



Town of James Island, Regular Town Council Meeting
November 21, 2024; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

IN-PERSON MEETING

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Watch Archived Recordings on the Town's YouTube Channel: <https://www.youtube.com/channel/UCm9sFR-ivmaAT3wyHdAYZqw>

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

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

- 1) Opening Exercises: (Councilman Boles)
- 2) **Public Hearing: Ordinance #2024-10:** Proposed Amendment to the Zoning and Land Development (ZLDR) to remove wording that allows administrative approval for setback reductions in order to instead require Board of Zoning Appeals (BZA) approval for setback reductions.
- 3) Special Order of Business:
 - Election of Mayor Pro-Tempore
 - **Commission of Code Enforcement Officer (Keith LaDeaux)**
 - Volunteer of the Year Award
- 4) **Public Comment:**
- 5) Consent Agenda:
 - a) **Minutes: Town Council Regular Meeting, October 17, 2024**
 - b) **Minutes: Town Council Special Meeting, November 14, 2024**
- 6) Information Reports:
 - a) **Finance Report**
 - b) Island Sheriff's Patrol Report
 - c) **Public Works Report**
- 7) Requests for Consideration by Staff:
 - **Repair Drainage Box at 1461 Kentwood Circle**

- End Agreement with DataMax Corp

8) Requests for Consideration by Council:

- 2024-2025 Community Assistance Grant Award Recommendations (Tabled at 10/17 Meeting)

9) Security Proposal for Reception Area (Tabled at 10/17 Meeting)

10) Committee Reports:

- a) Land Use Committee
- b) Environment and Beautification Committee
- c) Children's Committee
- d) Neighborhood Council
 - Adrienne Meisner, representing Lighthouse Point
- e) History Committee
- f) Rethink Folly Road
- g) Drainage Committee
- h) Business Development Committee
 - Appointments to Business Development Committee
- i) Trees Advisory Committee
- j) James Island Intergovernmental Council
- k) Accommodations Tax Committee

11) Proclamations and Resolutions:

Proclamation Recognizing Town of James Island Community Arbor Day Observance

12) Ordinances up for First Reading:

Ordinance #2024-12 Proposed Zoning Map Amendment on Properties located at 1129 Hillman Rd. and 0 Dills Bluff Rd from Low-Density Suburban Residential (RSL) Zoning District to Residential Office (OR) Zoning District for governmental offices as an accessory use (TMS# 428-03-00-049, -062)

13) Ordinances up for Second/Final Reading:

Ordinance # 2024-09 Proposed Zoning Map Amendment on property located at 1734 Camp Road (TMS# 425-02-00-152) from Low Density Suburban Residential (RSL) to Residential Office (OR) for a Personal Improvement Use (Pottery Studio)

- 14) Ordinance #2024-10 Amending Zoning and Land Use Regulations Ordinance #2013-07: Exhibit A): Wetlands, Waterways, and OCRM Critical Line: Section 153.337 A1B: Section 153.337 A1C: Measurements, Computations and Exceptions; Dimensional Standards Defined: Section 153.066 B3, and Proposed Amendment to the Zoning and Land Development (ZLDR) to remove wording that allows administrative approval for setback reductions in order to instead require Board of Zoning Appeals (BZA) approval for setback reductions

- 15) **Ordinance #2024-11**: An Ordinance Authorizing the Mortgage of Real Estate and Security Agreement and Promissory Note to Mill Point, LLC in the Principal Sum of Two Million Four Hundred Thousand and 00/100 (\$2,400,000.00) Dollars
- 16) Old Business:
- 17) New Business:
- 18) Executive Session: The Town Council may enter into an Executive Session in accordance with Code of Laws of South Carolina 30-4-70 (A) (2) regarding discussion of proposed contractual matters and the proposed purchase of the Mill Point property, TMS #428-010-0048, and TMS#427-03-00-028, and the receipt of legal advice regarding litigation matters, including KEBO v. Town of James Island & Charleston County, and KT Properties, LLC vs. Town of James Island. Upon returning to Open Session the Council may act on matters discussed in the Executive Session.
- 19) Return to Regular Session:
- 20) Announcements/Closing Comments:
- 21) Adjournment:

From: [Sandra Aldret](#)
Sent: Tuesday, November 5, 2024 5:58 PM
To: [Town of James Island News](#)
Subject: 1734 Camp Rd.

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

Dear Town Council Members,

My name Sandra Aldret and I reside at 1750 Combahee St. in Centerville. I live straight behind where the new pottery studio is wanting to be located.

I am STRONGLY REJECTING the rezoning of our residential neighborhood.

I will be out of town on the 21st for the next council meeting or I would be there in person.

The traffic on Camp Rd. and ALL the traffic moving through our neighborhood is beyond ridiculous.

If I need to do anything else to voice, my argument, please let me know.

Again, I strongly reject the rezoning of our neighborhood. Sandra Aldret 843 819 1424

Sent from my iPhone



Code Enforcement Oath of Office

I, Keith LaDeaux, do solemnly swear on my honor,
that I will never betray my badge or office,
my integrity, my character or the public trust.

I will always have the courage to hold myself
and others accountable for our actions.

I will always uphold the Constitution of the United States,
the State of South Carolina,
the Ordinances of the Town of James Island
and the agency I serve,
so help me God.

Appeared before me this 21 November 2024

Keith LaDeaux
Code Enforcement Officer
Town of James Island

ATTEST

Frances Simmons
Town Clerk, Town of James Island

The Town of James Island held its regularly scheduled meeting on Thursday, October 17, 2024 at 7:00 p.m. in person at Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live-streamed on the Town's website: www.jamesislandsc.us/livestream-townmeetings and was held in accordance with the SC Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Cynthia Mignano, Troy Mullinax, and Mayor Brook Lyon who presided. Also, Brian Quisenberry, Town Attorney, Michael Hemmer, Executive Assistant to the Mayor, Becky Heath, Finance Officer, Keith LaDeaux, Public Works Coordinator/Project Manager, Kristen Crane, Planning Director, Lt. Shawn James, Island Sheriff's Patrol, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Lyon called the meeting to order at 7:00 p.m. Councilwoman Mignano welcomed everyone who came out tonight for their civic pride and being involved in our Town. She led Council in prayer and followed with the Pledge of Allegiance.

Mayor Lyon announced that this meeting was being held in accordance with the SC Freedom of Information Act and the requirements of the Town of James Island. She welcomed everyone tonight and introduced herself and the members of Town Council.

Public Hearing: Mayor Lyon opened the Public Hearing to receive comments on Ordinance #2024-09: Proposed Zoning Map Amendment on property located at 1734 Camp Road (TMS# 425-02-00-152) from the Low Density Suburban Residential (RSL) to Residential Office (OR) for Personal Improvement Use (Pottery Studio).

Scott Kelly, 1508 Layback Alley: Mr. Kelly spoke in favor of the rezoning request. He shared his background as a Health Care Professional who worked with cancer patients to make a positive impact and that is why he thinks Will and Holly (applicants) will do the same by having a pottery studio. He shared the applicants' passion for pottery and needing to have a studio on James Island. He said people are looking to find others with the same interests. He does not want to speak for Will and Holly but he believes that is their vision. Not to purchase the property and flip it and have another business come in and do "lord knows what with it", but for James Island to have a place to build community. He asked those who may not be in favor of the request to think about two great people who love each another is trying to make their dreams a reality. As a proud resident of James Island he hopes that we can find it in our hearts to do the same.

Presentation: Trident Medical Center: Mayor Lyon welcomed and introduced Jeff Wilson, President/CEO Trident Medical Center. Mr. Wilson thanked Mayor Lyon and Council for the opportunity to speak. He is the new CEO of Trident Medical Center and has lead the organization on James Island for the last six months. He shared that Trident celebrated its one year anniversary in September and gave an overview of the accomplishments. Presentation attached.

Presentation of 2024-2025 Community Assistance Grant Requests: Mayor Lyon invited those requesting assistance through the Town's 2024-2025 Community Assistance Grants Program to give a brief synopsis of their request. Council was given a copy of the applications that were submitted. The following persons spoke:

Allison Hubbard, Volunteer Coordinator, James Island Backpack Buddies Program: This program began on James Island in 2020, when the schools were shut down. Food was initially purchased from the Lowcountry Food Bank but was later cut off because James Island does not qualify under that program. All food received is from the donations of individuals, businesses, and funds the Town has awarded over the years. The program serves seven schools and is run by volunteers. Currently 189 bags are being given out per week. Ms. Hubbard asked school guidance counselors what their "dream number" of bags to distribute would be if they weren't limited and everyone gave a number that doubled what they are now providing. She said to better serve the students, more money is needed to purchase food so guidance counselors can get more food into homes. She thanked the Town for the funds given over the years and asked for more this year to help the students.

David Tinoco, Vice President, James Island Band Backers Association, James Island Charter HS: Mr. Tinoco spoke of having a personal connection with this program because his daughter has been in the band since she was a Freshman and is now a Senior. The school provides some funding but it does not cover all expenses. This is where the Band Backers Assn. steps and hopefully the Town. The Band Backers is a 501-C3 of parents and guardians that helps fund the needs of the student. This year the Band Backers is working to send students to Festival Disney to perform,

compete, and record a Disney movie soundtrack. The estimated cost to travel by bus alone is between \$15 and \$18,000. There is also the need to purchase new instruments and update uniforms for the marching band. Mr. Tinoco thanked the Town for the funding it has provided over the years to meet these financial challenges. He said the band provides services to the community in the form of participating in the Folly Beach Christmas Parade and the Town's Tree Lighting Ceremony, and other local events.

Jeff Gordon, Executive Director, James Island Outreach: Mr. Gordon stated that JI Outreach tag line is "*Helping Neighbors, and Uniting Community*" and both are equally important. Two years ago *Helping Neighbors* (Food Pantry) provided monthly food assistance to 137 households in the James Island/Folly Beach communities. Last year 159 families were served, and this year averaged 197 and continues to increase. He hears a lot from people who do not know the area say, "James Island is a wealthy community", but it turns out that 36% of the population lives below a sustainable level and Outreach seeks to help more people. *Uniting Community:* over 300 individuals volunteer at Outreach, having over 10,000 volunteer hours. He thanked Council for its generosity two years ago that allowed them to fund an AmeriCorps staff. This individual was hired by Outreach and developed a program for financial assistance that helped over 160 residents, and a financial resource workshop last fall that served over 130 residents. Mr. Gordon asked for additional help this year to hire another AmeriCorps staff to serve as a family navigator to develop a full resource center and connect leaders in the community.

Jamie Meisner and Mindy Myers, Camp Road Middle School PTO: Ms. Meisner and Ms. Myers gave an overview for funding for the Camp Road Middle School Math and Science Programs. Last year Camp Road Middle held its first Science and Math Fairs with over 400 people in attendance. The schools that participated included: Harborview, Stiles Point, Murray Lasaine, and James Island Elementary for student in grades 5-8. The school is trying to raise students math scores and as community of members make math fun. The request before Council is to approve the grant in order to purchase math games and calculators that will remain at school. A math competition will be held in February but the club continues throughout the year.

Sarah Butler, Waves for Women: Ms. Butler spoke of having been a trial lawyer for 25 years before retiring this past summer to pursue her passion. She is the Executive Director for Waves for Women. Because this organization is called Waves for Women it should not be mistaken as a surf club. This non-profit provides therapeutic, holistic therapy, wellness, and mindfulness to women and teens. She described the non-profit as incredibly rewarding. They are trying to raise funding for an incredible community of women.

Public Comments: The following persons addressed Council.

Lisa Jones, 930 Tall Pine Road: Lisa Jones spoke on behalf of the Better Charleston Community, a group of concerned citizens and local business leaders opposed to the 2024 Half-cent Sales Tax Referendum. The group is opposed to the sales tax because they are not impressed with how the current sales tax funds are being used by Charleston County. Flyers were distributed to Council and is attached to the minutes.

Edward Greene, 1115 Seaside Lane: spoke to Council about 1040 Ben Road (now 3252 Ben Road) where a 15 ft. right-of-way was given for a ditch at the back of the property. He said the markers that were within 3 ft. of his house were moved. He asked Council to investigate its disappearance and have the markers replaced. He also spoke about a financial dispute regarding 1092 Fort Johnson Road, his parents' property, and others regarding right-of-way payment. He would like to have this matter settled so the younger generation does not have to deal with this. Mayor Lyon and the Public Works Director will follow up with Mr. Greene on both of these matters.

Consent Agenda:

Minutes: Town Council Regular Meeting, September 19, 2024: Mayor Lyon called for a motion to approve the September 19, 2024 Town Council meeting. Councilman Dodson moved, seconded by Councilman Mullinax. Passed Unanimously.

Boy Scouts Troop #50 Request to use Pinckney Park Pavilion (October 29, 2024 – May 18, 2025): Mayor Lyon brought forth a request from Boy Scout Troop #50 to use the Pinckney Park Pavilion, October 29, 2024, through May 18, 2025 for meetings. Scout Leader, Sarah Young, has offered to provide service projects (i.e., cleanups after storms, plantings, etc.) to give back to the community. Motion to approve made by Councilwoman Mignano, seconded by

Councilman Dodson. Councilwoman Mignano said she is looking forward to continuing to support the Boy Scouts and thinks it is great that they are offering to do service projects at the park; a win/win all around. Passed Unanimously.

Information Reports:

Finance Report: Finance Officer, Becky Heath stated that the Finance Report for the period ending September was included in the Council's packet. Ms. Heath made reference to a typo under General Operations: Benefits, Taxes and Fees and the figure should be \$191,000.

Ms. Heath responded to Councilwoman Mignano's question under the James Island Arts & Cultural Center expenses explaining that it is an expense that was approved at the March 21, 2024 Council meeting but just being billed. Mayor Lyon added that it was for extensive work to the roof to repair the leaks. Mayor Lyon complimented Becky on a successful audit process. The auditor complimented the Town for having good processes, procedures, and policies in place.

Island Sheriff's Patrol Report: Lt. James gave an update on recent crimes that occurred in the Town last month. He indicated that it has been a slow four weeks. He also updated Council that the bomb threat at Camp Road Middle School turned out to be a hoax.

Public Works Report: Public Works Coordinator/Project Manager, Keith LaDeaux presented a written report to Council and provided an overview of projects. Report Attached.

Requests for Consideration by Staff: None.

Requests for Consideration by Council:

2024-2025 Community Assistance Grant Award Recommendations: Mayor Lyon announced that some presentations were heard tonight but it is not required. We have received a number of applicants this year and since Council received them yesterday and may not have had a chance to review them. Mayor Lyon asked if they would like to move forward or table consideration to next month's meeting. Councilwoman Mignano said she appreciates everyone who spoke tonight but would like to make her best judgment. She has not had a chance to review the applications and is in favor of tabling. Councilwoman Mignano moved to table this agenda item to the November meeting, seconded by Councilman Dodson. Councilman Dodson was informed that the budget for the Community Assistance Grants is \$50,000 and the total requested being requested is \$45,500.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously.	

Mayor Lyon thanked everyone that submitted an application and informed them that a vote would be taken at the November Town Council meeting.

AmeriCorps Housing Lease: Mayor Lyon stated that with the recent storms she thought that we might not be able to get the AmeriCorps volunteers but has learned that they are coming in early November after all. She explained the cost in the lease is \$24,000 with a \$250.00 cleaning fee for the four months to house the group. Councilman Dodson moved for approval of the lease, seconded by Councilman Mullinax. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Security Proposal for Reception Area: Mayor Lyon announced that two proposals were received to modify the reception area but there is discrepancy in both and a concern as to whether some options are needed. Mayor Lyon asked Council if they preferred to table this item until Deputy Chris King could be present because he is out with a family emergency. Deputy King is the person who has met with both companies and is able to explain the differences in the two estimates. Mayor Lyon said she met with one company but was not present when the other company came. She said Lt. James could speak to the security measures in general, but he was not involved in meetings with the companies that provided the estimates. Councilwoman Mignano moved to table the request to the November meeting, seconded by Councilman Dodson.

As discussion followed, Councilwoman Mignano said she had questions because she wants to make the best decision and what is approved is the safest and what is needed. Councilman Boles recalled that the previous Council had approved panels. Mayor Lyon said they were approved in 2019 but were never purchased. The panels were for the lower portion in the reception desk. Mayor Lyon asked Lt. James to answer Councilman Boles' question. Lt. James recalled that safety and security was discussed but it wasn't pushed through. He said it was discussed around the time when some shootings occurred around the Town Hall; and this was a reaction to that. Lt. James spoke of the importance of security because it is never an issue until it is an issue. He commented on other places where security were at risk (i.e., schools) and the fact that Deputy King is not always at the Town Hall. He said having security measures may be expensive but there is regret by not having them when something happens.

Councilwoman Mignano gave her reasons for tabling the request. She is not saying that we don't need bullet proof paneling but is concerned about protection for the front office and other areas at Town Hall. She thought something more comprehensive should be done to protect other areas at Town Hall also. Lt. James noted that not every area could or should be protected but focus on areas where the highest likelihood of danger may occur.

Council briefly discussed some other safety measures that could be pursued. Mayor Lyon said she understands that the quotes we received goes further than installing panels. She recalled that someone from the Sheriff's Office had done a security inspection and recommended panels. Mayor Lyon asked Lt. James if that person or someone could come and do safety inspection before the November Council meeting to determine if the panels are sufficient or if we need to look at other options. Lt. James will reach out to the individual and inform Mayor Lyon. After discussion, the motion to table the request to the November Town Council meeting was brought forth.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously.	

Committee Reports:

Land Use Committee: Mayor Lyon reported that the BZA did not meet this month. The Planning Commission met and recommended approval on a rezoning request for a Pottery Studio at 1734 Camp Road; proposed amendments from administrative approvals to require BZA approval on setback reductions on lots with buildable areas less than 40 feet; critical line building setbacks; and critical line buffer/setback reductions on unbuildable lots created prior to April 21, 1999. Council will hear these requests later in the meeting.

Environment and Beautification Committee: Councilwoman Mignano reported that James Island Pride met last night. There was a successful cleanup at Washington Park last Saturday. Helping Hands will have a service event on Saturday, October 19, 9:00 a.m., meet at Pinckney Park. A litter cleanup will be held on October 26 on the JI Connector at 9:00 a.m., meet at the Town Hall. Mayor Lyon added that she received a call from a reporter to interview Stan Kozikowski tomorrow at 3:00 p.m. about James Island Pride, its mission, and goals. She thanked Stan and the members for doing a great job.

Children's Committee: No Report.

Neighborhood Council: Councilman Boles gave an overview from the October 3rd meeting. Items of discussion included Parker Richardson providing a presentation on the Town Market held on the first Friday of the month and upcoming events at the James Island Arts & Cultural Center. General discussion was led by Co-chair Bill Lyon and JIPSD Commissioner Milliken provided information on early voting. The next meeting will be held October 24 @ 6:00 p.m.

Appointments:

Tim McIntosh: Councilwoman Mignano moved for the approval of Tim McIntosh to serve on the Neighborhood Council representing Lawton Bluff; seconded by Councilman Mullinax. Passed Unanimously.

Adam Moore: Councilman Lewis Dodson moved for the approval of Adam Moore to serve on the Neighborhood Council representing Lawton Bluff, seconded by Councilwoman Mignano. Passed Unanimously.

Elizabeth Stanley: Councilwoman Mignano moved for the approval of Elizabeth Stanley to serve on the Neighborhood Council representing the Central Park Neighborhood, seconded by Councilman Dodson. Passed Unanimously.

History Committee: Mayor Lyon called for a motion to appoint Tom Robinson to serve on the History Council. Councilman Boles moved, seconded by Councilwoman Mignano. Passed Unanimously.

Mike Hemmer provided an overview from the October 8 meeting. He stated that three (3) historic markers are being processed and another was proposed by an attendee at the meeting. Upcoming events includes the Annual Commemoration of the Stamp Act Outrage of 1765 on November 8, and the launch of Voices of the Revolution: A Driving Tour, Sunday, November 10, 2-5 p.m. at Fort Johnson. Invitations will be sent to Council and flyers are available for the public. Mayor Lyon thanked Mike for his hard work.

Rethink Folly Road: The next meeting is scheduled to be held on Friday, December 20, 2024.

Drainage Committee: No Report.

Business Development Committee: Councilman Dodson moved for the following persons to serve on the Business Development Committee: Lexie Webb, Harvest Catering & Market; Kelsey Robbins, The Local Shoppe, and Chase Barton, Martin's BBQ, seconded by Councilman Boles. Passed Unanimously.

Councilman Dodson hopes to appoint two additional persons at the November meeting and schedule a meeting in December.

Trees Advisory Committee: Mayor Lyon reported that the Trees Advisory Committee meeting was cancelled due to the Chair and Vice Chair being out of town. A tree giveaway will be held at the December Town Market; 150 baby trees will be beautifully potted for Christmas giveaways. There will also be a raffle for Magnolia trees. One of the members is working with Planning Director, Kristen Crane, to develop a brochure to give to citizens, arborists, and tree companies about the Town's Ordinances relating to trees. We hope to have this done by the December Town Market.

James Island Intergovernmental Council: Councilwoman Mignano announced that the next meeting will be held on Wednesday, October 30 @ 7:00 p.m. at the Town Hall.

Accommodations Tax Committee: Councilman Dodson reported hearing back from Charleston County and the State of SC for our funds. The committee plans to schedule a meeting in November.

Proclamations and Resolutions:

Support of SCDOT to Repave Portions of Camp and Dills Bluff Roads: Councilman Mullinax brought forth a Proclamation to send to the South Carolina Department of Transportation (SCDOT) to repave portions of Camp and Dills Bluff Road based on constituent complaints. Councilman Mullinax noted that these roads are rated poor, even by SCDOT standards. The Proclamation requests, not demands, that the repaving of these roads be moved up to next

year from the scheduled date of 2026. Motion to approve the Proclamation was made by Councilman Mullinax, seconded by Councilman Boles.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

National Colonial Heritage Month: Proclamation accepted as information.

