

# **CITY OF CHARLESTON CITY COUNCIL AGENDA**

May 09, 2023 – 5:00 PM  
City Hall, 80 Broad Street  
**Conference Call: 1-929-205-6099**  
**Access Code: 912096416**

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- A. Roll Call**
- B. Invocation**
  - Councilmember Bowden
- C. Pledge of Allegiance**
- D. Presentation and Recognitions**
  - 1. Proclamation recognizing Assistant Fire Chief Raymond Lloyd
  - 2. Proclamation recognizing National Police Week
  - 3. Proclamation recognizing Heat Safety Awareness Week
- E. Public Hearings**
- F. Act on Public Hearing Matters**
- G. Approval of City Council Minutes**
  - 1. April 11, 2023
- H. Citizens Participation Period**

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

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

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

**If participating virtually, citizens may use one of the following methods to request to speak at the meeting or provide comments for City Council. Requests to speak at the meeting and comments must be received by 12:00 p.m., Monday, May 8th:**

**1. Request to speak or leave a comment via voice mail at 843-579- 6313. If requesting to speak, please provide your name and telephone number;**

**2. Sign-up to speak or leave comments for City Council by completing the form at <http://innovate.charleston-sc.gov/comments/> by Monday, May 8<sup>th</sup> at 12:00 p.m.**

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

**I. Petitions and Communications:**

1. Presentation on program initiatives for veterans – *Kailay P. Washington, Operations Coordinator, SC Department of Veterans' Affairs*

**J. Council Communications:**

**K. Council Committee Reports:**

**1. Committee on Public Safety: (Meeting was held Monday, May 8, 2023 at 2:00 p.m.)**

- (i). An Ordinance to amend Section 21-111 (Masked or Disguised Persons; Halloween Exceptions) of Chapter 21 of the Code of the City of Charleston (Offenses).
- (ii). An Ordinance to amend Division 4 (Abandoned Boats and Watercraft) Article III (Nuisances) of Chapter 21 of the Code of the City of Charleston (Offenses).
- (iii). An Ordinance to Amend Chapter 7 of the Code of the City of Charleston to Adopt the Latest Edition of Permissive Codes Published by the International Code Council, Inc., pursuant to S.C. Code § 6-9-60.
- (iv). Police Department: Approval to purchase body worn cameras as part of



replacement plan with extended warranty in the amount of \$188,625.05 from Hypertec Solutions Partner, 1868 E. Broadway Rd. Tempe, AZ, 85282. Solicitation #21-B003R

- (v). Police Department: Approval to purchase an upgrade to the existing video management software Milestone for the City's safety & security camera system in the amount of \$167,000.00 from Sierras Construction, 190 Bellerive Lane, Summerville SC, 29483 Solicitation #19-B014R
- (vi). Police and Fire Departments: Approval to submit the 2023 Port Security Grant application for the amount of \$796,230. The Police Department requests equipment for the Explosive Device Team and drive-on docks for Harbor Patrol. The Fire Department requests Haz-Mat response mobile training props and an upgrade to the electronics on Marine Vessel 101.

*Give first reading to the following resolutions and bills from Public Safety:*

An ordinance to amend Chapter 7 of the Code of the City of Charleston to adopt the latest edition of permissive codes published by the International Code Council, Inc., pursuant to S.C. Code §6-9-60.

An ordinance to amend Section 21-111 (Masked or Disguised Persons; Halloween Exceptions.) of Chapter 21 of the Code of the City of Charleston (Offenses)

An ordinance to amend Division 4 (Abandoned Boats and Watercraft); Article III (Nuisances) of Chapter 21 of the Code of the City of Charleston (Offenses)

**2. Committee on Public Works and Utilities: (Meeting was held Monday, May 8, 2023 at 5:00 p.m.)**

- a. Acceptance and Dedication of Rights-of-Way and Easements
  - (i). Daniel Island, Parcel FF, Phase 1- Hartey Street (50'R/W), Fish Camp Road (50' R/W), Ship Builder Street (50' R/W), Roddin Street (20' R/W)
    - Title to Real Estate
    - Exclusive Stormwater Drainage Easement Agreement
    - Affidavit for Taxable or Non-Exempt Transfers
    - Plat
- b. Public Service Department Update
  - (i). Environmental Services Update
- c. Stormwater Management Department Update
  - (i). Approval of Letter of Intent – USACE Brick Arches Rehabilitation
  - (ii). Update on Stormwater Capital Project Pipeline

- (iii). A Resolution for the Adoption of the FEMA-Approved 2019 Charleston Regional Hazard Mitigation and Program for Public Information Plan

**3. Committee on Traffic and Transportation: (Meeting was Tuesday, May 9, 2023 at 3:00 p.m.)**

- (a). Ordinance to amend Chapter 54 of the Code of the City of Charleston adding new Section 54 – 120 to article 1 (Parking or storage of commercial vehicles.) – Melissa Cruthirds
- (b). Authorization for the Mayor to execute an Intergovernmental Agreement with the County of Charleston regarding Highway 17 Intersection Improvements – Julia Copeland
- (c). Safe Streets and Roads for All (SS4A) Grant (Information Only) – Michael Mathis
- (d). Rethink Folly Road Update – Sheila Parker, Charleston County
- (e). Lowline Update (Information Only) – Kaylan Koszela, Jason Kronsberg, and Matt Frohlich
- (f). Approval of Traffic Calming Devices Contract – Robert Somerville
- (g). Approval of SCDOT Signal Maintenance Agreement Modification Number 2 – Robert Somerville
- (h). Upper King Street Traffic Detail Report – Tyrone Lawrence
- (i). Discussion

*Give first reading to the following resolutions and bills from Traffic and Transportation:*

An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by adding a new definition to Section 54-120 of Part 3 of Article 1 and a new subsection to Section 54-207 of Part 2 of Article 2.

**4. Committee on Ways and Means: (Meeting was held Tuesday, May 9, 2023 at 4:30 p.m.)**

(Bids and Purchases

(Police Department and Fire Department: Approval to submit the 2023 Port Security

Grant application for the amount of \$796,230. The Police Department requests

equipment for the Explosive Device Team and drive-on docks for Harbor Patrol. The

Fire Department requests Haz-Mat response mobile training props and an upgrade to the electronics on Marine Vessel 101. The grant requires a 25% cash match of \$265,410.00 to be budgeted for FY2024.

(Parks-Capital Projects: Approval of an Other Work in Progress (OWIP) Agreement with Dominion Energy in the amount of \$410,052.50 for the undergrounding of existing overhead lines in the area surrounding 220 Nassau Street.

(Stormwater Management: Approval to enter into a grant agreement and to accept the grant award in the amount of \$252,087 from FEMA through SC Emergency Management Division to elevate 2 residential structures subject to repetitive flooding. Local match of \$84,029 will be paid by homeowners. No City match is required. (To be distributed under separate cover from the Stormwater Management Department)

(Recreation: Approval of the contract between the City of Charleston and the Charleston County School District in the amount of \$26,647.50 to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding provided by the SC Department of Education to the City of Charleston as the local sponsoring agency.

(Recreation: Authorization for approval to submit a grant application to offer the USDA Summer Food Service Program. The effective date will be June 12th and the funding will be provided through the SC Department of Education to the City of Charleston as the local sponsoring agency. No City match is required.

(Stormwater Management: Approval to notify USACE of the City's interest in acting as the Local Sponsor for a \$5,000,000 appropriation request to rehabilitate brick arches for stormwater drainage with a 75% Federal and 25% local cost share if the appropriation request is approved.

(Budget Finance and Revenue Collections : Approval to increase the hotel overnight parking rate from \$20 to \$30 and an increase to the corresponding lost ticket fee from \$30 to \$60, effective July 1, 2023.

(Authorization for the Mayor to accept on behalf of the City an Exclusive and Permanent Sidewalk Easement from the County of Charleston along a portion of TMS# 424-00-00-003 for a sidewalk along Country Club and Folly Roads.[Ordinance]

(Authorization for the Mayor to execute on behalf of the City of Charleston, a permanent utility easement and any other documents necessary to grant such an easement to the Commissioners of Public Works of the City of Charleston, South Carolina over a portion of the right-of-way for Doughty Street.

[Ordinance]

(Request approval for the use of First Scots Presbyterian Church by the Piccolo Spoleto Festival's L'Organo series.

(Please consider the following for annexation:

- 2244 South Dallerton Circle (.26 acre) (TMS# 310-07-00-049), West Ashley, (District 5). The property is owned by Thomas and Sue Dority.
- 1080 Bees Ferry Road (approximately 1.0 acre) (a portion of TMS# 287-00-00-219), West Ashley, (District 5). The property is owned by Commissioners of Public Works of the City of Charleston.
- 2916 Doncaster Drive (.28 acre) (TMS# 358-10-00-123), West Ashley, (District 10). The property is owned by Jared Parcell.
- 2237 South Dallerton Circle (.27 acre) (TMS# 310-07-00-056), West Ashley, (District 5). The property is owned by Robert Branson.
- 2205 North Dallerton Circle (.26 acre) (TMS# 310-07-00-032), West Ashley, (District 5). The property is owned by John Maynard.
- 1742 West Avalon Circle (.20 acre) (TMS# 352-13-00-244), West Ashley, (District 9). The property is owned by Danielle Scott.

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

An ordinance authorization for Mayor to accept on behalf of the City an exclusive and permanent sidewalk easement from the County of Charleston along a portion of TMS# 424-00-00-003 for a sidewalk along Country Club and Folly Roads

An ordinance authorizing the Mayor to execute, on behalf of the City of Charleston, a permanent utility easement and any other documents necessary to grant such an easement to the Commissioners of Public Works of the City of Charleston, South Carolina over a portion of the right-of-way for Doughty Street.

An ordinance to provide for the annexation of property known as 2244 South Dallerton Circle (.26 acre) (TMS# 310-07-00-049), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Thomas and Sue Dority.

An ordinance to provide for the annexation of property known as 1080 Bees Ferry Road (approximately 1.0 acre) (a portion of TMS# 287-00-00-219), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Commissioners of Public Works of the City of Charleston.

An ordinance to provide for the annexation of property known as 2916 Doncaster Drive (.28 acre) (TMS# 358-10-00-123), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 10. The property is owned by Jared Parcell.

An ordinance to provide for the annexation of property known as 2237 South Dallerton Circle (.27 acre) (TMS# 310-07-00-056), West Ashley, Charleston County, to the City of Charleston,

shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Robert Branson.

An ordinance to provide for the annexation of property known as 2205 North Dallerton Circle (.26 acre) (TMS# 310-07-00-032), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by John Maynard.

An ordinance to provide for the annexation of property known as 1742 West Avalon Circle (.20 acre) (TMS# 352-13-00-244), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Danielle Scott.

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

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

1. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by revising Section 54-220 pertaining to conference space requirements in the Accommodations Overlay Zone District in the Peninsula portion of the City.*
2. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 9 Apollo Road (West Ashley) (approximately 0.2 acre) (TMS #4181300229) (Council District 9), annexed into the City of Charleston February 28, 2023 (#2023-040), be zoned Single-Family Residential (SR-1) classification. The property is owned by Sue B. Chanson.*
3. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 19 Oakdale Place (West Ashley) (approximately 0.47 acre) (TMS #4181400003) (Council District 9), annexed into the City of Charleston March 14, 2023 (#2023-050), be zoned Single-Family Residential (SR-1) classification. The property is owned by Elizabeth Oakley and Cindy Carter.*
4. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1419 Adele Street (West Ashley) (approximately 0.13 acre) (TMS #3510700046) (Council District 7), annexed into the City of Charleston March 14, 2023 (#2023-051), be zoned Single-Family Residential (SR-1) classification. The property is owned by Kerr Adele Properties LLC.*
5. *An ordinance to make additional appropriations to meet the liabilities of the City of Charleston for the fiscal year ending December 31, 2022.*
6. *An ordinance to recognize the usage of additional funds to meet additional appropriations authorized by Ordinance 2023-\_\_\_\_ for the fiscal year ending December 31, 2022.*
7. *An ordinance authorizing Mayor to accept proposed land donation of approximately 12 acres from Kiawah Raccoon Run, LLC and the Carolina Bay Property Owners Association, Inc., for the purpose of a community park.*
8. *An ordinance to provide for the annexation of property known as 1962 Ivy Hall Road (.42 acre) (TMS# 351-03-00-057), West Ashley, Charleston County, to the City of*

*Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. The property is owned by Leondas Cole.*

9. *An ordinance to provide for the annexation of property known as 525 Saint Andrews Boulevard (.18 acre) (TMS# 421-03-00-112), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Stephanie O. Green.*
10. *An ordinance to provide for the annexation of property known as 319 Wappoo Road (.46 acre) (TMS# 350-10-00-147), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Krista Tilly.*
11. *An ordinance to provide for the annexation of property known as 2246 North Dallerton Circle (.39 acre) (TMS# 310-07-00-019), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Pauline R. Johnson.*
12. *An ordinance to provide for the annexation of property known as 2142 South Dallerton Circle (.26 acre) (TMS# 310-07-00-041), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Harold W. Owens, Jr.*
13. *An ordinance to provide for the annexation of property known as 3124 Maybank Highway (approximately 5 acres) (TMS# 313-00-00-021), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 3. The property is owned by TBLB LLC. (DEFERRED)*
14. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 3124 Maybank Highway (Johns Island) (approximately 5.12 acres) (TMS #3130000021) (Council District 3), be zoned General Business (GB) classification. The property is owned by TBLB LLC. (DEFERRED FOR PUBLIC HEARING)*
15. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 657, 661, and 663 King Street (Peninsula) (approximately 0.31 acre) (TMS #460-04-04-090, 091, and 092) (Council District 3), be rezoned from 6 Story Old City Height District and 4 Story Old City Height District classification to 5 Story Old City Height District classification. The property is owned by the Twisted Bubble LLC. **(Planning staff recommend a 25 foot setback.)** (DEFERRED AT THE REQUEST OF THE APPLICANT)*
16. *An ordinance to provide for the annexation of property known as 635 Magnolia Road (.34 acre) (TMS# 353-13-00-031), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Michael Dysart and Laurie Griese. (DEFERRED)*
17. *An ordinance to amend Sec. 2-23(b) of the Code of the City of Charleston to provide for keeping summary minutes and video recordings of its proceedings. (DEFERRED)*
18. *An ordinance to amend Chapter 29, Article V1, Sec. 29-240 of the Code of the City of Charleston pertaining to the procedure of accident reporting. (DEFERRED)*

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

1. An ordinance to amend Chapter 2; Article IV-Boards and Commissions; Division 12-Army Corps 3x3 Advisory Committee.
2. An ordinance to amend Chapter 2 of the Code of the City of Charleston (*Standing Committees – appointment by the Mayor ordinance*) by revising the ordinance. (*DEFERRED*)
3. An ordinance authorizing the Mayor to execute a Second Amendment to the Amended and Restated Lease Agreement between City of Charleston and Childrens Museum of the Lowcountry. (*DEFERRED*)
4. An ordinance to amend Chapter 16, Article IV, Section 16-18 of the Code of the City of Charleston; to delete and replace with new language Sections 16- 20, 16-22, 16-23, and 16-24 of the Code of the City of Charleston; and to create Sections 16-24.01, 16-24.02, 16-24.03, 16-24.04, 16-24.05, 16-24.06, 16-24.07, 16-24.08, 16-24.09, 16-24.10, and 16-24.11 of the Code of the City of Charleston, the purpose of which is to adopt a City of Charleston Fair Housing Act which is substantially equivalent to the Federal Fair Housing Act. (**AS AMENDED**) (*DEFERRED*)
5. An ordinance to amend Article 3, Part 2 (Old City Height Districts and View Corridor Protection), Sections 54-306 through 54-306.i. of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to amend the standards related to height adjustments. (*DEFERRED*)

**N. Miscellaneous Business:**

1. The next regular meeting of City Council will be Tuesday, May 23, 2023 at 5:00 p.m.

**O. Adjournment**

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



### PROCLAMATION

- WHEREAS; the City of Charleston wishes to recognize the service and dedication of **ASSISTANT FIRE CHIEF RAYMOND LLOYD**; and
- WHEREAS; hired by the Charleston Fire Department on May 11, 1973, as a Fireman and Third Driver, **ASSISTANT FIRE CHIEF RAYMOND LLOYD** spent one shift on Engine 8, then was assigned to Engine 9 and later to the make-up company; and
- WHEREAS; **ASSISTANT FIRE CHIEF RAYMOND LLOYD** was promoted to Engineer in 1976 and assigned to Engine 6 on Cannon Street, where he spent 4 years. He was then promoted to Captain in 1980 and Battalion Chief in 1999 where he held assignments in Battalion 3, Battalion 4, and Battalion 5; and
- WHEREAS; on June 18, 2007, was working as a Battalion Chief in Battalion 5 on James Island **ASSISTANT FIRE CHIEF RAYMOND LLOYD** responded to the Sofa Super Store Fire, during which nine brave Charleston firefighters lost their lives; and
- WHEREAS; **ASSISTANT FIRE CHIEF RAYMOND LLOYD** played a large role in guiding the Charleston Fire Department during the days, weeks, and months that followed, starting with the assignment as an Acting Assistant Chief on June 19, 2007; and
- WHEREAS; under the leadership of Fire Chief Tom Carr, Acting **ASSISTANT FIRE CHIEF RAYMOND LLOYD** was promoted to Assistant Chief in 2009 and held various assignments including the head of CFD Training and Logistics.; and
- WHEREAS; **ASSISTANT FIRE CHIEF RAYMOND LLOYD** retired from the Charleston Fire Department on January 3, 2018, with nearly 45 years of service to the department, the City, and its residents and visitors. After retirement, Chief Lloyd transitioned to a position with the Folly Beach Department of Public Safety, where he coordinates and leads fire-based training initiatives for the department; and
- WHEREAS; Chief Lloyd is widely admired for his constant desire to get better every day and even after 50 years, it is a common sight to see him in his firefighting gear, actively participating in drills with members of his team; and
- WHEREAS; **ASSISTANT FIRE CHIEF RAYMOND LLOYD** has had a relative in the Charleston Fire Department since the inception of the paid department in 1882 thus making him a 4th generation Charleston Firefighter and his son now a 5<sup>th</sup>; and
- WHEREAS; May 11, 2023, marks **ASSISTANT FIRE CHIEF RAYMOND LLOYD**'s 50th anniversary in the fire service in the Charleston area. On that day Chief Lloyd will return to the Charleston Fire Department where he will be provided the title of Honorary Fire Chief and tasked with educating the members of the department on the illustrious history of the Charleston Fire Department.

**NOW THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, on behalf City Council, do hereby proclaim Thursday, May 11, 2023, as:**

### **ASSISTANT FIRE CHIEF RAYMOND LLOYD DAY**

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Charleston to be affixed, this 9<sup>th</sup> day of May in the year of 2023.



\_\_\_\_\_  
John J. Tecklenburg, Mayor





# City of Charleston

JOHN J. TECKLENBURG

MAYOR

## PROCLAMATION

- WHEREAS,** there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Charleston Police Department; and
- WHEREAS,** there were 43,649 assaults against law enforcement officers in 2021, resulting in approximately 15,369 injuries; and
- WHEREAS,** since the first recorded death in 1786, more than 23,785 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 24 members of the City of Charleston Police Department; and
- WHEREAS,** it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and
- WHEREAS,** the names of the dedicated public servants killed in the line of duty are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and
- WHEREAS,** 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022 and 332 officers killed in previous years; and
- WHEREAS,** the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35th Annual Candlelight Vigil, on the evening of May 13, 2023; and
- WHEREAS,** May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff; and
- WHEREAS,** we publicly salute the service of law enforcement officers in our community and in communities across the nation and thank them for safeguarding the lives of our citizens.

**NOW, THEREFORE, I,** John J. Tecklenburg, Mayor of the City of Charleston, on behalf of City Council, do hereby proclaim May 14–20, 2023, as:

## **NATIONAL POLICE WEEK**

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 9<sup>th</sup> day of May in the year of 2023.



John J. Tecklenburg, Mayor





### PROCLAMATION

- WHEREAS;** the United States Natural Hazards Statistics show that nationwide, heat has been the leading cause of weather-related fatalities since 1991; and
- WHEREAS;** according to the United States Department of Labor, dozens of workers die, and thousands become ill every year in extreme heat or humid conditions; and more than 40 percent of heat-related worker deaths occur in the construction industry, though workers in every field are susceptible; and
- WHEREAS;** heat-related illnesses and injuries can affect anyone, regardless of age, occupation, or physical condition; however, heat-related illnesses are also preventable and the elderly and those living in poverty often have increased negative health impacts from extreme heat; and
- WHEREAS;** the City of Charleston's 2019-2020 Hazards Vulnerability and Risk Assessment identified extreme heat as a key City vulnerability and, in the most vulnerable extreme heat areas of Charleston, there are 1,900 households with members over age 65 and close to 3,000 households below the poverty line; and
- WHEREAS;** the City of Charleston's GIS Department measured heat data across the City with simultaneous temperature readings varying as much as 11.8 degrees in different parts of the City; and highly impervious commercial and industrial areas like the Citadel Mall, the Medical District, and the port terminals have some of the lowest tree canopies and as a result, hottest temperatures throughout the day; and
- WHEREAS;** residential neighborhoods adjacent to these 'heat islands' like the Dupont/Wappoo area, Cannonborough/Elliottborough, Gadsden Green, and the Eastside communities also tend to have lower tree canopy and retain heat well into the evening, increasing heat health risks to residents; and
- WHEREAS;** the City of Charleston, alongside the cities of Miami, Las Vegas and Phoenix, are in a National Oceanic and Atmospheric Administration (NOAA) research pilot to explore extreme heat impacts (a) on city operations and neighborhoods, (b) on the health of key city populations, including those with pre-existing health conditions, and those who are pregnant or elderly, children, outdoor workers, student athletes, tourists, etc., and (c) to improve federal support of and preparedness for more climate-driven extreme heat days in the pilot cities and across the nation; and
- WHEREAS;** the City of Charleston in conjunction with our local, state, and federal partners including: MUSC, The Citadel, South Carolina Sea Grant, Charleston County, South Carolina Emergency Management Division, South Carolina Department of Natural Resources, the National Weather Service, NOAA, and the Center for Disease Control (CDC) will work together to raise awareness of best practices in preventing heat-related illnesses and injuries to reduce the number of incidents across the City of Charleston this year and in the future.

