COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Parker

2. Approval of Minutes:
   February 9, 2022

3. Bids and Purchases

4. Budget and Finance Revenue Collections: An ordinance providing for the issuance and sale of a not exceeding $14,600,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2022, of the City of Charleston, South Carolina, and other matters relating thereto.

5. Fire Department: Approval to submit after-the-fact the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for $4,526,172 for 15 firefighter positions over 3 years to staff a ladder company on Johns Island. Due to time constraints, this grant was submitted on February 3, 2022. There is no match required.

6. Housing and Community Development: Request the Mayor and City Council approve $126,618 in 2020 program year HOPWA funding for the rehabilitation of two (2) rental apartments located at 60 Nassau Street and owned by St. Luke Reformed Episcopal Church. The apartments will be dedicated to affordable rental housing for thirty (30) years. The partnership with Roper Hospital Inc., is twenty (20) years and will serve persons or households with HIV/Aids.

7. Police Department: Approval to submit an application for the FFY22 SCDPS SRO Grant for funding for two School Resource Officers in connection with Charleston County School District in the amount of $186,756.60. The amount will cover salary and fringe benefits for the two officers. This is an annual renewal. This application is due on February 25, 2022. There is no match required for this grant.

8. Stormwater Management: Approval of Low Battery Seawall Repairs - Phase II Change Order #7 with Gulf Stream Construction Company, Inc., in the amount of $73,258.51 for additional repairs and concrete sheet pile repairs. Approval of Change Order #7 will increase the construction contract by $73,258.51 (from $11,998,112.91 to $12,071,371.42). Funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), and Charleston County Accommodations Tax Fees ($400,000).

9. Stormwater Management: Approval of Barberry Woods Improvement Fee Amendment #3 with W.K. Dickson & Co., Inc., in the amount of $714,353 for design services from 30% completion to
final design and permitting as well as real estate services and appraisals. Approval of Fee Amendment #3 will increase the professional services contract by $714,353 (from $719,895 to $1,434,248). Funding for this project is the Drainage Fund.

10. Parks-Capital Projects: Approval to apply for a LWCF (Land & Water Conservation Fund) grant for public access improvements at the Fort Pemberton site in the amount of $261,000. This is a Federal grant offered by the National Park Service and administered through SCPRT. This is a 50/50 grant. Applications are due 3/04/2022. Proposed improvements include a small parking area, accessible trails, improvements to existing docks, and historic interpretation. This application proposes to use an existing Greenbelt allocation for limited improvements on site as matching funds for the work. If selected, funds will be awarded in October 2022. Funding for the City Match of $261,000 will come from the existing County Greenbelt allocation for limited improvements, awarded May 30, 2019.

11. Traffic and Transportation: Approval to authorize the Mayor to execute an Intergovernmental Agreement for the City of Charleston Municipal Golf Course Crossing and Fleming Road sidewalk.

12. Traffic and Transportation: Approval of a Resolution on behalf of the City of Charleston, to allow Berkeley Charleston Dorchester Council of Governments (BCDCOG), the South Carolina Department of Transportation (SCDOT), and Charleston County to perform construction and improvements on Hagood Avenue, Spring Street, Lockwood Drive, Bee Street, Courtenay Drive, Calhoun Street, Meeting Street, Meeting Street Road, and King Street extension to facilitate the Lowcountry Rapid Transit.

13. Traffic and Transportation: Approval to authorize the Mayor to execute a Memorandum of Agreement between Berkeley County and City of Charleston regarding crosswalk improvements on Seven Farms Drive.

14. Office of Cultural Affairs: Approval to apply for $15,000 from Charleston County Local Accommodations Tax Funding, to support the 2022 MOJA Arts Festival. The project period is 9/15/2022-11/15/2022. There is no City match required.

15. Office of Cultural Affairs: Approval to apply for $10,000 from Charleston County Local Accommodations Tax Funding, to support the 2022 Free Verse Poetry Festival. The project period is 10/15/2022 – 11/15/2022. There is no City match required.

16. Office of Cultural Affairs: Approval to apply for $10,000 from Charleston County Local Accommodations Tax Funding, to support the 2022 Holiday Magic in Historic Charleston. The project period is 12/1/2022 – 12/31/2022. There is no City match required.

17. Office of Cultural Affairs: Approval to apply for $15,000 from Charleston County Local Accommodation Tax Funding, to support the 2023 Piccolo Spoleto Festival. The project period is 5/26/2023 – 6/19/2023. There is no City match required.

18. Office of Cultural Affairs: Approval to apply for $17,000 from South Arts to support dance programming for the 2022 MOJA Arts Festival. The project period is March through October 2022. A 2:1 City match is required. Funding is already secured from private donation.

19. Office of Cultural Affairs: Approval to apply for $6,000 from South Carolina PRT’s Tourism Advertising Grant Program, to support the 2022 MOJA Arts Festival. A 2:1 City match is required. Matching funds will come from corporate sponsorship and private donation.
20. The Committee on Real Estate (Meeting was held on Tuesday, February 22, 2022 at 3:30 p.m., City Hall – 80 Broad Street, Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. An ordinance to authorize the Mayor to execute on behalf of the City a lease between the City of Charleston and Marina Variety Store. The property is owned by the City of Charleston. (9 Lockwood Dr.) (TMS No. 460-14-00-016).

b. Request the Mayor to execute the necessary documents for the purchase of 11 Cunnington Avenue, a 0.08-acre property, which includes a recently renovated building of 3,316 total square feet, located in the Neck Area of the City, for $1,300,000 subject to the conditions outlined in the attached Agreement of Purchase and Sale. (TMS No, 464-14-00-118) (11 Cunnington Avenue, Charleston, SC 29405).

c. Please consider the following annexation:

   (i) 1939 Piper Drive (0.25 acre) (TMS# 350-09-00-067), West Ashley, (District 5). The property is owned by Susan J. Vigen.

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 schumacher@charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO:  John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: PURCHASE OF ENDPOINT MANAGEMENT SUITE.
REQUEST: APPROVAL TO PURCHASE NEW ENDPOINT MANAGEMENT SUITE FROM VENDOR (BARAMUNDI SOFTWARE) TO PROVIDE IMPROVED CYBER SECURITY TO CITY PC'S. SOLE SOURCE PURCHASE.


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

<table>
<thead>
<tr>
<th>Information Technology</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of individual contacted</th>
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</thead>
<tbody>
<tr>
<td>Procurement</td>
<td></td>
<td></td>
<td></td>
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</table>

Attachment: x

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

If yes, provide the following:

Dept./Div.: IT Account #: 141000-52266

Balance in Account: $2,585,664.84
Amount needed for this item: $43,148.12

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

NOTES: This system is part of the IT Department’s ongoing implementation and expansion of necessary cyber security systems and resources. This resource will better protect individual City user endpoints (desktop and laptop PCs) from viruses, malware, rootkits, ransomware, etc. This system will replace existing, less capable resources and will provide improved and needed capabilities to protect the City’s network infrastructure and data resources. The total cost is offset by the elimination of $23,000 for existing services that will be dropped.

CFO’s Signature: Mattl

FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, 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.
SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: Endpoint Management Software/Service

REQUISITION NUMBER: PR220875

VENDOR: Baramundi Software USA

DATE: February 11, 2022

1. Please state the use for this/these product(s).

   The Endpoint Management System is used to provide the City with comprehensive cyber security for endpoint systems (desktop and laptops PC's) to include protection against viruses, malware, ransomware, etc.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Baramundi Software is the manufacturer of the Endpoint Management System and the only resource that can provide this product and support.

4. Have you evaluated comparable products within the last two years?

   YES or NO X

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   This is a new subscription for a specific cyber security software solution.

SIGNATURE [Signature]

TITLE [CIO]
QUOTE

Prepared for: City of Charleston
              Department of Information Technology
              2 George Street
              Charleston, SC 29401

Contact: Ivan Torres / Shane Dixon

Date: 2/9/2022

Valid through: 3/1/2022

From: baramundi software USA, Inc.
      30 Speen St, Suite 401
      Framingham, MA 01701

Contact Info: Holger Weeres
              Email: holger.weeres@baramundi.com
              Phone: (847) 802 - 0436

Empower your IT
Subscription (with 1 year term)

*baramundi Management Suite – 1200 endpoints*  
Total per month: $3,568.80

Including the following Modules:

<table>
<thead>
<tr>
<th>Module</th>
<th>Price</th>
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<tbody>
<tr>
<td>baramundi Management Server</td>
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<tr>
<td>baramundi Deploy</td>
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<td><em>baramundi Automate (single-user license)</em></td>
<td>contained in the Deploy module</td>
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<tr>
<td><em>baramundi Patch Management</em></td>
<td>contained in the Deploy module</td>
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<tr>
<td>baramundi Inventory</td>
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<td>baramundi Vulnerability Scanner</td>
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Annual Subscription Total: $36,885.43

Introductory Workshop / Consulting Services

*3 Days baramundi Management Suite - Getting Started remote Workshop*  
$2700.00

1st Year Total (including Workshop:) $39,585.43

Terms

Pricing is based on a 1 Year contract commitment. All prices shown do not include sales tax (if applicable). Subscription fees are billed annually in advance and are due NET 30.

Proof of Sales Tax Exemptions based on Non-Profit status needs to be provided to baramundi prior to invoicing.
Remote services are available at $900/day and have to be used in a minimum ½ day increments. All services ordered need to be scheduled by the customer within 6 months after purchase.

For additional terms and conditions, please refer to our baramundi End User License Agreement at https://www.baramundi.com/en-us/general-terms-and-conditions-of-business/

To order, please send a formal PO or simply a signed copy of this quote to holger.weeres@baramundi.com

<table>
<thead>
<tr>
<th>baramundi software USA, Inc.</th>
<th>City of Charleston</th>
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<tr>
<td>30 Speen St, Suite 401</td>
<td>Department of Information Technology</td>
</tr>
<tr>
<td>Framingham, MA 01701</td>
<td>2 George Street</td>
</tr>
<tr>
<td></td>
<td>Charleston, SC 29401</td>
</tr>
</tbody>
</table>

__________________________  ____________________________
Signature                        Date & Signature (or stamp)
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: PURCHASE OF TWO NEW DELL DMZ SERVERS.
REQUEST: APPROVAL TO PURCHASE TWO NEW DELL DMZ SERVERS TO REPLACE EXISTING SERVERS THAT HAVE EXCEEDED THEIR USABLE LIFE CYCLE.
NATIONAL NASPO COMPUTER EQUIPMENT CONTRACT #: MNWNC-108


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

<table>
<thead>
<tr>
<th>Information Technology</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
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<tr>
<td>Procurement</td>
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</table>

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

If yes, provide the following:
Dept./Div.: IT Account #: 940100-58020
Balance in Account: Amount needed for this item: $43,600.00

Does this document need to be recorded at the RMC’s Office? Yes ☐ No ☑

NOTES: This purchase replaces the existing DMZ servers (x2) that have exceeded useful life and can no longer provide the processing and performance capabilities needed to support this function and user demand. The DMZ server provides access for all external/public-facing resources including RecTrac (Recreation Dept), Energov, Munis, Kronos (Fire Dept), Forensic Advantage (Police Dept), and Pictometry (GIS).

CFO’s Signature: [Signature]

FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, 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.
# SHI

## City of Charleston

**Mark Heffron**  
Charleston, NC 29401  
United States  
Phone:  
Fax:  
Email: HEFFRONM@charleston-sc.gov

## Account Representative

**Anthony Balistreri**  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-211-0831  
Fax: 800-211-7954  
Email: anthony_balistreri@shi.com

All Prices are in US Dollar (USD)

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<th>Product Description</th>
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<th>Total</th>
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<td>$20,000.00</td>
<td>$40,000.00</td>
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*Tax*  
$3,600.00  
**Total**  
$43,600.00

*Tax is estimated. Invoice will include the full and final tax due.

### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.
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<th>Description</th>
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<tr>
<td>Intel Xeon Gold 6132G 2,9G 16C/32T 11,2GT/s 24M Cache Turbo HT 115W 1DDR4-3200</td>
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<td>Dell Hardware Limited Warranty Plus Cx Service</td>
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<td>ProSupport Plus - Critical 24 Hour 7x24 Cx Service with</td>
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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree  DEPT. Information Technology
SUBJECT: MDT SERVICES ANNUAL MAINTENANCE AND SUPPORT (POLICE DEPARTMENT)
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AND SUPPORT FOR POLICE MOBILE DATA TERMINAL (MDT) SERVICE FROM CHARLESTON COUNTY, SOLE SOURCE VENDOR, FOR CONSOLIDATED DISPATCH MOBILE CAD OPERATIONS.


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

<table>
<thead>
<tr>
<th>Information Technology</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
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<tr>
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</tr>
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FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following:

Dept./Div.: IT  Account #: 235000-52206
Balance in Account $885,421.38  Amount needed for this item $139,336.88

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

NOTES:

CFO's Signature: [Signature]  Deputy CFO for Amphibious, C3
FISCAL IMPACT:

Mayor's Signature: [Signature]  John J. Tecklenburg, 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.
SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: MDT Annual Support and Maintenance (Police Department)

REQUISITION NUMBER: PR220712

VENDOR: Charleston County

DATE: February 1, 2022

1. Please state the use for this/these product(s).

   Required annual maintenance and support for the Police Department's Mobile Data Terminals (MDT's) that are used for mobile access and dispatching from the Charleston County Consolidated Dispatch.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Charleston County is the managing partner and provider of the Consolidated Dispatch service and provides all licensing to local municipalities. This is a reimbursement payment to the County who directly pays the software vendor through their contract arrangement.

4. Have you evaluated comparable products within the last two years?

   ____ YES  or  NO  X  

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   This is a required service under the consolidated dispatch agreement with Charleston County.

   SIGNATURE  [Signature]  TITLE  CIO
Amy Fletcher  
Charleston County Consolidated 9-1-1 Center  
8500 Palmetto Commerce Parkway  
Main: 843-529-3700  Fax: 843-529-3737  
Afletcher@charlestoncounty.org  

TO  Wes Ratterree  
City of Charleston Police Department  
2 George St., Suite 2800  
Charleston SC 29401  
843-805-3220  

DATE January 31, 2022

<table>
<thead>
<tr>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please remit payment to Charleston County Consolidated 9-1-1 Center for MDT Services Rendered for the following period:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY22 January 1, 2022-December 31, 2022</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MDT Annual Support and Maint. - 361 Licenses</td>
<td>127,832.00</td>
<td>127,832.00</td>
</tr>
</tbody>
</table>

City of Charleston POLICE dept.

SUBTOTAL $ 127,832.00

TOTAL $ 127,832.00

Make all checks payable to Charleston County Consolidated 911 Center

WR 2-2-22
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds  DEPT. Police Department
SUBJECT: 2022 CHEVROLET TAHOE PPV
REQUEST: Approval to purchase five (5) 2022 Chevrolet Tahoe PPV vehicles
From Love Chevrolet, 100 Parkridge Dr., Columbia, SC 29212
Solicitation #22-B004R


COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)
- Corporate Counsel
- Cap. Proj. Cmte. Chair
- Police Department
- Procurement Director

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following:
- Dept /Div: 062022
- Account #: 58010
- Balance in Account
- Amount needed for this item $181,410.00

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: [signature]
FISCAL IMPACT: 2022 Lease Purchase

Mayor’s Signature: [signature]

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.
BID TABULATION SHEET  
CITY OF CHARLESTON  
Charleston, South Carolina  
Police Department

DATE: FEBRUARY 8, 2022

SOL.# 22-B004R

BUYER: ROBIN B. ROBINSON

2022 Chevy Tahoe PPV

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>2022 Chevy Tahoe PPV</td>
<td>$35,782.00</td>
<td>$178,910.00</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>Delivery to Dana Safety from Dealer</td>
<td>0.00</td>
<td>0.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</table>

SUB-TOTAL $178,910.00

IMF Fee/State Tax $2,500.00

TOTAL $181,410.00

COMMENTS:

BUYER: [Signature]

WITNESS: [Signature]
Bid #: 22-B004R  
Vendor: LOUIE CHEVROLET CO.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>2022 Chevrolet Tahoe PPV (per Specifications)</td>
<td>35784.68</td>
<td>178912.68</td>
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<tr>
<td>5</td>
<td>Delivery to Dana Safety from Dealer</td>
<td>N/C</td>
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</tr>
<tr>
<td>5</td>
<td>IMF Fee / SC State Tax</td>
<td>500.00</td>
<td>2500.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td>181414.68</td>
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</table>

**Vendor will need to be able to deliver the vehicles to Dana Safety, 1555 Old Dairy Drive, Columbia, SC 29201.**
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police Department
SUBJECT: AMMUNITION
REQUEST: Approval to purchase ammunition for the Police Department from Lawmen's Safety, 4961 Broad River Rd., Ste. B, Columbia, SC 29212
SC Contract #4400025709


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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>X</td>
<td></td>
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<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: 200000 Account #: 52036
Balance in Account # 178,515.03 Amount needed for this item $134,687.65

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, 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.
**SALES QUOTE**

SQ-371979  1/31/2022

REM TO: 3319 Anvil Place, Raleigh, NC 27603

**Lawmen's**

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

**Customer**

CITY OF CHARLESTON

ATTN: TERRY WILLIAMS

PO BOX 853

CHARLESTON SC 29402

Tel: (843)724-3716

**Contact**

**Ship To**

CITY OF CHARLESTON - POLICE

FIRING RANGE

GEORGE BRADLEY

277 VARNES RD

MONCKS CORNER SC 29461

<table>
<thead>
<tr>
<th>Account</th>
<th>Terms</th>
<th>Due Date</th>
<th>Account Rep</th>
<th>Schedule Date</th>
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</thead>
<tbody>
<tr>
<td>CHAS</td>
<td>NET 30 Email Delivery</td>
<td>3/2/2022</td>
<td>Jerald Branz</td>
<td>1/31/2022</td>
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</table>

**Quotation**

<table>
<thead>
<tr>
<th>PO #</th>
<th>Reference</th>
<th>Ship VIA</th>
<th>Page</th>
<th>Printed</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQ-371979</td>
<td>FRESHMAN</td>
<td>FACTORY DIRECT</td>
<td>1</td>
<td>1/31/2022 12:05:03 PM</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>UM</th>
<th>Discount</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 1    | SC STATE CONTRACT # 4400025709  
- OKAY TO PARTIAL SHIP AND FREE FOB.  
- NO INSIDE DELIVERY OR LIFT GATE  
FEE AUTHORIZED.  
- PLACE CALL SGT. CHRIS FRESHMAN @ 843-607-1241, 24 HOURS PRIOR TO SHIPING. | 210 | $370.37 | $.20 | $77,771.70 |
| 2    | FCCAE45A Federal Cartridge 45 AUTO 230 GR FULL METAL JACKET | 195 | $223.29 | $.25 | $44,961.55 |
| 3    | FCCAE223 Federal Cartridge 223 REM 55 GR FMJ BOAT-TAIL | 10  | $224.74 | $.20 | $2,247.40 |
| 4    | AMM53620 Speer Lawman Brass Case Centerfire Ammunition 93620 9MM LUGER 147 GR TMJ Lawman **FREE FREIGHT** | | | | |

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.**

**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.**

**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.**

**QUOTE IS GOOD FOR 30 DAYS.**

<table>
<thead>
<tr>
<th>Tax Details</th>
<th>Taxable</th>
<th>Total Tax</th>
<th>Exempt</th>
<th>Total</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCOTTRAN 5986:332</td>
<td>$372,566.65</td>
<td>$0.00</td>
<td>$99,865.53</td>
<td>$473,451.98</td>
<td>$473,451.98</td>
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</table>

Payment Details

01/03/00  No Payment History
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department
SUBJECT: REPLACE THE EXISTING LIEBERT UNIT FOR POLICE DEPARTMENT IT ROOM
REQUEST: Approval to provide labor and material to replace the existing Liebert Unit for the Police Department IT Room with Johnson Controls, 4415 Sea Ray Dr., Charleston, SC 29405-8401. Sourcewell Contract #030817-JHN

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

<table>
<thead>
<tr>
<th>Entity</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Cap. Proj. Ctme. Chair</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Parks Department</td>
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<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]
If yes, provide the following:

- Dept./Div.: L70100
- Account #: 52410
- Balance in Account: 1403.71
- Amount needed for this item: $79,880.46

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]

FISCAL IMPACT:

Mayor's Signature: [Signature] John J. Tecklenburg, 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.
Proposal

January 12, 2022

Attn: Mr. Wes Chappell
City of Charleston

PROJECT: Provide labor and material to replace the existing Liebert Unit for the Police Department IT Room.

SCOPE OF WORK:
Disconnect power from existing Evaporator and condenser. Remove and recycle Refrigerant from system. Remove existing evaporator and condenser and install new. Remove existing Refrigerant lines and install new (existing Refrigerant lines are too small). Leak check new system, pull vacuum on system and charge new system with R410A. Verify proper operation.

Note: A Crane will be required for some of this work. See attached Sourcewell Document and Submittal. Unit will be down for several days.

OUR BUDGET FOR THE ABOVE WORK:

Scope of Work items: Seventy-Nine-Thousand-Eight-Hundred-Eighty dollars ($79,880.00).

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

City of Charleston

______________________________
Signature

______________________________
Name:

______________________________
Title:

______________________________
Date:

JOHNSON CONTROLS, INC.

______________________________
Signature
Name: Jack Mills
Title: Account Executive
### City of Charleston

#### Labor: Sourcewell Contract 030817-JHN

<table>
<thead>
<tr>
<th>NCPA Contract Number</th>
<th>Labor Category</th>
<th>Description</th>
<th>Quantity</th>
<th>Labor Rates</th>
<th>Proposed Price</th>
<th>Street rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>030817-JHN</td>
<td>Mechanic</td>
<td>Regular</td>
<td>80</td>
<td>$128.70</td>
<td>$10,296.00</td>
<td>$143.00</td>
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<tr>
<td>030817-JHN</td>
<td>Mechanic</td>
<td>Overtime 1.5</td>
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<td>$125.55</td>
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<td>$139.50</td>
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<td>030817-JHN</td>
<td>Mechanic</td>
<td>Overtime 2</td>
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<td>$167.40</td>
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<td>030817-JHN</td>
<td>Project Manager</td>
<td>Regular</td>
<td>40</td>
<td>$105.20</td>
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**Total NCPA Labor:** $14,544.00

#### Labor: Market

<table>
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<tr>
<th>SOURCEWELL Contract</th>
<th>Labor Category</th>
<th>Description</th>
<th>Quantity</th>
<th>Labor Rates</th>
<th>Proposed Price</th>
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<tr>
<td>Open Market</td>
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</table>

**Total Open Market Labor:** $0.00

**Total Labor:** $14,544.00

#### Materials: Market

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<th>Part Number</th>
<th>Description</th>
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<tbody>
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<td>030817-JHN</td>
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<td>$0.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>030817-JHN</td>
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<td>$0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>030817-JHN</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<tr>
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<td>$0.00</td>
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<tr>
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<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>030817-JHN</td>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>030817-JHN</td>
<td>0</td>
<td>$0.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>030817-JHN</td>
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<td>$0.00</td>
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<td>$0.00</td>
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</table>

**Total Materials:** $0.00
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<tr>
<th>SOURCEWELL Contract</th>
<th>Special Item Number (SIN)</th>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Proposed Price</th>
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</thead>
<tbody>
<tr>
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<td>Branch Overhead 15%</td>
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<td>Corporate Overhead 5%</td>
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<td>Total Subcontractors</td>
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<td>$7,089.00</td>
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<table>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Proposed Price</th>
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<tbody>
<tr>
<td>030817-JHN</td>
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<td>Use Tax 9%</td>
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<td>Freight</td>
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<td>Total Other</td>
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<td>$4,891.65</td>
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</tbody>
</table>

Total Price          | $79,800.00
Total Proposed Price | $79,880.00
AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING $14,600,000 SPECIAL OBLIGATION REDEVELOPMENT BOND (CHARLESTON NECK REDEVELOPMENT PROJECT AREA), SERIES 2022, OF THE CITY OF CHARLESTON, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO

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

ARTICLE I

FINDINGS OF FACT

Section 1 Recitals.

In connection with the adoption of this Ordinance, the City Council ("City Council") of the City of Charleston, South Carolina (the "City") finds and determines as follows:

Pursuant to the "Tax Increment Financing Law," codified at Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended (the "TIF Act"), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act. City Council by ordinance (the "TIF Ordinance") adopted December 21, 2004, as amended, established the Charleston Neck Redevelopment Project Area, the boundaries of which are shown at Exhibit B of the TIF Ordinance (the "TIF District"). The Public Infrastructure Improvements Agreement dated September 1, 2015, between the City and Ashley River Investors, LLC (subsequently assigned to HR Charleston, LLC, a subsidiary of Highland Resources, Inc.) (the "Developer") describes the expectation that certain public improvements (the "Improvements") will be financed by borrowings secured by a pledge of revenues generated by the TIF District, including all amounts to be deposited in the special tax allocation fund ("TIF Revenues").

The TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, equipping, and constructing the Improvements, interest coming due on the bonds during the construction period of the Improvements, funding debt service reserves for the bonds, and paying the costs incurred in connection with the authorization, issuance, and sale of the bonds. The TIF Ordinance has been and may be amended in the future.
By Ordinance adopted March 22, 2011, City Council authorized a $13,600,000 Tax Increment Bond (Charleston Neck Redevelopment Project Area), Series 2011, dated April 15, 2011 (the “Series 2011 Bond”) which was sold to Bank of America, N.A. to mature on July 15, 2013, the proceeds of which were used to refinance, together with TIF Revenues available for such purpose, the tax increment bond issued by the City in 2009.

By Ordinance adopted April 23, 2013, City Council authorized a $12,100,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2013, dated July 15, 2013 (the “Series 2013 Bond”) which was sold to Bank of America, N.A. to mature on September 1, 2026, the proceeds of which were used to refinance, together with TIF Revenues available for such purpose, the Series 2011 Bond.

By Ordinance adopted July 15, 2014, City Council extended the maximum term of obligations to be issued under the Improvement Plan from December 21, 2029 to December 21, 2039 and extended the duration of the Improvement Plan from 2029 to 2039.

By Ordinance adopted November 27, 2018, City Council authorized a $18,000,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2018, dated December 3, 2018 (the “Series 2018 Bond”) which was sold to Bank of America, N.A. to mature on September 1, 2033, the proceeds of which were used to finance further improvements in the TIF District.

By Ordinance adopted May 14, 2019, City Council removed several parcels from the TIF District in order that they be included in the Morrison Drive Redevelopment Project Area.

By Ordinance adopted February 25, 2020, City Council authorized a $7,900,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2020, dated February 27, 2020 (the “Series 2020 Bond”) which was sold to Bank of America, N.A. to mature on September 1, 2035, the proceeds of which were used to finance further improvements in the TIF District.

In order to finance further Improvements in the TIF District, the City’s Budget, Finance and Revenue Collections Department solicited and received proposals from multiple banks and received the lowest interest rate from Bank of America, N.A. (the “Purchaser”, which term shall include any affiliate thereof or of Bank of America Corporation), for the sale of a not exceeding $14,600,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2022, in order, together with TIF Revenues, to accomplish such financing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, THAT:

ARTICLE II

ISSUANCE OF BOND

Section 1. Authorization; Purpose; Application of Proceeds.

(a) Pursuant to the authority of the TIF Act, there shall be and there is hereby authorized and directed the execution, issuance, sale and delivery of a “City of Charleston, South Carolina, Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2022” (the “Series 2022 Bond”) or such other designation as shall be determined by
the Mayor and the Chief Financial Officer of the City, in the principal amount of $14,600,000 or such lesser amount if determined by the Mayor. The Series 2022 Bond shall be dated its date of delivery, shall have a final maturity no later than September 1, 2036, and shall bear interest at the rate of 2.090%, with interest payments payable on March 1 and September 1, beginning September 1, 2022, or such other dates as the Mayor shall determine, and principal being payable on September 1, 2022 through 2036, or such other dates as the Mayor shall determine. The Series 2022 Bond shall be in substantially the form attached hereto as Exhibit A with such changes as shall be determined by the Mayor, his execution to be conclusive evidence of such approval.

(b) City Council hereby delegates to the Mayor and the Chief Financial Officer the authority (i) to determine the principal amounts to be made annually, which principal amounts may be part of an annual amortized payment of principal and interest; (ii) to set the redemption provisions whether extraordinary, optional or mandatory, and (iii) to take such further action as may be necessary in connection with the issuance of the Series 2022 Bond.

