



Town of James Island, Regular Town Council Meeting  
May 16, 2024; 7:00 PM; 1122 Dills Bluff Road, James Island, SC 29412

### IN-PERSON MEETING

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

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

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

- 1) Opening Exercises: (Councilwoman Mignano)
- 2) Presentation: **Proclamation Recognizing Bonum (Bo) S. Wilson**, Former Town Attorney
- 3) Presentation: **Proclamation Recognizing Tracy Boyette** James Island Postal Carrier
- 4) **Public Hearing: Ordinance #2024-03: An Ordinance Adopting the Fiscal Year 2024-2025 Town of James Island Annual Budget**
- 5) Public Comment:
- 6) Consent Agenda:
  - a) **Minutes: Town Council Regular Meeting, April 18, 2024**
- 7) Information Reports:
  - a) **Finance Report**
  - b) **Town Administrator Report**
  - c) Island Sheriff's Patrol Report
  - d) **Public Works Report**
- 8) Requests for Consideration by Staff:
  - a) Concrete and Grading @ Public Works Shop
- 9) Requests for Consideration by Council: None

10) Committee Reports:

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

11) Proclamations and Resolutions:

- a) National Safe Boating Week Proclamation

12) Ordinances up for First Reading:

- Ordinance #2024-03: An Ordinance Adopting the Fiscal Year 2024-2024 Town of James Island Annual Budget
- Ordinance #2024-04: An Ordinance Amending the Town of James Island Zoning and Land Development Regulations Ordinance, Number 2013-07: (Exhibit A): General Provisions – Grand Tree Definition, Section 153.013; Subdivisions – Tree Preservation, Section 153.309; and Development Standards – Tree Protection, Section 153.334

13) Ordinances up for Second/Final Reading: None

14) Old Business:

- a) Construction, Access and Maintenance Easement Agreement (*the "Monument"*)

15) New Business:

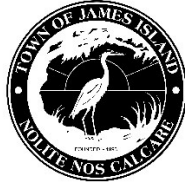
- 16) Executive Session: The Town Council may enter into an Executive Session in accordance with Code of Laws of South Carolina 30-4-70 (A)(2) regarding discussion of proposed contractual matters and proposed purchase of property. Upon returning to Open Session the Council may act on matters discussed in the Executive Session.

17) Return to Regular Session:

18) Announcements/Closing Comments:

19) Adjournment:

*Proclamation*  
*Recognizing Bonum S. Wilson for His Remarkable Service and Dedication*



*Whereas, Bo Wilson has been a steadfast pillar of legal wisdom, tirelessly serving the residents, during his tenure as Litigation Attorney, Attorney to Council, and the Board of Zoning Appeals; and*

*Whereas, Bo Wilson's unwavering commitment to public service has played an integral role in the growth, prosperity, and well-being of the Town; and*

*Whereas, Bo Wilson has made significant contributions to the Town and his legacy is one of integrity, distinction, and service; and*

*Whereas, throughout Bo Wilson's distinguished career, he consistently showcased his legal acumen by navigating complex matters and providing sound advice in adherence to the law in every facet of Town government; and*

*Whereas, Bo Wilson's affinity for writing and editing has extended to every ordinance he has prepared, which is greatly appreciated by Town Council; and*

*Whereas, the Town Council and staff wish to extend their heartfelt gratitude to Bo Wilson for his many years of dedicated service.*

*Now, Therefore, I, Mayor Brook Lyon and the members of Town Council extends our deepest gratitude and appreciation to Bo Wilson in recognition of his remarkable 24 years of dedicated service to the Town of James Island.*

*Done this 16<sup>th</sup> Day of May, 2024*

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*Brook Lyon, Mayor*

*Attest*

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*Frances Simmons, Town Clerk*

*A Proclamation Recognizing  
Tracy Boyette*



*Whereas, the Town of James Island recognizes the dedicated service of Tracy Boyette; and*

*Whereas, Tracy has faithfully served in her duty as a mail carrier for James Island; and*

*Whereas, Tracy not only delivers mail but has come to know many of the residents; and*

*Whereas, Tracy went above and beyond the call of duty on April 16, 2024 by her diligent observation and concern for a resident she had not seen;*

*Now, Therefore, Be it Resolved this 16 May, 2024 that the Town of James Island recognizes Tracy Boyette for her commitment and extraordinary service to the people of our Town.*

*With great appreciation and respect, the Town of James Island wishes Tracy Boyette continued and abundant success for her heartfelt dedication and service to our community.*

*Enacted this the 16<sup>th</sup> day of May, 2024*

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*Brook Lyon  
Mayor*

*ATTEST*

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*Frances Simmons  
Town Clerk*

### Town of James Island

#### General Fund SUMMARY FY 2024-2025

REVENUES	Actual	Actual	Actual	Budgeted	Through March	EOY 2023-2024	Difference	Proposed Budget for 2024-2025
	2020-2021	2021-2022	2022-2023	2023-2024	75% 2023-2024	Estimate		
Operating Revenues	\$4,018,923	\$3,838,490	\$5,727,334	\$4,023,722	\$2,884,094	\$4,799,190	\$775,468	\$4,156,958
Transfer in from Funds	(\$676,675)	\$343,998	\$0	\$0	\$0	\$0	\$0	\$0
Transfer in from Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer in from ARPA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS:</b>	<b>\$3,342,248</b>	<b>\$4,182,488</b>	<b>\$5,727,334</b>	<b>\$4,023,722</b>	<b>\$2,884,094</b>	<b>\$4,799,190</b>	<b>\$775,468</b>	<b>\$4,156,958</b>

EXPENDITURES	Actual	Actual	Actual	Budgeted	Through Feb	EOY 2023-2024	Difference	Proposed Budget for 2024-2025
	2020-2021	2021-2022	2022-2023	2023-2024	67% 2023-2024	Estimate		
Administration	\$654,301	\$669,343	\$774,880	\$792,085	\$642,657	\$852,821	\$60,736	\$837,029
Elected Officials	\$104,412	\$110,964	\$114,155	\$134,778	\$95,225	\$119,981	(\$14,797)	\$153,092
General Operations	\$453,547	\$388,626	\$462,935	\$846,743	\$487,371	\$609,214	(\$237,529)	\$669,000
Planning & Zoning	\$5,809	\$5,989	\$9,194	\$17,915	\$3,721	\$10,943	(\$6,973)	\$17,025
Building Services	\$1,911	\$24,809	\$58,541	\$6,100	\$17,627	\$23,079	\$16,979	\$32,900
Public Works	\$207,031	\$190,941	\$209,765	\$218,775	\$102,255	\$184,601	(\$34,174)	\$186,825
Island Sheriff's Patrol	\$351,616	\$320,285	\$369,754	\$404,066	\$229,168	\$341,526	(\$62,540)	\$466,778
Code and Safety	\$2,638	\$17,353	\$4,244	\$22,460	\$4,105	\$20,227	(\$2,233)	\$17,400
Parks and Recreation	\$22,159	\$33,073	\$19,022	\$33,500	\$17,856	\$33,500	\$0	\$34,800
Facilities & Equipment	\$192,617	\$218,329	\$219,609	\$242,300	\$145,645	\$229,454	(\$12,846)	\$245,500
Community Services	\$72,020	\$50,716	\$74,167	\$119,000	\$33,395	\$116,500	(\$2,500)	\$134,300
JIPSD	\$905,000	\$1,069,000	\$1,269,996	\$1,285,000	\$963,000	\$1,285,000	\$0	\$1,361,000
Transfer Out to Capital	\$367,013	\$392,890	\$0	\$0	\$0	\$1,000,000	\$0	\$0
<b>TOTALS:</b>	<b>\$3,340,074</b>	<b>\$3,492,318</b>	<b>\$3,586,262</b>	<b>\$4,122,722</b>	<b>\$2,742,025</b>	<b>\$4,826,846</b>	<b>(\$295,877)</b>	<b>\$4,155,649</b>

REVENUES LESS EXPENSES:                    \$2,174                    \$690,170                    \$2,141,072                    (\$99,000)                    \$142,069                    (\$27,656)                    \$1,071,345                    \$1,309

<b>Fund Balances (Beginning 2023-2024)</b>		<b>Through Mar 2024</b>	<b>Est. EOY 2023-2024</b>	<b>Proposed Budget Impact on Balances</b>
General Fund (unrestricted):	\$2,938,033	\$3,080,102	\$2,910,378	\$1,309
Reserve Fund (about 4 months of operating expenses):	\$1,328,484	\$1,328,484	\$1,328,484	\$0
Tree Fund (we restrict):	\$80,488	\$57,238	40,631	(700)
Stormwater Fund:	\$624,573	\$566,432	\$566,432	63,000
Accommodations Tax Fund:	\$41,482	\$41,482	-	
Hospitality Tax Fund:	\$2,279,174	\$2,383,130	\$1,634,586	
American Rescue Plan:	\$2,650,915	\$1,152,610	\$0	\$0
	<u>\$9,943,149</u>	<u>\$8,609,478</u>	<u>\$6,480,510</u>	<u>\$63,609</u>

# Town of James Island

## Revenue Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		Difference	Proposed Budget for 2024-2025
						75% 2023-2024	EOY 2023-2024 Estimate		
?	Accomodation Tax Share to GF	\$51,653	\$77,485	\$51,495		\$914	\$914	\$914	27,500
?	Brokers and Insurance Tax	\$789,119	\$801,598	\$775,187	\$801,600	\$123,036	\$801,600	\$0	\$760,000
?	Building Permit Fees	\$16,609	\$15,529	\$27,279	\$327,812	\$11,245	\$14,056	(\$313,756)	\$25,000
?	Business License Fees	\$399,876	\$384,411	\$499,280	\$360,000	\$202,816	\$360,000	\$0	\$480,000
?	Donations	\$50	\$120	\$0	\$0	\$0	\$0	\$0	\$0
?	Grants (PARD's, RIA \$1 mil)	\$32,854	\$69,718	\$1,854,631	\$11,000	\$1,000,000	\$1,010,857	\$999,857	\$17,192
?	Filing Fees	\$0	\$0	\$0	\$760	\$1,780	\$1,780	\$1,020	\$500
?	Franchise Fees	\$334,677	\$320,182	\$303,094	\$309,000	\$221,821	\$319,015	\$10,015	\$320,000
?	Interest	\$459	\$437	\$2,939	\$1,500	\$47,310	\$80,000	\$78,500	\$185,000
?	Alcohol Licenses	\$14,280	\$12,000	\$6,000	\$10,000	\$0	\$0	(\$10,000)	\$6,000
?	Local Assessment Fee	\$988	\$3,571	\$5,656	\$2,500	\$2,781	\$2,781	\$281	\$2,700
?	LOST Property Credit Fund	\$1,194,860	\$1,225,380	\$1,286,714	\$1,284,000	\$764,046	\$1,285,000	\$1,000	\$1,360,000
?	LOST Revenue Fund	\$485,800	\$524,734	\$550,542	\$547,000	\$332,638	\$547,000	\$0	\$580,000
?	Miscellaneous Income	\$334,146	\$26,741	\$371	\$0	\$54	\$54	\$54	\$100
?	Planning & Zoning Fees	\$14,442	\$16,162	\$15,275	\$15,000	\$11,227	\$14,034	(\$966)	\$16,200
?	State Aid to Subdivisions (LGF)	\$278,464	\$263,279	\$275,661	\$272,350	\$142,982	\$285,964	\$13,614	\$300,266
?	Telecomm Tax	\$17,095	\$12,901	\$11,857	\$17,000	\$10,936	\$14,000	(\$3,000)	\$16,000
?	Homestead Exemption Receipts	\$50,061	\$69,718	\$46,792	\$50,000	\$0	\$50,000	\$0	\$46,000
?	Facility Rentals	\$3,490	\$6,824	\$6,361	\$6,000	\$5,608	\$7,010	\$1,010	\$7,500
?	Stormwater Plan Review Fees	\$0	\$7,700	\$8,200	\$8,200	\$4,900	\$6,125	(\$2,075)	\$7,000
?	Tree Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
?	Property Tax (17.9 mils) Transfers	\$1,296,230	\$1,296,230	\$0	\$1,436,560	\$0	\$1,436,560	\$0	\$1,574,566
		\$5,315,153	\$5,134,720	\$5,727,334	\$5,460,282	\$2,884,094	\$6,236,750	\$776,468	\$5,731,524
	Property Tax Rollback Credit	(\$1,194,860)	(\$1,225,380)	\$0	(\$1,284,000)	(\$1,284,000)	(\$1,285,000)	(\$1,000)	(\$1,360,000)
	Property Tax Credit from Revenue	(\$101,370)	(\$70,850)	\$0	(\$152,560)	(\$152,560)	(\$152,560)	\$0	(\$214,566)
		(\$1,296,230)	(\$1,296,230)	\$0	(\$1,436,560)	(\$1,436,560)	(\$1,437,560)	(\$1,000)	(\$1,574,566)
	TOTALS:	\$4,018,923	\$3,838,490	\$5,727,334	\$4,023,722	\$1,447,534	\$4,799,190	\$775,468	\$4,156,958

# Town of James Island

## Administration Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Difference	Proposed Budget for 2024-2025
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	Salaries	\$284,379	\$316,254	\$345,661	\$343,261	\$238,887	\$344,047	\$786	\$353,000
?	Benefits, Taxes & Fees	\$173,952	\$129,645	\$144,205	\$142,724	\$100,646	\$144,367	\$1,643	\$155,500
?	Advertising	\$2,855	\$1,816	\$3,051	\$3,500	\$1,857	\$3,500	\$0	\$3,500
?	Audit	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$0	\$13,500
?	Bank charges	\$617	\$1,533	\$1,679	\$2,000	\$115	\$144	(\$1,856)	\$300
?	Bank charges - CC					\$1,469	\$1,836	\$1,836	\$1,500
?	Bank charges - Payroll Exp		\$6,060	\$5,067	\$6,000	\$4,506	\$5,633	(\$368)	\$6,000
?	Copier	\$4,968	\$5,562	\$4,225	\$4,500	\$2,635	\$4,500	\$0	\$4,500
?	Dues and Subscriptions	\$160	\$120	\$305	\$1,500	\$340	\$425	(\$1,075)	\$1,000
?	Election Expenses		\$0		\$8,500	\$10,676	\$10,676	\$2,176	\$0
?	Employee Appreciation	\$578	\$1,220	\$465	\$800	\$878	\$900	\$100	\$2,800
?	Employee Screening			\$971		\$148	\$224	\$224	\$149
?	Employee Training & Wellness	\$3,105	\$3,510	\$5,608	\$5,800	\$4,625	\$5,800	\$0	\$5,600
?	Equipment, Software, Maintenance			\$23,568				\$0	\$400
?	Information Services	\$49,030	\$69,327	\$54,486	\$95,000	\$63,049	\$78,811	(\$16,189)	\$116,680
?	Insurance	\$40,838	\$48,162	\$67,518	\$54,500	\$66,868	\$83,585	\$29,085	\$70,000
?	Legal & Professional Services	\$51,857	\$41,490	\$86,998	\$80,000	\$44,438	\$55,548	(\$24,453)	\$75,000
?	Legal Settlement					\$75,745	\$75,745	\$75,745	\$0
?	Grant Writing Services	\$5,459	\$8,560	\$2,310	\$8,400		\$8,400	\$0	\$4,000
?	MASC Membership	\$5,341	\$5,347	\$5,347	\$5,800	\$5,347	\$5,347	(\$453)	\$5,400
?	Mileage Reimbursement	\$338	\$316	\$364	\$800	\$44	\$150	(\$650)	\$800
?	Mobile Devices	\$2,340	\$1,954	\$1,289	\$1,500	\$1,026	\$1,283	(\$218)	\$1,500
?	Postage	\$5,076	\$6,060	\$2,334	\$6,800	\$1,630	\$2,038	(\$4,763)	\$7,000
?	Supplies	\$7,331	\$4,512	\$5,490	\$5,200	\$3,760	\$5,200	\$0	\$5,500
?	Town Codification	\$2,350	\$4,168	\$1,371	\$1,000	\$131	\$164	(\$836)	\$1,000
?	Training and Travel	\$1,227	\$1,227	\$68	\$2,000	\$1,337	\$2,000	\$0	\$2,400
		\$654,301	\$669,343	\$774,880	\$792,085	\$642,657	\$852,821	\$60,736	\$837,029

# Town of James Island

## Elected Officials Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Salaries	\$50,000	\$50,884	\$49,982	\$61,250	\$43,077	\$53,846	(\$7,404)	\$70,000
?	Benefits, Taxes & Fees	\$53,382	\$58,850	\$61,180	\$70,528	\$50,508	\$63,135	(\$7,393)	\$80,092
?	Mayor Expense	\$420	\$690	\$841	\$1,000	\$562	\$1,000	\$0	\$1,000
?	Council Expenses	\$200	\$71	\$2,000	\$2,000	\$1,078	\$2,000	\$0	\$2,000
?	Mobile Devices	\$410	\$469	\$152			\$0	\$0	
		\$104,412	\$110,964	\$114,155	\$134,778	\$95,225	\$119,981	(\$14,797)	\$153,092

## General Operations Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Salaries	\$335,711	\$281,367	\$333,502	\$594,102	\$350,912	\$438,640	(\$155,462)	\$478,000
?	Benefits, Taxes & Fees	\$117,836	\$107,259	\$129,433	\$252,641	\$136,459	\$170,574	(\$82,067)	\$191,000
		\$453,547	\$388,626	\$462,935	\$846,743	\$487,371	\$609,214	(\$237,529)	\$669,000



# Town of James Island

## Public Works (STORMWATER OPERATIONS) Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Proposed Budget for 2024-2025	
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	Dues and Subscriptions	\$218	\$238	\$353	\$725	\$468	\$725	\$0	\$725
?	Mobile Devices	\$981	\$621	\$39	\$1,100	\$0	\$0	(\$1,100)	\$0
?	Emergency Management	\$9,744	\$9,287	\$49,329	\$26,000	\$10,357	\$9,000	(\$17,000)	\$20,000
?	Groundskeeping	\$73,937	\$66,810	\$63,147	\$70,000	\$40,005	\$70,000	\$0	\$45,000
?	Tree Maintenance and Care		\$1,355	\$8,110	\$10,000	\$360	\$10,000	\$0	\$10,000
?	Mileage Reimbursement		\$23	\$0	\$300	\$0	\$300	\$0	\$100
?	Public Outreach		\$20	\$0	\$250	\$0	\$250	\$0	\$300
?	Projects	\$65,579	\$80,023	\$50,961	\$50,000	\$18,305	\$50,000	\$0	\$68,000
?	Signage		\$2,070	\$2,467	\$4,000	\$2,644	\$2,500	(\$1,500)	\$4,000
?	Stormwater expenses					\$576	\$576	\$576	\$0
?	Supplies	\$4,466	\$2,771	\$7,383	\$8,000	\$4,191	\$8,000	\$0	\$6,000
?	Asset Management	\$51,585	\$26,569	\$26,024	\$45,000	\$25,349	\$30,000	(\$15,000)	\$30,000
?	Training and Travel	\$295	\$815	\$1,105	\$2,500	\$0	\$2,500	\$0	\$1,500
?	Uniform / PPE	\$226	\$339	\$847	\$900	\$0	\$750	(\$150)	\$1,200
		\$207,031	\$190,941	\$209,765	\$218,775	\$102,255	\$184,601	(\$34,174)	\$186,825

## Codes and Safety Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Proposed Budget for 2024-2025	
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	Memberships/Dues				\$250	\$0	\$250	\$0	\$250
?	Crime Watch Materials		\$273		\$250	\$0	\$0	(\$250)	\$200
?	Equipment			\$960	\$1,960	\$960	\$1,960	\$0	\$1,000
?	Mileage Reimbursement				\$100	\$0	\$100	\$0	\$0
?	Mobile Devices	\$414	\$322		\$700	\$0	\$0	(\$700)	\$0
?	Animal Control		\$3,000		\$3,000	\$0	\$3,000	\$0	\$2,500
?	Overgrown Lot Clearing				\$2,000	\$725	\$725	(\$1,275)	\$750
?	Radio Contract	\$1,368	\$1,368	\$3,192	\$3,200	\$2,394	\$3,192	(\$8)	\$3,200
?	Supplies	\$856	\$940	\$37	\$250	\$26	\$250	\$0	\$250
?	Training				\$500	\$0	\$500	\$0	\$800
?	Uniform / PPE			\$55	\$250	\$0	\$250	\$0	\$250
?	Unsafe Buildings Demolition		\$11,450		\$10,000	\$0	\$10,000	\$0	\$8,000
?	Inoperable Vehicle Towing				\$0	\$0	\$0	\$0	\$200
		\$2,638	\$17,353	\$4,244	\$22,460	\$4,105	\$20,227	(\$2,233)	\$17,400

# Town of James Island

## Planning and Zoning Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Difference	Proposed Budget for 2024-2025
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	Advertising	\$230	\$809	\$838	\$1,500	\$202	\$1,500	\$0	\$1,500
?	Mobile Devices	\$670	\$24	\$0		\$0	\$0	\$0	\$0
?	Dues and Subscriptions	\$267	\$59	\$0	\$715	\$125	\$715	\$0	\$725
?	Mileage Reimbursement	\$0	\$0	\$0	\$200	\$0	\$200	\$0	\$200
?	Equipment / Software	\$365	\$2,412	\$4,558	\$5,500	\$1,594	\$5,500	\$0	\$4,500
?	Supplies	\$190	\$190	\$332	\$500	\$147	\$500	\$0	\$400
?	Training and Travel	\$90	\$90	\$740	\$1,000	\$431	\$1,000	\$0	\$1,600
?	Uniform / PPE	\$0	\$0	\$0	\$500	\$0	\$0	(\$500)	\$500
?	Planning Commission	\$1,362	\$750	\$450	\$4,000	\$1,012	\$1,265	(\$2,735)	\$3,800
?	Board of Zoning Appeals	\$2,635	\$1,655	\$2,276	\$4,000	\$210	\$263	(\$3,738)	\$3,800
		\$5,809	\$5,989	\$9,194	\$17,915	\$3,721	\$10,943	(\$6,973)	\$17,025

## Building Inspections Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Difference	Proposed Budget for 2024-2025
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	County Contract		\$24,629	\$58,541		\$17,128	\$21,410	\$21,410	\$30,000
?	Mobile Devices	\$660	\$180		\$600			(\$600)	\$600
?	Dues and Subscriptions	\$462			\$1,000	\$180	\$600	(\$400)	\$800
?	Equipment/Software				\$1,500			(\$1,500)	\$300
?	Mileage Reimbursement	\$69			\$500			(\$500)	\$0
?	Supplies	\$65			\$600	\$219	\$219	(\$381)	\$300
?	Travel and Training	\$655			\$1,400	\$100	\$600	(\$800)	\$500
?	Uniform / PPE				\$250			(\$250)	\$200
?	Community Outreach				\$250		\$250	\$0	\$200
		\$1,911	\$24,809	\$58,541	\$6,100	\$17,627	\$23,079	\$16,979	\$32,900

# Town of James Island

## Parks & Recreation Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Dock Street Park M & O		\$7,500					\$0	\$1,000
?	Pinckney Park M & O			\$27				\$0	\$1,000
?	Other Park Maintenance	\$7,444	\$12,309	\$9,086	\$12,500	\$14,413	\$12,500	\$0	\$18,000
?	Special Events	\$1,490	\$939	\$1,994	\$5,000	\$1,677	\$5,000	\$0	\$2,000
?	Youth Sports Program	\$13,225	\$12,325	\$7,915	\$16,000	\$1,766	\$16,000	\$0	\$12,000
		\$22,159	\$33,073	\$19,022	\$33,500	\$17,856	\$33,500	\$0	\$34,800

## Facilities & Equipment Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Equipment/Furniture	\$3,659	\$137	\$1,399	\$5,000	\$1,673	\$5,000	\$0	\$4,000
?	Facilities Maintenance	\$6,198	\$6,444	\$17,286	\$19,800	\$7,071	\$19,800	\$0	\$16,000
?	Generator Maint.		\$3,384	\$1,846	\$2,000	\$1,911	\$2,000	\$0	\$2,000
?	Janitorial	\$7,118	\$9,359	\$14,850	\$12,000	\$10,800	\$13,500	\$1,500	\$13,000
?	Security Monitoring	\$2,112	\$4,160	\$1,151	\$1,500	\$858	\$1,073	(\$428)	\$1,500
?	Street Lights	\$134,802	\$152,868	\$148,403	\$155,000	\$102,142	\$155,000	\$0	\$155,000
?	Utilities	\$32,324	\$34,555	\$28,366	\$35,000	\$16,865	\$21,081	(\$13,919)	\$42,000
?	Vehicle Maint.Expense	\$6,404	\$7,422	\$6,308	\$12,000	\$4,325	\$12,000	\$0	\$12,000
		\$192,617	\$218,329	\$219,609	\$242,300	\$145,645	\$229,454	(\$12,846)	\$245,500

# Town of James Island

## Island Sheriff's Patrol Budget FY 2024-2025

25% to Hospitality

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	ISP Salary	\$244,096	\$183,349	\$225,982	\$186,814	\$156,345	\$195,431	\$8,617	\$270,967	
?	ISP Benefits, Taxes & Fees	\$65,709	\$50,752	\$64,326	\$52,102	\$44,952	\$56,190	\$4,088	\$78,282	
?	ISP Programs & Supplies	\$13,483	\$15,597	\$14,129	\$17,250	\$7,924	\$9,905	(\$7,345)	\$16,650	
?	ISP - Other Security							\$0	\$14,625	
?	ISP - Dedicated Officer Annual Expense	\$28,328	\$70,587	\$65,317	\$147,900	\$19,947	\$80,000	(\$67,900)	\$86,254	
		\$351,616	\$320,285	\$369,754	\$404,066	\$229,168	\$341,526	(\$62,540)	\$466,778	

