



Town of James Island, Regular Town Council Meeting
September 15, 2022; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

IN-PERSON MEETING

AMENDED

(This Meeting will also be live-streamed on the Town's You-Tube Channel, see link at end of agenda)

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 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
- 2) Public Hearing: Ordinance #2202-03: Amending the Town of James Island Zoning and Land Development Regulations Ordinance, Number 2013-07: Off Street Parking Schedule A, Section 153.332 (Exhibit A); Off-Site Parking, Section 153.332 D2 (Exhibit B); Use Table 153.110 (Exhibit C)
- 3) Public Comment
- 4) Consent Agenda:
 - a) Minutes: August 18, 2022, Regular Town Council Meeting
- 5) Information Reports:
 - Finance Report
 - Town Administrator's Report (Amended)
 - Public Works Report
 - Charleston Regional Hazard Mitigation Plan Update
 - Island Sheriff's Patrol Report
- 6) Requests for Approval by Staff:
 - JIACC Copier Purchase
 - 3-Year Contract for an Automated External Defibrillator (AED) at JIACC

- Cost Increase for Electric Meter Move at JIACC for Solar Panel Project

6) Committee Reports:

- Land Use Committee
- Environment and Beautification Committee
- Children’s Committee
- Public Safety Committee
- History Committee
- Rethink Folly Road
- Drainage Committee
- Business Development Committee
- Trees Advisory Committee
- James Island Intergovernmental Council

7) Proclamations and Resolutions:

Resolution #2022-15: ISP Deputy of Third Quarter: Deputy Keon Richardson

Resolution #2022-16: To Acquire Real Property Located @ Dills Bluff Rd. and Hillman Street, TMS#428-03-00-049 (Contract)

Breast Cancer Awareness Month, October 2022

8) Ordinances up for First Reading:

Ordinance #2022-03: Amending the Town of James Island Zoning and Land Development Regulations Ordinance, Number 2013-07: Off Street Parking Schedule A, Section 153.332 (Exhibit A); Off-Site Parking, Section 153.332 D2 (Exhibit B); Use Table 153.110 (Exhibit C)

Ordinances up for Second/Final Reading: None

9) Old Business:

10) New Business:

Request to Install Two (2) Radar Signs on Tennent Street (see maps)

- 11) Executive Session: The Town Council may enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina. Upon returning to Open Session Council may act on matters discussed in Executive Session.
- 12) Return to Regular Session:
- 13) Announcements/Closing Comments:
- 14) Adjournment:

This meeting will also be live-streamed and available for public view via the Town's YouTube channel:
<https://www.youtube.com/channel/UCm9sFR-ivmaAT3wvHdAYZqw/>

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: OFF-STREET PARKING SCHEDULE A, SECTION 153.332 (EXHIBIT A); OFF-SITE PARKING, SECTION 153.332 D 2 (EXHIBIT B); USE TABLE 153.110 (EXHIBIT C):

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 Section 153.332 and Use Table 153.110 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 Section 153.332 and Use Table 153.110 is attached hereto as "Exhibit A", "Exhibit B", and "Exhibit C" and made a part of this Ordinance by reference.

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 20th day of October 2022.

TOWN OF JAMES ISLAND COUNCIL

By: _____
Bill Woolsey
Mayor of the Town of James Island

ATTEST:

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

Public Hearing: September 15, 2022
First Reading: September 15, 2022
Second Reading: October 20, 2022

EXHIBIT A

§ 153.332 OFF-STREET PARKING AND LOADING.

(A) General.

(1) Applicability.

(a) New development. The off-street parking and loading standards of this section apply to any new building constructed and to any new use established.

(b) Expansions and alterations. The off-street parking and loading standards of this section apply when an existing structure or use is expanded or enlarged. Additional off-street parking and loading spaces will be required only to serve the enlarged or expanded area, not the entire building or use, provided that, in all cases, the number of off-street parking and loading spaces provided for the entire use (pre-existing + expansion) must equal at least 75% of minimum ratio established in Off-Street Parking Schedule A in this section.

(2) Timing of installation. Required parking spaces and drives shall be ready for use and approved by the Zoning Administrator prior to issuance of a certificate of occupancy.

(3) Reduction below minimums.

(a) The Zoning Administrator shall be authorized to reduce the number of required parking spaces by no more than 10% when more than ten spaces are required with the following conditions:

1. The site can support the minimum required number of parking spaces and meet all development standards in this chapter including buffers and landscaping requirements; or

2. The reduction is necessary to meet the tree protection and preservation regulations contained in § 153.334 of this code.

(b) This allowable reduction excludes medical offices and restaurant uses. Any change in use that increases applicable off-street parking or loading requirements will be deemed a violation of this chapter unless parking and loading spaces are provided in accordance with the provisions of this section.

(B) Off-Street Parking Schedule A. Unless otherwise expressly allowed, off-street parking spaces shall be provided in accordance with the following table:

Use Table Number of Off-Street Parking Spaces Required (Minimum)

Use Table

Number of Off-Street Parking Spaces Required (Minimum)

RESIDENTIAL

Adult/child group home or residential care facility

1 per 3 beds, plus 1 per employee in single shift

Congregate living

1 per 3 beds

Farm labor housing (dormitory)

0.5 per bed

Multi-family

1.5 per 1-bedroom unit; 2 per 2-bedroom unit; 2.5 per 3-bedroom and larger units

Retirement housing

0.75 per 1-bedroom unit; 1 per 2-bedroom unit; 1.5 per 3-bedroom and larger units

Single-family:

Detached and attached, including dwelling groups, duplexes, and manufactured housing units

2 per dwelling unit

CIVIC/INSTITUTIONAL

Adult or child day care facilities

1 per employee plus 1 per 5 children/adults

Cemetery

1 per full time employee

College or university facility

1 per 100 square feet classroom plus 1 per 300 square feet office/administrative plus 1 per 3 beds

Community recreation

1 per 250 square feet of gross floor area

Convalescent services

1 per 5 beds

Counseling service

1 per 150 square feet

Court of law

1 per employee plus 1 per every 3 seats of seating available to the public in the courtroom

Health care related services:

Including home health agency, laboratory, outpatient services and rehabilitation facilities

1 per 200 square feet of gross floor area with a minimum of 4 spaces

Historical sites, libraries

1 per 300 square feet

Archives or museums

~~1 per 300 square feet~~ **1 per 500 square feet of display area**

Hospital

1 per 2 beds plus 1 per 300 square feet of floor area of administrative and medical offices

Intermediate care facility for the mentally handicapped

1 per bed plus 1 per employee in single shift

Nature exhibition or botanical gardens

1 per employee in single shift plus 2 spaces per acre

Parks and recreation

1 per 5,000 square feet of land area plus outdoor recreation requirements

Personal improvement education

1 per every 3 students plus 1 per employee

Postal Service, United States

1 per 150 square feet of floor area

Pre-school or educational nursery

~~1 space per 6 students for which the facility is licensed plus 1 per employee~~ **1 per employee in single shift plus 1 per 1000 sf of classroom area**

Public assembly:

Including conference centers, concert halls, religious assemblies, professional, labor or political organizations and social clubs or lodges

1 per 5 fixed seats or 1 per every 3 persons in structures with non-fixed seating of the maximum occupancy load as established by building code. The number of spaces required may be reduced a maximum of 50% if the assembly area is located within 500 feet of any public or commercial parking lot where sufficient spaces are available by parking agreement.

Railroad freight depot

1 per 2,400 square feet

Recycling collection, drop-off

1 per recycle collection container

Safety services

1 per 2 employees

School, primary

1 space for each vehicle owned and operated by the school plus two per employee (including faculty, administrative, and the like)

School, secondary

1 space for each vehicle owned and operated by the school plus two per employee (including faculty, administrative, and the like) plus 1 per 8 students

Utility service, major

1 space per employee plus 1 per stored vehicle

Utility service, minor

None

Zoo

10 plus 1 per employee in single shift

COMMERCIAL

Agricultural sales/service

1 per 500 square feet of floor area plus 4 per acre outdoor sales/display/storage area

Banks and financial services

1 per 300 square feet of floor area, also see drive-through requirements

Bar or lounge

1 per 75 square feet indoor seating area plus 1 per 200 square feet outdoor seating area

Bed and breakfast

1 per guest room

Boat yard

1 per employee

Building materials or garden equipment and supplies retailers

EXHIBIT B

(C) Rules for computing parking and loading requirements. The following rules apply when computing off-street parking and loading requirements.

(1) Multiple uses. Lots containing more than one use must provide parking and loading in an amount equal to the total of the requirement for all use.

(2) Fractions. When measurements of the number of required spaces result in a fractional number, any fraction of one-half or less will be rounded down to the next lower whole number and any fraction of more than one-half will be rounded up to the next higher whole number.

(3) Area measurements. Unless otherwise expressly stated, all square-footage-based parking and loading standards must be computed on the basis of gross floor area. Storage areas or common areas incidental to the principal use shall be exempt from this measurement when the following conditions are met.

(a) The storage area or common area is a minimum of 250 square feet.

(b) The applicant has provided documentation that such areas will not be used as space for employees, customers, or residents.

(4) Occupancy-based standards. For the purpose of computing parking requirements based on employees, students, residents, or occupants, calculations shall be based on the largest number of persons working on any single shift, the maximum enrollment, or the maximum fire-rated capacity, whichever is applicable and whichever results in the greater number of spaces.

(5) Unlisted uses. Upon receiving a development application for a use not specifically listed in an off-street parking schedule, the Zoning Administrator shall apply the off-street parking standard specified for the listed use that is deemed most similar to the proposed use or require parking spaced in accordance with a parking study prepared by the applicant.

(D) Location of required parking.

(1) On-site parking.

(a) Except as expressly stated in this division (D), all required off-street parking spaces must be located on the same lot as the principal use and shall be arranged and laid out so as to ensure that no parked or maneuvering vehicle will encroach upon a sidewalk, public right-of-way, or property line.

(b) Parking lots in office (O) and commercial (C) districts containing more than ten parking spaces shall be located to the side or rear of the principal structure's front facade or within a courtyard surrounded by a structure on at least three sides.

(2) Off-site parking.