**NOW, THEREFORE, I,** John J. Tecklenburg, Mayor of the City of Charleston, on behalf of City Council, do hereby proclaim the week of May 15 – 19, 2023, to be:

### **HEAT SAFETY WEEK**

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Charleston to be affixed, this 9<sup>th</sup> day of May in the year of 2023.



John J. Tecklenburg, Mayor

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## PUBLIC SAFETY Staff Report

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**Committee Name:** PUBLIC SAFETY

**Meeting Type:** REGULAR MEETING

**Meeting Date:** 5/8/2023

**Section:** NEW BUSINESS

**File Type:** ORDINANCE

**From:** STEVE RUEMELIN, ASSISTANT  
CORPORATION COUNSEL

**Department:** POLICE DEPARTMENT

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**Subject/Item Title:**

An ordinance to amend Section 21-111 (Masked or Disguised Persons; Halloween Exceptions) of Chapter 21 of the Code of the City of Charleston (Offenses).

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**Summary/Background:**

Ordinance is being amended to clarify mens rea as an element of the offense and provide exception for masks worn for medical reasons.

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**Staff Recommendation:**

Ordinance has been reviewed by Mayor's Office and Legal.

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**Fiscal Analysis:**

N/A

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**Attachments:**

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Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND SECTION 21-111 (MASKED OR DISGUISED PERSONS; HALLOWEEN EXCEPTIONS.) OF CHAPTER 21 OF THE CODE OF THE CITY OF CHARLESTON (OFFENSES)

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

Section 1. Section 21-11 (Masked or Disguised Persons; Halloween Exceptions) of Chapter 21 (Offenses) of the Code of the City of Charleston is hereby amended by adding the text shown below with an underline and deleting text shown below with a ~~strike through~~:

## **Sec. 21-111. Masked or disguised persons; Halloween exceptions.**

(a) No person over sixteen (16) years of age with the intent to conceal their identity shall appear on any street, highway, alley, public park or other ~~public~~ place open to the public in the city in any mask, ~~or~~ disguise, bandana, balaclava, or other device which hides or covers a substantial portion of their face so as to conceals the identity of such person. ~~without the permission of the chief of police~~ The provisions of this paragraph (a) shall not affect the following:

- (1) Any person wearing traditional holiday costume;
- (2) Any person engaged in a trade, ~~or~~ employment or sporting activity in which a mask is worn for the purpose of ensuring the physical safety of the wearer or because of the nature of the occupation, trade, ~~or~~ profession or sporting activity;
- (3) Any person using a mask in a theatrical production or masquerade ball; or
- (4) Any person wearing an gas mask as prescribed or permitted by the city, county, state or federal authorities during a declared state of emergency or in a civil defense drill or exercise.
- (5) Any person wearing a mask for bona fide medical reasons provided such mask covers only the persons nose and mouth and no other parts of the person's face.

(b) No person shall appear on any street, highway, alley, public park, public home, private home or any other public place to make trick or treat visitations; provided that this section shall not apply to children sixteen (16) years or less on Halloween night prior to 10:00 p.m.

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

Ratified in City Council this \_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2023,  
and in the \_\_\_\_ Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Cook  
Clerk of Council

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## PUBLIC SAFETY Staff Report

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**Committee Name:** PUBLIC SAFETY

**Meeting Type:** REGULAR MEETING

**Meeting Date:** 5/8/2023

**Section:** NEW BUSINESS

**File Type:** ORDINANCE

**From:** STEVE RUEMELIN, ASSISTANT  
CORPORATION COUNSEL

**Department:** POLICE DEPARTMENT

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**Subject/Item Title:**

An Ordinance to amend Division 4 (Abandoned Boats and Watercraft) Article III (Nuisances) of Chapter 21 of the Code of the City of Charleston (Offenses).

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**Summary/Background:**

Broadens application of ordinance to improperly moored and anchored boats and floating structures.

Requires mooring permit for watercraft and floating structures moored for fourteen or more consecutive days.

Adds Livability Code Enforcement Officers to those that may enforce provisions of ordinance.

Adds duty to keep watercraft and floating structures clean.

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**Staff Recommendation:**

Has been reviewed and approved by Mayor's Office and Legal.

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**Fiscal Analysis:**

N/A.

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**Attachments:**

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Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND DIVISION 4 (ABANDONED BOATS AND WATERCRAFT); ARTICLE III (NUISANCES) OF CHAPTER 21 OF THE CODE OF THE CITY OF CHARLESTON (OFFENSES)

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

Section 1. Division 4 (Abandoned Boats and Watercraft) of Chapter 21 (Offenses) of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike-through~~:

## **DIVISION 4. —ABANDONED BOATS AND WATERCRAFT BOATS, WATERCRAFT AND FLOATING STRUCTURES**

### **Sec. 21-67. Abandoned watercraft. —Findings of Fact; Authority; Declaration of Policy; Scope; Administration; Towing of Watercraft.**

- (a) *Findings of fact.* City council hereby makes the following findings of fact:
- (1) Abandoned and improperly moored and anchored boats, watercraft, and floating structures on the land and water of the State of South Carolina have become a problem by way of safety issues, aesthetics and the environment;
  - (2) ~~The South Carolina Legislature recently addressed this issue with new legislation which went into effect in December 2008;~~
  - (3) South Carolina Code Section 50-21-30(1) of the referenced new state legislation specifically authorizes a municipality to pass a local ordinance pertaining to the subject of abandoned watercraft provided the provisions of such ordinance are identical to the provisions of Chapter 21 of Title 50 of the Code of Laws of South Carolina; this code section also authorizes a municipality to adopt an ordinance requiring a permit for a watercraft or floating structures to remain moored, anchored or otherwise located in any one five-mile radius on public waters within its jurisdiction for more than fourteen consecutive days.
  - (4) Abandoned and improperly moored and anchored boats, watercraft, and floating structure and the like have become a problem on the land and waters of the City of Charleston by way of safety issues, aesthetics and the environment and, as such, further finds that the regulations contained herein are necessary and proper, fair and reasonable, and are in the best interest of the City of Charleston; and



(5) City council has the authority to amend its Code of Ordinances, and now desires to so act with respect to the subject of abandoned watercraft.

(b) Authority. This division is adopted for the promotion of the public health, safety and welfare and general convenience, pursuant to the police powers of municipalities generated by state legislation, including the State Home Rule Act, construed in accordance with provisions of the South Carolina State Constitution and the South Carolina Code of Laws, and pursuant to the authority conferred by Title 50 of the South Carolina Code of Laws, specifically Section 50-21-30(1) thereof.

(c) Definitions. Except where the context clearly indicates otherwise, the following terms and phrases as used in this definition shall have the following meanings:

~~(1) Abandon or abandoned means any watercraft that has been moored, stranded, wrecked, sinking, or sunk, and has been left unattended for longer than forty five (45) days. A watercraft is not abandoned if it is legally moored or is on private property.~~

~~(2) Boat means a vessel.~~

~~(3) City means the City of Charleston.~~

~~(4) Department means the South Carolina department of Natural Resources.~~

~~(5) Legally moored means any watercraft that has been moored or secured in a particular place in the water which is either done so pursuant to an OCRM permit or is located in an anchorage area approved by the U.S. Coast~~

~~(6) Marina means a facility which provides mooring or dry storage for watercraft.~~

~~(7) Outboard motor means a combustion engine or electric propulsion system, which is used to propel a watercraft and which is detachable from the watercraft as a unit. No outboard motor of less than five (5) horsepower or its equivalent is required to be titled under this division.~~

~~(8) Owner means a person, other than a lienholder, who claims lawful possession of a vessel or outboard motor by virtue of legal title or equitable interest in it which entitled him to possession.~~

~~(9) Person means an individual, a partnership, a firm, a corporation, an association, or other legal entity.~~

~~(10) Temporary certificate of number is a temporary registration assigned to a vessel to allow operation for a limited purpose.~~

~~(11) Unattended as it pertains to watercraft means there are no observable change in circumstances or evidence of being looked after or maintained in any way and no substantial change in location.~~

~~(12) Use means operate, navigate, or employ.~~

~~(13) Vessel means every description of watercraft, other than a seaplane regulated by the federal government, used or capable of being used as a means of transportation on water.~~

~~(14) Waters of the city means waters within the territorial limits of the City of Charleston but not on private lakes or ponds.~~

~~(15) Waters of the state means waters within the territorial limits of the State but not private lakes or ponds.~~

~~(16) Watercraft means any thing used or capable of being used as a means of transportation on the water but does not include: a seaplane regulated by the federal government, water skis, aquaplanes, surfboards, windsurfers, tubes, rafts, and similar devices or any thing that does~~



~~not meet construction or operation requirements of state or federal government for watercraft.~~

(c) Declaration of policy. It is the policy of the city to promote safety for persons and property in and connected with the use, operation, and enjoyment of vessels on the land and waters of the city and the State of South Carolina which are located within the jurisdictional limits of the city.

(d) Scope. The provisions of this division and other applicable laws of this State, including but not necessarily limited to Title 50 of the South Carolina Code of Laws, shall govern all activity and matters related to abandoned watercraft on the land and waters of the City and the State of South Carolina which are located within the jurisdictional limits of the City.

(e) Administration. The administration and enforcement of the provisions of this Division shall be vested in the City of Charleston's Police Department and Department of Livability. City police officers shall have the authority to board any vessel subject to the provisions of this Division or to any applicable rule or regulation for the purpose of inspection or determining compliance with the provisions of this Division and are empowered to issue a summons for appearance in court or make arrest for violations of this Division or the rules and regulations prescribed thereunder. Department of Livability code enforcement officers may also issue a summons for violations of this Division.

(f) Towing of watercraft. The city may tow and store at the nearest commercial marina or any other suitable facility any unattended watercraft or other object which constitutes a hazard to navigation and which is not within an anchorage area approved by the U.S. Coast Guard.

The owner may regain control of the watercraft or other object by proving ownership to the operator of the facility and paying the fee charged for storage.

~~(i) Watercraft titles.~~

~~(1) Any watercraft or outboard motor, or both, held or principally used in this State must be titled by the department. An owner of a watercraft or outboard motor titled in this State must notify the department within thirty (30) days if ownership is transferred to another person, entity, or transferred out of state or otherwise disposed.~~

~~(j) Exceptions to titling.~~

~~(1) Watercraft document by the United States Coast Guard or its predecessor or successor agency and water skis, aquaplanes, surfboard, windsurfers, and similar devices, and those watercraft propelled exclusively by human power are not required to be titled.~~

~~(k) Evidence of ownership.~~

~~(1) A certificate of title to a watercraft or outboard motor is prima facie evidence of ownership of a watercraft or outboard motor. All watercraft and outboard motors subject to the titling requirements of this division must be titled.~~

~~(2) No person may acquire a watercraft or outboard motor, subject to the titling requirements of this Division and Title 50 of the South Carolina Code of Laws, without obtaining a certificate of title or in the case of a new watercraft or outboard motor a manufacturer's or importer's statement of origin reflecting the person acquiring the watercraft or outboard motor as the original purchaser as provided in this Division and/or Title 50 of the South Carolina Code of Laws. In the case of watercraft or outboard motors from other jurisdictions that do not require titling, a bill of sale and proof of registration may be substituted for this title.~~



~~(3) No person may dispose of a watercraft or outboard motor subject to the titling provisions of this division and Title 50 of the South Carolina Code of Laws without transferring to the person acquiring the watercraft or outboard motor a certificate of title reflecting the transfer of the watercraft or outboard motor. In the case of new watercraft, a manufacturer's statement of origin must be delivered to the purchaser. In the case of watercraft or outboard motors from other states or foreign jurisdictions, which do not title such watercraft or out board motors, a bill of sale and proof of registration may be substituted.~~

~~(l) *Seizure of certain watercraft; notice of seizure and of time for removal; forfeiture and disposal.*~~

~~(1) A stolen or abandoned, junked, adrift, destroyed, or salvaged watercraft or outboard motor, a watercraft or outboard motor for which the true owner is not determined, or a watercraft or outboard motor on which the manufacturer's or assigned serial number has been destroyed, removed, covered, altered, or defaced may be seized.~~

~~(2) Upon seizure of the watercraft or outboard motor, the city shall notify a person claiming an interest in it, and the person has the right to prove his interest before the circuit court in the county where the property was seized. If no action is filed within sixty (60) days of notification, the department may retain the property for official use or transfer the property to another public entity for official use, sell the property at public auction, or, if the watercraft or outboard motor is determined to be unsafe, destroy it. The proceeds derived from the sale must be deposited in the boating operating fund of the city for administration of the program.~~

~~(3) When the city determines the owner of a seized watercraft or outboard motor and related marine equipment, it shall notify the owner by certified mail of the procedure, the location, and the fact that he has not less than thirty (30) days from the date of the certified letter to remove the equipment from the city's designated storage facility. If a security interest has been perfected, the city must notify the lienholder by certified mail allowing thirty (30) days to respond. Failure to respond within thirty days or remove the watercraft or outboard motor by the date designated forfeits the equipment to the City to be used or disposed of according to law.~~

~~(m) *Removal.* The city may chose to have a stolen or abandoned, junked, adrift, destroyed, or salvaged watercraft or outboard motor remain in the found location until such time as the owner of the watercraft or outboard motor is located, the watercraft or outboard motor is sold, or such time as all courses of laws are fulfilled.~~

**Sec. 21-68 (e) *Definitions.*** Except where the context clearly indicates otherwise, the following terms and phrases as used in this definition shall have the following meanings:

(1) *Abandon* or *abandoned* means any watercraft or floating structure that has been moored, stranded, wrecked, sinking, or sunk, and has been left unattended for longer than forty-five (45) days. A watercraft is not abandoned if it is legally moored or is on private property.

(2) *Boat* means a vessel.

(3) *City* means the City of Charleston.

(4) *Department* means the South Carolina department of Natural Resources.

(5) Floating structure means a man-made object other than a watercraft that is capable of flotation and that is not authorized by a permit issued by an agency of the State of South Carolina, including mooring buoys.

(6) *Legally moored* means any watercraft or floating structure that has been moored or secured in a particular place in the water which is either done so pursuant to an OCRM



~~permit or is located in an anchorage area approved by the U.S. Coast Guard, that is not abandon or abandoned and:~~

~~a) moored to a dock or marina berth with permission from the dock or berth owner;~~

~~b) moored to a mooring buoy that is permitted by the Department of Health and Environmental Control with permission from the buoy owner;~~

~~c) moored to a mooring buoy with permission from the buoy owner, provided that the buoy is in the location as it existed on public waters on June 30, 2021, located in an anchorage area approved by the United States Coast Guard.~~

(7) *Marina* means a facility which provides mooring or dry storage for watercraft.

(8) *Outboard motor* means a combustion engine or electric propulsion system, which is used to propel a watercraft and which is detachable from the watercraft as a unit. No outboard motor of less than five (5) horsepower or its equivalent is required to be titled under this division.

(9) *Owner* means a person, other than a lienholder, who claims lawful possession of a vessel watercraft, floating structure or outboard motor by virtue of legal title or equitable interest in it which entitled him to possession.

(10) *Person* means an individual, a partnership, a firm, a corporation, an association, or other legal entity.

(11) *Temporary certificate of number* is a temporary registration assigned to a vessel to allow operation for a limited purpose.

(12) *Unattended* as it pertains to watercraft means there are no observable change in circumstances or evidence of being looked after or maintained in any way and no substantial change in location.

(13) *Use* means operate, navigate, or employ.

(14) *Vessel* means every description of watercraft, other than a seaplane regulated by the federal government, used or capable of being used as a means of transportation on water.

(15) *Waters of the city* means waters within the territorial limits of the City of Charleston but not on private lakes or ponds.

(16) *Waters of the state* means waters within the territorial limits of the State but not private lakes or ponds.

(17) *Watercraft* means anything used or capable of being used as a means of transportation on the water but does not include: a seaplane regulated by the federal government, water skis, aquaplanes, surfboards, windsurfers, tubes, rafts, and similar devices or anything that does not meet construction or operation requirements of state or federal government for watercraft.

~~(d) *Declaration of policy.* It is the policy of the city to promote safety for persons and property in and connected with the use, operation, and enjoyment of vessels on the land and waters of the city and the State of South Carolina which are located within the jurisdictional limits of the city.~~

~~(e) *Scope.* The provisions of this division and other applicable laws of this State, including but not necessarily limited to Title 50 of the South Carolina Code of Laws, shall govern all activity and matters related to abandoned watercraft on the land and waters of the City and the State of South Carolina which are located within the jurisdictional limits of the City.~~

~~(f) *Administration.* The administration and enforcement of the provisions of this Division shall be vested in the City of Charleston's Police Department and Department of Livability.~~



~~City police officers shall have the authority to board any vessel subject to the provisions of this Division or to any applicable rule or regulation for the purpose of inspection or determining compliance with the provisions of this Division and are empowered to issue a summons for appearance in court or make arrest for violations of this Division or the rules and regulations prescribed thereunder. Department of Livability code enforcement officers may also issue a summons for violations of this Division.~~

~~(g) *Towing of watercraft.* The city may tow and store at the nearest commercial marina or any other suitable facility any unattended watercraft or other object which constitutes a hazard to navigation and which is not within an anchorage area approved by the U.S. Coast Guard.~~

~~The owner may regain control of the watercraft or other object by proving ownership to the operator of the facility and paying the fee charged for storage.~~

**Sec. 21-69 (h)      *Unlawful to abandon.***

(1) It is unlawful to abandon a watercraft, floating structure or outboard motor on the public land or waters of this state or the city or on private property without permission of the property owner. This section does not apply to persons who abandon a watercraft in an emergency for the safety of the person onboard; however, after the emergency is over, the owner and operator of the abandoned watercraft shall make a bona fide attempt to recover the watercraft.

(2) If a watercraft or floating structure is found to be in violation of Section 21-70 (Mooring Permit Required to Moor or Anchor Within Territorial Limits of the City) and the permit-holder or owner fails to respond within 45 days, this shall constitute abandonment.

(2) A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined not less than one thousand dollars (\$1,000.00) nor more than five thousand dollars (\$5,000.00) or imprisoned up to thirty (30) days, or both. In addition, the owner must remove the abandoned watercraft, floating structure or outboard motor within fourteen (14) days of conviction. The city municipal court is vested with jurisdiction for cases arising under this section.

(3) An abandoned watercraft, floating structure or outboard motor must be removed at the risk and the expense of the owner. If removed by the city, all costs associated with the removal and storage of the watercraft shall become a lien against the watercraft, floating structure or outboard motor. Nothing contained in this article shall prohibit the city from exercising its rights to bring an action to recover such costs associated with the removal and storage of the watercraft, floating structure or outboard motor by the city.

**Sec. 21-70 Mooring Permit Required to Moor or Anchor Within Territorial Limits of the City.**

(1) Any watercraft or floating structure that remains moored, anchored, or otherwise located in any one five-mile radius on the waters of the City of Charleston for more than fourteen consecutive days must obtain a permit from the Charleston Police Department.

(2) Pursuant to South Carolina Code Section 50-21-30(C)(2) notwithstanding South Carolina Code Section 5-7-140(B) the City's corporate limits where bordering on the high-water mark of a navigable body of water, other than the Atlantic Ocean, are extended to the center of the channel of the navigable body of water for the sole purpose of enforcing this section.