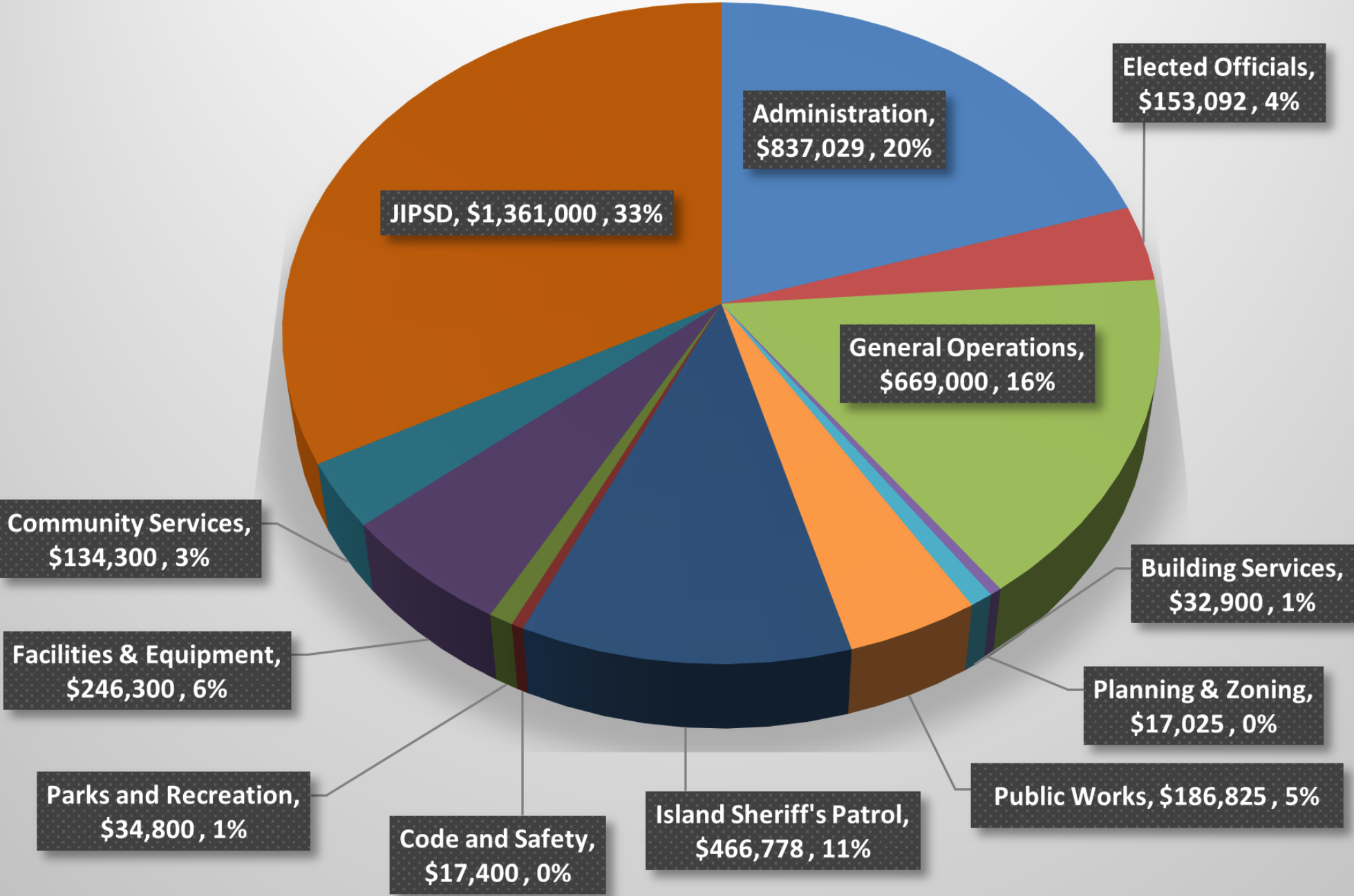
## Community Services Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	Repair Care Program	\$37,799	\$13,300	\$25,137	\$35,000	\$0	\$35,000	\$0	\$40,000	
?	Drainage Council				\$500	\$0	\$500	\$0	\$500	
?	History Council	\$4,344	\$1,884	\$1,565	\$5,000	\$296	\$2,500	(\$2,500)	\$17,000	
?	Neighborhood Council	\$810	\$45	\$2,775	\$3,000	\$1,194	\$3,000	\$0	\$2,800	
?	Business Development Council	\$31			\$500	\$0	\$500	\$0	\$500	
?	James Island Pride	\$1,656	\$1,902	\$2,688	\$3,500	\$298	\$3,500	\$0	\$5,000	
?	Helping Hands	\$340	\$518	\$247	\$500	\$292	\$500	\$0	\$1,500	
?	Tree Council	\$3,290	\$2,067		\$3,500	\$215	\$3,500	\$0	\$5,000	
?	Community Tutoring Programs			\$9,850	\$12,500	\$0	\$12,500	\$0	\$12,000	
?	Community Service Contributions	\$23,750	\$31,000	\$31,905	\$55,000	\$31,100	\$55,000	\$0	\$50,000	
		\$72,020	\$50,716	\$74,167	\$119,000	\$33,395	\$116,500	(\$2,500)	\$134,300	

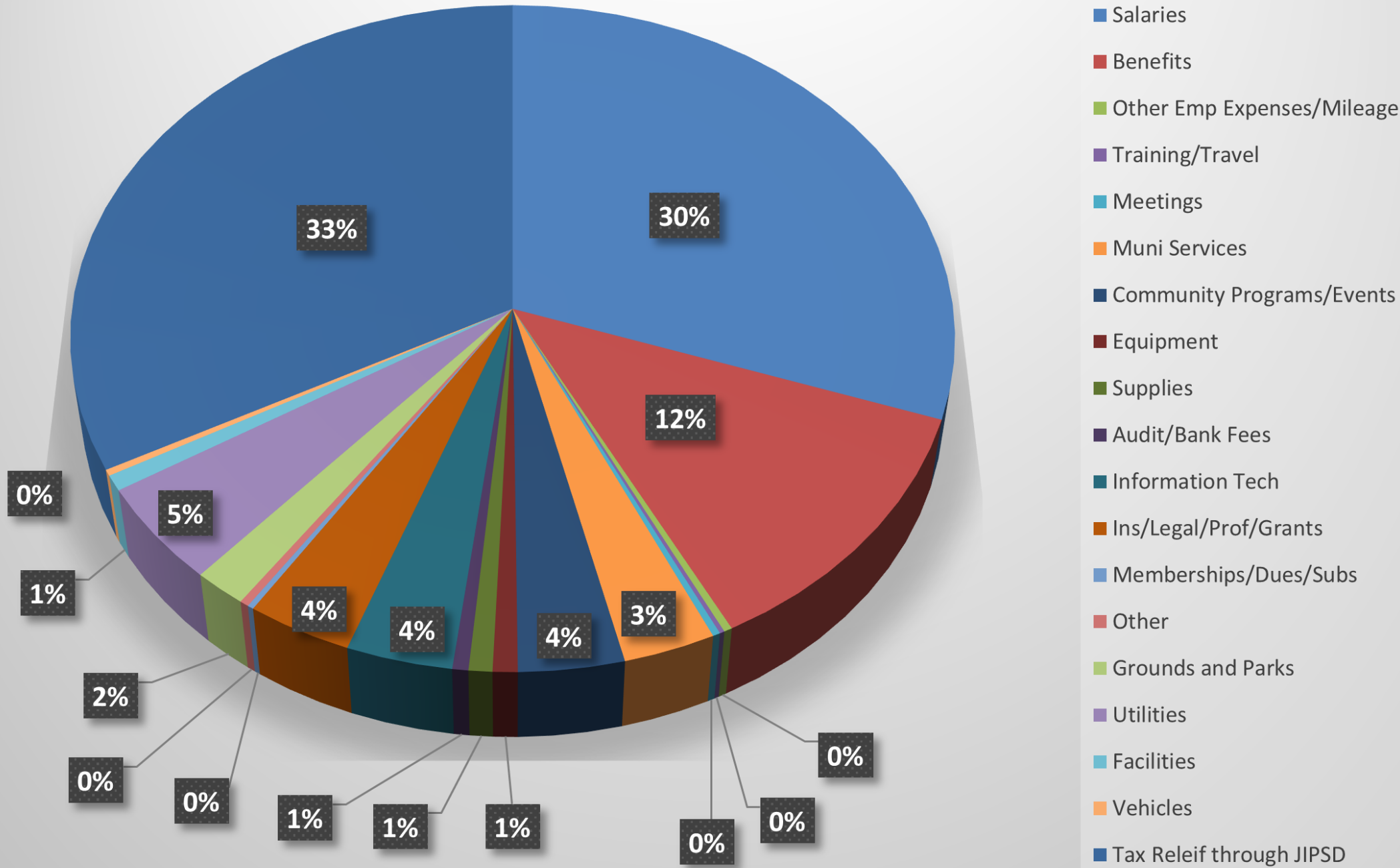
## Jl Public Safety District Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	Tax Relief	\$900,000	\$1,068,000	\$1,269,996	\$1,284,000	\$963,000	\$1,284,000	\$0	\$1,360,000	
?	Admin Expense						\$0	\$0	\$0	
	Auditor Expense	\$5,000	\$1,000		\$1,000	\$0	\$1,000	\$0	\$1,000	
		\$905,000	\$1,069,000	\$1,269,996	\$1,285,000	\$963,000	\$1,285,000	\$0	\$1,361,000	

# 2024-2025 Budgeted Department Expenses



# 2024-2025 Budgeted Expense Types



# Town of James Island

## Capital Projects Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March				Proposed Budget for 2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Total 5-Year CIP
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate	Difference							
<b>INFRASTRUCTURE</b>															
	1129 Hillman			\$268,182		\$0		\$0							\$0
	Hillman Street Property			\$226,998		\$0		\$0							\$0
	Dills Bluff Sidewalk, Phase III - Seaside to Winborn	\$23,897	\$27,056	\$30,906		\$5,057	\$5,057	(\$5,057)							\$0
	Dills Bluff Sidewalk, Phase IV - Winborn to HBVR				\$250,000	\$953	\$953	\$249,047	\$100,000	\$100,000	\$700,000	\$200,000			\$1,000,000
	Lighthouse Point Sidewalk and Drainage, Phase I		\$55,000			\$0		\$0							\$0
	Regatta Road Sidewalk	\$30,668	\$2,393	\$2,501	\$9,000	\$0	\$9,000	\$0	\$125,000						\$0
	Seaside Lane Sidewalk					\$566	\$566	(\$566)							\$0
	Town Hall - Second Floor				\$45,000	\$0	\$0	\$45,000		\$50,000					\$50,000
	Town Hall Sidewalk Completion to Camp	\$32,885	\$32,885			\$0		\$0							\$0
	Traffic Calming Projects	\$105,937	\$142	\$16,788	\$75,000	\$82,404	\$82,404	(\$7,404)	\$30,000	\$30,000	\$50,000	\$50,000	\$50,000	\$50,000	\$230,000
	Camp Road Sidewalk Completion at Oyster Point	\$27,000	\$27,000			\$0		\$0							\$0
	Nabors Phase I		\$18,100	\$7,400		\$0		\$0	\$20,000	\$80,000	\$135,000				\$215,000
	Honey Hill Road Paving					\$0		\$0	\$58,800						\$0
	Undergrounding Power Lines					\$0		\$0							\$0
	Town Hall Solar Panels		\$31,785	\$52,975		\$0		\$0							\$0
	Other Capital Improvement Projects	\$50,000				\$0		\$0		\$10,000	\$20,000	\$50,000	\$50,000	\$50,000	\$180,000
	RIA Sewer Project (Connections)					\$0	\$0	\$0		\$1,000,000					\$1,000,000
	Additional Sewer Connections					\$0	\$0	\$0		\$500,000					\$500,000
	Septic Tank Testing		\$2,400	\$36,350	\$110,000	\$14,450	\$14,450	\$95,550	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
	James Island Creek Sewer Infrastructure Match	\$50,000	\$50,000		\$444,000	\$0	\$0	\$444,000		\$444,000					\$444,000
	<b>TOTAL Infrastructure:</b>	<b>\$320,387</b>	<b>\$246,761</b>	<b>\$642,100</b>	<b>\$933,000</b>	<b>\$103,430</b>	<b>\$112,430</b>	<b>\$820,570</b>	<b>\$343,800</b>	<b>\$2,219,000</b>	<b>\$910,000</b>	<b>\$305,000</b>	<b>\$105,000</b>	<b>\$105,000</b>	<b>\$3,144,000</b>
<b>DRAINAGE PROJECTS</b>															
	Lighthouse Point Sidewalk and Drainage, Phase I		\$55,000	\$55,000		\$0		\$0							\$0
	Greenhill / Honey Hill Drainage Phase I-II	\$57,817	\$63,083	\$7,044	\$280,000	\$242,645	\$280,000	\$0							\$0
	Greenhill / Honey Hill Drainage Easements					\$0		\$0							\$0
	Oceanview-Stonepost Drainage Basin, Phases I-II	\$63,500	\$25,966	\$120,016	\$808,000	\$407,796	\$808,000	\$0							\$0
	Woodhaven Drainage Improvements	\$10,100	\$26,200		\$700,000	\$10,500	\$700,000	\$0							\$0
	Quail Run Drainage Improvements		\$22,275		\$735,000	\$738,487	\$738,487	(\$3,487)	\$5,000						\$0
	Hazard Mitigation Project	\$197,933	\$339			\$0		\$0							\$0
	Santee St. Drainage Improvements					\$0		\$0							\$0
	James Island Creek Basin Drainage Improvements	\$32,000	\$109			\$0		\$0	\$15,000	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000	\$115,000
	Drainage Outflow Valve Devices					\$0		\$0		\$10,000	\$20,000				\$30,000
	Highland Ave Drainage Improvements	\$159,750	\$159,750			\$0		\$0							\$0
	Island-Wide Drainage Study					\$0		\$0							\$0
	Drainage Improvement Projects	\$67,173		\$44,253	\$25,000	\$13,935	\$25,000	\$0	\$15,000	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000	\$115,000
	<b>TOTAL Drainage:</b>	<b>\$588,273</b>	<b>\$352,722</b>	<b>\$226,313</b>	<b>\$2,548,000</b>	<b>\$1,413,363</b>	<b>\$2,551,487</b>	<b>(\$3,487)</b>	<b>\$35,000</b>	<b>\$40,000</b>	<b>\$70,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$260,000</b>
<b>CAPITAL EQUIPMENT</b>															
	ISP - Dedicated Officer Initial Expense	\$75,741			\$66,300	\$0	\$0	\$66,300							\$0
	License Plate Recognition Camera - HBVR		\$27,186			\$0		\$0							\$0
	License Plat Recognition Camera					\$0		\$0							\$0
	Security Upgrades					\$0		\$0							\$0
	Public Works Equipment	\$45,028	\$15,328	\$50,259	\$10,000	\$8,915	\$10,000	\$0	\$1,000	\$1,000	\$5,000	\$5,000	\$5,000	\$5,000	\$21,000
	Audio Visual Upgrades			\$13,015	\$68,699	\$56,115	\$68,699	\$0	\$1,000	\$1,000	\$5,000	\$5,000	\$5,000	\$5,000	\$21,000
	<b>TOTAL Equipment:</b>	<b>\$120,769</b>	<b>\$42,514</b>	<b>\$63,274</b>	<b>\$144,999</b>	<b>\$65,030</b>	<b>\$78,699</b>	<b>\$66,300</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$42,000</b>
<b>PARKS AND RECREATION</b>															
	Dock Street Park Improvements		\$7,500	\$533	\$59,000	\$24,525	\$59,000	\$0	\$310,000	\$120,000	\$200,000				\$320,000
	Pinckney Park Improvements	\$50,880	\$14,339			\$0		\$0	\$10,000	\$10,000	\$20,000				\$30,000
	Brantley Park Improvements					\$0		\$0							\$0
	Park Acquisitions					\$0		\$0	\$200,000	\$200,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,200,000
	Park Projects					\$0		\$0							\$0
	Park and Rec Improvements					\$0		\$0							\$0
	<b>TOTAL Parks and Recreation:</b>	<b>\$50,880</b>	<b>\$21,839</b>	<b>\$533</b>	<b>\$59,000</b>	<b>\$24,525</b>	<b>\$59,000</b>	<b>\$0</b>	<b>\$520,000</b>	<b>\$330,000</b>	<b>\$470,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$1,550,000</b>
	<b>TOTAL CAPITAL PROJECTS:</b>	<b>\$1,080,309</b>	<b>\$663,836</b>	<b>\$932,220</b>	<b>\$3,684,999</b>	<b>\$1,606,348</b>	<b>\$2,801,616</b>	<b>\$883,383</b>	<b>\$900,800</b>	<b>\$2,591,000</b>	<b>\$1,460,000</b>	<b>\$615,000</b>	<b>\$415,000</b>	<b>\$415,000</b>	<b>\$4,996,000</b>

**Town of James Island**

Hospitality Tax Capital Projects FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Proposed Budget for 2024-2025						Total 5-Year CIP		
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		Difference	2025-2026	2026-2027	2027-2028	2028-2029		2029-2030	
	Bus Shelters/Bench on Folly Road				\$25,000	\$0		\$25,000								\$0
	Wayfinding Signage			\$3,800		\$0		\$0								\$0
	Camp and Folly -- Signage/Flags				\$35,000	\$0		\$35,000								\$0
	Camp / Folly Landscaping		\$30,000			\$0		\$0								\$0
	Streetscape Lighting at Camp / Dills Bluff					\$0		\$0								\$0
	Rethink Folly Road - Phase I		\$28		\$400,000	\$0	\$400,000	\$0	\$400,000							\$0
	ISP Dedicated Officer Initial Expense				\$22,100	\$0	\$0	\$22,100								\$0
	Rethink Folly Road - Phase II-III					\$0	\$0	\$0	\$30,000							\$0
	Folly Road Beautification	\$950	\$1,657		\$10,000	\$2,500	\$10,000	\$0	\$10,000							\$0
	Pinckney Park	\$418	\$418			\$0		\$0	\$12,500							\$0
	Brantley Park	\$2,080	\$113,027	\$13,033	\$100,000	\$15,425	\$15,425	\$84,575								\$0
	James Island Arts and Cultural Center	\$238,095	\$122,789	\$13,839	\$150,000	\$3,598	\$150,000	\$0	\$150,000							\$0
	James Island Arts and Cultural Center Solar Panels		\$24,446	\$54,629		\$0		\$0								\$0
	1248 Camp Center - Civil & Landscape					\$0		\$0								\$0
	Holiday Lights		\$1,042	\$13,699	\$2,000	\$0	\$2,000	\$0	\$2,000							\$0
	Intersection Improvements at Camp / Dills Bluff					\$0		\$0								\$0
	Other Tourism-Related Projects				\$50,000	\$2,000	\$50,000	\$0	\$50,000							\$0
	Undergrounding Power Lines -Folly Road					\$0		\$0								\$0
	Folly Road Multi-Use Path, Wilton to Ft. Johnson				\$42,000	\$0		\$42,000	\$42,000							\$0
	Park Projects					\$0		\$0	\$100,000							\$0
	Historic Fort Johnson				\$100,000	\$0		\$100,000								\$0
	<b>TOTAL:</b>	\$241,543	\$293,407	\$99,000	\$936,100	\$23,523	\$627,425	\$308,675	\$856,500	\$0	\$0	\$0	\$0	\$0		\$0

**Transfers In:**

Hospitality Tax Fund: \$339,993 \$339,993





# Town of James Island

## Hospitality Tax Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
	<b>Hospitality Tax Revenue</b>	<b>\$536,228</b>	<b>\$700,953</b>	<b>\$673,442</b>	<b>\$680,000</b>	<b>\$436,419</b>	<b>\$680,000</b>	<b>\$0</b>	<b>\$690,000</b>
	<b>Hospitality Expenses</b>								
?	The Town Market	\$300	\$169	\$1,669	\$2,000	\$676	\$4,000	\$2,000	\$6,000
?	Guide to Historic James Island			\$4,523	\$5,000			(\$5,000)	\$1,000
?	ReThink Folly Rd - Staff Cost-Sharing	\$22,417	\$31,149	\$18,009	\$20,000	\$71	\$20,000	\$0	\$18,000
?	Santee St. Public Parking Lot	\$29,377	\$29,400	\$30,600	\$34,400	\$31,800	\$34,400	\$0	\$34,000
?	James Island Arts & Cultural Center Operations	\$4,100	\$106,038	\$140,600	\$150,000	\$121,631	\$150,000	\$0	\$170,000
?	James Island Arts & Cultural Center Projects & Events				\$15,000	\$2,476	\$15,000	\$0	\$15,000
?	Promotional Grants	\$4,250	\$7,000	\$9,000	\$10,000	\$10,250	\$10,250	\$250	\$10,000
?	Public Safety of Tourism Areas		\$85,545	\$123,437	\$134,688	\$76,385	\$135,000	\$312	\$155,593
?	Camp and Folly Landscaping Maintenance		\$5,790	\$8,775	\$10,000	\$2,800	\$5,000	(\$5,000)	\$5,000
?	Community Events	\$4,985	\$4,091	\$3,111	\$5,000	\$5,939	\$5,939	\$939	\$6,000
?	Brantley Park Ops	\$2,050	\$800	\$1,700	\$2,400	\$3,263	\$3,263	\$863	\$2,400
?	Entrepreneur and Small Business Support			\$25,500					
	<b>TOTAL Expenses</b>	<b>\$67,479</b>	<b>\$269,982</b>	<b>\$366,924</b>	<b>\$388,488</b>	<b>\$255,291</b>	<b>\$382,852</b>	<b>(\$5,636)</b>	<b>\$422,993</b>
	<b>Current Surplus/Deficit</b>	<b>\$468,749</b>	<b>\$430,971</b>	<b>\$306,518</b>	<b>\$291,512</b>	<b>\$181,128</b>	<b>\$297,148</b>	<b>\$5,636</b>	<b>\$267,007</b>
?	Hospitality Tax Transfer Out to Capital	\$339,993	\$339,993	\$113,287	\$936,100			(\$936,100)	
?	Transfer (out from/ in to) Hospitality Fund Balance	(\$128,756)	(\$90,979)		(\$644,588)			\$644,588	
	<b>Total Hospitality Expenditures (Capital and Current)</b>	<b>\$407,472</b>	<b>\$609,975</b>	<b>\$480,211</b>	<b>\$1,324,588</b>	<b>\$255,291</b>	<b>\$382,852</b>	<b>(\$941,736)</b>	<b>\$422,993</b>
	<b>Hospitality Tax Fund Balance</b>								
	Initial Fund Balance	\$1,161,341	\$1,463,027	\$1,690,431	\$2,444,286	\$2,279,174	\$2,279,174		\$2,576,322
	End Fund Balance	\$1,290,097	\$1,690,431	\$2,279,174	\$1,799,968	\$2,460,302	\$2,576,322		\$2,843,329

	22/23 Actual	23/24 Budget	23/24 YTD	23/24 Estimate	24/25 DRAFT Budget	DIFFERENCE
<b>Tree Fund</b>						
Tree Mitigation Revenue	85,600	500			500	-
Tree Mitigation Expense	4,712	1,200	23,250	39,857	1,200	-
Change in Balance		(700)	(23,250)		(700)	-
Initial Balance		80,488	80,488	80,488	40,631	(39,857)
Ending Balance	80,488	79,788	57,238	40,631	39,931	(39,857)

DRAFT

	22/23 Actual	23/24 Budget	23/24 YTD	23/24 Estimate	24/25 DRAFT Budget	TOTALS
<b>American Rescue Plan</b>						
Revenue						
Expense		2,795,955	1,597,430	2,795,955	0	
Transfer Out to Capital Projects		2,795,955	1,597,430	2,795,955	0	
Change in Balance		2,795,955	1,198,525	0	0	
Initial Balance		2,795,955		2,795,955	0	
Ending Balance		0	1,198,525	0	0	

DRAFT

	22/23 Actual	23/24 Budget	23/24 YTD	23/24 Estimate	24/25 DRAFT Budget	DIFFERENCE
<b>Accomodations Tax Fund</b>						
Accomodations Tax Revenue		77,000	24,925	75,000	75,000	(2,000)
Local Accomodations Tax Revenue		1,500	914	2,000	2,000	500
						-
Accomodations Current Expense						-
						-
Promotional Grants (30%)		14,850		14,850	14,850	-
Tourism-Related Events (65%) (WAS COMMUNITY EVENTS)						-
Tourism-Related Advertising (65%)		34,650		34,650	76,050	41,400
						-
Local ATAX Expense				2,000	2,000	2,000
<b>TOTAL Current Expense</b>						-
<b>Current Surplus/Deficit</b>						-
						-
Accomodations Tax Transfer Out to GF (25k plus 5%)		25,000		27,500	27,500	2,500
						-
						-
Total Accomodations Expenditures (Capital and Current)						-
						-
<b>Accomodations</b>						-
Initial Fund Balance		41,400				(41,400)
End Fund Balance						-

	22/23 ACTUAL	23/24 BUDGET	23/24 ESTIMATE	24/25 BUDGET	Difference
<b>Stormwater</b>					
Stormwater Revenue		63,000		63,000	
Stormwater Expense					
Transfer Out to Capital Projects		0			
Change in Balance		63,000			
Initial Balance		530,190		566,432	
Ending Balance		593,190		629,432	

DRAFT

The Town of James Island held its regularly scheduled meeting on Thursday, April 18, 2024, at 7:00 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live-streamed on the Town's website at [www.jamesislandsc.us/livestream-townmeetings](http://www.jamesislandsc.us/livestream-townmeetings) and held in accordance with the SC Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Boles, Dodson, Mignano, Mullinax, and Mayor Lyon, who presided. Also, Michael Hemmer, Town Administrator, Keith LaDeaux, PW Coordinator/Project Manager, Lt. Shawn James, Island Sheriff's Patrol, Brian Quisenberry, Town Attorney, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Lyon called the meeting to order at 7:00 p.m. She asked those who wished to join in the prayer followed by the Pledge of Allegiance.

