

January 13, 2026

5:00 p.m.

City Hall

80 Broad Street

<https://www.youtube.com/@CityofCharlestonSCgov/streams>

## CITY COUNCIL

### A. Roll Call

### B. Invocation – Councilmember Waring

### C. Pledge of Allegiance

### D. Presentations and Recognitions

1. Presentation of the Robert Ballard Award
2. Certification of Election Results and Swearing-in for Even-Numbered City Councilmember Districts
3. Approval of the 2026 City Council Committees *(To be distributed under separate cover)*
4. Appointment of the 2026 Mayor Pro Tem, Councilmember Karl L. Brady

### E. Public Hearings

### F. Act on Public Hearing Matters

### G. Approval of City Council Minutes:

1. December 16, 2025

### H. Citizens Participation Period

**PLEASE NOTE THAT THE CITIZENS' PARTICIPATION PERIOD IS 30 MINUTES AND WILL BE LIMITED TO THE FIRST 30 SPEAKERS. SPEAKERS RESIDING IN OR MAINTAINING A BUSINESS LICENSE WITH THE CITY OF CHARLESTON AND SPEAKING ON ITEMS ON THE MEETING'S AGENDA SHALL SPEAK FIRST.**

**Any person who speaks at a City Council meeting shall conduct himself or herself in a manner appropriate to the decorum of the meeting and is asked to observe Section 2-28 (a) of the Code of the City of Charleston, Rules of Decorum. Violation of the Rules of Decorum may result in losing the opportunity to speak before Council and/or removal from the meeting.**

**Citizens may sign-up to speak in person at the Council meeting until 5:00 p.m. at the meeting location.**

If participating virtually, citizens may use one of the following methods to request to speak at the meeting or provide comments for City Council. Requests to speak at the meeting and comments must be received by 12:00 p.m., Monday, January 12th.

1. Request to speak or leave a comment via voice mail at 843-579-6313. If requesting to speak, please provide your name and telephone number;
2. Sign-up to speak or leave comments for City Council by completing the form at <http://innovate.charleston-sc.gov/comments/> by Monday, January 12<sup>th</sup> at 12:00 p.m.
3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

**I. Petitions and Communications:**

1. Approval of a Mediation Settlement Agreement in 218 Rutledge Avenue, LLC v. City of Charleston and City of Charleston Board of Architectural Review
2. Approval of a one-year extension of the vesting period re: the Meddin Brothers Planned Unit Development
3. Approval of a one-year extension of the vesting period re: the Laurel Island Planned Unit Development
4. Authorization for the Mayor to execute Quitclaim Deeds conveying a 20' portion of the abandoned right-of-way, as shown in Exhibit A, to S&R Wick, LLC and Jamie Lynch

**J. Council Communications:**

**K. Consent Agenda Items:**

**1. Committee on Recreation: (Meeting was held December 18, 2025 at 2:00 p.m.)**

a. New Business:

- (i). Welcome and Introduction of New Recreation Commission Members
- (ii). Recreation updates (*presentation only*)
- (iii). Parks updates (*presentation only*)

**L. Council Committee Reports:**

**1. Committee on Public Safety: (Meeting was held December 9, 2025 at 4:00 p.m.)**

- a. Police Department: After-the-fact approval to accept an award for the FY25 Ernest E. Kennedy Center AET grant totaling \$5,000. Funds will help combat underage drinking and drug use with ID software and field intelligence training. There is no match required for this grant.
- b. Police Department: Approval to submit an application for the FY26 Ernest E. Kennedy Center AET grant totaling \$3,000. Funds will help combat underage drinking and drug

use with ID software and field intelligence training. There is no match required for this grant.

- c. Police Department: Approval to enter into a subaward agreement with Faces and Voices of Recovery (FAVOR) Lowcountry for services rendered as part of the Charleston Police Department's SCORF grant project. FAVOR Lowcountry will be reimbursed up to a total of \$93,150 for services using funds from CPD's Year 3 SCORF allotment.

**2. Committee on Public Works and Utilities: (Meeting was held December 15, 2025 at 5:00 p.m.)**

**a. Acceptance and Dedication of Rights-of Way and Easements:**

- i. The Crossings at West Ashley – Skye Road (65' R/W)
  - Title to Real Estate
  - Exclusive Stormwater Drainage Easement Agreement
  - Affidavit for Taxable or Exempt Transfers
  - Plat
- ii. Authorization to notify SCDOT that the City intends to accept maintenance of stormwater pipe, inlets, flumes, and junction boxes it is installing on the east side of Orleans Road (S-10-1373) as part of the Dupont Wappoo drainage improvement project.

**b. Department of Development Services Update:**

- i. Acceptance of the memorandum of agreement between the City of Charleston and Herbert Street Self Storage, LCC regarding third party stormwater review to allow the applicant to pay for the fees associated with the third-party review. ***(Previously approved by City Council on December 16, 2025.)***
- ii. Ordinance to amend Section 27-29 of the City's Code to modify Stormwater Management standards and exemptions for redevelopment.

**c. Stormwater Management Department Update:**

- i. Central Park Drainage Improvements – Approval of Grant Award Acceptance with SCRIA for \$1,500,000 of State Grant Funding with a \$500,000 City Match towards the construction of the project from the project allocation within the Drainage Fund. ***(Previously approved by Ways and Means and City Council on December 16, 2025.)***
- ii. Cooper Jackson Drainage Project – Approval to apply to the SC Office of Resilience's Disaster Relief Fund for \$5,000,000 of State Grant Funding with no required match. The City funding for the remaining costs of the first phase of the Cooper Jackson Drainage Project is allocated within the Cooper River Bridge TIF. ***(Previously approved by Ways and Means and City Council on December 16, 2025.)***
- iii. Small Project Allocation Options

**d. Miscellaneous:**

i. Nonstandard Service Fund Undergrounding - 56 State Street

*Give first reading to the following bill from Public Works and Utilities:*

An ordinance to amend Section 27-29 of the City's Code to modify Stormwater Management standards and exemptions for redevelopment.

**3. Committee on Traffic and Transportation: (Meeting was held December 16, 2025 at 3:30 p.m.)**

- a. Presentation and Adoption of Safe Streets for All Safety Action Plan
- b. Folly Road, Maybank Highway, and Harborview Road Traffic Signal Timing Project Update
- c. Sam Rittenberg Blvd Redesign Plan Update
- d. Old Towne Road/Sam Rittenberg Maintenance Agreement Approval

**4. Committee on Ways and Means:**

(Bids and Purchases

(Budget, Finance, and Revenue Collections: Approval of an 8-year subscription fee in the amount of \$2,514,147.00 for the Workday Success Plan and the implementation of Accounting Center which will optimize the usage of Workday and enhance efficiencies. The amount represented above is the total cost over the 8-year period. The amount of subscription is \$284,000 in 2026 and \$318,595 for the remaining 7 years.

(Facilities and Capital Projects – Parks: Approval to accept the National Recreation and Park Association's 2025 Show Your Park Some Love Recycling grant award in the amount of \$10,000.00 to add new recycling bins and programming at Brittlebank Park. There is no City match.

(Police Department: After-the-fact approval to accept an award for the FY25 Ernest E. Kennedy Center AET grant totaling \$5,000. Funds will help combat underage drinking and drug use with ID software and field intelligence training. There is no match required for this grant.

(Police Department: Approval to submit an application for the FY26 Ernest E. Kennedy Center AET grant totaling \$3,000. Funds will help combat underage drinking and drug use with ID software and field intelligence training. There is no match required for this grant.

(Police Department: Approval to enter into a subaward agreement with Faces and Voices of Recovery (FAVOR) Lowcountry for services rendered as part of the Charleston Police Department's SCORF grant project. FAVOR Lowcountry will be reimbursed up to a total of \$93,150 for services using funds from CPD's Year 3 SCORF allotment.

(Approval of a resolution supporting the submittal of an application by the Lowcountry Land Trust, in conjunction with the South Carolina Conservation Bank and National Coastal Wetland Conservation Grant Program, to the Charleston County Greenbelt Program to provide for the purchase of a bargain sale conservation easement on the Dill property for an amount up to \$3,000,000.00, contingent on Charleston Museum and the City entering into a right-of-first refusal agreement should the museum sell all or any multiple portion(s) thereof in the future. (Dill Tract, James Island; TMS#'s 337-00-00-001 and 334-00-00-001)

***(Previously approved at the Ways and Means and City Council meetings held on December 16, 2025.)***

(Please consider the following annexations:

- 1744 E. Avalon Circle (0.31 acre) (TMS# 352-13-00-083), West Ashley (District 9). The property is owned by Bryn Hite.
- 32 Rosedale Drive (0.34 acre) (TMS# 418-14-00-005), West Ashley (District 9). The property is owned by John & Mirella Mirabelli.
- 2206 Weepoolow Trail (0.30 acre) (TMS# 353-12-00-003), West Ashley (District 2). The property is owned by Robin L. and William A. Daisley.
- 1352 S. Edgewater Drive (0.58 acre) (TMS# 349-13-00-036), West Ashley (District 11). The property is owned by Edward and Ruth Baer.
- 218 Island Drive (0.62 acre) (TMS# 349-14-00-028), West Ashley (District 11). The property is owned by Dale J. Aren and Scott Allan.
- 1598 Boone Hall Drive (0.34 acre) (TMS# 353-14-00-131), West Ashley (District 7). The property is owned by 1598 Boone Hall Trust.
- 2520 Liverpool Drive (0.28 acre) (TMS# 309-13-00-045), West Ashley (District 2). The property is owned by Christopher and Roxanna Troutman.

*Give first reading to the following bills from Ways and Means:*

An ordinance to provide for the annexation of property known as 1744 E. Avalon Circle (0.31 acre) (TMS# 352-13-00-083), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Bryn Hite.

An ordinance to provide for the annexation of property known as 32 Rosedale Drive (0.34 acre) (TMS# 418-14-00-005), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by John & Mirella Mirabelli.

An ordinance to provide for the annexation of property known as 2206 Weepoolow Trail (0.30 acre) (TMS# 353-12-00-003), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Robin L. and William A. Daisley.

An ordinance to provide for the annexation of property known as 1352 S. Edgewater Drive (0.58 acre) (TMS# 349-13-00-036), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Edward and Ruth Baer.

An ordinance to provide for the annexation of property known as 218 Island Drive (0.62 acre) (TMS# 349-14-00-028), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Dale J. Aren and Scott Allan.

An ordinance to provide for the annexation of property known as 1598 Boone Hall Drive (0.34 acre) (TMS# 353-14-00-131), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. The property is owned by 1598 Boone Hall Trust.

An ordinance to provide for the annexation of property known as 2520 Liverpool Drive (0.28 acre) (TMS# 309-13-00-045), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Christopher and Roxanna Troutman.

**M. Bills up for Second Reading:**

***(City Council may give second reading, order to third reading, give third reading, and order engrossed for ratification any bill listed on the agenda as a second reading.)***

1. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending the Wedge Planned Unit Development Master Plan and Development Guidelines to include former right-of-way in the Planned Unit Development (PUD). (Wedge PUD – West Ashley) (approximately 3.21 acres) (TMS# 3010000822) (Council District 5).*
2. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1 Parcel off River Rd (Johns Island) (approx. 19.74 ac.) (TMS #3120000965) (Council District 3), be zoned Conservation (C) classification. The property is owned by City of Charleston.*
3. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1 Parcel off Maybank Hwy (Johns Island) (approx. 6.12 ac.) (TMS #3131400161) (Council District 3), be zoned Conservation (C) classification. The property is owned by City of Charleston.*
4. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1436 Bees Ferry Rd (West Ashley) (approx. 14.51 ac.) (TMS #3010000036) (Council District 10), be zoned Conservation (C) classification. The property is owned by City of Charleston.*
5. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1526 Clements Ferry Rd (Cainhoy) (approx. 0.38 ac.) (TMS #2680000043) (Council District 1), be zoned General Business (GB) classification. The property is owned by Seven Sticks LLC.*
6. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 4041 Kaolin St (West Ashley) (approx. 0.44 ac.) (TMS #3531200030) (Council District 2), be zoned Single Family Residential (SR-2) classification. The property is owned by Dane and Lauren Daley.*
7. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1441 Sasanqua Ln (West Ashley) (approx. 0.33 ac.) (TMS #3490900029) (Council District 11), be zoned Single Family Residential (SR-1) classification. The property is owned by Leane and Mathew Sears.*
8. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1656 Pierpont Ave (West Ashley) (approx. 0.14 ac.) (TMS #3530300119) (Council District 2), be zoned Single Family Residential (SR-1) classification. The property is owned by Kelly Zampella and John Still.*

9. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1469 South Edgewater Dr (West Ashley) (approx. 0.72 ac) (TMS #3491300005) (Council District 11), be zoned Single Family Residential (SR-1) classification. The property is owned by Ami and Robert Huttemeyer.*
10. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1448 North Edgewater Dr (West Ashley) (approx. 0.70 ac.) (TMS #3490900008) (Council District 11), be zoned Single Family Residential (SR-1) classification. The property is owned by Richard and Janice Mullen.*
11. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 814 Melrose Dr (West Ashley) (approx. 0.30 ac.) (TMS #3100200069) (Council District 7), be zoned Single Family Residential (SR-1) classification. The property is owned by Patrick Giampietro and Dara Holt.*
12. *An ordinance to provide for the annexation of property known as 712 Savage Road (7.63 acre) (TMS# 310-03-00-007 ), Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. The property is owned by K Douglass Moyers. (DEFERRED)*
13. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 712 Savage Rd (West Ashley) (approx. 7.63 ac.) (TMS #3100300007) (Council District 7), be zoned General Business (GB) classification. The property is owned by K. Douglass Moyers. (DEFERRED)*
14. *An ordinance to provide for the annexation of property known as 2 Parcels off Etiwan Ave AND Savage Rd (1.73 acre) (TMS# 310-06-00-132; 310-06-00-018), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Yonce Living Trust. (DEFERRED)*
15. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2 Parcels off Etiwan Ave & Savage Rd (West Ashley) (approx. 0.70) (TMS #3100600132 & 3100600018) (Council District 2), be zoned General Business (GB) classification. The property is owned by Yonce Living Trust. (DEFERRED)*
16. *An ordinance to amend Chapter 2-Department of Public Service; Article VI-Department Public Service. (DEFERRED)*
17. *An ordinance to amend Chapter 2-Administration; Article XIV-Department of Stormwater Management. (DEFERRED)*
18. *An ordinance authorizing the Mayor to execute on behalf of the City of Charleston a "Consent to Assignment and Partial Assignment of Lease" by and between the City as assignor, the Military College of South Carolina, a/k/a The Citadel, as assignee, and Dominion Energy South Carolina, inc. as lessor pertaining to the City's leasehold interest in that certain portion of Dominion owned real property bearing TMS nos. 463-15-01-061 referred to as the "Parking Parcel," which partial assignment being pursuant to that certain "Land Transfer and Joint Use Agreement" dated February 1, 1994 by and between the City and The Citadel. (DEFERRED)*

19. An ordinance to amend Sec. 2-23(b) of the Code of the City of Charleston to provide for keeping summary minutes and video recordings of its proceedings. (DEFERRED)

#### **N. Bills up for First Reading:**

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 0 Folly Road (James Island) (approx. 3.12 ac) (TMS #4270000019) (Council District 12), annexed into the City of Charleston 12/16/2025 (#2025-190), be zoned Rural Residential (RR-1) classification. The property is owned by Levi Granthan, LLC.
2. An ordinance to amend the zoning ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 993 & 995 Morrison Dr (Peninsula) (approx. 6.43) (TMS #4611303101 & 46113030241) (Council District 4), be rezoned to remove the Tech Overlay District from the property's classification. The property is owned by Charleston County.
3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2147 Saint James Dr (James Island) (approx. 0.39 ac.) (TMS #3430100094) (Council District 11), be zoned Single Family Residential (SR-1) classification. The property is owned by Michael Creasy. (DEFERRED)
4. An ordinance to provide for the annexation of property known as 843 Melrose Drive (0.33 acre) (TMS# 310-02-00-093), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Paul and Sara Puckett. (DEFERRED)
5. An ordinance to amend Sections 54-208 and 54-227 of the Code of the City of Charleston (Zoning Ordinance) to incorporate minor wording and definition changes to the Short-Term Rental Ordinance intended to clarify terms, submittal and review criteria, and penalties. (DEFERRED)
6. An ordinance to Amend Article XVI (PEDICABS) of Chapter 19 (Motor Vehicles and Traffic) of the Code of the City of Charleston by amending Sections 19-465 "Renewal and expiration of Operating decals" and Section 19-469 "Agreement with the city." (DEFERRED)
7. An ordinance to amend Chapter 16, Article IV, Section 16-18 of the Code of the City of Charleston; to delete and replace with new language Sections 16- 20, 16-22, 16-23, and 16-24 of the Code of the City of Charleston; and to create Sections 16-24.01, 16-24.02, 16-24.03, 16-24.04, 16-24.05, 16-24.06, 16-24.07, 16-24.08, 16-24.09, 16-24.10, and 16-24.11 of the Code of the City of Charleston, the purpose of which is to adopt a City of Charleston Fair Housing Act which is substantially equivalent to the Federal Fair Housing Act. (AS AMENDED) (DEFERRED)

#### **O. Miscellaneous Business:**

1. The next regular meeting of City Council will be Tuesday, January 27, 2026 at 5:00 p.m.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

STATE OF SOUTH CAROLINA )  
 COUNTY OF CHARLESTON )  
 )  
 218 Rutledge Avenue, LLC, )  
 )  
 Appellant, )  
 )  
 v. )  
 )  
 City of Charleston and )  
 City of Charleston Board of Architectural )  
 Review, )  
 )  
 Respondents. )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 FOR THE NINTH JUDICIAL CIRCUIT  
  
 CASE NO. 2025-CP-10-03304

**MEDIATION SETTLEMENT  
 AGREEMENT  
 (218 B Rutledge Avenue)**

218 Rutledge Avenue, LLC (“Appellant”) and Respondents City of Charleston and City of Charleston Board of Architectural Review – Small (the “BAR-S”) directly mediated the above-referenced appeal on December 16, 2025, in accordance with S.C. Code § 6-29-915 requiring pre-litigation mediation if requested by the property owner. During the course of the mediation, the parties reached a settlement conditioned on approval by City Council and the Court of Common Pleas. Below is the background of this appeal and a statement of the settlement terms.

1. The controversy concerns the BAR-S’s decision on November 13, 2025, requiring Appellant to reinstall the windows on the sides of the one-story building identified as 218 B Rutledge Avenue (the “Building”) that Appellant has appealed to the Circuit Court.
2. The Building is one of two adjoining buildings that Appellant completely renovated. The other building, identified as 218 A Rutledge Avenue, is a two story structure.
3. As is evident from a comparison of the “before” photographs of the two buildings attached as Exhibit 1 hereto with the “after” photographs attached as Exhibit 2 hereto, the Appellant’s renovations entirely transformed both buildings.
4. Staff of the BAR-S performed a post-construction inspection of the Building on December 17, 2024 and noted discrepancies between the Building as renovated and the plans for the renovations approved by the BAR-S, and declined to give final approval for this reason.

5. Appellant applied to the BAR-S for after-the-fact approval of the deviations that were noted by staff. This application came before the BAR-S at its meeting on June 26, 2025.
6. The BAR-S denied the Appellant's request on the basis that the Appellant installed solid fiberglass windows rather than fiberglass-clad windows. As stated in minutes of the meeting on June 26, 2025, copy attached as Exhibit 3, the motion denying approval passed 3-0 on the following grounds: "MOTION: Denial of after the fact installation of solid fiberglass on both side elevations."
7. Appellant made a second application for after-the-fact approval that was heard by the BAR-S at its meeting on November 13, 2025.
8. At its meeting on November 13, 2025, the BAR-S unanimously approved the solid fiberglass windows on both buildings but required the re-installation of the windows on the south and north side elevations of the one-story Building.
9. The minutes of the meeting on November 13, 2025, copy attached as Exhibit 4, provide the following record of the BAR-S's motion and the comments of the members of the Board as the basis for its decision:

DECISION: APPROVED WITH CONDITIONS

MOTION: Denial of after the fact installation of solid fiberglass on both side elevations

MADE BY: Altman SECOND: Cobb VOTE: FOR: 5 AGAINST: 0

BOARD COMMENTS:

- Have previous seen building B, and upheld staff decision
- Clarification of 17 Trumbo, are fiberglass composite but set deep in wall. Project is new construction

- Two things to consider. Buildings have been so heavily altered, they should not be considered historic buildings. Working with outdated policy
  - Improvement of technology. Some of the materials that were not acceptable in the past may be allowed now
  - No issue with product. Not ok with placement of windows in masonry portion of structure
  - Fiberglass being used all over Charleston. Marvin has 2 good products
  - Should be considered for new construction or replacement in kind for modern buildings
  - Not setting a precedent with these structures as they are too altered to be considered historic
  - Need to reconsider window policy
  - Just denied building B and nothing has changed
  - Comparable window has been installed if drawings showed fiberglass window
  - Buildings have been bastardized, no architectural or cultural authenticity
- 

10. Appellant filed the instant appeal and requested prelitigation mediation on November 26, 2025.
11. As indicated by the BAR-S's comments at its meeting on November 13, 2025, the "Buildings have been so heavily altered, they should not be considered historic buildings" and, as such, in approving the solid fiberglass windows, the BAR-S noted that it was "Not setting a precedent with these structures as they are too altered to be considered historic."
12. The approved fiberglass windows on the Building that the BAR ruled should be reinstalled are on the side elevations (west and east) of the Building and are not prominently visible from Rutledge Avenue.
13. The BAR-S's denial of the Appellant's request for after-the-fact approval on June 26, 2025, was based on the windows themselves and not their installation.
14. The BAR directive to recess the windows derives from this type of fenestration installation being a defining characteristic of historic structures. While the two buildings at 218 Rutledge Avenue are over fifty years old based on tax records, the BAR-S approved

renovations of both buildings that entirely altered their exterior, thereby indicating that the board considered these buildings to have little to no remaining historic fabric or form.

15. The renovations were so extensive as to be tantamount to new construction.
16. As a result of the pre-litigation mediation discussions that included the City architect and staff, the parties have reached the following settlement:
  - a. Based on the above facts and subject to the comments and the following conditions, the BAR-S and City grant Appellant after-the-fact approval on the window installation of the Building.
  - b. In accordance with section 54-905 of the City of Charleston Zoning Ordinance, Appellants shall pay a fine of \$1,087 to the City of Charleston for using solid fiberglass windows instead of the previously approved fiberglass-clad windows without prior approval from the City.
17. This settlement is to end lengthy litigation over the appeal with an uncertain outcome.
18. This settlement is further based on the unique circumstances of this particular case and does not constitute any precedent for other applications to the BAR that may involve fiberglass windows, the method of installation of windows in either historic or non-historic structures, or anything else. As stated in S.C. Code 6-29-915(E), “(E) Any land use or other change agreed to in mediation which affects existing law is effective only as to the real property which is the subject of the mediation, and a settlement agreement sets no precedent as to other parcels of real property.”
19. In agreeing to this settlement, no party is admitting the validity of the position or arguments of the other party. The settlement is to resolve contested claims and terminate the parties’ expenditure of time, money, and resources on this disputed legal proceeding.

20. Following execution of this Agreement and approval thereof by City Council, Appellants shall cause to be filed with the Charleston County Clerk of Court's office a consent order approving mediation settlement pursuant to S.C. Code Ann. §§6-29-900 & -915 in such form as agreed to by counsel for the parties and a dismissal of the appeal with prejudice.

**(SIGNATURE PAGES FOLLOW)**

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218 Rutledge Avenue, LLC  
APPELLANT

---

WALKER GRESSETTE & LINTON, LLC  
G. Trenholm Walker  
G. Trenholm Walker (SC Bar #5777)  
Post Office Drawer 22167  
Charleston, SC 29413-2167  
Walker@wglfirm.com  
843-727-2208  
ATTORNEY FOR APPELLANT

---

William S. Cogswell, Jr.  
Mayor for the City of Charleston and BAR-S

---

Magalie A. Creech, Assistant Corp. Counsel  
50 Broad Street  
Charleston, SC 29401  
creechm@charleston-sc.gov  
Telephone: (843) 724-3730  
ATTORNEY FOR RESPONDENT

December \_\_\_, 2025  
Charleston, South Carolina

Exhibit 1







# Charleston

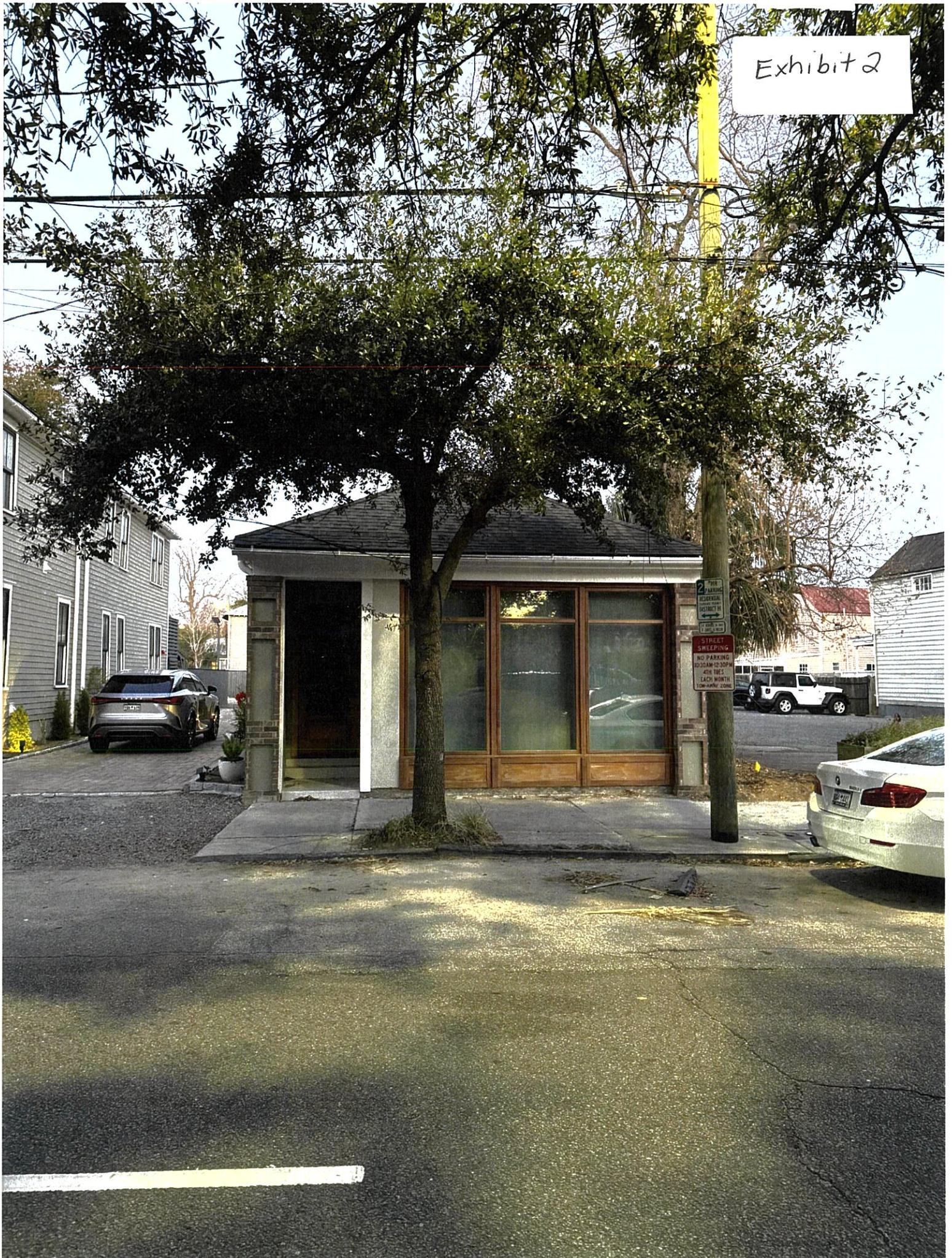


July 18, 2023 12:28 PM





Exhibit 2











**CITY OF CHARLESTON  
BOARD OF ARCHITECTURAL REVIEW – SMALL**

**MEETING RESULTS**

**JUNE 26, 2025**

**4:30 P.M.**

**2 GEORGE STREET**

BOARD MEMBERS PRESENT: Lindsay Van Slambrook, Fillmore Wilson, William Bill Turner, Becky Fenno

STAFF MEMBERS PRESENT: Frankie Pinto, Travis Galli

**A. Minutes**

**1. Review of Minutes from the June 12, 2025 Meeting**

DECISION: APPROVED WITH CONDITIONS

MOTION: Approval with Van Slambrook edits

MADE BY: Van Slambrook SECOND: Wilson VOTE: FOR: 4 AGAINST: 0

**B. Applications**

**1. 178 Sans Souci Street**

**BAR2025-001951 | TMS# 4630702056 | Wagener Terrace | Council District 6  
Unrated (Group 2) | c. 1935 | Historic Materials Demolition Purview**

Requesting approval for partial demolition of exterior walls, roof, windows, doors, and chimney.

Owner: Michael & Cynthia Whitby  
Applicant: Permit Expeditors of SC, LLC  
**Site visit on 06/26/2025 at 8:30 a.m.**

DECISION: APPROVED WITH CONDITIONS

MOTION: Approval of demolition of elements of rear addition, with preservation of the eaves. Approval of demolition of rear wall and windows of original body of the house. Approval of demolition of front porch roof and roof cut, so long as that roof cut is located at least 6” below the ridge. Denial of all else. Denial of after the fact removal of chimney, chimney must be rebuilt.

MADE BY: Fenno SECOND: Wilson VOTE: FOR: 4 AGAINST: 0

**STAFF OBSERVATIONS:**

1. Chimneys, windows, thumbnail siding and front gable are character defining features and should be retained
2. Side door hood is missing from drawings and should be retained.
3. Front porch appears to be later alteration, but is visible in 1973 historic aerial

4. Rear bump out is visible in 1973 historic aerial.
5. Chimney has been removed without approval.

STAFF CONDITIONS:

1. Chimney should be restored to match previous form.

STAFF RECOMMENDATION: Denial as submitted

Corrected at meeting: (Denial of demolition of chimneys, fenestration and front gable.  
Approval of demolition of elements on rear bump out.)

BOARD QUESTIONS:

- Windows where openings are being enlarged
- Chimney removal, was done by construction crew without authorization
- Second flue referenced by contractor

PUBLIC COMMENT:

- PCS
  - High degree of integrity, heavy handed proposal
  - After the fact removal of chimney
  - Character defining features should be denied
  - Encourage more sensitive approach
  - Wagener Terrace area character appraisal as resource
- HCF
  - Opposed to request due to extent
  - Request denial

BOARD COMMENTS:

- Back walls not under purview due to visibility
  - Replacement of windows in kind can be reviewed by staff in permit
  - Would not support changing the size of the window opening or the 3/1 lite pattern
  - Chimney on front should be restored
  - Front gable is defining feature
  - Front porch roof is later
  - Believe front porch roof is later, but porch itself is probably earlier
  - BAR purview in this area is to retain these character defining features. Push from residence to City Council to protect this area
  - Side door hood believe is original
  - Believe most of windows are original
  - Enlargement of window openings would drastically change
  - Front door is later, comfortable with that
  - Alterations should be happening on the back
  - Demo in roof on front, not much area, off the eave, can be pulled off the ridge
  - Roof plan and elevations don't match
  - Demo on roof would need to be off ridge
  - Rear addition, low sloped roof, not highly visible
  - Rear addition, roof is visible from street, would like to see some of form retained
  - Front porch deck is probably original, stairs were probably replaced at some time
-

**2. 28 Gordon Street**

**BAR2025-001961 | TMS# 4631104061 | Wagener Terrace | Council District 6  
Category 4 (Group 2) | c. 1940 | Historic Materials Demolition Purview**

Requesting approval for partial demolition of exterior walls, roof, windows, doors, and chimney.

Owner: M&M Greenwood, LLC

Applicant: Neil Stevenson

Site visit on 06/26/2025 at 8:50 a.m.

**WITHDRAWN BY STAFF**

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**3. A. 347 Ashley Avenue**

**BAR2025-001957 | TMS# 4600303038 | Westside | Council District 6  
Category 4 (Group 2) | c. 1910 | Historic Materials Demolition Purview**

Requesting approval of partial demolition including portions of siding and after-the-fact approval for removal and reconstruction of piazza porch.

**B. 448 Race Street**

**c. pre-1955**

Requesting approval of partial demolition including roof and front door of Unit 4.

Owner: SC Reno Partners, LLC

Applicant: Coastal Creek Design – Joel Adrian

Site visit on 06/26/2025 at 9:10 a.m.

DECISION: APPROVED WITH CONDITIONS

MOTION: 488 Race: Demolition approved as proposed.

347 Ashley: Denial of after the fact demolition, approve drawings for reconstruction with staff and Board conditions

MADE BY: Fenno SECOND: Turner

VOTE: FOR: 3 AGAINST: 0  
Recuse: Wilson

BOARD CONDITIONS:

- Study historic details of piazza for reconstruction

STAFF OBSERVATIONS:

1. Piazza has been removed without approval, prior to applicant's involvement.
2. Proposed drawings to show piazza rebuilt to match historic

STAFF CONDITIONS FOR APPROVAL:

1. Corner entry column should be retained
2. Piazza to be rebuilt exactly as it was per the provided drawings, retaining original material where available.
3. Reconstructed piazza should include elements still existing on structure
  - a. The pilaster at the piazza entrance should be replicated for piazza columns.
  - b. Columns should be wood.
  - c. Door surround details to be recreated match previous.

STAFF RECOMMENDATION:

347 Ashley: Denial of after the fact, approve drawings for reconstruction with staff conditions

488 Race: Staff does not oppose demolition of roof and door

BOARD QUESTIONS:

- none

PUBLIC COMMENT:

- HCF
  - Do not support after the fact approval but appreciate reconstructing the piazza
- PSC
  - Appreciate restoration
  - Request accurate reconstruction
  - Greater clarity is needed on demolition for 347 Ashley

BOARD COMMENTS:

- Different than other after the fact, think it was just in really bad shape and needed reconstruction
- No issues with demolition of rear elements
- Drawings discrepancies
- Detailing that is there should be retained, detailing of reconstruction should match historic

---

4. **55 Spring Street**

**BAR2025-001955 | TMS# 4600804025 | Cannonborough/Elliottborough  
Council District 4 | Unrated | c. 1940 | Old City District**

Requesting full demolition of existing structure.

Owner: Kristen Krause

Applicant: Jianfei Shen

Site visit on 06/26/2025 at 9:30 a.m.

**WITHDRAWN BY APPLICANT**

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5. **218B Rutledge Avenue**

**BAR2025-001952 | TMS# 4600803013 | Cannonborough/Elliottborough  
Council District 6 | Unrated | c. 1890 | Old City District**

Requesting after-the-fact approval for windows.

Owner: 218 Rutledge Ave LLC

Applicant: Chris Bonner

Site visit on 06/26/2025 at 9:50 a.m.

DECISION: DENIED

MOTION: Denial of after the fact installation of solid fiberglass on both side elevations

MADE BY: Wilson SECOND: Fenno

VOTE: FOR: 3 AGAINST: 0  
Recuse: Turner

BOARD CONDITIONS:

- 

STAFF OBSERVATIONS:

1. 12/17/24-BAR final inspection conducted, multiple deviations from approved drawings identified.

2. 4/22/25-updated drawings received that did not reflect the as-built deviations from the approved drawings

BOARD QUESTIONS:

- Questions to staff regarding approval. Windows incorrect

PUBLIC COMMENT:

- PSC
  - After the fact approval not appropriate
  - Not an appropriate material
- HCF
  - Fiberglass window not appropriate
  - Flat profile, flush with wall

BOARD COMMENTS:

- Installation in siding areas reads appropriately
- Windows are solid fiberglass instead of being clad
- Windows in stucco are not set correctly
- Practically a new building
- Concerned about setting a precedent, fiberglass windows are not approved
- Do not approve solid fiberglass

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**6. 2 Council Street**

**BAR2025-001946 | TMS# 4571104028 | Charlestowne | Council District 8  
Category 3 | c. 1900 | Old and Historic District**

Requesting conceptual approval for new parapet, second story addition, and hardscaping changes.

Owner: Jack Shaeffer  
Applicant: David Richards, Architect  
Site visit on 06/26/2025 at 10:10 a.m.

DECISION: APPROVED WITH CONDITIONS

MOTION: Conceptual approval with preliminary / final review by staff and Board conditions

MADE BY: Fenno SECOND: Turner

VOTE: FOR: 4 AGAINST: 0

BOARD CONDITIONS:

- Drawings to be consistent, errors corrected
- Materials of fence clarified with staff, appropriate for neighborhood
- Definition of original corner in second floor addition
- Applicant to work with staff on detailing of parapet wall

STAFF OBSERVATIONS:

1. Application does not show demolition of chimney but the drawings show it removed
2. Third window of addition behind piazza was constructed without any permit or approval, prior to applicant involvement.
3. Drawing issues:

- a. The dimensions of the proposed roof deck do not match between plans and elevation
- b. Proposed south elevation show removal of rear door. Door still shown in plan
- c. Proposed north elevation show rear door shifting
- d. Existing elevation does not show lattice under piazza
- e. Missing siding on piazza

STAFF CONDITIONS FOR APPROVAL:

1. Chimney is a character defining feature and should be retained
2. Deck behind addition should not extend to edge of structure
3. Clarify indicated drawing issues

STAFF RECOMMENDATION: Deferral with Board and staff conditions

BOARD QUESTIONS:

- Second floor addition, last window towards the back, was added on recently, without approval
- Remainder of addition c. 1970s
- Drawing discrepancy, intent to match south side
- Drawings call out steel fence, stated is wrought iron. Details are hand wrought, columns / post will be pre manufactured

PUBLIC COMMENT:

- HCF
  - Easement holder, proposal was preapproved with easement donation
  - Previous work conducted without HCF approval
  - Attempt to resolve issues
- PSC
  - Support HCF position in easement holder
  - Encourage differentiating new addition, but defer to HCF

BOARD COMMENTS:

- Differentiating, insert corner board where should have been prior to after the fact alteration.
  - Want to keep a little cleaner, so many alterations
  - Chimney was utilitarian, not significant
  - Window on south elevation at end is too close to corner
  - Proposed changes to piazza screen are appreciated
  - Eave trim seems to land at different placed. Detail of that very important. Should land underneath. Drafting issues, east elevation eave lands on cornice. Significant issue when constructing
  - Placement of rear deck varies on drawings. Should be pulled in from edge of roof
  - Parapet alteration
  - Clarification on fence material
  - Preservation of piazza screen is lovely
  - (applicant clarification) Discussion with HCF, didn't want to see railing. Approved solid screen.
  - Parapet pulled in from corner of addition
  - Current location of parapet respects the existing house more
-

**7. 13 Trumbo Street**

**BAR2025-001947 | TMS# 4571201021 | Harleston Village | Council District 8  
Unrated | New Construction | Old and Historic District**

Requesting conceptual approval of new single-family dwelling.

Owner: Cozy 13 Trumbo Street, LLC

Applicant: Julie O'Connor – American Vernacular

DECISION: DEFERRED

MOTION: Deferral with Board conditions

MADE BY: Turner SECOND: Fenno

VOTE: FOR: 4 AGAINST: 0

BOARD CONDITIONS:

- Restudy of complexity of building's form
- Refinement of building's entrance to give it more presence

STAFF OBSERVATIONS:

1. Front massing has been simplified.
2. Garage door has been set back.
3. Material pallet is more consistent.
4. Staff has no additional comments.

STAFF RECOMMENDATION: Conceptual approval with Board conditions and preliminary / final review by staff

BOARD QUESTIONS:

- none

PUBLIC COMMENT:

- PSC
  - Appreciate that roof form is simplified and materials more cohesive
  - Reduce massing and improve pedestrian experience
  - Reduce height
- HCF
  - Request design be simplified to better fit the district

BOARD COMMENTS:

- Roof form has been simplified, still quite complex. Specifically in relation to dormers
  - Mass still very large for street. As other houses elevate height will be more in line with rest of street. But other are less massive
  - Some of design complexity not in keeping with the street
  - Complexity of the form. Too many different volumes
  - Materials are good
  - Height doesn't bother me
  - Entrance is squat, maybe way to trick with materials. Restudy entry
  - Entry needs to be a real entry
-

**8. 337 King Street**

**BAR2025-001917 | TMS# 4570402038 | Council District 8  
Unrated | c. 1850 | Old and Historic District**

Requesting storefront alterations.

Owner: King Street Retail Holdings, LLC  
Applicant: Erin Blalock

DECISION: APPROVED WITH CONDITIONS

MOTION: Conceptual approval with preliminary and final by staff and Board conditions

MADE BY: Turner SECOND: Wilson VOTE: FOR: 4 AGAINST: 0

BOARD CONDITIONS:

- Storefront system be inset into masonry opening to produce a noticeable reveal
- Work with staff on sign band

STAFF OBSERVATIONS:

1. Rendering appears disproportionate
2. Proposed storefront is appropriate for King Street

STAFF CONDITIONS FOR APPROVAL:

1. Alterations should stay with existing punched opening

STAFF RECOMMENDATION: Conceptual approval with Board and staff conditions and preliminary/ final review by staff

BOARD QUESTIONS:

- none

PUBLIC COMMENT:

- none

BOARD COMMENTS:

- Needs to set deeper in existing opening to have a little masonry reveal round edges
  - Sign band might be a little complex, maybe simplify
  - Maybe make both store fronts match
  - If storefront is pulled back, would read separately from sign band. Do see that on King Street
  - Cornice cap needs to return
  - Discussion on transition from recessed storefront to sign band
  - Sign band either needs to drop down and go into opening or become separate detail
-

**9. 145 Calhoun Street**

**BAR2025-001949 | TMS# 4570402022 | Council District 8  
Unrated | c. 1980 | Old and Historic District**

Requesting appeal of staff decision for illuminated façade sign.

