



Town of James Island, Regular Town Council Meeting
May 21, 2026; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

**Watch Live and Meeting Recordings: <https://www.jamesislandsc.us/livestream-town-meetings>
Watch Archived Recordings on the Town's YouTube Channel: <https://www.youtube.com/channel/UCm9sFR-ivmaAT3wyHdAYZqw>

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

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

- 1) Opening Exercises: Councilman Michael O. Williams
- 2) Public Hearing: Ordinance #2026-05: Town of James Island FY 2026-2027 Annual Operating Budget

Public Hearing: Ordinance # 2026-07: Request to Rezone Property located at 1114 Jeffrey Dr. from Low-Density Single Family Residential (RSL) Zoning District to Moderate-Density Suburban Residential (RSM) Zoning (TMS #428-03-00-006)
- 3) Public Comment:
- 4) Consent Agenda:
 - a) Minutes Town Council Special Meeting, April 30, 2026
 - b) Minutes Town of James Island Regular Meeting, April 16, 2026
- 5) Information Reports:
 - a) Mayor's Report
 - b) Finance Report
 - c) Island Sheriff's Patrol Report
 - d) Public Works Report
 - e) Code Enforcement Report
- 6) Requests for Consideration by Staff: None
- 7) Requests for Consideration by Council:
 - Meeting Space Request Charleston Audubon

8) Committee Reports

- a) James Island Pride/Making our Island Beautiful
- b) Children's Committee
- c) Neighborhood Council
- d) History Committee
- e) Rethink Folly Road
- f) Drainage Committee
- g) Business Development Committee
- h) Trees Advisory Committee
 - SC Forestry Grant
- i) James Island Intergovernmental Council
- j) Accommodations Tax Committee
- k) James Island Arts Council
- l) Parks and Gardens Council

9) Proclamations and Resolutions:

National Safe Boating Week Proclamation

Proclamation in Honor of Forrest Neely 3rd Class Petty Officer, 102nd Birthday

Resolution #2026-05 Municipal Agreement Folly Road (SC 171) Safety Improvements

10) Ordinances up for First Reading:

- First Reading: Ordinance #2026-05: FY 2026-2027 Annual Operating Budget
- First Reading: Ordinance #2026-06: Amend Ordinance #2025-09: FY 2025-2026 Annual Budget
- First Reading: Ordinance # 2026-07: Request to Rezone Property located at 1114 Jeffrey Dr. from Low-Density Single Family (RSL) Zoning District to Moderate Density Suburban Residential (RSM) Zoning District (TMS # 428-03-00-006)
- First Reading: Ordinance #2026:08: Request to Rezone Real Property located at 1123 Fort Johnson Road (TMS# 428-06-00-069) from Low-Density Suburban Residential (RSL) Zoning District to Agricultural Preservation (AG-5) Zoning District.
- First Reading: Ordinance #2026-09: Amend Ordinance #2013-07, Exhibit A) Definitions, Section 153.013 Animal Services, Section 153.152 and Use Table 153.110
- First Reading: Ordinance #2026-10: Amendments to Ordinance #2023-10, Chapter 150, Town Building Regulations Ordinance of the Town of James Island Code of Ordinances

11) Ordinances up for Second/Final Reading:

12) Old Business:

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

The Town of James Island held a special meeting on Thursday, April 30, 2026, at 7:00 p.m. at the Town Hall, 1122 Dills Bluff Road, James Island, SC. This meeting was also live streamed on the Town’s website at www.jamesislandsc.us/livestream-townmeetings and was held in accordance with the S.C. Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Lewis Dodson, Julia Drayton-Crumblin, Dr. Cynthia Mignano, Darren “Troy” Mullinax, Michael O. Williams, and Mayor Brook Lyon, who presided. Absent: Councilman Dan Boles. A quorum was present to conduct business. Also: Town Attorney, Brian Quisenberry, Finance Director, Mike Hemmer, Permitting and Licensing Manger, Melissa Flick, Planning Director, Kristen Crane, Town Engineer, Laura Cabiness, and Town Clerk Frances Simmons.

Mayor Lyon called the meeting to order at 7:00 p.m. and introduced herself as Mayor, the Town Council, and staff. She announced that the Town encourages public participation and welcomes comments prior to the Town Council meetings. Residents wishing to address Council are limited to three (3) minutes and must sign in prior to speaking. Written comments may also be submitted in advance by emailing to info@jamesislandsc.us by mail, or by placing them in the drop box at the Town Hall.

Public Hearing: Mayor Lyon introduced the ordinances scheduled for tonight’s public hearing. The ordinances are proposed amendments to allow for variances and appeals of administrative decisions concerning Flood Damage Prevention, Building Regulations to be heard by the Board of Zoning Appeals (BZA) along with additional edits and clarifications to Town Regulations concerning Flood Damage Prevention. Each ordinance was read into the record by title:

- Ordinance #2026-02 amends Ordinance #2023-09 – BZA
- Ordinance #2026-03 amends Ordinance #2023-10 – Building and
- Ordinance #2026-04 amends Ordinance #2023-11 – Flood

No members of the public were present.

Request for Consideration by Staff:

Scope and Planning Services Agreement/10-Year Comprehensive Plan: Mayor Lyon stated that this agenda item was postponed at the April 16 meeting regarding the Town’s Comprehensive Plan and the potential agreement for professional planning services from the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG). Mayor Lyon called for a motion to approve and a second for the purpose of discussion. Councilman Dodson moved for the approval, seconded by Councilwoman Drayton-Crumblin. No discussion.

Vote

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

Unanimous

Ordinances up for Second/Final Reading:

- Ordinance #2026-02 amends Ordinance #2023-09 – BZA
- Ordinance #2026-03 amends Ordinance #2023-10 – Building and
- Ordinance #2026-04 amends Ordinance #2023-11 – Flood

Mayor Lyon read each of the ordinances into the record by title. She then called for a motion to approve and a second for the purpose of discussion. Councilwoman Mignano moved for the approval, seconded by Councilman Dodson. No discussion.

Vote

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

Unanimous

Mayor Lyon announced that the Town will launch its own building department tomorrow in partnership with SafeBuilt. She said a training session was held today with herself, Melissa, Kristen, Mike, and Laura, during which they entered several mock building permits into the system. Mayor Lyon noted that the process was very interesting and described it as a great program.

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

Motion to enter into the executive session was made by Councilwoman Drayton-Crumblin, seconded by Councilman Williams, and passed unanimously. Council entered at 7:06 p.m.

Council returned to open session at 7:46 p.m. Mayor Lyon announced that no votes were taken during the executive session.

Adjournment: There being no further business to come before the body, the meeting adjourned at 7:46 p.m.

Respectfully submitted

Frances Simmons
Town Clerk

The Town of James Island held its regularly scheduled meeting on Thursday, April 16, 2026, at 7:00 p.m. at Town Hall, 1122 Dills Bluff Road, James Island, SC. This meeting was also live streamed on the Town's website at: www.jamesislandsc.us/livestream-townmeetings and was held in accordance with the S.C. Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Julia Drayton-Crumblin, Dr. Cynthia Mignano, Darren "Troy" Mullinax, Michael O. Williams, and Mayor Brook Lyon, who presided. A quorum was present to conduct business. Also present: Town Attorney, Brian Quisenberry, Finance Director Mike Hemmer, Permitting and Licensing Manager, Melissa Flick, Code Enforcement and Facilities, Parker Richardson, Laura Cabiness, Town Engineer, Island Sheriff's Patrol, Captain Shawn James and Deputy Taryn Booth, and Town Clerk, Frances Simmons.

Mayor Lyon called the meeting to order at 7:00 p.m. and introduced herself as Mayor, Town Council, staff, and citizens in attendance. The Town encourages public participation and welcomes comments prior to the Town Council meetings. Residents wishing to address Council are limited to three (3) minutes and must sign in prior to speaking. Written comments may also be submitted in advance by emailing to info@jamesislandsc.us by mail, or by placing them in the drop box at the Town Hall.

Opening Exercises: Councilwoman Drayton-Crumblin led Council in prayer and followed with the Pledge of Allegiance.

Public Comment: The following persons addressed the Council:

Dean White, 926 Bradford Ave: Mr. White's comment is attached for the record.

John Peters, 1301 Hampshire Rd: Mr. Peters commented that he would start with the good stuff. He complimented Council for appointing Jason Williams to the History Committee and that was one of the best decisions they could have made. He and Jason are friends, and he is happy that Council appointed him because he can contribute a lot to the community. He also know that Council will be appointing Megan as well to the Planning Commission. Megan is Jason's wife and a close friend also. The Town is acquiring two great people who can help the community, and that is good news.

Mr. Peters spoke regarding 1128 Hillman Street and from what he understands, Council is pursuing the purchase of that property. He does not know the latest update, but whether it is acquired and used as a potential parking lot, or some other purpose, if he lived nearby he would have some concerns. He would be concerned about lighting since it would likely need to be illuminated at night, and that could be bothersome to neighboring residents; also, pervious surfaces could cause issues. He is sure those things would be handled if this moves forward and hopes it is used wisely for whatever it is ultimately used.

Lastly, regarding the e-bikes, he shared that he was traveling down Harbor View Road last week heading towards the connector. He was near the roundabout from Fort Johnson, behind a school bus going 38 miles per hour in a 40 mile per hour zone. There was a kid on the sidewalk next to him going 38 miles per hour on an e-bike. He recorded it. The kid on the e-bike kept that pace consistently for at least a quarter mile, going up and down the sidewalk. He knows the police are going to try to do something about it, but somebody's child is going to get hit—if not killed. It is getting worse, and he wants to raise caution about that. We need to do something as representatives of the Town. He is very concerned because he does not want something to happen to someone's child because they are too precious to us.

Travis Bowers, 1134 Hillman St: Mr. Bowers stated that this was his first time attending a Town Council meeting. He did not realize that he was signing up to speak, so he did not have prepared remarks. Since he was present, he wanted to share a few thoughts. He is definitely concerned about the proposed purchase of

1128 Hillman Street and had spoken previously to the Mayor about related issues. His family moved here in November and unfortunately did not do enough due diligence to realize there would be an Arts and Community Center built nearby. He knew the property was owned by the Town of James Island and that something would eventually be developed there. At this point, that is water under the bridge. It appears the project is moving forward, and he trusts that it will be attractive, well landscaped, and a positive visual addition to the area.

His concerns regarding 1128 Hillman Street are more practical. When he first spoke with the Mayor, he raised concerns about people parking on the street. They moved here because it was a quiet residential street, and in only a matter of months it already feels like that character is changing.

They had issues with people associated with a nearby property backing onto their yard using their property in ways that went beyond what would be considered a reasonable right-of-way. In response to those concerns, the Town acted quickly and helpfully by installing a “No Outlet” sign to reduce unnecessary traffic and a “No Parking Anytime” sign at the end of the street. Those measures have helped, and he is grateful for how responsive the Town has been.

However, when he previously asked about parking for the Community Center, he was told there was plenty of available parking through shared use with nearby churches. If that is the case, he is confused as to why purchasing 1128 Hillman Street for additional parking is now necessary. It feels as though the explanation has changed.

As someone new to James Island, he does not have the long history that others here may have. But he worries that once this property becomes Town-owned, there may be pressure to rezone it or convert it into a parking lot or some other non-residential use.

His biggest concern is for the neighborhood and the families who live here; especially children who ride bikes and play on this street. Increased lighting, traffic, noise, and the general impact of placing a parking lot between residential homes would significantly change the character of this area.

He wanted to voice those concerns tonight. And, in case his tone does not come through clearly, he is not angry or upset; he just wanted to respectfully share his thoughts and perspective.

Edward Greene, 1115 Seaside Lane: Mr. Greene addressed Council expressing anger over police traffic control changing the route of the Saint James parade for the Church upcoming May Day Celebration. He stated that the church has existed on James Island for more than 96 years and has over 1,100 members. He said the church received letters from the SCDOT regarding a flyover scheduled at the same time, which would require police presence elsewhere. He told Council the situation was wrong and asked them to take action.

Mr. Greene added that Saint James is a historic church on James Island and was requesting to travel around the island for approximately 45 minutes to one hour. He said it was unreasonable for the church to be denied this accommodation because police would be occupied by visitors coming from outside the area. He asked Council and the Sheriff’s Office to review the matter.

Mayor Lyon thanked Mr. Greene for bringing the issue to Council’s attention. She said this was the first time she had heard of the matter, and she stated that she would look into it. Mayor Lyon added that she had spoken earlier that afternoon with a member of Saint James Church and said the Town was coordinating a permit with Planning Director Kristen Crane, the Sheriff’s Office, and the Fire Department.

Mayor Lyon read into the record a letter in support from Victor Crouch regarding the purchase of the property at 1128 Hillman Street. Attached.

Consent Agenda:

Minutes -Town Council Special Meeting, March 30, 2026: Motion to approve the minutes of the special meeting held on March 30, 2026, was made by Councilman Dodson, seconded by Councilman Mullinax. No discussion. Passed unanimously.

Minutes – Town Council Regular Meeting, March 19, 2026: Motion to approve the minutes of the regular meeting on March 19, 2026, was made by Councilman Dodson, seconded by Councilman Mullinax. No discussion. Passed unanimously.

Information Reports:

Mayor's Report:

Art and Community Center: Mayor Lyon reported that silt fencing was installed last Friday on the Hillman lot and site clearing began today. A groundbreaking ceremony is scheduled for next Thursday at 11:00 a.m., followed by a reception featuring display boards of the project plans so attendees can review what is forthcoming. All members of Council and the public are invited. She noted the project remains ahead of schedule.

SCDOT Municipal Agreement: Mayor Lyon stated she has prepared and submitted a letter to SCDOT regarding the Town's decision and is awaiting a response. Representative Wetmore has followed up on the matter and indicated that federal representatives may also be in communication with SCDOT.

She noted that some citizens and business owners are preparing an op-ed to share concerns and perspectives. Safety remains the primary concern. In her view, and as she understands Council's position, the proposed medians may create additional safety challenges rather than improve conditions. She referenced recent installations on Maybank Highway as an example, citing increased traffic difficulties and unsafe driving maneuvers and traffic being forced into adjacent neighborhoods.

Mayor Lyon also reported having discussions with Noah Longest, an assistant to Representative Nancy Mace, regarding a potential grant for safety improvements. It is his understanding that the state may have flexibility regarding median removal, though this has not been confirmed. She expressed optimism that a compromise solution may be possible.

Town Hall Repairs: Mayor Lyon reported that painting and staining work on the Town Hall exterior trim is underway and progressing well. She complimented the contractors and anticipates completion prior to the next Council meeting.

Town Market Incident: Mayor Lyon informed Council of an accident that occurred at the Town Market. A citizen walking across the grass between the screened porch and ramp struck a railing in low light conditions and split the top of her head open requiring her to receive stitches. She was treated at the emergency room and is doing fine. Following the incident, Mayor Lyon contacted the contractor that did the deck to install steps and handrails there to improve safety and prevent future accidents. This expense falls within her spending authority, but she wanted to inform Council.

AV System Upgrade: The audiovisual system upgrade is scheduled to begin next weekend.

Poetry Open Mike: The next Poetry Open Mike event is scheduled for Wednesday, April 22 at 7:00 p.m. Attendance has been strong with music, poetry, and community participation.

Town Market Update: Market Manager, Parker Richardson, has filled all vendor spaces for the upcoming Town Market. This month's event will feature live music by JP and the Moonshiners, a band led by Attorney John Price, which has a significant following. Over 50 vendors and food trucks are expected.

Narcan Training: A Narcan training session was held last night. The next training is scheduled for May 20 and is offered in partnership with Wake-Up Carolina, funded through the Town's Opioid Grant. A Narcan distribution station is available on the Town Hall porch for public access. Residents are encouraged to take supplies as needed. Mayor Lyon emphasized that all members of the public are welcome to attend these trainings.

Finance Report: Finance Director, Mike Hemmer presented the Finance Report for the period ending March 31st, which represents approximately 75% of the fiscal year. He provided at Council's seat, copies of the 2024-2025 audit. In addition, the proposed 2026-2027 budget, which reflects the changes made following the recent workshop was made available. If there are no further revisions, this version will be presented at the public hearing.

Regarding the financial report, overall revenues are currently running at approximately 60.8% of the budget. There are several larger revenue items expected to come in by the end of the fiscal year. The report also includes a breakdown of expenditures by department. There were no questions and the report was accepted as information.

Island Sheriff's Patrol Report: Captain James explained the challenges the department is facing with e-bikes, especially around enforcement and determining what is legal. He noted that officers often hear about incidents where an e-bike is being ridden dangerously, but unless someone reports it in real time, it is difficult for police to respond quickly enough to address it.

A major issue, he explained is enforcement of wattage limits. Officers cannot simply stop riders at random to check a bike's wattage unless there is clear reason to believe a violation has occurred. In many cases, the wattage is not even displayed on the bike, which makes it hard for both officers and parents to know what classification the bike falls under. He gave an example where Deputy Booth has recently enforced 10 e-bikes infractions. The children were later picked up by parents and another case involving a bike rated at 7,500 watts, far above typical legal limits for street use. He emphasized that many children do not know the wattage of their bikes, and it often is not clearly labeled.

He also clarified a key enforcement limitation that e-bike rules depend heavily on state law. For example, bikes at 750 watts or below may be allowed on sidewalks, but the law does not clearly address speed on sidewalks. Even if the Town creates its own ordinance, he said deputies cannot enforce it unless it aligns with state or county law, otherwise only code enforcement could act, which creates practical limitations. Councilman Boles commented that e-bikes are so widespread that asking one or two officers to run around catching kids is unrealistic. He said this is something that parents and residents need to address.

Captain James also mentioned operational updates including Deputy Booth's new vehicle that is here and being outfitted. Some equipment has arrived with remaining items such as a cage for the back expected in about eight weeks. Information on crimes and infractions in the Town including an update on Cash App scams was discussed. He urged everyone to be vigilant. Councilman Dodson asked about having a National Night Out event with the Sheriff's Office (a date and time will be determined). Captain James will speak

with the Transportation Department to see if he is able to help Mr. Greene in some way for police patrol for the Saint James' May Day parade.

Public Works Report: Permitting and Licensing Manager, Melissa Flick presented the Public Works report, and it was accepted as information

Code Enforcement Report: Code Enforcement Officer, Parker Richardson presented the Code Enforcement report, and it was accepted as information.