Presentation: Proclamation Honoring Senator George E. Campsen, III: Mayor Lyon recognized Senator George E. Campsen, III by reading a proclamation in his honor for his service to the Town of James Island and the James Island community. Senator Campsen was instrumental in securing state earmarked funds for the State of SC including the Town for fiscal years 2022-2023 and 2023-2024 to support the conversion of septic tanks to public sewer for approximately 199 properties adjacent to the James Island Creek. Mayor Lyon read the attached Proclamation into the record. Afterward a photo session was held.

Senator Campsen expressed his gratitude and appreciation commenting that he serves in the most beautiful District in South Carolina and James Island adds to that beauty. He recalled being instrumental in previous incorporations of the Town with Senator Glenn McConnel when the Town fought to control its own destiny and thanked the Mayor and Council. He announced that today the State Budget passed \$500,000 for Fiscal Year 2024-2025 sewer projects.

Public Comments: No one signed in to speak.

Consent Agenda:

Minutes of Town Council Budget Workshop, March 18, 2024

Minutes of Town Council Regular Meeting, March 21, 2024

Minutes of Town Council Special Meeting, April 8, 2024

A motion to approve the minutes under the Consent Agenda was made by Councilman Boles, seconded by Councilman Mullinax. Passed unanimously.

Information Reports:

Finance Report: Finance Officer, Merrell Roe, gave an overview of the March Budget Report and answered questions from Councilwoman Mignano regarding various line item expenditures. The March report was accepted as information.

Town Administrator Report: Town Administrator, Michael Hemmer provided an overview of the activities he accomplished during his first two-weeks as Administrator. Report accepted as information.

Review of 2024-2025 Annual Budget: Mr. Hemmer and Ms. Roe provided a summary of the 2024-2025 Annual Budget with the recommended changes. Mr. Hemmer reviewed proposed revenues, expenditures, and departmental budgets, capital projects, hospitality, American Rescue Plan funding, Accommodations Tax, and Stormwater. Questions and discussion were addressed by Mr. Hemmer. There was brief discussion about the Accommodations Tax and the committee that Councilman Dodson is forming. Councilman Dodson said he is working on membership for this seven person committee (representatives from accommodations, food and beverage, arts, lodging, hospitality). Mayor Lyon said she may have a member

for the committee. Mr. Hemmer informed Council that a Public Hearing and First Reading will be held at the May Town Council for the 2024-2025 Annual Budget. Councilwoman Mignano thanked staff for their hard work.

Island Sheriff's Patrol Report (ISP): Lt. James reported that no significant issues occurred between March 20 and April 3. He said school closes next month and the ISP is preparing for it. Lt. James gave an overview of offenses that occurred in the Town over the last month, including thefts, traffic and parking violations. Mayor Lyon thanked the Island Sheriff's Patrol for their hard work and dedication to the Town.

Public Works Report: Mayor Lyon reported that the Quail Run project is coming to a close. Bids will be sought for the townhomes that were undersigned for some time. The Hillman lot was unable to be cleaned on yesterday because the contractor was unable to get a dump truck to haul away the contents on the lot. She announced that Wendy Shelton, (Arts & Cultural Center) secured a Parks Grant to beautify the property.

Mayor Lyon said the Quail Run Project packaged with the Woodhaven Project has started and we have gotten some complaints. She, Keith LaDeaux, and Mike Hemmer were at the site with the engineer and contractors to discuss those concerns. She said with Keith's guidance and his site visits we will not have the issues that we have faced. She added that some work done caused water to be blocked in other areas. This has been addressed with the engineer and hopefully it has improved. The contractors for the Oceanview/Stone Post project has asked for two additional weeks extension because of rain and inclement weather. Staff is meeting with the engineers on Monday to follow-up to close in May. The rains last Thursday caused some problems with flooding and sewer backups on Chicory Way and Ft. Johnson. The rains caused backup in some residents' homes and yards. Mayor Lyon said she has reached out to PSD Commissioners individually and the Acting Manager, Tamara White, and she plans to reach out to Mike Saia, Charleston Water, to discuss problems with the lines. Commissioner Clifford has indicated that it may have to do with Plum Island. Charleston Water should be able to provide input into this. Mike Hemmer has prepared a Request for Proposals (RFP) to solicit private contractors to help with ditches and pipes. Mayor Lyon said this will help citizens that have had problems for a long time in getting these issues resolved.

Mayor Lyon announced the hire of Keith LaDeaux, Public Works Coordinator/Project Manager who started work on Monday. Keith has hit the ground running; everyone loves him as well as the citizens he has met.

Mayor Lyon introduced Keith LaDeaux who shared that he has been a contractor and a plumber's son since he was able to pick up a wrench and hammer. For the last 12 years he has been a manager with Boeing and debated whether to retire to have a work/life balance and when this opportunity came about he saw it as an opportunity to give back to his community. As far as the projects go, the contractors will probably get sick of him because you cannot run a project from the office so he will be on-site regularly to make it work for our citizens. Keith also shared that he was a groundskeeper for the Pittsburg Pirates having extensive knowledge in landscaping. He thanked Council for the opportunity and Mayor Lyon for hiring him but he works for the citizens and has an open door policy. Keith was welcomed by the Council.

Requests for Consideration by Staff: None.

Requests for Consideration by Council:

Repair Care Program: Roof Repair @1780 N. Mayflower Drive: Mayor Lyon made a request for the replacement of a roof at 1780 N. Mayflower Drive. Habitat repaired this roof approximately 6 years ago. Since that time, the roof needs to be repaired again. She said money is in the budget for this expense. This is the first application we have received this year and with Councilwoman Mignano's guidance of the Repair Care Program, we will have others. Robin Sanders handles the requests for both the Repair Care and Habitat Programs and we may have two other requests before the end of the fiscal year. A motion to approve the

expenditure of \$10,664.50 was made by Councilman Boles, seconded by Councilman Dodson. Councilwoman Mignano asked if the SC Home Grant Program was sought to assist with this repair and it was discussed that this year's application period had closed. Mayor Lyon indicated they had sought other funding to no avail.

Vote

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

Repairs to Peregrine Town Homes (landscaping damage from drainage project): Mayor Lyon brought forth three quotes for the repairs at the Peregrine Town Homes for landscaping. Quotes were received from: J. Evans Services, LLC, \$24,360; Sunshine Lawn Care, LLC, \$20,160; and Pleasant Places, \$14,005 that were received after the packets were sent out. These quotes are made a part of the record.

This repair is from the Quail Run Drainage Project and the area is between the town homes that were destroyed. Mayor Lyon said J. Evans Services replaced the sod there and repaired the outfall project. She said Sunshine Lawn Care is the company that maintains the townhomes on a regular basis and is recommended by the Vice President of the Townhomes. She said the price difference is pretty significant and they understand that we have to be cost effective. Pleasant Places is doing the sprinkler replacement repair and IPW is picking up that cost because it was in the contract.

Councilwoman Mignano moved to approve Sunshine Lawn Care @ \$20,160, seconded by Councilman Dodson. Councilwoman Mignano said she understands that Sunshine Lawn Care has been caring for the townhomes and is familiar with what needs to be done. She knows both J. Evans and Sunshine Lawn Care to be outstanding companies with upstanding people to stand behind their work. She does not know Pleasant Places but looked at their ratings online and it wasn't great. She recommends using people that we know who will be here tomorrow. She thanked J. Evans for their hard work.

Councilman Dodson voiced concerns about the \$6,000 difference between Sunshine Lawn Care and Pleasant Places. He said this cost is outside of what we budgeted initially for this project because we were unable to hold the contractors accountable for the damages that they did. He does not want the people living there to have sub-par work but wished we could've held the contractors accountable. Mayor Lyon agreed and said there was no penalty clause in the contact. Councilman Dodson asked as we are working on the budget, where would this line item come from and Mr. Hemmer replied from Projects in Capital Improvements. As discussion continued, Councilwoman Mignano mentioned that she walked Quail Run as others did and saw gaping holes and erosion; a child fell when the ground should have been secured. She said this could've been very dangerous if it was filled with water. She thinks the citizens have put up with a lot of difficulty, poor workmanship and no customer service and would like to give them something that they can trust. Mayor Lyon said Pleasant Places is the company that IPW uses. She does not know that we should hold that against them, however, she does not have a problem approving Sunshine Lawn Service as we know them, they are local, and they do the work for the Townhomes. After discussion, the roll was called.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye



Councilman Mullinax           Aye  
Mayor Lyon                    Aye  
Passed Unanimously

Flock Cameras: Lt. James gave an overview of the Flock cameras in response to concerns from Council that it may monitor citizens. He said Flock is a license plate recognition reader that stores data for up to 30 days. The cameras gather evidence and facts about vehicles, not people. It also alerts law enforcement about vehicles that are wanted and is very effective in solving crimes, as well as missing children and adults. Lt. James said the camera does not show facial recognition; it is not tied to personal data, and it is not used for traffic enforcement. He said the City of North Charleston has about 800 placed in various locations. The City of Charleston and the County uses them also. Councilwoman Mignano asked if having the cameras could be a deterrence before something is done. Lt. James replied yes. There were questions of where the cameras would be placed in the Town and Lt. James said they cannot be placed on DOT or main roads such as Folly Rd. but perhaps roads such as Camp, Ft. Johnson or and Harborview Roads. Councilman Dodson, talked to the Police Chief on Folly Beach and his brother, who is also a police officer and they describe the cameras as an incredible resource. Someone would have to put in a case code to pull information. The system is very specific, not citizen monitored. Councilman Boles thought Council should try it. Council then discussed how many to purchase, 3 or 6. Councilman Dodson moved for the purchase of six cameras at \$20,000, seconded by Councilman Boles.

Vote

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

Committee Reports:

Land Use Committee: Mayor Lyon reported that the Planning Commission meeting for April was cancelled. The applicant for a Special Exception (coffee shop) before the Board of Zoning Appeals has requested a deferral. The variance request to remove a 52” DBH Grand Oak tree in close proximity to the applicant’s home was deferred for additional information from the applicant’s structural engineer.

Environment and Beautification Committee: Councilwoman Mignano announced that Helping Hands and James Island Pride met on Wednesday at their new meeting time at 6:30 p.m. She thanked everyone for agreeing to change the time so she is able to attend meetings. The committee is working to improve the edging on Harborview Rd. for the bike lanes and looking into those options. Helping Hands is looking to get new pins and hats. A new lawnmower blade was purchased so more lawns can be cut. Helping Hands will meet this Saturday, April 20 at Pinckney Park for a service day. Pizza will be served afterwards. The Adopt-A-Highway litter pickup will be held on Saturday, May 18.

Children’s Committee: No Report.

Public Safety Committee/Neighborhood Council:

Council Reassignment: Mayor Lyon announced a change in assignment. Councilman Mullinax has requested to Chair the Drainage Committee and Councilman Boles will Chair the Public Safety/Neighborhood Council Committee.

Appointment to Neighborhood Council: Mayor Lyon presented the following persons to serve on the Neighborhood Council Committee: Leigh Ohlandt, Scholer Blair, and Kelly Thoralsen. Councilman

Dodson moved to seat those persons, seconded by Councilman Boles. Passed unanimously. The Committee will meet on Thursday, April 25 @ 7:00 p.m. Councilman Boles said he is looking forward to this meeting.

History Committee: Mayor Lyon said she attended her first History Committee and was excited to report on the following: Wendy Shelton (JIACC) secured a \$12,000 grant for an audio driving tour. A meeting will be held at Pinckney Park on May 2 to discuss Simeon Pinckney. There have been discussions over the past year about exhuming Simeon Pinckney's body and burying him at Pinckney Park. The lady whose property he is buried on does not want his body removed and is willing to have a headstone placed at Pinckney Park as a memorial in honor of him. A new Historical Marker for the Grimball Skirmish is in the process of being ordered so we will have a record of this historical event.

Appointment to History Committee: Mayor Lyon moved for the appointment of Delores Walters and Randy Hilyer to serve on the History Committee, seconded by Councilman Boles. Passed unanimously.

Rethink Folly Road: Mayor Lyon announced that the Steering Committee met virtually on Zoom on yesterday and there was no update on the plan because the committee had just met for the regular meeting. This was a special meeting to discuss funding for the grant match for the Phase II and III studies. Caroline Parker is planning to ask her committee for \$200,000 and the County has not gotten anything yet. Another meeting is scheduled in two weeks to find out what the committee decides. Mayor Lyon said she will keep Council updated on the decisions that are made. She said this is a study and the Town has little property in Phase II and none in Phase III.

Drainage Committee: Councilman Mullinax has taken over the Chair for this committee. Mayor Lyon announced that a community wide drainage meeting will be held on May 13 at 6:00 p.m. at the Town Hall.

Business Development Committee: Councilman Dodson announced that he has four members to seat on the committee at the May Town Council meeting and hopes to schedule a meeting in late May or early June.

Trees Advisory Committee: Mayor Lyon reported that the committee met on April 9 and discussed having a tree giveaway and also having students identify island trees and cleaning and fertilizing them to help preserve as many as possible. Charleston Water Systems has reached out to Mayor Lyon after the sink hole issue and would like to plant a Live Oak tree to replace the one that fell into the sink hole. More information is forthcoming.

James Island Intergovernmental Council: Councilwoman Mignano announced a meeting upcoming on April 24.

Accommodations Tax Committee: Councilman Dodson noted his comments were touched on during the discussions on the budget.

Proclamations and Resolutions: None

Ordinances up for First Reading: None

Ordinances up for Second Reading: None

Old Business: Mayor Lyon announced that the first Town Market will be held on Friday, May 3 from 6-9 p.m. Caroline is doing a great job pulling everything together with help from staff. T-shirts will be given to all workers and vendor packets have gone out. Mayor Lyon said this will be a great event and encouraged everyone to come out to support the Town Market.

New Business: Councilwoman Mignano shared a citizen complaint that the resident who owns the house next to the proposed traffic circle reached out to her because he has not received his compensation from the County and was told that the Town had not signed the agreement about the Stone Post monument. Councilwoman Mignano will discuss this with Mayor Lyon. Mayor Lyon added that some residents are questioning where the stone posts should be placed. Mayor Lyon thanked Councilwoman Mignano for bringing this to her attention and will follow up on this.

Executive Session: Mayor Lyon announced that the Town Council may enter into an executive session in accordance with the Code of Laws of South Carolina 30-4-70 (A) (2) regarding discussion of proposed contractual matters and proposed purchase of property. Upon returning to Open Session the Council may act on matters discussed in the executive session.

Mayor Lyon moved to enter into an executive session, seconded by Councilman Dodson.

Vote

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

Passed Unanimously

The Council entered the executive session at 8:36 p.m.

Return to Regular Session: Mayor Lyon called for a motion to return to regular session at 9:12 p.m. The motion was made by Councilwoman Mignano, seconded by Councilman Dodson and passed unanimously. Mayor Lyon announced that no votes were taken by Council during the executive session.

Councilman Boles moved to authorize legal counsel to negotiate terms and provisions of a contract to purchase real property consistent with the terms presented in the proposed Purchase and Sale Agreement, and further to authorize the Mayor to approve final terms. Council Dodson seconded the motion. There was no discussion.

Vote

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

Passed Unanimously

The Purchase and Sale Agreement is entered into the record.

Announcements/Closing Comments:

Councilman Dodson is looking forward to seeing everyone at the Town Market on May 3 and at the community drainage meeting on May 13. He is continuing to look for people to sit on the Accommodations Tax Committee and a couple on the Business Development Committee. He welcomed new PW Coordinator/Project Manager Keith LaDeaux.

Councilwoman Mignano thanked everyone for their support, input and hard work. She realizes that everyone, including the citizens and staff have been putting in long hours and it is appreciated. We look forward to better days ahead.

Councilman Boles thanked everyone and wished them a good night.

Councilman Mullinax wished everyone a good evening.

Mayor Lyon thanked Frances Simmons, Town Clerk and Mike Hemmer, new Town Administrator who won't be new much longer. She is excited to have our new Town Attorney, Brian Quisenberry on board who has helped us so much in the short time he has been appointed. She thanked Lt. James for keeping us safe.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:16 p.m.

Respectfully submitted:

Frances Simmons  
Town Clerk



# Sunshine Lawn Care, LLC

1233 Chuka Ct. | Charleston, SC 29412  
843-801-6989 | sunshinelawncaresc@gmail.com | www.sunshinelawncaresc.com

**RECIPIENT:**

**Brook Lyon**

Camp Road  
James Island, South Carolina 29412

**Estimate #1726**

Sent on **04/11/2024**

**Total \$20,160.00**

Product/Service	Description	Qty.	Unit Price	Total
Sod	Empire zoysia Including labor and delivery by pallet. Installation only. We carry no liability for sod that dies after installation.	6	\$600.00	\$3,600.00
Labor	Prepare a for sod Grade if necessary.	6	\$100.00	\$600.00*
Job Materials	5 each wax leaf ligustrum (65 gallon) 5 each loripedelum zhuzhou (15 gallon) 1 each live oak (200 gallon) 12 each variegated pitasporum (15 gallon) 5 each boxwood (15 gallon) 2 each holly (45 gallon)	1	\$10,960.00	\$10,960.00*
Labor	Labor for planting all plants including soil amendments and delivery	1	\$5,000.00	\$5,000.00*

A deposit of \$10,080.00 will be required to begin.

**Total \$20,160.00**

\* Non-taxable

Dear Mayor Lyon and Town of James Island Council-members,

Please find enclosed the detailed cost breakdown provided by our supplier for the nearest replacement materials for the plantings. The pricing for sod is determined by the current rates set by our supplier. It's important to note that the prices listed are subject to change based on the current market rates for these materials.

Typically, the labor cost for planting in this project would amount to \$10,000. In a demonstration of goodwill towards the Town of James Island and the residents of Peregrine Point Condos, Sunshine Lawn Care is pleased to offer a 50% reduction in this labor cost.

# Brownswood

NURSERY & LANDSCAPE

## QUOTE

**Brownswood Nursery & Landscape**  
 1290 Brownswood Road  
 Johns Island, SC 29455  
 (843) 559 3425  
 www.brownswoodnursery.com

**Sunshine Lawn Care, LLC**  
 Mike Terelak  
 Customer # 5509  
 1233 Chuka Ct  
 Charleston, SC 29412  
 (843) 804-9508 / (843) 200-9940  
 sunshinelawncares843@gmail.com

Date            QUOTE #  
 4/11/2024    1758

#	Item	Description	Qty	Unit Price	Ext. Price	Tax
1	1696	Ligustrum Wax Leaf 65G	5	649.99	3,249.95	✓
2	16142	Boxwood Japanese 15G	5	129.99	649.95	✓
3	999	Loropetalum Zhuzhou 15G	5	115.99	579.95	✓
4	8273	Pittosporum Variegated 15G	12 ✕	99.99	<del>1199.95</del>	✓ 700
5	1219	Dahoon Holly Ftg 45G	2	569.99	1,139.98	✓
6	1938	Live Oak Seedling 200G	1	3,299.99	3,299.99	✓
Subtotal					9,419.77	
Tax (9%)					847.78	
Total					<del>\$ 10,267.55</del>	
Balance Due					\$ 10,267.55	<u>\$10,967.</u>

**Quote Terms and Conditions:**

Prices are subject to change without notice and this price is only valid at time of sale.

Please contact us at (843) 268-0262 or email us at orders@brownswoodnursery.com to move forward with this order.

Once your order is confirmed, please allow 2-3 weeks to fulfill and order any items that are temporarily out of stock. We are happy to suggest substitutions for out-of-stock items.

Thank you for your business.





## Sunshine Lawn Care, LLC

1233 Chuka Ct. | Charleston, SC 29412

843-801-6989 | [sunshinelawncaresc843@gmail.com](mailto:sunshinelawncaresc843@gmail.com) | [www.sunshinelawncaresc.com](http://www.sunshinelawncaresc.com)

Notes Continued...

Thank you for entrusting us with your lawn care needs.

Warm regards,

Mike & Pamela Terelak, Owners  
Sunshine Lawn Care, LLC

\*\*\*THIS IS NOT A BILL.

\*Quotes for one-off jobs may be subject to change due to unforeseen project adjustments. Final invoice will be sent upon job completion.

\*50% deposit required on any quotes over \$1000.00

\*Any cancellations not made at least 24 hours before the agreed scheduled date will result in a fee being charged to the account.

\*Quote is valid for 30 days unless otherwise specified in writing by Sunshine Lawn Care Management.

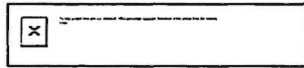
\*Visit our website at [www.sunshinelawncaresc.com](http://www.sunshinelawncaresc.com) for TERMS & CONDITIONS.

## Brook Lyon

---

**From:** Sunshine Lawn Care LLC <notification@getjobber.com>  
**Sent:** Thursday, April 11, 2024 4:49 PM  
**To:** Brook Lyon  
**Cc:** Cynthia Mignano; pamela@sunshinelawncaresc.com; mike@sunshinelawncaresc.com  
**Subject:** Quote from Sunshine Lawn Care, LLC - Peregrine Point Install  
**Attachments:** 2024-4-11\_TOJI\_PPT\_plant\_quote\_Brown.pdf; estimate\_1726.pdf

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



## Estimate

Dear Mayor Lyon and Town of James Island Council-members,

Enclosed, please find our quote for the work required at Peregrine Point, along with a detailed cost breakdown. It is essential to note that the prices listed are subject to change based on the current market rates for these materials.

Typically, the labor cost for the planting in this project would amount to \$10,000. As a gesture of goodwill, we have included a discount on the labor cost.

This is not a bill. It is an estimate based on the work discussed at the time of the quotation. The final invoice will be provided upon completion of the work.

**\*\*IF THIS IS FOR A ONE-OFF JOB (not maintenance), please note that quotes are given based on an annual maintenance schedule.**

If you have any questions or concerns regarding this quotation, please do not hesitate to get in touch with us. You can reach us via email, please start a separate thread addressed to [pamela@sunshinelawncaresc.com](mailto:pamela@sunshinelawncaresc.com).

Warm regards,

Mike & Pamela Terelak, Owners  
Sunshine Lawn Care, LLC



843.801.6989 (Office Mobile)

843.920.4590 - TEXT ONLY!

843.804.9508 (Front Desk)

---

## Details

TOTAL

**\$20,160.00**

REQUIRED DEPOSIT

**\$10,080.00**

*Businesses are required to have a valid business license and a valid tax ID number to be able to use Jobber. If you are a business owner, please contact us at 843.801.6989 for more information. If you are an individual, please contact us at 843.804.9508 for more information.*



Sunshine Lawn Care, LLC

843-801-6989

sunshinelawn@43@gmail.com

1233 Chuka Ct.

Charleston, SC 29412

Powered by Jobber

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# Brownswood

NURSERY & LANDSCAPE

## QUOTE

**Brownswood Nursery & Landscape**  
 1290 Brownswood Road  
 Johns Island, SC 29455  
 (843) 559 3425  
 www.brownswoodnursery.com

**Sunshine Lawn Care, LLC**  
 Mike Terelak  
 Customer # 5509  
 1233 Chuka Ct  
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 sunshinelawncares843@gmail.com

**Date**      **QUOTE #**  
 4/11/2024    1758

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<b>Total</b>					<del>\$ 10,267.55</del>	
<b>Balance Due</b>					<b>\$ 10,267.55</b>	<b>\$10,967.</b>

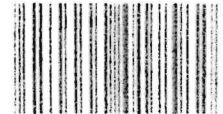
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Please contact us at (843) 268-0262 or email us at orders@brownswoodnursery.com to move forward with this order.

Once your order is confirmed, please allow 2-3 weeks to fulfill and order any items that are temporarily out of stock. We are happy to suggest substitutions for out-of-stock items.

Thank you for your business



Since 1984



April 16, 2024  
Quail Run 2

Contract No. - 20428

ITEM	QTY	UOM	UNIT PRICE	TOTAL PRICE
<b>LANDSCAPE</b>				
Oak, Live - Quercus virginiana - 5" Tree - Installed	1.00	5"	\$1,476.63	\$1,476.63
Holly, Dahoon - Ilex cassine - 10' - 12' Tree - Installed	2.00	2"	\$574.33	\$1,148.65
Ligustrum, Green - Ligustrum japonica - 10' - 12' Tree - Installed	5.00	12'	\$1,275.63	\$6,378.16
Loropetalum, Zhuzhou - Loropetalum chinensis 'Zhuzhou' - 15 gal - Installed	5.00	15 gal	\$178.75	\$893.75
Pittosporum, Variegated - Pittosporum tobira variegata - 7 gal - Installed	12.00	7 gal	\$48.13	\$577.55
Boxwood, Winter Green - Buxus Microphylla Japonica - 15 gal - Installed	5.00	15 gal	\$185.50	\$927.49
Sod - Zoysia (Empire) - Zoysia japonica - Sod - Installed	2,700.00	sf	\$0.96	\$2,602.77
				<b>\$14,005.00</b>

**BID SUMMARY**

SERVICES	SALES TAX	TOTAL PRICE
Tree Installation	\$0.00	\$2,625.28
Shrub Installation	\$0.00	\$8,776.95
Sod Installation	\$0.00	\$2,602.77
		<b>\$0.00</b>
		<b>\$14,005.00</b>

Sale	\$14,005.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$14,005.00</b>

**BID QUALIFICATION NOTES**

This proposal is based upon drawings issued by \_\_\_ on sheets \_\_\_ and \_\_\_ dated \_\_\_ as outlined above.