(a) OFF-SITE PARKING is defined as the required parking not located on the parcel which the principal use is located. SHARED PARKING is parking for uses with different

operating hours or peak business periods that share required off-street parking spaces. Shared parking may or may not be off-site parking. Off-site and shared parking are allowed provided they meet the following standards. If any one of the following applicable standards cannot be met, special exception approval shall be required.

(b) A maximum of 50% of the required parking spaces may be off-site, **except for Civic/Institutional Uses that may have a maximum of 75% of the required parking spaces off-site**; however, off-site parking may not be used to satisfy the off-street parking standards for residential uses (except for guest parking), restaurants, convenience stores, or other convenience-oriented uses unless approved as part of a mixed use development. Required parking spaces reserved for persons with disabilities shall not be located off site.

1. Shared or off-site parking must be located within 600 feet from the primary entrance of the use served, unless shuttle bus service is provided to the remote parking area. Shared or off-site parking spaces may not be separated from the use that it serves they serve by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway is provided, or other traffic control or shuttle bus service is provided to the remote parking area.

2. An applicant requesting shared parking shall submit a shared parking analysis to the Zoning Administrator that clearly demonstrates the feasibility of shared parking. The shared parking analysis must be approved by the Zoning Administrator and made available to the public. It must address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces. Approvals will only pertain to the specific uses addressed in the analysis and any change in use(s) will require a new shared parking analysis.

3. Off-site parking areas serving uses located in nonresidential zoning districts must be located in nonresidential zoning districts. Off-site parking areas serving uses located in residential or agricultural zoning districts may be located in residential, agricultural, or nonresidential zoning districts.

4. In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement will be required. An attested copy of the agreement between the owners of record must be submitted to the Zoning Administrator for recording on forms made available in the Planning/Zoning Department. Recording of the agreement with the Register of Mesne Conveyance must take place before issuance of a zoning permit, building permit, or certificate of occupancy for any use to be served by the off-site parking area. An off-site parking agreement may be revoked only if all required off-site parking spaces will be provided in accordance with this section.

5. Shared parking areas must be connected by a continuous network of sidewalks and pedestrian crosswalks.

EXHIBIT C

Table 153.110	Zoning Districts											Condition	
	NRM-25	AG-5	AGR	RSL	RSM	MHS	OR	OG	CN	CC	I		
FINANCIAL SERVICES													
Banks								C	C	C	A	A	§ 153.153
Financial services, including loan or lending services, savings and loan institutions, or stock and bond brokers								C	C	C	A	A	§ 153.153
FOOD SERVICES AND DRINKING PLACES													
Bar or lounge (alcoholic beverages), including taverns, cocktail lounges, or member exclusive bars or lounges										S	S	S	
Catering service	S	S	S	S	S	S		C	C	A	A	A	§ 153.154
Nonalcoholic beverage bars including coffee shops and smoothie bars								S	S	S	S	S	153.154
Restaurant, fast-food, including snack bars										S	S	C	§ 153.135
Restaurant, general, including cafeterias, diners, delicatessens, or full-service restaurants									C	C	C	C	§ 153.135
Sexually oriented business												C	§ 153.138
INFORMATION INDUSTRIES													
Communication services, including radio or television broadcasting studios, news syndicates, film or sound recording studios, telecommunication service centers, or telegraph service offices									S	S	A	A	
Communications towers	C	C							C	C	C	C	§ 153.125
Data processing services									A	A	A	A	
Publishing industries, including newspaper, periodical, book, database, or software publishers								S	A	A	A	A	

The Town of James Island held its regularly scheduled meeting on Thursday, August 18, 2022 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 YouTube Channel.

The following members of Council were present: Boles, Mignano, Milliken, Mullinax, and Mayor Woolsey presided. Also, Niki Grimball, Town Administrator, Merrell Roe, Finance Director, Mark Johnson, PW Director, Bonum S. Wilson, Town Attorney, Deputy Chris King, Island Sheriff's Patrol Deputy Division, Lt. Shawn James, Island Sheriff's Patrol, and Frances Simmons, Town Clerk. A quorum was present to conduct business. This meeting was held in accordance with the Freedom of Information Act and the requirements of the Town of James Island with notification provided to the public.

Opening Exercises: Mayor Woolsey called the meeting to order by offering a prayer followed by the Pledge of Allegiance.

Presentation of Sidewalks Projects Update (JLA Engineering): Laura Cabiness, Civil Engineer, with Johnson, Laschober, and Associates gave an update on the Town's sidewalk projects and the probable costs. Updates included the Dills Bluff Road sidewalk Phases I-III - (\$350,000). Phase IV will pick up at Condon Drive to Ft. Sumter to Harbor View Road (\$446,000). The Regatta Road sidewalk has been designed and is ready for bid (\$250,000). Nabors Drive has been surveyed. This stretch of sidewalk will pick up what is proposed on Regatta Road to behind the shopping center on Nabors Road where a small piece of sidewalk is already constructed before going to Quail Drive (\$470,000). Councilman Milliken asked if there is an estimate on when some of the projects that have been designed and completed would be ready; i.e., Phase III, Seaside Lane to Condon Drive. Ms. Cabiness believed the Town has received the funding through the CTC (Charleston Transportation Committee) but did not have an estimated time it would open. Mayor Woolsey said a report was given on CTC projects at the last JI Intergovernmental Council meeting but staff will contact the County for updates.

Public Comment:

Ryan Wynkoop, 649 Clearview Drive: Mr. Wynkoop spoke regarding the traffic issues in Clearview. He said he missed the last two meetings and wanted an update from Council. He does not know what else can be done to help push this issue. He talked about an incident that occurred a week ago with a speeder that they talked to that the police has on video. Mr. Wynkoop said there are still real safety concerns. It is great to see that the Town is putting in sidewalks and speed humps in other neighborhoods, but they would like to see something done in Clearview.

Jim Boyd, 719 Tennent St.: wanted to reiterate his concerns about Clearview. He was unable to attend the meeting last month because he was out of town but got the notes from the website. He shared a video with Council that he said occurred on August 11th between 11:00 or 11:30 pm. The police has not seen the video because he just got it from a neighbor. He informed Council there were two females in a vehicle that was driven a minimum of 75 miles on a 25-mile per hour speed limit road down Clearview, driving in and out of the subdivision at the same speed. He mentions this because this happens every week. He said the community is asking for a traffic study to be done for traffic calming; i.e., 4-way stops, or speed humps. He said the Town put out a speed sign for 10 days and they still do not know how much it cost Dominion to do that; then it was removed 10 days later. He and someone with him tonight confronted the females by knocking on the car window and asked why she was driving so fast and she said, "*I just need to get my weed*" and screamed {*expletive*} at him. He said police and 9-1-1 has this on a recording. He showed Council on the video the house where the females went where there is a known drug dealer who has been arrested many times which he found after doing a background check on the resident. Mr. Boyd said since they started this process they have been talking to neighbors and trying to do everything they can to prove their point. They understand that the Town shut it down last month but he could not attend the meeting to make their point. He stated that all they are asking is for a traffic study to be done and at this point they are

not asking for that because a traffic study was done in 2019 and why would Council pay another \$8,500 to have another done. He said it was approved by the entire neighborhood and the Town didn't do it. He mentioned at the meeting two months ago that Mark Johnson, Public Works, said the traffic data warranted further study. He stated that everyone at that meeting heard it. Half of those residents in attendance tonight were there, yet it was not approved the next month. He said they are asking for something to be done, i.e., stop signs, stating that he doesn't care if you have to stop every three seconds, they are just trying to watch out for their kids and families.

Ryan Shearer – said he reiterates the comments made by Mr. Boyd. He was there with Mr. Boyd during the incident with the female driver, and it was troubling that somebody was speeding so much to get weed. He understands that you can get weed wherever, but why do you need to go that fast down the same road and not have any repercussions. He said a traffic study is needed and begged the Mayor because this is out of control.

Consent Agenda:

Minutes of July 21, Regular Town Council Meeting: Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax, and passed unanimously.

Information Reports:

Finance Report: Merrell Roe, Finance Director gave an overview of the written report. She noted an error under Codes & Safety - benefits, taxes, and fees, should be \$5,545. Hospitality, the first installment was made to Lowcountry Local First, \$4,500. Councilman Milliken asked where the matching funds for the Oak Point Sewer Project would be in the budget and Mayor Woolsey said under Capital Projects. Staff will look into the category assigned in the budget and provide the information to Council after the meeting.

Town Administrator's Report: Niki Grimball, Town Administrator gave an overview of the written report. Staff has been in contact with three companies to provide quotes and plans for audio/visual solutions in Council Chambers and hopes to bring a recommendation to Council in September or October. She provided an update on the solar panel installation project at Town Hall which is in the permitting process with County Building Inspections. Approval is expected soon. Additional quotes are being accepted for moving the electrical meter at the James Island Arts & Cultural Center (JIACC) in order to begin working on the solar panel installation at that site.

Ms. Grimball continued her report about happenings at the JIACC - Caroline Self received a grant through the City of Charleston for advertising the Center in hospitality related publications. A watercolor painting of the Center painted by Betty McMichael, one of the art students, will be used in the advertising methods, which was on display at the meeting. A new sculpture is on display at the JIACC donated by Blaine Steiner. Ms. Steiner is a recent Master of Fine Arts graduate from Tulane University. Her family lives on James Island so she thought the Center would be a great home for the sculpture called "Speaking Color" which is made of glass and metal. The sculpture was a part of several art shows across the country. A small slab will be constructed to help secure it in place.

Public Works Report: Mark Johnson, Public Works Director gave an overview of the written report. He informed Council that the purpose of the Small Cities and Rural Communities Committee (sponsored by the American Public Works Assn). is where public works officials from small cities and rural communities around the nation gather to discuss common issues and ways to solve them.

