



Town of James Island, Regular Town Council Meeting
May 18, 2023; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

IN-PERSON MEETING

(This Meeting will also be live-streamed on the Town's You-Tube Channel, <https://www.youtube.com/channel/UCm9sFR-ivmaAT3wvHdAYZqw/>)

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
- 2) Public Hearing: Ordinance #2023-04: Proposed Amendment Changes to Accessory Structure, Driveway Setbacks and Changes to Merge Bed & Breakfasts Term with Short-Term Rentals Term; to further define/clarify regulations

3) Public Comment:

4) Consent Agenda:

Minutes: April 20, 2023, Regular Town Council Meeting

5) Information Reports:

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

6) Requests for Approval by Staff:

- a) Pauline Avenue Traffic Calming Request to install four (4) speed humps
- b) Seaside Lane Traffic Calming, JLA Traffic Calming Study
- c) Repair Care Program: Roof Replacement at 1135 Hillman Street (\$13,397.10)
- d) Grand Concourse Pipe Repair

7) Committee Reports:

- a) Land Use Committee
- b) Environment and Beautification Committee
- c) Children's Committee
- d) Public Safety Committee
- e) History Committee
- f) Rethink Folly Road
- g) Drainage Committee
- h) Business Development Committee
- i) Trees Advisory Committee
- j) James Island Intergovernmental Council

8) Proclamations and Resolutions:

- a) Proclamation for 63rd Annual Public Works Week
- b) Resolution #2023-07: Charleston County Transportation Tax Funds (CTC) Nabors Drive Sidewalk Project
- c) Resolution #2023-08: To Acquire Real Property Located at 1129 Hillman Street (TMS # 428-03-00-062)

9) Ordinances up for First Reading:

- a) Ordinance #2023-04: Proposed Amendment Changes to Accessory Structure, Driveway Setbacks and Changes to Merge Bed & Breakfasts Term with Short-Term Rentals Term; to further define/clarify regulations

10) Ordinances up for Second/Final Reading:

- a) Ordinance #2023-03: An Ordinance Adopting the Fiscal Year 2023-2024 Budget for the Town of James Island

11) Old Business:

12) New Business:

13) Executive Session: The Town Council may enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina for contractual matters regarding Town Administrator Contract; and for the purchase of property located at 1129 Hillman Street. Upon returning to open session the Council may act on matters discussed in the Executive Session.

14) Return to Regular Session:

15) Announcements/Closing Comments:

16) Adjournment:

AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: ACCESSORY USES AND STRUCTURES, SECTION 153.200 (EXHIBIT A); MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS, SECTION 153.066 C 1 C (EXHIBIT B); ACCESSORY STRUCTURES IN RESIDENTIAL DISTRICTS, SECTION 153.207 (EXHIBIT C), AND BED AND BREAKFASTS, DEFINITIONS, USE TABLE, SECTIONS 153.124, 153.013, TABLE 153.110 (EXHIBIT D):

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has recommended that the Town of James Island Council adopt the proposed text amendments of the ZLDR as set forth in Sections 153.200, 153.066, 153.207, 153.124, 153.013 and Use Table 153.110 herein; and

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

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

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

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

SECTION I. FINDINGS INCORPORATED

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

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

The Town of James Island Zoning and Land Development Regulations Ordinance is hereby amended to include the text amendments of Sections 153.200, 153.066, 153.207, 153.124, 153.013 and Use Table 153.110 is attached hereto as “Exhibit A”, “Exhibit B”, “Exhibit C” , and “Exhibit D” and made a part of this Ordinance by reference.

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 18th day of May 2023.

TOWN OF JAMES ISLAND COUNCIL

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

ATTEST:

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

Public Hearing: May 18, 2023
First Reading: May 18, 2023
Second Reading: June 15, 2023

EXHIBIT A

§ 153.200 ACCESSORY USES AND STRUCTURES ALLOWED

(C) *Accessory structures and buildings.* An **ACCESSORY STRUCTURE** is a structure that is detached from a principal structure and customarily incidental and subordinate to the principal structure. Accessory structures include, but are not limited to, swimming pools, fences, and detached accessory buildings (barns, garages, sheds, gazebos). If any accessory building is attached to a principal building with a roof supported by columns or walls, it shall be deemed part of the principal building provided the attachment is a minimum of four feet in width with a minimum length to width ratio of 4:1. In such cases, the structure shall comply with the setback requirements of the applicable zoning district. ~~This does not include accessory dwelling units to be considered part of the principal dwelling unit.~~

(Ord. 2012-06, § 6.5.1, passed 10-18-2012; Ord. 2013-02, passed 4-18-2013)

EXHIBIT B

§ 153.066 MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS; DIMENSIONAL STANDARDS DEFINED

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

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

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

EXHIBIT C

§ 153.207 ACCESSORY STRUCTURES IN RESIDENTIAL/OR DISTRICTS

(B) A detached accessory structure shall be located:

(1) On the rear of the lot, behind the principal structure. This limitation shall not apply to carports or garages;

(2) At least six feet from any existing dwelling or dwelling under construction;

(3) At least three feet (if size of structure is 120 square feet or under) or at least five feet (if size of structure is over 120 square feet) from any interior lot line in a residential district; if in an OR District that abuts a residential district, the accessory structure in the OR District shall be located at least ten feet from the abutting interior lot line; when an OR District abuts another O, C, or I district, setbacks for accessory structures are not required; and

(4) If on a corner lot, the accessory structure shall not project in front of the front building line required or existing on the adjacent lot **unless approved by zoning administrator. Vision clearance triangle must be maintained.**

EXHIBIT D

153.124 BED AND BREAKFASTS./SHORT-TERM RENTALS

Bed and breakfasts/short-term rentals shall be subject to the following standards.

(A) ~~The bed and breakfast must be residential in nature and comply with the home occupation regulations of § 153.210 of this code.~~

(B) ~~No exterior alterations, other than those necessary to ensure the safety of the structure, shall be made to any building for the purpose of providing a bed and breakfast.~~ **In residential zoning districts there shall be no visible evidence of the conduct of a bed and breakfast/short-term rental when viewed from the street right-of-way or from an adjacent lot and signs are expressly prohibited.**

(C) Bed and breakfasts/short-term rentals shall contain no more than three guest rooms.

(D) ~~There shall be an owner or innkeeper/manager residing on the premises.~~

(E) ~~Meals may be served by the resident owner to paying guests staying at the bed and breakfast.~~ **There shall be no cooking or kitchen uses in the bed and breakfast/short-term rental space, distinct from the principal dwelling, in residential zoning districts.**

(F) Parking areas for bed and breakfast/short-term rental uses located in agricultural or residential zoning districts shall be screened from view of residential zoning districts and public rights-of-way by evergreen plant material that will provide opaque screening at the time of plant maturity. In addition to all vehicles. **In addition to vehicles registered at the dwelling address, only one car per guest room is allowed and must be capable of being completely parked within and upon the premises.**

(G) **Owner of bed and breakfast/short-term rental shall be a full-time resident of the dwelling and shall reside in the dwelling in residential zoning districts. Proof of full-time residency must be provided at the time of application with owner-occupied legal residence tax bill, driver's license, voter registration, vehicle registration, and any other documentation requested by the Zoning Administrator and listed on the application. There shall be an owner or innkeeper/manager residing on the premises in non-residential zoning districts.**

(H) **Advertisements and listings for bed and breakfast/short-term rentals must include an approved permit number. Advertisements that do not list a permit number are considered a violation of this ordinance.**

(Ord. 2012-06, § 6.4.4, passed 10-18-2012; Ord. 2013-02, passed 4-18-2013; Ord. 2019-01, passed 5-16-2019)

The Town of James Island held its regularly scheduled meeting on Thursday, April 20, 2023 at 7:00 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live streamed on the Town's YouTube Channel.

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

Opening Exercises: Mayor Woolsey called the meeting to order at 7:00 p.m. Councilman Milliken led Council in a Moment of Silence and followed with the Pledge of Allegiance.

Public Hearing: Ordinance #2023-03: An Ordinance Adopting the Fiscal Year 2023-2024 Budget for the Town of James Island: Mayor Woolsey opened the Public Hearing for comments on the FY 2023-2024 Annual Budget. No one signed in to speak. The Public Hearing closed at 7:03 p.m.

Public Comment:

Ashley Brown, 531 Sweetbay Rd., sent an email to the Town Council for them to consider funding opportunities for kayaks and shared ideas that could be explored. She said some potential kayak launch locations could be near the DNR classroom or at the Grice Marine Lab, and/or Dock Street Park. She said Dock Street has a great creek that is already being used but it needs cleaner access to get in and out. The creek at the boardwalk on Dills Bluff is also a beautiful place for kayakers because it is not too deep nor has too much current for safe onboarding. It is a good place for children to kayak. Ms. Brown talked about access to public parking for kayakers. Kayaking opportunities would be a good benefit for the Town of James Island and for the community.

Consent Agenda:

Minutes of March 16, 2023, Regular Town Council Meeting: Councilman Milliken moved to approve the March 16, 2023 meeting minutes, Councilman Mullinax seconded. Passed unanimously.

Information Reports: Finance Director, Merrell Roe, highlighted: Local Option Sales Tax (LOST) and Hospitality, for February; Miscellaneous Income: Dominion, \$8,000; Capital Projects, \$500, Sales Tax and Tags for the new pickup truck; Projects, \$3,800, Stantec for wayfinding signs at the Camp and Folly intersection; ; and \$451 for bike racks at JI Arts & Cultural Center. Councilman Milliken asked about the expenditure for Tree Maintenance/Care in March @ \$1,400 if it was for the Ft. Johnson/Camp Road Trees Project. Ms. Grimball answered that 'no, while that project is underway, an invoice hasn't been received yet. She explained that she believed the expenditure was to cleanup one tree that had dead limbs fall in the parking lot at Town Hall, causing a hazard to vehicles parked in two designated parking spaces. Ms. Roe will verify what Ms. Grimball said and send the information regarding this expenditure to the Council.

Town Administrator's Report: Town Administrator, Niki Grimball, reported that there were a few delays with turning on the solar panels at the JI Arts & Cultural Center due to complications with Dominion's connections. This problem has been resolved and we hope to have the panels turned on in the next two weeks. Natural Directions has been contracted to conduct the evaluation of the trees for the Camp Road Trees Preservation Project. They will provide an initial evaluation and report on how the trees in that stretch of road can be maintained to prolong their lifespan. At the suggestion of Councilman Milliken, staff has created a calendar on the Town's webpage for meetings and events held at Town Hall in Council Chambers. An intern with the College of Charleston Master of Public Administration Program will begin in May. This program is funded in partnership with the Municipal Assn. of SC (MASC) through their "Build a Bench

Program”. Ms. Grimball concluded that the staff was working to schedule a special meeting with Dominion to learn about their herbicide policy.

Public Works Report: Public Works Director, Mark Johnson, provided the monthly report. Eighteen (18) new requests for service were received for March. Mr. Johnson reported that a kick-off project meeting was held for the Oceanview-Stone Post Drainage Project. Staff met with the HOA President of the Preserve at Dills Bluff regarding their stormwater pond and gave them advice on maintenance and landscaping. Staff participated in a tornado drill with the State. The Town hosted the quarterly Pet Helpers Rabies Clinic on Saturday, April 8; 54 animals were vaccinated. Staff met with an engineering firm in Mt. Pleasant about our septic program/ordinance which the Town of Mt. Pleasant is looking to emulate, especially in the Shem Creek and unincorporated areas. Mr. Johnson reported that five septic tank inspections were completed in March. Of the 96 Town properties in the JI Creek TMDL watershed, 57 have been inspected and nine have failed.

Island Sheriff’s Patrol Report: Lt. James reported on several offenses that occurred in the Town since last month’s meeting that included: traffic and drug violations, burglaries, and auto break-ins that resulted in citations and/or arrests.

Requests for Approval by Staff:

- a) Dock Street Fence Replacement: Ms. Grimball said a memo was included in the Council meeting packets about the replacement of the fence at Dock Street Park. She brought forth a quote for the fence damaged in Hurricane Ian. The fence runs along the street side of the Park and a neighbor’s property. The quote we received from Lockridge Builders was close to the one we received from Superior Fence Company @ \$6,200. She said since the packet was distributed, Lockridge Builders provided an additional quote to clean up the shrubbery and debris along the fence line from the street to where it connects to the marsh. The additional cost for the cleanup is \$2,500, bringing the total to \$8,700. Ms. Grimball spoke in support of the expenditure and noted that we are short staffed to get that work done, so by contracting out the vegetative debris clean up, it would allow for this project to get done quickly. The Town expects full reimbursement from its insurance provider. Motion in favor by Councilman Mullinax, seconded by Councilwoman Mignano.

Councilwoman Mignano asked if the fence would be split rail or metal. Ms. Grimball said the damaged chain link fence would be replaced with a metal fence with a wooden post and top rail; the same type that is at Brantley Park. She said this type of fence is visually pleasing and the cost is comparable to a chain link fence and it would mark the first step in our park renovation project. She added that the split rail portion has been repaired by staff. The split rail would go across the front of the park and the new fence would be attached to it and run the length of the property. Motion passed unanimously.

- b) Repair Care Program: Roof Replacement @ 1537 Westwood Dr: Mayor Woolsey asked Council to defer this agenda item while staff verify the jurisdiction of the property. Request granted without objection.
- c) Repair Care Program: Roof Replacement @ 1264 Ft. Johnson Rd: Ms. Grimball requested approval for a roof replacement @ 1264 Ft. Johnson Rd., @ \$22,344. She noted the significant cost is due to the structural damage on the old roof and the new replacement roof is metal. This is a budgeted item in the Repair Care Program line item and noted that this is the second roof repair completed this fiscal year.
- d) Amendments to the Town’s Facilities Use Policy: Ms. Grimball reported that at the recommendation of Council, the Town’s Facilities Use Policy has been revised. Staff has gone

through the policy changing the language for clearer interpretation by the public. Ms. Grimball clarified the changes, stating that specifically the meeting space at Town Hall is intended for civic, education, community events/meetings and its use and/or reservation thereof, is subject to the discretion of the Town Administrator. She said meetings that are held on a regular basis would have come to Council for approval; she noted that she had not limited the regularity of the proposed meeting space so that any regularly occurring or consecutive use would require Council review. A group would be allowed to meet in Chambers for the first or second time leading up to the next Council meeting. A clause has been added for excessive cleaning as before the policy only mentioned payment for repair to damages. A fee of \$20.00 has been imposed for replacement of lost tags due on the next business day after the meeting/event. Regarding advertisement, a clause has been added that reserving the space for meetings/events does not constitute an endorsement by the Town and any advertisement of a meeting or event must include a disclaimer stating such. If approval is not granted by the Town Administrator regarding advertising/endorsements, the Facilities Use Agreement may be terminated and the meeting/event canceled. A motion to approve the proposed changes was made by Councilman Milliken, seconded by Councilman Boles. Councilman Milliken commented that the changes clarify some things and is a useful and necessary step. Both Councilmen Milliken and Boles thanked Ms. Grimball for the changes. Motion passed unanimously.

