DUE TO AN INCREASE IN COVID CASES AND THE OMICRON VARIANT, IT IS STRONGLY RECOMMENDED CITIZENS WATCH THE MEETING ON THE CITY’S YOUTUBE CHANNEL AND PARTICIPATE VIRTUALLY. IF ATTENDING IN PERSON, YOU WILL BE REQUIRED TO SHOW PROOF OF VACCINATION OR A NEGATIVE COVID TEST WITHIN THE PAST 72 HOURS, AND A VALID ID. MASKS MUST BE WORN AT ALL TIMES.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Gregorie

C. Pledge of Allegiance

D. Presentations and Recognitions

E. Public Hearings

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:
   1. January 11, 2022
   2. January 25, 2022

H. Citizens Participation Period

PLEAS 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 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, February 7th:

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, February 7th at 12:00 p.m.

3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

I. Petitions and Communications:

1. Appointments:
   a. Housing Authority for the City of Charleston: Garcia Williams (New appointment)
   b. Commission on Women: Councilmember Caroline Parker (New appointment)
   c. Citizen Police Advisory Council: Reverend Rusty Graves – Mayor’s selection

2. Consider a revised Resolution certifying property located at 94 Sheppard Street (Charleston County TMS No. 460-04-04-086) as an abandoned building site under section 12-67-160 of the South Carolina Code. (Memorandum and Draft Resolution attached).

3. Update on the City’s response to COVID-19 - Mayor John J. Tecklenburg, Tracy McKee, Chief Innovation Officer, and Mary Cummings, RN, Wellness Program Manager

J. Council Communications:

1. Discussion regarding the Vaccine and Mask mandate for attendance in council chambers and city buildings as well as for city employees. (Requested by Councilmember Caroline Parker)

K. Council Committee Reports:

1. Committee on Public Safety: (Meeting was held Monday, February 7, 2022 at 2:00 p.m.)
   a. Discussion regarding Noise Ordinance (Action may or may not be taken)
   b. Approval of contract renewal in the amount of $18,069 between the City of Charleston and Low Country Youth Services for a youth mentorship program to help CPD build relationships with youth and community to prevent crime and promote public safety
   c. Approval of an MOU between CPD and U.S. Department of Veterans Affairs, Ralph H. Johnson VA Health Care System Police Services for purposes of coordinating law
enforcement response to incidents and situations occurring at the Ralph H. Johnson VA Health Care System

d. Report by U.S. Homeland Security Investigations (HSI) on their efforts to combat human trafficking in the Lowcountry through a strategy that implements a victim-centered approach leveraging enhanced partnerships across state, local and non-government organizations.

2. Committee on Public Works and Utilities: (Meeting was held Monday, February 7, 2022 at 4:30 p.m.)

   a. Acceptances and Dedications of Rights-of-Way and Easements:

      (i) Authorization to notify SCDOT that the City will accept maintenance of 5,152 LF of a 5’ concrete sidewalk and a 20’ boardwalk to be constructed within the r/w of Bear Swamp Road (S-10-384).

   b. Public Service Department Update:

      (i) Update on the new Public Works Facility

   c. Stormwater Management Department Update:

      (i) Medical District Tunnel Extension at Ehrhardt St – Recommend Approval to award a construction contract with Triad Engineering and Contracting Company in the amount of $12,487,790.00 for the construction of a stormwater tunnel and drop shaft structure that will service a portion of the medical district and will provide a drainage connection between the Medical District and the Spring/Fishburne drainage tunnel network. With the approval of this project budget, Staff is authorized to award/amend contracts less than $40,000.00 to the extent project contingency funds exist in the Council Approved Budget. Approval of this contract will institute a project budget of $17,855,519.00 with $9,964,190.00 coming from a HUD CDBG-MIT Grant and $7,891,320.00 from the Drainage Fund. (A copy of the agreement is included in the February 9th Ways and Means Agenda.)

      (ii) Medical District Tunnel Extension at Ehrhardt St – Recommend Approval of Fee Amendment #4 for $2,482,200.00 with Davis & Floyd to provide construction contract management, construction-phase engineering, assurance and acceptance inspection, sampling, testing, and construction survey verifications. (A copy of the agreement is included in the February 9th Ways and Means Agenda.)

      (iii) Spring/Fishburne Phase 4 – Recommend Approval of the Purchase of a Diesel Generator Set from Blanchard Machinery under State Contract as owner supplied equipment. The funding for this item is included in the Phase 4 Project Budget. (A copy of the agreement is included in the February 9th Ways and Means Agenda.)

3. Committee on Ways and Means:
(Bids and Purchases)

(Parks – Capital Projects: Approval of Ashley Hall Fire Station #16 Renovation Change Order #2 with Satchel Construction, LLC in the amount of $47,005.99 for the removal and replacement of 33 storefront glass units, new side doors at apparatus bay and lounge restroom area, provide and install LVT flooring throughout the living quarters, install kitchen exhaust fan and demo old units in apparatus bay, drywall patching and painting in workout area, and electrical and light outlet alterations. Approval of Change Order #2 will increase the construction contract by $47,005.99 (from $151,726.85 to $198,732.84). The funding source for this project is Land Sales ($430,000).

(Stormwater Management: Approval of Ehrhardt St Tunnel Construction Contract with Triad Engineering and Contracting Company in the amount of $12,487,790 for the construction of a stormwater tunnel and drop shaft structure that will service a portion of the medical district and will provide a drainage connection between the Medical District and the Spring/Fishburne drainage tunnel network. With approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000 to the extent project contingency funds exist in the Council Approved Budget. Approval of this construction contract will institute a project budget of $17,855,519 of which $12,487,790 will be obligated for the contract. Funding for this project is HUD CDBG-MIT Grant ($9,964,190) and Drainage Fund ($7,891,329).

(Stormwater Management: Approval of Ehrhardt St. Tunnel Extension Fee Amendment #4 with Davis and Floyd for $2,482,200 for construction contract management, construction –phase engineering, assurance and acceptance inspection, sampling, testing, and construction survey verification for the Ehrhardt St. Tunnel Extension project. Approval of Fee Amendment #4 will increase the professional services contract by $2,482,200 (from $1,004,740 to $3,486,940). Funding for this project is HUD CDBG-MIT Grant ($9,964,190) and the Drainage Fund ($7,891,329).

(Police Department: Approval of a contract renewal in the amount of $18,069 between the City of Charleston and Low Country Youth Services for a youth mentorship program to help CPD build relationships with youth and the community to prevent crime and promote public safety.

(Police Department: Approval of an MOU between CPD and U.S. Department of Veterans Affairs, Ralph H. Johnson VA Health Care System Police Services for purposes of coordinating law enforcement response to incidents and situations occurring at the Ralph H. Johnson VA Health Care System.