Requests for Consideration by Staff:

Scope and Planning Services Agreement/10-Yr. Comprehensive Plan: Mayor Lyon introduced the agenda item regarding the Town's required 10-year Comprehensive Plan update. She stated that municipalities are required by law to maintain and update a comprehensive plan every ten years. The Town's current plan was completed in July 2015 and is now due for an update.

Mayor Lyon introduced Ms. Megan Clark, Assistant Planning Director with the Berkeley-Charleston-Dorchester Council of Governments (BCD COG), and Planning Director, Kristen Crane to present the proposed scope of services agreement for the Town's updated plan.

Ms. Clark explained that BCD COG serves as the regional planning organization for Berkeley, Charleston, and Dorchester Counties and provides planning assistance to jurisdictions within the tri-county area. She stated that the organization is currently preparing comprehensive plans for several municipalities, including Folly Beach, Summerville, and Lincolnville.

Ms. Clark reviewed the purpose and requirements of a comprehensive plan, noting that it serves as a ten-year vision document and includes required elements such as population, housing, cultural resources, natural resources, community facilities, transportation, economic development, and resiliency. She stated that the planning process would include data analysis, mapping, community engagement, surveys, open houses, public hearings, and coordination with Town staff, Planning Commission, and Council.

Ms. Clark stated that the proposed agreement would be approximately 18 months with an estimated cost not to exceed \$50,000. She explained that BCD COG bills only for actual hours worked and uses available federal planning funds to help subsidize project costs. Mayor Lyon called for a motion to approve the Scope and Planning Services Agreement for the 10-Year Town Comprehensive Plan and a second for discussion. The motion was made by Councilman Dodson and seconded by Councilwoman Mignano.

Council discussed the proposal at length and members raised questions regarding:

- Opportunities for Council and public input during the planning process
- Use of the plan in future zoning, rezoning, and Board of Zoning Appeals matters;
- infrastructure concerns traffic congestion, roadway capacity, and sewer capacity;
- whether the plan would address building heights, commercial uses, and community character;
- potential impacts of having an outdated plan; grants and future development decisions; cost of the project and recent Town expenditures.

Councilwoman Mignano spoke about needing more time to review the proposal along with sample plans the COG did for other municipalities.

Council members discussed the need to have professional planning assistance and updating the Town's Plan. Councilman Boles questioned the urgency in having the plan done. He asked what would happen if the plan were not done? He said that Council has been voting on a number of expenditures of Town funds.

Councilwoman Mignano would like additional time and to review the plans from other municipalities and grant opportunities. Mayor Lyon noted that funds are available in the current and proposed planning budgets to cover the project cost over two fiscal years. \$20,000 in this year's budget; and \$30,000 is in the July 1 budget). She said if you divide \$50,000 by 10 years it is only \$5,000 a year. Mayor Lyon also stated that the Comp Plans from some other municipalities were sent to Council with a link to access them.

Councilman Dodson gave scenarios of how Comp Plans are used. Planning Director Crane talked about making planning and zoning decisions using an outdated plan and said she addresses the Comprehensive Plan with every planning and zoning permit. Mayor Lyon stated that the plan should be professional whether it is done by staff or the COG. Councilman Boles further noted that he would like to be knowledgeable when he shares information with residents. There was discussion whether the plan could be adopted as is and visited later. Mayor Lyon asked if Council would like to wait to vote to give more time to review and all were in agreement to postpone a decision for 30 days. She asked Councilman Dodson to withdraw his motion for approval and Councilwoman Mignano her second.

Vote to postpone:

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

Unanimous

Consideration of the Comprehensive Plan Services Agreement was deferred to a future meeting.

Requests for Consideration by Council:

Contract with SafeBUILT (In-house Building Services): Council considered a request to approve a professional services agreement with SafeBUILT Carolina's LLC to provide building services for the Town. The Mayor introduced representatives from SafeBUILT: Robert Cox, Crystal Cox, Scott McDaniel, and Chad Hefner. It was noted that most Council members had previously met with members of the SafeBUILT team.

Mayor Lyon stated that the agreement would provide the Town with the opportunity to bring building services in-house and improve service delivery to residents and contractors. She noted several anticipated advantages, including quicker turnaround times, lower permit costs in certain cases, and access to additional staffing assistance for Code Enforcement and Planning and Zoning when needed.

Scott McDaniel, SC Operations Manager for SafeBUILT, addressed Council and stated that SafeBUILT has operated in South Carolina since 2012 and currently serves multiple jurisdictions throughout the state.

Councilmember Dodson shared comments from the perspective of the construction industry stating that delays in permitting and inspections create significant costs and project disruptions. He expressed support for a responsive and professional service provider.

Mayor Lyon explained that under the proposed system, permit applications could be submitted in person, online, or by phone. Applications would continue to go through Town planning and zoning review before permit issuance, after which SafeBUILT inspectors would conduct inspections.

Council reviewed sample fee comparisons prepared by staff. Examples presented showed that total permit costs under the proposed SafeBUILT system would be less than current County fees in certain scenarios, including:

- A \$500,000 residential home: approximately \$2,745 through the Town/SafeBUILT compared with \$3,040.50 through the County.
- A \$100,000 building alteration: approximately \$745 through the Town/SafeBUILT compared with \$1,106 through the County.

The Mayor also noted that SafeBUILT could provide temporary Planning and Zoning assistance if needed.

Mayor Lyon called for a motion to accept the contract with SafeBUILT. The motion was made by Councilman Mullinax, seconded by Councilwoman Drayton-Crumblin.

Council discussed the contract terms, including a provision allowing either party to terminate the agreement with ninety (90) days' notice.

Mayor explained that the version of the contract before Council included additional Planning and Zoning consultation services not reflected in the original agenda packet. These additions included Planning and Zoning consultation services and review services billed at \$135 per hour.

Councilman Boles asked if the agenda needed to be amended since the contract in the packet differs from what they were now given. Mayor Lyon said no and Attorney Quisenberry concurred. Mayor Lyon stated that the contract including Planning and Zoning would become a part of the record.

Vote:

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

Unanimous

Committee Reports:

Land Use Committee: Appointment to Planning Commission: Megan Dean to fill Commissioner Zennie Quinn's unexpired term (Mayor Lyon): Mayor Lyon acknowledged the recent passing of Commissioner Zennie Quinn, a longtime volunteer and member of the Planning Commission. It was noted that Commissioner Quinn had been appointed by Mayor Woolsey and that this vacancy falls under Mayor Lyon's authority to fill. Mayor Lyon nominated Megan Dean to complete Commissioner Quinn's unexpired term, citing her longstanding involvement in the community and regular attendance at Town Meetings.

A motion was made by Mayor Lyon to appoint Megan Dean to the Planning Commission. The motion was seconded by Councilman Mullinax. No discussion. Motion passed unanimously.

Mayor Lyon informed Council that the Planning Commission met the previous Thursday and unanimously approved a rezoning request for property located at 1114 Jeffrey Drive from Low-Density Single Family to the Moderate Density Suburban Residential and proposed amendments to the Town's ZLDR. These requests will be presented and heard before Town Council..

Mayor Lyon also advised that a Board of Zoning Appeals meeting was scheduled for the following week. Two cases are on the agenda both involving setback reduction requests for residential additions. One is on the side of a house for wheelchair accessibility, and one is on the front because there are some grand trees in the way on the side.

James Island Pride/Making our Island Beautiful: Councilwoman Drayton-Crumblin reported that James Island Pride/Making James Island Beautiful is hosting an event on Saturday, May 9 in coordination with Adopt-a-Highway, Keep Charleston Beautiful, and Surfriders Foundation Charleston to clean various areas on the island. The cleanup will be held from 9-11 a.m. and at 11:30 the JI Pride committee will host an event at the Town Hall with vendors, food, and music. The public is invited to come out and participate in helping to make James Island beautiful.

Children's Committee: Councilwoman Mignano announced that the Children's Festival scheduled for the 24th was postponed due to unforeseen circumstances. As soon as a new date is scheduled, they will let the Town know so it can be posted on the website and Facebook page.

Neighborhood Council:

Appointment of Hank Stanley, Representing Laurel Park: Councilman Mullinax moved for the appointment of Hank Stanley to serve on the Neighborhood Council Committee to represent the Laurel Park subdivision, seconded by Councilman Boles and passed unanimously. The next meeting is scheduled for Thursday, April 23 at 6:00 p.m. at the Town Hall.

History Committee: Councilman Williams reported continued success with the Town Market. The April focus was on the Art and Community Center. The May focus will be on Simeon Pinckney Park, and June will highlight historic homes around James Island. Councilman Williams also noted continued progress on historic markers throughout the Town. The History Commission meeting was held this past Tuesday and Councilman Williams expressed appreciation for ongoing support.

ReThink Folly Road: Councilwoman Drayton-Crumblin discussed the previously adopted work plan moving forward. She is working in conjunction with Councilwoman Leslie Scardon on updating the town website to ensure all information is accurate, current, and reflects ongoing town activities and initiatives. The next meeting is scheduled for May 13 at 3:00 p.m.

Drainage Committee: No Report

Business Development Committee: No Report.

Trees Advisory Committee: Mayor Lyon announced that the Tree Advisory Committee met on Tuesday. The Committee announced an upcoming recognition event this Sunday at First Baptist Church. A Tree Canopy Award will be presented to a large and notable tree recognized for its size and beauty. In addition, a Tree Steward Award will be presented to First Baptist Church in recognition of their excellent care and stewardship of their trees. The presentation will take place following the church service, approximately around noon, and the public is encouraged to attend.

Mayor Lyon also reported the placement of a pre-order for 200 fruit trees through Hyams. These trees will be distributed to the public at the November Town Market as part of a community giveaway initiative.

James Island Intergovernmental Council: Mayor Lyon announced that the next meeting will be held on April 29 at 7:00 p.m. at the Town Hall. She encouraged the public to attend.

Accommodations Tax Committee: No Report.

James Island Arts Council: The next meeting is scheduled for Tuesday, April 28 at 6:00 p.m. at the Town Hall.

Parks and Gardens Council: Mayor Lyon reported that the Parks and Gardens Council is working on the flagpole area along with staff. We had to replace all but one of the flags, as they were getting tattered. We are taking that back over for the time being because there were some changes with the VFW.

Proclamations and Resolutions: None.

Ordinances up for First Reading:

First Reading: Ordinance #2026-02: Amending Ordinance 2023-09: Board of Zoning Appeals:

Mayor Lyon explained that these Ordinances are necessary to implement the Town's Building Program and Floodplain Management changes. She said these Ordinances could be amended later if needed, but approval was necessary for the Town to proceed with operations as a Building Department and for Floodplain Management administration. She said staff had previously provided Council with summaries and copies of the Ordinances for review. It was also noted that all three Ordinances had passed unanimously at the Planning Commission meeting held the previous week.

Motion to approve First Reading of Ordinance #2026-02 was made by Councilman Boles, seconded by Councilwoman Mignano.

Vote:

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Drayton-Crumblin	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Councilman Williams	Aye
Mayor Lyon	Aye
<u>Unanimous</u>	

First Reading: Ordinance #2026-03: Amending Ordinance #2023-10: Building: The purpose of the amendment is to update language throughout the Building Ordinance and replace references to Charleston County with the Town and SafeBUILT where applicable. Motion to approve First Reading of Ordinance #2026-03 was made by Councilwoman Mignano, seconded by Councilman Boles.

Vote:

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

Councilman Williams thanked everyone that comes to meetings and participates in affecting positive change.

Councilman Boles thanked Town staff and everyone for their hard work.

Councilwoman Mignano thanked the Town staff and everyone for the work that they do.

Councilman Dodson thanked Town staff and gave a brief acknowledgment to residents who had sent emails regarding the SCDOT median issue. He stated that some emails claimed Town Council did not know what it was doing and should defer to the South Carolina Department of Transportation (SCDOT) because they are the safety experts. He said he checked and these were in the City. Councilmember Dodson responded that SCDOT may be the safety experts for state transportation roads, but not necessarily the safety experts for the Town of James Island.

He further stated that some had suggested Council was acting on behalf of businesses, but he argued that small residential neighborhoods would be significantly affected by raised medians. He specifically referenced Bayfront and Centerville as areas that would be impacted. He also addressed complaints about traffic congestion on Folly Road, stating that raised medians would not improve traffic flow or reduce congestion. He encouraged consideration of alternative solutions that would more effectively address those concerns.

Mayor Lyon also expressed condolences in the passing of Zennie Quinn. She remembers when he first served on the Planning Commission and Neighborhood Council with her husband, Bill Lyon. He also helped staff by answering the phones. She will also miss him.

There being no further business to come before the Council, the meeting adjourned at 9:28 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

Good evening, Madame Mayor, Councilmembers, and my fellow James Islanders.

I'm Dean White, your Neighborhood Council representative for McCalls Corner. I live at 926 Bradford Avenue. Every day I drive through our neighborhood and it feels like the best advertisement for James Island living: parents pushing strollers, couples strolling hand-in-hand (or not), joggers sweating it out, dogs getting their walks or walking their owners, kids on bikes without their heads down in electronics, and families just enjoying the day. Bradford Avenue and Pauline Avenue bound an area with cross streets like Chandler, Devons, Lynton, Shandon, Newberry and Sutton. These are not just roads, they're our neighborhood's living room.

That's why the SCDOT Folly Road medians plan worries me. By restricting left turns to businesses, these medians will push traffic onto Bradford Avenue and the other "one-street-back" roads from Folly, turning our quiet residential streets into unofficial frontage roads and cut-through racetracks. Bradford will go from a pleasant drive to rush-hour bypasses faster than my dog Lilly can find a possum in the back year. Suddenly our walkers, joggers, families, and four-legged friends will be playing Frogger just to cross the street.

I'm not against safety improvements — we all want fewer crashes — but let's do it smarter. Instead of medians that solve one problem by creating bigger ones in our neighborhoods, I urge the Town Council to keep pushing SCDOT for better alternatives:

- Improved traffic signals and leading pedestrian intervals
- More U-turn opportunities and dedicated right-turn lanes
- Roundabouts or compact intersections where they make sense
- And full traffic calming right here in our neighborhoods: speed humps or tables, raised crosswalks, radar speed signs, and low posted speeds on residential streets like those in McCalls Corner.

Let's also accelerate the Rethink Folly Road vision with better sidewalks, bike accommodation, and transit options so short trips don't all have to be by car.

We've already seen the Council's strong leadership with the unanimous resolution requesting the medians be removed. I'm asking you to continue that fight, require a thorough traffic impact study on neighborhood diversion before anything moves forward, and help protect the safe, walkable character that makes McCalls Corner — and all of James Island — special.

Thank you for your time — and for keeping our neighborhood living room from becoming a highway.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF JAMES ISLAND, SOUTH CAROLINA
AND SAFEbuilt CAROLINAS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between the Town of James Island, South Carolina (“Municipality”) and SAFEbuilt Carolinas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for

subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY

BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 14, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as

between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 12, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Brook Lyon, Mayor
Town of James Island
1238-B Camp Road
James Island, SC 29412
Email: blyon@jamesislandsc.us

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt Carolinas, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of South Carolina, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt CAROLINAS, LLC

TOWN OF JAMES ISLAND, SOUTH CAROLINA

Matthew K. Digitally signed by
Matthew K. Causley
Date: 2026.04.15
13:16:34 -04'00'
By: Causley
Name: Matthew K. Causley
Title: Chief Operating Officer
Date: April 15, 2026

By: _____
Name: _____
Title: _____
Date: _____

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Intake plans and related documents
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with Municipal staff and maintain a professional image
- Determine permit fees, if requested
- Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for Municipal Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiency

Code Enforcement Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested
- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions – as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

Rental Housing/Property Maintenance Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Help manage the program and attend meetings as requested
- Accept and review application forms and determine compliance with requirements
- Inspect dwellings, dwelling units, and property to ensure compliance with ordinance requirements
- Issue documentation for dwellings, dwelling units, and properties found to be in compliance
- Provide documentation for dwellings, dwelling units and property in violation of requirements
- Provide rental inspection services as called for by ordinance or state law, whichever has jurisdiction
- Provide annual rental dwelling inspections
- Provide statistical, narrative information and detailed reports within agreed upon frequencies

Floodplain Management Services

- Facilitate and assist with the floodplain oversight program as established by Municipality
- Assist Municipality with Municipal CRS audit and provide assistance on improving Municipal CRS rating
- Assist in the preparation of annual re-certification statements for continuing program compliance
- Review elevation certificates for new construction projects
- Assist the Municipality on all required flood plain documentation and elevation certificates before issuance of certificate of occupancy
- Assess current practices to help ensure Municipality is credited with eligible CRS program elements and maintain or improve current classification rating
- Provide assistance with the establishment of a Program for Public Information (PPI) to increase public awareness and earn higher CRS program ratings to reduce flood insurance premiums

Planning & Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include:

- Review of Building Permits for Zoning Code compliance
- Review of zoning applications and site plans
- Preparation of staff reports and recommendations to planning commission and elected officials
- Training programs for Planning Commission and Appeals Board
- Preparation of zoning code amendments
- Updates to the zoning code and other land development regulations
- Preparation of new master plan
- Preparation of special studies (subarea plans, corridor studies, etc.)

Reporting Services

- Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality will facilitate annual rental registration
- Municipality will adopt building construction permit fee schedule for building department services accordance with Exhibit D.

4. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis during mutually agreed upon hours
- Building Official or designated representative will be available at the Municipal offices during mutually agreed upon hours
- Permit Technician will be on-site during mutually agreed upon hours
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will meet with the public by appointment

Deliverables			
INSPECTION SERVICES	Forty-eight (48) business hours lead time is required		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	- Single-family within	10 business days	10 business days or less
	- Multi-family within	10 business days	10 business days or less
	- Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	- Large commercial within	20 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- Upon completion of the initial term and annually thereafter, the rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. In the event that the increase in the CPI for the relevant period exceeds 4%, the exceedance shall carry over to the next and subsequent calendar years and, subject to the 4% annual cap, rates shall be increased by the amount of the exceedance and any increase during the preceding period. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD HOURLY RATE*
Building Department Services, includes:	90% of permit fees
- Building Official	
- Inspections	
- Plan Review	
- Permit Technician	
Short Term Rental Inspections	\$175.00 per inspection
Flood Plain Manager	\$135.00 per hour - one (1) hour minimum
Code Enforcement Services	\$85.00 per hour – four (4) hour minimum
Storm Water Reviews	\$197.00 per hour - one (1) hour minimum
Planning & Zoning Review	\$135.00 per hour – one (1) hour minimum
Principal Planner	\$197.00 per hour – one (1) hour minimum
Senior Planner	\$167.00 per hour – one (1) hour minimum
CommunityCore	No cost to Municipality

* Municipality will adopt the Building Construction Permit Fees schedule for building department services in accordance with Exhibit D.

Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum. Services requested on Saturdays will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum. Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.



EXHIBIT C-TERMS & CONDITIONS

Meritage Systems CommunityCore: Description of Services

TOWN OF JAMES ISLAND, SC

This order form is subject to the terms of service and privacy policy.

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	3
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input type="checkbox"/>	\$	\$	
GIS Integration: Permitting	<input type="checkbox"/>	\$	\$	
Contractor & Business Licensing	<input checked="" type="checkbox"/>	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input checked="" type="checkbox"/>	\$	NA	
System Training	<input checked="" type="checkbox"/>		NA	
Total:		\$0.00	\$0.00	3

CommunityCore Permit Management Features:

PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

2. Customer's Access To And Use Of The Services.

- a. **Customer's Right to Access the Services.** Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

- a. **Set-Up Services.** Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. **Customer Responsibilities and Certain Restrictions on Set-Up.** Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. **Acceptance.** The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

- a. **Training Services.** Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. **Delivery.** All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. **Customer Responsibilities and Certain Restrictions.** Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. **Verification of Set-Up.** Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

- a. **Fees.** On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

EXHIBIT D – BUILDING CONSTRUCTION PERMIT FEES

For all new construction, additions, alterations, renovations, including manufactured homes, swimming pools, permanent signs, and cell towers.

Building Permit Valuations will be determined based on occupancy, construction type and the average square foot cost based the latest ICC Building Permit Valuation Data published every six (6) months

Construction cost	Permit fee	Plan review as required
\$0-\$5,000	\$125	One half of permit fee
\$5,001-\$10,000	\$125 for the first \$5,000 plus \$8 for each additional thousand or fraction thereof	One half of permit fee
\$10,001-\$50,000	\$165 for the first \$10,000 plus \$7 for each additional \$1,000 or fraction thereof	One half of permit fee
\$50,001-\$100,000	\$445 for the first \$50,000 plus \$6 for each additional thousand or fraction thereof	One half of permit fee
\$100,001-\$500,000	\$745 for the first \$100,000 plus \$5 for each additional \$1,000 or fraction thereof	One half of permit fee
More than \$500,000	\$2,745 for the first \$500,000 plus \$4 for each additional \$1,000 or fraction thereof	One half of permit fee

Mechanical, Plumbing, Electrical Permits

Cost of Job	Permit fee
\$0-\$10,000	\$125
\$10,001-\$50,000	\$125 for the first \$10,000 plus \$8 for each additional thousand or fraction thereof
\$50,001-\$100,000	\$320 for first \$50,001 plus \$6 for each additional thousand or fraction thereof
\$100,001-\$500,000	\$620 for the first \$100,001 plus \$4.00 for each additional thousand or fraction thereof
More than \$500,000	\$2,220 for the first \$500,001 plus \$2.00 for each additional thousand or fraction thereof

Other related permit fees

REINSPECTION FEE when required	\$125 per occurrence
Demolition permit	\$150
Moving Permit	\$150
Failure to acquire permit	Twice the amount of the permit not acquired
Change of use inspection	\$250
Application filing fee	\$50
Short term rental inspection	\$175
Storm water review/management	\$250
Fireworks Stands Permits	\$125
Floodplain Management Compliance Inspection	\$100
Hazardous Occupant Permit	\$100
Flood Zone Filing Fee	\$250

Building Permit Fees - Based on \$500,000 Residential New Construction

Jurisdiction	Plan Review Fee	Permit Fee	Additional Fees
Safe Built	1372.50	2745.00	
Charleston County	899.75	2074.50	1,2
Folly Beach	1455.00	2910.00	
Ravenel	1187.50	2375.00	
Hollywood	1187.50	2375.00	

1. \$100 license and registration fee per contractor, \$6 decal fee per contractor (annual)
2. Every sub (masonry, garage door, carpentry/light gage metal, insulation, stucco, etc.) must have a permit, cost based on valuation ; Specialty contractors (painting/wallpaper, floor covering, drywall, trim, cabinets, shelving, countertops, closet systems, shower door, etc.) each must have permit \$25, or primary contractor pays for specialty package \$275.

Example: Based on valuations of \$10,000 and \$50,000

Masonry - \$242

Garage Door - \$82

Carp - \$242

Insulation \$82

Hardi Siding - \$82

Roof - \$242

Total - \$972 (required sub permits) + \$2074.50 (permit fee) = \$3046.50

Building Permit Fees - Based on \$100,000 Residential Alteration

Jurisdiction	Plan Review Fee	Permit Fee	Additional Fees
Safe Built	372.50	745.00	
Charleston County	214.75	429.50	1,2

1. \$100 license and registration fee per contractor, \$6 decal fee per contractor (annual)
2. Every sub (masonry, garage door, carpentry/light gage metal, insulation, stucco, etc.) must have a permit, cost based on valuation ; Specialty contractors (painting/wallpaper, floor covering, drywall, trim, cabinets, shelving, countertops, closet systems, shower door, etc.) each must have permit \$25, or primary contractor pays for specialty package \$275.

Example: Based on valuations of \$5,000 and \$20,000

Masonry - \$72

Garage Door - \$62

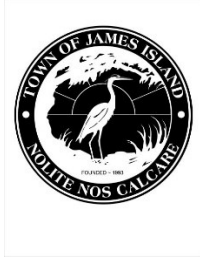
Carp - \$72

Insulation \$62

Hardi Siding - \$62

Roof - \$72

Total - \$402 + \$275.00 (specialty package) + \$429.50 (required sub permits) = \$1,106.50



Mayor's Report

May 21, 2026

Update on Safebuilt/ Building Department

Update on the Art and Community Center at the Hillman Lot

Update on SCDOT Municipal Agreement

Town Hall Repairs Update

Opioid Grant Update

Upcoming Events

May 27, 7:00 p.m., Poetry Reading and Open Mike with Poet Laureate Victor Crouch

May 28, 6:00 p.m., Neighborhood Council Candidate Forum, County Council and SC House Seat 115

June 5, 6:00 p.m. – 9:00 p.m. Town Market (band is Old Soul)

June 6, 10:00 a.m. – 4:00 p.m. Charleston County Hurricane Preparedness Expo, Walmart, James Island



May 2026 Finance Report

I have put hard copies of the final 2026-2027 PROPOSED budget at your places for discussion at the Public Hearing and your consideration to introduce by ordinance tonight. To try to help the budget to be more reader friendly, I have a presentation that I have also put at your place. I am prepared to give this presentation if you need me to.

I have also provided a 2025-2026 AMENDMENT budget for our current fiscal year that will end on June 30, 2025. This is also for your consideration to introduce by ordinance tonight. I have a budget change outline and stand ready to answer any questions you might have on the amendment.

All of the budgets and my monthly report give you data through April 30, 2026.

This monthly financial summary report has us at 83.333% of the way through our 2025-2026 Fiscal Year. I've highlighted a few items that stand out this month, and I am happy to answer any questions you may have.

OVERALL, please note that April was a three-pay period month, so salaries and benefits are higher. This happens twice a year as staff is paid every two weeks.

Revenues:

Overall, revenues are currently at 64.1% of the budget. The large items that appear to be running behind (such as the Insurance Tax Program and Franchise Fees) have large payments that come in to us in the last quarter of each fiscal year.

Please note that Business License activity is picking up as all business licenses expire on April 30th of each year.

Expenses:

Administration (overall at 68.2% of budget)

- Codification continues to run a little high as we have made recent changes to the Town codes.
- Employee Appreciation is a little high, but not overly concerning in the past month.
- Please note that April Legal Services were paid in May.

Elected Officials (overall at 70.5% of budget)

- Nothing unusual for the month.

www.JamesIslandSC.us

Public Works (overall at 88.9% primarily due to reimbursable stormwater projects)

- Signage: Continues to be higher due to ongoing ordering of replacement signs.

Code Enforcement (at 2.9% of budget)

- Nothing unusual this month.

Planning, Zoning, & Permitting (at 64.7% of budget)

- Equipment and software is the one item over budget and that is primarily due to the plotter monthly expense. However, that plotter is also almost paid off.

Emergency Services / CERT (at 32.9% of budget)

- Nothing unusual this month.

Facilities, Parks, & Equipment (at 69.1% of budget)

- While several line items are over budget, they have been reported in previous reports.
- The only unusual items were that the Nissan truck had to go into the shop for repairs and a water supply line needed relocation at Mill Point park.

Community Services (at 152.3% of budget)

- Again, Community Services has jumped significantly due to Community Service Contributions, an overage in Community Tutoring Programs, and the expense item for the passthrough of the WakeUp Carolina grant.
- History Commission is running over budget and there are two other historic markers in process that may need payment in this fiscal year.
- Special / Community Events continues to run a little high due to the increased activity of a number of successful new events.

Island Sheriff's Patrol (at 95.1% of budget)

- The personnel costs are increasing and I suggest amended amounts in the budget amendment.

Capital Projects - General Fund (at 37.7% of budget)

- The items of the vehicle purchase and the shutters and deck are over budget and will be amended in the amended budget.
- Recent work includes:
 - Nabors Sidewalk
 - Traffic Calming – Speed Hump on Schooner Drive
 - Town Hall trim work
 - Dock Street and Mill Point Pavilion Work

In Hospitality Tax, the only unusual expense was the earnest money for the lot at 1128 Hillman Street

Mike Hemmer – Finance Director

www.JamesIslandSC.us

Town of James Island

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June	TOTAL	BUDGETED	
40000 GENERAL FUND REVENUE																
40010	Brokers & Insurance Tax Program													174,355	750,000	23.2%
40011	Brokers Tax Program (BTP)	163,587	-	-	-	-	-	-	-	132	-	-	-	163,718	166,087	98.6%
40012	Insurance Tax Program (ITP)	-	4,865	67	-	-	-	-	-	-	5,705	-	-	10,636	583,913	1.8%
40015	Building Permit Fees	-	5,016	1,431	1,436	-	1,992	4,286	-	1,525	3,041	-	-	18,727	15,000	124.8%
40020	Business Licenses	26,493	115,176	17,598	97,511	8,182	1,416	27,806	2,100	29,795	40,884	-	-	366,960	480,000	76.4%
40025	Donations/Contributions	-	-	-	-	-	-	200	50	745	-	2,510	-	3,505	-	-
40050	Facility Rental Fees	(50)	725	2,150	2,000	1,900	800	1,500	1,600	850	-	2,000	-	13,475	7,500	179.7%
40060	Filing Fees	-	400	-	-	-	-	-	-	-	-	-	-	400	400	100.0%
40070	Franchise Fees	1,128	28,924	-	1,035	27,941	-	926	26,831	-	-	825	-	87,610	320,000	27.4%
40080	Interest Income	37,531	21,827	21,426	24,191	22,793	23,047	22,278	19,842	21,915	-	21,521	-	236,370	250,000	94.5%
40090	LOP - Alcohol Licenses	-	-	-	2,000	-	1,960	-	-	-	-	-	-	3,960	6,000	66.0%
40100	Local Assessment Fees	4,050	-	2,001	-	-	-	-	-	2,228	-	-	-	8,279	6,100	135.7%
40110	Local Option Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	1,557,425	1,935,000	80.5%
40112	LOST - Property Tax Credit Fund	-	123,369	244,451	117,046	114,125	118,104	114,363	129,024	103,688	-	-	-	1,064,171	1,330,000	80.0%
40114	LOST - Municipal Fund	-	56,732	112,141	52,385	52,858	54,400	53,093	63,446	48,199	-	-	-	493,254	605,000	81.5%
40120	Miscellaneous Income	696	215	-	3,287	10,524	4,744	320	90	211	-	60	-	20,146	1,500	1343.1% due to auction, insurance
40200	Planning & Zoning Fees	-	-	-	-	-	-	-	-	-	-	-	-	28,867	26,000	111.0%
40202	Accessory Structure	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40204	BNB Permit	81	106	-	-	-	-	-	-	-	-	46	-	234	-	-
40206	Board of Zoning Appeals	-	-	-	500	250	-	-	-	500	-	-	-	1,250	-	-
40208	Clearing & Grubbing	25	-	-	-	-	-	-	25	-	-	-	-	50	-	-
40209	Commercial Zoning Permit	350	100	150	175	50	390	100	190	140	-	450	-	2,095	-	-
40210	Demolition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40212	Exempt Plat	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40214	Home Occupation	175	150	50	175	100	95	50	50	150	-	100	-	1,095	-	-
40216	Residential Zoning Permit	2,220	1,940	1,550	1,515	1,375	2,485	1,525	1,800	2,450	-	2,425	-	19,285	-	-
40218	Rezoning Application	-	-	-	-	-	-	-	-	340	-	-	-	340	-	-
40220	Sign Permits	-	-	100	-	-	-	-	100	-	-	-	-	200	-	-
40222	Site Plan Review	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40224	Special Events	25	-	-	-	-	-	-	-	-	-	-	-	25	-	-
40226	Temporary (Firework/Tree Stand)	83	-	200	100	225	100	50	-	-	-	-	-	758	-	-
40228	Tree Permits	500	275	300	400	375	125	400	325	125	-	300	-	3,125	-	-
40230	Subdivision Application	180	-	-	130	-	-	50	-	50	-	-	-	410	-	-
40250	Stormwater Fee Reimbursement from County SW Fund	30,000	-	67,468	-	-	-	31,625	-	-	-	-	-	129,093	400,000	32.3%
40300	State Aid to Subdivisions (LGF)	-	78,819	-	78,819	-	-	78,752	-	-	-	78,752	-	315,142	315,000	100.0%
40310	Telecommunications Tax Program (TTP)	-	-	23	-	-	5	-	-	9,143	-	-	-	9,171	14,000	65.5%
40315	Town Market Vendor Payments	1,165	-	1,912	775	840	600	570	749	810	-	660	-	8,081	5,500	146.9%
40320	Homestead Exemption	46,285	-	-	-	-	-	-	-	-	-	-	-	46,285	46,285	100.0%
40500	Grants	-	5,192	-	-	-	-	79,156	-	-	-	-	-	84,348	5,192	1624.6%
41000	Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	271,930	-
41010	State ATAX Allowance (25,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	-
41015	State ATAX Additional %	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	-
41020	Transfer from HTAX for Public Safety of Tour Areas	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000	-
41025	Transfer from State ATAX for New JIACC Construc.	-	-	-	-	-	-	-	-	-	-	-	-	-	84,000	-
41030	Transfer from County ATAX for New JIACC Const	-	-	-	-	-	-	-	-	-	-	-	-	-	10,430	-
		314,525	443,830	473,018	383,480	241,538	210,263	417,049	246,222	222,996	159,278	-	-	3,112,199	4,855,407	
														%		of Budget: 64.1%

Town of James Island Monthly Budget Report 1st Quarter

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter						
		July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June	TOTAL	BUDGETED		
51000 ADMINISTRATION																	
51001	Salaries	52,246	54,913	55,355	82,791	55,518	65,005	50,375	50,351	51,168		77,990		595,711	850,000	70.1%	
51005	Benefits - Staff	21,710	22,170	22,548	33,628	22,717	23,460	21,729	21,232	20,919		32,885		242,998	450,000	54.0%	
51010	Advertising	249	-	-	-	64	-	-	-	-		651		964	3,000	32.1%	
51012	Audit	-	-	-	-	-	7,500	-	-	7,000		-		14,500	13,500	107.4%	
51015	Banking													746	1,000	74.6%	
51016	Bank Charges	69	130	42	128	63	42	166	23	31		52		746	700	106.5%	
51017	Bank Charges - Credit Card	-	-	-	-	-	-	-	-	-		-		-	300		
51020	Codification	263	88	-	-	-	-	1,145	-	110		500		2,106	1,000	210.6%	
51025	Copier	-	473	264	270	270	270	714	291	270		543		3,366	4,500	74.8%	
51030	Dues, Memberships, and Subscriptions	132	243	138	274	22	87	87	62	152		184		1,379	3,000	46.0%	
51035	MASC Membership	-	-	-	-	-	-	-	-	-		5,347		5,347	5,400		
51037	Business License Contract Fees	-	934	-	-	-	-	-	-	-		-		934	-		
51040	Elections	-	-	-	-	-	-	-	18,185	-		-		18,185	10,000	181.8%	
51050	Employees													7,199	11,680	61.6%	
51051	Employee Appreciation	145	-	112	461	523	50	1,792	323	249		116		3,771	2,800	134.7%	xmas party
51052	Employee Screening	-	-	-	-	180	66	-	142	-		-		388	380	102.1%	
51053	Employee Training and Travel	-	-	446	21	-	-	-	85	110		-		662	3,000	22.1%	
51055	Uniforms	-	204	-	-	-	120	-	-	827		1,226		2,378	5,500	43.2%	
51060	Equipment/Software/Maintenance	-	-	-	-	-	327	65	-	-		-		392	1,500		
51070	Grant Writing Services	-	-	1,299	-	-	-	-	-	-		-		1,299	1,299	100.0%	
51080	Information Services	3,955	774	17,515	6,684	27,967	8,737	17,950	9,643	1,151		9,099		103,475	131,680	78.6%	
51090	Insurance	-	-	-	2,816	15,384	23,385	1,925	-	5,424		-		48,934	95,000	51.5%	
51110	Legal Services	14,130	11,210	9,028	25,543	18,458	20,607	11,700	15,013	34,165		-		159,853	180,000	88.8%	
51115	Legal Settlement	-	-	-	-	-	-	-	-	-		-		-	-		
51120	Miscellaneous	-	-	-	-	90	250	100	-	-		-		440	-		
51130	Mileage Reimbursement	-	-	-	-	-	-	-	-	-		-		-	600		
51150	Postage	5,316	214	-	-	212	-	720	-	212		200		6,873	19,500	35.2%	
51160	Professional Services	7,632	-	4,000	-	-	-	4,000	-	-		-		15,632	20,000	78.2%	
51200	Supplies	1,091	1,281	412	1,662	554	1,637	1,222	249	1,557		1,148		10,814	10,000	108.1%	
		107,496	93,271	111,159	154,277	142,021	151,542	113,690	115,600	123,344		129,942	-	1,241,146	1,818,659		
																% of Budget: 68.2%	
52000 ELECTED OFFICIALS																	
52001	Salaries	5,385	5,385	5,385	8,077	5,385	5,385	6,038	6,692	6,692		10,038		64,461	78,500	82.1%	
52005	Benefits - Elected Officials	6,185	6,185	6,185	9,278	6,185	6,185	6,550	6,758	6,758		10,138		70,409	117,000	60.2%	
52030	Council Expenses	53	-	80	107	107	869	1,878	135	115		207		3,551	2,000	177.5%	swearing-in
52040	Mayor Expense	194	301	-	-	-	-	-	402	-		-		897	2,000	44.9%	
52053	Training	-	-	-	-	250	-	1,354	-	-		35		1,639	500	327.8%	
		11,818	11,871	11,650	17,462	11,927	12,439	15,820	13,988	13,566		20,418	-	140,958	200,000		
																% of Budget: 70.5%	