Owner: Matthew Kenner of Madison Maison

Applicant: Jonathan Alcon

DECISION: APPROVED WITH CONDITIONS

MOTION: Conceptual approve with Board conditions and final by staff

MADE BY: Turner SECOND: Fenno

VOTE: FOR: 4 AGAINST: 0

BOARD CONDITIONS:

- Lower to entrance level (shouldn't be higher than blade sign adjacent)
- Reduce in width to no more than 30"

STAFF OBSERVATIONS:

1. Staff cannot approve illuminated signage.
2. 6/5/25 permit for illuminated sign denied by staff

BOARD QUESTIONS:

- Only illumination is the letters, no halo
- None of the right angle signs on building are illuminated
- Shares entrance with Ritual, similar hours, nighttime business

PUBLIC COMMENT:

- HCF
  - Not in support, request staff decision upheld

BOARD COMMENTS:

- Don't have issue with illumination, for nighttime business we typically make that exception
- Placement is an issue, seems to be floating, needs to be brought down to relate to entrance
- Too large, needs to be brought down to maybe 30"

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**10. 190 Wentworth Street**

**BAR2025-001950 | TMS# 4570303020 | Harleston Village | Council District 8  
Category 4 | c. 1858 | Old and Historic District**

Requesting final approval for rear addition and shed alterations, previously approved by BAR in 2017 and alteration to that approval.

Owner: Daniel Steinberg

Applicant: Luke Jarrett

DECISION: APPROVED WITH CONDITIONS

MOTION: Final approval with Board condition

MADE BY: Turner SECOND: Fenno

VOTE: FOR: 4 AGAINST: 0

BOARD CONDITIONS:

- North elevation of shed, transom should disengage eave

STAFF OBSERVATIONS:

1. Previously approved by Board (conceptual) 9.28.17, staff (final) approval 12.4.17.
2. All previous approvals have expired.
3. Staff have no object to changes to previous approval.

STAFF RECOMMENDATION: Final approval

BOARD QUESTIONS:

- none

PUBLIC COMMENT:

- Joel Adrian, next door neighbor
  - In support, request approval

BOARD COMMENTS:

- On shed, where the transom window engages the eave, a little crowded. Don't think is very visible. Shrink or eliminate transom

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**11. 158 Spring Street**

**BAR2025-001954 | TMS# 4601102084 | Cannonborough/Elliottborough  
Council District 6 | Category 3 | c. 1840 | Old City District**

Requesting conceptual approval for two single-family dwellings.

Owner: 158 Spring St LLC

Applicant: AJ Architects

**WITHDRAWN BY APPLICANT**

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**12. 784 Rutledge Avenue**

**BAR2025-001956 | TMS# 4631502015 | North Central | Council District 4  
Unrated | c. 1925 | Historic Corridor District**

Requesting conceptual approval for two new accessory dwelling units.

Owner: William B. Gregory

Applicant: Coastal Creek Design

DECISION: DEFERRED

MOTION: Deferral for restudy of height, scale, mass, and physical relationship between existing structure and ADUs. Applicant to provide site section

MADE BY: Wilson SECOND: Fenno

VOTE: FOR: 4 AGAINST: 0

BOARD CONDITIONS:

-

**STAFF OBSERVATIONS:**

1. Proposed structures are wider and taller than historic house.
2. Due to a wider driveway than adjacent lot, there is more visibility to rear of property.
3. Similar projects in the surrounding area were approved prior to BAR jurisdiction.
4. The BAR is guided by the Secretary of Interior's Standards for the Treatment of Historic Properties. The principles indicate that new construction shall not destroy spacial relationships that characterize the property and that new work shall be differentiated from the old as well as compatible with the historic materials, features, size, scale, proportions, and massing to protect the integrity of the property. As proposed, the new structures overpower, in height, the existing historic building. To mitigate, consider relocating the new structures to the back of the lot or provide some sight lines studies from the public right-of-way to determine visibility.

**STAFF RECOMMENDATION:** Deferral for restudy

**BOARD QUESTIONS:**

- Floor to ceiling heights, 9-10'

**PUBLIC COMMENT:**

- HCF
  - Structure are larger and taller than historic structure
  - Concerned about trend of structures that are not subordinate to historic structure
- PSC
  - Comfortable with architectural direction
  - Height, scale, and mass too much for existing historic house

**BOARD COMMENTS:**

- Recommendation for site section through properties on either side
- Agree that the 2 buildings are not subordinant to historic structure
- Center rail of shutters should be below center of window
- Recess for downstairs entrance and porch above awkward
- Some of windows and doors disproportionate to one another
- On rear elevation, break up expanse, trim board
- Would be very helpful to push to back
- General architectural direction fine for conceptual, needs a little fine tuning
- Dormer proportions too square
- Too tall, too wide, too close to historic structure. Need space in between

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**13. 134 Spring Street**

**BAR2025-001958 | TMS# 4601102052 | Cannonborough/Elliottborough  
Council District 6 | Category 4 | c. 1880 | Old City District**

Requesting conceptual approval for rear addition, modification of existing piazza.

Owner: Cozy Spring, LLC  
Applicant: Cozy Development

**DECISION:** DEFERRED

**MOTION:** Deferral for restudy pending receipt of variance if required

MADE BY: Turner SECOND: Fenno

VOTE: FOR: 3 AGAINST: 0  
Recuse: Wilson

BOARD CONDITIONS:

- 

STAFF OBSERVATIONS:

1. Proposed addition is not subordinate in height.
2. Proposal does step in on both sides.
3. Staff have concern about transition in roof line, may not be able to construct as proposed.

STAFF CONDITIONS FOR APPROVAL:

1. Reduce height of addition to make subordinate to historic house
2. Restudy intersection of roofs.

STAFF RECOMMENDATION: Deferral for restudy with Board and staff conditions

(applicant clarification on description, no modification to piazza)

BOARD QUESTIONS:

- Is the addition on the plane of the bump out
- Front elevation, calls out metal gauge, is roof changing. No
- Requesting special exception so both sides can be set in 1' on both sides

PUBLIC COMMENT:

- HCF
  - Request that massing is subordinate, roof height be reduced
- PSC
  - Further study is needed to subordinate and differentiate from historic

BOARD COMMENTS:

- Front elevation, proportions look incorrect. Might be drawing discrepancy. Elevations might not be accurate, correct discrepancies
- Rear porches strange, should match upstairs and downstairs
- Getting variance would help, could tuck under existing eave
- Need to see eave detail to make sure can be constructed
- New windows matching headers of historic, simplify
- Pull windows away from corner

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**14. 287 Ashley Avenue**

**BAR2025-001960 | TMS# 4600702020 | Westside | Council District 6  
Category 4 (Group 2) | c. 1915 | Historic Materials Demolition Purview**

Requesting approval for partial demolition including porch railing, rear steps, and opening around rear door.

Owner: Carrie Williams  
Applicant: b Studio Architecture

DECISION: APPROVED WITH CONDITIONS

MOTION: approval of demolition of door and 5'4" of wall, steps, and railing as indicated with Board condition

MADE BY: Wilson SECOND: Turner

VOTE: FOR: 4 AGAINST: 0

BOARD CONDITIONS:

- No windows and no part of roof to be demolished

STAFF OBSERVATIONS:

1. No additional evidence appears to have been submitted

STAFF RECOMMENDATION: Denial of demolition per previous Board motion

BOARD QUESTIONS:

- Clarification on amount of demolition requested

PUBLIC COMMENT:

- none

BOARD COMMENTS:

- Reduced area from previous request
  - Previously concerned about loss of material
  - Window and roof still labeled on drawings as being removed
  - Reasonable sized opening is proposed
  - No windows or roof should be included
-



# CITY OF CHARLESTON BOARD OF ARCHITECTURAL REVIEW – SMALL

## MEETING RESULTS

**NOVEMBER 13, 2025**

**4:30 P.M.**

**2 GEORGE STREET**

BOARD MEMBERS PRESENT: Lindsay Van Slambrook, Fillmore Wilson, William Bill Turner,  
Laura Altman, Darryl Cobb

STAFF MEMBERS PRESENT: Frankie Pinto, Rachel Fore

### A. Minutes

#### 1. Review of Minutes from the October 23, 2025 Meeting

DECISION: APPROVED WITH CONDITIONS

MOTION: Approve with Van Slambrook and Wilson edits

MADE BY: Van Slambrook SECOND: Wilson VOTE: FOR: 5 AGAINST: 0

### B. Applications

#### 1. 8 Riverside Drive

**BAR2025-002222 | TMS# 463-07-02-001 | Wagener Terrace | Council District 6  
Not Surveyed (Group 2) | c. 1938 | Historic Materials Demolition Purview**

Requesting approval for partial demolition of elements visible from the public right-of-way.

Owner: Richard Callari

Applicant: Schuyler Clogston

**Site visit on 11/13/2025 at 8:30 a.m.**

DECISION: Split

MOTION: Approval of demolition as submitted with the exception of roof elements. Roof deferred for more information.

MADE BY: Turner SECOND: Wilson VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- none

STAFF OBSERVATIONS:

1. Removal of front awning, rear addition roof, rear awning and stairs, partial demolition of rear roof, part of façade, and aluminum siding.
2. Drawings are confusing as to what is requested.
3. Character defining features such as windows should be retained.
4. Large portion of roof is requested.

STAFF RECOMMENDATION: Denial of demolition as proposed.

BOARD QUESTIONS:

- Roof plan clarification, which portions of roof are being demolished. Eaves and ridge to remain
- Visibility of roof from Clemson Street

PUBLIC COMMENT:

- None

BOARD COMMENTS:

- Drawings confusing. Have to vote on drawings not on explanation.
  - Would like to see clear drawing on what portion of rear slope is being removed
  - No issues with rear stairs or front awning being removed
  - Need clarification on the amount of roof being removed
- 

**2. 75 Darlington Avenue**

**BAR2025-002208 | TMS# 463-11-01-009 | Wagener Terrace | Council District 6  
Category 4 (Group 2) | c. 1935 | Historic Materials Demolition Purview**

Requesting approval for partial demolition of elements visible from the public right-of-way.

Owner: Eric Stone

Applicant: Patrick Orefice – Arwen Studio

**Site visit on 11/13/2025 at 8:50 a.m.**

DECISION: APPROVED WITH CONDITIONS

MOTION: Approval of demolition as submitted with Board condition

MADE BY: Wilson SECOND: Turner VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- Retain original ridge and eaves of roof

STAFF OBSERVATIONS:

1. Requesting partial demolition of rear roof and metal stairs.
2. The proposed follows standard staff comment: The area of demolition is on the rear side, below the ridge and does not extend all the way to the eave.

STAFF RECOMMENDATION: Approval of demolition as proposed.

BOARD QUESTIONS:

- Ridge of existing dormers are close to ridge of house. Request will stay below house ridge.

PUBLIC COMMENT:

- None

BOARD COMMENTS:

- Fairly conservative amount of roofing being removed
  - No issue removing non-original stairs
  - So long as demolition stays off the ridge and off the eaves
-

**3. 30 Blake Street**

**BAR2025-002217 | TMS# 459-06-01-047 | East Side | Council District 4  
Category 4 | c. 1890 | Historic Materials Demolition Purview**

Requesting approval for full demolition of dwelling.

Owner: Elmer Gilliam, Jr.

Applicant: Elmer Gilliam, Jr.

**Site visit on 11/13/2025 at 9:10 a.m.**

DECISION: DENIED

MOTION: Deny demolition, with staff and Board condition

MADE BY: Altman SECOND: Turner VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- Stabilization plan to be submitted to City within 90 days

STAFF OBSERVATIONS:

1. Structure dates to 1876.
2. Structure retains many of its character defining features and can be repaired.
3. Previously owned by Phillip Simmons.

STAFF CONDITIONS:

1. Staff suggest consulting code-related property maintenance minimums and procedures for sealing and protecting this structure until ready for rehabilitation.

STAFF RECOMMENDATION: Denial of demolition as proposed.

BOARD QUESTIONS:

- 1951 Sanborn shows L shaped building, question dates of infill and additions, unknown

PUBLIC COMMENT:

- Delaney, 16 Parkwood
  - Historic home, legacy of Philip Simmons
  - Don't tear down for some type of gain
  - House deserves to be retained
- Grant Gilmore, CofC
  - Would extend assistance to restore/ raise funds
  - African American history
  - Rare surviving building, working class African Americans
  - Restoration described by Christina Butlers class
  - Documentation and preservation
- Robert Farrow
  - Preservation of liminal spaces
  - What demolishing would mean to Gullah Geechee community
  - Sets bad precedent for community
  - Message restoring would make
- Sarah Mack
  - Left Charleston in 1965, returned 2009
  - Directs people to visit Philip Simmons house
  - Questioned why neighborhood wasn't restoring
  - Request not to tear down

- Athur Lawrence, community activist
  - Generational wealth of the family
  - Tourism of Charleston, work of Philip Simmons
  - Parks dedicated to Philip Simmons, but house left to deteriorate
  - Extent of Philip Simmons legacy
  - Should be focus of City to restore, connecting with resources
  - Collapse of building on King Street
  - Up to community, City to assist
- James Njonjo
  - Request denial of demolition
  - Guidelines of BAR Historic Demolition Purview, demolition by neglect
  - Funds and resources available
- Julie O'Connor, Save our Structures
  - Building can be salvaged
  - Would oppose even if not associated with Phillip Simmons
  - Timeline of ownership
  - Retention of historic form
  - Not worst condition Board has seen
  - Offer of assistance
  - Urge City to reinstate Demolition by Neglect Taskforce
- PSC
  - Wood frame, double house. unique building
  - History of Philip Simmons
  - State of deterioration. ACBA students' remediation plan
  - Community interest, solutions available
  - Request time bound stabilization
  - Available partners
- HCF
  - History of structure, Philip Simmons
  - Options for restoration
  - Request timeline for stabilization
- Sandra Cambell, tour guide for city
  - Demolishing this building is demolishing Charleston's history
  - Tour guide of Philip Simmons history, works
  - Resources available from City
- Antonio Coaxum, Eastside Neighborhood
  - Request protection of structure and requiring restoration
- Calvin \_\_\_\_\_
  - Comyah, not a binyah
  - Stand with Simmons family, but request they reconsider demolition
  - Seen part of a wall be restored/ retained
  - Wearing heart gate jewelry
  - Philip Simmons is Charleston
  - Everyone that is here on behalf of saving, has to work to preserve
  - The value of history
- Edward Jones
  - In 1978, SCE&G had hot water heater enclosed (structure Board asked if was out house)
  - Philip Simmons was his grand-uncle
  - Petition of neighborhood to remain park after Philip Simmons. Requested statue be placed there

- History of family in 30 Blake Street
- History of Eastside
- Extent of Philip Simmons work, was never about the money, was about the quality of work
- Give time to find the money to rehab structure
- Timeline of people living in the house

Applicant response:

Thanked audience for attending, the stories of Philip Simmons  
Part of the process

BOARD COMMENTS:

- Appreciate community activism
- There are a lot of people in attendance that are willing to help
- Regularly see buildings in much worse conditions that are restored
- Hope Mr. Gilliam and audience get together for funding
- Setting side architecture, culture aspect is equally as important
- Losing part of the site diminishes the whole, needs to be preserved holistically
- Might later support some selective demolition of later additions, needs further research
- Should set a timeline for stabilization to ensure it doesn't get worse

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4. **34 Smith Street**

**BAR2025-002213 | TMS# 457-03-04-042 | Harleston Village | Council District 8  
Category 2 | c. 1855 | Old & Historic District**

Requesting conceptual approval for piazza restoration, exterior repair work, and changes to fenestration.

Owner: Shea & John Kuhn  
Applicant: Laura F. Altman – LFA Architecture LLC  
**Site visit on 11/13/2025 at 9:30 a.m.**

DECISION: APPROVED

MOTION: Conceptual approval with preliminary / final review by staff in permit documents.

MADE BY: Wilson SECOND: Cobb VOTE: FOR: 4 AGAINST: 0  
Recused: Altman

BOARD CONDITIONS:

- none

STAFF OBSERVATIONS:

1. Staff appreciate the restoration of original features.
2. Windows being enclosed are non-original.

STAFF RECOMMENDATION: Conceptual approval with preliminary / final review by staff in permit documents.

BOARD QUESTIONS:

- None

PUBLIC COMMENT:

- PSC
  - Excited to see restoration project move forward

BOARD COMMENTS:

- Door proposed in window location, will keep original opening
- 

**5. 774 Rutledge Avenue**

**BAR2025-002216 | TMS# 463-15-02-012 | North Central | Council District 4**

**Category 4 (Group 2) | c. 1925 | Historic Corridor District**

Requesting conceptual approval for single-story rear addition.

Owner: South National Investments, LLC

Applicant: Patrick Orefice – Arwen Studio

DECISION: APPROVED

MOTION: Conceptual approval with preliminary / final review by staff in permit documents.

MADE BY: Turner SECOND: Wilson VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- None

STAFF OBSERVATIONS:

1. Proposal is tucked in from both sides and the new roof keeps below the existing eave.

STAFF CONDITIONS FOR APPROVAL:

1. Restudy to provide additional fenestration.

STAFF RECOMMENDATION: Conceptual approval with Board and staff conditions and preliminary / final review by staff in permit documents.

BOARD QUESTIONS:

- Difficult flashing detail tucking under eave

PUBLIC COMMENT:

- PSC
  - Appropriately subordinate, in support

BOARD COMMENTS:

- Appreciate effort to place addition on small vernacular structure and keeping in scale
  - Well executed
  - (staff request that listed staff condition not be required)
-

**6. 318 Sumter Street**

**BAR2025-002209 | TMS# 460-04-01-025 | Westside | Council District 6  
Category 3 (Group 1) | c. 1930 | Historic Materials Demolition Purview**

Requesting approval for partial demolition of elements visible from the public right-of-way.

Owner: Cooper River Ventures LLC

Applicant: Rocky LLC

*Previous Site visit on 09/11/2025 at 9:10 a.m.*

DECISION: APPROVED WITH CONDITIONS

MOTION: Approval of demolition with Board condition

MADE BY: Cobb SECOND: Turner VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- No demolition can occur until 30 day appeal period is expired

STAFF OBSERVATIONS:

1. The two separate front doors with their own transom are character defining features and tell the history of the house.

STAFF RECOMMENDATION: Denial of demolition as proposed.

BOARD QUESTIONS:

- What kind of siding is existing, wood

PUBLIC COMMENT:

- None

BOARD COMMENTS:

- We allow holes in roof, no altering of trim is being considered
  - Cannot consider what comes next as has not opted in to new ordinance
- 

**7. 1070 Morrison Drive**

**BAR2025-002190 | TMS# 461-09-03-002 | East Central | Council District 4  
New Construction | Historic Corridor District**

Requesting conceptual approval for new office building and drive-thru lane.

Owner: 1074 Morrison LLC

Applicant: The Middleton Group – Zach Carman

DECISION: APPROVED WITH CONDITIONS

MOTION: Conceptual approval with Board conditions

MADE BY: Cobb SECOND: Turner VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- Study addition of a 30" knee wall along Morrison
- Include signage in next submittal

STAFF OBSERVATIONS:

1. Staff appreciate the nice detailing of brick.
2. Roof pitch of metal portion is very steep. Staff is not opposed to an angle but suggest restudy of the taller portion.

STAFF CONDITIONS FOR APPROVAL:

1. Restudy fenestration of metal masses, especially at the interaction between masonry and metal portions.
2. Restudy of intersection of two masses for more cohesion where the two masses intersect.

STAFF RECOMMENDATION: Conceptual approval with Board and staff conditions. Must return for preliminary.

BOARD QUESTIONS:

- None

PUBLIC COMMENT:

- HCF
  - Not opposed to architectural direction, but layout is too auto-centric
  - Recommend deferral for restudy

BOARD COMMENTS:

- Brick detailing is nicely done
- Appreciate comment about pitch of roof, bring down a little
- Maybe introduce a little screen wall along Morrison Drive to screen vehicular use area similar to what BAR-L requires. Typically around 30" high
- Signage will be important, would like to see some in next submittal
- Every elevation is articulated very nice, scale is appropriate
- Height, scale, mass typical of area
- For this design, the intersection of materials don't bother
- Don't have issue with roof pitch, can't change much without windows being a little squatty

---

8. **23 Savage Street**

**BAR2025-002220 | TMS# 457-12-03-052 | Charlestowne | Council District 8  
Not Surveyed | c. 1870 | Old & Historic District**

Requesting conceptual approval for exterior alterations including opening second-story porch, fenestration changes, and adding shutters.

Owner: Darren Boulton  
Applicant: Sebastian Von Marshall (Claire Andrew)

DECISION: APPROVED

MOTION: Conceptual approval with preliminary /final review by staff in permit documents.

MADE BY: Cobb SECOND: Altman VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- None

STAFF OBSERVATIONS:

1. Appreciate any portions of the porch reopening.

STAFF CONDITIONS FOR APPROVAL:

1. Second floor window should stay aligned with existing first floor window.

STAFF RECOMMENDATION: Conceptual approval with Board and staff conditions and preliminary /final review by staff in permit documents.

BOARD QUESTIONS:

- Note on drawings, shutters to remain as is but look different in proposed. Drawings error

PUBLIC COMMENT:

- None

BOARD COMMENTS:

- Appreciate reopening of piazza
- South elevation, new window on second floor. Align in bay
- Request existing and proposed be on same sheet in future submittals
- Rear not visible
- South elevation, issue with asymmetry. Fair trade off for opening the porch
- Symmetry of fenestration important to Georgian architecture
- Not opposed to trade off

---

**9. 158 Spring Street**

**BAR2025-002154 | TMS# 460-11-02-084 | Cannonborough/Elliottborough  
Council District 6 | Category 3 | c. 1840 / New Construction | Old City District**

Requesting conceptual approval for two single-family dwellings.

Owner: 158 Spring LLC

Applicant: AJ Architects

DECISION: APPROVED

MOTION: Conceptual approval with preliminary / final review by staff in permit documents.

MADE BY: Turner SECOND: Cobb VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- None

STAFF OBSERVATIONS:

1. Massing appears more vertical.
2. Fenestration has been unified. But staff would suggest adding additional fenestration to the east elevation.
3. Staff appreciate the relocation of porches per previous staff comments.

STAFF RECOMMENDATION: Conceptual approval with Board conditions and preliminary / final review by staff in permit documents.

BOARD QUESTIONS:

- None

PUBLIC COMMENT:

- None

BOARD COMMENTS:

- Has addressed previous Board concerns
  - No issue with additional height to increase verticality
  - Don't think it reads as a court, but appreciate the work that has gone in. diminishing the mass
  - Struggle with idea of turning driveway into court and not following subordination
- 

**10. 82 Alexander Street**

**BAR2025-002205 | TMS# 459-13-04-047 | Garden District | Council District 4  
Not Surveyed | New Construction | Old & Historic District**

Requesting conceptual approval for a new single-family dwelling.

Owner: Lisa & Rob Harris

Applicant: AJ Architects

DECISION: APPROVED WITH CONDITIONS

MOTION: Conceptual approval with Board conditions and preliminary / final review by staff in permit documents.

MADE BY: Altman SECOND: Cobb VOTE: FOR: 4 AGAINST: 1  
Opposed: Wilson

BOARD CONDITIONS:

- Study detailing of parapet wall
- study spacing between windows and top of parapet
- Study third floor massing to make less prominent from streetscape

STAFF OBSERVATIONS:

1. Space between the second-floor windows and the top of the parapet feels awkward.
2. Area of hardscape has been reduced.
3. Overall height has been reduced to be lower than 80 Alexander.
4. Rear porch has been restudied.

STAFF CONDITIONS FOR APPROVAL:

1. Staff recommend additional detailing above second floor to visually reduce space.

STAFF RECOMMENDATION: Conceptual approval with Board and staff conditions and preliminary / final review by staff in permit documents.

BOARD QUESTIONS:

- Stucco over masonry

PUBLIC COMMENT:

- HCF
  - Appreciate overall reduction in height
  - Third floor appears more as addition than as integrated element
- Arron Akin, neighbor to north
  - Appreciate the reduction of windows on north side

- Third floor, very atypical of neighborhood. Against the homogeny of the neighborhood and privacy of neighbors

**BOARD COMMENTS:**

- Agree with staff, area above windows and top of parapet
- Didn't require removal of roof terrace at last meeting
- Do think roof monitor is a little odd for neighborhood. There were a lot of comments from neighbors against
- Top of building needs detailing, visually reduce distance
- Lack of connection between architecture of main structure to roof monitor
- Overall direction of building is fine, attractive building
- Third floor appendage does not relate to rest of building, especially for that neighborhood
- If removal of third floor element wasn't requested removed at previous meeting, don't feel can ask to remove now
- Think roof elements needs to read as light, maybe restudy fenestration
- Don't think there is a similar element in neighborhood
- Lowering parapet will expose third floor more
- From perspectives penthouse is not very visible, maybe push further back
- Overall mass and general architecture direction are good compliment to adjacent. Only roof element needs restudy. Maybe bring back for preliminary

---

**11. 80 Ashley Avenue**

**BAR2025-002219 | TMS# 457-03-04-068 | Harleston Village | Council District 8  
Not Surveyed | c. 1929 | Old & Historic District**

Requesting conceptual approval for exterior alterations and addition to historic structure.

Owner: Ryan Mitchell & Annie Gallagher  
Applicant: Glenn Keyes Architects

**DECISION: APPROVED WITH CONDITIONS**

**MOTION:** Conceptual approval with Board conditions and preliminary / final review by staff in permit documents.

**MADE BY:** Turner **SECOND:** Altman **VOTE: FOR:** 5 **AGAINST:** 0

**BOARD CONDITIONS:**

- Parking area be studied to read less like a parking lot
- Introduce screen (knee) wall along street fronts

**STAFF OBSERVATIONS:**

1. Staff appreciate the 3-bay following the existing first floor layout.
2. While not subordinate, staff feel it is more important for the building to be utilized in order to ensure its survival.

**STAFF CONDITIONS FOR APPROVAL:**

1. While staff understand the building will not be symmetrical in plan because of the setback, the roof pitch should match on either side of ridge (the flatter pitch).

**STAFF RECOMMENDATION:** Conceptual approval with Board and staff conditions and preliminary / final review by staff in permit documents.

BOARD QUESTIONS:

- None

PUBLIC COMMENT:

- HCF
  - Current owner and easement holder, under contract
  - Requesting approval
  - History of structure and revolving fund ownership
- Heather Wilson, lives across street, 173 Wentworth
  - Appreciate retention of as much structure as possible
  - Think proposed is too close to existing
- PSC (written comment read by chairwoman at request of applicant)

BOARD COMMENTS:

- Question how copper cladding will work on top for wall, will change visual impact
- Appreciate work being done on building
- Appreciate change in material to copper
- Would appreciate if hardscape could look less like a parking lot. Change in material, maybe a site wall

---

**12. 170 Wentworth Street**

**BAR2025-002221 | TMS# 457-03-04-065 | Harleston Village | Council District 8  
Category 4 | c. 1905 | Old & Historic District**

Requesting conceptual approval to elevate and add new rear addition.

Owner: Joshua & Ashley Hughes

Applicant: Julia F. Martin Architects

DECISION: APPROVED

MOTION: Conceptual approval with preliminary / final review by staff in permit documents.

MADE BY: Wilson SECOND: Cobb VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- None

STAFF OBSERVATIONS:

1. Approved for Zoning Compliance Review for the proposed addition to 170 Wentworth Street. The addition's encroachment into the east setback as delineated on the site plan meets the provisions of Sec. 54-506 c. for granting an exception to the east side setback requirement.
2. The Board has typically been approving an additional foot above D.F.E.
3. Appreciate windows on the front elevation at the base.
4. Rear most addition has limited visibility from public ROW.
5. Appreciate the removal of piazza bathroom addition.

STAFF RECOMMENDATION: Conceptual approval with preliminary / final review by staff in permit documents.

BOARD QUESTIONS:

- None

**PUBLIC COMMENT:**

- Heather Wilson, 173 Wentworth
  - Understand FEMA compliance, but not one foot more
  - Request not just for ground floor but also 35' linear addition
  - Addition should be more sensitive to scale
  - Block can't support such massive stage
- Matt Hubble, 166 ½ Wentworth
  - Not sympathetic to historic homes
  - View will be of wall instead of gardens
  - Submitted packet of letters, received additional letter of objection to provide after deadline
  - Precedent setting
  - Zoning hearing results
  - Will change block for the worse
  - BZA said it was unreasonably over intensifying
- Suzannah Hubble, 166 ½ Wentworth
  - Artist, light from garden
  - Fear that other neighbors will follow suite
- Bill \_\_\_\_, 172 Wentworth
  - Water issues on street
  - Understand safety risk of having to let passenger out onto street
  - Growing
- Brian Leaseman, 179 Wentworth
  - Happy owners are finding way to stay in neighborhood
  - Within neighborhood and block guidelines
- Brandon Gaskins, Lawyer of owners
  - Hypocritical of neighbors, larger/higher houses
  - Will be compatible with neighborhood
  - Appreciate mission of Board
  - Reasonable request, place where families can live, grow, and thrive
- Thad Wilson, 173 Wentworth
  - BZA ruling
  - Argue need of growing family
  - Could support reasonable height increase, but not additional foot

**BOARD COMMENTS:**

- If the proposal had been submitted before January 1, 2021 it would have to be raised even higher due to flood
- Job of Board to evaluate on height, scale, and mass
- Can't tell someone they can't build something that meets with zoning
- Purview is only what is visible from public ROW and how that looks
- One additional foot is negligible, Board has consistently been allowing additional foot
- Many houses will have to be elevated, fact of life in Charleston
- Additions work fairly well, the little that can be seen from street. Differentiated from main structure
- Commend owners for opening up the piazza, very positive change for property
- Perspective views show how minimally visible proposal is
- Meets all of BAR criteria
- Design of elevations is nice, opening piazza is extremely positive

- Appreciate that hyphen is below roofline of historic structure, as goes back it steps down again
  - Have regularly approved additional foot in height when elevating
- 

### 13.95 America Street

**BAR2025-002212 | TMS# 459-05-04-018 | East Side | Council District 4  
Category 4 | c. 1880 | Historic Materials Demolition Purview**

Requesting appeal of staff decision denying windows.

Owner: Amanda Rypkema  
Applicant: Whitney Gant (Brian Pine, Renewal by Anderson)

DECISION: DENIED

MOTION: Uphold staff decision

MADE BY: Turner SECOND: Wilson VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- None

STAFF OBSERVATIONS:

1. Could not be approved by staff due to having vinyl components.

BOARD QUESTIONS:

- FTL – full divided lite, grill on each side like simulated divided lite
- (GBG – grill between glass)
- 5/8" muntin not available
- Designed as replacement series, not for new construction
- Sloped sill
- Placed inside old jam, behind existing trim. Pocket replacement

PUBLIC COMMENT:

- HCF
  - Request staff decision be upheld
  - Not appropriate replacement

BOARD COMMENTS:

- No window survey, many of the windows in photos are restorable
  - Not clear what windows or where are being replaced
  - Slippery slope
  - Not appropriate for 1880s building in Charleston
-

**14. 115 Smith Street**

**BAR2025-002196 | TMS# 460-15-04-041 | Radcliffeborough | Council District 8  
Not Surveyed | c. 1968 | Old & Historic District**

Requesting appeal of staff decision denying windows.

Owner: Frank Stewart

Applicant: Brian Pine (Renewal by Anderson)

DECISION: DEFERRED

MOTION: Deferral for applicant to submit a window study, elevations, clear depictions of windows being replaced and clear product description

MADE BY: Altman SECOND: Cobb VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- (see motion)

STAFF OBSERVATIONS:

1. Could not be approved by staff due to having vinyl components.

BOARD QUESTIONS:

- GBG – grill between glass
- Existing windows: single pane, wood windows

PUBLIC COMMENT:

- Bill Turner (not related to Board member), resident 115 Smith, unit 1
  - Existing windows are wood, single pane
  - 5/6 units are requesting window change
  - Long, slender building. Limited view of back
  - Four windows are front facing
  - Not sure of difference between repairable or replaceable
- HCF
  - Request staff decision upheld
  - Not appropriate replacement

BOARD COMMENTS:

- Still not sure which windows, not enough information in packet
  - Building still technically historic by BAR guidelines
  - Grills between glass not approvable, FDL might be approvable
  - Don't read like historic windows, muntins are always too wide
  - Because of it's age and architectural nature, sort of non-descript
  - Need window study or elevations
-

**15. 218 Rutledge Avenue Unit A & B**

**BAR2025-002223 | TMS# 460-08-03-013 | Cannonborough/Elliottborough  
Council District 6 | Not Surveyed | c. 1890 | Old City District**

Requesting after the fact and appeal of staff decision for windows on both buildings.

Owner: 218 Rutledge Ave LLC

Applicant: Chris Bonner

DECISION: APPROVED WITH CONDITIONS

MOTION: Partially overturn staff decision to allow Kolby windows in both buildings, but windows in masonry portions of building B need to be installed per approved drawings

MADE BY: Altman SECOND: Cobb VOTE: FOR: 5 AGAINST: 0

BOARD CONDITIONS:

- (See motion)

STAFF OBSERVATIONS:

1. For both buildings there are multiple deviations from approved plans that are inconsistent with what is typically approved in the Old City District.
2. As noted in the original after the fact request at the 6/26/25 BAR-S meeting for 218 (one story building):
  - a. There were deviations in the as built conditions from the approved plans to include the window type and window installation inconsistent with what is typically approved in the Old City District.
3. As noted in the 10/20/25 BAR staff inspection for 218 ½ Rutledge (two story building), leading to this appeal of staff:
  - a. There were deviations in the as built conditions from the approved plans to include the window type and window installation inconsistent with what is typically approved in the Old City District.
  - b. The fluted siding has poor workmanship and craft in installation.

BOARD QUESTIONS:

- What age of building, tax records say 1890s, but were severely altered
- A is taller building, B is shorter building

PUBLIC COMMENT:

- HCF
  - Does not support AFT approval
  - Request up hold staff decision
- Michelle Smyth, Represent Tyler A Smyth
  - Little if any historic fabric remaining
  - Unit A does date to 1890s, history of renovations
  - Cross section of Anderson A series
  - Comparable windows were installed

BOARD COMMENTS:

- Have previous seen building B, and upheld staff decision
- Clarification of 17 Trumbo, are fiberglass composite but set deep in wall. Project is new construction

- Two things to consider. Buildings have been so heavily altered, they should not be considered historic buildings. Working with outdated policy
  - Improvement of technology. Some of the materials that were not acceptable in the past may be allowed now
  - No issue with product. Not ok with placement of windows in masonry portion of structure
  - Fiberglass being used all over Charleston. Marvin has 2 good products
  - Should be considered for new construction or replacement in kind for modern buildings
  - Not setting a precedent with these structures as they are too altered to be considered historic
  - Need to reconsider window policy
  - Just denied building B and nothing has changed
  - Comparable window has been installed if drawings showed fiberglass window
  - Needs to be installed per drawings, set back into wall
  - Buildings have been bastardized, no architectural or cultural authenticity
-

I2.)

# HELLMAN YATES

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December 30, 2025

**Via Email (cookj@charleston-sc.gov )**

The Honorable Jennifer Cook  
Clerk of Council  
80 Broad Street  
Charleston, South Carolina 29401

Re: Request for a one (1) year extension of the vesting period of the Owners' (defined below) rights under that certain site specific development plan, known as the Meddin Brothers Planned Unit Development

Dear Ms. Cook:

The HJM Associates, LLC, HJM North, LLC, and Stuart Meddin, Trustee of the Hyman J. Meddin Residuary Trust are the owners (collectively the "Owners") of three (3) parcels of real property, 25, 31, and 34 Woolfe Street, TMS Nos. 460-08-04-064, 460-12-02-001, and 459-09-01-053, more particularly described in Exhibit A, attached hereto and incorporated herein by reference. These parcels are located in the City of Charleston and are zoned Meddin Bros Planned Unit Development ("MBPUD"). The MBPUD was enacted on November 9, 2021.

Although the MBPUD was enacted in 2021, pursuant to the State of South Carolina Permit Extension Joint Resolution of 2023, the running of the vesting period of the MBPUD was suspended and did not commence until January 1, 2023. As such, the owner's vested rights under the MBPUD have not yet expired.

This letter shall serve as the Owners' written request pursuant to the City of Charleston's Vested Rights Ordinance (City of Charleston Zoning Ordinance §§ 54-960 et seq.), and the State of South Carolina Vested Rights Act, Article 11, of Chapter 29, Title 6, of the Code of Laws of South Carolina, 1976 (S.C. Code §§ 6-29-1510 et seq.), to the City Council of Charleston, as the local governing body that approved the MBPUD, to extend a vested right, a certain site specific development plan, the planned unit development zoning ordinance commonly known as the MBPUD. The Owners hereby request a one (1) year extension of their vested rights under and including the MBPUD. This one-year extension would be the first of five one-year extensions.

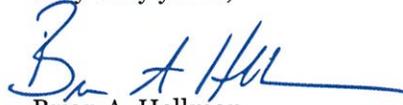
Please send confirmation of the granting of this extension to my attention at the address above.

Thank you for your assistance in this matter.

December 30, 2025  
Page 2

With kindest regards, I am

Very truly yours,



Brian A. Hellman  
as authorized agent of the Owners

cc: Ms. Julia Copeland copelandj@charleston-sc.gov (via email only)

**Exhibit A**

**Legal Description of 25, 31, and 34 Woolfe Street**

**PARCEL ONE:**

ALL that lot, piece or parcel of land, situate, lying and being on the North side of Woolfe Street in the City and County of Charleston, State of South Carolina, measuring and containing 0.312 acres (13,596.11 sq ft) shown and designated as "TMS 460-08-04-064" on a plat entitled "PLAT SHOWING TMS 460-08-04-064 (0.312 ACRE) PROPERTY OF HYMAN J. MEDDIN RESIDUARY TRUST LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Tim Elmer RLS, LLC dated August 9, 2011, and recorded August 29, 2011, in Plat Book S11, at Page 0179 in the Register of Deeds Office for Charleston County, South Carolina.

SAID parcel having such size, shapes, metes, buttings, and boundings as is shown on said plat, which said plat is incorporated into this description and made a part and parcel hereof by reference thereto.

BEING the same property conveyed to HJM Associates North, LLC, a South Carolina limited liability company, by deed of Stuart L. Meddin, as Trustee of the Hyman J. Meddin Residuary Trust dated as of August 1, 2024, and recorded August 14, 2024, in Book 1261, at Page 803 in the Register of Deeds Office for Charleston County, South Carolina.

TMS No.: 460-08-04-064

**PARCEL TWO:**

ALL that lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being on the South Side of Woolfe Street, in the City of Charleston, County of Charleston, State of South Carolina, known and designated as a portion of Lot No. Eleven (11) on a plat of lands recorded in the Office of the Register of Deeds (formerly Office of the Register of Mesne Conveyances) in Book O-8, Page 346, on the 27th day of November 1816; and being known and designated in the present numbering of the streets of the City of Charleston, S.C., as No. 25 and No. 27 Woolfe Street.

MEASURING AND CONTAINING in front on the North line on Woolfe Street, fifty-six (56) feet, and the same on the South line by one hundred and six (106) feet in depth on the East and West lines.

BUTTING AND BOUNDING on the North on Woolfe Street; on the East on Lot No. 12 on said plat aforementioned, now or late the property of Dunning; on the South on the remaining portion of said Lot No. Eleven (11), formerly the property of Henry Boylston; and West on the lands now or formerly of the South Carolina Railroad Company.

BEING a portion of the property conveyed to Hyman J. Meddin by deed of Sedye S. Meddin and David L. Meddin, as Co-Executors-Trustees of the Estate of Alexander Meddin, deceased; Reba S. Meddin, Jay Robert Meddin, and Nancie Meddin Clark, Co-Executors-Trustees of the Estate of Asa Meddin, deceased; and Gerald Meddin dated July 3, 1978, and recorded on November 29, 1978, in Book R-117, at Page 037 in the Register of Deeds Office (formerly RMC Office) for Charleston County, South Carolina; as distributed to Hyman J. Meddin Residuary Trust c/o Eve M. Meddin in that certain Deed of Distribution under the Estate of Hyman J. Meddin, Case Number 89ES10-00946 dated August 3, 1989, and recorded June 11, 1992, in Book V214, at Page 744 in the Register of Deeds Office for Charleston County, South Carolina; and as distributed to Hyman J. Meddin Residuary Trust c/o Eve M. Meddin in that certain Deed of Distribution under the Estate of Hyman J. Meddin, Case Number 89ES10-00946 dated August 3, 1989, and recorded July 20, 1992, in Book F216, at Page 680 in the Register of Deeds Office for Charleston County, South Carolina.

TMS No.: 459-09-01-053

December 30, 2025

Page 4

PARCEL THREE:

ALL that piece or parcel of land, lying and being in the City of Charleston, Charleston County, South Carolina, measuring and containing 0.367 of an acre and being bounded on the north by the right of way line of Woolfe Street (S-10-2127), on the east by lands of Hyman J. Meddin Residuary Trust and the lands of Burris Liquor Store, Inc., on the south by the right of way line of Reid Street (S-10-2124), and on the west by the lands of Morris P. Sokol, Trustee, and the lands of George L. Kirkland, Jr., and being more fully shown and designated on a plat titled "Plat of Parcel No. 38 Owned by Southern Railroad Surveyed at the Request of the Hyman J. Meddin Residuary Trust," dated July 9, 1998, recorded in the Register of Deeds Office (formerly RMC Office) for Charleston County in Plat Book DB, at PAge 692, and having the following metes and bounds, to wit:

Beginning at the southeastern right of way intersection of Meeting Street and Woolfe Street; thence, in a southwesterly direction along the southern right of way line of Woolfe Street a distance of 322.0 feet to a 1/2-inch rebar set and the

TRUE POINT OF BEGINNING; thence, continuing with the right of way line of Woolfe Street South 45 degrees 29 minutes 49 seconds West for a distance of 79.95 feet to a 1/2-inch rebar set; thence, leaving the right of way line of Woolfe Street and with the common line of George L. Kirkland, Jr. and the common line of Morris P. Sokol, Trustee, South 29 degrees 53 minutes 19 seconds East a distance of 199.15 feet to a 1/2-inch rod found; thence, leaving the common line of George L. Kirkland, Jr., and the common line of Morris P. Sokol, Trustee, and with the right of way line of Reid Street (S-10-2124) North 51 degrees 52 minutes 37 seconds East a distance of 80.11 feet to a railroad rail found; thence, leaving the right of way line of Reid Street (S-10-2124) and with the common line of Burris Liquor Store, Inc. North 30 degrees 15 minutes 29 seconds West a distance of 102.79 feet to a 1-inch open pipe found; thence, leaving the line of Burris Liquor Store, Inc. and with the common line of Hyman J. Meddin Residuary Trust North 30 degrees 34 minutes 41 seconds West a distance of 105.07 feet to a 1/2-inch rebar set and the TRUE POINT OF BEGINNING.