Councilman Milliken asked what the impact might be to the grand trees with the proposed round about on Ft. Johnson and Camp, and Mr. Johnson said very minimal and believes there are only one or two that need

to come out, opposed to six or eight in the other plan. Some trimmings will be done by Dominion. Councilman Milliken asked impacts to the Stone Post neighborhood entrance gateway. Mr. Johnson said those will have to be moved back. Councilman Milliken asked if they would remain roughly in the same position, i.e., the way they are shaped and Mr. Johnson said this is being discussed and perhaps they would be smaller. He said they are not the originals, and perhaps have been done at least three times over the last ten years. Councilman Milliken complimented Mark Johnson and Matt Fountain on the presentation they gave for the MASC annual meeting tour at Town Hall. Ms. Grimball announced the date for the next JI Intergovernmental Council meeting on September 28 at 7:00 p.m. at Town Hall. She added to the Public Works Report that in staff's discussions about moving the posts at the Stone Post entrance, and it was suggested that it would be nice if the community could have a visual or a rendering to show what the revised entrance post might look like and where the posts might be located. Councilman Milliken agreed that would be good to do.

Mayor Woolsey asked Mr. Johnson if he put the Town's radar sign out on Tennent Street and he said yes, in two different places and had complaints from both residents that did not want them there. The complaints were that they could not get their boats in or the sign was in front of their house. He said for the moment it is not out and a better location will be sought on where to put them. Mr. Johnson said to keep in mind that it is a temporary radar sign. Mayor Woolsey asked what the cost was for doing this and Mr. Johnson answered there was no cost as the equipment is owned by the Town.

Island Sheriffs Patrol Report: Lt. James reported a successful National Night Out event on August 2nd. An updated crime report was shared with Council on a homicide that took place on August 11 behind the Walmart store. Lt. James complimented Deputy Keon Johnson in his duty by helping to apprehend the suspect. Mayor Woolsey asked how many law enforcement officers work in the Town of James Island and Lt. James answered 31.

Requests for Approval by Staff:

Dills Bluff Phase IV Sidewalk: Ms. Grimball requested approval to fund the full engineering design by Johnson, Laschober Associates (JLA) for Phase IV. This portion of sidewalk is from Condon Drive to Fort Sumter Drive and then along Fort Sumter to the terminus at Harbor View Road @\$39,000. *Councilman Milliken was recused because he lives on Ft. Sumter Drive - [Milliken Recusal](#).* Motion to approve was made by Councilman Mullinax, seconded by Councilman Boles. Passed.

Stone Post/Oceanview Drainage Improvements Projects: Ms. Grimball requested approval to change the original scope and fee to include bidding and construction phase assistance from Thomas & Hutton @\$33,500. Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax.

Councilwoman Mignano said as she was reading through this she wondered if the \$19,500 was not the actual construction cost but the maintenance cost and Ms. Grimball said it is for oversight of the project, attending meetings, and checking on-site work. Councilwoman Mignano asked the length of the phase and Ms. Grimball answered roughly one year. Councilwoman Mignano asked if accessibility construction, compliance, landscaping, and landscape buffers would be an additional costs and Ms. Grimball answered yes. Further, is this typical and Ms. Grimball said yes, it is for what the Town has asked them to do through these initial processes so everything is in order but we could ask for additional assistance where other exclusions were listed in the contract. The Town may request additional services at a later point if needed. Mayor Woolsey added the things that Councilwoman Mignano mentioned would be designed and constructed by the contractor once selected, so the engineering firm (Thomas & Hutton) would not be doing things like landscape design unless the Town requested them to. He noted that if the Town decided to pursue these other types of tasks by Thomas & Hutton, they would be brought back to Council for approval. Motion passed unanimously.

Landscaping Services Cost Modifications: Ms. Grimball presented a spreadsheet with increased rates from Heart Pine Landscapes. Heart Pine wrote a letter to the Town explaining that they have had to increase their rates due to COVID, supply disruptions, fuel price increase and labor. These events have made it necessary to adjust pricing to their consumers. Ms. Grimball explained the spreadsheet she provided, which showed the previous amount per task the Town paid for its landscape services @ \$4,635 per month and the new amount @ \$5,625 a month, an increase of \$990/month. Motion to approve was made by Councilman Boles, seconded by Councilman Mullinax. Councilman Milliken said consideration should be given to have the Town to do its own groundskeeping services the next time we go through the budget process. Mayor Woolsey said that he and the Town Administrator are already looking into this and the possibility of adding a staff. Any consideration would come before Council. Motion passed unanimously.

Town Hall Copier Contract: Ms. Grimball presented for approval a copier proposal from Carolina Business Equipment for the Town Hall. This is a different company from the previous one the Town used because of better copy costs. The pricing strategy is less and color copies are based on a tiered system. The contract is five (5) years. Motion to approve was made by Councilman Milliken, seconded by Councilman Mullinax. Councilwoman Mignano was informed that this is not the same copier company that was presented in the Town Administrator's report where a cost to provide a copier at the JIACC was provided for information. Motion passed unanimously.

VC3 Information Technology Services Contract Renewal: Ms. Grimball presented the renewal contract from VC3 for the Town's information and technology services. The cost is \$3,471 per month for 36- months noting that due to consolidation of commercial services within Office 365, that the monthly price was reduced by \$200. Motion to approve was made by Councilwoman Mignano, seconded by Councilman Mullinax. Motion passed unanimously.

679 Highwood Circle Drainage Box Repair: Mr. Johnson presented for approval the repair of a drainage box at 679 Highwood Circle @\$7,309 by Charleston County Public Works. Motion to approve by Councilman Milliken, seconded by Councilwoman Mignano. Motion passed unanimously.

Action Items:

Request to Approve \$444,000 Town Contribution to JIPSD's Grant Application to South Carolina Infrastructure Investment Program (SCIIP) to Fund Sewer Expansion on Julian Clark, Up the Hill Road, and Oak Point Drive: Ms. Grimball reported that this is another multi-jurisdictional grant opportunity that the JI PSD is heading for the community. She explained the way the cost was calculated is that the Town's portion in these neighborhoods equated to 174 septic tanks which equals 81.31% of the total coverage that would be in the project area, which is how the calculation was equated to \$444,000 of the total cost. Ms. Grimball noted that ARPA funds (American Rescue Plan Act) could be used towards the match because there are no stipulations restricting the use of the funds on another federally funded grant. Dave Schaffer, JIPSD Manager, is present to answer questions from Council. Mayor Woolsey moved for approval, seconded by Councilman Mullinax.

Councilman Milliken asked if any public engagement had been done, including directly contacting the people that will be moved from septic to sewer. Mr. Schaffer stated that they have to apply by September 12 and the Rural Infrastructure Authority (RIA) has promised to get back to them by the first quarter of 2023 for the selected projects. He said they will know by the end of March if they get the 85% of the \$10 million. To put this in perspective, he said this is a very competitive grant and North Carolina had a similar program where they had \$900 million pushed down from the feds through ARPA but they received \$4.4 billion worth of requests to fund \$900 million so that's what the RIA expects. He said what this project really has going for them, and the difference between the last time he came before Council, is that the JIPSD District received a \$1 million earmark in the state's budget. He said Rep. Spencer Wetmore fought hard to get the \$1 million earmark that constitutes the majority of the local match. He said the \$1 million accounts

for the state budget that can be used towards the local match and they have to come up with the \$500,000 and that is how it details down. He will be going to CWS (Charleston Water System) on August 30 to ask for that portion of the local match and then to the PSD Commission next Monday night to ask for the \$18,000. He does not see any resistance either way. He has spoken with CWS and as he sat here, he received a letter of support from Charleston County and he has a letter of support from Charleston Waterkeeper and the stakeholders from the James Island Creek Taskforce that they all thought would be a fantastic opportunity for them to put \$500,000 into local match to be able to turn around and have a \$10.3 million project to get the 199 septic tanks adjacent to the creek on public sewer.

Councilman Milliken said that sounds very positive but again, asked if the public had been engaged. He asked if they received notice that they might be going onto sewer and Mr. Schaffer said not until the funding is secured. He said they have been trying since last fall with the RIA and got turned down for the \$500,000 and went through SCDHEC after the 319 Funding that did not come through. The \$1 million earmark is the first milestone towards securing the funding to be able to do that. Councilman Milliken said that is a positive step and with all of the monies put together, will that be adequate to take care of the septic tanks as they are programmed for, or will additional monies be necessary to improve the infrastructure to get everything to where it needs to go. Mr. Schaffer said in the \$10.3 million budget for the project it is all encompassing so it is everything. He said a pump station is included within that.

Councilwoman Mignano asked if the people get moved to sewer what happens to their septic tanks. Mr. Schaffer responded that as a part of the project, the interior plumbing of each one of the properties would have to be connected to the low pressure system and abandon the septic tank. As a part of the abandoning process, the septic tank is pumped out and would be included in the project scope and funding.

Councilman Boles asked about the matching funds discussed by Mr. Schaffer when he met before Council in June. Mr. Schaffer answered that when he met with Council before he asked for \$320,000 that was specifically for Oak Point and this \$444,000 request is for the entirety of those communities: Oak Point Rd., Up the Hill, and Julian Clark. Mayor Woolsey asked what happens if the grant fails and Mr. Schaffer answered that they would continue to seek other fundings sources. He commented about several legislators in Columbia working to get the million dollar earmark besides Representative Spencer Wetmore. Representative Leon Stavrinakis and Senators Chip Campsen, Sandy Senn, Margie Bright-Matthews and Kyle Michelle, (PSD lobbyist) is working to get a letter signed from legislatures to send to the RIA as a part of the SCIIP application, in addition to the City of Charleston, Charleston Waterkeeper, Charleston County, the Town of James Island, and the stakeholders for the James Island Creek Taskforce, so there is a lot of support for this project and because it is earmarked for \$1 million they want to see it parlayed into a reality.

Mayor Woolsey asked if the project is successful will there be public meetings to explain this to the residents, to which Mr. Schaffer said absolutely, CWS would be a part of that as well as the City of Charleston to engage the residents because these are multi-jurisdictional neighborhoods and explain why this is being done. Councilwoman Mignano asked if the owners would be responsible for pumping out their sewer and Mr. Schaffer said no, that would be a part of the abandoning process. Passed unanimously.

Committee Reports:

Land Use Committee: Councilwoman Mignano announced that the Planning Commission met on August 11th and discussed proposed amendments to the ZLDR for off-site parking. The BZA met on August 17th and denied KFC's application for a Special Exception for a fast-food restaurant.