**Proposal is valid for 60 days unless noted for commodity materials.**

- Scope of work is limited to line items detailed in this proposal. Line item pricing may be subject to change based on reductions in scope. Value Engineering [VE] directives will override plan drawings & construction details and Specifications.
- Unit Pricing is based on award of proposal as a whole, and is subject to change with any changes in scope of work.
- All plant material proposed is available at the time of bid unless noted. Contractor cannot guarantee availability of material at time of installation unless secured with a deposit as stored material.
- Trees and shrubs are priced by the unit of measure noted: Trees in order of caliper, height, or container size; and Shrubs are priced by container size. If or when plant schedule heights conflict with shrub container sizes, the discrepancy must be rectified by the landscape architect.
- Irrigation will be a design build system providing 100% coverage to all newly installed landscaping (unless otherwise noted).
- All Irrigated plants and the irrigation system will be guaranteed for 1 year from the date of completion and acceptance by owner. Water source and power source to the irrigation system are provided by others. Non-irrigated plants will not be covered by warranty.
- A Soil Analysis, if required, will be provided at no additional cost.
- Landscape Maintenance can be proposed separately after installation is complete.
- A minimum of two weeks' notice is required for scheduling installations of stock materials.

**BID EXCLUSIONS unless itemized above:**

- Permitting, Engineering Layout, Traffic Control, Erosion Control, Onsite Dump, Disposal, and Washout will be provided by others.
- Disposal of debris, dirt and demolished material are excluded.
- Irrigation sleeving, boring, and select or flowable fill for sleeves are excluded.
- Soil amendments are excluded. Soil amendments recommended by a soil analysis are available for purchase as an addition to this proposal.
- Topsoil is provided by others and brought to finished grade within 1/10' unless itemized in proposal.
- Compacted subgrade is provided by others and brought to finished grade within 1/10' unless itemized in proposal.
- Mock-up materials and / or plant samples are excluded.
- Bond cost is excluded.
- **Crane and Hoisting fees are excluded unless itemized.**

**Signed Acceptance:**

Company: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **J. Evans Services, LLC.**

655 Schooner Rd.  
Charleston, SC 29412  
Josh Evans (843)-452-0204

**Proposal Number:** 312

**Date:** 4/18/2024

**To:** Town of James Island (Brook Lyon- Mayor)

**Location:** Quail Run Cul Da Sac  
Charleston, SC 29412

### **Proposed Work To Include:**

#### **Replanting:**

- Grading to entire area to prep for sod and plant material
- Purchase, pick up, deliver and install approx. 2700 sq. ft of empire zoysia
- Purchase, pick up, deliver and install soil amendments and prep materials for plant installation
- Purchase, pick up, deliver and install the following plant materials:
  - 5- 65 gal. wax leaf ligustrum
  - 5- 15 gal. loripedelum
  - 1- 200 gal. live oak
  - 12- 15 gal. variegated pitasporum
  - 5- 15 gal. boxwood
  - 2- 45 gal. Holly
- 
- Clean up and remove all job-related debris

**Total Proposed Amount (Material and Labor) - \$24,360.00**

#### **\*JOB SPECIFIC NOTES\***

- All irrigation to be repaired in and operational prior to work beginning. If not, irrigation will be repaired by J. Evans Services and billed accordingly.

#### **\*GENERAL NOTES\***

-Utilities to be called in and marked by J. Evans Services prior to work being started  
-Any damage to irrigation, drainage, or unforeseen/ unmarked utilities will be additional cost to repair if damaged

- On site power and water may be used
- Due to unforeseen weather, future care, and air/ soil temperatures, there are no warranties provided for installation of living plants, grass, etc...
- Any additional work to be performed, other than details listed above will be submitted and approved prior to completion
- In certain cases, a 50% down payment is required for work to begin
- Total amount due upon completion of work

**Signature for Approval of Work Itemized and Proposed** \_\_\_\_\_

## PURCHASE & SALE AGREEMENT

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

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

1. Purchase and Sale of Property. Seller, in consideration of the purchase price set forth below, hereby agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms and subject to the conditions contained in this Agreement, the following property (collectively "*Property*"):
  - a. That certain parcel of real property located at That certain parcel of real property located at 1335 and 1349 Sea Aire Dr., James Island, Charleston County, SC bearing Charleston County TMS Nos. 428-01-00-052 and 428-01-00-053, respectively. ("*Land*") as more particularly described in Schedule A attached hereto; and
  - b. All rights, privileges and easements appurtenant to the Land including, but not limited to, all mineral rights, development rights, air rights and water rights relating to the Land, and any other easements, rights-of-way or appurtenances existing for the beneficial use and enjoyment of the Land, and any land lying in the bed of any street, road or avenue opened or proposed, public or private, in front of or adjoining the Land and any award made or to be made in lieu thereof, any unpaid award for damage to any portion of the Property by reason of change of grade of any street, and any strips and gores adjoining or adjacent to any portion of the Land ("*Appurtenances*"); and
  - c. All improvements located and permanently attached on the Land including but not limited to any buildings or other structures and any facilities used to provide utility or other services thereto ("*Improvements*").
2. Personal Property. Seller also agrees to convey to Buyer, at no additional cost, all of the general intangibles, contract rights, surveys, inspection reports, engineering, environmental and wetlands studies, soil tests, designs, plans, specifications, schematic drawings, construction drawings, blueprints and engineering data, licenses, permits, approvals, zoning approvals, building permits, guaranties, warranties and similar rights relating to the Property or to the construction or renovation of any of the Improvements ("*Personal Property*"). The Personal Property shall be conveyed to Buyer by bill of sale containing a general warranty of title.
3. Purchase Price. Buyer agrees to pay the full purchase price of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) for the Property, as follows:
  - a. Thirteen Thousand and 00/100 Dollars (\$13,000.00) ("*Earnest Money*") by wire transfer, to Clement Rivers LLP ("*Escrow Agent*") within five (5) business days following Buyer's receipt from Seller of a fully executed counterpart of this Agreement.
  - b. The balance of the purchase price shall be paid to Seller at Closing in cash or by wire transfer of immediately available federal funds subject to disbursement as set forth in Section 4 of this Agreement.
  - c. The Earnest Money shall be non-refundable and shall be paid to Seller if the Closing does not occur for any reason other than as a result of the termination of this Agreement by Buyer in any manner permitted

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

4. Closing.

a. The closing of the sale of the Property (the "**Closing**") shall be held at the offices of Buyer's attorney, on the date which is on or before thirty (30) days following the final day of the Inspection Period as defined in Section 10 of this Agreement ("**Closing Date**") or sooner by the mutual agreement of the parties.

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

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

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

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

b. Buyer shall pay for any inspections, appraisals, title examinations and surveys of the Property obtained or to be obtained by Buyer, the fee to record the deed and all expenses related to any financing Buyer may obtain to purchase the Property.

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

7. Conveyance of Title. Seller shall convey and Buyer shall accept marketable and insurable fee simple title to the Property by limited warranty deed, free from all liens and encumbrances, except matters listed as exceptions to the commitment to insure title to the Property obtained by Buyer pursuant to Section 9 of this Agreement including any matters that the title insurer agrees to insure against but not including any matters cured by Seller pursuant to Section 9 of this Agreement.

a. Seller agrees to execute and deliver at Closing a title affidavit and additional documents or instruments reasonably required by Buyer's title insurance company, a current tax compliance certificate issued by the South Carolina Department of Revenue, a Seller's Affidavit pursuant to S.C. Code §12-8-580 (Nonresident Seller Withholding), a FIRPTA certification pursuant to Section 1445 of the United States Internal Revenue Code ("**IRC**") and a certification of Seller's tax identification number as required pursuant to the IRC. Seller further agrees to obtain and deliver to Buyer at closing an opinion of Seller's counsel as to the existence, good



standing and authority of Seller to execute the deed and other closing documents, and to otherwise consummate the transactions contemplated by this Agreement.

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

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

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

- a. any plats or surveys depicting the Property;
- b. any title insurance policies or certificates of title with copies of any instruments listed as exceptions or encumbrances and any unrecorded agreements creating any right, license or easement affecting the Property;
- c. any written contracts and summaries of any oral contracts which are currently in effect and relate to the Property or any of the Personal Property;
- d. any permits, approvals and licenses relating to ownership, use and operation of the Property or any of the Personal Property;
- e. any third party agreements and any governmental permits, approvals, licenses or authorizations (and any related correspondence or applications) relating to any proposed development of the Property;
- f. any third party engineering, environmental, geotechnical, wetlands, wildlife or archeological studies and any similar information respecting the Property;
- g. any existing or proposed development or site plans;
- h. any plans, specifications, warranties or indemnity agreements;
- i. certificates of insurance evidencing current premises liability coverage;
- j. a summary of any litigation currently pending or threatened against Seller and arising out of Seller's ownership or operation of the Property;
- k. any Voluntary Clean Up Contracts with the South Carolina Department of Health and Environmental Control ("**DHEC**") and any Covenant Not to Sue, release, permit or similar instrument issued by DHEC, the United States Environmental Protection Agency ("**EPA**") or any other governmental authority releasing or limiting liability for any violation of environmental laws or other hazardous condition existing on the Property or on any adjacent properties that effects the Property ("**Environmental Agreements**"), and any reports, certificates, approvals, management plans, restrictions and other documents delivered in connection therewith;

l. copies of any items of the Personal Property existing in documentary form as set forth in Paragraph 2; and

m. such other documents or information pertaining to the condition of the Property or any of the Personal Property as Buyer may reasonably request.

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

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

10. Inspection Period.

a. Seller hereby grants to Buyer the right to enter upon the Property for a period of one hundred fifty (150) days following the later to occur of either from the date Buyer receives all the documents and information to be provided by Seller pursuant to Section 8 of this Agreement ("**Inspection Period**"), for the purpose of inspecting the Property including, but not limited to, the right to survey and to conduct above and below ground physical inspections and soil, environmental, engineering and other tests, the right to review all pertinent records or documents relating to the Property and the zoning classification and permitted uses of the Property, and the right to contact governmental authorities having jurisdiction over the Property in order to determine the availability of governmental permits and approvals that Buyer determines to be necessary or desirable for the future development and operation of the Property. If any environmental assessment indicates the need for further inspections or testing, Buyer shall have the option to extend the Inspection Period for up to thirty (30) days if reasonably necessary to complete such further inspections or testing.

b. Buyer shall have the option to terminate this Agreement by written notice to Seller if the Inspection Period has not commenced within sixty (60) days following the date of this Agreement.

c. If Buyer determines, in its sole and absolute discretion, that the Property is for any reason unsuitable for its purposes, Buyer shall have the right to terminate this Agreement by written notice to Seller prior to the end of the Inspection Period in which event Buyer shall receive a full refund of the Earnest Money.

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

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

a. Buyer shall have obtained financing for the purchase and development of the Property secured by a mortgage of the Property ("**Loan**"). Buyer shall apply for the Loan and shall use diligent efforts to satisfy the lender's requirements for the closing of the Loan prior to the end of the Inspection Period to the extent such requirements can reasonably be satisfied within the Inspection period (such as the submission of financial information, a preliminary title insurance commitment and a preliminary survey of the Property).

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

c. All contingencies of the lender to closing of the Loan that are beyond the reasonable control of Buyer such as matters relating to title insurance, survey and the environmental condition of the property, shall have been satisfied at or prior to Closing.

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

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

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

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

predecessor to or representative or affiliate of Seller) has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof.

c. There is no action, suit or proceeding pending or threatened against Seller or the Property which, if adversely determined, would have a material adverse effect on the Property or which challenges or impairs the ability of Seller to execute or deliver, or perform its obligations under, this Agreement and the documents executed by it pursuant to this Agreement or to consummate the transactions contemplated herein, except as set forth in Section 12 and Section 13 of this Agreement.

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

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

f. Seller has received no notice of any violation of environmental laws, rules or regulations on the Property, or the presence of any underground storage tanks or environmentally regulated substances on the Property and there are no matters concerning the property that would give rise to a violation of any Federal or State environmental law including but not limited to CERCLA or RCRA.

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

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

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

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

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

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

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

15. Risk of Loss. The Property shall be conveyed to Buyer in substantially the same condition as it is on the date of this Agreement, reasonable wear and tear excepted. Seller shall bear the risk of loss or damage to any Improvements by fire or other casualty until Closing. In case of such loss or damage, Seller shall have the option of restoring the Improvements to their present condition within thirty (30) days after the Closing date specified herein, with the Closing to be extended accordingly. If the Improvements are not or cannot be restored within said period:

a. Seller shall provide written notice to Buyer, within three (3) business days following any such occurrence, accompanied by a copy of: (i) any insurance policy covering such loss or damage and any communication or other documentation received by Seller with respect thereto; (ii) any claim or action initiated by Seller as a result of such loss or damage and any communication or other documentation received by Seller with respect thereto; and (iii) any estimates received by Seller pertaining to the time period and cost for repair or reconstruction of the Improvements; and

b. Buyer shall have the option to either: (i) proceed to Closing in which event Seller shall assign to Buyer all right, title and interest of Seller in any insurance proceeds, damages, claims, causes of action and any other rights of Seller arising out of such loss or damage to the Improvements and shall assist and cooperate with Buyer in the prosecution of any such claim or exercise of any such rights; or (ii) terminate this Agreement by written notice to Seller and receive return of its Earnest Money.

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

a. Seller shall provide written notice to Buyer, within three (3) business days following any such occurrence, accompanied by a copy of: (i) any communication or other documentation received by Seller from the condemning authority with respect to any such taking; (ii) any claim or action initiated by Seller as a result of any such taking and any communication or other documentation received by Seller with respect thereto; and (iii) any estimates received by Seller pertaining to the time period and cost for repair or reconstruction of any remaining improvements to the Property in the event of a partial taking; and

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

17. Default.

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

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

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

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

20. Confidentiality. The terms of this Agreement and any information not previously disclosed to the public, furnished by Seller to Buyer or by Buyer to Seller in connection with the transactions contemplated hereby, shall not be disclosed to any person other than each party's respective attorneys, accountants, brokers, consultants or financial advisors having a need to know such information, except by Buyer after Closing or as required by law or in a legal proceeding involving this Agreement or as reasonably necessary to permit Buyer to conduct inspections of the Property and investigations as to future development and operation of the Property, as contemplated by Section 10 of this Agreement. Seller shall not solicit or entertain bids, enter into any negotiation or discussion, or enter into any agreement for the sale or lease of the Property or any portion thereof while this Agreement is in effect.

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

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

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

24. Assignment. It is contemplated that Buyer may assign this Agreement to another entity to be formed for the purpose of acquiring the Property. Buyer agrees to deliver a copy of any such assignment to Seller and Seller hereby consents to such an assignment.

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

26. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and directed to a party at its address as set forth below. A party may designate a new address by written notice to the other party. All notices shall be effective and deemed delivered: (i) upon transmission when sent on a business day prior to 5:00PM via email or facsimile with written

confirmation of successful transmission, provided such notice is also sent postage prepaid by United States first class mail, return receipt requested, not later than the next business day; or (ii) upon deposit with the carrier when sent via an overnight delivery or courier service providing written confirmation of delivery. Each party agrees that its attorney shall be authorized to deliver notices on its behalf, and each party agrees to accept notice from the other party's attorney in the same manner as if the other party had given such notice. Notice by other methods, such as e-mail transmission, shall be valid only if receipt is acknowledged in writing by the receiving party.

If to Seller:  
  
Charleston STR Owner, LLC  
561 Folly Rd.  
Charleston, SC 29412  
Attn: Douglas K Berenguer  
Facsimile:

The Town of James Island  
James Island, SC 29412  
Facsimile: (843)

With a copy by facsimile to:

ATTY  
SC 294XX  
Facsimile: (843)

With a copy by facsimile to:

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

If to Buyer:

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]



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

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

Signed, sealed and delivered in  
the presence of:

BUYER:  
**Town of James Island**

\_\_\_\_\_  
*Witness as to Buyer*

\_\_\_\_\_  
By:  
Its:

SELLER:  
**Charleston STR Owner, LLC**

\_\_\_\_\_  
*Witness as to Seller*

\_\_\_\_\_  
By:  
Its:

## SCHEDULE A

### *Legal Description of the Property*

ALL that lot, piece or parcel of land, situate, lying and being on James Island, Charleston County, South Carolina, and more particularly shown on a plat of subdivision of a tract of land owned by Walter W. Herbert, Sr. And Walter W. Herbert, Jr., by A. L. Glen, dated November 2, 1956, and recorded in Book U62 at Page 334 and hereby made part hereof as Lot "A".

Said lot "A" measuring on the Eastern and Western Boundaries a distance of two hundred (200') feet; on its Northern boundary, one hundred sixty-seven and  $\frac{5}{10}$  (167.5') feet and ninety-six (96') feet, and on its Southern boundary, two hundred seventy and  $\frac{2}{10}$  (270.2') feet. Be the said dimensions more or less and having such location, size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS#: 428-01-00-052

AND

ALL that lot, piece or parcel of land, situate, lying and being on James Island, Charleston County, South Carolina, and more particularly shown on a plat of subdivision of a tract of land owned by Walter W. Herbert, Sr. And Walter W. Herbert, Jr., by A. L. Glen, dated November 2, 1956, and recorded in Book U62 at Page 334 and hereby made part hereof as Lot "B".

MEASURING AND CONTAINING AND BUTTING AND BOUNDING on the North on Lot A on said plat, two hundred seventy and  $\frac{2}{10}$  (270.2) feet; on the East on Thomson Drive one hundred twenty eight (128) feet; on the South on Lot "C" on said plat two hundred seventy two and  $\frac{3}{10}$  (272.3) feet; and on the West on lands now or formerly of Julia L. Porcher one hundred twenty eight (128) feet, and being said dimensions a little more or less.

TMS#: 428-01-00-053

# Town of James Island

% FY Complete 83%

## Monthly Budget Report

Fiscal Year 2023-24

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
<b>GENERAL FUND REVENUE</b>														
Accommodations Tax							914			25,000	Atax transfer		25,914	
Brokers & Insurance Tax			95,339	27,445		252				2,594			125,630	801,600
Building Permit Fees		2,301		1,879		2,309	3,097		1,659	4,211			15,456	327,812
Business Licenses	3,270	25,493	13,114	5,586	24,216	72,966	35,759	(1,769)	24,182	95,888			298,705	360,000
Contributions/Donations-Park													-	
Grant Reimbursement						1,000,000				10,857	PARD B P		1,010,857	11,000
Filing Fees					1,780								1,780	760
Franchise Fees	146,037			1,899	32,139	4,170	1,847	35,729		1,649	WOW		223,470	309,000
Interest Income	348	350	338	349	384	424	1,295	19,692	24,130	15,557			62,867	1,500
Alcohol Licenses -LOP										6,250			6,250	10,000
Local Assessment Fees						1,351		1,430					2,781	2,500
Local Option Sales Tax (PTCF)		113,975	112,015	106,160		213,637		218,259		190,628	Feb/Mar		954,674	1,284,000
Local Option Sales Tax (rev)		48,584	46,872	46,031		90,961		100,190		90,981	Feb/Mar		423,620	547,000
Miscellaneous		54											54	
Planning & Zoning Fees	913	1,646	1,592	923	1,434	1,026	1,538	937	1,218	1,755			12,982	15,000
State Aid to Subdivisions				71,491					71,491				142,982	272,350
Telecommunications									10,936				10,936	17,000
Homestead Exemption Tax Receipts													-	50,000
Facility Rentals	452	152	1,216	760	754	456	452	606	760				5,608	6,000
Stormwater Fees	700	800	1,000	900	700	100	300	400		500			5,400	8,200
	151,720	193,354	271,486	263,423	61,408	1,387,552	45,202	446,965	62,885	445,871	-	Total	3,329,965	4,023,722
												% of Budget		83%

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL	BUDGET
	July	August	September	October	November	December	January	February	March	April	May	June		
<b>ADMINISTRATION</b>														
Salaries	25,388	25,312	25,234	25,201	37,849	29,412	32,299	18,495	19,698	23,698			262,585	343,261
Benefits, Taxes & Fees	10,756	10,865	10,940	10,958	16,433	11,306	12,956	8,059	8,373	9,998			110,644	142,724
Copier		254	254	300	259	259	339	458	513	328			2,963	4,500
Supplies	39	529	320	428	303	238	693	721	489	579			4,339	5,200
Postage		214	200	414			802			567			2,197	6,800
Information Services	1,123	5,790	619	6,390	24,190	7,318	6,333	644	10,642	5,965			69,014	95,000
Equipment/Software/Maintenance													-	
MASC Membership							5,347						5,347	5,800
Insurance	18,974		2,093		22,584	23,217				6,556	State Accid Fund		73,424	54,500
Legal & Professional Services	2,000	1,128	4,000	2,000		4,000	3,006	10,000	18,305	4,298			48,736	80,000
Legal Settlement							70,000		5,745				75,745	
Election Expenses						10,676							10,676	8,500
Town Codification					109	22				1,253			1,384	1,000
Advertising							416	223	1,218	773			2,630	3,500
Audit							12,500						12,500	12,500
Mileage Reimbursement			44										44	800
Employee Screening			76						72				148	
Employee Training & Wellness	270	270	270	2,195	405	270	405	270	270	270			4,895	5,800
Dues and Subscriptions	60				60		220						340	1,500
Training & Travel	500			15				225	598				1,337	2,000
Grant Writing Services													-	8,400
Employee Appreciation			300	245			100	200	33	70			948	800
Mobile Devices	114	114	114	114	114	114	114	114	114	114			1,026	1,500
Credit card (Square)	107	221	173	215	87	76	97	97	396	127			1,596	2,000
Bank Charges (Other)								115					115	
Bank Charges (Payroll Expenses)	489	455	502	558	511	513	54	969	455	468			4,973	6,000
	<b>59,819</b>	<b>45,150</b>	<b>45,140</b>	<b>49,034</b>	<b>102,903</b>	<b>87,421</b>	<b>145,681</b>	<b>40,591</b>	<b>66,919</b>	<b>54,950</b>	-	Total	<b>697,607</b>	<b>792,085</b>
												% of Budget		88%

<b>ELECTED OFFICIALS</b>														
Salaries	3,769	3,769	3,769	3,769	6,462	5,385	5,385	5,385	5,385	5,385			48,462	61,250
Benefit, Taxes & Fees	5,027	5,046	4,956	5,028	7,807	5,558	5,695	5,695	5,695	5,695			56,203	70,528
Mayor Expense	50	42			243	76	101		50	18			580	1,000
Council Expense					477	396	205						1,078	2,000
Mobile Devices													-	
	<b>8,846</b>	<b>8,857</b>	<b>8,725</b>	<b>8,798</b>	<b>14,989</b>	<b>11,415</b>	<b>11,386</b>	<b>11,080</b>	<b>11,130</b>	<b>11,098</b>	-	Total	<b>106,323</b>	<b>134,778</b>
												% of Budget		79%

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

### GENERAL OPERATIONS

Salaries	32,378	32,378	36,824	37,609	56,447	42,730	36,970	33,941	41,635	28,973			379,885	594,102
Benefits, Taxes & Fees	12,393	12,555	14,676	15,024	22,537	15,517	15,036	13,669	15,050	11,096			147,554	252,641
													527,439	846,743
													% of Budget	62%

### PLANNING

Supplies			37				110						147	500
Advertising				92		110				114			317	1,500
Mileage Reimbursement													-	200
Dues and Subscriptions							125						125	715
Training & Travel				431						75			506	1,000
Mobile Devices													-	
Equipment/Software		199	199	199	199	199	199		399				1,594	5,500
Uniform / PPE													-	500
Planning Commission		150	200	662									1,012	4,000
Board of Zoning Appeals		200					10						210	4,000
	-	549	436	1,384	199	309	444	-	399	189	-	-	Total	3,910
													% of Budget	22%

### BUILDING SERVICES

County Contract Building Permit Tech			17,128										17,128	
Mobile Devices													-	600
Dues and Subscriptions						180							180	1,000
Equipment/Software													-	1,500
Mileage Reimbursement													-	500
Supplies		49	21	114	36								219	600
Travel and Training					100								100	1,400
Uniform/PPE													-	250
Community Outreach													-	250
	-	49	17,148	114	136	180	-	-	-	-	-	-	Total	17,627
													% of Budget	289%

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

### PUBLIC WORKS

Mileage Reimbursement													-	300
Training & Travel										395			395	2,500
Public Outreach													-	250
Projects		142	349	1,630	8,638	5,374	2,172			13,485	5 projects		31,790	50,000
Signage			939						1,705	139			2,783	4,000
Mobile Devices													-	1,100
Uniform / PPE													-	900
Stormwater expenses							576						576	
Stormwater Professional Fees										1,650	JLA		1,650	
Supplies	358	215	1,190	176	877	41	107	1,056	172	4,491			8,682	8,000
Emergency Management	891	1,153	4,158	888	888	910	50	50	1,370	365			10,722	26,000
Dues and Subscriptions							468						468	725
Asset Management	25,039	39	39	39	39	39	39	39	39				25,349	45,000
Tree Maintenance and Care							360			950	Town Hall/JIACC		1,310	10,000
Groundskeeping	305	5,233	4,855	5,146	5,309	4,755	4,876	4,755	4,771	13,099	7000 Heartpine final		53,104	70,000
	<b>26,594</b>	<b>6,782</b>	<b>11,529</b>	<b>7,878</b>	<b>15,751</b>	<b>11,119</b>	<b>8,647</b>	<b>5,900</b>	<b>8,056</b>	<b>34,574</b>	-	<b>Total</b>	<b>136,829</b>	<b>218,775</b>
												<b>% of Budget</b>		<b>63%</b>

### CODES & SAFETY

Mileage Reimbursement													-	100
Equipment					960								960	1,960
Radio Contract		798				798			798				2,394	3,200
Training													-	500
Supplies			26										26	250
Uniform / PPE													-	250
Unsafe Buildings Demolition													-	10,000
Overgrown Lot Clearing					725								725	2,000
Animal Control													-	3,000
Crime Watch Materials													-	250
Mobile Devices													-	700
Membership/Dues													-	250
	-	<b>798</b>	<b>26</b>	-	<b>1,685</b>	<b>798</b>	-	-	<b>798</b>	-	-	<b>Total</b>	<b>4,105</b>	<b>22,460</b>
												<b>% of Budget</b>		<b>18%</b>