Section 2. Sale.

The Series 2022 Bond will be sold to the Purchaser upon the terms and conditions entered into between it and the City as shall be determined by the Mayor and the Chief Financial Officer, within the limitations set forth herein.

Section 3. Authorization of Officers of the City.

The Mayor, the Chief Financial Officer and the City Clerk of the City are hereby severally authorized and directed to execute and deliver any and all other documents, instruments and closing certificates and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections or parts hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provision, sentence, clause, section or part had not been included herein and such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance or of the Series 2022 Bond; however, the holder of the Series 2022 Bond shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 5. South Carolina Tax Exemption.

Both the principal and interest on the Series 2022 Bond shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South
Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.


For the punctual payment of the principal and interest of the Series 2022 Bond, the City irrevocably pledges the TIF Revenues generated from the TIF District. Such pledge of TIF Revenues is on a parity with the pledge of TIF Revenues securing the Series 2013 Bond, the Series 2018 Bond and the Series 2020 Bond. No pledge of the TIF Revenues shall be senior to the pledge of TIF Revenues for the Series 2013 Bond, the Series 2018 Bond, the Series 2020 Bond and the Series 2022 Bond. It is specifically recognized that any amendments to this Ordinance or the TIF Ordinance must be approved in writing by the Purchaser.

Section 7. Information.

The City will provide audited financial statements, including operating statistics, on an annual basis to the Purchaser or will file the audited financial statements on EMMA in either case within 270 days after the end of the fiscal year and will further provide additional information relating to the Series 2022 Bond as the Purchaser shall reasonably expect.

Section 8. No Consent.

No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Ordinance, the Series 2022 Bond or any other document executed in connection therewith will constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

DONE IN MEETING DULY ASSEMBLED, this 8th day of March, 2022.

CITY OF CHARLESTON, SOUTH CAROLINA

By: ________________________________
    Mayor

Attest:

_______________________________
City Clerk

First Reading: February 22, 2022
Second and Third Readings: March 8, 2022
UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
SPECIAL OBLIGATION REDEVELOPMENT BOND
(CHARLESTON NECK REDEVELOPMENT PROJECT AREA),
SERIES 2022

THE CITY OF CHARLESTON, SOUTH CAROLINA (the “City”) hereby acknowledges itself indebted, and, for value received, promises to pay to ____________, its successors and assigns (the “Registered Holder”) the principal sum of $ ______ together with interest thereon. Interest on the outstanding principal amount of this Bond shall accrue at the rate of ____% per annum, subject to adjustment as provided herein, and shall be payable on March 1 and September 1, commencing September 1, 2022. Principal shall be payable on September 1 of each year as follows:

<table>
<thead>
<tr>
<th>Due September 1</th>
<th>Principal Amount</th>
</tr>
</thead>
</table>

Both the principal and interest on this Bond are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

[On and after the date on which an “Event of Taxability” has occurred (the “Taxable Date”), interest on the outstanding principal amount of this Bond shall accrue at the rate of ____% per annum. Each of the following shall be an Event of Taxability with respect to this Bond:

(a) the taking of an action by the City or the failure by the City to take any action, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of this Bond which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of a holder or any former holder of this Bond for federal income tax purposes; or

(b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of such holder or such former holder of this Bond for federal income tax purposes; or]
tax purposes; provided, such entry or taking of official action under this clause (b) was based on and was as a result of an action or failure to act by the City.

Interest on any past due payment of principal or interest on this Bond shall accrue (i) prior to the Taxable Date, at the rate of ___% per annum, and (ii) on and after the Taxable Date, at the rate of ___% per annum (the “Default Rate”). If the past due remains outstanding 90 days after its due date, the entire principal amount of this Bond shall accrue interest at the Default Rate until such past due payment and all accrued interest thereon shall have been paid.

Each of the following shall be an “Event of Default” with respect to this Bond:

(a) if payment of any installment of interest on this Bond is not made when it becomes due and payable; or

(b) if payment of the principal of this Bond is not made when it becomes due and payable; or

(c) if the City, for any reason, is rendered incapable of fulfilling its obligations under the TIF Ordinance or the Bond Ordinance,

and such default continues for 90 days after written notice requiring the same to be remedied shall have been given to the City, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such 90 day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the City shall commence such performance within such 90 day period and shall diligently and continuously prosecute the same to completion.

THIS BOND is issued by the City pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, as amended, an ordinance adopted by the City Council of the City (“City Council”) on December 21, 2004, as amended by ordinances adopted by City Council on July 15, 2014 and May 14, 2019 (collectively, the “TIF Ordinance”) and an ordinance adopted by City Council on March 8, 2022 (the “Bond Ordinance”). For the payment of this Bond, both principal and interest, there are pledged the incremental tax revenues generated from the Charleston Neck Redevelopment Project Area Tax Increment District. Capitalized terms used but not defined in this Bond shall have the meanings assigned to such terms in the Bond Ordinance.

The full faith, credit and taxing power of the City are not pledged to the payment of this Bond. The Bond shall at all times be registered on registry books of the City to be kept at the Office of the Clerk of Council of the City of Charleston, South Carolina, and each transfer to be valid shall be made on the registration books (the “Registration Book”) and similarly noted on this Bond and the Form of Assignment attached hereto. The Registered Holder may at any time assign and transfer this Bond in the manner above noted.

The City may issue at any time one or more series of bonds (the “Additional Bonds”) for any lawful purpose which Additional Bonds shall be on a parity with the Series 2013 Bond, the Series 2018 Bond, the Series 2020 Bond and this Bond upon satisfaction of the following conditions:

1. There shall exist on the occasion of the issuance of the Additional Bonds, (i) no default in the payment of the principal of or interest on the Series 2013 Bond, the Series 2018 Bond, the Series 2020 Bond, this Bond or any Additional Bonds previously issued; (ii) no default under any covenant or agreement made by the City in connection with the Series
2013 Bond, the Series 2018 Bond, the Series 2020 Bond, this Bond or any Additional Bonds previously issued; and

2. The TIF Revenues received from the Charleston County Treasurer for the fiscal year next preceding the issuance of the proposed Additional Bonds shall have been equal to at least 130% of the maximum annual principal and interest requirements for the then current or any succeeding fiscal years for the Series 2013 Bond, the Series 2018 Bond, the Series 2020 Bond, this Bond, any Additional Bonds previously issued and the Additional Bonds proposed to be issued.

THIS BOND shall not be redeemed prior to __________. This Bond is subject to redemption at the option of the City, in whole, but not in part, on any date on or after _______ at a redemption price of par plus accrued interest to the redemption date.

THIS BOND and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer taxes and certain franchise taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Bond, do exist, have happened and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, pursuant to the authorization of Sections 31-6-10 to 31-6-120, inclusive, Code of Laws of South Carolina, 1976, the TIF Ordinance and the Bond Ordinance, has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Bond to be dated as of the ____ day of ________, 2022.

(SEAL) 

THE CITY OF CHARLESTON, SOUTH CAROLINA

By ________________________________

Mayor

Attest: ________________________________

Clerk, City Council of the City of
Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond delivered at Charleston, South Carolina, is the fully registered Series 2022 Bond described in the within mentioned Bond Ordinance. Interest hereon accrues from __________, 2022.

By ________________________________

City Clerk of the City of Charleston, Registrar

_______, 2022

A-3
FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto __________________ the within Bond of the City of Charleston, South Carolina, and hereby irrevocably constitutes and appoints ___________ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

________________________

Dated: ____________________

Signature Guaranteed: ______________
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of February 22, 2022 and March 8, 2022.

That the said Ordinance is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of March, 2022.

_________________________________________________________
Clerk of the City Council of Charleston, South Carolina
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Fire Chief Daniel Curia
DEPT. Fire

SUBJECT: CHARLESTON FIRE DEPARTMENT - 2021 SAFER GRANT THRU FEMA
REQUEST: To submit after the fact the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for $4,526,172 for 15 firefighter positions over 3 years to staff a ladder company on Johns Island.

COMMITTEE OF COUNCIL: W&M DATE: Feb 22, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Charleston Fire Dept.
Grants Manager

FUNDING: Was funding previously approved? Yes ☐ No ☑ N/A ☐
If yes, provide the following:
Dept./Div.: Fire
Account #: 210000
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).
Due to time constraint this grant was submitted on February 3, 2022

CFO's Signature: _____________________

FISCAL IMPACT:
This is a no match grant

Mayor's Signature: _____________________ John J. Tecklenburg, 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.
TO: Mayor John J. Tecklenburg and City Council
FROM: Fire Chief Daniel M. Curia
DATE: February 4, 2022
RE: 2021 SAFER grant application

The Charleston Fire Department is requesting approval after the fact to submit an application for the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The grant, if awarded will fund 15 firefighter positions for a period of three years for a new ladder company on Johns Island. The decision to pursue the grant was not made until the end of January and it was unclear if the application could be completed before period closed on February 4, 2022. The department is requesting after the fact approval on the grant application of $4,526,172. This is a no match grant during the three performance period of the grant. The City will be required to maintain the staffing at the duration of the grant.

These personnel if funded will staff a ladder company that is planned for the new fire station on John’s Island, Station 23.

The closing date for this application was Friday, February 4, 2022 via the FEMA electronic portal.

Please feel free to contact me with any questions.
System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CHARLESTON, CITY OF

Information current from SAM.gov as of: 01/06/2022
UEI-EFT: DFAMMXJFS5E3
DUNS (includes DUNS+4): 077990786
Employer Identification Number (EIN): 576000226
Organization legal name: CHARLESTON, CITY OF
Organization (doing business as) name: 
Mailing address: 2 GEORGE STREET, SUITE 2601 CHARLESTON, SC 29401-3583
Physical address: 116 MEETING ST CHARLESTON, SC 29401-2216
Is your organization delinquent on any federal debt? N
SAM.gov registration status: Active as of 01/04/2022

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date.

Applicant information

Please provide the following additional information about the department or organization applying for this grant.

Applicant Name (i.e., fire department or organization name) Charleston Fire Department

Main address of location impacted by this grant

Main address 1 1451 King Street Extension
Main address 2
City North Charleston
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Operating budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$39,575,451.00</td>
</tr>
<tr>
<td>2019</td>
<td>$36,604,766.00</td>
</tr>
</tbody>
</table>

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? 92%

Does your department have any rainy day reserves, emergency funds, or capital outlay? Yes

What is the total amount currently set aside? 450,000

Describe the planned purpose of this fund. The City of Charleston has $450,000 in Emergency Funds budgeted in the FY 2022 General Operating Budget. Additionally, per the City’s General Fund – Fund Balance Policy, the City maintains an unassigned fund balance of 20% of the General Funds expenditures for the upcoming fiscal year. Those funds are to remain except in the case of extraordinary and unexpected event; such as hurricane recovery or extraordinary economic times.

What percentage of the declared operating budget is derived from the following 2022

<table>
<thead>
<tr>
<th>Source</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>100</td>
</tr>
<tr>
<td>Bond issues</td>
<td>0</td>
</tr>
<tr>
<td>EMS billing</td>
<td>0</td>
</tr>
<tr>
<td>Grants</td>
<td>0</td>
</tr>
<tr>
<td>Donations</td>
<td>0</td>
</tr>
<tr>
<td>Fund drives</td>
<td>0</td>
</tr>
<tr>
<td>Fee for service</td>
<td>0</td>
</tr>
</tbody>
</table>
years old so that they are up to code and will meet the hurricane and earthquake threats the city faces. The CFD currently completes the first alarm assignment through an automatic aid agreement with St. Johns Fire Department. Because of a shift in the population density on the barrier islands, St. Johns Fire Department is relocating a station from an area near the City of Charleston response district to the opposite side of the island, along the coast. The City of Charleston is responsible for roughly 25 square miles or one third of Johns Island, operating out of a single station with one engine company; with a second station soon to be under construction. The new station plan includes an engine company and a ladder company to help increase the deployment capabilities and provide adequate protection for emergencies. Ladder companies operate with rescue trained personnel and possess a compliment of rescue equipment, of which does not exist in the area Johns Island, meaning delayed responses from one of the two adjacent areas to Johns Island that are separated by bridges. If unsuccessful in obtaining grant funding, the department will have to defer staffing the ladder company.

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

Yes

Please provide an explanation for other funding sources in the space provided below.

The CFD received a 2021 State Homeland Security Grant for $55,500 for a regional Collapse Search and Rescue Team, a Hazardous Materials Emergency Preparedness Grant for $7,500 for training, an Assistant Secretary for Preparedness and Response (ASPR) for Healthcare Coalition projects for $603,362.50, with only a portion of the equipment for Charleston. A 2020 FEMA Assistance to Firefighter Grant for $1,320,900 to assist with the replacement of SCBA.
Type or class of vehicles

<table>
<thead>
<tr>
<th>Type or class of vehicles</th>
<th>Number of frontline apparatus</th>
<th>Number of available riding positions</th>
<th>Number of filled riding positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.</td>
<td>4</td>
<td>6</td>
<td>16</td>
</tr>
<tr>
<td>Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.</td>
<td>6</td>
<td>2</td>
<td>6</td>
</tr>
</tbody>
</table>

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? Yes

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

The City of Charleston continues to see tremendous growth in its population, specifically in the Johns Island and Daniel Island areas. Both areas have undeveloped land suitable for large housing tracks while offering close proximity to historical downtown Charleston. People are also choosing these areas in order to receive the city services provided, but growth of the essential services cannot keep up with the development. To add to the issue, the City has five distinct response areas all separated by water, resulting in response districts often connected by a single access road and/or bridge. During times of high wind, flooding, tropical storms or icing roadways, these areas all become independent as neighboring stations are unable to respond to the adjacent area because of the bridges. The department continues to see an increase in call volume annually even after modifying the number of non-life threatening medical calls it responds to in 2019. The Charleston Fire Department is
What percentage of your primary response area is for the following:

Residential purposes 75%

Total 100%

What is the permanent resident population of your first due response zone/jurisdiction served? 156,536

Do you have a seasonal increase in population? Yes

What is your seasonal increase in population (number of people)? 720,000

Please describe your organization and/or community that you serve.

The Charleston Fire Department (CFD) is a premier all-hazard career fire and rescue service. The CFD is a CPSE/CFAI accredited agency and has a Class 1 rating from ISO. Three shifts staff seventeen engine companies, four ladder companies, one rescue, and four battalion chiefs, responding from seventeen strategically located fire stations. Each engine and ladder is staffed with a minimum of four personnel, including at least one EMT or paramedic. Battalion chiefs are assigned an aide for command support, when staffing permits. The CFD provides a full range of services to the community that includes the following: fire suppression, medical response, technical rescue, hazardous materials response, marine firefighting (land and afloat), an emerging wildland-urban interface team, code enforcement, plans review, fire investigation, and community risk reduction. The department responded to just over 20,000 calls for service in 2021. Each shift is staffed with a minimum of 95 firefighters and includes the following: cross-trained haz-mat technicians, technical rescue technicians, and marine qualified firefighters placed throughout the City of Charleston. The command staff is comprised of the fire chief, deputy chief of operations, deputy chief of planning and professional services, five assistant chiefs; operations, special operations, training, planning & administration, and professional services as well as the chief fire marshal. The department
<table>
<thead>
<tr>
<th>Summary of responses per year per category</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire - NFIRS Series 100</td>
<td>568</td>
<td>564</td>
<td>576</td>
</tr>
<tr>
<td>Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200</td>
<td>27</td>
<td>37</td>
<td>32</td>
</tr>
<tr>
<td>Rescue &amp; Emergency Medical Service Incident - NFIRS Series 300</td>
<td>10032</td>
<td>7997</td>
<td>9693</td>
</tr>
<tr>
<td>Hazardous Condition (No Fire) - NFIRS Series 400</td>
<td>523</td>
<td>503</td>
<td>645</td>
</tr>
<tr>
<td>Service Call - NFIRS Series 500</td>
<td>1246</td>
<td>1054</td>
<td>1213</td>
</tr>
<tr>
<td>Good Intent Call - NFIRS Series 600</td>
<td>4683</td>
<td>5006</td>
<td>4450</td>
</tr>
<tr>
<td>False Alarm &amp; Falls Call - NFIRS Series 700</td>
<td>3003</td>
<td>2784</td>
<td>2926</td>
</tr>
<tr>
<td>Severe Weather &amp; Natural Disaster - NFIRS Series 800</td>
<td>28</td>
<td>39</td>
<td>15</td>
</tr>
<tr>
<td>Special Incident Type - NFIRS Series 900</td>
<td>54</td>
<td>53</td>
<td>68</td>
</tr>
<tr>
<td>Total</td>
<td>20164</td>
<td>18037</td>
<td>19618</td>
</tr>
</tbody>
</table>

**Fire**

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

<table>
<thead>
<tr>
<th>How many responses per year per category?</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Structure Fire&quot; (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)</td>
<td>255</td>
<td>285</td>
<td>244</td>
</tr>
<tr>
<td>&quot;Vehicle Fire&quot; (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)</td>
<td>83</td>
<td>83</td>
<td>152</td>
</tr>
<tr>
<td>&quot;Vegetation Fire&quot; (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)</td>
<td>80</td>
<td>55</td>
<td>133</td>
</tr>
<tr>
<td>Total</td>
<td>418</td>
<td>423</td>
<td>529</td>
</tr>
</tbody>
</table>

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

<table>
<thead>
<tr>
<th>Total acreage per year</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>418</td>
<td>423</td>
<td>529</td>
</tr>
</tbody>
</table>
How many responses per year per category? | 2021 | 2020 | 2019
--- | --- | --- | ---
Amount of times the organization provided Automatic Aid | 526 | 522 | 554
Of the Mutual and Automatic Aid responses, amount that were structure fires | 880 | 1228 | 1331
Total | 2319 | 2708 | 2995

Grant request details

Instructions
You can add the positions you are requesting by using the add buttons below. Include all positions in a single item. Please answer all the questions for the overall Hiring activity as well as the required information for the requested positions.

Grand total: $4,526,172.00

Program area: Hiring of firefighters

Total requested for Hiring of Firefighters activity: $4,526,172.00

New, Additional Firefighter(s)

How many full-time firefighter positions are you requesting? "Full-time" is considered 2,080 hours or more worked per year.

NUMBER OF FIREFIGHTERS
3

What are the anticipated annual costs per position, per year? Annual costs include the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire department. To get the “average” health care costs, average the annual cost among various health insurance plans offered (i.e., self only, family, etc). Do not use figures that assume all employees will select self or family coverage.

<table>
<thead>
<tr>
<th>Year</th>
<th>ANNUAL SALARY</th>
<th>ANNUAL BENEFITS</th>
<th>TOTAL PER FIREFIGHTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$79,404.00</td>
<td>$34,047.00</td>
<td></td>
</tr>
</tbody>
</table>
What benefits are included in the annual benefits amount? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). Note: Failure to provide this information may result in reductions to the requested amounts.

**BENEFITS FUNDED**

The City of Charleston provides a benefits package to the employee as part of employment with the city. Most benefits are funded by the City and some are shared by the employer and the employee, with several additional contribution options the employee can participate in. These employee benefits comprise the fringe benefit package that averages 32 percent above the annual salary cost and consists of the following: health insurance (medical dental, & vision) (12.9%), FICA (5.2%), state pension (13.4%) workers’ compensation (2.1%). The remaining benefits equate to a very small percentage of the fringe benefits, but include: life insurance, long term and short term disability, and unemployment insurance.

**REQUEST TOTAL**

$742,269.00

**New, Additional Firefighter(s)**

How many full-time firefighter positions are you requesting? “Full-time” is considered 2,080 hours or more worked per year.

**NUMBER OF FIREFIGHTERS**

3

What are the anticipated annual costs per position, per year? Annual costs include the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire department. To get the “average” health care costs, average the annual cost among various health insurance plans offered (i.e., self only, family, etc). Do not use figures that assume all employees will select self or family coverage.

<table>
<thead>
<tr>
<th>Year</th>
<th>ANNUAL SALARY</th>
<th>ANNUAL BENEFITS</th>
<th>TOTAL PER FIREIGHTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$58,000.00</td>
<td>$28,071.00</td>
<td>$86,071.00</td>
</tr>
<tr>
<td>2</td>
<td>$62,640.00</td>
<td>$29,366.00</td>
<td>$92,006.00</td>
</tr>
<tr>
<td>3</td>
<td>$67,280.00</td>
<td>$30,661.00</td>
<td>$97,941.00</td>
</tr>
</tbody>
</table>
amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). Note: Failure to provide this information may result in reductions to the requested amounts.

BENEFITS FUNDED

The City of Charleston provides a benefits package to the employee as part of employment with the city. Most benefits are funded by the City and some are shared by the employer and the employee, with several additional contribution options the employee can participate in. These employee benefits comprise the fringe benefit package that averages 32 percent above the annual salary cost and consists of the following: health insurance (medical dental, & vision) (12.9%), FICA (5.2%), state pension (13.4%), workers’ compensation (2.1%). The remaining benefits equate to a very small percentage of the fringe benefits, but include: life insurance, long term and short term disability, and unemployment insurance.

REQUEST TOTAL $1,858,284.00

More Details for Hiring of Firefighters.

Staffing levels

SAFER intends to restore or improve local fire departments’ staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, a SAFER grant recipient’s response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene.

The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in restoring or improving your staffing levels. The information provided must be a true and accurate depiction of your department on the timelines listed below.

For more information regarding these standards please see the Notice of Funding Opportunity or go to www.nfpa.org/freeaccess

Select the item that best describes the NFPA standard your department is attempting to meet:

1710 - with aerial

What is the department's current (at the start of the application period) budgeted operational staffing level? Include all budgeted positions, even if they are not currently filled.

Current budgeted operational staffing level 354

How many budgeted, but vacant operational positions does your department have at the start of the application period?

13

Please enter information about your organization’s staffing levels in the table below.
Does your department utilize part-time or reserve paid firefighters?  

No

**Hiring of firefighters**

Please provide the following additional information regarding your fire department.

**Based on current staffing levels:**

If your department utilizes overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards, you should remove the number of positions filled by overtime from your calculations.

How often does your department meet the NFPA assembly requirements as indicated in the table above for the department's first due response zone/jurisdiction served?  

Often (60 to 79%)

What is the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the department call volume section of your application?  

4

Do you provide NFPA 1582 annual medical/physical exams?  

Yes

**If awarded the number of positions requested in this application:**

How often do you anticipate that your department will meet the NFPA assembly requirements as indicated in the table above?  

Most of the time (80 to 99%)

What will be the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the
program that is taught in recruit school. Next, interviews are conducted by a panel of administrative staff and operations members combined. From the time of the application period closing until end of the testing process, it takes approximately a month to complete the process. At this point, candidates are selected and conditional employment offers are made. The candidate will then be provided a physical that meets NFPA 1582 Standard on Comprehensive Occupational Medical Program, as well as a psychological evaluation, a background check will be performed, and they will be sized for uniforms and personal protective equipment; this takes an additional month to get everyone through the process. There are a few weeks waiting period for all test results, uniforms and equipment to arrive before the start of the academy. In total, the process will take approximately four months.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many recruits can be trained in one academy class?</td>
<td>32</td>
</tr>
<tr>
<td>How long after award will the department be able to start a recruit class?</td>
<td>If awarded the SAFER Grant by September 2022 the department could start a recruit school in January 2023. That would allow the department a few months to conduct a hiring process and bring on the new employees.</td>
</tr>
<tr>
<td>How often are your recruit classes held?</td>
<td>The Charleston Fire Department has historically run one full recruit school (26 weeks) each year ranging between 24 and 32 recruits. Depending on the attrition rate and growth of the department, the CFD has run a second fast track recruit school (10 weeks) for trained firefighters possessing a minimum of IFSAC/Pro Board Firefighter II, national registry EMT, and at least two years’ experience as firefighter. Due to COVID, the class number was reduced to 24 to allow for social distancing.</td>
</tr>
<tr>
<td>Does the department need governing body approval to accept and implement the award?</td>
<td>Yes</td>
</tr>
<tr>
<td>Provide details on the timeline needed to accept the grant award.</td>
<td>Once awarded, the SAFER Grant the award will need to go before Charleston City Council at the next scheduled council meeting. Council meetings are typically held twice a month. Upon approval, the Mayor will sign the award</td>
</tr>
</tbody>
</table>
Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. Provide only the information being requested for each element; if you provided information pertaining to the narrative elements elsewhere in the application you must still include it below. Failure to provide the information being requested may result in a lower score or the application not being funded.

**Project description**

**Why does the department need the positions requested in this application?**

The Charleston Fire Department is attempting to place a ladder company in service on Johns Island. The area does not currently have a CFD ladder company on the island and must rely on a neighboring agency to assist with the capability or wait for a CFD ladder company, which is more than five miles away and up to 12 miles, depending on the location of the incident. Adding the additional personnel to Johns Island not only staffs a ladder company, but the four additional responders increase the number of firefighters and improve the first alarm assignment. The increased staffing on Johns Island will also assist with the community risk reduction efforts. One company covering a 25 square mile response district makes it difficult for them to be visible in the community.

**How will the positions requested in this application be used within the department? (e.g., 4th on engine, open a new station, eliminate browned out stations, reduce overtime)?**

The positions will staff a new ladder company on Johns Island for a new fire station being constructed. The personnel and apparatus are greatly needed to add to the first alarm assignment and reduce the need from neighboring stations traveling greater distances. If funded, the City is prepared to operate out of the existing station if the personnel are hired before the new station is opened. The department will roster 15 positions for the apparatus if awarded the grant as it does with all apparatus to ensure the staffing factor is achieved to allow for personnel to be off on various types of leave. This ensures a minimum of four personnel are on duty at all times. The staffing includes a company officer (Captain), two apparatus operators (Engineers) because the department operates tractor drawn aerials, thus requiring two drivers. On firefighter position to complete the crew of four. The fifth position is a firefighter/driver position (Assistant Engineer) that can satisfy the role of
suppression efforts depending on the structure and location. This places both the community and the responders at risk by operating shorthanded for an extended period of time. Additionally, the department does not have sufficient resources in the area to maintain an active presence for community risk reduction efforts.

How will that risk be reduced if awarded?

If awarded, the SAFER grant the department will add 4 person staffing on a daily basis and an additional apparatus on Johns Island. This will increase the NFPA 1710 capability around 20%, if awarded. This will allow members to more safely operate on the emergency scene and increase the community risk reduction efforts and presence in the area. This is tremendous improvement in service reliability to a district that is prone to be being disconnected from the neighboring response areas due to its geographic setting, weather and climate impacts.

Cost benefit

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

If awarded the SAFER grant, the department will be able to staff the ladder company ahead of schedule to provide an additional four-person crew and a ladder company to Johns Island and the department. The growth of commercial properties and dense residential neighborhoods warrants a ladder company on Johns Island. If awarded the grant, the Charleston Fire Department will have three years of financial assistance before having to take on the full financial obligation for the positions. This additional time will allow the city to more time to increase the annual budget. The community will receive faster response times and improved capabilities on Johns Island when called, but they should also see increased community risk reduction efforts throughout the year.

Additional information

If you have any additional information you would like to include about the department and/or this

The Charleston Fire Department is a rapidly growing department in a booming area of South
<table>
<thead>
<tr>
<th>Object class categories</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total direct charges</strong></td>
<td><strong>$1,407,738.00</strong></td>
<td><strong>$1,506,099.00</strong></td>
<td><strong>$1,612,335.00</strong></td>
<td><strong>$4,526,172.00</strong></td>
</tr>
<tr>
<td>Indirect charges</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,407,738.00</strong></td>
<td><strong>$1,506,099.00</strong></td>
<td><strong>$1,612,335.00</strong></td>
<td><strong>$4,526,172.00</strong></td>
</tr>
</tbody>
</table>

**Non-federal resources**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant</td>
<td>$0.00</td>
</tr>
<tr>
<td>State</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other sources</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Remarks**

**Total Federal and Non-federal resources**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal resources</td>
<td><strong>$1,407,738.00</strong></td>
<td><strong>$1,506,099.00</strong></td>
<td><strong>$1,612,335.00</strong></td>
<td><strong>$4,526,172.00</strong></td>
</tr>
<tr>
<td>Non-federal</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>resources</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,407,738.00</strong></td>
<td><strong>$1,506,099.00</strong></td>
<td><strong>$1,612,335.00</strong></td>
<td><strong>$4,526,172.00</strong></td>
</tr>
</tbody>
</table>

**Program income**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Contact information**

No

**Secondary point of contact**

Please provide a secondary point of contact for this grant.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

1. Type of federal action: grant
2. Status of federal action: bid/offer/application
3. Report type: initial filing
4. Name and address of reporting entity: Prime
Last name  Tongour
Suffix
Street 1  601 13th St. NW
Street 2  Suite B2
City  Washington
State  DC
Zip  20005
Zip Ext

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award’s Period of Performance (POP).