(Budget, Finance, and Revenue Collections: Approval of the attached budget to transfer $800,000 budgeted in 2022 for ARPA grants to grantee specific line items as recommended by the Ad Hoc Budget Committee. There is no budget impact. (Budget to be distributed under separate cover pending Ad Hoc Budget Advisory Committee meeting on February 3, 2022)

(An ordinance authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 459-05-04-116, within the right-of-way shown on drawing D-84107, to permit installation of duct bank to transfer electricity to multiple affordable housing projects, including James Lewis, Jr. Eastside Apartments. The property is owned by the City of Charleston. (Block of Lee Street, Nassau Street, Hanover Street and Cooper Street)
(An ordinance authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 459-05-03-005, within the right-of-way shown on drawing D-84107, to permit installation of duct bank to transfer electricity to multiple affordable housing projects, including James Lewis, Jr. Eastside Apartments. The property is owned by the City of Charleston. (Nassau Street and Lee Street)

(Request the Mayor and City Council approve the sale of the Shires Apartment to Harmony Housing, Inc., a Georgia-based nonprofit organization to re-capitaliz and maintain the units as affordable rental housing for persons or families earning sixty (60%) and below the Area Median Income for a period of not to exceed 30 years. The previous investment the City of Charleston made in the approximate amount of $379k, known as Home Investment Partnerships Program Community Housing Development Organization (CHDO) proceeds awarded by the Department of Housing and Urban Development will be returned to Humanities Housing (CHDO for the Humanities Foundation) CHDO to be reinvested in CHDO eligible housing activities in the City of Charleston. Humanities Foundation will provide the City of Charleston an annual report illustrating where said funds are invested. Please see the attached correspondence from Tracy Doran and information on Harmony Housing.

(Request the Mayor and City Council enter into an Option to Lease with RHG Housing Development, LLC (RHG), the successful bidder for the Johns Island Affordable Housing RFP (Fenwick Properties). RHG proposes to build both rental and for-sale affordable housing on the site. [Ordinance]

(Request approval of the Lease Amendment renewing the lease agreement between Traverse Point, LLC and the City of Charleston, for the lease of the commercial space located at 2093 Executive Hall Road, Charleston, South Carolina. The monthly rent is approximately $6770.10. The space is utilized by CPD. (The property is owned by Traverse Point, LLC; TMS No. 351-01-00-049.)

(Please consider the following annexations:
- 2131 Clayton Drive (0.25 acre) (TMS# 310-12-00-018), West Ashley, (District 11). The property is owned by David William Ogden and Erin Hope Leach-Ogden.
-- 1517 and 1521 Wappoo Drive (0.54 acre), (TMS# 351-12-00-115 and 207), West Ashley, (District 9). The property is owned by Little Dudes LLC and The Dudes Invests LLC.

Give first reading to the following bills from Way and Means:

An ordinance authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 459-05-04-116, within the right-of-way shown on drawing D-84107, to permit installation of duct bank to transfer electricity to multiple affordable housing projects, including James Lewis, Jr. Eastside Apartments.

An ordinance authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 459-05-03-005, within the right-of-way shown on drawing D-84107, to permit installation of duct bank to transfer electricity to multiple affordable housing projects, including James Lewis, Jr. Eastside Apartments.
An ordinance authorizing the Mayor to execute, on behalf of the City of Charleston (“City”) that certain Option to Lease and acquire real property to RHG Housing Development, LLC (“Developer”) the City’s real property, containing 12.647 acres, more or less, and designated as Charleston County TMS No. 346-00-00-004, under which the developer will develop a minimum of 90 affordable residential rental units and 28 affordable for sale units.

An ordinance to provide for the annexation of property known as 2131 Clayton Drive (0.25 acre) (TMS# 310-12-00-018), 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 11. The property is owned by David William Ogden and Erin Hope Leach-Ogden.

An ordinance to provide for the annexation of properties known as 1517 and 1521 Wappoo Drive (0.54 acre) (TMS# 351-12-00-115 and 207), 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 properties are owned by Little Dudes LLC and the Dude Invests LLC.

L. Bills up for Third Reading:

1. An ordinance to repeal and replace Chapter 2 (Administration), Article IV (Boards and Commissions), Division 11 (Special Commission on Equity, Inclusion, and Racial Conciliation) of the Code of the City of Charleston and adopt a new Division 11, Sections 2-206 through 2-210, creating a standing “Human Affairs and Racial Conciliation Commission” and describing its purpose, duties, responsibilities, and organization. (AS AMENDED)

The below Councilmembers have proposed amendments to City Council Agenda Item L-1:

(a) Amendments proposed by Councilmember Peter Shahid (attached)

(b) Amendments proposed by Councilmember Caroline Parker (attached)

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 the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that a portion of 2003 Cherry Hill Lane (Peninsula) (approximately 0.69 acre) (TMS #464-02-00-053) (Council District 4), be rezoned from General Business (GB) classification to Heavy Industrial (HI) classification. The property is owned by Gerald F McMahon.

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 a portion of property on Island Park Drive (Daniel Island) (approximately 0.08 acre) (TMS # 271-00-00-001) (Council District 1), be rezoned from Daniel Island Residential (DI-R) classification to Daniel Island Conservation (DI-C) classification. The property is owned by Daniel Island Golf Club LLC.
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 326 Geddes Avenue (West Ashley) (approximately 0.45 acre) (TMS #350-10-00-138) (Council District 5), annexed into the City of Charleston December 7, 2021 (#2021-177), be zoned Single-Family Residential (SR-1) classification. The property is owned by Megan Elizabeth Moore and Willie Tosh Moore.

4. An ordinance to authorize the Mayor to execute a permanent right-of-way and utility easement to the Commissioners of Public Works as part of the new force main for the Credit One Stadium. (TMS No. 275-00-00-078)

5. An ordinance to provide for the annexation of property known as 2309 Lazy River Drive (0.46 acre) (TMS# 310-14-00-017), 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 Seel Living Trust.

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 portions of 518 E Bay Street and 81 Washington Street (Peninsula) (approximately 0.67 acre) (portions of TMS #459-13-02-011 and 459-13-02-010) (Council District 4), be rezoned from Light Industrial (LI) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification and from 5 Story and WP Old City Height District classifications to 6 Story Old City Height District classification. The properties are owned by Morris Sokol LLC and 530 E Bay LP. (DEFERRED AT THE REQUEST OF THE APPLICANT) (Expires December 21, 2022)

7. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by changing Article 3, Part 4 to add two new sections providing for shared parking. (DEFERRED FOR PUBLIC HEARING) (Expires January 11, 2023)

8. An ordinance to amend Article 2 (Land Use Regulations), Part 4 (Accessory Uses) of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to clarify certain allowed outdoor activities under home occupations. (DEFERRED FOR PUBLIC HEARING) (Expires January 11, 2023)

9. An ordinance to provide for the annexation of property known as 1851 Old Folly Beach Road (0.702 acre) (TMS# 334-05-00-055), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 12. The property is owned by Battery Island Community LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)