World Pancreatic Cancer Day: Proclamation accepted as information.

Ordinances up for First Reading:

Ordinance #2024-08: Proposed Zoning Map Amendment on Property Located at 1734 Camp Road (TMS#425-02-00-152) from Low Density Suburban Residential (RSL) to Residential Office (OR) for a Personal Improvement Use (Pottery Studio): Mayor Lyon announced that 16 emails/letters in support were received and one (1) in opposition. Some emails in support were from areas outside of the Town (i.e., Pleasant). She thinks it is important that we look at all of them, but especially those that are the most affected and close. Motion to approve the Ordinance was made by Councilman Dodson, seconded by Councilman Mullinax.

Mayor Lyon announced that the emails/letters received will become a part of the record. Councilwoman Mignano asked a question about parking. Planning Director, Kristen Crane stated if the request is approved it will go through a full site plan review to require buffer requirements against all residential neighbors. The applicant has submitted a conceptual site plan for this use but further into the process the number of square footage will calculate the how many parking spaces are allowed. She noted that there will be one required handicapped accessible parking space at the front. The applicant plans to use gravel and pervious surfaces. Councilwoman Mignano asked the size of the lot and Ms. Crane answered a little over 1/3 of an acre.

Mayor Lyon noted one item of importance is that the applicants will live in the property so it will not be a business pottery studio. Ms. Crane said Residential Office is similar to the Residential Zoning District, and not many uses are allowed in that zoning district; those uses are low-key office uses. Councilman Dodson asked if the owners sell the property and someone wants to put in something that is not allowed, what are the restrictions. Ms. Crane said any change of use would require a Full Site Plan Review and the use could only be what is allowed in the OR Zoning Use Table.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Ordinance #2024-10: Amending Zoning and Land Use Regulations Ordinance #2013-07: Exhibit A): Wetlands, Waterways, and OCRM Critical Line: Section 153.337 A1B: Section 153.337 A1C: Measurements, Computations and Exceptions, Dimensional Standards Defined: Section 153.066 B3: Mayor Lyon introduced the Ordinance that would allow setback requires to go to the Board of Zoning Appeals (BZA) instead of the Planning Director making administrative changes, as well as allowing for notification within 300 feet. Motion to approve the Ordinance was made by Councilwoman Mignano, seconded by Councilman Dodson. Mayor Lyon spoke to the notification process so that people know what is going on in their areas and approval is done by the Board.

Vote

Councilman Boles	Aye
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Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Ordinances up for Second/Final Reading:

Ordinance# 2024-06: An Ordinance Rezoning Real Property located at 849 Harbor View Road, TMS# 454-09-00-018 from the General Office (OG) Zoning District to the Low-Density suburban Residential (RSL) Zoning District: Mayor Lyon introduced the Ordinance. This is the JIPSD's Fire Station that they would like to expand. Councilwoman Mignano moved for approval, seconded by Councilman Dodson. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Ordinance #2024-08: An Ordinance for the Town of James Island to Amend Chapter 151 of the Code of Ordinances to Adopt Charleston County's Current Flood Damage Prevention Ordinance No. 2306: Motion to approve was made by Councilman Dodson, seconded by Councilman Boles. Councilwoman Mignano asked if this Ordinance changes the Town's flood zones or would require homeowners to purchase flood insurance. Mr. Hemmer explained that this Ordinance adopts the County's standards. It does not change the flood zones in any way. He further explained that since the Town does not have its own building department, we are required to adopt the County's codes for flood damage and prevention.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Old Business: None.

New Business: None.

Executive Session: Mayor Lyon asked for a motion to enter into an executive session in accordance with Code of Laws of South Carolina 30-4-70 (A) (2) regarding discussion of proposed contractual matters and the proposed purchase of the Mill Point Property, TMS# 428-010-0048, and the receipt of legal advice regarding litigation matters, including KEBO v. Town of James Island & Charleston County, and KT Properties, LLC v. Town of James Island. Upon returning to Open Session the Council may act on matters discussed in the Executive Session.

A motion to enter into an executive session was made by Councilman Boles, seconded by Councilman Dodson. No discussion. Council entered the executive session at 8:26 p.m.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Return to Regular Session: Council returned to regular session at 9:00 p.m. upon a motion by Councilwoman Mignano, seconded by Councilman Dodson. No discussion. Mayor Lyon announced at no votes were taken during while in the executive session.

Councilman Dodson made a motion to authorize and make part of the public record the purchase and sale agreement between the Town of James Island and Mill Point, LLC to purchase the property located at 1259 Mill Point Road and authorize the Mayor to sign the agreement and make all necessary steps to finalize the transaction. Councilman Boles seconded the motion. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Mayor Lyon said that this is an exciting and amazing opportunity for the Town and its citizens and look forward to making this a reality.

Announcements/Closing Commission:

Mayor Lyon announced that the Town Market will be held on Friday, November 1 and we already have 22 vendors signed up for the event. A special band, "Da Gullah Rootz", will be playing. They have a great following and gave us a great deal. She asked Council to please come out and spread the word. We will have three to four food trucks and this event is slated to be the biggest one so far at the Town Hall for our citizens. For the Christmas Market on December 6, we will have the annual tree lighting, vendors and food trucks.

Councilmembers Boles, Dodson, Mignano, and Mullinax thanked the staff for their hard work and the citizens for helping to make the Town better.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:03 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

October 16, 2024

Dear James Island Town Council,

As the owners of 1734 Camp Road and potential owners of the proposed pottery studio at this location, we wanted to write to you directly to share why we are passionate about this project and to address some concerns we anticipate might arise.

Because James Island has done such a fantastic job with preserving its small town charm, we understand the concern that adding a “business” to a semi-residential area will be the first step in sterilizing and commercializing an otherwise vibrant and beautiful part of the town. Our intention with this rezoning is to build a community space out of our home where artists can gather to make art, make a friend, and leave with even more pride in their city than when they arrived. We care deeply about preserving the suburban charm and character of James Island and believe that this studio will only contribute to it. Our intention is for the studio to blend in with its surroundings and ultimately add to, not detract from, the beautification and “homey” feel of the neighborhood.

While we know that school drop-off and pickup traffic on Camp Road is very saturated as is, we anticipate that the hours of the day where the most members will be onsite will not conflict with peak traffic times. We also will take every measure to inform our members about the existing traffic and encourage them to commute to the studio before or after these peak times.

Lastly, we anticipate questions and concerns around the safety of kilns in homes. Our manufacturer, Skutt, has been around for 70 years and has kilns in thousands of homes and schools across the country. Upon discussion with Skutt about

potential safety concerns, they relayed that in the history of their company they have never heard of a kiln exploding — with electric kilns (the type we will have), this is more or less impossible, making them significantly safer than gas kilns. Regarding fire safety specifically, we are applying all manufacturer recommendations and more than the required precautions by the James Island fire chief, including 1) non-combustible flooring material 2) professional grade ventilation 3) at least 18 inches of space around the kilns and 4) staff-only operation of equipment, among others. While no piece of equipment has zero risks, we are taking every precaution possible to protect the safety of our members and community. We take fire safety and studio safety in general extremely seriously and are more than open to a dialogue regarding any unaddressed concerns or questions.

At the end of the day, we are just two creative people who value community that want to bring something invaluable and exciting to this city that we love. We sincerely hope you'll join us in supporting this dream and allowing us to make it a reality.

Sincerely,

William Albrecht and Holly Heaton

October 11, 2024

Dear Charleston Community,

I hope this letter finds you well. I am writing to advocate for the transformation of 1734 Camp Road into a pottery studio, a space that I believe will serve as an invaluable resource to our community, particularly to the residents, students, and patients of Bishop Gadsden.

Pottery is more than just an art form; it is a therapeutic practice that can bring immense benefits to people of all ages, especially those who are navigating significant life transitions. The tactile nature of working with clay offers a hands-on, meditative experience that can foster creativity, mental focus, and a sense of accomplishment. This transformation would provide an exciting opportunity for residents and students alike to engage with the arts in a meaningful way—whether they are creating for the first time or continuing their lifelong journey of artistic expression.

The proximity of 1734 Camp Road to Bishop Gadsden makes it an ideal location for this kind of artistic venture. Having a pottery studio just steps away from our campus would not only enrich the lives of our residents, but also allow us to offer more holistic support to those who are on their own paths of growth and healing. With a pottery studio nearby, we can encourage participation in creative projects that help reduce stress, build community, and foster resilience.

What makes this project even more exciting is the opportunity for collaboration between our studio and Bishop Gadsden. The artists and potters who would call 1734 Camp Road home are eager to partner with us, offering workshops, classes, and open studio sessions designed to accommodate people at all stages of life. This could be an incredible asset to our patients, students, and residents as they explore new ways of self-expression and transformation through the art of pottery.

I strongly believe that transforming 1734 Camp Road into a pottery studio would be a wonderful addition to our community—a place where art, healing, and transformation converge. This project has the potential to make a lasting impact on the lives of those who are part of Bishop Gadsden, and I am eager to support this exciting new chapter.

Thank you for considering this proposal, and I look forward to the possibility of bringing this vision to life.

Warm regards,
Martha McLeod

Art Director

Bishop Gadsden

October 11, 2024

Dear Members of the James Island Town Council,

I am writing to express my strong support for the proposed opening of a small, locally owned pottery shop that is seeking zoning approval in our community. I believe this business will be a tremendous asset, bringing unique, handcrafted goods to our town while providing a creative space for residents to explore and develop artistic skills.

As someone who values local artisans and small businesses, I am confident that this pottery studio will contribute to the local economy and enhance the cultural and character of our town. It will provide a gathering place for community members, encouraging creativity and connection.

I urge you to approve the re-zoning request, as this studio has the potential to become a beloved local establishment that benefits both residents and visitors alike. Thank you for considering my support, and for your dedication to fostering the growth of small businesses in our town.

Sincerely,

Austin Blake

Dear James Island Town Council,

My name is Brooke Vetter and I have lived in Charleston for 2 and a half years now. I have been made aware of the new pottery studio that is opening on 1734 Camp Road in James Island and I am so excited for this new opportunity to bring creativity to others through ceramics in a way that James Island is missing. I think the ceramic studio will bring a huge benefit to the Charleston community and is something that I have had a hard time finding since moving here.

Thank you!

Brooke Vetter

To whom it may concern:

I am writing in support of the rezoning of 1734 Camp Road from residential to office general for a pottery studio. As a former Charleston County School District high school teacher of 8 years and the current manager of Roots and Shoots Nursery located at 1108 Wappoo Rd, I have come to understand and advocate for the value of creative community spaces. A pottery studio in this area will build social infrastructure where people come together to learn, inspire, create and build strong and resilient communities.

Sincerely,
Caroline Wright
1235 Forestwood Drive
Charleston, SC 29407

October 15, 2024

To the members of the James Island Town Council,

My name is Ciara Klein and I live on James Island at 1508 Layback Aly. This letter is in regard to the pottery studio rezoning at 1734 camp road. I support this new business on James Island because I believe it is the perfect place to meet people and cultivate new friendships. I recently moved here from Atlanta, GA and have been looking for places to make new friends, while also learning a new hobby. Making adult friendships can be difficult in a new city and I think this is exactly what JI needs in its community.

Thank you so much,

Ciara Klein
1508 Layback Aly
Charleston, SC.
29412

Eric Keohane

The Whiting-Turner Contracting Company
900 Island Park Drive, Suite 150
Charleston, South Carolina 29492
Phone: 843-972-6400
Mobile: 843-513-8260
www.whiting-turner.com

Dear Members of the Jame Island Town Council,

I hope this letter finds you well. I am writing to express my heartfelt support for the rezoning of the property at 1734 Camp Road to a mixed-use unit that will include a pottery studio. This initiative holds great promise for our community and speaks to the values we cherish.

Art has an incredible power to bring people together, foster creativity, and nurture a sense of belonging. A pottery studio would serve as a sanctuary for individuals of all ages to explore their artistic talents and connect with others who share similar passions. The hands-on nature of pottery encourages mindfulness and provides a wonderful outlet for self-expression, something many of us seek in our fast-paced lives.

Beyond the artistic benefits, this project represents an opportunity for growth and revitalization in our neighborhood. A mixed-use development not only breathes new life into the area but also supports local businesses, encourages foot traffic, and enhances our community's character. Imagine the joy of walking past a bustling studio where people are laughing, creating, and sharing their experiences—this vision can become a reality with your support.

I understand that change can come with concerns, but I truly believe that the positive impact of a pottery studio will far outweigh any challenges. It will foster a welcoming atmosphere where everyone feels valued and inspired.

Thank you for considering this proposal. I am excited about the potential for our community to thrive through this project, and I hope you will join me in supporting this vision for a brighter, more creative future.

Warm regards,

Eric Keohane

Jillian Tyler

3144 Woodsen Circle

West Columbia, SC 29170

10/15/2024

Dear Members of the James Island Town Council,

I am writing to express my strong support for the rezoning of 1734 Camp Road on James Island for the purpose of opening a pottery studio. As a resident of Columbia, SC, and a member of a local pottery studio, I have seen firsthand the positive impact that such a space can have on individuals and the broader community.

I was first introduced to pottery years ago by Holly Heaton (co-owner), and it quickly became a meaningful part of my life. My mom and I took a class together in Columbia, which was not only a fun bonding experience but also opened my eyes to pottery as a creative outlet. Since then, I've taken multiple classes and eventually became a member of the studio, where I've met many new friends and learned so much about the local artist scene. The connections I've made and the skills I've gained have enriched my life in ways I didn't anticipate.

A pottery studio is much more than a place to create art. It fosters a sense of community and connection, bringing together people of different ages and backgrounds who share a common interest. Pottery offers a unique blend of creativity, mindfulness, and hands-on activity that has therapeutic benefits as well. It provides a space for people to unwind, express themselves, and even support one another, which is especially valuable in today's fast-paced world.

Additionally, a pottery studio can serve as a hub for local artists and artisans, contributing to the cultural and economic vitality of the area. It encourages people to engage with the arts, which in turn supports the local economy through workshops, exhibitions, and sales of handmade goods. Furthermore, studios like these often collaborate with schools, community centers, and local events, enhancing the town's cultural landscape and providing educational opportunities for people of all ages.

Given my own experience, I truly believe that opening a pottery studio on James Island would bring immense benefits to the community. It would create a welcoming space where people can explore their creativity, connect with others, and contribute to the local arts scene. I wholeheartedly support this rezoning effort and hope that the council will see the value it can bring to James Island.

Thank you for your consideration.

Sincerely,

Jillian Tyler

803-360-5523

Re: Re-zoning of 1734 Camp Road for Pottery Studio

To the James Island Town Council,

I am writing as a local instructor working in the ceramics field and have known Holly Heaton (co-owner) for approximately 4 years. I have been working in clay studios since the late 1980's and currently teach in Charleston studios. I am writing regarding Holly's request to re-zone 1734 Camp Road.

I have no personal interest in this property and will not gain from the creation of this studio. When Holly expressed her desire to build a studio in James Island, I quickly agreed that there is a need for local clay studio space. This medium can be expensive to maintain ceramic equipment and supplies in a single studio, so it is often shared by many. Holly is hoping to create just that – a studio where students and hobbyists can work and learn together under one roof.

I have worked in community clay studios for over 30 years. Some were co-operative spaces, while others were independent classrooms. I have also maintained a home studio for over 10 years. Each studio space housed kilns and other equipment necessary for creating clay work. Some studios held very large gas fired kilns but more commonly, electric kilns, like the one Holly will be using. Electric kilns, when installed properly, are considered a safe and effective way to fire ceramic wares by working ceramic professionals. Although no piece of equipment can be completely guaranteed to be problem-free, they are so safe I operated two in my home for 10 years. I am confident that Holly will maintain and install her kilns according to manufacturer's standards, ensuring the safety of the studio and community.

I will hope that this project can be completed, offering a new opportunity for local clay enthusiasts to come together, learn and create. Thank you for your consideration on this project.

Best,

Karen Casteel-Rodeheaver

Ceramic Instructor/Artist

3056 Ashburton Way

Mount Pleasant, SC 29466

720-884-7827

Dear James Island Town Council,

I have recently heard about the opening for a new pottery studio on 1734 Camp Road in James Island. I really think this would be great for the local ceramics community. It can be difficult to find a place to express artistic abilities and this new ceramic studio is something I am really looking forward to.

Thank you!

Kyle Lewis
1320 Appling Drive
Mount Pleasant, SC.
29464

Dear James Island Town Council,

I am writing in support of the rezoning of the pottery studio at 1734 Camp Rd. I have always wanted to learn how to make pottery, and was extremely excited to hear about the potential new studio opening. I think providing people with creative outlets is so important, especially with the day-to-day stress we all deal with. I hope this studio can move forward with it's opening so that people in the community can have a relaxing space to create.

Thank you for your time.

Lauren Ross Andrews, M.Ed.

265 Alexandra Drive #3,
Mount Pleasant, SC 29464

October 14, 2024

Saif Sattar

462 Antebellum Lane
Mount Pleasant, SC 29464

To James Island Town Council members:

I am writing in regards to the request to rezone 1734 Camp Road for a pottery studio.

As someone that has been a Mount Pleasant resident since 1989, I often travel to and around the town of James Island due to it's still intact natural beauty. I am often jealous of my friends living on JI, with their marsh views down Camp Road & close proximity to the eccentric musical offerings at the Charleston Pour House.

I am always supportive of new, family-owned businesses that bring an artistic, net positive to their residents. It is with that, that I put my full support behind rezoning the property on 1734 Camp Road so that a pottery studio can exist. What an amazing addition to an already beautiful and artistic town.

Sincerely,

Saif Sattar

FROM THE DESK OF
Samuel Bonner

October 13, 2024

Dear James Island Town Council,

I'm writing to express my support of the proposal to rezone 1734 Camp Road for a pottery studio. I think James Island would benefit from this as a place for community members to improve and grow their creativity. This would provide a healthy environment for people to meet and gather as they bond over a fun new hobby. My wife and I would appreciate this addition to our community greatly.

Sincerely,

Samuel Bonner
457 Carlin Avenue
Charleston, SC.
29412

To whom this may concern,

I'm writing on behalf of William Albrecht and Holly Heaton in hopes of conveying my strong support towards the opening of their pottery studio. Since originally moving to Charleston in March of 2020, I've had the great pleasure of knowing both of them over the last three years. Fast forward to today and Will is not only just one of my best friends, but someone I consider family.

Qualities that come to mind in describing him would include great foundational values, strong work ethic, and a unique ability to bring people together. Ever since Holly came into Will's life, I'd say those qualities shine even brighter considering she shares a lot of the same.

When you hear someone speak on what they are truly passionate about you can immediately tell how much it means to them. The sheer excitement in their voice, the beaming smile, and the amount of detail shared. Saying Holly's just passionate about pottery would be doing her a disservice, as from my perspective it seems like pottery is much more than that to her. It's an outlet that provides real connection, therapy, creativity, and builds community.

I won't speak directly for them both, but I believe that's ultimately the vision here. Giving the people of James Island an outlet to continue to build out their own community, through two people working to bring their dream to life in this pottery studio. As a proud resident of James Island, I believe the approval to move forward would do just that. I appreciate you taking the time to read this message and hope to hear back soon

Thank you,

Scott Kelly

October 14, 2024

Dear James Island Town Council,

I would like to express my support of the rezoning of 1734 Camp Road for a pottery studio use. See below reasons why I think this rezoning will benefit the community of James Island and the city of Charleston as a whole.

- 1) A creative pottery studio will add to the deep artistic heritage in the city of Charleston. Without art, Charleston would not be the great town that it is today.
- 2) This pottery studio will benefit all ages: young and old.
- 3) This location is prime for a pottery studio use with the surrounding area being plentiful with other businesses. Adding another small business will show Charleston residents, especially James Island residents, that their local municipality supports its residents in any way possible.

I hope the town of James Island and the city of Charleston strongly consider this property for the use of a pottery studio to improve the surrounding community.

Sincerely,

WILL MALEY
250 BELFAST ROAD
CHARLESTON, SC 29407

To Whom it may concern,

I, William Eduardo Gregory Wright of 1235 Forestwood Dr. Charleston SC, am writing to express my strong support for the proposed rezoning of the property located at 1732 Camp Road for a pottery studio. This change will benefit the community significantly and contribute positively to the area's growth.

The development of a business at the site will only enhance the appeal and functionality of the surrounding community by providing services that are currently lacking in the area.

I encourage the zoning commission to take into account the benefits a business at this location could provide.

I hope you will approve the rezoning of this location

Sincerely

William E.G. Wright

Kristen Crane

From: Robin Guerin <robinguerin00@gmail.com>
Sent: Tuesday, October 15, 2024 8:38 PM
To: Kristen Crane
Subject: Case # ZOR-8-24-015

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

Hi Kristen,

Regrettably, my husband and I cannot attend the meeting on October 17th, but we will attend the meeting on November 21st. Is that also at 7:00 pm? I want to speak at the meeting, if possible.

Is there a form my neighbors and I need to complete to oppose this rezoning, or will their names, addresses, and signatures suffice on a document I create?

Here is a summary of some critical points for the rezoning opposition:

Established Residential Neighborhood

Centerville is an established residential neighborhood built in the 1950s. Many families have resided here for generations. This fact, along with its location close to downtown, was one of the main reasons we decided to purchase a home here just over two years ago. Allowing for rezoning will disrupt our quiet subdivision and diminish our property values.

Initial Rezoning & Subsequent Applications

Approving the rezoning of this property will immediately diminish our property value. We could have easily purchased a less expensive home with an existing business as our rear neighbor resulting in an 180k deduction from our purchase price/mortgage.