Nomination to the Planning Commission: Councilman Boles stated that Ed Steers is desirous to continue to serve on the Board. Councilman Boles moved for the reappointment of Ed Steers to serve on the Planning Commission for a 4-year term, seconded by Councilwoman Mignano. Passed unanimously.

Environment and Beautification Committee: Councilman Milliken announced that James Island Pride met today to set dates and goals. Saturday, August 20, Stan Kozikowski is having a Helping Hands event. Helping Hands is a group of volunteers that clean the yards of citizens that cannot do so. Volunteers are asked to meet at Pinckney Park at 9:00 a.m. for assignment and supplies. Anyone interested in volunteering should see Councilman Milliken for dates for the remainder of the year. Next event is October 24. Councilman Milliken encouraged groups and club interested in volunteering to contact Stan Kozikowski (860) 847-0544. The James Island Pride Adopt-a-Highway event will be held on Saturday, September 10. This will be an island wide clean up. Meet at Town Hall at 9:00 a.m. for assignments. Councilman Milliken thanked the staff for advertising the Nominations for Community Hero Award.

Children's Committee: No report.

Public Safety: Councilman Mullinax brought forth the nomination of William Horsley (representing Farmington s/d) to serve on the Neighborhood Council. Councilman Milliken seconded. Passed unanimously.

History Committee: No report.

Rethink Folly Road: Next meeting is scheduled for Wednesday, August 24 @ 3:30 p.m. on Zoom.

Drainage Committee: Councilman Mullinax announced that the Drainage Committee will meet on Wednesday, August 24 @ 3 p.m. at Town Hall.

Business Development Committee: No report.

Trees Advisory Committee: Councilman Milliken announced that the committee met on August 9th to make plans for the upcoming Arbor Day event. August is Asian Longhorned Beetle month. He thanked staff for advertising information on the longhorned beetle that poses a threat to trees. Residents were urged to check their trees regularly for signs of the beetle. Report sightings to 1-866-702-9932 and for further information.

James Island Intergovernmental Council: Mayor Woolsey announced the next meeting on Wednesday September 28, 7:00 p.m. at Town Hall. The call for agenda items should go out soon.

Proclamations and Resolutions:

Resolution #2022-14: Exercise of Eminent Domain to Acquire Title to or Interest in Real Estate Property for the Purpose of the Greenhill Drainage Improvement Project: Ms. Grimball reported that this is the last parcel needed to acquire easement for the Greenhill Drainage Improvement Project. The firm the staff has been working with has been trying to resolve this matter for a few years and an agreement has not been reached so the Town is exercising its option through eminent domain to move the project to the next phase. Motion to approve by Councilman Milliken, seconded by Councilwoman Mignano. Councilman Boles asked the cost and Ms. Grimball replied that legal fees on average is \$3,000 -\$5,000 and the offer was for \$2,090. Councilman Milliken said this has been going on for some time; before he came on Council. Mayor Woolsey added that the project cannot proceed without this parcel. Motion Passed unanimously.

Ordinances up for First Reading: None.

Ordinances up for Second/Final Reading: None.

Old Business: None.

New Business: None.

Executive Session: Mayor Woolsey moved to enter into an executive session in accordance with 30-4-70(a) Code of Laws of South Carolina for discussion of contractual matters, Councilman Milliken seconded. Motion carried and Council entered at 8:03 p.m.

Return to Regular Session: Council returned to regular session at 8:15 p.m. Mayor Woolsey announced that no votes were taken during the executive session.

Announcements/Closing Comments: None.

Adjourn: There being no further business to come before the body, the meeting adjourned at 8:16 p.m.

Respectfully submitted,

Frances Simmons
Town Clerk

Abstention from Voting
Dills Bluff Phase IV Sidewalk
(JLA Engineering)
Request to Approve Funding for Full Engineering Design
Town of James Island
August 18, 2022

I will be abstaining from the James Island Town Council vote on the above-referenced matter on August 18, 2022 due to the fact that I own property at 762 Fort Sumter Drive, James Island, SC 29412 (TMS # 4260700054).

Signed:



Date:

8.18.22

Town of James Island

% FY Complete 17%

Monthly Budget Report

Fiscal Year 2022-23

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

GENERAL FUND REVENUE

Accommodations Tax									-	50,000	
Brokers & Insurance Tax									-	870,000	
Building Permit Fees									-	15,000	
Business Licenses	2,095	49,260							51,356	380,000	
Contributions/Donations-Park									-		
Grant Reimbursement									-	25,000	
Franchise Fees	137,406								137,406	332,500	
Interest Income									-	500	
Alcohol Licenses -LOP									-	10,000	
Local Assessment Fees									-	2,500	
Local Option Sales Tax (PTCF)									-	1,270,000	
Local Option Sales Tax (rev)									-	530,000	
Miscellaneous									-	500	
Planning & Zoning Fees	1,000	1,241							2,241	15,000	
State Aid to Subdivisions									-	272,350	
Telecommunications									-	17,000	
Homestead Exemption Tax Receipts									-	50,000	
Facility Rentals	456	1,060							1,516	5,400	
Stormwater Fees	400	600							1,000		
ARP Allocation										1,864,631	
	141,358	51,561	-	-	-	-	-	-	Total	193,519	5,710,381
									% of Budget		3%

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

ADMINISTRATION

Salaries	23,277	23,162							46,439	320,000
Benefits, Taxes & Fees	9,424	9,508							18,932	130,000
Copier	12	337							348	5,500
Supplies	151	272							423	5,000
Postage		214							214	6,000
Information Services	472	3,635							4,107	72,000
MASC Membership									-	5,500
Insurance	17,801								17,801	50,569
Lobbying Services	2,000	2,000							4,000	
Legal & Professional Services									-	80,000
Town Codification									-	1,400
Advertising									-	3,500
Audit									-	12,500
Mileage Reimbursement		26							26	800
Employee Screening	175								175	
Employee Training & Wellness	270	99							369	3,800
Dues and Subscriptions		85							85	1,500
Training & Travel									-	2,000
Grant Writing Services									-	16,000
Employee Appreciation	47								47	800
Mobile Devices	34	114							148	2,100
Credit card (Square)	137	149							286	
Bank Charges (Payroll Expenses)	301	415							715	2,000
	54,100	40,016	-	-	-	-	-	Total	94,116	720,969
								% of Budget		13%

1st Quarter

2nd Quarter

3rd Quarter

4th Quarter

July

August

September

October

November

December

January

June

TOTAL

BUDGET

ELECTED OFFICIALS

Salaries	3,769	3,769								7,538	50,000
Benefit, Taxes & Fees	4,384	4,403								8,787	60,000
Mayor Expense										-	1,000
Council Expense										-	2,000
Mobile Devices	38	38								76	500
	8,191	8,210	-	-	-	-	-	-	Total	16,401	113,500
									% of Budget		14%

GENERAL OPERATIONS

Salaries	23,152	23,062								46,213	366,766
Benefits, Taxes & Fees	8,688	8,810								17,498	134,593
										63,711	501,359
									% of Budget		13%

PLANNING

Supplies										-	600
Advertising	38									38	1,500
Mileage Reimbursement										-	200
Dues and Subscriptions										-	715
Training & Travel										-	1,000
Mobile Devices										-	660
Equipment/Software	324	199								524	2,160
Uniform / PPE										-	500
Planning Commission		150								150	4,000
Board of Zoning Appeals		1,560								1,560	4,000
	362	1,909	-	-	-	-	-	-	Total	2,272	15,335
									% of Budget		15%

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

BUILDING SERVICES

County Contract Building Permit Tech									-	60,000
Community Outreach									-	250
	-	-	-	-	-	-	-	-	Total	60,250
									% of Budget	

PUBLIC WORKS

Mileage Reimbursement									-	300
Training & Travel		280							280	1,925
Public Outreach									-	500
Projects	183	773							956	180,000
Signage									-	8,000
Mobile Devices		39							39	1,080
Uniform / PPE									-	700
Supplies	106	467							573	8,000
Emergency Management	892	892							1,783	20,000
Dues and Subscriptions		232							232	425
Asset Management	37								37	45,000
Tree Maintenance and Care									-	20,000
Groundskeeping	4,292	305							4,596	70,000
	5,510	2,987	-	-	-	-	-	-	Total	355,930
									% of Budget	2%

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

CODES & SAFETY

Mileage Reimbursement									-	100
Equipment									-	900
Radio Contract		1,596							1,596	3,500
Training									-	500
Supplies		960							960	250
Uniform / PPE									-	250
Unsafe Buildings Demolition									-	10,000
Overgrown Lot Clearing									-	2,000
Animal Control									-	3,000
Crime Watch Materials									-	250
Mobile Devices									-	360
Membership/Dues									-	250
	-	2,556	-	-	-	-	-	-	Total	2,556
									% of Budget	12%

ISLAND SHERIFF'S PATROL

ISP Dedicated Officer Annual Expense									-	\$ 129,660
ISP Programs & Supplies	59	800							859	\$ 15,000
ISP Salaries	19,788	18,630							38,418	\$ 173,852
Benefits, Taxes & Fees-ISP	5,543	5,298							10,841	\$ 42,758
			-	-	-	-	-	-	Total	50,118
									% of Budget	14%

PARKS & RECREATION

JIRC Contribution									-	4,750
Park Maintenance	525	398							923	12,000
Special Events									-	5,000
Youth Sports Program									-	14,725
		398	-	-	-	-	-	-	Total	923
									% of Budget	3%

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

FACILITIES & EQUIPMENT

Utilities		2,775							2,775	44,100
Santee Str. Public Parking Lot										
Security Monitoring		76							76	1,000
Janitorial	1,350	1,350							2,700	7,920
Equipment / Furniture									-	5,700
Facilities Maintenance	345	1,750							2,095	6,500
Vehicle Maintenance Expense		348							348	10,000
Fees and Taxes									-	
Generator Maintenance									-	2,410
Street Lights		12,214							12,214	161,700
	1,695	18,513	-	-	-	-	-	-	Total	20,208
									% of Budget	8%