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 properties on Cumberland Street, Church Street and Linguard Street (Peninsula) (approximately 0.68 acre) (TMS #458-05-03-089, 090, 091, 093 and 087) (Council District 1), be rezoned from General Business (GB) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification. The property is owned by Cumberland, LLC. (DEFERRED)

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 properties on Cumberland Street, Church Street and Linguard Street (Peninsula) (approximately 0.68 acre) (TMS #458-05-03-089, 090, 091, 093 and 087) (Council District 1), be removed from the Accommodations Overlay Zone. The
property is owned by Cumberland, LLC. (DEFERRED)

12. An ordinance requiring face coverings in certain circumstances in City of Charleston to reduce risk of exposure to COVID-19 during the public health emergency and recovery. (AS AMENDED)(DEFERRED)

13. An ordinance to provide for the annexation of property known as 3255 Maybank Highway (1.64 acre) (TMS# 279-00-00-206), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by GANB LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)

14. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Article 2, Part 3, Table of Permitted Uses to add Utility-Scale Battery Storage Facilities as a principal use category and make this use a permitted use within the Light Industrial and Heavy Industrial Zoning Districts. (DEFERRED)(Expires March 23, 2022)

15. 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)

16. An ordinance to amend Chapter 29, Article VI, Sec. 29-240 of the Code of the City of Charleston pertaining to the procedure of accident reporting. (DEFERRED)

17. An ordinance to amend Article III (Stormwater Management Utility) of Chapter 27 (Stormwater Management and Flood Control) of the Code of the City of Charleston, South Carolina, by eliminating the “Homestead Exemption” in Sec. 27-140(a), applicable to the payment of Stormwater Utility Fees; by deleting Sec. 27-132(j), (k), and (l), which contain certain findings associated with the adoption of the “Homestead Exemption” with respect to Stormwater Utility Fees; and to provide that the elimination of the “Homestead Exemption” in Sec. 27-140(a) shall not apply until January 1, 2020. (DEFERRED FOR PUBLIC HEARING)

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 265, 275, 277, 279 Huger Street, and 581, 583, 585, 587, 589, 591 Meeting Street (Peninsula) (approximately 3.16 acre) (TMS #463-16-04-018, 054 and 055) (Council District 4), be rezoned from General Business (GB) and Diverse Residential (DR-2) classifications to Mixed-Use/Workforce Housing (MU-1/WH) classification. The properties are owned by City of Charleston Housing Authority.

2. An ordinance to amend Part 4 (Accessory Uses) of Article 2 (Land Use Regulations) of the Zoning Ordinance of the City of Charleston, by modifying Sec. 54-214 (Accessory Dwelling Unit) thereof to add a thirty (30) year affordability period for Accessory Dwelling Units and to clarify the existing procedures and requirements for approval of Accessory Dwelling Units. (Expires December 21, 2022) (DEFERRED)

O. Miscellaneous Business:
1. A City Council Workshop regarding the Coastal Flood Risk Management Study will be held Tuesday, February 15, 2022 at 3:00 p.m.

2. The next regular meeting of City Council will be Tuesday, February 22, 2022 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 three business days prior to the meeting.
The Housing Authority of City of Charleston is governed by seven (7) commissioners. These commissioners are selected by the mayor and approved by City Council. The commissioners employ a President/Chief Executive Officer and, through that person, the remaining staff are employed to carry out the duties and responsibilities of the Authority.

Ms. Francis Reeder has decided to retire early. To fill this seat, I recommend the appointment of Ms. Garcia Williams to fill this vacancy. She meets all of the requirements and would be a great asset to the Board.

Due to this vacancy, the following person will complete the unexpired portion of the term:

- Garcia Williams – New Appointment – Commissioner – term expires 01/01/2023
TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor
DATE: February 8, 2022
RE: Commission on Women

The Commission on Women shall be comprised of fifteen (15) members. Individuals from the following groups shall be appointed to the commission; any one member of the commission may be a representative of more than one group: (1) Homemakers; (2) Indignant women; (3) Civic workers; (4) Non-professional working women; (5) women with legal experience; (6) Young Women; (7) Social Service workers; (8) Senior Citizens; (9) Educators. The commission shall include a member city council, appointed but the mayor with the approval of city council.

- Caroline Parker – New Appointment – term expires 2/28/2025
MEMORANDUM

TO: City Councilmembers

FROM: John J. Tecklenburg, Mayor

DATE: February 8, 2022

RE: Citizen Police Advisory Council

The Citizen Police Advisory Council serves to facilitate the involvement of the residents representing neighborhoods and communities in our city in order to improve policing and strengthen the connection between citizens and the Charleston Police Department.

Members will be selected by the mayor and members of City Council. Each City Councilmember will select one member of the Advisory Council, and the mayor will select four members of Advisory Council, along with two high school seniors to represent the city’s youth.

With the exception of the high school seniors, who shall serve a one-year term, all other members of the Advisory Council will serve three-year terms. Initial members may be asked to serve for one- or two-year terms in order to create a sustainable level of membership. Members may serve up to two consecutive terms for a total of up to six years of service before having to leave the Council.

I am recommending the following individual for the Citizen Police Advisory Council:

- Rev. Rusty Graves — Mayor’s selection — term expires 6/30/2024
MEMORANDUM

DATE: January 26, 2022

TO: Mayor Tecklenburg and Members of City Council

FROM: Chip McQueeney, Assistant Corporation Counsel

RE: Certification of Abandoned Building Site at 94 Sheppard Street

On or around February 2, 2021, SSR Investors, LLC (the “Taxpayer”) filed a notice of intent to rehabilitate the existing abandoned building located at 94 Sheppard Street, being part of Charleston County TMS No. 460-04-04-086 (the “Property”), under the South Carolina Abandoned Buildings Revitalization Act (the “Act”). Taxpayer owns the Property, the location of which is shown on Exhibit A. Prior to renovations, the Property included four buildings, with one of the buildings being designated as 94 Sheppard Street (the “Building”). See Ex. A. A copy of Taxpayer’s application for the credit is attached hereto as Exhibit B. The Property lies within Council District 4.

In 2013, the General Assembly passed the Act to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned buildings located in South Carolina. Subject to the terms and conditions of the Act, a taxpayer who rehabilitates an abandoned building is eligible for either (1) a credit against income taxes, corporate license fees, taxes on associations, or insurance premium taxes; or (2) a credit against real property taxes. In this case, the Taxpayer seeks a credit against income taxes, not property taxes. The amount of the credit is based on the amount of rehabilitation expenses incurred for the project.

In seeking the credit against income and other taxes, the Act permits a taxpayer to apply for certification of the abandoned building site made by ordinance or binding resolution of City Council. The certification must include findings that (1) the building is an “abandoned building” under the Act; and (2) the geographic area of the abandoned building site is consistent with the definition of an “abandoned building site” in the Act. If City Council passes such a resolution, then the taxpayer may conclusively rely upon the certification in determining the credit allowed.