Evidence of this statement:

My home:

1733 Combahee St, Charleston, SC 29412

Sold: 04/25/22 for: \$680,000

Home with business directly behind their house:

818 W Madison Ave, Charleston, SC 29412

Sold: 06/15/22 for: \$500,000

May I remind you that homeownership is typically the largest investment in an adult's life.

Additionally, if rezoning is granted, other properties will use it as a precedent for their case to rezone the other homes around this pottery studio.

What will be the cut-off line into the neighborhood? Is there one? Will we become a neighborhood spattered with businesses? This would become a literal traffic nightmare.

Traffic /Noise

Our direct next-door neighbor who built his house when the neighborhood was developed in the 50's informed us that a traffic study was conducted for W. Madison Ave. Will you be able to provide that to me for review? We have speed bumps right now, but that does not deter the cut through traffic trying

to avoid Folly Road. So many near misses happen daily making it difficult to walk the neighborhood without dodging and weaving from speeding traffic.

Additionally, Combahee Street deals with school drop-off and pick-up traffic. Many cars are parked in our front yards, causing hundreds of dollars of damage and unnecessary traffic as we try to enter or exit our driveways and street.

This is also the case on Camp Road where the proposed pottery studio will be located. I implore you to experience this traffic firsthand or conduct an additional traffic study.

I will provide videos for the next meeting.

Fire Safety - Questions

As my husband and I are both safety professionals we have a few questions that need answers:

- What type of kiln will be in the property? Chemicals?
- What type of ventilation system? Are you aware of the noise associated with the fan for kiln ventilation?
 - If the ventilation system becomes faulty, we will have noxious gases in our air/homes.
- Will there be an automatic suppression system in place?
- Did The AHJ follow the advisory publication, NFPA 86?

Neighborhood Appearance and Safety

This application claims that it meets this ordinance and others...

According to Section §153.043 of the Zoning and Land Development Regulations Ordinance (ZLDR), applications for Zoning Map Amendment (Re-zoning) may be approved only if Town Council determines that the following criteria are

met: 1. The proposed amendment is consistent with the Comprehensive Plan and the stated purposes of this Ordinance; Staff's response: In the Comprehensive Plan, the Land Use Element Goal states, "The Town of James Island will encourage the orderly and environmentally sound development of the land with special consideration to maintaining the suburban character and natural ecosystems of the area." by "implementing sustainable and flexible development guidelines and integrate development with growth to maintain the suburban character of the Town".

The applicant's letter of intent states that he intends to "develop a local, unique, and passion based" studio. Because the owner is using the studio as a hobby and not for profit, while maintaining the suburban character of the area, the proposed amendment is in compliance with the Comprehensive Plan.

Our response is two-fold:

1. You can not maintain "suburban character" while also having a parking lot for customers in your front, side and back yard in a residential area.
2. Pluff Mud Pottery located at 1411 Folly Road is an existing full-service paint-your-own pottery studio in James Island, SC. The owner's description is eerily similar to the one of the proposed studio, "We are a creative space where artists (and non-artists) of all ages and skill levels can unwind and get crafty."

ARTICLE: Meet Sarah Bradbury of Pluff Mud Pottery - Voyage South Carolina Magazine
(southcarolinavoyager.com)

The key difference between the two studios is one is owned by existing residents of our neighborhood and their studio is in a commercial area. And the other, the applicant, has zero idea based on his responses what this really would look like for his soon-to-be neighbors.

The fact that the town council will continue to entertain this development after even one fervent opposition letter from an existing resident with concerns is deplorable. That is why I fully intend to go door to door and alert my neighbors of this potential extreme change to our lovely neighborhood.

Best,

Robin & Jace Guerin

1733 Combahee Street

Public Works Report for Town Council Meeting October 17, 2024

Woodhaven Project: IPW Contractor

- The Fence replacement has been completed, all that is left is replacing the sod at Cornerstone court and project will be complete.

Oceanview Project: Landscape Pavers Contractor

- The work for the change order to pipe the ditches was approved by DOT and work has begun.
- We will be monitoring the progress closely, as we have a tight timeline for this to be completed.

MELLICHAMP/HALE PROJECT: J EVANS SERVICES CONTRACTOR

- Project has been started and running smoothly
- ECD for completion is the week of 10/18/2024

CECIL CIRCLE PROJECT:

- Engineering drawings are complete, so we are moving ahead with the Cecil Circle project to replace the broken pipe and create an outfall in the existing drainage ditch.
- Currently are working with Hunter Quinn Contractors to gain an easement on one of their lots to help with the construction.

General Information:

- Melissa and I are continuing to answer citizen calls and requests
- Still trying to coordinate with DOT to get Mikell Drive dried up and flowing at the "Lake" in front of the school
- The new home for Helping Hands is here and ready for use
- Currently working the plans for our AmeriCorps Crew that will be arriving in early November
- We are working with Wendy Shelton on trying to procure funding for some of the projects we would like to accomplish through some grants that may be available to us.

PURCHASE & SALE AGREEMENT

THIS PURCHASE & SALE AGREEMENT (this “*Agreement*”), dated as of _____, 2024 (“*Effective Date*”), is entered by and between **Mill Point, LLC**, a South Carolina limited liability company (“*Seller*”) and **The Town of James Island**, (“*Buyer*”). Seller and Buyer are sometimes collectively referred to as the “parties” or singularly as a “party.”

In consideration of the mutual promises and covenants herein contained, and intending to be legally bound, the parties to this Agreement hereby agree as follows:

1. Purchase and Sale of Property. Seller, in consideration of the purchase price set forth below, hereby agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms and subject to the conditions contained in this Agreement, the following (collectively “*Property*”):

a. Those certain parcels of real property located at 1259 Mill Pt. Rd., James Island, Charleston County, SC bearing Charleston County TMS No. 428-01-00-048 shown as Lots A and B on plat recorded at the Charleston County ROD Office in Book Y, Page 041; bearing Charleston County TMS No. 427-03-00-028 shown as 2.3Ac Tract B on plat recorded in the Charleston County ROD Office in Book V, Page 79 (collectively “*Real Property*”); and

b. All rights, privileges and easements appurtenant to the Property including, but not limited to, all mineral rights, development rights, air rights and water rights relating to the Property, and any other easements, rights-of-way or appurtenances existing for the beneficial use and enjoyment of the Property, and any land lying in the bed of any street, road or avenue opened or proposed, public or private, in front of or adjoining the Property and any award made or to be made in lieu thereof, any unpaid award for damage to any portion of the Property by reason of change of grade of any street, and any strips and gores adjoining or adjacent to any portion of the Property (“*Appurtenances*”); and

c. All improvements located and permanently attached on the Property including but not limited to any buildings or other structures and any facilities used to provide utility or other services thereto (“*Improvements*”) and

d. A perpetual non-exclusive easement and right of way for ingress and egress to access the Property to and from Sea Aire Dr., James Island, SC, a publicly maintained and dedicated road (“*Easement*”)

2. Personal Property. Seller also agrees to convey to Buyer, at no additional cost, all of the general intangibles, contract rights, surveys, inspection reports, engineering, environmental and wetlands studies, soil tests, designs, plans, specifications, schematic drawings, construction drawings, blueprints and engineering data, licenses, permits, approvals, zoning approvals, building permits, guaranties, warranties and similar rights relating to the Property or to the construction or renovation of any of the Improvements (“*Personal Property*”). The Personal Property shall be conveyed to Buyer by bill of sale containing a general warranty of title.

3. Purchase Price. Buyer agrees to pay the full purchase price of Two Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,775,000.00) for the Property, as follows:

a. Thirty-Six Thousand Two Hundred Eighty Four and 00/100 Dollars (\$36,284.00) (“*Earnest Money*”) by wire transfer, to Clement Rivers LLP (“*Escrow Agent*”) within five (5) business days following Buyer’s receipt from Seller of a fully executed counterpart of this Agreement in the form of the Escrow Agreement attached hereto as Exhibit A. The Earnest Money shall be applied to the Closing Payment as set forth below.

b. The balance of the purchase price shall be paid to Seller at Closing in cash or by wire transfer of \$375,000.00 ("Closing Payment") plus all Buyer's Closing costs, with the balance of the Purchase Price paid through a Promissory Note ("Promissory Note") in the amount of \$2,400,000.00 at a rate of four (4%) interest in favor of Seller secured by a First Priority Mortgage ("Mortgage") on the Property, subject to disbursement as set forth in Section 4 of this Agreement, and more fully outlined as follows:

Closing Payment:	\$375,000.00	Due at Closing
1 st Installment Payment:	\$600,000.00 plus interest	Due (1) year after Closing
2 nd Installment Payment:	\$600,000.00 plus interest	Due (2) years after Closing
3 rd Installment Payment:	\$600,000.00 plus interest	Due (3) years after Closing
4 th Installment Payment:	\$600,000.00 plus interest	Due (4) years after Closing

c. The Earnest Money shall be held in escrow pursuant to a separate Escrow Agreement to be entered into by and between the parties and Escrow Agent.

4. Closing.

a. The closing of the sale of the Property (the "**Closing**") shall be held at the offices of Buyer's attorney, on December 10, 2024 ("**Closing Date**") or sooner by the mutual agreement of the parties.

b. At Closing, Seller shall execute all appropriate documents and deliver such documents to Buyer's attorney who will act as closing attorney to hold said documents until disbursement. No funds will be disbursed at Closing until Buyer's attorney has recorded the deed and verified that there are no intervening encumbrances prior to recording of the deed. Buyer shall be entitled to full possession of the Property at Closing.

c. If Buyer is unable to obtain property insurance coverage on the Improvements due to the approach of a named storm immediately prior to Closing, the Closing shall be extended for up to ten (10) business days to the extent necessary to allow Buyer to obtain such coverage provided Buyer has otherwise complied with all requirements for the issuance of such coverage.

5. Closing Costs. Closing costs shall be paid as follows:

a. Seller shall provide or pay for preparation of the deed, the deed recording fee assessed pursuant to S.C. Code Section 12-24-10, fees for recording of lien satisfactions, property taxes and assessments to the day of Closing, and any roll-back taxes assessed with respect to the Property (whether pursuant to S.C. Code Section 12-43-220 or any similar provision of law) for any period prior to the Closing, regardless of whether such roll-back taxes are levied before or after Closing.

b. Buyer shall pay for any inspections, appraisals, title examinations and surveys of the Property obtained or to be obtained by Buyer, the fee to record and preparation of the deed and all expenses related to any financing Buyer may obtain to purchase the Property, including but not limited a lender's title insurance policy in favor of Seller for the Mortgage outlined in section 3b.

6. Prorations. The amount payable at Closing shall be adjusted by the apportionment as of midnight preceding the Closing, in accordance with the custom prevailing in the county or other taxing district in which the Property is situated, of any real estate taxes (except roll-back taxes assessed for any period prior to Closing, which shall be paid by Seller), user fees, storm water fees, special assessments, rents, utility charges and the like. Annual assessments shall be apportioned using 365 days. Monthly assessments shall be apportioned using the number of days in the month of Closing. If the Closing precedes the date of issuance of property tax

bills, the property taxes shall be prorated based upon a reasonable estimate and the parties shall enter an agreement providing for adjustment of any difference upon issuance of the property tax bills.

7. Conveyance of Title. Seller shall convey and Buyer shall accept marketable and insurable fee simple title to the Property by limited warranty deed, free from all liens and encumbrances, except matters listed as exceptions to the commitment to insure title to the Property obtained by Buyer pursuant to Section 9 of this Agreement including any matters that the title insurer agrees to insure against but not including any matters cured by Seller pursuant to Section 9 of this Agreement. Additionally, Buyer shall execute a Mortgage in favor of Seller for the balance of the Purchase Price that remains unpaid after Closing pursuant to Section 3b above. Seller's Mortgage shall constitute a first priority lien, subject to any exceptions to title on the commitment to insure title, on the Property and the Closing shall be contingent on Buyer's execution of the Promissory Note and Mortgage. Buyer's closing attorney shall deliver a lender's title insurance policy in the amount of the Promissory Note insuring the Mortgage's first lien position on the Property within thirty days after Closing naming the Seller as the insured lender.

a. Seller agrees to execute and deliver at Closing a title affidavit and additional documents or instruments reasonably required by Buyer's title insurance company, a current tax compliance certificate issued by the South Carolina Department of Revenue, a Seller's Affidavit pursuant to S.C. Code §12-8-580 (Nonresident Seller Withholding), a FIRPTA certification pursuant to Section 1445 of the United States Internal Revenue Code ("**IRC**"), a resolution authorizing entering into this Agreement, a certificate of incumbency setting forth the members, officers and operating agreement of Seller and a certification of Seller's tax identification number as required pursuant to the IRC. Seller further agrees to obtain and deliver to Buyer at closing an opinion of Seller's counsel as to the existence, good standing and authority of Seller to execute the deed and other closing documents, and to otherwise consummate the transactions contemplated by this Agreement.

b. Seller agrees not to voluntarily convey an interest in, create an encumbrance against or grant an easement or right of way across the Property during the term of this Agreement without Buyer's prior written consent, which consent shall not be unreasonably withheld.

c. Notwithstanding the requirement set forth above that Seller execute a limited warranty deed, including all mineral rights, development rights, air rights, water rights, and any other easements, rights of way, or appurtenances existing for the beneficial enjoyment and use of the land and any portion of the property lying in the bed of any street, road, or avenue whether open or proposed, public or private, in front of or adjoining the land. If Buyer so requests, Seller also agrees to execute and deliver a quit-claim deed attaching a current survey of the Property as an exhibit and the legal description of the Property as shown on a current survey obtained by Buyer.

d. The deed shall contain a restriction that the Property shall only be used as a public park or a facility to hold public meetings and/or events except the type of use may be changed by the written mutual consent of Buyer and Seller, their heirs, successors or assigns, and shall contain a Buffer as set forth more fully in Section 35 of this Agreement. The deed restriction shall also provide that the Seller, its successors and assigns, and Robert E. Welch, Jr., his heirs, successors and assigns, shall have the right to enforce the deed restrictions.

8. Information from Seller. Seller agrees to deliver to Buyer, within ten (10) business days following the date of this Agreement, copies of any of the following documents or information respecting the Property, currently in the possession of Seller and readily available to Seller:

a. any plats or surveys depicting the Property;

b. any title insurance policies or certificates of title with copies of any instruments listed as exceptions or encumbrances and any unrecorded agreements creating any right, license or easement affecting the Property;

- c. any written contracts and summaries of any oral contracts which are currently in effect and relate to the Property or any of the Personal Property;
- d. any permits, approvals and licenses relating to ownership, use and operation of the Property or any of the Personal Property;
- e. any third party agreements and any governmental permits, approvals, licenses or authorizations (and any related correspondence or applications) relating to any proposed development of the Property;
- f. any third party engineering, environmental, geotechnical, wetlands, wildlife or archeological studies and any similar information respecting the Property;
- g. any existing or proposed development or site plans;
- h. any plans, specifications, warranties or indemnity agreements;
- i. certificates of insurance evidencing current premises liability coverage;
- j. a list identifying any litigation currently pending or threatened against Seller and arising out of Seller's ownership or operation of the Property;
- k. any Voluntary Clean Up Contracts with the South Carolina Department of Health and Environmental Control ("**DHEC**") and any Covenant Not to Sue, release, permit or similar instrument issued by DHEC, the United States Environmental Protection Agency ("**EPA**") or any other governmental authority releasing or limiting liability for any violation of environmental laws or other hazardous condition existing on the Property or on any adjacent properties that effects the Property ("**Environmental Agreements**"), and any reports, certificates, approvals, management plans, restrictions and other documents delivered in connection therewith;
- l. copies of any items of the Personal Property existing in documentary form as set forth in Paragraph 2; and
- m. such other documents or information pertaining to the condition of the Property or any of the Personal Property as Buyer may reasonably request.

Seller agrees to reasonably cooperate with Buyer to procure reliance letters from each inspector granting Buyer the right to rely upon inspection reports respecting the Property provided that such cooperation does not cause Seller to incur additional expenses and shall not be deemed to constitute any representation by Seller as to the accuracy of any such reports.

9. Examination of Title by Buyer. Buyer shall procure a full examination of title to and a survey, if desired, of the Property prior to the end of the Inspection Period. If Buyer's title examination or survey indicates encumbrances to the title which Buyer determines, in its sole and absolute discretion, would interfere with Buyer's intended use of the Property or render title unmarketable or uninsurable, Buyer shall provide written notice to Seller setting forth Buyer's objections. If Seller is unable or unwilling to cure an objection, Buyer may, at its option: (i) terminate this Agreement by written notice to Seller, in which event Buyer shall receive a full refund of the Earnest Money, or (ii) accept title to the Property subject to the uncured objection. Seller and Buyer shall have the option to extend the Closing Date for up to thirty (30) days if reasonably necessary to cure an objection to the title by subsequent mutually acceptable addendum to this Agreement.

10. Inspection Period.

a. Seller hereby grants to Buyer the right to enter upon the Property until December 9, 2024 ("**Inspection Period**"), for the purpose of inspecting the Property including, but not limited to, the right to survey and to conduct above and below ground physical inspections and soil, environmental, engineering and other tests, the right to review all pertinent records or documents relating to the Property and the zoning classification and permitted uses of the Property, and the right to contact governmental authorities having jurisdiction over the Property in order to determine the availability of governmental permits and approvals that Buyer determines to be necessary or desirable for the future development and operation of the Property. If any environmental assessment indicates the need for further inspections or testing, Buyer shall have the option to extend the Inspection Period for up to thirty (30) days if reasonably necessary to complete such further inspections or testing.

b. Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the end of the Inspection Period in which event Buyer shall receive a full refund of the Earnest Money. In the event Buyer desires to terminate this Agreement, Buyer shall provide written notice to Seller prior to the end of the Inspection Period.

11. Cooperation by Seller. Seller shall reasonably cooperate with Buyer during and after the Inspection Period by providing reasonable and continued access to the Property. Seller shall reasonably cooperate with filings and applications made by Buyer to any governmental authorities having jurisdiction over the Property for permits, approvals and other authorizations pertaining to the conveyance of the Property. Buyer shall promptly provide Seller with a copy of any and all applications, permit requests, zoning changes, or other similar documentation filed with the Town of James Island or County of Charleston.

12. Buyer Contingencies. The obligations of the Buyer pursuant to this Agreement shall be contingent upon fulfillment of each of the following conditions precedent, all of which shall be satisfied or waived by Buyer prior to Closing:

a. Buyer shall have obtained financing for the purchase and development of the Property secured by a mortgage of the Property ("**Loan**") or from the Charleston County Greenbelt Programs ("**Greenbelt Funds**"). Buyer shall apply for the Loan or Greenbelt Funds and shall use diligent efforts to satisfy the lender's or the County's requirements for the closing of the Loan or Greenbelt Funds prior to the Closing to the extent such requirements can reasonably be satisfied.

b. If the results of Buyer's environmental site assessments indicate there are negative environmental conditions on the Property, DHEC or the EPA, as applicable, shall have entered into Environmental Agreements with Buyer releasing Buyer from liability for any violation of environmental laws or other hazardous condition existing on the Property or on any adjacent properties that effects the Property prior to Closing or Assignment to Buyer of all rights and protections arising from and after Closing pursuant to any Environmental Agreements, and receipt by Buyer of the following documents from DHEC, the EPA or any other party thereto: (i) written consent to the assignment of such Environmental Agreement(s) to Buyer; (ii) acknowledgement that the conveyance of the Property at Closing complies with the terms and conditions of such Environmental Agreement(s); and (iii) certification that the work to be completed by Seller or any prior owners of the Property pursuant to such Environmental Agreement(s) has been completed in compliance with the terms and conditions of such Environmental Agreement(s).

c. All contingencies of the lender and/or Charleston County Green Belt Program to closing of the loan or GreenBelt Funds that are beyond the reasonable control of Buyer such as matters relating to title insurance, survey and the environmental condition of the property, shall have been satisfied at or prior to Closing.

d. Approval of title to the Property and satisfaction of the results of all of Buyer's inspections as set forth herein.

e. Seller providing Buyer a perpetual non-exclusive easement and right of way for ingress and egress to access the Property to and from Sea Aire Dr., James Island, SC, a publicly maintained and dedicated roadway.

Buyer and Seller shall cooperate in good faith to fulfill each of the foregoing contingencies prior to the Closing Date. If any of the foregoing contingencies are not satisfied at or before the Closing Date, Buyer shall have the right to terminate this Agreement by notice to Seller in which event Buyer shall receive a refund of the Earnest Money. Buyer shall also have the option to extend the Closing Date for up to thirty (30) days to the extent reasonably necessary to satisfy any contingencies that are not satisfied prior to the Closing Date.