- (3) A person applying for a permit must provide the following information:
- A) Proof of ownership;
  - B) Proof of current insurance;
  - C) Proof of state registration or federal documentation;
  - D) Name, address and telephone number of the owner or permit holder of the mooring ball buoy;
  - E) Name, address, and telephone number of a local contact who can respond to and has authority to take action on a vessel within 24 hours if contacted by the City or other government agency;
  - F) Description of mooring or anchoring technique, and explanation of its adequacy for the location;
  - G) Attestation that the vessel is neither derelict or abandoned;
  - H) GPS location.
  - I) An emergency plan detailing the plan to safely secure the vessel during a named storm, hurricane, or other inclement weather condition
  - J) Attestation of whether or not the vessel will be slept on, and, if slept on, a plan detailing regular weekly pump-outs and provisions for the storage and disposal of any garbage or other waste
- (4) The cost of the permit shall not be more than \$15.00.
- (5) The person applying for the permit is legally responsible for violations of this ordinance.
- (6) Exceptions: this permit requirement does not apply to watercraft or floating structures:
- (A) moored to a dock or marina berth with permission from the dock or berth owner;
  - (B) moored to a mooring buoy that is permitted by DHEC with permission from the buoy owner; or
  - (C) moored to a mooring buoy with permission from the buoy owner, provided that the buoy is in the location as it existed on public waters on June 30, 2021.
- (7) Permit regulations.
- (A) Permitted watercraft and floating structures:
    - (1) may only be moored or anchored in the area provided on the permit;
    - (2) may not be anchored or moored within 500 yards of a boat landing, community dock, public bridge, or marina, except for vessels within the established Ashley River Special Anchorage or with express written permission of the owner of the boat landing, community dock, or marina;
    - (3) may not be moored or anchored or able to swing within 100 feet of any other legally anchored or moored watercraft or floating structures or permitted mooring, dock or marina without written permission of the owner;
    - (4) must display current state, federal, or foreign registration, and must provide official documentation of registration and ownership if requested by a City police or code enforcement officer;
    - (5) must be kept free of litter, debris, barnacles, algae, and other unsightly growth. This requirement applies not only to removal of loose litter, but to materials that already are, or become, trapped or pinned against watercraft and floating structures.
    - (6) must not be unsightly, derelict, abandoned, neglected, or substantially dismantled, or improperly maintained, or be unable to be used for navigation as intended;



- (7) must not be listing, aground, sinking, breaking its mooring or anchor, dragging its mooring or anchor, or at risk of any of these, or is otherwise unsuccessfully, improperly, or unsafely moored or anchored;
- (8) must have a contact listed on the permit able to respond to the watercraft or floating structure within 24 hours of if contacted by a police or code enforcement officer or other government agency contacting or attempting to make contact;
- (9) must be equipped with a holding tank if slept on, and the owner must provide a police or code officer with proof of regular weekly pump-outs upon request;
- (10) must have provisions for the storage and disposal of any garbage or other waste which is generated or accumulates;
- (11) must display proper anchor light unless located within the Ashley River Special Anchorage, and must comply with Federal and State safety equipment requirements;
- (12) must be properly secured during hurricanes and storms to prevent damage to others' property;
- (13) must remain in the area provided on the permit unless the permit holder notifies the Police Department, and the relocation is approved in writing by the City; and amended on the permit
- (14) must have liability insurance in the amount of \$300,000 and provide proof if requested by a City police or code enforcement officer;
- (8) Permit Denial or Revocation
  - A. Permits may be denied for non-compliance with the provisions of this Division or other Federal, State, County or City laws governing or related to the watercraft or floating structure;
  - B. If a permit is denied a person may reapply for a permit once they are in compliance with the provisions of this Division and other federal, state, county and City laws governing or related to the watercraft or floating structure.
  - C. Permits may be denied or revoked for violations of this Division or other federal, state, county or City laws governing or related to the watercraft or floating structure, as well as, violations of federal state, county or City laws committed on or involving the watercraft or floating structure.
  - D. A person who is denied or revoked for two or more violations of this Division or other federal state, county or City laws governing or related to the watercraft or floating structure, or violation of federal, state, county or City laws committed on or involving the watercraft or floating structure shall be ineligible to apply for a permit for a period of one year from the date of the second violation.
  - E. A person who is denied a permit or has their permit revoked may appeal the decision to the Committee on Public Safety by filing written notice with the Clerk of Council within 10 days of being notified of the denial or revocation.
- (9) Renewal and Changes to Permit
  - A. Permits must be renewed every 60 days.
  - B. Permit holders must notify the Police Department within 24 hours of any changes to the information provided in the permit application.
- (10) Illegal Mooring and Anchoring
  - A. It shall be unlawful for any watercraft or floating structure to remain moored, anchored, or otherwise located in any one five-mile radius on the waters of the City of Charleston for



more than fourteen consecutive days without first obtaining a permit from the Charleston Police Department as set forth above.

B. It shall be unlawful to attach a watercraft or floating structure to a mooring ball, dock, or other floating structure without the express permission of the owner.

C. It shall be unlawful to attach a watercraft or floating structure to a mooring ball, dock, or other floating structure marked for law enforcement purposes or other use by the City.

D. A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, may be sentenced to pay a fine not exceeding five hundred dollars (\$500.00) or serve a term not exceeding thirty (30) days in jail or both. Each day a violation of this section thereof shall continue shall constitute a separate offense.

Sec 21-71 (i) Watercraft titles.

(1) Any watercraft or outboard motor, or both, held or principally used in this State must be titled by the department. An owner of a watercraft or outboard motor titled in this State must notify the department within thirty (30) days if ownership is transferred to another person, entity, or transferred out of state or otherwise disposed.

(2) ~~(j)~~ *Exceptions to titling.*

A. Watercraft documented by the United States Coast Guard or its predecessor or successor agency and water skis, aquaplanes, surfboard, windsurfers, and similar devices, and those watercraft propelled exclusively by human power are not required to be titled.

(3) ~~(k)~~ *Evidence of ownership.*

A. ~~(1)~~ A certificate of title to a watercraft or outboard motor is prima facie evidence of ownership of a watercraft or outboard motor. All watercraft and outboard motors subject to the titling requirements of this division must be titled.

B. ~~(2)~~ No person may acquire a watercraft or outboard motor, subject to the titling requirements of this Division and Title 50 of the South Carolina Code of Laws, without obtaining a certificate of title or in the case of a new watercraft or outboard motor a manufacturer's or importer's statement of origin reflecting the person acquiring the watercraft or outboard motor as the original purchaser as provided in this Division and/or Title 50 of the South Carolina Code of Laws. In the case of watercraft or outboard motors from other jurisdictions that do not require titling, a bill of sale and proof of registration may be substituted for this title.

C. ~~(3)~~ No person may dispose of a watercraft or outboard motor subject to the titling provisions of this division and Title 50 of the South Carolina Code of Laws without transferring to the person acquiring the watercraft or outboard motor a certificate of title reflecting the transfer of the watercraft or outboard motor. In the case of new watercraft, a manufacturer's statement of origin must be delivered to the purchaser. In the case of watercraft or outboard motors from other states or foreign jurisdictions, which do not title such watercraft or out board motors, a bill of sale and proof of registration may be substituted.

Sec. 21-72 (4) *Seizure of certain watercraft and floating structures; notice of seizure and of time for removal; forfeiture and disposal.*

(1) illegally moored or anchored watercraft or floating structures, a stolen or abandoned, junked, adrift, destroyed, or salvaged watercraft, floating structure or outboard motor, a watercraft, floating structure or outboard motor for which the true owner is not determined, or a watercraft, floating structure or outboard motor on which the manufacturer's or assigned serial number has been destroyed, removed, covered, altered, or defaced may be seized.



(2) Upon seizure of the watercraft, floating structure or outboard motor, the city shall notify a person claiming an interest in it, and the person has the right to prove his interest before the circuit court in the county where the property was seized. If no action is filed within sixty (60) days of notification, the department may retain the property for official use or transfer the property to another public entity for official use, sell the property at public auction, or, if the watercraft, floating structure or outboard motor is determined to be unsafe, destroy it. The proceeds derived from the sale must be deposited in the boating operating fund of the city for administration of the program.

(3) When the city determines the owner of a seized watercraft, floating structure or outboard motor and related marine equipment, it shall notify the owner by certified mail of the procedure, the location, and the fact that he has not less than thirty (30) days from the date of the certified letter to remove the equipment from the city's designated storage facility. If a security interest has been perfected, the city must notify the lienholder by certified mail allowing thirty (30) days to respond. Failure to respond within thirty days or remove the watercraft, floating structure or outboard motor by the date designated forfeits the equipment to the City to be used or disposed of according to law.

(m) *Removal.* The city may choose to have an illegally moored or anchored watercraft or floating structure, stolen or abandoned, junked, adrift, destroyed, or salvaged watercraft or outboard motor remain in the found location until such time as the owner of the watercraft, floating structure or outboard motor is located, the watercraft, floating structure or outboard motor is sold, or such time as all courses of laws are fulfilled.

(Ord. No. 2009-31 , § 1, 2-24-09; Ord. No. 2020-024, § 1, 2-11-20)

#### Sec. 21-73 Duty of Owners, etc., to keep watercraft and floating structures clean.

(1) It shall be the duty of the owner, agent, occupant or lessee of any watercraft or floating structure to keep the watercraft or floating structure free of litter, debris, barnacles, algae and other unsightly growth, including litter or debris that becomes trapped or pinned against any part of the watercraft or floating structure.

(2) It shall be unlawful to cause or allow any litter from a watercraft or floating structure to enter into the waters or lands of the City.

(3) If an owner, agent, occupant or lessee of any watercraft or floating structure fails to remove litter, debris, barnacles, algae, or other unsightly growth, including litter or debris that becomes trapped or pinned against any part of the watercraft or floating structure, the police or livability department shall serve written notice upon the owner, agent, occupant and/or lessee to correct the violation within five (5) days.

(4) A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, may be sentenced to pay a fine not exceeding five hundred dollars (\$500.00) or serve a term not exceeding thirty (30) days in jail or both. Each day a violation of this section thereof shall continue shall constitute a separate offense.

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



Ratified in City Council this \_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2023,  
and in the \_\_\_\_ Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Cook  
Clerk of Council

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## PUBLIC SAFETY Staff Report

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**Committee Name:** PUBLIC SAFETY

**Meeting Type:** REGULAR MEETING

**Meeting Date:** 5/8/2023

**Section:** NEW BUSINESS

**File Type:** ORDINANCE

**From:** MAGALIE CREECH, ASSISTANT  
CORPORATION COUNSEL

**Department:** PUBLIC SERVICES

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**Subject/Item Title:**

An Ordinance to Amend Chapter 7 of the Code of the City of Charleston to Adopt the Latest Edition of Permissive Codes Published by the International Code Council, Inc., pursuant to S.C. Code § 6-960.

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**Summary/Background:**

N/A

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**Staff Recommendation:**

N/A

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**Fiscal Analysis:**

N/A

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**Attachments:**

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Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND CHAPTER 7 OF THE CODE OF THE CITY OF CHARLESTON TO ADOPT THE LATEST EDITION OF PERMISSIVE CODES PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., PURSUANT TO S.C. CODE §6-9-60.

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

SECTION 1. CHAPTER 7, ARTICLE II, SECTION 7-26 OF THE CODE OF THE CITY OF CHARLESTON IS HEREBY AMENDED BY DELETING THE STRUCK THROUGH TEXT AND ADDING THERETO THE FOLLOWING UNDERLINED WORDS, TO STATE AS FOLLOWS:

**"ARTICLE II. - SOUTH CAROLINA BUILDING CODE[3]  
SEC. 7-26 - SOUTH CAROLINA RESIDENTIAL & BUILDING CODE - ADOPTED.**

(A) THE LATEST EDITION OF THE SOUTH CAROLINA RESIDENTIAL CODE, AND BUILDING CODE, AS ADOPTED BY THE STATE OF SOUTH CAROLINA AND PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., IS HEREBY ADOPTED SO THAT HEREAFTER ALL BUILDING CONSTRUCTION, RECONSTRUCTION, ALTERATION AND REPAIRS; INCLUDING ALL BUILDING MATERIALS, ELECTRICAL SYSTEMS, GAS SYSTEMS, MECHANICAL SYSTEMS, PLUMBING SYSTEMS AND APPLIANCES USED IN CONNECTION WITH BUILDING SHALL CONFORM THERETO."

(B) THE LATEST EDITION OF THE FOLLOWING PERMISSIVE CODES PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC. IS HEREBY ADOPTED PURSUANT TO S.C.

CODE OF LAW §6-9-60:

1. INTERNATIONAL EXISTING BUILDING CODE.
2. INTERNATIONAL SWIMMING POOL AND SPA CODE.

SECTION 2. THIS ORDINANCE SHALL BECOME EFFECTIVE UPON RATIFICATION.

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

By: \_\_\_\_\_  
John J. Tecklenburg  
Mayor, City of Charleston

Attest: \_\_\_\_\_  
Jennifer Cook  
Clerk of Council

**COMMITTEE / COUNCIL AGENDA****TO:** John J. Tecklenburg, Mayor**FROM:** Chief Luther Reynolds **DEPT.** Police Department**SUBJECT:** Body Worn Cameras Purchase**REQUEST:** Approval to purchase body worn cameras as part of replacement plan with extended warranty from Hypertec Solutions Partner, 1868 E. Broadway Rd. Tempe, Az, 85282. Solicitation #21-B003R**COMMITTEE OF COUNCIL:** Ways and Means **DATE:** 5/9/2023**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Police Department</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Has Seen</b>	<input type="checkbox"/>
<b>Procurement</b>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**AMOUNT:** \$188,625.05**FUNDING:** Was funding previously approved? Yes

If yes, provide the following: Dept./Div.: 200000 Account #: 52036

Balance in Account: \$220,612.21 Amount needed for this item: 188,625.05

**MATCH:** Is a match required? No**Does this document need to be recorded at the RMC's Office?** No**NEED:** Purchase body worn cameras utilizing SCDPS funds. Extended warranty cost will be budgeted in FY 2023.**CFO's Signature:** \_\_\_\_\_**FISCAL IMPACT:** Funding for the warranty is budgeted for in the 2023 Police Budget (\$45,243.72). The remaining costs (\$143,381.33) are funded from SCDPS funds.**Mayor's Signature:** \_\_\_\_\_  
John J. Tecklenburg, Mayor

**COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**



**Hypertec Solutions Partner**  
 1868 E. Broadway Rd  
 Tempe, Arizona 85282  
 United States  
<http://www.hypertecsp.com/>  
 (P) 1-866-787-0426 (F) 480-626-9001

Quotation (Open)	
<b>Date</b>	Apr 25, 2023 11:30 AM MDT
<b>Modified Date</b>	Apr 25, 2023 11:30 AM MDT
<b>Quote #</b>	79652 - rev 1 of 1
<b>Description</b>	None
<b>SalesRep</b>	Morin, Louis-Vincent (P) (+1) 418.683.2192 ext. 7208
<b>Customer Contact</b>	

**Customer**  
 city of Charleston (CO13401)  
 180 Lockwood Boulevard  
 charleston, SC 29403  
 United States

**Bill To**  
 city of Charleston  
 180 Lockwood Boulevard  
 charleston, SC 29403  
 United States

**Ship To**  
 city of Charleston  
 180 Lockwood Boulevard  
 charleston, SC 29403  
 United States

#### Shipping and Payment Info

**Customer PO:**

**Terms:**  
 Undefined

**Ship Via:**  
 FedEx Ground  
**Carrier Account #:**

**Special Instructions:**

#### Products

#	Description	Part #	Tax	Qty	Unit Price	Total
1	BODY WORN CAMERA ALLIGATOR CLIP V2.0	ORB312	Yes	100	\$19.82	\$1,982.00
2	BODY WORN CAMERA (BC-02), MAGNETIC QUICK RELEASE CHARGING USB CABLE	ORB39X	Yes	100	\$36.51	\$3,651.00
3	Getac Veretos BC-02 Camcorder - 1080p / 30 fps - flash 64 GB - Wi-Fi, Bluetooth	OVWX2MXXXXX1	Yes	450	\$271.15	\$122,017.50
4	Getac Chest Mount Chest support - for Veretos	ORB33X	Yes	100	\$20.12	\$2,012.00
5	BODY WORN CAMERA USB AC ADAPTER (US), ADAPTER ONLY	OAX03U	Yes	100	\$18.80	\$1,880.00
6	BODY WORN CAMERA (BC-02) - BC-02 EXTENDED WARRANTY - YEARS 2 & 3	GE-SVBWEXT2Y	Yes	450	\$92.24	\$41,508.00
						<b>Subtotal:</b> \$173,050.50
						<b>Tax (.0000%):</b> \$0.00
						<b>Shipping:</b> \$0.00
						<b>Total:</b> \$173,050.50

#### Leasing and Extended Warranty Opportunities Available!

Hypertec Direct offers competitive leasing rates, ask us today for a quick quote. Extended warranties on our solutions are available upon request. Visit [hypertecdirect.com/it-leasing-financing](http://hypertecdirect.com/it-leasing-financing) for more information.

#### Disclaimer

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

#### Terms and Conditions

All returns must be accompanied by original invoice and authorized RMA number.

For more information, read our complete Terms & Conditions.

## **COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor

**FROM:** Chief Luther Reynolds **DEPT.** Police Department

**SUBJECT:** Video Management Software Upgrade

**REQUEST:** Approval to purchase an upgrade to the existing video management software Milestone for the City's safety & security camera system from Sierras Construction, 190 Bellerive Lane, Summerville SC, 29483 Solicitation #19-B014R

**COMMITTEE OF COUNCIL:** Ways and Means **DATE:** 5/9/2023

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

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
<b>Police Department</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Has seen</b>	<input type="checkbox"/>
<b>Procurement</b>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

**AMOUNT:** \$167,000.00

**FUNDING:** Was funding previously approved?

If yes, provide the following: Dept./Div.: 940100 Account #: 58012

Balance in Account: \$167,000 Amount needed for this item: **\$167,000.00**

**MATCH:** Is a match required?

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

**NEED:** Camera Software upgrade.

**CFO's Signature:** \_\_\_\_\_

**FISCAL IMPACT:** Funding is from the allocated ARPA Safety & Security Camera Project

**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.





190 Bellerive Lane  
Summerville, SC 29483  
Ph: 843-875-1500  
Fax: 843-875-1510

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**FAX/EMAIL PROPOSAL**

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TO:	David Crosby	FROM:	Carlos Federico Martinez
COMPANY:	Charleston Police Department	DATE:	3/27/2023
FAX NUMBER OR EMAIL:	crosbyd@charleston-sc.gov	TOTAL NO. OF PAGES INCLUDING COVER:	2
PHONE NUMBER:	(843) 909-0122	SENDER'S REFERENCE NUMBER:	
RE:	Video Management System Upgrade	YOUR REFERENCE NUMBER:	SC-22-EST 32 REVISED

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☐ URGENT    ☒ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PLEASE RECYCLE

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NOTES/COMMENTS:

Dear David,

We are pleased to submit our revised proposal for the Charleston Police Department Video Management Server system as follows:

1. Furnish and Install Milestone XPROTECT Professional + 2022 R2 Base License on City of Charleston furnished Servers.
2. Furnish & Install Milestone XPROTECT Professional + 2022 R2 Device Licenses for 101 Devices on City of Charleston furnished Servers.
3. Furnish Two Years Care Plus for XPROTECT Professional + 2022 R2 Device License for all 101 Devices.
4. Furnish 221 ea (one per Stream) XPROTECT Rapid Review Analytics Device Licenses.
5. Furnish and Install 1ea SENECA SEN-MRR-XL Server for Rapid Review Analytics.
6. Migrate all existing cameras to new system and configure XPROTECT views and Analytics.

The price to perform this installation is:

\$ Lump Sum \$ 167, 000 (One Hundred Sixty-Seven Thousand Dollars)

It is important to note that this proposal is based on the following:

1. The proposed configuration will completely supersede the existing VMS system. Existing servers will stay operational for 14 days until new system takes over the 14-day recording period and disconnected after that.
2. Storage calculation includes HD1080 (1920x1080) H.264 medium resolution/codec/complexity, with 15 FPS, no motion detection and 24-hour recording, for 14 days of retention.
3. The cost to purchase additional 2 years of CARE Plus for XPROTECT Professional +for all 101 Devices is \$ 18,401.
4. City of Charleston to furnish a fully configured array of Servers with Virtual Machines and disks on RAID configuration as required for the Milestone installation.
5. Mobile server is not included in this price.
6. All furnished servers are to be rack mounted on 19" Rack on existing racks. We are assuming existing racks can house all 5 servers.
7. All HDMI cables for Video Wall are assumed to be existing and to be reused.
8. Prices are firm for 15 days, and assume parties can agree on contract language, and sign a mutually agreed contract.
9. Standard General Liability Insurance coverage is included in these prices. Any project or company specific requirements in addition to those stated in standard policies are not included in these prices (see attached COI).
10. Bonding is not included in these prices.



Thank you very much for the opportunity.

Carlos Federico Martinez  
President  
Sierras Construction LLC

## **COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor

**FROM:** Andrea Heyward, \_\_\_\_\_ **DEPT.** Police Department

**SUBJECT:** POLICE & FIRE DEPARTMENTS – 2023 PORT SECURITY GRANT

**REQUEST:** To approve submission of the 2023 Port Security Grant application for the amount of \$796,230. The Police Department requests equipment for the Explosive Device Team and drive-on docks for Harbor Patrol. The Fire Department requests Haz-Mat response mobile training props and an upgrade to the electronics on Marine Vessel 101.

**COMMITTEE OF COUNCIL:** Ways and Means **DATE:** 5/9/2023

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

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

**AMOUNT:**

**FUNDING:** Was funding previously approved?

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

Balance in Account: \_\_\_\_\_ Amount needed for this item: \_\_\_\_\_

**MATCH:** Is a match required? Yes

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

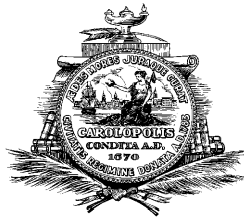
**NEED:** N/A

**CFO's Signature:** \_\_\_\_\_

**FISCAL IMPACT:** The grant requires a 25% cash match of \$265,410 to be budgeted for FY2024.

**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.



# City of Charleston

JOHN J. TECKLENBURG  
Mayor

South Carolina

LUTHER REYNOLDS  
Chief of Police

## POLICE DEPARTMENT

### MEMORANDUM

**TO:** Mayor Tecklenburg  
City Councilmembers

**FROM:** Luther Reynolds, Chief of Police

**SUBJECT:** FY23 Port Security Grant Program

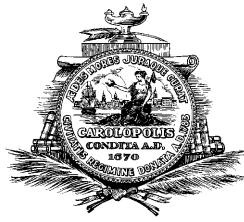
**DATE:** May 9, 2023

The purpose of this memorandum is to request permission to submit the Charleston Police Department and Charleston Fire Department's joint application to the FY23 Port Security Grant Program (PSGP). Included in this grant application packet are two Investment Justifications from the Police Department and two from the Fire Department for City Council review and approval.

The goal of this grant project is to maintain or expand first responder capabilities for the Port of Charleston. The Charleston Fire Department and Charleston Police Department provide layered protection services to the port, formalized through a series of maritime security agreements. If one or more of the investments are awarded, the Department of Homeland Security would support the purchase of equipment and/or supplies that support search and rescue, hazardous material screening, and/or surveillance.

The two Investment Justifications requested by the Police Department are IJ1: equipment for the Explosive Device Team; and IJ2: drive-on docks for Harbor Patrol. The two Investment Justifications for the Fire Department are IJ3: mobile haz-mat training prop; and IJ4: electronics upgrade of Marine Vessel #101.





# City of Charleston

JOHN J. TECKLENBURG  
Mayor

South Carolina

LUTHER REYNOLDS  
Chief of Police

## POLICE DEPARTMENT

The City is seeking a grant award amount of \$796,230 (\$520,980 for the Police Department IJs and \$275,250 for the Fire Department IJs). The PSGP requires a 25% cash match of \$265,410, which we request to be budgeted for FY2024. Separately, the Police city match totals \$173,660 and the Fire city match totals \$91,750.