To qualify as an “abandoned building,” at least 66% of the space within the Building must have been “closed continuously to business or otherwise nonoperational for income producing purposes” for a period of at least 5 years prior to the taxpayer filing a notice of intent to rehabilitate. In the present case, the Taxpayer submitted an email from Dominion Energy, confirming that the Building did not have an active power account between June 10, 2002 and March 30, 2021.

A “building site” includes the abandoned building, the parcel of land upon which the abandoned building is located, and other improvements located on the parcel. The building site is shown as Lot D on the plat recorded in Plat Book DC at Page 872 in the ROD Office for Charleston County, South Carolina.
Although a property owner may also seek a credit against real property taxes under the Act, such an application would require additional findings by City Council. For instance, City Council would need evidence as to whether the application meets the purposes of the Act and whether the rehabilitation expenses are eligible for a credit under the Act.

Here, the Taxpayer seeks a credit against income and other taxes. Under these circumstances, the South Carolina Department of Revenue will be required to address these issues. As a result, section 2 of the resolution submitted to City Council emphasizes that it “provides no tax relief whatsoever, and the City expresses no opinion regarding the availability of tax relief to the Taxpayer beyond the certification contained herein.”

To the extent the Taxpayer later seeks a property tax credit, the Taxpayer would need to submit additional evidence addressing these issues before City Council would consider whether to grant the application.

Thank you for your consideration. Please let me know if you have any questions or concerns.

[Signature]
Daniel S. ("Chip") McQueeny, Jr.
EXHIBIT B

South Carolina Department of Revenue
Abandon Building Credit Notice
Research and Forms Department

SSR Investors, LLC
1708-C Augusta Street #322
Greenville, SC 29605

February 2, 2021

South Carolina Department of Revenue
Abandoned Building Credit Notice
Research and Forms Department
taxtech@dor.sc.gov
P. O. Box 125
Columbia, SC 29214-0019

Re: SSR Investors, LLC - Notice of Intent to Rehabilitate – 94 Sheppard Street, Charleston, SC 29403

Dear Madam or Sir:

Pursuant to Section 12-67-140(B)(l) of the South Carolina Code of Laws, 1976, as amended (the "Code"), this Notice of Intent to Rehabilitate (this "Notice") is hereby submitted to the Department in order for SSR Investors, LLC, (the "Company") to claim certain state income tax credits under Section 12-67-140(A)(1) of the Code for proposed rehabilitation expenses to be incurred in connection with the Company’s acquisition and redevelopment of the real property and improvements located at 94 Sheppard Street Charleston, South Carolina (the "Property"). As required by Section 12-67-120(7) of the Code, the Company hereby provides the following information in this Notice:

1. **Location.** As indicated above, the proposed building site (the “Building Site”) has a physical street address of 94 Sheppard Street Charleston, South Carolina 29403. The property consists of one parcel with tax map number 4600404086.

2. **Acreage.** The Property contains 0.2354 acres.

3. **Existing Building’s Square Footage.** The existing Building’s square footage is 2,600 square feet and is comprised of a two-story residential home.

4. **Estimated Expenses.** The Company estimates that its rehabilitation expenses for redevelopment of the building site will be $900,000.
5. **Construction.** The Company intends to renovate the existing building located on the Property and perform site work improvements.

If you have any questions concerning the foregoing or need anything further, please contact me at (703) 282-4777 or mnorville@atlanticsouthdevelopment.com.

Sincerely,

SSR Investors, LLC, a South Carolina limited liability company

By: [Signature]

Name: E. Mitchell Norville
Title: Managing Partner
RESOLUTION NO. _________

A RESOLUTION CERTIFYING PROPERTY LOCATED AT 94 SHEPPARD STREET (CHARLESTON COUNTY TMS NO. 460-04-04-086) AS AN ABANDONED BUILDING SITE UNDER SECTION 12-67-160 OF THE SOUTH CAROLINA CODE

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act, codified at sections 12-67-100 to -160 of the South Carolina Code, (the “Act”) creates an incentive for the rehabilitation, renovation, and redevelopment of abandoned buildings located in South Carolina;

WHEREAS, section 12-67-140(A)(1) of the South Carolina Code sets forth certain conditions under which a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, corporate license fees, and insurance premium taxes, or a combination thereof;

WHEREAS, section 12-67-160(A) of the South Carolina Code provides that a taxpayer may apply to the municipality in which an abandoned building is located for a certification of the abandoned building site made by ordinance or binding resolution of the governing body of the municipality;

WHEREAS, SSR Investors, LLC (the “Taxpayer”) owns certain real property located at 94 Sheppard Street, being designated as Charleston County TMS No. 460-04-04-086, containing one (1) building, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Building Site”);

WHEREAS, Taxpayer desires to rehabilitate the Building Site, which is located within the municipal limits of the City of Charleston (the “City”);

WHEREAS, pursuant to section 12-67-140(A)(1) of the South Carolina Code, on February 3, 2021, Taxpayer filed a Notice of Intent to Rehabilitate with the South Carolina Department of Revenue in order to claim certain income tax credits for Taxpayer’s rehabilitation of the Building Site; and

WHEREAS, pursuant to section 12-67-160(A) of the South Carolina Code, Taxpayer now requests that the City certify the Building Site as an abandoned building site as defined by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

Section 1. Based on information supplied by Taxpayer, the City hereby certifies that (i) the Building Site constitutes an abandoned building as defined by section 12-67-120(1) of the South
Carolina Code; and (ii) the geographic area of the Building Site is consistent with section 12-67-120(2) of the South Carolina Code.

Section 2. This Resolution provides no tax relief whatsoever, and the City expresses no opinion regarding the availability of tax relief to the Taxpayer beyond the certification contained herein.

Section 3. This Resolution does not provide any approvals or permits for the project. The Taxpayer is required to obtain all necessary approvals and permits for the project from the City pursuant to the City's ordinances.

Section 4. This Resolution shall become effective upon the date of enactment.

PASSED AND APPROVED, this _____ day of ________________, 2022.

________________________________________
John J. Tecklenburg, Mayor
City of Charleston

ATTEST:

________________________________________
Jennifer Cook
Interim Clerk of Council
Exhibit A

LEGAL DESCRIPTION

All that piece, parcel or lot of land, with the buildings and improvements thereon, shown and described as “LOT D, 4549 SQ FT, 0.1044 AC,” on that certain plat entitled, “A BOUNDARY SURVEY OF THE LANDS OF LOWCOUNTRY MARKETING GROUP, LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” by Robert L. Frank (SCRLS No. 4177), dated April 9, 2001, revised June 5, 2001, and recorded August 2, 2001, in Plat Book DC at Page 872 in the ROD Office for Charleston County, South Carolina, said piece, parcel or lot of land having such size, shape, dimensions, butts and bounds as are shown on said plat.
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

AGREEMENT BETWEEN THE CITY OF CHARLESTON  
AND LOWCOUNTRY YOUTH SERVICES

THIS AGREEMENT is entered into this ____ day of ______, 2022  
between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Lowcountry Youth Services (hereinafter referred to as the "Contractor").