Equal Opportunity Hiring

By signing this application, I certify that the organization will, to the extent practicable, seek, recruit, and hire members of racial and ethnic minority groups and women to increase their ranks within our organization.

By signing this application, I certify that, if awarded under the Hiring of Firefighters Activity, the organization assures a policy will be put into place, or is currently in place, ensuring that positions filled under this grant are not discriminated against, or prohibited from, engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted
TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing & Community Dev
SUBJECT: CONTRACT BETWEEN THE CITY OF CHARLESTON, P.A.S.T.O.R.S INC., ST. LUKE REFORMED EPISCOPAL CHURCH AND ROPER HOSPITAL INC. FOR THE USE OF HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS TO PROVIDE AFFORDABLE RENTAL HOUSING.

REQUEST: Request the Mayor and City Council approve $126,618 in 2020 program year HOPWA funding for the rehabilitation of two (2) rental apartments located @ 60 Nassau Street and owned by St. Luke Reformed Episcopal Church. The apartments will be dedicated to affordable rental housing for thirty (30) years. The partnership with Roper Hospital Inc., is twenty (20) years and will serve persons or households with HIV/Aids.

COMMITTEE OF COUNCIL: Ways and Means DATE: February 22, 2022

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

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing &amp; Cmty Dev</td>
<td>X</td>
<td>□</td>
<td>Geona Shaw Johnson</td>
</tr>
</tbody>
</table>

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

If yes, provide the following:

- Dept./Div.: HCD
- Account #: __________
- Balance in Account: $223,124
- Amount needed for this item: $126,618

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

NEED: Identify any critical time constraint(s).

CFO's Signature: __________________________

FISCAL IMPACT:

Mayor's Signature: _______________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPVED (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 UNDERSTANDING
TO FACILITATE THE DEVELOPMENT OF SPECIAL NEEDS HOUSING

RECITALS

WHEREAS, P.A.S.T.O.R.S. ("Project Sponsor") is a Community Housing Development Organization with expertise in the planning, financing, and development of affordable housing projects; and

WHEREAS, Project Sponsor is currently implementing a series of affordable rental housing projects and desires to include a set aside for special needs housing in one or more of these projects; and

WHEREAS, Roper Hospital ("Service Provider") administers a series of public health outreach programs and services which includes programs and services for persons with HIV/AIDS; and

WHEREAS, The City of Charleston has Housing Opportunities for Persons with AIDS (HOPWA) funding in the aggregate amount of One Hundred Twenty Nine Thousand Six Hundred Eighteen Dollars ($129,618) to support eligible affordable housing projects; and

WHEREAS, Together, Service Provider and Project Sponsor contemplate Project Sponsor submitting an application to the City of Charleston for HOPWA funding to facilitate the construction of two housing units that will be reserved for Project Sponsor’s affordable housing projects; and

WHEREAS, Project Sponsor desires to finance a portion of the construction costs for the affordable housing projects by entering into a Lease Agreement with Service Provider upon the terms as set forth by the City of Charleston’s HOPWA program.

AGREEMENT

NOW THEREFORE, in consideration of the above recitations and other valuable consideration, the Project Sponsor and Service Provider (collectively referred to as the "Parties") hereby agree as follows:

1. The term of this Memorandum of Understanding ("MOU") shall begin on the date hereof and shall expire Ninety (90) Days thereafter, or on the date a Lease Agreement, is negotiated and entered into by the Parties. The Lease Agreement will detail the structure, terms for implementation, and will outline criteria governing the performance and execution of the scope of work contemplated in this MOU. After the expiration date, either party shall be entitled to terminate this MOU upon not less than thirty (30) days prior written notice to the other party.

2. During the Term of this MOU, the Project Sponsor will work to enter into a Subrecipient Agreement in the aggregate amount of One Hundred Twenty Nine Thousand Six Hundred Eighteen Dollars ($129,618) with the City of Charleston consistent with the intent of this MOU.
3. As contemplated above, upon completion, the project(s) will support two (2) affordable housing units (HOPWA Units) which will be utilized on a first right of refusal basis for low to moderate-income clients served by Service Provider. Project Sponsor, its successors and assigns, will obligate and operate the HOPWA Units in accordance with the Lease Agreement and Subrecipient Agreement.

4. It is understood that close coordination and interfacing of personnel will be necessary in order to carry out the duties and responsibilities as contemplated herein. Accordingly, The Parties agree to cooperate fully and to use their best efforts to carry out and to assist each other in completing the tasks and undertakings contemplated in this MOU. The Participants agree to negotiate any Lease Agreement and/or Subrecipient Agreement in good faith and neither party shall be arbitrary or unreasonable in doing so, but rather each party shall cooperate with the other to accomplish the intent of this MOU.

5. This MOU and the legal relationship between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina. This MOU may be amended only by the written agreement of the Parties hereto executed by all Parties to this MOU.

6. The parties covenant and represent that all approvals and consents for this Agreement have been obtained and that they are authorized and empowered to enter into this Agreement. In consideration of the mutual promises between them and other good and valuable consideration, the parties, intending to be legally bound, hereby execute this MOU. Each of the parties shall exercise best efforts to implement the terms of this agreement. As such, neither party will enter into any discussions and/or agreements inconsistent with the intent of the foregoing MOU. Each of the Parties to this agreement will assist the other Parties to this agreement in obtaining governmental/regulatory or financing approvals.

IN WITNESS WHEREOF the Parties have caused their authorized representatives to execute this MOU and set their hands and seals as of the date first written above.

Roper Hospital, Inc.  
By: Michael Hopley, M.D.  
Its: VP - Chief Diversity, Health Equity and Inclusion

Date: 01/28/2022

P.A.S.T.O.R.S.  
By: PASTORS, Inc. By: P.D. Johnson, II Its: Dev. Director  
Its: Development Director

Date: 01/28/2022
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Roper St. Francis Healthcare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Roper St. Francis Healthcare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: 843-720-8303
To contact us by email send messages to: william.shipley@rsfh.com

To advise Roper St. Francis Healthcare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at douglas.fraser@rsfh.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Roper St. Francis Healthcare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to william.shipley@rsfh.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Roper St. Francis Healthcare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:
i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to william.shipley@rsfh.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Roper St. Francis Healthcare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Roper St. Francis Healthcare during the course of your relationship with Roper St. Francis Healthcare.
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
P.A.S.T.O.R.S., INC.
FOR
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
GRANT

THIS CONTRACT (this "Contract") is entered as of the ______ day of __________, 2022, by and between the City of Charleston, South Carolina (the "City") and P.A.S.T.O.R.S. a South Carolina nonprofit corporation (also referred to herein as the "Subrecipient").

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, Roper Hospital Inc., formerly known as Roper St. Francis Ryan White Program, submitted an application for a Housing Opportunities for persons with AIDS (HOPWA) grant and was subsequently awarded a HOPWA grant in the amount of $220,000.00; and

WHEREAS, Roper Hospital Inc., and P.A.S.T.O.R.S entered into that certain Memorandum of Understanding attached herein, dated January 28, 2022, whereby, P.A.S.T.O.R.S. agrees to construct two (2) rental units @ 60 America Street for use by clients of Roper Hospital Inc.'s, Ryan White Program for a term no less than twenty (20) years; and

WHEREAS, due to the pervasive need for affordable rental housing in the Charleston community, P.A.S.T.O.R.S. agrees to continue renting these units to persons earning eighty (80%) and below for an additional ten (10) years following the expiration of the above-referenced Memorandum of Understanding with Roper Hospital, Inc., and

WHEREAS, the City of Charleston wishes to engage P.A.S.T.O.R.S in utilizing One Hundred Twenty-Six Thousand Six Hundred and Eighteen and no/100 ($126,618.00) Dollars in 20th year Housing Opportunities for persons with Aids (HOPWA) grant funds (the "Funds") as set forth below. Catalog of Federal Domestic Assistance (CFDA) #14.241.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

Funds shall be utilized for expenses related to the construction of two (2) rental units for persons earning no more than eighty (80%) percent of the Area Median Income. The rental units will provide housing for clients served by Roper Hospital Inc.'s Ryan White Program. The Subrecipient shall utilize Funds for the purposes outlined in the narrative attached hereto and incorporated herein as Addendum A.

B. Performance/Objective Monitoring

The City of Charleston shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City of Charleston, shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within thirty (30) days after receipt of
notice from the City of Charleston, contract suspension or termination procedures shall be initiated. Additionally, such non-compliance will constitute a default under this Contract and will entitle the City to any and all remedies available under this Contract, at law or in equity.

The Subrecipient further acknowledges that the general objective category for this project is affordability for the purpose of providing quality housing for those who qualify.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph VI(G) of this Contract.

D. Budget

The program budget (the "Budget") attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date written above and shall end twelve (12) months thereafter (the "Performance Period"). The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the Funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its HOPWA-assisted activities in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of Funds remaining in the Subrecipient's control. In the event that the Subrecipient's performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient's reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston's finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as set forth herein, the City of Charleston reserves the right to cease the Subrecipient's access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this Contract shall not exceed One Hundred Twenty-Six Thousand Six Hundred and Eighteen and no/100 ($126,618.00) Dollars.

B. Disbursements of the Funds to Subrecipient shall be made on a reimbursement basis upon receipt of invoices, supporting documentation, inspection of construction completion and approval by the City.
VI. NOTICES

All notices required under this Contract to either of the parties hereto shall be deemed properly given when deposited in United States mail either by registered or certified mail. Communication and details concerning this contract shall be directed to the following contract representatives:

**City of Charleston**  
Geona Shaw Johnson, Director  
Department of Housing and Community Development  
75 Calhoun Street, Suite 3200  
Charleston, South Carolina 29401  
843.724.3766; Fax: 843.965.4180

**Office of the Mayor**  
Attn: Mayor John J. Tecklenburg  
City of Charleston  
Post Office Box 652  
Charleston, South Carolina 29402  
843.577.6970; Fax: 843.720.3827

**City of Charleston Legal Department**  
Post Office Box 304  
Charleston, South Carolina 29401  
843.724.3730; Fax: 843.724.3706

**Subrecipient**

**P.A.S.T.O.R.S**  
Mr. Fred Johnson, Development Director  
81-B Columbus Street  
Charleston, South Carolina 29403  
803.665.5562  
Email: fajohnson@fajohnsondevelopmentgroup.com

V. SPECIAL CONDITIONS

A. Property Standards

1. Housing units that are improved in any way with the assistance of HOPWA funds, at a minimum, shall meet the applicable Housing Quality Standards in 24 CFR.574.300(b), (4), (5) and (6).

B. Qualification as Affordable Housing and Income Targeting

1. Resident Rent Payment

Tenants receiving rental assistance under this program must pay as rent, including utilities, an amount which is the higher of the following:
i Thirty (30%) percent of the family’s monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses are described in detail in 24 CFR 5.609). The calculation of the family’s monthly adjusted income must include the expense deductions provided in 24 CFR 5.611 (a) and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable; and

ii Ten (10%) percent of the family’s monthly gross income or if the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family’s actual housing costs) is specifically designated by the agency to meet the family’s housing costs, the portion of the payment that is designated for housing.

C. Additional Standards

1. If any Funds disbursed hereunder are used to provide rental assistance, the following additional standards also apply:

   Maximum subsidy. The amount of Funds used to pay monthly assistance for an eligible person may not exceed the difference between:

   i. The Lower of the rent standard or reasonable rent for the unit; and
   ii. The resident’s rent payment calculated under 24 CFR 574.310(d).

D. Rent Standard

The rent standard shall be established by the City and shall be no more than the published section 8 Fair Market Rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit-by-unit basis, the grantee may increase that amount by up to ten (10%) percent for up to twenty (20%) percent of the units assisted. Grantee is the City per the regulations.

E. Rent Reasonableness

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

F. Affirmative Marketing

The Subrecipient shall comply with the Affirmative Marketing Policy of the City of Charleston's Department of Housing and Community Development. The City of Charleston shall annually assess the Subrecipient's compliance with this policy.

VI. GENERAL CONDITIONS

A. General Compliance
The Subrecipient shall comply with all applicable Federal, State and local laws and regulations governing the Funds provided under this Contract. The Subrecipient agrees to comply with the requirements of Title 24 CFR, Part 574 Regulations, of the Housing and Urban Development regulations concerning Housing Opportunities for Persons with AIDS (HOPWA) guidelines, and all federal regulations and policies issued pursuant to those regulations. The Subrecipient shall further agree to utilize the Funds being made available under this Contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200. The Subrecipient shall provide evidence to the City that the insurance requirements are met.

F. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

The City or Subrecipient may amend this Contract at any time provided that such amendments shall make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both parties, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this
Contract. The City of Charleston may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.

H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination; provided, however, that in the event that Subrecipient terminates this Contract prior to achieving all of the items listed on the Scope of Services set forth as Addendum A, Subrecipient shall promptly return all of the Funds to the City upon such termination.

The City of Charleston may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City of Charleston may declare the Subrecipient ineligible for any further participation in City of Charleston contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules and regulations, the City of Charleston may withhold said contract funds until such time as the Subrecipient is found to be in compliance by the City of Charleston or is otherwise adjudicated to be in compliance with this Contract.

VII. ADMINISTRATION REQUIREMENTS

A. Financial Management

1. Financial Management Standards

Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. Accounting Standards

Subrecipient shall comply with the accounting principles and procedures required in 2 CFR Part 200, and utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. Cost Principles

The Subrecipient shall administer its program in accordance with 2 CFR Part 200 for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained
The Subrecipient shall retain all records based on Federal regulations specified in 24 CFR Part 574.530 pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with Funds disbursed under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. The Subrecipient shall maintain current and accurate data on the race and ethnicity of program participants.

2. **Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of services provided. Eligibility for services received shall be determined at intake by: (1) proof of HIV positively based on a serologic test and; (2) proof that the individual or family income does not exceed the low-income for the area as determined by the United States Department of Housing and Urban Development. Supportive services may not be rendered if the residents do not meet these criteria. Such information shall be made available to the City of Charleston and HUD staff or their designees for review upon request.

3. **Property Records**

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold with HOPWA funds. Properties maintained shall continue to meet eligibility criteria and shall conform to the "change of use" restrictions specified in 24 CFR Part 570.505.

4. **Transparency Act Requirements**

The Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB and/or regulatory guidance. Effective October 1, 2010, FFATA required federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information shall include the following:

1. Subrecipient Entity Information (FAIN);
2. Principal Place of Performance;
3. Executive Compensation Data if applicable;
4. DUNS Number and/or Parent DUNS number;
5. CFDA;
6. Project Description;
7. Total Funding Amount;
8. Contract Execution Date;
9. Reporting Month.
5. **Close-Outs**

Subrecipient's obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.

Upon its expiration or dissolution, the Subrecipient shall transfer to the City of Charleston any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under the Subrecipient's control that was acquired or improved in whole or in part with HOPWA funds must be returned to the City and disposed of in a manner which result in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to the expenditures of non-HOPWA funds for acquisition of, or improvement to, the property.

6. **Audits and Inspections**

   a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City of Charleston or the Federal Government or their designees at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. A nonprofit organization that is a grantee or a project sponsor is subject to audit requirements set forth in 2 CFR 200.

   b. Any deficiencies noted in audit reports shall be addressed by the Subrecipient within 30 days after receipt by the Subrecipient and cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

7. **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. In addition to any other remedy available under this Contract, at law or in equity, Funds may be withheld until such documentation is submitted. City of Charleston's failure to enforce this provision does not constitute a waiver of this remedy.

C. **Financial Reporting and Payment Procedures**

1. **Budgets**

The Subrecipient shall submit a detailed contract budget of a form and content prescribed by the City's Finance Department for approval by City. The Parties may
agree to revise the budget from time to time in accordance with existing city policies and this Contract.

2. **Program Income**

The Subrecipient shall report quarterly on all program income defined at 24 CFR 570.500 (a) generated by activities carried out with HOPWA funds made available under this Contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use the program income during the contract period for activities permitted under this Contract. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City of Charleston.

3. **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with 2 CFR 200.414, as applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.

4. **Payment Procedures**

The City of Charleston shall reimburse the Subrecipient monies available under from the Funds under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

5. **Audit of Records**

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with 2 CFR 200. The Subrecipient further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

6. **Fraud Policy**

In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy should be provided to the City upon request.
D. Procurement

1. Compliance

The Subrecipient shall comply with 2 CFR Part 200 and any current City policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.

2. Regulatory Standards

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200.

3. Relocation, Acquisition and Displacement

The Subrecipient shall comply with 24 CFR 574.630 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable City of Charleston ordinances, resolutions and policies concerning displacement of individuals from their residents.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11248, as amended by Executive Orders 11375 and 12086.

As part of the HOPWA grant and Code of Federal Regulations, the Subrecipient shall comply with the following:

- Fair Housing Act (42 U.S.C., 3601-19) and implementing regulations at 24 CFR Part 100;
- Executive Order 11063 and implementing regulations at 24 CFR Part 107;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d) (Nondiscrimination in Federally Assisted programs) and implementing regulations issued at 24 CFR Part 1;
- Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations 24 CFR Part 146;
• Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794) and implementing regulations at 24 CFR Part 8;
• Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C.1701 (u)], (Employment opportunities for lower income persons in connection with assisted projects);
• Executive orders 11625, 12432, and 12138;
• Fair Housing Act and section 504, and implementing regulations [42 U.S.C. 3604(f)] and 24 CFR 100.203-100.205; 29 U.S.C. 794 and CFR Part 8;
• Sections 5151-5180 of the Drug-Free Workplace Act of 1988 and HUD’s implementing regulations 24 CFR Part 24, subpart F; and
• 24 CFR Part 574.300(c) (Limitations of assistance to primarily religious organizations).

2. **Nondiscrimination**

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take appropriate action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Land Covenants**

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR Part 570. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land for a period of ten (10) years to be inserted in the deed or lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract, prohibiting discrimination as herein defined, in the sale, lease, rental, the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

4. **Section 504**

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 et seq) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.
B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the City of Charleston’s specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity guidelines to the Subrecipient to assist in the formulation of such a program.

2. Women/Minority Owned Businesses

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term “minority and female owned enterprise” means a business that is at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by “such minority and women owned business enterprises” regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its subrecipients to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an office or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,
or modification of any Federal contract, grant, loan or cooperative agreement.

b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Subrecipient certifies that the language of paragraphs 1(a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs 1(a) and (b) above shall be disclosed accordingly.

2. **OSHA**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. **Labor Standards**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a – 276a-5) do not apply to this program except where Funds received under this Contract are combined with funds from other federal programs that are subject to the Davis-Bacon Act.

4. **"Section 3" Clause**

a. **Compliance**

The Subrecipient represents and warrants that no contractual or other disability exists which would prevent compliance with these requirements.

5. **Debarred, Suspended or Ineligible Contractors**

Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of or fund any contractor or subcontractor or sub-subrecipient during any period of debarment, suspension or placement or eligibility status under the provisions of 24 CFR Part 24.

D. **Conduct**
1. **Assignability**

The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto, which such consent shall not be unreasonably withheld or conditioned. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. **Conflict of Interest**

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Subrecipient further covenants that in the performance of this Contract, no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agency or other subrecipient which is receiving funds under the HOPWA program.

3. **Religious Organizations**

The Subrecipient agrees that Funds provided under this Contract shall not be utilized for religious activities to promote religious interests or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

4. **Subcontracts**

   a. **Selection Process**

      The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open documentation basis concerning the selection process. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

   b. **Content**

      The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

   c. **Monitoring**

      The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.
IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et. seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended;
- National Environmental Policy Act of 1969;
- HUD Environmental Review Procedures (24 CFR, Part 58); and

B. Flood Insurance Protection

No property to be improved with the assistance of Funds provided under this Contract shall be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59 through 79); or
(2) Less than a year has passed since FEMA notification regarding such hazards; and

(b) The grantee shall ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

C. Coastal Barriers

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this Contract shall be made available within the Coastal Barrier Resources System.

D. Wage Rates

The provisions of the Davis-Bacon Act (40 U.S. C. 276a-276a-5) do not apply to this program except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

E. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners,
prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that shall be taken when dealing with lead-based paint poisoning.

X. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

XI. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient shall abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

***Remainder of Page Intentionally Left Blank***
[Signatures on Following Page]
IN WITNESS WHEREOF, the City of Charleston and P.A.S.T.O.R.S., Inc. have entered into this Contract as of the date first written above.

CITY OF CHARLESTON

By: ____________________________ Witness: ____________________________
   Mayor

By: ____________________________ Witness: ____________________________
   Clerk of Council

P.A.S.T.O.R.S. Inc.
a South Carolina nonprofit corporation

By: ____________________________ Witness: ____________________________
   F.A. Johnson, Development Officer

By: ____________________________ Witness: ____________________________
   Chairman

Employer Identification Number: 57-0828733
ADDENDUM A
SCOPE OF SERVICES
P.A.S.T.O.R.S., Inc.
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

P.A.S.T.O.R.S., Inc. shall provide/ accomplish the following services during the Performance Period.

1. Subrecipient shall construct two rental units for persons earning eighty (80%) percent and below the Area Median Income and are a client of Roper Hospital's Ryan White Program.

2. Subrecipient shall ensure the completion of the two (2) new quality units twelve (12) months from the execution of the contract.

3. Subrecipient shall ensure compliance with the Program Year Budget for 60 Nassau Street, attached as Addendum B.

4. Subrecipient shall ensure compliance with the Note and Mortgage attached as Addenda C & D.

5. Sub-recipient shall ensure compliance with the Affirmative Fair Marketing Policy attached as Exhibit B to the Mortgage.

6. Subrecipient shall ensure that rents paid by the clients are no more than the published Section 8 Fair Market Rents (FMR) or the HUD-approved community-wide exception rent for the unit size.

7. Subrecipient shall implement measure(s) necessary to ensure the confidentiality of all client names and personal information.

8. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200. Subrecipient shall provide evidence to the City that the insurance requirements are met.

### Development Costs

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ADDENDUM B
P.A.S.T.O.R.S.
Program Year Budget for Sixty (60) Nassau Street

ADDENDUM C
HOPWA PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain AGREEMENT BETWEEN THE CITY OF CHARLESTON AND P.A.S.T.O.R.S. INC., FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS with the City of Charleston, South Carolina ("City") of even date herewith (the "Agreement"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, P.A.S.T.O.R.S. Inc., and ST. LUKE REFORMED EPISCOPAL CHURCH the undersigned, (hereinafter referred to as the "BORROWER") promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Thirty (30) years plus one day after the execution of this Note, if not sooner paid, the principal sum of One Hundred Twenty-Six Thousand Six Hundred Eighteen and No/100 ($126,618.00) Dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of prepayment or default hereunder. Said rate shall be calculated on an annual basis (the "Interest Rate") and said Interest Rate may be waived or reduced by and under the sole discretion of the CITY. This Note evidences a loan by the CITY to the BORROWERS for the exclusive purpose of rehabilitating and constructing residential property for rental purposes on that certain piece, parcel and tract of land located at 60 Nassau Street in the City of Charleston, and bearing Charleston County Tax Map No. 459-09-02-102 (the "Property") for the development, in accordance with the Agreement by BORROWER subject to the terms and conditions of the Agreement (the "Project").

This Note is secured by a Mortgage on the above-referenced PROPERTY of even date herewith in favor of the CITY.

So long as the Borrowers comply with the terms and conditions of the Agreement, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of Thirty (30) years from the date of this Note, any then-outstanding balance shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its
security as provided herein or in the Mortgage securing this Note, and the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the BORROWERS default in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the CITY.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the CITY with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the CITY’S rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The CITY- City of Charleston
City Hall
P.O. Box 304
Charleston, SC 29402
Attn: Director, Dept. of Housing & Community Development

The BORROWERS- P.A.S.T.O.R.S. Inc.,
81-B Columbus Street
Charleston, SC 29403
Attn: Development Director

St. Luke Reformed Episcopal Church
60 Nassau Street
Charleston, SC 29403
Attention: Pastor

The BORROWERS shall notify the CITY of any change in the BORROWER’S address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or under
foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten (10%) percent of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of One Hundred Twenty-six Thousand Six Hundred Eighteen dollars and no/100 ($126,618.00) Dollars.

This Note is secured by a Mortgage of even date encumbering the PROPERTY located in the City of Charleston, County of Charleston, State of South Carolina.

IN WITNESS THEREOF, the undersigned has executed this Note on this ____ day of______________, 2022.

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

P.A.S.T.O.R.S. Inc.,

Chairman of the Board

St. Luke Reformed Episcopal Church

Pastor
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON    )

HOPWA PROGRAM MORTGAGE

THIS HOME PROGRAM MORTGAGE (herein the "Mortgage") is made this ___ day of _______,
2022 between St. Luke Reformed Episcopal Church whose address is 60 Nassau Street, Charleston, S.C.,
29403 and the City of Charleston, whose address is City Hall, P. O. Box 304, Charleston, South Carolina
29402 (herein the "Lender").

TO SECURE to the Lender the repayment of the indebtedness evidenced by the HOPWA Program
Promissory Note of even date herewith (herein the "Note"), a copy of which is attached hereto as Exhibit C
and the terms of which are incorporated by reference herein, in the original principal sum of One Hundred
Twenty-Six Thousand Six Hundred Eighteen and no/100 ($126,618.00) Dollars, the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and
the performance of the covenants and agreements of the Mortgagor herein contained, Mortgagor by these
presents does grant, bargain, sell and release unto the Lender, the City of Charleston, its successors and
Assigns, the following real property located in the City of Charleston, Charleston County, State of South
Carolina, described in Exhibit "A", attached hereto and incorporated by reference herein subject to the
remaining terms hereof (herein the "Property") which has the address of 60 Nassau Street, Charleston,
South Carolina (herein the "Property Address").

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

TO HAVE AND TO HOLD all and singular the Property unto the said Lender, its successors and
assigns, forever, together with all the improvements now or hereafter erected on the Property, and all
easement, rights, appurtenances, rents as provided herein at the sole election of the Lender, royalties,
minerals, oil and gas rights and profits, water, water rights, water stock, and all fixtures now or hereafter
attached to the Property, all of which, including replacements and additions hereto, shall be deemed to be
and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are herein referred
to as the "Property".

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and
has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

The Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Mortgagor and Lender acknowledge and agree that this Mortgage is security for the obligation of the Mortgagors, St. Luke Reformed Episcopal Church and P.A.S.T.O.R.S., Inc., to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Upkeep of Property. The Mortgagor shall keep the dwelling when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Mortgagor shall complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Mortgagor shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Mortgagor shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. Insurance, etc. The Mortgagor shall provide, maintain and deliver to the Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the PROPERTY, the Lender shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor shall assign to the Lender any award of damages, or portion thereof, in connection
with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.

4. **Taxes, etc.** The Mortgagor shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

5. **Change in Form of Ownership.** The Mortgagor shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low-or very low-income households (as these terms “affordable” and “low-or very low-income households” may be defined by the Lender or HUD).

6. **INTENTIONALLY OMITTED**

7. **Occupancy Control; Compliance with Contract.** The Mortgagor hereby covenants and agrees that it will demolish and construct housing at the Property for the purpose of constructing rental dwelling for persons earning 60% and below the Area Median Income. The Mortgagor further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. **Affirmative Marketing Policy.** Attached as Exhibit B.

9. **Superior liens; Subordination.** Mortgagor covenants and agrees that this Mortgage shall be a first priority lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Mortgagor shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. **Layering.** The parties acknowledge that there is a prohibition under the HOPWA Program Regulations of the use of HOPWA funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Mortgagor agrees to the repayment of such of the HOPWA Program funds to bring the ratio in
conformity with the HOPWA Program Regulations to eliminate excessive impermissible layering.

