

WILLIAM S. COGSWELL, JR
Mayor

*City of Charleston
South Carolina*

MANDI HERRING
Interim Section Chief -
Planning, Permitting, and
Engineering
ROBERT SOMERVILLE
Section Chief - Public Works

Chair: Keith Waring
Vice Chair: Boyd Gregg
Members: Michael Seekings, Kevin Shealy, Leslie Skardon

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on January 26, 2026 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

December 15, 2025

C. Request to Set a Public Hearing

None

D. Old Business

None

E. Acceptance and Dedication of Rights-of-Way and Easements

None

F. Temporary Encroachments Approved by The Department of Development Services (For information only)

1. **937 Fish Camp** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
2. **202 King St.** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
3. **15 State St.** – Installing blade sign encroaching into City right of way. This encroachment is temporary.
4. **115 Wentworth St.** – Installing awnings encroaching into City right of way. This encroachment is temporary.
5. **51 State. St.** – Installing two right angle signs encroaching into City right of way. This encroachment is temporary.
6. **999 Oakcrest Drive** – Installing blade sign and awning encroaching into City right of way. This encroachment is temporary.
7. **157 Brailsford** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
8. **1242 Harriman Ln.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
9. **2089 Blue Bayou** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
10. **561 Spiral Ramp Rd** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
11. **256 Newsday St** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
12. **356 Lantana Dr** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
13. **4159 Westerly Ln.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
14. **1432 Eutaw Battalion Dr** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
15. **7 Vale Rd.** – Installing brick lined driveway encroaching into City right of way. This encroachment is temporary.

G. Request for Permanent Encroachments

None

H. Public Service Department Update

I. Department of Development Services Update

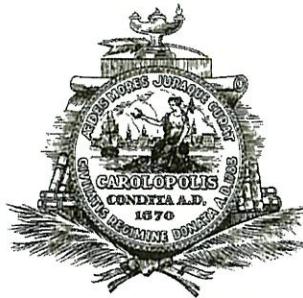
1. Ordinance authorizing the Mayor to execute on behalf of the City of Charleston a Right-of-Way and Utility Easement to Charleston Water Systems over parcels currently designated as Charleston County Tax Map Numbers 457-08-01-027, 457-08-01-083 and 457-08-01-087 (entryway to Charleston Place Hotel) for the purpose of constructing and maintaining water lines.
2. Ordinance to Adopt Cooper Hotel Seawall O&M Plan
The agenda item is to pass an ordinance authorizing the Mayor to adopt on behalf of the City an Operations and Maintenance agreement for the Cooper Hotel Seawall. The seawall is a bulkhead coastal structure that can be used to alter flood risk and revise the effective FEMA Flood Insurance Rate Maps (FIRMs) of the adjacent area once reviewed and approved by FEMA in a Letter of Map Revision (LOMR).
3. Acceptance of the Memorandum of Agreement between the City of Charleston, the Town of James Island, and Charleston County for James Island Creek TMDL MS4 monitoring.
4. Amendment to existing contract with Arduarra (formally WK Dickson) to increase contract amount and allow continued support for stormwater plan review. Funding is allocated for this item within the Stormwater Operations Budget for FY 2026.
5. Amendment to existing contract with Woolpert to increase contract amount and allow continued support for stormwater plan review. Funding is allocated for this item within the Stormwater Operations Budget for FY 2026.
6. Amendment to existing contract with Kimley-Horn to increase contract amount and allow continued support for stormwater plan review. Funding is allocated for this item within the Stormwater Operations Budget for FY 2026.

J. Stormwater Management Department Update

1. Concord Pump Station Upfit – Project Update
2. Sandcroft Outfall Cleaning – Project Update

K. Miscellaneous Business

1. Authorization for Mayor to execute the sixth amendment to contract between City of Charleston and Black and Veatch in the amount of \$185,000.00 to provide additional planning and engineering services for Engineering with Nature for the Tidal and Inland Flood Risk Management Study, including nature-based flooding solutions for West Ashley, James Island, and the Peninsula.

Ratification
Number _____

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF CHARLESTON A RIGHT-OF-WAY AND UTILITY EASEMENT TO CHARLESTON WATER SYSTEMS OVER PARCELS CURRENTLY DESIGNATED AS CHARLESTON COUNTY TAX MAP NUMBERS 457-08-01-027, 457-08-01-083 AND 457-08-01-087 (ENTRYWAY TO CHARLESTON PLACE HOTEL) FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING WATER LINES.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Charleston a right-of-way and utility easement, as shown on plat labeled Exhibit A, to Charleston Water Systems over parcels currently designated as Charleston County TMS#: 457-08-010-027, 457-08-01-083, and 457-08-01-087 (entryway to Charleston Place Hotel) for the purpose of constructing and maintaining water lines.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the year of Our Lord, 2026, in the 25th Year of the Independence of the United States of America.

By: _____
William S. Cogswell, Jr., Mayor

ATTEST: By: _____
Jennifer Cook
Clerk of Council

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
RIGHT-OF-WAY
AND UTILITY EASEMENT

WHEREAS, the CITY OF CHARLESTON ("Grantor"), owns those certain parcels of land currently designated as Charleston County Tax Map Number 457-08-01-027, 457-08-01-083, and 457-08-01-087 (collectively, the "Property"), as shown on the Plat (as hereinafter defined); and

WHEREAS, the Commissioners of Public Works of the City of Charleston ("Grantee") requests a permanent easement across a portion of the Property for the purpose of constructing and maintaining utility lines, which the Grantor has agreed to grant.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that
Grantor, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to the
Grantor in hand paid for the easement rights granted hereunder, at and before the
sealing of these presents, by the Grantee, the receipt of which is hereby
acknowledged, has granted, bargained, sold and released, and by these presents
does grant, bargain, sell and release unto the Grantee, its successors and assigns
forever, the following right-of-way and easement:

A permanent, transferable, and assignable right-of-way and utility easement for a commercial purpose over, under and across that portion of the Property described as, "CWS UTILITY EASEMENT WIDTH VARIES," on that certain plat entitled, "A PLAT OF A VARIABLE WIDTH UTILITY EASEMENT PREPARED FOR THE CHARLESTON CPW THROUGH PROPERTIES OF CITY OF CHARLESTON, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH

CAROLINA," by John T. Byrnes, III (SCPLS No. 16115) of Southeastern Land Surveying, LLC, dated October 16, 2025, revised November 5, 2025, revised December 11, 2025, and recorded on _____, 202___, in Plat Book ____ at Page ____ in the ROD Office for Charleston County, South Carolina (the "Plat"). Said portion of the Property has such size, shape, dimensions, buttings and boundings, courses and distances as will by reference to the Plat more fully appear. This permanent right-of-way and utility easement is hereinafter referred to as the "Permanent Easement."

Together with the right by the Grantee and its contractors to lay, construct, locate, install, operate, maintain, inspect, repair, relocate and replace underground water lines and underground sewer lines with necessary valves, valve boxes, meters, fittings, manholes, service lines, controls, devices, equipment, fire hydrants and other usual appurtenances within the Permanent Easement.

TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use thereof.

It is further agreed that:

- (1) The Grantee will have the right of ingress, egress, and access to and from the Permanent Easement across and upon such lands of the Grantor as may be necessary or convenient for purposes connected with said Permanent Easement.
- (2) The Grantee shall have the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are over, under or upon the Permanent Easement.

- (3) The Grantor and the Grantor's successors and assigns will have full use of the surface area of the Permanent Easement, provided, however, that neither Grantor nor the Grantor's successors or assigns shall construct, build or place any permanent structure, or portion thereof, within, above, below or over the surface of the Permanent Easement or place fill material, including, without limitation, soil, dirt, sand, rock, debris or any other material elevating the grade greater than a height of 6-inches above the surface of the Permanent Easement, or cut any existing material from the surface of the Permanent Easement, it being the purpose of the Grantee to (i) protect the integrity of the said utility lines which will be located below the surface, and (ii) to allow quick and ready access to the utility lines to facilitate maintenance and repairs.
- (4) The Grantee agrees that upon completion of construction, the surface of any unpaved portions of the Permanent Easement which are highland that are disturbed by construction or maintenance will be regraded and replanted with grass. Any standard asphalt or concrete pavement damaged by construction or maintenance will be repaired by the Grantee. The Grantee will repair or replace damaged pavement with standard, readily available asphalt or concrete materials only. Decorative pavers, pervious pavement or other atypical asphalt or concrete materials utilized over the surface of the Permanent Easement shall be the responsibility of the Grantor and the Grantor's

successors or assigns for repair and/or replacement. The surface of any unpaved portions of the Permanent Easement which are wetlands or marsh that are disturbed by construction or maintenance, if any, will be restored in accordance with the permits issued by the authority or authorities having jurisdiction over said wetlands or marsh.