Town of James Island Monthly Budget Report 1st Quarter

Fiscal Year 2025 - Ending June 2026
AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June	TOTAL	BUDGETED	
53000 PUBLIC WORKS																
53030	Dues, Memberships, and Subscriptions (PW)	-	-	-	255	-	-	-	-	180	-	-	-	435	800	54.4%
53060	Equipment / Software PW (non-cap)	-	87	-	-	-	-	-	-	-	-	-	-	87	4,000	2.2%
53070	Groundskeeping	2,228	13,283	1,576	1877	4,507	13,012	8,036	3,125	2,828	1,958	-	-	52,430	80,000	65.5%
53130	Mileage Reimbursement (PW)	-	-	-	-	-	-	-	182	-	-	-	-	182	-	-
53160	Professional Services PW	-	-	-	-	-	990	-	-	-	2,393	-	-	3,383	10,000	33.8%
53162	Engineering Services	-	2,572	6,180	-	668	2,970	990	-	2,805	1,320	-	-	17,504	20,000	87.5%
53170	Projects PW (non-cap)	-	6,250	-	-	-	-	4,635	-	265	-	-	-	11,150	35,000	31.9%
53175	Stormwater Expenses (sent to County for Reimbursement)	2,250	68,803	1,238	-	825	31,625	-	13,550	3,400	-	-	-	121,690	85,000	reimbursable
53176	County Stormwater Fee Payments	-	-	-	-	-	726	-	-	-	-	-	-	726	-	-
53180	Public Outreach	-	-	-	-	-	-	-	-	-	-	-	-	-	300	-
53190	Signage	(1,564)	-	1,224	-	1,345	2,179	818	867	2,428	1,291	-	-	8,587	7,000	122.7%
53200	Supplies PW	82	-	92	69	331	290	24	-	1,979	259	-	-	3,126	4,500	69.5%
		17,996	90,994	10,309	2,201	7,675	51,792	14,503	17,725	13,885	7,221	-	-	219,300	246,600	
														% of Budget: 88.9%		
54000 CODE ENFORCEMENT (ZONING/LIVABILITY)																
54010	Animal Issues	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	-
54030	Dues, Memberships, and Subscriptions (CE)	-	-	-	-	-	-	-	-	30	-	-	-	30	200	-
54053	Employee Training (CE)	-	-	-	-	-	-	-	-	45	-	-	-	45	500	-
54060	Equipment / Software (CE)	-	-	-	-	-	-	-	-	-	-	-	-	-	500	-
54065	Inoperable Vehicle Towing	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	-
54070	Overgrown Lot Clearing	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	-
54200	Supplies (CE)	-	164	-	-	-	26	-	-	-	-	-	-	190	500	38.0%
54300	Unsafe Buildings Demolition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	164	-	-	-	26	-	-	75	-	-	-	265	9,200	
														% of Budget: 2.9%		
55000 PLANNING, ZONING, PERMITTING																
55010	Advertising	160	112	-	-	110	345	199	-	-	-	-	-	926	1,000	92.6%
55020	Arborist Reports	-	2,150	-	1,400	-	-	1,450	2,200	1,100	800	-	-	9,100	10,000	91.0%
55030	Dues, Memberships, and Subscriptions (PZP)	-	-	-	-	-	-	-	-	-	-	-	-	-	400	-
55060	Equipment / Software (PZP)	-	377	-	-	264	178	377	199	199	199	-	-	1,794	1,000	179.4%
55150	Postage (PZP)	-	-	-	-	-	-	-	-	-	-	-	-	-	400	-
55160	Professional Services (PZP)	-	3,754	2,145	-	2,310	4,110	1,815	-	3,548	5,783	-	-	23,464	35,000	67.0%
55180	Public Outreach (PZP)	-	-	-	-	-	-	1,298	-	-	-	-	-	1,298	2,500	-
55200	Supplies (PZP)	-	-	-	-	-	-	-	-	-	-	-	-	-	400	-
55400	Planning Commission	150	250	50	250	-	-	-	-	-	280	-	-	980	5,000	19.6%
55500	Board of Zoning Appeals	-	-	-	-	150	-	150	-	-	100	-	-	400	3,000	13.3%
		310	6,643	2,195	1,650	2,834	4,633	5,290	2,399	4,847	7,162	-	-	37,961	58,700	
														% of Budget: 64.7%		

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGETED		
	July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June				
56000 EMERGENCY SERVICES / CERT																
56053 Employee Training and Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	
56060 Equipment / Software (ESC)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	
56062 Radio Contract	861	-	861	-	-	861	-	924	-	-	-	-	-	3,507	3,400	103.1%
56065 Mobile Devices	281	241	241	241	203	202	203	203	203	203	-	-	203	2,218	1,500	147.9%
56070 Generator Maintenance	-	-	429	-	-	-	-	-	-	-	-	-	-	429	2,500	17.2%
56180 Public Outreach (ESC)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500	
56200 Supplies (ESC)	-	-	457	-	-	-	-	123	-	-	-	-	-	580	10,000	5.8%
56220 PPE	-	-	16	97	22	-	-	46	-	-	-	-	-	182	4,500	4.0%
56240 Response Supply Kits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,620	
56300 MISC - Emergency Management	281	281	281	-	-	-	-	-	-	-	-	-	-	843	843	100.0%
55150 Meals	-	-	156	-	-	-	-	-	-	-	-	-	-	156	156	100.3%
55160 Accommodations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
55180 Fuel/Mileage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
55200 Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
56500 Emergency Activations	-	-	-	-	-	11,315	-	-	-	-	-	-	-	11,315	30,000	37.7%
56800 Teen CERT Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	1,422	521	2,441	338	224	12,378	203	1,296	203	203	-	-	19,230	58,519		
																% of Budget: 32.9%

57000 FACILITIES, PARKS & EQUIPMENT

57060 Equipment, Funitures, Fixtures (non-cap)	-	-	259	827	80	1,324	-	44	-	1,036	-	-	3,570	3,000	119.0%	
57070 Facility Rental Deposit Returns	-	-	100	1,350	800	600	400	450	950	750	-	-	5,400	1,000	540.0%	
57080 Facilities Maintenance	232	2,707	200	505	1,785	290	5,868	5,451	6,029	1,983	-	-	25,050	25,000	100.2%	
57100 Facility Upgrades / Construction (non-cap)	-	-	2,325	-	-	243	240	-	-	750	-	-	3,558	4,000	88.9%	
57120 Fire Safety / First Aid	1,080	-	250	-	-	349	-	-	350	-	-	-	2,029	1,330	152.6%	
57150 Janitorial	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	-	-	16,500	21,500	76.7%	
57160 Rent - Storage Unit	-	145	145	145	145	191	191	191	191	191	-	-	1,535	1,750	87.7%	
57170 Security Monitoring	222	59	403	-	89	111	111	135	206	241	-	-	1,577	4,000	39.4%	
57180 Street Lights	15,724	15,832	550	31,709	-	15,863	15,863	15,863	31,729	15,879	-	-	159,013	180,000	88.3%	
57190 Utilities	3,155	2,371	894	3,762	838	2,016	2,187	2,334	3,940	2,360	-	-	23,856	35,000	68.2%	
57200 Supplies	-	-	-	1,056	692	641	657	1,136	2,211	140	-	-	6,533	1,500	435.5%	
57250 Vehicle and Equipment Fuel	-	670	203	401	189	305	183	187	376	370	-	-	2,884	6,500	44.4%	
57260 Vehicle and Equipment Maintenance	40	456	133	348	378	336	1,061	1,250	10,745	2,537	-	-	17,286	18,000	96.0%	truck repair
57300 NON-HTAX Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	23,352	120,000	19.5%	
57310 Dog Stations	183	-	-	187	-	-	-	98	102	-	-	-	571	18,000	3.2%	
57320 Brantley Park	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000		
57330 Dock Street Park	-	-	85	-	-	-	5,125	-	5,960	-	-	-	11,170	10,000	111.7%	
57340 Hillman Lot	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000		
57350 Mill Point Park	-	-	-	875	49	1,150	-	74	1,650	2,249	-	-	6,047	50,000	12.1%	
57360 Pinckney Park	-	410	-	60	-	62	3,857	-	1,175	-	-	-	5,565	30,000	18.5%	
	22,287	24,302	7,197	42,876	6,696	25,131	37,392	28,863	67,264	30,135	-	-	292,143	422,580		
																% of Budget: 69.1%

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
		July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June	TOTAL	BUDGETED	
58000 COMMUNITY SERVICES																
58010	Business Development Council	-	-	-	-	-	-	-	-	-	-	-	-	-	500	
58020	Children's Council	-	-	-	-	167	462	-	330	-	-	-	-	959	1,500	
58030	Community Service Contributions	-	-	-	3,190	-	44,950	-	10,000	-	-	-	-	58,140	40,000	
58040	Community Tutoring Programs	9,925	-	-	-	-	-	-	-	-	-	-	-	9,925	8,155	
58050	Crime Watch Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
58060	Drainage Council	-	-	-	-	-	-	-	-	-	-	-	-	-	500	
58070	History Commission	-	375	300	27	288	2,860	-	2,998	2,728	-	2,930	12,505	6,000		
58080	James Island Pride	-	174	83	291	-	406	-	-	167	-	-	1,120	6,000		
58085	Helping Hands	-	199	-	-	-	150	-	-	-	-	-	349	2,000		
58090	Neighborhood Council	-	-	-	-	-	-	1,620	-	-	-	-	1,620	2,800		
58100	Repair Care Program	8,829	-	-	-	-	-	-	-	7,811	-	8,479	25,119	40,000		
58120	Miscellaneous	-	-	-	-	-	-	-	79,156	80	-	-	79,236	-		
58200	Special / Community Events	-	1,080	90	1,580	1,605	603	1,134	593	675	-	749	8,109	6,000		
58210	Tree Council	44	-	-	785	-	748	-	197	154	-	11	1,939	5,000		
58220	Youth Sports Program with CHS	-	-	-	-	-	-	-	-	-	-	-	-	12,200		
		18,798	1,828	473	5,873	2,060	50,180	2,754	93,274	11,614	12,169	-	-	199,021	130,655	
														% of Budget: 152.3%		
59000 ISLAND SHERIFF'S PATROL																
59001	ISP Salaries	24,928	41,270	35,991	55,318	40,885	38,443	33,493	36,368	40,720	-	-	57,808	405,221	400,000	
59005	ISP Benefits	7,477	11,921	10,295	15,981	11,812	11,106	9,676	10,507	11,764	-	-	16,701	117,239	116,000	
59020	ISP Operating Costs (radio, fuel, maint, WL, vehicle us	3,278	40	40	40	4,770	6,040	11,374	6,918	40	-	-	40	32,581	20,000	
59100	ISP Dedicated Officer	21,856	-	-	-	22,592	-	-	19,338	-	-	-	-	63,785	115,005	
		57,538	53,231	46,326	71,339	80,058	55,589	54,543	73,131	52,524	74,548	-	-	618,826	651,005	
														% of Budget: 95.1%		
60000 TREE FUND																
44000	PRIOR TREE FUND BALANCE													(9,005)		
44000	ESTIMATED FY REVENUE													2,500		
														(6,505)		
60010	Tree Maintenance and Care	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	
60020	Tree Planting	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200	
	Transfer to GF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
														11,200		
		-	-	-	-	511	-	-	-	-	-	-	-	-	End Balanc	(17,705)

LPR renewa

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGETED	
	July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June			
62000 CAPITAL PROJECTS (non HTAX)															
ROAD / SIDEWALK INFRASTRUCTURE															
62014	Dill's Bluff Sidewalk III & IV	-	-	1,080	398	-	-	-	-	-	-	-	1,478	15,000	9.9%
62022	Regatta Road Sidewalk	-	-	-	-	-	-	-	-	-	-	-	-	-	
62030	Nabors I	-	-	-	-	-	-	-	660	-	-	13,890	14,550	235,000	
62034	Greenhill - Honeyhill Drainage/Paving	-	-	-	-	-	-	-	-	-	-	-	-	58,800	
62040	Traffic Calming Projects	-	-	6,711	60	173	-	-	-	7,848	-	8,270	23,062	35,000	65.9%
62050	Other Road / Sidewalk Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL Road / Sidewalk Infrastructure		-	-	7,791	457	173	-	-	-	8,508	-	22,160	39,089	343,800	
DRAINAGE / SEWER PROJECTS															
62060	RIA Sewer Project (connections)	-	-	-	-	-	-	-	-	-	-	-	-	-	
62062	Additional Sewer Connections	-	-	-	-	-	-	-	-	-	-	-	-	-	
62065	James Island Creek Sewer Expansion Match	-	-	-	-	-	-	-	-	-	-	-	-	230,043	
62100	Oceanview-Stonepost Drainage I & II	-	-	-	-	-	-	-	-	-	-	-	-	-	
62105	Quail Run Drainage	23,018	-	-	-	-	-	-	-	-	-	-	23,018	23,018	100.0%
62110	Woodhaven Drainage	23,018	-	-	-	-	-	-	-	-	-	-	23,018	23,018	100.0%
62200	Other Drainage / Sewer Projects	-	-	-	-	-	-	-	-	-	-	-	-	15,000	
62210	Cecil Circle	-	-	-	-	31,127	458	-	-	-	-	-	31,584	35,000	
TOTAL Road / Sidewalk Infrastructure		46,035	-	-	-	31,127	458	-	-	-	-	-	77,620	326,079	23.8%
62520	New Construction JIACC (non-HTAX portion)	-	-	-	-	-	-	-	-	-	-	-	-	-	
62522	New Construction JIACC (ATAX match)	-	7,184	-	-	6,364	-	-	7,452	-	-	-	21,000	21,000	100.0%
62600	Audio / Visual Upgrades	-	-	-	-	-	-	-	-	10,950	-	-	10,950	15,000	
62610	Public Works Equipment to Capitalize	-	-	-	-	-	-	-	-	-	-	-	-	1,500	
62620	Vehicle Purchase	26,131	-	-	-	-	-	50,712	-	-	-	-	76,843	47,399	162.1%
62650	Town Hall	-	-	-	-	2,675	3,425	-	40,524	-	8,330	-	54,954	64,000	85.9%
62655	Shutters and Deck	-	-	-	-	-	-	-	18,010	67,290	-	-	85,300	30,000	284.3%
62660	Computer Equipment	-	-	-	-	-	-	-	-	-	-	-	-	23,000	
65670	Phone System	-	-	-	-	-	-	-	-	-	-	-	-	11,000	
62700	Parks and Other													200,000	
62710	Brantley (non-HTAX eligible)	-	-	-	-	-	-	-	-	-	-	-	-	-	
62720	Dock Street (non-HTAX eligible)	-	-	-	-	-	-	1,026	-	1,579	-	894	3,498	100,000	
62730	Mill Point (non-HTAX eligible)	-	-	-	-	4,427	-	-	-	754	-	826	6,008	100,000	
62740	Pinckney (non-HTAX eligible)	-	-	-	-	-	-	5,950	-	-	-	-	5,950	-	
62750	Grace Triangle (non-HTAX eligible)	-	-	-	-	6,645	7,875	-	-	-	-	-	14,520	30,000	48.4%
62800	Land Acquisition (non-HTAX eligible)	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL OTHER		26,131	7,184	-	-	13,747	17,664	6,976	109,246	88,025	-	10,050	279,022	378,899	
		72,166	7,184	7,791	457	45,047	18,122	6,976	109,246	96,533	-	32,210	395,731	1,048,778	
													% of Budget: 37.7%		

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter				
		July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June	TOTAL	BUDGETED
HOSPITALITY TAX (HTAX)															
	HTAX BALANCE FROM PRIOR YEAR													3,246,825	
43000	HTAX Revenue	109,029	81,132	65,522	64,319	75,180	31,550	69,460	87,263	63,475	66,864			713,794	715,000
														% of Budget: 99.8%	99.8%
65000 HTAX OPERATING FUND (non-cap)															
65002	Brantly Park Operating	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65003	Camp and Folly Roads Landscaping Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000
65005	Community Events	-	2,000	-	-	-	-	285	184	350	584	-	-	3,403	6,000
65007	Guide to Historic JI	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
65012	Holiday Decorations	-	-	-	-	-	362	-	-	700	-	-	-	1,062	3,000
65015	Promotional Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
65016	Rethink Folly Road-Staff time	-	-	-	-	-	164	-	-	-	-	-	-	164	1,000
65018	Santee Street Public Parking Lots	1,700	2,800	2,800	2,800	2,800	31,561	-	-	-	-	-	-	44,461	32,000
65020	Town Market	-	-	4,300	817	1,488	912	1,597	2,339	2,336	1,370	-	-	15,160	10,000
65030	JIACC Operations	145	-	-	-	-	-	-	-	-	-	-	-	145	145
65300	Public Safety of Tourism Areas (25% of ISP transfer to	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000
	TOTAL OPERATING:	1,845	4,800	7,100	3,617	4,288	32,998	1,882	2,523	3,387	1,954	-	-	64,394	211,145
															30.5%
65500 HTAX ELIGIBLE CAPITAL PROJECTS															
65510	Folly Road Beautification	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000
65515	Rethink Folly Phase I	-	-	-	-	-	-	-	-	-	-	-	-	-	400,000
65516	Rethink Folly Phases II & III	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65520	James Island Arts & Community Center Construction	-	-	-	-	750	47,492	-	-	107,435	680	-	-	156,357	2,000,000
65529	Brantley Park Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65530	Dock Street Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000
65540	Hillman Lot	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65550	Mill Point Improvements	-	-	-	-	-	-	-	-	-	44	-	-	44	125,000
65560	Pinckney Park Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65700	Land Acquisition for HTAX uses	-	-	-	-	-	-	-	-	-	-	-	-	-	1,061,176
65705	Mill Point Park Acquisition	-	-	-	-	-	-	61,176	-	-	-	-	-	61,176	661,176
65710	Grace Triangle Park Acquisition	-	-	-	-	-	-	-	-	-	-	-	-	-	400,000
65715	Other HTAX Land Acquisition	-	-	-	-	-	-	-	-	-	5,000	-	-	5,000	-
65850	Other Park Projects (HTAX share)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65860	Other Tourism Related Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
	TOTAL Road / Sidewalk Infrastructure	-	-	-	-	750	47,492	61,176	-	107,435	5,724	-	-	222,576	3,701,176
HTAX ENDING ESTIMATE															
	Balance from above													3,246,825	
	Revenue													715,000	
	TOTAL AVAILABLE THIS FY:													3,961,825	
	Operating Budget													211,145	
	Projects Budget													3,701,176	
	TOTAL BUDGETED COSTS THIS FY:													3,912,321	
	ESTIMATED ENDING FY BALANCE:													49,504	

Town of James Island Monthly Budget Report

Fiscal Year 2025 - Ending June 2026
 AMENDED October 2025

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter				
		July	August	September	October	November	December	January	February	March	April (10 months or 83.33% of the FY)	May	June	TOTAL	BUDGETED
ACCOMMODATIONS TAX (ATAX)															
	ATAX Balance from prior year														23,624
42010	ATAX Revenue - State	-	24,214	-	-	14,074	-	12,670	-	-				50,958	67,500
42020	ATAX Revenue - County	-	-	580	-	245	-	-	-	151				976	7,500
	TOTAL REVENUE THIS FY:														75,000
	ESTIMATED FUNDS AVAILABLE THIS FY:														98,624
68000 ACCOMMODATIONS TAX															
68010	Tourism Related Expenditures	-	-	-	-	-								-	61,930
68050	Advertising and Promotion	-	-	-	-	150	150	150	200	150	337			1,137	5,000
	Transfer to GF	-	-	-	-	-	-	-	-	-				-	27,500
	TOTAL OPERATING:	-	-	-	-	150	150	150	200	150	337	-	-	1,137	94,430

75.5%
 13.0%

Public Works Report



Maintenance Work – Town continues to work on re-establishing ditches and clearing culverts and cross pipes. Work was delayed due to utility marking. Williams Rd, Brookbank Ave, easements from Seaside Ln to end of Greenhill, etc. are all areas currently awaiting estimates for maintenance work. SCDOT has also been working to clear requests in the Town also.