The funds are awarded in the form of a 36-month grant program. The application is due on May 18<sup>th</sup>. Notification of the award will occur in September 2023 with a start date of October 2023. Please contact Andrea Heyward (843-720-3782) or Deputy Chief Jason Krusen (843-720-3053) should you have any questions or concerns regarding this application.



180 LOCKWOOD BLVD., CHARLESTON, SOUTH CAROLINA 29403, 843-577-7434  
AN EQUAL OPPORTUNITY EMPLOYER

**2023 Port Security Grant***Application Summary*

IJ No. 1	CPD Explosive Device Team Outfitting		
	<b>Federal Share (75%)</b>	<b>Local Share (25%)</b>	<b>Total (100%)</b>
Equipment	\$ 441,780.00	\$ 147,260.00	\$ 589,040.00
Contracts	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 441,780.00</b>	<b>\$ 147,260.00</b>	<b>\$ 589,040.00</b>

IJ No. 2	CPD Drive-On Docks		
	<b>Federal Share (75%)</b>	<b>Local Share (25%)</b>	<b>Total (100%)</b>
Equipment	\$ -	\$ -	\$ -
Contracts	\$ 11,682.00	\$ 3,894.00	\$ 15,576.00
Other	\$ 67,518.00	\$ 22,506.00	\$ 90,024.00
<b>Total</b>	<b>\$ 79,200.00</b>	<b>\$ 26,400.00</b>	<b>\$ 105,600.00</b>

IJ No. 3	CFD Haz-Mat Mobile Training		
	<b>Federal Share (75%)</b>	<b>Local Share (25%)</b>	<b>Total (100%)</b>
Equipment	\$ 157,500.00	\$ 52,500.00	\$ 210,000.00
Contracts	\$ -	\$ -	\$ -
Travel	\$ 7,500.00	\$ 2,500.00	\$ 10,000.00
<b>Total</b>	<b>\$ 165,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 220,000.00</b>

IJ No. 4	CFD Upgrade Electronics on Marine 101		
	<b>Federal Share (75%)</b>	<b>Local Share (25%)</b>	<b>Total (100%)</b>
Equipment	\$ 99,420.11	\$ 33,140.04	\$ 132,560.15
Contracts	\$ 10,829.89	\$ 3,609.96	\$ 14,439.85
Other	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 110,250.00</b>	<b>\$ 36,750.00</b>	<b>\$ 147,000.00</b>

	<b>Federal Share (75%)</b>	<b>Local Share (25%)</b>	<b>Total (100%)</b>
<b>Grand Total</b>	<b>\$ 796,230.00</b>	<b>\$ 265,410.00</b>	<b>\$ 1,061,640.00</b>

**2023 Port Security Grant**  
*CPD Explosive Device Team Outfitting*

**EQUIPMENT**

<i>Unit</i>	<i>Item Description</i>	<i>Unit Cost</i>	<i>Tax (9%)</i>	<i>Total Cost</i>
2	Tactical Bomb Technician (TBT) Kit	\$ 3,933.03	\$ 353.97	\$ 8,574.01
	Total Containment Vessel (TCV)			
1	with Gas Sampling Technology	\$ 328,440.37	\$ 29,559.63	\$ 358,000.00
1	Total Containment Magazine	\$ 142,201.82	\$ 12,798.16	\$ 154,999.98
1	EOD 10 Large Bomb Suit	\$ 34,372.48	\$ 3,093.52	\$ 37,466.00
2	Tactical Pole Camera	\$ 13,761.47	\$ 1,238.53	\$ 30,000.00
<b>Subtotal</b>				\$ 589,040.00
<b>TOTAL</b>				<b>\$ 589,040.00</b>
<b>Federal Share</b>				<b>\$ 441,780.00</b>
<b>Local Share</b>				<b>\$ 147,260.00</b>

**2023 Port Security Grant***CPD Drive-on Docks***CONTRACT**

<i>Unit</i>	<i>Item Description</i>	<i>Unit Cost</i>	<i>Tax (9%)</i>	<i>Total Cost</i>
1	Dock Assembly, Calibration, and User Training	\$ 14,289.91	\$ 1,286.09	\$ 15,576.00
<b>Subtotal</b>				<b>\$ 15,576.00</b>

**OTHER**

<i>Unit</i>	<i>Item Description</i>	<i>Unit Cost</i>	<i>Tax (9%)</i>	<i>Total Cost</i>
2	Dock Permits	\$ 225.00	\$ 20.25	\$ 490.50
1	Public Notice	\$ 100.00	\$ 9.00	\$ 109.00
2	Drive-on Docks	\$ 41,020.41	\$ 3,691.84	\$ 89,424.49
<b>Subtotal</b>				<b>\$ 90,023.99</b>

<b>TOTAL</b>	<b>\$</b>	<b>105,600.00</b>
<b>Federal Share</b>	<b>\$</b>	<b>79,200.00</b>
<b>Local Share</b>	<b>\$</b>	<b>26,400.00</b>



**2023 Port Security Grant**  
*CFD Haz-Mat Mobile Training Prop*

**EQUIPMENT**

<i>Unit</i>	<i>Item Description</i>	<i>Unit Cost</i>	<i>Tax (9%)</i>	<i>Total Cost</i>
1	Rollover Haz-mat Training Mockup & Pipe Leak Trainer	\$ 192,660.55	\$ 17,339.45	\$ 210,000.00
<b>Subtotal</b>				<b>\$ 210,000.00</b>

**TRAVEL**

<i>Unit</i>	<i>Item Description</i>	<i>Unit Cost</i>	<i>Tax (9%)</i>	<i>Total Cost</i>
4	Intermodal Specialist Training - Registration			\$ 4,700.00
	Hotel			\$ 1,400.00
	Airfare			\$ 2,800.00
	Rental Car			\$ 350.00
	Perdiem			\$ 750.00
<b>Subtotal</b>				<b>\$ 10,000.00</b>
<b>TOTAL</b>				<b>\$ 220,000.00</b>
<b>Federal Share</b>				<b>\$ 165,000.00</b>
<b>Local Share</b>				<b>\$ 55,000.00</b>

**2023 Port Security Grant**  
*CFD Upgrade Electronics on Marine 101*

**EQUIPMENT**

Unit	Item Description	Unit Cost	Tax (9%)	Total Cost
	Axiom Pro 12 S w/radar and hull transducers	\$ 17,959.91	\$ 1,616.39	\$ 19,576.30
	M400XR Stablized Thermal/Visible Camera with JCU	\$ 86,695.00	\$ 7,802.55	\$ 94,497.54
	AIS5000 Transponder Bundle	\$ 15,129.93	\$ 1,361.69	\$ 16,491.62
	CAM220 Augmented Reality Pack	\$ 1,829.98	\$ 164.70	\$ 1,994.68
<b>Subtotal</b>				<b>\$ 132,560.15</b>

**CONTRACT**

Unit	Item Description	Unit Cost	Tax (9%)	Total Cost
1	Installation, wires, connectors and install	\$ 13,247.57	\$ 1,192.28	\$ 14,439.85
<b>Subtotal</b>				<b>\$ 14,439.85</b>

**TOTAL \$ 147,000.00**  
**Federal Share \$ 110,250.00**  
**Local Share \$ 36,750.00**

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION				Sensitive Security Information OMB Control Number 1660-0114 Expiration: 11/30/2023	
<b>Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.</b>					
<b>PART I - INVESTMENT HEADING</b>					
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):			2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:		
City of Charleston			South Carolina		
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:		5) CAPTAIN OF THE PORT ZONE:	
Public		Local Agency		Charleston	
<b>PART II - BASIC PROJECT INFORMATION</b>					
6) PROJECT TITLE:		CPD Explosive Devices Team Outfitting			
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):		To build an explosive device team (EDT) quick reaction kit. This will include (2) tactical bomb technician (TBT) kits, (1) bomb suit, (1) total containment vessel (TCV) for explosive removal and destruction, and (1) total containment explosives magazine. Additional funds are requested for (2) tactical pole cameras that can be used to inspect vehicles entering and exiting the port areas.			
8) HAS THIS PROJECT BEEN FUNDED BY PSGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?					No
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		10) WHICH PROGRAM FUNDED THIS CAPABILITY?			
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:					
12) PROJECT CATEGORY:		Equipment		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:	
				New Capability	
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?					No
15) IF YES, IDENTIFY COST SHARE EXEMPTION					
16) FEDERAL SHARE:		\$441,780		17) COST SHARE:	\$147,260
				18) TOTAL PROJECT COST:	\$589,040
<b>PART III - ELIGIBILITY INFORMATION</b>					
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107					
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:		No	FACILITY SECURITY PLAN: Yes
20) STATE AND LOCAL AGENCIES – IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?					No
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?					
<b>PART IV - ORGANIZATIONAL INFORMATION</b>					
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		Yes		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		Yes		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? Yes	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:					
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?					No
28) STATE AND LOCAL AGENCIES – IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES?					Yes
<b>PART V - POINT(S) OF CONTACT FOR ORGANIZATION</b>					

29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT				30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT			
NAME:	The Honorable John J Tecklenburg			NAME:	Sergeant Judson Haithcock		
ORGANIZATION:	City of Charleston			ORGANIZATION:	City of Charleston Police Department		
ADDRESS:	80 Broad St, Charleston, SC 29401			ADDRESS:	180 Lockwood Blvd, Charleston, SC 29403		
PHONE:	843-724-3737			PHONE:	843-901-3766		
EMAIL:	tecklenburgj@charleston-sc.gov			EMAIL:	haithcockj@charleston-sc.gov		
PART VI - PHYSICAL LOCATION OF PROJECT							
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:				32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:			
Street	180 Lockwood Boulevard			Equipment will be stored at the above location for a response to city-wide jurisdiction, including State Ports located at 1 Immigration St, Charleston, SC 29403, State Ports located at the Wando Terminal in Mount Pleasant, and State Ports located at the Hugh K Leatherman terminal in North Charleston.			
Address:							
City:	Charleston						
State:	SC	Zip:	29403				
LATITUDE & LONGITUDE:	32.789208, -79.959808						
STATE AND LOCAL AGENCIES ONLY – ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES							
33) DESCRIBE YOUR ORGANIZATION’S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.							
<p>The South Carolina State Ports Authority (SCSPA) operates numerous terminals and facilities, both waterfront and inland, throughout the state of South Carolina. Several of these terminals (and their support facilities) are found in the greater Charleston area and comprise the Port of Charleston, a Type-II Controlled Port. At least three such terminals are located in the City of Charleston. For these three terminals (Passenger Terminal / Cruise Ship Dock, Union Pier, and Columbus Terminal), the first level of law enforcement is provided by the South Carolina State Ports Authority Police Department (SCSPAPD). These officers of the SCSPAPD provide security at entry checkpoints, foot and vehicle patrols on SCSPA property, as well as standard law enforcement services. However, the SCSPAPD does not have specialized units at its immediate disposal, and it, therefore, relies on assistance from the jurisdictions in which its ports and terminals are located.</p> <p>The Charleston Police and Fire Departments are two of several partners providing layered protection to the Port of Charleston. CPD is the primary agency providing specialized law enforcement support at both the three SCSPA terminals in the City of Charleston, and it is the first-line law enforcement agency serving the City Marina. Each of these locations is a Maritime Transportation Security Act (MTSA) regulated facility. CPD's support includes the services of the Explosive Devices Team (CPD-EDT), the SWAT Team, the Underwater Recovery/Swiftwater Team, and other units. Additionally, the Charleston Fire Department provides specialized support to include hazardous materials response, confined space rescue, firefighting and life safety, and other services. This with other local, federal, and state partners, including US Customs &amp; Border Protection, US Coast Guard, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, Project SEAHAWK, and the South Carolina State Ports Authority Police in order to contribute to the shared responsibility of enhancing the port's security. These interagency relationships and shared responsibilities are also formalized through a series of regional agreements. These agreements with the City of Charleston include all municipal jurisdictions within Charleston County and unincorporated areas of the coast. The City of Charleston is a signatory to the County All Hazards Plan and Maritime Incident Action Plan. The City is also developing its own Comprehensive Emergency Management Plan.</p> <p>Charleston Police Department currently has 1 quick response kit and functional bomb suit (medium) for the team of 13 individuals. Two additional quick response kits will make it easier for the Charleston Police Department to respond to a device on a vessel or within the port confines. This will include any devices located on cruise ships or within the cruise terminal. These kits contain everything that a bomb technician would need to render safe a device on a ship or within the port. These kits will enhance response time and reduce the need for an entire deployment of vehicles, as they will be hand in hand with the digital X-ray system that was purchased on the 2021 PSGP. Additional funds are requested to purchase a Total Containment Vessel for explosive removal and destruction, as there is only 1 TCV in the entire tri-county area. Finally, additional funds are requested to assist in the purchase of a total containment magazine, as the area to store explosives within the city confines is drastically reducing, eventually forcing the explosives magazine currently in use to become obsolete. Additionally, funds are requested to purchase two tactical pole cameras, which would be utilized to search confined spaces and under vehicles, and conduct void searches with limited physical access.</p>							
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS							
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.							

**CITY OF CHARLESTON MARITIME SECURITY AGREEMENTS:**

- City of North Charleston: Mutual Aid Agreement
- Charleston County Sherriff's Office: Mutual Aid Agreement
- Charleston County Sherriff's Office: Marine Patrol Unit Law Enforcement Assistance and Support Agreement
- Berkeley County Sherriff's Office: Mutual Aid Agreement
- Charleston County Emergency Management Division: All-Hazards Plan
- Project SEAHAWK: Participating Member
- US Coast Guard: Area Maritime Security Plan
- South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement
- FBI: Mutual Aid Agreement

CPD EDT has seen a drastic increase in requests to assist other agencies with rendering safe operations and sweeps for major events and dignitaries visiting the City. As the Charleston area continues to grow, requests to assist with shoreside events are increasing and will only continue to increase.

Throughout the year we receive requests from several federal partners to assist with events and special operations. We have assisted Customs and Border Patrol with interdiction operations, USCG with enforcement operations, Homeland Security, and the Federal Bureau of Investigations with operations to investigate explosive devices, as one of the CPD EDT members is a member of the FBI JTTF (TFO).

**PART VIII - ALL AGENCIES/ORGANIZATION – IMPORTANT FEATURES**

**35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.**

A large portion of the port property resides in the City of Charleston's jurisdictional land and waterways. Therefore, the City of Charleston's Police & Fire Departments are the primary responding emergency services for much of the Port Area. Neither the US Coast Guard (USCG) nor the South Carolina State Ports Authority Police Department (SCSPAPD) maintains its own local Public Safety Bomb Squad, Public Safety Dive Team, Search and Rescue Team, or HAZMAT team for the port. It is more efficacious if local agencies provide these services as a first line of response.

As one of the largest ports on the East Coast and among the world's top 10 ports for international exports, the Port of Charleston serves more than 2,000 cargo/container ships or barges per year, handling more than 1.1 million containers and 1.3 million tons of dry bulk trade cargo. It also serves more than 100 cruise ship dockings annually. The port also acts as a holding facility for petroleum fuel for the southeastern United States, and it is used as a primary off-loading site for nuclear fuel for the Department of Energy. With the port playing such important economic and energy roles, it is necessary for the City of Charleston's first responders to maintain capabilities to prevent and respond to the Captain of the Ports (COTP's) priorities.

In 2017, the Charleston-North Charleston M.S.A. received the Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score. The Charleston Police Department (CPD) developed a history of data and intelligence sharing with its Maritime Security partners to address vulnerabilities. As a member of Project SEAHAWK, the CPD shares its assets with local, state, and federal partners to address mutual safety concerns.

Both the CPD and Charleston Fire Department adhere to the National Incident Management System (NIMS) framework. The CPD is a municipal, CALEA-accredited law enforcement agency within Charleston and Berkeley Counties. The CFD is a municipal, CFAT-accredited firefighting agency within Charleston and Berkeley Counties.

**PART IX - INVESTMENT JUSTIFICATION ABSTRACT**

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.		(2) TBT Kits, (1) EOD 10 Large suit, (1) Total Containment Vessel with Gas Sampling ability, and (1) Total Containment Magazine.
37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:	The Charleston Police Department currently has one (1) active EOD suit in size medium which was acquired in 2020 through the PSGP. Our other suit, a size large, has expired and must be replaced. In addition, CPD EDT currently has 1 TBT kit, which is shared between 3 technicians (soon to be 5), which greatly reduces response time for the technicians in the event of multiple devices around an area. CPD does not currently have a Total Containment Vessel, but rather a single vent containment vessel. Finally, the current explosives storage magazine which stores energetic material for CPD, the FBI, and other government agencies will soon be obsolete, as real estate in the surrounding area is rapidly being sold off.	
38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.		
With the increase in activities and requests, we are putting a large burden on our one bomb suit. Moreover, the team currently has several officers who are scheduled to attend the FBI's Hazardous Devices School and would require a large suit, but the only large suit CPD owns has expired. The addition of two (2) TBT kits will greatly reduce response time for the technicians in the event of multiple devices around an area. As one of two bomb squads in the Charleston, Berkeley, and Dorchester counties, CPD does not currently have a Total Containment Vessel, which would also contain gas sampling technology. This means that if a device were to be found on the port containing a white powder or some other explosive trigger, CPD, while first on the scene, would have to wait for a TCV to arrive either from CCSO or from SLED. Shutting down the port during this timeframe would seriously injure the commerce that the port provides to the Southern East Coast.		
39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.		
<p>THE FOLLOWING MUST BE INCLUDED:</p> <ul style="list-style-type: none"> <li>• DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES</li> <li>• EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA</li> <li>• IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.</li> </ul>		
<p>ACTIVE SHOOTER AT PORT / ATTACK ON RAVENEL BRIDGE:</p> <p>Enhancing the Protection of Soft Targets/Crowded Places: The Port of Charleston contains multiple soft targets and the Charleston Police Department works alongside the US Coast Guard, and members of the Charleston Metro Marine unit in the protection, interdiction, and disruption of potential acts against said targets. These targets include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Cruise ship terminal to include Carnival Cruise Ship and Port of Call ships</li> <li>- Ravenel Bridge</li> <li>- Fort Sumter</li> <li>- Fort Sumter Tour Boats and terminal</li> <li>- Charleston Executive Airport</li> <li>- Large Dinner Cruise boats and terminal</li> <li>- Commercial Port Terminals</li> </ul> <p>Several large events are hosted by the City of Charleston throughout the year, including the Cooper River Bridge run, this year's International African American Museum</p>		

opening, the Southeastern Wildlife Expedition (SEWE), on-water festivals, response to dredging calls, found ordinance during construction, and boat parades. An additional bomb suit will allow new technicians to be fully protected during their response as the current one is expired. The CPD EDT regularly works with our federal partners to respond to suspected explosive devices and to conduct dignitary protection.

This project will also enhance WMD & IED Prevention, Detection, Response, and Recovery Capabilities. The additional TBT kits will allow the technicians to rapidly respond to any situation in the ports, on a ship, or in the surrounding areas, as the mutual aid agreements allow. The Total Containment Vessel with gas sampling will allow for rapid response to any calls for service and allow officers to safely remove and sample any suspected devices while not having to shut down any commerce in the area. Finally, the purchase of a Total Containment Magazine will allow CPD to maintain a rapid response capability to any explosive device located in the city or surrounding areas, as the current explosive storage magazine will be obsolete shortly due to the real estate in the surrounding areas being sold off. A TCV magazine will allow CPD to store their explosives in the immediate area of their station, thus decreasing response time and increasing overall safety and security.

#### PART X - NATIONAL PRIORITIES

40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):

Program Priority 2

41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

Addressing Emergent Threats, such as IED: The rapid deployment kit will help with the rapid response to any threat that may happen at the port. The kit will assist the bomb technician with quick render safe ability while minimizing the footprint of the team and minimizing all disruptions to commerce. Use of the Pole Cameras will aid in identifying devices under vehicles, in natural voids of ships and vehicles traveling on the ports, and assist in additional operations as requested.

Planning: Members of the Charleston Police Department EDT unit are actively involved in the creation, planning, and exercising of safety and security plans for the Port of Charleston, including ship christenings, ordinance recovery, and dignitary details and protection.

Exercises: The Charleston Police Department has actively trained at the Passenger Cruise terminal for events including suspicious packages and IEDs identified in luggage, as well as conducting K-9 sweeps of passenger luggage. K9 sweeps have also been conducted with Wharf Alpha for US Navy ships returning to port. The Charleston Police Department has also conducted robot operations training at the Hugh Leatherman terminal.

The Port of Charleston has several vulnerable targets. The quick response kits will allow bomb technicians to rapidly respond to any and all threats within the port, as well as the surrounding areas. This will greatly reduce the impact of any disruption to commerce, as a technician will quickly be able to arrive on-scene and conduct render-safe operations as necessary.

Soft Targets: The Charleston Police Department EDT is responsible for sweeps and response for the following events within the City of Charleston and surrounding areas: Graduation sweeps for the College of Charleston, The Citadel, Medical University, and the Charleston School of Law; The Cooper River Bridge Run; The Credit One Open Tennis Tournament; Spoleto Festival; Credit One Stadium Concerts; USS Commissionings; Dignitary Details including sweeps of parking lots and garages; hotel and media/meeting rooms; response to National Monuments such as Fort Sumter and Fort Moultrie and the soon-to-open International African American Museum. The rapid response kits and digital x-ray from the 2021 PSGP will aid in the quick response to any explosive devices that are located from sweeps or callouts to the above-listed locations. Adding pole cameras to the kits will allow the EDT to identify devices under vehicles and in natural voids in cargo ships. The TCV with gas sampling will allow CPD to remove suspected devices safely, disarm those devices, and determine what was contained within to properly treat anyone exposed. Finally, a TCV magazine will allow CPD (as well as other government agencies) to securely store their explosives in a centralized location, replacing the current magazine (which will soon have to move due to real estate sales in the area).