It is the intent of this description to convey all that property conveyed by deed from Mary Johan to South Carolina Canal & Railroad Company, dated October 12, 1833, recorded August 4, 1834, in Deed Book G10, at Page 305 in the Register of Deeds Office (formerly Register of Mesne Conveyance Office), Charleston County, South Carolina.

SUBJECT TO all restrictions, conditions, easements, licenses, leases, and reservations as may appear of record or be apparent by an inspection of the premises.

BEING the same property conveyed to Hyman J. Meddin Residuary Trust by deed of Norfolk Southern Railway Company, a Virginia corporation, dated as of October 27, 1998, and recorded November 17, 1998, in Book U314, at Page 825 in the Register of Deeds Office for Charleston County, South Carolina.

TMS No.: 460-12-02-001



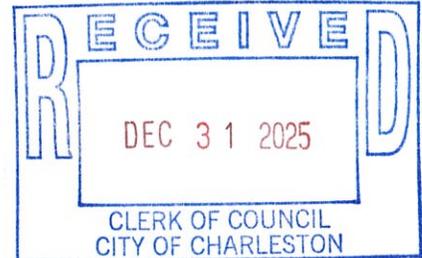
NATALIE A. HAM  
COUNTY ATTORNEY  
CHIEF OF ENVIRONMENTAL MANAGEMENT

CHARLESTON COUNTY ATTORNEY'S OFFICE  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive, Suite B314  
North Charleston, South Carolina 29405  
843.958.4010  
Fax: 843.958.4017

December 31, 2025

Via Email (cookj@charleston-sc.gov ) and Hand Delivery

The Honorable Jennifer Cook  
Clerk of Council  
80 Broad Street  
Charleston, South Carolina 29401



Re: Request for a one (1) year extension of the vesting period of the County of Charleston's rights under that certain site-specific development plan, known as the Laurel Island Planned Unit Development

Dear Ms. Cook:

The County of Charleston is the owner of two (2) parcels of real property, commonly known as 993 and 995 Morrison Drive, more particularly described in Exhibit A, attached hereto and incorporated herein by reference. These parcels are located in the City of Charleston and are zoned Laurel Island Planned Unit Development ("LIPUD"). The LIPUD was enacted as ordinance number 2020-144, on October 27, 2020. A courtesy copy of the LIPUD is enclosed herewith as Exhibit B.

Although the LIPUD was enacted in 2020, pursuant to the State of South Carolina Permit Extension Joint Resolution of 2023, the running of the vesting period of the LIPUD was suspended and did not commence until January 1, 2023. As such, the County's vested rights under the LIPUD (notwithstanding its rights under a subsequently enacted development agreement) have not yet expired.

This letter shall serve as the County of Charleston's written request pursuant to the City of Charleston's Vested Rights Ordinance (City of Charleston Zoning Ordinance §§ 54-960 *et seq.*), and the State of South Carolina Vested Rights Act, Article 11, of Chapter 29, Title 6, of the Code of Laws of South Carolina, 1976 (S.C. Code §§ 6-29-1510 *et seq.*), to the City Council of Charleston, as the local governing body that approved the LIPUD, to extend a vested right, a certain site specific development plan, the planned unit development zoning ordinance commonly known as the LIPUD. The County hereby requests a one (1) year extension of its vested rights under and including the LIPUD. This one-year extension would be the first of five one-year extensions.

Please send confirmation of the granting of this extension to my attention at the address above, with courtesy copies to William Tuten, Charleston County Administrator, 4045 Bridge View Drive, N Charleston, SC, 29405-7464, and Brian A. Hellman, Hellman & Yates, PA, 105 Broad Street, Third Floor, Charleston, SC 29401.

Thank you for your assistance in this matter.

Warmest regards,



Natalie Ham  
Charleston County Attorney

Enclosures as noted

cc: Ms. Julia Copeland [copelandj@charleston-sc.gov](mailto:copelandj@charleston-sc.gov) (via email only)  
Mr. William Tuten [BTuten@charlestoncounty.org](mailto:BTuten@charlestoncounty.org) (via email only)  
Mr. Brian Hellman [bh@hellmanyates.com](mailto:bh@hellmanyates.com) (via email only)

## Exhibit A

### **Legal Description of 993 and 995 Morrison Drive**

ALL those certain pieces, parcels or lots of land, together with the buildings and improvements thereon, if any, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as "LOT B 993 MORRISON DR (3.17 ACRES)" and "LOT D 995 MORRISON DR. (3.26 ACRES)" on that certain plat prepared by Davis & Floyd, Inc. entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TMS # 461-13-03-024 (7.94 ACRES) OWNED BY COUNTY OF CHARLESTON AND CREATING LOT A (0.72 ACRES), LOT B (3.17 ACRES), LOT C (0.79 ACRES) AND THE RESIDUAL LOT D (3.26 ACRES) LOCATED CITY OF CHARLESTON, CHARLESTON COUNTY, S.C.", dated December 1, 2020, last revised January 23, 2021 and recorded February 4, 2021 in the ROD Office for Charleston County in Plat Book L21 at Page 0036 (the "Plat"). Said lots having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.

For reference only: TMS Nos. 461-13-03-101 & -024

Exhibit B

Courtesy Copy of Laurel Island Planned Unit Development



Ratification  
Number 2020-144

## A N O R D I N A N C E

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTIES LOCATED ON MORRISON DRIVE, ROMNEY STREET AND NORTH ROMNEY STREET (LAUREL ISLAND) (APPROXIMATELY 196.1 ACRES) (TMS # 464-00-00-006, 002, 023, 038, 459-02-00-013, AND 461-13-03-024) (COUNCIL DISTRICT 4), BE REZONED FROM GENERAL BUSINESS (GB), HEAVY INDUSTRIAL (HI), UPPER PENINSULA (UP) AND DIVERSE RESIDENTIAL (DR-3) CLASSIFICATION TO PLANNED UNIT DEVELOPMENT (PUD) (LAUREL ISLAND) CLASSIFICATION, WITH THE PLANNED UNIT DEVELOPMENT GUIDELINES ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE TO SERVE AS THE DEVELOPMENT PLAN FOR SUCH PROPERTY. THE PROPERTY IS OWNED BY CHARLESTON COUNTY AND LRA PROMENADE NORTH LLC. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

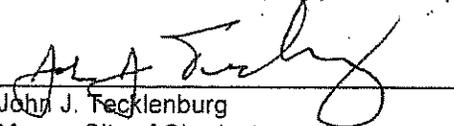
Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from General Business (GB), Heavy Industrial (HI), Upper Peninsula (UP) and Diverse Residential (DR-3) classification to Planned Unit Development (PUD) (Laurel Island) classification.

Section 2. The property to be rezoned is described as follows:  
properties located on Morrison Drive, Romney Street and North Romney Street (Laurel Island) (approximately 196.1 acres) (TMS # 464-00-00-006, 002, 023, 038, 459-02-00-013, and 461-13-03-024)

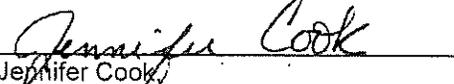
Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this 27<sup>th</sup> day of  
October in the Year of Our Lord  
2020, in the 245<sup>th</sup> Year of Independence  
of the United States of America.

By:

  
John J. Fecklenburg  
Mayor, City of Charleston

Attest:

  
Jennifer Cook  
Interim Clerk of Council

# City of Charleston

Planning Commission  
August 19, 2020

## REZONING 4

Laurel Island

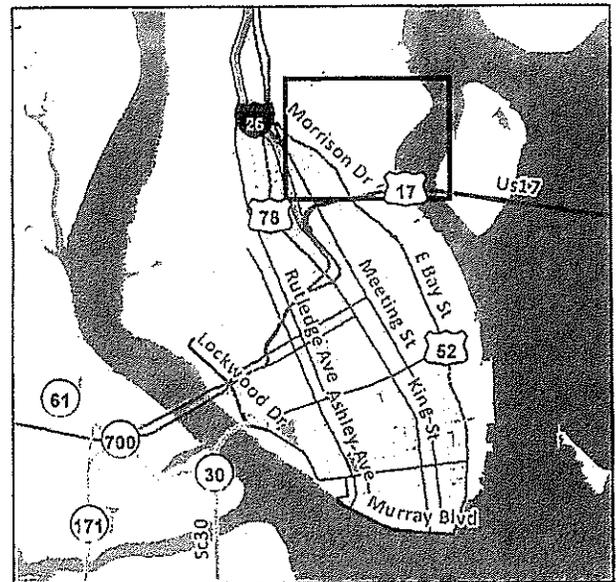
TMS # 4640000006, 002, 023, 038,  
4590200013 & 4611303024

approx. 196.1 ac.

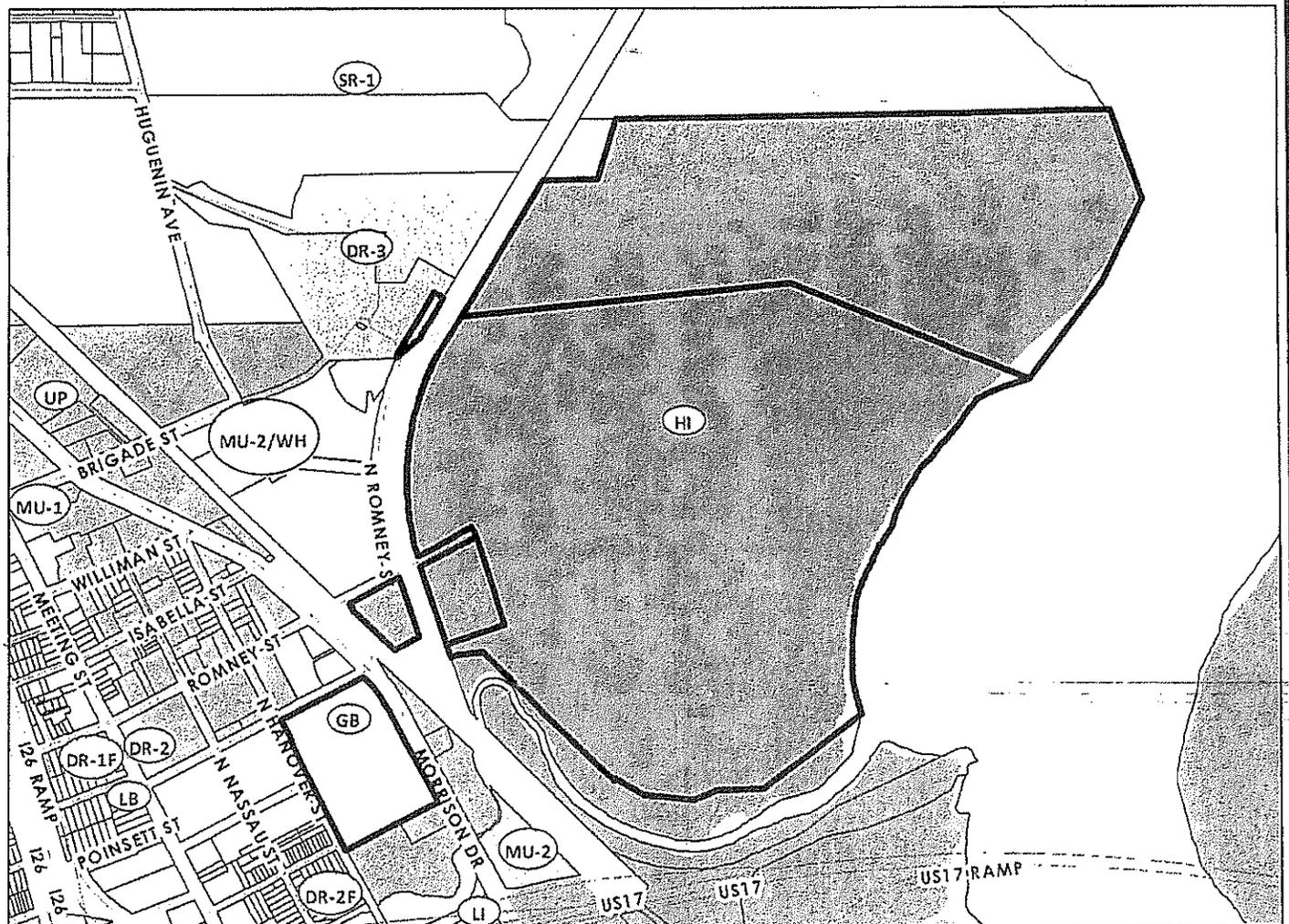
Request rezoning from General Business (GB), Heavy  
Industrial (HI), Upper Peninsula (UP) and Diverse  
Residential (DR-3)  
to Planned Unit Development (PUD) (Laurel Island).

Owners: Charleston County and LRA Promenade

Area



Location



MEMORANDUM

DATE: October 20, 2020  
TO: Mayor Tecklenburg and Members of City Council  
FROM: Chip McQueeney, Assistant Corporation Counsel  
COPY: Susan Herdina; Rick Jerue; Jacob Lindsey; Christopher Morgan; Jack O'Toole  
RE: Laurel Island PUD (REVISIONS)

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On September 22, 2020, City Council gave first reading to the Laurel Island PUD. For ease of reference, an unrevised copy of the Laurel PUD is attached hereto as Exhibit 7. Since that time, City staff has worked with the applicant to make several revisions to the Laurel Island PUD to address comments or concerns raised by the public and/or councilmembers. A "redlined" version of the Laurel Island PUD, reflecting all of these changes, is attached as Exhibit 1.

The appendices to the Laurel Island PUD are *not* attached to Exhibit 1. Such appendices remain unchanged since September 22, 2020, except that a new Appendix A.4.1, defining the height districts applicable to the PUD, has been added. For ease of reference, this new Appendix A.4.1 is attached as Exhibit 2.

The PUD document attached to the ordinance in councilmembers' packets includes the version of the Laurel Island PUD attached as Exhibit 1, without the redlines, together with all appendices, including new Appendix A.4.1. To the extent City Council desires to give second reading, third reading, and ratification to the Laurel Island PUD, I would recommend moving to give the ordinance included in your packets second reading, third reading, and ratification.

Nothing in the revised PUD document provides the applicant with additional development rights. Instead, the revisions clarify and/or limit the rights described in the Laurel Island PUD presented on September 22, 2020. The following describes the changes reflected in the revised Laurel Island PUD, shown in redline on Exhibit 2:

1. Section 2.4 (Workforce Housing): Section 2.4 was revised to ensure that at least 10% of all dwelling units on the Laurel Island Site will be set aside as workforce housing *at all times* and that at least an additional 10% of completed dwelling units on the Laurel Island Site will be set aside as workforce housing for 10 years *from the lease date for such workforce housing units*.

2. Section 3.2 (Development Rights): Section 3.2 has been revised to emphasize that the referenced table outlines the *maximum* permitted densities and intensities based on land use. The land use plan for the site is attached as Exhibit 3.

3. Section 3.2 (Conversion): Section 3.2 has also been revised to clarify the procedure for converting the stated maximum densities and intensities from one land use to

another. First, a land use conversion matrix appended to the PUD allows conversion based on estimated maximum peak hour traffic impacts. For ease of reference, a copy of the land use conversion matrix is attached as Exhibit 4. Second, the applicant may convert from one land use to another upon showing that the conversion would result in no increased traffic impact, provided the City's Director of Traffic and Transportation approves the conversion based on an updated traffic impact analysis.

4. **Section 3.2 (Minimum Retail and Office)**: Section 3.2 now clarifies that the applicant must develop at least 220,000 square feet of new office space and at least 27,650 square feet of new retail/commercial space as part of the PUD.

5. **Section 3.2 (Maximum Dwelling Units)**: Section 3.2 now provides, in pertinent part: "Notwithstanding any other provision of this PUD, no more than 7,750 total dwelling units may be developed within the Laurel Island PUD."

6. **Section 3.3 (Public Infrastructure)**: As revised, Section 3.3 ensures that public infrastructure and facilities are made available concurrent with the impacts of the development. Section 3.3 now emphasizes that the City will *not* be required to fund, construct, or contribute to such public infrastructure improvements except upon prior approval by City Council. It is anticipated that a development agreement and/or public infrastructure improvements agreement will address these issues because some of the public infrastructure will likely require the use of TIF funds.

7. **Section 4.1 (Building Heights)**: Section 4.1 has been revised to incorporate a new exhibit addressing building heights, attached as Exhibit 2. The revisions and exhibit do not substantively change what was requested in the previous version of the Laurel Island PUD. The height district plan, showing the location of each height district, is attached as Exhibit 5. The previous version of the PUD permitted adjustment to the height district boundaries reflected on Exhibit 5. The revisions ensure that the boundaries may be changed only based upon the final location of the constructed rights-of-way, with any major expansion of a height district boundary requiring approval of City Council through an amendment to the PUD.

8. **Section 4.2 (Outdoor Venue)**: Any outdoor venue will be designed and constructed to direct amplified music *away from* the Peninsula.

9. **Section 4.3 (Parking Standards)**: As set forth in the appendices, on-street parallel parking will be provided unless prohibited with respect to certain right-of-way types.

10. **Section 5.1 (Open Space)**:

a. **PUD Requirements**: Sec. 54-256.e of the City's Zoning Ordinance requires that a PUD provide (1) at least 20% of the gross acreage of the site as open space; and (2) at least 25% of the open space (i.e., at least 5% of the gross acreage of the site) as "Usable Open Space." As a result, the applicant must provide at least 39.2 acres of open space and at least 9.8 acres of "Usable Open Space."

b. **Usable Open Space:** Section 5.1 has been revised to clarify that the definition of “usable open space” in the Zoning Ordinance applies. In this respect, Sec. 54-120 defines “usable open space” as “open space areas of high ground developed to provide for active recreational uses.”

c. **Laurel Island PUD Requirements:** Under Section 5.1, the applicant must develop and provide *at least 39.2 acres* of the site as “usable open space.” Section 5.1 has been revised to emphasize that *this minimum amount may not be reduced* except by an amendment to the PUD, which would require City Council approval. The previous version would not have required a PUD amendment to reduce the 39.2 acres of usable open space if there were an act of god or if a regulatory requirement justified the reduction. The revision to Section 5.1 eliminates this exception.

d. **Open Space Plan:** The Open Space Plan for the Laurel Island PUD is attached as Exhibit 6. Proposed amendments to a PUD master plan involving changes to the location of open space areas are considered “major amendments and shall only be approved by City Council . . . .” The detailed land use plan, attached as Exhibit 3, also shows the usable open space areas. A relocation of these areas would require a PUD amendment approved by City Council.

e. **City Maintenance:** It is anticipated that much of the usable open space will be developed utilizing TIF funds and that such usable open space would be dedicated to the City upon completion. The revised Section 5.1 emphasizes that City Council would need to approve such dedicated areas prior to acceptance. As a practical matter, the agreements addressing use of TIF funds will address this issue in more detail.

11. **Other Changes:** Section 7 (Tree Protection), Section 8 (Rights-of-Way), and Section 9.1 (Flood Zones) have been revised for clarity. Section 7 ensures that the tree protection standards apply, not just the tree planting requirements. Section 8 ensures that there will be compliance with the fire code. Section 9.1 ensures that building permit requirements applicable to flood zones will be those in effect at the time the permit is approved.

12. **Section 13.1 (LIBAR):** From a legal perspective, Section 13.1 provides a good deal of discretion to the Laurel Island Board of Architectural Review (“LIBAR”). However, LIBAR’s discretion is limited by the requirement that the City’s BAR-L approve the Laurel Island Design Principles. Additionally, LIBAR’s discretion is further limited by the ability to appeal the decision of LIBAR to the City’s BAR-L. My reading is that Section 13.1 would create a more streamlined review process for less controversial decisions, with the potential for the BAR-L to review more controversial issues. I do not intend this synopsis of Section 13.1 to constitute a policy recommendation for or against the proposal.

City Council approved  
October 27th, 2020  
Ordinance# 2020-144  
Height district #2020-143

# LAUREL ISLAND

PLANNED UNIT DEVELOPMENT  
Charleston, South Carolina

Applicants:

Reveer Group, LLC  
2971 W. Montague Ave., Ste. 101  
North Charleston, SC 29418

Owners:

LRA Promenade, LLC  
LRA Promenade North, LLC  
171 17th Street, Ste. 1575  
Atlanta, GA 30363

Charleston County  
995 Morrison Drive  
Charleston, SC 29403

October 19, 2020  
Application#: PUD2019-000010

Prepared by: Hellman Yates & Tisdale, Bello Garris Architects, and Reveer Group

Laurel Island  
Planned Unit Development  
Charleston, South Carolina

1. Relationship to Zoning Ordinance
2. Introduction and Background Information
  - 2.1. Background and Ownership
  - 2.2. Current Zoning
  - 2.3. Development Goals
  - 2.4. Workforce Housing
3. Land Use
  - 3.1. Area Breakdown
  - 3.2. Net Density and Calculations
  - 3.3. Adequate Public Facilities
4. Zoning Criteria
  - 4.1. Development Standards
  - 4.2. Permitted Uses; Hours
    - 4.2.1 Excluded Uses
  - 4.3. Parking Standards
5. Outdoor Space
  - 5.1. Outdoor Space Requirements
  - 5.2. Outdoor Space Types
6. Buffers
7. Tree Summary
8. Right-Of-Way
9. Drainage Basin Analysis
  - 9.1. Flood Zone
  - 9.2. Existing Topography and Drainage
  - 9.3. Wetlands Verification
  - 9.4. Preliminary Stormwater Techniques
10. Traffic Study
11. Cultural Resources Study
12. Letters of Coordination
13. Additional Information
  - 13.1. Design Review and Modifications
  - 13.2. Laurel Island Conceptual Master Plan

## Appendix

### A. Figures

1. Base Plan
2. Land Use Plan
3. Detailed Land Use Plan
4. Height District Plan
  1. Height Districts
5. Open Space Plan
6. Pedestrian/Bicycle Circulation Plan
7. Street Types Plan
8. Street Type Sections

### B. Traffic Models

1. Land Intensity Conversion Matrix
2. Traffic Study

### C. Cultural Resources Study

### D. Letters of Coordination

### E. Survey

### F. Additional Drawings

- Exhibit 1: Location Map
- Exhibit 2: Aerial
- Exhibit 3: Project Parcels
- Exhibit 4: Existing Conditions
- Exhibit 5: Wetland and Critical Lines
- Exhibit 6: Existing Drainage
- Exhibit 7: FEMA Flood Maps

### G. LIBAR Rules and Regulations

## Section 1: Relationship to Zoning Ordinance

The Development Guidelines and Land Use Plan for the Laurel Island Planned Unit Development (PUD), attached hereto and made a part hereof, are part of the PUD Master Plan application submitted in accordance with the Zoning Ordinance of the City of Charleston, Article 2, Part 7 Sections 54-250, et seq. The Zoning Ordinance of the City of Charleston is incorporated herein by reference, except as amended herein.

- a. Consistency with the City's Century V Plan, as the underlying property is designated Peninsula;
- b. Better achieving the goals of the Century V Plan and all adopted plans for the subject property than the current zoning, as the PUD tailors the uses and plans to better meet the community's input and serve its needs;
- c. Consistency with the City's adopted master road plan as modeled herein;
- d. Better protecting and preserving natural and cultural resources, if any, than the existing primarily Heavy Industrial zoning resulting in more green space and more compatible uses with neighboring properties;
- e. Compatibility with the density and maximum building height of adjacent developed neighborhoods, by adjusting the height from the maximum currently allowed and considering the height of the Ravenel Bridge and other nearby uses, heights, and densities;
- f. Creating connectivity with the existing network of public streets in adjacent neighborhoods and areas by including provisions for public and private connections;
- g. Providing for adequate parking for residents and users;
- h. Confirming accommodation by existing and planned public facilities including but not limited to, roads, sewer, water, schools, and parks as is evidenced by the included traffic study, coordination letters, and newly proposed usable open space;
- i. Providing for new public facilities, including open space and recreational amenities as well as locations for other governmental services;
- j. Adequately providing for the continued maintenance of common areas, open space, and other public facilities not dedicated to the City by making the foregoing an obligation of the current and any future property owner; and
- k. Providing for a mixture of residential, commercial, conservation, and other uses.

No person shall erect or alter any building, structure, or sign on any tract of land or use any tract of land within the Laurel Island PUD except in conformance with these guidelines and regulations. Unless modified herein, definitions of terms used in the Laurel Island PUD Development Guidelines shall follow definitions listed in the Zoning Ordinance of the City of Charleston, as amended from time to time. Administration and enforcement of the adopted Laurel Island PUD Master Plan shall follow Article 9 of the Zoning Ordinance of the City of Charleston.

The Laurel Island PUD Master Plan was approved by Charleston City Council on Oct. 27, 2020, Ordinance Number 2020-144.

## **Section 2: Introduction and Background Information**

### **2.1 Background and Ownership**

Laurel Island's PUD includes six (6) parcels totaling 196.1 acres and composed of 165.3 acres of highland (84%) and 30.8 acres of wetlands and marsh. Three of the parcels are contiguous (I, II, and VI), hereinafter, the Laurel Island Site, and described collectively. The remaining three parcels (III, IV, and V) are described individually, as further set forth in the table below.

The Laurel Island Site has a robust history, notably serving as the Rumney Distillery in the 1790's, leading to its main access point of "Rumney Street". It later served as the Armory for the State of South Carolina, containing gun powder magazines during the Civil War, before ultimately becoming the Romney and Holston Landfills in the 1970's. A history of Laurel Island is presented in **Figure 1**.

The landfills ceased operating in the 1980s and were purchased by Lubert Adler in 2003. Lubert Adler began working to create a full-service resort on the site, but was ultimately unsuccessful due to several factors, including the Great Recession of 2008 and the site's environmental conditions. In 2013, the Port of South Carolina began looking to use the site as a new port facility but has since decided to not build a new terminal facility. A summary of the planning related to Laurel Island is presented in **Figure 2**.

# History

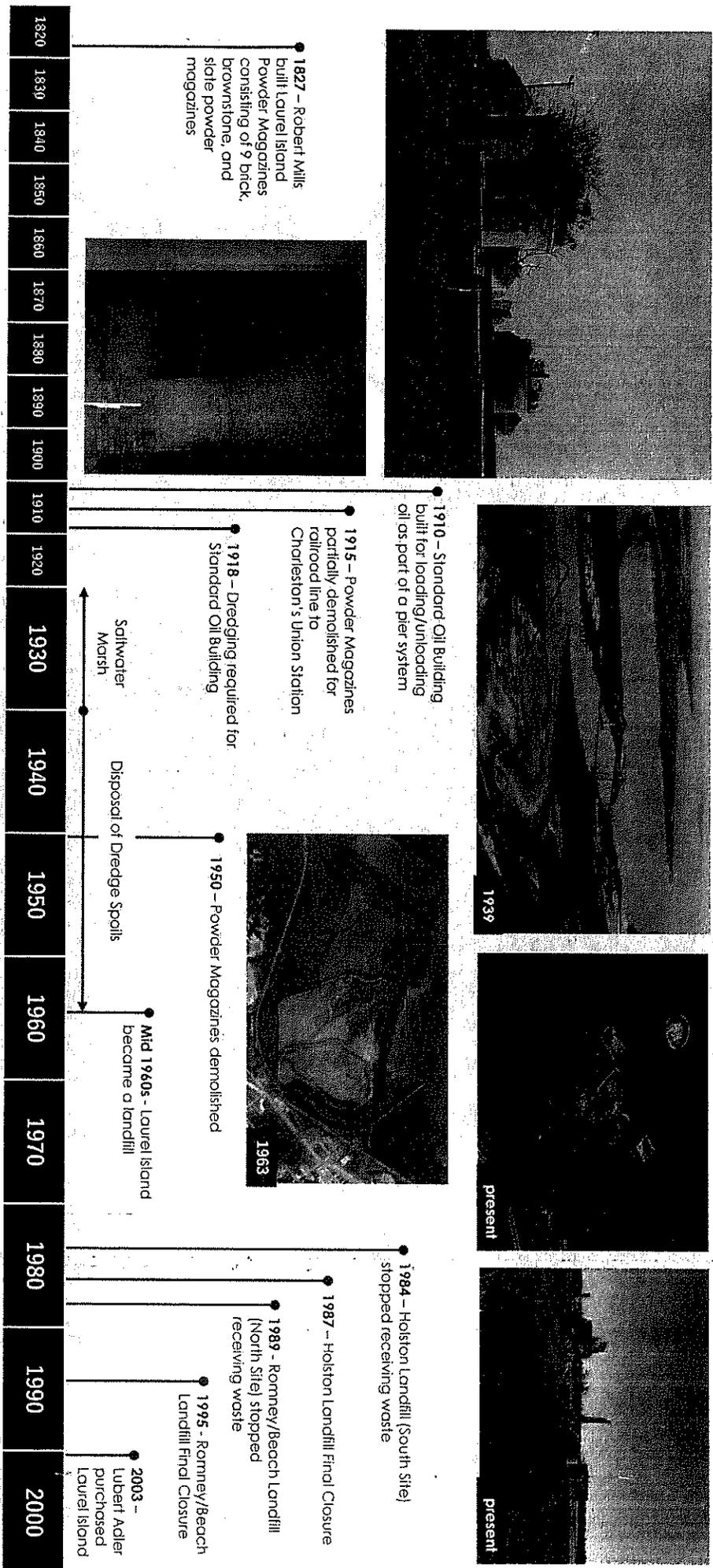


Figure 1: Laurel Island History

# Laurel Island – 12 Years of Planning



Figure 2: Laurel Island Planning

Given the significant increase in the cost of housing across Charleston, it is submitted that the best use of this site will be a mixed-use community, comprised with a heavy component of workforce housing. The current Heavy Industrial zoning on the majority of the site does not allow for this use, and as such, the property is proposed to be re-zoned as a Planned Unit Development.

Current ownership of the property is as follows:

Laurel Island PUD Project Parcels			
Parcel ID	TMS#	Owner	Acreage
I	4640000006	LRA Promenade North LLC	69.04
II	4640000002	LRA Promenade LLC	114.22
III	4590200013	LRA Promenade North LLC	1.42
IV	4640000038	LRA Promenade North LLC	0.40
V	4611303024	Charleston County (995 Morrison)	8.01
VI	4640000023	Charleston County (Recycling Center)	3.01
<b>Total Acreage</b>			<b>196.1</b>



## 2.2 Current Zoning

The current Zoning for the parcels is set forth below, and allows a broad range of residential, commercial, and industrial uses and activities.

Parcel ID	TMS Number	Current Zoning	Height Limits
I	4640000006	Heavy Industrial	W Height District
II	4640000002	Heavy Industrial	W Height District
III	4590200013	Upper Peninsula	4-12 Story Height District
IV	4640000038	Diverse Residential 3	50' / 3 stories
V	4611303024	General Business	85' (Tech Corridor Overlay)
VI	4640000023	Heavy Industrial	W Height District

The Laurel Island Site is bounded by roadways and railways on three sides of the site, with the fourth side being bounded by Town Creek and the Cooper River.

## 2.3 Development Goals

Development within the Laurel Island PUD shall follow these Guiding Principles:

### Connection to the Environment

The unique nature of the site as an island should be celebrated. As such, the street grid will be oriented with the environment in mind where possible and will provide view corridors to the water at the ends of the majority of streets.

A network of public parks will be integral to the overall plan. A public pedestrian and bike path will encircle the majority of the island's edge, and other direct public accesses to the water will be provided via paths and docks.

### Sustainable and Resilient Practices

As the project is a high-density development to be built on former landfill site within downtown Charleston, it provides an option to sprawl-like development further from the city center. In addition, an emphasis on connections to public transportation and the incorporation of bicycle and pedestrian routes will reduce energy consumption and should serve to limit the demands of further traffic entering from outside the peninsula.

Building designs will employ sustainable practices through their orientation, materials and architectural elements. Critical infrastructure will be designed with resiliency as a goal. Bridges, utilities and drainage pipes will be able to stand the test of time and remain high, dry and connected as the climate changes and natural disasters occur.

### Social and Economic Diversity

The diverse social and economic community of Charleston will be reflected. Toward that end, a significant amount of affordable/workforce housing will be provided. The other land types will include an overlapping of commercial office, multi-family, retail, and entertainment uses, allowing for a mix of race, income and age, and creating a true community.

### **Quality of the Public Realm**

Laurel Island will be organized around a public realm that supports a high quality pedestrian experience. Similar to Charleston, the streets will be arranged as primary and secondary streets, depending on their primary uses and orientations and will incorporate a mix of uses. Public parks, plazas and other open spaces will be woven into the street grid and overall plan, and the design of buildings will activate and engage the public realm.

### **Authenticity**

It is important that a true, authentic “place” is created, and many of the elements in the other principles will contribute toward this goal. The organization of the street plan itself will be drawn from the constraints and character of the site rather than from a random pattern. The layout will be orderly but flexible, allowing for the development to grow and adapt organically, just as a true community does.

Laurel Island will be inspired from Charleston’s defining elements—but will also be guided by more recently-developed practices in site planning and building design. The existing historic sites will be preserved and celebrated, with some to be publicly accessible.

## **2.4 Workforce Housing**

At all times from the enactment of the Laurel Island PUD, during the development of the Laurel Island Site, upon the completion of the development thereof, and at all times thereafter no less than ten (10%) percent of all residential dwelling units located on the Laurel Island Site shall be Workforce Housing (the “Permanent Workforce Housing”). Furthermore, an additional ten (10%) percent of such newly-constructed residential dwelling units located on the Laurel Island Site shall also be Workforce Housing (the “Amortized Workforce Housing”) for a period of ten (10) years commencing on the lease date for each such unit (the “Amortization Period”). The City’s Department of Housing and Community Development shall verify Workforce Housing on the Laurel Island Site according to its standard procedures. Additionally, the Zoning Administrator shall verify compliance with the Workforce Housing requirements set forth herein (1) when a building permit has been obtained for the 1,278th dwelling unit on the Laurel Island Site; and (2) when a building permit has been obtained for 2,556th dwelling unit on the Laurel Island Site.

Workforce Housing, whether Permanent Workforce Housing or Amortized Workforce Housing shall mean Rental Workforce Housing Units to Qualified Households for Affordable Rent, as such terms are defined below. Nothing herein shall prevent or prohibit the relocation, replacement, or reduction (of the overall percentage) of Workforce Housing within the Laurel Island Site from time to time, provided the overall percentage of Permanent Workforce Housing shall not be less than ten (10%) percent of all dwelling units located on the Laurel Island Site and the Amortized Workforce Housing shall not, during the applicable Amortization Period, be less than ten (10%) percent of the total of all of the non-Permanent Workforce Housing dwelling units located on the Laurel Island Site.

Rental Workforce Housing Unit: A dwelling unit, where occupants have, in the aggregate, household income less than or equal to eighty (80%) percent of the area median income (AMI) for rental units.

Qualified Household: Households where occupants have, in the aggregate, a household income less than or equal to eighty (80%) percent of the area median income (AMI) for rental workforce housing units.

Affordable Rent: An amount equal to thirty (30%) percent of eighty (80%) percent of the annual Income Limits as published by the City of Charleston Department of Housing and Community Development, or its successors, for the median household size. In the absence of such information, the annual rent charged by the owner shall not exceed thirty (30%) percent of the annual household income.

Household Income: All sources of financial support, both cash and in kind, of adult occupants of the housing unit, to include wages, salaries, tips, commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, Social Security benefits, railroad retirement benefits, Supplemental Security income, Aid to Families with Dependent Children or other public assistance welfare programs, other sources of income regularly received, including Veterans' (VA) payments, unemployment compensation and alimony, and awards, prizes, government or institutional or eleemosynary loans, grants or subsidies and contributions made by the household members' families for medical, personal or educational needs.

Area Median Income (AMI): Area median income (AMI) shall be as determined annually by the City of Charleston Department of Housing and Community Development, or its successors.

**Section 3: Land Use**

**3.1 Area Breakdown**

Below is a breakdown of the Laurel Island PUD's total project acreage, marsh/wetland/open water area, and remaining developable area.

Total Project Area	196.1 ac.	
Total Marsh/Wetland/Open Water Area	30.8 ac.	15.7% of Total Area
Total Developable Area (Blocks, Parks, & R/W)	165.3 ac.	84.3% of Total Area
	Sum = 196.1 ac.	100.0% of Total Area

The Laurel Island PUD proposes significantly more open space and usable open space than the required minimums. Further detail regarding open space allocations is provided in Section 5.1

### 3.2 Net Density and Calculations

The Laurel Island PUD is a mixed-use development incorporating flexibility to accommodate appropriate development over time. Pursuant to Sec. 54-256.b.1.(b) of the Zoning Ordinance, the Laurel Island PUD includes Mixed-Use Zoning, as defined in Section 4.2. See Appendix A, Detailed Land Use Plan for the Master Plan as per Zoning Ordinance requirements. The table below summarizes the maximum densities and intensities, based on each category of land use, for the Laurel Island PUD\*:

Zoning	Land Use	Area	Units
Mixed Use	Retail	276,500 sf	-
Mixed Use	Office	2,200,000 sf	-
Mixed Use	Park	39.2 acres	
Mixed Use	Hotel/Accommodation	-	400 sleeping units
Mixed Use	Residential	-	4,260 dwelling units
Mixed Use	Movie Theatre		8 screens

\*These densities/intensities represent the anticipated square footages or unit counts anticipated in the Laurel Island PUD. To enable flexibility over the duration of the development, the maximum densities and/or intensities of a specific Land Use may be converted to a different specific Land Use, using the procedures set forth herein and the Institute of Transportation Engineer's (ITE's) Traffic Engineering Handbook, 10th edition equivalence. Notwithstanding the stated maximums, the owner may increase the maximum allowed densities and intensities for each land use upon a corresponding reduction in densities or intensities for other land uses based on (1) the Land Intensity Conversion Matrix provided in **Appendix B**; or (2) at the option of the Laurel Island Architectural Review Board ("LIBAR") and upon approval by the City's Director of Traffic and Transportation, an updated traffic study addressing so much of the Laurel Island PUD deemed relevant by the traffic engineer to determine. Any updated traffic study shall be based on factors deemed relevant by such traffic engineer to determine the amount of the required reduction in the maximum densities and/or intensities for other land uses to offset the proposed increase in densities and/or intensities for such land use. The City's Director of Traffic and Transportation shall base his or her approval on standard traffic engineering practices.

As an example of the flexibility of using the ITE equivalence, assume a use change is proposed from 10,000 sf of retail space to residential dwelling units. Based on the ITE equivalence, 87 residential dwelling units (DU) could be substituted in exchange for the reduction of 10,000 sf of retail space. The calculations based on the ITE Conversion Matrix are shown below:

$$10,000 \text{ sf} = 10 \text{ ksf} \quad 10 * 8.659 = 87 \text{ residential DU substitution for } 10,000 \text{ sf of retail space}$$

As parcels are platted, the City shall be notified by the LIBAR of the specific land use density/intensity assigned to each parcel or conveyance. Unless restricted in a plat or conveyance, density/intensity may, by default, be converted using the ITE Conversion Matrix, as set forth above.

**Required Office and Retail Spaces**

Prior to obtaining a building permit for the 2,130<sup>th</sup> dwelling unit to be located on Laurel Island Site, at least 220,000 square feet of new office space and 27,650 square feet of new retail/commercial space shall be constructed on the Laurel Island Site, provided that all necessary road connections are completed to facilitate such development.

**Maximum Number of Dwelling Units**

Notwithstanding any other provision of this PUD, no more than 7,750 total dwelling units may be developed within the Laurel Island PUD.

**Access Points**

To reach the maximum densities and intensities identified above, three roadway access points are required. In addition to an existing access point from Romney Street, construction of a bridge from Cool Blow Street, as well as an access from Brigade Street will occur. The following table summarizes the development threshold required for each access point.

<b>Development Threshold by Access Point Provided Schedule*</b>	
<b>Access Point</b>	<b>Percentage of development before subsequent access point is required (%)<sup>3,4</sup></b>
1. Romney Street <sup>1</sup>	0 - 30 %
2. Cool Blow Street <sup>2</sup>	30 - 60 %
3. Brigade Street	60 + %

<sup>1</sup> Analysis of development threshold for Romney Street access was based on point of unacceptable LOS E, per HCM 2010 methodology of the Morrison Drive & Romney Street intersection (with proposed improvements, per the traffic study).

<sup>2</sup> Analysis of development threshold for Cool Blow Street access was based on point of unacceptable LOS E, per HCM 2010 methodology of the intersection of Meeting Street & Cool Blow Street (with proposed improvements, per the traffic study).

<sup>3</sup> Percentage of development corresponds to the percentage of development required to produce said percentage of PM peak hour trips, assuming a 1:1 ratio of development percentage to PM peak hour trip generation percentage. In other words, 30% of development is assumed to produce 30% of the total projected PM peak hour generated trips given the full buildout condition. PM peak hour trips were used in this analysis as the generation of trips is higher in the PM peak hour than the AM peak hour, generally causing worse delay throughout the study area.

<sup>4</sup> Percentage of development indicates the percentage at which the access point (and any previous access points) are acceptable. So, Romney Street as the sole access to the site is acceptable (according to the methodology described in footnotes 1 and 3 above) for up to 30% of the planned development on the site. Beyond 30% development, the intersection of Morrison Drive & Romney Street becomes over capacity, requiring the subsequent access point along Cool Blow Street to be available to patrons of the site. The Romney Street and Cool Blow Street access points to the site provide acceptable levels of delay at the entrance intersections until 60% development is reached, beyond which the third access point, along Brigade Street, is needed to mitigate delay at the other access point intersections.

\* This table assumes that other improvements throughout the study area, as indicated in the traffic study, are completed as needed and warranted throughout the development of the site.

Special event uses such as athletic and performance venues shall not be deemed to create and shall be excluded from any calculations of new, external trips and shall instead be subject to an approved traffic management plan.

### 3.3 Adequate Public Facilities

No infrastructure is currently present on the Laurel Island Site. Coordination with public facility providers is provided in **Appendix D**. Without limiting the authority of the City, the owner shall ensure that public infrastructure and facilities are made available concurrent with the impacts of the development. Nothing herein shall require the City to fund, construct, or contribute to public infrastructure improvements or facilities, including, without limitation, access points to the Laurel Island Site, it being understood that any commitment by the City to fund, construct, or contribute to public infrastructure improvements of facilities shall require prior approval by the City Council of Charleston.

### Section 4. Zoning Criteria

The development of the Laurel Island Site and properties within the Laurel Island PUD must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions, and design parameters. As such, the exact locations of boundary lines between development tracts, the locations and sizes of land uses in the development areas and the preliminary planning concepts for the tracts and uses are not indicated on the Land Use Plan.