### ISLAND SHERIFF'S PATROL

ISP Dedicated Officer Annual Expense				19,947									19,947	\$ 147,900
ISP Programs & Supplies	59	74	74	163	74	2,849	4,484	74	74	510			8,435	\$ 17,250
ISP Salaries	14,430	16,590	15,821	14,445	23,856	15,735	14,884	14,528	26,057	17,691			174,035	\$ 186,814
Benefits, Taxes & Fees-ISP	4,137	4,812	4,366	4,173	6,892	4,546	4,300	4,197	7,528	5,111			50,063	\$ 52,102
	18,626	21,477	20,261	38,729	30,822	23,130	23,667	18,798	33,659	23,312	-	<b>Total</b>	<b>252,480</b>	<b>\$ 404,066</b>
												<b>% of Budget</b>		<b>62%</b>

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

### PARKS & RECREATION

JIRC Contribution													-	
Park Maintenance	171	528	1,534	1,031	528	583	1,103	8,088	846	376			14,788	12,500
Special Events				70	1,607								1,677	5,000
Youth Sports Program					1,766								1,766	16,000
	171	528	1,534	1,101	3,901	583	1,103	8,088	846	376	-	Total	18,231	33,500
												% of Budget		54%

### FACILITIES & EQUIPMENT

Utilities		1,513	2,266	2,363	2,105	2,009	2,209	2,282	2,117	1,911			18,776	35,000
Security Monitoring	76	76	76		76	76	326	76	76	176			1,034	1,500
Janitorial		1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	2,700			13,500	12,000
Equipment / Furniture			480						1,194				1,673	5,000
Facilities Maintenance		1,750	75	165	121	150	75	1,750	2,985	203			7,274	19,800
Vehicle Maintenance Expense		1,018		1,298	636	453	400	440	80	647			4,971	12,000
Fees and Taxes													-	
Generator Maintenance			408						1,503				1,911	2,000
Street Lights		12,663	12,663	12,663	12,663	12,659	12,657	12,645	13,528	12,645			114,787	155,000
	76	18,370	17,318	17,839	16,951	16,697	17,018	18,543	22,833	18,282	-	Total	163,927	242,300
												% of Budget		68%

### COMMUNITY SERVICES

Repair Care Program													-	35,000
Drainage Council													-	500
History Council				296						138			433	5,000
Neighborhood Council	18	455	10			555	155						1,194	3,000
Business Development Council													-	500
James Island Pride			47	188			46		17				298	3,500
Helping Hands		19			50	44			179	61			353	500
Tree Council					215								215	3,500
Community Tutoring Programs														12,500
Community Service Contributions					31,100								31,100	55,000
	18	474	57	483	31,365	599	201	-	196	199		Total	33,593	119,000
												% of Budget		28%

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

**CAPITAL PROJECTS**

<b>INFRASTRUCTURE</b>													-	
Dills Bluff Sidewalk Phase III-Seaside to Winborn		459			3600			998					5,057	
Dills Bluff Sidewalk, Phase IV-Winborn to HBVR							953						953	250,000
Regatta Road Sidewalk													-	9,000
Seaside Lane Sidewalk Design							413	153					566	
Camp and Riverland Sidewalk (match)													-	45,000
Town Hall 2nd Floor													-	
1129 Hillman													-	
Hillman Street Property													-	
Capital Improvement Projects													-	
Secessionville to Ft. Johnson Sidewalk Connector													-	
Honey Hill Road Paving													-	
Nabors Phase I													-	
Underground Power Lines													-	
Traffic Calming Projects		2016	66	2366	8566	2306	2953	64066	66	66			82,470	75,000
Septic Tank Testing		600		1150	1200	5400	5500		600				14,450	110,000
James Island Creek Septic and Sewer Projects													-	444,000
<b>Total Infrastructure</b>		<b>3075</b>	<b>66</b>	<b>3516</b>	<b>13366</b>	<b>7706</b>	<b>9819</b>	<b>65216</b>	<b>666</b>				<b>103,495</b>	<b>933,000</b>
<b>OTHER CAPITAL PROJECTS</b>														
Audio Visual Upgrades				47415	8700								56,115	68,699
ISP Dedicated Officer Initial Expenses													-	66,300
Public Works Equipment								8915					8,915	10,000
Dock Street Park					11025	3900			9600				24,525	59,000
Pinckney Park													-	
Park Projects													-	
<b>Total Other Capital Projects</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>47415</b>	<b>19725</b>	<b>3900</b>	<b>0</b>	<b>8915</b>	<b>9600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>89,555</b>	<b>203,999</b>
<b>DRAINAGE PROJECTS</b>														
Greenhill/Honey Hill Drainage Phase I-II					236200		6445						242,645	280,000
Oceanview Stonepost Drainage Basin -I-II		1465	37053	72783	72040	51624	52371	33130	87330	64373			472,169	808,000
Drainage Outflow Valve Devices													-	
Drainage Improvement Projects		6320	6085						1530				13,935	25,000
James Island Creek Basin Drainage Improvements													-	
Woodhaven Drainage Improvements							10500						10,500	700,000
Quail Run Drainage Improvements			18335	166389	139453		414309			28255			766,742	735,000
<b>Total Drainage Projects</b>	<b>0</b>	<b>7,785</b>	<b>61,473</b>	<b>239,171</b>	<b>447,694</b>	<b>51,624</b>	<b>483,626</b>	<b>33,130</b>	<b>88,860</b>	<b>92,628</b>	<b>0</b>	<b>0</b>	<b>1,505,990</b>	<b>2,548,000</b>
		<b>10,860</b>	<b>61,538</b>	<b>290,102</b>	<b>480,785</b>	<b>63,230</b>	<b>493,444</b>	<b>107,261</b>	<b>99,126</b>	<b>92,628</b>			<b>CIP Total</b>	<b>3,684,999</b>
													<b>% of Budget</b>	<b>46%</b>



	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		65,547	76,681	66,256		57,292	\$ 88,731		81,912	128,133	Feb/Mar		564,552	680,000
Hospitality Tax Transfer In													-	
<b>TOTAL</b>													<b>564,552</b>	<b>680,000</b>
														83%
<b>GENERAL</b>														
The Town Market	191								485	1,724			2,400	2,000
Rethink Folly Phase I-III, Staff Cost-Sharing						71							71	20,000
Santee Street Public Parking Lot	15,600						16,200						31,800	34,400
James Island Arts & Cultural Center Ops	9,288	12,581	11,671	13,839	18,533	14,959	13,169	13,621	13,971	14,743			136,374	150,000
JIACC Projects & Events		87	474	484	675	420	118	194	24				2,476	15,000
Promotional Grants				250	10,000								10,250	10,000
Public Safety of Tourism Areas	6,209	7,154	6,753	12,910	10,274	7,710	7,889	6,266	11,220	7,771			84,155	134,688
Camp and Folly Landscaping Maintenance		350	350	350	350	350	350	350	350	525			3,325	10,000
Entrepreneur and Small Business Support													-	
Guide to Historic James Island														5,000
Brantley Park OPS		150	150	150	150	150	150	150	2,213	239			3,503	2,400
Community Events		2,000	1,570	1,467	569	129	204						5,939	5,000
<i>Total Non-Capital Expense</i>	<i>31,288</i>	<i>22,323</i>	<i>20,968</i>	<i>29,450</i>	<i>40,550</i>	<i>23,789</i>	<i>38,079</i>	<i>20,582</i>	<i>28,263</i>	<i>25,002</i>	<i>-</i>	<i>-</i>	<b>280,293</b>	<i>388,488</i>
<b>PROJECTS</b>														
Camp/Folly Bus Shelter													-	25,000
Rethink Folly Road Phase 1													-	400,000
Wayfinding Signage													-	35,000
Folly Road Beautification			2,500										2,500	10,000
Brantley Park				4,250		21,175		(10,000)		140			15,565	100,000
James Island Arts & Cultural Center		3,429	169										3,598	150,000
Historic Ft. Johnson-MUSC NOA													-	100,000
Holiday Decorations													-	2,000
Park Projects													-	
ISP Dedicated Officer Initial Expense														22,100
Folly Road Multi Use Path Wilton-Ft. Johnson													-	42,000
Other Tourism-Related Projects						2,000							2,000	50,000
<i>Total Projects</i>	<i>-</i>	<i>3,429</i>	<i>2,669</i>	<i>4,250</i>	<i>-</i>	<i>23,175</i>	<i>-</i>	<i>(10,000)</i>	<i>-</i>	<i>140</i>	<i>-</i>	<i>-</i>	<b>23,663</b>	<i>936,100</i>
	<b>31,288</b>	<b>25,752</b>	<b>23,637</b>	<b>33,700</b>	<b>40,550</b>	<b>46,964</b>	<b>38,079</b>	<b>10,582</b>	<b>56,525</b>				<b>HT Total</b>	<b>1,324,588</b>
													<b>% of Budget</b>	<b>23%</b>

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

**ACCOMMODATIONS TAX FUND**

Atax Revenue				15098			9827			15174			40,099	52000
Transfer out to General Fund									25000 A/T Revenue				(25,000)	
Advertising and Promotions													0	
Tourism Related Expenditures													0	

Total

**TREE MITIGATION FUND**

Tree Mitigation revenue													96,488	500
Tree Mitigation expense					23,250								(23,250)	1,200
	-	-	-	-	23,250		-	-	-	-	-	-	73,238	
													Total	

**JIPSD FIRE & SOLID WASTE SERVICES**

JIPSD Tax Relief	107,000	107,000	107,000	107,000	107,000	107,000	107,000	107,000	107,000	107,000			1,070,000	1,284,000
Auditor Expense													-	1,000
													Total	1,070,000
													% of Budget	83%

**AMERICAN RESCUE PLAN**

Beginning Balance 7/1/2023	2650915	2650915	2640055	2578517	2288415	1807630	1744400	1250956	1152610	1053485				
		10860	61538	290102	480785	63230	493444	98346	99125	92628			1690058	
	2650915	2640055	2578517	2288415	1807630	1744400	1250956	1152610	1053485	960857	0			



TO: Mayor and Town Council  
FROM: Mike Hemmer – Town Administrator  
REGARDING: May Council Meeting Report

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Honorable Mayor and Council:

Below is my report for the past month. Please let me know if you have any questions.

- #1 Continued work on the budget after your last Council meeting. I have included a few more pages of information that I hope provide insight. Clerk Simmons has advertised tonight's public hearing, and we have an ordinance to introduce for your consideration during your regular meeting. Additionally, there will be an amendment for the 2023-2024 budget, but we can do that into next fiscal year once we have current expenses.
- #2 Assisted Mayor and Clerk Simmons with interviews for Finance Officer.
- #3 I have reworked our Request for Proposal (RFP) format, reviewed with the Mayor, Town Staff, and Town Attorney. We placed an ad for On-Call/Emergency Drainage services with this RFP format.
- #4 All staff have worked diligently to respond to citizen issues; primarily drainage related, although we do have other types of concerns (FOIA and platting standards). I've been included in several and am providing backup and guidance where needed. We continue to receive outstanding help from the County for drainage and road work.
- #5 I attended the Charleston County Legislative Delegation Intergovernmental Flood Prevention Taskforce quarterly meeting to make sure James Island is represented and assure the members we are working and willing to fix issues under our control.
- #6 My wife and I attended and assisted at the first Town Market. I thought it was well attended and a great time!
- #7 I met with the Mayor, Michael, and Ja'Dyn at Pinckney Park to discuss plans with numerous relatives of Simeon Pinckney. It was a great group of proud relatives.

[www.JamesIslandSC.us](http://www.JamesIslandSC.us)

- #8 Attended the recent Planning & Zoning Commission and assisted with those issues and others where I could.
- #9 Discussed recent PARD submittal for Hilliman Park, developing CTC project for roadway paving, and reviewing Greenbelt submittal process. Also working to get us reimbursed for some past CTC funds.
- #10 In addition to passing our budget, I've reviewed some revenue items and large expense items for future suggestions. I do have ideas for improvements to future budgets for Council consideration.

Sincerely,

A handwritten signature in black ink, appearing to be the name 'Mike' written in a stylized, cursive script.

Mike

## **Public Works Report for Town Council Meeting May 16, 2024**

### **QUAIL RUN PROJECT:**

- The landscaping bid has been approved by council 4/18/24, waiting for resident's cable to be buried before starting that work.
- Working with contractor and engineers to get all outstanding work complete and make residents whole again.

### **Woodhaven Project:**

- Project is moving along well with only a few minor setbacks.
- We did everything possible to save the Marsh Point neighborhood sign and wall. The actual sign is safe with one of the neighbors.
- The wall could not be saved due to safety reasons.
- Next site meeting will be the week of May 17

### **Oceanview Project:**

- Project is supposed to be at the point of substantial completion by May 15, 2024
- Work is continuing on Stonepost Rd and Oceanview Rd
- Work is continuing on the maintenance road between Oceanview and Cecil

### **General Information:**

- Melissa and I have been working to answer as many resident requests as possible daily.
- I have been meeting with the citizens and walking with them to assess their drainage issues.
- The department has ordered a sand bagger to help us be more efficient with storm emergency preparedness.
- The Hillman lot is completely cleaned out



**WHEREAS:** on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

**WHEREAS:** the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

**WHEREAS:** a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

**THEREFORE,** I, Mayor Brook Lyon and the members of the Town Council, do hereby support the goals of the Safe Boating Campaign and proclaim May 18-24, 2024 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

**IN WITNESS THEREOF,** I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Given under my signature and the seal of The Town of James Island this 16<sup>th</sup> day of May 2024.

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Brook Lyon  
Mayor

ATTEST

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Frances Simmons  
Town Clerk

ORDINANCE # 2024-03

AN ORDINANCE ADOPTING THE FISCAL YEAR 2024-2025 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 2024-2025; 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 occurred on May 16, 2024;

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 2024-2025.

Section 2: Creation of the Fiscal Year 2024-2025 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 2024-2025 “Exhibit A,” incorporated fully herein by reference, and sets the property tax operating millage rate at 0.0179 (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, 2024 to June 30, 2025.

First Reading	May 16, 2024	
Public Hearing	May 16, 2024	
Final Reading	_____	(anticipated June 20, 2024)

\_\_\_\_\_  
Mayor Brook Lyon

ATTEST

\_\_\_\_\_  
Frances Simmons  
Town Clerk

## Town of James Island

### General Fund SUMMARY FY 2024-2025

REVENUES	Actual	Actual	Actual	Budgeted	Through March	EOY 2023-2024	Difference	Proposed Budget for 2024-2025
	2020-2021	2021-2022	2022-2023	2023-2024	75% 2023-2024	Estimate		
Operating Revenues	\$4,018,923	\$3,838,490	\$5,727,334	\$4,023,722	\$2,884,094	\$4,799,190	\$775,468	\$4,156,958
Transfer in from Funds	(\$676,675)	\$343,998	\$0	\$0	\$0	\$0	\$0	\$0
Transfer in from Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer in from ARPA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS:</b>	<b>\$3,342,248</b>	<b>\$4,182,488</b>	<b>\$5,727,334</b>	<b>\$4,023,722</b>	<b>\$2,884,094</b>	<b>\$4,799,190</b>	<b>\$775,468</b>	<b>\$4,156,958</b>

EXPENDITURES	Actual	Actual	Actual	Budgeted	Through Feb	EOY 2023-2024	Difference	Proposed Budget for 2024-2025
	2020-2021	2021-2022	2022-2023	2023-2024	67% 2023-2024	Estimate		
Administration	\$654,301	\$669,343	\$774,880	\$792,085	\$642,657	\$852,821	\$60,736	\$837,029
Elected Officials	\$104,412	\$110,964	\$114,155	\$134,778	\$95,225	\$119,981	(\$14,797)	\$153,092
General Operations	\$453,547	\$388,626	\$462,935	\$846,743	\$487,371	\$609,214	(\$237,529)	\$669,000
Planning & Zoning	\$5,809	\$5,989	\$9,194	\$17,915	\$3,721	\$10,943	(\$6,973)	\$17,025
Building Services	\$1,911	\$24,809	\$58,541	\$6,100	\$17,627	\$23,079	\$16,979	\$32,900
Public Works	\$207,031	\$190,941	\$209,765	\$218,775	\$102,255	\$184,601	(\$34,174)	\$186,825
Island Sheriff's Patrol	\$351,616	\$320,285	\$369,754	\$404,066	\$229,168	\$341,526	(\$62,540)	\$466,778
Code and Safety	\$2,638	\$17,353	\$4,244	\$22,460	\$4,105	\$20,227	(\$2,233)	\$17,400
Parks and Recreation	\$22,159	\$33,073	\$19,022	\$33,500	\$17,856	\$33,500	\$0	\$34,800
Facilities & Equipment	\$192,617	\$218,329	\$219,609	\$242,300	\$145,645	\$229,454	(\$12,846)	\$245,500
Community Services	\$72,020	\$50,716	\$74,167	\$119,000	\$33,395	\$116,500	(\$2,500)	\$134,300
JIPSD	\$905,000	\$1,069,000	\$1,269,996	\$1,285,000	\$963,000	\$1,285,000	\$0	\$1,361,000
Transfer Out to Capital	\$367,013	\$392,890	\$0	\$0	\$0	\$1,000,000	\$0	\$0
<b>TOTALS:</b>	<b>\$3,340,074</b>	<b>\$3,492,318</b>	<b>\$3,586,262</b>	<b>\$4,122,722</b>	<b>\$2,742,025</b>	<b>\$4,826,846</b>	<b>(\$295,877)</b>	<b>\$4,155,649</b>

REVENUES LESS EXPENSES:                    \$2,174                    \$690,170                    \$2,141,072                    (\$99,000)                    \$142,069                    (\$27,656)                    \$1,071,345                    \$1,309

Fund Balances (Beginning 2023-2024)	Through Mar 2024		Est. EOY 2023-2024	Proposed Budget Impact on Balances
	Actual	Budgeted		
General Fund (unrestricted):	\$2,938,033	\$3,080,102	\$2,910,378	\$1,309
Reserve Fund (about 4 months of operating expenses):	\$1,328,484	\$1,328,484	\$1,328,484	\$0
Tree Fund (we restrict):	\$80,488	\$57,238	40,631	(700)
Stormwater Fund:	\$624,573	\$566,432	\$566,432	63,000
Accommodations Tax Fund:	\$41,482	\$41,482	-	
Hospitality Tax Fund:	\$2,279,174	\$2,383,130	\$1,634,586	
American Rescue Plan:	\$2,650,915	\$1,152,610	\$0	\$0
	\$9,943,149	\$8,609,478	\$6,480,510	\$63,609



# Town of James Island

## Revenue Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		Difference	Proposed Budget for 2024-2025
						75% 2023-2024	EOY 2023-2024 Estimate		
?	Accomodation Tax Share to GF	\$51,653	\$77,485	\$51,495		\$914	\$914	\$914	27,500
?	Brokers and Insurance Tax	\$789,119	\$801,598	\$775,187	\$801,600	\$123,036	\$801,600	\$0	\$760,000
?	Building Permit Fees	\$16,609	\$15,529	\$27,279	\$327,812	\$11,245	\$14,056	(\$313,756)	\$25,000
?	Business License Fees	\$399,876	\$384,411	\$499,280	\$360,000	\$202,816	\$360,000	\$0	\$480,000
?	Donations	\$50	\$120	\$0	\$0	\$0	\$0	\$0	\$0
?	Grants (PARD's, RIA \$1 mil)	\$32,854	\$69,718	\$1,854,631	\$11,000	\$1,000,000	\$1,010,857	\$999,857	\$17,192
?	Filing Fees	\$0	\$0	\$0	\$760	\$1,780	\$1,780	\$1,020	\$500
?	Franchise Fees	\$334,677	\$320,182	\$303,094	\$309,000	\$221,821	\$319,015	\$10,015	\$320,000
?	Interest	\$459	\$437	\$2,939	\$1,500	\$47,310	\$80,000	\$78,500	\$185,000
?	Alcohol Licenses	\$14,280	\$12,000	\$6,000	\$10,000	\$0	\$0	(\$10,000)	\$6,000
?	Local Assessment Fee	\$988	\$3,571	\$5,656	\$2,500	\$2,781	\$2,781	\$281	\$2,700
?	LOST Property Credit Fund	\$1,194,860	\$1,225,380	\$1,286,714	\$1,284,000	\$764,046	\$1,285,000	\$1,000	\$1,360,000
?	LOST Revenue Fund	\$485,800	\$524,734	\$550,542	\$547,000	\$332,638	\$547,000	\$0	\$580,000
?	Miscellaneous Income	\$334,146	\$26,741	\$371	\$0	\$54	\$54	\$54	\$100
?	Planning & Zoning Fees	\$14,442	\$16,162	\$15,275	\$15,000	\$11,227	\$14,034	(\$966)	\$16,200
?	State Aid to Subdivisions (LGF)	\$278,464	\$263,279	\$275,661	\$272,350	\$142,982	\$285,964	\$13,614	\$300,266
?	Telecomm Tax	\$17,095	\$12,901	\$11,857	\$17,000	\$10,936	\$14,000	(\$3,000)	\$16,000
?	Homestead Exemption Receipts	\$50,061	\$69,718	\$46,792	\$50,000	\$0	\$50,000	\$0	\$46,000
?	Facility Rentals	\$3,490	\$6,824	\$6,361	\$6,000	\$5,608	\$7,010	\$1,010	\$7,500
?	Stormwater Plan Review Fees	\$0	\$7,700	\$8,200	\$8,200	\$4,900	\$6,125	(\$2,075)	\$7,000
?	Tree Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
?	Property Tax (17.9 mils) Transfers	\$1,296,230	\$1,296,230	\$0	\$1,436,560	\$0	\$1,436,560	\$0	\$1,574,566
		\$5,315,153	\$5,134,720	\$5,727,334	\$5,460,282	\$2,884,094	\$6,236,750	\$776,468	\$5,731,524
	Property Tax Rollback Credit	(\$1,194,860)	(\$1,225,380)	\$0	(\$1,284,000)	(\$1,284,000)	(\$1,285,000)	(\$1,000)	(\$1,360,000)
	Property Tax Credit from Revenue	(\$101,370)	(\$70,850)	\$0	(\$152,560)	(\$152,560)	(\$152,560)	\$0	(\$214,566)
		(\$1,296,230)	(\$1,296,230)	\$0	(\$1,436,560)	(\$1,436,560)	(\$1,437,560)	(\$1,000)	(\$1,574,566)
	TOTALS:	\$4,018,923	\$3,838,490	\$5,727,334	\$4,023,722	\$1,447,534	\$4,799,190	\$775,468	\$4,156,958

# Town of James Island

## Administration Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Difference	Proposed Budget for 2024-2025
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	Salaries	\$284,379	\$316,254	\$345,661	\$343,261	\$238,887	\$344,047	\$786	\$353,000
?	Benefits, Taxes & Fees	\$173,952	\$129,645	\$144,205	\$142,724	\$100,646	\$144,367	\$1,643	\$155,500
?	Advertising	\$2,855	\$1,816	\$3,051	\$3,500	\$1,857	\$3,500	\$0	\$3,500
?	Audit	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$0	\$13,500
?	Bank charges	\$617	\$1,533	\$1,679	\$2,000	\$115	\$144	(\$1,856)	\$300
?	Bank charges - CC					\$1,469	\$1,836	\$1,836	\$1,500
?	Bank charges - Payroll Exp		\$6,060	\$5,067	\$6,000	\$4,506	\$5,633	(\$368)	\$6,000
?	Copier	\$4,968	\$5,562	\$4,225	\$4,500	\$2,635	\$4,500	\$0	\$4,500
?	Dues and Subscriptions	\$160	\$120	\$305	\$1,500	\$340	\$425	(\$1,075)	\$1,000
?	Election Expenses		\$0		\$8,500	\$10,676	\$10,676	\$2,176	\$0
?	Employee Appreciation	\$578	\$1,220	\$465	\$800	\$878	\$900	\$100	\$2,800
?	Employee Screening			\$971		\$148	\$224	\$224	\$149
?	Employee Training & Wellness	\$3,105	\$3,510	\$5,608	\$5,800	\$4,625	\$5,800	\$0	\$5,600
?	Equipment, Software, Maintenance			\$23,568				\$0	\$400
?	Information Services	\$49,030	\$69,327	\$54,486	\$95,000	\$63,049	\$78,811	(\$16,189)	\$116,680
?	Insurance	\$40,838	\$48,162	\$67,518	\$54,500	\$66,868	\$83,585	\$29,085	\$70,000
?	Legal & Professional Services	\$51,857	\$41,490	\$86,998	\$80,000	\$44,438	\$55,548	(\$24,453)	\$75,000
?	Legal Settlement					\$75,745	\$75,745	\$75,745	\$0
?	Grant Writing Services	\$5,459	\$8,560	\$2,310	\$8,400		\$8,400	\$0	\$4,000
?	MASC Membership	\$5,341	\$5,347	\$5,347	\$5,800	\$5,347	\$5,347	(\$453)	\$5,400
?	Mileage Reimbursement	\$338	\$316	\$364	\$800	\$44	\$150	(\$650)	\$800
?	Mobile Devices	\$2,340	\$1,954	\$1,289	\$1,500	\$1,026	\$1,283	(\$218)	\$1,500
?	Postage	\$5,076	\$6,060	\$2,334	\$6,800	\$1,630	\$2,038	(\$4,763)	\$7,000
?	Supplies	\$7,331	\$4,512	\$5,490	\$5,200	\$3,760	\$5,200	\$0	\$5,500
?	Town Codification	\$2,350	\$4,168	\$1,371	\$1,000	\$131	\$164	(\$836)	\$1,000
?	Training and Travel	\$1,227	\$1,227	\$68	\$2,000	\$1,337	\$2,000	\$0	\$2,400
		\$654,301	\$669,343	\$774,880	\$792,085	\$642,657	\$852,821	\$60,736	\$837,029