#### PART XI - IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones		Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.	Create a specification for the equipment listed in the investment justification	11/2023	12/2023	5%
2.	Pursue GSA Contract for equipment	01/2024	02/2024	5%
3.	Procure the equipment included through approved purchasing procedures	02/2024	04/2024	10%
4.	Review and implement a training program for the new equipment to ensure safe operation	04/2024	06/2024	10%
5.	Receive training and place in service the equipment	05/2024	05/2024	10%
6.	Provide end user training on all equipment to ensure personnel are properly trained on specific equipment received	04/2024	11/2024	10%
7.	Develop standard operating procedures for care, use, and maintenance of the equipment	05/2024	06/2024	10%
8.	Perform periodic inspections, training, and maintenance on the equipment	06/2024	10/2025	30%
9.	Conduct training with neighboring agencies	05/2024	10/2025	10%
10.				
			<b>Total Percentage of Project</b>	<b>100%</b>

[Click To Proceed to Budget 1](#)



**PSGP Budget Detail Worksheet**

**Sensitive Security Information**

**A. Personnel.** List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Description of Project Work Activities	Computation	Cost
Name/Position for Management and Administration	Description of Management and Administration Activities	Computation	Cost
		<b>Total Personnel</b>	

**B. Fringe Benefits.** Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits	Computation	Cost

Name/Position for Management and Administration	Description of Fringe Benefits	Computation	Cost
		<b>Total Fringe Benefits</b>	

**C. Travel.** Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Computation	Cost
Purpose of Travel for Management and Administration	Location	Computation	Cost
		<b>Total Travel</b>	

**D. Equipment.** List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Equipment (Type and AEL#)	Description and Purpose of Equipment	Computation (Quantity x per unit cost)	Cost
02EX-02-TLPB	Tactical Bomb Technician (TBT) Kit	2 x \$4287	\$8,574.00
02EX-00-TCVV	Total Containment Vessel (TCV) with Gas Sampling Technology	1	\$358,000.00
02EX-00-EXMP	Total Containment Magazine	1	\$155,000.00
02PE-01-BSUT	EOD 10 Large Bomb Suit	1	\$37,466.00
03SR-03-SCAM	Tactical Pole Camera	2 x \$15,000	\$30,000.00
		<b>Total Equipment</b>	\$589,040.00

**E. Supplies.** List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for

Supplies	Description and Purpose of Supplies	Computation (Quantity x per unit cost)	Cost
<b>Supplies for Management and Administration</b>	<b>Description and Purpose for Supplies</b>	<b>Computation (Quantity x per unit cost)</b>	<b>Cost</b>
		<b>Total Supplies</b>	

**F. Consultants/Contracts.** Indicate whether applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Name of Consultant	Description of Services Provided	Computation	Cost
Name of Consultant for Management and Administration	Description of Services for Management and Administration	Computation	Cost
		<b>Subtotal – Consultant Fees</b>	
<b>Consultant Expenses:</b> List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals,			
Item	Location and/or Purpose	Computation	Cost
Item for Management and Administration	Location and/or Purpose	Computation	Cost
		<b>Subtotal – Consultant Expenses</b>	
<b>Contracts:</b> Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged			
Item	Description of Services Provided	Computation	Cost

Item for Management and Administration	Description of Services for Management and Administration	Computation	Cost
		Subtotal – Contracts	
		Total Consultants/Contracts	
<b>G. Other Costs.</b> List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the			
Item	Description and Purpose	Computation	Cost
Item for Management and Administration	Description and Purpose	Computation	Cost



		Other Costs	
<b>H. Indirect Costs.</b> Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never			
Cognizant Federal Agency	Description and Purpose	Computation	Cost
Cognizant Federal Agency for Management and Administration	Description and Purpose	Computation	Cost
		Indirect Costs	

### I. Final Budget/Cost Share (Must display Federal and Non-Federal Amount)

Budget Category	Federal Amount	Non-Federal Amount	Total
A. Personnel			\$0
B. Fringe Benefits			\$0
C. Travel			\$0
D. Equipment	\$441,780.00	\$147,260.00	\$589,040.00
E. Supplies			\$0
F. Consultants/Contracts			\$0
G. Other			\$0
H. Indirect Costs			\$0
<b>Total</b>	<b>\$441,780.00</b>	<b>\$147,260.00</b>	<b>\$589,040.00</b>

[Click to Proceed to IJ 2.](#)

[Only 1 Project? Click to proceed to the Review Tab.](#)

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION				Sensitive Security Information OMB Control Number 1660-0114 Expiration: 11/30/2023	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.					
PART I - INVESTMENT HEADING					
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):			2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:		
City of Charleston			South Carolina		
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:		5) CAPTAIN OF THE PORT ZONE:	
Public		Local Agency		Charleston	
PART II - BASIC PROJECT INFORMATION					
6) PROJECT TITLE:	Drive-on Boat Docks to Increase Longevity of SAFE Boats				
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):	To repair the current floating dock, and purchase and install two drive-on docks for previously awarded PSGP 25' SAFE quick response boats.				
8) HAS THIS PROJECT BEEN FUNDED BY PSGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?					No
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		10) WHICH PROGRAM FUNDED THIS CAPABILITY?			
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:					
12) PROJECT CATEGORY:	Equipment	13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:		New Capability	
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?					No
15) IF YES, IDENTIFY COST SHARE EXEMPTION					
16) FEDERAL SHARE:	\$79,200	17) COST SHARE:	\$26,400	18) TOTAL PROJECT COST:	\$105,600
PART III - ELIGIBILITY INFORMATION					
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107					
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:		FACILITY SECURITY PLAN:	
		Yes		Yes	
20) STATE AND LOCAL AGENCIES – IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?					No
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?					
PART IV - ORGANIZATIONAL INFORMATION					
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		Yes		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?	
				No	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		No		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?	
				No	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:		The site is owned and operated by US Coast Guard Base Charleston. Our agency has a property agreement with USCG for use of this area.			

27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?				No	
28) STATE AND LOCAL AGENCIES – IS YOUR AGENCY THE <b>PRIMARY</b> RESPONDER TO MTSA REGULATED FACILITIES?				Yes	
<b>PART V - POINT(S) OF CONTACT FOR ORGANIZATION</b>					
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT			30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT		
NAME:	The Honorable John J Tecklenburg		NAME:	Sergeant Chris Morrell	
ORGANIZATION:	City of Charleston		ORGANIZATION:	Charleston Police Department	
ADDRESS:	80 Broad St, Charleston, SC 29401		ADDRESS:	180 Lockwood Blvd, Charleston, SC 29403	
PHONE:	843-724-3737		PHONE:	843-577-7434	
EMAIL:	tecklenburgj@charleston-sc.gov		EMAIL:	morrellc@charleston-sc.gov	
<b>PART VI - PHYSICAL LOCATION OF PROJECT</b>					
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:			32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:		
Street Address:	2000 Bainbridge Ave		The drive-on docks will be installed at the Charleston Metro Marine Unit docks at the Federal Law Enforcement Center/US Coast Guard Base Charleston located at 2000 Bainbridge Ave, North Charleston SC 29405.		
City:	North Charleston				
State:	SC	Zip: 29405			
LATITUDE & LONGITUDE: 32.850809/ -79.945737					
<b>STATE AND LOCAL AGENCIES ONLY – ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES</b>					
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.					
<p>The South Carolina State Ports Authority (SCSPA) operates numerous terminals and facilities, both waterfront and inland, throughout the state of South Carolina. Several of these terminals (and their support facilities) are found in the greater Charleston area and comprise the Port of Charleston, a Type-II Controlled Port. At least three such terminals are located in the City of Charleston. For these three terminals (Passenger Terminal / Cruise Ship Dock, Union Pier, and Columbus Terminal), the first level of law enforcement is provided by the South Carolina State Ports Authority Police Department (SCSPAPD). These officers of the SCSPAPD provide security at entry checkpoints, foot and vehicle patrols on SCSPA property, as well as standard law enforcement services. However, the SCSPAPD does not have specialized units at its immediate disposal, and it, therefore, relies on assistance from the jurisdictions in which its ports and terminals are located.</p> <p>The Charleston Police and Fire Departments are two of several partners providing layered protection to the Port of Charleston. CPD is the primary agency providing specialized law enforcement support at both the three SCSPA terminals in the City of Charleston, and it is the first-line law enforcement agency serving the City Marina. Each of these locations is a Maritime Transportation Security Act (MTSA) regulated facility. CPD's support includes the services of the Explosive Devices Team (CPD-EDT), the SWAT Team, the Underwater Recovery/Swiftwater Team, and other units. Additionally, the Charleston Fire Department provides specialized support to include hazardous materials response, confined space rescue, firefighting and life safety, and other services. This with other local, federal, and state partners, including US Customs &amp; Border Protection, US Coast Guard, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, Project SEAHAWK, and the South Carolina State Ports Authority Police in order to contribute to the shared responsibility of enhancing the port's security. These interagency relationships and shared responsibilities are also formalized through a series of regional agreements. These agreements with the City of Charleston include all municipal jurisdictions within Charleston County and unincorporated areas of the coast. The City of Charleston is a signatory to the County All Hazards Plan and Maritime Incident Action Plan. The City is also developing its own Comprehensive Emergency Management Plan.</p> <p>In the last three years, the Charleston Police Department Harbor Patrol has started operating two 25-foot SAFE boats that were awarded on previous Port Security Grants (2019 and 2021). These drive-on docks, if awarded, will extend the service life of both vessels and drastically lower maintenance costs.</p>					

**PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS**

**34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.**

**CITY OF CHARLESTON MARITIME SECURITY AGREEMENTS:**

- City of North Charleston: Mutual Aid Agreement
- Charleston County Sherriff's Office: Mutual Aid Agreement
- Charleston County Sherriff's Office: Marine Patrol Unit Law Enforcement Assistance and Support Agreement
- Berkeley County Sherriff's Office: Mutual Aid Agreement
- Charleston County Emergency Management Division: All-Hazards Plan
- Project SEAHAWK: Participating Member
- US Coast Guard: Area Maritime Security Plan
- South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement
- FBI: Mutual Aid Agreement

CPD Harbor has seen a drastic increase in requests to assist USCG with escorts for military vessels coming and going from the Naval weapons station. As the Charleston area continues to grow, the request to assist with security zones for shoreside events is increasing and will only continue to increase. As COVID restrictions begin to ease, cruise ships will once again return to Charleston ports and CPD will see increased requests to conduct escorts of these vessels.

Throughout the year, we receive requests from several federal partners to assist with events and special operations. We have assisted Customs and Border Patrol with interdiction operations, the US Coast Guard with enforcement operations, and Homeland Security with operations to investigate human trafficking.

**PART VIII - ALL AGENCIES/ORGANIZATION – IMPORTANT FEATURES**

**35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.**

A large portion of the port property resides in the City of Charleston's jurisdictional land and waterways. Therefore, the City of Charleston's Police & Fire Departments are the primary responding emergency services for much of the Port Area. Neither the US Coast Guard (USCG) nor the South Carolina State Ports Authority Police Department (SCSPAPD) maintains its own local Public Safety Bomb Squad, Public Safety Dive Team, Search and Rescue Team, or HAZMAT team for the port. It is more efficacious if local agencies provide these services as a first line of response.

As one of the largest ports on the East Coast and among the world's top 10 ports for international exports, the Port of Charleston serves more than 2,000 cargo/container ships or barges per year, handling more than 1.1 million containers and 1.3 million tons of dry bulk trade cargo. It also serves more than 100 cruise ship dockings annually. The port also acts as a holding facility for petroleum fuel for the southeastern United States, and it is used as a primary off-loading site for nuclear fuel for the Department of Energy. With the port playing such important economic and energy roles, it is necessary for the City of Charleston's first responders to maintain capabilities to prevent and respond to the Captain of the Ports (COTP's) priorities.



In 2017, the Charleston-North Charleston M.S.A. received the Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score. The Charleston Police Department (CPD) developed a history of data and intelligence sharing with its Maritime Security partners to address vulnerabilities. As a member of Project SEAHAWK, the CPD shares its assets with local, state, and federal partners to address mutual safety concerns.

Both the CPD and Charleston Fire Department adhere to the National Incident Management System (NIMS) framework. The CPD is a municipal, CALEA-accredited law enforcement agency within Charleston and Berkeley Counties. The CFD is a municipal, CFAI-accredited firefighting agency within Charleston and Berkeley Counties.

#### PART IX - INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? \* For training requests, a course number and title are required.

Purchase and installation of two drive-on docks for previously PSGP-purchased 25' SAFE boats.

37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:

The Charleston Police Department does not currently have any similar assets. The vessels are docked in the water.

38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSURES/MITIGATES.

Charleston is a city surrounded by water with a rich maritime history and a thriving port. The city's economy, key infrastructure, and historical significance continue to make it a target for threats. As the City, its population, and its port continue to grow, so will the duties of the Harbor Patrol Unit. It is imperative that we properly maintain and extend the life of all vessels to ensure the Harbor Unit is able to address threats to our port. The purchase and installation of these drive-on docks will allow the vessels to be stored/docked out of the water to extend the life of the vessels.

39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.

Protection of Critical Infrastructure:

The Port of Charleston contains critical infrastructure essential to commerce of the port of Charleston. The Charleston Police Department works alongside the US Coast Guard and members of the Charleston Metro Marine unit in the protection, interdiction, and disruption of potential acts against said targets. These targets include but are not limited to:

- Cruise ship terminal to include Carnival Cruise Ship and Port of Call ships
- Ravenel Bridge
- Fort Sumter
- Fort Sumter Tour Boats and terminal
- Charleston Executive Airport
- Large Dinner Cruise boats and terminal
- Commercial Port Terminals

Several large events are hosted by the City of Charleston throughout the year, including the Cooper River Bridge run, Navy ship commissions, the 2020 State of the Coast

<p>Guard Address, the Southeastern Wildlife Expedition (SEWE), on-water festivals, and boat parades.</p> <p>This vessel has been utilized by the Charleston Harbor Patrol Unit to provide effective interdiction and prevention of potential attacks. This vessel allows officers to respond in a timely manner in all weather conditions, and conduct patrols and escorts of vessels. The Charleston Harbor Patrol unit regularly works with our federal partners to intercept and board foreign-flagged vessels entering the Charleston Harbor. This vessel is used to assist our dive team with dive operations focused on the Columbus St Port terminal, cruise ship terminal, and Ravenel Bridge.</p> <p>Protection of Waterways: The Charleston Police Department Harbor Patrol unit utilizes these vessels in the protection and mitigation of potential hazards that may affect commerce in shipping channels in the port of Charleston. This vessel is used for patrols of the channel, escorts of high-value targets as they travel through the channel, and security for events that traverse the channels. CPD SAFE Boats are the primary response vessel for any incident that may occur in the channel, including but not limited to active shooters, mass rescue, WMD attacks, and marine fires.</p>	
PART X - NATIONAL PRIORITIES	
40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):	Program Priority 2
41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.	
<p>Enhancing the Security of Soft Targets and Crowded Places: The Port of Charleston contains multiple soft targets and the Charleston Police Department works alongside the US Coast Guard, and members of the Charleston Metro Marine unit in the protection, interdiction, and disruption of potential acts against said targets. These targets include but are not limited to:</p> <ul style="list-style-type: none"><li>- Cruise ship terminal to include Carnival Cruise Ship and Port of Call ships</li><li>- Ravenel bridge</li><li>- Fort Sumter</li><li>- Fort Sumter Tour Boats and terminal</li><li>- Charleston Executive Airport</li><li>- Large Dinner Cruise boats and Terminal</li><li>- Commercial Port Terminals</li></ul> <p>Several large events are hosted by the City of Charleston throughout the year, including the Cooper River Bridge run, Navy ship commissions, the 2020 State of the Coast Guard Address, the Southeastern Wildlife Expedition (SEWE), on-water festivals, and boat parades.</p>	

This vessel has been utilized by the Charleston Harbor Patrol Unit to provide effective interdiction and prevention of potential attacks. This vessel allows officers to respond in a timely manner in all weather conditions, and conduct patrols and escorts of vessels. The Charleston Harbor Patrol unit regularly works with our federal partners to intercept and board foreign-flagged vessels entering the Charleston Harbor. These vessels have been utilized in the protection of these potential targets during their time in service.

**Planning:** Charleston Police Department Harbor Patrol was an active member in the creation and implementation of the Area Maritime Security Plan Active Shooter Plan. Our vessels were used during site planning and implementation of the exercise performed in Charleston in 2021, and will continue to be critical in the planning and execution of upcoming security plans in Charleston Harbor.

**Training and Awareness:** Members of the Charleston Police Harbor patrol unit routinely participate and assist USCG with Security Zones and ship escorts. Members of the unit receive nationally certified training on these techniques continually throughout the year to improve and maintain these skills. These vessels are currently our only vessels capable of training and maintaining officers' certification in TOC (Tactical Operator Certification). Over the past year, these vessels have been utilized to nationally certify multiple CPD Harbor Patrol officers in TOC/Emergency Vehicle Operator Course (EVOC). Additionally, several officers have used these vessels to obtain their BCM (Boat Crew Member) certification. These vessels have assisted in monthly training with the Metro Marine Unit, trained with the FBI on multiple occasions, and with military personnel. These vessels are used in the training of the CPD SWAT team, Explosive Device Team, Dive Team, and K9 unit.

**Enhancement and Capital Projects:** These vessels have been utilized in the prevention and detection of chemical, biological, radiological, nuclear, and explosive devices in the Port of Charleston, soft targets, and crowded places. Both vessels are equipped with side scan that has been utilized to perform searches of the port for potential explosive devices. The vessels have utilized Radioisotope Identification Devices (RIID) in patrols during large events and throughout the Port of Charleston. This vessel has assisted the CPD Dive Team and Explosive Devices Team with preventive sweeps of the Port of Charleston. Additionally, SAFE boats are the vessels we primarily use when transporting members of the Explosive Device Team to an incident.

PART XI - IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones		Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.	Create a specification for the equipment listed in the investment justification	11/2023	12/2023	5%
2.	Pursue GSA Contract for equipment	01/2024	02/2024	5%
3.	Procure the equipment included through approved purchasing procedures	02/2024	03/2024	10%
4.	Review and implement a training program for the new equipment to ensure safe operation	04/2024	06/2024	10%
5.	Receive training and place in service the equipment	05/2024	06/2024	10%

6.	Provide end user training on all equipment to ensure personnel are properly trained on specific equipment received	04/2024	06/2024	10%
7.	Develop standard operating procedures for care, use, and maintenance of the equipment	05/2024	06/2024	20%
8.	Perform periodic inspections, training, and maintenance on the equipment	06/2024	10/2024	30%
9.				
10.				
			Total Percentage of Project	100%

[Click To Proceed to Budget 2](#)



**PSGP Budget Detail Worksheet**

**Sensitive Security Information**

**A. Personnel.** List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Description of Project Work Activities	Computation	Cost
Name/Position for Management and Administration	Description of Management and Administration Activities	Computation	Cost
		<b>Total Personnel</b>	

**B. Fringe Benefits.** Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits	Computation	Cost

Name/Position for Management and Administration	Description of Fringe Benefits	Computation	Cost
		<b>Total Fringe Benefits</b>	

**C. Travel.** Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Computation	Cost
Purpose of Travel for Management and Administration	Location	Computation	Cost
		<b>Total Travel</b>	

**D. Equipment.** List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Equipment (Type and AEL#)	Description and Purpose of Equipment	Computation (Quantity x per unit cost)	Cost
Equipment for Management and Administration (Type and AEL#)	Description and Purpose for Equipment	Computation (Quantity x per unit cost)	Cost
		<b>Total Equipment</b>	
<b>E. Supplies.</b> List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.			
Supplies	Description and Purpose of Supplies	Computation (Quantity x per unit cost)	Cost
Supplies for Management and Administration	Description and Purpose for Supplies	Computation (Quantity x per unit cost)	Cost

		<b>Total Supplies</b>	
<b>F. Consultants/Contracts.</b> Indicate whether applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).			
<u>Consultant Fees:</u> For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.			
<b>Name of Consultant</b>	<b>Description of Services Provided</b>	<b>Computation</b>	<b>Cost</b>
<b>Name of Consultant for Management and Administration</b>	<b>Description of Services for Management and Administration</b>	<b>Computation</b>	<b>Cost</b>
		<b>Subtotal – Consultant Fees</b>	
<b>Consultant Expenses:</b> List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)			
<b>Item</b>	<b>Location and/or Purpose</b>	<b>Computation</b>	<b>Cost</b>
<b>Item for Management and Administration</b>	<b>Location and/or Purpose</b>	<b>Computation</b>	<b>Cost</b>
		<b>Subtotal – Consultant Expenses</b>	



**Contracts:** Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.

Item	Description of Services Provided	Computation	Cost
Jet Dock Installation	5 days of assembly/calibration of drive-on docks and provision of user training.	1	\$15,576.00
Item for Management and Administration	Description of Services for Management and Administration	Computation	Cost
Subtotal – Contracts			\$15,576.00
Total Consultants/Contracts			\$15,576.00

**G. Other Costs.** List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Item	Description and Purpose	Computation	Cost
Drive-On Docks	Floating block units that connect to create a full dock. Docks will delay the corrosion of vessels.	2 x \$44,712.25	\$89,424.50
Dock Permits		2 x \$245.25	\$490.50
Public Notice Fees	Fees to notify the public at large of a proposed dock.	\$100.00	\$109.00

Item for Management and Administration	Description and Purpose	Computation	Cost
		<b>Other Costs</b>	\$90,024.00

**H. Indirect Costs.** Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose	Computation	Cost
Cognizant Federal Agency for Management and Administration	Description and Purpose	Computation	Cost
		<b>Indirect Costs</b>	

### I. Final Budget/Cost Share (Must display Federal and Non-Federal Amount)

Budget Category	Federal Amount	Non-Federal Amount	Total
A. Personnel			\$0
B. Fringe Benefits			\$0
C. Travel			\$0
D. Equipment			\$0
E. Supplies			\$0
F. Consultants/Contracts	\$11,682.00	\$3,894.00	\$15,576.00
G. Other	\$67,518.00	\$22,506.00	\$90,024.00
H. Indirect Costs			\$0
<b>Total</b>	<b>\$79,200.00</b>	<b>\$26,400.00</b>	<b>\$105,600.00</b>