#### 4.1 Development Standards

Below is a breakdown of development standards in the Laurel Island PUD. All amenity areas, facilities and public streets shall be subject to ADA requirements, as applicable. More details will be provided in the Laurel Island Design Principles as approved by the process outlined in Section 13:

<b>Development Standards Summary</b>	
<b>Lot Requirements</b>	
Lot Size	No minimum
Accessory Building	NA: addressed in Design Principles
Loading Docks	NA: addressed in Design Principles
<b>Minimum Setbacks*</b>	
Setbacks and Frontage	Street Side: 0 feet Side Yard: 0 feet Rear Yard: 0 feet
<b>Maximum Height**</b>	
Building Height District	Entertainment Height District LI 2 (See Appendix A.4.1.a.) Height District 2.5-3.5 (See Appendix A.4.1.b.) Height District 8 (Appendix A.4.1.c.) Height District LI 12 (Appendix A.4.1.d.)

See Appendix A for the Height District Plan. Height district boundaries may be adjusted to abut the final location of constructed rights-of-way as generally depicted in Appendix A, Street Types Plan, whether inward or outward so as to achieve the height district boundaries depicted in the Height District Plan and for no other purpose. Such district adjustments and any references in the

height district text of the Zoning Ordinance to the BAR shall refer to and be approved by the LIBAR. Any major expansion of height district boundaries shall require approval of an amendment to the PUD. The Zoning Administrator shall determine what constitutes a major expansion of height district boundaries based on the intent of the Laurel Island PUD.

\* Encroachments such as canopies, arcades, and awnings may project into the right-of-way but must be minimum of 2'-0" clear of any parking or travel lane, and must be 8'-0" minimum above grade to the underside of the encroachment. The Laurel Island Design Principles shall address front setbacks.

\*\* Parcels in the Laurel Island PUD are outside the Old City Height District:

- Non-habitable structures are not subject to height limits;
- Usable ground floor to second floor height shall be in excess of 12 feet for non-residential structures;
- Architectural features and roof structures (screening elements, spires, cupolas, elevator penthouses, HVAC, etc.) are excluded from height limits. The Laurel Island Design Principles shall address individual story height based on use; and
- All future structures shall have a fire protection plan in accordance with the Charleston Fire Department, Fire Marshal site plan review standards.

#### **4.2 Permitted Uses; Hours**

Permitted uses in the Laurel Island PUD (hereinafter, "Mixed-Use Zoning"), shall be any and all permitted, conditional, and special exception uses provided for in the General Business and Upper Peninsula zoning classifications and any overlay districts thereon, as set forth in the City of Charleston Zoning Ordinance Article 2, Part 3, as amended through August 19, 2020, with the exception of the excluded uses listed below. Hours of Operation shall not be restricted by zoning and uses, but shall be determined by the Laurel Island Property Association ("LIPA"). Any outdoor concert venue on Laurel Island shall be permitted to play amplified music until 11:30 pm; provided, however, such venue shall be designed and constructed to direct amplified music away from the Peninsula.

##### **4.2.1 Excluded Uses**

Excluded or prohibited uses in the Laurel Island PUD shall be any and all: Dairy farms, Mobile home dealers, Motor vehicle dealers (provided electric and alternative powered vehicles sales and repairs shall be permitted), Automotive repair shops, Fish hatcheries and preserves, Recreational and utility trailer dealers, Cemeteries, Stables, Sewage treatment systems, Crematories, Tattooing services, Mining/Quarrying of nonmetallic minerals, except fuels, Gas Production and Distribution, Petroleum and petroleum products wholesalers, Gasoline service stations, Shipping container storage, Indoor shooting range, Firearm sales, Adult Uses, as defined in the City of Charleston Zoning Ordinance, and Casinos, as defined in the City of Charleston Zoning ordinance.

### 4.3 Parking Standards

In implementing the Laurel Island development goals, specifically sustainable and resilient practices, there shall be no minimum or maximum parking standards for the properties included in the Laurel Island PUD. These sustainable and resilient practices place an emphasis on the use of bicycles, busing, bus rapid transit, water ferries and taxis, and other alternatives to the automobile, each of which is anticipated to negatively impact (reduce the need for) traditional use-based minimum parking space requirements. As Laurel Island is more fully developed, it is anticipated that the mix of uses, sustainable and resilient practices, alternative means of transportation, and other influences will further reduce the need for automobiles and automobile parking. As depicted in Appendix A, Street Types Sections, on-street parallel parking shall be provided where not otherwise prohibited (for example, loading zones, fire hydrants, vision triangles, etc.). Design of outdoor parking areas shall be addressed in the Laurel Island Design Principles (see Section 13) and overseen by the LIBAR.

## Section 5. Outdoor Space and Buffers

### 5.1 Outdoor Space Requirements

The Laurel Island PUD envisions a significant area of public open space throughout the site. The majority of this acreage will be found on the waterfront, creating a continuous park that stretches into the marsh around the development.

As per the Open Space plan presented in **Appendix A**, the Laurel Island PUD will provide significantly more open space and usable open space than the required minimums. The development of the Total Open Space Area and Total Usable Open Space Area may occur over the course of many years and in many phases and in differing proportions than the final developed proportions set forth in the Area Breakdown below.

#### Total Open Space Area:

<b>Laurel Island PUD fully developed expected Open Space Area</b>	<b>70.0 ac</b>	<b>36% of Total Area</b>
<i>Minimum Zoning Ordinance required Open Space Area</i>	<i>39.2 ac</i>	<i>20% of Total Area</i>

#### Total Usable Open Space Area:

<b>Laurel Island PUD fully developed expected Usable Open Space Area</b>	<b>39.2 ac</b>	<b>56% of Total Open Space 20% of Total Area</b>
<i>Minimum Zoning Ordinance required Usable Open Space Area</i>	<i>9.8 ac</i>	<i>25% of Total Open Space</i>

*Note: References to minimum zoning ordinance requirements, above, are for information only.*

Neighborhood/pocket parks will be provided and are included in the usable open space area calculation, above.

Any increase in the fully developed expected acreage of the Laurel Island PUD Open Space or Usable Open Space shall not require a PUD amendment; any reduction in the fully developed expected acreage of the Laurel Island PUD Open Space or Usable Open Space shall require a PUD amendment pursuant to Section 54-260.a. of the Zoning Ordinance.

**Ownership and Maintenance:** Open spaces that are, in whole or in part, improved and/or maintained with Tax Increment Finance revenue, may be owned by and dedicated to the City of Charleston; provided, however, any areas to be dedicated to the City must be accepted by resolution of City Council. Open spaces not dedicated to the City of Charleston will be owned by LIPA and shall be open to the public. Nothing herein shall prohibit LIPA or the City of Charleston from establishing regular park/open space hours of operation.

## **5.2 Outdoor Space Types**

As stated in the Laurel Island Guiding Principles, the open space will be unique to Charleston, will include a public pedestrian and bike path that will encircle the majority of the island's edge, and will provide other direct public accesses to the water via paths and docks. A pier that will allow for ferry service as well as a separate crabbing pier is planned. The history of the site will be recalled through the Robert Mills Interpretive Trail and paths providing views of the Standard Oil Building Ruins.

Additional open space types at Laurel Island may be designed using the following City definitions as stipulated in Section 54-284 of the Zoning Ordinance:

**Neighborhood Greens**—Open green spaces intended to serve as the social center of the community and provide a location for civic activities and outdoor community functions. Neighborhood greens shall:

- Be predominantly planted areas, but may have some paved surfaces; and
- Be centrally located within the gathering place.

**Plazas/Squares**—Enclosed spaces that are urban in nature and designed to serve as meeting places for area residents and workers. Plazas and squares shall:

- Be predominantly paved surfaces, but may have some planted areas;
- Include pedestrian lighting and pedestrian-level details, such as variations in paving types;
- Be landscaped and incorporate amenities such as benches, fountains, monuments, and formal or informal gardens;
- Be located within denser, more urban areas of the gathering place, either at the intersection of streets or within a developed block; and
- Be mostly enclosed by building frontages;

Neighborhood Parks—Large open areas designed to provide recreational facilities and spaces for the entire gathering place, or smaller green spaces designed to serve smaller areas within the gathering place. These parks may be designed as part of a Neighborhood Green, and shall:

- Contain grassy fields, playground equipment, designated sports facilities, or picnic areas;
- Be landscaped throughout;
- Be designed for active and passive recreational purposes; and
- Be directly connected to any bicycle and pedestrian network

## **Section 6. Buffers**

Buffers are not required internal to the Laurel Island PUD between land uses. There shall be a 40' buffer from the critical line and 10' additional building setback. Section 54-347 of the City of Charleston Zoning Ordinance shall govern the landscape buffer adjacent to the OCRM critical line. Pedestrian amenities may be located within buffers and setbacks. Refer to **Appendix F, Exhibit 5**. Notwithstanding critical line buffers and setbacks, the existing dikes shall be preserved, maintained, and improved as may be reasonable or necessary, or both.

## **Section 7. Tree Summary**

There is minimal tree cover on the Laurel Island Site – refer to **Appendix F, Exhibit 2: Aerial**. Existing trees are primarily located in the critical line buffer zone. Tree protection shall be in compliance with the City of Charleston Zoning Ordinance. Due to the nature of Laurel Island previously being a landfill, the planting of trees on Laurel Island shall be determined by the LIBAR and shall not follow or be bound by the requirements of the Zoning Ordinance. Within City owned and maintained property, plantings shall be approved by the City of Charleston Parks Department. Parcels not on the Laurel Island Site (Parcels III, IV, and V) shall be subject to the City's Zoning Ordinance regarding tree protection.

## **Section 8. Right-Of-Way**

Within the Laurel Island Site there are plans to establish a new roadway network with typical street types (see **Appendix A**). Roadways constructed to City standards shall be dedicated public streets unless it is in the best interest of the developer to privately maintain. Any roadways not dedicated as a public street shall be permitted to utilize gravel, dirt, or boardwalk surfaces, but only to the extent permitted by the applicable fire code. East-West streets shall have view corridors extending to Town Creek. No dedicated public streets in the Laurel Island PUD shall be limited by gates (nothing herein shall prohibit gates on private property such as for a parking lot or garage, subject to the applicable fire code).

As stated in Section 4.1, ADA compliance shall be provided, by providing, at a minimum, accessible routes between right-of-way, parking, public transportation, amenities, and entrances. Vehicles, public transportation, bicycles, and pedestrians will be accommodated by the new roadway infrastructure. Public facilities such as new sidewalks on Romney Street (5-foot wide on the north and 10-foot wide on the south side) are proposed as a part of the project. Transit infrastructure will be required and shall be approved as part of site plan review based on

requirements set forth in the Zoning Code. Sight distance visibility at all exits and/or intersections will be maintained in accordance with SCDOT's Access and Roadside Management Standards Manual.

## **Section 9. Drainage Basin Analysis**

### **9.1 Flood Zone**

A copy of the 2004 FEMA flood maps as well as the 2016 Preliminary Maps can be found in **Appendix F**. The 2004 FIRM (Flood Insurance Rate Map) identifies the Laurel Island Site within Flood Zones X, AE-13, and AE-14 (NGVD-29). The existing elevation of the Laurel Island Site upland of the existing dike to remain ranges from 8 to 22 NAVD 88 (see **Appendix F, Exhibit 4**). While the outer edges of the Laurel Island Site within or near the critical line will be subject to the base flood elevation, the developable highland of the site is above the surrounding base flood elevation. The existing dike, which was built to contain dredge spoil and municipal solid waste, ranges in elevation from 8 to 15 NAVD 88, with the highest elevations on the east side of the Laurel Island site adjacent to Town Creek. Parcels III, IV, and V are in Zone AE-13 (NGVD-29) per the 2004 FIRM. All construction will comply with the City of Charleston Building Code in force at the time a building permit is issued.

### **9.2 Existing Topography and Drainage**

The Laurel Island Site currently is a pervious landform with existing drainage conveyed by overland flow and swales to its release to adjacent marshland of Town and Newmarket Creeks as illustrated on **Appendix F, Exhibit 6**. Parcel V (995 Morrison / County parcel) is primarily impervious with existing ground at approximately elevation 6 with runoff collected by existing stormwater infrastructure maintained by the City or the SCDOT. Parcel III (railroad parcel) is primarily impervious with ground elevations of approximately 7 and drained by overland flow by an adjacent drainage ditch contributory to Newmarket Creek. The Brigade Street access parcel (parcel IV) is currently a compacted gravel roadway. Runoff is currently drained by a swale that runs through the property.

### **9.3 Wetlands Verification**

The existing wetlands, critical line, and required buffers are identified on **Appendix F, Exhibit 5**. The Ocean Coastal Resource Management (ORCM) critical line and wetlands have been delineated by a professional natural resources consultant, identified on a plat by a licensed surveyor, and approved by the appropriate regulatory agencies (see **Appendix E**).

### **9.4 Preliminary Stormwater Techniques**

The proposed stormwater management system on the Laurel Island Site will be developed in consultation with the City of Charleston MS4. Drainage infrastructure on parcels I, II, and VI, as identified above, will include new conveyance piping, quality treatment practices, and outfalls to Town Creek/Cooper River. For stormwater quantity peak rates and volumes, proposed development will retain natural drainage features where possible and deploy lower-impact

techniques to control and promote reductions to a practical extent; however, stormwater detention ponds will not be part of the management plan.

Should rates and or volumes exceed pre-development conditions, variance to this requirement within the City Design Manual will be proposed on the grounds that 1) excavation for detention ponds into the landfill cap and underlying municipal solid waste or within any part of the perimeter containment dike is not authorized by DHEC's Bureau of Land and Waste Management and 2) the downstream receiving waterbody is Town Creek and Charleston Harbor which does not present a flooding risk or create adverse conditions to adjacent properties.

Coordination with the City shall be required to determine design requirements in relation to the City of Charleston's Stormwater Design Standards Manual. Primary water quality treatment will be accomplished with engineered devices that do not rely on infiltration and will minimize leaching into the existing underlying municipal solid waste layer. Green infrastructure practices that can retain, treat, and release stormwater without coming in contact with the underlying layer shall be implemented to provide water quality treatment. Proposed road rights-of-way will include trees and streetscape planted within filtration enclosures that are connected to the main conveyance system. Additionally, to maintain compliance with the City's Flooding & Sea Level Rise Strategy, which suggests designing for sea level rise of 2 to 3 feet in the next 50 years, outfalls shall be located at an elevation such that they are not tidally influenced and allow for energy dissipation and additional quality treatment through vegetation prior to release from the Site.

Stormwater management on the other three properties included in this PUD (Parcels, III, IV, and V) shall be subject to the stormwater requirements of the City that are current at the time of project submission, absent a separate agreement between the Property Owner and City specifying the required improvements for development of the Property.

Per Section 54-822(c) of the Zoning Code, easements, when required for drainage or sewage for the area to be subdivided, shall be of such width as necessary to permit proper construction of drainage facilities based on the drainage system of the area. No subdivision shall block or obstruct the natural drainage of an adjoining area. Existing natural drainage shall be maintained or replaced where possible or feasible.

Storm drainage during construction shall be designed to meet or exceed local, state and federal regulations involving stormwater flows, siltation, erosion control, and water quality which are prevailing at the time. Appropriate best management practices (BMPs) shall be installed and maintained to preserve water quality of adjacent water bodies as a part of the Stormwater Pollution Prevention Plan.

## **Section 10. Traffic Study**

A traffic impact analysis was conducted for the Laurel Island project in accordance with SCDOT and The City of Charleston guidelines. Access to the development is provided through one existing intersection along Morrison Drive via Romney Street, one proposed entry/exit via Brigade Street (upon completion of a proposed bridge over the existing parallel rail tracks), and one proposed entry/exit via Cool Blow Street (upon completion of a proposed Cool Blow Bridge over Morrison Drive and the existing parallel rail tracks).

The results of the intersection analyses indicate that thirteen of the study intersections currently experience or are projected to experience undesirable delay during the peak periods with or without the Laurel Island project. Therefore, improvements were evaluated. Recommended improvements can be found in **Appendix B**.

### **Section 11. Cultural Resources Study**

A cultural resources reconnaissance survey of Laurel Island has been conducted. The Historic Resources Impact Assessment includes a visual impact analysis to identify potential adverse effects of the proposed development. The analysis examined potential impacts to the William Enston Home, Magnolia Cemetery, the Immigration Center, and the Charleston City Railway Car House. Please refer to **Appendix C** for the full report.

### **Section 12. Letters of Coordination**

Letters of coordination from the North Charleston Sewer District, Charleston Water System, Dominion, AT&T, and Charleston County School District are included as **Appendix D**.

### **Section 13. Additional Information**

#### **13.1 Design Review and Modifications**

The Laurel Island Design Principles shall be established by the developer and administered by the POA in the form of an internal architectural review board (the "LIBAR"), which shall be established prior to the commencement of development in the Laurel Island PUD. The LIBAR Rules and Regulations are included as **Appendix G**. LIBAR approvals and enforcement shall continue during construction, future maintenance, and alterations of all development within the Laurel Island PUD.

The Laurel Island Design Principles shall be approved by the City of Charleston Board of Architectural Review (BAR-L) and these guidelines shall be used for evaluation of individual projects and signage by the LIBAR and City staff. City staff shall review and approve all projects for design principle compliance prior to a project receiving final TRC (Technical Review Committee) approval. Any appeal by an individual property owner of any decision of the LIBAR shall be appealed to the BAR-L, pursuant to the LIBAR Rules and Regulations. Any further appeal from the BAR-L shall be as provided by the Zoning Ordinance and the South Carolina Code of Laws. The Laurel Island Design Principles shall cover the following elements: Architectural Design; Impact on Cultural Resources; Site and Exterior Building Lighting; Exterior Signage; Landscape Design; and Parking Standards. The Laurel Island Design Principles shall be in accordance with this Planned Unit Development.

**Laurel Island Design Review Process**

**Design Principles/Architectural Guidelines  
Approval Process**

Development of Laurel Island Design Principles



Laurel Island Design Principles Approval  
(City of Charleston Board of Architectural Review Large (BAR-L))

**Project Approval Process**

Project Conception



Laurel Island Board of Architectural Review (LIBAR)



Board of Architectural Review (BAR-L) (in the event of appeal)



City TRC Approval



**PERMIT**

**13.2 Laurel Island Conceptual Master Plan**

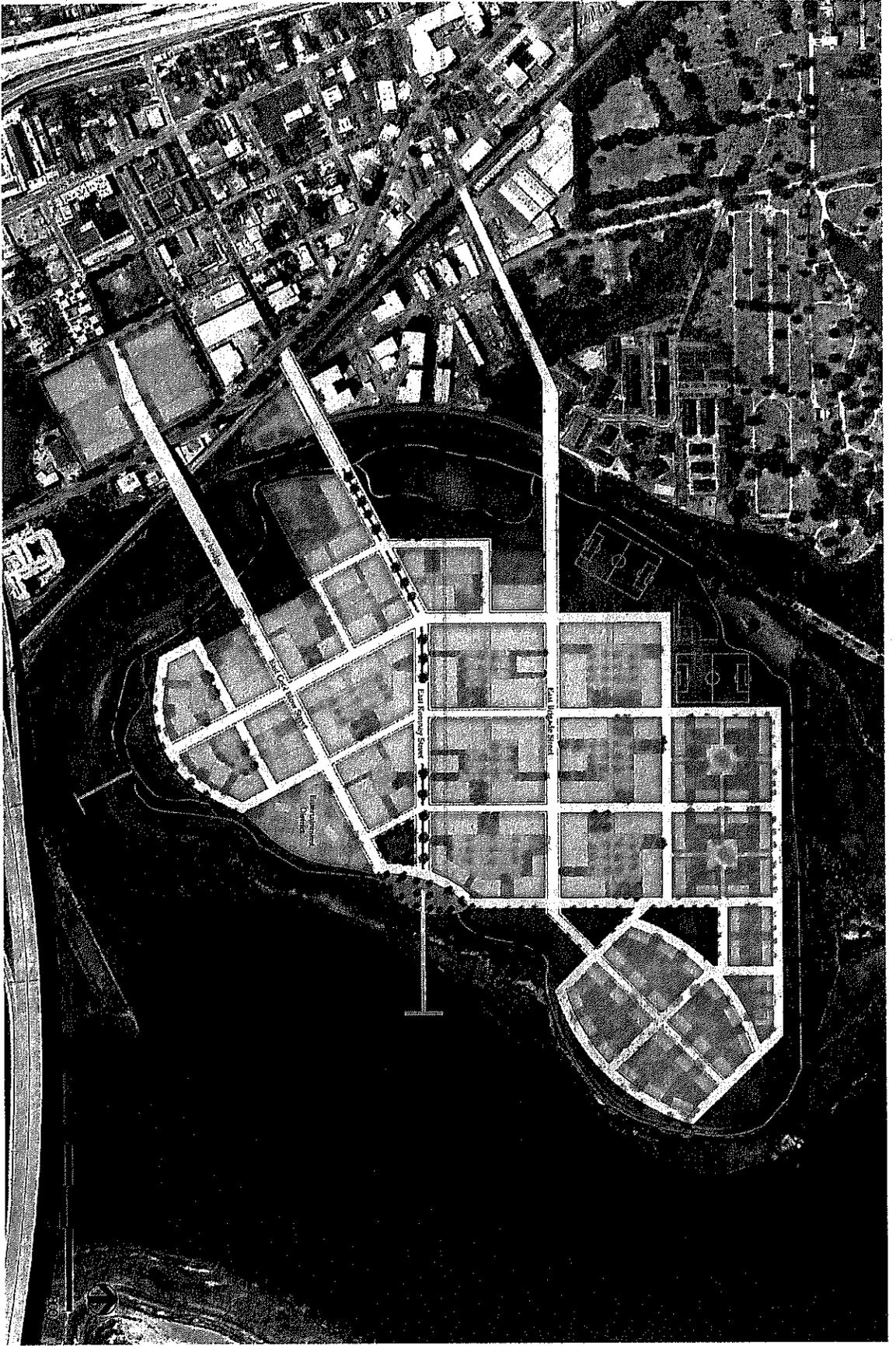
See **Appendix A** for Laurel Island Detailed Land Use Plan.

# APPENDIX A

## Figures

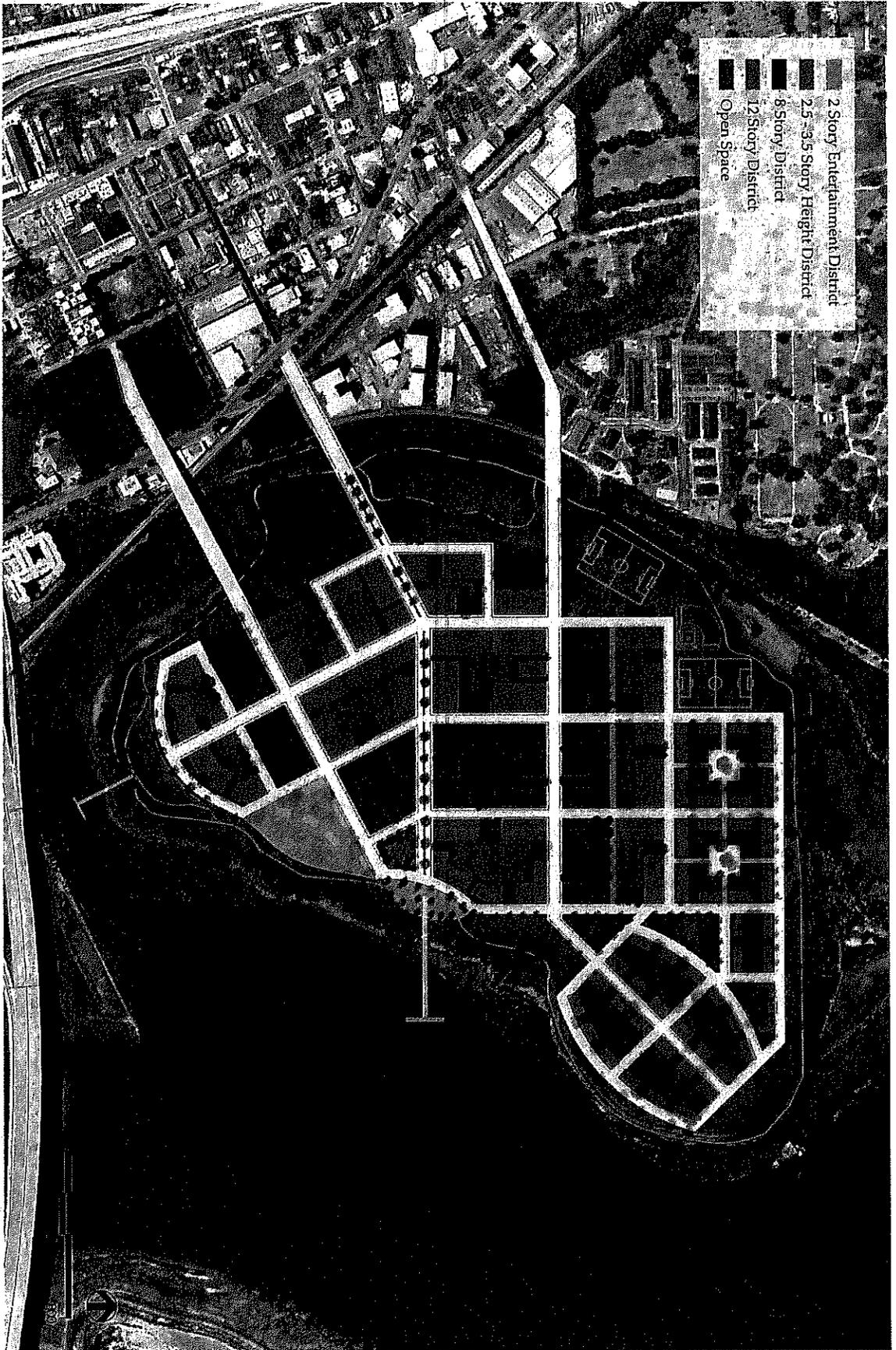
MASTER PLAN  
*for*  
LAUREL ISLAND





MASTER PLAN  
for  
LAUREL ISLAND





- 2-Story Entertainment District
- 2.5 - 3.5 Story Height District
- 8-Story District
- 12-Story District
- Open Space

## Appendix A.4.1 - Height Districts

### a. **Height District LI 2.**

Maximum building height shall not exceed two stories.

Seating levels within amphitheaters and similar structures shall not be deemed a story.

Additional height for ornamental appurtenances that exceed the maximum allowable height may be permitted by the Laurel Island Board of Architectural Review, based on architectural merit and context.

Utilitarian appurtenances related to mechanical equipment or structural systems (such as elevator and stair towers, exhaust fans, HVAC equipment) may exceed the maximum height.

### b. **Height District 2.5 - 3.5.**

On rights-of-way less than 35 feet the building height shall be limited to a maximum of 2.5 stories.

On rights-of-way between 35 feet and 50 feet, the building height shall be limited to a maximum of 3.5 stories, and shall also be limited by the ROW width of the street at a maximum 1:1 ratio. In no event, shall maximum building height exceed 45 feet. (i.e.: if a ROW is 40 feet, the building shall not be taller than 40 feet).

On rights-of way greater than 50 feet, the building height shall be limited to a maximum of 4 stories.

Any nonresidential ground floor shall not be less than 12 feet in height and no more than 16 feet in height, unless a waiver is granted for additional height of the floor by the Laurel Island Board of Architectural Review.

### c. **Height District 8.**

Maximum building height shall not exceed eight stories.

Any nonresidential ground floor shall not be less than 12 feet in height and no more than 16 feet in height, unless a waiver is granted for additional height of the floor by the Laurel Island Board of Architectural Review.

Additional height for ornamental appurtenances that exceed the maximum allowable height may be permitted by the Laurel Island Board of Architectural Review, based on architectural merit and context.

Utilitarian appurtenances related to mechanical equipment or structural systems (such as elevator and stair towers, exhaust fans, HVAC equipment) may exceed the maximum height, based on the following standards:

Appurtenances shall not exceed nine feet in height.

### d. **Height District LI 12.**

Maximum building height shall not exceed twelve stories.

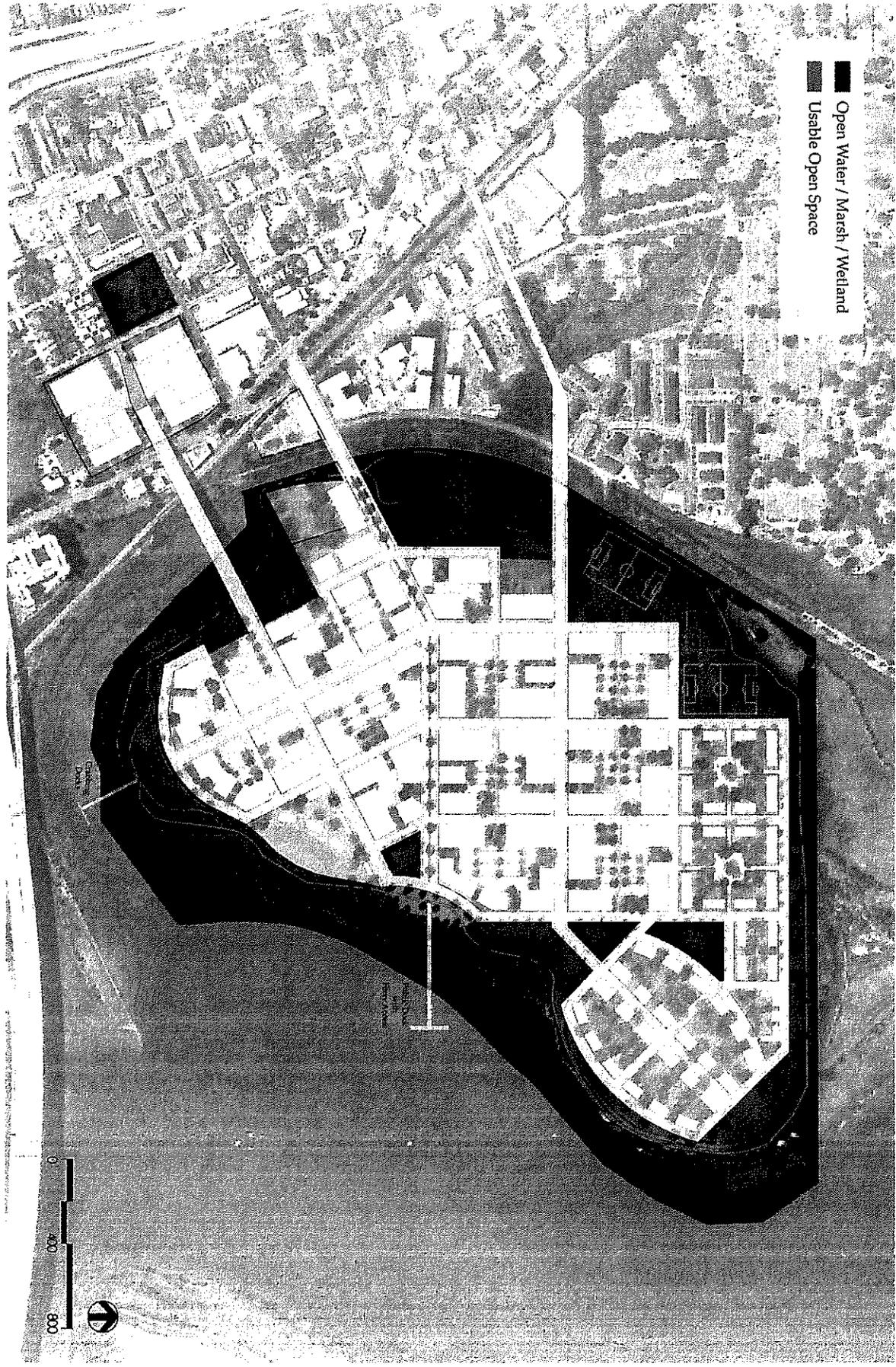
Any nonresidential ground floor shall not be less than 12 feet in height and no more than 16 feet in height, unless a waiver is granted for additional height of the floor by the Laurel Island Board of Architectural Review.

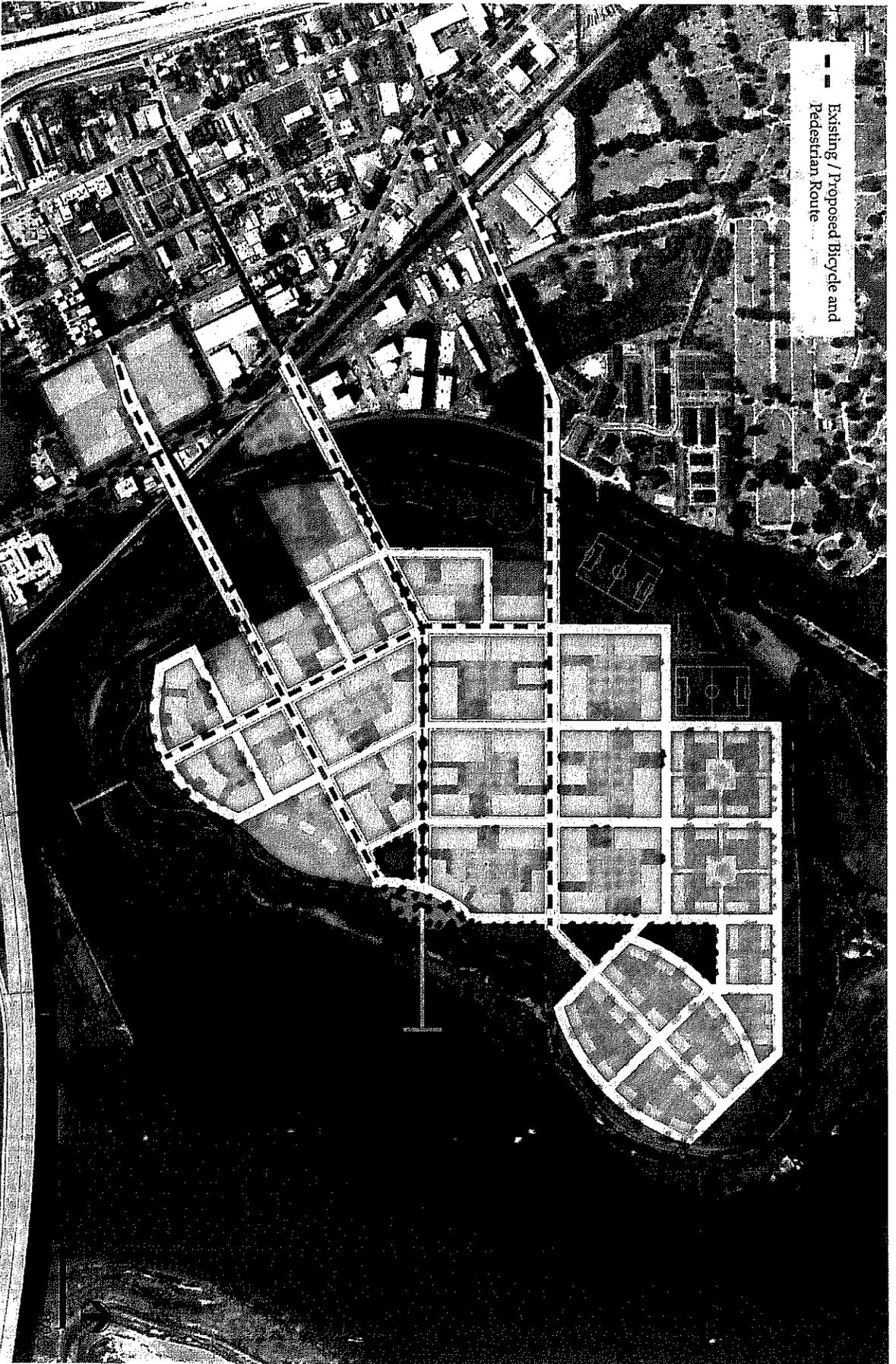
Additional height for ornamental appurtenances that exceed the maximum allowable height may be permitted by the Laurel Island Board of Architectural Review, based on architectural merit and context.

Utilitarian appurtenances related to mechanical equipment or structural systems (such as elevator and stair towers, exhaust fans, HVAC equipment) may exceed the maximum height, based on the following standards:

Appurtenances shall not exceed nine feet in height.