- (5) The Permanent Easement will run with the land and continue to exist so long as it is used for utility purposes. In the event the Grantee should determine to abandon its rights in the Permanent Easement, written notice will be given to the then owners of the portion of the Property subject to the Permanent Easement stating that the Grantee has given up all rights in the Permanent Easement.
- (6) The Permanent Easement granted herein is for a commercial purpose and may be transferred and assigned by the Grantee and its successors and assigns.
- (7) The agreements contained herein shall be binding upon the Grantee and Grantor and their respective heirs, successors and assigns.

TO HAVE AND TO HOLD, all and singular, the easements rights and privileges above described unto the Grantee and its successors and assigns forever.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the undersigned Grantor has set its hand and seal
this _____ day of _____ 202__.

WITNESSES:

GRANTOR:

CITY OF CHARLESTON

Signature of 1st Witness
Print Name: _____

By: _____ (SEAL)
Print Name: _____
Its: _____

Signature of 2nd Witness or Notary
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of
South Carolina, do hereby certify that the CITY OF CHARLESTON, by
_____, its _____, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this _____ day of _____,
202__.

Signature of Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

IN WITNESS WHEREOF, the undersigned Grantee has set its hand and seal
this ____ day of _____ 202__.

WITNESSES:

COMMISSIONERS OF PUBLIC
WORKS OF THE CITY OF
CHARLESTON

Signature of 1st Witness
Print Name: _____

By: _____ (SEAL)
Print Name: Wesley Ropp
Its: Chief Executive Officer

Signature of 2nd Witness or Notary
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify that the Commissioners of Public Works of the City of Charleston, by Wesley Ropp, its Chief Executive Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this _____ day of _____,
202__.

Signature of Notary: _____
Print Name: _____
Notary Public, State of South Carolina
My commission expires: _____

I2.)

COMMITTEE / COUNCIL AGENDA

TO: William S. Cogswell Jr., Mayor

FROM: Ron Bucci SECTION Development Services

SUBJECT: **ORDINANCE TO ADOPT COOPER HOTEL 'FEMA' SEAWALL OPERATIONS AND MAINTENANCE (O&M) PLAN**

REQUEST: **To pass an ordinance authorizing the Mayor to adopt on behalf of the City an Operations and Maintenance agreement for the Cooper Hotel seawall. A seawall is a bulkhead coastal structure that can be used to alter flood risk and advise the effective FEMA Flood Insurance Rate Maps (FIRMs) of the adjacent area once reviewed and approved by FEMA in a Letter of Map Revision (LOMR).**

COMMITTEE OF COUNCIL: PW&U/W&M DATE: January 26, 2026

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Julia Copeland</u> <i>Yagalo QD</i>	<input type="checkbox"/>
Floodplain Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Carolina Schnell</u>	<input type="checkbox"/>
Section Head	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amanda Herring</u>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

PW&U on 1/26, expedite to Council on 1/27, and final reading on 2/10.

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: _____
William S. Cogswell, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



WILLIAM S. COGSWELL, JR.
Mayor

City of Charleston
South Carolina
Department of Development Services

RON BUCCI, PE
Director

01/09/2026

RE: Cooper Hotel Seawall Operation and Maintenance (O&M) Plan

Dear Council,

The item being presented to Council at Public Works and Utilities is for the adoption of the Operation and Maintenance (O&M) Plan for the Cooper Hotel Seawall, associated with the development of the Cooper Hotel site. A seawall is a bulkhead coastal structure that can be used to alter flood risk and revise the effective Flood Insurance Rate Maps (FIRMs) of the adjacent area once reviewed and approved by FEMA in a Letter of Map Revision (LOMR). The seawall LOMR is being requested by the development team due to unique site conditions and to construct to less restrictive flood design building requirements. The O&M document being presented describes the maintenance and operations requirements that are required for this infrastructure.

The seawall must be under the long-term ownership of City of Charleston per FEMA requirements; the Perpetual Easement Agreement that was previously approved by Council provides that Leucadia Coast Properties, LLC (LCP) is responsible for the maintenance, inspection, improvement, repair, and replacement of the Seawall, with the City contributing fifty percent (50%) toward these costs.

The above information has been coordinated with Legal and the City's Floodplain Manager. Please also see the exhibit below showing the general location of the trip wall.

If you have any questions or comments regarding this information, please contact me at buccir@charleston-sc.gov or (843) 724-3785.