13. Representations and Warranties by Seller. Seller hereby represents and warrants to Buyer the following, all such representations and warranties to be true and correct as of both the date of this Agreement and as of Closing. Seller reserves the right to notify Buyer of any change in condition with respect to the items below that occurs or of which Seller becomes aware between the dated of this Agreement and Closing. Seller shall notify Buyer within twenty-four (24) hours, both verbally and in accordance with Paragraph 25, in the event it discovers a change in conditions of the following representations and warranties:

a. Seller has been duly organized, is validly existing and in good standing under the laws of the State of South Carolina. Seller has full power and authority to enter into this Agreement and the other documents to be executed by Seller pursuant to this Agreement and otherwise consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement have been, and the documents to be executed by it pursuant to this Agreement shall be, duly and validly authorized by all necessary corporate or organizational action and no other actions or proceedings on the part of Seller are necessary to authorize this Agreement and the transactions contemplated hereby and thereby. This Agreement constitutes, and the documents to be executed by Seller pursuant to this Agreement when executed will constitute, legal, valid and binding obligations of Seller.

b. The execution and delivery by Seller of, and the performance by Seller of its obligations under, this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, Seller's organizational documents or any contract, agreement, judgment, injunction, order, decree or other instrument binding upon Seller, or result in the creation of any encumbrance on the Property or any of the Personal Property. There are no outstanding agreements (written or oral) pursuant to which Seller (or any predecessor to or representative or affiliate of Seller) has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof.

c. Seller has no actual knowledge of any action, suit or proceeding pending or threatened against Seller or the Property which, if adversely determined, would have a material adverse effect on the Property or which challenges or impairs the ability of Seller to execute or deliver, or perform its obligations under, this Agreement and the documents executed by it pursuant to this Agreement or to consummate the transactions contemplated herein.

d. Seller has received no notice of, or applied for, any request, application or proceeding to alter or restrict the zoning or other use restrictions affecting the Property.

e. Seller has received no notice of any building, fire or safety code violations or any other violations of applicable law issued in respect of the Property which have not been corrected.

f. Seller has received no notice of any violation of environmental laws, rules or regulations on the Property, or the presence of any underground storage tanks or environmentally regulated substances on the

Property and there are no matters concerning the property that would give rise to a violation of any Federal or State environmental law including but not limited to CERCLA or RCRA.

g. Seller has received no notice of any pending or threatened condemnation or similar proceeding or assessment affecting the Property nor, to Seller's knowledge, is any such proceeding or assessment contemplated by any governmental authority.

h. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code.

i. There are no tenancies, leases, or other occupancies affecting the Property, or claims to an interest in the Property, and no other party is entitled to possession of the Property or any portion thereof.

j. Any information delivered by Seller to Buyer pursuant this Agreement will be true and accurate in all material respects at Closing and the information set forth in a manner that is not materially misleading.

14. Representations and Warranties by Buyer. Buyer hereby represents and warrants to Seller the following, all such representations and warranties to be true and correct as of both the date of this Agreement and as of Closing:

a. Buyer has been duly organized, is validly existing and in good standing under the laws of the State of South Carolina. Buyer has full power and authority to enter into this Agreement and the other documents to be executed by Buyer pursuant to this Agreement and otherwise consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement have been, and the documents to be executed by it pursuant to this Agreement shall be, duly and validly authorized by all necessary corporate or organizational action and no other actions or proceedings on the part of Buyer are necessary to authorize this Agreement and the transactions contemplated hereby and thereby. This Agreement constitutes, and the documents to be executed by Buyer pursuant to this Agreement when executed will constitute, legal, valid and binding obligations of Buyer.

b. The execution and delivery by Buyer of, and the performance by Buyer of its obligations under, this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, Buyer's organizational documents or any contract, agreement, judgment, injunction, order, decree or other instrument binding upon Buyer.

15. Risk of Loss. The Property shall be conveyed to Buyer in substantially the same condition as it is on the date of this Agreement, reasonable wear and tear excepted. Seller shall bear the risk of loss or damage to any Improvements by fire or other casualty until Closing. In case of such loss or damage, Seller shall have the option of restoring the Improvements to their present condition within forty-five (45) days after the Closing date specified herein, with the Closing to be extended accordingly. If the Improvements are not or cannot be restored within said period:

a. Seller shall provide written notice to Buyer, within five (5) business days following any such occurrence, accompanied by a copy of: (i) any insurance policy covering such loss or damage and any communication or other documentation received by Seller with respect thereto; (ii) any claim or action initiated by Seller as a result of such loss or damage and any communication or other documentation received by Seller with respect thereto; and (iii) any estimates received by Seller pertaining to the time period and cost for repair or reconstruction of the Improvements; and

b. Buyer shall have the option to either: (i) proceed to Closing in which event Seller shall assign to Buyer all right, title and interest of Seller in any insurance proceeds, damages, claims, causes of action and any other rights of Seller arising out of such loss or damage to the Improvements and shall assist and cooperate with

Buyer in the prosecution of any such claim or exercise of any such rights; or (ii) terminate this Agreement by written notice to Seller and receive return of its Earnest Money.

16. Condemnation. If, prior to Closing, all or any portion of the Property shall be taken by eminent domain or if Seller receives any notice of a proposed taking of all or any portion of the Property by eminent domain:

a. Seller shall provide written notice to Buyer, within five (5) business days following any such occurrence, accompanied by a copy of: (i) any communication or other documentation received by Seller from the condemning authority with respect to any such taking; (ii) any claim or action initiated by Seller as a result of any such taking and any communication or other documentation received by Seller with respect thereto; and (iii) any estimates received by Seller pertaining to the time period and cost for repair or reconstruction of any remaining improvements to the Property in the event of a partial taking; and

b. Buyer shall have the option to either: (i) proceed to Closing in which event Seller shall assign to Buyer any award or settlement made or to be made in the condemnation proceedings, and any damages, claims, causes of action and any other rights of Seller arising out of or in connection with any such taking, and Seller shall assist and cooperate with Buyer in the prosecution of any such claim or exercise of any such rights; or (ii) terminate this Agreement by written notice to Seller.

17. Default.

a. If Buyer defaults in the performance of Buyer's obligations pursuant to this Agreement, Seller shall have the right to terminate this Agreement by written notice to Buyer in which event Seller shall be entitled, as its sole and exclusive remedy, to retain the Earnest Money as full liquidated damages for such breach. Buyer and Seller acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller due to Buyer's default and hereby agree that Seller's retention of the Earnest Money is intended not as a penalty, but as full liquidated damages for such loss. Buyer authorizes Seller to place the Property back on the market upon termination of this Agreement and releases any claim Buyer may have against the Property.

b. If Seller defaults in the performance of Seller's obligations pursuant to this Agreement, Buyer may either: (i) seek specific performance of this Agreement; or (ii) terminate this Agreement by written notice to Seller in which event Buyer shall receive a full refund of the Earnest Money and Seller shall reimburse Buyer for all costs, expenses and attorney's fees incurred by Buyer to examine title, survey and conduct inspections of the Property within ten (10) days following Buyer's notice of termination.

18. Brokers. The parties each represent and warrant that they have not dealt with any broker or real estate sales agent in connection with the Property. This Agreement is consummated by each party in reliance on the representation of the other that no broker or agent was granted an exclusive listing or, in any way was a procuring cause of this transaction. Each party hereby agrees to indemnify, defend and hold harmless the other against the claim of any broker or agent for a commission due by reason of having dealt with the indemnifying party.

19. Fees and Expenses. Each of the parties shall bear their own expenses in connection with the negotiation of this Agreement, the satisfaction of the conditions precedent and the consummation of the transactions contemplated hereby, including without limitation the fees and expenses of their respective attorneys, accountants and consultants, except as otherwise specifically provided herein.

20. Further Assurances. After closing, each party agrees, at the reasonable request of the other and without further cost or expense to the other, to prepare, execute and deliver to the other further instruments of conveyance or transfer, and to take such other actions as may be necessary or desirable to consummate the transactions contemplated by this Agreement.

21. Performance Deadlines. Should any final date for performance of an obligation hereunder fall on a Saturday, Sunday or legal holiday, the performance of such obligation shall be deemed timely if performed on the first business day following such Saturday, Sunday or legal holiday.

22. Force Majeure. If either party shall be delayed, hindered or prevented from the performance of any act by reason of any governmental restriction, civil commotion, war, terrorism, insurrection, sabotage, military or usurped power, scarcity of labor or materials, strike, lock-out, fire, earthquake, hurricane or other natural disaster, or any other event beyond its control, the period for the performance of any such act or the giving of any such notice shall be extended for the period necessary to complete performance or delivery in a diligent manner following the end of the period of such delay.

23. Assignment. Buyer may assign this Agreement to an affiliated entity to be formed for the purpose of holding title to the Property. Buyer agrees to deliver a copy of any such assignment to Seller and Seller hereby consents to such an assignment.

24. Entire Agreement. This Agreement, including any attachments and any documents incorporated by reference, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. No modification of this Agreement shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought.

25. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and directed to a party at its address as set forth below. A party may designate a new address by written notice to the other party. All notices shall be effective and deemed delivered: (i) upon transmission when sent on a business day prior to 5:00PM via email or facsimile with written confirmation of successful transmission, provided such notice is also sent postage prepaid by United States first class mail not later than the next business day; or (ii) upon deposit with the carrier when sent via an overnight delivery or courier service providing written confirmation of delivery. Each party agrees that its attorney shall be authorized to deliver notices on its behalf, and each party agrees to accept notice from the other party's attorney in the same manner as if the other party had given such notice. Notice by other methods, such as e-mail transmission, shall be valid only if receipt is acknowledged in writing by the receiving party.

If to Seller:

Mill Point, LLC
1362 Stone Post Rd.
Charleston, SC 29412
Attn: Rod Welch
Facsimile:
Email: pirate@sciway.net

With a copy by facsimile to:

Jacob S. Barker, Esq.
Graybill Lansche & Vinzani LLC
2721 Devine Street
Columbia, SC 29205
Facsimile: (803) 404-5701
Email: jbarker@glvlawfirm.com

If to Buyer:

The Town of James Island
Attn: Mayor Brook Lyon
James Island, SC 29412
1122 Dills Bluff Rd.
James Island, SC 29412
Facsimile: (843) 795-4878
Email: blyon@jamesislandsc.us

With a copy by facsimile to:

W. Siau Barr, Jr.
Brian L. Quisenberry
Clement Rivers, LLP
25 Calhoun Street, Suite 400
Charleston, SC 29401
Facsimile: (843) 579-1307
sbarr@ycrlaw.com
bquisenberry@ycrlaw.com

26. No Agency or Partnership. The parties shall not in any way or for any purpose be deemed to be or become partners, joint venturers, agents, employees or employers with respect to each other by virtue of this Agreement or for purposes thereof. Neither party shall be responsible for supervising any activities or conduct of the other party, its agents or employees.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties intend that facsimile and scanned signatures shall constitute original signatures and that a facsimile or scanned copy of this Agreement or any document to be executed and delivered pursuant to this Agreement, containing the signature of each party shall be binding upon the parties hereto. Notwithstanding the foregoing, the parties agree to exchange documents containing original signatures promptly following execution, if requested.

28. Construction of Ambiguity. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed and negotiated by the parties and their counsel and, in the case of any ambiguity or uncertainty, shall be construed according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto, and not against the party who drafted or had its counsel draft this Agreement or any section herein.

29. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

30. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their successors and assigns.

31. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third-party beneficiary.

32. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina and the parties hereto specifically agree to submit to and be bound by the jurisdiction of the courts of the State of South Carolina. Venue for any action brought to enforce or interpret this Agreement shall lie in the Charleston County Court of Common Pleas.

33. Attorneys' Fees. In the event that any party shall bring an action to enforce or interpret the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts, and in the enforcement or collection of an award or judgment.

34. Signature by Representatives. Any individual executing this Agreement on behalf of a corporation, limited liability company, partnership, limited partnership, trust, estate or in any other representative capacity: (i) represents and warrants that he or she has been duly authorized to execute and deliver this Agreement as a representative of the party for whom such individual is acting, and that such party has the power and authority to enter into and perform its obligations pursuant to this Agreement; and (ii) agrees to deliver to the other party or parties, upon request, appropriate evidence of the existence, power and authority of the party for whom such individual is acting.

35. Buffer. Buyer shall maintain a fifty (50) foot buffer along the western property line of the property commonly known as 1259 Mill Point Rd., bearing TMS No. 428-01-00-048 and the property known as 1265 Mill Point Rd., bearing TMS No. 428-01-00-049. The buffer shall consist of vegetation that is the same or similar to the vegetation currently present at the location. Buyer, its successors and assigns, shall have the right to maintain, clear underbrush, clear fallen trees and mow any grass within the Buffer. The provisions of this Paragraph 35 shall survive Closing.

36. Waiver of Jury Trial. BUYER AND SELLER EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER, ANY CLAIM OF INJURY OR DAMAGE, AND/OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) AND/OR ACTIONS OF ANY PARTY WITH RESPECT THERETO. THIS WAIVER EXTENDS WITHOUT LIMITATION TO ALL CLAIMS, DEFENSES, AFFIRMATIVE DEFENSES AND/OR COUNTERCLAIMS EACH PARTY MAY HAVE AND/OR BE ABLE TO ASSERT (COLLECTIVELY, THE "CLAIMS"). ALL PARTIES HEREBY CONSENT TO THE WAIVER OF A JURY TRIAL AND HEREBY WAIVES THE RIGHT TO WITHDRAW SUCH CONSENT IN THE FUTURE. THE PROVISIONS OF THIS SECTION 36 ARE A MATERIAL INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS INTENTIONALLY, KNOWINGLY AND VOLUNTARILY MADE, AND BUYER AND SELLER, EACH ACKNOWLEDGE THAT EACH HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND THAT EACH HAVE HAD FAIR OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS LEGAL COUNSEL.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their authorized representatives to execute, this Agreement as of the date first above written.

Signed, sealed and delivered in
the presence of:

BUYER:
Town of James Island

Witness as to Buyer

By:
Its:

SELLER:
Mill Point, LLC

Gwendolyn Anne Walsh
Witness as to Seller

Robert E. Welch, Jr.
By:
Its: OWNER

EXHIBIT A
ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “*Agreement*”), dated as of _____, 2024, is made and entered into by and among Mill Point, LLC, a South Carolina limited liability company, (“*Seller*”), The Town of James Island, (“*Buyer*”), and Clement Rivers, LLP, a South Carolina limited liability partnership in its capacity as escrow agent (“*Escrow Agent*”). Seller, Buyer and Escrow Agent are sometimes collectively referred to as the “parties” or singularly as a “party.”

WHEREAS, Seller and Buyer have entered into a Purchase & Sale Agreement dated as of _____, 2024 (“*Purchase Agreement*”) pursuant to which Seller has agreed to sell and Buyer has agreed to purchase the property located at 1259 Mill Point Rd. James Island, South Carolina and the adjacent marsh along with an access easement to a public road (“*Premises*”); and

WHEREAS, Buyer has agreed to deposit the Earnest Money, as defined in Section 3.a. of the Purchase Agreement (“*Escrow Funds*”), in escrow pursuant to Section 3.a. of the Purchase Agreement in the amount of Thirty Six Thousand Two Hundred Eighty Four and 00/100 Dollars (\$36,284.00); and

WHEREAS, Seller and Buyer have requested that Escrow Agent hold and disburse the Escrow Funds in accordance with the terms and conditions set forth herein, and Escrow Agent has agreed to act as Escrow Agent upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby covenant, stipulate and agree as follows:

1. Defined Terms. Unless otherwise defined herein, the defined terms in the Purchase Agreement shall have the same meanings when used herein.
2. Escrow Agent. Escrow Agent is hereby authorized and directed to hold and deliver the Escrow Funds in accordance with the terms of this Agreement. Escrow Agent shall have no obligation to hold any Escrow Funds until such funds are delivered to Escrow Agent in accordance with the terms of this Agreement. Escrow Agent may act upon any instrument or other writing believed by Escrow Agent, in good faith, to be genuine and to be signed and presented by the proper person, and shall not be liable in connection with the performance of any duties imposed upon Escrow Agent hereunder except for Escrow Agent’s misconduct. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement. Upon disbursement of the Escrow Funds as set forth herein, Escrow Agent shall be released and discharged from all claims and obligations under this Agreement.
3. Escrow Account. Escrow Agent shall hold the Escrow Funds in a client funds trust account at ServisFirst Bank. Buyer and Seller acknowledge that no interest will be paid on Escrow Funds held in a client funds trust account. Buyer may request that Escrow Agent hold the Escrow Funds in one or more money market accounts maintained by ServisFirst Bank or another state or nationally licensed bank or banking association, as designated by Buyer. Any such account shall be established in the name of Escrow Agent as escrow agent for Buyer using Buyer’s federal tax identification number. Interest earned on the Escrow Funds shall be credited or disbursed in the same manner as the Escrow Funds. Buyer shall deliver to Escrow Agent simultaneously with any such request a properly completed IRS Form W-9 certifying Buyer’s federal taxpayer identification number for purposes of reporting interest on the Escrow Funds to

the relevant tax authorities. Escrow Agent shall close the account promptly following full disbursement of the Escrow Funds and any remaining interest earned on the Escrow Funds shall be paid to Buyer.

4. Disbursement.

a. The Escrow Funds shall be credited against the Purchase Price at Closing or disbursed as expressly provided in the Purchase Agreement.

b. Any request for disbursement of Escrow Funds shall be made by delivery of a written request to Escrow Agent and the other party, citing the basis for the request and accompanied by the documentation, if any, required pursuant to the Purchase Agreement. If the other party has not delivered written notice to Escrow Agent setting forth its objection to a request for disbursement of Escrow Funds, specifying in detail the basis for such objection, within five (5) business days following delivery of the request, Escrow Agent may disburse the Escrow Funds to the party requesting the disbursement. Any request for disbursement of Escrow Funds shall be submitted within ten (10) business days following termination of the Purchase Agreement.

c. If Escrow Agent receives notice of any objection to disbursement of the Escrow Funds or if Escrow Agent determines, in its sole and absolute discretion, that there is any ambiguity respecting the obligations of Escrow Agent with respect to the Escrow Funds, Escrow Agent may continue to hold the Escrow Funds until such time as Escrow Agent receives joint written instructions from the parties, or a final and non-appealable order of a court of competent jurisdiction, directing disbursement of the Escrow Funds.

5. Notices Respecting the Purchase Agreement. Escrow Agent shall not be bound by any modification, amendment, termination or rescission of the Purchase Agreement by Seller or Buyer unless and until Seller and Buyer shall have informed Escrow Agent of the modification, amendment, termination or rescission; and if any modification or amendment affects the duties of Escrow Agent, Escrow Agent shall not be bound by any such modification or amendment unless and until Escrow Agent shall have given Seller and Buyer written notice of Escrow Agent's consent to the modification or amendment.

6. Interpleader. If Escrow Agent is uncertain as to its rights or duties hereunder, or receives instruction from any party that, in Escrow Agent's opinion, is in conflict with any of the provisions of this Agreement, or if any dispute arises with respect to any of the Escrow Funds or the administration of the Escrow Funds, then in any such event, Escrow Agent may, at its option, elect to terminate its duties as Escrow Agent, and may deposit any Escrow Funds held hereunder into a court of competent jurisdiction and institute an action for interpleader, the costs and legal expenses thereof to be borne by the party so ordered by such court, and Escrow Agent shall thereafter be free from any further liability with respect to the Escrow Funds.

7. Indemnity of Escrow Agent. The parties acknowledge that Escrow Agent is acting as an escrow agent at their request and solely for their convenience. Escrow Agent shall not be deemed to be the agent of either party. Escrow Agent shall not be responsible or liable to any party hereto or any other person for any act or omission of any kind or nature except for Escrow Agent's misconduct. To the extent allowable by law, the parties agree to jointly and severally indemnify and hold Escrow Agent harmless from and against all liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) incurred in connection with any claim arising out of or in connection with the performance of Escrow Agent's duties pursuant to this Agreement, excluding only those liabilities, damages, costs and expenses arising out of the misconduct of Escrow Agent. This indemnity shall survive the expiration or termination of this Agreement.

8. Resignation. Escrow Agent may resign at any time upon delivery of at least ten (10) days prior written notice to Seller and Buyer. If a successor escrow agent is not appointed within such ten (10) day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

9. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and directed to a party at its address as set forth below. A party may designate a new address by written notice to the other parties. All notices shall be effective and deemed delivered: (i) three (3) days after mailing if sent postage prepaid by United States registered or certified mail, return receipt requested; or (ii) upon deposit with the carrier when sent via an overnight delivery or courier service providing written confirmation of delivery. Each party agrees that its attorney shall be authorized to deliver and receive notices on its behalf. Notice by other methods, such as by e-mail transmission, shall be valid only if receipt is acknowledged in writing by the receiving party.

If to Seller:

Mill Point, LLC
1362 Stone Post Rd.
Charleston, SC 29412
Attn: Rod Welch
Facsimile:
Email: pirate@sciway.net

With a copy by facsimile to:

Jacob S. Barker, Esq.
Graybill Lansche & Vinzani LLC
2721 Devine Street
Columbia, SC 29205
Facsimile: (803) 404-5701
Email: jrbarker@glvlawfirm.com

If to Buyer:

The Town of James Island
Attn: Mayor Brook Lyon
James Island, SC 29412
1122 Dills Bluff Rd.
James Island, SC 29412
Facsimile: (843) 795-4878
Email: blyon@jamesislandsc.us

With a copy by facsimile to:

W. Siau Barr, Jr.
Brian L. Quisenberry
Clement Rivers, LLP
25 Calhoun Street, Suite 400
Charleston, SC 29401
Facsimile: (843) 579-1307
sbarr@ycrlaw.com
bquisenberry@ycrlaw.com

If to Escrow Agent:

Clement Rivers, LLP
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
Attention: W. Siau Barr, Jr.
Facsimile: (843) 579-1394

10. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina, and the parties hereto specifically agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Agreement shall lie in Charleston County, South Carolina.

11. Attorneys' Fees. If any party shall bring an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original

jurisdiction, bankruptcy courts, or appellate courts, and in the enforcement or collection of an award or judgment.

12. Entire Agreement, No Waiver of Claims. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.

13. Interpretation. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this Agreement shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought. No waiver of any power, right or remedy arising hereunder shall be deemed to be a waiver of any such power, right or remedy upon the later occurrence or reoccurrence of events giving rise to such power, right or remedy. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors and assigns.

14. Representation of Buyer. The parties acknowledge that Escrow Agent is also representing Buyer in connection with the transactions contemplated by the Purchase Agreement, and agree that Escrow Agent shall not be disqualified from acting as Escrow Agent hereunder as a result of such representation. Escrow Agent shall not, however, be deemed to be the agent of either Seller or Buyer in the performance of its duties as Escrow Agent.