MASTER PLAN  
*for*  
LAUREL ISLAND





Existing / Proposed Bicycle and Pedestrian Route

PEDESTRIAN/BICYCLE CIRCULATION PLAN  
8.19.2020

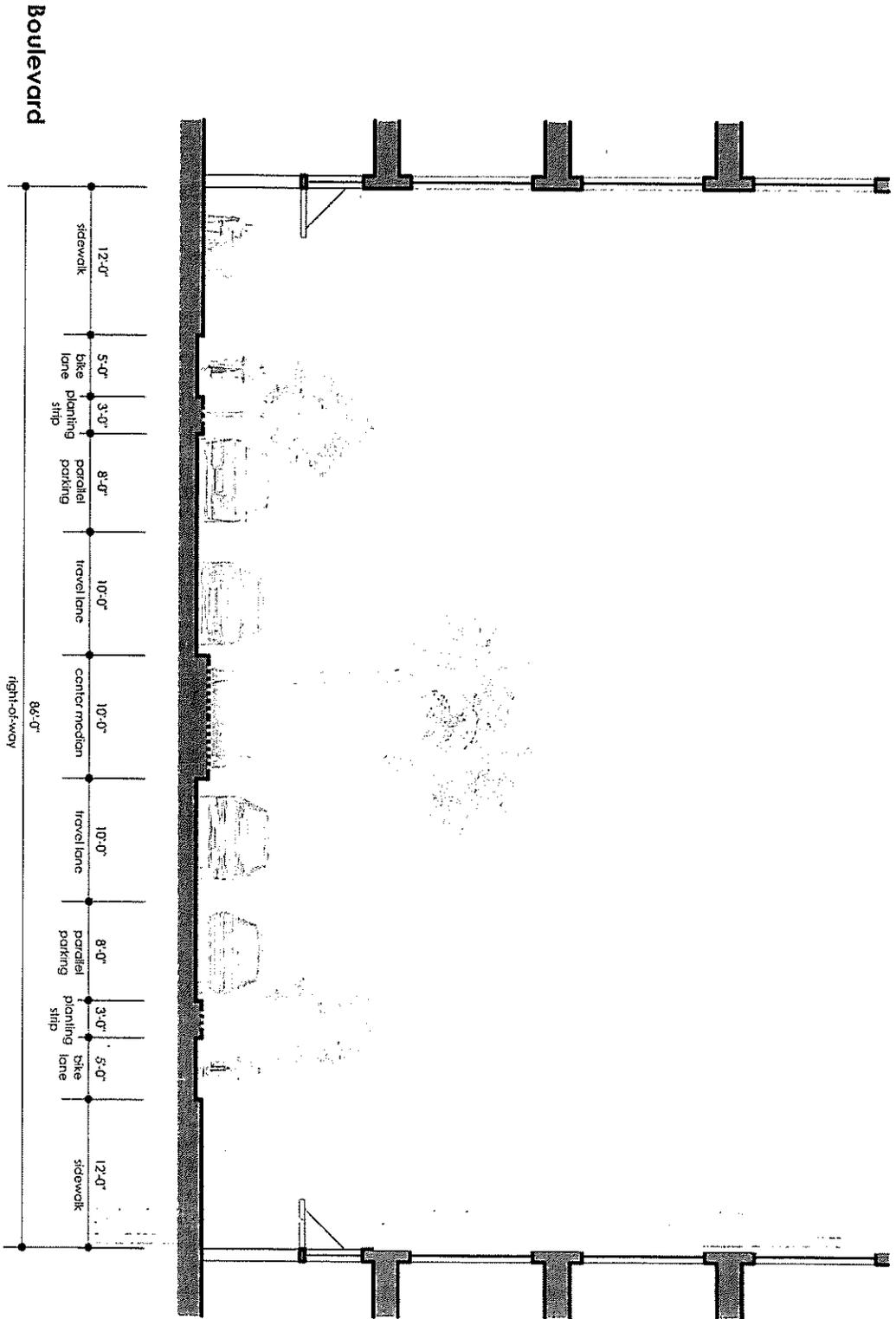
MASTER PLAN  
for  
LAUREL ISLAND

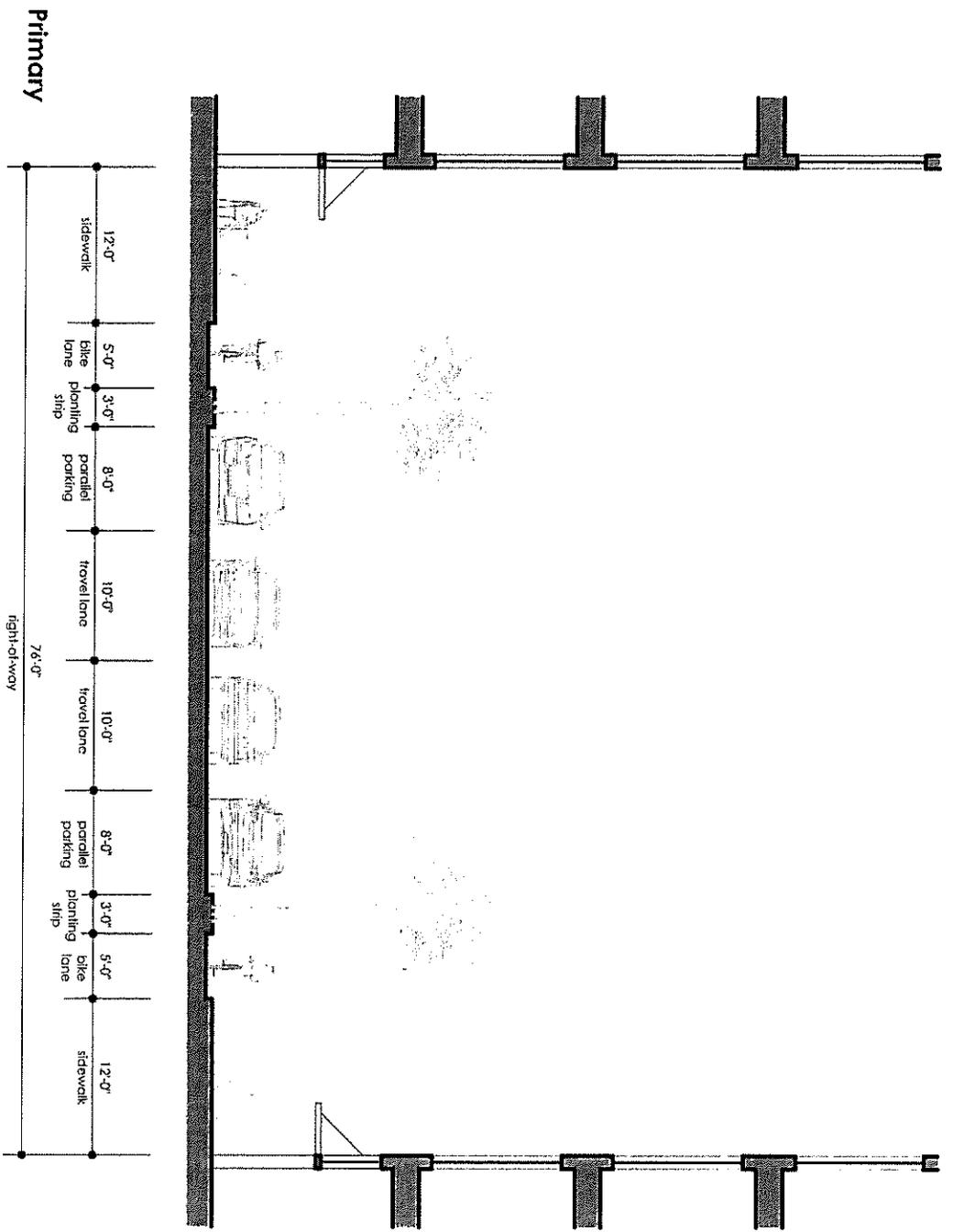
BELLO GARRIS  
ARCHITECTS

MASTER PLAN  
*for*  
LAUREL ISLAND



MASTER PLAN  
for  
LAUREL ISLAND





**Primary**

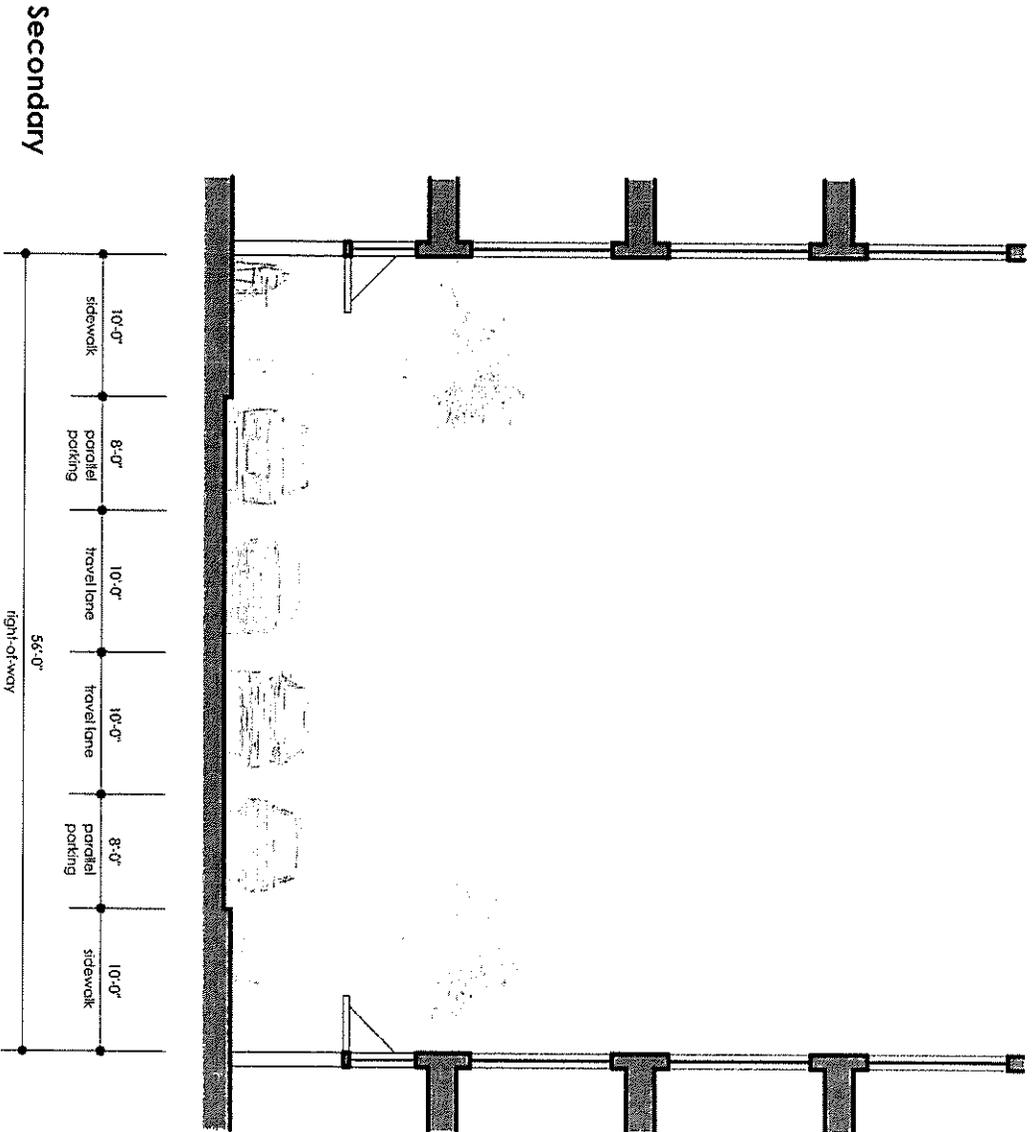
76'-0"  
right-of-way

STREET TYPE SECTIONS  
8.19.20

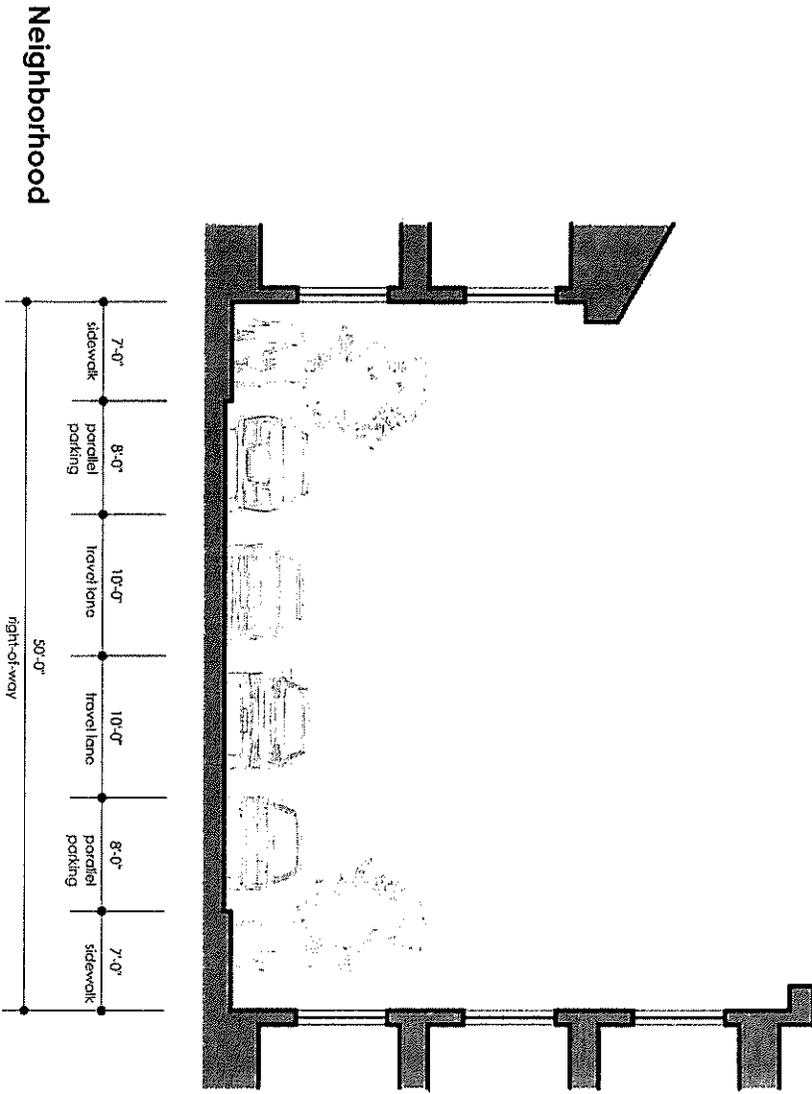
MASTER PLAN  
for  
LAUREL ISLAND

BELLO GARRIS  
ARCHITECTS

MASTER PLAN  
for  
LAUREL ISLAND



MASTER PLAN  
for  
LAUREL ISLAND



- 7) At the intersection of **Meeting Street & Cunnington Street**, install a 150-foot southbound left-turn lane along Meeting Street, maintaining enough median width south of the intersection to allow for vehicle storage for two-stage westbound left-turns from Cunnington Street. Along Cunnington Street, install a 150-foot westbound right-turn lane.
- 8) At the intersection of **Morrison Drive & Brigade Street**, install a 150-foot southbound left-turn lane and a 150-foot northbound left-turn lane along Morrison Drive. Along Brigade Street, install a 150-foot eastbound left-turn lane, and restripe the westbound approach to consist of a shared through/right-turn lane and a left-turn only lane.
- 9) At the intersection of **Meeting Street & Romney Street**, install a 150-foot southbound left-turn lane and a 150-foot northbound left-turn lane along Meeting Street.
- 10) At the intersection of **N Hanover Street & Cool Blow Street**, install a traffic signal when warranted.
- 11) At the intersection of **Meeting Street & US 17 SB**, install a 200-foot westbound right-turn lane along the US 17 SB ramp, with channelized, yield-control at the intersection.
- 12) At the intersection of **Meeting Street & US 17 NB**, install a 100-foot northbound right-turn lane along Meeting Street, with channelized, free-control at the intersection. Install 700' of additional pavement to the US 17 NB ramp from the intersection to the beginning of the ramp structure, to provide for two eastbound receiving lanes, which merge down to one lane prior to the structure.
- 13) At the intersection of **Meeting Street & Huger Street**, add a protected phase to the eastbound left-turn (providing permitted + protected phasing) and remove the protected phase from the southbound left-turn. Along Huger Street, install a 200-foot westbound right-turn lane, with channelized, yield-control at the intersection, and add a 150-foot westbound left-turn lane.
- 14) At the intersection of **Brigade Street & Huguenin Avenue**, install a 350-foot westbound right-turn lane along Brigade Street. Along Brigade Street, install median width east of the intersection to allow for two-stage southbound left-turns from Huguenin Avenue.

## EXECUTIVE SUMMARY

A traffic impact analysis was conducted for the Laurel Island Development in accordance with SCDOT and The City of Charleston guidelines. The analysis also includes the 995 Morrison Drive Development located east of N Hanover Street and West of Morrison Drive, south of Conroy Street.

The proposed Laurel Island Development is located north of US 17 and east of Morrison Drive in Charleston, South Carolina. The Laurel Island Development will consist of 3,955 mid-rise multifamily housing units, a 400-room hotel, 10 acres of public park, an 8-screen movie theater, 1,950,000 square feet of office, and 250,000 square feet of retail. Access to the development is provided through one existing intersection along Morrison Drive via Romney Street, one proposed entry/exit via Brigade Street, and one proposed entry/exit via Cool Blow Street (upon completion of a proposed Cool Blow Bridge over Morrison Drive and the existing parallel rail tracks).

The 995 Morrison Drive Development will consist of 305 mid-rise multifamily housing units, 250,000 square feet of office, and 26,500 square feet of retail. Access to the development is provided through two proposed full access driveways along an extension of Cedar Street (south of the development), two proposed full access driveways along Conroy Street (north of the development), and one full access driveway along N. Hanover Street.

The results of the intersection analyses indicate that thirteen of the study intersections currently experience or are projected to experience undesirable delay during the peak periods with or without the Laurel Island and 995 Morrison Developments. Therefore, improvements were evaluated. The following is a list of improvements recommended with consideration of the Laurel Island and 995 Morrison Developments:

- 1) At the intersection of **Meeting Street & Brigade Street**, install a traffic signal when warranted. Along Meeting Street, install a 350-foot northbound left-turn lane and a 150-foot southbound left-turn lane. Along Brigade Street at the westbound approach, restripe to consist of shared through/right-turn lane and one left-turn only lane.
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- 4) At the intersection of **Meeting Street & US 17 NB**, install a traffic signal when warranted.
- 5) At the intersection of Morrison Drive & Huger Street, install a traffic signal when warranted. Along Morrison Drive, install a 100-foot southbound right-turn lane.
- 6) At the intersection of the **I-26 EB Off-Ramp & Mt. Pleasant Street**, install a traffic signal when warranted.

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- B) TRAFFIC VOLUME DATA
- C) TRAFFIC VOLUME DEVELOPMENT WORKSHEETS
- D) ANALYSIS WORKSHEETS 2018 EXISTING CONDITIONS
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**LAUREL ISLAND  
TRAFFIC IMPACT ANALYSIS**

Charleston County, South Carolina



Prepared for:  
Laurel Island Development, LLC

Prepared by:  
Stantec Consulting Services Inc.

July 2020

## **APPENDIX B**

### **Traffic Models**

**(full copy submitted under separate cover)**

**LAUREL ISLAND  
TRAFFIC IMPACT ANALYSIS**

Charleston County, South Carolina



Prepared for:  
Laurel Island Development, LLC

Prepared by:  
Stantec Consulting Services Inc.

July 2020

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**ITE 10th Edition Conversion Matrix  
(By PM Peak Hour Average Rate)**

LU#		Converting To								
		Description	220	310	410	411	710	820		
		Unit	DU	Rooms	Acres	Screens	kaf	kaf		
			PM Peak Hour Trip Rate	0.44	0.60	0.11	6.17	1.15	3.81	
Converting From	220	Multifamily Housing (Mid-Rise)	1 DU	0.44	1.000	0.733	4.000	0.071	0.383	0.115
	310	Hotel	1 Room	0.60	1.364	1.000	5.455	0.097	0.522	0.157
	410	Public Park	1 Acre	0.11	0.250	0.183	1.000	0.018	0.096	0.029
	411	Movie Theater	1 Screen	6.17	14.023	10.283	56.091	1.000	5.365	1.619
	710	General Office Building	1 kaf	1.15	2.614	1.917	10.455	0.186	1.000	0.302
	820	Shopping Center	1 kaf	3.81	8.659	6.350	34.636	0.618	3.313	1.000

## **APPENDIX C**

### **Cultural Resources Study**

**(full copy submitted under separate cover)**



Cultural Resources Impact Analysis  
Laurel Island  
Charleston, South Carolina  
S&ME Project No. 4213-19-011

PREPARED FOR:

**Laurel Island Development, LLC**  
**3340 Peachtree Road, Suite 1660**  
**Atlanta, Georgia 30326**

PREPARED BY:

**S&ME, Inc.**  
**620 Wando Park Boulevard**  
**Mount Pleasant, SC 29464**

**August 19, 2019**



August 19, 2020

Laurel Island Development, LLC  
3340 Peachtree Road, Suite 1660  
Atlanta, Georgia 30326

Attention: Jennilee Covucci, P.E. - Senior Civil Engineer

Reference: **Cultural Resources Impact Analysis**  
**Laurel Island**  
Charleston, South Carolina  
S&ME Project No. 4213-19-011

Dear Ms. Covucci:

S&ME, Inc. (S&ME), on behalf of Laurel Island Development, LLC, has conducted a Historic Resources Impact Assessment and Archaeological survey for the Laurel Island property in Charleston, Charleston County, South Carolina. The enclosed report presents our research design and methods, the results of our investigation, an analysis of effects the proposed development may have on historic properties, and recommendations.

Sincerely,

**S&ME, Inc.**

A handwritten signature in black ink, appearing to read 'Aaron Brummitt'.

Aaron Brummitt, RPA  
Senior Archaeologist

A handwritten signature in black ink, appearing to read 'Heather L. Carpini'.

Heather L. Carpini  
Senior Architectural Historian



## **Executive Summary**

S&ME, Inc. (S&ME), on behalf of Laurel Island Development, LLC, has conducted a Historic Resources Impact Assessment for an approximately 200-acre Project Area, located in Charleston, Charleston County, South Carolina, and an Intensive Archaeological Survey of an approximately two-acre portion of the tract. Laurel Island Development, LLC, is planning a mixed-use development that will include residential and commercial spaces.

The development plan includes construction of multi-story buildings, as well as other areas to be used for residential, and commercial developments, parking spaces, recreation, and green space. The Historic Resources Impact Assessment includes a visual impact analysis to identify potential adverse effects of the proposed development. This analysis examined potential impacts to the William Enston Home, Magnolia Cemetery, the Immigration Center, and the Charleston City Railway Car House. The historic viewshed from the William Enston Home has been compromised by Interstate 26 and the on-ramp to the Arthur Ravenel Bridge. The view from the Charleston City Railway Car House is obstructed by existing office buildings, trees, and overhead powerlines. The proposed development will have no effect on these resources. The high-rise structures will be visible from portions of Magnolia Cemetery, where there are no other visible intrusions, and the Immigration Center; it is also likely that the non-high-rise residential and commercial structures may be visible from these locations, depending on their placement on the tract. Therefore, it is S&ME's opinion that the proposed development will have an adverse effect on these resources.

The archaeological survey efforts examined an approximately two-acre portion of the former Holston Landfill Tract. The remainder of the Project Area consisted of the former landfill, was covered with hardscaped surfaces, or otherwise would not have been conducive to archaeological survey efforts. This survey identified one archaeological site (38CH2141). Site 38CH2141 consists of the ruins of three powder magazines from the State Powder Magazine complex designed by Robert Mills. The paucity of subsurface architectural debris, combined with the shallow soils, confirms the demolition and subsequent clearing of the site, which involved pushing the brick rubble to the edges of the site to form an approximately one-meter tall berm. The State Powder Magazine complex no longer possesses the integrity of design, setting, materials, or workmanship that the Historic American Building Survey (HABS) documented in 1934. It is our opinion that the near total destruction of these structures makes them ineligible for inclusion on the National Register of Historic Places (NRHP). Furthermore, archaeological investigation at this property would be unable to contribute important information or add to the in-depth description of this complex that was developed during the last century. Since the site received such thorough documentation by HABS in the 1930s, when the buildings were still standing, we do not recommend additional investigation.

Also identified during the intensive survey were the Standard Oil Buildings, located along the western bank of the Cooper River, at the eastern edge of the Project Area. Individually, these structures are not eligible for inclusion on the NRHP. However, it is our opinion that collectively they are significant and eligible for inclusion under Criterion A. The proposed development of the Project Area leaves these structures in place, with a newly constructed boardwalk walking area designed around them. As these designs are preliminary, we are unable to offer an opinion on the nature of potential effects at this time. We recommend that consideration of potential effects be included in more mature development planning.

## Cultural Resources Impact Analysis

### Laurel Island

Charleston, South Carolina

S&ME Project No. 4213-19-011



Based on the field investigations for the proposed project, it is S&ME's opinion that the development, as currently designed, will have an adverse effect on multiple NRHP listed and eligible resources within the project's viewshed. The potential for effects to the viewshed of four resources were documented during this study. If the project will need federal permits or funding, S&ME recommends consultation with the State Historic Preservation Office (SHPO) and other interested consulting parties to develop a mitigation plan that addresses these adverse effects and identifies measures that will be taken to minimize or mitigate them. Methods to minimize adverse effects may include, but are not limited to, redesigning the site plans to minimize building heights; utilizing design guidelines and architectural details that reflect the historic character of the area; and using vegetative screening. Potential mitigation measures for adverse effects may include, but are not limited to, developing educational and interpretive materials about the history of the development tract, the affected resources, or related historic contexts; sponsoring survey efforts for underrepresented types of resources within the City of Charleston; or creating digital archives for documents associated with resources that will be adversely affected by the proposed project.

## **APPENDIX D**

### **Letters of Coordination**



Safeguarding today, preserving tomorrow  
7225 Stall Road /P.O. Box 63009 North Charleston, SC 29419 843.764.3072

September 18, 2019

Reveer Group  
2971 West Montague Avenue  
Suite 101  
North Charleston, SC 29418

Attn: Mr. Rhett Reidenbach

Re: Sanitary Sewer Service for Proposed Laurel Island P.U.D.

Dear Mr. Reidenbach,

Please be advised that North Charleston Sewer District has the means and will to accept sanitary sewer flow from the proposed Laurel Island P.U.D. NCSD has the capacity to accept the overall project proposed flow of 1,378,170 GPD for the development. However, it is noted that projected Phase 1 flows will have to connect at our existing sanitary sewer infrastructure located near the intersection of King Street Extension and Monrovia Street. Future flows beyond those of Phase 1 will need to be routed directly to our Felix C. Davis Wastewater Treatment Plant located at 1000 Herbert Street. The property owner is responsible for any sewer line modifications including but not limited to pump station upgrade/relocation, gravity extension, force main installation, etc. to serve the proposed P.U.D.

If you have any questions, please let me know.

Sincerely,

*Phillip T. Sexton*

Phillip T. Sexton, PE  
Capital Projects Director

Cc: Jarred R. Jones  
file



September 10, 2019

Reever Group/Jennilee Covucci  
2971 W Montague Ave, Ste 101  
North Charleston, SC  
(843) 297-4103

Jennilee,

This letter is in response to your request for information on the availability of service at the proposed development of Laurel Island (TM# 4640000006, 4640000002, 4590200013, 4640000038, 4611303024, 4640000023, 4640000007,) in Charleston, SC by AT&T.

This letter acknowledges that the above referenced address is located in an area served by AT&T. Any service arrangements for the new building will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service, but an acknowledgement that we have service in this area.

Please contact me at 843-745-4440 with any questions.

Thank you for contacting AT&T.

Sincerely,

  
Henry Domingo  
OSP Design Engineer  
AT&T Southeast

March 3, 2020

Reveer Group  
Attn: Jennilee Covucci  
2971 W Montague Ave, Suite 101  
North Charleston, SC 29418

**Operations Division**

Parcel #'s: 459-02-00-013, 461-13-03-024 & 464-00-00-002  
(Morrison Drive), 464-00-00-006 (Huguenin Ave),  
464-00-00-023 & 038 (Romney/ N Romney St)  
Total # of Acres: 199.64  
Downtown Charleston, SC

**Gerrita Postlewait, Ed.D.**  
Superintendent of Schools

**Jeffrey Borowy, P.E.**  
Chief Operating Officer

Dear Ms. Covucci:

Please accept this letter as "Proof of Coordination" and adequate capacity to service the PUD (Planned Unit Development) for the proposed Laurel Island Project consisting of a maximum of 4,260 multi-family units.

To determine an estimate of additional students any development will create, the following formula is used: on an average of .4 students per single-family unit and .2 students per multi-family unit which is then divided by the number of kindergarten through twelfth grade levels (which is a total of 13 levels) to get a grade level average. That average is multiplied by the number of grade levels per school level and rounded to the nearest whole number.

On the basis of the location supplied to us, we anticipate little impact to enrollment from a capacity standpoint to Simmons Pinckney Middle and Burke High. However, Sander's Clyde Elementary will be significantly impacted until a new school is built or rezoning occurs.

Please contact me at (843) 566-1995 if you have any questions and/or concerns.

Sincerely,



Angela Barnette, M.Ed.  
Director of Planning & Real Estate



PO Box B  
Charleston, SC 29402  
103 St. Philip Street (29403)  
  
(843) 727-6800  
www.charlestonwater.com

Board of Commissioners  
Thomas B. Pritchard, Chairman  
David E. Rivers, Vice Chairman  
Kathleen G. Wilson, Commissioner  
Mayor John J. Tecklenburg, (Ex-Officio)  
Councilmember Perry K. Waring, (Ex-Officio)

Officers  
Kin Hill, P.E., Chief Executive Officer  
Mark Cline, P.E., Assistant Chief Executive Officer  
Dorothy Harrison, Chief Administrative Officer  
Wesley Ropp, CMA, Chief Financial Officer  
Russell Huggins, P.E., Capital Projects Officer

July 30, 2020

Rhett Reidenbach, PE  
Chief Executive Officer  
The Reveer Group  
2971 West Montague Avenue, Suite 101  
North Charleston, SC 29418

Re: Laurel Island Will-Serve Letter Request

Dear Mr. Reidenbach:

Charleston Water System (CWS) is in receipt of your request to provide a letter regarding its willingness to provide water and wastewater service to a Planned Unit Development generally located on a tract of land located off of Morrison Drive in the City of Charleston, Charleston County, South Carolina, which is further identified via tax map parcels 464-00-00-002 (Holston Landfill Site) and 464-00-00-006 (Romney Street Landfill Site), and hereinafter referred to as Laurel Island.

Whereas Laurel Island is a former dredge disposal site; and whereas Laurel Island is the site of two former landfills, Holston and Romney; and whereas each former landfill site is subject to a Voluntary Cleanup Contract (VCC) between the current owners and SC DHEC (Holston VCC 03-5413-NRP and Romney VCC 06-5645-NRP); and whereas Laurel Island lies within CWS' statutory water service area; and whereas that portion of Laurel Island identified as tax map parcel 464-00-00-002 lies within CWS' statutory wastewater service area, this letter serves as CWS' willingness to provide service to those areas of Laurel Island within CWS' respective water and wastewater service areas, subject to the following conditions and the final terms to be defined in the subsequent Development Agreement for this project:

- Water and wastewater plans shall be designed and constructed in accordance with CWS' Minimum Standards for the Design & Construction of Water and Wastewater Systems, latest revision;
- As a condition of final approval of the water and wastewater plans, CWS reserves the right to specify additional requirements, as it deems appropriate in its sole discretion;
- CWS reserves the right to engage the services of an engineering firm of its choosing to assist CWS in its review of the water and wastewater plans and to advise CWS regarding additional requirements;

- As a condition of acceptance for operation and maintenance, an SC DHEC approved operations and maintenance plan (Stewardship Plan) for VCC 03-5413-NRP and VCC 06-5645-NRP shall be provided to CWS. The Stewardship Plan as approved by SC DHEC shall not contain any health and safety requirements imposed by SC DHEC as applicable to a water or wastewater utility provider outside of those procedures customarily employed by such water and wastewater utility provider in the Charleston area.

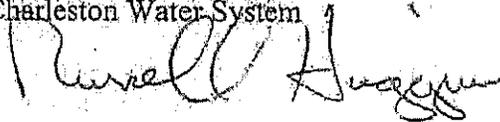
CWS offers this willingness to provide water and wastewater service only insofar as its rights allow. Should access to our existing water and wastewater infrastructure be denied by appropriate governing authorities, CWS will have no other option than to deny service. This letter does not supplant any other review as required by governing authorities and municipalities.

Please be advised any extensions or modifications of CWS water and wastewater infrastructure to provide service to Laurel Island will be a developer expense. All fees and costs associated with providing water and wastewater service to Laurel Island will also be a developer expense and charged at the rates in effect at the time services are provided. This letter does not reserve capacity in the Charleston Water System infrastructure and it is incumbent upon the developer or his agent to confirm the willingness and availability herein granted past 12 months from the date of this correspondence.

We appreciate the opportunity to participate in the planning of Laurel Island. Please contact Don Benjamin, PE, Director of Engineering & Construction, Lydia Owens, New Development Program Manager, or myself if you have any questions regarding CWS services for Laurel Island.

Sincerely,

Charleston Water System



Russell L. Huggins, Jr., PE  
Capital Projects Officer

cc: CWS Commissioners  
CWS Officers  
Don Benjamin, PE - CWS  
Lydia Owens - CWS



## Commercial Letter of Availability

August 13, 2020

J. Rhett Reidenbach  
Reveer Group  
2971 W. Montague Ave. Ste. 101  
North Charleston, South Carolina 29418

Re: Laurel Island / Charleston County TMS# 464-00-00-002 & 006

Dear Mr. Reidenbach:

I am pleased to inform you that Dominion Energy will be able to provide electric service to the above referenced project. Electric service will be provided in accordance with Dominion Energy General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures. In order to begin engineering work for the project, the following information will need to be provided:

- 1.) Detailed utility site plan (AutoCAD format preferred) showing water, sewer, and storm drainage as well as requested service point/transformer location.
- 2.) Additional drawings that indicate wetlands boundaries, tree survey with barricade plan and buffer zones (if required), as well as any existing or additional easements will also be needed.
- 3.) Electric load breakdown by type with riser diagrams and desired metering specifications.
- 4.) Signed copy of this letter acknowledging its receipt and responsibility for its contents and authorization to begin engineering work with the understanding that Dominion Energy intends to serve the referenced project.

Dominion Energy construction standards and specifications are available upon request. Please note that for multi-occupancy residential developments per SC Public Service Commission Regulation 103-327(A): *All service delivered to new multi-occupancy residential premises at which units of such premises are separately rented, leased or owned shall be delivered by an electric utility on the basis of individual meter measurement for each dwelling.* For more information or questions, contact me by phone at (843-576-8447) or at [Steven.Morillo@dominionenergy.com](mailto:Steven.Morillo@dominionenergy.com).

Sincerely,

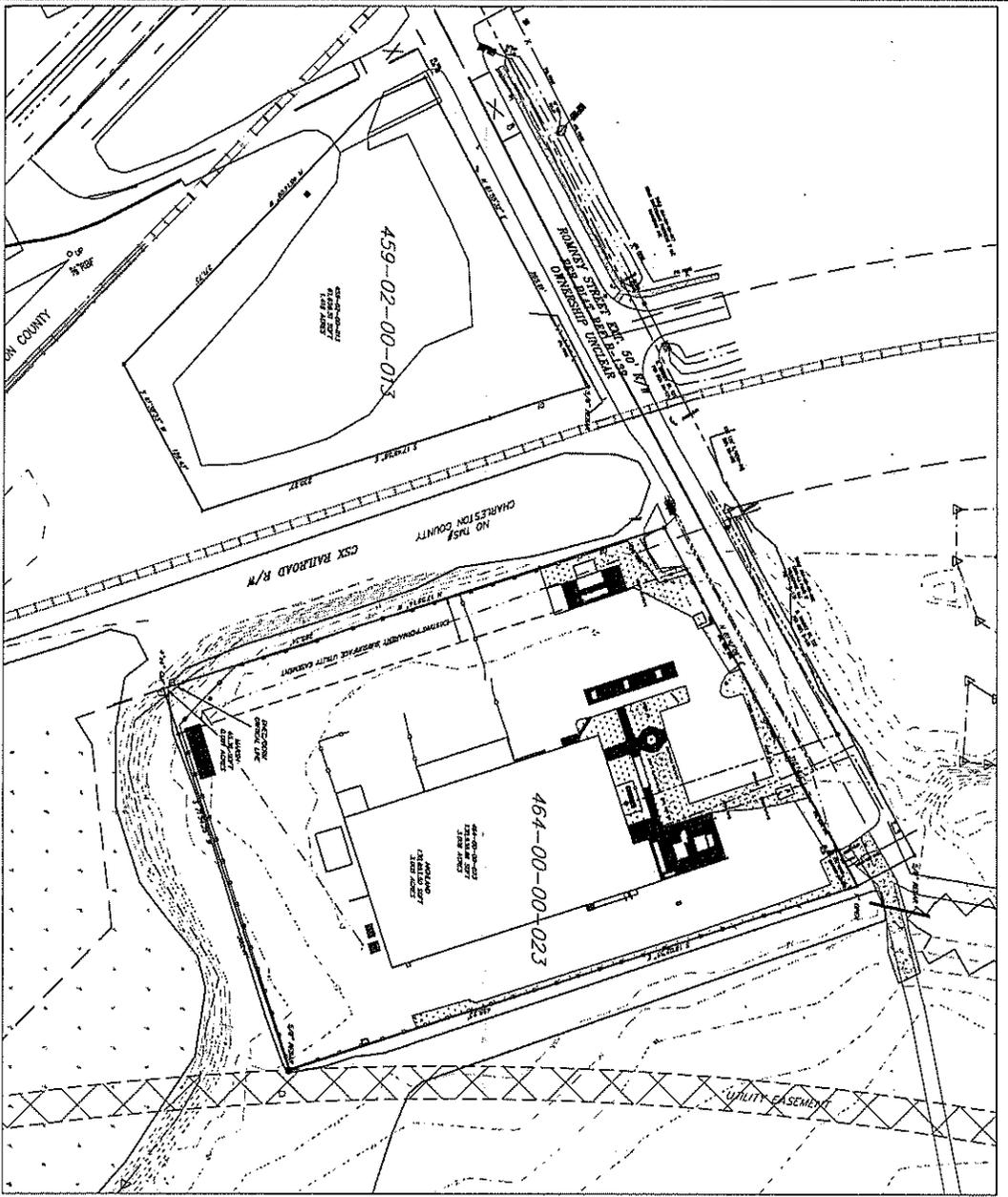
Steven M. Morillo  
Account Manager

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

# **APPENDIX E**

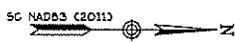
## **Survey**



THIS PLAN, DRAWING OR PART OF A REPRESENTATION OF THE PROPERTY OF THE STATE OF SOUTH CAROLINA, HAS BEEN PREPARED BY A PROFESSIONAL SURVEYOR AND IS SUBJECT TO THE REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, SOUTH CAROLINA. THE SURVEYOR'S SEAL AND SIGNATURE ARE REQUIRED FOR THIS PLAN TO BE VALID. THE SURVEYOR'S SEAL AND SIGNATURE ARE REQUIRED FOR THIS PLAN TO BE VALID.

1. APPROVE: STATE OF SOUTH CAROLINA, BOARD OF SURVEYING AND MAPPING, SOUTH CAROLINA. THE SURVEYOR'S SEAL AND SIGNATURE ARE REQUIRED FOR THIS PLAN TO BE VALID. THE SURVEYOR'S SEAL AND SIGNATURE ARE REQUIRED FOR THIS PLAN TO BE VALID.

ANDREW C. CALITE  
 P.L.S. 2011-8



NOTES:

1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SOUTH CAROLINA SURVEYING AND MAPPING ACT.
3. THE SURVEYOR'S SEAL AND SIGNATURE ARE REQUIRED FOR THIS PLAN TO BE VALID.
4. THE SURVEYOR'S SEAL AND SIGNATURE ARE REQUIRED FOR THIS PLAN TO BE VALID.

LINE	TYPE	LENGTH	BEARING	AREA	PERCENTAGE
1	BOUNDARY	120.00	N 00° 00' 00" W	14400.00	100.00
2	BOUNDARY	120.00	S 00° 00' 00" E	14400.00	100.00
3	BOUNDARY	120.00	S 00° 00' 00" E	14400.00	100.00
4	BOUNDARY	120.00	N 00° 00' 00" W	14400.00	100.00

LEGEND

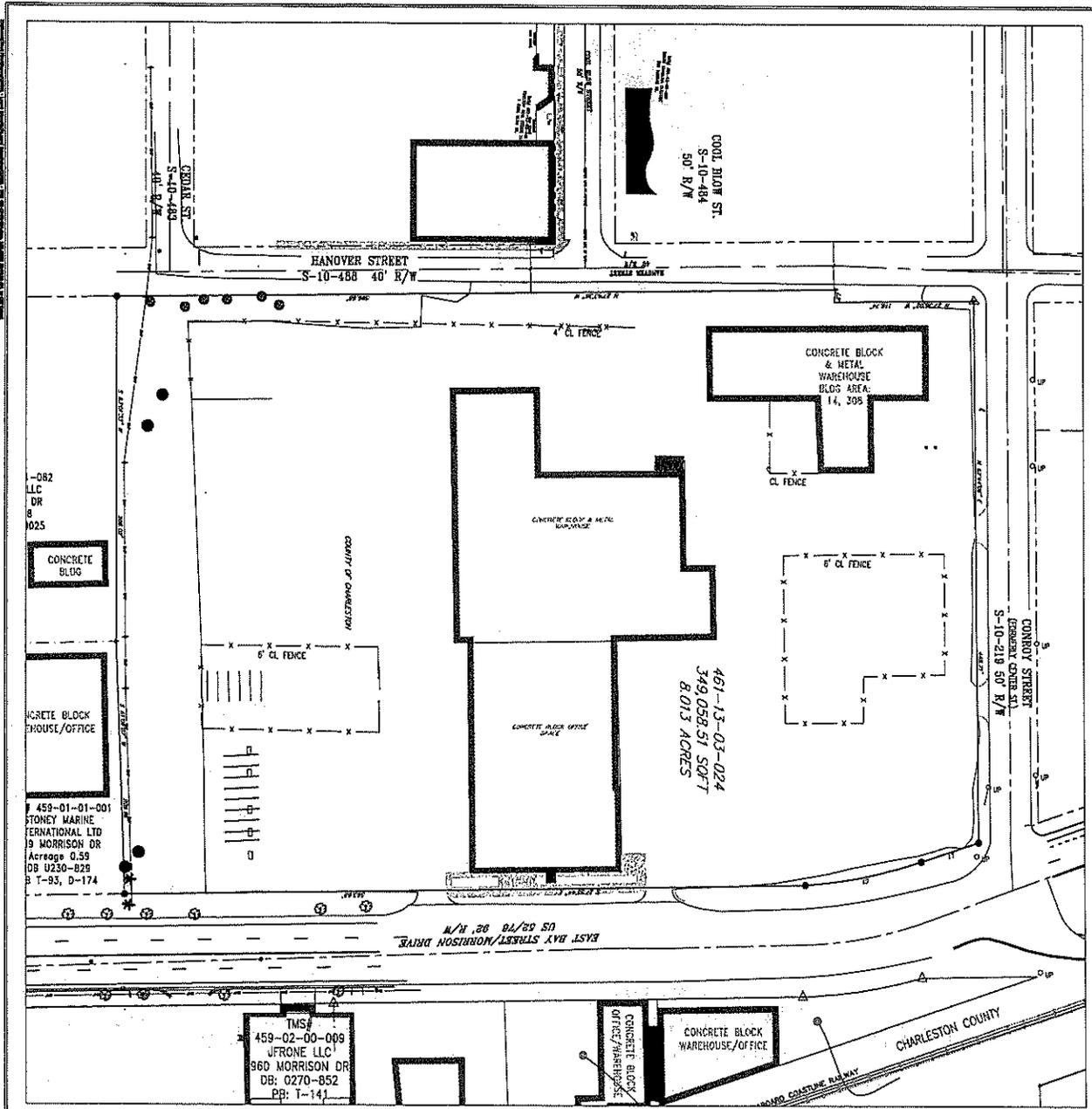
- PROPERTY LINE WITH PROPERTY CORNER MARKS (SEE DESCRIPTION)
- PROPERTY LINE WITH PROPERTY CORNER SET
- BOUNDARY LINE
- UTILITY EASEMENT
- RAILROAD R/W
- RAILROAD TRACKS
- RAILROAD INFRASTRUCTURE
- RAILROAD RIGHT-OF-WAY

DESIGNED BY: CAC  
 DRAWN BY: JCC  
 CHECKED BY: JCC  
 SCALE: 1" = 40'  
 DATE: 4/7/2019  
 PROJECT NO: 19-021  
 SHEET 1 OF 1

**Parlor Land Surveying, LLC**  
 3110 Collins Road  
 Charleston, SC 29410  
 Phone: (843) 554-7777  
 Fax: (843) 554-7775

TITLE  
 AN EXHIBIT SHOWING  
 THIS 464-00-00-023  
 PROPERTY OF CHARLESTON COUNTY &  
 THIS 459-02-00-013  
 PROPERTY OF GUN-LA FUND IV PROMENADE NORTH LLC  
 LOCATED IN THE CITY OF CHARLESTON  
 CHARLESTON COUNTY, SOUTH CAROLINA

NO.	DATE	REVISIONS



**NOTICE:** THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF CHARLESTON, SOUTH CAROLINA. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

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<p>DESIGNED BY: CAC</p> <p>DRAWN BY: CAC</p> <p>CHECKED BY: ACC</p> <p>APPROVED BY: ACC</p> <p>SCALE: 1" = 40'</p> <p>DATE: 4/2/2019</p> <p>PROJECT NO.: 18-021</p> <p>0427 7 of 1</p>		<p><b>Parker Land Surveying, LLC</b></p> <p>5916 Gallop Road</p> <p>Rock Hill, SC 29168</p> <p>Phone: (803) 354-7777</p> <p>Fax: (803) 354-7778</p>	<p><b>SEAL</b></p> <p>STATE OF SOUTH CAROLINA</p> <p>CITY ENGINEER</p> <p>CHARLESTON, SOUTH CAROLINA</p>	<p><b>TITLE</b></p> <p>AN EXHIBIT SHOWING</p> <p><b>TMS 461-13-03-024</b></p> <p>PROPERTY OF THE CITY OF CHARLESTON</p> <p>LOCATED IN THE CITY OF CHARLESTON</p> <p>CHARLESTON COUNTY, SOUTH CAROLINA</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISIONS									
NO.	DATE	REVISIONS															









# **APPENDIX F**

## **Additional Drawings**



**LAUREL ISLAND**

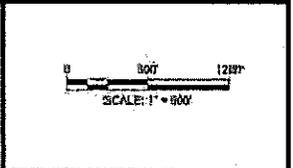
**Exhibit 1: Location Map**  
 Owner/Developer: Laurel Island Development, LLC  
 Prepared by: Reveer Group, LLC  
 September 10, 2019