11. **Mortgagors Not Released.** Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Mortgagor or any successor in interest of the Mortgagor shall not operate to release, in any manner, the obligations of the original Mortgagor and Mortgagor's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

12. **Forbearance by Lender Not a Waiver.** Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. **Lender as Attorney in Fact.** Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Assignment, assumption.** The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Mortgagor without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this
provision by documenting in writing agreed to between the Lender, Mortgagor and transferee.

16. **Successors and Assigns Bound.** The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Mortgagor, if any.

17. **Joint and Several Liability.** All covenants and agreements of the Mortgagor shall be joint and several.

18. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. **Notice.** Any notice of one party to the other shall be in writing to the parties as follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Mortgagor:

St. Luke Reformed Episcopal Church
Attn: Pastor or Chairman of the Board of Trustees
60 Nassau Street
Charleston, SC 29403

P.A.S.T.O.R.S Inc.,
81-B Columbus Street
Charleston, SC 29403

The Mortgagor shall notify the Lender of any change in the Mortgagor’s address.

20. **Governing Law and Severability.** This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. **Mortgagor’s Copy.** The Mortgagor shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) **Thirty (30) years** plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however,
that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Mortgagor defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Mortgagor defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. **Rights to Appoint Receiver.** Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. **Attorney's Fees.** Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including reasonable attorney's fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. **Termination of Mortgage.** When the Mortgagor, Mortgagor's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and
agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void. Otherwise it shall remain in full force and effect in accordance with the terms of the Note and Mortgage.

26. **Riders.** The terms and conditions of any rider executed by Mortgagor and recorded together with this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is a part of this Mortgage. A Hypothecation Agreement Rider is attached to this Mortgage.

26. **Mortgagor's Right to Possession.** The Mortgagor is to hold and enjoy the Property until default of payment shall be made.

Upon completion of all terms and conditions of this Note by the Mortgagor and upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this Note by the Lender at the Mortgagor’s own cost.

IN WITNESS THEREOF, the Mortgagor has executed this Mortgage this ______ day of ________, 2022.

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

__________________________
St. Luke Reformed Episcopal Church

By: ________________________
Name: _______________________
I's: Pastor

STATE OF SOUTH CAROLINA )
) COUNTY OF CHARLESTON )

I, ________________________, the undersigned Notary Public, do hereby certify that St. Luke Reformed Episcopal Church by __________, its Pastor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ______ day of ____________, 2022.

__________________________
Notary Public
State of South Carolina
My Commission Expires: __________________________
ADDENDUM E

HYPOTHECATION AGREEMENT RIDER
TO HOPWA PROGRAM MORTGAGE
FROM
St. Luke Reformed Episcopal Church ("Mortgagor")
TO
CITY OF CHARLESTON ("Lender")

The HOPWA Program Mortgage ("Mortgage") given by Mortgagor to Lender dated _____________, 2022, is in the form of hypothecated security in that it is given to secure the debt of another, to wit: the indebtedness evidenced by the Note dated as of ________________, 2022 in the original principal amount of $99,958.00 (as may be amended from time to time, the "Note"), which was made and delivered by P.A.S.T.O.R.S., a South Carolina nonprofit corporation ("Borrower"), to and for the benefit of Lender. Mortgagor represents and warrants that it will derive a material benefit from the Lender's loan to Borrower and agrees that such benefit is sufficient consideration to support the Mortgage. In the event of a default by Borrower under the Note, Mortgagor expressly covenants and agrees that Lender shall be entitled to exercise all rights and remedies set forth in the Mortgage and as otherwise permitted by law, including, without limitation, foreclosure of the encumbered property. The foregoing provisions are made by Mortgagor as an inducement to Lender to make the Borrower's loan secured hereby.

WITNESSES:

MORTGAGOR:

St. Luke Reformed Episcopal Church

__________________________
By: ____________________________

__________________________
Name: ____________________________

__________________________
Its: ____________________________

STATE OF SOUTH CAROLINA)
) COUNTY OF CHARLESTON  

) ACKNOWLEDGMENT

The undersigned Notary Public does hereby certify that St. Luke Reformed Episcopal Church, by _________________________, did personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this ____ day of ________________, 2022.

__________________________
Notary Public for South Carolina
My Commission Expires: ___________
EXHIBIT A

AFFORDABLE HOUSING RESTRICTIVE COVENANTS

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )
                      )

RESTRICTIVE COVENANTS

WHEREAS, P.A.S.T.O.R.S., a South Carolina Nonprofit Corporation ("P.A.S.T.O.R.S.") is contracted to develop for St. Luke Reformed Episcopal Church that certain piece, parcel or lot of land located in Charleston County, South Carolina, known generally as 60 Nassau Street, the same being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (together with any improvements now or hereafter located thereon, the "Property"); and

WHEREAS, P.A.S.T.O.R.S. intends to construct and rehabilitate, two rental apartments serving persons or households earning eighty (80%) percent and below the Area Median Income (as discussed below), together with related utilities, infrastructure, and personal property, all as more particularly set forth herein below (collectively, the "Project"); and

WHEREAS, the City of Charleston ("City") has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992 (the "Act"); and

WHEREAS, in order to finance a portion of the cost of the Project, P.A.S.T.O.R.S. has applied for access to funds held by the City under the Act totaling One Hundred Twenty-Six Thousand Six Hundred Eighteen and no/100 ($126,618.00) Dollars ("Total Funds"); and

WHEREAS, a portion of the Total Funds, Eighteen thousand and /300 hundred ($18,300) Dollars, in HOME Investment Partnerships Program funds having been previously awarded and expended by P.A.S.T.O.R.S. for pre—development expenses related to the Project. (the "Current Funds"); and

WHEREAS, pursuant to the terms of that certain Agreement between The City of Charleston and P.A.S.T.O.R.S. for Housing Opportunities for Persons with Aids funds as of February 22, 2022, the City has agreed to make the Current Funds available for said purpose, via a deferred, forgivable loan (the "Loan") to P.A.S.T.O.R.S. totaling One Hundred Twenty-Six Thousand Six Hundred Eighteen and no/100 ($126,618.00) Dollars which Loan is evidenced by a Promissory Note and a Mortgage (which includes the Total Funds, the "Mortgage") from P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church to the City, which Mortgage is recorded simultaneously herewith, for use by P.A.S.T.O.R.S. in construction of the Project, all in accordance with and subject to the terms and conditions of the Loan Agreement; and
WHEREAS, the Loan Agreement requires that the Property be subjected to certain restrictions regarding the future use of the Property; and

WHEREAS, the City desires to evidence such restrictions by recording these Restrictive Covenants (the "Restrictive Covenants").

NOW, THEREFORE, IN CONSIDERATION OF the benefits to P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church set forth in the Loan Agreement and other good and valuable consideration, the receipt and adequacy of which

1. For the entire Affordability Period (hereinafter defined) the Property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the restrictions, covenants, liens and conditions set forth in these Restrictive Covenants, which restrictions, covenants, liens and conditions shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns. Anything contained herein, or in the Notes or Mortgage to the contrary notwithstanding, these Restrictive Covenants shall continue in full force and effect for a period of 30 years from the date hereof (the "Affordability Period"), without regard to payment of the Loans or discharge of the debts evidenced thereby.

2. P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein rents are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the City and/ or HUD).

3. P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church shall only lease the dwelling units to low-and very low-income households and further agrees not to charge any rent that is in excess of the rent allowed as "HOPWA Rent" under the provisions of the applicable HOPWA Program Regulation, which shall be no more than thirty (30%) percent of the annual income of the household. P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church shall not include in any lease any of the "prohibited lease provisions" as provided by the City and/ or HUD.

4. P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church shall not discriminate against or deny occupancy of any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State, or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the Property be one reserved for elderly tenants or special needs tenants as approved by the City or HUD. Additionally, P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church shall be responsible for renting the units in the Property without regard to race, color, religion, sex, familial status, national origin, age or
handicap of the tenant.

5. P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church hereby covenant and agree that for the entire Affordability Period, 100% of the rental units in the Property shall be rented to low-and very low-income households which are families and individuals whose incomes do not exceed 80% of the Area Median Income as established by HUD.

6. P.A.S.T.O.R.S. and St. Luke Reformed Episcopal Church covenant and agree that for the entire Affordability Period, only “affordable rents” as determined by HUD shall be charged for the rental of the units in the Property. P.A.S.T.O.R.S. must annually verify the tenant’s income and also sign a recertification that the incomes have been verified.


8. The invalidity or unenforceability of any provision of these Restrictive Covenants shall not affect the other provisions hereof, and these Restrictive Covenants shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9. The City is the intended beneficiary of these Restrictive Covenants and shall have the full right of enforcement of the terms hereof.

***Remainder of Page Intentionally Left Blank***

[Signature on Following Page]
IN WITNESS WHEREOF, P.A.S.T.O.R.S and St. Luke Reformed Episcopal Church has executed these Restrictive Covenants this _____ day of February, 2022.

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

P.A.S.T.O.R.S.,
a South Carolina nonprofit corporation

By: Rev. Anna Graham Miller
Its: Vice- Chairperson

I Attest:

________________________
Witness 1

________________________
Witness 2

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

St. Luke Reformed Episcopal Church

By:
Its: Pastor

I Attest:

________________________
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Rev. Anna Graham-Miller, Vice-President of P.A.S.T.O.R.S., a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and Official Seal this the ___ day of February, 2022.

__________________________
Notary Public for South Carolina
My Commission Expires: _____________

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Rev. Dr. Julius Barnes, Pastor of St. Luke Reformed Episcopal Church appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and Official Seal this the ___ day of February, 2022.

__________________________
Notary Public for South Carolina
My Commission Expires: _____________
EXHIBIT “A”

Legal Description

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on Nassau Street, in the City of Charleston, County of Charleston, State of South Carolina, as shown on a plat entitled “BOUNDARY SURVEY SHOWING PROPERTY LINES TO BE ABANDONED BETWEEN 5 PARCELS LOCATED ON NASSAU STREET CITY OF CHARLESTON CHARLESTON COUNTY, S.C.”, by Jeffery Steven Cooper, RLS No. 12516, of Forsberg Engineering & Surveying, Inc., dated October 2, 1991, revised February 4, 1992, and recorded on March 12, 1992 in Book CG at Page 071 in the ROD Office for Charleston County. Said parcel having such size, shape, dimensions, buttions and boundings as will appear by reference to said plat.

Said parcel is currently known in the present numbering of streets of the City of Charleston as No. 60 Nassau Street and containing 0.473 acres, more or less, as depicted on said plat.

TMS No. 459-09-02-102
City of Charleston
Affirmative Marketing Policy

Statement of Policy
It is the affirmative marketing goal of the City of Charleston to ensure that individuals who normally might not apply to purchase newly constructed or rent vacant rehabilitated units because of their race or ethnicity:

- know about vacancies,
- feel welcome to apply, and/or
- have the opportunity to purchase or rent the units.

The City will also ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity supported in whole or in part by the City of Charleston or its housing partners.

The City of Charleston is committed to the goals of affirmative marketing which will be achieved through the following procedures:

1. Information. All brochures and other printed materials produced by or for the City in order to publicize affordable housing units shall contain information on the applicability of federal Fair Housing laws. All public announcements will mention the applicability of fair housing standards to the program. Groups with a known or anticipated interest in fair housing will be provided with information copies of all printed materials and releases.

2. Requirements. Property owners and their managing agents, if applicable, will be required to adhere to the information standards of the preceding paragraph as they apply to the marketing program or tenant-seeking efforts of the owner or manager of the rental project in question. The City will arrange with the Housing Authority of the City of Charleston to offer appropriate assistance to affected owners and managers in their marketing programs, as well as offer its own assistance. This will be done in order to inform and solicit rental applications from perspective tenants in the housing market area who are not likely to apply for the housing without special outreach efforts. The City of Charleston will require that the property owners selected for participation in the program comply with affirmative marketing requirements by means of an agreement which will be applicable for the affordability period of the unit(s). Failure to carry out the agreement could make an owner ineligible received benefits from the City for future projects. Owners or rental properties newly constructed or rehabilitated under this program shall be responsible for renting assisted units without regard to race, color, religion, sex, national origin, age, or handicap of the tenant. Additionally, property owners shall agree to carry out an affirmative marketing
program to attract tenants of all groups. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities through the type of media customarily utilized and by using the "Equal Housing Opportunity" logo.

3. **Records.** Chronological records by project will be kept by the City regarding efforts by the owners, managers, Housing Authority, and the City to market vacant units according to affirmative marketing standards. The owner, or manager as applicable, will be required to keep records of the following tenant characteristics of households filling vacant units subject to this marketing system.

   1.) Name the tenant
   2.) Annual income of tenant
   3.) Race and ethnicity of tenant
   4.) Household family size
   5.) Rent charged
   6.) Elderly, blind or handicap
   7.) Gender of head of household

   Such records will also include:

   - Copies of advertisements placed in the local newspapers.
   - Owner's involvement with the local public housing authority.

4. **Assessment of Effort.** The advertising and marketing programs owners and managers of affected dwelling units will be monitored to ensure: 1) compliance with the information standard, 2) cooperation with the Housing Authority in outreach programs, and 3) accuracy of record-keeping regarding new occupancies of vacant units. In situations where the owners or managers fail to keep a reasonable standard of compliance with the system, those responsible will be informed of the deficiencies and offered the opportunity to correct problems. City staff will discuss way to improve owners' efforts prior to taking corrective actions. If owners continue to fail to meet the affirmative marketing requirements, the City of Charleston, after fair warning and an opportunity to correct identified deficiencies, may disqualify an owner from further participation in future programs administered by the City.
Prohibited Provisions in Tenant Leases

The lease between the owner and tenant cannot contain any of the following provisions:

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

- **Agreement regarding treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out. The owner may dispose of personal property in accordance with state law.

- **Agreement excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.

- **Waiver of right to appeal a court decision.** Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

- **Agreement to pay legal costs, regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
RENTAL PROGRAM
CERTIFICATIONS AND REQUIREMENTS

Annual Verification and Re-certification of Tenant Income
I/We understand that it is the borrower's responsibility to annually verify the incomes of the occupants of each unit and to also certify in writing that the tenants' incomes are in compliance with the HUD regulations. The verified initial incomes of tenants must not exceed eighty percent (80%) of the area median income (please see attached income limits chart). In the event that a tenant's income increases and exceeds eighty percent (80%) of the area median income, the tenant will be allowed to remain in the unit provided the "over-income tenant" pays no less than thirty percent (30%) of their adjusted monthly income for rent and utilities. Additionally, the first subsequent workforce housing unit which becomes vacant must be leased to another eligible tenant (whichever is appropriate) to replace the over-income unit.

Initials

Annual Rent Reviews
I/We understand that I/we will be required to annually re-examine rents charged to the workforce housing units to ensure that the rents charged do not exceed the maximum HUD rent control limits. I/We also understand that HUD may change the rents at any time, and HUD may also adjust the rents up or down on an annual basis. The adjusted rent limits will be made available by the City.

Initials

Lease Prohibitions
I/We certify that we have received a copy of the prohibited lease provisions and agree not to include any of the prohibited lease provisions in the lease agreement with tenants occupying the workforce housing units.

Initials

Annual Housing Quality Standards Inspections
I/We understand that the City will be required to make annual inspections to ensure that the workforce housing units are being properly maintained and meet, at minimum, the City's Housing Quality Standards (HQS). If it is determined by the City that the units do not meet the City's HQS, I/we will immediately upon notification make the necessary repairs in order to be in compliance with the City's HQS.

Initials
Affirmative Marketing Policy
I/We hereby verify that I/we have received, read, and understand the City of Charleston’s Affirmative Marketing Policy, and we further agree to abide by the requirements as set forth in the policy.

Initials

Agreement
I/We agree to all the before-mentioned certifications and requirements and understand that these requirements will remain in effect for the full affordability period. I/We further agree to adhere to any subsequent policies and or regulations as established by the City or HUD in order to remain in compliance.

BORROWER  DATE

CO-BORROWER  DATE
TO: John J. Tecklenburg, Mayor  
FROM: Deputy Chief Chito Walker  
DEPT. Police Department  
SUBJECT: FY22-23 SCDPS SRO GRANT  
REQUEST: Approval to submit an application for the FFY22 SCDPS SRO Grant for funding for two School Resource Officers in connection with Charleston County School District, an annual renewal.  
COMMITTEE OF COUNCIL: Ways & Means  
DATE: February 22, 2022  
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)  
Corporate Counsel □ Yes □ N/A □ Signature of Individual Contacted □ Attachment □  
Cap. Proj. Cmte. Chair □ □ □ □ □  
Chief of Police □ X □ □ □  
Grants Coordinator □ X □ □ □  
FUNDING: Was funding previously approved? Yes □ No X 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 X □  
NEED: Identify any critical time constraint(s).  
This application is due on February 25, 2022  
CFO’s Signature: [Signature]  
FISCAL IMPACT: There is no match required for this grant.  
Mayor’s Signature: [Signature] John J. Tecklenburg, 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

To: Mayor John Tecklenburg
From: Chito Walker, Deputy Chief of Police
Subject: FY22 SCDPS SRO Program
Date: February 22, 2022

The purpose of this memorandum is to request permission for the Charleston Police Department’s application to the SCDPS School Resource Officer grant program. The application is due on February 25, 2022.

If awarded, the grant will be a continuation of the School Resource Program currently in partnership with the Charleston County School District, providing funding for officers for Memminger Elementary and James Simmons Elementary Schools. The purpose of the program is to provide a community policing approach practiced in a school environment. School Resource Officers have three main functions: law enforcement officer, teacher, and counselor.

This grant does not require a City match.

Please do not hesitate to email David Plesich, Grants Coordinator, at <plesichd@charleston-sc.gov> should you have any questions or concerns.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Stormwater Management
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE II CHANGE ORDER #7
REQUEST: Approval of Change Order #7 with Gulf Stream Construction Company, Inc., in the amount of $73,258.51 for additional repairs and concrete sheet pile repairs.


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

<table>
<thead>
<tr>
<th>Position</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature</th>
<th>Attachment</th>
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<tr>
<td>CPR Committee Chair</td>
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<tr>
<td>Corporate Counsel</td>
<td>V</td>
<td></td>
<td>[Signature]</td>
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<tr>
<td>Stormwater Mgt Director</td>
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<td></td>
<td></td>
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<tr>
<td>MBE Manager</td>
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FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt. Acct # 051160-58240
Balance in Account $73,258.51 Amount needed for this item $73,258.51 Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO’s Signature: [Signature]

FISCAL IMPACT: Approval of Change Order #7 will increase the construction contract by $73,258.51 (from $11,998,112.91 to $12,071,371.42). Funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), and Charleston County Accommodations Tax Fees ($400,000.00).

Mayor’s Signature: John J. Tecklenburg 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 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
City of Charleston
Construction Change Order

PROJECT:  211522
(NUMBER) Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)
(NAME)

CONTRACTOR: Gulf Stream Construction Company, Inc.

CHANGE ORDER NO.: 7

1. Description of the Change Order:
(Reference any attachments by name and date)

Type 2 Repairs and Concrete Sheet Pile Repairs totaling $163,164.00 - Going towards the contingency line item of $150,000.00
CO04 $3,664.51, CO05 $66,430.00, CO07 $163,164.00 = $223,258.51
CO07 Amount will be $73,258.51

2. Adjustments to the Contract Amount:

Original Contract Amount .............................................................. $ 11,976,855.02
Change by Previously Approved Change Orders ................................ $ 21,257.89
Contract Amount prior to this Change Order .................................. $ 11,998,112.91
Amount of this Change Order ....................................................... $ 73,258.51
New Contract Amount, including this Change Order ......................... $ 12,071,371.42

3. Adjustments in Contract Time:

Original Date for Substantial Completion ..................................... 02.15.2022
Change in Days by Previously Approved Change Orders ................. 0 Days
Change in Days for this Change Order ........................................ 0 Days
New Date for Substantial Completion ........................................... 02.15.2022

4. Amount of this Change Order performed by MBE................................. $

Johnson, Mirmiran & Thompson, Inc.
Architect/ Engineer
235 McGrath Darby Boulevard,
Suite 275
Mt. Pleasant, SC 29464

Gulf Stream Construction Company, Inc.
Contractor
1983 Technology Drive
Charleston, SC 29492

City of Charleston
Owner
80 Broad St
Charleston, SC 29401

Signature
Laura E. Boisclair
By: Laura E. Boisclair
Date: 01/24/2022

Signature
Justin Ballard
By: Justin Ballard
Date: 01.14.2022

Signature
John J. Tecklenburg
By: John J. Tecklenburg
Date: __________________
J Frank Newman  
City of Charleston  
2 George Street  
Charleston, South Carolina 29401

Re:  Low Battery Phase 2 (211522)  
COR07 – Type 2 Repairs and Concrete Sheet Pile Repairs

We hereby request a change order for the item and dollar amount outlined below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total Price</th>
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<tr>
<td>1</td>
<td>Type 2 Repairs</td>
<td>180</td>
<td>LF @ 165.30</td>
<td>$29,754.00</td>
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<tr>
<td>2</td>
<td>Concrete Veil Sheet Pile Repair</td>
<td>312</td>
<td>LF @ 427.50</td>
<td>$133,380.00</td>
</tr>
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TOTAL         $ 163,134.00

If there are any additional questions regarding this matter please give me a call at 843-572-4363

Sincerely,

Justin Ballard  
Project Manager
TO: John J. Tecklenburg, Mayor  
FROM: Joe Swaim / Andrew Jones  
DEPT. Stormwater Management  
SUBJECT: BARBERRY WOODS IMPROVEMENT FEE AMENDMENT #3  
REQUEST: Approval of Fee Amendment #3 with W.K. Dickson & Co., Inc., in the amount of $714,353.00 for design services from 30% completion to final design and permitting as well as real estate services and appraisals.

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

CPR Committee Chair
Corporate Counsel ✔
Dir. of SW Management

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following: Dept/Div Public Svc-Engineering Acct # 050366-58238
Balance in Account $714,353.00 Amount needed for this item $714,353.00

NEED: Identify any critical time constraint(s)

CFO's Signature: 
FISCAL IMPACT: Approval of Fee Amendment #3 will increase the professional services contract by $714,353.00 (from $719,895.00 to $1,434,248.00). Funding for this project is the Drainage Fund.

Mayor's Signature: John J. Tecklenburg, 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 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
This is EXHIBIT K, consisting of [29] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 6, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. __3__

The Effective Date of this Amendment is: _______.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:  City of Charleston

Engineer:  W. K. Dickson & Co., Inc.

Project:  Barberry Woods Drainage Improvement

Nature of Amendment:

____ X Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ X Modifications of payment to Engineer

____ X Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Please refer to Attachment A, Scope of Services, dated January 21, 2022.
Agreement Summary:

<table>
<thead>
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<th>Amount</th>
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<tr>
<td>Net change for prior amendments</td>
<td>$221,825.00</td>
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<tr>
<td>This amendment amount</td>
<td>$714,353.00</td>
</tr>
<tr>
<td>Adjusted Agreement amount</td>
<td>$1,434,248.00</td>
</tr>
</tbody>
</table>

Change in time for services (days or date, as applicable): 230 Additional Calendar Days

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Charleston, SC

ENGINEER: W. K. Dickson & Co., Inc.

By: ____________________________
Print name:_______________________
Title: ___________________________
Date Signed:____________________

By: ____________________________
Print name: Bill Young
Title: Vice President
Date Signed: 02-11-22
ATTACHMENT A

SCOPE OF SERVICES
CITY OF CHARLESTON, SC
BARBERRY WOODS FINAL DESIGN EFFORT
JANUARY 21, 2022

The project scope detailed below includes an overall summary of the final design effort for the Barberry Woods Drainage Improvement Project:

This Project’s purpose is to reduce flooding in the Barberry Woods community utilizing stormwater engineering and bioengineering practices while minimizing downstream impacts (water volume and water quality) while following the intent of recommendations from the Dutch Dialogues applicable to John’s Island. Proposed flood mitigation solutions and designs are to consider creating additional watersheds storage, creating a stabilized stream realignment, increase wetlands for flood storage and improve overall infiltration through bio infiltration practices.

This scope covers the aspects required for final planning and design, including project administration, additional site survey, grant and permit submittals, soil investigations, H&H and groundwater modeling updates, 60% plan production, public meetings, 90% plan production, 100% Plan production and coordination with the City’s Development and Technical Review Committees.

The ENGINEER’s scope of services shall include the following:

1.0 Project Administration

The ENGINEER will administer the project in a manner to be responsive to the needs and schedule of the Owner, assure the quality of the product, and coordinate with permitting and political agencies. The following project administration efforts will include but not be limited to the following items:

1.1 Project Billing Administration

The ENGINEER shall oversee the project team relative to ensuring budget, schedule, and conformance to the project scope on a day-to-day basis. The ENGINEER shall also provide a minimum of two project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise. It is assumed that project administration will occur on an ongoing basis throughout the entire project.
Also, the ENGINEER shall maintain a cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents. Project Management is anticipated to occur on an ongoing basis throughout the entire project.

This task also includes updating the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended due to the City holding up delivery of scoped work or scope of work expansion. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed, and dated) by a professional engineer and/or surveyor and/or landscape architect registered in the state of South Carolina. ENGINEER will participate in project closeout and ensure it is completed on a timely basis.

The ENGINEER shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing.

1.2 Monthly Status Meetings

The ENGINEER shall meet with the Owner's Project Team as appropriate throughout the life of the project via conference call and/or Microsoft Teams Meetings or be available to answer project related questions on a regular basis via phone calls and email. It is assumed that the ENGINEER will attend 5 (five) monthly progress meetings in Charleston, SC.

2.0 Additional Field Surveys

2.1 Additional Detailed Design Survey

The ENGINEER shall perform additional field survey of the drainage system and surrounding area (as shown in Exhibit 1) as needed to complete the Project's final design.

All surveying shall be in accordance with current South Carolina state surveying standards. The work shall be conducted using conventional, GPS, or other accepted land surveying methods. Local benchmark(s) as established by the National Geodetic Survey shall be used to establish horizontal and vertical control within the project limits. Horizontal and Vertical datum shall be
NAD 83 (2011 adjustment) and NAVD 88. The mapping is to be drawn and scaled to ground coordinates and tied to the horizontal and vertical datums.

The ENGINEER shall be responsible for identifying all field survey data necessary to complete the Final Design Phase of the Project. The detailed survey shall include sufficient data within the agreed limits of the existing drainage system area as described above and labeled to:

a. Update the Existing Conditions Model to include this new survey;
b. Produce base mapping for final design plans;
c. Produce easement exhibits and plats; and
d. Produce a digital topographic map with contours at a minimum of 1’ intervals.

The survey shall include the following:

- Elevations at all inverts and other dimensions of any significant hydraulic restriction or system element including culverts, bridges, pedestrian bridges, aerial utility lines, and low water crossings;
- Location, height, and profiles of all elements, such as guardrail or handrail, adequate to perform overtopping analysis on all significant hydraulic elements;
- Channel/floodplain information including centerline, low point (thalweg), toe and top of bank elevation, any major change in slope of bank at locations (minimum every 50 feet) such that an accurate channel/floodplain plan view and profile can be generated (all major changes in slope, cross-section, and direction of the channel/floodplain must be captured). Each channel cross-section shall have at least five points within and inclusive of the channel banks and shall have a minimum of two points outside the channel banks on each side of the channel;
- Elevations along the road centerlines, edge of pavement, and curb lines (left and right) adequate to produce profiles suitable for accurate modeling and design;
- Locations of storm drainpipes and drainage structures including sizes, shapes, material, invert elevations, and rim/grate elevations;
- Locations of sanitary sewer pipes and sewer structures including sizes, materials, invert elevations, and rim elevations, including the next upstream or downstream manholes;
- Horizontal locations and sizes of all underground and overhead utilities (water, sewer, gas, electric, telephone, cable, fiber optic, etc.) that may impact the planning and preliminary design analysis including: poles, lines, boxes, etc. as marked by One Call;
• Include corners of all buildings, first floor location and elevations, all vent opening locations and elevations, HVAC unit location and elevations, all crawl space door locations and elevations, and spot elevations and locations of the lowest adjacent grade to the permanent structure for all buildings that may be flooded and/or may be impacted by proposed improvements. Note whether the structure has a crawl space or a slab foundation. It is estimated there are 13 structures where the lowest adjacent grade information will be needed;

• Locations of other physical features that may be affected by construction of possible alternatives including driveways (type), fences (type), walls, signs, planters, sheds, rock outcroppings, etc. For sheds, note whether the structure is a permanent structure and if it has electricity;

• Locations of all trees greater than, or equal to, 8" diameter (labeled with size and variety), ornamental trees of any size, any landscaped areas, any forested areas/tree lines within the projected work area, and any trees required by the City's Tree Ordinance, the ENGINEER shall tag all trees greater than 24" dbh to be located and note species and diameter prior to the surveyor's field work;

• Locations of property irons to the extent necessary for purposes of overlaying and verifying legal descriptions and plats; and being able to prepare easements future easement plats;

• Description, book, and page number of the official registry of all properties affected by the Project, including current property owner name(s), tax parcel identification number, street address, existing property acquisitions, rights-of-way, and existing recorded easements associated with the Project from the Register of Deeds. Results of deed research will be provided to the City as part of the survey submittal; and

• Topographic Survey shall be mapped using 1' contours.