NOTICE: ESCROW AGENT SHALL NOT BE RESPONSIBLE FOR ANY PENALTIES IMPOSED BY ANY FINANCIAL INSTITUTION, OR ANY LOSS OF PRINCIPAL OR INTEREST OR ANY DELAY IN THE WITHDRAWAL OF ESCROW FUNDS OCCURRING AS A RESULT OF ANY INVESTMENT OF ESCROW FUNDS PERMITTED BY THIS AGREEMENT OR AUTHORIZED BY A PARTY PURSUANT TO THIS AGREEMENT OR THE PURCHASE AGREEMENT. NOR SHALL ESCROW AGENT BE LIABLE FOR ANY LOSS OR IMPAIRMENT OF ESCROW FUNDS WHILE THOSE FUNDS ARE IN THE COURSE OF COLLECTION OR WHILE THOSE FUNDS ARE ON DEPOSIT IN A FINANCIAL INSTITUTION IF SUCH A LOSS OR IMPAIRMENT RESULTS FROM THE FAILURE, INSOLVENCY OR SUSPENSION OF THE FINANCIAL INSTITUTION IN QUESTION. FUNDS HELD FOR A PARTY IN THIS ACCOUNT WILL BE COMBINED WITH FUNDS HELD BY OR FOR SUCH PARTY IN ANY OTHER ACCOUNT AT THE SAME FINANCIAL INSTITUTION FOR THE PURPOSE OF DETERMINING THE AMOUNT OF FUNDS COVERED BY FDIC INSURANCE.

IN WITNESS WHEREOF, the parties hereto have signed this Escrow Agreement, or caused this Escrow Agreement to be signed by a duly authorized officer, as of the day and year first above written.

SELLER

BUYER

By: Robert C. White, Jr.
_____, its owner

By: _____
_____, its _____

Clement Rivers, LLP

By: _____
W. Siau Barr, Jr., its Partner



HIGHLIGHTS

- Celebrated 1st Anniversary Sept. 2024
- Staffed by board-certified MDs and clinicians with special training in emergency medicine
- Services include:
 - Emergency care
 - Imaging
 - Labs



JAMES ISLAND
EMERGENCY
TRIDENT HEALTH



1st YEAR ON-SITE EVENTS

- Stop the Bleed Class
- Blood Drives
- Medication Take Back Event
- Hosted Sea Islands Chamber of Commerce



JAMES ISLAND
EMERGENCY
TRIDENT HEALTH



COMMUNITY

- Partnership with James Island Youth Soccer Club
- Exploring partnership opportunities in 2025 with local schools, businesses and non-profits
- Member of the Sea Islands Chamber of Commerce



JAMES ISLAND
EMERGENCY
TRIDENT HEALTH



UPCOMING

- Trident Health expansion plans include:
 - Mount Pleasant Emergency
 - Johns Island Emergency
 - Johns Island Hospital
 - Three additional freestanding ERs are planned
 - Nearly \$300M in capital investments currently dedicated to:
 - Expanding services at Trident Health's acute care hospitals
 - Expanding access to care in medically underserved communities





JAMES ISLAND
EMERGENCY
TRIDENT HEALTH

VOTE NO TAX

DON'T BE
FOOLED
AGAIN

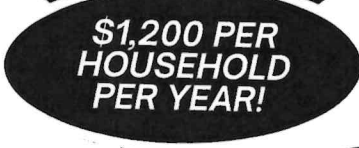


Charleston County has shown that they cannot be trusted with our money. Why would we tax ourselves again when we have not seen adequate results from the past two taxes?




\$5.4 BILLION FOR 25 YEARS


**VOTE
NO
TAX**



**\$1,200 PER
HOUSEHOLD
PER YEAR!**



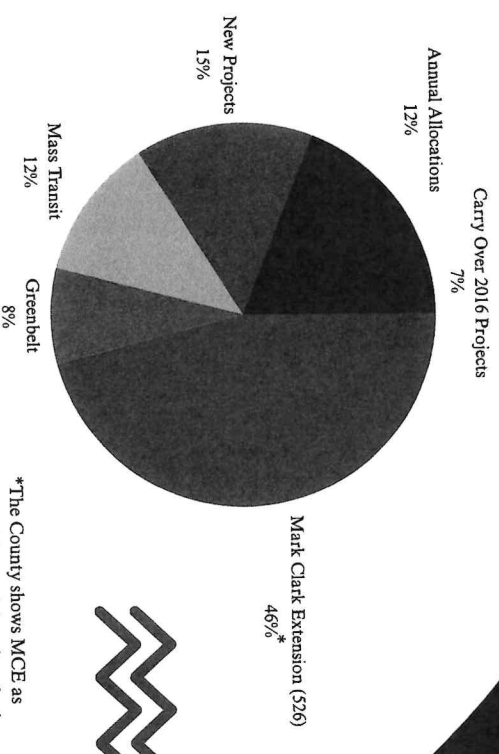
VOTE NO ON NOV 5



**REGISTER TO VOTE
BY OCT 4**

PAID FOR BY A BETTER CHARLESTON COUNTY

Where will your money go?



Why Vote No?

*The County shows MCE as 34% of the total, but they don't take into account financing and bonds. With those included, the cost escalates to \$2.475 billion.

- The County has not done what they said they would do in 2016 to relieve traffic congestion. We passed a sales tax that included 10 major road projects and mass transit. Only one road project has been completed in 8 years while we still sit in traffic!
- The Mark Clark Extension mega-project will consume almost half of the entire 2024 tax and lead to overdevelopment and more traffic.
- The new tax is being rushed unnecessarily. A tax approved in 2024 cannot go into effect until the 2004 tax expires, which would be 2027 at the earliest.
- The new tax reduces funding to the Charleston County Greenbelt Program and mass transit.
- Transportation projects are not listed on the ballot. The County is making promises just to get votes.

The Town of James Island held a Special Town Council meeting on Thursday, November 14, 2024 at 7:00 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live-streamed on the Town's website: www.jamesislandsc.us/livestream-townmeetings and was held in accordance with the SC Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Cynthia Mignano, and Mayor Brook Lyon, who presided. Absent: Councilman Darren "Troy" Mullinax, who gave notice. Also, Brian Quisenberry, Town Attorney, and Frances Simmons, Town Clerk.

Call to Order/Opening Exercises: Mayor Lyon called the Special Town Council meeting to order at 7:00 p.m. and welcomed everyone present. She led Council in prayer and followed with the Pledge of Allegiance.

Ordinance up for First Reading:

Ordinance #2024-11: An Ordinance Authorizing the Mortgage of Real Estate and Security Agreement and Promissory Note to Mill Point, LLC in the principal sum of Two Million Four Hundred Thousand and 00/100 (\$2,400,000) Dollars:

Mayor Lyon introduced Ordinance #2024-11 for First Reading of Council to Authorize the Mortgage of Real Estate and Security Agreement and Promissory Note to Mill Point, LLC in the principal sum of Two Million Four Hundred Thousand and 00/00 (\$2,400,000) Dollars. Mayor Lyon asked for a motion to approve and a second for discussion. Councilwoman Mignano moved, seconded by Councilman Dodson.

Mayor Lyon indicated the mortgage rate of 4% is a great rate and better than we could get with a bank or through bonds. This is owner financing and it is not likely we could get a better deal anywhere else. It will be wonderful to have this beautiful piece of property for our citizens to have a lovely park. Councilman Dodson asked if the Town, as a government entity, is required to pay property taxes and Mayor Lyon indicated it is her understanding that municipalities do not pay property taxes. No further discussion.

VOTE:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Mayor Lyon	Aye
Passed Unanimously	

Executive Session: Mayor Lyon announced that The Town Council may enter into an Executive Session in accordance with Code of Laws of South Carolina 30-4-70 (A) (2) regarding discussion of proposed contractual matters and the proposed purchase of the Mill Point property, TMS #428-010-0048, and TMS#427-03-00-028, and the receipt of legal advice regarding litigation matters, including KEBO v. Town of James Island & Charleston County, and KT Properties, LLC vs. Town of James Island. Upon returning to Open Session the Council may act on matters discussed in the Executive Session.

Mayor Lyon called for a motion to enter in an executive session. The motion to enter was made by Councilman Boles, seconded by Councilwoman Mignano. No discussion. Passed unanimously. Council entered at 7:05 p.m.

Return from Executive Session: Mayor Lyon called for a motion to return to open session at 7:27 p.m. The motion was made by Councilman Boles, seconded by Councilwoman Mignano and passed unanimously. Mayor Lyon stated for the record that no votes were taken by Council during the Executive Session.

Councilman Dodson moved to approve the settlement proposal as presented in Executive Session regarding Kebo, LLC vs. the Town of James Island and Charleston County, and to authorize the Mayor to take all necessary steps to finalize the settlement. The motion was seconded by Councilman Boles.

VOTE:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Mayor Lyon	Aye
Passed Unanimously	

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:29 p.m.

Respectfully submitted;

Frances Simmons
Town Clerk



Monthly Finance & Budget Report **October 2024**

This monthly financial summary report is for the period ending October 31, 2024. This represents 4 months into FY25 and 33% of the total budget for this fiscal year. Although some departments are over budget, most are under budget and expected to even out through the remainder of the fiscal year.

Highlighted items within the associated monthly table:

Administration

- Salaries/Benefits – 3 paychecks within the month
- Legal/Professional – higher due to pending lawsuits and real estate matters
- Employee Wellness & Training – annual expenses for Employee Assistance Program

Public Works

- Projects – AmeriCorp housing expenses.
- Tree Maintenance & Care – after learning more information, most of these expenses should be reallocated to other areas, update will be reflected in November report

Capital Projects

- Capital Expenses/Park Acquisitions – earnest money deposit

Budget

- Combining Planning & Business License (previously referred to as Building Services) for reporting going forward, no changes to budgeted amounts will simply be combined.

Additional details can be provided upon request.

Becky Heath
Finance Director
Report date: 11/15/2024

www.JamesIslandSC.us

Fiscal Year 2025 - October 2024

% FY Complete 33%

[illegible]

ADMINISTRATION

ELECTED OFFICIALS

[illegible]

GENERAL OPERATIONS

PLANNING

BUSINESS LICENSE

[illegible]

PUBLIC WORKS

CODES & SAFETY

ISLAND SHERIFF'S PATROL

ISP Dedicated Officer Annual Expense						-	\$	86,254
ISP Programs & Supplies	119	135	41	162		456	\$	46,575
ISP Salaries	20,666	21,512	22,848	40,510		105,536	\$	270,967
Benefits, Taxes & Fees-ISP	5,971	6,215	6,601	11,703		30,490	\$	78,282
						136,482	\$	482,078
					% of Budget			28%

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		

PARKS & RECREATION

Dock Street Park Maintenance													-	1,000
Pinckney Park Maintenance														1,000
Park Maintenance	141	12,603	1,514	556									14,814	18,000
Special Events	52												52	2,000
Youth Sports Program													-	12,000
	193	12,603	1,514	556	-	-	-	-	-	-	-	Total	14,866	34,000
												% of Budget		44%

FACILITIES & EQUIPMENT

Utilities	3,776	3,695	2,584	2,843									12,898	27,000
Security Monitoring	458	76	76	316									927	1,500
Janitorial	3,549		4,850	2,300									10,699	15,000
Equipment / Furniture	4,637	1,888	2,379	77									8,982	4,000
Facilities Maintenance	3,557	18,880	2,944	956									26,337	31,000
Vehicle & Equipment Maintenance	1,713	433	3,148	1,241									6,535	12,000
Generator Maintenance													-	2,000
Street Lights	12,675	12,321	13,322	13,940									52,259	145,000
	30,366	37,292	29,304	21,673	-	-	-	-	-	-	-	-	118,636	237,500
												% of Budget		50%

COMMUNITY SERVICES

Repair Care Program													-	40,000
Drainage Council													-	500
History Council													-	5,000
History Council_Grant - Audio Driving Tour			9,550	605									10,155	12,000
Neighborhood Council				76									76	2,800
Business Development Council													-	500
James Island Pride			74	71									145	5,000
Helping Hands		27	101	85									213	1,500
Tree Council													-	5,000
Community Tutoring Programs		1,814											1,814	12,000
Community Service Contributions													-	50,000
	-	1,841	9,725	837	-	-	-	-	-	-	-	-	12,403	134,300
												% of Budget		9%

CAPITAL PROJECTS																	
INFRASTRUCTURE															-		
Regatta Road Sidewalk															-	125,000	
Honey Hill Road Paving																58,800	
Nabors Phase I															-	235,000	
Traffic Calming Projects	132			131			41								304	30,000	
Septic Tank Testing															-	10,000	
RIA Sewer Project (Connections)																1,500,000	
James Island Creek Septic and Sewer Projects															-	444,000	
Total Infrastructure		0		131			41	0	0	0	0	0	0	66	0	304	2,402,800
OTHER CAPITAL EXPENSES																	
Audio Visual Upgrades															-	1,000	
Public Works Equipment							8,526								8,526	1,000	
Vehicle Purchase				47,399											47,399	50,000	
Dock Street Park Improvements															-	130,000	
Pinckney Park Improvements															-	10,000	
Park Acquisitions							36,284								36,284	370,000	
Total Other Capital Projects	0	0		47,399			44,810	0	0	0	0	0	0	0	0	92,209	562,000
DRAINAGE PROJECTS - ARPA FUNDED																	
Greenhill/Honey Hill Drainage Phase I-II							7,088								7,088		
Oceanview Stonepost Drainage Basin -I-II				6405											6,405		
Drainage Improvement Projects		11,930													11,930	25,000	
James Island Creek Basin Drainage Improvements															-	15,000	
Woodhaven Drainage Improvements							235181								235,181		
Quail Run Drainage Improvements							23,560								23,560	5,000	
Total Drainage Projects	0	11,930		6,405			265,828	0	0	0	0	0	0	0	-	284,163	45,000
		11,930		53,935			310,679	0	0	0	0	0	66	0	376,610	376,676	3,009,800
															% of Budget		13%

[illegible]

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
		July	August	September	October	November	December	January	February	March	April	May	June		
PROJECTS															
	Camp/Folly Bus Shelter													-	25,000
	Rethink Folly Road Phase 1													-	400,000
	Camp and Folly Signage													-	35,000
	Folly Road Beautification													-	5,000
	Pinckney Park													-	12,500
	James Island Arts & Cultural Center			18,766										18,766	150,000
	Historic Ft. Johnson-MUSC NOA													-	
	Holiday Decorations													-	2,000
	Park Projects	141	3,760											3,901	20,000
	ISP Dedicated Officer Initial Expense														
	Folly Road Multi Use Path Wilton-Ft. Johnson													-	42,000
	Other Tourism-Related Projects													-	50,000
	Total Projects	141	3,760	18,766	-	-	-	-	-	-	-	-	-	22,667	741,500
		15,583	23,020	34,438	6,664	-	-	-	-	-				HT Total	79,705
													% of Budget		7%

1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
July	August	September	October	November	December	January	February	March	April	May	June		

ACCOMMODATIONS TAX FUND

Accommodation Tax Revenue - County	1,774											1,774	
Accommodation Tax Revenue - State	26,170.65											26,171	
												27,944	
Transfer out to General Fund												-	
Advertising and Promotions												0	
Tourism Related Expenditures												0	
Total													

TREE MITIGATION FUND

Tree Mitigation revenue	2,175												500
Tree Mitigation expense												-	1,200
	-	2,175	-	-	-	-	-	-	-	-	-	-	
Total													

JIPSD Cost Share Agreement

JIPSD Tax Relief	453,332											453,332	1,360,000
Auditor Expense												-	1,000
												Total	453,332
												% of Budget	33%

AMERICAN RESCUE PLAN

Beginning Balance 7/1/2024	501,874.54	501,874.54	489,944.54	483,539.54	217,711.11	217,711.11							
Funds must be obligated by end of 2024		11,930.00	6,405.00	265,828.43	-	-							284,163.43
	501,874.54	489,944.54	483,539.54	217,711.11	217,711.11	217,711.11	-	-	-	-	-		

Public Works Report for Town Council Meeting November 21, 2024

Oceanview Project: Landscape Pavers Contractor

- The change order work is moving along very well
- The project should be complete on schedule

CECIL CIRCLE PROJECT:

- Engineering drawings are complete, so we are moving ahead with the Cicil Circle project to replace the broken pipe and create an outfall in the existing drainage ditch.
- Currently are working with Hunter Quinn Contractors to gain an easement on one of their lots to help with the construction.

General Information:

- Melissa and I are continuing to answer citizen calls and requests
- Still trying to coordinate with DOT to get Mikell Drive dried up and flowing at the “Lake” in front of the school
- The new home for Helping Hands is here and ready for use
- Currently working Lynwood neighborhood plan with our AmeriCorps crew
- We are working with Wendy Shelton on trying to procure funding for some of the projects we would like to accomplish through some grants that may be available to us.
- We are working with Phillip Sexton and DOT to figure out what is going on at Folly and Fort Johnson



Charleston County Public Works Task Estimate

BASIC INFORMATION

Est Start Date: Request ID: 16624
Requesting Agency : Town of James Island Task ID: 197915
Contact : Melissa Flick Phone : (843) 795-4141
Details : 1461 Kentwood Cir - Excavate around the drainage box, seal the outside with flowable fill, backfill, and compact fill dirt, and seal the inside of drainage box with hydraulic cement. Cut and remove asphalt from around the drainage box, add a riser, seal, and cement to the box, backfill, and compact base material, and lay down asphalt.

Total Labor Cost \$5,968.96
Total Equipment Cost \$2,058.92

Material

ID	Description	Usage	Material Cost
		Total Material Cost	\$0.00

Other

Date	Short Description	Purchase Order	Vendor	Cost
6/3/2024	Mortar		Palmetto Masonry	\$60.00
6/3/2024	Brick		Palmetto Masonry	\$85.00
6/4/2024	Macadam Base		Vulcan Material Company	\$100.00
6/3/2024	Flowable fill		Port City Concrete	\$1,200.00
6/3/2024	2' concrete pump		Port City Concrete	\$850.00
6/3/2024	Sand		Palmetto Masonry	\$20.00
6/3/2024	Fill dirt		Kinsey Pit	\$200.00
6/3/2024	Hydraulic Cement		Palmetto Masonry	\$175.00
6/4/2024	Block 8x8x16		Palmetto Masonry	\$200.00
6/4/2024	Tack Binder		Sanders Bros.	\$100.00
6/3/2024	Confined space entry equipment		Sunbelt Rental	\$300.00
6/4/2024	Asphalt		Sanders Bros.	\$200.00

Total Other \$3,490.00

Sub Total \$11,517.88
10% Contingency \$1,151.79
Grand Total Estimate \$12,669.67

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF CHARLESTON)	AGREEMENT
)	
TOWN OF JAMES ISLAND)	

- 1) CBHBC Corp, LLC d/b/a DataMax Corporation ("DataMax") is a North Carolina Limited Liability Company which will be authorized to do business in South Carolina prior to undertaking any work for the Town of James Island (CLIENT).
- 2) DataMax will research and identify businesses currently not paying business license fees to CLIENT. Further, DataMax will contact such businesses which it identifies and work with them to submit a business license application and pay all applicable fees and penalties.
- 3) CLIENT will pay DataMax **50%** of such business license fees and penalties collected by the efforts of DataMax. Any additional business license fees and penalties paid by the same business during the next twenty-four (24) month period will also be subject to this agreement and DataMax will receive **50%** of such fees and penalties paid by such business during that time.
- 4) This Letter of Agreement may be terminated by either party upon sixty (60) days written notice; however, CLIENT's obligation to pay DataMax for recommendations made prior to the date of termination will survive as provided in this Letter of Agreement notwithstanding such termination.
- 5) DataMax will supply a list to CLIENT at monthly to identify such businesses which DataMax expects to complete applications and pay license fees and penalties.
- 6) CLIENT will reconcile such list with applications and fees received and pay to DataMax such share of the fees and penalties within 30 days thereafter.
- 7) The calculation of such business license fees, which may apply, will be determined by CLIENT based on such applications received through the efforts of DataMax.
- 8) DataMax will comply with all rules, regulations and ordinances applicable, and will maintain all information in strict confidence.
- 9) DataMax is not entitled to any business license fees collected by CLIENT from its normal and routine business license efforts.
- 10) Each party agrees to maintain in strict confidence all information received concerning revenues, expenses and methods of doing business. Furthermore, DataMax acts as a consultant only and does not receive any commissions or remuneration of any kind from any vendors or service providers.
- 11) DataMax may engage subcontractors to assist with this project.
- 12) DataMax is an independent contractor.




Assumed business name of CBHBC Corp, LLC

The person(s) signing below are authorized to do so on behalf of their respective organizations. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

This Agreement is entered into effective as of the 15 day of April, 2020.