Sincerely,

Ron Bucci
Director of Development Services

Cc: Mandi Herring
Caroline Schnell
Magalie Creech



WILLIAM S. COGSWELL, JR.
Mayor

*City of Charleston
South Carolina
Department of Development Services*

RON BUCCI, PE
Director

EXHIBIT A

COOPER HOTEL SEWALL LOCATION, PROPOSED FLOOD ZONES AND PHOTO

176 Concord Street LOMR Application Report

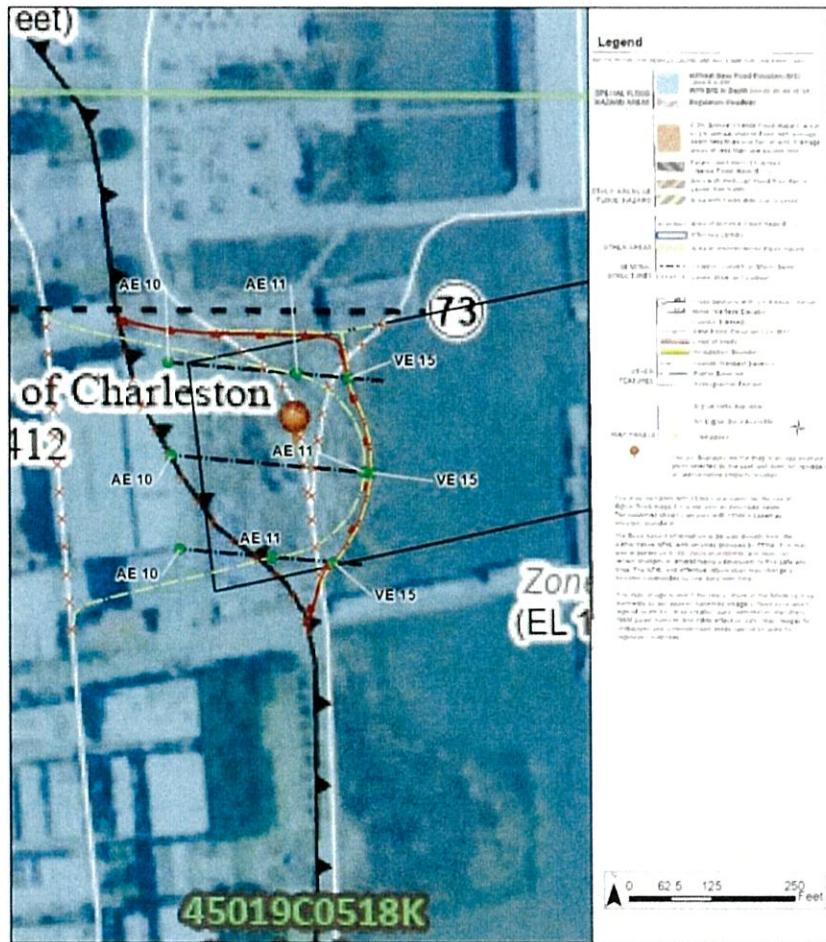


Figure 4-2. Proposed flood zone boundaries and WHAFIS outputs on FIRMette



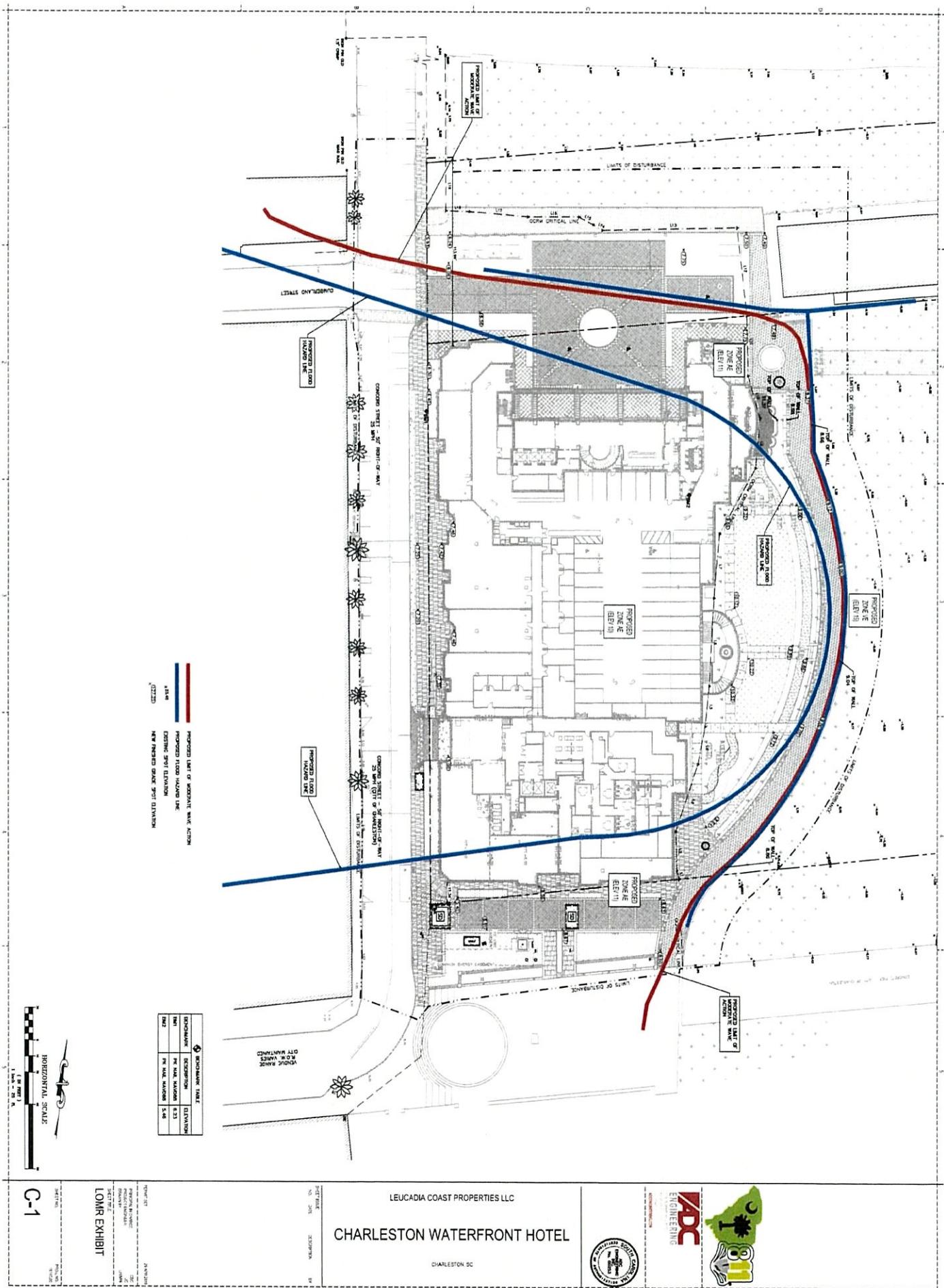
WILLIAM S. COGSWELL, JR.
Mayor

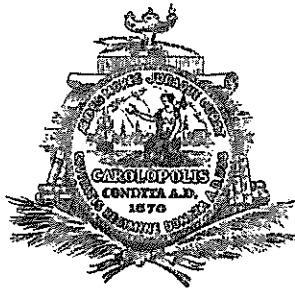
RON BUCCI, PE
Director

*City of Charleston
South Carolina
Department of Development Services*



Photo 1 - View from water looking towards seawall and hotel.





Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO ADOPT ON BEHALF OF THE CITY AN OPERATIONS AND MAINTENANCE AGREEMENT FOR THE COOPER HOTEL SEAWALL.

WHEREAS, that certain Perpetual Easement and Management and Maintenance Agreement between the City and Leucadia Coast Properties, LLC ("LCP") dated July 16, 2024 ("Easement Agreement") established a perpetual easement for public access over real property owned by LCP extending from the Cooper Hotel located at 176 Concord Street to the Joe Riley Waterfront Park bearing TMS No. 459-00-00-276 ("Easement Areas");

WHEREAS, LCP made certain stormwater drainage improvements to the Easement Areas including construction of a bulkhead supported by pilings ("Seawall") which serves as the basis for a FEMA Letter of Map Revision ("LOMR") by LCR based upon the Seawall serving as a physical modification that alters the flood hazards of the development.

WHEREAS, the Seawall is a permanent, passive structure and does not depend upon any emergency warning system or human intervention to function during a flood event;

WHEREAS, the Easement Agreement provides that LCP is responsible for the maintenance, inspection, improvement, repair, and replacement of the Seawall, with the City contributing fifty percent (50%) toward these costs.

WHEREAS, pursuant to 44 CFR Sec. 65.10, an operations and maintenance plan is required for a LOMR enabling structure such as the Seawall, so as to ensure that the stability, height, and overall integrity of the structure and its associated structures and systems are maintained;

WHEREAS, FEMA requires that all operation and maintenance activities be under the jurisdiction of a federal or state agency, an agency created by federal or state law, or any agency of a community participating in the NFIP that must assume ultimate responsibility for maintenance; and,

WHEREAS, FEMA requires the appointment of a Responsible Community Official ("RCO") who will be responsible for ensuring that the maintenance activities are accomplished and sufficient to maintain FEMA certification.

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

Section 1. That the Mayor is hereby authorized to adopt on behalf of the City an Operations and Maintenance Plan for the Cooper Hotel Seawall, a copy of said Operations and Maintenance Plan being attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. That the City's Floodplain Manager and Infrastructure Management Director shall jointly serve as the RCO for purposes of implementing the Operations and Maintenance Plan for the Cooper Hotel Seawall.

Section 3. That this Ordinance shall be effective upon ratification.

Ratified in City Council this _____ day of
_____, in the Year of Our Lord,
_____, in the _____ Year of the Independence of
the United States of America.

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

Operations and Maintenance Plan, Seawall at 176 Concord Street

January 12, 2026

This Operations and Maintenance Plan for the Cooper Hotel Seawall at 176 Concord St is for the FEMA CLOMR (Case No. 18-04-1852R) and LOMR (Case No. 26-04-0353) and describes maintenance activities, the frequency of maintenance activities, and title of the Responsible Community Official (RCO) who will be responsible for ensuring that the maintenance activities are accomplished. Inspections of the trip wall will be performed and certified by a South Carolina licensed professional engineer who is qualified to conduct structural inspections (a.k.a., qualified professional engineer).

The seawall constructed on the property is intended to be a permanent structure. This Operations and Maintenance Plan will focus on those factors necessary for the future stability, height and overall integrity of the seawall, as stipulated by the Federal Emergency Management Agency (FEMA) in their Coastal Structures Guidance (FEMA 2024):

For a coastal flood protection structure to be recognized, the structure must be maintained in accordance with an official adopted operations and maintenance plan. A copy of this plan must be provided to FEMA by the owner of the structure when recognition is being sought or when the plan for a previously recognized structure is revised in any manner. All operation and maintenance activities must be under the jurisdiction of a federal or state agency, an agency created by federal or state law, or any agency of a community participating in the NFIP that must assume ultimate responsibility for maintenance. This plan must document the formal procedure that ensures that the stability, height, and overall integrity of the structure and its associated structures and systems are maintained.

At a minimum, maintenance plans may specify the maintenance activities to be performed, the frequency of their performance, and the person by name or title responsible for their performance.

Additionally, this Operations and Maintenance (O&M) Plan will focus on those factors necessary to the future stability, height and integrity of the seawall, as stipulated under 44 CFR Sec. 65.10. This O&M Plan may be updated as necessary to incorporate regulatory changes, site modifications, or lessons learned from inspections.

The seawall constructed on the property at 176 Concord St is a permanent, passive structure and does not depend upon any emergency warning system or human intervention to function during a flood event. For implementation of this Plan, the following designees are assigned (and can be updated accordingly with City approval):

- a. Responsible Community Official (RCO): City of Charleston Floodplain Manager and Infrastructure Management Director
- b. SC Licensed Professional Engineer: ADC Engineering Professional Engineer or other qualified SC Professional Engineer as may be later designated

Inspections

LOMR Application (City of Charleston, Charleston County, SC)

Inspections of the seawall will be performed by qualified South Carolina Licensed professional engineer, referred to herein as professional engineer, hired by the owners. The Perpetual Easement and Management and Maintenance Agreement between the City and Leucadia Coast Properties, LLC ("LCP") dated July 16, 2024 ("Easement Agreement") established a perpetual easement for public access over real property owned by LCP extending from the Cooper Hotel located at 176 Concord Street to the Joe Riley Waterfront Park bearing TMS No. 459-00-00-276 ("Easement Areas"). The Easement Agreement provides that LCP is responsible for the maintenance, inspection, improvement, repair, and replacement of the Seawall, with the City contributing fifty percent (50%) toward these costs.

Inspections shall be performed at least once every two years. Inspections will be conducted at least two (2) months prior to hurricane season. Additionally, inspections should occur at low tide where the waterside of the wall is visible. The inspections will include observations of the seawall condition, its vertical and horizontal alignment, and its crest elevation. Any deterioration, damage or settlement will be identified and located. The presence and location of any scour or erosion at the face of the seawall will be determined. The condition and elevation of the walkway behind the seawall will also be determined. The inspections will be documented with written field notes and photographs.

Inspections will be conducted by a professional engineer hired by the owners following hurricane events (defined as Category 1 or higher hurricanes making landfall within 60 miles of the project site), following storm events where large floating objects strike the seawall, and following significant earthquakes. These inspections will include the same parameters as listed in the previous paragraph, and will be documented with written notes and photographs.

