his country by enlisting in the United States Marine Corps, beginning a life of military service marked by faithfulness, honor, and bravery; and

WHEREAS, from his enlistment in 1966 until his untimely death on October 23, 1983, Master Sergeant Williams devoted himself to serving the United States of America and his fellow Americans; and

WHEREAS, Master Sergeant Williams made the ultimate sacrifice in service to his country, giving his life in defense of the freedoms, liberties, and values that we hold dear; and

WHEREAS, his courage, dedication, and sacrifice serve as a lasting reminder of the profound cost of freedom and the extraordinary commitment of those who wear the uniform of the United States Armed Forces; and

WHEREAS, the Town of James Island believes it is fitting and proper to honor Master Sergeant Williams through a commemorative flag display, recognizing his service, preserving his memory, and ensuring that future generations understand and appreciate his sacrifice; and

WHEREAS, by honoring Master Sergeant Williams, the Town of James Island pays tribute not only to a native son of this community but also to all who have served and sacrificed in defense of our nation.

NOW, THEREFORE, BE IT RESOLVED that I, Brook Lyon, Mayor and the members of the Town Council of the Town of James Island, South Carolina, duly assembled, that Master Sergeant Scipio C. Williams, Jr. is hereby honored and remembered for his faithful, honorable, and brave service to the United States of America and for the ultimate sacrifice he made in defense of our nation's freedoms.

BE IT FURTHER RESOLVED, that the Town of James Island hereby authorizes the Town of James Island flag display on Folly Road in memory of Master Sergeant Scipio C. Williams, Jr., as a public expression of gratitude, remembrance, and respect for his service and sacrifice.

BE IT FURTHER RESOLVED that the Town Council extends its deepest respect and gratitude for the life and legacy of Master Sergeant Williams, a native son of James Island whose service to our nation shall never be forgotten.

BE IT FINALLY RESOLVED, that this resolution shall be entered into the official records of the Town of James Island and that a copy shall be preserved as a lasting tribute to Master Sergeant Scipio C. Williams, Jr., in recognition of his life, service, and sacrifice.

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

_____
Brook Lyon
Mayor, Town of James Island

ATTEST:

_____
Frances Simmons
Town Clerk

ORDINANCE #2026-16

PROPOSED AMENDMENT TO ORDINANCE #2015-10: AMENDMENT TO SECTION 93.02, REGULATION OF FIREWORKS DISCHARGE

Purpose of Amendment: The purpose of this amendment is to restrict the discharge and use of consumer fireworks to Independence Day (July 4th) and New Year's Eve (December 31st), while maintaining the existing permitted hours established under Section 93.02.

Proposed Amendment: Section 93.02 of Ordinance 2015-10 shall be amended to provide that the discharge, ignition, or use of consumer fireworks shall be permitted only on the following designated days:

- **July 4th – Independence Day**
- **December 31st – New Year's Eve**

The hours during which fireworks may be discharged on these two designated days shall remain unchanged, from **9:00 a.m. until 1:00 a.m.**

The discharge, ignition, or use of consumer fireworks on all other days of the year shall be prohibited, including the days and weeks immediately preceding or following the designated holidays.

Reason for Amendment: This amendment is being proposed out of consideration for the health, safety, and well-being of residents, household pets, military veterans, and others who are adversely affected by the excessive noise associated with fireworks.

The sudden and repeated explosions from fireworks can cause significant fear, anxiety, and distress in household pets. For military veterans, particularly those affected by post-traumatic stress, these unexpected loud noises can trigger traumatic memories, anxiety, and other adverse reactions.

This amendment is not intended to eliminate the traditional use of fireworks during Independence Day and New Year's Eve celebrations. Rather, it recognizes that these are the two occasions when fireworks are traditionally intended to be used and seeks to prevent their continued discharge on random days and for extended periods after the holidays have passed.

Residents should be able to celebrate these designated holidays while also allowing their neighbors, veterans, and pets to enjoy peace and quiet throughout the remainder of the year.

Effective Date: This amendment shall become effective upon its adoption in accordance with applicable law.

_____
Brook Lyon, Mayor

ATTEST

_____
Frances Simmons
Town Clerk

ORDINANCE NO. 2026-14

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

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

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

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

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

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

Section 1: Findings

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

Section 2: Amendment

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

Section 3: No Other Amendments

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

Section 4. Severability.

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

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

Section 5. Effective Date

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

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

First Reading October 2026

Second/Final Reading November 2026

TOWN OF JAMES ISLAND, SOUTH CAROLINA

_____
Brook Lyon,
Mayor

ATTEST:

_____
Frances Simmons
Town Clerk

EXHIBIT A

Proposed Redline Amendments to Town Code

§ 30.39 REGULAR AND SPECIAL ELECTIONS; DATE; NOTICE.

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

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

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

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