[Click to Proceed to IJ 3](#)

[Only 2 Projects? Click to proceed to the Review Tab](#)

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION					Sensitive Security Information OMB Control Number 1660-0114 Expiration: 11/30/2023	
<b>Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.</b>						
PART I - INVESTMENT HEADING						
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):				2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:		
City of Charleston				South Carolina		
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:		5) CAPTAIN OF THE PORT ZONE:		
Public		Local Agency		Charleston		
PART II - BASIC PROJECT INFORMATION						
6) PROJECT TITLE:		Haz-Mat Mobile Training Prop				
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):		To equip the area around the Port with a mobile haz-mat training prop				
8) HAS THIS PROJECT BEEN FUNDED BY PSGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?						No
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		10) WHICH PROGRAM FUNDED THIS CAPABILITY?				
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:						
12) PROJECT CATEGORY:		Training		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:		Maintenance/Sustainment
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?						
15) IF YES, IDENTIFY COST SHARE EXEMPTION						
16) FEDERAL SHARE:		\$165,000		17) COST SHARE:		\$55,000
				18) TOTAL PROJECT COST:		\$220,000
PART III - ELIGIBILITY INFORMATION						
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107						
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:		No		FACILITY SECURITY PLAN: Yes
20) STATE AND LOCAL AGENCIES – IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?						No
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?						
PART IV - ORGANIZATIONAL INFORMATION						
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		Yes		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?		No
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		Yes		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?		Yes
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:						
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?						No
28) STATE AND LOCAL AGENCIES – IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES?						Yes
PART V - POINT(S) OF CONTACT FOR ORGANIZATION						

29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT				30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT			
NAME:	The Honorable John J. Tecklenburg			NAME:	Deputy Chief Jason Krusen		
ORGANIZATION:	City of Charleston			ORGANIZATION:	Charleston Fire Department		
ADDRESS:	80 Broad Street, Charleston, SC 29401-2901			ADDRESS:	1451 King Street Extension, Charleston, SC 29405-9329		
PHONE:	843-724-3737			PHONE:	843-693-9790		
EMAIL:	tecklenburgj@charleston-sc.gov			EMAIL:	krusenj@charleston-sc.gov		
PART VI - PHYSICAL LOCATION OF PROJECT							
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:				32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:			
Street	2156 Milford Street			This equipment will located at the Charleston Fire Department Training Facility. The facility is located at 2156 Milford Street, but it is a trailer able to relocate to area locations for training.			
Address:							
City:	Charleston						
State:	SC	Zip:	29405				
LATITUDE & LONGITUDE:	32.824442,-79956827						
STATE AND LOCAL AGENCIES ONLY – ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES							
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.							
<p>The Charleston Fire Department (CFD) provides layered protection for the Port of Charleston (Type-II controlled port). The CFD partners with other local, state, and federal agencies to achieve this layered protection. These agencies include the Charleston Police Department, Charleston County, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, South Carolina Port Authority Police, US Coast Guard, and US Customs &amp; Border Protection in order to contribute to the shared responsibility of enhancing the security of the port.</p> <p>These inter-agency relationships and shared responsibilities are formalized through a series of agreements. The CFD Haz-Mat Team maintains automatic and mutual aid agreements with various agencies within Charleston County. The scope of these agreements includes all municipal jurisdictions within Charleston County, as well as unincorporated areas of the coast. The team is one of the first Haz-Mat Teams to respond to the port and is a key partner in the County's WMD/Haz-Mat Team. Additionally, the County Warning Point can request additional federal and state assistance. The City of Charleston is a signatory to the All Hazards Plan and Maritime Incident Action Plan. It has also developed its own Comprehensive Emergency Management Plan to address port security and to collaborate with the USCG in emergency management.</p> <p>The Charleston Fire Department is committed to enhancing port security through the collaborative efforts of such agreements as the Metro Marine Unit where the CFD Marine Team and Haz-Mat Team work with law enforcement agencies to conduct bomb and radiological sweeps of the area bridges, vessels, and facilities as well as conducting maritime safety and security operations (Hammerhead and Shrimp &amp; Grits Operations). The department also has a Type II Collapse Search and Rescue Team that is capable of providing specialty resources to the Charleston area.</p>							
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS							
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.							
Our agency does not provide security services.							

**PART VIII - ALL AGENCIES/ORGANIZATION – IMPORTANT FEATURES**

**35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.**

The Charleston Fire Department (CFD) has identified the need for hazardous materials training props. The area has very limited training opportunities for hazardous materials containers. Additionally, the props they do have in the area are small homemade props that simulate a single component, such as a valve assembly or plumbing, but nothing that is full-size. With the growing number of hazardous material vessels being shipped in and out of the port, the risk for incidents involving hazardous materials is growing, especially from intermodal containers. These incidents could happen on the roadways to and from the port, on the port property, or even on a ship, so having a working knowledge of the various containers and vessels is vital to the safe mitigation of an incident.

More than 2 million container movements by truck occurred at the Port of Charleston in 2020, making it one of the top 10 ports in the United States. The Port of Charleston has been the fastest-growing major port in the United States since 2011. In 2022, Charleston Harbor became the deepest port on the East Coast at 52 feet. This will accommodate the much larger Post-Panamax vessels 24 hours a day without tidal restrictions. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorist activities.

The CFD Marine Team is an active participant in the Metro Marine Unit (MMU) and believes in its concept of inter-agency cooperation. The Charleston Fire Department supports the MMU by continually placing members in the NASBLA courses the MMU uses as accreditation and now has a certified instructor to help train other unit partners.

A large portion of the Port property resides in the City of Charleston's jurisdiction and waterways. Therefore, the Charleston Fire Department is a primary responding agency for the Port Area. The US Coast Guard does not maintain its own Technical Rescue Team, or Haz-Mat team for the port; therefore, the local resources must be equipped to address the threats. It is more efficient if local resources provide these services as the first line of response as all incidents begin and end locally.

The City of Charleston has identified earthquakes and hurricanes as high-priority events in recent hazard vulnerability assessments (HVA). Additionally, the Arthur Ravenel Jr. Bridge (a.k.a. Cooper River Bridge) is a Federal Critical Infrastructure and Key Resource (CIKR). It is also a part of the Federal Exclusionary Zone at the discretion of the Captain of the Port. Since the Boston Marathon bombings, the Cooper River Bridge requires emergency prevention and preparedness activities prior to the annual event. The Charleston-North Charleston M.S.A. received its 2017 Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score. As a member of Project SEAHAWK and the Metro Marine Unit, the CFD shares its assets with local, state, and federal partners to address mutual safety concerns. Because of these identifying factors, it is critical that the response agencies tasked with operating at such events have ample resources to operate.

**CITY OF CHARLESTON Maritime Security Agreements:**

- City of North Charleston: Automatic Aid Agreement
- Charleston County Sheriff's Office: Mutual Aid Agreement
- Charleston County Sheriff's Office: Marine Patrol Unit Law Enforcement Assistance and Support Agreement
- Berkeley County Sheriff's Office: Mutual Aid Agreement
- Charleston County Emergency Management Division: All-Hazards Plan
- Metro Marine Unit: Mutual Aid Agreement
- Project SEAHAWK: Participating Member
- US Coast Guard: Area Maritime Security Plan
- South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement



PART IX - INVESTMENT JUSTIFICATION ABSTRACT	
36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.	Haz-Mat Mobile Training Prop
37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:	There are similar assets that exist in the area.
38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.	
As one of the primary haz-mat response units to respond to the port as well as the railways and roadways supporting the port the Charleston Fire Department nor its responding partners have the ability to train on hazardous material vessels found in these modes of transportation. Teh ability to train on such containers is a gap teh haz-mat team has identified.	
39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.	
<p>THE FOLLOWING MUST BE INCLUDED:</p> <ul style="list-style-type: none"> <li>• DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES</li> <li>• EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA</li> <li>• IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.</li> </ul>	
<p>The Charleston Fire Department is a primary response asset for calls involving hazardous materials, technical rescue, and collapsed structure calls on or around waterways and the Port of Charleston. If incidents are on or near the waterways, then the department's maritime vessels will be involved as well. The CFD Technical Rescue Team would respond to a bridge collapse, a priority of the Captain of the Port. They would be one of the first units on-scene and able to start taking action. The CFD Technical Rescue Team is the key provider of personnel to the Regional Collapse Rescue Team in the Lowcountry Region. In the event of a bridge collapse life safety of anyone involved is the first priority focused on, but during a catastrophic event such as a bridge collapse there is a likelihood of hazardous materials and at least a partial collapse of a bridge is anticipated. This resource will continue to be available to the Port and surrounding area for training, exercises, and actual events. Through the active partnership, the resource helps ensure a secure and safe port.</p> <p>Having a hazardous materials prop for large vessels such as intermodal containers would assist the Charleston Fire Department and the other entities that provide hazardous materials response efforts to the port. Currently, there are no containers that are full-size that allow responders to safely train on. This equipment will also assist the department and region in sustaining efforts for a longer period, thus making the resource more resilient.</p> <p>For this Investment Justification, the Charleston Fire Department is requesting \$210,000 to add a hazardous materials training prop to the department and the area. This mobile training prop contains various valves and plumbing found on vessels and allows responders to not only manipulate and work with, but because it is full-size responders are able to climb on the unit as they would a real vessel or container. Of the funds requested \$10,000 would be used to send four personnel to specific training for intermodal containers to allow members to have a better working knowledge of those containers, which are a frequent container found in and around the port.</p>	
PART X - NATIONAL PRIORITIES	
40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):	Program Priority 4
41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.	
The request for a hazardous material mobile training prop and associated training for the Charleston Fire Department (CFD) is aligned with the National Priority of Equipment and Capital Projects (#4). The mobile training prop will allow not only the CFD Haz-Mat Team members but also surrounding jurisdictions to train on realistic training props to better prepare for hazardous materials incidents. These incidents could be both accidental and nefarious in nature. Having such a resource that is not currently available to the haz-mat responders would be a tremendous asset to the region.	

Furthermore, through the joint response network the department is involved with the Marine Team, US&R Team, and Haz-Mat Team of the CFD aids law enforcement agencies, both local and state assets in the prevention of incidents. The Marine Team provides support by use of its vessel, the Hazardous Materials Team's equipment, and the Technical Rescue Team assists with urban search and rescue (US&R) incidents. The department participates in such activities as Shrimp & Grits and Hammerhead operations. The requested search equipment will assist the department in fulfilling a gap that has been identified. The department has made great strides in improving the capability to recognize and mitigate radiological events, but when it comes to chemical incidents there is a gap in available training opportunities and props to use.

#### PART XI - IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones		Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.	Create a specification for the equipment listed in the investment justification	11/2022	12/2022	5%
2.	Solicit bids for the equipment	01/2023	02/2023	5%
3.	Procure the equipment included through approved purchasing procedures	02/2023	04/2023	10%
4.	Attend training course for 4 members	03/2023	06/2023	10%
5.	Review and implement a training program for the new equipment to ensure safe operation	04/2023	06/2023	10%
6.	Receive and place in service the equipment	05/2023	05/2023	10%
7.	Provide end user training on all equipment to ensure personnel are properly trained on specific equipment received	04/2023	11/2023	10%
8.	Develop standard operating procedures for care, use, and maintenance of the equipment	05/2023	06/2023	10%
9.	Perform periodic inspections, training, and maintenance on the equipment	06/2023	10/2024	20%
10.	Conduct training with neighboring agencies	05/2023	10/2024	10%
			<b>Total Percentage of Project</b>	<b>100%</b>

[Click To Proceed to Budget 3](#)

**PSGP Budget Detail Worksheet**

**Sensitive Security Information**

**A. Personnel.** List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Description of Project Work Activities	Computation	Cost
Name/Position for Management and Administration	Description of Management and Administration Activities	Computation	Cost
		<b>Total Personnel</b>	

**B. Fringe Benefits.** Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits	Computation	Cost

Name/Position for Management and Administration	Description of Fringe Benefits	Computation	Cost
		<b>Total Fringe Benefits</b>	

**C. Travel.** Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Computation	Cost
Intermodal Specialist Training x 4	Pueblo, CO	Registration	\$4,700.00
Intermodal Specialist Training x 4	Pueblo, CO	Hotel	\$1,400.00
Intermodal Specialist Training x 4	Pueblo, CO	Airfare	\$2,800.00
Intermodal Specialist Training x 4	Pueblo, CO	Rental Car	\$350.00
Intermodal Specialist Training x 4	Pueblo, CO	Per diem	\$750.00
Purpose of Travel for Management and Administration	Location	Computation	Cost
		<b>Total Travel</b>	\$10,000.00

**D. Equipment.** List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Equipment (Type and AEL#)	Description and Purpose of Equipment	Computation (Quantity x per unit cost)	Cost
Haz-Mat Mobile Training Prop	Rollover Haz-mat Training Mockup and Pipe Leak Trainer	1	\$210,000.00
Equipment for Management and Administration (Type and AEL#)	Description and Purpose for Equipment	Computation (Quantity x per unit cost)	Cost
		<b>Total Equipment</b>	<b>\$210,000.00</b>

**E. Supplies.** List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.



Supplies	Description and Purpose of Supplies	Computation (Quantity x per unit cost)	Cost
Supplies for Management and Administration	Description and Purpose for Supplies	Computation (Quantity x per unit cost)	Cost
		<b>Total Supplies</b>	

**F. Consultants/Contracts.** Indicate whether applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Name of Consultant	Description of Services Provided	Computation	Cost
Name of Consultant for Management and Administration	Description of Services for Management and Administration	Computation	Cost
		<b>Subtotal – Consultant Fees</b>	

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location and/or Purpose	Computation	Cost

Item for Management and Administration	Location and/or Purpose	Computation	Cost
		Subtotal – Consultant Expenses	
<b>Contracts:</b> Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.			
Item	Description of Services Provided	Computation	Cost
Item for Management and Administration	Description of Services for Management and Administration	Computation	Cost
		Subtotal – Contracts	
		Total Consultants/Contracts	

**G. Other Costs.** List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Item	Description and Purpose	Computation	Cost
Item for Management and Administration	Description and Purpose	Computation	Cost
		Other Costs	

**H. Indirect Costs.** Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose	Computation	Cost
Cognizant Federal Agency for Management and Administration	Description and Purpose	Computation	Cost
		Indirect Costs	

### I. Final Budget/Cost Share (Must display Federal and Non-Federal Amount)

Budget Category	Federal Amount	Non-Federal Amount	Total
A. Personnel			\$0
B. Fringe Benefits			\$0
C. Travel	\$7,500.00	\$2,500.00	\$10,000.00

D. Equipment	\$157,500.00	\$52,500.00	\$210,000.00
E. Supplies			\$0
F. Consultants/Contracts			\$0
G. Other			\$0
H. Indirect Costs			\$0
<b>Total</b>	<b>\$165,000.00</b>	<b>\$55,000.00</b>	<b>\$220,000.00</b>

<a href="#">Click to Proceed to IJ 4</a>	<a href="#">Only 3 Projects? Click to proceed to the Review Tab</a>
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DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION					Sensitive Security Information OMB Control Number 1660-0114 Expiration: 11/30/2023	
<b>Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.</b>						
PART I - INVESTMENT HEADING						
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):				2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:		
City of Charleston				South Carolina		
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:		5) CAPTAIN OF THE PORT ZONE:		
Public		Local Agency		Charleston		
PART II - BASIC PROJECT INFORMATION						
6) PROJECT TITLE:		Upgrade electronics on marine vessels				
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):		Upgrade all electronics on Marine 101 to match Boat 102 and USCG for better continuity of operations				
8) HAS THIS PROJECT BEEN FUNDED BY PSGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?						No
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		10) WHICH PROGRAM FUNDED THIS CAPABILITY?				
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:						
12) PROJECT CATEGORY:		Equipment		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:		Maintenance/Sustainment
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?						No
15) IF YES, IDENTIFY COST SHARE EXEMPTION						
16) FEDERAL SHARE:		\$110,250		17) COST SHARE:		\$36,750
				18) TOTAL PROJECT COST:		\$147,000
PART III - ELIGIBILITY INFORMATION						
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107						
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:		No		FACILITY SECURITY PLAN: Yes
20) STATE AND LOCAL AGENCIES – IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?						No
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?						
PART IV - ORGANIZATIONAL INFORMATION						
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		Yes		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?		No
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		Yes		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?		Yes
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:						
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?						No
28) STATE AND LOCAL AGENCIES – IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES?						Yes
PART V - POINT(S) OF CONTACT FOR ORGANIZATION						



29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT				30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT			
NAME:	The Honorable John J. Tecklenburg			NAME:	Deputy Chief Jason Krusen		
ORGANIZATION:	City of Charleston			ORGANIZATION:	Charleston Fire Department		
ADDRESS:	80 Broad Street, Charleston, SC 29401-2901			ADDRESS:	1451 King Street Extension, Charleston, SC 29405-9329		
PHONE:	843-724-3737			PHONE:	843-693-9790		
EMAIL:	tecklenburgj@charleston-sc.gov			EMAIL:	krusenj@charleston-sc.gov		
PART VI - PHYSICAL LOCATION OF PROJECT							
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:				32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:			
Street	1950 Milford Street			This project is to upgrade all the electronics on a CFD marine vessel to provide the latest technology and interoperability with other agencies including USCG.			
Address:							
City:	Charleston						
State:	SC	Zip:	29405				
LATITUDE & LONGITUDE:	32.816536,-79.951624						
STATE AND LOCAL AGENCIES ONLY – ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES							
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.							
<p>The Charleston Fire Department (CFD) provides layered protection for the Port of Charleston (Type-II controlled port). The CFD partners with other local, state, and federal agencies to achieve this layered protection. These agencies include the Charleston Police Department, Charleston County, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, South Carolina Port Authority Police, US Coast Guard, and US Customs &amp; Border Protection in order to contribute to the shared responsibility of enhancing the security of the port.</p> <p>These inter-agency relationships and shared responsibilities are formalized through a series of agreements. The CFD Haz-Mat maintains automatic and mutual aid agreements with various agencies within Charleston County. The scope of these agreements includes all municipal jurisdictions within Charleston County, as well as unincorporated areas of the coast. Additionally, the County Warning Point can request additional federal and state assistance. The City of Charleston is a signatory to the All Hazards Plan and Maritime Incident Action Plan. It has also developed its own Comprehensive Emergency Management Plan to address port security and to collaborate with the USCG in emergency management.</p> <p>The Charleston Fire Department is committed to enhancing port security through the collaborative efforts of such agreements as Metro Marine Unit where the CFD Marine Team and Haz-Mat Team work with law enforcement agencies to conduct bomb and radiological sweeps of the area bridges, vessels and facilities as well as conducting maritime safety and security operations (Hammerhead and Shrimp &amp; Grits Operations). The department also has a Type II Collapse Search and Rescue Team that is capable of providing specialty resources to the Charleston area.</p>							
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS							
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.							
Our Agency does not provide security services.							

**PART VIII - ALL AGENCIES/ORGANIZATION – IMPORTANT FEATURES**

**35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.**

The Charleston Fire Department (CFD) has identified the need to upgrade the current electronics on Marine 101, which is over 10 years old. The vessel has many years of use ahead and is being refitted with new motors at the manufacturer this year. Equipping the vessel with all new navigation, communications, and imaging will greatly improve not only the operation of the unit, but also improve information sharing and ensures the vessel has similar equipment as the USCG. By upgrading the electronics, the newer technology will supply commercial off-the-shelf multi-function navigation displays with an easy to use Operating System that meets U.S. Government Federal Information Processing Standard (FIPS) 140-2 for cryptography modules as directed by the Federal Information Security Management Act (FISMA). The equipment also supports a Sensitive but Unclassified Secure Tactical Exchange Data System (STEDS) enabling encrypted VHF - Automatic Identification System (AIS) with the ability to transmit and receive government vessel agency Blue Force Tracking data for improved interagency coordination, operations, and partnerships to meet the cyber initiative.

The units can also send and receive Intel, Radar, and AIS targets between Blue Force vessels and enable receiving vessels to see intercept guidance on the radar or chart for TOI intercept. It also incorporates the ability for vessels to quickly create or receive USCG Search and Rescue patterns via AIS and activate them as routes to improve information sharing. Having the ability to have communications and navigation equipment that shares information is vital in the region.

More than 2 million container movements by truck occurred at the Port of Charleston in 2020, making it one of the top 10 ports in the United States. The Port of Charleston has been the fastest-growing major port in the United States since 2011. In 2022, Charleston Harbor became the deepest port on the East Coast at 52 feet. This will accommodate the much larger Post-Panamax vessels 24 hours a day without tidal restrictions. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorist activities.

The CFD Marine Team is an active participant in the Metro Marine Unit (MMU) and believes in its concept of inter-agency cooperation. The Charleston Fire Department supports the MMU by continually placing members in the NASBLA courses the MMU uses as accreditation and now has a certified instructor to help train other unit partners.

A large portion of port property resides in the City of Charleston's jurisdiction and waterways. Therefore, the Charleston Fire Department is a primary responding agency for the Port Area. The US Coast Guard does not maintain its own Technical Rescue Team, or HAZMAT team for the port; therefore, the local resources must be equipped to address the threats. It is more efficient if local resources provide these services as the first line of response as all incidents begin and end locally.

The City of Charleston has identified earthquakes and hurricanes as high-priority events in recent hazard vulnerability assessments (HVA). Additionally, the Arthur Ravenel Jr. Bridge (a.k.a. Cooper River Bridge) is a Federal Critical Infrastructure and Key Resource (CIKR). It is also a part of the Federal Exclusionary Zone at the discretion of the Captain of the Port. Since the Boston Marathon bombings, the Cooper River Bridge requires emergency prevention and preparedness activities prior to the annual event. The Charleston-North Charleston M.S.A. received its 2017 Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score. As a member of Project SEAHAWK and the Metro Marine Unit, the CFD shares its assets to local, state, and federal partners to address mutual concerns about safety. Because of these identifying factors, it is critical that the response agencies tasked with operating at such events have ample resources to operate. An additional vessel in the Harbor and surrounding waterways would be beneficial to the MMU.