SCDES Water Summit – Melissa Flick attended the inaugural event centered on protecting and preserving South Carolina’s lakes, water, and aquifers.

Site Visits with Charleston County – Town of James Island representatives and County representatives made several site visits.

Intergovernmental Flood Prevention Taskforce – Next meeting of Countywide Intergovernmental Flood Prevention Taskforce Committee is scheduled for June 12, at James Island Town Hall.

**TOWN OF JAMES ISLAND
CODE ENFORCEMENT
MONTHLY REPORT**



REPORTING MONTH: May 2026

PREPARED BY: E. Parker Richardson

DATE PRESENTED TO COUNCIL: Thursday, May 21, 2026

➤ **OVERVIEW:**

During this reporting period, the Code Enforcement Department has continued focusing on addressing both ongoing and newly reported violations throughout the Town, while also working to resolve several long-standing cases that have remained active for extended periods of time. Primarily Livability Code Enforcement matters. These efforts have included continued communication with property owners, follow-up inspections, coordination with other Town departments, and the issuance of formal Notices of Violation where necessary to encourage compliance with Town ordinances and land development regulations.

The Town of James Island has also officially established its own Building Department. In doing so, the Town has acquired two experienced and knowledgeable Building Inspectors/Code Enforcement Officers who assist with zoning and building-related enforcement matters. This transition has strengthened the Town's ability to address permitting, construction, and code compliance issues more efficiently and proactively within the community.

Based on both citizen complaints and proactive inspections, unpermitted construction and property maintenance violations continue to be among the most common issues encountered throughout the Town. Many of these cases require coordination between zoning review, permit verification, inspections, and ongoing compliance monitoring. The department remains committed to pursuing voluntary compliance whenever possible while maintaining fair and consistent enforcement practices to protect neighborhood quality of life and uphold community standards.

➤ **CODE REQUESTS & CASE ACTIVITY:**

During this period, the Department received three (3) Code Requests through citizen complaints, internal observations, and departmental referrals, and initiated zero new Code Enforcement Cases.

I. STATUS OF CODE REQUESTS:

One (1) Closed (violations resolved), zero (0) Active/Open (under enforcement review), and two (2) Under Investigation (pending verification and inspection). The most common categories included: Zoning issues and Overgrown Vegetation.

II. STATUS OF CODE CASES:

One (1) case remains active and in progress through Johns Island Magistrate Court. The case is categorized as Multiple Violations, Solid Waste & Debris, and Inoperable Vehicles.

➤ **DEPARTMENT SUMMARY:**

The one active case that remains in Magistrate Court involves multiple ordinance violations and unpaid citations dating back to 2023. The Town continues to work closely with its legal team in preparation for an upcoming bench trial scheduled for June 17, 2026, at 10:00 a.m., regarding the resolution of this long-standing enforcement matter. It is hoped that the case will reach an amicable resolution by the end of June 2026.

➤ **DEPARTMENT FOCUS MOVING FORWARD:**

In the coming month, the Code Enforcement Department will continue to uphold consistent enforcement of Town ordinances while working collaboratively with Safe-Built, the Sheriff's Office, and internal departments including Zoning & Planning, Permitting & Licensing, and the new Building Department. The Code Enforcement Department remains focused on achieving compliance through a balanced approach that emphasizes both accountability and cooperation.



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

Facility: Council Chambers
Group: Charleston Audubon
Contact: Michael Harhold (734) 560-9332

Dates Requested:

August 3, 2026,	September 7, 2026
October 5, 2026,	November 2, 2026
December 7, 2026,	January 4, 2027
February 1, 2027,	March 1, 2027
April 5, 2027,	May 3, 2027

*First Monday, 6:00 p.m. – 8:00 p.m.



Notice of Competitive Funding Opportunity

Urban and Community Forestry Program South Carolina Forestry Commission

Funding Information and Application Package FY25 Natural Disaster and Recovery Supplemental Funding for 2022, 2023, and 2024 Events

Application Deadline: Friday, May 15, 2026, at 5:00 p.m.

Submit to:

Urban and Community SCFC Program
South Carolina Forestry Commission
5500 Broad River Road
Columbia, SC 29212

Electronic submissions are encouraged and accepted. Please send to
fwaite@scfc.gov

A voluntary recorded informational webinar will be shared via the SCFC website by April 3, 2026. The webinar will also be made available on the SCFC website:
<https://www.scfc.gov/management/urban-forestry/urban-forestry-grants/>

This Notice of Funding Opportunity is incorporated into any cooperative agreement administered by the South Carolina Forestry Commission under the Urban and Community Forestry Program. Please retain a copy for your records to reference for all aspects of your cooperative agreement, activities, reimbursements, and reporting.

TABLE OF CONTENTS

I.	Overview	3
	Program Authority	
	Program Eligibility	
II.	Available Funds, Matching Contribution Requirements, and Timeline.....	4
III.	Application Requirements and Application Review Information	6
	Project Categories	
IV.	Proposal Format.....	8
V.	Administrative Matters	9
VI.	Contact Information and Submissions	11

I. OVERVIEW

The mission of the South Carolina Forestry Commission (SCFC) is to protect, promote, enhance, and nurture the forest lands of South Carolina in a manner consistent with achieving the greatest good for its citizens. Responsibilities extend to all forest lands, both rural and urban, and to all associated forest values and amenities including, but not limited to, timber, wildlife, water quality, air quality, soil protection, recreation, and aesthetics.

The thirteen priority issues identified in South Carolina's 2020-2030 Forest Action Plan are water quality and quantity, stormwater management, prescribed burning, emerging markets, wildfire risk, forest regulation, forest health threats, air quality, fragmentation and parcelization, population growth, public perceptions about forestry, and community forests in South Carolina. Urban Forestry is incorporated to some extent in these priority areas.

As part of the South Carolina Forestry Commission 2020-2030 Strategic Plan, SCFC established the goal of providing technical, educational, and financial assistance in urban and community forestry to local governments and organized groups living and working within established developing and populated areas. To further this goal during this funding period, SCFC will be using this supplemental funding to help communities (counties and municipalities and partner organizations, prioritizing those areas affected by Hurricane Helene) assess their needs to restore their urban forests, prune and remove trees to mitigate risk and prepare for future storms, and to purchase and plant replacement trees.

Program Authority

Federal support to the South Carolina Urban and Community Forestry Program is authorized by Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended (16 U.S.C 2101 et seq.) and Public Law 118-158 American Relief Act, 2025.

SCFC funds may be awarded to any unit of local or state government, public educational institutions, IRS-approved non-profit 501(c)(3) organizations and other tax-exempt organizations.

Eligible Projects for this Funding Opportunity

The intent of this funding is to assist state, local, and tribal governments in areas impacted by hurricanes and natural disasters in 2022, 2023, and 2024 to mitigate post-storm threats to ecosystem services and to provide technical post-storm assistance to ecosystem functionality and providing technical assistance for rural and community forest restoration. For each proposal, all projects and purchases must have explicit description on how each activity will have a direct and positive impact on the recovery in impacted areas. SCFC will prioritize funding for projects affected by Hurricane Helene. SCFC will make subawards, as described below, to FEMA disaster declared counties/communities in South Carolina under this supplemental funding opportunity:

1. **Technical Assistance** – Technical assistance is for communities (counties and municipalities) engaged in storm recovery. This includes community forest/ tree canopy assessments; ecological assessments, monitoring, and restoration; revising or creating tree ordinances, especially in light of current and future storm impacts; planning for future storm mitigation; integrating green infrastructure planning and implementation into current recovery efforts; guidance on tree planting and the implementation of effective, long term community forest management; data analysis to improve prioritization, planning, and strategic use of resources.

For this activity, SCFC will be assisting state, local, and tribal governments in areas impacted by natural disasters in 2022, 2023, and 2024 (while prioritizing funding for municipalities and

counties affected by Hurricane Helene). Applicants may submit projects to SCFC for subawards for the following types of activities; however, SCFC will consider any proposals allowable under this activity as listed above.

- Tree Risk Assessments and Mitigation Plans or other UCF Planning Documents
- Tree Replacement and Maintenance Plans

SCFC anticipates subaward amounts of approximately \$50,000 to \$80,000. SCFC will consider higher subaward amounts based on need.

2. **Tree Pruning, Removal and Replacement of Public Trees** - The purpose of tree pruning for this grant award is to remove hazardous branches and/or prune storm damage. Projects that include tree removal must replace all removed trees as part of the same project. Replacement of removed trees is mandatory and must be incorporated into the project scope of work. All associated replacement costs must be fully reflected in the project budget. Communities that plan to replant trees in SCDOT right-of-way need to coordinate with SCDOT for their approval of trees species and sites for tree planting. The required replacement plantings will be considered when calculating the total funds available for tree establishment projects and may impact funding availability under applicable program funding caps. The replacement plantings must be established in the same neighborhood or district according to a planting plan and verification of funds of the partner engaged in planting (if applicable). Removals will be reimbursed when 1:1 replacements have been completed. Proper documentation of all removal and replacement activity will be reviewed at the time of the reimbursement request.

Tree Risk Assessment Plans are a prerequisite for projects involving tree removal and pruning. Projects involving both Tree Risk Assessment Plans and Tree Removals and Pruning may be submitted under one application, but will require two separate budgets, as they will be funded in separate phases. A [Tree Risk Assessment Qualified \(TRAQ\)](#) certified arborist must be contracted and on the crew.

- All pruning must be done or supervised by an ISA Certified Arborist, and all pruning should follow 2023 ANSI A300 and Z133 standards.
- Any trees to be removed with this funding must be rated as high risk according to a tree risk assessment conducted by an ISA certified arborist with the tree risk assessment qualification (TRAQ).

For this activity, SCFC will provide subawards to selected communities of \$50,000 to \$100,000.

3. **Public Tree Establishment** - The goal of tree planting projects is to increase long-term tree canopy by using best management practices for proper site/tree selection, site preparation, planting and young tree care. Sites must be in affected communities. For this activity, funding will be offered to affected communities selected under Activity #2 above to replace trees removed, as well as to replace documented tree loss from natural disasters in 2022, 2023, and 2024.

Species selected for tree establishment must be [noninvasive](#) and resilient to South Carolina's [zones](#). SCFC promotes the planting of native tree species as a priority to support local ecosystems, biodiversity, and long-term environmental resilience. Applicants may also choose to plant non-native tree species, provided they are confirmed to be non-invasive and suitable for the local environment. SCFC strongly encourages tree diversity in planting projects to enhance overall urban forest health, improve climate resilience, and reduce vulnerability to pests and

diseases.

- A planting plan detailing the location, tree species to be planted and post-planting care are required. Include a site assessment including total area, GPS boundaries and accessibility for planting and maintenance. Planting applications must include a 5-year planting and maintenance plan to ensure trees are planted correctly and that the newly planted trees will be successful in the long-term (e.g. right tree/right place, inspection of roots and trees on receipt, planting depth, regular inspections, watering, structural pruning, stake removal, etc.).
- All people participating in tree planting must be trained in or be experienced in proper tree planting according to the 2023 ANSI A300 Tree Care Standards.
- A 2 to 3-year warranty for trees/plantings by contractors is recommended.
- Applicants must use only non-invasive species.
- All replacement trees must meet [nursery stock requirements](#) to ensure purchase of quality trees and to support the long-term health of the trees.
- Inspections and the inspection reports by a qualified urban forestry professional on the quality of the trees delivered and of each completed individual tree planting are required. It is the responsibility of the subrecipient to maintain documentation that all planting and pruning is completed according to [International Society of Arboriculture](#) (ISA) standards.

II. AVAILABLE FUNDS, MATCHING CONTRIBUTION REQUIREMENTS, AND TIMELINE

Available Funds

SCFC has approximately \$2,600,000 available to fund eligible projects. **Projects will be awarded through subaward grant agreements.** Requests for assistance will be considered for projects requesting a minimum of \$15,000 in federal funds. SCFC will fund projects based on the criteria in this announcement. We may fund one or multiple projects until funding is exhausted. Funding is for programs, projects, or activities not currently being funded and cannot be used to substitute for existing funds. Funds may be used within existing programs to initiate new program development or program expansion. **Entertainment, food and beverages, computers, tree maintenance, or construction and landscape supplies/equipment are unallowable costs under the SCFC program.**

Ownership of Equipment and Supplies Purchased with Program

Unless otherwise specified, title and ownership of all equipment and supplies vests with the subrecipient throughout their useful life span, to be used *exclusively* for activities related to the project or for other activities consistent with the goals and objectives of the Urban and Community Forestry Program. If these conditions cannot be met, the subrecipient must contact SCFC to discuss options on use (subrecipients may be approved to use equipment or supplies on other Federally-funded projects in compliance with 2 CFR 200.313, or reimburse SCFC the fair market value equivalent to SCFC percentage contribution to the project).

Ineligible Expenses for Reimbursement

All costs and activities funded under this program must be allowable, allocable, reasonable, and necessary as guided by 2 CFR 200, Subpart E (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E?toc=1>). SCFC will make the final determination on the allowability of all costs included in your budget.

Unallowable costs for this program include, but are not limited to:

- Expenses incurred *before or after* the agreement period.
- Any expense that is not part of an *approved* budget.
- Food, drinks, and refreshments for meetings, volunteers, etc.
- Costs associated with *preparing* the application.
- Salaries of current staff
- Expenses not supported by proper documentation (such as paid receipts, invoices, etc.).
- Purchase of computers.

Timeline

SCFC subrecipients will be given **12 months** to complete their project. Approved projects may begin only after agreement forms are signed and submitted by the subrecipient and a fully executed agreement is returned to the subrecipient by SCFC.

Application Deadline. Proposals must be **received** at SCFC's office, 5500 Broad River Road, Columbia, SC, 29212 **or** via email to fwaite@scfc.gov , **by May 15, 2026. Email is the preferred submission method.**

Approximate Notification Date – June 19, 2026. All applicants will be formally notified of the outcome of their application. Following notification, agreements will be developed and sent to those organizations selected for funding. Agreements are to be signed and returned **within 20 days**.

Project Commencement – July 10, 2026 (approximate). Agreement Period scheduled to begin.

Reporting Schedule. Reports cover agreement activities from the beginning of subrecipient award period through project completion.

- 1st Quarter (10/1-12/31, due 1/30)
- 2nd Quarter (1/1-3/31, due 4/30)
- 3rd Quarter (4/1-6/30, due 7/30)
- 4th Quarter (7/1-9/30, due 10/30)

End Project - all projects will have an end date no later than 7/10/2027. The period of performance ends at the date specified in the agreement. No further work can be carried out on the project unless a time extension has been approved. Submissions of the Final Accomplishment Report and the Final Request for Reimbursement are due **within 60 days** of the agreement end date, or approved time extension deadline.

III. APPLICATION REQUIREMENTS, APPLICATION REVIEW INFORMATION, and Proposal Format

Project applications must have clearly stated goals, realistic budgets and a clear narrative. When you are developing your project narrative, budget, and budget narrative, please be sure to present accurate, realistic estimates for all other budget line items. This is not meant for you to be conservative in your estimates, but for you to review your request for inclusion of sufficient resource allocations for your project to be successful.

The proposal includes **4 parts**: 1. Application Form, 2. Budget Proposal, 3. Project Schedule, and 4. Proposal Narrative; plus, any additional supplements required.

1. **Application Form** Complete the Application Form and be sure that the application is signed by an Authorized Official (electronic signatures are accepted). Also be sure to fill in your organization's federal Employer Identification Number (EIN), your organization's Fiscal Year End date (month and day), and your organization's Unique Entity Identifier number.
2. **Budget Proposal** Provide an itemized budget of all SCFC expenditures requested. Each major project component from the proposal narrative **must** have a corresponding budget component. Budget estimates must be reasonable and related to accomplishing the project objective. All expenditures must occur within the period of performance and should be represented in the timeline.
3. **Project Schedule/Timeline** Provide a project outline, with the project steps: list activities to be completed by month for the duration of the project, who will do it, and accomplishments upon completion of each step (such as significant events, deadlines, responsible parties, and measurement of success). All activities listed must occur within the period of performance and should be represented in the budget.
4. **Proposal Narrative** The narrative section is limited to **a maximum of four typewritten, double-spaced pages**, not including supplements and additional information required for tree planting and other site-specific projects. The narrative should be specific and to the point.