WHEREAS, Provider is an organization charged with introducing youth to positive mentors and building relationships to model positive behaviors/attitudes within the community and with law enforcement; and,

WHEREAS, the City through the Charleston Police Department (CPD) provides law enforcement services to the citizens of Charleston; and,

WHEREAS, the Parties have a common goal of bridging the gap between the community and law enforcement, youth mentorship, preventing crime, and promoting public safety for our citizens and visitors to our City; and,

WHEREAS, the Parties believe that entering within this agreement will help build relationships with the youth and community in an effort to prevent crime and promote public safety for our citizens and visitors to our City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§ 1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish any required goods and/or services in accordance with the Lowcountry Youth Services Community Pods Proposal attached and incorporated herein as Exhibit A.

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as set forth in Exhibit A. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.
2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement and is competent and able to provide professional and high quality services to the City in accordance with this agreement.

3. The Contractor shall bill only for work as outlined in Exhibit A. No additional work shall be performed unless agreed upon in writing. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor’s performance of such requested additional work.

4. Provider and the City will review progress made towards Outputs and Measurements of Success as outlined in Exhibit A on a quarterly basis.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines that the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

The total amount of compensation shall not exceed that which is outlined in Exhibit A provided that the total amount of compensation may be less than the total budget dependent on the number of youth participating in the program.

Provider shall invoice City on a quarterly basis. City shall pay invoices within 30 days after receipt.

Contractor must submit an original invoice for each payment request to the City of Charleston Police Department in care of Cassandra Payton, 180 Lockwood Blvd., Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of
subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees 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 the Contractor, 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 by the Contractor to
indemnify the City 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, Contractor 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.

§7. INSURANCE REQUIREMENTS Contractor shall maintain general liability insurance coverage in the amount of $600,000.

§8. 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 employees 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.

§9. TERMINATION

*For Convenience:* The City reserves the right to terminate this Agreement when it is in the best interests of the City, including but not limited to the non-appropriation of funds. If the Agreement is so terminated, the City shall provide the Contractor with sixty (60) days written notice. No costs shall be allowed for a termination of convenience. No damages shall be allowed for a termination of convenience.

*For Default:* If the Contractor fails to comply with the terms of the Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within sixty (60) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.

§10. 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.
§11. 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:

City of Charleston:

City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston Police Department
180 Lockwood Blvd.
Charleston, SC 29401

Lowcountry Youth Services:

Rezaaun V. Lewis
Executive Director
P.O. Box 62216
North Charleston, SC 29419

§12. MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City shall not be bound by any change in this Agreement unless approved in writing by the City.

§13. 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.

§14. 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.
§15. 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.

§16. 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.

§17. 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 subcontractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. 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.

§19. 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.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.
§21. BACKGROUND CHECK

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

§22. 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 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9.0%) 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.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

John J. Tecklenburg, Mayor

[Signature]

Date

Chito Walker, Deputy Chief of Police

[Signature]

Date

WITNESS FOR CONTRACTOR:

Rezsaun V. Lewis, Executive Director

[Signature]

Date
Lowcountry Youth Services

Community Pods Proposal (Adjusted)

This proposal is the intellectual property of Lowcountry Youth Services and cannot be used in whole or in part by any other entity without the expressed written approval of ReZsaun Lewis or Lowcountry Youth Services.

Partners:

- Lowcountry Youth Services
- City of Charleston PD
- Lowcountry Black Parents Association
- SC Mentors Technical Assistance
- R3 Mentoring
- 100 Black Men of Charleston

Inputs:

- LYS Staff
- Volunteers
- Police Officers
- Meeting Location
- Curriculum
- Youth from Individual Communities (30)

Outputs:

- Kids are connected to positive atmosphere (mentors, peers, community)
- Improved relationship between kids, community & Police
- Kids are more aware of positive ways to impact community.

Measurements of Success

- Youth are attending consistently
- Reduction in negative police interaction with attendees of pods
- Increased positive feelings from members about their potential for future success

...
Activities:

2 Monthly Interactions

- **1 – Pod Meeting**
  - Designed for facilitating training and conversations centered on subjects specific to the youth and focused in three key areas (topics are a few of many we could use)
    - Building Positive Relationships
      - Anti-Bullying
      - Identifying positive relationships
      - Coping with traumatic situations
    - The Me I Want to Be
      - Self-Love/Appreciation
      - Overcoming Obstacles
      - Drug Awareness/Use Prevention
      - Making Wise Choices
    - College and Career Readiness
      - Study Skills
      - Identifying and pursuing your dream career
      - Communicating with teachers and school personnel
- **1 – Service Opportunity or Fun Outing (We will have a schedule which alternates between the two activities)**
  - Service Opportunities
    - These are opportunities to get the attendees together to complete a volunteer activity in their community. These opportunities will allow them to see themselves as members of the community and change the way the community sees them.
      - Types of activities
        - Neighborhood clean ups
        - Helping an elderly neighbor with landscaping or housing needs
        - Re-stocking a food pantry
        - Clothing drives
    - Fun Outings (carrot on the stick)
      - These are activities that allow young people to just let their hair hang out and have some fun.
      - Types of activities
        - Sports Days
        - Attending games/concerts/theater plays
        - Cookouts
        - Game Trucks
        - Board Game Days
        - Offsite trips
          - • • •
Total Budget Considerations $24,092

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<tr>
<th>Item</th>
<th>Calculation</th>
<th>Cost</th>
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<tr>
<td><strong>Staff</strong></td>
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<tr>
<td>• Executive Director</td>
<td>Hourly Salary x # of hours</td>
<td>$12,392</td>
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<tr>
<td>• Program Director</td>
<td>(Each interaction requires 6 hours of staff hours)</td>
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<tr>
<td>• Meeting Facilitator</td>
<td>24 Interactions yearly = 144 hours/staff member</td>
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<tr>
<td><strong>Materials</strong></td>
<td>$150/attendee</td>
<td>$4,500</td>
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<td>(Expected Capacity = 30 members/pod)</td>
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<tr>
<td><strong>Food/Snacks</strong></td>
<td>$5/member/interaction</td>
<td>$3,600</td>
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<tr>
<td></td>
<td>24 Interactions yearly</td>
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<tr>
<td></td>
<td>30 members/pod</td>
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<td><strong>Fun Outings/Experiences</strong></td>
<td>$20/member/outing</td>
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<td>6 Outings yearly</td>
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<td><strong>Total Cost</strong></td>
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<td><strong>Costs Covered by LENS</strong></td>
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MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, RALPH H. JOHNSON
VA HEALTH CARE SYSTEM
AND
CITY OF CHARLESTON POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Ralph H. Johnson VA Health Care System (RHJ VAHCS) and the City of Charleston Police Department, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the RHJ VAHCS Police Service and City of Charleston Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at RHJ VAHCS located at 109 Bee Street, Charleston, SC 29401.