COMMUNITY SERVICES

Repair Care Program										-	35,000
Drainage Council										-	500
History Council										-	3,780
Neighborhood Council										-	3,750
James Island Arts Council										-	3,500
Business Development Council										-	3,500
James Island Pride										-	3,500
Helping Hands										-	500
Tree Council										-	3,500
Community Tutoring Programs											12,500
Community Service Contributions										-	50,000
			-	-	-	-	-	-	Total	-	120,030
									% of Budget		0%

1st Quarter			2nd Quarter			3rd Quarter	4th Quarter
July	August	September	October	November	December	January	June

TOTAL BUDGET

CAPITAL PROJECTS

<u>INFRASTRUCTURE</u>								-	
Dills Bluff Sidewalk Phase III								-	174,570
Dills Bluff Sidewalk, Phase IV								-	45,000
Regatta Road Sidewalk								-	125,000
Camp and Riverland Sidewalk (match)									100,000
Town Hall Solar Panels								-	68,200
Capital Improvement Projects								-	
Secessionville to Ft. Johnson Sidewalk Connector								-	13,000
Honey Hill Road Paving									58,800
Nabors Phase I								-	52,400
Underground Power Lines								-	220,000
Traffic Calming Projects		64						64	50,000
Septic Tank Testing	900	2350						3,250	100,000
James Island Creek Septic and Sewer Projects								-	1,854,630
								Total	64
								% of Budget	0%
<u>Capital Equipment</u>									
Audio Visual Upgrades	382							382	70,000
ISP Dedicated Officer Initial Expenses									67,500
Public Works Equipment								-	50,000
<u>PARK IMPROVEMENTS</u>									
Dock Street Park									50,000
Pinckney Park								-	
Park Projects								-	50,000
<u>DRAINAGE PROJECTS</u>									
Greenhill/Honey Hill Drainage Phase I-II								-	261,000
Lighthouse Pt. Sdwalk & Drainage Phase 1								-	
Oceanview Stonepost Drainage Basin -I-II								-	417,000
Drainage Outflow Valve Devices								-	48,000
Drainage Improvement Projects								-	100,000
James Island Creek Basin Drainage Improvements								-	145,300
Highwood Circle Drainage Improvements								-	14,500
Quail Run Drainage Improvements								-	66,000
	1,282	2,414	0	0	0	0	0	Total	3,759
								% of Budget	0%

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

HOSPITALITY TAX

Hospitality Tax Revenue	57,100							57,100	655,000
Hospitality Tax Transfer In								-	
TOTAL								57,100	655,000

9%

GENERAL

The Town Market								-	2,000
Rethink Folly Phase I-III, Staff Cost-Sharing								-	20,000
Santee Street Public Parking Lot	15,000							15,000	33,100
James Island Arts & Cultural Center Ops	7,024	9,903						16,927	145,000
Promotional Grants								-	15,000
Public Safety of Tourism Areas	8,463	8,243						16,706	129,757
Camp and Folly Landscaping Maintenance	350							350	10,000
Entrepreneur and Small Business Support	4,500							4,500	72,300
Guide to Historic James Island									5,000
Brantley Park OPS	275							275	2,050
Community Events		2,000						2,000	5,000
Total Non-Capital Expense	35,612							55,758	439,207

Total
% of Budget

13%

PROJECTS

Camp/Folly Bus Shelter								-	25,000
Rethink Folly Road Phase 1								-	400,000
Wayfinding Signage								-	35,000
Folly Road Beautification								-	10,000
Brantley Park								-	171,800
James Island Arts & Cultural Center	1,950	2,650						4,600	175,000
James Island Arts and Cultural Center Solar Panels								-	75,550
Historic Ft. Johnson								-	100,000
Decorative Banners								-	15,000
Park Projects								-	20,000
ISP Dedicated Officer Initial Expense									22,500
Intersection Improvement at Camp/Dills Bluff								-	
1248 Camp Center-Civil & Landscape								-	
Folly Road Multi Use Path Wilton-Ft. Johnson								-	
Other Tourism-Related Projects								-	50,000

Total

1,099,850

73,174

22,796

-

-

-

-

-

-

- % of Budget

60,358

5%

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

TREE MITIGATION FUND

Tree Mitigation revenue									9,488	500
Tree Mitigation expense									-	1,200
	-	-	-	-	-	-	-	-		
Total									9,488	

JIPSD FIRE & SOLID WASTE SERVICES

JIPSD Tax Relief	105,833	105,833							211,666	1,270,000
Auditor Expense									-	1,000
Total									211,666	1,271,000
									% of Budget	17%

American Rescue Plan

	21/22 Actual			
Beginning Balance		1,679,737	1,678,837	
Revenue	1,854,631			
Expense	174,897	900	2,414	-
Ending Balance	1,679,734	1,678,837	1,676,423	

ADMIN NOTES

- 1) Staff has received two quotes for AV upgrades in Council Chambers. We are still awaiting two additional quotes before bringing to Council for consideration.
- 2) We received permitting approval from the US Army Corp of Engineers for the Highwood/Woodhaven drainage project. The consultant has also provided a bid packet that we anticipate will close on October 6th.
- 3) We met on site with Signature Signs to look at options for event signage at the JIACC. The plan is to add a banner sign pole that can be easily mounted and dismounted from the existing Center signage as needed. The banners can be ordered inexpensively and with a quick turnaround, while provide an attractive and noticeable advertisement.
- 4) The Town received a South Carolina Park and Recreation Development Fund Grant (PARD) for Dock Street Park ADA improvements planning. The grant amount is for \$5,191.63 with a local match requirement of \$1,297.91.
- 5) The Town's Community Assistance Grant application cycle is now open through September 30th. Requests will be presented at the October 20th Council meeting, and awarded at the November 17th Council meeting.

Code Enforcement Cases

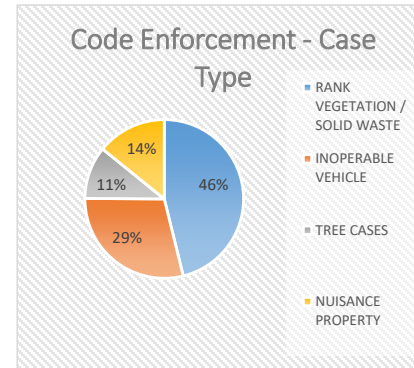
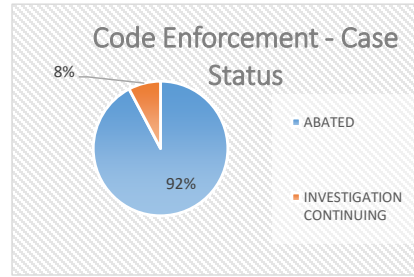
TOTAL CASES	853
ABATED	787
INVESTIGATION CONTINUING	66
RANK VEGETATION / SOLID WASTE	228
INOPERABLE VEHICLE	143
TREE CASES	53
NUISANCE PROPERTY	70

*11 new cases in August

James Island Arts and Cultural Center

Continuing classes : knitting group, watercolor group, area artist exhibits, summer camp classes, private art tutoring, princess parties, History Council, Palmetto Youth Choir practices.

Featured/new events at the Center : Carolina shag lessons, book signing with Janie Williams Rouse, author of "Two Timer," Jazz Night with Jenna Newman, Lowcountry Local First Business Academy.

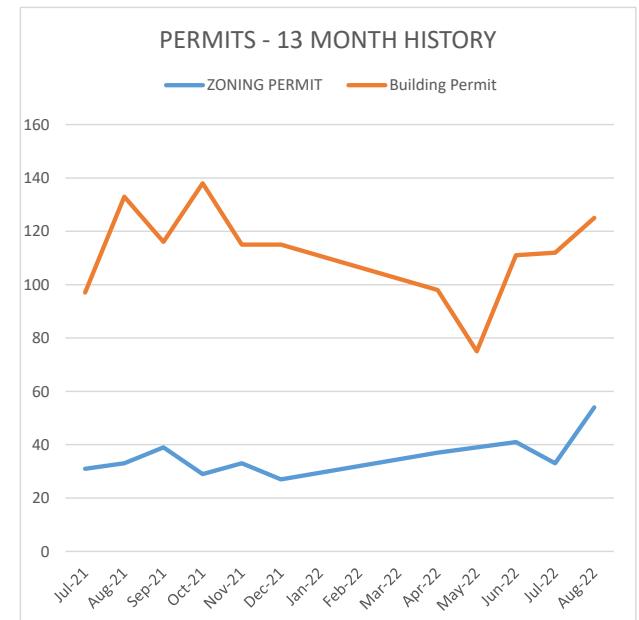


PERMIT TYPE	Aug-22
ACCESSORY STRUCTURE	-
CLEARING & GRUBBING	#VALUE!
DEMOLITION PERMIT	3
EXEMPT PLATS	-
FIREWORK STAND	-
HOME OCCUPATION	9
LIMITED SITE PLAN REVIEW	1
NON-EXEMPT PLAT	4
PD AMENDMENT (REZONING)	-
RESIDENTIAL ZONING	14
REZONING	-
SPR	1
SIGN PERMIT	1
SITE PLAN REVIEW	-
SPECIAL EVENT	1
SPECIAL EXCEPTION	-
TEMPORARY ZONING	2
TREE REMOVAL	12
TREE TRIMMING	-
VARIANCE	-
ZONING PERMIT	6
TOTAL	54

PUBLIC WORKS NOTES

- 1) There were 11 new requests for service in August. 6 were drainage related. Staff has responded to all requests.
- 2) Staff held the monthly meeting of stormwater managers.
- 3) Staff assisted with National Night Out.
- 4) Staff had traffic counter on Yorktown and Pauline in August. Deputies also gathered traffic data on these roads and Julian Clark. Traffic studies will continue on these roads into September.
- 5) Staff assisted residents with stormwater BMP's (Best Management Practices)
- 6) Staff facilitated an Eagle Scout Project at Brantley Park.
- 7) Staff participated in pre-construction meeting for the Trident Healthcare ER on Folly Road.
- 8) Staff participated in the Drainage Committee Meeting.
- 9) Staff participated in the Charleston Regional Hazard Mitigation Plan final update meeting.
- 10) Staff assisted with planning for adding a marsh cleanup component to upcoming litter pick up events.
- 11) Staff attended the Third Quarter SCASM (South Carolina Association of Stormwater Managers) meeting in Columbia. The Public Works Director for the Town of James Island is the new President of this organization until 2024.
- 12) Staff did some vegetative maintenance and filled 4 potholes in August.