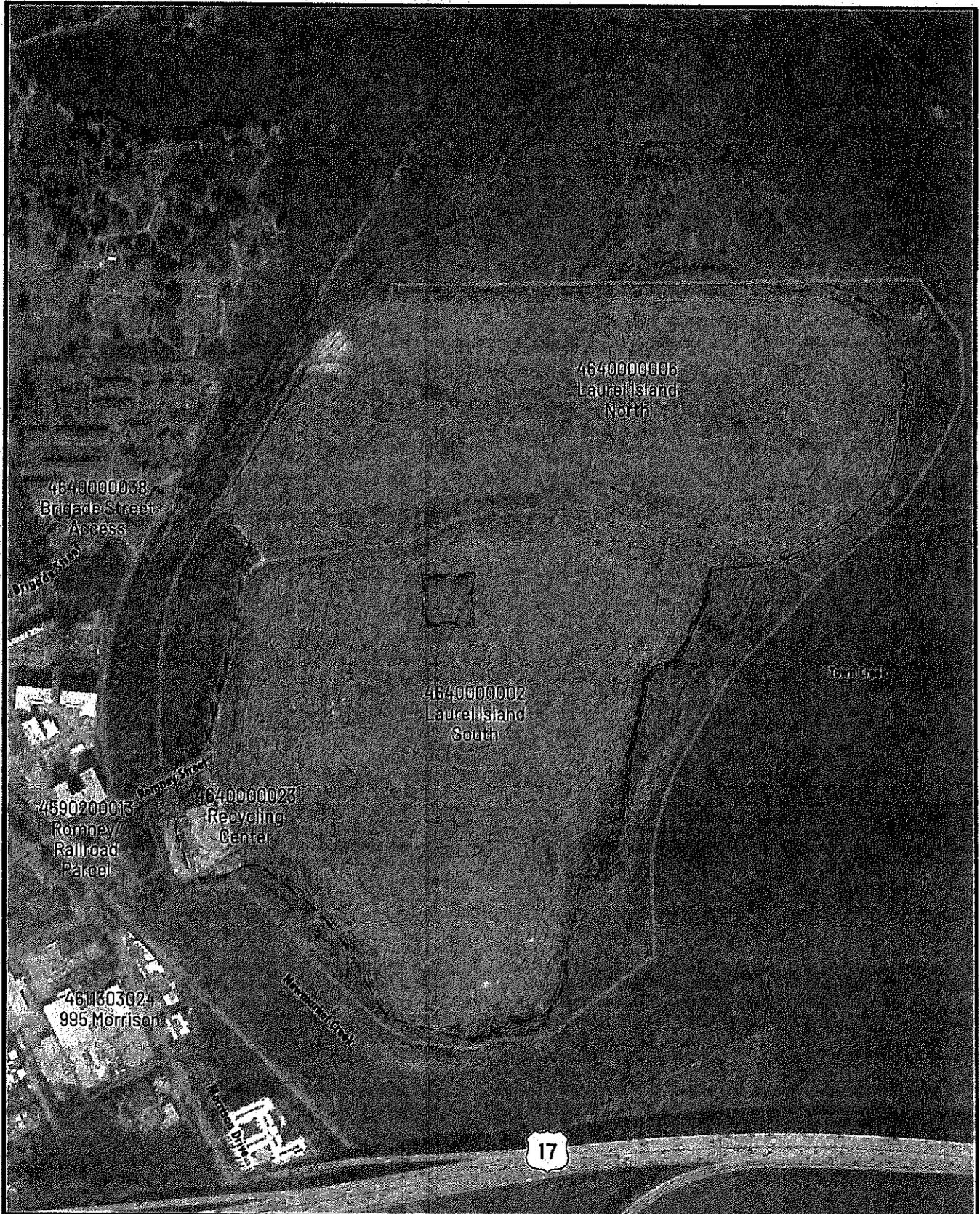
not to scale



**LAUREL  
ISLAND**

**Exhibit 2: Aerial**  
Owner/Developer: Laurel Island Development, LLC  
Prepared by: Reveer Group, LLC  
January 15, 2020



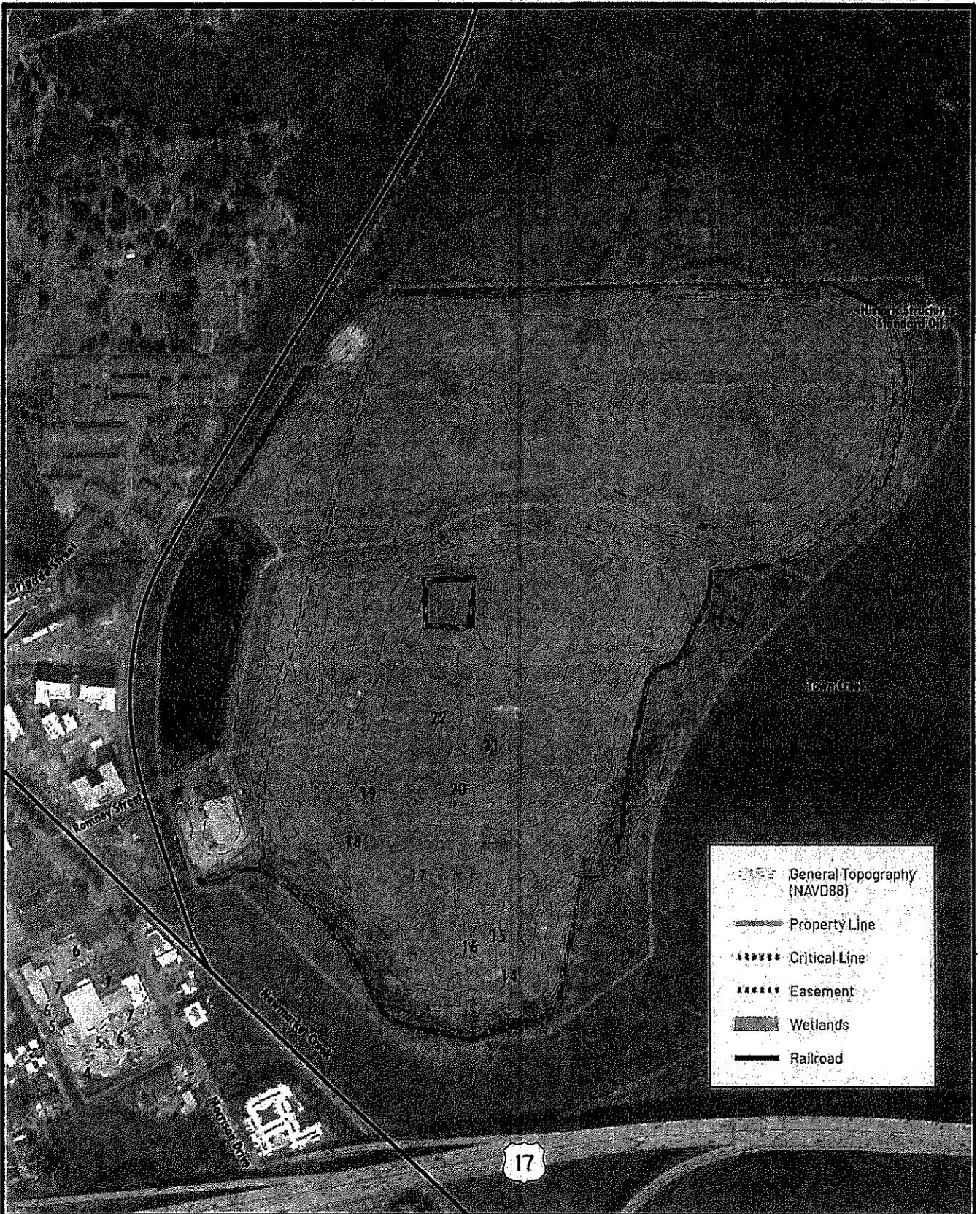


**LAUREL  
ISLAND**

**Exhibit 3: Project Parcels**

Owner/Developer: Laurel Island Development, LLC  
 Prepared by: Reveer Group, LLC  
 January 15, 2020

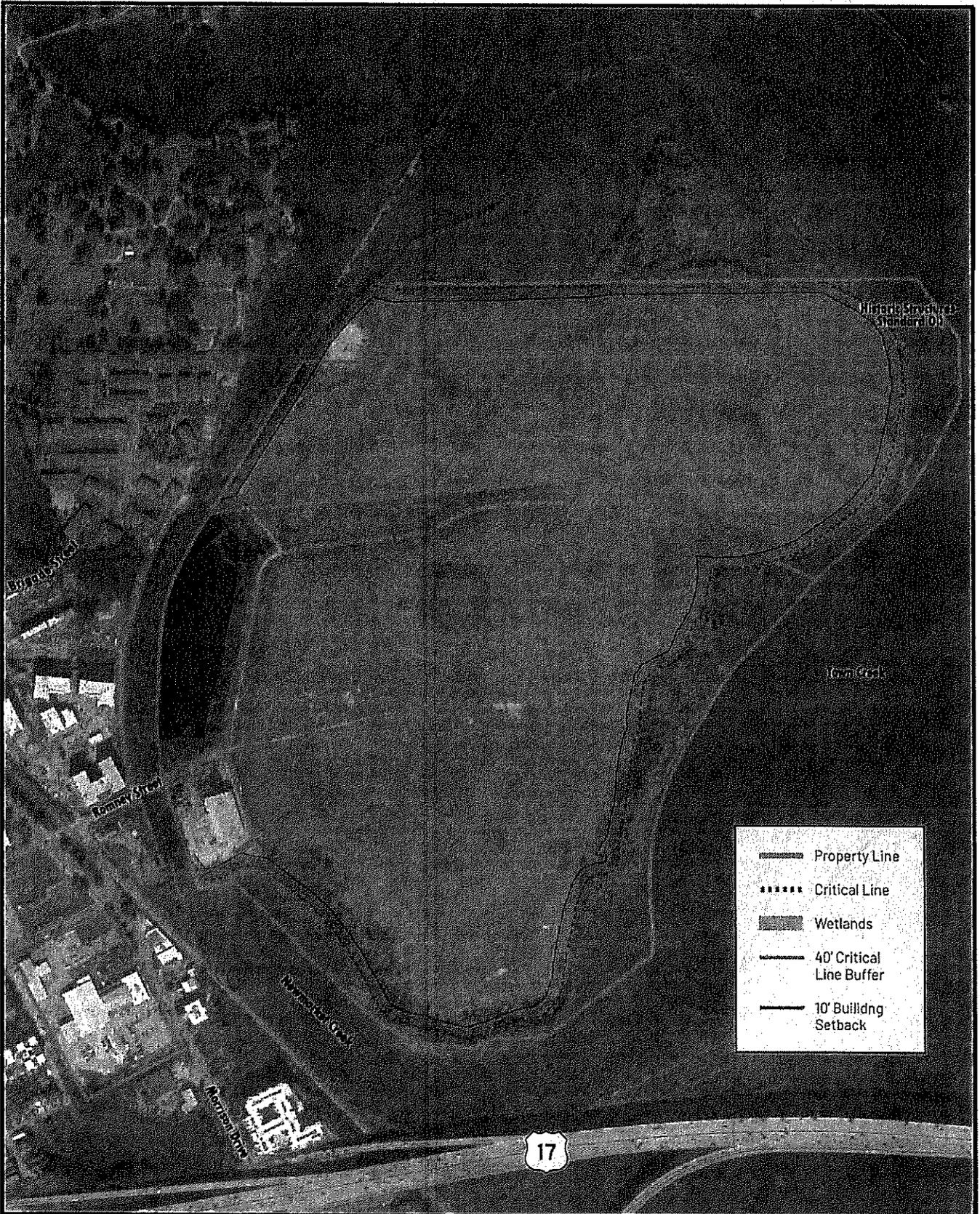




**LAUREL  
ISLAND**

**Exhibit 4: Existing Conditions**  
 Owner/Developer: Laurel Island Development, LLC  
 Prepared by: Reveer Group, LLC  
 January 23, 2020

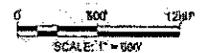


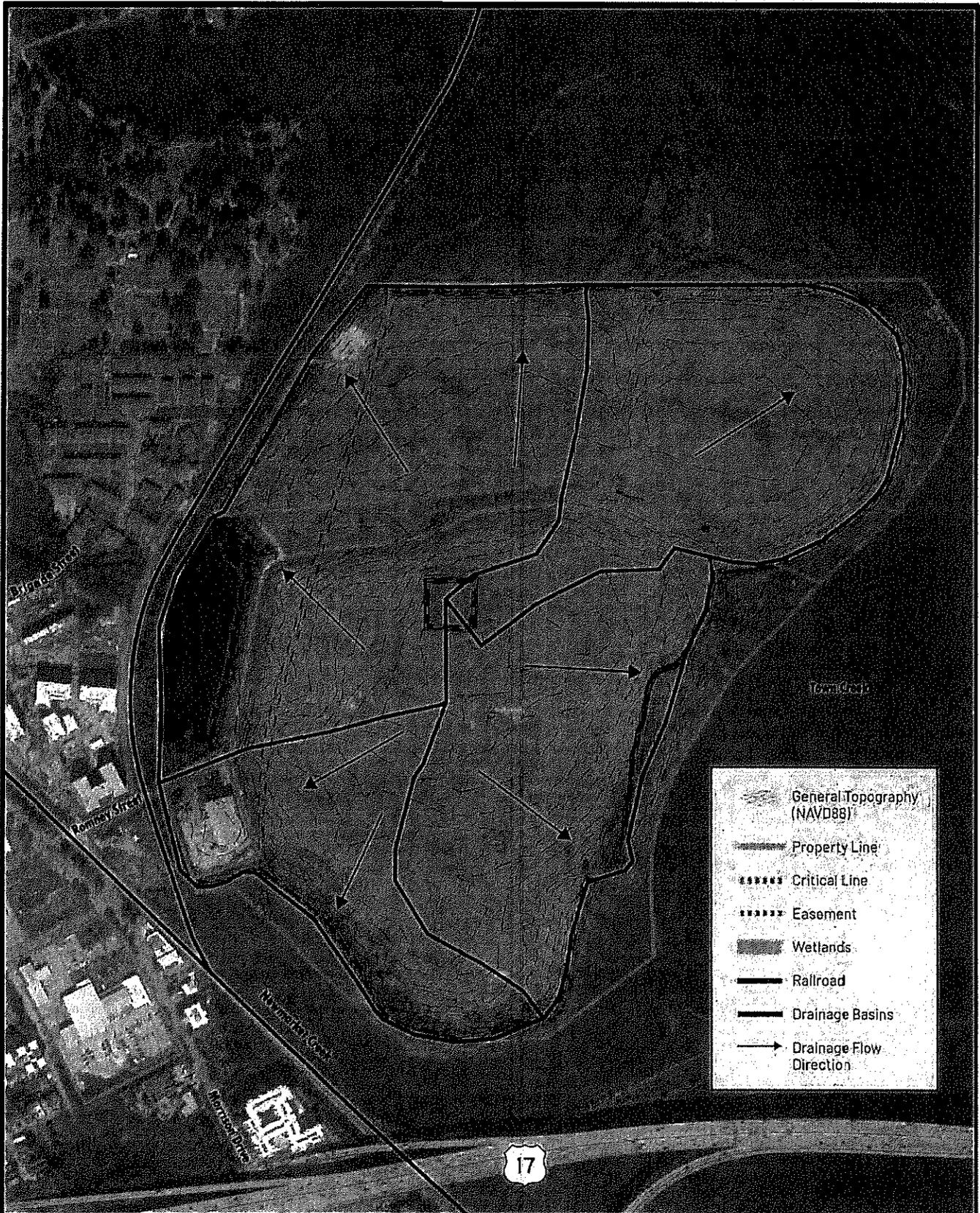


**LAUREL  
ISLAND**

**Exhibit 5: Wetlands and Critical Lines**

Owner/Developer: Laurel Island Development, LLC  
 Prepared by: Reveer Group, LLC  
 January 15, 2020



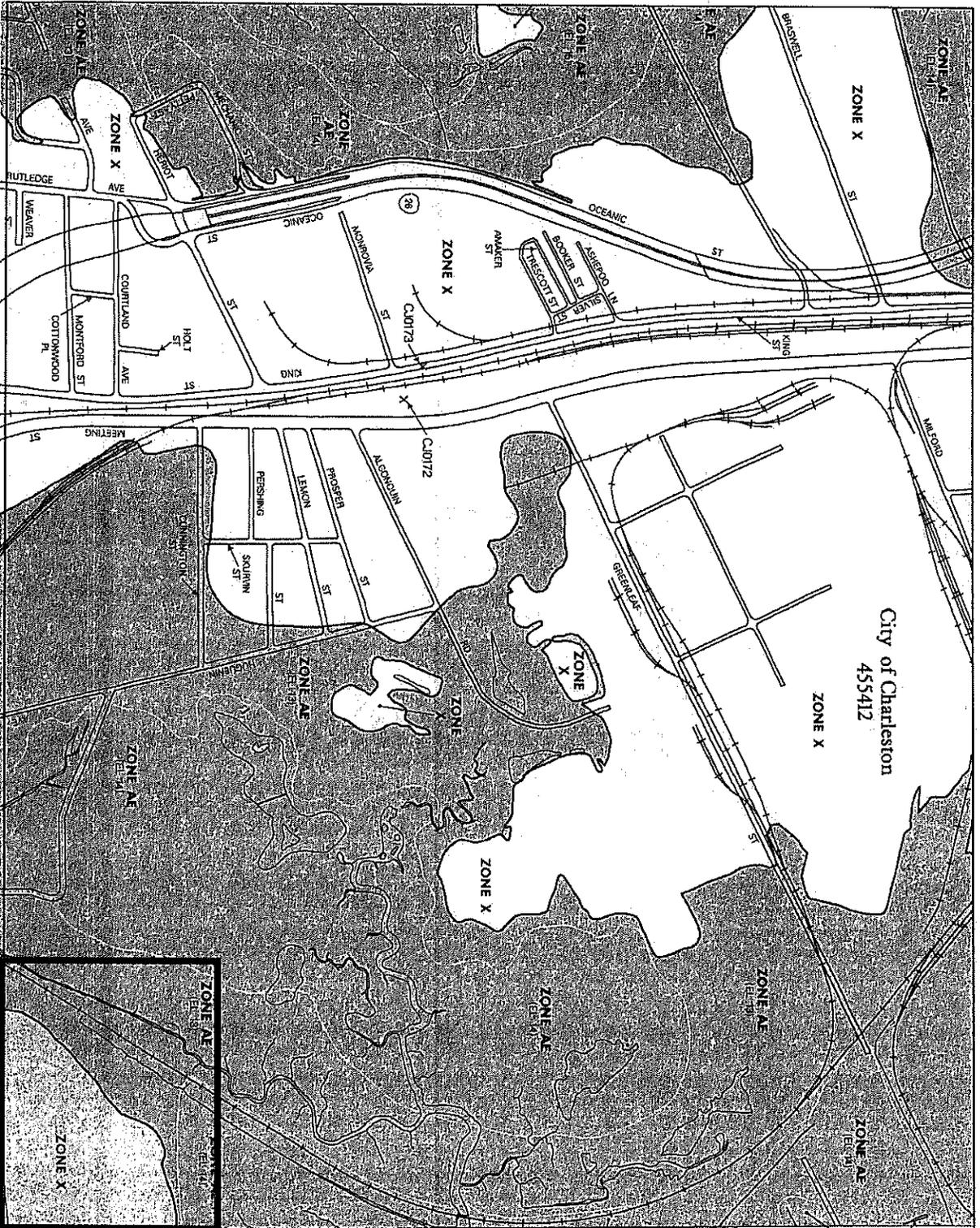


-  General Topography (NAVD88)
-  Property Line
-  Critical Line
-  Easement
-  Wetlands
-  Railroad
-  Drainage Basins
-  Drainage Flow Direction



**LAUREL ISLAND**

**Exhibit 6: Drainage**  
 Owner/Developer: Laurel Island Development, LLC  
 Prepared by: Reveer Group, LLC  
 January 15, 2020



City of Charleston  
455412

APPROXIMATE SCALE  
MAP SCALE 1" = 500'  
0 500 1000  
FEET  
METERS

**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM  
FLOOD INSURANCE RATE MAP  
CHARLESTON COUNTY,  
SOUTH CAROLINA  
AND INCORPORATED AREAS**

PANEL 504 OF 855

SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CHARLESTON CITY OF	4832	504	J
CHARLESTON COUNTY	4843	504	J
NORTH CHARLESTON CITY OF	45622	504	J

Notes to User: This map is a portion of the National Flood Insurance Program's Flood Insurance Rate Map (FIRM) for Charleston County, South Carolina. It is a digital copy of a portion of the original FIRM. This map does not reflect changes or amendments which may have been made subsequent to the date on the map. For the most current information, please refer to the National Flood Insurance Program's Flood Insurance Rate Map (FIRM) for Charleston County, South Carolina.

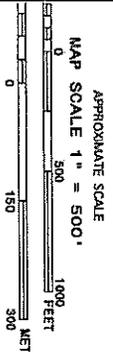
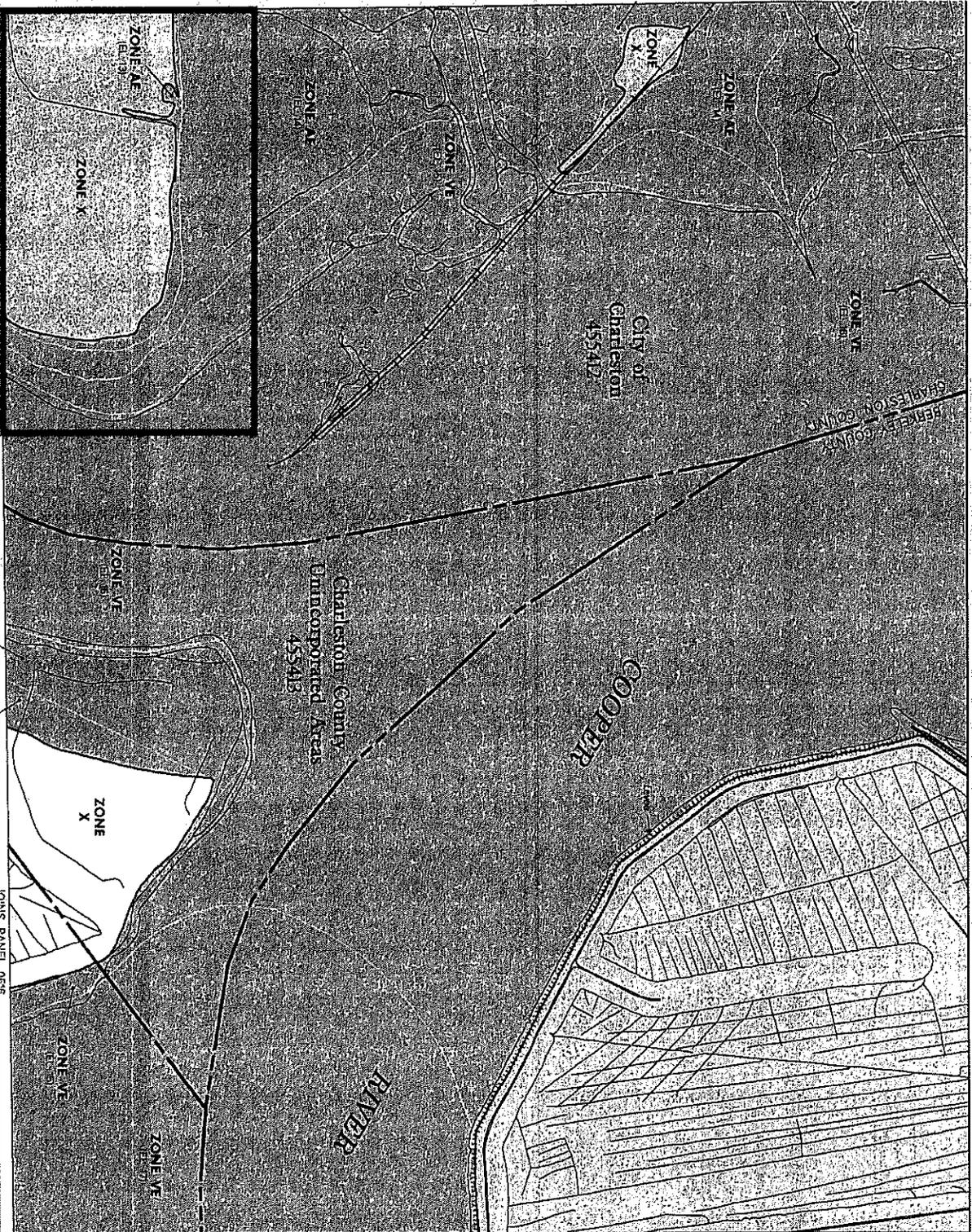
EFFECTIVE DATE:  
NOVEMBER 17, 2004

MAP NUMBER  
450196504J

Federal Emergency Management Agency



This is an official copy of a portion of the National Flood Insurance Program's Flood Insurance Rate Map (FIRM) for Charleston County, South Carolina. It is a digital copy of a portion of the original FIRM. This map does not reflect changes or amendments which may have been made subsequent to the date on the map. For the most current information, please refer to the National Flood Insurance Program's Flood Insurance Rate Map (FIRM) for Charleston County, South Carolina.



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**CHARLESTON COUNTY,**  
**SOUTH CAROLINA**  
**AND INCORPORATED AREAS**

PANEL 508 OF 855

SEE MAP INDEX FOR PANELS NOT PRINTED

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CHARLESTON CITY OF	455412	508	J
CHARLESTON COUNTY OF	455418	508	J
MOOREHEAD TOWN OF	455417	508	J
NORTH CHARLESTON, CITY OF	455419	508	J

Map is based on the latest available data. The map is not intended to be used for insurance purposes. For more information, contact the FEMA Flood Map Store at www.mnfema.gov

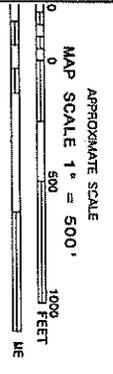
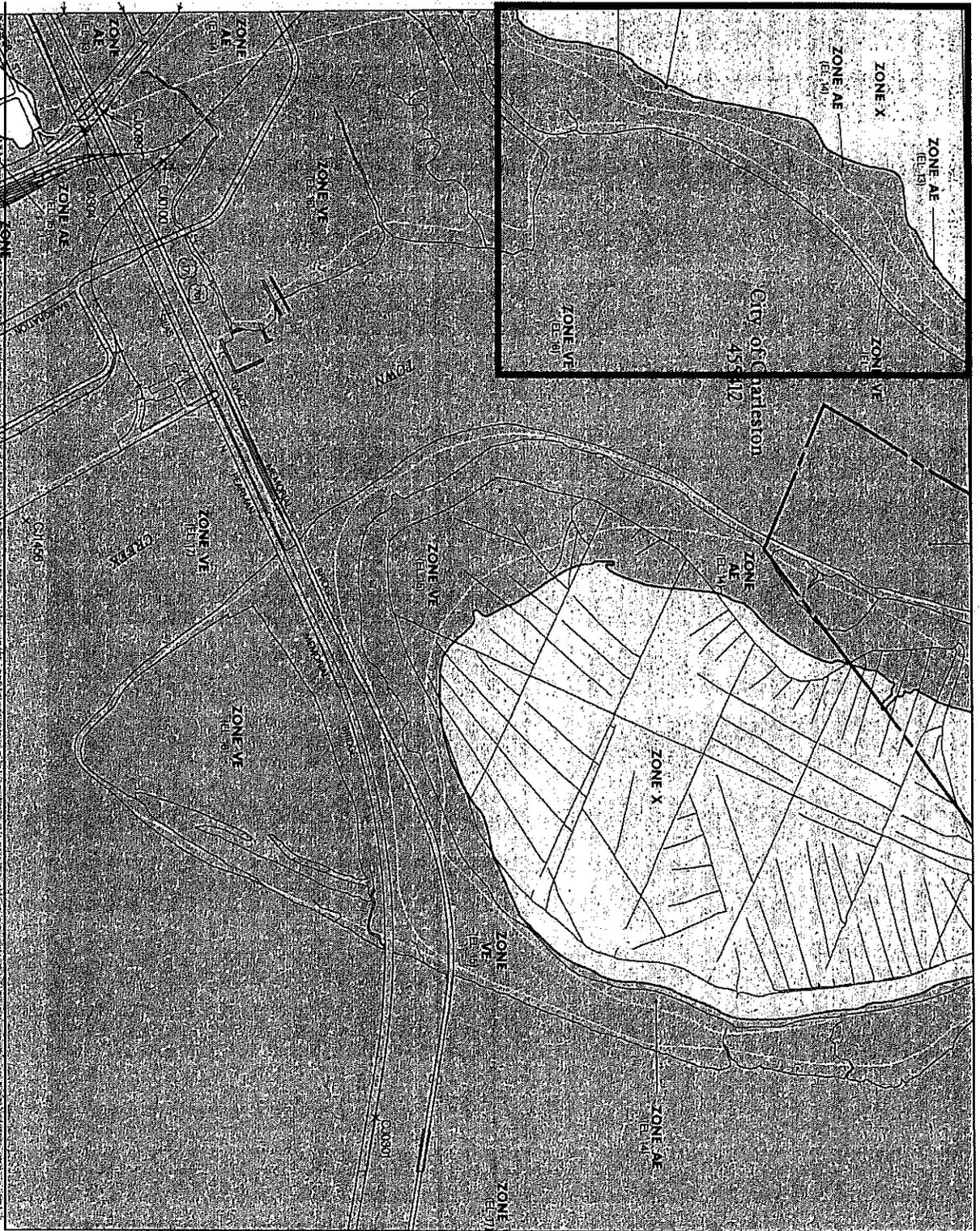
**MAP NUMBER**  
 4501905081

**EFFECTIVE DATE:**  
 NOVEMBER 17, 2004

Federal Emergency Management Agency



This is an official copy of a portion of the Flood Insurance Rate Map. It was extracted using Flood Info. This map does not reflect changes or amendments which may have been made subsequent to the date on the Flood Insurance Rate Map. For more information, contact the FEMA Flood Map Store at www.mnfema.gov



**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
 CHARLESTON COUNTY,  
 SOUTH CAROLINA  
 AND INCORPORATED AREAS

**PANEL 516 OF 835**

(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMPARATIVE	NUMBER	PANEL	SUFFIX
CHARLESTON CITY OF	4544	504	J
CHARLESTON COUNTY	4543	894	J
ADJACENT RESIDENT TOWNS OF	2547	894	J

NOTE: TO VIEW THE MAP NUMBER, LOOK FOR THE AREA TO BE INSURED ON THE MAP. THE MAP NUMBER IS PRINTED IN THE UPPER LEFT CORNER OF THE MAP. THE MAP NUMBER IS PRINTED IN THE UPPER LEFT CORNER OF THE MAP. THE MAP NUMBER IS PRINTED IN THE UPPER LEFT CORNER OF THE MAP.

**EFFECTIVE DATE:**  
**NOVEMBER 17, 2004**

**MAP NUMBER**  
**45019C0516**

Federal Emergency Management Agency



THIS IS AN OFFICIAL COPY OF A portion of the most recent Flood map. It was extracted using FIRM Online. This map does not reflect changes in boundaries which may have been made subsequent to the date on the Flood map. For the most current Flood map information, please refer to the Flood map. For the most current Flood map information, please refer to the Flood map. For the most current Flood map information, please refer to the Flood map.











## **APPENDIX G**

### **LIBAR Rules and Regulations**

LIBAR  
Laurel Island Board of Architectural Review  
Rules of Procedure and Regulations

**Article I. Organization**

**Section 1. - Rules.** These Rules of Procedure and Regulations (these “Rules and Regulations”) are adopted by the City of Charleston City Council in accordance with the provisions of S.C. Code § 6-29-740, § 6-29-870, and Section 54-256 of the City of Charleston Zoning Ordinance.

**Section 2. - Members of the Board.** The Board shall consist of five (5) members, three (3) shall be designated by the Laurel Island Property Owners’ Association (LIPA), and two (2) shall be designated by the City of Charleston. The members designated by the City and at least two (2) of the members designated by LIPA shall have demonstrated experience in at least one of the following fields: fine arts, architecture, structural engineering, landscape architecture, civil engineering, urban design, city planning, preservation, construction, real estate, law, or associated disciplines. Each board shall elect from its members a chairperson, vice-chairperson, and secretary. The term of office shall be three years.

**Section 3. - Officers.** The officers of the Board shall be a chairperson, vice-chairperson, and a secretary elected at the first meeting of the Board in each calendar year.

3.1 **Chairperson.** The Chairperson, or in his absence, the vice-chairperson, shall be a voting member of the board and shall:

- a. Call meetings of the Board;
- b. Preside at meetings and hearings;
- c. Act as spokesman for the board;
- d. Sign documents for the Board;
- e. Have, or cause to have, decisions of the Board served on parties;
- f. Manage discussion at meetings to assure that it remains pertinent to matters subject to the jurisdiction of the Board; and
- g. Perform other duties approved by the Board.

3.2 **Vice-Chairperson.** The vice-chairperson shall exercise the duties of the chairperson in the absence, disability, or disqualification of the chairperson. In the absence of the chairperson and the vice-chairperson, an acting chairperson shall be designated by the members present.

3.3 **Secretary.** The secretary shall:

- a. Provide and publish notice of applications, appeals, and meetings;

- b. Prepare the agenda;
- c. Properly post the agenda;
- d. Keep minutes of hearings and meetings;
- e. Maintain Board records as public records;
- f. Notice parties of Board decisions;
- g. Attend to Board correspondence; and
- h. Perform other duties normally carried out by a secretary.

**Section 4. - Terms of Office.** The chairperson and vice-chairperson shall serve for one year or until they are re-elected, or their successors are elected and qualified.

## **Article II. Meetings**

**Section 1. - Time and Place.** The Board shall meet at such time and place as may be called by the Board upon five (5) days prior notice, posted and delivered to all members and published on the City of Charleston's website. Meetings shall be open to the public.

**Section 2. - Agenda.** A written agenda shall be furnished by the secretary to each member of the Board and shall be posted on the City of Charleston's website at least five (5) days prior to each regular meeting. Items may be removed from the agenda, or postponed at a meeting, by a majority vote.

**Section 3. - Quorum.** A majority of the members of the Board shall constitute a quorum. A quorum shall be present before any business is conducted other than rescheduling the meeting.

**Section 4. - Rules of Order.** *Robert's Rules of Order* shall govern the conduct of meetings except as otherwise provided by these Rules of Procedure.

**Section 5. - Public Notice.** Each applicant whose application is to be heard will be notified of the date of the meeting at least five (5) days prior to the meeting by letter from the secretary. The property that is the subject of the application shall be posted with a sign at least five (5) days prior to the meeting. The sign shall contain a description of the matter to be heard and specify the appropriate city department to contact concerning information regarding the application. The sign shall also specify the time, date and location of the meeting.

## **Article III. Appeals Procedure**

**Section 1. - Appeal of Board Decision to Board of Architectural Review - Large.** A person who may have material interest in any decision of the Board may appeal from a decision of the board to the Board of Architectural Review – Large by filing such appeal with the City of Charleston in the form of a petition, in writing,

setting forth plainly, fully, and distinctly why the decision is contrary to the Laurel Island Design Principals and law. The appeal must be filed within ten (10) days of the decision of the Board.

#### **Article IV. Hearing Procedure**

**Section 1. - Compliance with Zoning.** Except as may be otherwise provided by Ordinance, applications are not to be considered by the Board unless they satisfy all zoning requirements concerning the use of the property, parking, setbacks or other zoning requirements that would affect the size and placement of building. Any Board approval of plans that are determined not to comply with zoning shall render the Board approval null and void; provided however, this rule may be waived by the Board.

The deadline for applications is noon, no later than ten days prior to the requested review date.

**Section 2. - Appearances.** The applicant or any party may appear in person or by agent or by attorney. The Board may postpone, or proceed to dispose of a matter on the record before it in the absence of an applicant, or his representative.

**Section 3. - Conduct of Hearing.** The normal order of hearing, subject to modification by the Chairperson, shall be:

- a. Statement of matter to be heard (Chairperson or Secretary);
- b. Presentation of the project by the applicant (10 – 15 minutes);
- c. Board and staff questions to, and responses from, the applicant;
- d. Public comment (20-minute limit total, or as determined by the Chairperson), followed by responses from Applicant;
- e. Full Board discussion;
- f. Applicant points of clarification;
- g. Board action

**Section 4. - Disposition.** The Board may deliberate and make a final disposition of a matter by majority vote of members present at the hearing and qualified to vote; provided that no less than a quorum are qualified to vote. The vote may be taken at the same or subsequent meeting. Deliberations shall be conducted and votes taken in public. A member need not recuse herself or abstain from voting because a member has an ownership interest in property located within the Laurel Island PUD, or has been employed by a person with such an ownership interest.

**Section 5. - Decisions of the Board.** In order to provide guidance and insight into desirable goals and objectives for the Laurel Island PUD for desirable types of development, and for the maintenance of consistent policies in guiding the

building public toward better standards of design, decisions of the Board shall be guided by the Laurel Island Design Principles (see Article VII).

A decision of the Board shall be issued disposing of a matter by granting approval, denying approval or granting approval with such conditions as may be deemed necessary. The secretary shall notify the applicant upon execution of the decision of the Board. The Board may defer action on an application when, in its discretion, a project requires additional study.

#### **Article V. Records**

**Section 1. - Minutes.** The Secretary shall prepare minutes of all meetings and hearings of the Board.

**Section 2. - Decisions.** The Secretary shall assist in the preparation and notice of all decisions of the Board in appropriate form. Copies of all notices, correspondence, documentary evidence, minutes, decisions, and forms shall be maintained as public records by the City of Charleston.

**Section 3. - Policies of the board.** The Board may adopt guidelines and policies at its discretion.

#### **Article VI. Amendment.**

**Section 1. - Amendment.** These rules may be amended at any regular meeting of the Board by majority vote of the members of the Board.

#### **Article VII. Laurel Island Design Principles**

To be approved by BAR-L and inserted herein upon approval.





## EXHIBIT A

All that certain piece, parcel or lot of land with the improvements thereon situated, lying and being on the western side of Meeting Street Road in the County of Charleston, State of South Carolina, designated as "Southern Half of 20' R/W 1,053 sq. ft. 0.024 acres," as shown on a plat prepared by Atlantic Surveying, Inc. entitled "PLAT TO ABANDON PROPERTY LINE AT 1625 MEETING ST. RD CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" dated January 31, 2011 and recorded in the RMC Office for Charleston County, South Carolina in Plat Book S11 at Page 0141 on July 10, 2011. Said lot having such size, shape, buttings, boundings, dimensions and locations as will more fully appear by reference to said plat.

TMS# 464-10-00-008





## EXHIBIT A

All that certain piece, parcel or lot of land with the improvements thereon situate, lying and being on the western side of Meeting Street Road in the County of Charleston, State of South Carolina, designated as "Northern Half of 20' R/W 1,053 sq. ft. 0.024 acres," as shown on a plat prepared by Atlantic Surveying, Inc. entitled "PLAT TO ABANDON PROPERTY LINE AT 1625 MEETING ST. RD CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" dated January 31, 2011 and recorded in the RMC Office for Charleston County, South Carolina in Plat Book S11 at Page 0141 on July 10, 2011. Said lot having such size, shape, buttings, boundings, dimensions and locations as will more fully appear by reference to said plat.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS TO ENTER INTO THAT CERTAIN GRANT OF EASEMENTS AND LEASE BETWEEN THE CITY OF CHARLESTON AND THE COMMISSIONERS OF PUBLIC WORKS ("CPW") TO FACILITATE THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A NEW ELEVATED WATER STORAGE TANK, WATER MAINS AND RELATED EQUIPMENT THEREON AT THE MUNICIPAL GOLF COURSE ON MAYBANK HIGHWAY IN THE CITY OF CHARLESTON, SOUTH CAROLINA, SAID GRANT OF EASEMENTS BEING MARKED AS EXHIBIT A, AND LEASE BEING MARKED AS EXHIBIT B, BOTH OF WHICH ARE ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1659 BOONE HALL ROAD (0.27 ACRES) (TMS#: 353-14-00-166), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND INCLUDES ALL MARSHES, PUBLIC WATERWAYS, AND PUBLIC RIGHTS-OF-WAY, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7.

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2434 QUAIL HOLLOW COURT (0.06 ACRES) (TMS#: 355-16-00-064), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND INCLUDES ALL MARSHES, PUBLIC WATERWAYS, AND PUBLIC RIGHTS-OF-WAY, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2.

Councilmember Evans left at 8:28 p.m.

Mayor Riley noted County Councilman Colleen Condon met with the Committee on Public Works & Utilities to brief us on County Council's decision to close incinerator at the end of this year because of the conditions County Council was concerned about that existed around it. He said they thought there was a much more cost effective method. He stated they are committed that Bees Ferry is not the solution. He said he thinks it was a very positive report.

The next matter before Council were thirty-eight (38) bills up for second reading.

On the motion of Councilmember Mitchell, thirty-eight (38) bills (Items J-1 through J-38 on the agenda) received second reading. They passed second reading on motion of Councilmember Gallant and third reading on motion of Councilmember Mitchell. On further motion of Councilmember White, the rules were suspended and the bills were immediately ratified as:

2009-177

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF CHARLESTON THE NECESSARY DOCUMENTS TO CLOSE AND ABANDON AN UNIMPROVED RIGHT OF WAY BETWEEN 1623 AND 1625 MEETING STREET ROAD AS SHOWN ON A PLAT ENTITLED "PROPOSED ABANDONMENT OF 20' RIGHT OF WAY" PREPARED BY ATLANTIC SURVEYING, INC. DATED JANUARY 9, 2008, SAID PLAT BEING MARKED AS EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, AND UPON THE ABANDONMENT OF SUCH UNIMPROVED RIGHT OF WAY BETWEEN 1623 AND 1625 MEETING STREET ROAD

AS SHOWN AND DESCRIBED ON EXHIBIT A, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF CHARLESTON THE NECESSARY DOCUMENTS TO CONVEY BY QUIT-CLAIM DEED THE NORTHERN ONE-HALF OF SUCH ABANDONED RIGHT OF WAY TO DEE-DEX, LLC AND THE SOUTHERN ONE-HALF OF SUCH ABANDONED RIGHT OF WAY TO S&R WICK, LLC

**2009-178** AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1300 MEETING STREET (REAR PORTION) (PENINSULA) (1.208 ACRES) (TMS #464-14-00-145), BE REZONED FROM GENERAL BUSINESS (GB) CLASSIFICATION TO LIGHT INDUSTRIAL (LI) CLASSIFICATION.

**2009-179** AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CORNER OF PIEDMONT AVENUE & ALBERTA AVENUE (WAGNER TERRACE - PENINSULA) (0.54 ACRE) (TMS #463-11-03-101 (A PORTION OF) & 463-11-03-103), BE REZONED AS FOLLOWS: 0.40 ACRE FROM CONSERVATION (C) CLASSIFICATION TO SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION AND 0.14 ACRE FROM SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION TO CONSERVATION (C) CLASSIFICATION. (AS AMENDED)

**2009-180** AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 79 GROVE STREET (NORTH CENTRAL - PENINSULA) (0.314 ACRE) (TMS #463-15-04-135), BE REZONED FROM DIVERSE RESIDENTIAL (DR-2) CLASSIFICATION TO PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION.