The ENGINEER shall submit draft hard copy survey drawings at a 1" = 20' scale (as an amendment to the current base files if applicable) and an electronic copy of the survey drawing to the City for review and comment. This additional survey shall be merged with any existing base survey. The ENGINEER shall address City comments and provide the final survey data to the City in an electronic format and a reproducible copy. The electronic form shall be compatible with AutoCAD Civil 3D and shall include the digital drawing files, digital terrain model (Civil 3D Surface), and the points ASCII file.

A Professional Land Surveyor shall seal the reproducible copy and certify that it is a Class A survey. The drawing shall include all surveyed information, including control
points. Information shall be distinguished by an adequate number of layers in accordance with
the City's standard layers and symbols.

2.2 Field Survey Project Administration

Prior to acceptance and use of the survey, the ENGINEER shall perform a field review of the
survey to verify that it is complete, accurate, and meets the requirements of the Project scope.
ENGINEER will manage this phase and the survey coordination in a manner to be responsive
to the needs and schedule of the City and the ENGINEER and assure the quality of the product.

3.0 United States Army Corps of Engineers (USACE) Nationwide Permit (NWP)

Submittal

The preferred permitting approach for the Section 404/401 authorization includes applying for a
Nationwide Permit (NWP) 27: Aquatic Habitat Restoration, Establishment, and Enhancement
Activities. The NWP 27 authorizes activities associated with the restoration, enhancement, and
establishment of wetlands and riparian areas, and the restoration and enhancement of streams
and open waters, provided those activities result in net increases in aquatic resource
functions and services. This includes utilizing an aquatic habitat reference for the design.
Charleston District Regional Conditions for the NWP 27 require that intermittent stream
impacts over 300 linear feet obtain a waiver from the USACE. Additionally, perennial stream
impacts over 300 linear feet cannot be authorized under an NWP 27. It is important to note that
NWP 27 will be re-authorized on March 18, 2022 and regional conditions are subject to change
after this date which may determine whether the project is authorized by an NWP or an
Individual Permit (IP). If the project design does not meet regional conditions requirements for
the NWP, an IP will be required for authorization of impacts, which is not included in the
current scope of work. See Task 3.4 “Additional Specified Service – Individual Permit” for more
information concerning an IP.

3.1 Field Assessments:

Field assessments of the additional 3.83 acres included within the new survey will need to be
performed to confirm locations of previously delineated wetlands and streams. This includes
collecting data to complete USACE regional data forms for jurisdictional determination (JD)
documentation. Streams will also be scored utilizing SCDHEC Stream ID methodology to
determine intermittent and perennial streams status within the project area. Additionally,
habitat assessments of wetlands and streams will be performed to determine aquatic resource
function and values and/or an aquatic habitat reference to track measurable increases in net
aquatic habitat created through the design.
3.2 Pre-application Meeting / JD Verification

Due to the unique nature of this project, a pre-application meeting with USACE and SCDHEC will be coordinated to obtain regulatory feedback (or buy-in) on the design and permitting approach. If possible, this meeting will be coordinated to coincide with the JD verification performed by the USACE. It is assumed this meeting will occur prior to the 60% design submittal as described in Phase 9. Engineer shall coordinate all necessary parties, meeting locations, permissions, and documentation for the pre-application process.

3.3 Section 404 Permit - NWP 27 (T&M)

Specific design measures associated with the Barberry Woods Drainage Project will determine whether an NWP 27 is acceptable by the USACE for the project. An NWP 27 is attainable if the design incorporates a net increase in aquatic function and services. In other words, impacted wetlands and streams will need to improve upon the function and value from previous conditions. Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services. Tasks for this permit include preparing the required permit documentation and mapping; meeting regulatory agencies on site (if not during the pre-app) or virtually to review the project area, and one round of response comments to finalize the permitting requirements. It is estimated that the process could take between 3 to 6 months to complete depending on regulatory questions and comments.

This Task is setup as a Time and Materials (T&M) effort, where only the time, based on an hourly effort, and associated reimbursables for this task will be billed. This task will not be billed until written approval from the City is provided.

Task 3.3 Limitations/Exclusions:

- The scope and fee are based on existing 2017 USACE Charleston District Regional Guidelines for the NWP 27. Charleston District regional conditions are subject to change during the reauthorization of the new NWPs on March 18, 2022. Significant changes to the NWP 27 may require an updated scope and fee for the project;
- If the design cannot show net increases in aquatic habitat function or services, or if the project does not meet Charleston District Regional Conditions, an Individual permit will be required;
- This task does not include preparations of a Permittee Responsible Mitigation (PRM) plan;
- This task does not include preparations or submittal of an Individual Permit if NWP 27 is not feasible; and
• This scope does not include any archaeological survey in support of NWP.

3.4 Specified Additional Service - Individual Permit (IP) (T&M)
This Task Item is considered a Specified Additional Service and will not be utilized unless written authorization is provided by the City. If this Task Item is authorized by the City, this fee will be combined with the fee specified in Section 3.3 and will be charged on a Time and Materials basis. If this Task Item is authorized, the scope for Section 3.3 will be considered null and void and the below scope will be applied.

If an NWP 27 cannot be pursued, a 404/401 Individual Permit Application (IP) will be required for impacts. IP decisions are made on a case-by-case basis by the regulatory agencies and approvals sometimes take between 6-12 months. Following the pre-application meeting, a permit application package will be prepared with an alternatives analysis for the project and a compensatory mitigation plan. The Alternative Analysis will evaluate if less adverse impacts on the aquatic ecosystem exist through other options. A compensatory mitigation plan will include measures taken onsite to avoid, minimize, and compensate for unavoidable impacts in addition to purchasing mitigation credits through an USACE "approved" bank. The consultant will determine the amount of mitigation credits needed in accordance with the USACE Charleston District Mitigation Guidelines.

Once the permit application is submitted to the USACE and considered complete, a 30-day public notice will be issued. The USACE will consider views from the public and other local, state, and federal agencies during their review process. SCDHEC will also review the permit at this time for the 401 Water Quality Certification. However, SCDHEC will require a fee of $100 or $1000. After SCDHEC makes a permit decision, there is a 15-day appeal period before authorizing the permit.

Tasks under the IP includes addressing public, local, state, and federal agency comments made on the project. The IP task also includes coordination with the USACE and up to two (2) rounds of permit response documentation. Additional visits and permitting responses requested by agencies will be considered additional services.

Prior to submittal to the USACE, the ENGINEER will provide the City with a draft copy of the 404/401 Permit Application Package for review. The City shall provide the ENGINEER with comments on the package. The ENGINEER will address the City's comments and submit a final copy of the 404/401 Permit Application Package to the City for approval and the ENGINEER will submit to the USACE. The ENGINEER will manage the permit review process on behalf of the City. The approved permit will be sent to the City.
Task 3.4 Limitations/Exclusions:

- An IP will require compensatory mitigation purchased from an USACE “approved” bank.
- This task does not include preparations of a Permittee Responsible mitigation (PRM) plan. It is assumed this effort will be prepared by the City as a component of their overall mitigation plan.

4.0 Property and Storm Drainage Acquisition Assistance

4.1 Plat Map Production

Consultant will prepare a plat map for PINs 3120000105, 3120000254, 3120000959, and 3120000263 that will be used during the property acquisition process. Due to the size of these properties, several survey monuments will need to be established to confirm property boundaries and any existing easements. This plat map will be prepared to meet the standards and review of the City of Charleston, standards of recordation within Charleston County and the State of South Carolina.

4.2 Property Acquisition Negotiation

ENGINEER will prepare property acquisition material for PINs 3120000105, 3120000254, and 3120000959 as shown in Exhibit 1, and will also negotiate, on behalf of the City, with the property owner during the acquisition process. This effort also assumes that the City will prepare, through their own staff or contract attorneys, all instruments of conveyance, title opinions and will coordinate closings.

Also, this effort will include an appraisal report for PINs 3120000105, 3120000254 and 3120000959, which will be used to estimate the fee simple market value of these tracts. Since tracts 3120000254 and 3120000959 are owned by the same entity, it is assumed that one (1) appraisal report will be prepared for both properties. This sums to a total of two (2) appraisal reports for these three tracts. These appraisals will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. This appraisal will also comply with the Uniform Standards for Federal Land Regulations (USFLA).

4.3 Testimony Effort (T&M)

This task is setup for the appraiser to provide court appearance or court testimony to support the overall appraisal effort or provide further information to the court as needed. This Task is setup as a Time and Materials (T&M) effort, where only the time, based on an hourly effort, and
associated reimbursables for this task will be billed. This task will not be billed until written approval from the City is provided.

5.0 Utility Coordination and Design

The Utility Coordination efforts shall at a minimum identify, address, and/or resolve all utility conflicts and required public utility easements associated with the construction of the recommended drainage improvements. This task also includes the design of public utilities relocations, the development of construction plans and supporting documents if required, along with the coordination of private utilities.

The OWNER should be copied on all correspondence or communications between the ENGINEER and any agency or utility owner or representative.

5.1 Public Utility Coordination

The ENGINEER shall coordinate with City of Charleston, Charleston County, Charleston Water System, SCDOT, AT&T, Comcast, Dominion, and any other public serving utility, when the impacted utility falls within their jurisdiction, when both existing and proposed utilities may be affected by the Project. The recommended storm drainage improvements and public utility relocations shall be designed with the goal of minimizing conflicts with all utilities. All utility conflicts shall be resolved in a timely manner prior to the completion of the construction plans.

5.2 Utility Relocation Design (T&M)

The ENGINEER shall coordinate and design the resolution of minor and major relocations and all incidental adjustments for existing Charleston Water System utilities (i.e., water, sewer) as required for construction of the recommended improvements for the Project and as directed by the OWNER. It is assumed that up to 500 linear feet of both water and sewer line redesign will be included within this design phase. The design of water and sewer improvements shall adhere to Charleston Water System Policies, Procedures, Standards and Specifications as applicable.

This Task is setup as a Time and Materials (T&M) effort, where only the time, based on an hourly effort, and associated reimbursables for this task will be billed. This task will not be billed until written approval from the City is provided.

5.3 Utility Relocation Construction Plans & Supporting Documents (T&M)

The ENGINEER shall prepare construction plans and supporting documents for all existing water and sewer public utilities that will be relocated, removed, or adjusted as part of the
Project. The construction plans and documents will be submitted for OWNER and agency review to gain approvals and permits.

The ENGINEER shall include all proposed water and sewer public utility relocations, installations, removals, and adjustments on the construction plans and obtain approval from the OWNER. The 60%, 90%, and 100% Submittals of these plans and documents are described in Phases 9, 10, and 12 respectively.

The utility relocation plans and supporting documents shall be sealed by a registered Professional Engineer and shall include, but are not limited to, the following:

a. Minor relocations, installations, removals, and adjustments for water and sewer utilities shall be included on the storm drainage improvements plan and profile sheets. Minor relocations do not include changes in the utility capacity or provide new service.

b. Major relocations, installations, and removals, for public water and sewer utilities shall be shown on separate plan and profile sheets as required. The construction plans and supporting documents for major water and sewer relocations and installations shall include plan sheets at a scale of 1" = 20' horizontal and profile sheets at a scale of 1" = 4' vertical (if required), and as directed by the Charleston Water System.

c. Detail sheets for the proposed public utilities as required.

d. A construction cost estimate for the public utility relocations including quantity take-offs (included in overall construction estimate).

This Task is setup as a Time and Materials (T&M) effort, where only the time, based on an hourly effort, and associated reimbursables for this task will be billed. This task will not be billed until written approval from the City is provided.

5.4 Private Utility, Gas, and Private Electrical Coordination

The ENGINEER shall attempt to identify all private utilities, agencies, and electrical infrastructure whose facilities (both existing and proposed) may be affected by the Project. The recommended storm drainage improvements and water and sewer utility relocations shall be designed with the goal of minimizing conflicts with all services. Utility conflicts shall be resolved in a timely manner prior to the completion of the construction plans. Private utility coordination shall include, but is not limited, to the following tasks:

a. The ENGINEER shall attend one (1) field meeting with the private utilities and private electrical infrastructure after the 90% Submittal, or as required by the utility agency.

b. The ENGINEER shall request existing utility data/maps from the utility owners that define the location or description of existing utilities, easements of record, within the Project limits.
c. To facilitate preparation of private utility relocation plans, the ENGINEER will submit draft design plans to private utilities at 60% design. This will occur such that development of private utility relocation plans and any necessary easements may be coordinated and included in the 90% design. The ENGINEER will work with pole owners as well as other utilities to identify areas that may require additional permanent utility easements.

d. The ENGINEER will coordinate the resolution of utility conflicts with the respective owners. The design and adjustment of privately-owned utilities will be the responsibility of the respective owners, with coordination provided by the ENGINEER. The ENGINEER will illustrate the private utility design and adjustment of utility items on Utility by Others (UBO) plans. The Engineer will assist the City with preparing documents needed to contract or coordinate with private utility owners to facilitate their relocation.

e. The ENGINEER shall furnish information pertaining to recommended construction limits of disturbance and project improvements to utility owners. The ENGINEER shall consider the needs of the utilities during the design of the improvements.

f. The ENGINEER shall work to resolve any conflicts (both private and public) identified. These resolutions shall be included in the design and/or shown on the construction plans, right-of-way plats, and easements exhibits.

6.0 Traffic Control Plans and Approvals

The ENGINEER shall coordinate with South Carolina Department of Transportation (SCDOT) and City of Charleston Traffic and Transportation Department to develop construction traffic control plans and supporting documents. The ENGINEER shall assist the OWNER in obtaining approval for the project and/or securing a Municipal Agreement.

6.1 SCDOT and City of Charleston Traffic and Transportation Department Coordination

The ENGINEER shall coordinate with SCDOT and City of Charleston Traffic and Transportation Department to design proposed improvements with the goal of minimizing conflicts and disruption to existing roadways and maintaining ingress and egress to public and private properties during construction of the recommended improvements. Coordination for traffic control shall include a maximum of one (1) virtual meeting with SCDOT and City of Charleston Traffic and Transportation Department to discuss the recommended improvements and conceptual plan to perform traffic control during construction activities and any coordination required by the respective agencies. The meeting shall occur during the development and design of the recommended improvements and before the 60% Design Submittal. The Project Manager shall attend all meetings and shall be included on all
correspondence or communications between the ENGINEER, SCDOT and City of Charleston Traffic and Transportation Department.

6.2 Traffic Control Design

The ENGINEER shall prepare traffic control plans that include a phasing sequence listing work to be done in each phase, traffic control diagrams and details of each phase (SCDOT or consultant prepared drawing), and any special considerations, such as time limitations, hour of day limitations, or intermediate completion times/liquidated damages to construct the proposed improvements. The design must also address and include all traffic control devices, signs, restrictions, and pavement markings required during construction of the recommended improvements. The construction traffic control plans and documents will be submitted for OWNER and agency review to gain approvals and permits. The 60%, 90%, and 100% Submittals of these plans and documents are included in Phases 9, 10, and 12 respectively.

The traffic control construction plans shall be sealed by a registered Professional Engineer and conform to the following:

a. Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions;
b. The current edition of the “South Carolina Supplement to the MUTCD”;  
c. The current edition of the “Approved Products List for Traffic Control Devices in Work Zones”;  
d. The current edition of the “South Carolina Flagger’s Handbook”; and  
e. The current edition of the “Highway Design Branch Roadway Design Standards”, with all subsequent revisions.

6.3 Traffic Control Plans & Supporting Documents

The proposed traffic control construction plans and supporting documents shall include, but are not limited to, the following:

a. Traffic Control General Notes sheet; 
b. Traffic Control Phasing sheet(s); and  
c. Traffic Control diagrams, symbols, and details at a scale to be approved by the Project Manager.
7.0 Erosion Control and SWPPP Design

The ENGINEER shall coordinate with the City's Erosion Control Program to develop Erosion Control and Stormwater Pollution Prevention Plans (SWPPP) to obtain approvals and applicable permits for the project.

7.1 Erosion Control and SWPPP Coordination

The ENGINEER shall coordinate with the City's Erosion Control Program with the goal of developing construction plans that will meet or exceed all applicable regulatory requirements and minimize erosion and control sedimentation during construction of the recommended improvements. Coordination for erosion control shall include a maximum of one (1) meeting and/or discussions with City staff discuss the proposed improvements and conceptual plan for addressing erosion control. The meetings shall occur during the development and design of the recommended improvements. The Project Manager shall be included in the meetings and/or on all correspondence or communications between the ENGINEER and City Erosion Control staff.

7.2 Erosion Control and SWPPP Design

The ENGINEER shall design, specify, and include in the construction plans erosion control measures that meet or exceed all applicable regulatory requirements and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements of the City's Stormwater Design Standards Manual (January 2020 version), SCDHEC, and all applicable regulations.

7.3 Erosion Control and SWPPP Plans & Supporting Documents

The ENGINEER shall prepare erosion control construction plans, calculations, and supporting documents for the team and agency review to gain approvals and permits. The ENGINEER shall show all erosion control measures and details on the plans. The 90% and 100% Submittals of these plans and documents are described in Phases 10 and 12 respectively.

The erosion control and SWPPP plans and supporting documents shall be sealed by a registered Professional Engineer and include the following:

a. Proposed Storm Drainage Improvement Plans;
b. Erosion and Sedimentation Control Plans at a minimum scale of 1” = 40’ or as approved by the Project Manager;
c. Detail drawings and specifications;
d. Vegetative Plan;
e. Maintenance Plan;
f. Construction schedule;
g. Brief Narrative of the proposed improvements and erosion control measures;
h. Project topographic map and soils data;
i. Supporting calculations;

7.4 EC/SWPPP/CZC Permitting

This task includes applicable City, County, and SCDHEC submittals of Site Plan, SWPPP, and Coastal Zone Consistency (CZC) permitting packages. The ENGINEER will prepare and submit required documents described above to the appropriate review agencies. Any applicable permitting fees will be paid by the ENGINEER and included as Reimbursable expenses.

8.0 Contract Document Preparation

8.1 Contract Documents

The ENGINEER shall prepare thorough and complete Contract Documents to cover those items of material, work, and other conditions special to the Project. The ENGINEER shall utilize the Engineers’ standard specifications that will be combined with the Front-End Contract Documents associated with the EJCDC Contract for Construction of a Large Project contract language. The ENGINEER will provide the required technical specifications for this project and it is assumed the City will provide the Front-End Contract Documents. The ENGINEER shall develop and take responsibility for the special provisions section by editing and expanding upon the City's “Standard” special provisions. This contract and associated specifications will be provided to the City for review during the 60% and 90% Submittals. The ENGINEER shall await City approval of the 90% submittal before completing the documents for the 100% submittal. The specifications and special provisions for the Project shall include, but not limited to, measurement and payment for items associated with the proposed storm drainage improvements, utility relocations, traffic control, erosion control, rain delays, and condition of agency approval that is not adequately described by City Standard Special Provisions. The specifications and project special provisions document shall be sealed by a registered Professional Engineer and submitted to the City for review and approval.

9.0 60% Plan Production

9.1 60% Design Submittal

The task includes construction design plans at a 60% level that will allow for further development and refinement of the design and subsequent review by City.
The ENGINEER shall submit two (2) full-size sets of the construction plans to the City’s Project Manager for review and comment. The submittal shall also include a digital copy of the construction plan drawings in PDF format. The City’s Project Manager will return all pertinent comments to the ENGINEER. All comments requiring revision will be incorporated into the 90% Design Submittal described in Phase 10.

The ENGINEER will prepare 60% design plans for the project based on the 30% design plans provided within the conceptual plan development. The presented alignment will be utilized and further refined to develop the 60% plans. The 60% Construction Plans must be at an appropriate level of completeness to accurately identify at a minimum:

- Proposed stormwater and stream channel alignments;
- Proposed stormwater improvements profile with cover and conflicts shown;
- Earthwork cut/fill summary report;
- Constructability concerns and limitations;
- Any custom drainage structures or required culvert replacements;
- Anticipated easement limits and affected properties;
- Water and sewer relocations (as required);
- Private utility conflicts (i.e. large fiber optic duct banks);
- Key stake holders;
- Traffic control concerns (major detours, dead end road access etc.);
- Any proposed items that may exceed the typical cost expectations;
- Any other concerns which may affect the remainder of planning and construction (wetlands, stream impacts, graveyards, railroads etc.);
- Grading for the natural stream channel, floodplain wetlands, water control structures, habitat enhancement features and vegetation management/planting;
- Guidance on erosion and sediment control measures, soil salvaging and stockpiling, and construction staging;
- Design details for natural stream channel, floodplain wetlands, water control structures, habitat enhancement features and vegetation management (invasive species mgmt./tree protection) and revegetation design; and
- Provide a monitoring and maintenance plan for the project.

A budget cost analysis to an Association for the Advancement of Cost Engineering (AACE) Class 2 Accuracy will be computed using recent bid tab information from similar projects and input on the local bid climate from City staff. The budgeted cost analysis will contain overall costs that incorporates future maintenance costs and construction costs accounting for inflation. Budget costs for drainage improvements will include, at a minimum, installation of the following elements:
- channel restoration and stabilization material;
- storm drainage improvements;
- grading;
- necessary street improvements;
- water and sewer utility relocations;
- erosion and sediment control measures;
- traffic control measures;
- miscellaneous items (e.g. fencing, walls, etc.);
- property/easement and right of way acquisition estimates;
- Construction Engineering and Inspection Services; and
- Monitoring and Maintenance Services.

The task also includes one (1) review meeting held over Microsoft Teams with the appropriate City staff to receive and discuss review comments.

9.2 60% Design - Proposed H&H and Groundwater Model Update

The proposed H&H and groundwater model will be updated to reflect the 60% plan development, including changes to the topographic DTM resulting from the proposed natural channels, floodplain wetlands, water control structures and potential culvert upgrades. Also, changes to the land use resulting from the vegetation management/planting and habitat enhancement will be included. Additionally, consideration of changing climate conditions and projections of sea level rise will be included as part of the proposed model and evaluations to ensure long term impacts of climate change are considered with conjunction of the Dutch Dialogues approach.

Once the H&H SWMM is updated, then the respective groundwater model will be revised to account for the new surface flow patterns. A combined proposed conditions model will be created that will match the proposed improvements shown in the 60% design plans.

9.3 60% Design - DRC/TRC Review and Comments

Design Review Committee Submittal:
The ENGINEER shall submit the 60% plan set to the City’s Development Review Committee for review. The submittal process shall follow the “Design Review Committee Process and Procedures” as described on the City’s website, which includes the application form, six half-size plans and the landscape architectural renderings used for the Public Outreach effort. This effort will cover the second submittal to the DRC, whereas the 30% plans was the first submittal, subsequent rounds as necessary, and will incorporate comments to gain DRC approval to proceed to the 90% design.
Technical Review Committee Submittal:
The ENGINEER shall submit the 60% plan set to the City's Technical Review Committee for review. The submittal process shall follow the "Technical Review Committee Procedural Manual" as provided on the City's website. This effort will cover the first round of the TRC submittal, subsequent rounds as necessary, and will incorporate comments received into an updated 90% plan.

9.4 60% Design - Basis of Design Report

The Project's Basis of Design Report will be updated to reflect the 60% design documents. Any Owner comments for revision on the 30% Basis of Design Report (Preliminary Engineering Report) will be incorporated. This report will identify and discuss the following project items:

a. Existing wetlands;
b. The project hydrologic and hydraulic calculations supporting the project's 60% design;
c. Engineer's Opinion of Probable Cost; and
d. Engineer's Opinion of Probable Cost vs Project Budget Analysis.

A digital copy of the Basis of Design Report will be provided to the Owner for review/approval. Any Owner comments will be incorporated into the 90% Basis of Design Report. This Basis of Design Report will be signed and sealed by a Licensed SC Professional Engineer.

10.0 90% Plan Production

10.1 90% Design Submittal

The 90% plan set will further refine the preliminary design as shown within the 60% plan set in addition to incorporation of comments and suggestions that were provided during the City's review of the 60% plans.

The ENGINEER will submit two (2) full-size copies and one (1) half-size copy of the 90% Plans. This submittal shall include all items listed in Task 9 and any other items that were noted during the 60% design plan review.

The ENGINEER shall provide plans and/or text documents that address and/or respond to all comments made by City staff.

10.2 90% Design - TRC Review and Comments
Technical Review Committee Submittal:
The ENGINEER shall submit the 90% plan set to the City’s Technical Review Committee for review. The submittal process shall follow the "Technical Review Committee Procedural Manual" as provided on the City’s website. This effort will cover the first round of the TRC submittal, subsequent rounds as necessary, and will incorporate comments received into an updated 100% plan.

10.3 90% Design - Basis of Design Report

The Project’s Basis of Design Report will be updated to reflect the 90% design documents. Any Owner comments for revision on the 60% Basis of Design Report will be incorporated. This report will identify and discuss the following project items:

a. The project hydrologic and hydraulic calculations supporting the project’s 90% design;
b. Engineer’s Opinion of Probable Cost; and
c. Engineer’s Opinion of Probable Cost vs Project Budget Analysis.

A digital copy of the Basis of Design Report will be provided to the Owner for review/approval. Any Owner comments will be incorporated into the 100% Basis of Design Report. This Basis of Design Report will be signed and sealed by a Licensed SC Professional Engineer.

11.0 FEMA No-Rise Effort

ENGINEER will complete a No-Rise Submittal for the outfall replacement, which is located in the 100-year Floodplain. The ENGINEER will develop this No-Rise Submittal based upon the most recent guidance issued by the Federal Emergency Management Agency (FEMA) as related to the National Flood Insurance Program Requirements specified in Section 60.3 (d)(3) – Floodway Requirements. The ENGINEER assumes that, per the most recent guidance document, a limited hydraulic analysis will be performed to verify that this proposed design will meet the requirements of a No-Rise.

It is also noted that while there is no mapped Floodway within the project limits, if the proposed design meets the requirements associated with a No-Rise Submittal, then all applicable State and City floodplain requirements will also be met for this project.

The ENGINEER will compile necessary submittal documents including the following:

- Project Narrative Letter identifying No-Rise conditions;
- Topographic Work Map; and
- South Carolina Professional Sealed No-Rise Certification, and

This scope does not include:
- Additional maps beyond the topographic work map; and
- CLOMR or LOMR efforts.

12.0 100% Plan Production

12.1 100% Design Submittal

The ENGINEER shall develop 100% design plans and specifications in sufficient form and detail for the OWNER to release construction contracts for public bid. The 100% design shall have all necessary agency and committee approvals and include the final version of all items required in the 90% design submittal. The ENGINEER shall submit the 100% plans to the OWNER for review and approval. The submittal shall include up to three ‘sets’ of plans:

- Set One
  - One (1) sealed & signed bond copy of all sheets;
  - One (1) sealed & signed copy of the project special provisions;
  - One (1) copy of the quantity take-off in the City standard format;
  - One (1) copy of the ENGINEER’s construction cost estimate; and
  - One (1) PDF copy each of the plans (not sealed & signed), SPs and quantity take-off.

- After the OWNER has verified that all revisions are complete and has obtained all signatures required. The ENGINEER shall submit the following (the final 100% submittal):
  - Four (4) full size copies of the plan set;
  - Four (4) copies of the contract documents;
  - One (1) half size copy of the plan set;
  - Four (4) copies of the project special provisions;
  - Four (4) copies of the quantity take-off;
  - Four (4) copies of the ENGINEER’s construction cost estimate;
  - One (1) digital copy of the project special provisions; and
  - One (1) digital copy of the quantity take-offs in the City standard format.