- e) Request for Weekday Reservation (M-Th, or combination thereof) 8-1 for JI Learning Co-op at PP Pavilion: Ms. Grimball presented a request to reserve the Pinckney Park Pavilion for a kindergarten aged Home School/Co-Op Program. The use would be during the regular school year and would follow the Charleston County School District (CCSD) calendar, 8:30 a.m. to 1:00 p.m. The group is looking for locations to host the program and had been in contact with another site on the island. They would be happy to reserve for any combination of days of the week, Monday through Thursday during the regular school year starting next fall. Motion to approve made by Councilwoman Mignano, seconded by Councilman Milliken.

Councilman Boles asked about the regularity of use. Ms. Grimball said Ms. Mohan (the requestor) has spoken to other facilities also. She said the days were left open; i.e., four days a week, or one day a week, but Council can decide how many to allow. Councilman Milliken said it seems it would be weather dependent with indoor vs. outdoor. Mayor Woolsey asked if the group would need the entire facility (Pavilion, playground, etc.) every day through a lunch and Ms. Grimball explained that it would be any combination of Monday thru Thursday, from 8:30 a.m. to 1:00 p.m. and would only pertain to the use of the Pavilion but that all other facilities would be open to the public during the designated time. Councilman Milliken asked if they could be specific about the days they need because he wants residents to be able to use the facility as well. Councilman Boles asked if this business is for profit and Ms. Grimball said she would verify that. However, the people making the request are parents of kindergarten aged children. They plan to have two adults and eight children to assist with the group. Ms. Grimball said she did not know if they are fully funded but thought they might collect funds for materials, etc. Ms. Grimball will follow up to see if they have a 501C-3. Councilwoman Mignano asked and received clarification that the play area could be used by the public even if other groups are meeting in the Pavilion. Mayor Woolsey said that perhaps one day a week would be more reasonable. After discussion, Councilman Milliken moved to defer a decision in order to gather more information; Councilman Boles seconded. Passed unanimously to defer.

- f) Fort Johnson Road Speed Sign Repair and Reinstall: Ms. Grimball presented a quote for repair to the speed sign on Fort Johnson Road damaged several months ago in a hit and run incident. The cost to refurbish and install the sign, including work to the electrical components is \$5,513.00. Motion to approve by Councilman Mullinax, seconded by Councilman Milliken. Councilman

Boles asked if the Town has uninsured motorists coverage and Ms. Grimball will check into that. Passed unanimously.

- g) VC3 Managed Security Contract Renewal: Ms. Grimball presented the renewal contract for a three-year term with VC3 for Managed Security Services. The current monthly cost is \$1,181 per month. This renewal will be reduced to \$1,082 a month because some of the services have been combined where they previously were not, therefore reducing the overall cost. Motion to approve by Councilwoman Mignano, seconded by Councilman Mullinax. Passed unanimously.

7. Committee Reports:

- a) Land Use Committee: No Report.
- b) Environment and Beautification Committee: Councilman Milliken reported that James Island Pride hosted an Adopt-A-Highway Litter Pickup on April 15 along Dills Bluff and Harbor View Roads. Six volunteers removed 12 bags of litter. He said the turnout wasn't great due to the rain before and it being cold on that morning. He thanked everyone that helped out, mainly the members of the James Island Pride Committee. Helping Hands is gearing up again with its first event on Saturday morning. Helping Hands is a group of volunteers directed by Stan Kozikowski that helps residents who do not have the ability to care for their yards. Stan is in the process of putting a schedule together and anyone interested in volunteering may contact him at (860) 847-0544 or join the group this Saturday at Pinckney Park at 9:00 a.m. Questions may be directed to Robin Sanders at Town Hall, (843) 795-4141. The Seaside Lane/Greenhill litter pickup is scheduled for Saturday, April 29 meeting at Edison's Restaurant at 9:00 a.m. Lunch will be provided after the pickup at Edison's. Councilman Milliken encouraged everyone to come out to these events.
- c) Children's Committee: No Report.
- d) Public Safety Committee: Councilman Mullinax announced the next meeting of the Neighborhood Council on Thursday, April 27 @ 7:00 p.m. at the Town Hall.
- e) History Committee: Mayor Woolsey announced a successful First Shot of the Civil War event held on Sunday, April 16 at Fort Sumter with the first canon shot fired.

Mayor Woolsey stated that all members of the History Committee's terms have expired. Mayor Woolsey called for an appointment or the reappointment of a current member(s). The following nominations were made:

Mayor Woolsey, moved to renominate Mike Corbo, seconded by Councilman Boles. Passed unanimously.

Councilwoman Mignano, moved to renominate Melissa Dority, seconded by Councilman Mullinax. Passed unanimously.

Councilman Boles, moved to renominate Jim Morrisette, seconded by Councilman Milliken. Passed unanimously.

Councilman Mullinax, moved to renominate Paul Hedden, seconded by Councilman Boles. Passed unanimously.

Mayor Woolsey reminded the Council that committee members are supposed to “draw straws” to determine how many of them would be re-nominated next year vs. how many would have two-year terms.

- f) ReThink Folly Road: Mayor Woolsey announced the ReThink Folly Road Steering Committee on Wednesday, April 26 @ 5:00 p.m. in conjunction with the James Island Intergovernmental Council meeting.
- g) Drainage Committee: Councilman Mullinax announced the next meeting on Wednesday, May 10 at 3:00 p.m. Everyone is invited to attend.
- h) Business Development Committee: No Report. Councilman Boles solicited Council for information regarding business development.
- i) Trees Advisory Committee: No Report
- j) James Island Intergovernmental Council: Mayor Woolsey announced that the James Island Intergovernmental Council will meet jointly with the ReThink Folly Road Steering Committee on Wednesday, April 26 @ 5:30 p.m.

Proclamations and Proclamations:

- a) Proclamation: 2023 Yom HaShoah Holocaust Commemoration: Mayor Woolsey said he greatly appreciated Dinny Adkins, Holocaust survivor, at tonight’s meeting. He recognized the members of the Charleston Jewish Federation: Brandon Fish, Samantha Krantz, Dylan Geddis, Carla Engel-Cook, Barbara Wind, and Phyllis Kalinsky-Mair. He then read the 2023 Commemoration into the record. Motion to accept the Proclamation was made by Mayor Woolsey, seconded by Councilman Boles. Motion passed unanimously. A photo shoot was taken after the reading of the proclamation.
- b) Proclamation: 2023 Pet Helpers 45th Anniversary: Motion in favor was made by Councilman Mullinax, seconded by Councilwoman Mignano. Councilman Milliken noted corrections to the proclamation which will be corrected by the Town Clerk. Motion passed unanimously with corrections stated.

Ordinances up for First Reading:

- a) Ordinance #2023-03: An Ordinance Adopting the Fiscal Year 2023-2024 Budget for the Town of James Island: Motion to approve by Councilman Milliken, seconded by Councilman Mullinax. Motion passed unanimously.

Ordinances up for Second Reading:

- a) Ordinance #2023-02: Amending Ordinance #2021-09 Authorizing the Town of James Island to continue participating in the SC Local Revenue Services with the Municipal Association of SC (MASC): Motion to approve by Councilman Milliken, seconded by Councilman Boles. Motion passed unanimously.

Old Business: None.

New Business:

- a) Council to instruct staff to hire Joe Qualey for a period of one month to look into both the efficient and legal ways for the Town to be able to create affordable, middle-class housing in our municipality. At the conclusion of his research into this issue, he would provide his complete findings to Council: Councilman Mullinax moved in favor. He reported that several months ago he proposed looking into a way to create affordable housing in the Town. He said at that time, Charleston County was doing something similar and had hired someone to do this. Unfortunately, that individual has left the County and things seemed to have stood still, as far as he knew. He said in December, he and Councilman Milliken shared ideas and thought about getting an expert to look into this for the Town. Councilman Mullinax said he thought of Joe Qualey for several reasons. He is a James Island resident and a real estate attorney; he served two terms on County Council and is a former Town Council member. Councilman Mullinax said there are four areas he would like Mr. Qualey to look into: infrastructure funds; can we use those funds as it would be central to this project. He said we do not want to start something to be told that we cannot do it. If we cannot use those funds, what other sources of funding are available? Where does the County stand on this project? Will the Town have the opportunity to be a part of this project? What non-profit sources are available to manage or sell the houses once they are rehabilitated? Councilman Mullinax said this would be a 30-day research project and Mr. Qualey would provide a written report to Council. Motion seconded by Councilman Milliken.

Councilman Boles asked what is the cost for the research and Ms. Grimball commented that she spoke with Mr. Qualey and has agreed to charge \$1,750 for this research.

Councilman Milliken said this is worthwhile to do because we have a housing crisis for young people and those that work in the service industry that do not make a livable wage and has a difficult time finding places to live. Councilman Milliken said he is a believer of people living and working close to home, and affordable housing is about the only way to make that happen. Not only on James Island but also throughout the Charleston area. He commented that there being a lot of moving parts to this request and thinks 30 days would be hard to get it all done, but it is important to identify the resources that are available locally and federally. He said we also need to consider modifying our Zoning and Land Use Ordinance for affordable housing in newer developments, also in-fill programs for dilapidated houses and refurbish them for young families. He thinks there are lots of ways we can proceed with this but would take a lot of creativity. He thinks Councilman Mullinax hit upon the fact that we do have someone who is qualified about these things and perhaps could come up with different approaches to help us solve this issue. Councilman Milliken commented that it is as if Charleston County has quit on this issue at this point, and he feels there has to be some resources out there to address this growing problem in the Charleston area. Councilman Mullinax briefly discussed the information he received from the meeting he and Councilman Milliken attended on Affordable Housing at the County. He said affordable housing is also beneficial to small businesses, for people that commute to/from work to live in the same areas. Motion passed unanimously.

Executive Session: Mayor Woolsey called for a motion to enter into an Executive Session in accordance with 30-4-70(a) Code of Laws of South Carolina for discussion of contractual matters relating to the purchase of the adjoining Hillman Street property. Motion by Councilman Boles, seconded by Councilman Mullinax. The Council entered the Executive Session at 7:58 p.m.

Return to Regular Session: The Council convened to Regular Session at 8:14 p.m. Mayor Woolsey announced that no votes were taken during the Executive Session.

Announcements/Closing Comments:

Councilman Boles announced the vacancy on the Board of Zoning Appeals. He has had some “bites” but no one has come forward. He asked Council if they have recommendations to let him know.

Councilwoman Mignano thanked everyone for their hard work and is waiting on an apology from the PSD Commission Chair for the tree removal issue on Camp Road.

Councilman Milliken reminded everyone about the Helping Hands event on Saturday and the Seaside/Greenhill litter pickup on Saturday, April 29.

Councilman Mullinax invited everyone to attend the Neighborhood Council meeting on April 27 @ 7:00 p.m.

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:17 p.m.

Respectfully submitted:

Frances Simmons
Town Clerk

Town of James Island

% FY Complete 83%

Monthly Budget Report

Fiscal Year 2022-23

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
GENERAL FUND REVENUE														
Accommodations Tax				15102.66			10,748		431	15,869			42,150	50,000
Brokers & Insurance Tax						3,607				4,588			8,195	870,000
Building Permit Fees				4,133	5,508		4,273	2,822		3,854			20,589	15,000
Business Licenses	2,095	49,260	(793)	58,123	6,302	42,965	8,144	34,414	20,486	65,330			286,326	380,000
Contributions/Donations-Park													-	
Grant Reimbursement													-	25,000
Franchise Fees	137,406			2,431	40,408		7,478	34,036		2,017			223,775	332,500
Interest Income	127	157	155	179	242		536	242	281				1,919	500
Alcohol Licenses -LOP													-	10,000
Local Assessment Fees			1,032		1,014			1,109					3,155	2,500
Local Option Sales Tax (PTCF)			225,751	106,907	100,740	106,984	101,458	118,329	93,080	99,040			952,288	1,270,000
Local Option Sales Tax (rev)			95,157	45,718	43,533	45,511	43,645	51,438	41,006	41,538			407,546	530,000
Miscellaneous							371		86,000				86,371	500
Planning & Zoning Fees	1,000	1,241	1,506	1,005	1,631	890	1,442	980	2,040	1,427			13,162	15,000
State Aid to Subdivisions					68,087		68,087			68,087			204,260	272,350
Telecommunications						19			11,838				11,857	17,000
Homestead Exemption Tax Receipts													-	50,000
Facility Rentals	456	1,060	152	452	299		1,062	758	910	454			5,603	5,400
Stormwater Fees	400	600	1,000	700	900	800	400	300	700	1,100			6,900	
ARP Allocation				1,854,631									1,854,631	1,854,631
	141,484	51,718	322,959	2,089,382	268,663	199,977	247,643	244,426	256,072	303,303	-	Total	4,128,728	5,700,381
												% of Budget		72%

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
ADMINISTRATION														
Salaries	23,277	23,162	23,200	23,193	23,177	40,139	23,315	23,552	23,560	23,615			250,190	320,000
Benefits, Taxes & Fees	9,424	9,508	9,615	9,605	9,601	15,281	10,500	10,560	10,439	10,368			104,902	130,000
Copier	12	337	745	454	239	379	282	254	254	288			3,243	5,500
Supplies	151	272	639	617	848	319	134	382	688	515			4,566	5,000
Postage		214	200	214	14	100	978	200					1,920	6,000
Information Services	472	3,635	4,365	4,858	4,902	471	5,803	4,625	8,739	4,828			42,699	72,000
Equipment/Software/Maintenance							23,568						23,568	
MASC Membership								5,347					5,347	5,500
Insurance	17,801		1,805		13,329			18,974					51,909	50,569
Lobbying Services	2,000	2,000	2,000		4,000	2,000	2,000	2,000	2,000	2,000			20,000	24,000
Legal & Professional Services								3,484	600	1,600			5,684	56,000
Town Codification					220				350				570	1,400
Advertising				524			285	100					909	3,500
Audit						12,500							12,500	12,500
Mileage Reimbursement		26	28	31	31	31	32	31		32			244	800
Employee Screening	175				41	153			60				429	
Employee Training & Wellness	270		540	2,269	405	270	270	270		540			4,933	3,800
Dues and Subcriptions		85		60		40	60			60			305	1,500
Training & Travel							5						5	2,000
Grant Writing Services				2,310									2,310	16,000
Employee Appreciation	47		8	180			60			49			343	800
Mobile Devices	34	114	85	76	76	114	114	114	114	114			955	2,100
Credit card (Square)	137	149	129	115	137	90	113	118	221	118			1,326	
Bank Charges (Payroll Expenses)	301	415	420	420	426	437	445	440	440	474			4,219	2,000
	54,100	40,016	43,780	44,926	57,446	72,324	67,965	70,452	47,465	44,601	-	Total	543,076	720,969
												% of Budget		75%