2. REFERENCES.
   a) VA Directive 0730, Security and Law Enforcement, 12 December 2012
   b) VA Handbook 0730, Security and Law Enforcement, 11 August 2000

3. GENERAL.
   a. RHJ VAHCS hospital, also known as Charleston VA Medical Center, is located in the City of Charleston, SC. RHJ VAHCS provides primary, specialty, and extended care to Veterans throughout Charleston. The mission of the RHJ VAHCS is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

   b. The City of Charleston Police has concurrent jurisdiction with the Federal Government over RHJ VAHCS hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on RHJ VAHCS properties.

4. RESPONSIBILITIES.
   a. RHJ VAHCS Police Service will:
      
      (1) Maintain law and order and enforce Federal and state laws and VA regulations at the RHJ VAHCS, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.
(2) Provide primary initial response to any and all incidents or emergency situations at the RHJ VAHCS.

b. City of Charleston Police Department will:

(1) Respond to RHJ VAHCS Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the RHJ VAHCS hospital on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Charleston Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the City of Charleston.

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, City of Charleston Police Department may provide investigative assistance to RHJ VAHCS Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis
Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION

a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS RALPH H. JOHNSON VA HEALTH CARE SYSTEM

Gary L. Hunter  
Chief of Police, U.S. Dept. Veterans Affairs  
RHJ VA Health Care System  

Scott E. Isaacks, FACHE  
Director, RHJ VA Health Care System  

1/21/2022  
Date

FOR CITY OF CHARLESTON

John J. Tecklenburg  
Mayor, City of Charleston  

Luther T. Reynolds  
Chief of Police, City of Charleston  

1/28/2022  
Date
February 1, 2022

Mr. Michael Black, PE
District Maintenance Engineer
SCDOT District 6
6355 Fain Street
North Charleston, SC 29405

Subject: Maintenance of 5,152 LF of 5’ concrete sidewalk and a 20’ boardwalk in the r/w of Bear Swamp Road (S-10-384)

Dear Mr. Black:

This letter concerns the proposed 5’ concrete sidewalk and 20’ boardwalk to be constructed within the SCDOT right-of-way shown on the attached drawings on Bear Swamp Road (S-10-384).

The City Council of Charleston, at its meeting held February 8, 2022 agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at 843-724-3777 or obrient@charleston-sc.gov

Sincerely,

[Signature]
Thomas F. O’Brien
Director of Public Service

CC: Rodney Porter, Parks Department; Adriana Carson, HLA; Brian Pokrant, GIS Analyst
January 11, 2022

City of Charleston—Public Service
Mr. Thomas F. O’Brien
Director of Public Service
2 George Street, Suite 2100
Charleston, SC 29401

Dear Tom,

I am working with Long Savanah on the sidewalk improvements along Bear Swamp Road which is one of the improvements required under the Development Agreement between Long Savannah Land Company and the City of Charleston. One of the required improvements that was important to the Red Top Community is to install a sidewalk that will connect the City Park to the Red Top Community and Bees Ferry Road. The Development Agreement memorialized this commitment along with the annexation of the Long Savannah Development into the City Limits and the creation of the City Park at the end of Bear Swamp Road.

The Development Agreement also requires that the sidewalk be located within the SCDOT R/W “without disruption of existing property lines. Over the past several months we have worked closely with SCDOT to design the sidewalk improvements. While they have agreed to allow the installation within the existing 66’ right of way, they are not willing to accept maintenance of the sidewalk. In order for SCDOT to approve the encroachment permit, we will need a sidewalk maintenance letter from the City of Charleston.

Below is a description of what we are proposing:

Installation of a 5-foot wide by 5,152 linear feet long concrete sidewalk and a 20’ boardwalk to be constructed within the SCDOT right-of-way at Bear Swamp Road(S-10-384)

Please let me know if you have any questions. Thank you.

Sincerely,

Adriana B. Carson
Senior Project Manager
CHARLESTON COUNTY, SOUTH CAROLINA

BEAR SWAMP ROAD

FOR

SIDEWALK EXHIBIT

NOTES
TO REPEAL AND REPLACE CHAPTER 2 (ADMINISTRATION), ARTICLE IV (BOARDS AND COMMISSIONS), DIVISION 11 (SPECIAL COMMISSION ON EQUITY, INCLUSION, AND RACIAL CONCILIATION) OF THE CODE OF THE CITY OF CHARLESTON AND ADOPT A NEW DIVISION 11, SECTIONS 2-206 THROUGH 2-210, CREATING A STANDING “HUMAN AFFAIRS AND RACIAL CONCILIATION COMMISSION” AND DESCRIBING ITS PURPOSE, DUTIES, RESPONSIBILITIES, AND ORGANIZATION. (AS AMENDED)

PREAMBLE

When Martin Luther King Jr. spoke at Marietta (Ohio) College on March 2, 1967, he ended with words from his classic "I Have a Dream" speech: "We will be able to hew out of the mountain of despair a stone of hope." Dr. King would rekindle hope by helping America and its leaders define and proclaim a new unifying quest that transcends temporal tumult. His words and life's example show all of us the power of a clear vision of a common good persistently pursued with patience and fortitude. Progress is possible only with change. To change anything, we must change ourselves. It is time to look and really see; listen and really hear; talk and have something important to say.

After the murder of George Floyd in the Summer of 2020, this country was forced to grapple not only with a pandemic but with the aftermath of centuries of racial injustice. The City of Charleston decided it was time to clearly see and address the role local government played and continues to play in creating racial inequities. Mayor John Tecklenburg and City Council voted on June 9, 2020, to create the Special Commission on Equity, Inclusion, and Racial Conciliation (SCEIRC). This Commission was charged with making the city's Apology for Slavery and Jim Crow more than just a promise, but rather a commitment to revealing and dismantling systemic racism through policy-level change.

SCEIRC was first given ninety days to develop a plan toward the creation of a racially equitable Charleston. However, the group spent well over a year meeting, discussing and developing recommendations for Council due to the enormity of the task at hand. The focus was on the creation of measurable outcomes, promotion of greater accountability, and coordination of community-wide efforts to achieve racial equity in the community.
Using the report generated by Avery Research Center: "The State of Racial Disparities in Charleston County Disparities Report" as a guide, the commission created seven subcommittees: (1) Criminal Justice; (2) Economic Empowerment; (3) Health Disparities and Environmental Justice; (4) History and Culture; (5) Housing and Mobility; (6) Internal Review; and (7) Youth and Education. City of Charleston staff from a variety of departments assisted with administrative support and provided immeasurable guidance. In all, the subcommittee chairs conducted 68 individual subcommittee meetings and the larger commission conducted 14 of its own meetings.

The effort culminated in a Final Report comprising over 125 recommendations which was presented to City Council in August of 2020. Following a brief presentation, the motion to receive the report and forward it to the appropriate standing committees for further consideration failed. Mayor Tecklenburg received the report on behalf of his office and forwarded it to the appropriate standing committees. The recommendations of the Commission are intended to create a path forward for the city toward positive change with input from the Mayor, Council members and citizens. By affirming the creation of this standing Commission, to be called the Human Affairs and Racial Conciliation Commission, this Council will not only acknowledge the work put into this report, but also ensure that its stated purpose, to eliminate the vestiges of Jim Crow and slavery in our City, is heard and fulfilled with patience and fortitude. Success for all today depends upon the ability to adapt and change.