BUILDING PERMITS ISSUED AUGUST 2022: 125





ADMINISTRATOR'S REPORT TO COUNCIL

Date:

Topic: Charleston Regional Hazard Mitigation Plan Update

Information Provided By:

Approval Provided by:

Approved for Distribution by County Administrator:

Report: The Charleston Regional Hazard Mitigation Plan is supported by the Building Inspection Services Department and yearly updates are approved by the plan's thirty-one committee members. This plan is required by the Federal Emergency Management Agency (FEMA) in order to receive disaster funding and reimbursement, as well as federal mitigation grants. For additional Community Rating System credits, these yearly updates are required to be distributed to County Council. The summary of changes for the 2022-2023 plan are as follows. The full plan is posted online and available for viewing in the Building Inspection Services office. If you have questions please contact Building Inspection Services at 843-202-6943.

Summary of Changes Made to the Charleston Regional Hazard Mitigation Plan for 2022-2023 Update:

Table of Contents

- Updated year 2021 to 2022
- Updated page numbers

Section 1: Introduction

- Community Profile (1.2): Generally updated tables and statistics
 - Figures 1.1, 1.2, 1.3

Section 2: Goals

- No updates

Section 3: Planning Process

- Planning Process Summary (3.6): Added the most recent public meetings about the Plan.
- Updated Tables 3-B, 3-C, and 3-D
- Table 3-E will be updated throughout the year as entities adopt the 2019 FEMA-approved plan.

Section 4: Hazard Assessment

- Updated the table of all hazard events occurring in 2021-2022.
- Updated Flood Prone Areas of Charleston County

- Updated Historical Occurrences for sections 4.2-4.15, where applicable.
- Pandemics (4.16):
 - Updated to include the most recent COVID-19 data
- Updated Table 4.2 Summary of Hazard Extent

Section 5: Problem Assessment

- Updated Table 5-1-16; Anticipated Future Development Trends within the Charleston Region
- Updated all jurisdictions for each hazard listed
 - This may include flood prone areas, historical occurrences, probability, location, problem statements, repetitive loss areas, vulnerabilities (including buildings, infrastructure and critical facilities), higher regulatory standards, population trends, economic impact and SFHA information.

Section 6: Possible Activities

- Updated Table 6-C Drainage Improvement Projects

Section 7: Adopting Resolution and Jurisdiction-Specific Action Plans

- Updated Action Plans for 2022-2023
- Updated Adopting Resolutions for the jurisdictions who formally readopted the plan in 2022.

Section 8: Appendices

- Updated Table 1: Designated Members of the Committee
- Updated Table 3: Other Participating Partners of the Committee
- Updated Table 4: Site-Built Structures Valuation Per Jurisdiction
- Updated Table 5: Percentages of Homes within SFHA's per Jurisdiction
- Updated Table 6: Flood Insurance Coverage by Jurisdiction
- Updated text associated with Table 6 (Flood Insurance Coverage Assessment)
- Updated the number of repetitive loss properties for Unincorporated Charleston County
- Updated Table 8: Outreach Projects to include new outreach projects from the past year as well as upcoming outreach projects planned for 2022-2023.
- Updated Table 9: Coverage Improvement Plan Implementation Projects
- Updated Table 10: Direct Contact Offering Flood Protection Assistance and Promoting Flood Insurance
- (A.4) Updated the Participation Table for jurisdictions
- (A.6) Previous Yearly Meeting Minutes 2021-2022: Added the meeting minutes for this year's meetings.
- CRHMP Summary of Changes 2022 (A.7): Added the summary of changes for this plan.
- (A.9) Complete Hazard Histories: Updated hazard histories for each hazard.

Contact Points:

Anna Kimelblatt **843-202-6943**
Sean Dove **843-202-6969**

COASTAL CAPITAL LEASING

PO BOX 824018
PHILADELPHIA, PA 19182-4018

Full Buyout with Equipment Purchase

Quote Effective Date: August 22, 2022

To:
DOCUSYSTEMS, INC.
1372 DIVIDEND LOOP
ID N418
MYRTLE BEACH, SC 29577-1867

From: Jenna Cassidy
COASTAL CAPITAL LEASING
1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087-1453

Customer Information

TOWN OF JAMES ISLAND
ATTN AP
PO BOX 12240
CHARLESTON, SC 294222240

Contract: 25459826
Account Number: 1162497
Equipment: SEE ATTACHED
Quote Number: 16863313

Per your request, the Net Full Buyout with Equipment Purchase payment due on the above contract is:

Net Buyout with equipment purchase payment Due Lessor

\$2,938.80

This Buyout payment is due upon receipt of this invoice. Ownership to the equipment will pass upon our receipt of the Buyout amount. This Buyout quote is void if payment is not received by September 21, 2022.

Please include the lower portion of this invoice with your remittance. Your check should be made payable to COASTAL CAPITAL LEASING and mailed to PO BOX 824018 PHILADELPHIA, PA 19182-4018. If you have any questions, please call Jenna Cassidy at 866-641-4762.

Thank you for allowing us to serve you.

Keep upper portion for your records - Please return the lower part with your payment

Remittance Section

COASTAL CAPITAL LEASING

Quote No.	Contract Number	Due Date
16863313	25459826	09/21/2022
Total Due		Amount Enclosed
\$2,938.80		\$

TOWN OF JAMES ISLAND
ATTN AP
PO BOX 12240
CHARLESTON, SC 294222240

Please make check payable to
COASTAL CAPITAL LEASING
PO BOX 824018
PHILADELPHIA, PA 19182-4018



COASTAL CAPITAL LEASING

PO BOX 824018
PHILADELPHIA, PA 19182-4018

Equipment Schedule for the Full Buyout with Equipment Purchase

To:
TOWN OF JAMES ISLAND
ATTN AP
PO BOX 12240
CHARLESTON, SC 294222240

From:
COASTAL CAPITAL LEASING
1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087-1453

The Buyout in the amount of \$2,938.80 dated August 23, 2022 for Contract Number 25459826 with TOWN OF JAMES ISLAND only applies to the equipment listed below:

Make	Model	Serial Number
KONMIN	BHC368	A7PU011021831



Name	Town of James Island
Date	9/1/2022
PO/WO #	JICCMR

Description of Job:

Relocation of meter box. AC disconnect, to be installed on new racking. Running wire from existing service to new pull box at base of new electrical pole.

Breakdown

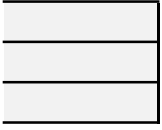
Labor Total	\$ 3,944.20
Materials Total	\$ 9,079.70
Administrative Fees	\$ 161.20
Estimated Permit Costs	\$ 263.70
Total	\$ 13,448.80

Created by: Jonas Altmiaer Customer: Town of James Island

Jonas Altmiaer
(electronic signature)

customer signature

**If scope of work changes once work has begun due to unforeseen conditions, a change order will be required to complete the job*





555 Church Street East
Suite#202
Brentwood, TN 37027
P: 615-846-2300 ext. 2111
P: 1-877-367-3233 ext. 2111
F: 615-846-2302
Chris@premedics.com

August 29, 2022

Town of James Island
Attn: Niki Grimball/Conor Stickney
1122 Dills Bluff Road
James Island, SC 29412

LETTER AGREEMENT REGARDING PREMEDICS Sync™ SERVICES AND AED EQUIPMENT LEASE

This letter agreement (this "Agreement") by and between **Town of James Island** ("Customer") and Premedics Systems, LLC. ("Premedics") shall remain in force for a period of **thirty-six (36) months** beginning on the above-referenced date according to the terms set out herein.

Services Provided:

During the term of this Agreement, Premedics shall provide to Customer the employee training services and certain on-going AED management support services as outlined in Exhibit A (based off of approved service package quote), which is attached to this Agreement and made a part hereof.

Equipment Provided:

During the term of this Agreement, Premedics shall lease the equipment detailed in Exhibit B (based off of approved equipment package quote), which is attached to this Agreement and made a part hereof. AEDs will be new or recertified according to industry standards. Any AED that is not ready will be replaced with a FedEx overnighted unit. Upon shipping, a schedule of all leased AEDs, and their locations, will be outlined in Exhibit C, which is attached to this Agreement and made a part hereof.

For the contract duration of employee training and/or support services and the equipment lease description above, Customer agrees to pay Premedics the amounts as outlined in Exhibit A & B, which is attached to this Agreement and made a part hereof. Customer agrees that from the time this Agreement is executed until the expiration of its term and exercise of one of the end of lease options (*automatically renew at market rate, upgrade equipment, or return equipment*), there is an express Security Interest granted to Premedics for all equipment placed on the customer's premises. The customer agrees that Premedics shall have such remedies as are provided in Chapter Nine of the Uniform Commercial Code in the event of a non-payment of the lease payments and purchaser further agrees that it shall be liable for all reasonable costs incurred in connection with collection, including reasonable attorney's fees.

The U.S. dollar price per system as itemized on Exhibit A & B is **\$360/yr.**, for services and **\$600/yr.** for equipment and *does not include* applicable sales tax or shipping charges.

Customer Compliance Agreement:

For the contract duration of employee training services and/or certain on-going AED management support services as outlined in Exhibit A & B, Customer agrees to maintain compliance with Premedics Guidelines as outlined in Exhibit D, which is attached to the Agreement and made a part hereof.

Very Truly Yours,

Agreed & Accepted:

Brent Hetherington, President
Premedics Systems, LLC
Date

Customer Signature
Town of James Island
Date

Terms and Conditions

1. *Warranties and Representations of Premedics.*

a. Each Premedics trainer has all qualifications, certificates, and licenses necessary and appropriate for the instructional courses provided to Customer from federal, state, and local governmental authorities, the American Heart Association, the American Safety & Health Institute, and the First Aid Training Institute, and is a licensed CPR trainer. Premedics is an industry leader in AED Management Services.

b. Premedics is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Tennessee. Premedics has all necessary corporate and first aid safety governmental licenses, certifications, registrations, and other authorizations which are necessary to conduct the business it conducts.