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
ELECTED OFFICIALS														
Salaries	3,769	3,769	3,769	3,769	3,769	5,654	3,769	3,769	3,769	3,769			39,577	50,000
Benefit, Taxes & Fees	4,384	4,403	4,422	4,422	4,422	6,632	5,002	5,002	5,002	5,015			48,704	60,000
Mayor Expense				60	70		60			50			240	1,000
Council Expense													-	2,000
Mobile Devices	38	38		38	38								152	500
	8,191	8,210	8,191	8,289	8,299	12,286	8,831	8,771	8,771	8,834	-	Total	88,673	113,500
												% of Budget		78%

GENERAL OPERATIONS														
Salaries	23,152	23,062	23,062	23,062	22,731	44,283	27,215	28,017	28,017	26,901			269,500	366,766
Benefits, Taxes & Fees	8,688	8,810	8,925	8,913	8,844	16,135	11,335	11,547	9,785	11,001			103,983	134,593
													373,484	501,359
													% of Budget	74%

PLANNING														
Supplies						76		110	(45)	191			332	600
Advertising	38		95		136	129			353				750	1,500
Mileage Reimbursement													-	200
Dues and Subscriptions													-	715
Training & Travel				300	440								740	1,000
Mobile Devices													-	660
Equipment/Software	324	199	199		199	209	408	200		562			2,301	2,160
Uniform / PPE													-	500
Planning Commission		150					200			100			450	4,000
Board of Zoning Appeals		1,560		200	100		200		200				2,260	4,000
	362	1,909	294	500	875	415	808	310	507	853	-	Total	6,833	15,335
													% of Budget	45%

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

BUILDING SERVICES

County Contract Building Permit Tech			14,792	134		14,538			14,538				44,003	60,000	
Community Outreach													-	250	
	-	-	14,792	134	-	14,538	-	-	14,538	-	-		Total	44,003	60,250
													% of Budget		73%

PUBLIC WORKS

Mileage Reimbursement													-	300	
Training & Travel		280								550			830	1,925	
Public Outreach													-	500	
Projects	183	773	4,200	2,218		1,575	5,726	207	42	3,150			18,074	180,000	
Signage			1,281										1,281	8,000	
Mobile Devices		39											39	1,080	
Uniform / PPE					307		157	257	15				736	700	
Supplies	106	467	1,308	609	362	358	1,089	660	1,208	371			6,540	8,000	
Emergency Management	892	892	4,447	6,391	24,972	12,391	(12,809)	(4,418)	1,733	(697)			33,795	20,000	
Dues and Subscriptions		232					121						353	425	
Asset Management	37		39	39	39	25,039	39	639	39	39			25,947	45,000	
Tree Maintenance and Care			350	350				750	1,400	3,260			6,110	20,000	
Groundskeeping	4,292	305	4,272	5,396	12,223		5,405	5,071	5,121	5,044			47,129	70,000	
	5,510	2,987	15,898	15,003	37,903	39,363	(271)	3,166	9,559	11,718	-		Total	140,835	355,930
													% of Budget		40%

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

CODES & SAFETY

Mileage Reimbursement													-	100	
Equipment		960											960	900	
Radio Contract		798			798			798					2,394	3,500	
Training													-	500	
Supplies				18		20							37	250	
Uniform / PPE					55								55	250	
Unsafe Buildings Demolition													-	10,000	
Overgrown Lot Clearing													-	2,000	
Animal Control													-	3,000	
Crime Watch Materials													-	250	
Mobile Devices													-	360	
Membership/Dues													-	250	
	-	1,758	-	18	853	20	-	-	798	-	-	-	Total	3,446	21,360
													% of Budget	16%	

ISLAND SHERIFF'S PATROL

ISP Dedicated Officer Annual Expense										28,647		28,647	\$	129,660	
ISP Programs & Supplies	59	750	158	845	718	1,296	1,440	5,818	(827)	793		11,049	\$	15,000	
ISP Salaries	19,788	18,630	18,251	15,270	25,695	20,800	18,131	16,943	17,358	13,620		184,485	\$	173,852	
Benefits, Taxes & Fees-ISP	5,543	5,298	5,294	4,366	7,336	5,931	5,274	4,928	5,046	962		49,979	\$	42,758	
	25,389	24,679	23,703	20,481	33,749	28,027	24,845	27,689	21,577	44,022	-	Total	274,160	\$	361,270
												% of Budget	76%		

PARKS & RECREATION

JIRC Contribution													-	4,750
Park Maintenance	525	398	627	998	525	125	829	528	190	2,072		6,817		12,000
Special Events						933						933		5,000
Youth Sports Program						1,090						1,090		14,725
		398	627	998	525	2,148	829	528	190	2,072	-	Total	8,841	36,475
												% of Budget	24%	

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
FACILITIES & EQUIPMENT														
Utilities		2,775	3,149	2,324	3,695	721	2,200	2,218	2,182	2,782			22,045	44,100
Security Monitoring		76		76	301	91	152	76	76	76			924	1,000
Janitorial	1,350		1,350	1,350	1,350		1,350	1,350		2,700			10,800	7,920
Equipment / Furniture			480			919							1,399	5,700
Facilities Maintenance	345	1,750	295	75	3,160	75	2,443	1,750		5,916			15,810	6,500
Vehicle Maintenance Expense		348	919	316	556	101	486	98	714	1,287			4,826	10,000
Fees and Taxes													-	
Generator Maintenance						398							398	2,410
Street Lights		12,214	12,214	12,214	24,428		12,214	12,434	12,442	12,458			110,619	161,700
	1,695	17,163	18,407	16,355	33,491	2,305	18,845	17,926	15,414	25,219	-	Total	166,821	239,330
												% of Budget		70%

COMMUNITY SERVICES														
Repair Care Program						2,793				22,344			25,137	35,000
Drainage Council													-	500
History Council				176	963					425			1,565	3,780
Neighborhood Council				250									250	3,750
James Island Arts Council													-	3,500
Business Development Council													-	3,500
James Island Pride			102	1,913			101		342	44			2,503	3,500
Helping Hands			80	60				32					172	500
Tree Council													-	3,500
Community Tutoring Programs														12,500
Community Service Contributions					31,100				500				31,600	50,000
		-	182	2,399	32,063	2,793	101	32	842	22,813		Total	61,227	120,030
												% of Budget		51%

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

CAPITAL PROJECTS

INFRASTRUCTURE													-		
Dills Bluff Sidewalk Phase III-Seaside to Winborn			3000			6000				21000			30,000	147,514	
Dills Bluff Sidewalk, Phase IV-Winborn to HBVR													-	45,000	
Regatta Road Sidewalk										2501			2,501	116,000	
Camp and Riverland Sidewalk (match)														100,000	
Town Hall Solar Panels													-	68,200	
Hillman Street Property			226998										226,998		
Capital Improvement Projects													-		
Secessionville to Ft. Johnson Sidewalk Connector													-	13,000	
Honey Hill Road Paving														58,800	
Nabors Phase I			3900								3500		7,400	52,400	
Underground Power Lines													-	220,000	
Traffic Calming Projects		64	64	64	127		9099	63	63	3738			13,282	50,000	
Septic Tank Testing	900	2350	600		3100	600	1900	5400	4200	7700			26,750	100,000	
James Island Creek Septic and Sewer Projects													-	1,854,630	
													Total	306,930	2,825,544
													% of Budget		11%
Capital Equipment															
Audio Visual Upgrades	382												382	70,000	
ISP Dedicated Officer Initial Expenses														67,500	
Public Works Equipment								49742	517				50,259	50,000	
PARK IMPROVEMENTS															
Dock Street Park			500										500	50,000	
Pinckney Park													-		
Park Projects													-	50,000	
DRAINAGE PROJECTS															
Greenhill/Honey Hill Drainage Phase I-II				1112									1,112	261,000	
Oceanview Stonepost Drainage Basin -I-II				15000		15583	204	1803	36519	4546			73,654	417,000	
Drainage Outflow Valve Devices													-	48,000	
Drainage Improvement Projects								1115	4830	25601			31,546	100,000	
James Island Creek Basin Drainage Improvements													-	145,300	
Highwood Circle Drainage Improvements													-	17,900	
Quail Run Drainage Improvements													-	57,675	
	1,282	2,414	235,061	16,176	3,227	22,183	11,203	58,123	46,129	68,586			Total	464,382	1,046,875
													% of Budget		44%

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

HOSPITALITY TAX

Hospitality Tax Revenue		57,100		113,133		95,552	75,648	70,504	46,331	41,171			499,438	655,000
Hospitality Tax Transfer In													-	
TOTAL													499,438	655,000
														76%
GENERAL														
The Town Market			191		300	763							1,253	2,000
Rethink Folly Phase I-III, Staff Cost-Sharing					12,109		(1,571)	(10,210)		15,699			16,026	20,000
Santee Street Public Parking Lot	15,000						15,600						30,600	33,100
James Island Arts & Cultural Center Ops	7,024	9,903	12,632	11,424	11,048	16,022	10,105	11,513	10,599	11,538			111,808	145,000
Promotional Grants					9,000								9,000	15,000
Public Safety of Tourism Areas	8,463	8,243	8,034	6,828	11,249	9,342	8,282	9,229	7,189	15,674			92,534	129,757
Camp and Folly Landscaping Maintenance	350		350	350	700		350	350	350	350			3,150	10,000
Entrepreneur and Small Business Support	4,500					21,000							25,500	72,300
Guide to Historic James Island														5,000
Brantley Park OPS	275		75			300	150	150	150	150			1,250	2,050
Community Events		2,000			419	692							3,111	5,000
Total Non-Capital Expense	35,612												294,232	439,207
													% of Budget	67%
PROJECTS														
Camp/Folly Bus Shelter													-	25,000
Rethink Folly Road Phase 1													-	400,000
Wayfinding Signage								3,800					3,800	35,000
Folly Road Beautification													-	10,000
Brantley Park			105				9,021	1,550		237			10,913	171,800
James Island Arts & Cultural Center	1,950	2,650	4,211	1,884				451					11,146	175,000
James Island Arts and Cultural Center Solar Panels								35,928					35,928	75,550
Historic Ft. Johnson													-	100,000
Decorative Banners				13,699									13,699	15,000
Park Projects													-	20,000
ISP Dedicated Officer Initial Expense													-	22,500
Intersection Improvement at Camp/Dills Bluff													-	
Folly Road Multi Use Path Wilton-Ft. Johnson													-	
Other Tourism-Related Projects													-	50,000
													Total	1,099,850
	73,174	22,796	25,597	34,185	44,825	48,119	41,937	11,032	60,018	43,648			- % of Budget	369,719 34%

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

TREE MITIGATION FUND

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

JIPSD FIRE & SOLID WASTE SERVICES

JIPSD Tax Relief	105,833	105,833	105,833	105,833	105,833	105,833	105,833	105,833	105,833	105,833	105,833		1,058,330	1,270,000
Auditor Expense													-	1,000
Total													1,058,330	1,271,000
% of Budget														83%

American Rescue Plan

	21/22 Actual												
Beginning Balance		1642807	1641907	1639493	1404432	3242887	3239660	3217477	3206274	3197893	3152281		
Revenue	1,854,631				1854631								
	211824	900	2414	235061	16176	3227	22183	11203	8381	45612	68586		625567
	1,642,807	1641907	1639493	1404432	3242887	3239660	3217477	3206274	3197893	3152281	3083695		

ADMIN NOTES

- 1) Town staff was invited to participate in a stakeholder meeting hosted by the City of Charleston to discuss the comprehensive water plan.
- 2) The History Council hosted its annual First Shot event at Fort Johnson; we had a great crowd and lots of excitement with reenactors and canon firing!
- 3) Staff continues to work hard getting GoGov ready for permitting and code enforcement, both internally and externally. With the help of our MPA intern, we hope to get standard operating procedures established for staff members so we can have a clear process for entering cases.
- 4) Once GoGov processes and procedures are solidified, the next project will be to build a map-based driving tour on the app for folks to learn about historic sites on James Island. The History Council has been looking to establish a historic pathway app for some time now.
- 5) Upcoming projects: Wayfinding signage at Camp and Folly, welcome sign at Ellis Creek Bridge, bid package for exterior work at JIACC (roof, exterior painting, and soffit repair), Dock Street Park renovations, Town Hall second floor, Brantley Park grand opening,

Code Enforcement Cases

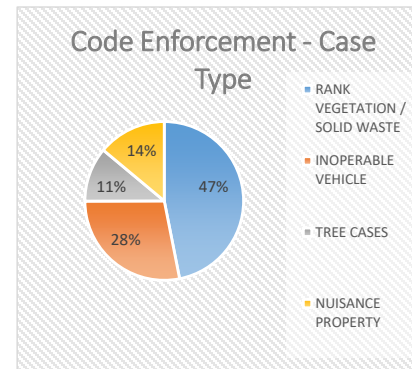
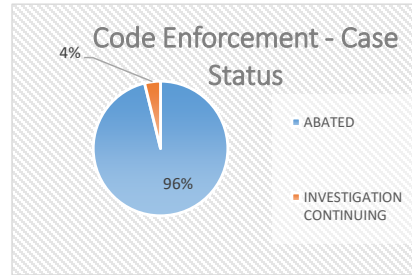
TOTAL CASES	917
ABATED	882
INVESTIGATION CONTINUING	35
RANK VEGETATION / SOLID WASTE	249
INOPERABLE VEHICLE	149
TREE CASES	59
NUISANCE PROPERTY	74

*10 new cases in April

James Island Arts and Cultural Center

Continuing Classes: knitting group, watercolor group, area artist exhibits, children's art lessons, private art tutoring, princess parties, History Council meetings, Historic Pathway meetings, Palmetto Youth Choir practices.

April and other Upcoming Events: 2nd Annual Juried Art Exhibition (April 6); exhibition runs through May 18. Summer camps start in June.