The ENGINEER shall also submit a digital copy of all final design plans, traffic control plans, erosion control plans and details (electronic files shall be in the current version compatible with AutoCAD), specifications and computations, models, and “PDF” files for other written documents.

12.2 100% Design - Proposed H&H and Groundwater Model Update
The proposed H&H and groundwater model will be updated to reflect the 100% plan development, including changes to the topographic DTM resulting from the proposed natural channels, floodplain wetlands, water control structures and potential culvert upgrades. Also, changes to the land use resulting from the vegetation management/planting and habitat enhancement will be included. Additionally, consideration of changing climate conditions and projections of sea level rise will be included as part of the proposed model and evaluations to ensure long term impacts of climate change are considered with conjunction of the Dutch Dialogues approach.

Once the H&H SWMM is updated, then the respective groundwater model will be revised to account for the new surface flow patterns. A combined proposed conditions model will be created that will match the proposed improvements shown in the 100% design plans.

12.3 100% Design - TRC Review and Comments

Technical Review Committee Submittal:
The ENGINEER shall submit the 100% plan set to the City’s Technical Review Committee for review. The submittal process shall follow the “Technical Review Committee Procedural Manual” as provided on the City’s website. This effort will cover the first round of the TRC submittal, subsequent rounds as necessary for approval, and will incorporate comments received as required in a resubmittal.

12.4 100% Design - Basis of Design Report

The Project’s Basis of Design Report will be updated to reflect the 100% design documents. Any Owner comments for revision on the 90% Basis of Design Report will be incorporated. This report will identify and discuss the following project items:

- The project hydrologic and hydraulic calculations supporting the project’s 100% design;
- ENGINEER’s Opinion of Probable Cost; and
- ENGINEER’s Opinion of Probable Cost vs Project Budget Analysis.

A digital copy of the draft Basis of Design Report will be provided to the Owner for review/approval. Any Owner comments will be incorporated into a final, sealed Basis of Design Report. After subsequent review/approval of the draft report; one digital copy will be provided to the Owner as the final deliverable. This Basis of Design Report will be signed and sealed by a Licensed SC Professional Engineer.
13.0 **Bidding Services**

The ENGINEER will provide the following bid services, including:

- Preparation of construction bidding documents, proposal bid forms, and bond forms;
- Reproduction of the plans and documents for bidding;
- Advertisement of the project;
- Maintenance of the bidder’s log;
- Attending and conducting up to one (1) Pre-Bid Meeting;
- Attending and conducting the bid opening;
- Issue up to two (2) addendums;
- Provide clarifications and information as requested by bidders in the form of addenda;
- Tabulation of the bids received;
- Reviewing the bid packages for compliance with the contract requirements; and
- Recommendation of the contractor.

14.0 **Public Outreach**

14.1 Public Outreach Service (HOA and General Public)

After the 60% Submittal and at the direction of the City’s Project Manager, the ENGINEER shall arrange for a coordination meeting with the Homeowner’s Association of the “Barberry Woods”, the “Oaks at St. Johns Crossing Property Owners Association, Inc.” and the “The Cottages at John’s Island” neighborhoods, and the general public, to present the design of the recommended improvements. Information gathered at this coordination meeting shall be incorporated into the 90% Design Plans and supporting documents, if appropriate, after discussions with the City’s Project Manager.

Under the direction of the City’s Project Manager, the ENGINEER shall:

- Arrange this coordination meeting (including facility reservation and facility setup);
- Prepare/update up to six (6) unique landscape architect exhibits and/or renderings to appropriate scale as approved by the City Project Manager including, but not limited to, streets, buildings, tree lines, drainage system, proposed drainage improvements, proposed ecological enhancement structures and flooding limits at appropriate locations.
- Participate and conduct one (1) public meeting to present the storm drainage improvements including the following:
  i. Solicit input from citizens;
  ii. Answer technical questions from citizens; and
  iii. Prepare and record all discussions for meeting minutes and submit them to the City’s Project Manager within five (5) days of the meeting.
14.2 Public Outreach (City Departments)

The ENGINEER shall prepare one (1) PowerPoint presentation to present to City departments including City Council, Public Works Committee, and any other City political group at the direction of the City’s Project Manager. This task includes a maximum of three (3) in-person presentations.

Under the direction of the City’s Project Manager, the ENGINEER shall:

- Arrange these presentations (including facility reservation and facility setup);
- Participate and conduct up to three (3) presentations to discuss the storm drainage improvements including the following:
  - Answer technical questions; and
  - Prepare and record all discussions for meeting minutes and submit them to the City’s Project Manager within five (5) days of the meeting.

14.3 Public Outreach (General – StoryMap)

The ENGINEER will update and maintain the Project’s ArcGIS StoryMap to facilitate project tracking and public communication. In keeping with the current StoryMaps being utilized for other Capital Projects, the ENGINEER will utilize base mapping GIS data services hosted by the City for layers including:

- municipal boundaries;
- transportation routes;
- planimetrics;
- existing utilities;
- hydrology and wetland boundaries; and
- aerial imagery.

The ENGINEER will update and maintain the ArcGIS StoryMap as project milestones are achieved. Information will be added to the StoryMap to explain the project objectives and approach and to communicate project schedule and possible impacts to service. The ENGINEER will add data layers to be developed during the project such as project boundaries, updated utility locations, photographs, and analysis results. Data layers that are in progress during the project will be hosted by ENGINEER in a secured ArcGIS Online account. Upon completion of the project, the data developed for the ArcGIS StoryMap will be transferred to the City’s ArcGIS Online account for continued hosting.
15.0 **General Consulting**

15.1 General Consulting (T&M)

The ENGINEER will provide General Consulting services for the Owner, only upon receipt of written authorization from the Owner, related to running simulations on the Barberry Woods model to provide information related to flooding risk and model output evaluation. This task is setup to cover the time and material costs incurred by the ENGINEER to perform these General Consulting services for the City. The time and material costs will be billed out at the hourly rates as attached to this scope.

To the extent possible, the ENGINEER will notify the Owner in advance if the need for General Consulting is anticipated. Additional General Consulting tasks include:

- Additional Hourly Services not listed above under “Scope of Services.”
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the Owner.

15.2 Real Estate Legal Services General Consulting (T&M)

The ENGINEER will provide Real Estate Legal Services General Consulting services for the Owner, only upon an approved scope, cost proposal and receipt of written authorization from the Owner, related to mediation services and producing real estate legal vehicles to assist with property acquisition. This task is setup to cover the time and material costs incurred by the ENGINEER to perform these General Consulting services for the Owner. The time and material costs will be billed out at the hourly rates of the approved Legal Firm providing General Consulting services. Upon written approval from the Owner, funds from this Task can be reallocated to Task 15.1 with an approved scope and cost proposal.

16.0 **Reimbursables**

Reimbursables shall include software costs for reproduction costs for plans, specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

17.0 **Cut Material Soil Samples and Evaluation**

17.1 Cut Material Soil Samples and Evaluation
The Engineer shall obtain soil samples using ATV-mounted drilling equipment at a depth of approximately 20 feet below the ground surface for 3 different boring locations. This effort includes:

- Collecting samples at 5-ft, 10-ft, 15-ft and 20-ft depths for each boring location;
- Analyzing each sample in a lab to determine the sample constituents, including particle size distribution and specific gravity; and
- Including standard lab test reports summarizing the lab results.

17.2 Soil Evaluation Project Administration

Prior to acceptance and use of the soil sample results, the Engineer shall perform a review of the soil sample lab results to verify that it is complete, accurate, and meets the requirements of the Project scope. Engineer will manage this phase and the soils evaluation coordination in a manner to be responsive to the needs and schedule of the City and the Engineer and assure the quality of the product.

After soil sample evaluations are complete, the Engineer will reach out to local sand/soil suppliers, contractors, and landfills to determine demand for the soils and determine the cost and/or savings for the project. Based upon the findings from the evaluation the Engineer will prepare an executable strategy on the handling of the cut soil and spoils. At a minimum the strategy will identify where on the project the cut fill be used, or which interested parties would accept these soils, any accepting landfills or locations to store spoils, including coordinating and approval from any party, and overall project savings versus bringing all spoils to an accepting landfill. Project bid documents will be updated to incorporate this strategy.
FEE:

Engineer’s compensation is summarized below in Table 1 for Tasks 1 – 17 (as noted in the above Scope of Services) for the total fee amount of $714,353.00:

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<th>Task Description</th>
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Exhibit K – Amendment to Owner-Engineer Agreement.

EICDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
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W.K. DICKSON & CO., INC.
2022 RATE SCHEDULE

LABOR

Principal $250.00/hr.
Senior Consultant $230.00/hr.
Senior Project Manager $220.00/hr.
Senior Technical Manager $220.00/hr.
Project Manager $192.00/hr.
Technical Manager $192.00/hr.
Senior Project Engineer $170.00/hr.
Project Engineer $160.00/hr.
Senior Scientist $150.00/hr.
Scientist $137.00/hr.
Landscape Architect $185.00/hr.
Staff Landscape Architect $150.00/hr.
Senior Planner $182.00/hr.
Planner $139.00/hr.
Senior Civil Designer $145.00/hr.
Civil Designer $132.00/hr.
Senior GIS Analyst $155.00/hr.
GIS Analyst $118.00/hr.
GIS Technician $112.00/hr.
Senior Construction Observer $133.00/hr.
Construction Observer $112.00/hr.
Project Administrator $82.00/hr.

EXPENSES

Reproductions Cost
Mileage IRS Rate
Telephone, Postage Cost
Travel (Meals/Lodging) Cost
Subconsultants Cost + 10%

Note: The above rates are effective January 1, 2022. WK Dickson reserves the right to revise to reflect inflationary increases.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Management Consultants, Inc.
P.O. Box 2490
Davidson NC 28036

CONTACT NAME: Rebekah Rosko
PHONE: (704) 799-1500
FAX: (704) 799-2955
EMAIL: cert@imcplc.com

INSURER(S) AFFORDING COVERAGE
INSURER A: The Travelers Indemnity Company
25695
INSURER B: The Phoenix Insurance Company
25523
INSURER C: Travelers Property Casualty Co. of America
25574
INSURER D: Charter Oak Fire Insurance Co
25915
INSURER E: Beazley Group
37540

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERMIT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Charleston, its officers, employees and volunteers are to be covered as additional insureds as respects if required by an insured written contract, executed prior to any loss, are included as an Additional insured on a primary and non-contributory basis under the above mentioned General and Auto Liability Policies subject to all policy terms and conditions. If required by an insured written contract, executed prior to any loss, a Waiver of Subrogation is provided for the above mentioned General, Auto, and Workers Compensation Policies. Policies provide thirty (30) day notice of cancelation, other than ten (10) days for non-payment of premium.

CERTIFICATE HOLDER
City of Charleston Procurement Division
75 Calhoun Street, Ste. 3500
Charleston SC 29401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg / Andrew Jones  DEPT.  Parks - Capital Projects
SUBJECT: LWCF GRANT APPLICATION – FORT PEMBERTON ACCESS IMPROVEMENTS
REQUEST: Approval to apply for a LWCF (Land & Water Conservation Fund) grant for public access improvements at the Fort Pemberton site. This is a Federal grant offered by the National Park Service and administered through SCPRT. This is a 50/50 grant. Applications are due 3/04/2022.

Proposed improvements include a small parking area, accessible trails, improvements to existing docks, and historic interpretation. This application proposes to use an existing Greenbelt allocation for limited improvements on site as matching funds for the work. If selected, funds will be awarded in October 2022.


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

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<td>Corporate Counsel</td>
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<td>Amy Wharton</td>
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<td></td>
<td></td>
<td>St. John</td>
<td></td>
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<td>MBE Manager</td>
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FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐
If yes, provide the following: Dept/Div  Parks-GREENBELT  Acct #  *
Balance in Account $261,000  Amount needed for this item $261,000  Project Number  *

NEED: Identify any critical time constraint(s).
Application due March 04, 2022

CFO’s Signature: Amy Wharton

FISCAL IMPACT: Funding for the City Match of $261,000 will come from the existing County Greenbelt allocation for limited improvements, awarded May 30, 2019.

Mayor’s Signature: John J. Tecklenburg, 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 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
SC DEPARTMENT OF
PARKS, RECREATION & TOURISM

LAND & WATER CONSERVATION FUND
GRANT PROGRAM

2022 Application for Funding

City of Charleston, SC
Fort Pemberton - Public Access Improvements
February, 2022

SC Department of Parks, Recreation & Tourism
1205 Pendleton Street, Room 225
Columbia, South Carolina 29201
APPLICATION CHECKLIST

- South Carolina LWCF Application:
  - Project Narrative
  - Budget Narrative & Financial Information
  - Project Timeline
  - County Information
  - Land Tenure information and Notice of Limitation of Use Assurance
  - Project Site & Maps (including LWCF Boundary Area map)

Instructions and internet links are located in the 2022 LWCF Application Guidelines. Forms are attached at the end of this application. Please fill out the appropriate forms and attach to the application:

- Application and Revision (A&R) Form: This is a federal form so it must be filled out and submitted in Microsoft Word format. Questions must be answered in the same order listed on the document. (Attachment A)

- Environmental Assessment (if applicable)

- Assurances: Standard Form 424D (Construction Only): (Attachment D)

- Compliance with National Historic Preservation Act: Provide Project Review Forms signed by SHPO and by THPO

- Certification Form DI-2010: The Sponsor's Authorized Representative is required to review, sign and date the Debarment Certifications form. These certifications are incorporated as part of the project agreement. (Attachment C)

- Certification of Compliance: - PL 91-646 Relocation Act. (Development Projects Only) The Sponsor's Authorized Representative is required to review, sign and date the Certification form. These certifications are incorporated as part of the project agreement. (Attachment B)

- Flood Insurance Statement: If applicable. If development is in a special flood hazard area and the structures are to be erected in excess of $10,000, submit a statement from the project sponsor that if the project is funded, flood insurance has or will be obtained in the amount at least equal to the value of the insurable developments or the maximum allowable limit of coverage made available for the particular type of property by the National Flood Insurance Act of 1968.

- Appraisal: (Acquisition Projects Only) The appraisal must conform to the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). Applicant must pay for any appraisals at its expense. SCPRT will then submit the appraisal to an independent appraiser for review and bill the applicant for cost of the Appraisal Review.
LAND & WATER CONSERVATION FUND
2022 GRANT APPLICATION

Project Title: Fort Pemberton - Public Access Improvements

Project Type: ☐ Acquisition  ☑ Development  ☐ Combination

Prior LWCF Project Numbers for this Property: n/a

Grant Amount Requested: $260,000.00  50.00% of total
(maximum grant amount: $300,000)

Total Project Cost: 520,000.00

Sponsor: City of Charleston

Address:
PO Box 304
Charleston, SC 29402-0304

Type of Applicant: Town/City  ☑ County  ☐ State  ☐ Special Purpose District  ☐

SCEIS # for Reimbursement for this Project:

Person responsible for project management: Matthew M. Compton

Title: Special Projects Administrator
Address:
Capital Projects Division
823 Meeting Street
Charleston, SC 29403-3108

Telephone: 843-973-7210
E-mail: comptonm@charleston-sc.gov

This application was prepared by: Matthew M. Compton

Title: Special Projects Administrator
Address:
Capital Projects Division
823 Meeting Street
Charleston, SC 29403-3108

Telephone: 843-973-7210
E-mail: comptonm@charleston-sc.gov

Signature: ____________________________ Date: ____________________________

Date Application Submitted to SCPRT: ____________________________

Received by SCPRT: ____________________________
Section I
Project Information

Project Narrative
Please provide a detailed description of the complete project, including all project activities regardless of the funding source.

In August 2019, the City of Charleston completed the nearly two-year process of securing the Fort Pemberton site for a public waterfront park. This process involved negotiations with a civic-minded property owner, securing grants from the SC Conservation Bank and the Charleston County Greenbelt program, and obligating several years of future greenbelt allocations to the purchase. The Conservation Fund assisted with the process, bridging the gap while County funds accumulated. Ultimately, 8.47 acres of highland with over 350’ of Stono River frontage was protected from private development in perpetuity for below-market value, and there is a fort on the property too!

Fort Pemberton was constructed during the Civil War to defend this western approach to Charleston. The British army crossed the Stono here on their way to siege and ultimately occupy the city in 1780, and the Confederate Army wanted to prevent a repeat performance. They constructed a large pentagonal earthwork fortification in an agricultural field less than 100 yards from the much smaller emplacement built by the British. Placed on the natural high ground, the earthworks had a field of fire that controlled river access. Unlike many of their fortifications, this one was more than a line and protected against a land assault too, but the assaults never came. Union Forces took a different route into Charleston, and the fortifications were for naught.

After the Civil War, resources and labor were limited and the earthworks remained in situ. Farming resumed around the fort and nature began to reclaim the landscape. By the 1920s, one of the earliest suburban developments on James Island began and became known as Riverland Terrace. The fort parcel was originally over 28 acres of highland, and a small cabin within the fort was expanded into a house. As the neighborhood grew in popularity, lots were carved off until 1975, and the fort was placed on the National Register of Historic Places in 1978. Thirty years later, the new owner received permission to carve up what was left in a manner that would have allowed another seven homes tucked in around the fort, but tabled that plan due to community concerns. That owner ultimately sold the property to the City of Charleston for use as a park.

This park is situated near a bend in the river and provides incredible vistas across a wide expanse of water and the salt marsh beyond. Existing docks will provide convenient access to the water for fishing or launching a kayak, and other waterfront parks are accessible from the Stono and connecting creeks. The open lawn in front of the fort (glacis) has a gentle slope from the water’s edge to the ditch in front of the rampart. Most of the fort’s embrasures and interior slopes are still evident, though the old house occupies the most prominent former gun emplacement. At some point, the original access into the fort was abandoned and new driveway access constructed from another side. A path leads from the fort interior out of and around the fort to the lawn.

At present, the site is not accessible to the public. Our Greenbelt application included up to $261,000 in funds that can be used to construct limited improvements to provide public access. Shortly after the previous owner vacated the property, the first days of the Covid-19 pandemic were upon us. Unable to effectively engage with the public, we tabled efforts until we could begin that critical step. We started that late last year, and this application seeks to leverage the Greenbelt funds as the match for LVCF with the intent to provide full access to the site.

Subject to final public input, full access is defined as:
- On-site parking (gravel with paved accessible), including lighting and controls.
- Accessible pathways from the parking to the waterfront and fort interior. This may include boardwalks in areas that would warrant.
- Improvements to the existing docks to improve safety and functionality for public use. Railings, float modifications, kayak launches, etc.
- Interpretation of the site history, building upon the archaeological studies completed previously. This interpretation would address Native American uses prior to European settlement, the Antebellum period, the Civil War and Reconstruction, and 20th-century suburban development patterns.
- Removal / modification of the existing residential structures on the property. The final plan may include a picnic shelter and/or a small restroom building.
- Related park site improvements /furnishings (benches, bike racks, picnic tables, trash receptacles, etc.)

Dept. of Parks design staff will continue to engage with the community to develop the access plans and obtain the necessary permits. Discussions are underway with the Charleston Parks Conservancy (a NPO) and the Riverland Terrace Neighborhood Association regarding partnership and funding opportunities.
In addition to the specific project activities, describe any other necessary actions/activities that will (or may) need to be undertaken prior, during or subsequent to this project to ensure that the project can begin promptly, be carried out in a timely manner, and achieve its goals; e.g., passage of a county ordinance, execution of a multi-party agreement, acquisition, etc.

Community input meetings began late last year, and will be continuing during the next few months. These meetings will inform the design process and enable us to finalize the plans for the park improvements. There are deed restrictions and preservation easements in place that limit the options, so we expect that the final plan will be similar to the conceptual plans developed during the property acquisition process.

City design staff will refine the plans and submit them for the necessary permits. As the footprint of the improvements will be very light, we anticipate having permits in hand by the end of 2022.

During the design and permitting, we will be working with our partner agencies to identify additional funding and volunteer opportunities.

Identify any other public or private participants who may be involved in the project and how they are contributing (volunteer services, financial assistance, etc.).

The Charleston Parks Conservancy is a non-profit created in XXXX to help the City expand and/or improve park facilities. Their emphasis is on community engagement through fund-raising and volunteering. CPC volunteers are critical to the successful operation of dozens of our existing parks.

Fort Pemberton is located in the Riverland Terrace neighborhood, and the RT Neighborhood Association is an important conduit to the community. Less than 1/3 of the properties in the neighborhood are within the corporate limits of Charleston.

Include any additional information that should be considered in evaluating the proposed project activities.

This property was purchased at below-market value using a combination of Charleston County Greenbelt funds ($5.4 million, generated by sales taxes) and SC Conservation Bank funds ($300,000. Funds from State ??). The Greenbelt funding required an indenture on the property deed, restricting it to park use.

Prior to the purchase, portions of the property were placed under a protective easement held by the SC Battlefield Preservation Trust. This was done during the lead-up to the proposed final subdivision, and the restricted areas are primarily the earthworks and most of the glacis (lawn). Any modifications within their easements require approval by the SCBPT. They are eager to work with us on the interpretation of the fortifications and our conceptual masterplan worked around their restrictions, so we do not anticipated any significant challenges.

The fortifications are listed on the National Register of Historic Places, though this does not necessarily convey protection.

Applying the typical LWCF restrictions on top of these existing protections will further secure this property for future generations.
Need for the Project

Please provide an explanation of the need for this project, how this project will address that need and any other anticipated project benefits.

Development Projects: If this is a maintenance project, be sure to explain how the requested actions are not the result of prior neglect or lack of maintenance of the behalf of the sponsor. Also explain how you plan to maintain the new project(s).

Acquisition Projects: For park expansions, please explain how the expansion will increase the recreational opportunities at the previously LWCF funded park. For new acquisitions, explain the need for the park and give a detailed timeframe for its development, including an opening date.

When the Fort Pemberton property was purchased there was no reason to expect a pandemic around the corner. The ripple effect of the pandemic on local government resulted in a contraction of capital improvement funds in the near term at a time when the costs of improvements are increasing. Funding already set aside for the project through the Greenbelt program has a very limited scope (restricted to unpaved parking and paths), but the property needs a bit more than that to become an accessible public space. As a result, this enticing and unique property has been mothballed.

This project will enable the City to move from an unfunded future project to a functional park in short order. City design staff will perform most of the planning and permitting functions needed to begin construction, with supplemental consulting work as needed. Greenbelt funds will be expended on improvements that fit within their eligibility requirements, with LWCF funds used for the necessary critical park elements that are not eligible. The existing funding is not adequate to convert this property from the current residential condition to a safe, functional and accessible public park.

The community is eager to see this site open to the public, and is working with us to ensure that the project is a success. A group of nearby residents that happen to be design and preservation professionals is working with us to engage the community and shape the plan. Based on the existing conceptual plan, this project will provide:
- Public water access on two upgraded existing docks, providing fishing, kayaking, and nature observation activities.
- Access to an open field (>2.5 acres) and wooded areas of the site for upland natural engagement.
- Historic interpretation of a unique resource, exploring multiple important eras.
- Accessible walking trails on the property, connecting the various amenities.
- Support facilities (parking, picnic sites, site furnishings, security infrastructure, restrooms, etc.).
Project Impact

Please provide a projection of the annual number of users/beneficiaries of the project. Please explain the methodology used to obtain the numbers.

The project site is situated within an existing neighborhood and will be a destination park for several interest groups.
- Over 1,250 households are within a one-mile radius of the site. Using an average of 2.01 persons/household (2020 Census), at least 2,500 people live within convenient walking distance of the park. Of those households, less than 60 are waterfront, and even fewer have dock access to the water.
- There is established interest in the Antebellum period of Charleston, and an increasing push to emphasize the region's Revolutionary War history. Both will be part of the site interpretation.
- "Blueway" visitors can approach from other waterfront parks.

Explain the proposed project's impact on the locality and/or region. If you are claiming statewide or regional benefit bonus points, please describe how you determined this.

The Charleston region is surrounded by water, with the communities surrounded by an abundant natural resource that most cannot readily access. Public water access is limited to highway vistas, crowded boat landings (36,000 registered boats in Charleston County), private tour operators and a small quantity of waterfront parks. The vast majority of the riverine frontage in the county is privatized or restricted. Fort Pemberton's primary impact is securing a small section of Stono River frontage and making it and over 8-acres of highland readily accessible to the general public. Casual use will come from those within walking or cycling distance, but we fully anticipate patrons will drive to the site to enjoy the natural amenities, site history, fish or launch a kayak.

Kayakers can choose to stay close by in the nearly 1/2-mile width of the Stono River, or paddle to/from nearby access points. A planned City park in West Ashley will be the closest at 1.3-miles (6.6-miles by road). Plymouth Park / Plymouth landing (via Wappoo Creek) and James Island County Park would require four mile paddle - in opposite directions. The Wappoo Creek landing and McLeod Plantation park are approx. 4.5-miles. Brittlebank Park, Sol Legare landing, Stono River County Park and Limehouse landing are approx. 7.5-miles distant.

Patrons do not have to paddle off to enjoy the water though. The docks are deep water, providing a variety of fishing options in the short distance from shore. A nearby bend in the river provides western vistas that stretch over 3 miles, or as far as the eye can see. Sunsets in this area can be spectacular!

The site history has multiple points of engagement as well, and we anticipate that some of the patrons will visit for that purpose. We have limited information about the site uses before the late 17th century, but evidence of Native American use of the site has been uncovered in archaeological studies. More study of the Revolutionary War period is required to fully interpret the site, but we know that the British forces led by Sir Henry Clinton's crossed the Stono on February 22, 1780 at Perroneau's Landing (100 yds north), setting up camp in this area before moving off to siege Charleston. The construction of Fort Pemberton is documented, and the best drawings of it come from the Union collection. All of these points in history and the spaces in between are interesting to a variety of citizens, and we look forward to that engagement.
## Section II
### Project Budget

Specify the projected cost of each activity.

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Grant Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Acquisition</strong></td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Architectural and Engineering Fees</strong></td>
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</tr>
<tr>
<td>Site design / permitting</td>
<td>$ 75,000.00</td>
<td>$ 0.00</td>
<td>$ 75,000.00</td>
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<tr>
<td>Archaeological / Historic Interpretation</td>
<td>$ 25,000.00</td>
<td>$ 0.00</td>
<td>$ 25,000.00</td>
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<tr>
<td>Const. Admin / Special Inspections / SWPPP</td>
<td>$ 10,000.00</td>
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<td>$ 10,000.00</td>
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<tr>
<td><strong>Site Work</strong></td>
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<tr>
<td>Erosion control</td>
<td>$ 0.00</td>
<td>$ 40,000.00</td>
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<td>Selective clearing &amp; remedial tree work</td>
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<td>$ 7,500.00</td>
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<tr>
<td><strong>Demolition</strong></td>
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<tr>
<td>Selective demo of existing structures</td>
<td>$ 25,000.00</td>
<td>$ 0.00</td>
<td>$ 25,000.00</td>
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<tr>
<td><strong>Construction</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Parking lot (gravel w/ 1 paved accessible)</td>
<td>$ 161,000.00</td>
<td>$ 221,000.00</td>
<td>$ 382,000.00</td>
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<tr>
<td>Soft path (6'-wide crushed granite) - upper lawn</td>
<td>$ 35,000.00</td>
<td>$ 36,000.00</td>
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<td>Soft path (6'-wide cr granite w/ steel edging) - lower lawn</td>
<td>$ 100,000.00</td>
<td>$ 100,000.00</td>
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<tr>
<td>Boardwalk (50 LF x 6'-wide) over soft spot</td>
<td>$ 15,000.00</td>
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<tr>
<td>Perimeter controls (bollards, gates)</td>
<td>$ 25,000.00</td>
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<td>$ 25,000.00</td>
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<tr>
<td>Landscape repairs at path / parking lot edges</td>
<td>$ 10,000.00</td>
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<td>$ 10,000.00</td>
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<tr>
<td>Dock repairs / improvements (south dock)</td>
<td>$ 49,375.00</td>
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<td>$ 49,375.00</td>
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<tr>
<td>Dock repairs / improvements (north clock)</td>
<td>$ 22,500.00</td>
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<tr>
<td>Pre-fab restroom structure (1 accessible)</td>
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<tr>
<td>Utility modifications (ex. water, sewer &amp; electrical)</td>
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<td>$ 20,000.00</td>
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<tr>
<td>Interpretive signage (Fiberglass embedded graphic)</td>
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<td>$ 15,000.00</td>
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<tr>
<td>Site furnishings (bike racks, picnic tables, park swings)</td>
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<td>$ 19,125.00</td>
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<tr>
<td><strong>Equipment</strong></td>
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<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
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<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
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<td><strong>Sub-Total</strong></td>
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<td>$ 261,000.00</td>
<td>$ 522,000.00</td>
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<td><strong>Contingencies</strong></td>
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<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td>$ 261,000.00</td>
<td>$ 261,000.00</td>
<td>$ 522,000.00</td>
</tr>
</tbody>
</table>
Budget Narrative

Please provide a description of costs associated with each line item in the Project Budget. Attach and reference engineering, architectural or other cost estimates, or cite the source or basis for project cost information.