Prior to conducting regular or post-event inspections, the professional engineer will submit to the RCO for approval examples of the proposed inspection forms, field data collection methods, and reporting formats. The initial post-event inspections will be performed within 7 days following an impacting storm, high water level event, or seismic event or when the area is deemed safe to enter, whichever comes first. Inspections and corrective actions will be in accordance with engineering guidelines and recommendations (e.g., ACI, ASCE, USACE, UFC, etc.) and will provide the City an Assessment and Recommendations Report. A final follow-up inspection of the wall will be conducted after all repairs and adjacent remediation efforts have been completed. Updated as-builts will be provided documenting repairs of the wall.

Maintenance and Repairs

If any significant deterioration, corrosion, damage, settlement, scour or erosion is evident during an inspection, the professional engineer will then evaluate the condition of the seawall relative to the original condition and configuration. The minimum crest elevation that must be maintained in accordance with the FEMA LOMR varies from 9.00 at center of wall and ties to existing grades at ends in accordance with the as-built survey. If the professional engineer determines that the seawall can no longer provide a level of base flood protection consistent with that of the original seawall, then the engineer shall specify required maintenance and repairs to restore the seawall to the required level of base flood protection. Prior to beginning any repairs, the professional engineer will submit to the RCO the proposed repair plan and related cost thereof, which will be reviewed and approved by the City prior to making repairs. Maintenance, repairs and/or improvements to the seawall and/or waterfront area within the Easement Areas, must be agreed upon in writing and approved by the City in accordance with the Easement.

Construction of any work within the Easement Areas where the City is contributing towards the cost cannot begin until the cost is approved in the City's annual budget. In the instance there are immediate structural or safety concerns as determined by the professional engineer, construction work may commence immediately in collaboration with City officials to ensure mitigation is completed in a timely manner.

The specified maintenance and repairs shall be carried out by the owners in a timely fashion, and upon completion, the work will be inspected by a professional engineer. When the maintenance and repair work has been determined by the engineer to be satisfactory, the work will be documented and photographed, a post-maintenance or post-repair report shall be prepared by the engineer, and the engineer will certify the seawall as providing the required level of flood protection. The work completed hereunder shall be subject to the contribution undertakings of the parties under Section 5.c of the Easement. For any sections that are repaired or modified, updated "As-built Drawings" should be furnished by the certifying professional engineer.

Jet Filter System Maintenance

The seawall includes weep holes with Jet Filter systems. To ensure continuous drainage, Jet Filters should be periodically cleaned (<https://jetfilter.com/Media/Jet-Filter-FAQs.pdf>). Steps include:

1. Remove the geotextile filter cartridge by removing the 4 cartridge bolts.
2. Slide the cartridge out.
3. Use the brush and water to brush off any soil material clogging the filter.
4. Slide the cartridge back in.
5. Secure with the 4 cartridge bolts.
6. If the filter's geotextile fabric is ripped or damaged, a new cartridge can be installed.

The first maintenance check on the Jet Filters will be after the first year, and maintenance checks will be conducted every one to two year thereafter. The maintenance interval will be adjusted customized based on findings during the first maintenance.

Documentation

All documentation (inspection reports, condition evaluations, maintenance and repair plans, post-maintenance and post-repair inspections and documentation) will be submitted by the professional engineer performing the work to the owners and to the City of Charleston Floodplain Manager and Infrastructure Management Director.

The seawall is within the jurisdictional boundaries of the City of Charleston. Within the scope of the FEMA LOMR requirements, the community (City of Charleston) is responsible for assuring implementation of this Plan sufficient to maintain FEMA certification.

References

Federal Emergency Management Agency. 2024. Guidance for Flood Risk Analysis and Mapping: Coastal Structures. Guidance Document 42. November 2024.

Approved By:

(Signature)

(Name)

(Title)

(Date)

COMMITTEE / COUNCIL AGENDA

TO:	William S. Cogswell, Jr., Mayor		
FROM:	Ron Bucci	DEPARTMENT	Development Services
SUBJECT:	James Island Creek TMDL MS4 Monitoring Memorandum of Agreement		
REQUEST:	Request approval of a Memorandum of Agreement between the City of Charleston, Charleston County, and the Town of James Island for the James Island Creek Total Maximum Daily Load (TMDL) MS4 Monitoring and Assessment Study with an initial term of one year and up to five additional one-year terms.		
COMMITTEE OF COUNCIL:		PW&U, Ways & Means	DATE: January 26, 2026 (PW&U)

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dept Head	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Section Chief	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 276 - Stormwater Utility Fund Account #: 52206

Balance in Account \$180,000 Amount needed for this item \$40,600 (or less)

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Mayor's Signature:  William S. Cogswell, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

**MEMORANDUM OF AGREEMENT
FOR JAMES ISLAND CREEK TMDL MS4 MONITORING**

This Memorandum of Understanding (MOU) is made this _____ day of _____, 202____, by and between Charleston County, a public body corporate and politic (hereinafter referred to as the “**COUNTY**”), the Town of James Island (hereinafter referred to as “**TOWN**”) and the City of Charleston (hereinafter referred to as “**CITY**”) (collectively “the Parties”) for the James Island Creek TMDL MS4 Monitoring and Assessment Study.

WITNESSETH

WHEREAS, the South Carolina Department of Environmental Services has established a Total Maximum Daily Load (“TMDL”) within the James Island Creek that requires an assessment study and monitoring efforts; and

WHEREAS, the **COUNTY** shall perform the services of TMDL MS4 Monitoring and reporting within the James Island Creek Watershed, hereinafter referred to as the **PROJECT**; and

WHEREAS, the **CITY** and **TOWN** are each a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the functions covered under this Agreement; and

WHEREAS, the **CITY** and **TOWN**, each having an interest in the completion of the assessment study and monitoring efforts, due to having jurisdiction within the watershed and thus TMDL MS4 Monitoring requirements, have agreed to work together with the **COUNTY** in the hereinafter described **PROJECT**.

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the sufficiency whereof is acknowledged, the Parties do hereby agree as follows:

I. PROJECT DESCRIPTION:

The scope of the in-contract work for the **PROJECT** shall be performed in conformance with terms of the Scope of Services (Attached as Exhibit A) for the **PROJECT** by the **COUNTY**.

The effective date of this Agreement is the date of the execution by the Parties hereto and shall terminate upon completion of the Project unless terminated earlier pursuant to the terms of the Agreement.

II. TERMINATION:

The **COUNTY** may terminate this Agreement for any reason, at the **COUNTY**'s sole discretion, within sixty (60) days written notice to the addresses set forth below. To the extent either the **CITY** or **TOWN** desires to withdraw from participation in this Agreement, either party may do so with sixty (60) days written notice to the addresses set forth below. In case of such a withdrawal the Agreement shall proceed, in accordance with the terms described herein, between the County and the remaining Party.

III. SCHEDULE:

The initial term of this Agreement shall commence on the effective date and shall continue for a period of one (1) year (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term, this Agreement may be renewed for up to five (5) additional consecutive one-year terms (each a "Renewal Term"), subject to mutual agreement of the Parties prior to the commencement of each Renewal Term.

IV. THE COUNTY SHALL:

- a. Provide to the **CITY** and **TOWN** timely correspondence concerning PROJECT scope changes, changes in schedules, routine communication, or any other such activities that may impact the PROJECT.
- b. Include the **CITY** and **TOWN** in any progress meetings as they may pertain to the PROJECT.
- c. Provide access to the PROJECT records for the **CITY** and **TOWN** to review the PROJECT.
- d. Allow the **CITY** and **TOWN** to review pay requests relating to the PROJECT prior to payment and any change orders which affect the cost of the PROJECT.

V. THE CITY AND TOWN SHALL:

- a. Review and provide comments, as necessary for all **COUNTY** pay requests related to the PROJECT prior to payment and any change orders that affect the cost of the PROJECT. Comments shall be made within seven (7) calendar days of receipt by the **CITY** and **TOWN** of notification from the **COUNTY** of the pay request or change order.
- b. If the **CITY** or **TOWN** do not approve any portion of the PROJECT or any pay request, the reasons therefore must be clearly stated in writing delivered to the **COUNTY** along with corrective recommendations within seven (7)

calendar days of receipt by the **CITY** and **TOWN** of the **COUNTY**'s pay request or change order.

- c. If the **COUNTY** does not receive approval or written documentation of reasons for not approving the **COUNTY**'s pay request or change order within seven (7) calendar days of receipt, the **COUNTY** shall consider the pay request or change order as approved for payment.
- d. If the **CITY** or **TOWN** withdraw from this Agreement prior to completion of the **PROJECT**, the **CITY** or **TOWN** shall be responsible for payment of its share of the completed work and/or work that has been agreed to up to that point.