**CITY OF CHARLESTON Maritime Security Agreements:**

- City of North Charleston: Automatic Aid Agreement
- Charleston County Sheriff's Office: Mutual Aid Agreement
- Charleston County Sheriff's Office: Marine Patrol Unit Law Enforcement Assistance and Support Agreement
- Berkeley County Sheriff's Office: Mutual Aid Agreement
- Charleston County Emergency Management Division: All-Hazards Plan
- Metro Marine Unit: Mutual Aid Agreement
- Project SEAHAWK: Participating Member
- US Coast Guard: Area Maritime Security Plan
- South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement

**PART IX - INVESTMENT JUSTIFICATION ABSTRACT**

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.	Update electronics on Marine 101
37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:	Other vessels in the region have similar electronics, which is the main reason to request this project so that this vessel has commonality with its electronics in order to provide info sharing.
38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.	
Having electronics that are compatible is vital to safe operations and timely operations on the waterways. Having vessels that cannot share information delays searches and other operations from getting started. Providing better and faster information sharing will increase efficiency and safety on the water ways, both with local, regional and national response partners. This equipment will bring this vessel in line with USCG vessels.	

**39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.**

**THE FOLLOWING MUST BE INCLUDED:**

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.

The Charleston Fire Department is a primary response asset for calls involving fires, hazardous materials, technical rescue, and collapsed structure calls on or around waterways and the Port of Charleston. Should a fire occur on a commercial vessel in the harbor or the channel it could create a blockage of the harbor, which is one of the Captain of Port's priorities. If incidents are on or near the waterways, then the department's maritime vessels will be involved as well. The CFD would be one of the primary response agencies in the event of a commercial vessel fire at the port, in the harbor, or in the vicinity of Charleston. Based on previous events these incidents require a large number of responders to operate in unfamiliar settings. This resource will continue to be available to the Port and surrounding area for training, exercises, and actual events. Having a vessel that is able to share information with other response partners and a command post while providing a secure system that is protected is important to the security of the Port.

Having better-equipped vessels that can communicate with both commercial and response vessels is integral for safe operations on the water. By upgrading the electronics on Marine 101 the unit will be able to transmit Real-Time Video and Navigation Data off-boat via Wi-Fi or low earth orbit satellites to Command Centers for leadership to facilitate information sharing and decision support. Having a common system across agencies improves multi-agency operations allowing officers from several agencies to work the same boat and facilitates training opportunities.

For this Investment Justification, the Charleston Fire Department is requesting \$147,000 to provide to upgrade all electronics on Marine 101 to include navigation, VHF communications, a M400XR Stabilized Thermal/Visible Camera with JCU, off-boat cameras providing real-time images to command, installation, and a 3-year warranty. This upgrade will not only improve information sharing, but cyber security by including U.S. Government Federal Information Processing Standard (FIPS) 140-2 for cryptography modules, a Sensitive but Unclassified Secure Tactical Exchange Data System (STEDS) enabling encrypted VHF - Automatic Identification System (AIS) with ability to transmit and receive government vessel agency and Blue Force Tracking data for improved interagency coordination, operations, and partnerships. Lastly, the encrypted Secure Text Messaging between Command Centers and all Blue Force vessels and the ability to send and receive Intel, Radar, and AIS targets between Blue Force vessels ensure cyber security.

**PART X - NATIONAL PRIORITIES**

**40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):**

Program Priority 5

**41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.**

The request for upgrading the electronics on the Charleston Fire Department vessel Marine 101 will improve the vessel's capability and prolong its service life. The Charleston Fire Department has already made a substantial investment with this particular vessel by upgrading fire department communications two years ago along with the recent up fit of both motors and a complete overhaul of the jets and fire pump. This investment will help ensure added years of life to the vessel and the upgrade of the electronics requested will provide a nearly new vessel for the port. This project meets the national priority #5 Equipment and Capital projects as well as Priority #1 Cyber security by ensuring protected networks to communicate messages and information.

Furthermore, through the joint response network the department is involved with the Marine Team, US&R Team, and Haz-Mat Team of the CFD aids law enforcement agencies, both local and state assets in the prevention of incidents. The Marine Team provides support by use of its vessel, the Hazardous Materials Team's equipment, and the Technical Rescue Team assists with urban search and rescue (US&R) incidents. The department participates in such activities as Shrimp & Grits and Hammerhead operations. The department will be participating in a USCG tabletop exercise on May 5th with a full-scale exercise planned later in the year. The requested Marine Firefighter Level I Training will assist the department in fulfilling a gap that has been identified.

**PART XI - IMPLEMENTATION PLAN**

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones		Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.	Create a specification for the equipment listed in the investment justification	11/2022	12/2022	10%
2.	Solicit bids for the equipment	01/2023	02/2023	5%
3.	Procure the equipment included through approved purchasing procedures	02/2023	04/2023	15%
4.	Review and implement a training program for the new equipment to ensure safe operation	04/2023	06/2023	10%
5.	Receive and place in service the equipment	05/2023	05/2023	20%
6.	Provide end user training on all equipment to ensure personnel are properly trained on specific equipment received	04/2023	11/2023	40%
7.				
8.				
9.				
10.				
			Total Percentage of Project	100%

[Click To Proceed to Budget 4](#)

**PSGP Budget Detail Worksheet**

**Sensitive Security Information**

**A. Personnel.** List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Description of Project Work Activities	Computation	Cost
Name/Position for Management and Administration	Description of Management and Administration Activities	Computation	Cost
		<b>Total Personnel</b>	

**B. Fringe Benefits.** Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits	Computation	Cost
Name/Position for Management and Administration	Description of Fringe Benefits	Computation	Cost
		<b>Total Fringe Benefits</b>	

**C. Travel.** Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Computation	Cost



Purpose of Travel for Management and Administration	Location	Computation	Cost
		<b>Total Travel</b>	

**D. Equipment.** List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Equipment (Type and AEL#)	Description and Purpose of Equipment	Computation (Quantity x per unit cost)	Cost
Axiom Pro 12 S w/ radar and hull transducers	Upgrade all electronics on Marine 101		\$19,576.30
M400XR Stabilized Thermal/Visible Camera with JCU	Firefighting Specific Camera for external hull structure temp readings		\$94,497.55
AIS5000 Transponder Bundle	Update radios and antenna		\$16,491.62
CAM220 Augmented Reality Pack	These cameras are for off boatinfo sharing between the fireboat and command		\$1,994.68
<b>Equipment for Management and Administration (Type and AEL#)</b>	<b>Description and Purpose for Equipment</b>	<b>Computation (Quantity x per unit cost)</b>	<b>Cost</b>
		<b>Total Equipment</b>	\$132,560.15

**E. Supplies.** List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supplies	Description and Purpose of Supplies	Computation (Quantity x per unit cost)	Cost
<b>Supplies for Management and Administration</b>	<b>Description and Purpose for Supplies</b>	<b>Computation (Quantity x per unit cost)</b>	<b>Cost</b>

		<b>Total Supplies</b>	
<b>F. Consultants/Contracts.</b> Indicate whether applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).			
<u>Consultant Fees:</u> For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.			
<b>Name of Consultant</b>	<b>Description of Services Provided</b>	<b>Computation</b>	<b>Cost</b>
<b>Name of Consultant for Management and Administration</b>	<b>Description of Services for Management and Administration</b>	<b>Computation</b>	<b>Cost</b>
		<b>Subtotal – Consultant Fees</b>	
<b>Consultant Expenses:</b> List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)			
<b>Item</b>	<b>Location and/or Purpose</b>	<b>Computation</b>	<b>Cost</b>
<b>Item for Management and Administration</b>	<b>Location and/or Purpose</b>	<b>Computation</b>	<b>Cost</b>
		<b>Subtotal – Consultant Expenses</b>	
<b>Contracts:</b> Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.			
<b>Item</b>	<b>Description of Services Provided</b>	<b>Computation</b>	<b>Cost</b>
Installation	Labor costs for installation of the above equipment, plus accompanying wires and connectors	1	\$14,439.85
<b>Item for Management and Administration</b>	<b>Description of Services for Management and Administration</b>	<b>Computation</b>	<b>Cost</b>

		<b>Subtotal – Contracts</b>	\$14,439.85
		<b>Total Consultants/Contracts</b>	\$14,439.85

**G. Other Costs.** List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Item	Description and Purpose	Computation	Cost
Item for Management and Administration	Description and Purpose	Computation	Cost
		<b>Other Costs</b>	

**H. Indirect Costs.** Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose	Computation	Cost
Cognizant Federal Agency for Management and Administration	Description and Purpose	Computation	Cost
		<b>Indirect Costs</b>	

### I. Final Budget/Cost Share (Must display Federal and Non-Federal Amount)

Budget Category	Federal Amount	Non-Federal Amount	Total
A. Personnel			\$0
B. Fringe Benefits			\$0
C. Travel			\$0
D. Equipment	\$99,420.12	\$33,140.04	\$132,560.15
E. Supplies			\$0
F. Consultants/Contracts	\$10,829.88	\$3,609.96	\$14,439.85
G. Other			\$0
H. Indirect Costs			\$0
<b>Total</b>	<b>\$110,250.00</b>	<b>\$36,750.00</b>	<b>\$147,000.00</b>

[Click to Proceed to IJ 5](#)

[Only 4 Projects? Click to proceed to the Review Tab](#)

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF BERKELEY        )

## TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that The Daniel Island Company, Inc.  
 \_\_\_\_\_ ("Grantor") in the state aforesaid, for and in consideration of the sum of  
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before  
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby  
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,  
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and  
 assigns, forever, the following described property which is granted, bargained, sold and released  
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,  
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley  
 State of South Carolina, identified as (list street names) Ship Builder Street, Hartey Street,  
Roddin Street and Fish Camp Road

as shown and designated on a plat entitled Final Subdivision Plat of Daniel Island Master Plan  
Parcel FF to Create Phase 1 - Parcel FF Block F Lots 1 thru 4, Block G, Lots 1 thru 17, Block H  
Lots 1 thru 10, Daniel Island, City of Charleston, Berkeley County, South Carolina. Prepared for  
and Owned by Daniel Island Company, Inc.

prepared by Thomas & Hutton Engineering Co.  
 dated April 27, 2022, revised \_\_\_\_\_, and recorded on \_\_\_\_\_, 2023 as Instrument  
 Nos. \_\_\_\_\_, \_\_\_\_\_\*in the ROD Office for Berkeley County.  
 Said property butting and bounding, measuring and containing, and having such courses and  
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and  
 complete description, being all of the said dimensions, a little more or a little less. \* \_\_\_\_\_,  
 \_\_\_\_\_ and \_\_\_\_\_.

This being a portion of the property conveyed to Grantor herein by deed of the  
Daniel Island Rhoden, LLC dated September 30, 2016 and recorded  
September 30, 2016 in Book 2289 at Page 185 in the ROD Office for  
Berkeley County, South Carolina.

Grantee's Mailing Address:

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

Portion of TMS No.:

272-00-00-001 and 272-05-01-004

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

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

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

WITNESS our Hand(s) and Seal(s) this 7 day of February 2023.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness Number One  
Cynthia Speth Morton  
Printed Name

[Signature]  
Witness Number Two  
James Wilson  
Printed Name

Grantor

The Daniel Island Company, Inc.

By: [Signature]  
William J. McKenzie  
Its Chief Operating Officer

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by William J. McKenzie, the Chief Operating Officer of The Daniel Island Company, Inc., a SC corporation, on behalf of the Grantor on the 7 day of February, 2023.

Signature of Notary: [Signature]  
Print Name of Notary: Cynthia Speth Morton  
Notary Public for South Carolina  
My Commission Expires: 10/25/2028

SEAL OF NOTARY





7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is -0- exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Agent for Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

The Daniel Island Company, Inc.

By: [Signature]  
Responsible Person Connected with the Transaction  
Its Chief Operating Officer

William J. McKenzie  
Print or Type Name Here

Sworn this 21<sup>st</sup> day of February 2023  
Destiny D. Thompson Bendell  
Notary Public for South Carolina  
My Commission Expires: 07/31, 2029





STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF BERKELEY         )   **EXCLUSIVE STORMWATER  
   )   DRAINAGE EASEMENTS AGREEMENT  
   )   (CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between Daniel Island Company, Inc., a South Carolina limited liability company ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

### RECITALS

WHEREAS, subject to the City's ordinances and the Warranty Bond Agreement (the "Bond Agreement") executed by the parties simultaneously herewith, the City desires to maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property, said portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit A, attached hereto and incorporated herein by reference;

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

WHEREAS, Grantor desires to cooperate with the City by granting unto the City certain permanent and exclusive stormwater drainage easements in and to the Easement Areas necessary for the City's maintenance of the Stormwater System.

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

1.    Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2.    Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, and the Bond Agreement, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3.    Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4.    Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. Destruction. The City has no obligation to repair, replace, or compensate Grantor, or Grantor's successors-in-title and/or assigns, for unlawful encroachments or unlawful obstructions, or for fences, sheds, trees, plants, grass, shrubs, or other elements damaged or destroyed within the Easement Areas during the conduct of the City's allowable activities under this Agreement.
6. Encroachment Permit. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment permit from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment permit. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment permit with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.
8. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.
9. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, subject to the terms and conditions in this Agreement, all and singular the said before mentioned unto the City of Charleston, its successors and assigns, against Grantor and Grantor's successors-in-title, Grantor's successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

TR [Signature]  
 Print Name: Tim Roland  
 Witness #1

[Signature]  
 Print Name: Courtney Howard  
 Witness #2

GRANTOR: Daniel Island Co

By: [Signature]  
 Print Name: William McKenzie  
 Its: C.O.O.  
 Date: 4/3/23

STATE OF South Carolina )  
 )  
 COUNTY OF Charleston )

# ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by  
William McKenzie, the C.O.O., of  
Daniel Island Co., on this 3rd day of April, 2023.

Signature: Destiny D. Thompson Bendell  
 Print Name of Notary: Destiny D. Thompson Bendell  
 Notary Public for South Carolina  
 My Commission Expires: 07/31/2029

SEAL OF NOTARY



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IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal on the day and year set forth below its signature.

WITNESSES:

CITY OF CHARLESTON

Print Name: \_\_\_\_\_  
Witness #1 \_\_\_\_\_

Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Witness #2 \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF CHARLESTON       )     ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_  
 Print Name of Notary: \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

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**EXHIBIT A****[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL FF, TO CREATE PHASE 1 - PARCEL FF, BLOCK F, LOTS 1 THRU 4, BLOCK G, LOTS 1 THRU 17, BLOCK H, LOTS 1 THRU 10, DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, prepared for and owned by DANIEL ISLAND COMPANY, INC." prepared Phillip P. Gerard (SCPLS No. 26596), dated April 4, 2022, last revised on the date shown thereon, and recorded on \_\_\_\_\_, in Instrument No. \_\_\_\_\_ through \_\_\_\_\_ in the Register of Deeds Office for Berkeley County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.



STATE OF SOUTH CAROLINA    )  
  )  
  )  
COUNTY OF BERKELEY        )

**NON-EXCLUSIVE STORM  
WATER DRAINAGE  
EASEMENT AGREEMENT**

This Non-Exclusive Storm Water Drainage Easement Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2023, by and between THE DANIEL ISLAND COMPANY, INC., a South Carolina corporation ("Owner"), and the CITY OF CHARLESTON ("City").

WHEREAS, Owner holds title to that certain real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"), said Property being designated as a part of Berkeley County TMS Nos. 272-00-00-001 and 272-05-01-004;

WHEREAS, City desires to protect and maintain the natural surface flow of stormwater in order to maintain the natural state of drainage patterns that existed in the wetland system prior to the development without draining any wetlands and/or compromising the hydrological integrity of the wetlands on the Property ("wetland system"), in a manner that does not violate any federal, state or local laws or regulations;

WHEREAS, to accomplish this objective and subject to the City's compliance with any and all applicable federal, state or local laws or regulations, City must obtain an easement from Owner permitting the City to access, inspect, and permissibly remove future obstructions within the portion of the wetland system in the Easement Area (as described on Exhibit B); and

WHEREAS, Owner desires to cooperate with City and to grant unto City that certain permanent and non-exclusive stormwater drainage easement over the Easement Area as is necessary for the removal of any obstructions should they occur and if they are deemed likely to cause flooding problems on adjacent properties. However, the certain permanent and non-exclusive stormwater drainage easements are not intended in any way to improve drainage of the Property such that the hydrology of the wetlands on the Property are drained and/or the integrity of the wetland system is compromised.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the wetland system within the Property, Owner has granted, bargained, sold, released and conveyed, and, by these presents, hereby grants, bargains, sells, releases and conveys unto the CITY OF CHARLESTON permanent, non-exclusive stormwater drainage easement (the "Drainage Easement") over the Easement Area subject to the following terms and conditions:

1. The recitals and exhibits are incorporated herein by reference as if fully restated verbatim.
2. City shall at all times have the right of ingress and egress onto the Easement Area to conduct the allowable activities set forth herein with respect to the Drainage Easement granted herein by the Owner to the City.

3. City shall be responsible for any non-compliance issues that arise based on any work performed by the City within Easement Area found to be not in compliance with any federal, state, or local laws or regulations. City is solely responsible for ensuring that any and all work conducted under the terms of this Agreement by the City is conducted in compliance with any and all applicable federal, state or local laws and regulations.
4. The Drainage Easement set forth herein shall be commercial in nature and shall run with title to the Easement Area.
5. City has no obligation to repair, replace or to compensate Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Area during the conduct of City's allowable activities, as described herein, but the foregoing shall not limit the City's obligation to comply with any and all applicable federal, state or local laws or regulations, in conducting such activities. The City shall not engage in any conduct within the Property (including the Easement Area ) that is prohibited under any federal, state or local laws or regulations.
6. City acknowledges that priority of the federal and state laws and regulations regarding the integrity of the ecological functionality of the wetland system, including as located within the Property and the Easement Area.
7. Owner hereby retains the right to access and use the Easement Area for any purpose deemed necessary by Owner, so long as such access and use does not unreasonably interfere with the City's rights under this Agreement.

TO HAVE AND TO HOLD, all and singular, the said Drainage Easement unto the CITY OF CHARLESTON, its successors and assigns, against Owner and Owner's successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, The Daniel Island Company, Inc., a South Carolina corporation, has set its Hand and Seal on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

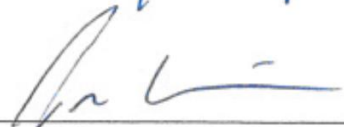
  
\_\_\_\_\_

First Witness

Print Name: Cynthia Spieth Morton

The Daniel Island Company, Inc.,  
a South Carolina corporation

By:   
\_\_\_\_\_  
William J. McKenzie  
Its: Chief Operating Officer

  
\_\_\_\_\_

Second Witness

Print Name: James Wilson

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON )

The foregoing instrument was acknowledged before me on February 7, 2023, by William J. McKenzie, the Chief Operating Officer of The Daniel Island Company, Inc., a South Carolina corporation.

Signature:   
\_\_\_\_\_

Notary Public for South Carolina

Print Name of Notary: Cynthia Spieth Morton

My Commission Expires: 10/25/2028

SEAL OF NOTARY



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IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:

CITY OF CHARLESTON

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Matthew Fountain  
Its: Director of Stormwater Management

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
STATE OF SOUTH CAROLINA    )  
  )    ACKNOWLEDGEMENT  
COUNTY OF CHARLESTON    )

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_  
Notary Public for South Carolina  
Print Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
SEAL OF NOTARY

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**EXHIBIT A**

[DESCRIPTION OF PROPERTY]

All of those pieces, parcels, or tracts of land situate, lying and being in the City of Charleston, Berkeley County, South Carolina, delineated on that certain plat entitled, "FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL FF TO CREATE PHASE 1 – PARCEL FF BLOCK F, LOTS 1 THRU 4, BLOCK G, LOTS 1 THRU 17, BLOCK H, LOTS 1 THRU 10, DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, PREPARED FOR AND OWNED BY DANIEL ISLAND COMPANY, INC.," prepared by Phillip P. Gerard, PLS No. 26596, of Thomas & Hutton Engineering Co., dated April 27, 2022 and recorded on \_\_\_\_\_, 2023 as Instruments \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ in the Berkeley County Register of Deeds Office (the "Plat"); said pieces, parcels, or tracts of land having the size, shape, dimensions, buttings, and boundings as will by reference to the said Plat more fully and at-large appear.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**EXHIBIT B**

[DESCRIPTION OF EASEMENT AREA]

All that certain open space parcel identified as **“Open Space FF/G/1 & COC Drainage Easement”** containing 8,767 sq. ft. (Critical), 169,881 sq. ft. (Wetland), 234,492 sq. ft (Upland), 413,140 sq. ft (Total), 9.48 acres (Total) being situate, lying and located on Daniel Island, City of Charleston, Berkeley County, South Carolina, as shown and depicted on a plat entitled: **“FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL FF TO CREATE PHASE 1 – PARCEL FF BLOCK F, LOTS 1 THRU 4, BLOCK G, LOTS 1 THRU 17, BLOCK H, LOTS 1 THRU 10, DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, PREPARED FOR AND OWNED BY DANIEL ISLAND COMPANY, INC.,”** prepared by Phillip P. Gerard, PLS No. 26596, of Thomas & Hutton Engineering Co., dated April 27, 2022 and recorded on \_\_\_\_\_, 2023 as Instruments \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ in the Berkeley County Register of Deeds Office.

TMS Number: \_\_\_\_\_

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COUNTY OF BERKELEY ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

1. I have read the information on this affidavit and I understand such information.

3. Check one of the following: The deed is

- Check Yes \_\_\_\_\_ or No \_\_\_\_\_

(A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_.

(B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.