CLIENT: Town of James Island, SC

CBHBC Corp, LLC d/b/a DataMax Corporation

By: 

By: Bobby Monroe

Printed Name: Ashley Kellahan

Printed Name: Bobby Monroe

Title: Town Administrator

Title: Vice President of Sales

Address: PO BOX 12240

Address: 711 Coliseum Plaza Ct

City, St, Zip: charleston sc 29422

City, St, Zip: Winston-Salem, NC 27106

Phone #: 843-795-4141

Phone #: 336.413.6955

Email: akellahan@jamesislandsc.us

Email: bobby.monroe@datamax.com

2024-2025 COMMUNITY ASSISTANCE GRANTS REQUESTS

Amount Budgeted: \$50,000

Organizations Requesting Assistance	Completed Application	Description of Request	Amount Requested
Jl Band Backers Assn. David Tinoco	x	Youth Development through music	\$5,000
Race for Achievement, Dominiique Gray	x	Youth empowerment/education in underserved communities	\$2,000
Pet Helpers, Chasity Taylor	X	Animal shelter/rehabilitation /adoption/humane education programs	\$5,000
Alpha Tent, Cynthia Smalls	x	Fraternity organization of christian women helping widows and homeless	\$2,000
Friends of Colonial Fort Johnson, Fred Whittle	x	Cultural and historic preservation on the island	\$500.00
Charleston County Parks Foundation, Matt Rosebrock	x	Sponsorship of 2025 Evening at McLeod fundraiser	\$2,000
True Vine Tabernacle Church, Helen Doiley	x	Food Pantry	\$2,000
James Island Outreach, Donna Norvelle	x	Food Pantry, emergency & financial needs of community	\$5,000
James Island Exchange, Scott Graule	x	Local community service	\$2,000
Camp Road Middle School, Janese Reed	x	Math and Science Competitions	\$500/1,000
Lowcountry Community Chaplaincy, Rob Dewey	x	Ministry and support to individuals	\$1,500
Assn. of Blind/Visually Impaired, Anne Reid	x	Support and education to blind and visually impaired persons	\$2,000
Seashore Farmers Lodge #767, Bill Wilder	x	Assist with security system to protect histsoric assets in the building	\$2,500
Waves 4 Women, Sarah Butler	x	Social, emotional, mental and physical needs for women/girls	\$2,000
Backpack Buddies, Allison Hubbard	x	Food/assistance to local schools	\$2,000/\$5,000
Jl Lil Trojans, Shemika Champion	x	Youth Athletic Program	\$2,000
Liberty Hill Redevelopment Group	x	Home Repair for low income recipients	\$2,000
James Island HS Athletic Booster Club, Lisa Webb			\$2,000
			45,500

*Full Applications Provided Upon Request

Proposal Number: 12053
 Project: Town of James Island - SC
 Date: 9/19/2024 Expires: 60 days



PROJECT PROPOSAL: Town of James Island - SC

Customer: Town of James Island
Street: 1122 Dills Bluff Road
City: Charleston
State: SC
Zip: 29412
Country: USA

Ship to Company: Town of James Island
Ship to Street: 1122 Dills Bluff Road
Ship to City: Charleston
Ship to State: SC
Ship to Zip: 29412
Country: USA

OUR PROVEN PROCESS



OUR GUIDING PRINCIPLES

Customer Experience – We deliver an outstanding customer experience on every project.

Customization – We solve security problems and provide innovative, customized solutions.

Speed – We deliver bulletproof barrier systems in as little as four weeks using state of the art equipment and highly-trained craftsmen.

Paul Batista
 Commercial, Corporate and Retail Market
 P: 517 219 4762
 E: pbatista@tssbulletproof.com

Chad Mobley
 Sales Manager
 P: 517-223-7807 Ext. 294
 E: cmobley@tssbulletproof.com

Proposal Number: 12053
 Project: Town of James Island - SC
 Date: 9/19/2024 Expires: 60 days



SUMMARY: SCOPE OF WORK

During our initial conversations, we have determined that the main objectives of this project are:

Ballistic Baffle Transaction Window

Furnish & Install UL752 Tested and rated Level 3 - Layered Polycarbonate (LP1250BR) 1-1/4" fabricated into a BL1.75 clear anodized level 3 two piece channel and u-channel

Unit Size: Total Opening 121-1/2" x 65-1/2"

Features: (1) Counter mounted deal tray 16" x 10" x 2"

Ballistic Opaque Fiberglass Unfinished Level 3 1/2" to cover the knee space behind the transaction window under the desk. Total 60 Sqf of coverage

Ballistic Door and Side Lite

Furnish & Install UL752 Tested and rated Level 3 - Aluminum Narrow Stile Full Vision Door with Glass Clad Polycarbonate 1-1/4" Low Spall (003 1-1/4" L/S) and a BL1.75 white powder coated frame to match existing storefront level 3 - The system will extend up to 9' and will be place in the opening in front of current door and side lite. Protecting the front desk entrance door and meeting room

Unit Size: Total opening 70-3/4" x 108" (ceiling is 113")

Door Details: (1) 3/0 x 8/0 with a 35" x 96" side lite and 70-3/4" x 12" transom

Includes Standard Hardware and *prepped for access control by others*

Qualifications and Exclusions:

- 1.) The prices do not include any applicable tax
- 2.) Prices include crate and freight
- 3.) TSS will field measure, deliver and install the above system. The wood finish and trim on reception window will not be done by TSS and wall portion that will include the fiberglass will not be finish by TSS.
- 4.) Project Management and logistics
- 5.) Terms: 50% down / 50% prior to installing

xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Total Due does NOT include Sales Tax, if applicable.

Note: This Quote Shall Remain In Effect for (60) Days, Total Security Solutions Reserves The Right To Review and Update All Pricing Associated with this Quote to Reflect Current Market Conditions Prior To NTP, LOI, and Total Security Solutions Fabrication Process.

Proposal Number: 12053
Project: Town of James Island - SC
Date: 9/19/2024 Expires: 60 days



PROPOSAL SUMMARY

Acknowledgment of acceptance on Customer Acceptance Form means that prices, specification and conditions listed are satisfactory and hereby accepted. Options and alternatives accepted or declined will be added or removed from scope as indicated. Payment terms are fixed as provided in the quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the proposal, or any other document included with the agreement. This quote shall remain in effect for 60 days from date created. Customer is responsible for payment of state taxes.

Subtotal: \$34,340.00

Tax:

Total Due: \$34,340.00

Payment Terms: 50% Down/Bal. Due Prior to Install

QUALIFICATIONS AND EXCLUSIONS

- Structural calculations not included.
- Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
- Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
- Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
- Warranty is from 1-year of ship date or installation (if noted). For all orders where TSS furnishes material only, warranty covers cost of replacement material only.
- 30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
- Total Security Solutions will not pay for liquidated damages for failure to meet customer's delivery or construction schedules.
- In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions' proposal document serves as the defining document.
- Paint, anodized & veneers finishes not included in the above scope are subject to price review and/or change order.

Proposal Number: 12053
 Project: Town of James Island - SC
 Date: 9/19/2024 Expires: 60 days



CUSTOMER ACCEPTANCE FORM

Signature of purchaser below represents Purchaser personally (a) has read, understands, and agrees with the terms herein, (b) is holding him or herself out to be authorized to bind his or her company or organization to the terms herein, (c) and that his or her company or organization is of sound financial standing so has to accommodate specifically the payment terms herein expressed.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

Material Need by Date: _____ *** SUBJECT TO TSS APPROVAL**

Contact Phone: _____

Contact Email: _____

Purchase Order Number: _____

SUM: \$34,340.00 *** DOES NOT INCLUDE SALES TAX UNLESS SPECIFIED**

Tax Exempt: Yes / No **(if yes, attach copy of Tax Exempt Certificate)**

Payment Terms: 50% Down/Bal. Due Prior to Install

AP Name: _____

AP Phone: _____

AP Email: _____

Bill to Name: Town of James Island _____

Bill to Address: 1122 Dills Bluff Road _____

Bill to City: Charleston _____

Bill to State: SC _____

Bill to Zip: 29412 _____

Bill to Country: USA _____

Proposal Number: 12053
 Project: Town of James Island - SC
 Date: 9/19/2024 Expires: 60 days



SALES TERMS AND CONDITIONS

Terms contrary or inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

1. **PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
2. **ORDERS:** Orders, Contracts are considered FINAL upon receipt of a signed proposal, or full payment.
3. **CANCELLATIONS:** Any Order canceled after receipt of a deposit and no work has been performed will be subject to a \$500.00 administrative fee. For all other Orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all special-order material.
4. **PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc. proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection.
5. **CREDIT CARDS:** We accept Visa, MasterCard, Discover and American Express. A convenience fee of 4% is applied to credit card payments and is due at time of payment.
6. **CHECKS:** Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$35.00 and payment must be made via wire transfer or cashier's check within 7 seven days or be placed in collection.
7. **QUOTATIONS:** All quotes are valid for 60 days from date of quotation unless otherwise stated. TSS reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, Broker or Banking Fees.
8. **INTERNATIONAL ORDERS:** TSS will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your Order, and, we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
9. **TAXES:** Taxes are additional. TSS collects taxes on orders from customers in AL, AZ, CA, CT, FL, GA, IL, IN, MD, MI, MN, MS, NC, ND, NE, NJ, NV, NY, OK, PA, SC, TN, TX, VA, WA and WV. If you are tax exempt in these states please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties and interest.
10. **SHIPPING:** All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. TSS does our best to get you the best Freight Rate available and ship to the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, re-consignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.
11. **SHIPPING CLAIMS:** The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the Bill of Lading at the time of delivery. If goods are damaged pictures must be taken of all damaged material, including crate and sent to TSS. TSS should be contacted immediately. TSS assumes no responsibility for delays in shipping. Claims for inaccurate order filing or concealed damage must be made in writing within 5 days of material receipt.
12. **SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancellable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
13. **RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. Important – Items shipped without an RMA number will not be considered for credit.
14. **CLEANING:** The customer is responsible to clean glazing products with the correct cleansers. It is the customers' responsibility to review and understand the cleaning directions completely prior to first unsupervised cleaning. It is the customer's responsibility to share the cleaning information with the correct channels to mitigate any damages. The customers will utilize the provided cleaning materials from TSS, and/or approved alternates from cleaning directions ONLY.
15. **MANUFACTURERS WARRANTY:** TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, liquidated damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Proposal Number: 12053
Project: Town of James Island - SC
Date: 9/19/2024 Expires: 60 days





1501 Saint Andrews Road
Columbia, SC 29210
(803) 714-9680 F (803) 714-9725
michael@palmettostateglass.com

Proposal

TO: Deputy King

PROJECT: James Island Town Hall

LOCATION: 1122 Dills Bluff Rd. Charleston SC.

FOR THE SUM OF: \$51,320.00 (Fifty-one thousand three hundred and twenty dollars)

WE PROPOSE TO FURNISH & INSTALL MATERIALS AS DESCRIBED BELOW:

- **Ballistic panels for wall**
 - Quantity (2) 4'-11 1/2"w x 2'-8"h 1 1/4" thick "Black" Plastic Laminated Level-3 fiberglass lined opaque panels
- **Reception desk**
 - Quantity (1) 9'-9 1/2"w x 5'-2 3/4"h BULLETBLOCK 44-250 "clear" or "dark bronze" anodized aluminum three lite frame glazed with 1 1/4" thick bullet/abrasion resistant SP 1.25 Polycast acrylic (UL rated level 3 ballistic protection). Includes (1) No. 6D stainless steel level 3 speak-thru, (1) 16" x 10" x 2" stainless steel counter mount deal tray
- **Door**
 - Quantity (1) 5'-10 1/2"w x 8'-1"h BulletBlock 44-450 "clear" or "dark bronze" anodized aluminum frame divided into one side lite and quantity (1) 36" x 94 1/2" 44-350 full vision 5" wide stile aluminum door. Door hardware includes: Select SL-11HD continuous aluminum hinge and prep for balance of compatible hardware by "others". Door and sidelite to be glazed with 1" CLEAR ARMOR-GARD BALULN25 BR LAM - U.L. TESTED LEVEL-3 .44 MAGNUM - 3 SHOTS - NO SPALL glass clad polycarbonate with edge seal. Door handle style TBD
- **Perimeter sealant silicone**
 - 1 Exterior bead
 - 1 Interior bead

Fasteners and caulking included

Exclude any electric and access control door hardware

Excludes any materials not specifically listed in this proposal, protection of materials after installation and cleaning of glass and aluminum. Workspace must be cleared prior to beginning work. We are not responsible for moving any fixtures or damages incurred to fixtures not cleared from work area. All work to be performed during regular business hours. Price protected for 15 days.

Payment Terms: 50% deposit 50% upon date of completion

Payment Terms: 30 days upon date of completion

Payment with credit card is acceptable for an additional 4% fee.

Acceptance of these goods and services constitutes your good agreement to pay 1% per month interest on any unpaid balance, and if this account is placed in the hands of an attorney for collection, you will be responsible for attorney fees and costs related thereto.

Palmetto State Glass, Inc.

Michael Purves

By: Michael Purves

Date: 7-26-2024

Unable to proceed with job until signed proposal or purchase order is received
****Please Send Contracts and Purchase Orders to service@palmettostateglass.com****

The undersigned accepts this proposal and agrees that this writing shall be a binding contract between the parties. With my signature, I agree to the above payment terms.

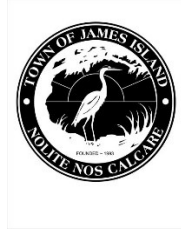
COMPANY: _____

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

Proclamation
Recognizing the Town of James Island Community Arbor Day
Observance and Celebration



WHEREAS, in 1871, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, the planting of trees is a vital step in developing civic pride and a sense of community; and trees provide an abundance of environmental and aesthetic advantages to citizens and wildlife, wherever they are found, and

WHEREAS, James Island residents have shown an interest in the preservation and protection of trees as part of environmental and beautification efforts on James Island, and

WHEREAS, an important part of James Island's culture, history and identity is directly related to trees, and

WHEREAS, the Town of James Island has the goal of collaborating with community groups and schools in the educating of the public relating to trees, the planting of trees and the care of trees on James Island, and

WHEREAS, the State of South Carolina has designated the first Friday in December as the State Arbor Day.

THEREFORE, BE IT RESOLVED that the Mayor and the members of the Town of James Island Council will recognize December 6, 2024 as a Community Celebration and Observance of South Carolina Arbor Day.

FURTHER, BE IT RESOLVED that on the First Friday of December 2024, the Town of James Island will plant trees and engage with the community and our youths to promote the planting of trees, and that the Town of James Island hereby designates Friday, December 6, 2024 as Arbor Day, and urges all citizens to plant trees and to support our Town's efforts for tree preservation.

Signed and Sealed this the 21st day of November 2024

Brook Lyon, Mayor

ATTEST

Frances Simmons, Town Clerk

ORDINANCE 2024-12

AN ORDINANCE REZONING REAL PROPERTY LOCATED AT 1129 HILLMAN STREET (TMS# 428-03-00-062) AND 0 DILLS BLUFF ROAD (TMS# 428-03-00-049) FROM THE LOW-DENSITY SUBURBAN RESIDENTIAL (RSL) ZONING DISTRICT TO THE RESIDENTIAL OFFICE (OR) ZONING DISTRICT (EXHIBIT A).

WHEREAS, properties located at 1129 Hillman Street, identified as Tax Map Number 428-03-00-062, and 0 Dills Bluff Road, identified as Tax Map Number 428-03-00-049 and referenced on the attached exhibit are currently zoned as Low-Density Suburban Residential (RSL) Zoning District; and

WHEREAS, the applicant requests these parcels be zoned to the Residential Office (OR) Zoning District for government offices; and

WHEREAS, the applicant has submitted a complete application for Zoning Map Amendment (rezoning) pursuant to Section 153.043 of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR); and

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed Zoning Map Amendment and adopted a resolution, by majority vote of the entire membership, and recommended that the Town of James Island Council (Town Council) approve the proposed Zoning Map Amendment based on the Approval Criteria of Section 153.043 F of the ZLDR; and

WHEREAS, upon receipt of the recommendation of the Planning Commission, Town Council held at least one public hearing and after close of the public hearing, Town Council approved the proposed Zoning Map Amendment based on the Approval Criteria of Section 153.043 F of the ZLDR; and

WHEREAS, Town Council has determined the Zoning Map Amendment meets the following criteria;

- A. The proposed amendment is consistent with the Comprehensive Plan and the stated purposes of the Ordinance;
- B. The proposed amendment will allow development that is compatible with existing uses and zoning of nearby property;
- C. The Town and other service providers will be able to provide adequate water and sewer supply, storm water facilities, waste disposal and other public facilities and services to the subject property, while maintaining adequate levels of service to existing development;
- D. The applicant provides documentation that the proposed amendment will not result in significant adverse impacts on other property in the vicinity of the subject tracts or on the environment, including air, water, noise, storm water management, traffic congestion, wildlife and natural resources; and
- E. The subject properties are suitable for the proposed zoning classification considering such things as parcel size, parcel configuration, road access and the presence of natural resources and amenities.

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION II. REZONING OF PROPERTY

- A. Town of James Island Council rezones the properties located at 1129 Hillman St, identified as Tax Map Number 428-03-00-062 and 0 Dills Bluff Road, identified as Tax Map Number 428-03-00-049, and referenced on the attached "Exhibit A", from the Low-Density Suburban Residential (RSL) Zoning District to the Residential Office (OR) Zoning District; and
- B. Any and all development of the subject parcel must comply with the ZLDR and any and all other applicable ordinances, rules, regulations, and laws; and
- C. The Zoning Map of Tax Map Numbers 428-03-00-062 and 428-03-00-049 referenced on the attached "Exhibit A", are amended to Residential Office (OR) in accordance with Section 153.043 H of the ZLDR.

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 upon approval of Town Council following second reading.

ADOPTED AND APPROVED in meeting duly assembled this 19th day of December 2024.

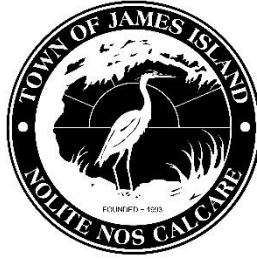
TOWN OF JAMES ISLAND COUNCIL

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

ATTEST:

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

First Reading: November 21, 2024
Public Hearing: December 19, 2024
Second Reading: December 19, 2024



**ZONING/PLANNING
DEPARTMENT**

Zoning Map Amendment

PC: November 14, 2024

Case Summary: ZOR-10-24-016

Request to rezone from the Low-Density Suburban Residential (RSL) Zoning District to the Residential Office (OR) Zoning District

FIRST READING: NOVEMBER 21, 2024

SECOND READING: DECEMBER 19, 2024

History and Overview:

The subject properties are located adjacent to the Town of James Island Town Hall off Dills Bluff Road, and in between Fort Johnson Road and Camp Road. The properties have no structures located on them. The parcels included in the current Zoning Map Amendment Requests have a combined acreage of 0.99 acres (0.51 + 0.48) and both parcels are in the RSL Zoning District. The parcels are considered legal conforming lots.

The applicant, The Town of James Island, is seeking to rezone from the RSL Zoning District to the Residential Office (OR) Zoning District to potentially enable the use of the properties as government office space as an accessory use while maintaining the residential character, which is allowed with an OR zoning designation according to Use Table 153.110. The Town of James Island is the current owner of both parcels.

Adjacent Zoning:

Surrounding properties on the south and east sides of the subject properties are in the residential zoned in the Town of James Island. Property to the north is zoned OR in the Town and is the location of Town Hall. To the west is residential property in the City of Charleston.

Approval Criteria:

According to Section §153.043 of the *Zoning and Land Development Regulations Ordinance (ZLDR)*, applications for Zoning Map Amendment (Re-zoning) may be approved only if Town Council determines that the following criteria are met:

- 1. The proposed amendment is consistent with the *Comprehensive Plan* and the stated purposes of this Ordinance;**

Staff's response: The proposed zoning map amendment is consistent with the intent of the Comprehensive Plan, Priority Investment Element Strategies, which states, "*Continue to coordinate with adjacent jurisdictions*

and agencies to balance adequate public facilities/services and protection of the Town's suburban residential character as well as its natural, cultural, and historic resources". The Land Use Element Goal states, "The Town of James Island will encourage the orderly and environmentally sound development of the land with special consideration to maintaining the suburban character and natural ecosystems of the area." by "implementing sustainable and flexible development guidelines and integrate development with growth to maintain the suburban character of the Town". Additionally, The Community Facilities Element of the Comprehensive Plan states that one of the Town's strategies is to "begin planning stages for expansion of additional offices into Town Hall".

2. The proposed amendment will allow development that is compatible with existing uses and zoning of nearby property;

Staff's response: Nearby properties range from OR zoning and uses to residential, with the immediate adjacent properties being mixed between these two zoning classifications as well. If approved, the subject properties will be combined to create a use that is compatible and similar to the adjacent Town of James Island Town Hall. Therefore, the proposed amendment may be compatible with existing uses and zoning of nearby properties.

3. The Town and other service providers will be able to provide adequate water and sewer supply, storm water facilities, waste disposal and other public facilities and services to the subject property, while maintaining adequate levels of service to existing development;

Staff's response: One of the subject properties has previously been serviced by public facilities. The Town and other service providers will be able to provide and continue facilities and services while maintaining adequate levels of service to existing development.

4. The applicant provides documentation that the proposed amendment will not result in significant adverse impacts on other property in the vicinity of the subject tract or on the environment, including air, water, noise, storm water management, traffic congestion, wildlife and natural resources; and

Staff's response: The applicant will be required to complete Site Plan Review for any development that occurs on the site, which will include planting additional landscaping to buffer neighboring properties, complying with the Town's Supplemental Stormwater Standards, and complying with tree preservation requirements. In addition, the Town intends to preserve and protect the existing natural resources on the properties to the highest extent possible.

5. The subject property is suitable for proposed zoning classification considering such things as parcel size, parcel configuration, road access and the presence of resources and amenities.

Staff's response: The subject properties are legal conforming lots in their current zoning designation of RSL. The subject properties also meet the minimum standards for the OR zoning designation including parcel size and

parcel configuration and will also meet all standards once combined. There is currently direct access from Dills Bluff Road. The intent is to place any buildings, gardens, and/or structures associated with the use amongst the existing natural landscape.