2. *Disclaimer of Liability See Exhibit C*

3. *Limitations as to Product Warranty.* Neither Premedics nor any of its officers, employees, trainers or agents are liable to, or held responsible by, the Customer for the performance, condition, capabilities, or functioning of any products or equipment used in connection with this Agreement for training and support services. Any warranty or representations of any product leased or sold to Customer by Premedics is limited to those product warranties and representations in any contract for lease or sale between Premedics or any other manufacturers or distributor and Customer. Premedics does not represent or warrant such product in any way by virtue of this Agreement.

4. *Intellectual Property.* Customer shall have no right, title, or interest in or to any copyright, trademark, trade name, patent or other intellectual property belonging to Premedics or for which Premedics has a right or license to use. Unless prior written approval is obtained from Premedics, Customer may not copy or duplicate any part of any printed documentation provided by Premedics, including Premedics copyrighted materials.

5. *Payment Schedule.* Payment equipment and services provided under this Agreement is due upon execution of this Agreement or, for any additional services or courses requested, within 30 days of receipt of invoice from Premedics. Premedics shall charge a 3% late penalty against the original invoice for every 30-day period amounts due remaining uncollected, not to exceed 18% per year.

6. *Severability.* If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

7. *Termination of Agreement.* At the end of the term the Customer may exercise one of the renewal provisions set forth on the signed page of this agreement or return the equipment. The Customer may not terminate this Agreement without Cause prior to the end of the term. Either party may terminate this Agreement for Cause upon written notice to the other party

provided it has given the other party not less than 14 days to cure the defect subsequent to such notice. Cause shall mean:

- a. Failure to comply with the provisions of this Agreement;
- b. Failure to comply with the provisions of any other Agreement in effect between the parties;
- c. Proceeding in bankruptcy or insolvency by or against either party;
- d. Appointment by either party of a receiver or an assignee for the benefit of creditors;
- e. Omitted.

8. *Rights Upon Termination.* Upon the expiration or termination of this Agreement for any reason, whether with or without Cause, Premedics shall be immediately entitled all amounts due or past due; provided, however, that Customer shall pay Premedics amounts due within 30 days for any service invoiced after expiration or termination of this Agreement.

9. *Modification and Waiver.* No waiver or modification of this Agreement shall be valid unless it is in writing and signed by the Customer and Premedics.

10. *Binding Effect.* This Agreement shall be binding upon, and inure to the benefit of, each of the Customer and Premedics and their respective successors, assigns, heirs, legal representatives, executors, and administrators.

11. *Attorneys' Fees.* If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's reasonable costs and expenses, including reasonable attorneys' fees, incurred by such party in enforcing the terms of this Agreement.

12. *Complete Understanding.* This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other Agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

13. *Governing Law.* This Agreement shall be subject to, and governed by, the laws of the state of Tennessee.

14. *Headings.* The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

15. *Notice.* All notices shall be given in writing and sent by registered or certified mail, return receipt requested, and shall be addressed to:

Brent Hetherington, President
Premedics Systems, LLC.
555 Church Street East, Suite 202
Brentwood, TN. 37027
(615) 846-2300

Exhibit A & B

Premedics Sync™ Service Package



Town of James Island

Expires 30 Days From:

August 29, 2022

Premedics Systems Sync™ Service Package							
<p><u>AED Program Management & Indemnification</u> <u>Three Year Contract (RS3Y)</u></p> <ul style="list-style-type: none"> \$3,000,000 Indemnification of AED Program Readiness (A Rated Co.) Online monthly e-minders via AED Manager™ (Equipment, Training, Compliance) Dedicated Account Manager (Single call or e-mail for complete program support) FDA Required Medical Prescription, Oversight, & Compliance (Good Samaritan Law) Ready-to-Go Loaner Unit (Overnighted upon AED usage) Property Site Assessment (Consultation on strategic location of AED system) <p><u>Annual Professional Virtual Inspection & Service (OS0)</u></p> <ul style="list-style-type: none"> Annual Professional Virtual AED Inspection and software updates (if field updatable) Premedics Field Specialist syncs inspection details to AED Manager™ 3rd Party Validation of lifesaving program readiness \$3,000,000 Indemnification Policy extends to Inspection Readiness Specialist GeoTags your AED(s) to AEDregistry.org and Verified Ready on national map 	 						
Annual Billing							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">Pricing per Sync™ Service Package</td> <td style="text-align: right; padding: 2px 5px;">\$360.00</td> </tr> <tr> <td style="padding: 2px 5px;">Quantity</td> <td style="text-align: right; padding: 2px 5px;">2</td> </tr> <tr style="background-color: #92d050;"> <td style="padding: 2px 5px;">Your Annual Sub-Total Price**</td> <td style="text-align: right; padding: 2px 5px;">\$720.00</td> </tr> </table>		Pricing per Sync™ Service Package	\$360.00	Quantity	2	Your Annual Sub-Total Price**	\$720.00
Pricing per Sync™ Service Package	\$360.00						
Quantity	2						
Your Annual Sub-Total Price**	\$720.00						
Premedics Systems Sync™ Ready AED Package							
<p><u>Sync™ Ready AED (HW1) Zoll Plus, G3, FRx, Onsite</u></p> <ul style="list-style-type: none"> Premedics Provides a Sync™ Ready AED Unit (brand dependent upon package option & availability) Premedics Covers ALL Cost-Of-Ownership (obsolescence, recalls, updates, battery & pads, etc.) Voice Prompt Messages Battery Pack Adult Pad Child Pad (if applicable) Replacement Batteries & Pads (upon expiration or usage) Carrying Case Premium AED Rescue Pack Premium AED Cabinet with Alarm 3-D Triangular Wall Sign 							
Annual Billing							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">Monthly Pricing per Sync™ Ready AED Package</td> <td style="text-align: right; padding: 2px 5px;">\$600.00</td> </tr> <tr> <td style="padding: 2px 5px;">Quantity</td> <td style="text-align: right; padding: 2px 5px;">2</td> </tr> <tr style="background-color: #92d050;"> <td style="padding: 2px 5px;">Your Annual Sub-Total Price**</td> <td style="text-align: right; padding: 2px 5px;">\$1,200.00</td> </tr> </table>		Monthly Pricing per Sync™ Ready AED Package	\$600.00	Quantity	2	Your Annual Sub-Total Price**	\$1,200.00
Monthly Pricing per Sync™ Ready AED Package	\$600.00						
Quantity	2						
Your Annual Sub-Total Price**	\$1,200.00						
Annual Grand Total \$1,980.00							

****Special Premedics Sync™ Service Pricing Assumes:**

- A. 36 Month Service Agreement. Shipping & Sales Tax not included.
- B. Monthly Payment Option: Automatic ACH draft. Requires a \$300 deposit for Ready AED (HW1)
- C. Annual Payment Options: Automatic ACH draft, Check, or Credit Card (cards will incur processing fees).

The information contained in this document is CONFIDENTIAL & EXCLUSIVE only to the recipient and any of its subsidiaries. By Requesting this document, you are agreeing not to disclose the contents or use this document for reasons other than it's intended business purpose.

Exhibit C

Exhibit D



systems that save lives™

Welcome to AED Manager™ and the Premedics process for protecting lives!

As a valued End User with AED Manager's cloud-based system, we've included important steps to be followed for ensuring lifesaving readiness at your property...

Premedics Guidelines

IMMEDIATELY

- Notify Premedics if an AED is *not ready***
- Notify Premedics if an AED is *used in a rescue***

MONTHLY

- Perform visual AED check and login via AED Manager™ to confirm status**
- Check for expired, opened, or missing AED pads, batteries, kits, signage, etc.**

ANNUAL

- Virtual AED inspection via Premedics Specialist**
- CPR/AED certification training via Premedics Instructor (or training provider approved by Premedics' Medical Director)**



A RESOLUTION OF RECOGNITION AND APPRECIATION
HONORING ISLAND SHERIFF'S PATROL (ISP) DEPUTY
THIRD QUARTER, 2022

Deputy Keon Richardson

WHEREAS, The Town of James Island and the Island Sheriffs Patrol is fortunate to have a dedicated officer who is committed to the mission of the Town and The Island Sheriffs Patrol, and

WHEREAS, Deputy Keon Richardson has made a positive impact on crime in the Town of James Island; and

WHEREAS, Deputy Richardson's actions potentially saved the lives of numerous citizens by displaying dedication and excellence in the line of duty in the August 12, 2022 homicide situation;

NOW, THEREFORE, BE IT RESOLVED, that the Town of James Island recognize the outstanding service, commitment, and dedication of Deputy Richardson as the Island Sheriffs' Patrol Deputy of the Third Quarter, 2022 and appreciates his service to the Town.

Enacted this 18th day, August, 2022

*Bill Woolsey
Mayor*

ATTEST

*Frances Simmons
Town Clerk*

RESOLUTION # 2022-16

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT THE
CORNER OF DILLS BLUFF ROAD AND HILLMAN STREET

WHEREAS, the Town of James Island Town Hall Complex at 1122 Dills Bluff Road is centrally located within the Town's municipal boundaries; and

WHEREAS, a 0.51 acre-property located adjacent to the Town Hall Complex on the corner of Dills Bluff Road and Hillman Street at Tax Map Number 428-03-00-049 was recently offered for sale; and

WHEREAS, the Town of James Island and property owners Myra S. Green and Henry S. Smalls executed a contract for the property transaction on the 9th of September, 2022, for a purchase price of \$225,000 contingent upon Town Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF JAMES ISLAND, IN COUNCIL ASSEMBLED, THAT THE TOWN APPROVES THE PURCHASE OF THE PROPERTY LOCATED AT TAX MAP NUMBER 428-03-00-049.

The above Resolution shall become effective immediately upon its adoption by Town Council.

ATTACHMENT:

1. Purchase and Sale Agreement dated September 9, 2022

Done this 15th day of September, 2022.

Bill Woolsey, Mayor
Town of James Island

ATTEST

Frances Simmons
Town Clerk of Council



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Town of James Island
Seller(s), Myra S. Green and Henry S. Smalls ("Buyer"), and ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ ~~200,000~~ 225,000

Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD. Verification of Cash available for Closing is attached not attached to be Delivered before. The sale of Buyer's real property is not a contingency for Purchase and terms are are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, and lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, alarm systems, satellite equipment, roll carts).