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

Section 1. Chapter 2, Article IV, Division 11 of the Code of the City of Charleston is hereby repealed and replaced as shown by the language that is stricken which shall read as, as amended, as follows:

"DIVISION 11. — "HUMAN AFFAIRS AND RACIAL CONCILIATION COMMISSION."

Section 2. Chapter 2 of the Code of the City of Charleston is hereby amended as shown by the language that is stricken which shall read as follows:

"Sec. 2-206. - Establishment.

There is hereby established a standing Commission to be called the "City of Charleston Human Affairs and Racial Conciliation Commission. (hereinafter "HARCC")"

Section 3. Chapter 2 of the Code of the City of Charleston is repealed and replaced with the following:

"Sec. 2-207. - Purpose."
The purpose of HARCC is to promote equity, inclusion, and racial conciliation through meetings, presentations, and research regarding all forms of institutional and community discrimination and assist in implementing any recommendations from the Mayor and Council through its standing committees to the public, assist with education and implementation of any directive from Council.

HARCC will prioritize racial equity and will work with city government and partner with outside agencies, in an effort to encourage and ensure diversity, fairness, equity, and inclusion throughout the city.”

HARCC will act in an advisory role to the Mayor, City Council and City Departments in the duties and responsibilities outlined in Sec.2-208. Nothing in the ordinance authorizes HARCC to enact, implement, or mandate, any laws, policies, or procedures.

Section 4. Chapter 2 of the Code of the City of Charleston is hereby repealed and replaced with following:

“Sec. 2-208. – Duties and Responsibilities.

1. Provide recommendations to the Mayor and City Council on development of a racial equity framework that will serve as a tool and processes to analyze, influence, and improve internal decision-making in a way that supports racial equity within the City as an organization and through its services;

2. Assist city staff and participate in conjunction with the City in public engagement, education and outreach activities that promote equity, inclusion, racial conciliation, and engagement;

3. Provide educational and outreach support to established programs and organizations in the community to promote a more inclusive and equitable city;

4. Identify and provide active assistance toward training and resources to educate community members about the importance of and helpful guidance toward respectful and meaningful conversation;

5. Provide any needed resources and support to city’s office of Equity, Inclusion, and Racial Conciliation;

6. Work with City staff toward the development of a strategic outreach plan to engage a broad spectrum of community members to provide input to the Mayor and City Council;

7. At the direction of the Mayor and Council, meet and collaborate with community partners such as educational institutions, civil rights organizations, business organizations, local Chambers of Commerce,
Charleston Regional Development Alliance, and Lowcountry Local First for input and assistance toward its goals;

8. They will fully vet whether to become a Community Relations Council in partnership with SC Human Affairs Commission.

9. Report annually to the City Council on the status of its work, its recommendations, and any activities related to carrying out the duties and responsibilities of the Commission on Equity, Inclusion, and Racial Conciliation;

10. Assist in the review and provide recommendations in any other areas of equity, inclusion, and racial conciliation, as needed, and engage the Mayor and City Council as needed in furtherance of the welfare of the city; and

11. At the direction of the Mayor and Council, carry out any other issue that they deem necessary to carry out its duties, and responsibilities.

Section 5. Chapter 2 of the Code of the City of Charleston is hereby repealed and replaced with the following:

"Sec. 2-209. - Organization.

(a) Membership. The Mayor shall appoint four (4) city councilmembers and five (5) members of the community to the Commission for staggered two-year terms.

(b) Management. The Commission shall be supported by the City’s Manager of Equity, Inclusion, and Racial Conciliation and other City staff and consultants as needed.

(c) Subcommittees. The Commission will have the authority to designate subcommittees on matters including but not limited to housing, health care, criminal justice, small business and economic development, and communications.

(d) Meetings and minutes. The Commission shall establish a regular time and place of meeting and shall hold at least one regular meeting every month. For purpose of action, a quorum of the Commission shall consist of five (5) members of the commission in attendance. The Commission shall keep a written record of its proceedings and file the record with the Clerk or Council after the completion of any meeting."

(e) Procedure. The Commission shall make and alter rules governing its organization and procedures that are not inconsistent with any city ordinance or Roberts Rules of Order.
(f) **Periodic Review by Council.** Council shall have the opportunity to review and reauthorize HARCC every three (3) years to ensure that it is meeting its goals and objectives and make amendments as necessary.

(g) **Transition Period of New Members.** Upon appointment of new members, a transition period of ninety (90) days wherein the outgoing members are to advise, brief and update the incoming members on any old, ongoing and new business of HARCC.

**Section 6.** Chapter 2 of the Code of the City of Charleston is hereby repealed and replaced with the following:

"Sec. 2-210. - Intragovernmental relations. All City departments shall cooperate with and provide any needed information to HARCC in the performance of its duties."

**Section 7.** This Ordinance shall become effective upon ratification.

Ratified in City Council Chambers this_______
Day of ________________, 2022, in the___ year of
the Independence of the United States of America.

__________________________________________
John J. Tecklenburg, Mayor

__________________________________________
(ATTEST) Jennifer Cook
Clerk of Council
Proposed Amendments to the Human Affairs and Racial Conciliation Commission. (February 1, 2022).

Amendment #1:
Amend the first paragraph of 2-207 to read: The purpose of HARCC is to promote equity, inclusion, and racial conciliation through meetings, presentations, and research regarding all forms of institutional and community discrimination and assist in implementing any recommendations from the Mayor and Council through its standing committees to the public, assist with education and implementation of any directive from Council. Equity, for the purposes of HARCC's duties and responsibilities, shall be defined as the guarantee of fair treatment, access, opportunity, and advancement while at the same time striving to identify and eliminate barriers that have prevented the full participation of some groups.

Amendment #2:
Add to 2-207: HARCC is under no obligation to use the EIRC Commission Report as a blueprint, framework or path forward. Notwithstanding, within the first 5 months from the first duly called meeting of the HARCC, it shall review the EIRC report and submit those recommendations HARCC believes will best achieve equity, inclusion, and racial conciliation in accordance with the approved 10 year City Plan and all other relevant sources.

Amendment #3:
Add to 2-207: All recommendations to Council shall adhere to the principles of equity, inclusion and equal opportunity in accordance with City, State and Federal nondiscrimination laws and the protective classes therein. This provision is not intended to restrict HARCC's ability to make recommendations to Council for changes to existing laws where there may be unintended discrimination against a protected Class.