Planning Commission Meeting: November 14, 2024

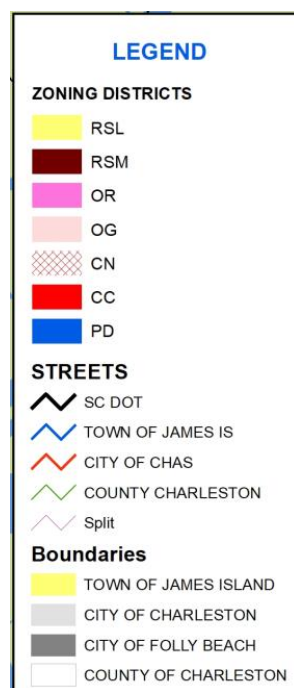
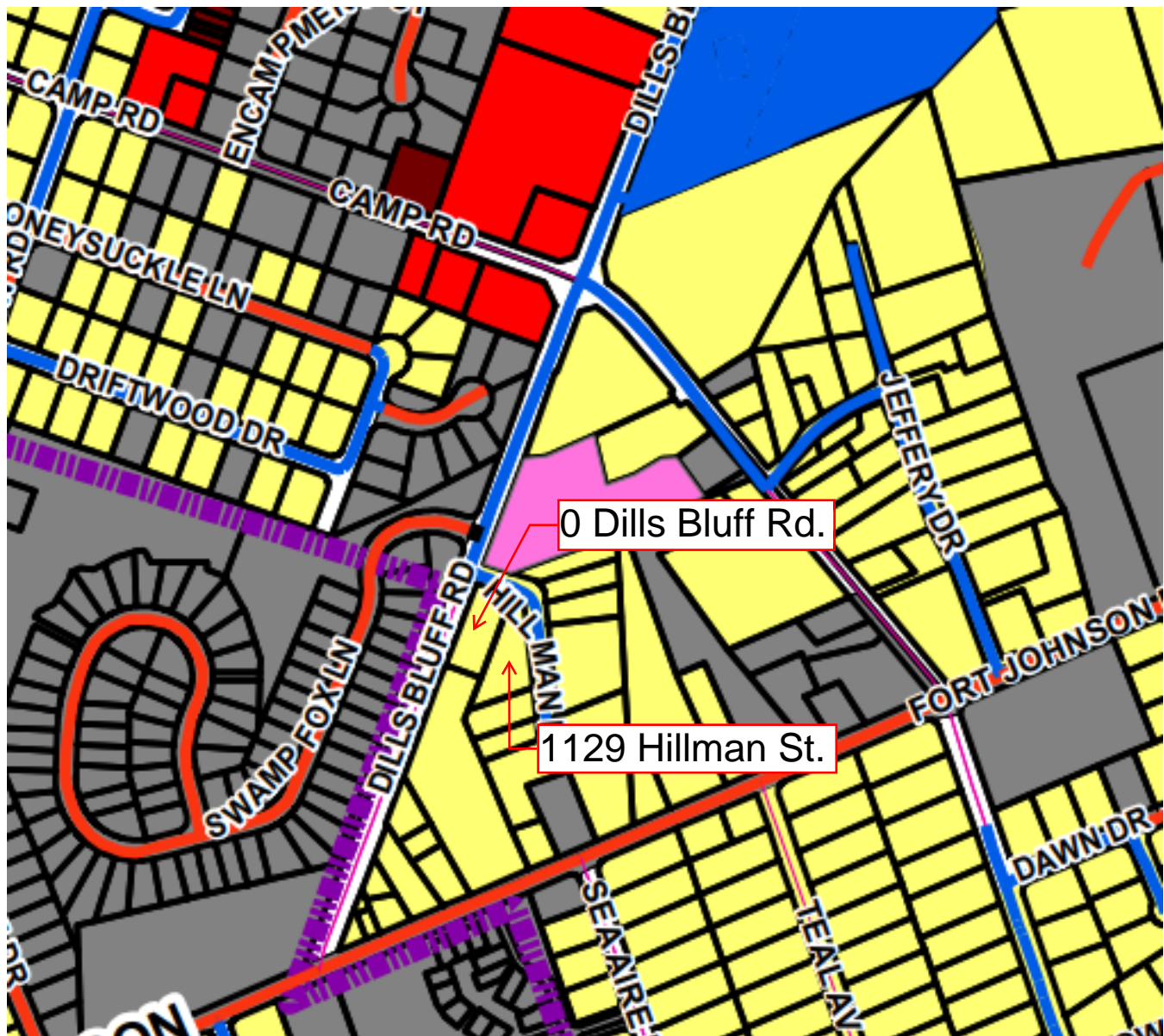
Planning Commission Recommendation: Approval

Speakers in Support: none

Speakers in Opposition: none

Notifications:

Notification letters and emails will be sent to owners of property within 300 feet of the boundaries of the proposed zoning map amendments and to the James Island Interested Parties List on December 4, 2024. Additionally, this request will be noticed in the Post & Courier on December 4, 2024, and the property will be posted on December 4, 2024. The meeting notice for both Council meetings and the Planning Commission meeting was also sent to the Town News email recipients and was posted on the Town's Facebook page and website.



ORDINANCE 2024-09

AN ORDINANCE REZONING REAL PROPERTY LOCATED AT 1734 CAMP ROAD (TMS# 425-02-00-152) FROM THE LOW-DENSITY SUBURBAN RESIDENTIAL (RSL) ZONING DISTRICT TO THE RESIDENTIAL OFFICE (OR) ZONING DISTRICT (EXHIBIT A).

WHEREAS, property located at 1734 Camp Road, identified as Tax Map Number 425-02-00-152 and referenced on the attached exhibit is currently zoned as Low-Density Suburban Residential (RSL) Zoning District; and

WHEREAS, the applicant requests this parcel be zoned to the Residential Office (OR) Zoning District to a open pottery studio, which is considered a Personal Improvement Use; and

WHEREAS, the applicant has submitted a complete application for Zoning Map Amendment (rezoning) pursuant to Section 153.043 of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR); and

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed Zoning Map Amendment and adopted a resolution, by majority vote of the entire membership, and recommended that the Town of James Island Council (Town Council) approve the proposed Zoning Map Amendment based on the Approval Criteria of Section 153.043 F of the ZLDR; and

WHEREAS, upon receipt of the recommendation of the Planning Commission, Town Council held at least one public hearing and after close of the public hearing, Town Council approved the proposed Zoning Map Amendment based on the Approval Criteria of Section 153.043 F of the ZLDR; and

WHEREAS, Town Council has determined the Zoning Map Amendment meets the following criteria;

- A. The proposed amendment is consistent with the Comprehensive Plan and the stated purposes of the Ordinance;
- B. The proposed amendment will allow development that is compatible with existing uses and zoning of nearby property;
- C. The Town and other service providers will be able to provide adequate water and sewer supply, storm water facilities, waste disposal and other public facilities and services to the subject property, while maintaining adequate levels of service to existing development;
- D. The applicant provides documentation that the proposed amendment will not result in significant adverse impacts on other property in the vicinity of the subject tracts or on the environment, including air, water, noise, storm water management, traffic congestion, wildlife and natural resources; and
- E. The subject properties are suitable for the proposed zoning classification considering such things as parcel size, parcel configuration, road access and the presence of natural resources and amenities.

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION II. REZONING OF PROPERTY

- A. Town of James Island Council rezones the property located at 1734 Camp Road, identified as Tax Map Number 425-02-00-152, and referenced on the attached "Exhibit A", from the Low-Density Suburban Residential (RSL) Zoning District to the Residential Office (OR) Zoning District; and
- B. Any and all development of the subject parcel must comply with the ZLDR and any and all other applicable ordinances, rules, regulations, and laws; and
- C. The Zoning Map of Tax Map Number 452-02-00-152 referenced on the attached "Exhibit A", is amended to Residential Office (OR) in accordance with Section 153.043 H of the ZLDR.

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 upon approval of Town Council following second reading.

ADOPTED AND APPROVED in meeting duly assembled this 21st day of November 2024.

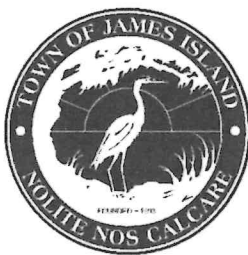
TOWN OF JAMES ISLAND COUNCIL

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

ATTEST:

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

Public Hearing: October 17, 2024
First Reading: October 17, 2024
Second Reading: November 21, 2024



**ZONING/PLANNING
DEPARTMENT**

Zoning Map Amendment

PC: October 10, 2024

Case Summary: ZOR-8-24-015

Request to rezone from the Low-Density Suburban Residential (RSL) Zoning District to the Residential Office (OR) Zoning District

FIRST READING: OCTOBER 17, 2024

SECOND READING: NOVEMBER 21, 2024

History and Overview:

1734 Camp Road is located about 500 feet to the west of the Camp Road and Folly Road intersection. The property currently has one single-family home located on it and is currently going through permitted renovations. The parcel included in the current Zoning Map Amendment Request is 0.37 acres in size and is in the RSL Zoning District. The parcel is considered a legal conforming lot.

The applicant and owner, Mr. William Albrecht III is seeking to rezone the parcel from the RSL Zoning District to the OR Zoning District to open a pottery studio, which is considered a Personal Improvement Use that is allowed with an OR zoning designation, according to Use Table 153.110.

Adjacent Zoning:

Surrounding properties on the north, east, and west side are in the RSL Zoning District in the Town of James Island and have residential uses. Property to the south is zoned Community Commercial (CC) in the Town with commercial retail uses and Short-Term Rental uses.

Approval Criteria:

According to Section §153.043 of the *Zoning and Land Development Regulations Ordinance (ZLDR)*, applications for Zoning Map Amendment (Re-zoning) may be approved only if Town Council determines that the following criteria are met:

- 1. The proposed amendment is consistent with the *Comprehensive Plan* and the stated purposes of this Ordinance;**

Staff's response: In the Comprehensive Plan, the Land Use Element Goal states, "*The Town of James Island will encourage the orderly and environmentally sound development of the land with special consideration to maintaining the suburban character and natural ecosystems of the area.*" by "*implementing sustainable and flexible development guidelines and integrate development with growth to maintain the suburban character of*

the Town". The applicant's letter of intent states that he intends to "fill a need for the local artists of James Island to have a collaborative space to create art that is Local, unique, and passion based". Because the owner intends on using the existing home for the pottery studio while maintaining the residential use, the proposed amendment may be consistent with the intent and purpose of the Residential Office Zoning District and the Comprehensive Plan.

2. The proposed amendment will allow development that is compatible with existing uses and zoning of nearby property;

Staff's response: Nearby properties range from RSL zoning and uses to CC zoning and uses, with the immediate adjacent properties being mixed between these two zoning classifications as well. If approved, the subject property will retain its residential use capability. Uses that are allowed in the OR Zoning District are compatible with existing uses in the vicinity, therefore, the proposed amendment may allow development that is compatible with existing uses and zoning of nearby property.

3. The Town and other service providers will be able to provide adequate water and sewer supply, storm water facilities, waste disposal and other public facilities and services to the subject property, while maintaining adequate levels of service to existing development;

Staff's response: The subject property is currently being serviced by public facilities and the Town and other service providers will be able to continue these public facilities and services while maintaining adequate levels of service to existing development.

4. The applicant provides documentation that the proposed amendment will not result in significant adverse impacts on other property in the vicinity of the subject tract or on the environment, including air, water, noise, storm water management, traffic congestion, wildlife and natural resources; and

Staff's response: The applicant's letter of intent states that "*it is my sincerest intent to keep this low impact for my neighboring community as I fully plan to self contain parking and noise and implement fair member rules to reduce noise at odd hours and eliminate the possibility for parking issues to be sure my neighbor's quality of life is not negatively affected at all and only intend to positively impact my community and neighbors.*" Since the property has been fully developed as a single-family home and the owner/applicant intends on residing in the home full-time as well as operating the studio with minimal site changes, the proposed use should not result in significant adverse impacts.

5. The subject property is suitable for proposed zoning classification considering such things as parcel size, parcel configuration, road access and the presence of resources and amenities.

Staff's response: The subject property is a legal conforming lot in its current zoning designation of RSL. The subject property also meets the minimum standards for the Residential Office zoning designation including parcel size and parcel configuration. The parcel has direct access from Camp Road.

Planning Commission Meeting: October 10, 2024

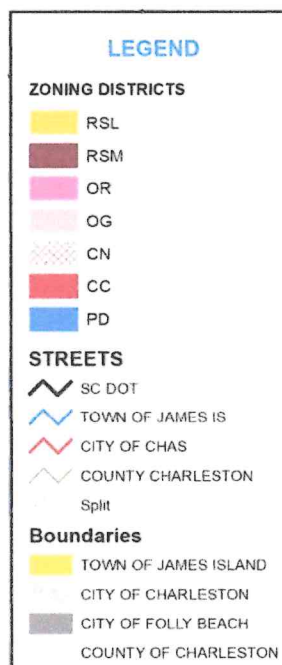
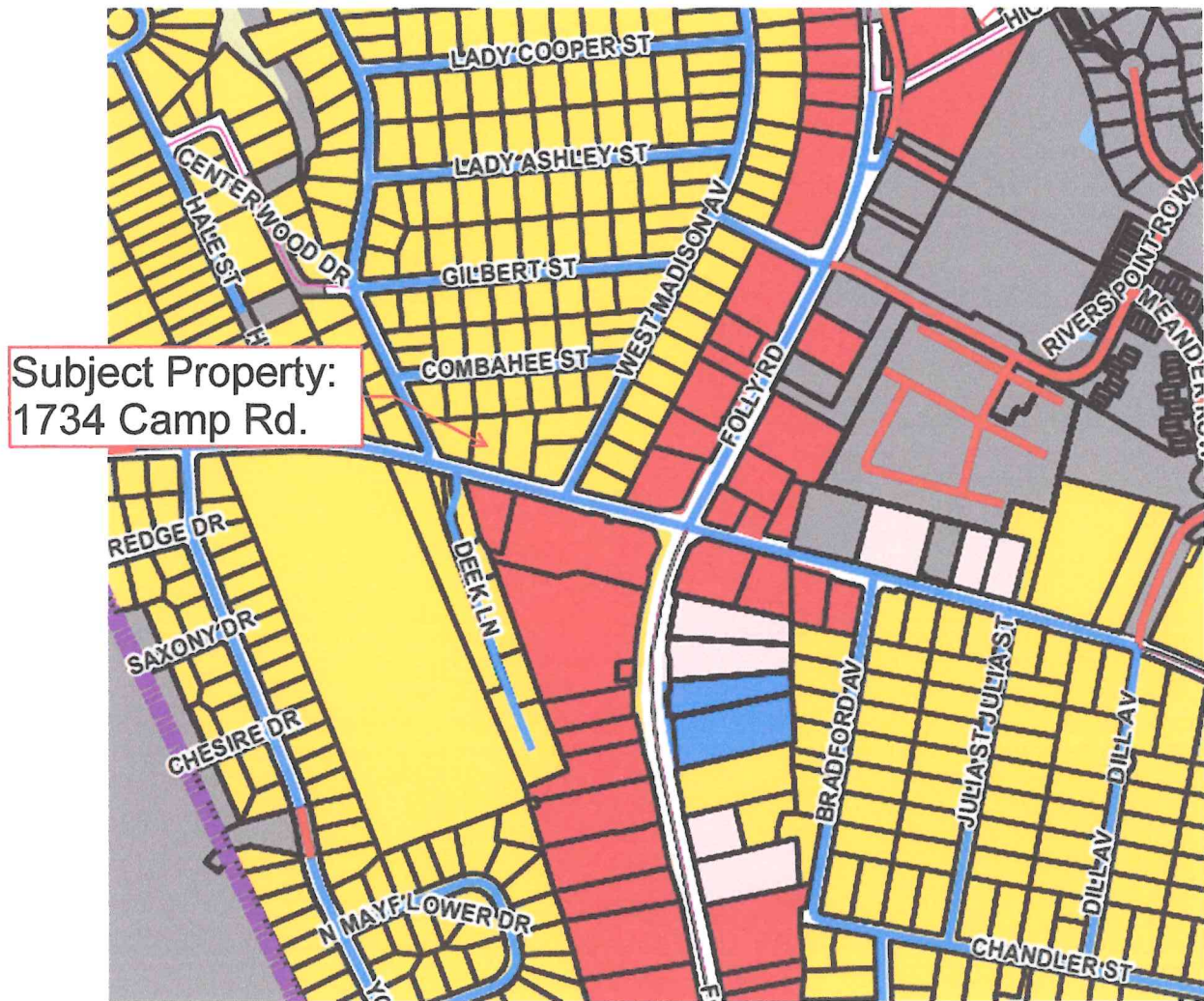
Recommendation: TBD

Speakers in Support: TBD

Speakers in Opposition: TBD

Notifications:

A total of 71 notification letters and emails were sent to owners of property within 300 feet of the boundaries of the proposed zoning map amendment and to the James Island Interested Parties List on October 2, 2024. Additionally, this request was noticed in the Post & Courier on October 2, 2024, and the property was posted on October 2, 2024. The meeting notice was also sent to the Town News email recipients and was posted on the Town's Facebook page and website.



ORDINANCE 2024-10

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: (EXHIBIT A): WETLANDS, WATERWAYS, AND OCRM CRITICAL LINE: SECTION 153.337 A 1 B; SECTION 153.337 A 1 C; MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS; DIMENSIONAL STANDARDS DEFINED: SECTION 153.066 C 3.

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has recommended that the Town of James Island Council adopt the proposed text amendments of the ZLDR as set forth in Sections 153.337, and 153.066 herein; and

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

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

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

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

SECTION I. FINDINGS INCORPORATED

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

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

The Town of James Island Zoning and Land Development Regulations Ordinance is hereby amended to include the text amendments of Sections 153.337, and 153.066 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 21st day of November 2024.

TOWN OF JAMES ISLAND COUNCIL

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

ATTEST:

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

First Reading: October 17, 2024
Public Hearing November 21, 2024
Second Reading: November 21, 2024

§ 153.337 WETLANDS, WATERWAYS, AND OCRM CRITICAL LINE**(A) Wetland buffers and setbacks****(1) Intent.**

~~(b) Reduction of OCRM critical line setbacks. The Zoning Administrator shall be authorized to reduce OCRM critical line setbacks to a distance not less than the buffer depth, when deemed necessary by the Director to accommodate reasonable development of the parcel and when it is determined by the Director that the setback reduction will not have a significant adverse impact on public health or safety.~~

~~(c) Reduction of buffers and setbacks on parcels created prior to April 21, 1999. When the application of buffer/setback requirements contained within this chapter render a parcel that existed prior to April 21, 1999, unbuildable, the Zoning Administrator shall be authorized to reduce front, side, and rear yard buffers/setbacks as necessary to make a parcel buildable. The Zoning Administrator cannot reduce any front and/or rear yard buffer in an amount which would result in the placement of a structure closer to either the front or rear property line than any structure on an adjacent property. Any further reduction in any required buffer shall be made by appeal to the Board of Zoning Appeals.~~

§ 153.066 MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS; DIMENSIONAL STANDARDS DEFINED.**(C) Setbacks.**

~~(3) Setback reductions. Where the front, interior, side, and rear setbacks of the underlying zoning district reduces the buildable width of a lot to less than 40 feet, the Zoning Administrator shall be authorized to reduce the required setbacks as much as necessary. However, no setback reduction granted by the Planning/Zoning Department shall be for more than 15 feet per side.~~

ORDINANCE # 2024-11

AN ORDINANCE AUTHORIZING THE MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT AND PROMISSORY NOTE TO MILL POINT, LLC IN THE PRINCIPAL SUM OF TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 (\$2,400,000.00) DOLLARS.

WHEREAS, the Town of James Island, a municipal corporation located in Charleston County, South Carolina (“Town”) seeks to increase the public greenspace and parkland within the Town; and

WHEREAS, the Town of James Island entered into the PURCHASE AND SALE AGREEMENT with Mill Point, LLC, dated October 17, 2024 to purchase certain parcels of real property located at 1259 Mill Point Road, James Island, Charleston County, South Carolina bearing Charleston County TMS No. 428-01-00-048 shown as Lots A and B on plat recorded at the Charleston County ROD Office in Book Y, Page 041; bearing Charleston County TMS No. 427-03-00-028 shown as 2.3Ac Tract B on plat recorded in the Charleston County ROD Office in Book V, Page 79 and the southern approximately 50’ x 170.49’ portion of the property commonly known as 1256 Mill Point Road bearing Charleston County TMS No. 428-01-00-047 shown on plat recorded in the Charleston County ROD Office in Book K, Page 071 (hereinafter “the Property”); and

WHEREAS, the Town of James Island deems it in the best interest to finance the purchase of the Property through a Mortgage and Promissory Note to Mill Point, LLC in the principal sum of Two Million Four Hundred Thousand and 00/100 (\$2,400,000) Dollars, under the terms included in the Mortgage of Real Estate and Security Agreement and Promissory Note attached jointly hereto as EXHIBIT A.

NOW THEREFORE BE IT ORDAINED BY TOWN OF JAMES ISLAND TOWN COUNCIL in meeting duly assembled, that

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2. AUTORIZATION OF MORTGAGE AND NOTE

The Town of James Island shall mortgage the Property described herein for the purpose of securing a mortgage loan from Mill Point, LLC under the terms included in the Mortgage of Real Estate and Security Agreement and Promissory Note attached jointly hereto as EXHIBIT A in the principal sum of Two Million Four Hundred Thousand and 00/100 (\$2,400,000) Dollars.

BE IT FURTHER ORDAINED, that the Mayor of the Town of James Island is hereby directed and authorized to execute said mortgage and note attached jointly hereto as EXHIBIT A on behalf of the Town of James Island.

SECTION 3. 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 upon approval of Town Council following second reading.

ADOPTED AND APPROVED in meeting duly assembled this 21st day of November 2024.