Background: Briefly describe your project and the needs that the project addresses.

Objectives: Briefly describe what you plan to accomplish. List the objectives in order of priority. Objectives should be realistic, measurable, and attainable within the agreement period.

Statement of Need: Describe the specific natural disaster that affected your community, including when it occurred and its scope. Explain the resulting damage to forests, trees, and related ecosystems that your project will address, supported by relevant data or assessments where available. If data or assessments are unavailable, funds for this project may be used for those purposes.

Project Coordinators, Partners and Cooperators: Provide a primary contact (name, title, and brief description of qualifications), for each individual responsible for: (1) overall project coordination, (2) financial matters, and (3) technical matters.

Final Products and Accomplishments: Provide a bulleted list of measurable accomplishments and/or final products which will result from completion of this project, and which will be submitted in the final report. This section must also address ongoing care and maintenance of the project.

Supplements: *Does not count toward four-page narrative limit*

Location Map and Site Plan: Include a general location map and a site plan for all on-the-ground projects. The site plan may be a sketch but should be detailed enough to show what you propose to accomplish.

Scoring: Applications will be scored and ranked in accordance with the evaluation criteria set forth in this NOFO. However, SCFC reserves the right to make funding decisions consistent with programmatic limitations and statutory funding caps.

In accordance with program requirements, no more than fifty percent (50%) of total available program funding may be allocated to public tree establishment in affected communities. As a result:

- Projects may be selected out of strict scoring rank order to ensure compliance with this 50% funding limitation.
- A project that receives a fundable score may not receive an award if sufficient funding is not available within the public tree establishment funding category.

It is a requirement for tree removal projects to also budget for the replacement of all removed trees. This will also be a consideration in the calculation for available funds for tree establishment projects.

Applicants will be evaluated and scored on the following criteria:

Criteria	Possible Points
Clear, measurable, and achievable goals and objectives that align with SCFC agency and program priorities. SCFC requires applicants to include in their project measurable outcomes and impact. Applicants must provide specific metrics and targets for success and a plan for tracking and reporting progress.	20
Budget and Financial Sustainability: Applicants will be assessed on the feasibility of their budget and financial plans. Reviewers will look for a clear and realistic budget.	20
Projects located within counties designated as Hurricane Helene disaster areas will receive priority scoring. Applicants must clearly identify the affected area(s) and provide documentation of disaster designation. Maximum points awarded to projects in the most severely impacted counties; partial points may be awarded to projects in adjacent or moderately impacted areas.	20
Applicants must demonstrate the scope and significance of their project's impact on disaster recovery. This includes the number of trees to be planted, pruned or removed; and/or the size of the population to be served; and/or number of acres to be included in plan. Projects showing broader community-wide benefits and/or greater per capita benefit will score higher.	15
Applicants must provide a comprehensive project plan that includes: site-specific information with maps showing project area boundaries; detailed timeline with key milestones; species selection appropriate for the site and recovery goals; planting or treatment specifications; maintenance schedule and responsible parties; tree care protocols; equipment and materials lists; and methods for ensuring project success. Projects with thorough, well-organized plans demonstrating technical expertise will score highest.	15
Applicants will be evaluated on their readiness to begin work immediately upon award. This includes: completion of necessary site assessments or planning documents; possession of required permits or clear path to obtaining them; demonstrated organizational capacity and relevant experience; availability of qualified personnel or procurement of contractors; and realistic timeline for project completion. Projects ready to commence within 30-60 days of award will score highest.	10
Total Possible Points	100

Funds will be allocated on a competitive basis, using the points system described above. Proposals will be evaluated by a panel of SCFC and industry professionals. At least three reviewers will review and score each application. Proposals with the highest mean scores will be recommended for awards until funding is exhausted. Applications must reach an average score of 60 points to be considered fundable.

SCFC may ask for clarification from the applicant and negotiate the scope or budget before offering the applicant an award.

IV. ADMINISTRATIVE MATTERS

A recorded informational webinar will on the SCFC website, <https://www.scfc.gov/management/urban-forestry/urban-forestry-grants/> by April 3, 2026.

Subaward Agreement Requirements

The awards are made with funding from SCFC's agreement with the U.S. Department of Agriculture (USDA) under the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313) as amended. Subrecipients must comply with all applicable state and federal regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR 200. Project records must: (1) comply with generally accepted accounting principles; (2) document allowable costs; (3) be supported by source documentation such as canceled checks, paid bills, payrolls, time and attendance records, general ledgers, project ledgers, and contracts; and be **maintained for 3 years** following the end of the agreement period.

Each organization selected for funds will undergo a risk assessment evaluation. In accordance with 2 CFR 200.331, SCFC must determine the ability of the subrecipient to comply with federal statutes, regulations, and the terms and conditions of the sub-award agreement. Some factors to be considered by SCFC during this risk assessment include:

1. SCFC prior experience with subrecipient (i.e., on-time reports, accurate invoicing, communication)
2. Results of previous site visits or audits
3. New or frequently changing personnel and/or substantially changed internal control systems.
4. Extent and results of any prior federal awarding agency monitoring, debarment, suspension, or delinquency on federal debt.

Organizations deemed at-risk by SCFC may still receive funding. However, SCFC is authorized to impose special conditions on high-risk sub-recipients as listed in 2 CFR 200.207. Examples of special conditions may include additional measures for project monitoring, requiring the recipient to obtain technical assistance, and/or more detailed or frequent financial reporting.

Unique Entity Identifier Requirement and SAM.gov Registration

All subrecipients are required to have a Unique Entity Identifier number to receive SCFC funds. Information on registration and obtaining this number can be obtained at <https://www.sam.gov/SAM/>.

Payment Process

SCFC payments are made on a **reimbursement basis**. Subrecipients must file a request for reimbursement. Subrecipients must submit reimbursement requests at least quarterly, but no

more than monthly. SCFC will withhold payment until adequate documentation has been submitted to support all expenditures.

Publications

All publications, videos or CDs created for distribution to the public for informational or educational purposes must be submitted to SCFC for approval *prior* to reproducing (excluding announcement flyers) and include a statement of non-discrimination. Given that the funds provided are federally sourced, SCFC does not limit usage of materials or data by the Subrecipient in the post-award period. This includes and permits university faculty to publish scholarly works for publication in peer review journals and students to publish or defend a thesis or dissertation. However, all above materials produced because of this SCFC funding (including announcement flyers, scholarly works, and theses) **must** recognize the funding support of this program by including the following statement, or alternate acknowledgement **pre-approved** by SCFC:

“Funding for this project was provided in part through Urban & Community Forestry from the South Carolina Forestry Commission, in cooperation with the USDA Forest Service, Southern Region.”

Copyright

Subrecipients are permitted to copyright documents developed as part of a SCFC project, however, the USDA Forest Service and SCFC shall reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

Acknowledgement Letters

All approved subrecipients will be required to compose and send a letter to their respective US Representative and both South Carolina Senators. The letter should acknowledge receipt of the SCFC funds as part of the Farm Bill from the US Forest Service, administered by SCFC, and stress the importance of the funds in helping local communities develop or expand their urban forestry programs and managing their urban forests in a sustainable, productive manner.

The names and addresses of current US Representatives can be found at the web site – <http://www.house.gov/representatives/find/> and current Senators can be found at the web site – <http://www.senate.gov/>.

V. CONTACT INFORMATION AND SUBMISSIONS

For additional information about this program, contact:

Frances Waite
Urban Forestry Program Coordinator
South Carolina Forestry Commission
5500 Broad River Road
Columbia, SC 29212
E-mail: fwaite@scfc.gov
Office Phone: 803-896-8894

SCFC staff can give general information about the process but cannot answer individual questions over the phone. All questions pertaining to the application or specific projects must be emailed to Frances Waite at fwaite@scfc.gov. All questions must be submitted by Friday, May 1, 2026. Answers to all questions submitted in writing will be published on the SCFC website (<https://www.scfc.gov/management/urban-forestry/urban-forestry-grants/>) by May 8, 2026. Any amendments to the process or application timeline will also be published by this date on the website.

Visit our website to obtain copies of this document and appropriate forms:

<https://www.scfc.gov/management/urban-forestry/urban-forestry-grants/>

All applications should be signed by the authorized representative of the agency or organization applying. Applications may be submitted electronically to fwaite@scfc.gov. Electronic submission is encouraged. Paper applications are also accepted. Paper applications, one (1) original and five (5) copies of the complete proposal package, must be sent to:

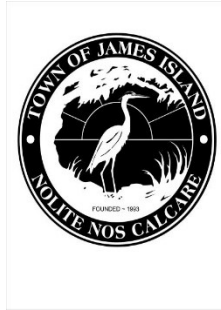
Urban and Community Forestry Program
South Carolina Forestry Commission
5500 Broad River Road
Columbia, SC 29212

APPLICATION DEADLINE 5:00 pm, May 15, 2026

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status (Not all prohibited bases apply to all programs). Persons with disabilities who require alternate means of communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-A, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

A Proclamation in Support of National Safe Boating Week



Whereas, recreational boating is a popular activity enjoyed by millions of Americans, including many residents and visitors throughout the Lowcountry; and

Whereas, safe boating begins with preparation, including wearing life jackets, maintaining proper safety equipment, and operating vessels responsibly; and

Whereas, the majority of boating accidents are preventable and often involve factors such as human error, lack of safety training, or operating under the influence; and

Whereas, National Safe Boating Week is observed to raise awareness of important safety practices and to encourage responsible boating throughout the year;

Now, therefore, I, Brook Lyon, Mayor of the Town of James Island and the members of Town Council, do hereby proclaim May 16–22, 2026 as **National Safe Boating Week** and encourage all residents and visitors to practice safe boating habits and wear a life jacket while on the water.

In witness thereof, I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Given under my signature and the seal of the Town of James Island, SC this 21 day of May 2026.

ATTEST

Brook Lyon
Mayor

Frances Simmons
Town Clerk

PROCLAMATION



In Honor of Forrest Neely, 3rd Class Petty Officer 102nd Birthday

WHEREAS, the Town of James Island recognizes and honors the extraordinary life and service of Forrest Neely, 3rd Class Petty Officer, who will celebrate his 102nd birthday on June 6, 2026; and

WHEREAS Forrest Neely answered the call to serve his country with courage, dedication, and selflessness as a Petty Officer in the United States Navy, exemplifying the highest traditions of military service and citizenry; and

WHEREAS, through his service, Petty Officer Neely contributed to the protection of our freedoms and the security of our nation, demonstrating commitment, professionalism, and sacrifice that inspire members of our community and future generations; and

WHEREAS, beyond his military service, Forrest Neely has been a valued member of our community whose life, character, and example reflect the values of honor, duty, and service to others; and

WHEREAS, Mayor Lyon and James Island Town Council wish to express their gratitude and best wishes to Forrest Neely on this remarkable milestone and to recognize his enduring legacy of service and patriotism;

NOW, THEREFORE, I, Mayor Lyon, together with the members of the Town Council of the Town of James Island, do hereby proclaim June 6, 2026, as

FORREST NEELY DAY

in the Town of James Island to express profound appreciation for his service and sacrifice on behalf of our community and nation.

Brook Lyon, Mayor

ATTEST

Frances Simmons, Town Clerk

In Council duly assembled, May 21, 2026

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA

Town Of James Island

)
)
)

RESOLUTION 2026-05

Road/Route **Folly Rd (SC 171)**
Project ID **P041903**
Project **Safety Improvements (RSA Implementation SC 171)**

WHEREAS, the South Carolina Department of Transportation (SCDOT) proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the Town of James Island (hereinafter, "the City").

WHEREAS, the Town of James Island wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with plans to be prepared by or for SCDOT ("the Project Plans").

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1991), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the Project Plans. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED that the City will assist in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company's expense, except where the utility can demonstrate a prior right of occupancy. To the extent that City-owned utilities are to be relocated, those utility lines and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT. SCDOT shall bear no liability for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way."

BE IT FURTHER RESOLVED, that the City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this ____ day of _____, 20____, and the original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia.

Dated: _____, South Carolina
Municipality

ATTEST: By: _____
Mayor

Clerk

AN ORDINANCE ADOPTING THE FISCAL YEAR 2026-2027
BUDGET FOR THE TOWN OF JAMES ISLAND, SC

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2026-2027 BUDGET FOR THE TOWN
OF JAMES ISLAND, SOUTH CAROLINA

WHEREAS, the Town of James Island requires a Budget to guide and direct the receipt and expenditure of revenues during Fiscal Year 2026-2027 and,

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

WHEREAS, South Carolina law requires that a duly noticed Public Hearing be held prior to the adoption of a Municipal Budget; and,

WHEREAS, this duly noticed Public Hearing was held on May 21, 2026.

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

Section 1: Purpose

This Ordinance is adopted to provide the Town of James Island with an Operating Budget for Fiscal Year 2026-2027.

Section 2: Creation of the Fiscal Year 2026-2027 Budget for the Town of James Island, South Carolina

By passage of this Ordinance, the Town of James Island adopts as its Budget for Fiscal Year 2026-2027 “Exhibit A,” incorporated fully herein by reference.

Section 3: Severability

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

Section 4: Effective Date and Duration

This Ordinance shall be effective from July 1, 2026, to June 30, 2027.

Public Hearing: 05-21-26

First Reading: 05-21-26

Second/Final Reading: 06-18-26

Brook Lyon
Mayor

ATTEST

Frances Simmons
Town Clerk

Town of James Island

revised - 5-5-2026

Exhibit "A - Proposed 2027 Budget"

General Fund SUMMARY FY 2026-2027

REVENUES	Budget AS AMENDED 2025-2026	EOFY Estimate 2025-2026	notes	Proposed BUDGET 2026-2027
Operating Revenues	\$4,610,977	\$4,712,754		5,543,062
Transfer in from HTAX	\$150,000	\$150,000		\$150,000
Transfer in from Co. ATAX	\$10,430	\$10,430		\$0
Transfer in from State ATAX	\$84,000	\$84,000		\$0
Transfer in from Reserves	\$0	\$0		\$0
Total Revenue:	\$4,855,407	\$4,957,184		\$5,693,062

EXPENDITURES	Budget AS AMENDED 2025-2026	EOFY Estimate 2025-2026	notes	Proposed BUDGET 2026-2027
Administration	\$1,818,659	\$1,759,906		\$1,901,522
Elected Officials	\$200,000	\$171,500		\$197,100
Public Works	\$246,600	\$307,516		\$400,400
Code Enforcement	\$9,200	\$9,200		\$30,700
Planning, Zoning, and Permitting	\$58,700	\$57,700		\$53,800
Emergency Response / CERT	\$58,519	\$58,519		\$57,600
Facilities, Parks, & Equipment	\$422,580	\$387,246		\$424,250
Tree Mitigation Fund	\$11,200	\$0		\$11,200
Community Services	\$130,655	\$245,101	\$78k to WakeUp	\$187,700
Island Sheriff's Patrol	\$651,005	\$730,000		\$734,000
General Fund Capital Projects	\$1,048,778	\$717,075		\$1,688,843
Total Expenses:	\$4,655,896	\$4,443,763		\$5,687,115
GENERAL FUND REVENUES LESS EXPENSES:				\$5,947

HOSPITALITY TAX	Budget AS AMENDED 2025-2026	EOFY Estimate 2025-2026	Proposed BUDGET 2026-2027
Revenue	\$715,000	\$750,000	\$800,000
Operating Expenses	\$61,145	\$75,106	\$58,500
Public Safety of Tourism Areas	\$150,000	\$150,000	\$150,000
HTAX Capital Projects	\$3,701,176	\$696,176	\$3,661,176
TOTAL EXPENSES:	\$3,912,321	\$921,282	\$3,869,676
Ending BALANCE of HTAX Fund	(\$60,341)	\$3,075,543	\$5,867

Stormwater Fund (County)	Budget AS AMENDED 2025-2026	EOFY Estimate 2025-2026	Proposed BUDGET 2026-2027
Revenue	\$331,088	\$331,088	\$320,000
Operating Expenses	\$996,835	\$200,000	\$1,198,637
Ending BALANCE of Stormwater Fund	\$0	\$878,637	\$0

ACCOMODATIONS TAX	Budget AS AMENDED 2025-2026	EOFY Estimate 2025-2026	Proposed BUDGET 2026-2027
Revenue	\$75,000	\$75,000	\$75,000
Operating Expenses	\$66,930	\$1,000	\$118,215
Transfer to GF	\$27,500	\$27,500	\$27,500
Ending BALANCE of ATAX Fund	\$15,394	\$70,715	\$0

Town of James Island
Revenue Budget FY 2026-2027

Exhibit "A - Proposed 2027 Budget"