VI. FUNDING:

- a. The **COUNTY** estimates the total cost of the **PROJECT** to be less than \$70,000 per year in order to comply with SCDES guidelines. Additional monitoring, if desired by ALL parties, will be negotiated and approved of collectively by all parties.
- b. The **COUNTY** shall be responsible for 8.00% of the total cost of the **PROJECT** to be performed by the **COUNTY**.
- c. The **CITY** will reimburse the **COUNTY** for 58.00% of the total cost of the **PROJECT** to be performed by the **COUNTY**.
- d. The **TOWN** will reimburse the **COUNTY** for 34.00% of the total cost of the **PROJECT** to be performed by the **COUNTY**.
- e. Should the negotiated price and any addendums for the **PROJECT** exceed what is previously estimated, the **COUNTY** will provide the **CITY** and **TOWN** the opportunity to concur with the increased cost. If the **CITY** and/or **TOWN** do not concur with the increased cost, the **COUNTY** may choose to perform the additional work at its own expense. All agreed upon project costs will be shared per Section VI, Funding, items b, c, and d above. Should only two parties agree with the change, the costs will be shared on a pro rata basis among those parties.
- f. The **CITY** and **TOWN** shall remit payments of its share of the monthly cost to the **COUNTY** for the **PROJECT** within thirty (30) calendar days of receiving an invoice from the **COUNTY**.

VII. GENERAL:

- a. The **COUNTY** will assume sole and complete responsibility for the **PROJECT**.

- b. Upon completion of monitoring events during the PROJECT, any data collected under this agreement shall be made available to the **CITY** and **TOWN** by the **COUNTY**, regardless of who requested the monitoring.

VIII. NOTICE:

All notices or other communications hereunder shall be sufficiently given and shall be given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places designated in writing by the Parties:

AS TO THE CITY:

Emily DeMore & Anthony Giralo
Development Services
2 George Street, Suite 2100
Charleston, SC 29401

William S. Cogswell, Jr., Mayor
P.O. Box 652
Charleston, SC 29402

AS TO THE TOWN:

Melissa Flick
1122 Dills Bluff Road
James Island, SC 29412

Brook Lyon, Mayor
1122 Dills Bluff Road
James Island, SC 29412

AS TO THE COUNTY:

Eric J. Adams, Public Works Director
3681 Leeds Avenue
Building A
North Charleston, SC 29405

IX. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the Parties hereto. There shall not be assignment, by either Party, of any rights or responsibilities in this Agreement without written consent of the other Party.

X. GOVERNING LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. All litigation arising under this Agreement shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

XI. SEVERANCE:

Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive this suspension, termination or expiration hereof shall be deemed to so survive.

XII. ENTIRE AGREEMENT:

This Agreement, when fully executed, shall supersede any and all prior and existing agreements between the Parties, either oral or written, and contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement must be made in writing and signed by all Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated above.

WITNESSES:

CITY OF CHARLESTON

By: _____

(Signature)

Title: _____

WITNESSES:

TOWN OF JAMES ISLAND

By: _____

(Signature)

Title: _____

WITNESSES:

CHARLESTON COUNTY

By: _____

(Signature)

Title: _____

Scope of Services

James Island Creek TMDL MS4 Monitoring



The State of South Carolina National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Regulated Small Municipal Separate Storm Sewer Systems (SMS4), SCR030000 requires Charleston County, the City of Charleston, and the Town of James Island, as permittees, to implement a monitoring plan to measure pollutant levels within a Total Maximum Daily Load (TMDL) watershed. The permit requires monitoring efforts to be initiated not more than 18 months after the TMDL effective date, which was January 2020 for the James Island Creek TMDL. The permittees would like to expand their current grab sampling efforts to assess and improve water quality in the creek.

The permittees would like to continue to collect wet weather and dry weather grab samples within the James Island Creek watershed on a quarterly basis to assess seasonal variations in water quality. Funding is also allocated for expanded sampling efforts, including the collection of large quantities of samples across more areas of the creek and throughout various tidal stages, to better assess bacterial dynamics over the full tidal cycle. This project includes the collection of grab samples and supplementary environmental data, laboratory analysis for *enterococcus*, data analysis and reporting, and quarterly meetings for a twelve-month period or as agreed upon per the Memorandum of Agreement (MOA).

Task 1 – Compliance (Wet Weather) Sampling

Wet weather sampling must be conducted at least once per season (winter, spring, summer, and fall) to maintain permit compliance. Winter is defined as January 1 to March 31; Spring, April 1 to June 30; Summer, July 1 to September 30; and Fall, October 1 to December 31. The TMDL lists three monitoring stations: Harbor View, Folly Road Bridge, and Jim Isle Drive. SCDES stated that the Harbor View and Folly Road Bridge stations are sufficiently representative of the current condition of the watershed; therefore, monitoring at Jim Isle Drive is not required for permit compliance. Wet weather conditions are characterized by a storm event that produces at least 0.25 inches of rain, following an antecedent dry period of at least 72 hours with no more than 0.1" of rainfall.

At a minimum, samples will be analyzed for the pollutant of concern in the James Island Creek TMDL, *enterococcus*. Supplemental data for each sample will be collected including water temperature, turbidity, salinity, pH, UV index, and air temperature. Tidal data will be collected using County tidal gauges and publicly available NOAA data. Rainfall data will be collected from a tipping bucket rain gauge owned by the County. The County will collect three (3) wet weather samples at a minimum of three (3) sampling locations per sampling day, including the two identified in the TMDL and one additional site, which may be adjusted as needed based on results and areas of concern. The County will make every effort to collect three (3) samples at each of five (5) sampling locations, including the two identified in the TMDL document and three additional sites.

To the extent possible, samples will be collected in varying tidal conditions and with varying degrees of rainfall intensity. The samples will be analyzed by a state certified lab for *enterococcus*, which is Trident Laboratory in Ladson, SC at the time of this agreement. Charleston County Stormwater Lab in North Charleston, SC may be used in place of Trident Laboratory once state certification is achieved. Bacteria sample results and supplementary environmental data will be shared with the City and Town no later than one week after the County receives the results from the laboratory.

Task 1 Deliverables:

- Raw laboratory data, *enterococcus* (up to 60 samples)
- Supplementary environmental data (up to 60 samples)

Task	Fee (NTE)
Manual grab samples (per sample)	\$175
FEE (NOT TO EXCEED)	\$10,500

Task 2 – Dry Weather Sampling

This task includes the collection of dry weather grab samples an estimated (6) times throughout the year, at an estimated frequency of once every other month, at three to five (3-5) sampling locations (to include Folly Road Bridge, Harbor View, and up to three additional locations). This effort is not required for permit compliance but would provide helpful insights into the background bacteria concentrations in the watershed at varying tidal conditions. Dry weather is characterized by an antecedent period, meaning less than 0.1 inches of rainfall has fallen in the previous 72 hours. Charleston County will collect at least three (3) dry weather samples at each of three to five (3-5) sampling locations in a single day, to always include Folly Road Bridge and Harbor View. Supplemental data for each sample will be collected including water temperature, turbidity, salinity, pH, UV index, and air temperature. Tidal data will be collected using County tidal gauges and publicly available NOAA data. Rainfall data will be collected from a tipping bucket rain gauge owned by the County. The samples will be analyzed for *enterococcus* at Trident Laboratory in Ladson, SC or the Charleston County Stormwater Lab once certified.

Task 2 Deliverables:

- Raw laboratory data, *enterococcus* (up to 80 samples)
- Supplementary environmental data (up to 80 samples)

Task	Fee (NTE)
Manual grab samples (per sample)	\$150
FEE (NOT TO EXCEED)	\$12,000

Task 3 – Additional Sampling

The permittees recognize the value of flexibility in sampling efforts to capitalize on sampling opportunities within the watershed. The County plans to conduct several high-volume sampling days

to capture a wide range of tidal conditions and develop a more comprehensive understanding of bacterial dynamics within the creek, thereby improving the detection of pollutant sources. Microbial source tracking (MST) may also be implemented to help identify specific human and non-human sources of fecal contamination. This task covers a range of additional sampling efforts, which may include but is not limited to, the following:

- Additional wet weather sampling, to include two (2) days of wet weather sampling to collect up to three (3) samples at each of ten (10) locations
- Additional dry weather sampling, to include two (2) days of dry weather sampling to collect up to three (3) samples at each of ten (10) locations
- Additional locations as deemed necessary
- MST analysis or other source-tracking analysis

These efforts may be combined or may be partial, and may also include miscellaneous sampling tasks. The County will monitor weather conditions and grab sample results to make informed decisions about whether to proceed with MST or other additional sample analyses. Locations of additional sampling are subject to change. Changes will be communicated to the City and Town in writing with updated maps reflecting new, modified or removed locations. While four high-volume sampling days (including two wet-weather and two dry-weather days) are planned at the time of this agreement, other strategic sampling may be conducted in addition to, or in lieu of, this plan. Any additional sampling over the agreed upon fee will be at the expense of the County; however, all results will still be shared and included in quarterly reporting.