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 14, 2024
Second Reading: November 21, 2024

EXHIBIT A

Recording Requested By and
When Recorded Mail to:
Graybill, Lansche & Vinzani, LLC
2721 Devine Street
Columbia, South Carolina 29205
Attention: William O. Higgins, Esquire

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

**MORTGAGE OF REAL ESTATE
AND SECURITY AGREEMENT**

THIS MORTGAGE is dated December 10, 2024

THE MORTGAGOR, **The Town of James Island, a body politic of the State of South Carolina**, will be referred to herein as "Mortgagor." Mortgagor's mailing address is: 1122 Dills Bluff Road, James Island, South Carolina 29412

THE MORTGAGEE, **Mill Point, LLC**, a South Carolina limited liability company, will be referred to herein as the "Mortgagee." Mortgagee's address is: 1361 Stone Post Road, Charleston, South Carolina 29412.

THE "NOTE" is a promissory note from Mortgagor to the Mortgagee in the amount of \$2,400,000.00, dated December 10, 2024. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage.

The amount of debt secured by this Mortgage, shall at no time exceed twice the original amount of the Note, plus interest, attorney's fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by the Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but the Mortgagee shall not be required to defer, accrue or capitalize any interest except as may be provided in the Note.

This Mortgage is given (i) to secure the performance and observance by Mortgagor of all covenants and conditions contained in the Note, in any renewal, extension or modification thereof, in this Mortgage, in all of the instruments securing the Note; and 1) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance specifically including expenditures by the Mortgagee under Paragraph 5 below; and 2) attorneys' fees, court costs and other amounts which may be due under the Note, this Mortgage and any other instrument securing the Note.

In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to the Mortgagee, Mortgagee's successors and assigns, the following described property (collectively, the "Property"):

See Exhibit A attached hereto and made a part hereof.

TOGETHER with all and singular the rights, members, hereditaments, easements and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

TO HAVE AND TO HOLD all and singular the Property unto the Mortgagee and the successors and assigns of the Mortgagee forever.

Mortgagor covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the Property. Mortgagor further covenants to warrant and forever defend all and singular the Property unto the Mortgagee and the successors and/or assigns of the Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof, but no others.

PROVIDED ALWAYS, nevertheless, and is the true intent and meaning of Mortgagor and the Mortgagee, that if Mortgagor pays or causes to be paid to the Mortgagee that debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until an Event of Default as herein defined has occurred.

Mortgagor further covenants and agrees with the Mortgagee as follows:

1. Payment and Performance. Mortgagor shall promptly pay or cause to be paid when due, accelerated or otherwise, all debts secured hereby and perform all covenants of the Note, this Mortgage, and any other instrument and agreement in connection with the loan.
2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property other than in the ordinary course of Mortgagor's business without the express written consent of the Mortgagee. The Mortgagee shall be entitled to specific performance of the provisions of this paragraph.
3. Insurance. Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured against fire, extended coverage and such other insurable hazards, casualties and contingencies as Mortgagee may reasonably require, including flood damage, by such company or companies as the Mortgagee may reasonably approve, and in such amounts and for such periods as the Mortgagee may reasonably require; provided, that the Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the full replacement cost of the improvements or appurtenances on the Property up to the then principal balance of the debt secured by this Mortgage. Such insurance will be payable to the Mortgagee as the interest of the Mortgagee may appear in the form of mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days' prior written notice to the Mortgagee. Mortgagor hereby assigns to the Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether the Mortgagee is named in such policy as a person entitled to collect upon the same up to the then principal balance of the debt secured by this Mortgage. Any indemnity payment received by the Mortgagee from any such policy of insurance may, at the option of the Mortgagee (i) be applied by the Mortgagee to payment of any sum secured by this Mortgage in such order as the Mortgagee may determine, or (ii) be applied in a manner determined by the Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed, or (iii) be released to Mortgagor upon such conditions as the Mortgagee may determine, or (iv) be used for any combination of the foregoing purposes. The previous sentence notwithstanding, any such indemnity payment shall, at the option of the Mortgagor, be applied to the replacement, repair, or restoration of the Property provided that (a) no Event of Default has occurred and is continuing, and (b) Mortgagor provides Lender reasonable evidence that

such payment (together with funds provided by Mortgagor, if necessary) are sufficient to restore, repair, and/or replace the Property to the extent and condition existing prior to the casualty. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to the Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to the Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to the Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, the Mortgagee may so insure the Property in the name of Mortgagor or in the name of the Mortgagee or both, and the premiums for any such insurance obtained by the Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property which is in the custody of the Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Mortgagor hereby appoints the Mortgagee as the attorney in fact of Mortgagor to assign all rights, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

At Mortgagee's request, Mortgagor shall, at Mortgagor's sole expense, obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, liability insurance policies relating to the Property, or such other insurance policies which the Mortgagee may reasonably require based upon then existing circumstances, in such amounts, with such companies and in such form as may be reasonably required by Mortgagee. Mortgagee may require such policies to contain an endorsement, in form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

4. Taxes and Assessments. INTENTIONALLY DELETED.

5. Expenditures by the Mortgagee. If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, the Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by the Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Note. Payments made for taxes by the Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage.

6. Condemnation. The Mortgagee shall be entitled to be made a party to and participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to the Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by the Mortgagee may, at the option of the Mortgagee, (i) be applied by the Mortgagee to payment of any sums secured by this Mortgage in such order as the Mortgagee may determine, or (ii) be applied in a manner determined by the Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property, or (iii) be released to Mortgagor upon such conditions as the Mortgagee may determine, or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to

replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Transfer; Due-On-Sale; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without the Mortgagee's prior written consent, the Mortgagee may, at the Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. If the Mortgagee, in Mortgagee's sole discretion, determines that the credit of the person to whom the Property is to be sold or transferred is satisfactory, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the Mortgagee, the Mortgagee may, at the Mortgagee's option, release Mortgagor from all obligations under this Mortgage and the Note.

8. Default. The occurrence of any of the following events shall be deemed an Event of Default under this Mortgage:

a. failure of Mortgagor to pay any installment of principal or interest upon the Note when due; subject, however, to any applicable grace and/or cure periods provided for in the Note;

b. failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage, or a violation of any restriction on use recorded with respect to the Property, within thirty (30) days after written notice from Mortgagee; provided, however, that if Mortgagor reasonably cannot observe or perform such obligation within said thirty- (30) day period, Mortgagor shall have such additional time to cure as may be reasonably required for so long as Mortgagor pursues such cure with due diligence; or

c. adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquiescence by Mortgagor to any such request or petition made by another person.

9. Remedies. Upon the occurrence of a material Event of Default as hereinabove defined, the Mortgagee may, upon notice to Mortgagor, but subject to any grace or cure period provided in the Note, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. The Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports, and appraisals, all of which shall be additional sums secured by this Mortgage. At the foreclosure, the Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to the Mortgagee in this paragraph shall be in addition to, and not in lieu of, any other rights and remedies provided in this Mortgage or in any of documents evidencing, securing, or relating to the loan or Property or by law, all of which rights and remedies may be exercised by the Mortgagee independently, simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised. Notwithstanding the foregoing, in the event a lawsuit is filed to enforce, interpret or otherwise related to this Mortgage or the Note by either party, the prevailing party in such action shall be entitled to payment of its expenses, costs and attorney's fees incurred in such lawsuit as determined by a court of competent jurisdiction.

10. Assignment of Rents and Profits. Mortgagor hereby assigns to Mortgagee all leases, income, rents, issues and profits, including tenant security deposits (whether held by Mortgagor or others or in a trust account), from the Property as additional security for the payment of the indebtedness hereby

secured and full performance of the undertakings of the Mortgagor hereunder. Mortgagee is given a prior and continuing lien thereon, and Mortgagor hereby appoints Mortgagee as Mortgagor's attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertakings in such manner as Mortgagee may desire. However, until default hereunder or under the Note secured hereby, Mortgagor may continue to collect and enjoy such rents and profits without accountability to Mortgagee. This assignment shall be irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect by Mortgagee independently of, or concurrently with, any of said remedies.

This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income and other benefits from the Property to Mortgagee, subject to the right of Mortgagor to collect, receive, take, use and enjoy the same as provided hereinabove; provided, further, that the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Lender hereunder.

11. Appointment of Receiver. Upon the occurrence of an Event of Default as defined herein and after any applicable grace or cure periods, the Mortgagee shall be entitled to the immediate appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the collection of rents, income and profits, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. Mortgagor does hereby consent to the appointment of a receiver without notice. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control and managing the Property and collecting the rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. The Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, the Mortgagee, at Mortgagee's sole option, may advance funds to meet the costs. Any funds expended by the Mortgagee for such purposes shall become indebtedness of Mortgagor to the Mortgagee secured by this Mortgage. Unless the Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note. The entering upon and taking and maintaining of control of the Property by the Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of the Mortgagee hereunder.

12. Waiver by the Mortgagee. The Mortgagee may, in the sole discretion of the Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by the Mortgagee of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

13. Environmental Condition of Property; Indemnification. Mortgagor warrants and represents to Mortgagee that: (a) while Mortgagee has any interest in or lien on the Property, the Property described herein is and, at all times hereafter, will continue to be in full compliance with all federal, state

and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et. seq.*, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and (b) to the best of Mortgagor's actual knowledge as of the date hereof, there are no hazardous materials, substances, wastes or other environmentally regulated substances located on, in or under the Property. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Mortgagor's obligations hereunder to Mortgagee shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Note and the indebtedness secured by this Mortgage or foreclosure under this Mortgage, or delivery of a deed in lieu of foreclosure for a period of one (1) year from the date of this Mortgage.

14. Miscellaneous Provisions.

a. Notices. Any notice, request, demand, consent, approval or other communication that must or may be given or made in connection with this Mortgage must be in writing and, unless receipt is expressly required, will be deemed given, delivered, or made, as the case may be, on the date of delivery if delivery is by courier or prepaid guaranteed overnight delivery service, or the date mailed by Certified or Registered Mail, Return Receipt Requested is signed for by the recipient on the Return Receipt, in any event with sufficient postage affixed, and addressed to the parties as follows:

To Mortgagor: The Town of James Island
Attn: Mayor Brook Lyon
11122 Dills Bluff Road
James Island, SC 29412

With a copy to: Clement Rivers, LLP
Attn: W. Siau Barr, Jr., Esq.
25 Calhoun Street, Suite 400
Charleston, SC 29401

To Mortgagee: Mill Point, LLC
1362 Stone Post Road
Charleston, SC 29412

With a copy to: Jacob S. Barker, Esq.
Graybill, Lansche & Vinzani, LLC
2721 Devine Street
Columbia, South Carolina 29205

b. Survival. All of the terms, covenants, conditions, representations, warranties, agreements contained in this Agreement shall survive and continue in full force and effect and shall be

enforceable after the closing of the transactions contemplated herein for a period of one (1) year following the date of this Mortgage.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

d. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

e. Successors in Interest. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, personal representatives, successors and assigns of any party to this Agreement, whether so expressed or not.

f. Waiver. Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

g. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

h. Inspection. The Mortgagee may make, or cause to be made, reasonable entries upon and inspections of the Property upon giving Mortgagor reasonable prior notice. Such entries and inspections shall be conducted so as to cause minimal interference with Mortgagor's business.

i. **GOVERNING LAW AND JURISDICTION.** THIS MORTGAGE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF SOUTH CAROLINA. VENUE SHALL LIE BEFORE THE CHARLESTON COUNTY MASTER IN EQUITY. MORTGAGOR SUBMITS TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF SOUTH CAROLINA. MORTGAGOR AGREES THAT ANY ACTION CONCERNING THIS MORTGAGE OR THE NOTE, WHETHER INITIATED BY MORTGAGEE, MORTGAGOR OR ANY OTHER PARTY, SHALL BE TRIED ONLY IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF SOUTH CAROLINA, AND MORTGAGOR WAIVES ALL OBJECTIONS TO VENUE. ALL MATTERS ARISING HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAW AND PRACTICE OF SUCH SOUTH CAROLINA COURT. MORTGAGOR AND MORTGAGEE FURTHER AGREE TO COMPLY WITH ALL

REQUIREMENTS NECESSARY TO GIVE SUCH COURT IN PERSONAM JURISDICTION AND AGREES THAT SERVICE OF PROCESS MAY BE ACCOMPLISHED BY, IN ADDITION TO ANY OTHER LAWFUL MEANS, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE MORTGAGOR AT MORTGAGOR'S AND TO MORTGAGEE AT MORTGAGEE'S ADDRESS SET FORTH ABOVE OR ANY NEW ADDRESS OF WHICH MORTGAGEE HAS BEEN NOTIFIED BY MORTGAGOR IN WRITING.

j. WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, MORTGAGOR AND MORTGAGEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY HEREBY AGREE, THAT:

i. NEITHER MORTGAGOR NOR MORTGAGEE, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF MORTGAGOR OR MORTGAGEE, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THE NOTE OR THIS MORTGAGE, OR RELATING TO THE LOAN, OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;

ii. NEITHER MORTGAGOR NOR MORTGAGEE WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;

iii. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;

iv. NEITHER MORTGAGOR NOR MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND

v. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN.

EXHIBIT A
PROPERTY DESCRIPTION

ALL those two tracts of land with the buildings thereon, situate, lying and being on James Island in Charleston County and more particularly described and delineated on a plat made by J.P. Gaillard, Surveyor, dated March 12, 1938, and recorded July 16, 1940 in Book Y-41, Page 205 in the Charleston County ROD Office, shown and designated as Tract lettered "A" containing one and 18/100 (1.18) acres and Tract lettered "B" containing three and 12/100 (3.12) acres.

Tract "A" butting and bounding as per plat to the North by a Causeway Road Twenty Feet wide and the Salt Marshes; to the East by Causeway Road Twenty Feet wide separating Tract "A" from Tract "B"; to the South by lands now or formerly of the Agricultural Society of S.C. and Salt Marshes; to the West by Salt Marshes.

Tract "B" Butting and Bounding on the North by Salt Marshes now or formerly claimed by the Agricultural Society of S.C.; to the East by lands now or formerly of the Agricultural Society of S.C.; to the South by other lands now or formerly of the Agricultural Society of S.C.; and to the West by a Causeway Road separating Tract "A" and Tract "B".

Both Tracts of Land herein described being a part of a larger tract as shown on plat made by Richard C. Rhett, Surveyor, dated October 19, 1922, of a portion of Ocean View Plantation.

ALSO

ALL that piece, parcel or tract of land, situate, lying and being on James Island in the County of Charleston, State of S.C., shown and designated on a map or plat attached to a deed from the Agricultural Society of S.C. to W.M. Bostwick, Jr. dated March 12, 1938 and recorded July 16, 1940 in Book Y-41, Page 205, in the Charleston County ROD Office, shown and designated as a road twenty (20) feet wide, lying between Tract "A" and "B", which strip of land was formerly a private road, now no longer in use; to the Northeast on lands now or formerly of W.M. Bostwick, Jr., designated as Tract "B" on the map above referred to; to the Southeast on lands now or formerly of the Agricultural Society of S.C.; to the Southwest on lands now or formerly of W.M. Bostwick, Jr., designated as Tract "A" on the plat above referred to; and to the Northwest on the Highwater mark of marsh lands now or formerly of the Agricultural Society of S.C.; it being the intention of this deed that the strip of land so conveyed shall extend as shown on said map or plat above referred to from a line connecting the Southern boundaries of said Tracts "A" and "B" to a line connecting the Northwestern boundaries of said Tracts "A" and "B", and no further.

The above parcels bearing TMS No. 428-01-00-048

ALSO

ALL that lot, piece or parcel of marshland measuring and containing two and three-tenths (2.3) acres more or less, and shown as Parcel B on a plat by R. Earl Fisher, Jr., LS and PE, dated July 25, 1966, entitled in part "Plat of 3 Parcels of Marsh Land Owned by the Agricultural Society of South Carolina, Parcel "A" containing 6.8 Acres, about to be conveyed to James H. Dupre, Parcel "B" containing 2.3 Acres, about to be conveyed to W.M. Bostwick, Jr., and Parcel "C" containing 5.6 Acres about to be conveyed to Julia L. Porcher". The above parcel is located on James Island, Charleston County, South Carolina, said plat recorded December 1966 in Plat Book V, Page 79 in the Charleston County ROD Office.

TMS No. 427-03-00-028

PROMISSORY NOTE

\$2,400,000.00

December 10, 2024

Charleston, South Carolina

FOR VALUE RECEIVED, The Town of James Island, a body politic of the State of South Carolina ("Maker") promises to pay to the order of Mill Point, LLC (together with any subsequent holder hereof, "Holder"), at 1362 Stone Post Road, Charleston, South Carolina 29412, or such other address as Holder may designate, the principal sum of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00) with interest thereon from the date hereof, under the terms and conditions of this promissory note (the "Note"). This Note is secured by a Mortgage given by Maker of even date, recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "Mortgage") encumbering that certain real property located at 1259 Mill Point Road, James Island, Charleston County, South Carolina (the "Property").

Term and Maturity Date. The term of this Note is four (4) years, with the outstanding principal balance of the Note, plus all accrued but unpaid interest, due and payable on December 10, 2028.

Interest Rate. The interest rate on the outstanding principal balance of the Note shall be at the fixed rate of Four and 00/100 percent (4.00%) per annum (the "Interest Rate").

Repayment. The principal and interest shall be payable in four (4) consecutive equal annual installments in the amount of Six Hundred Sixty-One Thousand One Hundred Seventy-Six and 11/100 Dollars (\$661,176.11), plus interest, commencing on December 10, 2025, and continuing on December 10, 2026, December 10, 2027 and December 10, 2028, all in accordance with the Amortization Schedule attached hereto as Exhibit A, which is incorporated herein by reference.

Acceleration/Default. Time is of the essence in the payment of this Note. If any payment of interest or principal is delinquent more than ten (10) days after its due date, and remains outstanding for more than ten (10) additional days after written notice is sent to Maker via regular mail to the address provided herein, or in the event of a default under the Mortgage which is not timely cured within any time permitted in the Mortgage, all future payments due and all other indebtedness of Maker to Holder arising out of or in connection with the Note shall, at Holder's option, become immediately due and payable, without presentation, demand, protest or additional notice of any kind, all of which are hereby waived by Maker. Holder may exercise this option to accelerate during any default by Maker regardless of any prior forbearance. If payment of all sums due hereunder is accelerated, the then outstanding principal and all accrued but unpaid interest shall bear interest at the rate provided for hereunder plus four percent (4%) per annum until such principal and interest have been paid in full.

Late Charges. If any payment of interest or principal is delinquent more than fifteen (15) days after its due date, Maker will pay to Holder a late charge of one percent (1%) of the amount of the overdue payment. This provision for late charges shall not be deemed to extend the time for payment or be a "grace period" or "cure period" that gives Maker a right to cure any default. Imposition of late charges is not contingent upon the giving of any notice or lapse of any cure period provided for in the Mortgage.

Prepayment Privilege. This Note may be prepaid in whole or in part at any time without prepayment premium or fee. Any partial prepayment shall be applied first against accrued interest, if any, and then to the principal amount outstanding and shall not postpone the due date of any subsequent

monthly installments or change the amount of such installments, unless Holder shall otherwise agree in writing.

Application of Payments. All sums received by Holder for application to the Note may be applied by Holder to late charges, interest, principal, expenses, costs, and other amounts owing to Holder in connection with the Note in the order selected by Holder in Holder's sole discretion.

Expenses. In the event a lawsuit is filed to enforce, interpret or otherwise related to this Note or the Mortgage by either party, the prevailing party in such action shall be entitled to payment of its expenses, costs and attorney's fees incurred in such lawsuit as determined by a court of competent jurisdiction.

Governing Law. All matters arising hereunder shall be determined in accordance with the law of the State of South Carolina. Venue shall lie before the Charleston County Master in Equity.

Waivers. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, MAKER WAIVES PRESENTMENT, PROTEST, AND DEMAND, NOTICE OF PROTEST, DEMAND AND DISHONOR AND NONPAYMENT OF THIS NOTE. NONE OF THE RIGHTS AND REMEDIES OF HOLDER HEREUNDER ARE TO BE WAIVED OR AFFECTED BY FAILURE OR DELAY TO EXERCISE THEM. ALL REMEDIES CONFERRED ON HOLDER BY THIS NOTE OR ANY OTHER INSTRUMENT OR AGREEMENT SHALL BE CUMULATIVE AND NONE IS EXCLUSIVE. SUCH REMEDIES MAY BE EXERCISED CONCURRENTLY OR CONSECUTIVELY AT HOLDER'S OPTION. MAKER AND HOLDER WAIVE ALL RIGHTS TO A TRIAL BY JURY FOR ALL MATTERS RELATED TO THIS NOTE AND THE MORTGAGE.

IN WITNESS WHEREOF, Maker has executed this Note under seal as of the day and year first above written.

THE TOWN OF JAMES ISLAND

Witness

By: Brook Lyon
Its: Mayor

(SEAL)

Maker's Notice Address: The Town of James Island
Attn: Mayor Brook Lyon
1122 Dills Bluff Road
James Island, SC 29412

EXHIBIT A
AMORTIZATION SCHEDULE

MAKER:	The Town of James Island
HOLDER:	Mill Point, LLC
LOAN AMOUNT:	\$2,400,000.00
INTEREST RATE:	4.00%
DAYS INTEREST:	365
LOAN TERM:	4 Years
CALCULATE INTEREST FROM:	December 10, 2024
PAYMENT START DATE:	December 10, 2025
FINAL PAYMENT DATE:	December 10, 2028

PAYMENT SCHEDULE:

DATE	PAYMENT	PRINCIPAL	INTEREST	REMAINING BALANCE
12/10/25	\$661,176.11	\$565,176.11	\$96,000.00	\$1,834,823.89
12/10/26	\$661,176.11	\$587,783.15	\$73,392.96	\$1,247,040.74
12/10/27	\$661,176.11	\$611,294.48	\$49,881.63	\$635,746.26
12/10/28	\$661,176.11	\$635,746.26	\$25,429.85	\$0.00