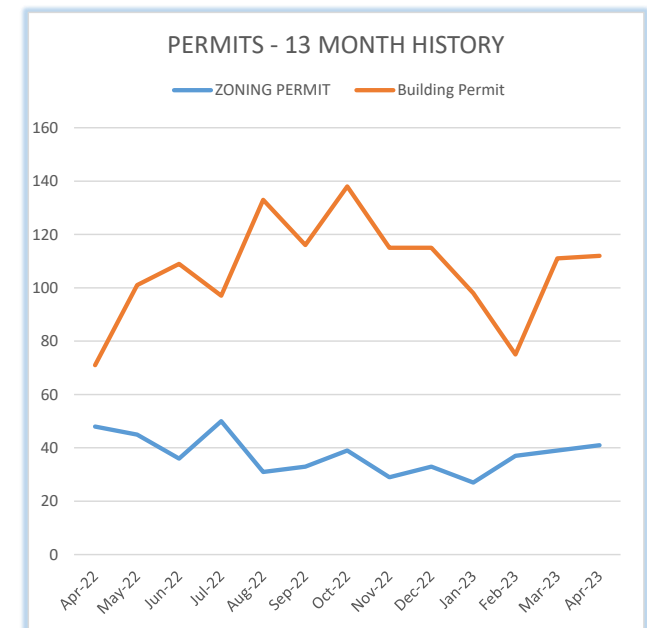


PERMIT TYPE	Apr-23
ACCESSORY STRUCTURE	6
CLEARING & GRUBBING	-
DEMOLITION PERMIT	2
EXEMPT PLATS	-
FIREWORK STAND	-
HOME OCCUPATION	2
LIMITED SITE PLAN REVIEW	-
NON-EXEMPT PLAT	1
PD/ PD AMENDMENT (REZONING)	-
RESIDENTIAL ZONING	8
REZONING	-
SPR	-
SIGN PERMIT	1
SITE PLAN REVIEW	-
SPECIAL EVENT	-
SPECIAL EXCEPTION	-
TEMPORARY ZONING	-
TREE REMOVAL	8
TREE TRIMMING	-
VARIANCE	1
ZONING PERMIT	2
TOTAL	31

PUBLIC WORKS NOTES

- 1) There were 16 new requests for service in March. 15 have been closed and all other requests were addressed by staff.
- 2) Staff attended the annual meeting of the Ashley Cooper Stormwater Education Consortium.
- 3) Staff held the monthly stormwater managers meeting.
- 4) Staff attended meetings with engineers about Pauline traffic calming.
- 5) Staff met with members of the HOA Board at the Preserve at Dills Bluff about their stormwater pond specifically to educate them on vegetative buffers around their ponds.
- 6) Staff participated in weekly progress meetings for the Oceanview-Stonepost.
- 7) Staff participated in the Charleston Region Hazard Mitigation meeting.
- 8) The Town hosted the quarterly Pet Helpers Rabies Clinic and vaccinated 54 animals, 35 dogs and 19 cats.
- 9) Staff met with property owners on Williams and Champaign Lane to explain the easements for the Greenhill-Honey Hill drainage project.
- 10) Staff participated in a graduate study of how Public Works Directors prioritize drainage projects with regard to sea level rise.
- 11) 7 additional septic tank inspections were accomplished in April. Of the 95 TOJI residents in the James Island Creek TMDL watershed that have septic tanks, 57 have been inspected. None of the systems inspected in April failed. There have been 11 failed systems in total thus far.
- 12) Staff did some vegetative maintenance and filled 3 potholes and repaired 2 signs in April.

BUILDING PERMITS ISSUED APRIL 2023: 90



Traffic Calming Presentation

For

Pauline Avenue

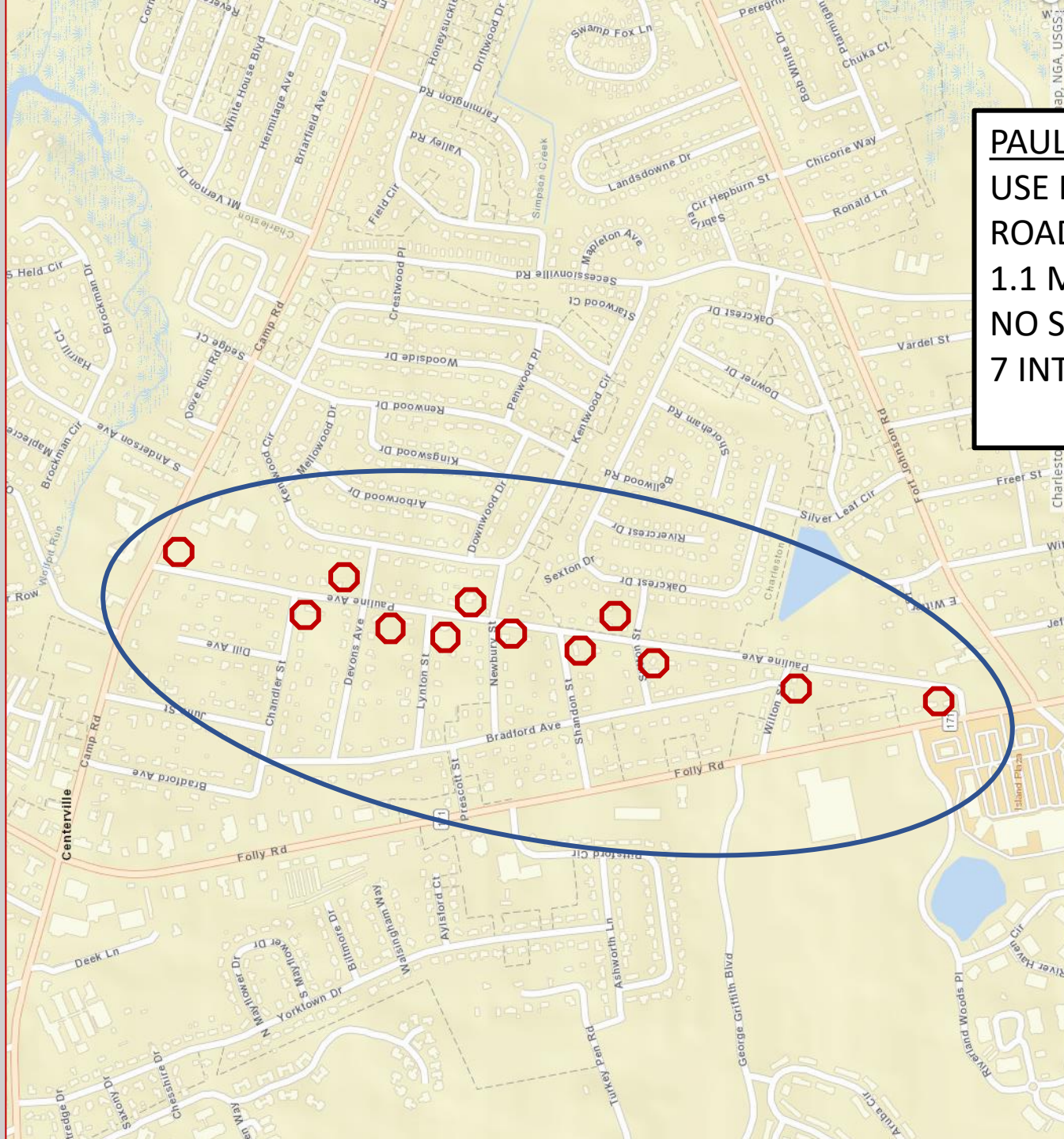
James Island, Charleston County, South Carolina

FOUNDED ~ 1993



Johnson, Laschober & Associates, P.C.
Architects • Engineers • Landscape Architects

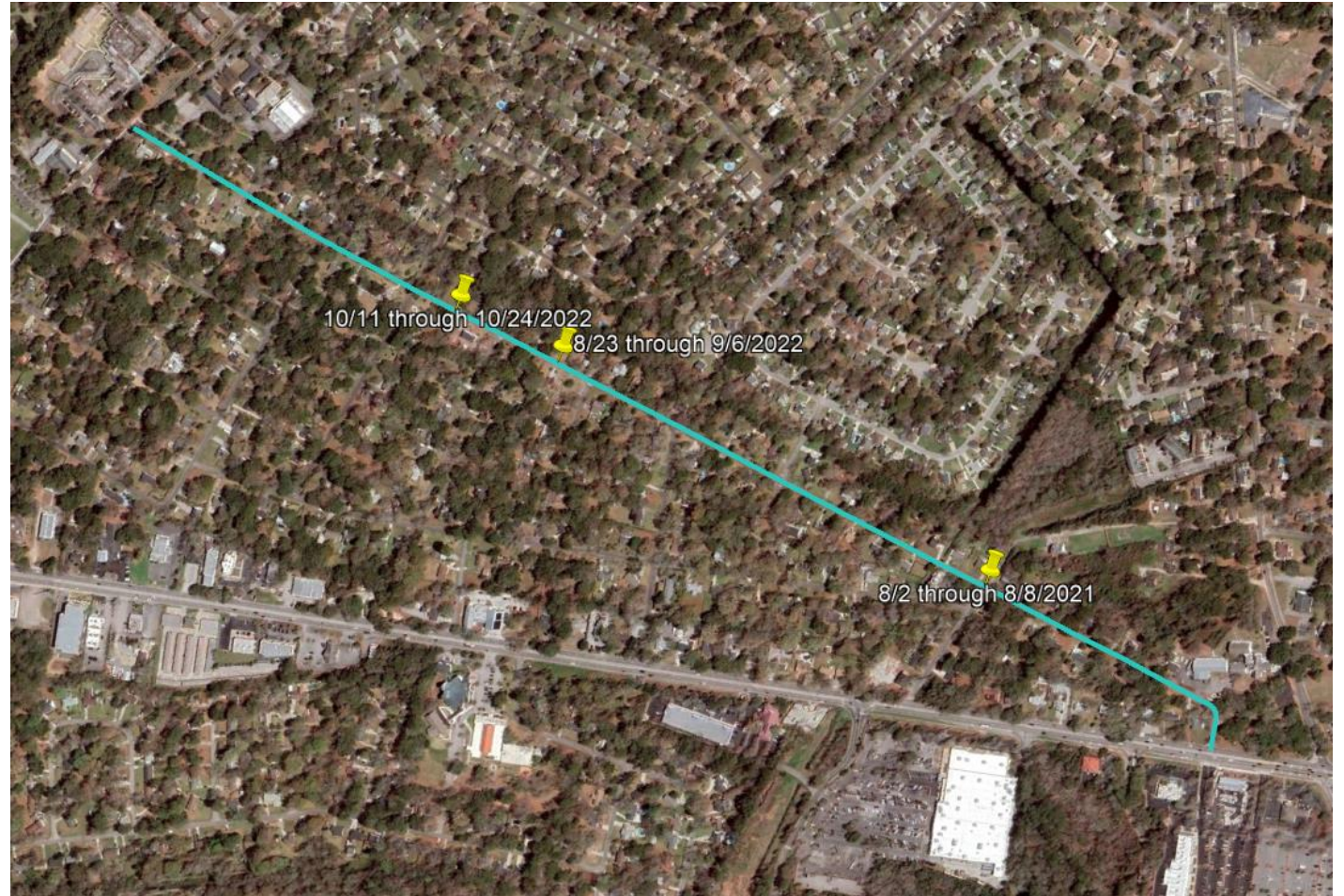
Presented By: Laura S. Cabiness, P.E. of Johnson, Laschober & Associates, P.C.



PAULINE AVENUE
USE IS RESIDENTIAL
ROADSIDE DITCHES
1.1 MILES
NO SIDEWALKS
7 INTERSECTIONS

Traffic Study Elements

- Dates and Number of Days
- Speed Limit
- Location and Type of the Counter
- Total Number of Vehicles Over
- Average Daily Volume
- Highest Speed Recorded
- Number of Vehicles in Excess of 35 MPH
- Total Average Speed
- 85th Percentile
- SCDOT Eligibility



Traffic Data

Location and Date	Functional Classification	Speed	Number of Lanes	Primary Access	Traffic Volume AADT	Urban District	Highest Speed	Avg. Speed	85th Percentile
Pauline Avenue 8/2 through 8/8/2021 South Data Point	Secondary	30	2	No	493	Yes	55	27.9	33.9
Pauline Avenue 8/23 through 9/6/2022 Mid Data Point	Secondary	30	2	No	428	Yes	55	30.6	36.5
Pauline Avenue 10/11 through 10/24/2022 North Data Point	Secondary	30	2	No	416	Yes	75	34	45.2

1. INSTALL NEW ASPHALT SPEED HUMP PER SCDOT SPECIFICATIONS THEN STAMP WITH STREETPRINT (DARK RED BORDER WITH DARK GRAY INTERIOR PATTERN). LIMITS OF SPEED HUMP IS FROM EDGE OF EXISTING ASPHALT PAVEMENT TO EDGE OF EXISTING ASPHALT PAVEMENT (TYP AT EACH LOCATION).
2. WHITE THERMOPLASTIC ARROWS PER SCDOT SPECIFICATIONS (TYP).
3. THESE SYMBOLS ARE SHOWN LARGER THAN ACTUAL SIZE FOR CLARITY.