# Town of James Island

## Elected Officials Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Salaries	\$50,000	\$50,884	\$49,982	\$61,250	\$43,077	\$53,846	(\$7,404)	\$70,000
?	Benefits, Taxes & Fees	\$53,382	\$58,850	\$61,180	\$70,528	\$50,508	\$63,135	(\$7,393)	\$80,092
?	Mayor Expense	\$420	\$690	\$841	\$1,000	\$562	\$1,000	\$0	\$1,000
?	Council Expenses	\$200	\$71	\$2,000	\$2,000	\$1,078	\$2,000	\$0	\$2,000
?	Mobile Devices	\$410	\$469	\$152			\$0	\$0	
		\$104,412	\$110,964	\$114,155	\$134,778	\$95,225	\$119,981	(\$14,797)	\$153,092

## General Operations Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Salaries	\$335,711	\$281,367	\$333,502	\$594,102	\$350,912	\$438,640	(\$155,462)	\$478,000
?	Benefits, Taxes & Fees	\$117,836	\$107,259	\$129,433	\$252,641	\$136,459	\$170,574	(\$82,067)	\$191,000
		\$453,547	\$388,626	\$462,935	\$846,743	\$487,371	\$609,214	(\$237,529)	\$669,000

# Town of James Island

## Public Works (STORMWATER OPERATIONS) Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	Dues and Subscriptions	\$218	\$238	\$353	\$725	\$468	\$725	\$0	\$725	
?	Mobile Devices	\$981	\$621	\$39	\$1,100	\$0	\$0	(\$1,100)	\$0	
?	Emergency Management	\$9,744	\$9,287	\$49,329	\$26,000	\$10,357	\$9,000	(\$17,000)	\$20,000	
?	Groundskeeping	\$73,937	\$66,810	\$63,147	\$70,000	\$40,005	\$70,000	\$0	\$45,000	
?	Tree Maintenance and Care		\$1,355	\$8,110	\$10,000	\$360	\$10,000	\$0	\$10,000	
?	Mileage Reimbursement		\$23	\$0	\$300	\$0	\$300	\$0	\$100	
?	Public Outreach		\$20	\$0	\$250	\$0	\$250	\$0	\$300	
?	Projects	\$65,579	\$80,023	\$50,961	\$50,000	\$18,305	\$50,000	\$0	\$68,000	
?	Signage		\$2,070	\$2,467	\$4,000	\$2,644	\$2,500	(\$1,500)	\$4,000	
?	Stormwater expenses					\$576	\$576	\$576	\$0	
?	Supplies	\$4,466	\$2,771	\$7,383	\$8,000	\$4,191	\$8,000	\$0	\$6,000	
?	Asset Management	\$51,585	\$26,569	\$26,024	\$45,000	\$25,349	\$30,000	(\$15,000)	\$30,000	
?	Training and Travel	\$295	\$815	\$1,105	\$2,500	\$0	\$2,500	\$0	\$1,500	
?	Uniform / PPE	\$226	\$339	\$847	\$900	\$0	\$750	(\$150)	\$1,200	
		\$207,031	\$190,941	\$209,765	\$218,775	\$102,255	\$184,601	(\$34,174)	\$186,825	

## Codes and Safety Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	Memberships/Dues				\$250	\$0	\$250	\$0	\$250	
?	Crime Watch Materials		\$273		\$250	\$0	\$0	(\$250)	\$200	
?	Equipment			\$960	\$1,960	\$960	\$1,960	\$0	\$1,000	
?	Mileage Reimbursement				\$100	\$0	\$100	\$0	\$0	
?	Mobile Devices	\$414	\$322		\$700	\$0	\$0	(\$700)	\$0	
?	Animal Control		\$3,000		\$3,000	\$0	\$3,000	\$0	\$2,500	
?	Overgrown Lot Clearing				\$2,000	\$725	\$725	(\$1,275)	\$750	
?	Radio Contract	\$1,368	\$1,368	\$3,192	\$3,200	\$2,394	\$3,192	(\$8)	\$3,200	
?	Supplies	\$856	\$940	\$37	\$250	\$26	\$250	\$0	\$250	
?	Training				\$500	\$0	\$500	\$0	\$800	
?	Uniform / PPE			\$55	\$250	\$0	\$250	\$0	\$250	
?	Unsafe Buildings Demolition		\$11,450		\$10,000	\$0	\$10,000	\$0	\$8,000	
?	Inoperable Vehicle Towing				\$0	\$0	\$0	\$0	\$200	
		\$2,638	\$17,353	\$4,244	\$22,460	\$4,105	\$20,227	(\$2,233)	\$17,400	

# Town of James Island

## Planning and Zoning Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Difference	Proposed Budget for 2024-2025
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	Advertising	\$230	\$809	\$838	\$1,500	\$202	\$1,500	\$0	\$1,500
?	Mobile Devices	\$670	\$24	\$0		\$0	\$0	\$0	\$0
?	Dues and Subscriptions	\$267	\$59	\$0	\$715	\$125	\$715	\$0	\$725
?	Mileage Reimbursement	\$0	\$0	\$0	\$200	\$0	\$200	\$0	\$200
?	Equipment / Software	\$365	\$2,412	\$4,558	\$5,500	\$1,594	\$5,500	\$0	\$4,500
?	Supplies	\$190	\$190	\$332	\$500	\$147	\$500	\$0	\$400
?	Training and Travel	\$90	\$90	\$740	\$1,000	\$431	\$1,000	\$0	\$1,600
?	Uniform / PPE	\$0	\$0	\$0	\$500	\$0	\$0	(\$500)	\$500
?	Planning Commission	\$1,362	\$750	\$450	\$4,000	\$1,012	\$1,265	(\$2,735)	\$3,800
?	Board of Zoning Appeals	\$2,635	\$1,655	\$2,276	\$4,000	\$210	\$263	(\$3,738)	\$3,800
		\$5,809	\$5,989	\$9,194	\$17,915	\$3,721	\$10,943	(\$6,973)	\$17,025

## Building Inspections Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Difference	Proposed Budget for 2024-2025
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		
?	County Contract		\$24,629	\$58,541		\$17,128	\$21,410	\$21,410	\$30,000
?	Mobile Devices	\$660	\$180		\$600			(\$600)	\$600
?	Dues and Subscriptions	\$462			\$1,000	\$180	\$600	(\$400)	\$800
?	Equipment/Software				\$1,500			(\$1,500)	\$300
?	Mileage Reimbursement	\$69			\$500			(\$500)	\$0
?	Supplies	\$65			\$600	\$219	\$219	(\$381)	\$300
?	Travel and Training	\$655			\$1,400	\$100	\$600	(\$800)	\$500
?	Uniform / PPE				\$250			(\$250)	\$200
?	Community Outreach				\$250		\$250	\$0	\$200
		\$1,911	\$24,809	\$58,541	\$6,100	\$17,627	\$23,079	\$16,979	\$32,900

# Town of James Island

## Parks & Recreation Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Dock Street Park M & O		\$7,500					\$0	\$1,000
?	Pinckney Park M & O			\$27				\$0	\$1,000
?	Other Park Maintenance	\$7,444	\$12,309	\$9,086	\$12,500	\$14,413	\$12,500	\$0	\$18,000
?	Special Events	\$1,490	\$939	\$1,994	\$5,000	\$1,677	\$5,000	\$0	\$2,000
?	Youth Sports Program	\$13,225	\$12,325	\$7,915	\$16,000	\$1,766	\$16,000	\$0	\$12,000
		\$22,159	\$33,073	\$19,022	\$33,500	\$17,856	\$33,500	\$0	\$34,800

## Facilities & Equipment Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
?	Equipment/Furniture	\$3,659	\$137	\$1,399	\$5,000	\$1,673	\$5,000	\$0	\$4,000
?	Facilities Maintenance	\$6,198	\$6,444	\$17,286	\$19,800	\$7,071	\$19,800	\$0	\$16,000
?	Generator Maint.		\$3,384	\$1,846	\$2,000	\$1,911	\$2,000	\$0	\$2,000
?	Janitorial	\$7,118	\$9,359	\$14,850	\$12,000	\$10,800	\$13,500	\$1,500	\$13,000
?	Security Monitoring	\$2,112	\$4,160	\$1,151	\$1,500	\$858	\$1,073	(\$428)	\$1,500
?	Street Lights	\$134,802	\$152,868	\$148,403	\$155,000	\$102,142	\$155,000	\$0	\$155,000
?	Utilities	\$32,324	\$34,555	\$28,366	\$35,000	\$16,865	\$21,081	(\$13,919)	\$42,000
?	Vehicle Maint.Expense	\$6,404	\$7,422	\$6,308	\$12,000	\$4,325	\$12,000	\$0	\$12,000
		\$192,617	\$218,329	\$219,609	\$242,300	\$145,645	\$229,454	(\$12,846)	\$245,500

# Town of James Island

## Island Sheriff's Patrol Budget FY 2024-2025

25% to Hospitality

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	ISP Salary	\$244,096	\$183,349	\$225,982	\$186,814	\$156,345	\$195,431	\$8,617	\$270,967	
?	ISP Benefits, Taxes & Fees	\$65,709	\$50,752	\$64,326	\$52,102	\$44,952	\$56,190	\$4,088	\$78,282	
?	ISP Programs & Supplies	\$13,483	\$15,597	\$14,129	\$17,250	\$7,924	\$9,905	(\$7,345)	\$16,650	
?	ISP - Other Security							\$0	\$14,625	
?	ISP - Dedicated Officer Annual Expense	\$28,328	\$70,587	\$65,317	\$147,900	\$19,947	\$80,000	(\$67,900)	\$86,254	
		\$351,616	\$320,285	\$369,754	\$404,066	\$229,168	\$341,526	(\$62,540)	\$466,778	

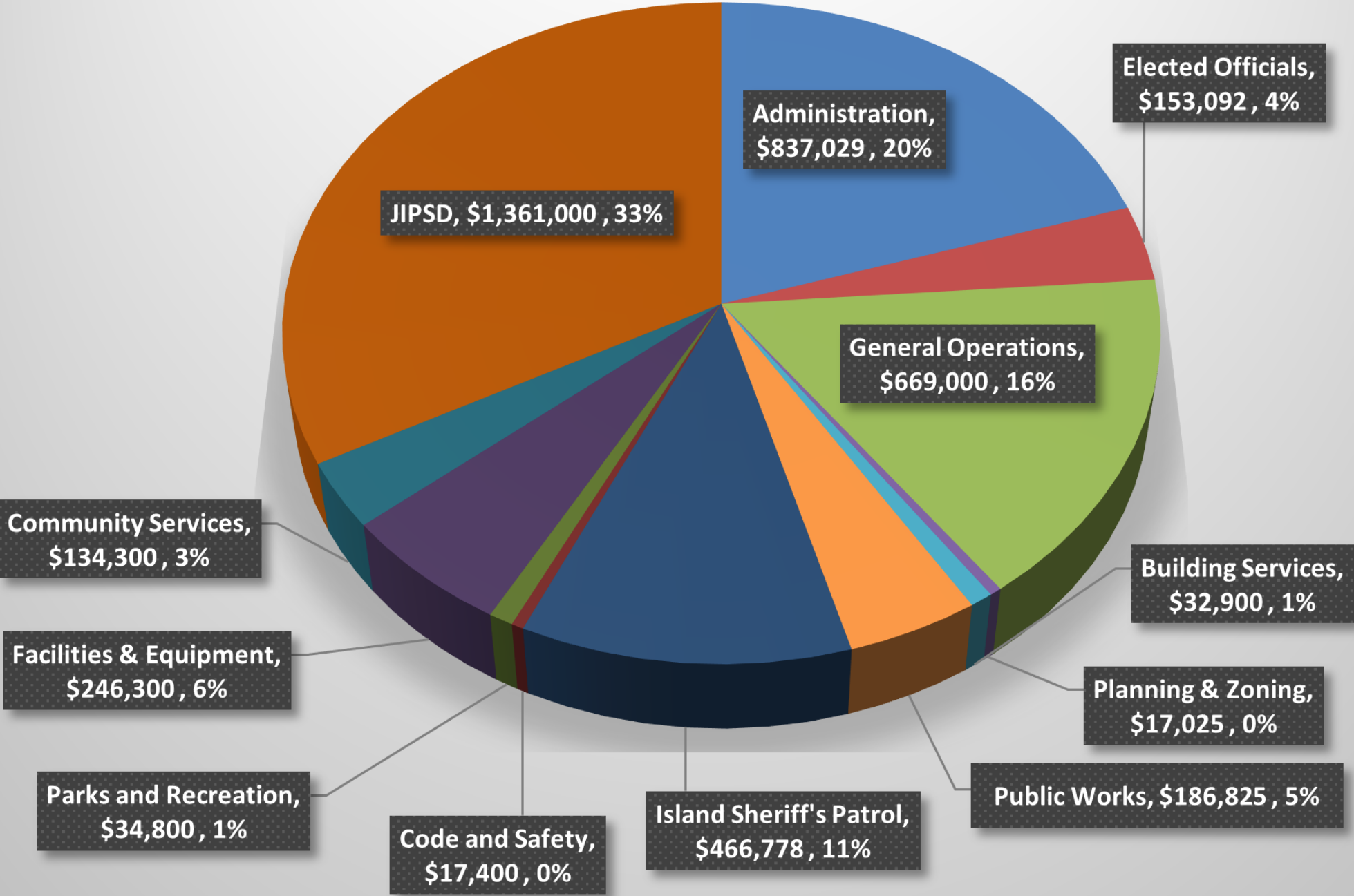
## Community Services Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	Repair Care Program	\$37,799	\$13,300	\$25,137	\$35,000	\$0	\$35,000	\$0	\$40,000	
?	Drainage Council				\$500	\$0	\$500	\$0	\$500	
?	History Council	\$4,344	\$1,884	\$1,565	\$5,000	\$296	\$2,500	(\$2,500)	\$17,000	
?	Neighborhood Council	\$810	\$45	\$2,775	\$3,000	\$1,194	\$3,000	\$0	\$2,800	
?	Business Development Council	\$31			\$500	\$0	\$500	\$0	\$500	
?	James Island Pride	\$1,656	\$1,902	\$2,688	\$3,500	\$298	\$3,500	\$0	\$5,000	
?	Helping Hands	\$340	\$518	\$247	\$500	\$292	\$500	\$0	\$1,500	
?	Tree Council	\$3,290	\$2,067		\$3,500	\$215	\$3,500	\$0	\$5,000	
?	Community Tutoring Programs			\$9,850	\$12,500	\$0	\$12,500	\$0	\$12,000	
?	Community Service Contributions	\$23,750	\$31,000	\$31,905	\$55,000	\$31,100	\$55,000	\$0	\$50,000	
		\$72,020	\$50,716	\$74,167	\$119,000	\$33,395	\$116,500	(\$2,500)	\$134,300	

## Jl Public Safety District Budget FY 2024-2025

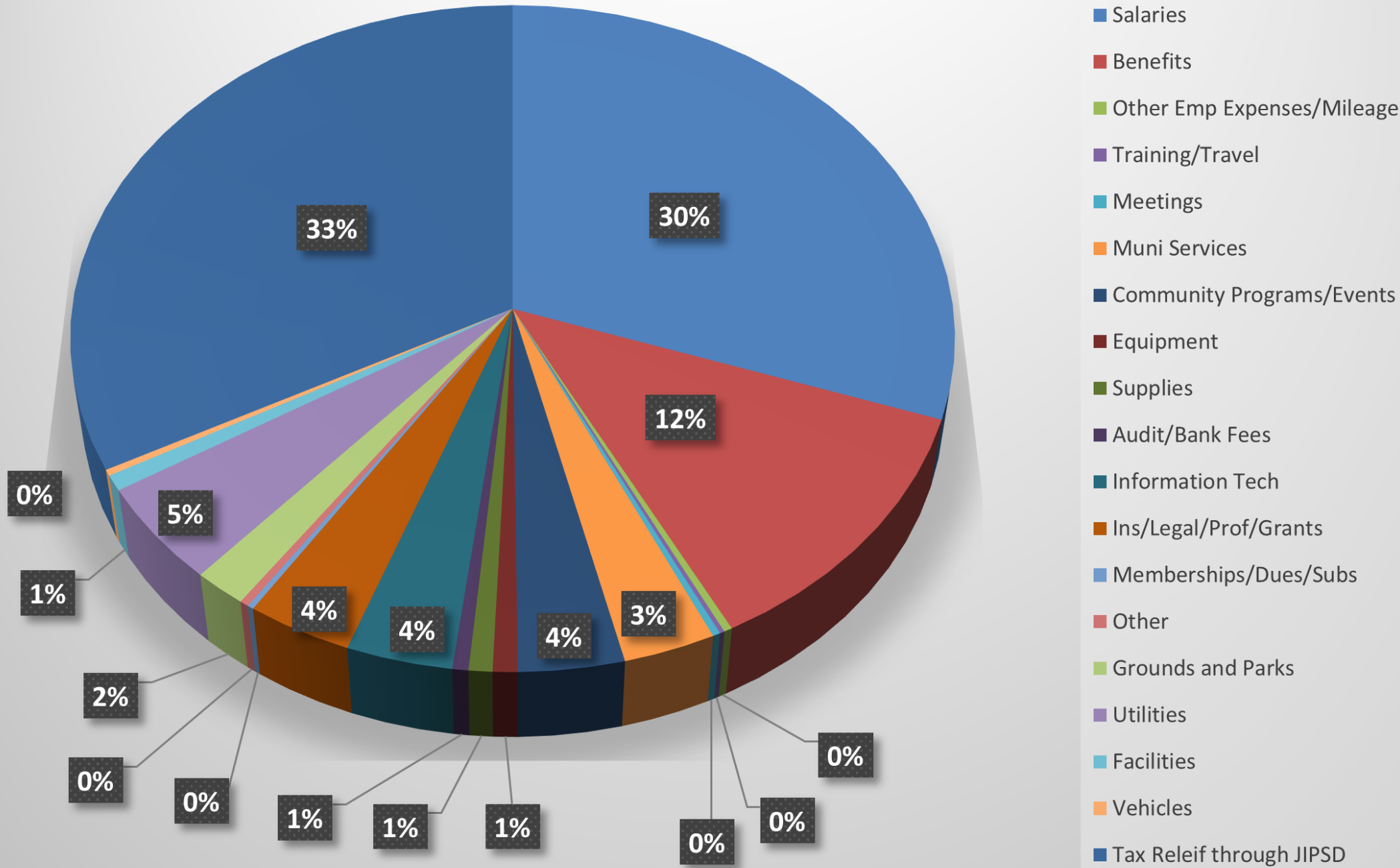
Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March		EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
						75% 2023-2024				
?	Tax Relief	\$900,000	\$1,068,000	\$1,269,996	\$1,284,000	\$963,000	\$1,284,000	\$0	\$1,360,000	
?	Admin Expense						\$0	\$0	\$0	
	Auditor Expense	\$5,000	\$1,000		\$1,000	\$0	\$1,000	\$0	\$1,000	
		\$905,000	\$1,069,000	\$1,269,996	\$1,285,000	\$963,000	\$1,285,000	\$0	\$1,361,000	

# 2024-2025 Budgeted Department Expenses





# 2024-2025 Budgeted Expense Types



# Town of James Island

## Capital Projects Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March				Proposed Budget for 2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Total 5-Year CIP
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate	Difference							
<b>INFRASTRUCTURE</b>															
	1129 Hillman			\$268,182		\$0		\$0							\$0
	Hillman Street Property			\$226,998		\$0		\$0							\$0
	Dills Bluff Sidewalk, Phase III - Seaside to Winborn	\$23,897	\$27,056	\$30,906		\$5,057	\$5,057	(\$5,057)							\$0
	Dills Bluff Sidewalk, Phase IV - Winborn to HBVR				\$250,000	\$953	\$953	\$249,047	\$100,000	\$100,000	\$700,000	\$200,000			\$1,000,000
	Lighthouse Point Sidewalk and Drainage, Phase I		\$55,000			\$0		\$0							\$0
	Regatta Road Sidewalk	\$30,668	\$2,393	\$2,501	\$9,000	\$0	\$9,000	\$0	\$125,000						\$0
	Seaside Lane Sidewalk					\$566	\$566	(\$566)							\$0
	Town Hall - Second Floor				\$45,000	\$0	\$0	\$45,000		\$50,000					\$50,000
	Town Hall Sidewalk Completion to Camp	\$32,885	\$32,885			\$0		\$0							\$0
	Traffic Calming Projects	\$105,937	\$142	\$16,788	\$75,000	\$82,404	\$82,404	(\$7,404)	\$30,000	\$30,000	\$50,000	\$50,000	\$50,000	\$50,000	\$230,000
	Camp Road Sidewalk Completion at Oyster Point	\$27,000	\$27,000			\$0		\$0							\$0
	Nabors Phase I		\$18,100	\$7,400		\$0		\$0	\$20,000	\$80,000	\$135,000				\$215,000
	Honey Hill Road Paving					\$0		\$0	\$58,800						\$0
	Undergrounding Power Lines					\$0		\$0							\$0
	Town Hall Solar Panels		\$31,785	\$52,975		\$0		\$0							\$0
	Other Capital Improvement Projects	\$50,000				\$0		\$0		\$10,000	\$20,000	\$50,000	\$50,000	\$50,000	\$180,000
	RIA Sewer Project (Connections)					\$0	\$0	\$0		\$1,000,000					\$1,000,000
	Additional Sewer Connections									\$500,000					
	Septic Tank Testing		\$2,400	\$36,350	\$110,000	\$14,450	\$14,450	\$95,550	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
	James Island Creek Sewer Infrastructure Match	\$50,000	\$50,000		\$444,000	\$0	\$0	\$444,000		\$444,000					\$444,000
	<b>TOTAL Infrastructure:</b>	<b>\$320,387</b>	<b>\$246,761</b>	<b>\$642,100</b>	<b>\$933,000</b>	<b>\$103,430</b>	<b>\$112,430</b>	<b>\$820,570</b>	<b>\$343,800</b>	<b>\$2,219,000</b>	<b>\$910,000</b>	<b>\$305,000</b>	<b>\$105,000</b>	<b>\$105,000</b>	<b>\$3,144,000</b>
<b>DRAINAGE PROJECTS</b>															
	Lighthouse Point Sidewalk and Drainage, Phase I		\$55,000	\$55,000		\$0		\$0							\$0
	Greenhill / Honey Hill Drainage Phase I-II	\$57,817	\$63,083	\$7,044	\$280,000	\$242,645	\$280,000	\$0							\$0
	Greenhill / Honey Hill Drainage Easements					\$0		\$0							\$0
	Oceanview-Stonepost Drainage Basin, Phases I-II	\$63,500	\$25,966	\$120,016	\$808,000	\$407,796	\$808,000	\$0							\$0
	Woodhaven Drainage Improvements	\$10,100	\$26,200		\$700,000	\$10,500	\$700,000	\$0							\$0
	Quail Run Drainage Improvements		\$22,275		\$735,000	\$738,487	\$738,487	(\$3,487)	\$5,000						\$0
	Hazard Mitigation Project	\$197,933	\$339			\$0		\$0							\$0
	Santee St. Drainage Improvements					\$0		\$0							\$0
	James Island Creek Basin Drainage Improvements	\$32,000	\$109			\$0		\$0	\$15,000	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000	\$115,000
	Drainage Outflow Valve Devices					\$0		\$0		\$10,000	\$20,000				\$30,000
	Highland Ave Drainage Improvements	\$159,750	\$159,750			\$0		\$0							\$0
	Island-Wide Drainage Study					\$0		\$0							\$0
	Drainage Improvement Projects	\$67,173		\$44,253	\$25,000	\$13,935	\$25,000	\$0	\$15,000	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000	\$115,000
	<b>TOTAL Drainage:</b>	<b>\$588,273</b>	<b>\$352,722</b>	<b>\$226,313</b>	<b>\$2,548,000</b>	<b>\$1,413,363</b>	<b>\$2,551,487</b>	<b>(\$3,487)</b>	<b>\$35,000</b>	<b>\$40,000</b>	<b>\$70,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$260,000</b>
<b>CAPITAL EQUIPMENT</b>															
	ISP - Dedicated Officer Initial Expense	\$75,741			\$66,300	\$0	\$0	\$66,300							\$0
	License Plate Recognition Camera - HBVR		\$27,186			\$0		\$0							\$0
	License Plat Recognition Camera					\$0		\$0							\$0
	Security Upgrades					\$0		\$0							\$0
	Public Works Equipment	\$45,028	\$15,328	\$50,259	\$10,000	\$8,915	\$10,000	\$0	\$1,000	\$1,000	\$5,000	\$5,000	\$5,000	\$5,000	\$21,000
	Audio Visual Upgrades			\$13,015	\$68,699	\$56,115	\$68,699	\$0	\$1,000	\$1,000	\$5,000	\$5,000	\$5,000	\$5,000	\$21,000
	<b>TOTAL Equipment:</b>	<b>\$120,769</b>	<b>\$42,514</b>	<b>\$63,274</b>	<b>\$144,999</b>	<b>\$65,030</b>	<b>\$78,699</b>	<b>\$66,300</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$42,000</b>
<b>PARKS AND RECREATION</b>															
	Dock Street Park Improvements		\$7,500	\$533	\$59,000	\$24,525	\$59,000	\$0	\$310,000	\$120,000	\$200,000				\$320,000
	Pinckney Park Improvements	\$50,880	\$14,339			\$0		\$0	\$10,000	\$10,000	\$20,000				\$30,000
	Brantley Park Improvements					\$0		\$0							\$0
	Park Acquisitions					\$0		\$0	\$200,000	\$200,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,200,000
	Park Projects					\$0		\$0							\$0
	Park and Rec Improvements					\$0		\$0							\$0
	<b>TOTAL Parks and Recreation:</b>	<b>\$50,880</b>	<b>\$21,839</b>	<b>\$533</b>	<b>\$59,000</b>	<b>\$24,525</b>	<b>\$59,000</b>	<b>\$0</b>	<b>\$520,000</b>	<b>\$330,000</b>	<b>\$470,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$1,550,000</b>
	<b>TOTAL CAPITAL PROJECTS:</b>	<b>\$1,080,309</b>	<b>\$663,836</b>	<b>\$932,220</b>	<b>\$3,684,999</b>	<b>\$1,606,348</b>	<b>\$2,801,616</b>	<b>\$883,383</b>	<b>\$900,800</b>	<b>\$2,591,000</b>	<b>\$1,460,000</b>	<b>\$615,000</b>	<b>\$415,000</b>	<b>\$415,000</b>	<b>\$4,996,000</b>