SITE DESIGN / PERMITTING - This line item allows for consultants to assist with stormwater compliance (if necessary), dock permitting, etc. and is based on a percentage value of the overall construction cost. Preliminary planning efforts and most site design will be completed by City staff.

ARCHEOLOGICAL / HISTORICAL INTERPRETATION - Services related to developing storyboards / graphic displays for the interpretive signage. Intent is at least five distinct panels that address the key points of site history. Fee estimate based on other projects of similar size.

CONST. ADMINISTRATION / SPECIAL INSPECTIONS / SWPPP - Services associated with required inspections and reporting for permits, stormwater compliance, etc. Daily construction management by City personnel, with consultants and testing agencies as needed. Budgeted as a percentage of construction.

EROSION CONTROL - Cost to install and maintain erosion / silt controls per permits. Based on estimated qty. and local unit pricing.

SELECTIVE CLEARING & REMEDIAL TREE WORK - Costs to clear & grub at parking lot and as needed for paths, along with overhead work to remove identifiable hazards in the existing mature tree canopy. Work will be prioritized within available funds, with hazard abatement in primary use areas first, etc.

SELECTIVE DEMO OF EX. STRUCTURES - Cost associated with demolition and disposal of existing structures (in whole or part) that will not be repurposed for park use. Full extent unknown at this time pending completion of planning efforts. Allowance budget.

PARKING LOT - Cost to construct gravel parking and small paved accessible parking area. Based on ten gravel spaces plus one accessible, using unit pricing from recent projects.

SOFT PATH (Upper Lawn) - Cost to prepare site and place the crushed granite path material, primarily within the wooded area (around fort) and upper lawn, where slopes are minimal. Based on unit pricing from recent projects.

SOFT PATH (Lower Lawn) - Same as above, but with 1/4" steel edging on both sides to help retain path and facilitate maintenance.

BOARDWALK - Cost to construct a low boardwalk w/ curb over a soft spot. Based on unit pricing from recent projects.

PERIMETER CONTROLS - Costs for vehicular gates and bollards to control access points at the site. Unit pricing from recent projects with estimated quantity.

LANDSCAPE REPAIRS - Costs to clean / grade / grass areas damaged by construction activities in compliance with SWPPP. Unit price from recent projects with qty based on assumed edge length of paths and parking area.

DOCK REPAIRS (South dock) - Costs to demo existing boat lift & cover, expand pier head, add handrails and make general repairs. Based on recent projects.

DOCK REPAIRS (North dock) - Costs to add kayak launches and make general repairs. Based on recent projects.

PRE-FAB RESTROOM - Cost to procure and set a single-user facility. Budget number from internet search.

UTILITY MODIFICATIONS - Allowance for relocating / reconnecting existing water, sewer and electrical services as needed.

INTERPRETIVE SIGNAGE - Allowance for five sign panels and mounts.

SITE FURNISHINGS - Benches, bike racks, picnic tables, park swings, trash cans, drinking fountains, park signage, etc. Final purchase quantity will be dependent on available funds.

SURPLUS FUNDS - Should any category have a funding surplus, the intent would be to cover shortfalls in other categories first, then expand the categories that directly related to user needs identified in planning (e.g. Site Furnishings, Interpretive Signage).
Funding Verification Statement

**Units of local government also submit a resolution signed by Council committing local funds for the total cost of the project.

I verify that all funds are committed to the project, readily available, and are not restricted or encumbered in any way that would prevent their use for the project, as described in the application submitted to SCPRT.

John J. Tecklenburg
Name of Chief Elected or Administrative Official

Mayor
Title

Signature

Date
Section III  
Project Timeline

**Instructions:** Identify and list each major task/activity associated with the proposed project. Check the appropriate boxes for the quarter(s) during which the task/activity will take place (beginning to end). Projects are not to exceed the 24-month grant period.

<table>
<thead>
<tr>
<th>Tasks/Activities</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Engineering</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>1. Design/Permitting</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2. Historic Interpretation</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3. Const. Admin &amp; SWPPP</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>4. Erosion Control</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>5. Clearing / Tree work / Demo</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>6. Parking lot / path / boardwalk</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>7. Dock repairs / upgrades</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>8. Pre-fab restroom / utility mods</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>9. Interpretive signage</td>
<td></td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>10. Site furnishings</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>11. Landscape repairs</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section IV
County Information

Please provide the following information about the County:

County: Charleston

State Senate District 41 Senator Sandy Senn
State Senate District Senator
State House District 119 Representative Leonidas E. Stavrinakis
State House District Representative
State House District Representative
State House District Representative

Congressional District: 1 Congressman Nancy Mace
Congressional District: Congressman

Council of Government

(COG): Berkeley - Charleston - Dorchester
Section V
Land Tenure Information

1. Ownership (Check appropriate item)

☐ Fee Simple ☐ Leased (Only State Agencies with LWCF-restricted property qualify)

If fee simple, please attach a copy of the deed and a title opinion stating that the project sponsor has a fee simple interest in the property.

If leased, please check who owns the land and attach a copy of the lease or agreement, and provide the grant number for the previous LWCF assistance (only State Agencies may qualify to assist leased property):

☐ Government ☐ FERC-regulated utility

Original term of lease in years: __________ expiration date: __________

Please explain any outstanding rights held by others (easements, right-of-ways, mineral rights, etc.) and how they will affect the project (attach additional pages if necessary):

SC Battleground Preservation Trust holds restrictive easements over significant portions of the earthwork fortifications and the lawn panel in front of the fort. Plans have taken the restrictions into account.

Charleston County Greenbelt funds were used to purchase the site and limit the use to passive park space in perpetuity.

2. "Limitation of Use" Assurance

The following "Notice of Limitation of Use" assurance form must be signed by the applicant's Chief Administrative or Elected Official (i.e. mayor, council chair, city or county administrator), and if the project is approved for an LWCF grant, the assurance must be made a part of the project site's public property records. (Do not assume that the limitation was previously recorded on older LWCF projects.) The "Limitation of Use" assures that the property described in the application and the 6(f)(3) Boundary Map has been acquired and/or developed with Land & Water Conservation Fund monies and will be restricted in perpetuity to only public outdoor recreation purposes.
NOTICE OF LIMITATION OF USE ASSURANCE

The CITY OF CHARLESTON understands that IF:

the property identified on the project boundary map of this application is acquired and/or developed with Federal financial assistance provided by the National Park Service of the US Department of the Interior in accordance with the Land & Water Conservation Fund Act of 1965, as amended 16 U.S.C.S. 460-5 et. seq. (1970 ed.); THEN, pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversions only if he finds it to be in accord with the then-existing statewide comprehensive outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

John J. Tecklenburg, Mayor
Name and Title of Chief Elected or Administrative Official

______________________________
Signature

______________________________
Date
Section VI
Project Site and Maps

Project site location: nearest town Charleston county Charleston

Project site address: (not address of sponsor):

Street address: 221 Yates Avenue

City: Charleston 9-Digit Zip: 29412-2307

Project latitude and longitude: (degrees/minutes/seconds/direction)
32.760013, -80.000728

Written directions from major highway or interstate:
Interstate I-26 East into Charleston. Exit 221A to US Hwy 17 S. Continue across Ashley River, then bear left onto SC 700 (Folly Road Blvd.). Continue across the Wappoo Creek bridge & turn right onto Maybank Hwy (SC 700). At 4th traffic signal, turn right onto Riverland Dr. Approx 1700 LF, take 4th left onto Aubrey Drive. One block to intersection w/ Yates Avenue. Park is at SW corner of intersection.

Will this project be on Federal Land or installation? ☐ yes ☐ no

If yes, indicate name and location: ________________________________

Please provide the following information and maps as an attachment to this application.

• LWCF Boundary Area Map. (See instructions in LWCF Application Guidelines)
  Please describe the LWCF Boundary Area protected acreage:
  See attached.

Number of newly protected LWCF protected acres: 8.00
Number of enhanced acres to a previously protected site: _____________
Total acres protected at project location: 8.00

• Attach a county road map identifying the location of the project activities.

• Attach a detailed map of the project area showing the location of all proposed project improvements and all existing infrastructure and improvement, including roads, water, sewer, gas lines, electrical lines, etc. Please note that no overhead utility lines are allowed within the LWCF Boundary Area of the project.

• Provide a project site plan that shows the proposed development/acquisition, including approximate square footage and floor plan of any buildings (plan size can be no larger than 14 inches by 17 inches).
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Robert Somerville DEPT: Traffic & Transportation
SUBJECT: CHARLESTON COUNTY INTERGOVERNMENTAL AGREEMENT
REQUEST: Authorizing Mayor to execute the Intergovernmental Agreement for City of Charleston Municipal Golf Course Crossing and Fleming Road Sidewalk.


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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic &amp; Transportation</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following: Dept./Div.: 230000 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: ____________________________

FISCAL IMPACT:

Mayor's Signature: ____________________________

John J. Tecklenburg, 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.
STATE OF SOUTH CAROLINA ) INTergovernmental Agreement FOR CITY 
COUNTY OF CHARLESTON ) OF CHARLESTON MUNICIPAL GOLF COURSE 
) CROSSING AND FLEMING ROAD SIDEWALK

THIS INTergovernmental Agreement (hereinafter “Agreement”) is entered into this ___day of __________, 2022, by and between the County of Charleston (hereinafter referred to as the “County”) and the CITY OF CHARLESTON, South Carolina (hereinafter referred to as the “City”).

WHEREAS, the County will construct the City of Charleston Municipal (hereinafter referred to as the “MUNI”) Golf Course Crossing and Fleming Road Sidewalk. The MUNI Golf Course project consists of a HAWK Signal warrant study and construction of a sidewalk leading up to the crossing. The Fleming Road project consists of a new concrete sidewalk from the Maybank Highway/Fleming Road intersection to Standard Way. The project shall also consist of installation of a drainage system along the east side of the road; and

WHEREAS, the City has granted municipal consent of the planned construction pursuant to August 10, 2021 Transportation Committee Meeting; and

WHEREAS, the City hereby agrees to provide a $71,000 match for the MUNI Golf Course and a $100,000 match for Fleming Road from the City’s General Fund pursuant to the August 10, 2021 Transportation Meeting.

NOW, THEREFORE, in consideration of the foregoing premises mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City hereby agree as follows:

Section 1: Findings. The above recitals and findings are incorporated herein by reference and made a part of this Agreement.

Section 2: Delegation of Authority. The City hereby authorizes the County, and the County hereby agrees to provide the services within its municipal jurisdiction as herein set forth. The County will perform all services hereunder; however, if the City does not adopt ordinances necessary for the County to perform all services hereunder, the County may terminate this Agreement at its sole discretion.

Section 3: Scope of Services. Charleston County shall perform in a satisfactory and workmanlike manner the services designated below. Work elements shall be performed in accordance with the following work description. Specific work activities to be undertaken by Charleston County include:
Obligations of the County:

1. The County agrees to procure and administer the construction contract for the MUNI Golf Course Crossing and Sidewalk project and the Fleming Road Sidewalk project pursuant to the approved plans and contract specifications attached hereto and incorporated by reference.

2. The County agrees to submit documentation of the work completed and funds expended with each reimbursement request cost share funds. Each reimbursement request will reflect the City’s portion of the matching funds. Reimbursement requests will be submitted to the City on a monthly basis to a maximum of $71,000 for the MUNI Golf Course and $100,000 for Fleming Road.

3. The County agrees to manage any warranty claims as required pursuant to the construction contract between the County and the Contractor.

Obligations of the City:

1. The City agrees to provide $71,000 for the MUNI Golf Course and $100,000 for Fleming Road cost share funds to a maximum of $71,000 for the MUNI Golf Course and $100,000 for Fleming Road from the City’s General Fund.

2. The City agrees to pay all reimbursement requests within thirty (30) days of receipt of a reimbursement invoice submitted by the County.

Section 4: Term.

1. This Agreement will become effective as of the date listed above, upon execution by authorized representatives of both parties.

2. The term of this Agreement shall be through completion of construction, warranty period and receipt of the final reimbursement request.

Section 5: Termination for Convenience. The County, by advance written notice, may terminate this Agreement when it is in the best interests of the County. If this Agreement is so terminated, the County shall be compensated for all necessary and reasonable direct costs of performing the County’s Obligations. The City will not be compensated for any other costs in connection with a termination for convenience. The City will not be entitled to recover any damages in connection with a termination for convenience.
Section 6: Termination for Cause.

(a) If the City or County breaches any of its obligations under this Agreement, the non-breaching party shall give written notice to the other of such default, specifying with particularity the nature of such default. If the breaching party fails, within thirty (30) days of receipt of such notice of default, to cure such default, or if such default cannot reasonably be cured in a thirty (30) day period, and the breaching party fails to substantially begin such cure within such thirty (30) day period or fails thereafter to diligently pursue completion of such cure, the breaching party shall be deemed to be in default under this Agreement.

(b) If either the City or County defaults, the non-defaulting party shall have the option, in its sole discretion, to terminate this Agreement, effective upon written notice of such termination to the Designated Representative of the Party that is in default, and upon such termination, the non-defaulting Party shall have no further obligation or liability under or pursuant to this Agreement.

Section 7: Entire Agreement. This Agreement constitutes the entire understanding between the County and City and supersedes all prior and contemporaneous written and oral agreements regarding the subject of this Agreement. This Agreement may not be changed, altered, amended, modified or terminated orally. Any change, alteration, amendment or modification shall be effective only if written and executed by both the County and the City.

Section 8: Notices. Both the County and City designate as a contact for receiving notices pertaining to this Agreement, to include information, coordination, invoice submittals and other Project related matters as follows:

To the County:                         To the City of Charleston

Steve Thigpen, P.E.                   Robert Somerville
Director of Public Works               Director of Traffic and
County of Charleston                   Transportation
4045 Bridgeview Drive, Suite B309     City of Charleston
North Charleston, SC 29405            180 Lockwood Drive, Suite C
                                         Charleston, SC 29403

Section 9: Successors and Assigns. This Agreement and all covenants thereof shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

Section 10: Responsibilities and Limitation of Liability. This Agreement is made upon the express condition that the County, its agents and employees shall be free from any and all liabilities and claims for damages and/or suits for or by reason of any injury, death to any person or property, or failure of the City, its agents or employees, or third
parties (for any reason) to provide services within the City, or any part thereof during the term of this Agreement.

**Section 11: Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of South Carolina. In any litigation arising under this Agreement, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit in Charleston, South Carolina.

**IN WITNESS WHEREOF,** the parties hereto by their authorized representative have signed sealed and delivered this agreement at Charleston, South Carolina on the day year written above.

**WITNESSES:**

**COUNTY OF CHARLESTON**

______________________________________________________________________

By: Bill Tuten

Its: County Administrator

**WITNESSES:**

**CITY OF CHARLESTON**

______________________________________________________________________

By: John Tecklenberg

Its: Mayor
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Robert Somerville
DEPT: Traffic & Transportation

SUBJECT: MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT
REQUEST: Authorize Mayor to execute resolution authorizing on behalf of the City of Charleston, to allow Berkeley Charleston Dorchester Council of Governments (BCDCOG), The South Carolina Department of Transportation (SCDOT), and Charleston County to perform construction and improvements on Hagood Avenue, Spring Street, Lockwood Drive, Bee Street, Courtenay Drive, Calhoun Street, Meeting Street, Meeting Street Road and King Street extension to facilitate the Lowcountry Rapid Transit.


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

Corporate Counsel: Yes N/A Signature of Individual Contacted: Attachment:
Cap. Proj. Cmte. Chair: X N/A
Traffic & Transportation: X N/A
Procurement Director: X N/A

FUNDING: Was funding previously approved? Yes [] No [ ] N/A [ ]
If yes, provide the following:
Dept./Div.: 230000 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: 

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, 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.
MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Road/Route: Hagood Avenue (S-227), Spring Street (US 17), Lockwood Drive (S-559/SC 30), Bee Street (S-551), Courtenay Drive (S-559), Calhoun Street (S-404), Meeting Street (S-107/US 52), Meeting Street Road (US 52), King Street Extension (US 78)

File Project: Lowcountry Rapid Transit

WHEREAES, the Berkeley Charleston Dorchester Council of Governments (BCDCOG), the South Carolina Department of Transportation (SCDOT), and Charleston County (COUNTY) propose to construct, reconstruct, alter, or improve certain segments of highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Charleston (CITY); and

WHEREAES, the CITY wishes to authorize the construction and improvements of the aforesaid highways in accordance with plans to be prepared by or for the BCDCOG, SCDOT, and COUNTY ("the Project Plans").

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (2018, as amended), the CITY does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the Project Plans, and further, the CITY, having reviewed the plans for said construction, does hereby approve said plans as provided for in Code §57-5-830.

BE IT FURTHER RESOLVED, that the foregoing consent shall be the sole approval necessary from the CITY for BCDCOG, SCDOT, and the COUNTY to complete the project under the Project Plans and constitutes a waiver of any and all other requirements with regard to construction within the CITY's limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the CITY shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the CITY will assist BCDCOG, SCDOT, and the COUNTY in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company's expense, except where the utility can demonstrate a prior right of occupancy. To the extent that CITY owned utilities are to be relocated, those utility lines and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by BCDCOG, SCDOT, and the COUNTY. BCDCOG, SCDOT and the County shall bear no liability for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the CITY or its contractors. The CITY agrees to indemnify and hold harmless BCDCOG, SCDOT, and the COUNTY to the fullest extent allowed by law against any and all claims or actions brought against it arising out of the placing, maintenance, or removal of any utilities by the CITY or its contractors. Future utility installations by the CITY within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way", August 2005, as revised.

BE IT FURTHER RESOLVED, that the CITY hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the SCDOT as required in S.C. Code §56-9-310 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this ___ day of ____, 20___, and the original of this Resolution will be filed with the South Carolina Department of Transportation in Columbia.

Dated: Charleston, South Carolina
       Municipality

ATTEST: ____________________________________________  By: ________________________________
         Clerk                                      Mayor
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Robert Somerville
DEPT: Traffic & Transportation

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN BERKELEY COUNTY AND CITY OF CHARLESTON

REQUEST: Authorizing Mayor to execute memorandum of agreement between Berkeley County and City of Charleston regarding crosswalk improvements on Seven Farms Drive.


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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Traffic & Transportation X
Procurement Director

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: 230000 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:

Mayor's Signature: John J. Tecklenburg, 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.
WHEREAS, Berkeley County Government (the “County”) has entered into an agreement with Banks Construction Company (the “Contractor”) for the CTC Road Resurfacing Project (the “Project”) dated December 10, 2021; and

WHEREAS, the City of Charleston (the “City”) is constructing, altering, and/or improving the Pedestrian Crosswalk at Seven Farms Drive on Daniel Island, SC in an effort to improve safety and efficiency; and

WHEREAS, the City’s Pedestrian Crosswalk Improvements are occurring within the Project area and have agreed with the County incorporate these improvements within the scope of the Project; and

WHEREAS, the City agrees to contribute all necessary funds to complete the Pedestrian Crosswalk Improvements on Seven Farms Drive, currently estimated to be two hundred ten thousand six hundred forty and 95/100th US Dollars ($210,640.95) (the “City Funds”), which amount includes and is a total of all amounts listed and further described in the agreement; and

WHEREAS, the City further agrees to be responsible for all administrative review, inspection, and approval of the Pedestrian Crosswalk Improvements as completed by the Contractor; and

WHEREAS, all amounts attributable to the Pedestrian Crosswalk Improvements shall be payable thirty (30) days from receipt by the City of any itemized invoice from the County; and

WHEREAS, the City consents to the completion of the Pedestrian Crosswalk Improvements by the Contractor and wishes to authorize the County to use the aforementioned City Funds for the construction.

NOW THEREFORE, BE IT AGREED, that the Contractor shall be responsible for constructing the Pedestrian Crosswalk Improvements as part and in consideration of, completion of the Project.

AND BE IT FURTHER AGREED, that the City shall hereby contribute the City Funds to the County for, and in consideration for the completion of the Pedestrian Crosswalk Improvements.

AND BE IT FURTHER AGREED, that the City shall be responsible for any cost overruns of change orders that increase the cost of the Pedestrian Crosswalk Improvements above the current amount stated herein.

AND BE IT FURTHER AGREED, that all invoices, notices, demands, or other written communications required under this Agreement shall be made in writing, signed by the parties requested, postage prepaid, and (i) if intended for the County, shall be addressed to:
Berkeley County Government
Attn: Frank Carson, County Engineer
1003 US Highway 52
Moncks Corner, SC 29461
843-719-4179
Frank.Carson@berkeleycountysc.gov

(ii) if intended for City of Charleston, shall be addressed to:

City of Charleston
Robert Somerville, Director of Traffic and Transportation
180 Lockwood Drive, Suite C
Charleston, SC 29403
843-724-7377
somerviller@charleston-sc.gov

IN WITNESS WHEREOF, this Agreement was entered into and made a part of the record this __________ day of __________________, 2022 and the original of the Agreement will be filed with Berkeley County and the City of Charleston.

WITNESSESS: BERKELEY COUNTY GOVERNMENT

Witness 1 By: John Cribb

Witness 2 Its: County Supervisor

WITNESSESS: CITY OF CHARLESTON

Witness 1 By:

Witness 2 Its: __________________________
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY TAX
REQUEST: To Apply for $15,000 from Charleston County Local Accommodation Tax Funding, to support the 2022 MOJA Arts Festival. The project period 9/15/2022 – 11/15/2022.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
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</tr>
<tr>
<td>Office of Cultural Affairs</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Manager</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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: __________________________

FISCAL IMPACT:

No City match is required.

Mayor’s Signature: __________________________

John J. Tecklenburg, 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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX REQUEST: To Apply for $15,000 from Charleston County Local Accommodation Tax Funding to support the 2022 MOJA Arts Festival. The project period 9/15/2022 – 11/15/2022.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Office of Cultural Affairs X
Grants Manager X

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: ___________

FISCAL IMPACT: ___________
No City match is required.

Mayor’s Signature: ___________________________ John J. Tecklenburg, 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.
Local Accommodations Tax

FY 2023 Application for Charleston County Funding

Applications must be received by 5:00 PM – Tuesday, March 1, 2022

Return applications to:
Charleston County Budget Department
4045 Bridge View Drive, Suite A221
Charleston, SC 29405-7464

Questions should be directed to:
Audrey Parker
aperker@charlestoncounty.org

Amount you are requesting: $15,000
Date(s) of Specific Event:
9/15-11/15/2022
(if applicable)

Location of Specific Event:
Charleston County – Various Venues

SECTION I: ORGANIZATION INFORMATION

<table>
<thead>
<tr>
<th>Name of Organization:</th>
<th>City of Charleston Office of Cultural Affairs (2022 MOJA Arts Festival)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name and Title:</td>
<td>Scott Watson, Director, Office of Cultural Affairs</td>
</tr>
<tr>
<td>Complete Mailing Address:</td>
<td>75 Calhoun Street, Suite 3800, Charleston, SC 29401</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(843) 720-3885</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>(843) 720-3967</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:waltsonsc@charleston-sc.gov">waltsonsc@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.moja.mojafestival.com">www.moja.mojafestival.com</a>; <a href="http://www.charlestonarts.org">www.charlestonarts.org</a></td>
</tr>
</tbody>
</table>

TYPE OF ENTITY (check one)
☐ 501(c) Tax-exempt only

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

Founded by the City of Charleston Office of Cultural Affairs in 1979, the MOJA Arts Festival (created under the name of the Charleston Black Arts Festival) remains a vital community event with a regional and national profile celebrating the Lowcountry’s African-American & Caribbean arts and culture. This 11-day festival annually brings together roughly 60,000 people with a comprehensive program of events and presentations featuring the visual arts, classical music, theater, poetry, storytelling, dance, jazz, gospel, children’s activities, and traditional crafts. MOJA’s mission is built around the concept of building bridges of understanding and respect for the beauty of artistic and cultural expression among people from all parts of the community. Outreach is a crucial component of MOJA, with over half the events presented admission-free and other free tickets and/or special accommodations given to students, educators, low-income senior citizens, disabled veterans and others. MOJA continues to be an annual highlight of the autumn cultural calendar and continues to attract patrons from around the country. Programs will extend over a two-month period in 2022 as we continue to emerge from COVID and anticipate the opening of the International African American Museum.
## Administrative Purposes Only

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Valid Accommodations Purpose under State Code of Laws 6-1-530:</th>
<th>Yes □ No □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>IRS determination letter:</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td></td>
<td>IRS Form 990 (or Financial Statement if not required to file IRS 990):</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td></td>
<td>Audit:</td>
<td>Yes □ No □</td>
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### 1. REVENUE

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<tr>
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<th>FY 2021</th>
<th>FY 2022</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(Form 990)</td>
<td>(Current Budget)</td>
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<tr>
<td>Contributions, and Grants</td>
<td></td>
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</tr>
<tr>
<td>Program Service Revenue</td>
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<tr>
<td>Investment Income</td>
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<tr>
<td>Other</td>
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<tr>
<td><strong>TOTAL</strong></td>
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### 2. EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>FY 2021</th>
<th>FY 2022</th>
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<tbody>
<tr>
<td></td>
<td>(Form 990)</td>
<td>(Current Budget)</td>
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<tr>
<td>Grants Paid</td>
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<tr>
<td>Benefits Paid for Members</td>
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<tr>
<td>Salaries and Fringe Benefits</td>
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<tr>
<td>Fundraising</td>
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<tr>
<td>Other</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
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</tbody>
</table>
SECTION III: FUNDING REQUEST FOR COUNTY’S FISCAL YEAR 2023
(July 1, 2022 to June 30, 2023)

1. The Accommodations Tax is available under Section 6-1-530 of the South Carolina Code of Laws for the following tourism-related expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of a tourist-related building or facility

2. Describe your request.

   We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2022 MOJA Arts Festival in Charleston, SC. MOJA’s annual budget is approximately $200,000, which includes 35% from earned income (such as ticket sales, concessions, merchandise), with the balance coming from grants and contributed income. We are seeking funds from Charleston County’s ATAX Grant Program to assist with the advertising and marketing costs related to the Festival. 35% of MOJA’s 60,000 participants are visitors to the area, helping our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). We purchase advertising on Charleston-region television stations (which have a reach into areas outside of the Tri-County Area); radio stations (both in market and out of market); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. Detail of request

<table>
<thead>
<tr>
<th>OPERATING</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Advertising or promotion related to tourism development</td>
<td></td>
</tr>
<tr>
<td>☐ Television</td>
<td>☐ Rack Cards</td>
</tr>
<tr>
<td>☐ Radio</td>
<td>☐ Billboards</td>
</tr>
<tr>
<td>☐ Newspapers</td>
<td>☐ Mailings (Out of County)</td>
</tr>
<tr>
<td>☐ Websites</td>
<td>☐ Visitor’s Guide</td>
</tr>
<tr>
<td>☐ Magazines</td>
<td></td>
</tr>
<tr>
<td>☐ Other (specify)</td>
<td></td>
</tr>
<tr>
<td>B. Maintenance or operation of tourist-related building or facility</td>
<td></td>
</tr>
<tr>
<td>(specify)</td>
<td></td>
</tr>
</tbody>
</table>

4. List funds received or requested for tourism-related expenses

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FY 2022 AMOUNT</th>
<th>FY 2023 AMOUNT</th>
<th>FY 2023 STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charleston County</td>
<td>9,601</td>
<td>15,000</td>
<td>Pending</td>
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<tr>
<td>City of Charleston ATax</td>
<td>75,000</td>
<td>75,000</td>
<td>Budgeted</td>
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<tr>
<td>TOTAL Project or Event</td>
<td>84,601</td>
<td>90,000</td>
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</tr>
</tbody>
</table>
1. Economic Impact Calculation (Weight: 50%)
   The number of visitors this year \( X \) daily spending \( X \) Length of stay = Total Direct Impact
   Replace them with average daily spending if not known
   Total Direct Impact \( \Rightarrow \) IMPLAN Model \( \Rightarrow \) Total Tax dollars Generated for the Charleston County

   Adjusted by ongoing/one-time event and busy/slow season

   Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)
   Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

   Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)
   Total investment in the Charleston community

   Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)
   Tourism Panel will assess the project in its entirety. An average of the panelists will be taken.