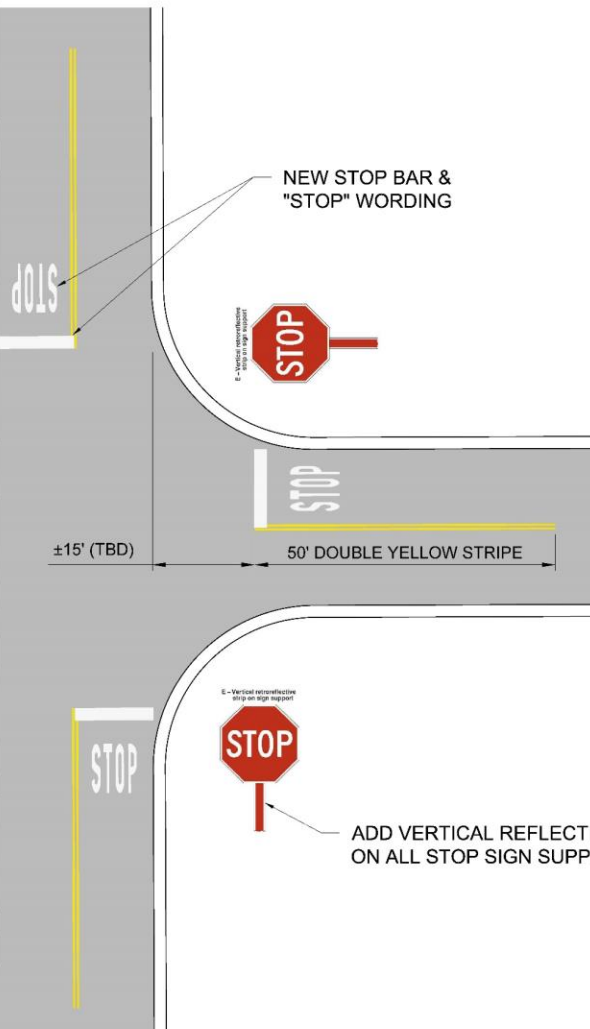
TYPICAL SPEED HUMP
SCALE: 1" = 20'



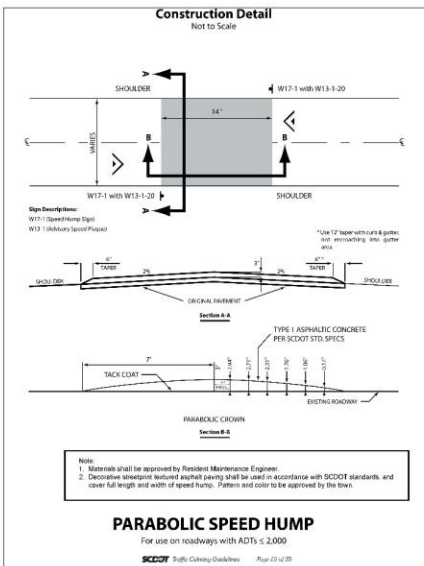
RADAR SPEED LIMIT SIGNS
SCALE: N.T.S.
(MAY REQUIRE SCDOT PERMIT)



E - Vertical reflective strip on sign support



TYPICAL STOP SIGN REPLACEMENT & STRIPING DETAIL
NTS



PARABOLIC SPEED HUMP
For use on roadways with ADTs ≤ 2,000
SCDOT Traffic Control Guidelines Page 19 of 25

TYPICAL SPEED HUMP DETAIL
NTS



TYPICAL SIGN SAMPLES
NTS



CLIENT: THE TOWN OF JAMES ISLAND
JAMES ISLAND, SC

PROJECT NAME: CLEARVIEW, BEAUREGARD, STERLING, SWANSON, WILDWOOD, & STILES STREETS
PROJECT LOCATION: MULTIPLE STREETS LOCATED OFF HARBORVIEW AND FORT JOHNSON



REV	DATE	BY	DESCRIPTION

PROJECT NO. 3082.1601 CLEARVIEW
DRAWN BY: JFC
CHECKED BY: HWG
DATE: 07/01/2019

SHEET TITLE: DETAILS

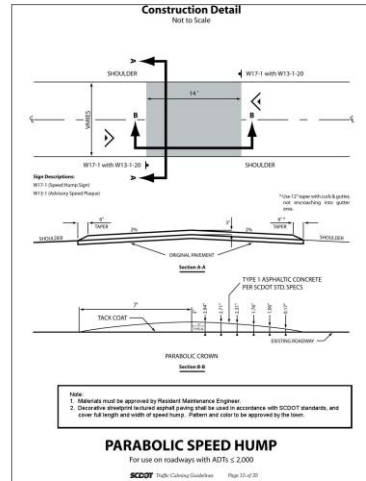
SCALE: NO SCALE
DRAWING NO. C-500
REV: -

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Typical Speed Hump

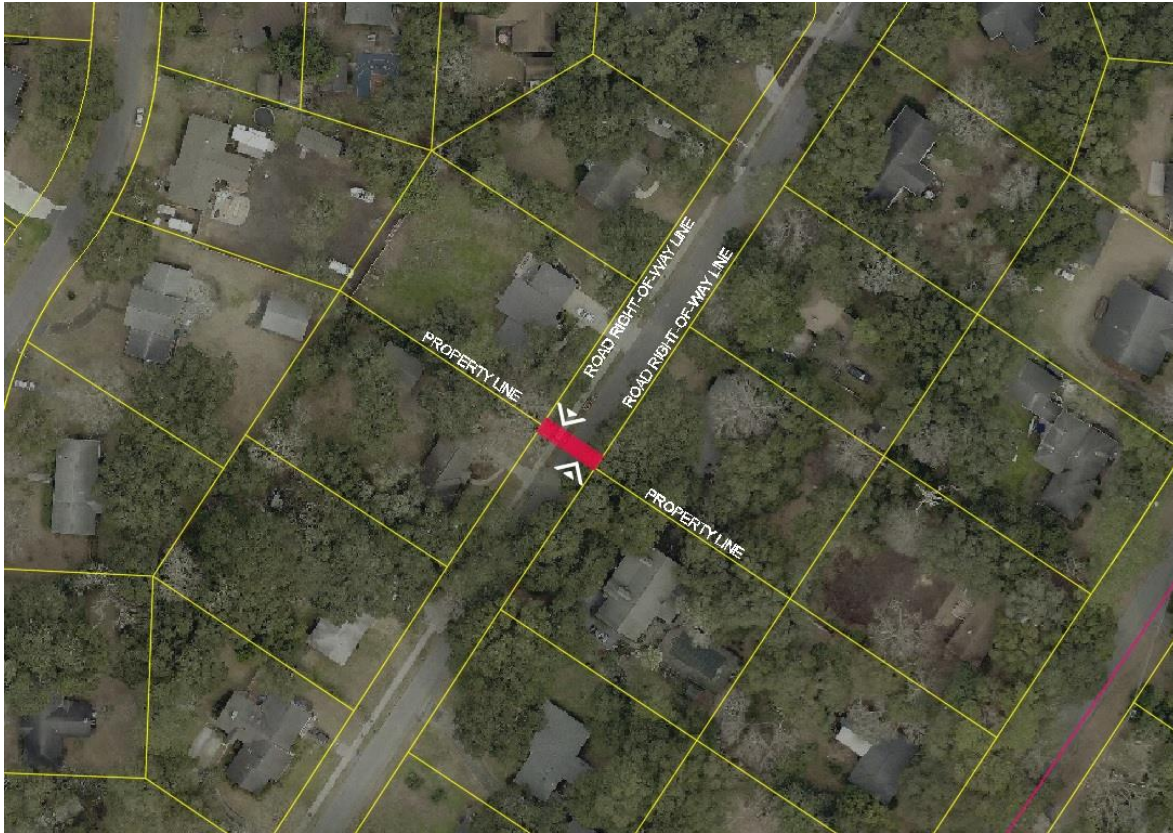


Recently installed on Jordan Street

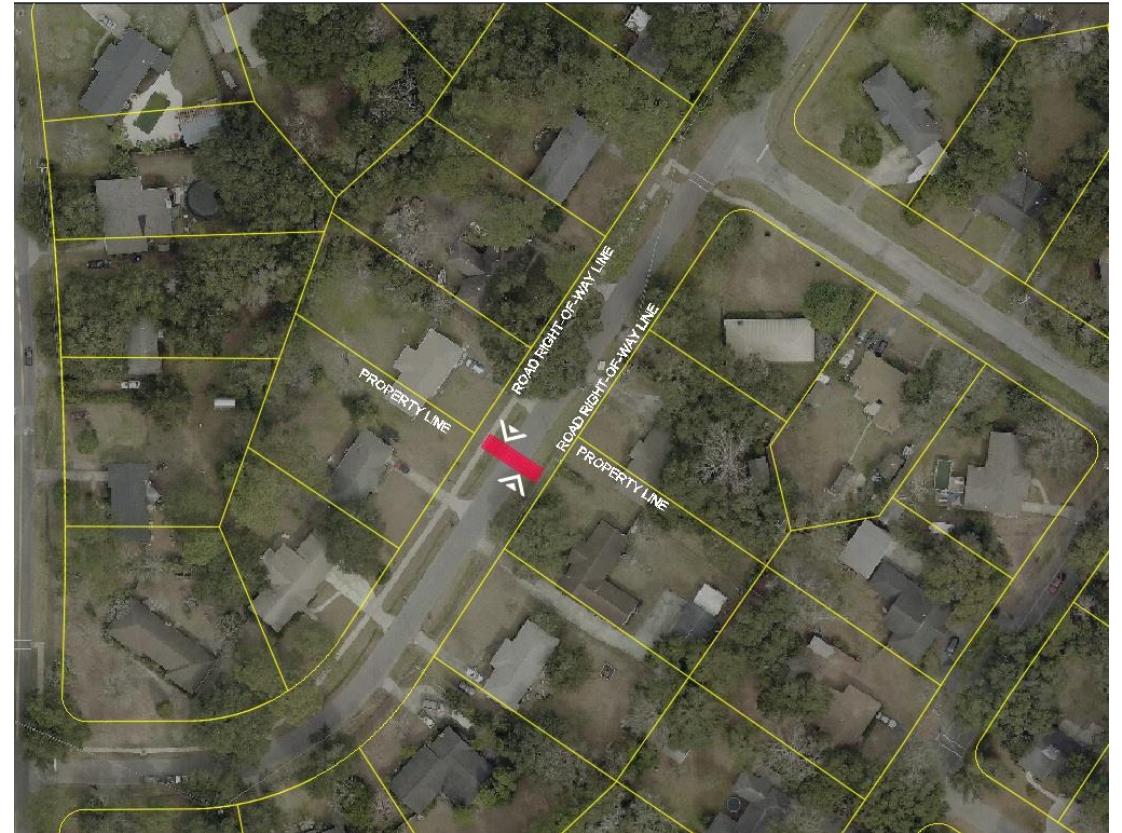


How do you decide where the speed humps go?

The goal is to place them in line with property corners.



Unfortunately, most of the time it just isn't that easy.



*Speed humps must be a minimum of 40-FT from driveways, however, even this can't be obtained every time.

CAMP

KENTWOOD CIR

LEGEND

○ EXISTING STOP SIGN

■ PROPOSED SPEED HUMP



CHANDLER ST

DEVONS AVE

LYNTON AVE

NEWBURY ST

SHANDON ST

SUTTON ST

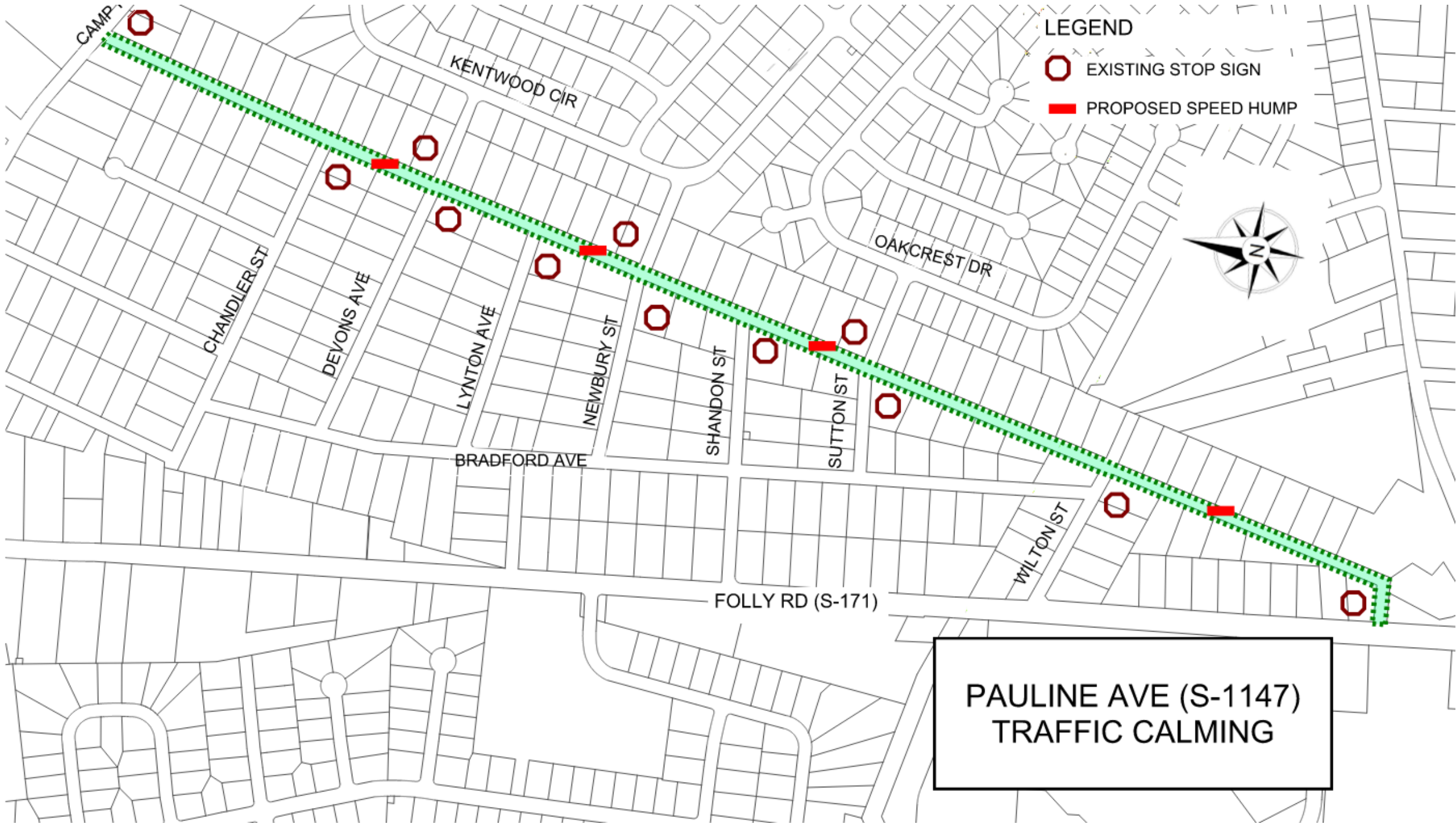
OAKCREST DR

BRADFORD AVE

FOLLY RD (S-171)

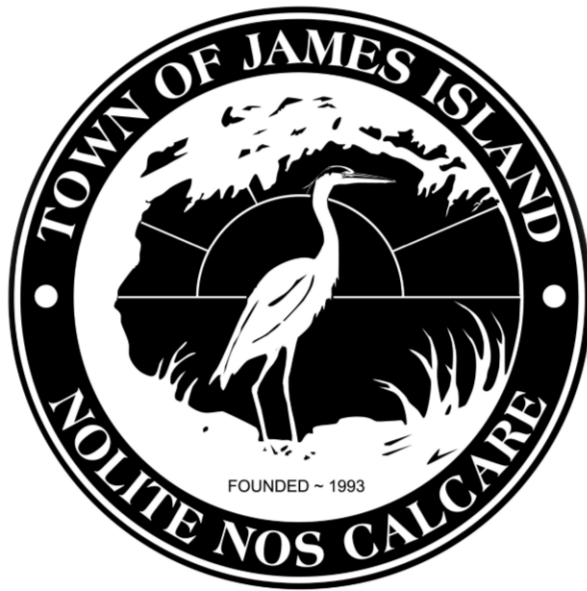
WILTON ST

**PAULINE AVE (S-1147)
TRAFFIC CALMING**



Thank you for your time!