**2009-181** AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 805 CANARY DRIVE (LONGBRANCH ESTATES - WEST ASHLEY) (0.3 ACRE) (TMS #310-01-00-036), ANNEXED INTO THE CITY OF CHARLESTON AUGUST 18, 2009 (#2009-139), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

**2009-182** AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 811 EAST ESTATES BOULEVARD (LONGBRANCH ESTATES - WEST ASHLEY) (0.27 ACRE) (TMS #310-02-00-131), ANNEXED INTO THE CITY OF CHARLESTON AUGUST 18, 2009 (#2009-137), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

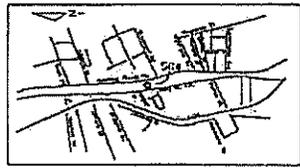
**2009-183** AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2487 PINTAIL DRIVE (LONGBRANCH ESTATES - WEST ASHLEY) (0.24 ACRE) (TMS #310-01-00-005), ANNEXED INTO

**NOTES & REFERENCES:**

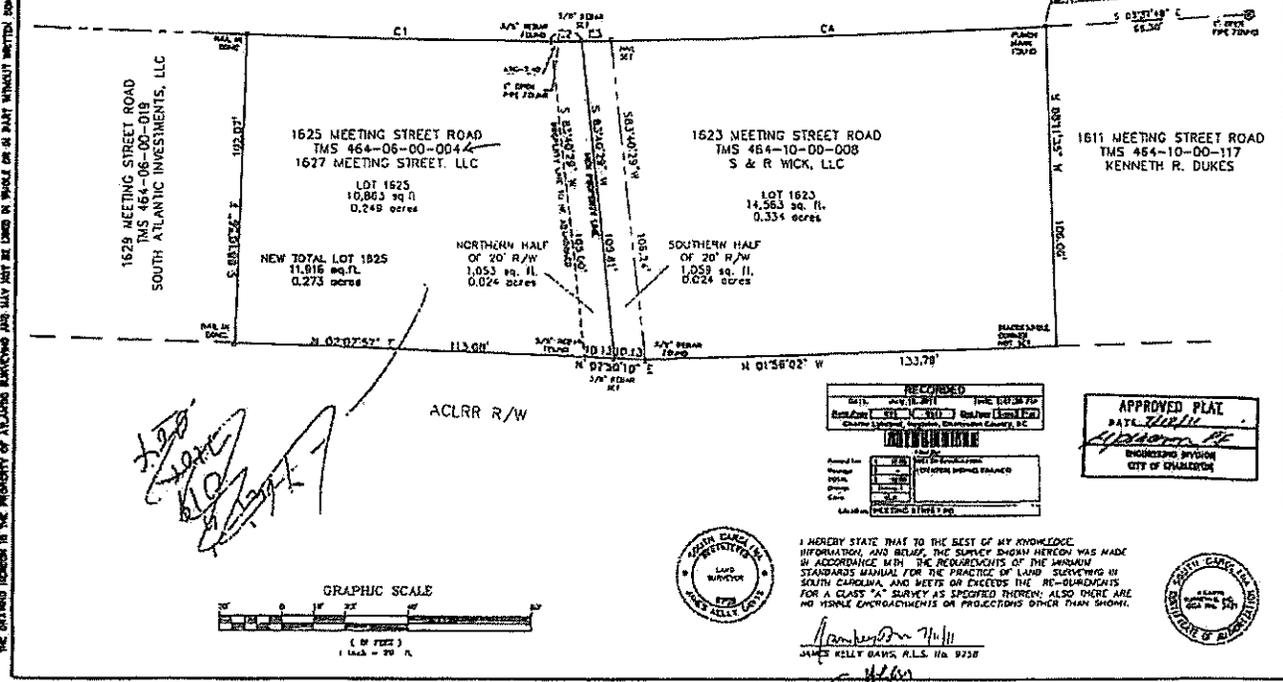
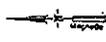
- NOTES:
- 1) REFERENCE PLAT BY F. STEVEN JOHNSON RECORDED IN PLAT BOOK 510 PAGE 527.
  - 2) REFERENCE PLAT BY JAMES KELLY DAVIS RECORDED IN PLAT BOOK 510 PAGE 0036.
  - 3) ACCORDING TO FLOOD INSURANCE RATE MAP #50163 DSDAU DATED 11/17/04, THIS PROPERTY LIES IN FLOOD ZONE X.
  - 4) THE EXISTENCE OR NON-EXISTENCE OF JURISDICTIONAL WETLANDS WAS NOT DETERMINED AT THIS TIME.
  - 5) THE WORD "CERTAIN" IS AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR. IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY.
  - 6) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, INTERESTS, TITLE EMBODIED OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  - 7) AREA DETERMINED BY COORDINATE METHOD.

*FILED*  
*510-0036*

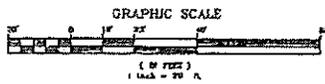
LINE	BEARING	DISTANCE	AREA	REMARKS
1	S 89° 58' 02" W	133.79'		MEETING STREET ROAD
2	N 02° 07' 42" E	113.08'		MEETING STREET ROAD
3	S 89° 58' 02" W	133.79'		MEETING STREET ROAD
4	N 02° 07' 42" E	113.08'		MEETING STREET ROAD



MEETING STREET ROAD 80' R/W



*Handwritten notes and signatures:*  
*1625*  
*1623*  
*1611*  
*1625*



**RECORDED**  
DATE: 04/15/11 TIME: 02:58:20  
BY: [Signature] COUNTY: CHARLESTON, SOUTH CAROLINA

**APPROVED PLAT**  
DATE: 7/11/11  
[Signature]  
ENGINEERING DIVISION  
CITY OF CHARLESTON



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO TITLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

*James Kelly Davis*  
JAMES KELLY DAVIS, R.L.S. No. 9258

ATLANTIC SURVEYING, INC.  
1110 EAST WYOMING AVE.  
CHARLESTON, SOUTH CAROLINA 29403  
(843) 792-1111  
www.atlanticsurveying.com

**Atlantic**  
Surveying, Inc.

PLAT TO ABANDON PROPERTY LINE  
AT 1625 MEETING ST. RD  
CITY OF CHARLESTON  
CHARLESTON COUNTY, SOUTH CAROLINA

**SHT-NO**

DATE: 04/15/11  
BY: [Signature]  
COUNTY: CHARLESTON

*511-0141 (9011)*

THE SURVEY HEREON IS THE PROPERTY OF ATLANTIC SURVEYING, INC. AND SHALL NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT. WILL BE SUBJECT TO LEGAL ACTION.

L1(a).



## CHARLESTON POLICE DEPARTMENT

Chito T. Walker  
*Chief of Police*

180 Lockwood Blvd. • Charleston, South Carolina 29403

To: Mayor Cogswell  
CC: City Council  
From: Chito Walker, Chief of Police  
Date: January 13, 2026  
Subject: FY25 Kennedy Center Alcohol Enforcement Team Grant

The Charleston Police Department requests after-the-fact permission to accept an award for the 2025 Ernest E. Kennedy Center Alcohol Enforcement Team Grant in the amount of \$5,000.00. There is no match required for this grant.

The South Carolina Department of Alcohol and Other Drug Abuse Services (DAODAS) has made funds available for the creation and support of Alcohol Enforcement Teams (AETs) in each judicial circuit to combat the issue of underage drinking in SC communities. Towards this goal, the City of Charleston Police Department agreed to conduct evidence-based strategies aimed at the issue of underage drinking in Charleston. In return for these activities, the Berkeley/Charleston County AET Team will award the City of Charleston Police Department funds to be used in their alcohol and drug enforcement duties.

CPD's project goal is to fund field intelligence training for the upcoming VICE Unit to combat underage drinking and drug use. Additionally, the funds will pay for licensing for the ID authentication software, Intellicheck. This software is fully mobile, allowing officers to quickly verify the authenticity of IDs without having to return to their police cruiser.

**ATTACHMENT II**  
**Contractor Payment Request Form**

**DATE:** June 30, 2025  
**TO:** The Ernest E. Kennedy Center, 96 Wisteria Road, Goose Creek, SC 20445  
**FROM:** The City of Charleston Police Department

**PAYMENT PERIOD (month/year):** July 2024- June 2025

The source of these federal funds is the Substance Abuse Prevention and Treatment Block Grant of the U.S. Substance Abuse and Mental Health Services Administration, US Department of Health and Human Services, CFDA number – 93.959.

Activity	Milestone(s) Achieved	Total to be Paid
Public Safety Checkpoint		
Alcohol/Tobacco Compliance Check		
Underage Party Patrols/Dispersals		
Shoulder Tap Operations		
Fake ID/Bar Checks		
Reimbursable:		
Community Events/Presentations on Underage Drinking		
Underage Drinking Education/Alive at 25		
Training/Travel Expenses		
Other Expenses		
<b>TOTAL</b>		<b>\$5,000.00</b>

*"I certify that all expenditures reported and payments requested are for appropriate purposes and are in accordance with the agreed upon prices set forth in the contract document."*

\_\_\_\_\_  
*Signature of Official*

\_\_\_\_\_  
*Phone Number:*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Prepared by (person to contact with questions)*

\_\_\_\_\_  
*Phone Number:*



## CHARLESTON POLICE DEPARTMENT

Chito T. Walker  
*Chief of Police*

180 Lockwood Blvd. • Charleston, South Carolina 29403

To: Mayor Cogswell  
CC: City Council  
From: Chito Walker, Chief of Police  
Date: January 13, 2026  
Subject: FY26 Kennedy Center Alcohol Enforcement Team Grant

The Charleston Police Department requests permission to submit an application for the 2026 Ernest E. Kennedy Center Alcohol Enforcement Team Grant in the amount of \$3,000.00.

The South Carolina Department of Alcohol and Other Drug Abuse Services (DAODAS) has made funds available for the creation and support of Alcohol Enforcement Teams (AETs) in each judicial circuit to combat the issue of underage drinking in SC communities. Towards this goal, the City of Charleston Police Department agreed to conduct evidence-based strategies aimed at the issue of underage drinking in Charleston. In return for these activities, the Berkeley/Charleston County AET Team will award the City of Charleston Police Department funds to be used in their alcohol and drug enforcement duties.

CPD's project goal is to fund field intelligence training for the upcoming VICE Unit to combat underage drinking and drug use. Additionally, the funds will pay for licensing for the ID authentication software, Intellicheck. This software is fully mobile, allowing officers to quickly verify the authenticity of IDs without having to return to their police cruiser.

**The award amount varies based on the number of agencies that participate in the AET program and whether CPD completes all the terms of the agreement. However, the estimated award amount for the FY26 grant period is \$3,000.** There is no match required for this grant.



## **Alcohol Enforcement Team FY2026 Contract Requirement**

**TO:** The City of Charleston Police Department  
**From:** The Ernest E. Kennedy Center, 96 Wisteria Road, Goose Creek, SC 29445

**CONTRACT/PAYMENT PERIOD (month/year):** July 2025- June 2026

**The source of these federal funds is the Substance Abuse Prevention and Treatment Block Grant of the U.S. Substance Abuse and Mental Health Services Administration, US Department of Health and Human Services, CFDA number – 93.959.**

### **Certification Regarding Debarment and Suspension**

Subgrantee certifies to the best of his or her knowledge and belief that Subgrantee, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
- 2) have not within a three- (3) year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- 3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2) above; and
- 4) have not within a three- (3) year period preceding this grant had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should Subgrantee not be able to provide this certification, an explanation as to why must be reported to OSUS in confidence before this grant's execution.

Subgrantee agrees by signing this grant that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with Subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

Please initial and date below:

\_\_\_\_\_ City of Charleston Police Department Designee

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

L1(c).



## CHARLESTON POLICE DEPARTMENT

Chito T. Walker  
*Chief of Police*

180 Lockwood Blvd. • Charleston, South Carolina 29403

To: Mayor Cogswell  
CC: City Council  
From: Chito Walker, Chief of Police  
Date: January 13, 2026  
Subject: Subaward Agreement for SCORF Year 3 – FAVOR Lowcountry

The Charleston Police Department requests approval to enter into a subaward agreement with Faces and Voices of Recovery (FAVOR) Lowcountry for services rendered as part of the Charleston Police Department's SCORF project.

Funding from the South Carolina Opioid Recovery Fund (SCORF) is designated to help mitigate the effects of the opioid crisis and direct resources to those affected by substance use disorder. To achieve this goal, the Charleston Police Department will partner with Faces and Voices of Recovery (FAVOR) Lowcountry to hire a Certified Peer Support Specialist (CPSS). The CPSS will work alongside CPD's Opioid Outreach Manager to follow up with survivors of non-fatal overdoses and connect them to recovery support services. Having guidance from someone with lived experience is crucial in the recovery process, and the CPSS will draw on their own journey to assist individuals with substance use disorders in starting their recovery.

The Charleston Police Department will use SCORF funds to reimburse FAVOR Lowcountry as a sub-grantee under its award, and both parties must sign a subaward agreement to formalize the terms of this partnership. Total reimbursement shall not exceed \$93,150.00 over the course of the year-long grant period. For further details about the subaward budget, please refer to Section IV of the agreement on page 4.



**SECTION I: SCOPE OF SERVICES**

A. The parties agree that the Contractor shall furnish the following services:

1. Hire and supervise a CPSS to work with the CPD to provide overdose follow-up, referral for treatment and other services.
2. Work with CPD to provide similar services to citizens with other substance use disorders.
3. Work in partnership with the CPD Opioid Outreach Manager to help coordinate services for individuals beginning their recovery journey by utilizing the unique recovery experiences of the CPSS.
4. Coordinate with CPD Opioid Outreach Manager to provide Naloxone trainings with the City of Charleston and assist with providing Naloxone and other harm reduction supplies.
5. Distribute harm reduction kits (pencil box including 2 doses of Naloxone (4mg each), an informational pamphlet, face mask, and rubber gloves) and Fentanyl and Xylazine test strips.
6. Ensure that CPSS receives training on current “best practices” related to outreach to include attendance at the South Carolina Governor’s Addiction Summit in Columbia and 2 additional webinars and/or local trainings.
7. Provide quarterly data related to the CPSS’s activities to include in performance reports to the SCORF Board or more frequently if requested. Data may include SCORF-suggested performance metrics, KPIs outlined in FAVOR Lowcountry’s section of the SCORF application, and a monthly report of the amount of SCORF-funded naloxone distributed to the community (see appendix for a list of performance metrics).
8. Maintain adequate records that clearly support the charges and expenditures incurred under this project in the event of audit by the City of Charleston or the SCORF Board. Records should be retained for at least five (5) years following the end of the grant period.

B. The parties agree that City/CPD shall furnish the following services:

- I. Work with and support CPSS's efforts to provide services, training and distribution of harm reduction kits as set forth in paragraph I.A.;
- C. Both parties shall safely, diligently and in a professional and timely manner perform in fulfilling their obligations as set forth in this Agreement.
- D. Both parties warrant and represent that they possess all necessary licenses to perform the services set forth in this Agreement, and are competent and able to provide professional and high quality goods and/or services to the other in accordance with this Agreement.
- E. The Contractor shall bill only for work performed in accordance with this Agreement. City shall not be liable to pay for additional work unless otherwise agreed in writing by the parties.

**SECTION II: COPYRIGHT AND OWNERSHIP** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, The Contractor hereby assigns to the City all copyrights to such work when and as created.

**SECTION III: CONTRACT TERM** The term of this agreement shall run from October 1, 2025 to September 30, 2026.

**SECTION IV: COMPENSATION AND PAYMENT TERMS** This Agreement authorizes payments not to exceed \$93,150.00. The Contractor shall invoice City on a monthly basis. Invoices must be accompanied by documentation supporting the listed charges. Documentation may include:

- a payroll register noting salary and the employer portion of benefits for all grant-funded employees;
- a time/effort sheet documenting time spent on the project;
- receipts/invoices for supplies, training, and travel; and
- proof of payment (for example, a bank statement or cleared check).

Payment terms shall be Net 30 days after receipt of an approved invoice by City. Payment to The Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to City.

\$93,150.00 is itemized as follows:

\$83,650.00 – salary and fringe benefits for one CPSS, CPSS’s operational supplies (iPad, cellphone, cellphone service, informational trifold pamphlets and business cards), and 15% salary and fringe benefits for CPSS’s supervisor.

\$8,000.00 – harm reduction kits for CPSS.

\$1,500.00 – training and associated travel expenses for CPSS.

#### **SECTION V: WARRANTIES AND REPRESENTATIONS**

- A. Both parties hereby represent and acknowledge that they are capable of performing the work hereunder.
- B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the parties are to be of suitable quality for their intended purpose.
- C. Both parties warrant and represent that their staff are knowledgeable about and experienced in providing the services and goods specified in the work required in accordance with this Agreement and warrants that they will use their best skill and attention to provide the work and materials in a professional and timely manner.

**SECTION VI: SUBCONTRACTORS** The Contractor shall not substitute any Subcontractor without the prior written consent of the City.

#### **SECTION VII: INDEMNIFICATION**

The Contractor hereby expressly agree to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm or corporation directly or indirectly employed by them, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, the other shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

**SECTION VIII: INSURANCE REQUIREMENTS** The Contractor shall comply with all insurance requirements which are set forth in Exhibit A.

**SECTION IX: GRATUITIES AND KICKBACKS**

*Gratuities.* It shall be unethical and a violation of this Agreement by The Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim

or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

*Kickbacks.* It shall be unethical and a violation of this Agreement by The Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **SECTION X: TERMINATION**

*For Default:* If The Contractor fails to comply with the terms of the contract the City shall notify The Contractor in writing of the specifics regarding such noncompliance. If The Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to The Contractor with a minimum of thirty (30) days thereafter and The Contractor shall only be compensated for services actually completed prior to termination, The Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

#### **SECTION XI: ASSIGNMENT**

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

#### **SECTION XII: NOTICES**

All notices required under this Agreement to the parties shall be deemed properly given when deposited in

the United States mail, either by registered or certified mail (postage prepaid) to:

To the City:

Chief Chito T. Walker  
City of Charleston Police Department  
180 Lockwood Blvd.  
Charleston, SC 29401

With a copy to:

City of Charleston Corporation Counsel  
50 Broad Street  
Charleston, SC 29401

To The Contractor:

FAVOR Lowcountry  
Ed Johnson, Board Treasurer  
3030 Ashley Towne Center Dr., Suite 202B  
Charleston, SC 29414

**SECTION XIII: CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement.

**SECTION XIV: ENTIRE AGREEMENT**

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and The Contractor.

**SECTION XV: GOVERNING LAWS**

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

**SECTION XVI: LICENSE AND PERMITS**

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

#### **SECTION XVII: PUBLICITY RELEASES**

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, The Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided The Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

#### **SECTION XVIII: INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is The Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA ("Immigration Reform and Control Act") as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

#### **SECTION XIX: SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **SECTION XX: WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SECTION XXI: COMPLIANCE WITH LEGAL REQUIREMENTS**

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the parties during the term of this Agreement. The parties shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the other harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

**SECTION XXII: BACKGROUND CHECK**

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the CPSS, its other employees, agents or Subcontractors.

**SECTION XXIII: SC STATE AND LOCAL TAX**

Except as otherwise provided, contract prices shall include all applicable state and local taxes. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

The Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by The Contractor. If The Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless The Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

**SECTION XXIV: NONDISCRIMINATION**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**SECTION XXV: RELEASE OF INFORMATION**

The city of Charleston adheres to the South Carolina Code Title 30, Chapter 4, "Freedom of Information Act," when releasing information upon receipt of a FOIA request. Contractor has a duty to clearly mark any information that is considered proprietary or a trade secret to be removed or redacted according to this statute. Failure to clearly mark proprietary or trade secret information waives any claims Contractor may make against the City regarding the release of information. The City makes best efforts to redact this type of sensitive information but is under no obligation per SC Code Section 30-4-40(a). Further, the City may, but has no obligation, to inform the Contractor should a FOIA request be made related to the release of Contractor's information.

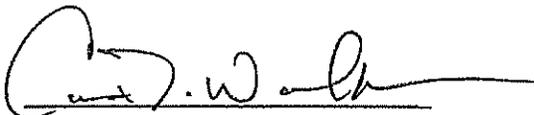
The city of Charleston adheres to the South Carolina Rules of Court regarding the release of information pursuant to the receipt of a subpoena. Upon receipt of the subpoena where Contractor's information may be responsive material, the City will make a best effort to timely notify Contractor. Contractor must promptly notify City should they intend to quash or prevent any of this information from being released. Failure to notify the City of this intent to quash or prevent the release of information within forty-eight (48) hours of being notified of the receipt of the subpoena waives any claims the Contractor may have against the City for the release of Contractor's information.

The city also follows the South Carolina Department of Archives History records retention schedule and Contractor acknowledges that their records may be maintained and destroyed in accordance with these policies and schedules.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2025 .

City of Charleston:

FAVOR Lowcountry



Chito T. Walker, Chief of Police



Ed Johnson, Board Treasurer

\_\_\_\_\_  
William S. Cogswell Jr., Mayor

## APPENDIX

### LIST OF PERFORMANCE METRICS

#### Proposal 1: Certified Peer Support Specialist (CPSS) and Supplies

- SCORF-Suggested Metrics for Approved Uses: B. Support People in Treatment and Recovery  
B.2 – Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
  - No. of children (up to age 18) completing some form of detox
  - No. of children (up to age 18) connected to therapeutic counseling services
  - No. of children (up to age 18) connected to MOUD
  - No. of children (up to age 18) connected to professional mental health care
  - No. of children (up to age 18) connected to peer supports/recovery services
  - No. of children (up to age 18) tested for communicable diseases
  - No. of children (up to age 18) testing positive for communicable diseases
  - No. of children (up to age 18) connected to treatment for communicable diseases
  - No. of adults completing some form of detox
  - No. of adults tested for communicable diseases
  - No. of adults testing positive for communicable diseases
  - No. of adults connected to treatment for communicable diseases
  - No. of adults connected to therapeutic counseling services
  - No. of adults connected to MOUD
  - No. of adults connected to professional mental health care
  - No. of adults connected to peer supports/recovery services
  - No. of adults connected to housing
  - No. of adults connected to childcare
  - No. of adults connected to education or job training
  - No. of adults connected to a job / employment
- KPIs outlined in the SCORF application for this proposal:
  - Process Measure: Increase the number of citizens within the City of Charleston with SUD issues who receive referrals to services that will support their recovery and maintenance of their recovery from SUD
  - Outcomes Measures:
    - Increase the number of citizens who have experienced non-fatal overdoses who go into recovery, thus decreasing the number of fatal overdoses
    - Increase the number of citizens with SUD who interact with CPD who are referred to services that will support their recovery from SUD

### Proposal 2: Harm Reduction Kits for Certified Peer Support Specialist

- SCORF-Suggested Metrics for Approved Uses: H. Prevent Overdose Deaths and Other Harms (Harm Reduction)
  - H.1 – Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
    - No. of persons educated on how to respond to an overdose
    - No. of Naloxone kits distributed to at-risk individuals
    - No. of Fentanyl test kits distributed to at-risk individuals
- KPIs outlined in the SCORF application for this proposal:
  - Process Measure: Provide naloxone and harm reduction supplies
  - Outcome Measure: Increase the availability of opioid prevention items within the City of Charleston
- Monthly Naloxone Distribution Report:
  - No. of SCORF-funded naloxone packages distributed to the community each month

### Proposal 3: Training for Certified Peer Support Specialist

- SCORF-Suggested Metrics for Approved Uses: K. Training
  - K.1 – Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
    - No. of staff trained to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
- KPIs outlined in the SCORF application for this proposal:
  - Process Measure: CPSS will attend the SC Governor’s Addiction Summit and at least two (2) other training events for skill enhancement
  - Outcome Measure: Goal to observe improvements in the skill set of CPSS



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 7<sup>th</sup> day of November 2025

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Grantor  
CAROLINA BAY PROPERTY OWNERS  
ASSOCIATION, INC.

[Signature]  
Witness Number One

By: [Signature]

WALT MARTIN  
Printed Name

Troy King  
Printed Name

Adrienne Skowlin  
Witness Number Two

Its: Board of Directors Vice President

Adrienne Skowlin  
Printed Name

\*\*\*\*\*

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Troy King on behalf of the Grantor on the 7<sup>th</sup> day of November, 2025. As Board of Directors VP,

Signature of Notary: Adrienne Skowlin

Print Name of Notary: Adrienne S Skowlin

Notary Public for South Carolina

My Commission Expires: 3/1/33

SEAL OF NOTARY



STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CAROLINA BAY PROPERTY OWNERS ASSOCIATION, INC. to CITY OF CHARLESTON on November 1<sup>st</sup>, 2025
3. Check one of the following: The deed is
  - (A) \_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) X exempt from the deed recording fee because (See Information section of affidavit): Exemption #1, No Consideration Paid (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES or NO\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as \_\_\_\_\_
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

*[Handwritten Signature]*

Responsible Person Connected with the Transaction

*Trey King - Carolina Bay POA BOD Vice President*

Print of Type Name Here

Sworn this 7<sup>th</sup> day of November 2025  
*Adrienne S Rowlin*  
 Notary Public for South Carolina  
 My Commission Expires: 3/1, 2033



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that ESSEX FARMS, LLC, a South Carolina limited liability company ("Grantor") in the state aforesaid, for and in consideration of the sum of TEN AND 00/100 DOLLAR (\$10.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing that certain street, road, drive, and cul-de-sac situate, lying and being in the City of Charleston, County of CHARLESTON, State of South Carolina, identified as SKYE ROAD, containing 1.11 acres, more or less, as shown and designated on a plat entitled "SUBDIVISION PLAT CREATING SKYE ROAD CONTAINING 1.11 ACRES OF RESIDUAL TRACT OWNED BY ESSEX FARMS, LLC AND SKYE ROAD CONTAINING 0.03 ACRES OF COMMON AREA CAROLINA BAY PROPERTY OWNERS ASSOCIATION, INC" final plat dated 06/15/2018 and last revised on the date thereon by Bowman Consulting Group LTD recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Register of Deeds for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Essex Farms, a South Carolina general partnership, by Deed of Dorothy McLeod Rhodes dated July 19, 1974, recorded in the RMC Office for Charleston County on in Book Y-104, at Page 296; said partnership having thereafter converted to a South Carolina limited liability company now known as Essex Farms, LLC, a South Carolina limited liability company, as more particularly set forth in that certain Memorandum of Conversion dated January 7, 1998, recorded in the RMC Office for Charleston County on February 4, 1998, in Book W-296, at Page 728.

Grantee's Mailing Address:

City of Charleston Department  
of Public Service Engineering  
Division  
2 George Street  
Suite 2100  
Charleston, South Carolina 29401

Portion of TMS No.: 309-00-00-003

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 4 day of November 2025

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Grantor  
ESSEX FARMS, LLC

W. McLeod Rhodes  
Witness Number One

By: Margaret Rhodes

W. McLeod Rhodes  
Printed Name

Margaret Rhodes  
Printed Name

Lisa D. Smith  
Witness Number Two

Its: Manager

Lisa D. Smith  
Printed Name

\*\*\*\*\*  
\*

STATE OF S. C. )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Margaret Rhodes As Manager on behalf of the Grantor on the 4th day of November, 2025.

- ✓ Signature of Notary: Lisa D. Smith
- ✓ Print Name of Notary: Lisa D. Smith
- ✓ Notary Public for South Carolina
- ✓ My Commission Expires: 03/28/2028

SEAL OF NOTARY

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**EXCLUSIVE STORMWATER  
DRAINAGE EASEMENTS AGREEMENT  
(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between WEST ASHLEY IL-AL INVESTORS LLC, a Virginia limited liability company ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

**RECITALS**

WHEREAS, subject to the City's ordinances and the Warranty Bond Agreement (the "Bond Agreement") executed by the parties simultaneously herewith, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B and shown on the plat referenced therein (the "Plat"), which Exhibit B is attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1. Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.

2. Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, and the Bond Agreement, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.

3. Access. The City shall at all times have a nonexclusive easement for access, ingress, and egress to the Easement Areas pursuant to the "New Variable Width Access Easement" depicted on the Plat for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.

4. Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. Destruction. The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.

6. Encroachment Agreement. Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.

7. Title. Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments

8. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless

specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.

10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.

11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.

13. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**







**EXHIBIT A**

[LEGAL DESCRIPTION OF GRANTOR PROPERTY]

ALL of that certain piece, parcel and tract of land, situate lying and being in the City of Charleston, Charleston County, containing 6.08 acres, more or less, and shown and designated as "PARCEL 1" on a plat entitled "SUBDIVISION PLAT CREATING PARCEL 1 CONTAINING 6.08 ACRES OF RESIDUAL TRACT C OWNED BY ESSEX FARMS, LLC, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Nancy Frasure Schwacke of Bowman Consulting Group Ltd., (SCPLS No. 26955), dated April 11, 2016, last revised on the date shown thereon and recorded on April 13, 2016, under Book L16 at Page 0170 in the ROD Office for Charleston County, South Carolina. Said pieces, parcels, lots, or tracts of land having such size, shape, dimensions, buttings and boundings as will by reference to the said plat more fully appear.

TMS No. 309-00-00-470

This being the same property conveyed to WEST ASHLEY IL-AL INVESTORS, LLC, a Virginia limited liability company, by deed of ESSEX FARMS, LLC, a South Carolina limited liability company, dated June 1, 2016 and recorded in the Charleston County Register of Deeds Office in Book 0557 at Page 966 on June 2, 2016.

**EXHIBIT B**

[DESCRIPTION OF EASEMENT AREAS]

All those certain drainage easements of various widths being shown and labeled "CCDE," "COC DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "SUBDIVISION PLAT CREATING SKYE ROAD CONTAINING 1.11 ACRES OF RESIDUAL TRACT C OWNED BY ESSEX FARMS, LLC AND SKYE ROAD CONTAINING 0.03 ACRES OF COMMON AREA, CAROLINA BAY PROPERTY OWNERS ASSOCIATION, INC, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by N. Deedee Fraser of Bowman Consulting Group LTD (SCPLS No. 26955), dated June 5, 2018, last revised on the date shown thereon, and recorded on \_\_\_\_\_, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is made for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by ESSEX FARMS, LLC to CITY OF CHARLESTON on \_\_\_\_\_
3. Check one of the following: The deed is
  - (A) \_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C)  exempt from the deed recording fee because (See Information section of affidavit): Exemption #1, No Consideration Paid (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES or NO\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as \_\_\_\_\_
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

\_\_\_\_\_  
Responsible Person Connected with the Transaction

\_\_\_\_\_  
Print or Type Name Here

Sworn this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public for  
My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_\_



STORM RECORD DRAWING OF  
 THE CROSSINGS AT WEST ASHLEY  
 TMS #309-00-003 & 309-00-470  
 CITY OF CHARLESTON  
 CHARLESTON COUNTY, SOUTH CAROLINA  
 DATE: JULY 1, 2018

<b>Bowman</b>	
1235 W. BROADWAY, SUITE 200 CHARLESTON, SOUTH CAROLINA 29401 TEL: 803.799.1100 WWW.BOWMANINC.COM	PROJECT NO. 309-00-003 & 309-00-470 SHEET 7 OF 7



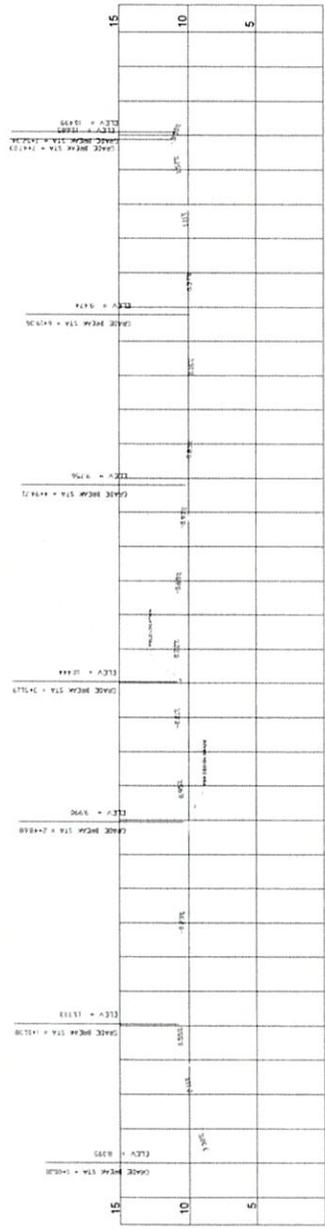
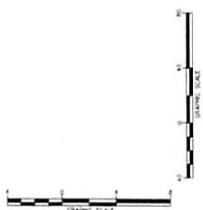
**ADVANCED COPY**

THIS DRAWING IS THE PROPERTY OF BOWMAN ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOWMAN ENGINEERING, INC. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

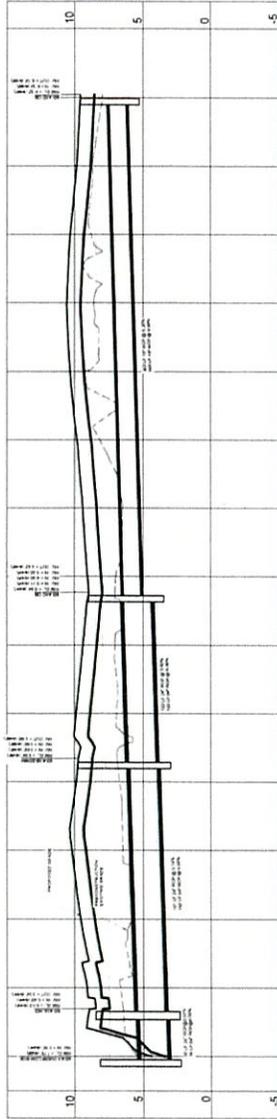
DATE: JULY 1, 2018

**DRAFT**

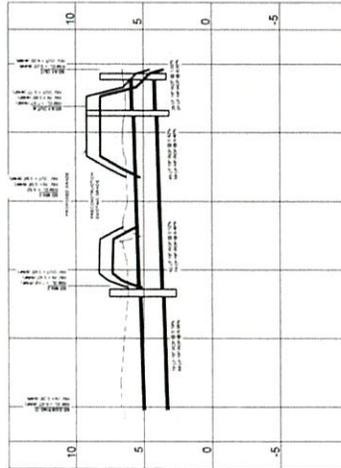
THIS DRAWING IS THE PROPERTY OF BOWMAN ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOWMAN ENGINEERING, INC. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.



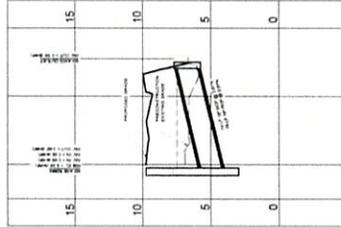
SKYE ROAD PROFILE VIEW  
 HORIZONTAL SCALE: 1"=60'  
 VERTICAL SCALE: 1"=6'



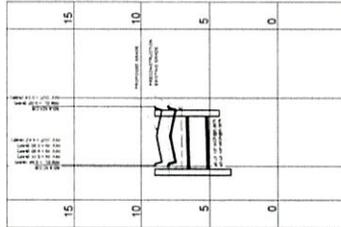
STORM - A1 (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



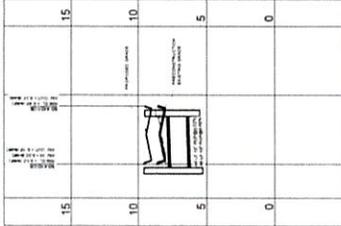
STORM - A1 OUT (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



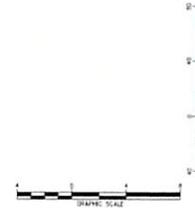
STORM - A1B (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



STORM - A1C (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



STORM - A1D (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



NOT SHOWING MH-1 ADDITION

STORM RECORD DRAWING OF  
SKYE ROAD AND DRAINAGE  
THE CROSSINGS AT WEST ASHLEY  
THIS #209-00-00-003 & 209-00-00-470  
CITY OF CHARLESTON, SOUTH CAROLINA  
CHARLESTON COUNTY, SOUTH CAROLINA  
DATE: MAY 17, 2016

**Bowman**  
Professional Engineer  
No. 10000  
Charleston, SC 29405  
Phone: 803.733.1111  
Fax: 803.733.1112  
www.bowman-engineers.com



**ADVANCED COPY**

ENGINEER'S STATEMENT  
I HEREBY STATE AND AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM THE DESIGNER OF THE WORK SHOWN ON THIS DRAWING AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF SOUTH CAROLINA. I HAVE NOT BEEN DEBARRED OR SUSPENDED FROM PRACTICING AS AN ENGINEER IN THE STATE OF SOUTH CAROLINA.

JAMES B. ROBINSON, P.E.  
U.S. REGISTERED PROFESSIONAL ENGINEER #10000

**DRAWN COPY**

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DATE: 05/17/2016

L2(a)(ii).



*City of Charleston*  
*South Carolina*

*Department of Stormwater Management*

WILLIAM S. COGSWELL, JR.  
Mayor

MATTHEW FOUNTAIN, PE, PG  
Director

October 24, 2025

JuLeigh Fleming, PE  
District Permit Engineer  
South Carolina Department of Transportation  
6355 Fain Street, North Charleston, SC 29406

Re: City of Charleston Maintenance Agreement – Dupont-Wappoo Drainage Improvements Project

Dear Ms. Fleming:

On behalf of the City of Charleston, this letter serves as formal confirmation that the City agrees to assume full maintenance responsibility for the ongoing maintenance of all stormwater infrastructure in conjunction with the "Infrastructure Improvements for Project Area #1 in the Dupont-Wappoo Watershed" project. The work will be constructed in accordance with applicable SCDOT standard specifications and will be completed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current SCDOT standards. This commitment includes the following stormwater infrastructure components located on the east of the Orleans Road (S-10-1373) right-of-way, as shown on the approved construction plans:

1. Type 16 Curb Inlet, typ. of 1
2. Standard Type 9 Junction Box, typ. of 6
3. Modified Type 9 Junction Box (ditch installation) and concrete sidewalk flume, typ. of 4
4. 24" inlet, typ. of 5
5. 6'x10' Junction Box, typ. of 1
6. Approximately 435 LF of 24" RCP pipe
7. Approximately 530 LF of 18" RCP pipe

Should you have any questions or require further documentation, please do not hesitate to contact our office.

Sincerely,

Matthew Fountain, PE PG  
City of Charleston, Director of Stormwater Management

L2(b)(ii).



Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND SECTION 27-29 OF THE CODE OF THE CITY OF CHARLESTON TO MODIFY STORMWATER MANAGEMENT STANDARDS AND EXEMPTIONS FOR REDEVELOPMENT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS IN CITY COUNCIL ASSEMBLED:

**Section 1.** Article I, Division 3, Section 27-29(a) of Chapter 27 in the Code of the City of Charleston is hereby amended by deleting the following stricken phrases and adding thereto the following underlined phrases, to state as follows:

“Sec. 27-29. - Stormwater management standards and exemptions for redevelopment.

(a) Other than projects with parcel areas less than one (1) acre or where more than eighty (80) percent of the existing building footprint shall remain undisturbed. ~~For redevelopment activities one~~ (1) of the following performance standards shall be implemented for the entire parcel in question as approved by the department of development services stormwater management:  
~~stormwater management~~

(1) Reduce the impervious cover on the site by at least twenty (20) percent, based on a comparison of existing impervious cover at the time of submittal of a construction activity application; or

(2) Achieve a ten-percent reduction in the ~~total~~ twenty-four (24) hour volume of runoff generated from the site by a two-year storm event. Runoff calculations shall be based on a comparison of existing site conditions at the time of submittal of a construction activity application to the post development site conditions. Confirm the post-development peak discharge rate does not exceed the pre-development peak discharge rate for the two-year storm event; or

(3) Reduce the post development peak discharge rates by ~~twenty (20)~~ ten (10) percent of the existing peak discharge rates at the time of submittal of a construction activity application for the ~~ten-year~~ ten-year and the twenty-five-year twenty-four-hour storm events based on a comparison of existing ground cover at the time of submittal of a construction activity application to post development site conditions. Confirm the twenty-four hour post-development volume does not exceed the pre-development volume for the ten-year and the twenty-five-year twenty-four-hour storm events.

...”

**Section 2.**

This ordinance shall become effective immediately upon ratification.

Ratified in City Council this \_\_\_ day of \_\_\_\_\_ in  
the Year of Our Lord, 2025 in the \_\_\_\_\_ Year of  
the Independence of the United States of America.

By: \_\_\_\_\_  
William S. Cogswell, Jr.  
Mayor, City of Charleston

ATTEST: \_\_\_\_\_  
Jennifer Cook  
Clerk of Council

L2(d)(i).

**Dominion Energy South Carolina, Inc  
OTHER WORK IN PROGRESS (OWIP) AGREEMENT  
Estimate Authorization**

Project Title: 56 State Street Overhead to Underground Conv.  
Project Coordinator: Steve Morillo

OWIP No.: SEGRE.023120  
Estimate Prepared by: Andre McKenzie

Dominion Energy South Carolina, Inc (Company) agrees to perform the work described on this form for The City of Charleston (Customer) on the condition that the *Customer hereby agrees to the terms of this Agreement and agrees to pay the actual full project cost, (less agreed upon nonstandard service funds delineated below), based on a normal construction schedule, with reasonable and customary permit conditions.* Any significant changes in work scope that will affect cost will be handled via a change order, signed by Customer and Company. Any future relocation of these new facilities required by a City, State, or Federal entity that are located within the public road right-of-way will be at the expense of the Customer or third parties but will not be the responsibility of DE. Where this Agreement covers work by the Company at the Customer's request, the Customer agrees to hold the Company harmless, to the extent allowed by law, from any damage resulting from such work unless the Customer notifies the Company immediately upon completion of the job of such alleged faulty work.

**Description:** The Company will install underground distribution cable and associated duct bank material in the right-of-way of Cumberland Street and State Street to convert its overhead infrastructure underground as required to accommodate construction at 56 State Street. Work is detailed on Company drawing, D-85031. This estimate includes the installation of new duct bank in Cumberland Street, from approximately 50 feet west of E. Bay Street to approximately 40 feet west of State Street. Work in Cumberland Street includes the installation of two (2) DE manholes and multiple handholes to establish points of service for customers impacted by this conversion. This estimate does not include any work to convert existing customers' service underground, or the conversion of communication companies' overhead infrastructure attached to Dominion's poles. Approximately 60 feet of primary electric duct bank will be installed in State Street as seen on the Company's drawing. This estimate is based on a normal construction schedule and route as shown, with reasonable and customary permit conditions. Customer will be responsible for providing rights-of-way for facilities located on private property. For installed locations where roads or property are owned and/or controlled by the City of Charleston or other entities, Customer shall issue a satisfactory permit that grants Company the right to place the referenced facilities on the City of Charleston property and includes language that does not make Company liable for future relocation costs.