Account	Line Item	History			Budget		Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	
	Brokers and Insurance Tax	\$1,005,001	\$1,109,992	<u>\$174,354</u>	\$750,000	<u>\$920,000</u>	<u>\$1,000,000</u>
40011	Brokers Tax Program (BTP)			\$163,718		\$170,000	\$175,000
40012	Insurance Tax Program (ITP)			\$10,636		\$750,000	\$825,000
40015	Building Permit Fees	\$16,733	\$15,637	\$37,894	\$15,000	\$40,000	\$18,000
40020	Business License Fees	\$552,409	\$385,909	\$379,596	\$480,000	\$480,000	\$480,000
40025	Contributions/Donations/Com Programs	\$25	\$150	\$3,605	\$0	\$8,000	\$20,000
40050	Facility Rentals	\$6,214	\$6,031	\$13,475	\$7,500	\$16,000	\$13,000
40060	Filing Fees	\$1,780	\$0	\$400	\$400	\$400	\$0
40070	Franchise Fees	\$413,176	\$285,183	\$90,171	\$320,000	\$320,000	\$325,000
40080	Interest	\$78,888	\$238,516	\$236,370	\$250,000	\$280,000	\$250,000
40090	Alcohol Licenses	\$6,250	\$6,150	\$3,960	\$6,000	\$6,000	\$6,000
40100	Local Assessment Fee	\$4,150	\$6,015	\$8,279	\$6,100	\$8,279	\$9,000
	LOST Total			<u>\$1,710,526</u>			<u>\$2,080,000</u>
40112	LOST Property Credit Fund	\$1,071,937	\$1,345,339	\$1,168,063	\$1,330,000	\$1,330,000	\$1,420,000
40114	LOST Revenue Fund	\$479,012	\$792,116	\$542,463	\$605,000	\$605,000	\$660,000
40120	Miscellaneous Income	\$54	\$20,776	\$20,146	\$1,500	\$22,000	\$2,000
	Planning & Zoning Fees	\$17,071	\$31,957	<u>\$28,867</u>	\$26,000	\$32,000	\$35,000
40202	Accessory Structure			\$0			
40204	BNB			\$234			
40206	BZA			\$1,250			
40208	Clearing & Grubbing			\$50			
40209	Commercial Zoning Permit			\$2,095			
40210	Demolition			\$0			
40212	Exempt Plat			\$0			
40214	Home Occupation			\$1,095			
40216	Residential Zoning Permit			\$19,285			
40218	Rezoning Application			\$340			
40220	Sign Permits			\$200			
40222	Site Plan Reviews			\$0			
40224	Special Events			\$25			
40226	Temporary Zoning/Firework/Tree Stand			\$758			
40228	Tree Permits			\$3,125			
40230	Subdivision Application			\$410			
40250	Stormwater Fee Reimbursements from County SW Fund	\$25,914	\$132,219	\$129,093	\$400,000	\$150,000	\$246,000
40300	State Aid to Subdivisions (LGF)	\$214,413	\$300,135	\$315,142	\$315,000	\$315,142	\$330,762
40310	Telecommunications Tax Program (TTP)	\$11,056	\$10,310	\$9,171	\$14,000	\$12,000	\$10,000
40315	Town Market Vendor Payments		\$6,013	\$8,081	\$5,500	\$9,800	\$9,800
40320	Homestead Exemption Receipts	\$0	\$46,147	\$46,285	\$46,285	\$46,285	\$46,000
40500	Grants	\$1,019,893	\$12,000	\$84,348	\$5,192	\$84,348	\$635,000
41010	State ATAX transfer - 25k		\$25,000	\$0	\$25,000	\$25,000	\$25,000
41015	State ATAX - additional %		\$2,500	\$0	\$2,500	\$2,500	\$2,500
41020	Transfer In from HTAX for Public Safety of Tourism Areas			\$0	\$150,000	\$150,000	\$150,000
41025	Transfer in from State ATAX for New JIACC			\$0	\$84,000	\$84,000	\$0
41030	Transfer in from County ATAX for New JIACC			\$0	\$10,430	\$10,430	\$0
		\$4,923,976	\$4,778,094	<u>\$3,299,764</u>	\$4,855,407	\$4,957,184	5,693,062

Town of James Island
Administration Budget FY 2026-2027

Exhibit "A - Proposed 2027 Budget"

Account	Line Item	History			Budget		Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	
51001	Salaries	\$846,966	\$814,949	\$595,711	\$850,000	\$850,000	\$900,000
51005	Benefits, Taxes & Fees	\$335,976	\$336,077	\$242,998	\$450,000	\$350,000	\$362,272
51010	Advertising	\$5,054	\$2,390	\$964	\$3,000	\$3,000	\$3,000
51012	Audit	\$12,500	\$13,500	\$14,500	\$13,500	\$14,500	\$16,000
51016	Bank charges	\$115	\$868	\$746	\$700	\$1,100	\$1,100
51017	Bank charges - CC	\$1,822	\$231	\$0	\$300	\$0	\$0
51020	Codification	\$1,503	\$1,932	\$2,106	\$1,000	\$4,000	\$2,500
51025	Copier	\$3,556	\$4,861	\$3,366	\$4,500	\$4,500	\$4,500
51030	Dues, Memberships, and Subscriptions	\$1,189	\$1,528	\$1,379	\$8,400	\$2,000	\$2,500
51035	MASC Membership	\$5,347	\$5,347	\$5,347		\$5,400	\$5,400
51037	Business License Contract Fees	\$0	\$18,868	\$934		\$934	\$500
51040	Election Expenses	\$10,676	\$0	\$18,185	\$10,000	\$18,185	\$0
51050	Employees			\$7,199			\$13,650
51051	Employee Appreciation	\$1,349	\$3,242	\$3,771	\$2,800	\$5,000	\$5,000
51052	Employee Screening	\$355	\$755	\$388	\$380	\$388	\$150
51053	Employee Training & Travel	\$8,143	\$1,745	\$662	\$5,500	\$2,500	\$5,500
51055	Employee Uniforms	\$1,630	\$2,381	\$2,378	\$3,000	\$2,500	\$3,000
51060	Equipment, Software, Maintenance	\$0	\$897	\$392	\$1,500	\$1,500	\$5,000
51070	Grant Writing Services	\$0	\$0	\$1,299	\$1,299	\$1,299	\$0
51080	Information Services	\$114,330	\$115,044	\$103,475	\$131,680	\$140,000	\$140,000
51090	Insurance	\$73,424	\$101,700	\$48,934	\$95,000	\$90,000	\$105,000
51110	Legal Services	\$125,008	\$381,148	\$159,853	\$180,000	\$215,000	\$300,000
51115	Legal Settlement	\$75,745	\$50,000	\$0	\$0	\$0	\$0
51120	Miscellaneous			\$440		\$500	\$500
51130	Mileage Reimbursement	\$195	\$1,522	\$0	\$600	\$600	\$600
51150	Postage	\$2,797	\$7,638	\$6,873	\$19,500	\$15,000	\$15,000
51160	Professional Services		\$0	\$15,632	\$20,000	\$20,000	\$12,000
51200	Supplies	\$6,092	\$9,693	\$10,814	\$10,000	\$12,000	\$12,000
		\$1,639,615	\$1,882,550	\$1,241,147	\$1,818,659	\$1,759,906	\$1,901,522

Elected Officials Budget FY 2026-2027

Account	Line Item	History			Budget		Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	
52001	Salaries	\$61,923	\$70,000	\$64,461	\$78,500	\$78,500	\$87,000
52005	Benefits, Taxes & Fees	\$70,442	\$76,735	\$70,409	\$117,000	\$84,000	\$100,100
52030	Council Expenses	\$1,078	\$952	\$3,551	\$2,000	\$5,000	\$5,000
52040	Mayor Expense	\$901	\$318	\$897	\$2,000	\$2,000	\$2,000
52053	Training			\$1,639	\$500	\$2,000	\$3,000
		\$134,344	\$148,005	\$140,957	\$200,000	\$171,500	\$197,100

Town of James Island
Public Works Budget FY 2026-2027

Exhibit "A - Proposed 2027 Budget"

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
53030	Dues, Memberships, and Subscriptions (PW)	\$0	\$0	\$435	\$800	\$800		\$800
53060	Equipment / Software (PW)	\$0	\$0	\$87	\$4,000	\$4,000		\$4,000
53070	Groundskeeping	\$64,211	\$44,276	\$52,430	\$80,000	\$80,000		\$80,000
53130	Mileage Reimbursement (PW)			\$182	\$0	\$500		\$0
53160	Professional Services (PW)	\$1,650	\$23,325	\$3,383	\$10,000	\$8,000		\$10,000
53162	Engineering Services		\$6,270	\$17,504	\$20,000	\$22,000		\$20,000
53170	Projects PW (non-capital)	\$31,927	\$118,454	\$11,150	\$35,000	\$30,000		\$25,000
53175	Stormwater Exp Sent for County Reimburse			\$121,690	\$85,000	\$146,690	reimbursable	\$246,000
53176	Stormwater Fees Paid for Town Properties			\$726		\$726		\$800
53180	Public Outreach	\$0	\$750	\$0	\$300	\$300		\$300
53190	Signage	\$5,769	\$12,604	\$8,587	\$7,000	\$10,000		\$9,000
53200	Supplies (PW)	\$11,283	\$5,247	\$3,126	\$4,500	\$4,500		\$4,500
		\$139,850	\$225,925	\$219,300	\$246,600	\$307,516		\$400,400

Code Enforcement (Zoning/Livability) Budget FY 2026-2027

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
54010	Animal Issues	\$0	\$700	\$0	\$2,000	\$2,000		\$2,000
54015	Crime Watch Materials			\$0		\$0		\$1,000
54030	Dues, Memberships, and Subscriptions (CE)	\$0	\$0	\$30	\$200	\$200		\$200
54053	Employee Training (CE)	\$0	\$178	\$45	\$500	\$500		\$1,000
54060	Equipment / Software (CE)	\$960	\$0	\$0	\$500	\$500		\$500
54065	Inoperable Vehicle Towing	\$0	\$0	\$0	\$1,500	\$1,500		\$1,500
54070	Overgrown Lot Clearing / Debris	\$725	\$0	\$0	\$4,000	\$4,000		\$15,000
54075	Debris removal leins			\$0				\$5,000
54160	Professional Services (CE)			\$0				\$2,000
54190	Signage - Wayfinding			\$0				\$2,000
54200	Supplies (CE)	\$795	\$338	\$190	\$500	\$500		\$500
54300	Unsafe Buildings Demolition							
		\$2,480	\$1,216	\$265	\$9,200	\$9,200		\$30,700

Town of James Island

Exhibit "A - Proposed 2027 Budget"

Planning, Zoning, and Permitting Budget FY 2026-2027

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
55010	Advertising	\$448	\$493	\$926	\$1,000	\$2,000		\$1,000
55020	Arborist Reports		\$2,800	\$9,100	\$10,000	\$11,000		\$10,000
55030	Dues, Memberships, and Subscriptions (PZP)	\$0	\$0	\$0	\$400	\$400		\$1,000
55060	Equipment / Software (PZP)	\$2,214	\$3,707	\$1,794	\$1,000	\$2,000		\$2,200
55150	Postage (PZP)	\$0	\$0	\$0	\$400	\$400		\$400
55160	Professional Services (PZP)			\$23,464	\$35,000	\$35,000	comp plan	\$30,000
55180	Public Outreach (PZP)			\$1,298	\$2,500	\$2,000		\$2,000
55200	Supplies (PZP)	\$147	\$41	\$0	\$400	\$400		\$200
55400	Planning Commission	\$1,012	\$750	\$980	\$5,000	\$2,500		\$4,000
55500	Board of Zoning Appeals	\$563	\$4,502	\$400	\$3,000	\$2,000		\$3,000
		\$4,384	\$12,293	\$37,962	\$58,700	\$57,700		\$53,800

Emergency Response / CERT Budget FY 2026-2027

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2024-2025	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
56053	Employee Training and Travel (ESC)			\$0	\$2,500	\$500		\$1,500
56060	Equipment / Software (ESC)			\$0	\$1,000	\$500		\$500
56062	Radio Contract	\$3,990		\$3,507	\$3,400	\$4,500		\$4,500
56065	Mobile Devices	\$1,412		\$2,218	\$1,500	\$2,700		\$2,700
56070	Generator Maintenance	\$1,911	\$1,707	\$429	\$2,500	\$2,500		\$2,500
56180	Public Outreach		\$0	\$0	\$500	\$500		\$500
56200	Supplies (ESC)			\$580	\$10,000	\$10,000		\$8,500
56220	PPE for Town			\$182	\$4,500	\$2,500		\$3,500
56240	Response Supply Kits			\$0	\$1,620	\$850		\$1,200
56300	MISC - Emergency Management			\$843	\$843	\$843		\$500
56310	Meals			\$156	\$156	\$156		\$500
56320	Accomodations			\$0				\$1,000
56330	Fuel/Mileage			\$0				\$200
56350	Other			\$0				
56500	Emergency Activations	\$18,766	\$21,585	\$11,315	\$30,000	\$30,000		\$30,000
		\$26,079	\$23,292	\$19,230	\$58,519	\$55,549		\$57,600

Town of James Island

Exhibit "A - Proposed 2027 Budget"

Facilities, Parks, & Equipment Budget FY 2026-2027

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
57060	Equipment / Non-Capital Fixtures	\$1,399	\$12,024	\$3,570	\$3,000	\$4,000		\$3,000
57070	Facility Rental Deposit Returns			\$5,400	\$1,000	\$6,000		\$6,000
57080	Facilities Maintenance	\$17,286	\$34,373	\$25,050	\$25,000	\$36,000		\$40,000
57100	Facility Upgrades / Const (non-cap)			\$3,558	\$4,000	\$4,000		\$4,000
57120	Fire Safety / First Aid / AED			\$2,029	\$1,330	\$2,029		\$2,000
57150	Janitorial	\$14,850	\$22,621	\$16,500	\$21,500	\$19,800		\$21,500
57160	Rent - Storage Unit			\$1,535	\$1,750	\$1,917		\$1,750
57170	Security Monitoring	\$1,151	\$8,002	\$1,577	\$4,000	\$2,500		\$4,000
57180	Street Lights	\$148,403	\$214,119	\$159,013	\$180,000	\$191,000		\$195,000
57190	Utilities	\$28,366	\$28,786	\$23,856	\$35,000	\$35,000		\$40,000
57200	Supplies - (FPE)			\$6,533	\$1,500	\$8,000		\$7,000
57250	Vehicle and Equipment Fuel			\$2,884	\$6,500	\$4,000		\$4,000
57260	Vehicle and Equipment Maintenance	\$6,308	\$13,908	\$17,286	\$18,000	\$18,000		\$12,000
57300	Non-HTAX Maintenance			\$23,353				
57310	Dog Station Maintenance		\$94	\$571	\$18,000	\$10,000		\$18,000
57320	Brantley Park Maint (non HTAX)	\$1,700		\$0	\$2,000	\$0		\$500
57330	Dock Street Maint (non HTAX)			\$11,170	\$10,000	\$15,000		\$15,000
57340	Hillman Maint (non HTAX)			\$0	\$10,000	\$0		\$500
57350	Mill Point Maint (non HTAX)			\$6,047	\$50,000	\$15,000		\$25,000
57360	Pinckney Park Maint (non HTAX)	\$9,113		\$5,565	\$30,000	\$15,000		\$25,000
		\$228,576	\$407,904	\$292,144	\$422,580	\$387,246		\$424,250

Tree Fund Budget (Non-General Fund) FY 2026-2027

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
	Initial Balance	\$9,488	\$90,376	(\$305)	(\$9,005)	(\$305)		\$206
44000	Tree Mitigation Revenue	\$85,600	\$2,175	\$511	\$2,500	\$511		\$2,000
60010	Tree Maintenance and care		\$6,856	\$0	\$10,000	\$0		\$10,000
60020	Tree Planting	\$4,712		\$0	\$1,200	\$0		\$1,200
	Ending Balance	\$90,376	(\$305)	\$206	(\$17,705)	\$206		(\$8,994)

Town of James Island

Exhibit "A - Proposed 2027 Budget"

Community Services Budget FY 2026-2027

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
58010	Business Development Council			\$0	\$500	\$500		\$500
58020	Children's Council			\$959	\$1,500	\$1,500		\$5,000
58030	Community Service Contributions	\$31,100	\$40,899	\$58,140	\$40,000	\$58,140		\$50,000
58040	Community Tutoring Programs	\$1,570	\$17,580	\$9,925	\$8,155	\$9,925		\$0
58060	Drainage Council			\$0	\$500	\$500		\$500
58070	History Commission	\$433	\$22,718	\$12,505	\$6,000	\$15,800	2 hist, 1 Sooy	\$20,000
58075	James Island Arts Council			\$0		\$500		\$6,000
58080	James Island Pride	\$327	\$2,535	\$1,120	\$6,000	\$6,000		\$6,000
58085	Helping Hands	\$722	\$2,332	\$349	\$2,000	\$2,000		\$2,000
58090	Neighborhood Council	\$1,573	\$181	\$1,620	\$2,800	\$2,800		\$5,000
58095	Parks and Gardens			\$0		\$500		\$10,000
58100	Repair Care Program	\$33,471	\$22,738	\$25,119	\$40,000	\$40,000		\$40,000
58120	Miscellaneous Community Services			\$79,236		\$79,236		\$0
58200	Special / Community Events	\$1,677	\$79	\$8,109	\$6,000	\$10,000		\$15,000
58210	Tree Council	\$2,859	\$3,757	\$1,939	\$5,000	\$5,000		\$15,000
58215	Veterans Affairs Council			\$0		\$500		\$500
58220	Youth Sports Programs with CHS	\$12,291	\$12,100	\$0	\$12,200	\$12,200		\$12,200
		\$86,023	\$124,918	\$199,021	\$130,655	\$245,101		\$187,700

Island Sheriff's Patrol Budget (Split GF & HTAX) FY 2026-2027

25% transfer from HTAX

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
59001	ISP Salaries	\$231,530	\$365,090	\$405,221	\$400,000	\$465,000		\$460,000
59005	ISP Benefits, Taxes & Fees	\$66,673	\$105,302	\$117,239	\$116,000	\$135,000		\$130,000
59020	ISP Operating Costs	\$12,512	\$26,688	\$32,581	\$20,000	\$40,000		\$44,000
59100	ISP - Dedicated Officer	\$65,407	\$81,735	\$63,785	\$115,005	\$90,000		\$100,000
		\$376,122	\$578,814	\$618,826	\$651,005	\$730,000		\$734,000

Town of James Island

Exhibit "A - Proposed 2027 Budget"