Task 3 Deliverables:

- Raw laboratory data, *enterococcus* (up to 120 samples)
- Supplementary environmental data (up to 120 samples)
- Raw laboratory data, *MST* (up to 10 samples)

Task	Fee (NTE)
Additional wet weather (per sample)	\$175
Additional dry weather (per sample)	\$150
MST Analysis (per sample)	\$1,100
FEE (NOT TO EXCEED)	\$30,500

Task 4 – Reporting

Charleston County will evaluate the laboratory results and compare them to the collected supplemental environmental data and field notes. Data will be analyzed using machine learning models to analyze trends, discern relationships between environmental variables, and identify potential pollutant sources. The data will be summarized in quarterly memos. The County will offer optional quarterly meetings with the City and Town to review each memo and discuss the progression of the project.

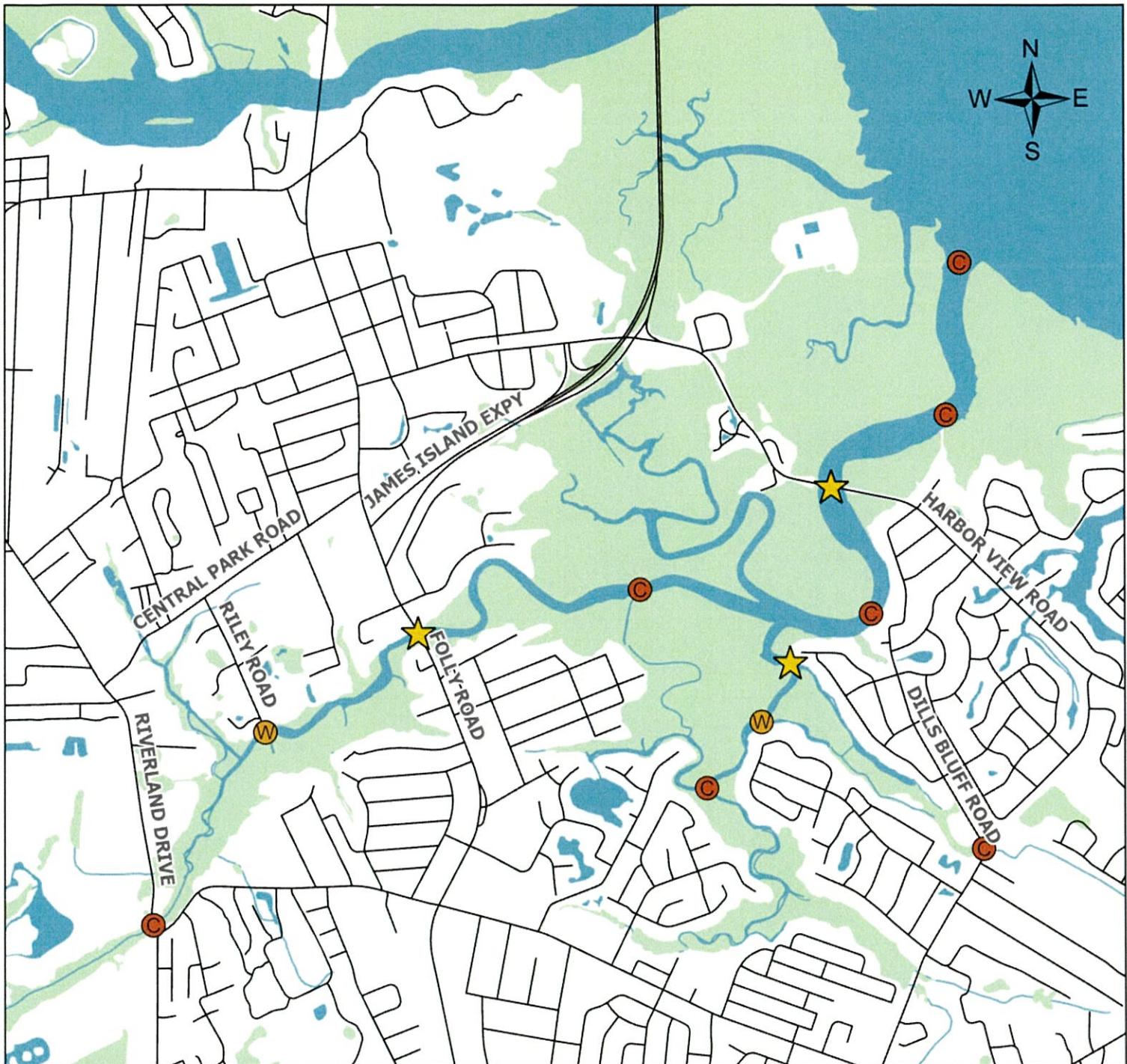
Task 4 Deliverables:

- Quarterly memos (4)
- Quarterly meetings, optional (4)

Task	Fee (NTE)
Quarterly reports and meetings	\$10,000

Allocation Summary

	Fee (NTE)	Charleston County (8%)	City of Charleston (58%)	Town of James Island (34%)
Task 1	\$10,500	\$840	\$6,090	\$3,570
Task 2	\$12,000	\$960	\$6,960	\$4,080
Task 3	\$30,500	\$2,440	\$17,690	\$10,370
Task 4	\$10,000	\$800	\$5,800	\$3,400
Total	\$63,000	\$5,040	\$36,540	\$21,420



2026 Sampling Locations

0 0.1 0.2 0.4 0.6 0.8
Miles

- ★ TMDL Monitoring Stations
- W Woolpert Additional Locations
- C County Additional Locations

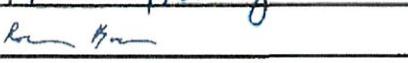
I4.)

COMMITTEE / COUNCIL AGENDA

TO: William S. Cogswell Jr., Mayor
FROM: John Primm SECTION Development Services
SUBJECT: APPROVAL OF ADDENDUM 3 TO THE PROFESSIONAL SERVICES CONTRACT WITH ARDURRA GROUP, INC. (PREVIOUSLY NAMED WK DICKSON & CO, INC) FOR 3RD PARTY PLAN REVIEW
REQUEST: To approve an addendum to the contract for \$100,000.00 with Ardurra to provide continued MS4 plan review support services.

COMMITTEE OF COUNCIL: PW&U/W&M **DATE:** JANUARY 26, 2026

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Section Chief	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director of Development Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
				<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 276 - Stormwater Utility Fund
Account #: 52206

Balance in Account \$500,000 + Amount needed for this item \$100,000
Engineering Tech Review Non Cap Prof Serv

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Approval of the contract will increase the project budget by \$100,000.00. Funding is allocated for this item within the Stormwater Operations Budget for FY 2026.

Mayor's Signature: William S. Cogswell, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston

Contract Amendment for Professional Services

Project: MS4 Plan Review Support Services

Owner: City of Charleston
Department of Development Services
2 George Street, Suite 2100
Charleston, SC 29401

A/E: Adurra Group, Inc.
(as successor to W.K. Dickson & Co., Inc.)
4105 Faber Place Drive, Suite 410
North Charleston, SC 29405
SC Professional License No. C00177

Original Contract Date: 8/8/2024

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

Extend contract review services for one year until 12/31/2026, and for an increase in billing rates as shown on the attached exhibit.

Please see attached revised cost breakdown.

2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ <u>90,000.00</u>
Change by Previously Approved Contract Amendments.....	\$ <u>210,000.00</u>
Contract Sum prior to this Contract Amendment.....	\$ <u>300,000.00</u>
Amount of this contract Amendment, complete.....	\$ <u>100,000.00</u>
New Contract Sum, including this Contract Amendment	\$ <u>400,000.00</u>

3. Adjustments in Contract Time:

Original Date for Contract Completion.....	12/31/2024
Change in Days by Previously Approved Contract Amendments	
Change in Days for this Contract Amendment	
New Date for Contract Completion.....	12/31/2026

ARCHITECT/ ENGINEER:



Marc Horstman, PE, South Watershed Group Leader

12-29-25
(Date)

OWNER:

William S. Cogswell Jr., Mayor

(Date)



ARDURRA 2026 RATE SCHEDULE

<u>LABOR</u>	<u>2026</u>
Principal	\$304.00/hr.
Practice Director	\$304.00/hr.
Senior Consultant	\$273.00/hr.
Group Leader	\$278.00/hr.
Senior Project Manager	\$268.00/hr.
Senior Electrical Engineer	\$273.00/hr.
Project Manager	\$241.00/hr.
Engineering Manager	\$241.00/hr.
Associate Project Manager	\$226.00/hr.
Senior Project Engineer	\$241.00/hr.
Project Engineer	\$194.00/hr.
Electrical Engineer	\$210.00/hr.
Engineering Associate II	\$152.00/hr.
Engineering Associate I	\$136.00/hr.
Senior Project Controller	\$173.00/hr.
Project Controller	\$157.00/hr.
Senior Scientist	\$178.00/hr.
Scientist	\$157.00/hr.
Senior Planner	\$220.00/hr.
Planner	\$163.00/hr.
Senior Engineering Designer	\$173.00/hr.
Engineering Designer 2	\$157.00/hr.
Engineering Designer 1	\$126.00/hr.
Senior GIS Analyst	\$184.00/hr.
GIS Analyst	\$157.00/hr.
GIS Technician	\$136.00/hr.
Senior Construction Observer	\$163.00/hr.
Construction Observer	\$136.00/hr.
Senior Funding Support Specialist	\$152.00/hr.
Funding Support Specialist	\$142.00/hr.
Senior Project Administrator	\$136.00/hr.
Project Administrator	\$105.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

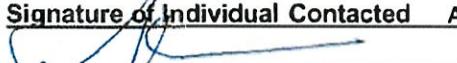
Note: The above rates are effective January 1, 2026. We reserve the right to revise to reflect inflationary increases.