   Each project will be rated between 1-100.

Final Calculation

\[
\text{Final Score} = \text{Economic Impact} \times 0.5 + \text{Media Impact} \times 0.2 + \text{Community Impact} \times 0.1 + \text{Expert Score} \times 0.2
\]

1) Recommendations to Council will be based on the score of each entity;

2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.
The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).

B. Copy of Internal Revenue Service (IRS) Form 990 for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an IRS Form 990 because the revenues are less than the threshold to file an IRS Form 990).

C. Copy of Annual Audit performed by a Certified Public Accountant (CPA):
   1. if a governmental agency, or;
   2. if entity’s revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

______________________________       ____________________________
Signature                                      Date

______________________________
Name and Title (please print)
TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX EXECUTIVE
REQUEST: To apply for $10,000 from Charleston County local Accommodation Tax Funding, to support the 2022 Free Verse Poetry Festival. The project period is 10/15/2022 - 11/15/22.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of individual contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office of Cultural Affairs</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Grants Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 ☐ X ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: ________________________________

FISCAL IMPACT:
No City match is required.

Mayor's Signature: ________________________________ John J. Tecklenburg, 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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson
DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX
REQUEST: To Apply for $10,000 from Charleston County Local Accommodation Tax Funding to support the 2022 Free Verse Poetry Festival. The project period is 10/15/2022 - 11/15/22.

COMMITTEE OF COUNCIL: W&M
DATE: February 22, 2022

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

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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: [Signature]

FISCAL IMPACT:

No City match is required.

Mayor's Signature: John J. Tecklenburg, 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.
Local Accommodations Tax

FY 2023 Application for Charleston County Funding

Applications **must be received by 5:00 PM – Tuesday, March 1, 2022**

Return applications to:
Charleston County Budget Department
4045 Bridge View Drive, Suite A221
Charleston, SC 29405-7464

Questions should be directed to:
Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting: $10,000
Date(s) of Specific Event: 10/15-11/15/2022
(if applicable)

Location of Specific Event:
Charleston County – Various Venues

SECTION I: ORGANIZATION INFORMATION

<table>
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<tr>
<th>Name of Organization:</th>
<th>City of Charleston Office of Cultural Affairs (2022 Free Verse Poetry Festival)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name and Title:</td>
<td>Scott Watson, Director, Office of Cultural Affairs</td>
</tr>
<tr>
<td>Complete Mailing Address:</td>
<td>75 Calhoun Street, Suite 3800, Charleston, SC 29401</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(843) 720-3885</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>(843) 720-3967</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:watsons@charleston-sc.gov">watsons@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.freeversefestival.com">www.freeversefestival.com</a>; <a href="http://www.charlestonarts.org">www.charlestonarts.org</a></td>
</tr>
</tbody>
</table>

TYPE OF ENTITY (check one)
☐ 501(c) Tax-exempt only

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

The Free Verse Festival is Charleston, South Carolina’s first poetry festival. The mission of the festival is to uplift the community by providing eclectic poetry events and workshops at multiple venues in downtown Charleston and throughout the metro region. The Office of Cultural Affairs continues to partner with Marcus Amaker, Charleston’s first Poet Laureate, to produce Charleston’s signature poetry festival, with 2022 marking the event’s sixth year. The position of Poet Laureate was established by Charleston City Council to enhance the appreciation of poetry throughout the Charleston area, and to more fully reflect through the literary arts the city’s identity and spirit of community. For 2022, Marcus Amaker will advise and work in conjunction with the City of Charleston Office of Cultural Affairs to implement an inspiring series of events that will encourage the writing, reading and performance of poetry in Charleston, and to plan for the appointment of Charleston’s next poet laureate. A vision of the festival is to make poetry visible and resident in the public realm throughout all of Charleston’s communities.
## Administrative Purposes Only

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Valid Accommodations Purpose under State Code of Laws 6-1-530:</th>
<th>Yes [ ] No [ ]</th>
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<td></td>
<td>IRS determination letter:</td>
<td>Yes [ ] No [ ]</td>
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<td>IRS Form 990 (or Financial Statement if not required to file IRS 990):</td>
<td>Yes [ ] No [ ]</td>
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<tr>
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1. **REVENUE**

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2. **EXPENSES**

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<td>Fundraising</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
SECTION III:  FUNDING REQUEST FOR COUNTY’S FISCAL YEAR 2023
(July 1, 2022 to June 30, 2023)

1. The Accommodations Tax is available under Section 6-1-530 of the South Carolina Code of Laws for the following tourism-related expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of a tourist-related building or facility

2. Describe your request.

We are requesting funds for the sixth annual Free Verse Festival in Charleston, SC. We expect the festival budget to grow as the festival grows and establishes itself as an annual festival in Charleston, SC. The 2022 festival budget will likely grow to $35,000 with significant marketing and promotion to cultural tourists. We are seeking funds from Charleston County’s ATAX Grant Program to assist with advertising/marketing costs related to the festival. Visitors who attend the festival help our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). In addition to securing regional editorial support, we purchase advertising on Charleston-area radio stations (with a reach well beyond the tri-county area); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. Detail of request

<table>
<thead>
<tr>
<th>OPERATING</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>A. Advertising or promotion related to tourism development</td>
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</tr>
<tr>
<td>Television</td>
<td>Rack Cards</td>
</tr>
<tr>
<td>Radio</td>
<td>Billboards</td>
</tr>
<tr>
<td>Newspapers</td>
<td>Mailings (Out of County)</td>
</tr>
<tr>
<td>Websites</td>
<td>Visitor’s Guide</td>
</tr>
<tr>
<td>Magazines</td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
</tr>
</tbody>
</table>

| B. Maintenance or operation of tourist-related building or facility (specify) | |
| | |

4. List funds received or requested for tourism-related expenses

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FY 2022 AMOUNT</th>
<th>FY 2023 AMOUNT</th>
<th>FY 2023 STATUS</th>
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<tbody>
<tr>
<td>Charleston County</td>
<td>4,080</td>
<td>10,000</td>
<td>Pending</td>
</tr>
<tr>
<td>City of Charleston ATax</td>
<td>10,000</td>
<td>10,000</td>
<td>Budgeted</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>TOTAL Project or Event</td>
<td></td>
<td>20,000</td>
<td></td>
</tr>
</tbody>
</table>
SECTION IV: SCORING SYSTEM
For Section V

If you have questions, please contact the Charleston Area Convention & Visitors Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)
The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known
Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the Charleston County

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)
Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)
Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)
Tourism Panel will assess the project in its entirety. An average of the panelists will be taken.

Each project will be rated between 1-100.

Final Calculation

Final Score = Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X 0.2

1) Recommendations to Council will be based on the score of each entity;

2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.
The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

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B. Copy of Internal Revenue Service (IRS) Form 990 for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an IRS Form 990 because the revenues are less than the threshold to file an IRS Form 990).

C. Copy of Annual Audit performed by a Certified Public Accountant (CPA):
   1. if a governmental agency, or;
   2. if entity’s revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

__________________________________________________________________________
Signature                                                                 Date

__________________________________________________________________________
Name and Title (please print)
TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson 
DEPT. Executive  
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX 
REQUEST: To Apply for $10,000 from Charleston County Local Accommodation Tax Funding, to support the 2022 Holiday Magic in Historic Charleston. The project period is 12/1/2022 - 12/31/2022.

COMMITTEE OF COUNCIL: W&M  
DATE: February 22, 2022

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

<table>
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<tr>
<td>Office of Cultural Affairs</td>
<td>X</td>
<td></td>
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<tr>
<td>Grants Manager</td>
<td>X</td>
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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 [ ] X

NEED: Identify any critical time constraint(s).

CFO’s Signature: [ ]

FISCAL IMPACT: No City Match is required.

Mayor’s Signature: [ ]

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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY TAX
REQUEST: To Apply for $10,000 from Charleston County Local Accommodation
Tax Funding, to support the 2022 Holiday Magic in Historic
Charleston. The project period is 12/1/2022 – 12/31/2022.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022

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

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

If yes, provide the following: Dept./Div.: Account #: Amount needed for this item

Does this document need to be recorded at the RMC’s Office? Yes ☐ No ☐ X

NEED: Identify any critical time constraint(s).

CFO’s Signature: ____________________________

FISCAL IMPACT: No City match is required.

Mayor’s Signature: ____________________________

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.
Local Accommodations Tax

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Applications must be received by 5:00 PM – Tuesday, March 1, 2022

Return applications to:
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4045 Bridge View Drive, Suite A221
Charleston, SC 29403-7464

Questions should be directed to:
Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting: $10,000  Date(s) of Specific Event: 12/1-12/31/2022
(if applicable)

Location of Specific Event:
Charleston County – Various Venues

SECTION I: ORGANIZATION INFORMATION

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<th>Name of Organization:</th>
<th>City of Charleston Office of Cultural Affairs (2622 Holiday Magic in Historic Charleston)</th>
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<tr>
<td>Contact Name and Title:</td>
<td>Scott Watson, Director, Office of Cultural Affairs</td>
</tr>
<tr>
<td>Complete Mailing Address:</td>
<td>75 Calhoun Street, Suite 3800, Charleston, SC 29401</td>
</tr>
<tr>
<td>Phone Number:</td>
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<td>Email Address:</td>
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</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.charlestonfarmersmarket.com">www.charlestonfarmersmarket.com</a>; <a href="http://www.charlestonarts.org">www.charlestonarts.org</a></td>
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TYPE OF ENTITY (check one)
☐ 501(e) Tax-exempt only

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

Holiday Magic in Historic Charleston is a month-long festival produced by the City of Charleston that complements “Christmas in Charleston” promotional efforts to attract visitors to Charleston during the holiday season. Events under its umbrella include the Tree Lighting Ceremony at Marion Square, the Holiday Parade from Colonial Lake to Marion Square, the Holiday Parade of Boats on Charleston Harbor, Chanukah in the Square, Kwanzaa programs, special extended Saturday and Sunday schedules for the Charleston Farmers Market, and Happy New Year Charleston, an admission-free, alcohol-free, and family-friendly event on New Year’s Eve. The Office of Cultural Affairs works cooperatively with several other city departments to coordinate holiday décor that adorns Charleston City Hall, Market Hall, Marion Square and other civic spaces. Our Arts in Charleston Calendar is used to promote all of the holiday happenings, arts and culture events, concerts and exhibitions in Charleston during December and over 107,000 parking vouchers, good for 2 hours of free parking in select garages in Downtown Charleston, are made available to the public as printed fliers and via digital download.
### Administrative Purposes Only

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Valid Accommodations Purpose under State Code of Laws 6-1-530:</th>
<th>Yes □ No □</th>
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1. **REVENUE**

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SECTION III: FUNDING REQUEST FOR COUNTY’S FISCAL YEAR 2023
(July 1, 2022 to June 30, 2023)

1. The Accommodations Tax is available under Section 6-1-530 of the South Carolina Code of Laws for the following tourism-related expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of a tourist-related building or facility

2. Describe your request

   We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2022 Holiday Magic in Historic Charleston celebration in Charleston, SC. The festival’s annual budget is approximately $150,000. We are seeking funds from Charleston County’s ATAX Grant Program to assist with advertising/marketing costs related to the festival. Half of the festival’s 70,000 attendees are visitors to the area which helps our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). In addition to securing regional editorial support, we purchase advertising on Charleston-area television stations (which reach well beyond the Tri-County Area); radio stations (in market); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. Detail of request

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4. List funds received or requested for tourism-related expenses

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<th>FY 2022 AMOUNT</th>
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<th>FY 2023 STATUS</th>
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<td>Charleston County</td>
<td>5,912</td>
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<td>Budgeted</td>
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<tr>
<td>TOTAL Project or Event</td>
<td>80,912</td>
<td>85,000</td>
<td></td>
</tr>
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</table>
1. Economic Impact Calculation (Weight: 50%)
The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known
Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the Charleston County

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)
Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)
Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)
Tourism Panel will assess the project in its entirety. An average of the panelists will be taken.

Each project will be rated between 1-100.

Final Calculation

Final Score =
Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X 0.2

1) Recommendations to Council will be based on the score of each entity;

2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.
The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
B. Copy of Internal Revenue Service (IRS) Form 990 for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an IRS Form 990 because the revenues are less than the threshold to file an IRS Form 990).
C. Copy of Annual Audit performed by a Certified Public Accountant (CPA):
   1. if a governmental agency, or;
   2. if entity’s revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

---------------------------------------------------------
Signature                                      Date

Name and Title (please print)
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson

DEPT. Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY TAX

REQUEST: To Apply for $15,000 from Charleston County Local Accommodation Tax Funding, to support the 2023 Piccolo Spoleto Festival. The project period is 5/26/2023 to 6/19/2023.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Office of Cultural Affairs</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Grants Manager</td>
<td>X</td>
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<td></td>
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</tr>
</tbody>
</table>

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 □ X

NEED: Identify any critical time constraint(s).

CFO’s Signature: ___________________________

FISCAL IMPACT:

No City match is required.

Mayor’s Signature: ___________________________

John J. Tecklenburg, 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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson DEPT. Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX

REQUEST: To Apply for $15,000 from Charleston County Local Accommodation Tax Funding, to support the 2023 Piccolo Spoleto Festival. The project period is 5/26/2023 to 6/19/2023.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Office of Cultural Affairs X
Grants Manager X

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 X

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: No City match is required

Mayor's Signature: John J. Tecklenburg, Mayor

COORDINATING 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.
Local Accommodations Tax

FY 2023 Application for Charleston County Funding

Applications must be received by 5:00 PM – Tuesday, March 1, 2022

Return applications to:
Charleston County Budget Department
4045 Bridge View Drive, Suite A221
Charleston, SC 29405-7464

Questions should be directed to:
Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting: $15,000

Date(s) of Specific Event: 5/26 – 6/19, 2023

(if applicable)

Location of Specific Event: Charleston County – Various Venues

SECTION I: ORGANIZATION INFORMATION

<table>
<thead>
<tr>
<th>Name of Organization:</th>
<th>City of Charleston Office of Cultural Affairs (2023 Piccolo Spoleto Festival)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name and Title:</td>
<td>Scott Watson, Director, Office of Cultural Affairs</td>
</tr>
<tr>
<td>Complete Mailing Address:</td>
<td>75 Calhoun Street, Suite 3800, Charleston, SC 29401</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(843) 720-3885</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>(843) 720-3967</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:watsons@charleston-sc.gov">watsons@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.piccolospoleto.com">www.piccolospoleto.com</a>; <a href="http://www.charlestonarts.org">www.charlestonarts.org</a></td>
</tr>
</tbody>
</table>

TYPE OF ENTITY (check one)

☐ 501(c) Tax-exempt only

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

Piccolo Spoleto was designed and launched in 1979 by the City of Charleston Office of Cultural Affairs (OCA) together with a group of arts professionals representing all of the arts disciplines from the Lowcountry cultural community to provide a local complement to Spoleto Festival USA. Since its inception as the official outreach arm of Spoleto Festival USA, Piccolo Spoleto has provided access for everyone to the festival experience by presenting a large share of its programs free of charge and creating a platform on which local and regional artists have the opportunity to perform. In the process, Piccolo Spoleto has been building audiences for Spoleto Festival and the regional arts community in general. Piccolo Spoleto runs simultaneously with Spoleto Festival USA for 17 days attracting over 160,000 attendees. Piccolo Spoleto programming is anticipated to expand in 2022 and 2023 to incorporate appropriate community-based Juneteenth events, working with partners including Gullah Geechee Angel Network, extending the Festival’s impact as a cultural tourism draw.
1. **REVENUE**

<table>
<thead>
<tr>
<th></th>
<th>FY 2021 (Form 990)</th>
<th>FY 2022 (Current Budget)</th>
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<tbody>
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<td>Investment Income</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
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</table>

2. **EXPENSES**

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<th>FY 2021 (Form 990)</th>
<th>FY 2022 (Current Budget)</th>
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<tbody>
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<td>Grants Paid</td>
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<tr>
<td>Benefits Paid for Members</td>
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<tr>
<td>Salaries and Fringe Benefits</td>
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<tr>
<td>Fundraising</td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
</tr>
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</table>
SECTION III: FUNDING REQUEST FOR COUNTY’S FISCAL YEAR 2023  
(July 1, 2022 to June 30, 2023)

1. The Accommodations Tax is available under Section 6-1-530 of the South Carolina Code of Laws for the following tourism-related expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of a tourist-related building or facility

2. Describe your request.

   We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2023 Piccolo Spoleto Festival in Charleston, SC. Piccolo’s annual budget is approximately $850,000 which includes 60% from earned income such as ticket sales (the rest of budget comes from grants and contributed income). We are seeking funds from Charleston County’s ATAX Grant Program to assist with advertising/marketing costs related to the festival. 53% of Piccolo’s 160,000 attendees are visitors to the area which helps our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). We purchase advertising on Charleston-based television stations (which have a reach into areas outside of the Tri-County Area); radio stations (both in market and out of market); websites and e-newsletters (national/international reach); and print (both in market and out of market).

3. Detail of request

<table>
<thead>
<tr>
<th>OPERATING</th>
<th>FY 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Advertising or promotion related to tourism development</td>
<td>AMOUNT</td>
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<td>10,000</td>
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<td>75,000</td>
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*Replace them with average daily spending if not known*
Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the Charleston County

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

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Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

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4. **Tourism Panel (Weight: 20%)**
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Each project will be rated between 1-100.

**Final Calculation**

\[
Final\ Score = Economic\ Impact\ x\ 0.5 + Media\ Impact\ x\ 0.2 + Community\ Impact\ x\ 0.1 + Expert\ Score\ x\ 0.2
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1) Recommendations to Council will be based on the score of each entity;

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C. Copy of Annual Audit performed by a Certified Public Accountant (CPA):
   1. if a governmental agency, or;
   2. if entity’s revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature _______________________________ Date __________________________

Name and Title (please print)
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson
DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS –
REQUEST: To Apply for $17,000 from South Arts to support dance programming for the 2022 MOJA Arts Festival. The project period is from March through October 2022.

COMMITTEE OF COUNCIL: W&M
DATE: February 22, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Office of Cultural Affairs
Grants Manager

Yes ☑️ N/A Signature of Individual Contacted Attachment

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: __________________

FISCAL IMPACT:
A 1:1 City match is required; funding is already secured from private donation.

Mayor's Signature: __________________

John J. Tecklenburg, 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 10:30AM THE DAY OF THE CLERK'S AGENDA MEETING.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson              DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - South Arts
REQUEST: To Apply for $17,000 from South Arts to support dance programming for the 2022 MOJA Arts Festival. The project period is from March through October 2022.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022

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

Corporate Counsel       Yes     N/A       Signature of Individual Contacted Attachment
Cap. Proj. Comm. Chair  
Office of Cultural Affairs X       
Grants Manager          X

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 ☐ X

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:
A 1:1 City match is required, funding is already secured from private donation.

Mayor's Signature: ____________________________

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
Office of Cultural Affairs

Mailing Address:  Street Address:
75 Calhoun Street, Suite 3800
Charleston  SC  29401

Contact:  Scott Watson
Email:  WatsonS@charleston-sc.gov
Website:  www.charlestonarts.org / www.mojafestival.com
Operating budget for last completed fiscal year:  $1258887

Mission:
OCA is committed to fostering excellence through artistic expression, thereby enhancing the quality of life for all of Charleston's citizens regardless of economic, social or physical considerations. OCA plays a catalytic role in producing and supporting programs that educate, inform and inspire through a variety of cultural activities which celebrate creativity and diversity; contribute to economic development; and underscore Charleston's reputation as an international cultural destination.

Project Discipline: Dance
Artist/company/writer name: Harambee Dance Company

Artist Website:

Artist fee:  Amount of request:  $17000
Start date – end date:  1/15/2022 – 11/30/2022
Days of Artist Service:  15
# public presentations:  1
Projected # participants:  1500
# educational activities:  5
Projected # participants:  45

Project Summary:
MOJA Arts Festival, produced by City of Charleston Office of Cultural Affairs, will commission new work by Sandella Malloy of Harambee Dance Company to be set on their Atlanta-based ensemble, exploring the continuum of African culture across the diaspora and as reflected in the customs of Southeast populations of African descent.

Schedule:
January: Based on COVID protocols, agree size of ensemble, length of new work, and appropriateness of live music vs. tape
February: Initial work with dancers in Atlanta and virtual review with City of Charleston OCA via Zoom/Skype
March: Invited work-in-progress workshop in Atlanta; If possible, OCA staff to attend in person (otherwise virtual)
April: Final work-in-progress presentation in Atlanta
May/June: If COVID protocols permit, company to travel to Piccolo Spoleto Festival for community residency and masterclass with initial showing of excerpts for invited audiences
Autumn 2022: Premiere at MOJA Arts Festival and subsequent performance in Atlanta
January 2023: Showcase presentation in NYC
City of Charleston
Harambee Dance Company

Project's Artistic Merit
(Maximum 5,000 characters including spaces, approximately 1 page) Describe the project; include a detailed description of the presentation and explain why this artist/company/writer was chosen. Explain why this project is important to your community. The educational and outreach component is the requirement that participants be engaged in learning activities that have lasting impact. Describe the educational and outreach component and any additional community activities.

This project builds on a sustained engagement to grow the reach of Harambee Dance Company and its 25+ year history in the Southeast, following their move from the South Carolina Lowcountry to The Bronx. The opportunity to connect Harambee’s current activity in Atlanta with the sector as a whole could be transformative. MOJA Arts Festival is in discussion with Muntu Dance Company in Chicago to assess the viability of a Dance Africa Charleston annual season in 2024 and beyond, building on the legacy of Chuck Davis and the African American Dance Ensemble of Durham. New work and standing repertoire for touring with Harambee would be impactful in sustaining this path forward.
City of Charleston
Harambee Dance Company

**Audience Development/Community Involvement**
(Maximum 2,500 characters including spaces, approximately ½ page) Audience development includes assessing audience and community needs, cultivating audiences, creating a plan for engagement, and developing effective partnerships. Describe your community and the population size. Describe the audiences and community segments that you are targeting and engaging with this project. Explain why they were selected for involvement in this project, how they are involved in planning, and what community partners are involved. Describe any plans to broaden or diversify your audiences, any additional efforts to reach those that lack access to arts programs, services, or resources, or how your organization is addressing diversity, equity and inclusion. Provide your marketing plan for target audiences.

The Charleston MSA is roughly 750,000, but the community remains very much a "small town." This commission with artists closely connected to Charleston’s African-American and Gulah Geechee communities would be transformative in demonstrating a commitment to our local artists of color and to traditionally under-served audiences.
City of Charleston
Harambee Dance Company

Accessibility Statement:
Do you certify that (1) you have read the National Endowment for the Arts (NEA) Assurance of Compliance and understand that by signing and submitting the application form, you certify that the applicant is in compliance with all the statutes and regulations as outlined by the NEA, including the ADA; and (2) the facilities where project activities will take place are accessible to people with disabilities?

Yes

Accessibility
(Maximum 2,500 characters including spaces, approximately ½ page) Grantees are required to ensure accessibility to funded programs to people with disabilities. Beyond these minimum ADA requirements, describe actions you will take for programmatic and communications accessibility (e.g., planning/advisory committees include people with disabilities, large print programs/labels, captioning, American Sign Language interpretation, audio description, specific marketing strategies, etc.). Provide specific strategies on how you will reach those that lack access to the arts due to disability for this project specifically (not your organization’s work in general).

Once COVID protocols are better known, we will endeavor to prioritize accessibility for this project, with a hope of including art therapy with the local VA medical center.
City of Charleston
Harambee Dance Company

Organizational Capacity/Evaluation
(Maximum 2,500 characters including spaces, approximately \( \frac{1}{2} \) page) Describe your organization's ability to carry out the proposed project. Provide a summary of your organization's presenting/programming history. Describe the project goals and the anticipated outcomes. Describe the evaluation methods you have in place to learn how you are, or are not, achieving your goals.

Our office has a strong history of working successfully with South Arts, and while having several open staff positions due to a COVID hiring freeze, we have adequate capacity to support this project.

Attachments: Support Materials
ARTIST/COMPANY/WRITER SUPPORT MATERIAL:
URL: http://www.harambeedancecompany.com/

WORK SAMPLE:
URL: https://www.postandcourier.com/news/review-african-powered-harambee-dance-company-triumphantly-

Review of 25th Anniversary homecoming performance

SUPPLEMENTAL DOCUMENT (optional):
COMMITTEE / COUNCIL AGENDA

TO:        John J. Tecklenburg, Mayor
FROM:    Scott Watson        DEPT.    Executive
SUBJECT:  OFFICE OF CULTURAL AFFAIRS – SC PRT TOURISM ADVERTISING GRANT PROGRAM
REQUEST:  To apply for $6,000 from South Carolina PRT’s Tourism Advertising Grant Program, to support the 2022 MOJA Arts Festival.

COMMITTEE OF COUNCIL:    W&M    DATE:    February 22, 2022

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

Corporate Counsel  Yes  N/A  Signature of Individual Contacted  Attachment
Cap. Proj. Cmte. Chair
Office of Cultural Affairs  X
Grants Manager  X

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 □ X

NEED:  Identify any critical time constraint(s).

CFO’s Signature:    

FISCAL IMPACT:
A 2:1 City match is required. Matching funds will come from corporate sponsorship and private donation.

Mayor’s Signature:    John J. Tecklenburg, 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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson  DEPT. Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC PRT TOURISM ADVERTISING GRANT PROGRAM
REQUEST: To apply for $6,000 from South Carolina PRT’s Tourism Advertising Grant Program, to support the 2022 MOJA Arts Festival.

COMMITTEE OF COUNCIL: W&M DATE: February 22, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
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<th>Name of Individual Contacted</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
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<tr>
<td>Office of Cultural Affairs</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Manager</td>
<td>Yes</td>
<td></td>
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</tr>
</tbody>
</table>

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: ____________________________

FISCAL IMPACT: ____________________________

A 2.1 City match is required. Matching funds will come from corporate sponsorship and private donation.

Mayor’s Signature: ____________________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
2022-2023 SCPRT Tourism Advertising Grant Application Cover Sheet

Organization Name: City of Charleston Office of Cultural Affairs

Name of Project Director: Scott Watson, Director of Cultural Affairs

Mailing Address: 75 Calhoun Street, Suite #3800

Telephone Number: (843) 720-3885 Fax Number: (843) 720-3967

Email address: WatsonS@charleston-sc.gov

Company Website: www.MOJAFestival.com / www.CharlestonArts.org

County: Charleston

Identify the category for which you are applying (Check one):

X Festival/Event        ___ Attraction       ___ Destination

Identify the amount you are financially prepared to match (Check one):

___ One-to-One Category (50% match) (Cap for Festivals or Events is $3,000 / Cap for Attractions is $20,000 / Cap for Destinations is $45,000)

X Two-to-One Category (33% match) (Cap for Festivals or Events is $6,000 / Cap for Attractions is $40,000 / Cap for Destinations is $100,000)

Based on the match amount (and, therefore, the cap amount) you have selected: tell us how much grant funding support you are applying for.

My organization is applying for $6,000.00 in Tourism Advertising Grant Funds

Calculate the amount your organization must expend in qualified expenditures:

Requested amount: $_______ / .50 for a one-to-one request = a total required qualified spend of $_______.

-OR-

Requested amount: $6,000.00 / .33 for a two-to-one request = a total required qualified spend of $18,182.00.

Example:

Requested amount: $15,000 / .50 for a one-to-one request = a total required qualified spend of $30,000.
Requested amount: $35,000 / .33 for a two-to-one request = a total required qualified spend of $106,060.

I hereby certify the information contained herein, and within any attachments, is true and accurate.

________________________________________  _______________________
Project Director Signature                  Date

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