**Location of Project:**

County: Charleston County      Tax District: 1071 CH      City: City of Charleston

**Ownership of Completed Facilities:** Company Owned

**Estimated Cost:**

Material (Net Salvage)	\$1,212,686
Stores Overhead	\$39,709
Labor	\$493,162
Labor Overhead	\$17,781
Transportation	\$16,622
Admin Overhead	\$173,886
<hr/> Sub Total	<hr/> \$1,956,846
<hr/> Total Estimated Cost	<hr/> \$1,953,846
50% Estimated Cost	\$976,923

Customer to Pay Based on: Actual Cost:   X        Estimated Cost: \_\_\_\_\_

DOMINION ENERGY SOUTH CAROLINA, INC.  
"OWIP Agreement"  
56 State Street

**Agreement:**

Dominion Energy South Carolina, Inc agrees to perform the work described on this form for The City of Charleston. Where this agreement covers work by the Company at the Customer's request on the Customer's premises or equipment, the Customer agrees to hold the Company harmless, to extent allowed by law, from any damage resulting from such work. Customer hereby agrees to pay 50 percent of the actual project cost at the end of the project per the NSSF clause of the franchise agreement with the City of Charleston.

The customer agrees to all terms in the description of OWIP Agreement SEGRE.023120.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Company: Dominion Energy South Carolina Inc.  
Name: Brandon Ashley  
Signature: \_\_\_\_\_  
Title: VP- Transmission and Delivery  
Estimate Prepared By: Andre McKenzie  
Project Coordinator: Steven Morillo

Customer: The City of Charleston  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Bill To: The City of Charleston  
Address: 116 Meeting St.  
Charleston, SC 29401

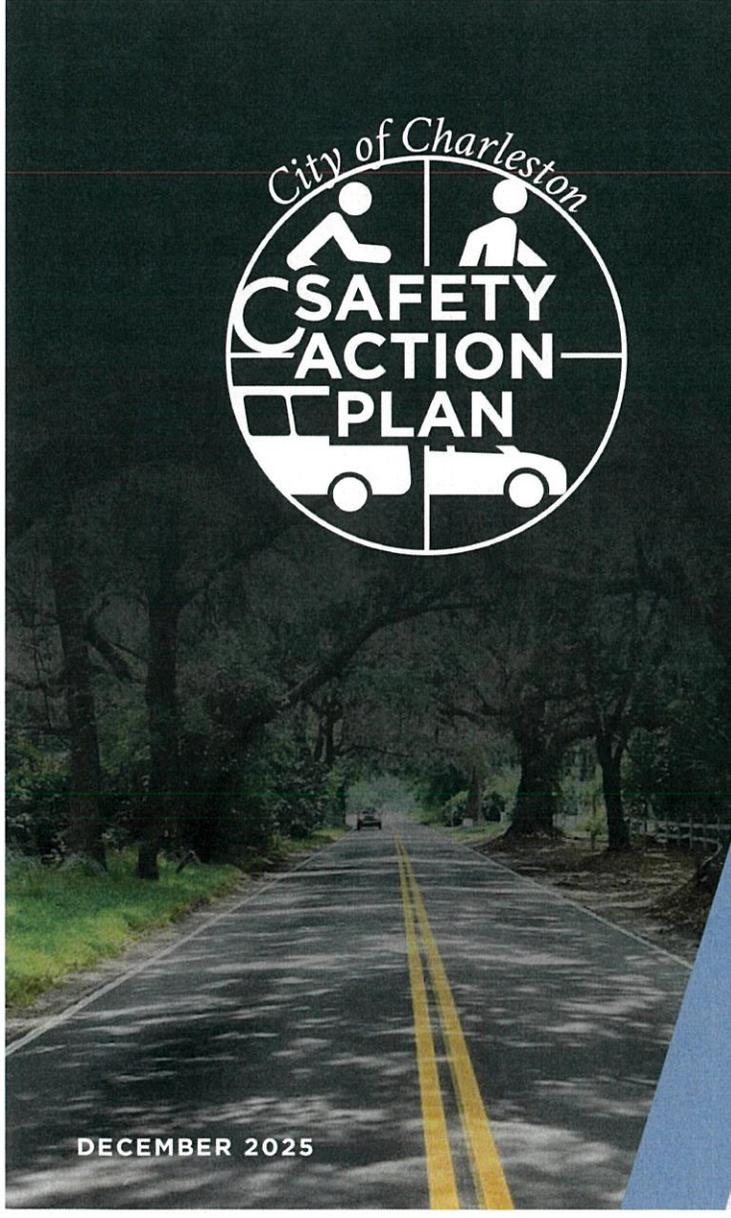
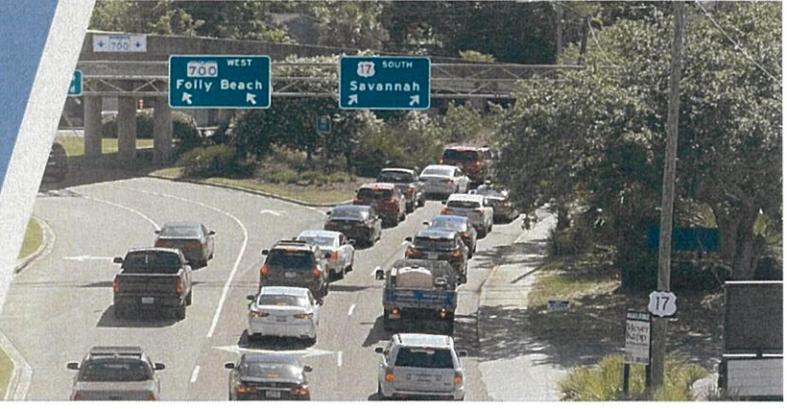
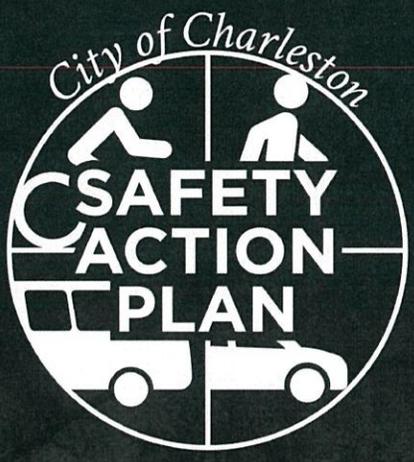
**ROUTE TO APPROPRIATE ENTITY ACCOUNTING DEPARTMENT**

**DISTRIBUTION:**

Customer  
Secretarial Dept.  
Appropriate Entity Accounting Dept.  
Project Coordinator  
Estimator

**ADDITIONAL COPIES TO:**

Jason Watkins



DECEMBER 2025



# INTRODUCTION

Founded in 1670, the City of Charleston is among the oldest cities in America and maintains this historic character through its nationally renowned landmarks and attractions; charming neighborhoods and parks; and thoughtful architecture and design. Though the City’s core identity remains unchanged, the region continues to experience rapid population growth and an expansive tourism industry that strains the broader transportation network and introduces increased safety risks. From January 2018 through December 2023, Charleston County experienced the most fatal and serious injury crashes statewide and ranked second among South Carolina’s 46 counties in terms of non-motorist-involved fatal and serious injury crash rate based on data from the South Carolina Department of Transportation (SCDOT).

## STUDY AREA

The City of Charleston is located in Charleston County, South Carolina and is centered on the eight-square-mile peninsula formed by the confluence of the Ashley and Cooper rivers at the Charleston Harbor. Since its founding more than 350 years ago, the City has expanded outward to encompass a total area of approximately 120 square miles across five distinct context areas:

- **The Charleston Peninsula**, which includes the historic neighborhoods near its southern terminus and “the Neck” area that connects the City to the mainland via the City of North Charleston
- **West Ashley**, located west of the Charleston Peninsula and flanked by the Stono River and Ashley River
- **Daniel Island**, located north of the Charleston Peninsula and bound by the Cooper and Wando rivers
- **James Island**, located south of the Charleston Peninsula and bound by the Stono River, Charleston Harbor, and Atlantic Ocean marshlands
- **Johns Island**, which is South Carolina’s largest island, located west of James Island and south of West Ashley

Each context area offers their own set of constraints and opportunities. This plan was developed to serve the needs of each community in Charleston. As shown in the vicinity map in **Figure 1**, the City shares its borders with the municipalities of the City of North Charleston, Town of James Island, and Town of Mount Pleasant along with unincorporated areas of Charleston and Berkeley counties.

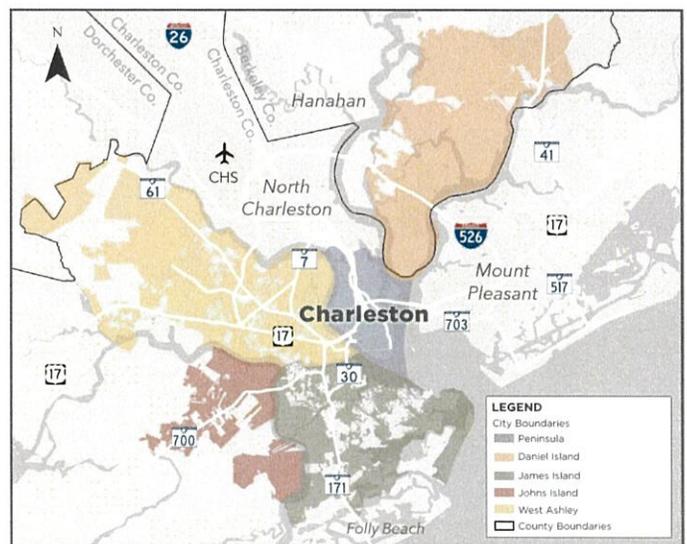


Figure 1: Study Area Map



## BACKGROUND

### Safety in Charleston

Between January 2018 and December 2023, more than 100 fatal and 450 serious injury crashes occurred within Charleston’s city limits, approximately 30% of which involved non-motorists. Though crash frequency varies year-to-year, as shown in **Figure 2**, the number of crashes resulting in fatalities or injuries has remained largely consistent, declining by just 1% over this period. The City of Charleston faces special challenges in addressing these trends, as the area is home to a growing number of young families but also serves as a year-round destination for tourists, a place for retirees, and a major Atlantic port city—all while the City grapples with the conflicting demands of maintaining its historic character, managing growth, and building resiliency against climate change. These factors combine to create an ideal opportunity for the City to develop a comprehensive Safety Action Plan (SAP) to guide investments in citywide safety.

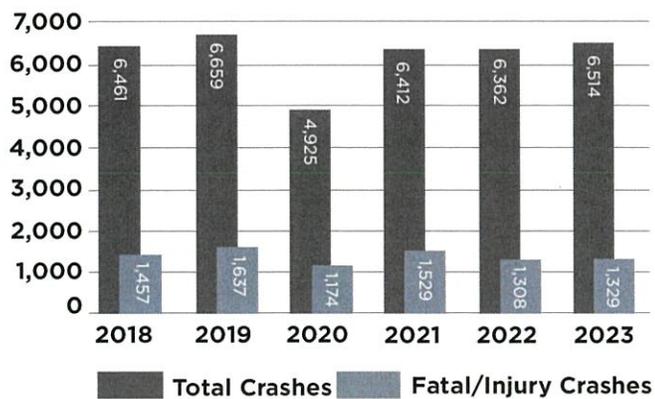


Figure 2: City of Charleston Crash History (2018-2023)

### Safety Across the Region

This plan strives to develop a comprehensive set of strategies and projects geared towards substantially eliminating fatalities and serious injuries for all road users who live in, work in, and visit the City of Charleston daily. Along with previous and parallel efforts, including the 2018 *Citywide Transportation Plan (CTP)*; 2022 *SCDOT Pedestrian and Bicycle Safety Action Plan (PBSAP)*; 2023 *Mount Pleasant Safety Action Plan*; ongoing SCDOT Road Safety Audits (RSAs); and forthcoming plans by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) and adjacent municipalities; the City’s SAP represents a critical contribution to the growing body of safety work occurring across the region. These parallel efforts are shown in **Figure 3** alongside existing fatal and serious injury crash history to underscore that safety gaps still exist across the City’s network of streets. The success of this plan hinges on learning from and building upon this previous work while collaborating with neighboring jurisdictions to create a roadmap for the City that fits cohesively within the region.

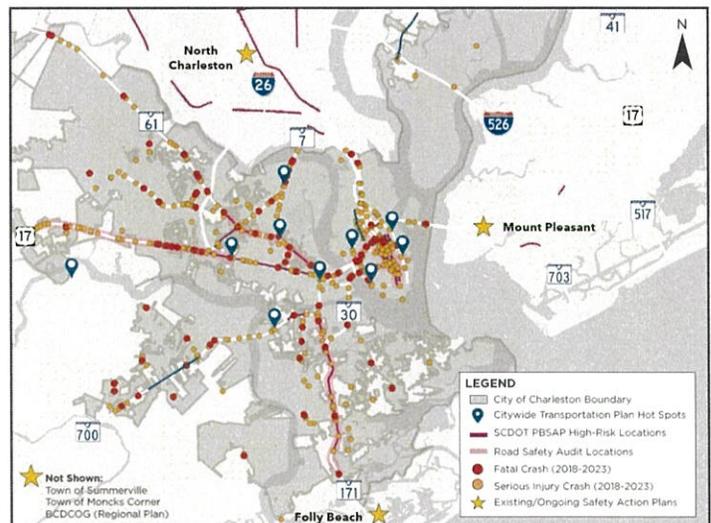


Figure 3: Existing Crash History, Studies, and Plans



## Charleston's Safety Challenges: By the Numbers

The City of Charleston faces challenges in addressing issues, needs, and opportunities related to transportation safety, particularly for the system's most vulnerable road users. This group includes non-motorists, as well as road users who are tourists, older individuals, younger individuals, and those living in underserved communities. These populations face the greatest obstacles, and each are overrepresented locally. The statistics below underscore the need for targeted investments that align with the goals and objectives of funding opportunities provided through United States Department of Transportation's (USDOT's) Safe Streets and Roads for All (SS4A) program. **Between January 2018 and December 2023, there were...**



**Vulnerable Road Users.** Pedestrians, cyclists, and motorcyclists are up to **20** times more likely to be injured or killed than those traveling in motor vehicles when involved in a crash.



**Underserved Communities.** Approximately **51,000** individuals live in a Census Tract classified as underserved per the USDOT.



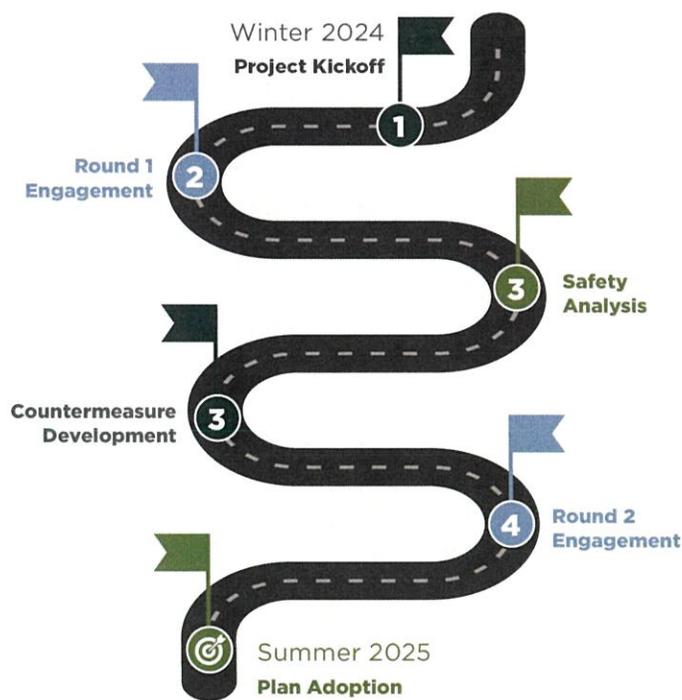
**Aging Population.** The proportion of the City's population aged 55 and older has increased at three times the rate of other age groups since 2013, comprising **30%** of the City's population based on recent data from the Census Bureau.



**Non-Residents.** Mobile location data from spring 2023 indicates that up to **140,000** trips are made daily within the City of Charleston by non-residents.

## THE SAFETY ACTION PLAN PROCESS

Charleston's plan for addressing critical safety needs was developed and will be implemented based on the guiding principles of the USDOT SS4A program. These principles include comprehensive crash analysis, system monitoring, consultation with a multidisciplinary team of technical and non-technical stakeholders, and engagement with the public. The SAP process is outlined below along with key milestones.





## TARGET ZERO COMMITMENT

This plan is the first step in advancing a broader vision for safety within the City of Charleston. The City aligned this vision with the SCDOT's *Strategic Highway Safety Plan* (SHSP) and SAPs already adopted by other communities in the tri-county region. Adopted in October 2025, the Target Zero resolution commits to reducing traffic-related fatalities and serious injuries on public roadways by 20% by 2035 and substantially eliminate all such crashes by 2050. Benchmarked against the City's observed crash history between January 2018 and December 2023—averaging nearly 20 fatal crashes and 80 serious injury crashes per year—these targets aim to save at least 4 lives and eliminate at least 16 serious injuries annually within the next 10 years.

A Safety Technical Advisory Committee (STAC) comprised of planners, engineers, first responders, policy makers, and community advocates was formed to develop and implement this plan and will serve as the basis for a Target Zero Task Force (TZTF) responsible for progressing the objectives of the City's resolution. However, the City's ambitions for sustained improvements in traffic safety extend beyond the TZTF and the proposed countermeasures included in **Appendix A** and will only be realized if a "target zero" mindset is broadly adopted by community leaders and citizens alike.

### USDOT's 7 Components of an Action Plan

The City's SAP is rooted in USDOT's 7 Components of an Action Plan, which aims to define a consistent, holistic strategy for addressing roadway fatalities and serious injuries nationwide. These guiding components are listed below, and applicable components are highlighted at the beginning of each chapter in this document. A checklist is also included in **Appendix B**, highlighting how the City's plan addresses each item.

1. Leadership Commitment and Goal Setting
2. Planning Structure
3. Safety Analysis
4. Engagement and Collaboration
5. Policy and Process Changes
6. Strategy and Project Selections
7. Progress and Transparency



City of Charleston

WILLIAM S. COGSWELL, JR.  
MAYOR

Fellow Charlestonians,

On average, nearly 100 people are killed or seriously injured on the City's roadways each year. City leadership understands our responsibility to provide safe transportation in all transit modes and recognizes that even one deadly crash is too many.

To address this responsibility, we have joined cities across the world in adopting a Target Zero resolution to substantially eliminate all traffic fatalities and serious injuries by the year 2050. Within this Safety Action Plan, you will find an evidence-based, systematic approach to advancing Target Zero that prioritizes areas with the highest incident rates of severe crashes. Together, with a robust stakeholder and public engagement strategy, a series of near-term, lower-cost, high-benefit projects were identified in this plan to address the City's most pressing safety needs. These projects represent an inflection point in how we plan for safety across the City and the surrounding region.

Our commitment to safety does not stop when this list of projects is complete. At the core of Target Zero is the Safe System Approach, a change in the way we plan and design our transportation system that builds in resilience through safer people, roads, vehicles, speeds, and improved post-crash care. This Action Plan integrates the pillars of the Safe System Approach and focuses on the continuous engineering (safer roads), education (safer people), enforcement (safer speeds), and evaluation (improved post-crash care) policies and processes that we will implement and refine into our future.

City, regional, and state agencies, organizations, advocacy groups, and citizens like you played a part in the creation of this Action Plan, but our work does not stop here. Together, we can guide future decisions to reach our Target Zero goals.

Sincerely,

William S. Cogswell, Jr.  
Mayor, City of Charleston

P.O. Box 652, CHARLESTON, SOUTH CAROLINA 29402  
843-724-3737 COGSWELL@CHARLESTON-SC.GOV

USDOT ACTION PLAN KEY COMPONENT:  
1. Leadership Commitment and Goal Setting



L3(d).

Maintenance Agreement & Contract  
Between the  
South Carolina Department of Transportation,  
the City of Charleston,  
And the Charleston Area Regional Transportation Authority

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT"), the City of Charleston (hereinafter referred to as "City"), and the Charleston Area Regional Transportation Authority (hereinafter referred to as "CARTA") (collectively "the Parties") for the below described Project.

WITNESSETH THAT:

WHEREAS, Charleston County has undertaken the Old Town District Improvements Project (hereinafter referred to as "Project"); and

WHEREAS, the Project will incorporate improvements and enhancements that do not fall within SCDOT's normal maintenance standards; and

WHEREAS, SCDOT, City, and CARTA want to enter into this Agreement to grant a continuous license to City and CARTA to enter SCDOT's right-of-way to conduct maintenance of the non-standard improvements and enhancements associated with the Project in Charleston County; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, City is a body corporate and political with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out their respective functions covered under this Agreement; and

WHEREAS, CARTA is an authority created pursuant to S.C. Code Section 58-25-30, *et seq.*, and has all the powers and duties of such including the power to contract as a necessary and incidental power to carry out its respective functions covered under this Agreement; and

WHEREAS, City and CARTA have agreed to undertake maintenance responsibilities for the non-standard improvements and enhancements described herein;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT, City, and CARTA do hereby agree as follows:

**I. PROJECT DESCRIPTION:**

This Agreement is for the maintenance of enhancements and special features incorporated into Old Towne District Improvements Project to include: landscaping, irrigation, mast arms, brick stamped crosswalks, the shared-use path within the new right-of-way, and bus stop shelters and items naturally associated with the bus shelters. The scope of this Agreement covers Sam Rittenberg Blvd. (SC 7) from Dickens Street to Gamecock Avenue, Old Towne Road (SC 171) from Donahue Drive to Sam Rittenberg Blvd., and the new right-of-way obtained between Sam Rittenberg Blvd. and Orange Grove Road (S 726).

Mast arm maintenance includes maintaining the cross arm, signal support, and related equipment. Mast arm maintenance will follow SCDOT's "Engineering Directive Memorandum Number 33," SCDOT's "Mast Arm Specifications," and any amendments or modifications thereto, all incorporated herein by reference. This memorandum may be found at: <http://info2.scdot.org/ED/ED/ED-33.pdf>.

This Agreement shall not impose any additional signal maintenance responsibilities on City, nor shall it modify any existing signal maintenance agreements between the Parties.

Maintenance is defined as the preservation of the functionality and appearance of the improvements and enhancements.

EXHIBIT "A," attached hereto and specifically made a part of this Agreement, represents additional Project details and a map depicting the Project area.

**II. PERIOD OF PERFORMANCE:**

The effective date of this Agreement is the date of execution by the Parties hereto. This Agreement will remain in effect unless terminated pursuant to Section VIII. f.: Termination.

**III. SCDOT WILL:**

- a. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- b. Assist City and CARTA in the preparation and securing of appropriate Encroachment Permits.
- c. Grant to City and CARTA licenses to enter onto SCDOT right-of-way at the areas identified by the Encroachment Permits. The purpose of these licenses to enter is limited to routine maintenance to the improvements and enhancements identified herein. Such entry will be limited to the scope of work identified in the Encroachment Permits. No additional encroachment beyond that contemplated by the original Encroachment Permits is allowed. If additional maintenance, enhancement, or beautification efforts, different from the original scope of work identified in the Encroachment Permits, is requested, the requestor will be required to submit a new

Encroachment Permit identifying the new scope of work. Entry onto SCDOT right-of-way pursuant to this Agreement requires notice to SCDOT.

IV. CITY WILL:

- a. Accept responsibility for the maintenance of the mast arms, landscaping, irrigation, brick stamped crosswalks, and the shared use path installed as part of the Project.
- b. Secure appropriate Encroachment Permits outlining any maintenance efforts on SCDOT rights-of-way that may include any special or non-standard features, such as the above identified improvements and enhancements, which may be incorporated into the Project. Encroachment Permits shall be obtained after the Project is complete and before incorporation into the state system, if not already included in the state system.
- c. Post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by SCDOT along SCDOT right-of-way prior to and during the performance of any maintenance efforts.
- d. Within the limitations of the South Carolina Tort Claims Act (S.C. Code Sections 15-78-10 *et seq.* (as amended)), City will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on City's part, or the part of any employee or agent of City in performance of the work undertaken under this Agreement.
  1. Pursuant to S.C. Code Section 57-5-140 (2006), SCDOT shall not be liable for damages to property or injury to persons, as otherwise provided for in the South Carolina Tort Claims Act, as a consequence of any negligence by City in performance of maintenance work by City.
- e. Insert an indemnification clause into all contracts with contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless City, CARTA, the State of South Carolina, and SCDOT from any liability, claims, or damages which may arise from the performance of work on or within SCDOT right-of-way.

V. CARTA WILL:

- a. Accept maintenance responsibilities for all bus stop shelters and associated appurtenances installed as part of the Project.
- b. Secure appropriate Encroachment Permits outlining any maintenance efforts on SCDOT rights-of-way that may include any special or non-standard features, such as the above identified improvements and enhancements, which may be incorporated into the Project. Encroachment Permits shall be obtained after the Project is complete and before incorporation into the state system, if not already included in the state system.

- c. Post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by SCDOT along SCDOT right-of-way prior to and during the performance of any maintenance efforts.
- d. Within the limitations of the South Carolina Tort Claims Act (S.C. Code Sections 15-78-10 *et seq.* (as amended)), CARTA will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on CARTA's part, or the part of any employee or agent of CARTA in performance of the work undertaken under this Agreement.
- e. Insert an indemnification clause into all contracts with contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless CARTA, City, the State of South Carolina, and SCDOT from any liability, claims, or damages which may arise from the performance of work on or within SCDOT right-of-way.

#### VI. FUNDING:

- a. City and CARTA are responsible for funding their respective maintenance obligations imposed on them by this Agreement. SCDOT will not fund these maintenance activities.

#### VII. GENERAL:

- a. DISPUTES. All claims or disputes shall be filed with the SCDOT District Engineering Administrator. All Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the District Engineering Administrator, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for all Parties.
- b. NOTICES. All notices and other correspondence will be officially delivered as follows:

- 1. As to SCDOT:  
South Carolina Department of Transportation  
SCDOT – District 6  
Charleston County Resident Maintenance Engineer  
2401 Maintenance Way  
North Charleston, SC 29406

- 2. As to City of Charleston:  
City of Charleston  
Traffic and Transportation  
180 Lockwood Blvd, Suite C  
Charleston, SC 29403

Mayor  
80 Broad Street  
Charleston, SC 29401

Office of Corporation Counsel  
50 Broad Street  
Charleston, SC 29401

3. As to CARTA:

Ronald E. Mitchum, Executive Director  
5790 Casper Padgett Way  
North Charleston, SC 29406

- c. COMPLIANCE WITH LAWS. The Parties hereto agree to conform to all of the SCDOT, State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- d. AMENDMENTS. City and CARTA, or their authorized agents, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, and amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by all Parties hereto.
- e. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- f. TERMINATION. This Agreement may be terminated with regards to the defaulting Party in the event of substantial failure by any Party. In the event of Termination by SCDOT for failure to properly maintain the improvements and enhancements incorporated into this Project, the defaulting Party shall be responsible for any cost associated with SCDOT performing the required maintenance or removing the special features of nonstandard improvements and enhancements from SCDOT's right-of-way.

Maintenance obligations for an identified item will cease upon that item's removal upon mutual agreement of the Parties.

- g. FUTURE CONSTRUCTION PROJECTS. City and CARTA acknowledge SCDOT's resurfacing program and other construction programs do not account for the cost of protecting or replacing improvements and enhancements. These costs are the sole responsibility of City and CARTA. SCDOT will notify City and CARTA, as may be

needed, prior to resurfacing or construction and provide a time period for the respective Party to provide the additional funding for one of the following:

1. The additional cost to protect the improvements and enhancements; or
2. The cost for SCDOT to replace the improvements and enhancements.

Failure of City or CARTA to provide the additional funding within the time period specified by SCDOT will result in SCDOT's milling and resurfacing the improvements and enhancements or removing the improvements and enhancements. City and CARTA may replace the improvements and enhancements at their own expense after resurfacing or construction by obtaining necessary Encroachment Permits from SCDOT after resurfacing is complete.

#### VII. SUCCESSORS AND ASSIGNS.

- a. SCDOT, City, and CARTA each bind themselves, their respective successors, executors, administrators, and assigns to the others with respect to these requirements, and also agree that no Party shall assign, sublet, or transfer their respective interest in the Agreement without the written consent of the other Parties.
- b. This Agreement is made and entered into for the sole protection and benefit of SCDOT, City, CARTA, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement.

#### VIII. EXECUTION IN COUNTERPARTS.

- a. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

#### IX. ENTIRE AGREEMENT.

- a. This Agreement with attached Exhibit(s) and/or Certification constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

*[Signature Blocks on Next Page]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

CITY OF CHARLESTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

CHARLESTON AREA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

CS-JLL  
Witness

By: John D. Brylston  
Deputy Secretary for Engineering or  
Designee

RECOMMENDED:

By: \_\_\_\_\_  
Deputy Secretary for Finance & Administration or  
Designee

REVIEWED

AMU  
JPB  
By: MICHAEL FULMER [Signature]

Title: RPG-1 PROJECT MAWASER

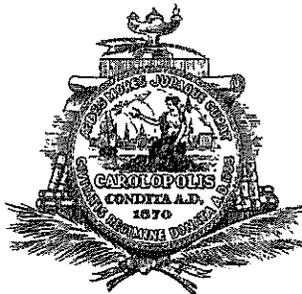
EXHIBIT A

**LEGEND**

-  EXISTING RIGHT-OF-WAY
-  EXISTING PROPERTY
-  EXISTING PROPERTY
-  PROPOSED ROADWAY
-  PROPOSED SIDEWALK
-  PROPOSED GREEN SPACE
-  PROPOSED CROSSWALK
-  EXISTING CROSSWALK
-  NEW RIGHT-OF-WAY
-  PROPOSED CONCRETE MEDIAN

SCALE: 1" = 75'





Ratification Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 0 FOLLY ROAD (JAMES ISLAND) (APPROX. 3.12 AC) (TMS #4270000019) (COUNCIL DISTRICT 12), ANNEXED INTO THE CITY OF CHARLESTON 12/16/2025 (#2025-190), BE ZONED RURAL RESIDENTIAL (RR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY LEVI GRANTHAN, LLC.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

0 Folly Road (James Island) (Approx. 3.12 ac) (TMS #4270000019)

Section 2. That the said parcel of land described above shall be zoned Rural Residential (RR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord \_\_\_\_\_, in the \_\_\_\_\_ Year of Independence of the United States of America.

By: \_\_\_\_\_  
William S. Cogswell, Jr.  
Mayor, City of Charleston

Attest: \_\_\_\_\_  
Jennifer Cook  
Clerk of Council

# City of Charleston Zoning Map

Zoning

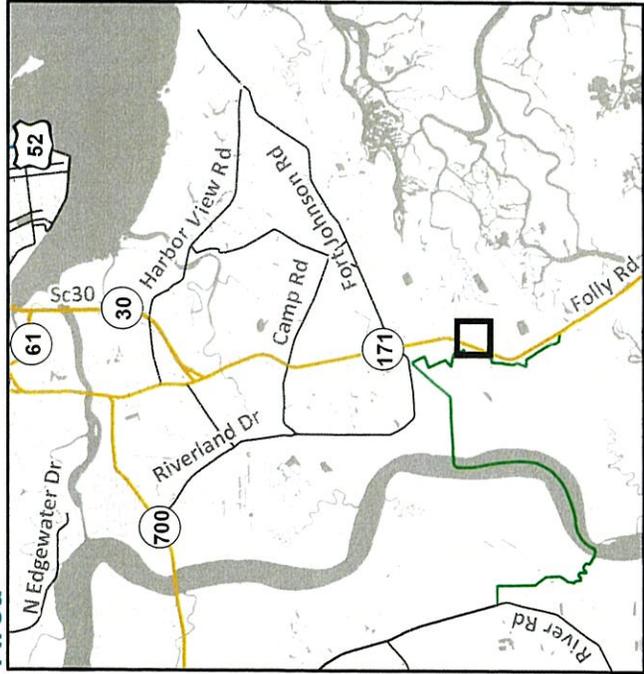
0 Folly Road

James Island | TMS# 4270000019 | Council District 12

Approx. 3.12 ac.

Request zoning Rural Residential (RR-1). Zoned Special Management District (S-3) in Charleston County.

Owner: Levi Granthan, LLC  
**Area**



**Department of Planning & Preservation**

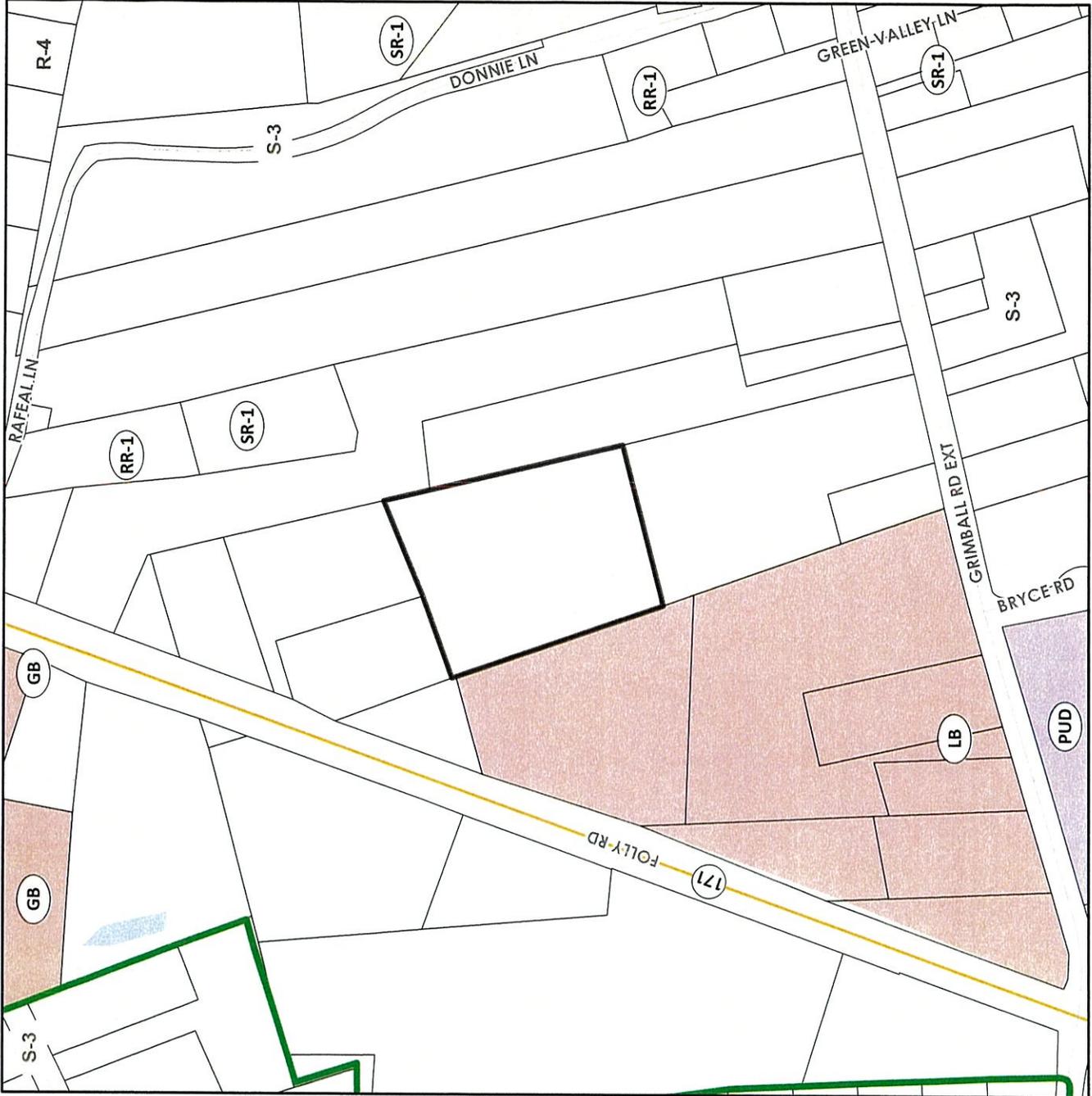
[www.charleston-sc.gov](http://www.charleston-sc.gov)

2 George St, Charleston, SC 29401

843.724.3765



Location





Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 993 & 995 MORRISON DR (PENINSULA) (APPROX. 6.43) (TMS #4611303101 & 46113030241) (COUNCIL DISTRICT 4), BE REZONED TO REMOVE THE TECH OVERLAY DISTRICT FROM THE PROPERTY'S CLASSIFICATION. THE PROPERTY IS OWNED BY CHARLESTON COUNTY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from in Tech Overlay District (TC) classification to not in Tech Overlay District ( ) classification.

Section 2. The property to be rezoned is described as follows:  
993 & 995 Morrison Dr (Peninsula) (Approx. 6.43) (TMS #4611303101 & 46113030241)

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord \_\_\_\_\_, in the \_\_\_\_ Year of Independence of the United States of America.

By: \_\_\_\_\_  
William S. Cogswell, Jr.  
Mayor, City of Charleston

Attest: \_\_\_\_\_  
Jennifer Cook  
Clerk of Council

# City of Charleston Zoning Map

## Rezoning

993 & 995 Morrison Dr

Peninsula | TMS# 4611303101 & 46113030241 |  
Council District 4

Approx. 6.43 ac.

Request to remove the Tech Overlay District

Owner: Charleston County

## Area



## Department of Planning & Preservation

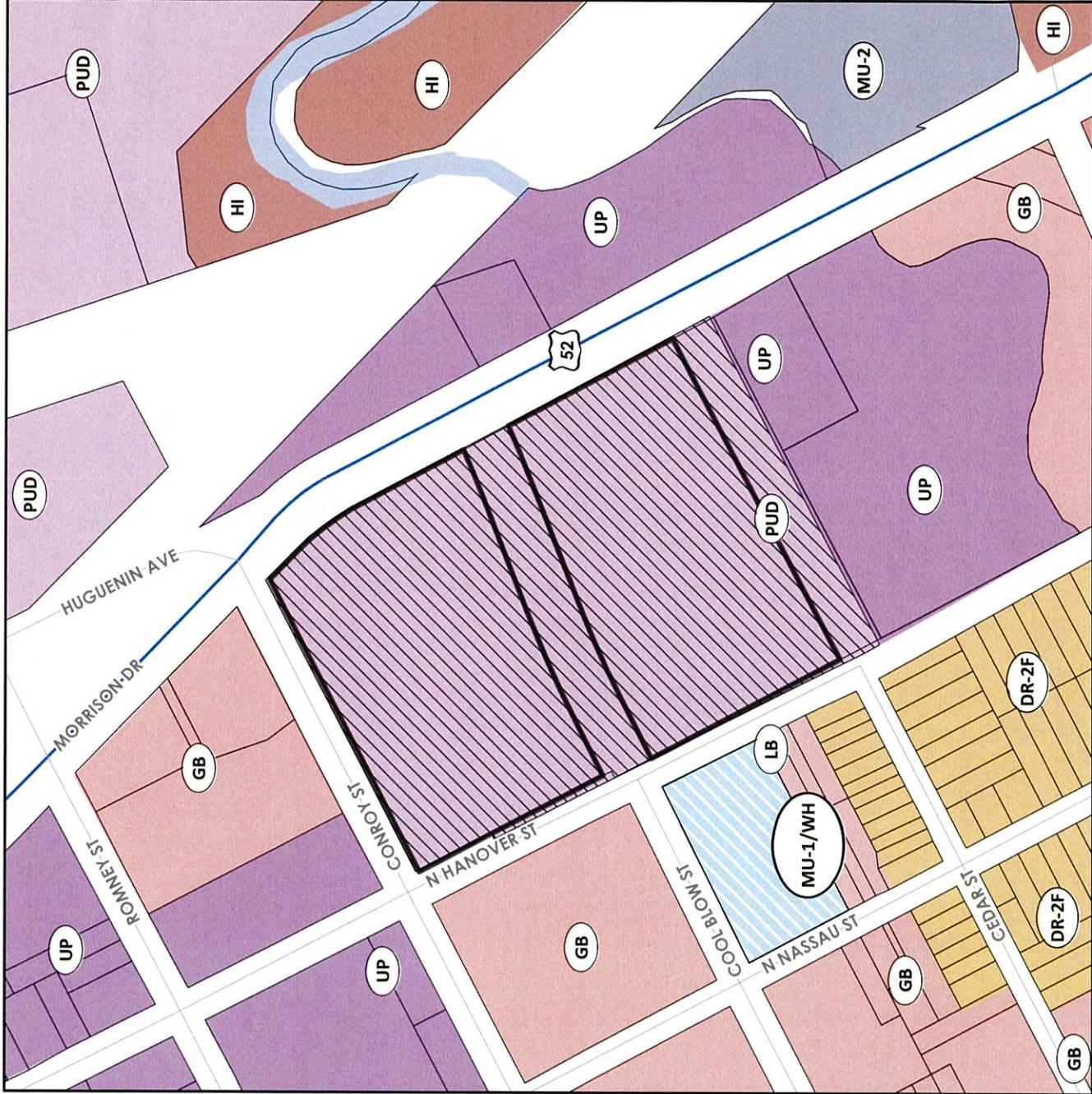
[www.charleston-sc.gov](http://www.charleston-sc.gov)

2 George St, Charleston, SC 29401

843.724.3765



## Location



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**Sec. 54-229.1. Tech Corridor, TC Overlay Zone.**

- a. Intent. The intent of the Tech Corridor "TC" overlay zone is to enable high technology and technology-related industries to anchor new development in the district. The City deems it necessary to provide additional protections to ensure these key properties are used predominately for tech office uses. Within this overlay zone, specific types of land uses are permitted only with the approval of a special exception and certain uses are specifically prohibited.
- b. Permitted uses. In any Tech Corridor overlay zoning district, land may be used and buildings or structures may be erected, altered or used for any purpose allowed by the underlying zoning district as listed in Article 2, Part 3, provided, however, any type of residential use and any type of retail use where the total area of a retail use, including storage and office areas associated therewith, exceeds 25,000 square feet, shall be permitted only by way of a special exception approved by the Board of Zoning Appeals-Zoning, where the Board, after review, finds that the residential or retail uses are clearly incidental and subordinate to the primary use of the property for technology-related industry, it being the intent that residential use and large format retail use only be permitted in the district as a minor, incidental and subordinate use on properties within the Tech Corridor overlay zone.
- c. Prohibited uses. In any Tech Corridor overlay zoning district, the following uses shall be prohibited: public warehousing, mini-warehouse, self-storage facilities.
- d. Building height. In any Tech Corridor overlay zoning district, no part of a building or structure, including elevator penthouses and mechanical penthouses, shall exceed the height of eighty-five (85) feet, nor shall the principal structure be lower than thirty (30) feet.

(Ord. No. 2014-37, § 2, 3-25-14; Ord. No. 2014-125, § 1, 9-23-14)

Editor's note(s)—Ord. No. 2014-37, § 2, adopted March 25, 2014, added provisions numbered as § 54-228. In order to avoid conflicts in section numbering the editor has renumbered these provisions as § 54-229.1.