**Town of James Island**

Hospitality Tax Capital Projects FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Through March			Proposed Budget for 2024-2025						Total 5-Year CIP		
					Budgeted 2023-2024	75% 2023-2024	EOY 2023-2024 Estimate		Difference	2025-2026	2026-2027	2027-2028	2028-2029		2029-2030	
	Bus Shelters/Bench on Folly Road				\$25,000	\$0		\$25,000								\$0
	Wayfinding Signage			\$3,800		\$0		\$0								\$0
	Camp and Folly -- Signage/Flags				\$35,000	\$0		\$35,000								\$0
	Camp / Folly Landscaping		\$30,000			\$0		\$0								\$0
	Streetscape Lighting at Camp / Dills Bluff					\$0		\$0								\$0
	Rethink Folly Road - Phase I		\$28		\$400,000	\$0	\$400,000	\$0	\$400,000							\$0
	ISP Dedicated Officer Initial Expense				\$22,100	\$0	\$0	\$22,100								\$0
	Rethink Folly Road - Phase II-III					\$0	\$0	\$0	\$30,000							\$0
	Folly Road Beautification	\$950	\$1,657		\$10,000	\$2,500	\$10,000	\$0	\$10,000							\$0
	Pinckney Park	\$418	\$418			\$0		\$0	\$12,500							\$0
	Brantley Park	\$2,080	\$113,027	\$13,033	\$100,000	\$15,425	\$15,425	\$84,575								\$0
	James Island Arts and Cultural Center	\$238,095	\$122,789	\$13,839	\$150,000	\$3,598	\$150,000	\$0	\$150,000							\$0
	James Island Arts and Cultural Center Solar Panels		\$24,446	\$54,629		\$0		\$0								\$0
	1248 Camp Center - Civil & Landscape					\$0		\$0								\$0
	Holiday Lights		\$1,042	\$13,699	\$2,000	\$0	\$2,000	\$0	\$2,000							\$0
	Intersection Improvements at Camp / Dills Bluff					\$0		\$0								\$0
	Other Tourism-Related Projects				\$50,000	\$2,000	\$50,000	\$0	\$50,000							\$0
	Undergrounding Power Lines -Folly Road					\$0		\$0								\$0
	Folly Road Multi-Use Path, Wilton to Ft. Johnson				\$42,000	\$0		\$42,000	\$42,000							\$0
	Park Projects					\$0		\$0	\$100,000							\$0
	Historic Fort Johnson				\$100,000	\$0		\$100,000								\$0
	<b>TOTAL:</b>	\$241,543	\$293,407	\$99,000	\$936,100	\$23,523	\$627,425	\$308,675	\$856,500	\$0	\$0	\$0	\$0	\$0		\$0

**Transfers In:**

Hospitality Tax Fund: \$339,993 \$339,993



# Town of James Island

## Hospitality Tax Budget FY 2024-2025

Fund Code	Line Item	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Budgeted 2023-2024	Through March 75% 2023-2024	EOY 2023-2024 Estimate	Difference	Proposed Budget for 2024-2025
	<b>Hospitality Tax Revenue</b>	<b>\$536,228</b>	<b>\$700,953</b>	<b>\$673,442</b>	<b>\$680,000</b>	<b>\$436,419</b>	<b>\$680,000</b>	<b>\$0</b>	<b>\$690,000</b>
	<b>Hospitality Expenses</b>								
?	The Town Market	\$300	\$169	\$1,669	\$2,000	\$676	\$4,000	\$2,000	\$6,000
?	Guide to Historic James Island			\$4,523	\$5,000			(\$5,000)	\$1,000
?	ReThink Folly Rd - Staff Cost-Sharing	\$22,417	\$31,149	\$18,009	\$20,000	\$71	\$20,000	\$0	\$18,000
?	Santee St. Public Parking Lot	\$29,377	\$29,400	\$30,600	\$34,400	\$31,800	\$34,400	\$0	\$34,000
?	James Island Arts & Cultural Center Operations	\$4,100	\$106,038	\$140,600	\$150,000	\$121,631	\$150,000	\$0	\$170,000
?	James Island Arts & Cultural Center Projects & Events				\$15,000	\$2,476	\$15,000	\$0	\$15,000
?	Promotional Grants	\$4,250	\$7,000	\$9,000	\$10,000	\$10,250	\$10,250	\$250	\$10,000
?	Public Safety of Tourism Areas		\$85,545	\$123,437	\$134,688	\$76,385	\$135,000	\$312	\$155,593
?	Camp and Folly Landscaping Maintenance		\$5,790	\$8,775	\$10,000	\$2,800	\$5,000	(\$5,000)	\$5,000
?	Community Events	\$4,985	\$4,091	\$3,111	\$5,000	\$5,939	\$5,939	\$939	\$6,000
?	Brantley Park Ops	\$2,050	\$800	\$1,700	\$2,400	\$3,263	\$3,263	\$863	\$2,400
?	Entrepreneur and Small Business Support			\$25,500					
	<b>TOTAL Expenses</b>	<b>\$67,479</b>	<b>\$269,982</b>	<b>\$366,924</b>	<b>\$388,488</b>	<b>\$255,291</b>	<b>\$382,852</b>	<b>(\$5,636)</b>	<b>\$422,993</b>
	<b>Current Surplus/Deficit</b>	<b>\$468,749</b>	<b>\$430,971</b>	<b>\$306,518</b>	<b>\$291,512</b>	<b>\$181,128</b>	<b>\$297,148</b>	<b>\$5,636</b>	<b>\$267,007</b>
?	Hospitality Tax Transfer Out to Capital	\$339,993	\$339,993	\$113,287	\$936,100			(\$936,100)	
?	Transfer (out from/ in to) Hospitality Fund Balance	(\$128,756)	(\$90,979)		(\$644,588)			\$644,588	
	<b>Total Hospitality Expenditures (Capital and Current)</b>	<b>\$407,472</b>	<b>\$609,975</b>	<b>\$480,211</b>	<b>\$1,324,588</b>	<b>\$255,291</b>	<b>\$382,852</b>	<b>(\$941,736)</b>	<b>\$422,993</b>
	<b>Hospitality Tax Fund Balance</b>								
	Initial Fund Balance	\$1,161,341	\$1,463,027	\$1,690,431	\$2,444,286	\$2,279,174	\$2,279,174		\$2,576,322
	End Fund Balance	\$1,290,097	\$1,690,431	\$2,279,174	\$1,799,968	\$2,460,302	\$2,576,322		\$2,843,329

	22/23 Actual	23/24 Budget	23/24 YTD	23/24 Estimate	24/25 DRAFT Budget	DIFFERENCE
<b>Tree Fund</b>						
Tree Mitigation Revenue	85,600	500			500	-
Tree Mitigation Expense	4,712	1,200	23,250	39,857	1,200	-
Change in Balance		(700)	(23,250)		(700)	-
Initial Balance		80,488	80,488	80,488	40,631	(39,857)
Ending Balance	80,488	79,788	57,238	40,631	39,931	(39,857)

DRAFT

	22/23 Actual	23/24 Budget	23/24 YTD	23/24 Estimate	24/25 DRAFT Budget	TOTALS
<b>American Rescue Plan</b>						
Revenue						
Expense		2,795,955	1,597,430	2,795,955	0	
Transfer Out to Capital Projects		2,795,955	1,597,430	2,795,955	0	
Change in Balance		2,795,955	1,198,525	0	0	
Initial Balance		2,795,955		2,795,955	0	
Ending Balance		0	1,198,525	0	0	

DRAFT

	22/23 Actual	23/24 Budget	23/24 YTD	23/24 Estimate	24/25 DRAFT Budget	DIFFERENCE
<b>Accomodations Tax Fund</b>						
Accomodations Tax Revenue		77,000	24,925	75,000	75,000	(2,000)
Local Accomodations Tax Revenue		1,500	914	2,000	2,000	500
						-
Accomodations Current Expense						-
						-
Promotional Grants (30%)		14,850		14,850	14,850	-
Tourism-Related Events (65%) (WAS COMMUNITY EVENTS)						-
Tourism-Related Advertising (65%)		34,650		34,650	76,050	41,400
						-
Local ATAX Expense				2,000	2,000	2,000
<b>TOTAL Current Expense</b>						-
<b>Current Surplus/Deficit</b>						-
						-
Accomodations Tax Transfer Out to GF (25k plus 5%)		25,000		27,500	27,500	2,500
						-
						-
Total Accomodations Expenditures (Capital and Current)						-
						-
<b>Accomodations</b>						-
Initial Fund Balance		41,400				(41,400)
End Fund Balance						-

	22/23 ACTUAL	23/24 BUDGET	23/24 ESTIMATE	24/25 BUDGET	Difference
<b>Stormwater</b>					
Stormwater Revenue		63,000		63,000	
Stormwater Expense					
Transfer Out to Capital Projects		0			
Change in Balance		63,000			
Initial Balance		530,190		566,432	
Ending Balance		593,190		629,432	

DRAFT



**AN ORDINANCE**

**AN ORDINANCE AMENDING THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE, NUMBER 2013-07: (EXHIBIT A): GENERAL PROVISIONS - GRAND TREE DEFINITION: SECTION 153.013; SUBDIVISIONS - TREE PRESERVATION: SECTION 153.309; DEVELOPMENT STANDARDS - TREE PROTECTION: SECTION 153.334.**

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 153.013, 153.309, and 153.334 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 153.013, 153.309, and 153.334 and is attached hereto as "Exhibit A", and made a part of this Ordinance by reference.

**SECTION III. SEVERABILITY**

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

**SECTION IV. EFFECTIVE DATE**

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

ADOPTED and APPROVED in meeting duly assembled this 20<sup>th</sup> June, 2024

TOWN OF JAMES ISLAND COUNCIL

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

ATTEST:

By: \_\_\_\_\_  
Frances Simmons  
Town Clerk of the Town of James Island

First Reading:        May 16, 2023  
Public Hearing        June 20, 2023  
Second Reading:     June 20, 2023

## “EXHIBIT A”

### GENERAL PROVISIONS

#### § 153.013 DEFINITIONS.

**GRAND TREE.** All species of tree measuring **24 18** inches or greater diameter breast height (DBH) except pine and sweet gum.

### SUBDIVISION REGULATIONS

#### § 153.309 TREE PRESERVATION; GRAND TREES.

(A) *Definition.* For this and all sections regarding the protection of **GRAND TREES**, the meaning shall be for all trees except pine and sweet gum having a diameter at breast height of **24 18** inches or greater.

### DEVELOPMENT STANDARDS

#### § 153.334 TREE PROTECTION AND PRESERVATION.

**GRAND TREE.** Any species of tree measuring **24 18** inches or greater diameter breast height (DBH) except pine and sweet gum. All **GRAND TREES** are prohibited from removal unless a grand tree removal permit is issued.

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )        **CONSTRUCTION, ACCESS AND  
  )        MAINTENANCE EASEMENT  
  )        AGREEMENT**

**THIS CONSTRUCTION, ACCESS AND MAINTENANCE EASEMENT AGREEMENT** (this “*Agreement*”) is made and entered into this 27<sup>th</sup> day of February, 2024, by and between the **SUNSHINE MANAGEMENT GROUP, LLC**, (the “*Grantor*”) and the **TOWN OF JAMES ISLAND**, a municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, (the “*Town*”) as **Grantee**.

**WHEREAS**, the Grantor is the owner of that certain parcel of real property, together with the improvements thereon, commonly known as **1249 Stone Post Road**, located at the corner of Fort Johnson Rd. and Stone Post Road, being situated in the Town of James Island, City and County of Charleston, State of South Carolina, bearing Charleston County TMS No. 428-02-00-044, and identified as tract “25” on the attached Exhibit A (the “*Property*” or the “*Servient Parcel*”)

**WHEREAS**, a stone entrance monument (the “*Monument*”), as pictured on the attached Exhibit B, is currently situated within the public right of way adjacent to the Property;

**WHEREAS**, Charleston County is desirous of constructing right of way improvements at the intersection of Fort Johnson Road (S-94) and Camp Road (S-28) (the “*Project*”), which will necessarily require the Monument to be relocated;

**WHEREAS**, to assist the County of Charleston with the Project, the Town is desirous of relocating the Monument onto a portion of the Grantor;

**WHEREAS**, the Town is also desirous of maintaining said Monument as well as that portion of the Property upon which the Monument is to be relocated, as more fully set forth herein;

**WHEREAS**, in order to accomplish these objectives, the Town must obtain a construction, access, and maintenance easement from the Grantor permitting ingress and egress, construction, building, and maintenance to, from, over and upon a portion of the Property; and

**WHEREAS**, the Grantor is desirous of cooperating with the Town and is minded to grant unto it a construction, access, and maintenance easement in and to a portion of the Property, all as more particularly set forth below.

**NOW, THEREFORE**, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be derived by the Project, the parties hereto agree as follows:

1. **Recitals.** The “whereas” clauses above are incorporated herein by reference and made a part of this Agreement as if restated in full.

**2. Grant of Easement.** **SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS HEREAFTER SET FORTH,** Grantor does hereby declare, impose, and burden the Servient Parcel, and does hereby grant and convey unto Grantee and Grantee's successors, employees, agents and vendors, a permanent, non-exclusive easement (the "***Easement***") over, across and upon that certain portion of the northwest corner of the Servient Parcel as shown and outlined in red on Exhibit C (the "***Easement Area***") which is attached hereto and made a part hereof by reference for the installation, construction, relocation, maintenance, and repair of the Monument upon the Servient Parcel within the Easement Area, and for the related landscaping, maintenance, and repair of the Easement Area. The Easement shall be non-exclusive, permanent, and commercial in nature.

**TO HAVE AND TO HOLD,** all and singular, subject to the terms, conditions and restrictions set forth herein, the aforesaid Easement unto Grantee, its successors and assigns hereunder.

**3. Use.** The Easement shall be used by Grantee and its employees, vendors, successors and assigns (collectively referred to as "Grantee"), solely for the following purposes, and for no other, unless expressly agreed to in writing by Grantor:

- a. The Grantee's right of construction upon the Easement Area for the relocation and installation of the Monument.
- b. The Grantee's right of ingress and egress and access on, under and through the Easement Area for construction, periodic inspection, maintenance, repair and replacement of the Monument from time to time, as needed.
- c. The Grantee's right of ingress and egress and access on, under and through the Easement Area for landscaping, maintenance and repair of the Easement Area from time to time, as needed.

**4. Relocation and Installation of Monument.** Grantee, at its sole cost and expense, shall be responsible for the relocation and installation of the Monument from its current location to the Easement Area in the approximate location shown on Exhibit C. Any and all construction and work related to the relocation and installation of the Monument within the Easement Area shall be performed in a workmanlike fashion and in compliance with all applicable laws, ordinances, and regulations, with Grantee being responsible for obtaining necessary permits and/or government or agency approvals as may be required.

**5. Maintenance and Repair of Monument.** Grantee, at its sole cost and expense, shall be solely responsible for the periodic inspection, maintenance, repair, and/or replacement of the Monument from time to time, as needed. Grantee shall perform all inspections, maintenance, and repairs in a workmanlike fashion and in compliance with all applicable laws, ordinances, and regulations, with Grantee being responsible for obtaining necessary permits and/or government or agency approvals as may be required.

6. **Landscaping, Maintenance and Repair of the Easement Area.** Grantee agrees that it shall, at its sole cost and expense, regularly clean, inspect, maintain and repair the Easement Area and keep the same in good order, repair, safe and clean, in a manner commensurate with the improvements located on the remainder of the Property. Grantor shall have no responsibility to clean, inspect, maintain or repair the Easement Area, except as otherwise specifically provided for herein. Periodic mowing, edging, and cleaning by Grantor shall not be deemed a waiver of this provision. If the Easement Area, the Property, or any improvements thereon or therein shall be disturbed by the Grantee's construction, installation, maintenance, repair, or replacement of the Monument, the Grantee, at Grantee's sole cost and expense shall restore the same to the condition that existed just prior to such disturbance.

7. **Notice.** Any notice, demand, request, or other communication required hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; or (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid). Any notice, demand, request, or communication to Grantor or Grantee shall be addressed as follows:

To: Sunshine Management, LLC  
1249 Stone Post Road  
Charleston, SC 29412

To: Town of James Island:  
Town of James Island

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Miscellaneous:**

- a. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective successors and assigns.
- b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties only as it relates to the creation of an easement for access, construction, and maintenance, and may not be amended, waived or discharged except by instrument in writing executed by both parties hereto.
- c. **Severability.** The validity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part thereof, and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.
- d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

- e. Enforcement. In any legal or equitable action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication, shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- f. Recordation. The Parties hereto intend for this Agreement to be recorded in the Register of Deeds Office for Charleston County, South Carolina.
- g. Indemnification. Grantee shall indemnify and hold harmless Grantor, its officials, officers, employees, agents, successors and assigns, against all claims, causes of action, demands, costs and damages incurred by or imposed on Grantor arising out of or related to Grantee's exercise of the easement rights, or Grantee's failure to perform those obligations, set forth herein.
- h. Insurance: At all times Grantee shall maintain a General Liability Insurance Policy naming Grantor, its heirs, successors and assigns as additional insureds in the event of loss or injury to person or property arising from the actions of the Grantee, its patrons, employees, agents or invitees within the Easement Area, said policy to be in an amount providing not less than One Million Dollars (\$1,000,000) coverage per occurrence.

Further, Grantor shall have no obligation to insure the Monument, and any insurance coverage requirements related to the Monument, or any increase in ad valorem taxes assessed to the Property as a direct result of the installation of the Monument upon the Property, shall be the obligation of Grantor, at its sole cost and expense.

- i. Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property or the Easement Area to the general public or for any general public use or purpose whatsoever, it being the intention of the parties hereto that nothing in this Agreement, whether expressed or implied, shall confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
- j. Assignment. The rights granted to Grantee by this Agreement shall not be assigned to any other person or entity without the express written permission of Grantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]







# EXHIBIT A



FOR INFORMATION ONLY

NO.	BY	DATE	DESCRIPTION OF REVISION
1			
2			
3			
4			

CHARLESTON COUNTY  
TRANSPORTATION DEVELOPMENT

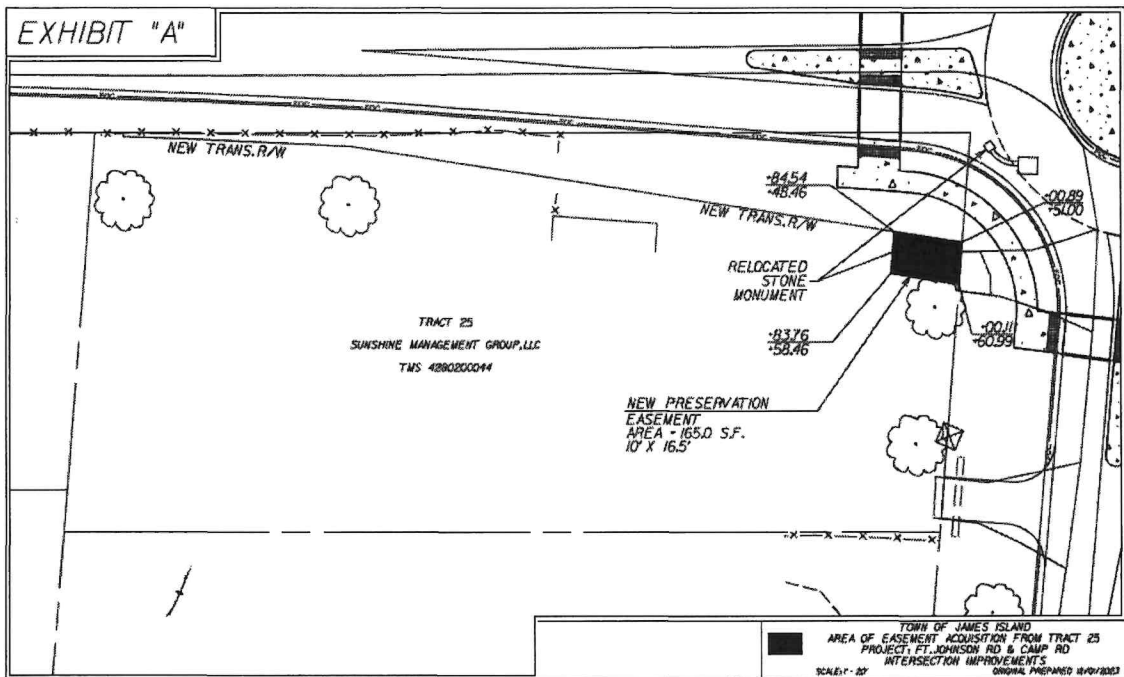
PROPERTY STRIP MAP  
S-28 (CAMP ROAD) AT S-94 (FORT JOHNSON ROAD)  
INTERSECTION IMPROVEMENTS

SHEET 44      SCALE: 1" = 80'

**EXHIBIT B**  
**(Monument to be Relocated)**



**EXHIBIT C**  
**(Drawing depicting Proposed Monument Relocation Area)**  
**(Easement Area in black)**



## Kristen Crane

---

**From:** Martha E. Lundstrom <Martha.Lundstrom@bishopgadsden.org>  
**Sent:** Sunday, May 5, 2024 1:11 PM  
**To:** Kristen Crane  
**Cc:** Brook Lyon  
**Subject:** RE: RE: Support for the new 18 inch DBH Grand Tree definition

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

---

**From:** Martha E. Lundstrom  
**Sent:** Sunday, May 5, 2024 1:04 PM  
**To:** kcrane@jamesislandsc.us  
**Cc:** blyon@jamesilandsc.us  
**Subject:** RE: Support for the new 18 inch DBH Grand Tree definition

Kristen Crane,

This email is in support of protecting trees on James Island by adopting the new 18 inch DBH Grand Tree definition. I have lived in Parrot Creek since 1994 and since retiring from Bon Secours Saint Francis Hospital I work part time at Bishop Gadsden on Camp Road. When the weather is hot the drive either to work or to home via Ft. Johnson Road and Camp Road is made very enjoyable due to the canopy of trees on both roads. No matter how hot or how long my car has sat in the sun it cools so quickly that I can often turn off the AC! I support any measure that will save our trees. ☺

Mardy Lundstrom  
591 Crowned Kinglet Retreat  
James Island, SC 29412

**BISHOP GADSDEN CONFIDENTIALITY NOTICE** This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error please notify the sender immediately.

**Kristen Crane**

---

**From:** Paul S Cantrell <pcantrell@gmail.com>  
**Sent:** Tuesday, May 7, 2024 11:02 AM  
**To:** Kristen Crane  
**Cc:** Brook Lyon  
**Subject:** TOJI 9 May 2024 Planning Commission Comment

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

Good morning,  
I am writing in support of the following Planning Commission agenda item:

- VIII. PROPOSED AMENDMENTS TO THE TOWN OF JAMES ISLAND ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE (ZLDR) INCLUDING:**
- a. General Provisions, Grand Tree Definition (153.013): Changing definition of grand tree from 24" DBH to 18" DBH**
  - b. Subdivisions, Tree Preservation (153.309): Changing definition of grand tree from 24" DBH to 18" DBH**
  - c. Development Standards, Tree Protection (153.334): Changing definition of grand tree from 24" DBH to 18" DBH**

This is a great change to protect more grand trees on James Island!

Thank you!  
Paul Cantrell  
1163 E and West Road  
James Island

He's the kind of a guy who lights up a room just by flicking a switch

.....  
..... (·) / (·)

§ Please consider the environment before printing this email

## Kristen Crane

---

**From:** Stanley Kozokowski <stanleykozikowski@gmail.com>  
**Sent:** Tuesday, May 7, 2024 9:20 AM  
**To:** Kristen Crane  
**Cc:** Brook Lyon  
**Subject:** Re: Change tree size 24 to 18

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

Our address is  
1059 Quail Drive  
James Island  
Sent from my iPhone

> On May 7, 2024, at 9:08 AM, Kristen Crane <kcrane@jamesislandsc.us> wrote:

>

> Thank you! Received.

>

> Would you mind including your address, please?

>

> Kristen Crane

>

> -----Original Message-----

> From: Stanley Kozokowski <stanleykozikowski@gmail.com>

> Sent: Monday, May 6, 2024 11:17 PM

> To: Kristen Crane <kcrane@jamesislandsc.us>

> Cc: Brook Lyon <blyon@jamesislandsc.us>

> Subject: Change tree size 24 to 18

>

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

>

>

>

> Hi Kristin

> I support the change of tree diameter from 24 to 18 Thank Stan Sent from my iPhone



To whom it may concern,

My name is Natalie Rumph, I'm a sitting member of The James Island Tree Advisory Council, a horticulturist, a local no-till flower farmer, and owner of a landscaping business with a commitment to sustainable practices. I'm writing today to address the proposed ordinance to decrease the protected size of tree removal from 24 to 18 inches in diameter. I believe this is in fact to the benefit of all parties making this a value added piece of legislation. The decreased trunk diameter will preserve more trees on a development site which will result in a more continuous canopy cover for that site, maintain the character of the community and possibly reduce the necessity for developments to plant more juvenile trees and maintain their survival for 3 to 5 years.

Not only does this proposed ordinance provide more flexibility to any future developments to James Island, it allows those developments to conscientiously contribute to the preservation to the community in which they wish to develop.

Additionally, James Island has a distinct character and esthetic which is a cornerstone to a community that values mature trees and canopy cover; protecting a smaller tree diameter of slow growing trees would establish and protect this character and esthetic for generations to come.