Capital Projects (GF) Budget FY 2026-2027

Account	Line Item	History			Budget			Proposed BUDGET 2026-2027	Future					Total 5-Year CIP	
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes		2027-2028	2028-2029	2029-2030	2030-2031	2031-2032		
ROAD / SIDEWALK INFRASTRUCTURE															
62014	Dills Bluff Sidewalk, Phase III & IV	\$181,575	\$9,568	\$1,478	\$15,000	\$15,000		\$100,000		\$250,000	\$500,000	\$500,000	\$500,000	\$0	\$1,750,000
	Dills Bluff Sidewalk, Phase IV - Winborn to HBVR			\$0		\$0		\$0		\$223,000	\$275,000	\$250,000	\$0	\$0	\$748,000
62030	Nabors Phase I			\$14,550	\$235,000	\$50,000		\$0	CTC commitment committed	\$235,000	\$0	\$0	\$0	\$0	\$235,000
62034	Greenhill / Honey Hill Drainage /Paving Phase I-II		\$7,088	\$0	\$58,800	\$0		\$58,800		\$0	\$0	\$0	\$0	\$0	\$0
62040	Traffic Calming Projects	\$82,601	\$25,967	\$23,062	\$35,000	\$50,000		\$30,000		\$15,000	\$10,000	\$15,000	\$15,000	\$15,000	\$70,000
62050	Other Road / Sidewalk Capital Improvement Projects	\$0	\$0	\$0	\$0	\$0		\$5,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
	TOTAL Infrastructure:	\$264,742	\$154,330	\$39,090	\$343,800	\$115,000		\$193,800		\$733,000	\$795,000	\$775,000	\$525,000	\$25,000	\$2,853,000
DRAINAGE / SEWER PROJECTS															
62060	RIA Sewer Project (Connections)			\$0	\$0	\$0		\$700,000	Project complete June 2026?	\$300,000					\$300,000
62062	Additional Sewer Connections			\$0	\$0	\$0		\$400,000	Project complete June 2026?	\$100,000					\$100,000
62065	James Island Creek Sewer Infrastructure Expansion Match		\$213,957	\$0	\$230,043	\$0	psd bill soon?	\$230,043	\$444,000 complete soon?						\$0
62100	Oceanview-Stonepost Drainage Basin, Phases I-II	\$643,978	\$348,887	\$0											\$0
62105	Quail Run Drainage Improvements	\$1,062,451	\$279,000	\$23,018	\$23,018	\$23,018	final								\$0
62110	Woodhaven Drainage Improvements	\$229,565	\$273,551	\$23,018	\$23,018	\$23,018	final								\$0
62130	James Island Creek Basin Drainage Improvements			\$0						\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
62140	Drainage Outflow Valve Devices			\$0						\$10,000	\$10,000	\$10,000	\$0	\$0	\$30,000
62200	Other Drainage Improvement Projects	\$24,297	\$21,030	\$0	\$15,000	\$10,000		\$10,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
62210	Cecil Circle drainage			\$31,584	\$35,000	\$31,584	final								\$0
62220	Bay Front drainage improvements			\$0				\$30,000	\$630,000 grant?, 20% match	\$600,000					\$600,000
	TOTAL Drainage:	\$2,217,986	\$1,136,426	\$77,620	\$326,079	\$87,620		\$1,370,043		\$1,045,000	\$45,000	\$45,000	\$35,000	\$35,000	\$805,000
OTHER CAPITAL PROJECTS															
62522	New JIACC (Town Match for ATAX Funding)			\$21,000	\$21,000	\$21,000		\$0		\$0	\$0	\$0	\$0	\$0	\$0
62600	Audio Visual Upgrades	\$67,195		\$10,950	\$15,000	\$21,900		\$10,000		\$10,000	\$10,000	\$0	\$0	\$0	\$20,000
62610	Public Works Capital Equipment	\$8,915	\$13,838	\$0	\$1,500	\$1,500		\$5,000		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
62620	Vehicle Purchase		\$47,665	\$76,843	\$47,399	\$106,131	max incl ISP truck upfit	\$5,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
62650	Town Hall General			\$54,954		\$72,624	trim painting too	\$10,000		\$10,000	\$0	\$0	\$0	\$0	\$10,000
62655	Town Hall - Shutters and Deck			\$85,300	\$30,000	\$85,300	final	\$0		\$0	\$0	\$0	\$0	\$0	\$0
62660	Town Hall - Computer upgrade			\$0	\$23,000	\$0		\$0		\$5,000	\$5,000	\$5,000	\$0	\$0	\$15,000
62670	Town Hall - Phone system upgrade			\$0	\$11,000	\$0		\$30,000		\$0	\$0	\$0	\$0	\$0	\$0
	Park Capital Improvements (not paid by HTAX)			\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0
62710	Brantley (non HTAX eligible)			\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0
62720	Dock Street (non HTAX eligible)	\$24,525	\$19,594	\$3,498	\$100,000	\$75,000		\$25,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
62730	Mill Point Park Improvements (non HTAX eligible)			\$6,008	\$100,000	\$75,000		\$25,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
62740	Pinckney Park Improvements (non HTAX eligible)		\$9,556	\$5,950	\$0	\$6,000		\$10,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
62750	Grace Triangle Park Improvements (non HTAX eligible)			\$14,520	\$30,000	\$50,000	surveys, plans, etc.	\$5,000		\$5,000	\$5,000	\$200,000	\$100,000	\$10,000	\$320,000
62800	Land Acquisition (not paid by HTAX)	\$615,000		\$0	\$0	\$0		\$0		\$10,000	\$20,000	\$20,000	\$20,000	\$20,000	\$90,000
	TOTAL Other Capital Projects:	\$715,635	\$93,128	\$279,023	\$378,899	\$514,455		\$125,000		\$85,000	\$85,000	\$270,000	\$165,000	\$75,000	\$680,000
	TOTAL CAPITAL PROJECTS:	\$3,198,363	\$1,383,884	\$395,733	\$1,048,778	\$717,075		\$1,688,843		\$1,863,000	\$925,000	\$1,090,000	\$725,000	\$135,000	\$4,338,000

Town of James Island

Hospitality Tax Operating (Non-Capital) Budget FY 2026-2027

account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
	Initial Fund Balance	\$2,279,174	\$2,741,945	\$3,246,825	\$3,136,980	\$3,246,825		\$3,075,543
43000	Hospitality Tax Revenue	\$789,613	\$699,290	\$713,794	\$715,000	\$750,000		\$800,000
	Hospitality Expenses							
65003	Camp and Folly Roads Landscaping Maintenance	\$3,325	\$2,650	\$0	\$3,000	\$3,000		\$1,000
65005	Community Events	\$5,939	\$4,318	\$3,403	\$6,000	\$7,500	adding Poet Laureat	\$27,000
65007	Guide to Historic James Island	\$0	\$0	\$0	\$1,000	\$0		\$1,000
65012	Holiday Decorations	\$0	\$3,648	\$1,062	\$3,000	\$500		\$3,000
65015	Promotional Grants	\$10,250	\$0	\$0	\$5,000	\$0		\$1,000
65016	ReThink Folly Rd - Staff Time	\$71	\$12	\$164	\$1,000	\$500		\$500
65018	Santee St. Public Parking Lot	\$34,400	\$35,450	\$44,461	\$32,000	\$44,461		\$0
65020	Town Market (HTAX)	\$3,574	\$10,885	\$15,160	\$10,000	\$19,000		\$25,000
65030	James Island Arts & Cultural Center Operations	\$151,771	\$49,595	\$145	\$145	\$145	for now	\$0
65032	James Island Arts & Cultural Center Programs & Events	\$3,820	\$9,652	\$0	\$0	\$0	for now	\$0
	TOTAL Operating Expenses:	\$213,150	\$116,395	\$64,395	\$61,145	\$75,106		\$58,500
65300	Public Safety of Tourism Areas (TRANSFER TO GF)	\$110,217	\$27,937	\$0	\$150,000	\$150,000	transfer item	\$150,000
	Committed to HTAX Capital Projects	(\$21,175)	\$50,079	\$222,577	\$3,701,176	\$696,176	see below for projects	\$3,661,176
	TOTAL Transfers:	\$89,042	\$78,016	\$222,577	\$3,851,176	\$846,176		\$3,811,176
	Ending Restricted Balance	\$2,741,945	\$3,246,825	\$3,673,647	(\$60,341)	\$3,075,543		\$5,867

Hospitality Tax Capital Projects FY 2026-2027

account	Line Item	History			Budget			Proposed BUDGET 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026	AS AMENDED 2025-2026	EOFY 2025-2026 Estimate	notes	
65501	Bus Shelters/Bench on Folly Road							\$0
65504	Wayfinding Signage							\$0
65510	Folly Road Beautification (such as flagpoles)	\$3,670	\$21,000	\$0	\$10,000	\$10,000		\$10,000
65515	Rethink Folly Road - Phase I			\$0	\$400,000	\$0	commitment to co. soon?	\$250,000
65516	Rethink Folly Road - Phase II-III			\$0		\$0		\$0
65520	Jl Arts & Community Center Construction		\$24,189	\$156,357	\$2,000,000	\$200,000	moved all from GF capital	\$2,350,000
65529	Brantley Park (HTAX eligible)			\$0		\$0		\$0
65530	Dock Street Park Improvements (HTAX eligible)			\$0	\$100,000	\$5,000		\$125,000
65540	Hillman Lots Improvements (HTAX eligible)			\$0		\$50,000		\$85,000
65550	Mill Point Park Improvements (HTAX eligible)		\$22,734	\$44	\$125,000	\$25,000		\$125,000
65560	Pinckney Park Improvements (HTAX eligible)		\$2,250	\$0		\$0		\$0
65570	Grace Triangle Park Improvements (HTAX eligible)			\$0		\$50,000		\$50,000
65700	Land Acquisition (for uses allowed by HTAX)							\$0
65705	Mill Point Park Acquisition		\$63,067	\$61,176	\$661,176	\$61,176	pay in january	\$661,176
65710	Grace Triangle Park Acquisition			\$0	\$400,000	\$0		\$0
65715	Other HTAX Land Acquisition			\$5,000		\$340,000		\$0
65850	Other Park Projects (HTAX share)	\$16,675	\$47,402	\$0		\$0		\$0
65860	Other Tourism-Related Projects	\$2,000	\$3,350	\$0	\$5,000	\$5,000		\$5,000
		\$25,943	\$183,992	\$222,577	\$3,701,176	\$696,176		\$3,661,176
	Ending Budgeted Balance:				(\$60,341)	\$3,075,543		\$5,867

	Future					Total 5-Year CIP
	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	
						\$0
						\$0
						\$0
	\$150,000					\$150,000
						\$0
	\$650,000					\$650,000
						\$0
						\$0
	\$10,000					\$10,000
	\$200,000	\$200,000	\$300,000	\$300,000		\$1,000,000
						\$0
	\$661,176	\$661,176				\$1,322,352
						\$0
						\$0
						\$0
	\$1,721,176	\$861,176	\$300,000	\$300,000	\$0	\$3,132,352

Town of James Island

Stormwater Fund (Managed by County on behalf of Town) Budget FY 2026-2027

account	Line Item	History			Budgeted 2025-2026	EOFY 2025-2026 Estimate	notes	Proposed Budget 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026				
	Initial Balance	\$624,573	\$771,965	\$747,549	\$665,747	\$747,549		\$878,637
	Stormwater Revenue	\$367,445	\$350,321		\$305,088	\$305,088		\$320,000
	Interest	\$0	\$0		\$26,000	\$26,000		\$0
	Stormwater Expense	\$220,053	\$374,737	\$129,093	\$596,835	\$200,000	Co assumes we'll use it all	\$1,198,637
	Transfer Out to Capital Projects				\$400,000	\$0		\$0
	Ending Balance	\$771,965	\$747,549	\$618,456	\$0	\$878,637		\$0

ATAX Budget FY 2026-2027

account	Line Item	History			Budgeted 2025-2026	EOFY 2025-2026 Estimate	notes	Proposed Budget 2026-2027
		Actual 2023-2024	Actual 2024-2025	Through April 26 2025-2026				
	Initial Balance	\$41,483	\$24,896	\$24,215	\$34,824	\$24,215		\$70,715
	<u>ATAX Revenues</u>	\$67,823	\$79,639					
42010	State			\$50,958	\$67,500	\$67,500		\$67,500
42020	County			\$976	\$7,500	\$7,500		\$7,500
				\$51,934	\$75,000	\$75,000		\$75,000
	<u>Operating Expense</u>	\$84,410	\$80,320	\$1,137	\$66,930	\$1,000		\$118,215
68010	Tourism Related Expenses			\$0	\$61,930	\$0	need to use	\$116,715
68050	Advertising and Promotion			\$1,137	\$5,000	\$1,000	sea island chamber here	\$1,500
	<u>Transfer to General Fund</u>			\$27,500	\$27,500	\$27,500		\$27,500
	Change in Fund Balance:	(\$16,587)	(\$681)	\$23,297	(\$19,430)	\$46,500		(\$70,715)
	Ending RESTRICTED Balance	\$24,896	\$24,215	\$47,512	\$15,394	\$70,715		\$0

WakeUp Carolina

786 Johnnie Dodds BLVD Suite C
Mount Pleasant, South Carolina, 29464

www.wakeupcarolina.org

codyhendrick@wakeupcarolina.org

April 27, 2026

Mayor and Members of the Town Council
Town of James Island
James Island, South Carolina

Dear Mayor and Members of the Town Council,

The Spero Collective is well underway and making progress. We are so grateful to be a part of this collaborative initiative that will without a doubt help save the lives of countless people within and surrounding the community.

As you know we are stronger when we work together and it is obvious that the Town of James Island is a fantastic ally as we deliver this compassionate, data-informed community action. I have been blessed to interact with the engaging town staff as I represent WakeUp Carolina in this capacity; your thoughtful drive, friendly embrace, and caring leadership is evident by the smiles in your community.

I want to take my time to thank you for entrusting WakeUp Carolina with this wonderful opportunity to make impactful waves of change within our unique community. I am so deeply inspired by everyone I have worked with on this collaboration.

Respectfully

Cody Hendrick

Tide Turners & Spero Community Partnership Program Director
WakeUp Carolina

Spero Community Partnership Activities Timeline

Project 3, “Spero Community Partnership Coordinator,” was realized in the hiring of Cody Hendrick to assume the role that bridges the gap between the Town of James Island and WakeUp Carolina. Cody’s two major responsibilities are the Spero Community Partnership and Tide Turners Recovery Project. Duties include managing Dum Spiro Spero – Town of James Island Overdose Prevention Project (Project 1) and Tide Turners Recovery Project (Project 2). Both projects are currently underway and progressing on schedule. Below you will find a detailed timeline:

- February 2, 2026 – Tide Turners & Spero Community Partnership Coordinator onboarded
- February 4 to February 18, 2026 – Groundswell Institute Training for Surf Therapy for Trauma & Recovery complied with:
 - Surf Therapy for Trauma & Recovery Level 1, coach
 - Surf Therapy for Grief
 - Surf Therapy + EMDR
 - Surf Therapy – Trauma Informed Volunteer Training
 - Surf Therapy for Trauma & Recovery Level 2, facilitator/instructor
- February 19, 2026 – Groundswell Level 2 Facilitator status achieved, improving capabilities and status for WakeUp Carolina and Tide Turners Recovery Project
- February 20, 2026 – Monthly Narcan TRIO training booked for first training March 18, 2026
- March 2, 2026 – Volunteer Handbook for Tide Turners development begins
- March 11, 2026 – First Order of Surfboard for Tide Turners Recovery Project placed
 - Expected delivery date of mid-May
- March 13, 2026 –
 - Narcan Distribution Box Delivered
 - 456 Narcan Units Received from Distributer
 - Inventory completed, Lot #s and Expiration Dates confirmed
- March 16, 2026 –
 - 24 L2S Kits assembled
 - Narcan repackaged and prepped for issue to ToJI
- March 17, 2026 – Equipment Trailer for Tide Turners Recovery Project purchased and transported to WakeUp Carolina
- March 18, 2026 –
 - First TRIO training met

- 288 units of Narcan issued to the town, including 24 L2S kits
- March 26, 2026 –
 - Begin process of establishing Tide Turners Recovery Project on Folly
 - Requirements identified
- March 30, 2026 – 168 L2S kits assembled
- April 3, 2026 –
 - WakeUp Carolina attends first Town Market
 - 12 L2S Narcan Kits distributed during outreach and community engagement
- April 4, 2026 – Tide Turners Volunteer Handbook sent to editor for review
- April 8, 2026 – Lifeguard certification achieved, meeting criteria for surf operations
- April 13, 2026 – Tide Turners Volunteer Handbook nears completion; enters final editing phase
- April 15, 2026 –
 - Resilience module development for Tide Turners begins
 - WakeUp Carolina engages restaurants in the community; 1 restaurant agrees to keep Narcan and receive staff training
 - 96 L2S Kits issued to the town
 - First Partnered Narcan Monthly Inventory, Jackie M. & Cody H.
 - Second Monthly Narcan TRIO training, increased community participation
- April 17, 2026 – 72 L2S Kits issued to Town of James Island
 - Marking the first half of the Narcan delivered to ToJI
- April 23, 2026 – Volunteer Handbook working draft completed, sent for final review
- April 24, 2026 – Confirmed delivery of equipment for Tide Turners Recovery Project week May 11 – 15

Cody Hendrick

Tide Turners & Spero Community Partnership Program Director

WakeUp Carolina

ADP Employee Pay Information

Date: 03/31/2026
Page: 23 of 34

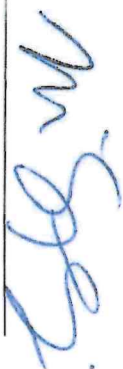
Check/Voucher N°	00090012	
Payroll Name		Hendrick, Cody A
File Number	000076	
Gross Pay	\$ 5,556.16	
Pay Date	02/27/2026	
Payroll Num	1	
Week Num	9	
Accrued		
Federal/Ad		
Federal Income - F	\$ 49.24	
Federal Income - F	\$ 5,556.16	
Federal Taxable Wages	\$ 11,533.39	
Social Security - Emplo	\$ 344.48	
Social Security - F	\$ 5,556.16	
Medicare - Emplo	\$ 80.56	
Medicare - Emplo	\$ 5,556.16	
Medicare	\$ 167.23	
Employer C		
Social Security Amount		715.08
Medicare Amount		167.25
Regular Ho	137.14	
Take Home	\$ 4,961.51	

M. S. S.

ADP Employee Pay Information

Date: 03/31/2026
Page: 34 of 34

Check/Voucher N	00140011	Hendrick, Cody A
Payroll Name		
File Number	000076	
Gross Pay	\$ 5,977.23	
Pay Date	03/31/2026	
Payroll Num	1	
Week Num	14	
Accrued		
Federal Ad		
Federal Income -	\$ 99.77	
Federal Income -	\$ 5,977.23	
Federal Taxable Wages	\$ 11,533.39	
Social Security - Employee	\$ 370.59	
Social Security - E	\$ 5,977.23	
Medicare - Employ	\$ 86.67	
Medicare - Employ	\$ 5,977.23	
Medicare	\$ 167.23	
Employer C		
Social Security Amount		715.08
Medicare Amount		167.25
Regular Ho	147.15	
Take Home	\$ 5,277.08	



WakeUp Carolina Activity and Timeline Report

Submitted to:

Town of James Island, South Carolina

For Information Regarding Funding Support through the **South Carolina Opioid Recovery Fund (SCORF)**

Submitted By:

WakeUp Carolina

501(c)3 Nonprofit Organization
Charleston, South Carolina

Project Title:

The Spero Collective

A Collaborative Community Initiative Between the Town of James Island & WakeUp Carolina

Date: April 27, 2026

Primary Contact:

Nanci Steadman Shipman

Founder & Executive Director

WakeUp Carolina

nancishipman@wakeupcarolina.org

www.wakeupcarolina.org