Questions / Comments?



Johnson, Laschober & Associates, P.C.
Architects • Engineers • Landscape Architects



FEE PROPOSAL

PROPOSAL #: **Task Order #13** **DATE:** **April 27, 2023**

To: Niki Grimball **SENT BY:** PHONE [NUMBER]
Town Administrator FAX [NUMBER]
Town of James Island EMAIL
Seaside Lane Traffic Calming (S-1702) [NGRIMBALL@JAMESISLANDSC.US]

RE:

BY: Laura S. Cabiness, P.E.

FEE: \$9,500.00

SCOPE OF SERVICES:

Johnson, Laschober & Associates, P.C. (JLA) is pleased to submit a proposal for the planning, design, and permitting for traffic calming along Seaside Lane (S-1702). There are no intersections between the beginning (Fort Johnson Road) and the terminus of Seaside Lane (Dills Bluff Road). We will identify optimal locations for speed humps and Our recommendation is to let us do the research of the crash data for the intersections. We will prepare exhibits and participate in up to two public meetings for input and public comment on the plan. Once the scope of the traffic calming facilities is determined, we prepare plans, coordinate permitting as well as bidding services for the work. Following is our associated fees with the scope.

The following is a list of tasks and deliverables with the associated fee.

Preliminary Research of Crash Data	N/A
Warrant Studies (\$5,500 per Intersection), if required.	N/A
Prepare Exhibits and attend public meetings (up to two).	4,000
Traffic Calming Plans and submittal to SCDOT	5,500
TOTAL	9,500

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.



Laura S. Cabiness, P.E.

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

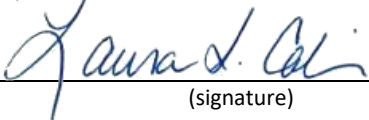
Jobsite Safety -- Neither the professional activates of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates P.C.



(signature)

Civil Engineer

(printed name/title)

(executed agreement date)

Accepted by Client Name

(signature)

(printed name/title)

Billing Address:



Charleston County Grand Concourse Storm Rehabilitation Quote

	Date	9-May-23			
	Project #				
	Route	975 Grand Concourse			
	City	James Island			
	Contact	Mark Johnson			
	PVC Thermoform Liner				
Item #	Item	Qty	Units	Unit price	Total price
1	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	36" CMP/RCP Round	74	LF	\$ 215.00	\$ 15,910.00
3	Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
Total					\$ 20,910.00

Conditions:

*Price includes 1 mobilizations additional mobs will be \$3000 each

Host Pipe must be cleaned by County prior to Lining PDC will work with County Crews to assist dewatering in order to clean pipe just prior to lining.

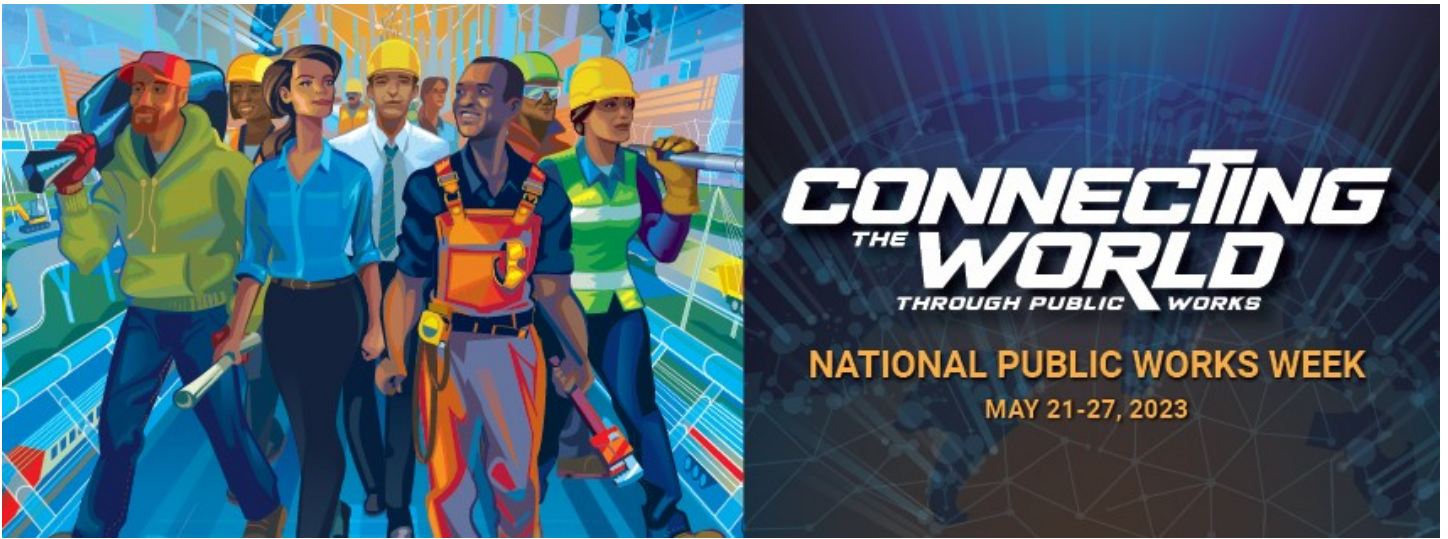
Prices are based on the known information.

Prices do not include the following

Surveying, Traffic Control or Bond

If you have any questions regarding this quote call Doug Brossart at 859-393-4356

Pipeline and Drainage Consultants, LLC, 368 Winningham Rd, Saint George SC 29477



National Public Works Week Proclamation

May 21–27, 2023

“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of James Island; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of James Island to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor Bill Woolsey, and the members of Town Council, do hereby designate the week May 21–27, 2023 as National Public Works Week; we urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of James Island to be affixed

DONE at the Town of James Island, South Carolina this 18 day of May 2023.

Bill Woolsey, Mayor

Attest

Frances Simmons, Town Clerk

A RESOLUTION IN SUPPORT OF FY2023 CHARLESTON COUNTY TRANSPORTATION (CTC) FUNDS FOR THE NABORS DRIVE SIDEWALK PROJECT

WHEREAS, Nabors Drive is a heavily traveled road with a high volume of vehicular and pedestrian activity as it serves as a connector between major throughfares on James Island; and

WHEREAS, the community has requested that the Town provide important pedestrian safety improvements; and

WHEREAS, CTC matching funds have been awarded to the Regatta Road sidewalk project, for which a sidewalk on Nabors Drive will provide connectivity to the shopping center and existing sidewalk on Harborview Road and to the James Island Recreation Complex; and

WHEREAS, the Town has dedicated efforts and funding for the design of this project; and

WHEREAS, the estimated construction cost for the project is \$470,000 and the Town's match of 50% (\$235,000) is available in the Town's Capital Projects Budget; and

WHEREAS, the Town intends to request contributions from the City of Charleston and Charleston County as this roadway serves and is under the jurisdiction of all three entities, however, for the purposes of making this application, the Town will provided the total 50% matching contribution if needed so the project can get funding and be completed for the residents of James Island;

NOW, THEREFORE, BE IT RESOLVED BY THE JAMES ISLAND TOWN COUNCIL THAT:

1. The Town of James Island respectfully requests \$235,000 in funding through the CTC Allocation Program for the Nabors Drive Sidewalk Project.
2. The Town of James Island commits to funding a 50% match in the amount of \$235,000 which has been allocated in the Town's Capital Projects Budget.
3. This resolution shall become effective upon its adoption and approval.

Adopted this 18th day of May, 2023

Bill Woolsey
Mayor

ATTEST

Frances Simmons
Town Clerk

Sidewalk Inventory



Nabors Drive Overview

Jurisdictional Limits



-  City of Charleston
-  Town of James Island
-  Unincorporated
-  New Sidewalk

Parcels directly adjacent to proposed sidewalk: 45
City of Charleston: 20 (44%)
Town of James Island: 16 (36%)
Unincorporated: 9 (20%)



Nabors Drive Overview

Aerial View



- 2,150 LF SIDEWALK INSTALLATION
- PROJECT LIMITS: REGATTA RD TO HARRIS TEETER ENTRANCE



Nabors Drive Photo Inventory



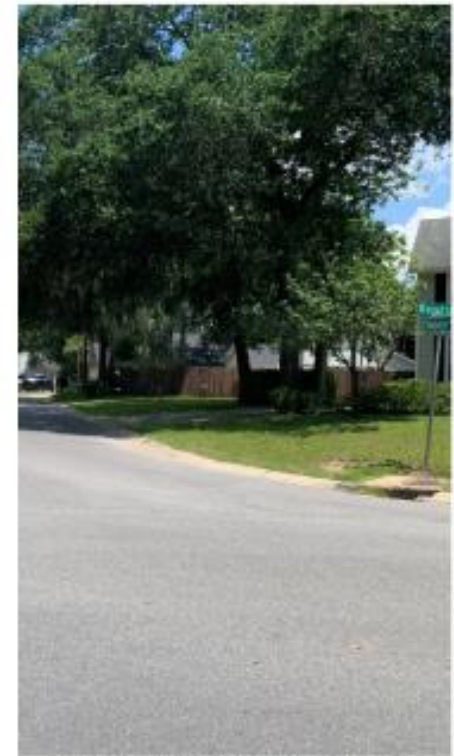
EXISTING SIDEWALK



OPEN SWALES



UTILITIES, MAILBOXES & TREES



CURB AND DRAINAGE AT
NABORS AND REGATTA





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

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

Buyer(s) Town of James Island ("Buyer"), and
Seller(s) James Murray ("Seller")

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

[Handwritten initials]

205,000 NG

04/11/2023

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 205,000 ~~275,000.00~~
Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD.
Verification of Cash available for Closing is attached not attached to be Delivered before _____
The sale of Buyer's real property is is not a contingency for Purchase and terms are are not attached.

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

Address 1129 Hillman Street Unit # _____
City Charleston State of South Carolina
Zip 29412 County of Charleston
Lot _____ Block _____ Section/Phase _____ Subdivision Lot 5-A Coked Hat
Other _____ Tax Map 428-03-00-062

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

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before April 29, 2023 ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

FORM 310 PAGE 1 of 8

Phone:

Fax:

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

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

5. EARNEST MONEY: Total \$ 1,600.00 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ 1,600.00 will be paid within 2 Business Days after Effective Date and Earnest Money is in the form of check cash other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize _____ as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

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

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

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

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

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

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

MS BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

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

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

8. REPAIR PROCEDURE:

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

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

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

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

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

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

 BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections
Other _____ see attached.

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

10. APPRAISED VALUE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. DEFAULT:

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

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

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

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

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

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

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

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

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amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here: _____

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

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

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

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

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

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

BUYER: _____ Date: 3/27/23 Time: 4:16/23

WITNESS: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: 1122 Dills Bluff Rd, Charleston SC 29412

SELLER: John D. White Date: 3/29/23 Time: 12:00 PM

WITNESS: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

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ADDENDUM/AMENDMENT TO

[X] AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [] OFFER OR [] COUNTEROFFER] OR [] RESIDENTIAL RENTAL AGREEMENT OR [] OTHER:

COVERING THE [X] REAL PROPERTY [] PREMISES [] BUSINESS [] OTHER:

Further described or commonly known as:

Address 1129 Hillman Street Unit #

City Charleston State of South Carolina

Other TMS 428-03-00-062

The undersigned Parties hereby agree as follows: Amending the ratified contract to extend the closing date to May 22, 2023. Contingency is still in place requiring Town Council approval.

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

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: [Signature] (Town of James Island) Date: 4/27/23 Time: 10:16 am

BUYER: Date: Time:

Date: Time:

Date: Time:

SELLER: Date: Time:

SELLER: Date: Time:

Date: Time:

Date: Time:

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AN ORDINANCE

AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: ACCESSORY USES AND STRUCTURES, SECTION 153.200 (EXHIBIT A); MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS, SECTION 153.066 C 1 C (EXHIBIT B); ACCESSORY STRUCTURES IN RESIDENTIAL DISTRICTS, SECTION 153.207 (EXHIBIT C), AND BED AND BREAKFASTS, DEFINITIONS, USE TABLE, SECTIONS 153.124, 153.013, TABLE 153.110 (EXHIBIT D):

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

WHEREAS, the Town of James Island Planning Commission has reviewed the proposed text of the Town of James Island Zoning and Land Development Regulations Ordinance (ZLDR) in accordance with the procedures established in State law and the ZLDR, and has recommended that the Town of James Island Council adopt the proposed text amendments of the ZLDR as set forth in Sections 153.200, 153.066, 153.207, 153.124, 153.013 and Use Table 153.110 herein; and

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

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

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

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

SECTION I. FINDINGS INCORPORATED

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

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

The Town of James Island Zoning and Land Development Regulations Ordinance is hereby amended to include the text amendments of Sections 153.200, 153.066, 153.207, 153.124, 153.013 and Use Table 153.110 is attached hereto as “Exhibit A”, “Exhibit B”, “Exhibit C” , and “Exhibit D” and made a part of this Ordinance by reference.

SECTION III. SEVERABILITY

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

SECTION IV. EFFECTIVE DATE

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

ADOPTED and APPROVED in meeting duly assembled this 18th day of May 2023.

TOWN OF JAMES ISLAND COUNCIL

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

ATTEST:

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

Public Hearing: May 18, 2023
First Reading: May 18, 2023
Second Reading: June 15, 2023

EXHIBIT A

§ 153.200 ACCESSORY USES AND STRUCTURES ALLOWED

(C) *Accessory structures and buildings.* An **ACCESSORY STRUCTURE** is a structure that is detached from a principal structure and customarily incidental and subordinate to the principal structure. Accessory structures include, but are not limited to, swimming pools, fences, and detached accessory buildings (barns, garages, sheds, gazebos). If any accessory building is attached to a principal building with a roof supported by columns or walls, it shall be deemed part of the principal building provided the attachment is a minimum of four feet in width with a minimum length to width ratio of 4:1. In such cases, the structure shall comply with the setback requirements of the applicable zoning district. ~~This does not include accessory dwelling units to be considered part of the principal dwelling unit.~~

(Ord. 2012-06, § 6.5.1, passed 10-18-2012; Ord. 2013-02, passed 4-18-2013)

EXHIBIT B

§ 153.066 MEASUREMENTS, COMPUTATIONS AND EXCEPTIONS; DIMENSIONAL STANDARDS DEFINED

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

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

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

EXHIBIT C

§ 153.207 ACCESSORY STRUCTURES IN RESIDENTIAL/OR DISTRICTS

(B) A detached accessory structure shall be located:

(1) On the rear of the lot, behind the principal structure. This limitation shall not apply to carports or garages;

(2) At least six feet from any existing dwelling or dwelling under construction;

(3) At least three feet (if size of structure is 120 square feet or under) or at least five feet (if size of structure is over 120 square feet) from any interior lot line in a residential district; if in an OR District that abuts a residential district, the accessory structure in the OR District shall be located at least ten feet from the abutting interior lot line; when an OR District abuts another O, C, or I district, setbacks for accessory structures are not required; and

(4) If on a corner lot, the accessory structure shall not project in front of the front building line required or existing on the adjacent lot **unless approved by zoning administrator. Vision clearance triangle must be maintained.**

EXHIBIT D

153.124 BED AND BREAKFASTS./SHORT-TERM RENTALS

Bed and breakfasts/short-term rentals shall be subject to the following standards.