Amendment #4:
Add to 2-207: HARCC is to pursue initiatives that honor the contributions of those who were enslaved; ameliorating the remaining vestiges of slavery and Jim Crow era laws; changing our local government to reflect equity and inclusion for all people.
Amendment #5:
Add to 2-207: HARCC is not a blueprint to implement all the recommendations in the Special Commission report nor will it advocate to defund the police, provide cash reparations, teach critical race theory, or advocate to violate the South Carolina Heritage Act.

Amendment #6:
Amend Section 2-209 a to read as follows:
The HARCC shall consist of 13 members, three (3) of which shall be members of city council and the remaining ten (10) appointees shall be members of the community. Each Council member who was not appointed to be a member of the Commission and the Mayor, shall each nominate one community member, subject to approval by Council. All nominees will be properly vetted and approved by Council consistent with the principles set forth for appointments to other standing City commissions and committees.

Amendment #7:
Last paragraph of the preamble, fifth sentence to be amended as follows: The recommendations of the Commission were intended to create a path forward for the City toward positive change with input from the Mayor, Council members and citizens.

Amendment #8:
Amend Section 4, 2-208: Duties and Responsibilities, 9 as follows-
... and any activities related to carrying out the duties and responsibilities of the HARCC.
Explanation of Amendments to the Ordinance Establishing the Human Affairs and Racial Conciliation Commission

**Overall Purpose:** To provide clarity by unequivocally establishing that this is truly a new commission and that the divisive recommendations of the previous commission’s report are fully rejected.

**Amendment 1: Purpose of Changes to the Preamble:** The preamble refers to the recommendations of the old commission as “a path forward for the city...”. This undermines claims that this is a new commission. Therefore, we should change the preamble in order to decouple the new commission from the old one.

Amend the following portion of the 5th paragraph of the preamble to read: “Mayor Tecklenburg received the report on behalf of his office and forwarded it to the appropriate standing committees. The recommendations of the Commission are intended to create a path forward for the city toward positive change with input from the Mayor, Council members and citizens. By affirming the creation of this standing Commission, to be called the Human Affairs and Racial Conciliation Commission, this Council will not only acknowledge the work put into this report, but also ensure that its stated purpose, to eliminate the vestiges of Jim Crow and slavery in our City, is heard and fulfilled with patience and fortitude.”

**Amendment 2: Purpose of Adding New Language to Section 2-207:** Critical Race Theory is a viewpoint and therefore, to address it, the term must be defined.

Amend Sec. 2-207 to Add: “Critical Race Theory”, for the purposes of HARCC, is defined as the idea that many U.S. institutions are built on and enforce systemic racism and oppression and includes relegating U.S. history to a struggle between two groups: oppressors and the oppressed.

**Amendments 3 thru 9: Purpose of Adding the Following Subsections to Sec. 2-208:** There has been much confusion as to what council is supporting. The following series of amendments make it clear to the public that the controversial recommendations of the report, such as Critical Race Theory in our schools and government, will not be considered by any of the standing committees nor this new commission.

[Amendment 3] Add a New Subsection to Sec. 2-208 to Read: The Commission shall not advance nor facilitate in any manner policies or recommendations which embrace the tenets of Critical Race Theory.

[Amendment 4] Add a New Subsection to Sec. 2-208 to Read: The Commission shall not advance nor facilitate in any manner policies or recommendations which support reparations.

[Amendment 5] Add a New Subsection to Sec. 2-208 to Read: The Commission shall not advance nor facilitate in any manner policies or recommendations which end cash bail.

[Amendment 6] Add a New Subsection to Sec. 2-208 to Read: The Commission shall not advance nor facilitate in any manner policies or recommendations which reallocate resources from our police.

[Amendment 7] Add a New Subsection to Sec. 2-208 to Read: The Commission shall not advance nor facilitate in any manner policies or recommendations which support, facilitate, or consider historical monument removal.
[Amendment 8] Add a New Subsection to Sec. 2-208 to Read: The Commission shall not advance nor facilitate in any manner policies or recommendations which discriminate based on race.

[Amendment 9] Add a New Subsection to Sec. 2-208 to Read: All recommendations in the August 2021 report of the Special Commission on Equity, Inclusion, and Racial Conciliation which support ending cash bail, reallocating resources from the police, historical monument removal, Critical Race Theory, and reparations are hereby abrogated and removed from consideration by the standing committees.

Amendment 10: Purpose of Adding a New Subsection to Sec. 2-208: A criticism that I have heard from people across the political spectrum is that the previous Commission lacked proper boundaries. Additionally, citizens have voiced concerns that the commission may interfere with education policy in the public schools. For these reasons, the purview of the commission should be limited to those areas over which council has jurisdiction.

Add New Subsection to Sec. 2-208 to Read: The purview of the Commission shall include only those areas within the jurisdiction of City Council.

Amendment 11: Purpose of Changing Sec. 2-209(a): For this to truly be a new commission it should have new members.

Amend Sec. 2-209(a) to add the following language: Appointees to the Commission or its subcommittees, shall not have previously been appointed to the Special Commission on Equity, Inclusion and Racial Conciliation or any of its subcommittees. The foregoing requirement shall not apply to elected members of council.

Amendment 12: Purpose of Changing Sec. 2-209(a): To ensure recommendations will likely create unity and broad-based support from the Charleston community, at least two-thirds of all commission members must agree in order to make a recommendation.

Amend Sec. 2-209(a) to add the following language: For the Commission to make a recommendation, a proposal must have the support of at least a two-thirds majority of all members of the Commission.

In Summary: These changes will provide clarity for the public and foster broader support for this commission and its mission.
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 265, 275, 277, 279 HUGER STREET, AND 581, 583, 585, 587, 589, 591 MEETING STREET (PENINSULA) (APPROXIMATELY 3.16 ACRE) (TMS #463-16-04-018, 054 AND 055) (COUNCIL DISTRICT 4), BE REZONED FROM GENERAL BUSINESS (GB) AND DIVERSE RESIDENTIAL (DR-2) CLASSIFICATIONS TO MIXED-USE/WORKFORCE HOUSING (MU-1/WH) CLASSIFICATION. THE PROPERTIES ARE OWNED BY CITY OF CHARLESTON HOUSING AUTHORITY.

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 properties described in Section 2 hereof by changing the zoning designation from General Business (GB) and Diverse Residential (DR-2) classifications to Mixed-Use/Workforce Housing (MU-1/WH) classification.

Section 2. The properties to be rezoned are described as follows:
265, 275, 277, 279 Huger Street, and 581, 583, 585, 587, 589, 591 Meeting Street (Peninsula) (approximately 3.16 acres) (TMS #463-16-04-018, 054 and 055)

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:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council
City of Charleston Zoning Map

REZONING

265, 275, 277, 279 Huger St, and 581, 583, 585, 587, 589, 591 Meeting St (East Central Peninsula) TMS # 4631604018, 054 & 055 — approx. 3.16 ac.

Request rezoning of subject properties from Diverse Residential (DR-2) and General Business (GB) to Mixed-Use Workforce Housing (MU-1/WH).

Owner: City of Charleston Housing Authority
Applicant: Bello Garris Architects