Revised 11-19-25

COMMITTEE / COUNCIL AGENDA

TO: William S. Cogswell Jr., Mayor
FROM: John Primm **SECTION** Development Services
SUBJECT: APPROVAL OF ADDENDUM 3 TO THE PROFESSIONAL SERVICES CONTRACT WITH WOOLPERT, INC FOR 3RD PARTY PLAN REVIEW
REQUEST: To approve an addendum to the contract for \$100,000.00 with Woolpert to provide continued 3rd party stormwater plan review services.
COMMITTEE OF COUNCIL: PW&U/W&M **DATE:** JANUARY 26, 2026

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Section Chief	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director of Development Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

276 - Stormwater Utility Fund

If yes, provide the following: Dept./Div.: 193000 Account #: 52206

Balance in Account	<u>\$500,000+</u>	Engineering Tech Review	Non Cap Prof Serv
			<u>\$100,000+</u>

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Approval of the contract will increase the project budget by \$100,000.00. Funding is allocated for this item within the Stormwater Operations Budget for FY 2026.

Mayor's Signature:  William S. Cogswell, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston

Contract Amendment for Professional Services

Project: Stormwater 3rd Party Plan Review Services

Owner: City of Charleston A/E: Woolpert, Inc
Department of Development Services 4900 O'Hear Ave, Suite 202
2 George Street, Suite 2100 North Charleston, SC 29405
Charleston, SC 29401

Original Contract Date: 5/31/2024

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

Extend contract review services for one year until 12/31/2026.

Please see attached revised cost breakdown.

2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ 90,000.00
Change by Previously Approved Contract Amendments.....	\$ 210,000.00
Contract Sum prior to this Contract Amendment.....	\$ 300,000.00
Amount of this contract Amendment, complete.....	\$ 100,000.00
New Contract Sum, including this Contract Amendment	\$ 400,000.00

3. Adjustments in Contract Time:

Original Date for Contract Completion.....	12/31/2024
Change in Days by Previously Approved Contract Amendments	
Change in Days for this Contract Amendment	
New Date for Contract Completion.....	12/31/2026

ARCHITECT/ ENGINEER:



JP Johns, PE, Vice President

12/30/2025

(Date)

OWNER:

William S. Cogswell Jr., Mayor

(Date)

I6.)

COMMITTEE / COUNCIL AGENDA

TO: William S. Cogswell Jr., Mayor

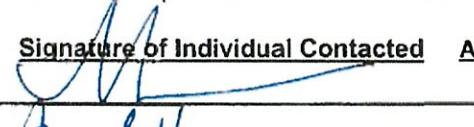
FROM: John Primm SECTION Development Services

SUBJECT: APPROVAL OF ADDENDUM 3 TO THE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR 3RD PARTY PLAN REVIEW

REQUEST: To approve an addendum to the contract for \$100,000.00 with Kimley-Horn to provide continued MS4 plan review support services.

COMMITTEE OF COUNCIL: PW&U/W&M DATE: JANUARY 26, 2026

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Section Chief	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director of Development Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 276 - Stormwater Utility Fund
193000 Account #: 52206
Engineering Tech Review Non Cap Prof Serv
Balance in Account \$500,000+ Amount needed for this item \$100,000

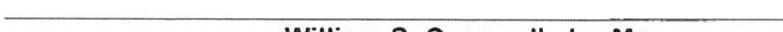
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Approval of the contract will increase the project budget by \$100,000.00. Funding is allocated for this item within the Stormwater Operations Budget for FY 2026.

Mayor's Signature: 
William S. Cogswell, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston

Contract Amendment for Professional Services

Project: Stormwater 3rd Party Plan Review Services

Owner: City of Charleston A/E: Kimley-Horn and Associates, Inc.
Department of Development Services 115 Fairchild Street, Suite 250
2 George Street, Suite 2100 Charleston, SC 29492
Charleston, SC 29401 SC Professional License No. 1209781

Original Contract Date: 6/11/2024

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

Extend contract review services for one year until 12/31/2026, and for an increase in billing rates as shown on the attached exhibit.

Please see attached revised cost breakdown.

2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ <u>90,000.00</u>
Change by Previously Approved Contract Amendments.....	\$ <u>210,000.00</u>
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3. Adjustments in Contract Time:

Original Date for Contract Completion.....	12/31/2024
Change in Days by Previously Approved Contract Amendments	
Change in Days for this Contract Amendment	
New Date for Contract Completion.....	12/31/2026

ARCHITECT/ ENGINEER:



Christopher M. Iser

1.5.2026

(Date)

OWNER:

William S. Cogswell Jr., Mayor

(Date)

Exhibit D

FEE SCHEDULE

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Senior Professional III	\$430
Senior Professional II	\$375
Senior Professional I	\$345
Professional II	\$280
Professional I	\$250
Analyst III	\$220
Analyst II	\$190
Analyst I	\$175
Senior Technical Support	\$200
Technical Support	\$140
Support Staff	\$130

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

COMMITTEE / COUNCIL AGENDA

K1.)

TO:	William S. Cogswell, Jr., Mayor		
FROM:	Kaylan Koszela	DEPARTMENT	Executive/Resilience
SUBJECT:	AMENDMENT NO. 6 TO WATER PLAN FOR TIDAL AND INLAND FLOOD RISK MANAGEMENT STUDY		
REQUEST:	Authorization for Mayor to execute the sixth amendment to contract between City of Charleston and Black and Veatch (\$185,000) to provide additional planning and engineering services for Engineering with Nature for the Tidal and Inland Flood Risk Management Study		
COMMITTEE OF COUNCIL:	Ways & Means	DATE:	February 10, 2026

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Julia Copeland</u>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<input type="checkbox"/>
Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Is funded from the \$1m budgeted in the Office of Resiliency's 2026 Budget.

Mayor's Signature:

William S. Cogswell, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

AMENDMENT NO. 6

TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND A/E
FOR
PROFESSIONAL SERVICES

Project: **AMENDMENT 6 –PLANNING AND ENGINEERING SERVICES FOR USACE
CSR / CHARLESTON TIDAL & INLAND ENGINEERING WITH NATURE**

INITIAL:

OWNER: _____

A/E: _____

This is Amendment to the Agreement between the City of Charleston (Owner) and Black & Veatch (A/E) dated 8/16/22 (hereinafter referred to as the Agreement). This said Amendment is effective as of _____.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the Scope of Work of the Agreement.

City of Charleston

OWNER

By:

Name:

Title:

Address

Black & Veatch, Corp

A/E

By:

Name: Jeff Wells, P.E.

Title: Vice President

Address: 40 Calhoun Street, Suite 320,
Charleston, SC 29401

**EXHIBIT A – PART 1
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES**

Project Name: **Comprehensive Integrated Water Plan**

City Project #: **TBD**

Owner: **City of Charleston (City), South Carolina**

Consultant: **Black & Veatch Corporation (BV)**

SCOPE OF SERVICES

**AMENDMENT 6 – PLANNING AND ENGINEERING SERVICES FOR USACE CSRM / CHARLESTON
TIDAL & INLAND ENGINEERING WITH NATURE**

Black & Veatch (BV) will serve as the City of Charleston's (City) representative in those phases of the Project to which this Contract applies and will provide professional services, consultation, and advice to the City during the performance of their services.

SCHEDULE

The overall efforts for the Tidal & Inland Flooding Engineering with Nature (EWS) work is assumed to be 21 months based on the USACE provided schedule. Amendment 6 included herein contains scope and fee for work in 2026. Additional scope and fee will be required beyond 2026 and is detailed in the Additional Services section of this scope of work.

PART 1.0 **PROJECT DESCRIPTION**

This scope of work, part of the Owner's Agent role, is to identify measures reducing coastal surge, tidal flooding, inland rainfall flooding, riverine flooding, and the compound effects of those flood drivers within the study area.

- Identify potential natural infrastructure (NI) solutions (also called Nature Based Solutions/Natural and Nature Based Features)
- Provide supporting information for performance, benefits, and costs
- Prepare technical documentation

The USACE, Charleston District (CESAC), is conducting feasibility study to evaluate and refine Tidal and Inland Flood Risk Management alternatives for the Charleston region. EWN concepts can support the integration of natural infrastructure solutions into study alternatives, including coastal surge management, tidal and inland flooding, ecological enhancement, and community resilience.

This SOW defines contractor technical support required to evaluate, design, and document natural infrastructure (NI) for incorporation into the Charleston Tidal and Inland Flood Risk Management study.