(A) ~~The bed and breakfast must be residential in nature and comply with the home occupation regulations of § 153.210 of this code.~~

(B) ~~No exterior alterations, other than those necessary to ensure the safety of the structure, shall be made to any building for the purpose of providing a bed and breakfast.~~ **In residential zoning districts there shall be no visible evidence of the conduct of a bed and breakfast/short-term rental when viewed from the street right-of-way or from an adjacent lot and signs are expressly prohibited.**

(C) Bed and breakfasts/short-term rentals shall contain no more than three guest rooms.

(D) ~~There shall be an owner or innkeeper/manager residing on the premises.~~

(E) ~~Meals may be served by the resident owner to paying guests staying at the bed and breakfast.~~ **There shall be no cooking or kitchen uses in the bed and breakfast/short-term rental space, distinct from the principal dwelling, in residential zoning districts.**

(F) Parking areas for bed and breakfast/short-term rental uses located in agricultural or residential zoning districts shall be screened from view of residential zoning districts and public rights-of-way by evergreen plant material that will provide opaque screening at the time of plant maturity. In addition to all vehicles. **In addition to vehicles registered at the dwelling address, only one car per guest room is allowed and must be capable of being completely parked within and upon the premises.**

(G) **Owner of bed and breakfast/short-term rental shall be a full-time resident of the dwelling and shall reside in the dwelling in residential zoning districts. Proof of full-time residency must be provided at the time of application with owner-occupied legal residence tax bill, driver's license, voter registration, vehicle registration, and any other documentation requested by the Zoning Administrator and listed on the application. There shall be an owner or innkeeper/manager residing on the premises in non-residential zoning districts.**

(H) **Advertisements and listings for bed and breakfast/short-term rentals must include an approved permit number. Advertisements that do not list a permit number are considered a violation of this ordinance.**

(Ord. 2012-06, § 6.4.4, passed 10-18-2012; Ord. 2013-02, passed 4-18-2013; Ord. 2019-01, passed 5-16-2019)

ORDINANCE # 2023-03

AN ORDINANCE ADOPTING THE FISCAL YEAR 2023-2024 BUDGET FOR THE TOWN OF JAMES ISLAND, SOUTH CAROLINA

WHEREAS, the Town of James Island requires a budget to guide and direct the receipt of expenditure of revenues during Fiscal Year 2023-2024; and

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

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

WHEREAS, this duly noticed public hearing is scheduled for April 20, 2023;

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 2023-2024.

Section 2: Creation of the Fiscal Year 2023-2024 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 2023-2024 “Exhibit A,” incorporated fully herein by reference, and sets the property tax operating millage rate at 17.9 mills. [EXHIBIT A](#)

Section 3: Severability

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

Section 4: Effective Date and Duration

This Ordinance shall be effective from July 1, 2023 to June 30, 2024.

First Reading	April 20, 2023
Public Hearing	April 20, 2023
Second Public Hearing/Final Reading	May 18, 2023

Bill Woolsey

ATTEST

Frances Simmons
Town Clerk

Town of James Island
Fiscal Year 2023/2024 Budget Narrative
April 5, 2023

1. The proposed total general fund expenditures remain close to \$4 million; this is consistent over the past two fiscal year budgets.
2. The capital projects budget is not expected to increase significantly, however, several infrastructure and drainage projects are expected to be completed in FY24. All project-related expenditures will be allocated to American Rescue Plan Funds, which must be expended by the end of 2026. In addition to project-related capital expenses, these funds will also support in matching funds for the JIPSD sewer expansion project to address pollution in James Island Creek.
3. The proposed budget has a minimal amount to be transferred in from the unencumbered fund balance. This reflects only the amount allocated to Capital Equipment Projects (all others are allocated to ARPA funds), which began in FY22/23. These expenditures are for the audio-visual upgrades to Council Chambers and equipment for a second deputy.
4. Proposed increases to general fund expenditures include the following:
 - a. Funding for two new positions to bring building permitting and inspections in-house. Revenue from permits, plan review, and contractor licenses would increase by roughly \$330,000 and cover both positions.
 - b. Proposed cost of living increase of 7% for Town staff, which is in line with the CPI for the Southeast Region.
 - c. Salary increase for the Mayor, per Council's directive, will be implemented at the start of calendar year 2024.
 - d. Purchase of one computer for new Building Services employee, a laptop for Planning & Zoning, and four tablets for field staff for use of GoGov software for field inspections and code compliance. These expenses are allocated to each of the respective departments that they will be used by.
 - e. Information Technology budget increase for new GoGov and SwagIt programs approved in 2022.
5. General fund areas having little or no change in expenditures: Planning & Zoning, Parks & Rec, Codes & Safety, Facilities & Equipment and Community Services; each of these have little change.
6. Hospitality/ non-capital: the budget sheet shows a decrease of roughly \$50,000 but that is due to the completion of the Lowcountry Local First/ Business Academy. James Island Arts & Cultural Center operational expenses now has a dedicated line item, and a new line added for Center events and supplies. All of these items were formerly combined on one line, but now separated to allow for better tracking of various expenses.

Town of James Island
Fiscal Year 2023/2024 Budget Narrative
April 5, 2023

7. The Public Works projects budget line item has been decreased for next fiscal year as most upcoming project expenditures are reflected in the capital projects budget.
8. The proposed property tax millage remains unchanged at 17.9 (estimated \$1,436,570) with Local Option Sales Tax (LOST) credits keeping the net property tax owed to the Town by each taxpayer at zero.
9. JIPSD Tax Relief: the proposed cost-share is approximately \$1,285,000, based on the estimated revenue from the LOST property tax credit fund.
10. While a second full-time deputy was funded for FY22/23, due to limited resources, the Sheriff's Office has not been able to follow through with this request. They have indicated that conditions have changed and this request could be possible for the next fiscal year. The increase to this line item reflects funding needed for an additional deputy and part-time deputy pay, which the total hours needed would be offset once a second deputy is contracted. The capital equipment budget for a second deputy would have a one-time cost of \$87,000. 20% of this cost would be covered by the Hospitality Tax fund, as would the hourly and annual pay.
11. As with last fiscal year, there are no expenditures planned for Stormwater funds, which will have an estimated balance of \$447,190 at the end of FY22/23.
12. Budget workshop recommendation: increase to Community Services that might be used for warming stations \$20,000 (based on last year's allocation); \$12,500 added back to Community Tutoring Programs; \$15,000 allocated from the Tree Fund for the Camp Road Tree Preservation Project.

EXHIBIT A
GENERAL FUND BUDGET SUMMARY
DRAFT APRIL 5, 2023

Revenues	21/22 ACTUAL	22/23 BUDGET	22/23 ESTIMATE	23/24 DRAFT	DIFFERENCE
Operating Revenues	3,838,490	3,845,750	3,829,965	4,075,722	229,972
Transfer In from Funds Balance	343,998	235,490	144,510	76,300	
Transfer In from Reserve Fund			13,000		
Transfer in from American Rescue Plan Act				2,795,955	
Total Revenues	\$ 4,182,488	\$ 4,081,240	\$ 3,987,475	\$ 6,947,977	2,866,737

Expenditures	21/22 ACTUAL	22/23 BUDGET	22/23 ESTIMATE	23/24 DRAFT	DIFFERENCE
ADMIN	671,516	720,969	692,852	792,085	71,116
ELECTED OFFICIALS	110,965	113,500	107,974	134,778	21,278
GENERAL OPERATIONS	388,626	501,359	447,574	799,743	298,384
PLANNING AND ZONING	5,988	15,335	9,287	17,915	2,580
BUILDING SERVICES	24,809	60,250	60,000	6,100	(54,150)
PUBLIC WORKS	190,942	355,930	203,260	218,775	(137,155)
ISLAND SHERIFF'S PATROL	320,285	361,269	377,417	404,066	42,797
CODE AND SAFETY	17,353	21,360	9,250	22,460	1,100
PARKS AND RECREATION	33,074	36,475	14,173	33,500	(2,975)
FACILITIES & EQUIPMENT	218,329	239,330	210,779	242,300	2,970
COMMUNITY SERVICES	50,716	120,030	85,031	119,000	(1,030)
JIPSD FIRE AND SOLID WASTE	1,069,000	1,271,000	1,271,000	1,285,000	14,000
TRANSFER OUT TO CAPITAL	392,890	-	295,410	2,872,255	2,872,255
Total Expenditures	\$ 3,494,492	\$ 3,816,807	\$ 3,784,008	\$ 6,947,977	3,131,170

Town Funds	21/22 ACTUAL	22/23 BUDGET	22/23 ESTIMATE	23/24 DRAFT	DIFFERENCE
UNENCUMBERED FUND BALANCE	\$ 2,440,221	\$ 1,418,084	\$ 1,273,574	\$ 2,113,421	695,337
RESERVE	1,328,484	1,328,484	1,328,484	1,328,484	-
TREE FUND	1,392	692	80,488	80,488	79,796
STORMWATER FUNDS	502,866	364,190	447,190	510,190	146,000
HOSPITALITY TAX FUND	1,936,147	500,443	2,260,348	1,615,760	1,115,317
AMERICAN RESCUE FUND	\$ 1,672,408	\$ -	\$ 3,235,875	\$ -	\$ -

	21/22 Actual	22/23 Budget	YTD 01/31/2023	22/23 Estimate	23/24 Draft	DIFFERENCE
Revenues						
Accomodations Tax	77,485	50,000	25,748	51,495	52,000	2,000
Brokers and Insurance Tax	801,598	870,000	3,607	801,600	801,600	(68,400)
Building Permit Fees	15,529	15,000	13,914	23,853	327,812	312,812
Business Licenses	384,411	380,000	198,310	339,960	360,000	(20,000)
Franchise Fees*	320,182	332,500	187,723	321,810	309,000	(23,500)
Grants	69,718	25,000	-	-	11,000	(14,000)
Liquor Licenses	12,000	10,000		-	10,000	-
Local Assessment Fees	3,571	2,500	2,046	2,500	2,500	-
LOST Revenue Fund	524,734	530,000	273,564	547,128	547,000	17,000
LOST Property Tax Credit Fund	1,225,380	1,270,000	641,839	1,283,679	1,284,000	14,000
Miscellaneous	26,741	500	371	88,000		(500)
Planning and Zoning Fees	16,162	15,000	8,715	14,940	15,000	-
Stormwater Plan Review Fees	7,700		4,800	8,229	8,200	
State Aid to Subdivisions	263,279	272,350	136,173	272,350	272,350	-
Telecommunications	12,901	17,000	-	16,982	17,000	-
Filing Fees	-				760	760
Donations	120		120			-
Tree Mitigation	-	-	-			-
Interest Income	437	500	859	1,473	1,500	1,000
Facility Rentals	6,824	5,400	3,480	5,966	6,000	600
Property Tax (17.9 mils)	1,296,230	1,436,560	1,318,627	1,318,627	1,436,560	117,933
Property Tax Rollback Credit	(1,225,380)	(1,270,000)	(641,839)	(1,283,679)	(1,284,000)	(14,000)
Property Tax Credit from Revenue Fund	(70,850)	(166,560)	(676,788)	(34,948)	(152,560)	14,000
Homestead Exemption Tax Receipts	69,718	50,000	-	50,000	50,000	-
TOTAL	3,838,490	3,845,750	1,501,270	3,829,965	4,075,722	339,705

	21/22 Actual	22/23 Budget	1/31/2023 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
Administration						
Salaries	316,254	320,000	179,463	311,069	343,261	23,261
Benefits, Taxes & Fees	129,645	130,000	73,536	127,462	142,724	12,724
Advertising	1,816	3,500	809	1,387	3,500	-
Audit	12,500	12,500	12,500	12,500	12,500	-
Bank charges	1,533	2,000	870	1,491	2,000	-
Copier	5,562	5,500	2,448	4,196	4,500	(1,000)
Dues and Subscriptions	120	1,500	245	1,500	1,500	-
Elections						-
Employee Appreciation	1,220	800	295	800	800	-
Employee Training & Wellness	3,510	3,800	4,123	3,800	5,800	2,000
Election Expenses				8,500	8,500	8,500
Information Services	69,327	72,000	46,074	91,484	95,000	23,000
Insurance	48,162	50,569	32,935	48,161	54,500	3,931
Legal & Professional Services	41,490	80,000	11,339	52,000	80,000	-
Grant Writing Services	8,560	16,000	2,310	8,000	8,400	(7,600)
MASC Membership	5,347	5,500	-	5,800	5,800	300
Mileage Reimbursement	316	800	180	308	800	-
Mobile Devices	1,954	2,100	613	1,050	1,500	(600)
Postage	6,060	6,000	1,720	2,949	6,800	800
Supplies	4,512	5,000	2,980	5,108	5,200	200
Town Codification	4,168	1,400	220	376	1,000	(400)
Payroll Expenses	6,060		2,864	4,909	6,000	6,000
Training and Travel	1,227	2,000	-	-	2,000	-
TOTAL	671,516	720,969	375,522	692,852	792,085	71,116

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
Elected Officials						
Salaries	50,884	50,000	28,269	49,000	61,250	11,250
Benefits, Taxes & Fees	58,850	60,000	33,686	58,388	70,528	10,528
Mayor Expense	690	1,000	190	326	1,000	-
Council Expenses	71	2,000	-	-	2,000	-
Mobile Devices	469	500	152	261		(500)
TOTAL	110,965	113,500	62,297	107,974	134,778	21,278

	21/22 Actual	22/23 BUDGET	22/23 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
General Operations						
Salaries	281,367	366,766	186,566	323,381	547,102	180,336
Benefits, Taxes & Fees	107,259	134,593	71,650	124,194	252,641	118,048
TOTAL	388,626	501,359	258,216	447,574	799,743	298,384