Thank You,  
Natalie Rumph  
1108 Mariner Drive  
Charleston, SC 29412

## Kristen Crane

---

**From:** Maegan Bonow <mbonow1011@yahoo.com>  
**Sent:** Tuesday, May 7, 2024 11:42 AM  
**To:** Kristen Crane  
**Subject:** Re: Tree diameter

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

1319 Teal Avenue  
Charleston, SC 29412

> On May 7, 2024, at 11:29 AM, Kristen Crane <kcrane@jamesislandsc.us> wrote:

>

> Thank you! Would you mind please including your address?

>

> Kristen Crane

>

> -----Original Message-----

> From: Maegan Bonow <mbonow1011@yahoo.com>

> Sent: Tuesday, May 7, 2024 10:23 AM

> To: Kristen Crane <kcrane@jamesislandsc.us>; Brook Lyon <blyon@jamesislandsc.us>

> Subject: Tree diameter

>

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

>

>

>

> Hello,

>

> I am writing to let you know that myself and my family are in support of the new 18" DBH Grand Tree definition. Please let us save more trees on our gorgeous island.

>

> Thank you!

>

> Maegan Brown

## Kristen Crane

---

**From:** Melanie Lovell <melanielovell@gmail.com>  
**Sent:** Tuesday, May 7, 2024 2:48 PM  
**To:** Kristen Crane; Brook Lyon  
**Subject:** Support of the 18 inch DBH Grand Tree Definition

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

Dear Planning Director Crane and Mayor Lyon:

I am writing to express my strong support for the proposal to lower the minimum diameter requirement for protected trees from 24 inches to 18 inches. The current ordinance allows developers to clear-cut large swathes of land by simply removing any trees under the current threshold.

Trees are vital to the health and beauty of James Island. They provide numerous benefits, including:

- Improved air and water quality: Trees absorb pollutants and release oxygen, filtering the air we breathe. Their root systems help filter rainwater, preventing runoff and erosion.
- Reduced energy costs: Trees provide shade, lowering building temperatures in the summer and reducing reliance on air conditioning.
- Habitat for wildlife: A diverse range of trees supports a healthy ecosystem for birds, insects, and other animals.
- Increased property values: Studies consistently show that homes with mature trees have higher property values.

Protecting only trees that are 24 inches or larger in diameter disregards the importance of younger, developing trees. These younger trees will become the larger, valuable trees of the future, and a healthy ecosystem requires a variety of age classes within a species. Additionally, a wider variety of tree species in different size ranges promotes biodiversity and resilience against pests and diseases.

By lowering the minimum diameter threshold to 18 inches, the Commission can take a significant step towards ensuring a sustainable future for James Island. This change will encourage developers to plan their projects around existing trees, promoting a more balanced approach to growth.

I urge you to approve this proposal and prioritize the protection of our valuable tree canopy.

Thank you for your time and consideration.

Sincerely,

Melanie Lovell  
1168 Wyndham Road

## Kristen Crane

---

**From:** dawnyankees <dawnyankees@gmail.com>  
**Sent:** Tuesday, May 7, 2024 4:44 PM  
**To:** Kristen Crane  
**Subject:** Grand trees

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

Writing in support of the new 18 inch DBH Grand tree definition.  
Thank you

Dawn Aldieri  
1057B seaside lane  
29412

Sent from my T-Mobile 5G Device

## Kristen Crane

---

**From:** Patrick Bucher <patrickhbucher@yahoo.com>  
**Sent:** Tuesday, May 7, 2024 8:27 PM  
**To:** Kristen Crane; Brook Lyon  
**Subject:** preserve more trees in James Island

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

in favor of SUPPORTING the new 18 inch DBH Grand Tree definition

Thank You,

Patrick Bucher  
1350 Sea Aire Dr

## Kristen Crane

---

**From:** Brooke Czwartacki <brookeczwa@gmail.com>  
**Sent:** Wednesday, May 8, 2024 10:21 AM  
**To:** Kristen Crane; Brook Lyon  
**Subject:** DBH Grand Tree ordinance

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

Good morning,

I am writing to you in support of changes to the proposed grand tree zoning ordinance in the Town of James Island that will redefine the definition of a grand tree by reducing the diameter at breast height from 24 inches to 18 inches. I have lived on the Island since 2008 and have seen the landscape change drastically with the addition of many neighborhoods. While I am certain we will see more changes over the near term, the loss of our forested parcels containing large trees is most alarming. The clearcutting practices have drastically changed the hydrology of the island by increasing runoff and flooding and reducing natural groundwater recharge areas. Large trees move more water than small trees, and preserving larger diameter trees (18 inches) in development plans will promote more rainfall infiltration to naturally alleviate localized flooding. I understand that this ordinance will not limit the amount of trees that can be removed, but by requiring a permit and/or appeals process for these larger trees it could make land developers rethink their plans to include larger trees in landscape design plans.

Thanks for the opportunity to comment on this matter.

Brooke Czwartacki  
1344 Sea Aire Drive  
Charleston, SC 29412

## Kristen Crane

---

**From:** jenny welch <jerdone@gmail.com>  
**Sent:** Wednesday, May 8, 2024 9:57 AM  
**To:** Kristen Crane  
**Cc:** Brook Lyon  
**Subject:** 18 Inches Amendment For the Win!

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

Good morning to the members of Planning Commission,

I am asking that you amend the tree ordinance to protect trees that are 18 inches in diameter on James Island. Currently, the tree ordinance is 24 inches and most tree species will never grow that large but still deserve to be protected (or at least stand a good fight by having to get a variance for removal).

Trees and tree variety is crucial to the wellbeing of our Town. With the current 24 inches, it seems like it mostly caters to our ancient live oaks. This is wonderful as we love our live oaks! However, I also really love magnolias, dogwoods, maples, pecans, etc. but they often don't ever reach 24 inches and, therefore, are not protected by our ordinance. Tree variety is crucial because it helps protect against disease spreading amongst our trees and wiping them all out. Different species have their various strengths and purposes and deserve to remain standing even though they don't fit the bill of 24 inches.

We all know that flooding is rampant on our island. We are seeing it after each and every rain storm that hits us. We need every tree possible to help mitigate the flood waters. We have seen it happen time and time again on our island when a developer comes in and is able to clear cut a piece of land due to our current and very weak ordinance and, poof, suddenly nearby houses and yards are flooding where they have never flooded before. We need trees on our island to help us stay afloat.

Sometimes, I feel like people view trees as nuisances because they are often "in the way" of some type of human improvement or project. I feel quite differently about our trees. They are life. They are joy. They are nature. And they are the key to balance and any quality of life remaining on James Island.

I appreciate you reading this and taking the time to truly examine how critical a strong tree ordinance is for our Island.

Sincerely,

Jenny Welch

1163 East and West Road

## Kristen Crane

---

**From:** ruby kvestad <kvestadr@yahoo.com>  
**Sent:** Wednesday, May 8, 2024 9:38 AM  
**To:** Kristen Crane  
**Subject:** Re: Tree Ordinance Revision

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

Good morning!

Boy has this been a huge mess!

I'm definitely for the Town of James Island voting YES to change the tree ordinance from 24" to 18" DBH to save our island.

Our flooding is out of control and cutting the large trees down (our sponges) is not the way to go!

The insane continuing building is out of control.

Could you please send this to the other Planning Committee members.

Thank you for your assistance with this matter.

Sincerely,

Ruby Kvestad

1277 Hampshire Rd.

White House Plantation

Sent from my iPhone Ruby Kvestad

> On May 8, 2024, at 9:12 AM, Kristen Crane <kcrane@jamesislandsc.us> wrote:

>

> Good Morning, I don't see any words in your email, would you mind please trying again?

>

> Kristen Crane

>

> -----Original Message-----

> From: ruby kvestad <kvestadr@yahoo.com>

> Sent: Tuesday, May 7, 2024 8:06 PM

> To: Kristen Crane <kcrane@jamesislandsc.us>

> Cc: Brook Lyon <blyon@jamesislandsc.us>

> Subject: Tree Ordinance Revision

>

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

>

>

>

> Sent from my iPhone Ruby Kvestad



## Kristen Crane

---

**From:** ali paquette <alipaq93@live.com>  
**Sent:** Wednesday, May 8, 2024 9:21 AM  
**To:** Kristen Crane  
**Cc:** Brook Lyon  
**Subject:** Re: Tree Ordinance to 18 inches

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

Yes!  
Sent from my iPhone

> On May 8, 2024, at 9:13 AM, Kristen Crane <kcrane@jamesislandsc.us> wrote:

>  
> Thank you. Are you in support of the amendment?

>  
> Kristen Crane

>  
> -----Original Message-----  
> From: ali paquette <alipaq93@live.com>  
> Sent: Wednesday, May 8, 2024 9:12 AM  
> To: Kristen Crane <kcrane@jamesislandsc.us>  
> Cc: Brook Lyon <blyon@jamesislandsc.us>  
> Subject: Re: Tree Ordinance to 18 inches

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

>  
>  
>  
> 46 Crosscreek Dr 29412 😊  
> Sent from my iPhone

>> On May 8, 2024, at 9:10 AM, Kristen Crane <kcrane@jamesislandsc.us> wrote:

>>  
>> Thank you for your email. Would you mind including your address, please?

>>  
>> Kristen Crane

>> -----Original Message-----  
>> From: ali paquette <alipaq93@live.com>  
>> Sent: Wednesday, May 8, 2024 9:05 AM  
>> To: Kristen Crane <kcrane@jamesislandsc.us>; Brook Lyon <blyon@jamesislandsc.us>  
>> Subject: Tree Ordinance to 18 inches

>>

## Kristen Crane

---

**From:** Corie Hipp <corie@coriehipp.com>  
**Sent:** Wednesday, May 8, 2024 10:55 AM  
**To:** Kristen Crane  
**Cc:** Brook Lyon; Frances Simmons  
**Subject:** Tree Description, Protection, Preservation for Planning Commission

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

Dear Kristin,

I hope you are well! I cannot be physically present tonight, but please put my letter on the record.

I am writing regarding the amendments to the James Island Zoning and Land Development Regulations. I am in SUPPORT of changing the definition of a grand tree from 24 to 18 inches DBH. I urge Planning Commission (and then consequently also Town Council) to please recall the many reasons we fought so hard to establish the Town of James Island in the first place. Revisiting the details as to what constitutes a grand tree will not just "save trees", but these more stringent codes to protect trees will continue to preserve the island's character for generations to come.

Thanks!

Corie Hipp  
600 Bootlegger Lane 29412  
843.327.2213

--

**Corie Hipp**  
The Corinne Company, LLC  
p 843.327.2213  
e corie@coriehipp.com

## Kristen Crane

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**From:** Ashley Brown <wavepaddlerashley@gmail.com>  
**Sent:** Wednesday, May 8, 2024 10:58 AM  
**To:** Kristen Crane  
**Subject:** Re: Vote yes on reducing tree size to 18"

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

Hi Kristen- 531 Sweetbay Rd.  
Anything else I can help with?

Ashley

On Wed, May 8, 2024 at 10:55 AM Kristen Crane <kcrane@jamesislandsc.us> wrote:

Thank you. Would you mind please including your address?

Kristen Crane

---

**From:** Ashley Brown <wavepaddlerashley@gmail.com>  
**Sent:** Wednesday, May 8, 2024 10:38 AM  
**To:** Brook Lyon <blyon@jamesislandsc.us>; Kristen Crane <kcrane@jamesislandsc.us>  
**Subject:** Vote yes on reducing tree size to 18"

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

Hi Mayor-

Please vote yes on changing the tree ordinance to 18"

Please don't pave paradise and put up a parking lot.

Thank you very much,

Ashley Brown

JI town resident

**Kristen Crane**

---

**From:** James Cook <cookjh@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:29 AM  
**To:** Kristen Crane  
**Cc:** Brook Lyon  
**Subject:** Re: Tree ordinance

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

My address is 1120 Fort Lamar Rd., Charleston, SC 29412

On Wed, May 8, 2024 at 11:15 AM Kristen Crane <kcrane@jamesislandsc.us> wrote:

Thank you. Would you mind please including your address?

Kristen Crane

---

**From:** James Cook <cookjh@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:12 AM  
**To:** Brook Lyon <blyon@jamesislandsc.us>; Kristen Crane <kcrane@jamesislandsc.us>  
**Subject:** Tree ordinance

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

Dear town council members, I write in support of the better tree ordinance which will redefine a grand tree's diameter to 18 inches DBH. Our island needs to protect the trees which are vital to the integrity of James Island. Our trees provide habitat for the biodiversity of our island, improve air quality by reducing carbon emissions, their root systems prevent erosion and reduce flooding, and their beauty is the appeal of living on our island. We need to protect trees 18 inches DBH and larger so they have time to catch up and mature to become grand trees. We have already taken so much from the natural beauty of James Island. We need to protect and restore these trees for ourselves and for the future of James Island.

James Cook

## Kristen Crane

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**From:** Ashley Cook <ashleyhawkinscook@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:03 AM  
**To:** Kristen Crane; kcrane@jamesisland.sc.us; Brook Lyon  
**Subject:** Better tree ordinance

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

Dear town council members,

I write in support of the better tree ordinance which will redefine a grand tree's diameter to 18 inches DBH. Our island needs to protect the trees which are vital to the integrity of James Island. Our trees provide habitat for the biodiversity of our island, improve air quality by reducing carbon emissions, their root systems prevent erosion and reduce flooding, and their beauty is the appeal of living on our island. We need to protect trees 18 inches DBH and larger so they have time to catch up and mature to become grand trees. We have already taken so much from the natural beauty of James Island. We need to protect and restore these trees for ourselves and for the future of James Island.

Thank you,

Ashley and James Cook  
1120 Fort Lamar Road  
Charleston, SC 29412  
Sent from my iPhone

## Kristen Crane

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**From:** Art Vandelay <artvandelay883@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:04 AM  
**To:** Kristen Crane  
**Cc:** Casey Buchanan; Brook Lyon  
**Subject:** In favor of changing tree ordinance from 24" DBH to 18" DBH

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

Greetings. Below is my letter to the planning commission in regard to

My name is Casey Buchanan, and I am a resident of James Island. I am writing in support of the ordinance to recommend to the Town Council that the definition of a grand tree be changed from 24 inches DBH to 18 inches DBH. Or rather, change it back, as my understanding is that the definition of a grand tree was changed from 18" to 24" back in 2016.

The preservation of our island's trees is not just a matter of aesthetics, but a crucial aspect of stormwater management and the overall health of James Island. By protecting younger, more vital trees, we can ensure the longevity of our green spaces. Changing the definition of a grand tree from 24 inches DBH to 18 inches DBH will facilitate this. Moreover, many tree species will never reach a DBH of 24 inches, rendering any tree ordinance with such a threshold diameter relatively ineffective. It's worth noting that several neighboring towns, including our friends on Folly Beach, have more effective tree ordinances in place.

A threshold of 18" DBH will help to preserve younger trees and support a greater diversity of tree species on our island. It will also strengthen tree protection for stormwater management and wildlife habitat.

Please vote YES to revise the tree ordinance from 24" DBH to 18" DBH to protect more trees on James Island.

Very respectfully,

Casey Hall Buchanan, PhD

1022 Yorktown Drive Charleston, SC 29412

## Kristen Crane

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**From:** Susan Milliken <sbmilliken@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:10 AM  
**To:** Kristen Crane; Brook Lyon; Frances Simmons; Michael Hemmer; Flannery Wood  
**Subject:** Please revise Town's Tree Ordinance to Protect more Trees

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

Good morning,

**I am writing to urge the Town's Planning Commission to please revise the Town's Tree Ordinance to protect more Trees 18 inches DBH and above.**

Trees that are 18 inches DBH and above are younger and healthier trees---many trees of this size on James Island are about 40 years old and up. What we have learned over the years, is that while our huge old live oaks that are 24 inches DBH and above are amazing and we love them---many of the huge, older trees (70 years and more) sadly have disease. **By protecting and preserving younger, healthier trees IN ADDITION to our older, huge live oaks, we protect more species of trees and healthier trees.**

I've been looking at other local tree ordinances, and as Ms. Crane has provided in the PC meeting packet, **so many Charleston County towns and cities protect more trees than the Town of James Island currently does.** These communities include: City of Folly Beach, IOP, Sullivan's Island, Town of Mt. Pleasant, and also Summerville and Beaufort outside Charleston County-- historic SC towns and cities that are famous for beautiful TREES.

Any resident can request a permit from the Town of James Island to remove a tree that is diseased or dangerous. **What a better 18 in DBH tree ordinance will do is support the Town's designation as a Tree City USA, and enable more thoughtful, sustainable development on the island moving forward.** Developers and builders will need to MITIGATE tree removals by planting new trees or paying into the tree fund, and that is exactly what we need to preserve our island's special tree canopy.

James Island preservationist Carol Jacobsen used to say "*When you are downtown and on the Battery and look over at James Island, all you see are TREES*"----we miss Carol and I think of her often. Let's please preserve the uniqueness of a tree-filled James Island.

Thank you for forwarding my email on to the members of the Planning Commission.

Very truly yours,  
Susan Milliken  
762 Fort Sumter Dr.  
James Island, SC 29412  
Ph. 843-406-9616



## Kristen Crane

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**From:** Bridget <bridgetlussier@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:36 AM  
**To:** Kristen Crane; Brook Lyon  
**Subject:** Please support a stronger tree protection ordinance for James Island

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

Dear Mayor Lyon and Director Crane,

Please support a stronger and more restrictive tree ordinance protecting trees 18 in. DBH and above. In my day job, I work on coastal resilience and spend a large portion of my time looking for ways we can undo the damage of tree removal. Unfortunately, removal of these grand trees is not something we can easily undo or mitigate. The climate has changed since they were planted, and replanting with a small caliper tree, no matter how many of them you plant, is not going to provide the same ecosystem service benefits that the existing tree has. Removing one tree also exposes its neighbors to a new environment that may be too windy, sunny, or other conditions for the neighboring trees to survive.

The large trees protect homes and property from wind, reduce cooling costs through shade, reduce flooding through taking up water from their roots and intercepting it with their leaves, and that doesn't even begin to cover the aesthetic benefits we enjoy, and the habitat benefits that fish and wildlife enjoy. If you would like to get into the details, it's fun to look at the iTree tool which can show you some of the benefits of a specific tree based on its location. Check it out [here](#).

Protecting trees is a no-lose position. Tree ordinance hearings are also one of the few ways that the public can weigh in on proposed development activities. It serves as an important check in the system. As wetland protections have basically evaporated with the recent ruling at the federal level, we need a stronger tree ordinance now more than ever. The ordinance doesn't prevent people from protecting their property if a tree growing too close to their home needs to be removed. That is common sense.

I wish I could attend the meeting in person, but I am recovering from surgery and am not that mobile right now. Once I'm back on my feet, I will be very active in tree protection ordinance discussions. We moved from West Ashley in 2023 to James Island, where my husband grew up. While living in West Ashley, I submitted comments and attended City and County meetings for approximately 175 grand tree ordinance variance requests over the 18 years we lived there. I am even more passionate than ever about tree protection. I look forward to working with you to protect, maintain, and enhance the beauty of James Island.

Please feel free to contact me with any questions.

Thank you,  
Bridget

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Bridget Callahan Lussier  
1345 Bresee Street  
Charleston SC 29412  
[bridgetlussier@gmail.com](mailto:bridgetlussier@gmail.com)  
843-270-7882

## Kristen Crane

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**From:** Milliken, Garrett <MillikenG@cofc.edu>  
**Sent:** Wednesday, May 8, 2024 11:32 AM  
**To:** Kristen Crane; Brook Lyon  
**Cc:** Frances Simmons  
**Subject:** Please Revise Tree Ordinance to Protect 18 Inch DBH Trees  
**Attachments:** Tree Survey Breakdown.docx

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

Members of Planning Commission,

First, I want to thank you for your service to our island. Your decisions impact not only the present, but the future of James Island as well.

As all of you know because you are fortunate to live here, James Island is different from our surrounding neighbor communities. That difference is largely due to the fact that we have a tradition of protecting trees. James Island is greener, cooler, drains better and offers more for wildlife than our surrounding communities, but these priceless advantages need protection because they are primarily caused by trees.

Our present ordinance is designed to protect primarily oak trees as they are a species that if left to grow, can attain a 24-inch DBH (other species that can include pecan and magnolia; pines and sweet gum are specifically excluded from protection). **It is important to note that many trees will never achieve a DBH of 24 inches in their lifetime.** These "understory" trees also provide the advantages seen in more mature trees and through their diversity provide an array of feeding and nesting options for wildlife. **Wildlife does not exclusively feed on acorns.** I have attached results from a survey sponsored by the TOJI done from 2021-2022 that plotted the locations, species, health and DBH of trees in our major roadside right of ways. With respect to diversity, you can see the vast majority of the trees measured were oak trees and that most of the trees were greater than 24 inches DBH. These trees would be protected under the present 24-inch DBH. **However, in looking at the list, you can also see that there are 14 other species of trees and that there are 144 measured trees that were less than 24 inches DBH. These trees are not protected.** The graph shows that by changing the tree ordinance to include protections for trees 18 inches or greater, 40% (56 trees) of these "understory" trees would get additional protection. Younger trees are healthier and often stronger. Trees do not live forever, and by protecting older trees we run the risk of losing not only diversity but large numbers of old trees as they reach the end of their lifespans. **Protecting younger trees ensures generational turnover.**

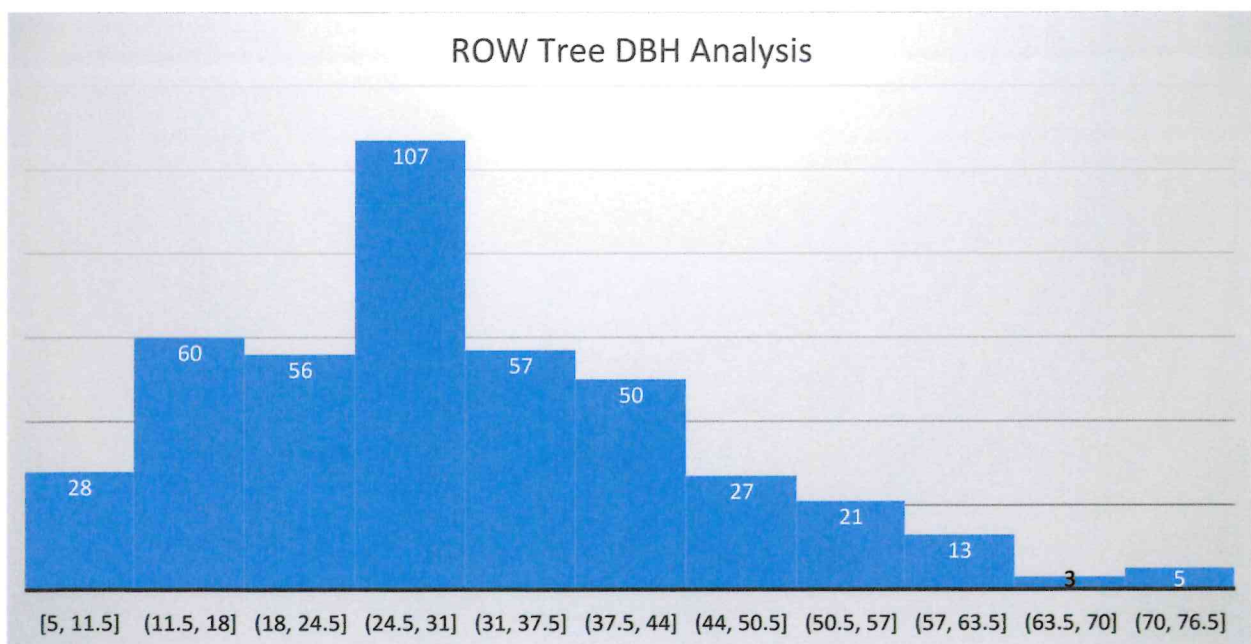
Finally, I want to address the argument that having a different DBH protection from the City or unincorporated Charleston County "would cause confusion". **Residents of James Island value their trees and the town has worked to educate residents through the Trees Advisory Council and public Arbor Day celebrations.** By educating our residents as to the value of trees and caring for trees in our island right of ways we are setting a good example for our neighboring municipalities to follow. An educated public will not be confused. Let us be good stewards of our island and maintain the tree canopy that makes James Island special. Thank you for your consideration of these ideas. Sincerely, Garrett Milliken

## 2021-2022 Tree Survey Data Summary

Number of Interns: 5

Number of Trees Assessed in James Island Right of Ways: 469

204 Live Oak  
139 Laurel Oak  
5 Water Oak  
1 Black Oak  
10 Ash  
4 Elm  
8 Sweet Gum  
4 Gum  
11 Hickory  
3 Pecan  
6 Cherry  
3 Magnolia  
1 Mulberry  
1 Willow  
1 Birch  
6 Palm  
9 Pine  
1 Cedar



## Kristen Crane

---

**From:** pat gaylor <catapat78@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:43 AM  
**To:** Kristen Crane; Brook Lyon  
**Subject:** Please save the trees

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

Please pass the ordinance to protect more trees!  
It is horrifying to see what is happening on our island!  
Thank you!  
Pat Gaylor  
1743 Pittsford Circle  
29412  
Sent from my iPhone

## Kristen Crane

---

**From:** Valerie Simson <valeriesimson@gmail.com>  
**Sent:** Wednesday, May 8, 2024 11:59 AM  
**To:** Kristen Crane  
**Cc:** Brook Lyon  
**Subject:** Public Comments: General Provisions, Grand Tree Definition (153.013)

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

Dear Ms. Crane,

I'm writing concerning the following Planning Commission agenda item: General Provisions, Grand Tree Definition (153.013). I strongly urge the commission to adopt the changes to the Grand Tree Definition. The enhanced tree protections under the new definition are more in line with our neighboring towns, like Folly Beach and Sullivan's, and would greatly benefit the Town as the island continues to develop.

Thank you,

Valerie Simson  
1204 Cecil Circle  
Charleston, SC 29412  
(707) 484-3519