The City is seeking Owner's Agent (OA) services in support of Engineering With Nature (EWN) Technical Support for the Charleston Tidal/Inland Flood Risk Management Feasibility Study, Charleston District, USACE. The OA will represent the City throughout the duration of the Project. The project area includes James Island, West Ashely, and the peninsula.

Work shall begin upon execution of this Contract. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services and negotiated separately. Additional Services integral to achieving overall project goals of the City are listed within this scope but have not been fully scoped nor has an engineering cost been provided for execution of these services.

PART 2.0 SCOPE OF SERVICES

Task 1 – Identification, Qualitative Screening & Performance Pathways of NI Measures

The Project Coordination phase will include general project administration duties, preparation of project management documents, and coordination with both the City and USACE as required. This task includes reviewing ongoing activities, monitoring the project schedule and budget, reviewing current progress with the City on a regular basis, and discussing issues with the City as they are noted.

1. Kick-Off Meeting with CESAC & City; identify overall project goals and design objectives.
2. Collect and review existing information including CWP recommendations, historical and projected land cover, sea level and stormwater modeling, zoning, Comprehensive Plan, etc., natural features, wetlands, water quality, etc.
3. Using GIS and the information gathered from above, identify full suite of relevant NI measures including hybrid and non-structural options.
4. Screen for technical feasibility, siting, constraints, and benefit pathways – including a windshield survey field reconnaissance.

5. Deliver NI screening matrix and initial siting concepts, including GIS files of potential footprints along with feature types a functional elevations
6. Develop conceptual diagrams of how each measure reduces flood risk (rendered illustrations suitable for public engagement)
7. Identify evaluation metrics (attenuation, DWL, conveyance improvement, erosion reduction, habitat enhancement, carbon sequestration, groundwater recharge, heat reduction, pollination, human health benefits, recreation, etc.)
8. Prepare an NI Screening and Performance Pathways Memorandum; to include:
 - Goals and design objectives
 - List of Existing information
 - Suite of relevant NI Measures
 - Screening matrix
 - GIS Maps & Siting Concepts (GIS mapping in collaboration with CESAC)
 - Evaluation metrics

Task 2 – Hydrodynamic, Hydraulic & Flood Modeling Support (2026 support)

1. Assist (virtual meetings) the Charleston PDT in configuring feasibility-level models (e.g. ADCIRC, STWAVE, HEC-RAS 2D, G2CRM) for incorporation of NI features.
2. Assist (virtual meetings) the Charleston PDT in evaluation of existing conditions, future without project and alternative scenarios that include NI.
3. Participate in modeling PDT (virtual) meetings and provide data and feedback supporting the evaluation of surge reduction, wave attenuation, and interior flooding impacts.
4. Review model findings and incorporate into Modeling Technical memorandum (to be prepared by CESAC).

CESAC will prepare technical description of modeling methodologies and results

- a. OA will incorporate into a description of overall model findings and recommendations for further consideration.

Task 3 – Natural Infrastructure Alternatives Development & Comparative Evaluation

1. Commence integration of NI into CSRM and inland alternatives (iterative process of refining alternative recommendations, additional scope required beyond Amendment 6).
2. Develop initial conceptual designs and limited visual renderings to show NI features along with other alternative features with rough order magnitude/class 4 cost supporting information for NI features (additional scope required beyond Amendment 6).
3. Perform additional site visits to confirm conceptual design NI features.

Task 4 work: Technical Documentation (Deferred to 2027)

Task 5: Workshops, Site Visits & PDT Engagement

1. Attend PDT site visits and conduct additional independent site visits as needed (captured in Task 1 and 3.)
2. Support PDT on NI topics at up to 1 USACE/City-led internal workshops. Support includes development of presentation material, including a PPT deck, active participation in the workshop, and workshop summaries.
3. Attend Monthly PDT Meetings (12; mix of in-person and virtual)
4. Prepare presentations, materials, and workshop summaries (included above)

PART 3.0

Additional Services (Fee not included within this Scope of Work)

Additional Task 2 work – Hydrodynamic, Hydraulic & Flood Modeling Support (2027 support)

1. Assist (virtual meetings) the Charleston PDT in configuring feasibility-level models (e.g. ADCIRC, STWAVE, HEC-RAS 2D, G2CRM) for incorporation of NI features.
2. Assist (virtual meetings) the Charleston PDT in evaluation of existing conditions, future without project and alternative scenarios that include NI.
3. Participate in modeling PDT (virtual) meetings and provide data and feedback supporting the evaluation of surge reduction, wave attenuation, and interior flooding impacts.
4. Review model findings and incorporate into Modeling Technical memorandum.
 - a. CESAC will prepare technical description of modeling methodologies and results
 - b. OA will incorporate into a description of overall model findings and recommendations for further consideration.

Additional Task 3 work – Natural Infrastructure Alternatives Development & Comparative Evaluation

1. Support the Charleston PDT in the comparison of performance, cost, feasibility, and benefits.
2. Support TSP identification with technical evidence.
3. Prepare a Alternatives Evaluation Technical Memorandum; to include:
 - a. Alternatives evaluation
 - b. Conceptual designs (visual renderings)
 - c. Rough order of magnitude/class 4 cost supporting information
 - d. Site visit observations and confirmation
 - e. Comparison analyses
 - f. Technical evidence

Task 4 work: Technical Documentation

1. Complete analysis and conceptual design documentation. Analyses to consist of updating comparison of performance, cost, feasibility, and benefits. (Additional hydrodynamic, hydraulic, flood, and ecological modeling is not included.)
2. Prepare draft and final Technical Report (PDF) intended for use as appendix to USACE final report. Review comments associated with draft report shall be consolidated into one review copy prior to returning to OA.
3. OA will perform a QA/QC review of the draft and final report to ensure all conceptual design assumptions, quantities, and benefits are captured

Additional Task 5 work: Workshops, Site Visits & PDT Engagement

1. Support PDT on NI topics at up to 2 additional USACE/City-led internal workshops. Support includes development of presentation material, including a PPT deck, active participation in the workshop, and workshop summaries.
2. Attend Monthly PDT Meetings (additional meetings beyond 6-months; mix of in-person and virtual)

Supplemental Services

Supplemental services are not in the scope of work for this contract. These services will be performed at Owner's request with compensation adjustments. Supplemental services that Owner might choose to add to the scope of services include, but are not limited to, the following items.

1. General
 - a. Safety Assessments
 - b. Security Assessments
 - c. Value Engineering reviews and services.
 - d. 3D modeling
 - e. Establishing a project communications site
 - f. Prequalification of contractors or vendors
 - g. Additional meetings with local, State, or Federal agencies to discuss the project.
 - h. Additional appearances at public hearings or before special boards.
 - i. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.

- j. Structural tests and special inspections responsibilities of the Owner in accordance with applicable code requirements.
- k. Special consultants or independent professional associates requested or authorized by Owner.
- l. Assistance with bid protests and rebidding.
- m. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- n. Additions to an engineering report or other document to update or revise original recommendations.
- o. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
- p. Preparing a Benefit-Cost-Analysis (BCA)
- q. Preparing measured drawings

EXHIBIT A – PART 2
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: **Comprehensive Integrated Water Plan**

City Project Number: **TBD**

Owner: **City of Charleston (City), South Carolina**

Consultant: **Black & Veatch Corporation (BV)**

COMPENSATION

PLANNING AND ENGINEERING SERVICES FOR COMPREHENSIVE INTEGRATED WATER PLAN

For the services outlined in this Contract, the City of Charleston (City) agrees to pay Black & Veatch (BV) as follows:

Task #	Task Name	Total
Task 1	Identification, Qualitative Screening & Performance Pathways	\$88,000
Task 2	Hydrodynamic, Hydraulic & Flood Modeling Support	\$31,000
Task 3	Natural Infrastructure Alt Development & Comparative Eval.	\$41,000
Task 4	Technical Documentation	Deferred
Task 5	Workshop, Site Visits & PDT Engagement	\$25,000
Lump Sum Total		\$185,000

A lump sum amount of \$185,000. The maximum billed for these services shall not exceed this amount without further authorization from the City. Work on these tasks will begin upon execution of the Contract. The costs for the project shall be allocated into phases in accordance with the following:

- A. For supplemental services, a lump sum amount, or bill rates established herein, plus subcontract billings times 1.10 shall be used. Each item of supplemental services shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.
- B. BV shall utilize the invoice format as provided by the City and provide supporting documentation satisfactory to the City for all current billings. BV's monthly progress report, as previously stated, shall accompany each submitted invoice

City of Charleston, South Carolina

Comprehensive Integrated Water Plan – Amendment 6

January 2026

Black & Veatch Corporation

EXHIBIT A Part 3
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: **Comprehensive Integrated Water Plan**

City Project Number: **TBD**

Owner: **City of Charleston (City), South Carolina**

Consultant: **Black & Veatch Corporation (BV)**

DELIVERABLES

1. NI Screening and Performance Pathways Memorandum (Task 1)
2. Workshop Materials
3. GIS Layers and Graphics