	21/22 Actual	22/23 Budget	1/31/2023 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
Planning & Zoning						
Advertising	809	1,500	398	682	1,500	-
Mobile Devices	24	660		-		(660)
Dues and Subscriptions	59	715	-	715	715	-
Mileage Reimbursement	-	200	-	100	200	-
Equipment / Software	2,412	2,160	1,739	2,981	5,500	3,340
Supplies	190	600	76	131	500	(100)
Training and Travel	90	1,000	740	1,268	1,000	-
Uniform / PPE	-	500	-	-	500	-
Planning Commission	750	4,000	350	600	4,000	-
Board of Zoning Appeals	1,655	4,000	2,060	2,810	4,000	-
TOTAL	5,988	15,335	5,363	9,287	17,915	2,580

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 Budget	DIFFERENCE
Building Services						
County Contract Building Permit Tech	24629	60000		60,000	0	-60,000
Mobile Devices	180				600	600
Dues and Subscriptions					1,000	1,000
Equipment/Software	-		-	-	1,500	1,500
Mileage Reimbursement					500	500
Supplies					600	600
Travel and Training					1,400	1,400
Uniform / PPE	-		-		250	250
Community Outreach	-	250	-		250	-
TOTAL	24,809	60,250	-	60,000	6,100	(54,150)

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 estimate	23/24 Budget	DIFFERENCE
Public Works						
Dues and Subscriptions	238	425	353	605	725	300
Mobile Devices	621	1,080	39	67	1,100	20
Emergency Management	9,287	20,000	37,176	63,731	26,000	6,000
Groundskeeping	66,810	70,000	32,342	55,444	70,000	-
Tree Maintenance and Care	1,355	20,000	700	1,200	10,000	(10,000)
Mileage Reimbursement	23	300	23	39	300	-
Public Outreach	20	500	20	34	250	(250)
Projects	80,023	180,000	15,956	27,353	50,000	(130,000)
Signage	2,070	8,000	1,685	2,889	4,000	(4,000)
Supplies	2,771	8,000	4,300	7,371	8,000	-
Asset Management	26,569	45,000	25,231	43,252	45,000	-
Training and Travel	815	1,925	280	480	2,500	575
Uniform / PPE	339	700	464	795	900	200
TOTAL	190,942	355,930	118,569	203,260	218,775	(137,155)

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 ESTIMATE	23/24 DRAFT	DIFFERENCE
ISLAND SHERIFF'S PATROL						
ISP Salary	183,349	173,852	136,565	236,713	186,814	12,962
ISP Benefits, Taxes & Fees	50,752	42,758	39,043	67,674	52,102	9,345
ISP Programs & Supplies	15,597	15,000	5,266	9,027	17,250	2,250
ISP - Dedicated Officer Annual Expense	70,587	129,660		64,003	147,900	18,240
TOTAL	320,285	361,269	180,874	377,417	404,066	42,797

	21/22 Actual	22/23 Budget	01/31/23 YTD	22/23 Estimate	23/24 Budget	DIFFERENCE
Codes & Safety						
Memberships/Dues		250		-	250	-
Crime Watch Materials	273	250		250	250	-
Equipment		900		960	1,960	1,060
Mileage Reimbursement		100		-	100	-
Mobile Devices	322	360			700	340
Animal Control	3,000	3,000		3,000	3,000	-
Overgrown Lot Clearing		2,000		500	2,000	-
Radio Contract	1,368	3,500	1,596	2,736	3,200	(300)
Supplies	940	250	997	1,710	250	-
Training		500		-	500	-
Uniform / PPE		250	55	94	250	-
Unsafe Buildings Demolition	11,450	10,000	9,950		10,000	-
TOTAL	17,353	21,360	12,598	9,250	22,460	1,100

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	22/23 Draft	DIFFERENCE
Parks & Recreation						
Dock Street Park	7,500					-
Pinckney Park						-
Park Maintenance	12,309	12,000	4,028	6,904	12,500	500
Special Events	939	5,000	940	1,611	5,000	-
JIRC Contribution		4,750	-	-		(4,750)
Youth Sports Program	12,325	14,725	3,300	5,657	16,000	1,275
TOTAL	33,074	36,475	8,268	14,173	33,500	(2,975)

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
Facilities & Equipment						
Equipment/Furniture	137	5,700	1,399	2,398	5,000	(700)
Facilities Maintenance	6,444	6,500	8,143	13,960	19,800	13,300
Generator Maint.	3,384	2,410	398	682	2,000	(410)
Janitorial	9,359	7,920	6,750	11,571	12,000	4,080
Security Monitoring	4,160	1,000	696	1,194	1,500	500
Street Lights	152,868	161,700	73,285	146,570	155,000	(6,700)
Utilities	34,555	44,100	14,865	29,729	35,000	(9,100)
Vehicle Maint. Expense	7,422	10,000	2,727	4,675	12,000	2,000
TOTAL	218,329	239,330	108,263	210,779	242,300	2,970

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
Community Services						
Community Service Contributions	31,000	50,000	31,100	31,000	55,000	5,000
Repair Care Program	13,300	35,000	2,793	35,000	35,000	-
CERT Program		-	-	-	-	-
Drainage Council		500	-	-	500	-
Business Development Council		3,500		31	500	(3,000)
Children's Council		-	-	-	-	-
History Council	1,884	3,780	1,140	2,500	5,000	1,220
James Island Pride	1,902	3,500	2,116	1,000	3,500	-
Helping Hands	518	500	140	500	500	-
James Island Arts Council		3,500				(3,500)
Neighborhood Council	45	3,750	249	1,500	3,000	(750)
Tree Council	2,067	3,500		1,000	3,500	-
Community Tutoring Programs		12,500		12,500	12,500	-
TOTAL	50,716	120,030	37,538	85,031	119,000	(1,030)

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
JIPSD Fire & Solid Waste Services						
Tax Relief	1,068,000	1,270,000	740,831	1,270,000	1,284,000	14,000
Admin Expense	-		-	-		-
Auditor Expense	1,000	1,000	1,000	1,000	1,000	-
TOTAL	1,069,000	1,271,000	741,831	1,271,000	1,285,000	14,000

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
Tree Fund						
Tree Mitigation Revenue	8,096	500		86,000	500	-
Tree Mitigation Expense		1,200		15,000	1,200	-
Change in Balance	8,096	(700)	-	71,000	(700)	-
Initial Balance	1,392	9,488	9,488	9,488	80,488	71,000
Ending Balance	9,488	8,788	9,488	80,488	79,788	71,000

	21/22 ACTUAL	22/23 BUDGET	22/23 ESTIMATE	23/24 DRAFT	Difference
Stormwater					
Stormwater Revenue	182,280	63,000	83,000	63,000	-
Stormwater Expense					-
Transfer Out to Capital Projects	0	0	0	0	
Change in Balance	182,280	63,000	83,000	63,000	
Initial Balance	118,910	301,190	364,190	447,190	146,000
Ending Balance	301,190	364,190	447,190	510,190	146,000

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 Draft	DIFFERENCE
Hospitality Tax Fund						
Hospitality Tax Revenue	700,953	655,000	341,432	682,864	680,000	25,000
Hospitality Current Expense						-
The Town Market	169	2,000	1,253	747	2,000	-
Guide to Historic James Island		5,000	-	5,000	5,000	-
ReThink Folly Rd - Staff Cost-Sharing	31,149	20,000	10,538	9,462	20,000	-
Santee St. Public Parking Lot	29,400	33,100	30,600	2,500	34,400	1,300
James Island Arts & Cultural Center Operations	106,038	145,000	78,168	66,832	150,000	5,000
James Island Arts & Cultural Center Projects & Events					15,000	15,000
Promotional Grants	7,000	15,000	9,000		10,000	(5,000)
Public Safety of Tourism Areas	85,545	129,757	60,441	103,613	134,688	4,931
Camp and Folly Landscaping Maintenance	5,790	10,000	2,100	7,900	10,000	-
Community Events	4,091	5,000	3,504	1,496	5,000	-
Brantley Park Ops	800	2,050	1,025	1,025	2,400	
Entrepreneur and Small Business Support		72,300	25,500	46,800		
TOTAL Current Expense	269,981	439,207	222,129	245,375	388,488	(50,719)
Current Surplus/Deficit	430,972	215,793	119,303	437,489	291,512	75,719
Hospitality Tax Transfer Out to Capital	339,993	903,050	99,383	113,287	936,100	33,050
Transfer (out from/ in to) Hospitality Fund Balance	(90,979)	687,257	(19,920)		644,588	(42,669)
Total Hospitality Expenditures (Capital and Current)	609,974	1,342,257	321,512	358,663	1,324,588	(17,669)
Hospitality Tax Fund Balance						
Initial Fund Balance	1,463,027	1,690,431	1,690,431	1,936,147	2,260,348	
End Fund Balance	1,690,431	1,003,174	1,670,511	2,260,348	1,615,760	612,586

	21/22 Actual	22/23 Budget	22/23 YTD	22/23 Estimate	23/24 DRAFT	TOTALS
American Rescue Plan						
Revenue	1,854,631	1,854,631	1,854,631			3,709,262
Expense			291,164	439,920	2,795,955	3,527,039
Transfer Out to Capital Projects	182,223	0	3,467,397		2,795,955	3,527,039
Change in Balance	1,854,631	1,854,631	1,563,467	439,920	2,795,955	
Initial Balance	1,854,631	3,527,039	1,672,408	3,235,875	2,795,955	
Ending Balance	1,672,408	(1,672,408)	3,235,875	2,795,955	0	

FIVE YEAR CAPITAL IMPROVEMENT PLAN FY2023/24 - FY2027/2028

Infrastructure	Actual FY 21/22	Budget 22/23	YTD FY 22/23	ESTIMATE 22/23	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	5 Year Total
Dills Bluff Sidewalk, Phase III - Seaside to Winborn	27,056			174,570						-
Dills Bluff Sidewalk, Phase IV - Winborn to HBVR		45,000	9,000	45,000	250,000					250,000
Lighthouse Point Sidewalk and Drainage, Phase I	55,000									-
Regatta Road Sidewalk	2,393	105,000			9,000					9,000
Town Hall - Second Floor					45,000					45,000
Traffic Calming Projects	142	50,000	9,417		75,000					75,000
Nabors Phase I	18,100	45,000	3,900			250,000				250,000
Camp Riverland Sidewalk (Match)		100,000								
Secessionville to Ft. Johnson Sidewalk connector		13,000								-
Honey Hill Road Paving		58,800				58,800				58,800
Undergrounding Power Lines	-	220,000								-
Town Hall Solar Panels	31,785	53,000								-
Other Capital Improvement Projects			226,998							-
Septic Tank Testing	2,400	100,000	9,450		50,000					50,000
James Island Creek Septic and Sewer Projects	50,000	1,854,631	-		444,000					444,000
Total	194,361	2,644,431	258,765	219,570	873,000	308,800	-	-	-	1,181,800

Drainage Projects	Actual FY 21/22	FY 2022/2023	YTD FY 22/23	ESTIMATE 22/23	FY 2023/24	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	5 Year Total
Greenhill / Honey Hill Drainage Phase I-II	63,083	261,000	1,112		280,000					280,000
Oceanview-Stonepost Drainage Basin, Phases I-II	25,966	384,000	30,787	59,000	808,000					808,000
Woodhaven Drainage Improvements	26,200	14,500			700,000					700,000
Quail Run Drainage Improvements	\$ 22,275	45,400		-	735,000					735,000
Drainage Outflow Valve Devices	-	48,000								-
Drainage Improvement Projects		100,000			25,000					25,000
Total	352,722	852,900	31,899	59,000	2,548,000	-	-	-	-	2,548,000

Capital Equipment	Actual FY 21/22	FY 2022/2023	YTD FY 22/23	ESTIMATE 22/23	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	5 Year Total
ISP - Dedicated Officer Initial Expense		67,500			66,300					66,300
License Plate Recognition Camera - HBVR	27,186									
Public Works Equipment	15,328	50,000		50,000	10,000					10,000
Audio Visual Upgrades	-	70,000	382	70,000						-
Total	42,513	187,500	382	144,510	76,300	-	-	-	-	76,300

Parks and Recreation	Actual FY 21/22	FY 2022/2023	YTD FY 22/23	ESTIMATE 22/23	FY 2023/24	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	5 Year Total
Dock Street Park	7,500	50,000	500	2,810	59,000	310,000				369,000
Pinckney Park	14,339			14,030		37,500				37,500
Park Projects		50,000								-
Park and Rec Improvements										-
Total	21,839	100,000	500	16,840	59,000	347,500	-	-	-	406,500

Transfers In:	Actual FY 2021/2022	FY 2022/2023	YTD FY 22/23	ESTIMATE 22/23	FY 2023/24
General Fund	392,890	235,490	382	144,510	76,300
Stormwater Funds	218,545	0		-	0
American Rescue Plan Funds	182,223	0	3,467,397	439,920	\$ 2,795,955.00

FIVE YEAR HOSPITALITY CAPITAL IMPROVEMENT PLAN

Hospitality Tax Capital Projects	Actual FY 21/22	22/23 Budget	YTD FY 22/23	ESTIMATE 22/23	FY 2023/24	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	5 Year Total
Bus Shelters/Bench on Folly Road		25,000			25,000					25,000
Camp and Folly -- Signage/Flags		35,000		3,800	35,000					35,000
Camp / Folly Landscaping	30,000									-
Streetscape Lighting at Camp / Dills Bluff										-
Rethink Folly Road - Phase I	28	400,000	-	-	400,000					400,000
ISP Dedicated Officer Initial Expense		22,500			22,100					
Rethink Folly Road - Phase II-III					-					-
Folly Road Beautification	1,657	10,000	-	-	10,000					10,000
Pinckney Park	418		418	418		12,500				12,500
Brantley Park	113,027	50,000	9,126	9,126	100,000					100,000
James Island Arts and Cultural Center	122,789	100,000	10,694	10,694	150,000					150,000
James Island Arts and Cultural Center Solar Panels	24,446	75,550		75,550						75,550
Holiday Decorations	1,042	15,000	13,699	13,699	2,000					2,000
Other Tourism-Related Projects		50,000	-	-	50,000					50,000
Undergrounding Power Lines -Folly Road						68,039	62,689	55,840	55,840	242,408
Folly Road Multi-Use Path, Wilton to Ft. Johnson					42,000					42,000
Park Projects		20,000				29,250	35,500	35,500		100,250
Historic Fort Johnson		100,000			100,000					100,000
Total	293,406	903,050	33,937	113,287	936,100	109,789	98,189	91,340	55,840	1,344,708

Transfers In:	Actual FY 2021/2022	22/23 Budget	YTD FY 22/23	ESTIMATE 21/22	FY 2023/24
Hospitality Tax Fund	339,993	903,050	99,383	113,287	936,100