Address Dills Bluff Road Unit #
City James Island State of South Carolina
Zip 29412 County of Charleston
Lot Block Section/Phase Subdivision
Other Tax Map 428-03-00-049

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before ~~9/19/2022~~ 9/21/22 ("Closing Date") with an automatic extension of business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

Phone:

Fax:

warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

^{DS} HES 5. **EARNEST MONEY:** Total \$ 1000.00 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ 1000 ^{DS} MJA WFA will be paid within 2 Business Days after Effective Date and Earnest Money is in the form of check cash other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Bevon Law Firm as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. UNLESS OTHERWISE AGREED UPON IN WRITING, THE PARTIES AGREE THAT THE ESCROW AGENT SHALL DISBURSE THE EARNEST MONEY TO THE BUYER UNLESS THE SELLER'S ATTORNEY HAS FILED A LAWSUIT TO DETERMINE DISTRIBUTION OF THE EARNEST MONEY WITHIN 30 BUSINESS DAYS OF THE CLOSING DATE. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the Seller's or Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

7. **FINANCE:** Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing

UJA BUYER BUYER HES SELLER MJA SELLER HAVE READ THIS PAGE

Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.

Lender (may change): _____ FHA VA Conventional Seller
Other _____ . An FHA VA Financing Addendum is is not attached. Additional financing terms
 are are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and part of this Contract.

(A) All Repair Procedure Inspections shall be completed by _____, _____. In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Repair Procedure Inspection date mentioned above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer. Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wellands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances.

(B) No later than _____ Business Days after the date of the Delivered Notice of the Repair Requests, Seller shall Deliver Notice agreeing or not agreeing to make repairs in the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller ("Seller Paid Repairs"). If the Seller agrees to make all the Seller Paid Repairs, the Parties agree to proceed under Contract. The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not agree to make all the Seller Paid Repairs, the Buyer shall within 2 Business Days choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract Delivered Notice and receive their Earnest Money. **IF BUYER FAILS TO ACCEPT, RENEGOTIATE, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 BUSINESS DAYS: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract. The obligations of the Seller for repairs terminate upon Closing.**

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

 BUYER BUYER  SELLER  SELLER HAVE READ THIS PAGE

Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:
 Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections
Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.



11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than _____ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands determined, and appropriate insurance (e.g. flood, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payer. Proposed HWC and type of HWC: _____

 BUYER BUYER SELLER  SELLER HAVE READ THIS PAGE

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Broker are not responsible nor liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

DS
KES

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

DS
MSA

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property Issues per their needs.

18. CRIME/MEGAN LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web).

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

DS
KES

DS
MSA

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

(i) Deliver Notice of Default to Seller and terminate Contract; and

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

DS
KES

DS
MSA

- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.



24. MEDIATION: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda,

 BUYER BUYER SELLER  SELLER HAVE READ THIS PAGE

amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here: Contingent on clear title by seller. Contingent on James Island Town Council approval.

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

DS HES DS MJB
Sept 9

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 AM PM on XXXXXX XXXXXX, 2022 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline:

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Willy R. Lubell Date: 8/19/2022 Time: _____
WITNESS: _____ Date: _____ Time: _____
BUYER: _____ Date: _____ Time: _____
WITNESS: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: 1122 Dills Bluff Rd, James Island, SC 29412
ngrimball@jamesislandsc.us (843) 795-4141 (ph) (843) 795-4878 (fax)

DocuSigned by:
SELLER: Henry E Smalls Date: 9/8/2022 Time: _____
820A72503C664E6...

DocuSigned by:
SELLER: M J A P A J E E N Date: 9/8/2022 Time: _____
68D935DD24A64BD...

NOTICE ADDRESS/EMAIL/FAX: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

© 2015 South Carolina Association of REALTORS®. 1/2015

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): David Bevon

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Law firm

ESCROW AGENT CONTACT INFO: Bevon Law Firm, 1702 McHenry Ave.,
Charleston, SC 29412 (843) 795-3430

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*

^{DS}
RES LICENSEE: Buyer is self-represented SC LICENSE # _____ EXPIRES _____

^{DS}
MSA BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*

LICENSEE: Mikki Ramey SC LICENSE # 64397 EXPIRES 6/30/24

BROKER IN CHARGE: Mikki Ramey SC LICENSE # 64397 EXPIRES 6/30/24

BROKERAGE COMPANY NAME: Healthy Realty

MEMBERS OF Charleston Trident ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1429 Hooper Street, Charleston, SC 29492

NOTICE EMAIL/FAX: mikramey@gmail.com

MOBILE PHONE: 843.478.1684 OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

MSA BUYER BUYER RES SELLER MSA SELLER HAVE READ THIS PAGE

Town of James Island
A Proclamation to Observe Breast Cancer Awareness Month
October 2022

WHEREAS, October 2022 marks 37 years that National Breast Cancer Awareness Month has educated women about early breast cancer detection; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer; and

WHEREAS, breast cancer is the most commonly diagnosed cancer in women and is the second leading cause of the cancer death among women; and

WHEREAS, the American Cancer Society estimates that about 12.4% of American woman will develop breast cancer during their lifetimes; and

WHEREAS, approximately 268,000 new cases of invasive breast cancer will be diagnosed in women this year; and

WHEREAS, this year about 42,000 women will die from breast cancer; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, including significant decreases in mortality; and

WHEREAS, the more than 2.8 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines and offering treatment to those who are affected.

NOW, THEREFORE, be it proclaimed that the Town Council of the Town of James Island, South Carolina does hereby recognize the month of October 2022 as Breast Cancer Awareness Month and ask all residents to join in this worthwhile cause, to celebrate successes and memorialize lost battles.

Enacted this the 15th day of September, 2022.

Bill Woolsey, Mayor

Garrett Milliken, Councilman

Darren "Troy" Mullinax, Councilman

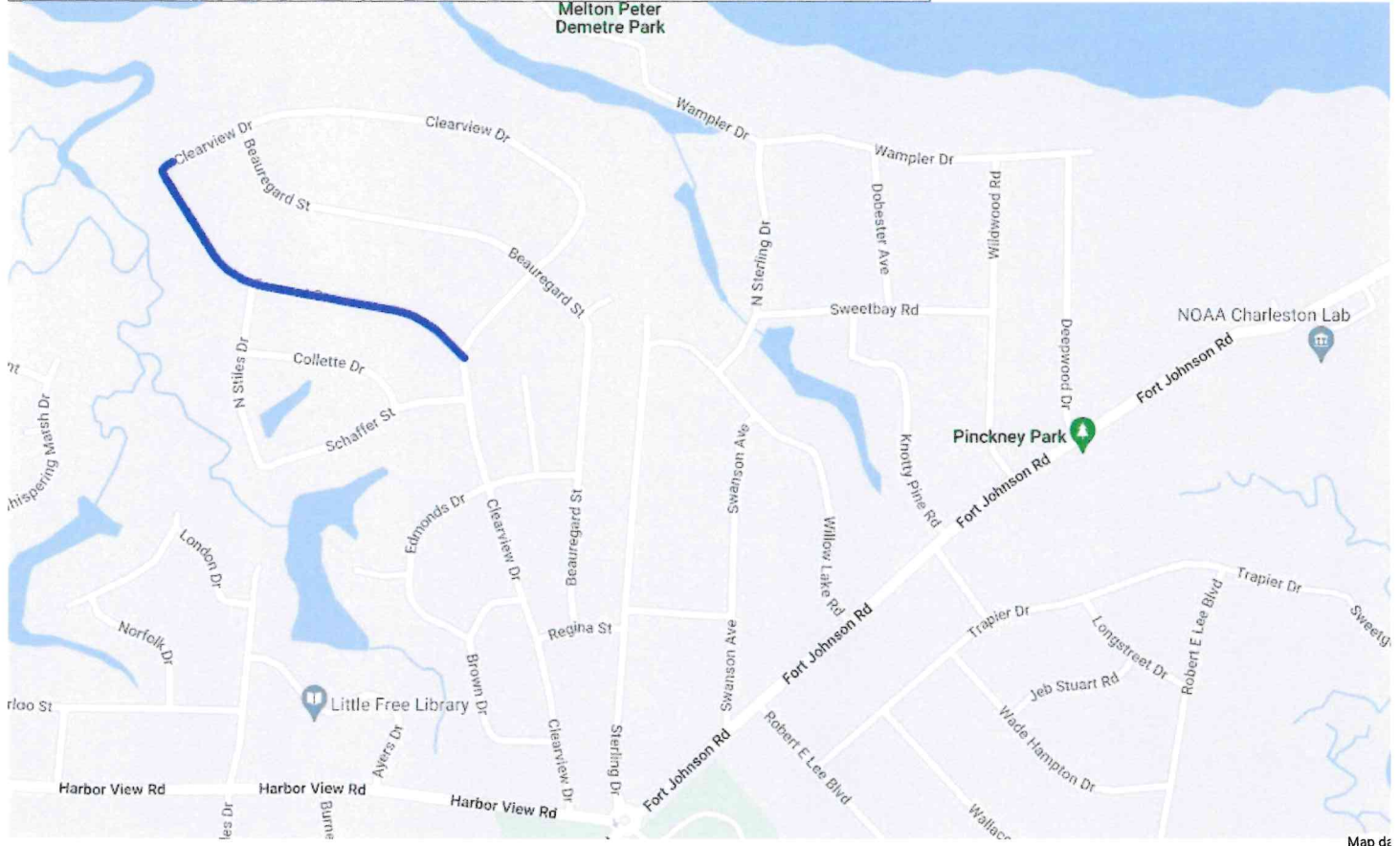
Dan Boles, Mayor Pro Tem

Cynthia Mignano, Councilwoman

ATTEST

Frances Simmons, Town Clerk _____

County (Required) Charleston
Municipality (Optional)
Street Name Tennent St



Our records indicate the road you have selected is not owned or maintained by SCDOT. If you would like additional information pertaining to this road, please contact our local Resident Engineer's office at 843-740-1655