(C) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- ATET4-2013



**PLANNING USE ONLY**  
 SUBMITTING DIVISION  
 DATE: 10/1/2018  
 APPROVED BY: [Signature]  
 APPROVED BY: [Signature]

**VICINITY MAP**  
 10/1/2018  
 The proposed subdivision is located in the unincorporated area of the County of Horry, South Carolina, and is adjacent to the existing subdivision of Parcel 1, which is shown on the vicinity map. The proposed subdivision is shown in red on the vicinity map.

**The Daniel Island COMPANY**

**NOTES**  
 1. SEE PLAT FOR A MORE DETAILED MAP OF THE PROPOSED SUBDIVISION AND THE ADJACENT PARCELS.

**LEGEND**  
 1. PROPOSED SUBDIVISION  
 2. EXISTING SUBDIVISION  
 3. ADJACENT PARCELS  
 4. PROPOSED ROADWAY

**REVIEW**  
 1. REVIEWED BY: [Signature]  
 2. REVIEWED BY: [Signature]  
 3. REVIEWED BY: [Signature]

**FINAL**  
 SUBDIVISION PLAT OF  
 DANIEL ISLAND  
 MASTER PLAN PARCEL FF  
 TO CREATE  
 PHASE 1 - PARCEL FF  
 BLOCK F, LOTS 1 THRU 4,  
 BLOCK G, LOTS 1 THRU 17,  
 BLOCK H, LOTS 1 THRU 10.

**PREPARED AND SUBMITTED BY**  
 DANIEL ISLAND COMPANY, INC.  
 10000 DANIEL ISLAND DRIVE, SUITE 100  
 DANIEL ISLAND, SOUTH CAROLINA 29548-1000  
 P: 843.649.0000 F: 843.649.0003

**THOMAS & HUTTON**  
 405 Jefferson Street, Suite 101  
 P.O. Box 1527  
 Allendale, SC 29521  
 P: 843.649.0000 F: 843.649.0003

**LEGEND**  
 1. PROPOSED SUBDIVISION  
 2. EXISTING SUBDIVISION  
 3. ADJACENT PARCELS  
 4. PROPOSED ROADWAY

**LEGEND**  
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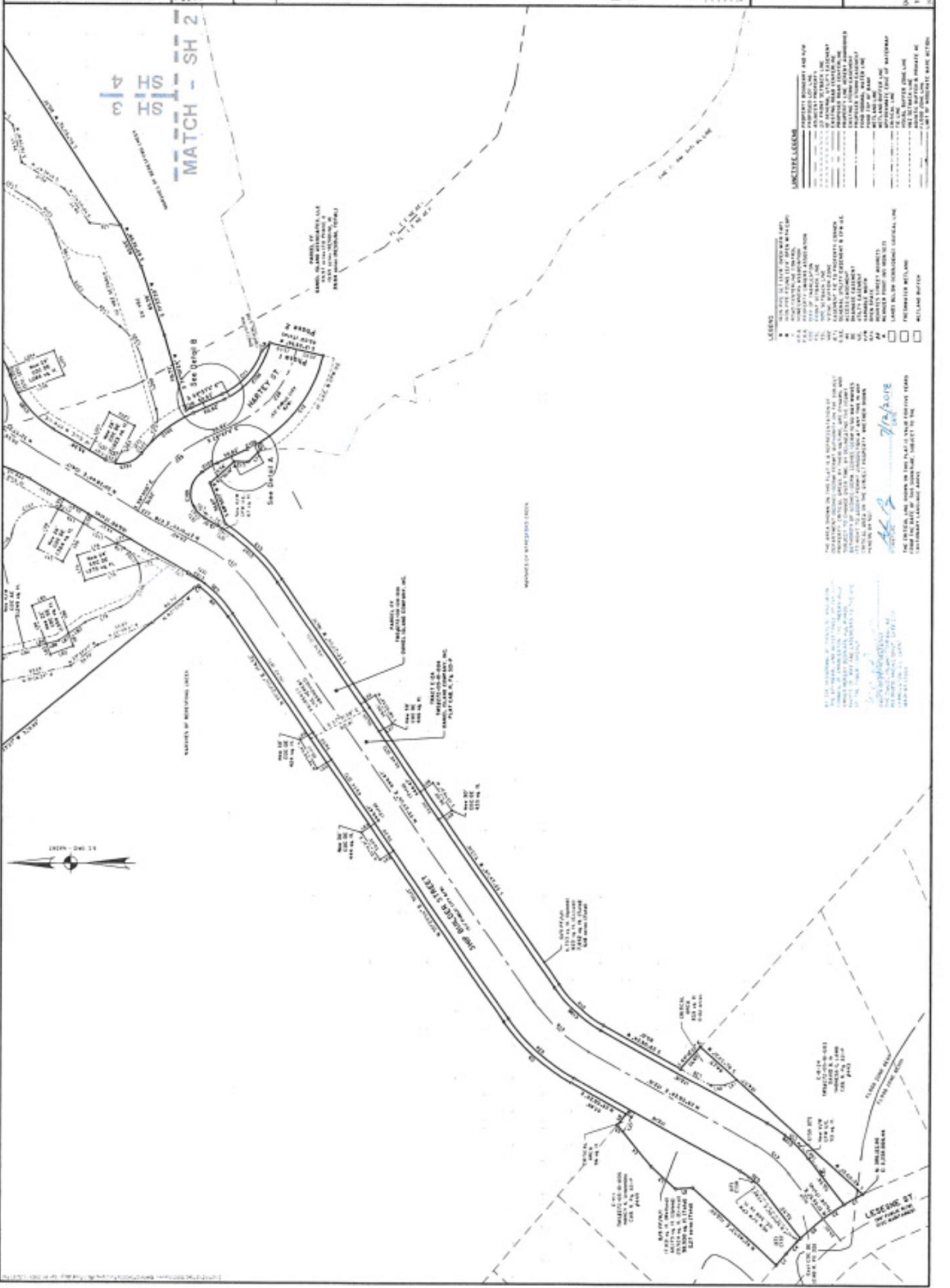
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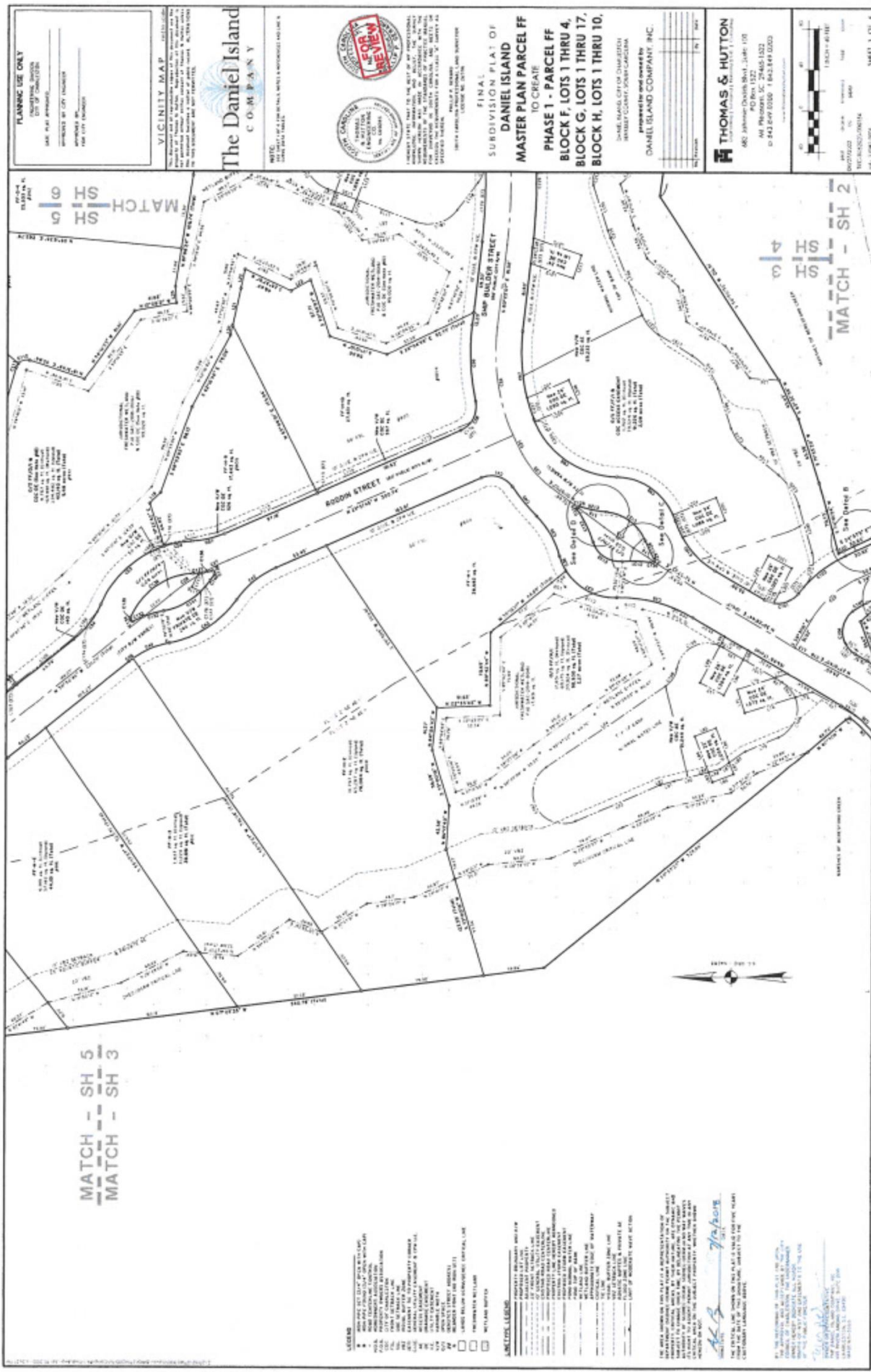
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 3. ADJACENT PARCELS  
 4. PROPOSED ROADWAY





**PLANNING USE ONLY**  
CONVEYING JURISDICTION  
DATE: 08/01/2011  
APPROVED BY: [Signature]  
DATE: 08/01/2011

**VICINITY MAP**  
The Daniel Island Company, Inc. is a subsidiary of The Daniel Island Company, Inc. and is not a separate legal entity. The Daniel Island Company, Inc. is a subsidiary of The Daniel Island Company, Inc. and is not a separate legal entity. The Daniel Island Company, Inc. is a subsidiary of The Daniel Island Company, Inc. and is not a separate legal entity.

**The Daniel Island COMPANY**

**NOTES**  
1. SEE MAP FOR DETAILED INFORMATION.  
2. SEE MAP FOR DETAILED INFORMATION.

**LEGEND**  
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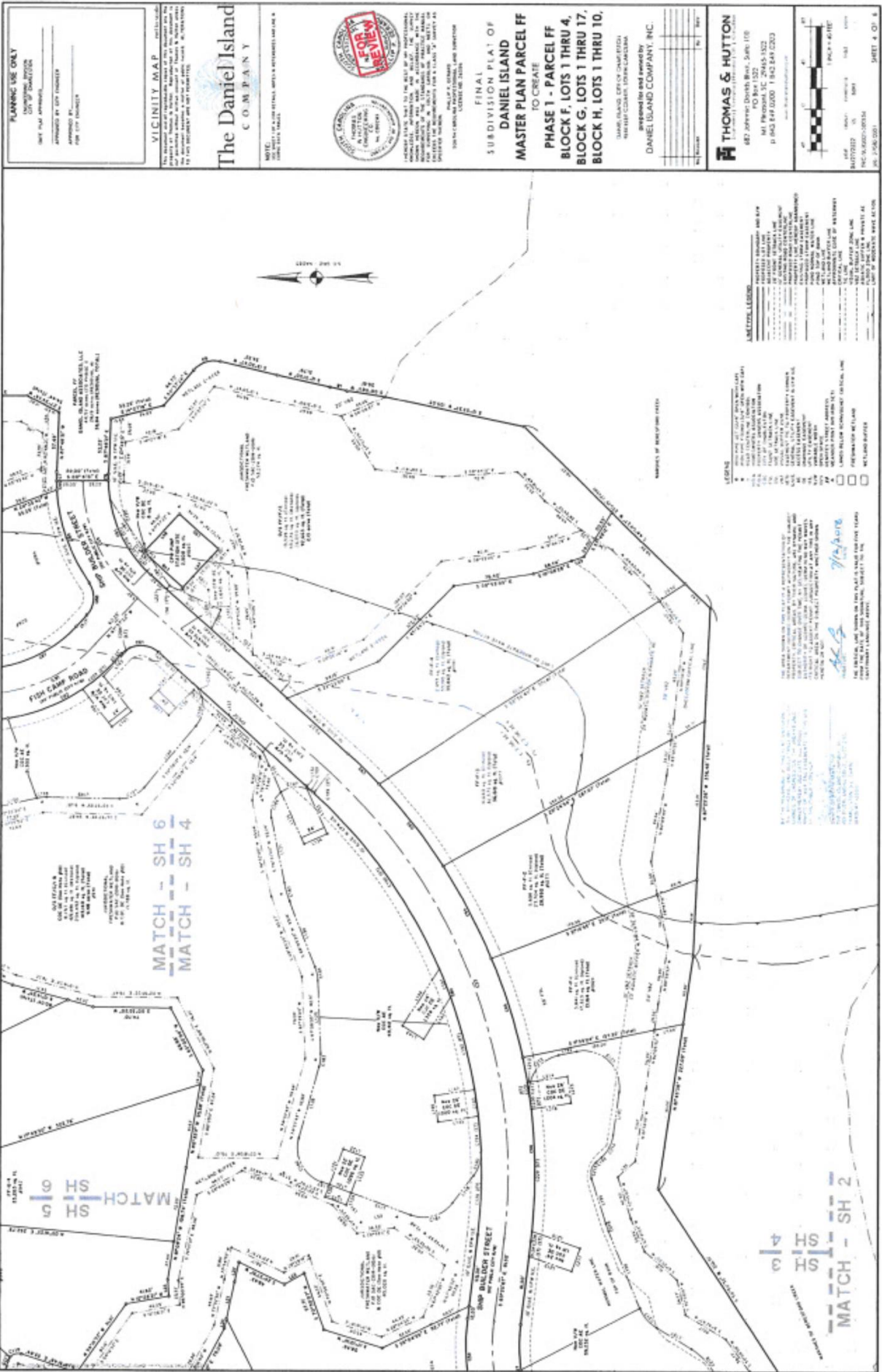
**LEGEND**  
1. SEE MAP FOR DETAILED INFORMATION.  
2. SEE MAP FOR DETAILED INFORMATION.

**THOMAS & HUTTON**  
485 Johnson Drive, Suite 100  
Atlanta, GA 30308  
Phone: 404.525.1322  
Fax: 404.525.1323

**THOMAS & HUTTON**  
485 Johnson Drive, Suite 100  
Atlanta, GA 30308  
Phone: 404.525.1322  
Fax: 404.525.1323

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Fax: 404.525.1323



**PLANNING USE ONLY**  
 SUBMITTAL REVIEW  
 CITY OF DANIEL ISLAND  
 APPROVED BY CITY ENGINEER  
 FOR CITY ENGINEER

**VICINITY MAP**  
 The Daniel Island Company  
 10000 Daniel Island Blvd., Suite 100  
 Daniel Island, SC 29518  
 (843) 441-1234

**NOTE:**  
 THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES.

**FOR REVIEW**  
 CITY OF DANIEL ISLAND  
 ENGINEER  
 10000 Daniel Island Blvd., Suite 100  
 Daniel Island, SC 29518  
 (843) 441-1234

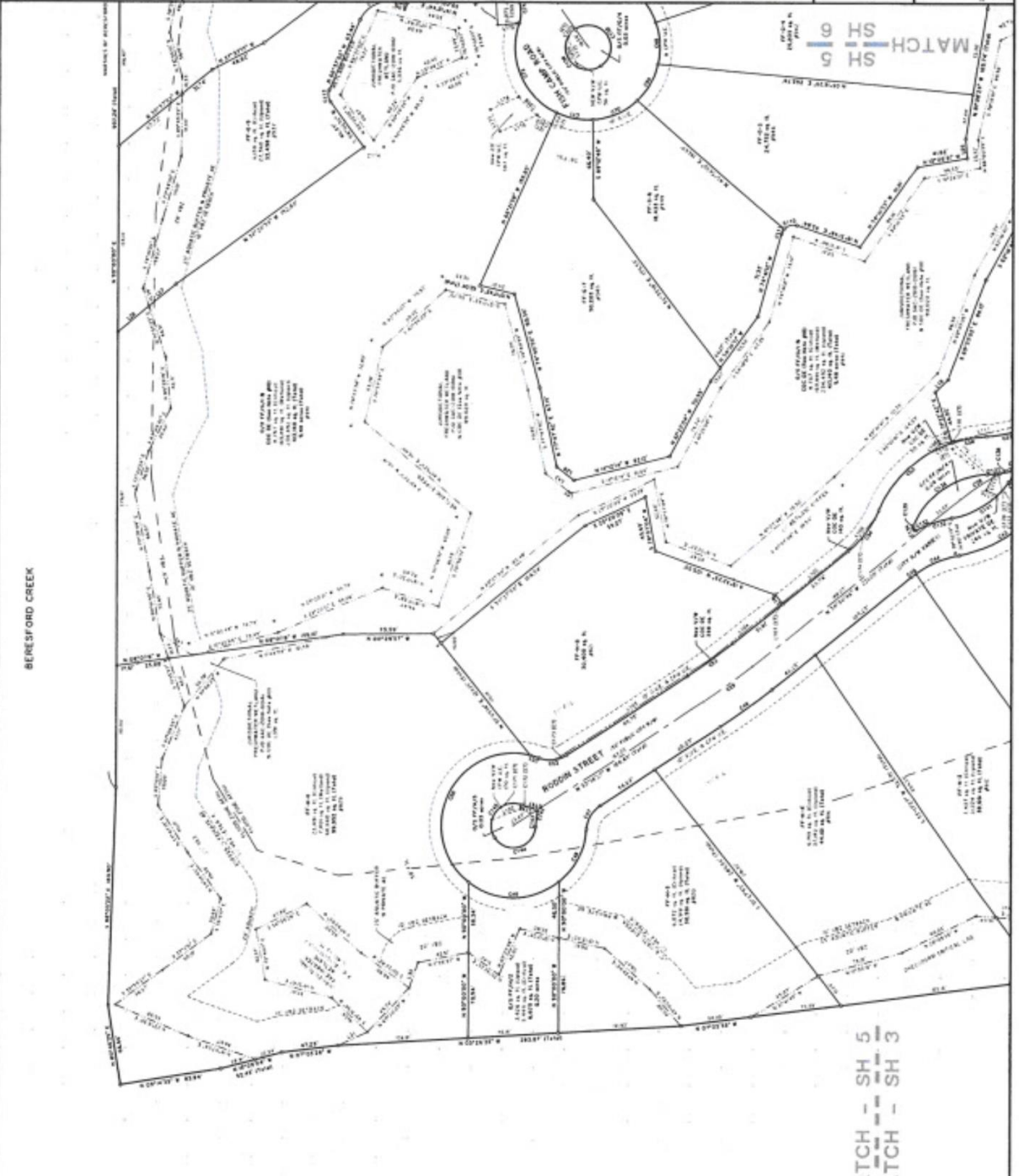
**FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL FF TO CREATE PHASE 1 - PARCEL FF BLOCK F, LOTS 1 THRU 4, BLOCK G, LOTS 1 THRU 17, BLOCK H, LOTS 1 THRU 10.**  
 Prepared for and owned by  
 DANIEL ISLAND COMPANY, INC.  
 10000 Daniel Island Blvd., Suite 100  
 Daniel Island, SC 29518  
 (843) 441-1234

**THOMAS & HUTTON**  
 487 Johnson Drive, Suite 100  
 PO Box 1522  
 Mt. Pleasant, SC 29552  
 (843) 441-1234

**LEGEND**  
 1. PROPERTY BOUNDARY AND NEW  
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**LEGEND**  
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THE AREA SHOWN ON THIS MAP IS A REPRESENTATION OF THE PROPOSED SUBDIVISION OF LAND. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION SHOWN HEREON IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION SHOWN HEREON IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION SHOWN HEREON IS NOT TO BE USED FOR ANY OTHER PURPOSE.



**PLANNING USE ONLY**  
 SUBDIVISION PLAT  
 CITY OF DANIEL ISLAND  
 APPROVED BY CITY ENGINEER  
 FOR CITY COMMISSIONER

**VICINITY MAP**  
 This map shows the location of the proposed subdivision in relation to the surrounding area. It includes the names of the adjacent streets and the location of the proposed subdivision. The map is intended to provide a general overview of the area and is not to be used for any other purpose.

**The Daniel Island Company**  
 1001-1003 DANIEL ISLAND ROAD, DANIEL ISLAND, SOUTH CAROLINA 29915  
 (803) 794-1000

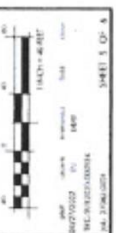


**NOTES:**  
 1. THE SUBDIVISION PLAT IS A REPRESENTATION OF THE PROPOSED SUBDIVISION OF LAND. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION SHOWN HEREON IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION SHOWN HEREON IS NOT TO BE USED FOR ANY OTHER PURPOSE.

**FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL FF TO CREATE PHASE 1 - PARCEL FF BLOCK F, LOTS 1 THRU 4, BLOCK G, LOTS 1 THRU 17, BLOCK H, LOTS 1 THRU 10.**  
 DANIEL ISLAND CITY OF CHARLESTON  
 PREPARED FOR AND OWNED BY  
 DANIEL ISLAND COMPANY, INC.

NO.	DATE	DESCRIPTION
1	10/1/2010	PREPARED FOR AND OWNED BY DANIEL ISLAND COMPANY, INC.
2	10/1/2010	APPROVED BY CITY ENGINEER FOR CITY COMMISSIONER

**THOMAS & HUTTON**  
 482 Zephyrus Drive, Suite 100  
 P.O. Box 1327  
 29513-1327  
 (803) 794-1000



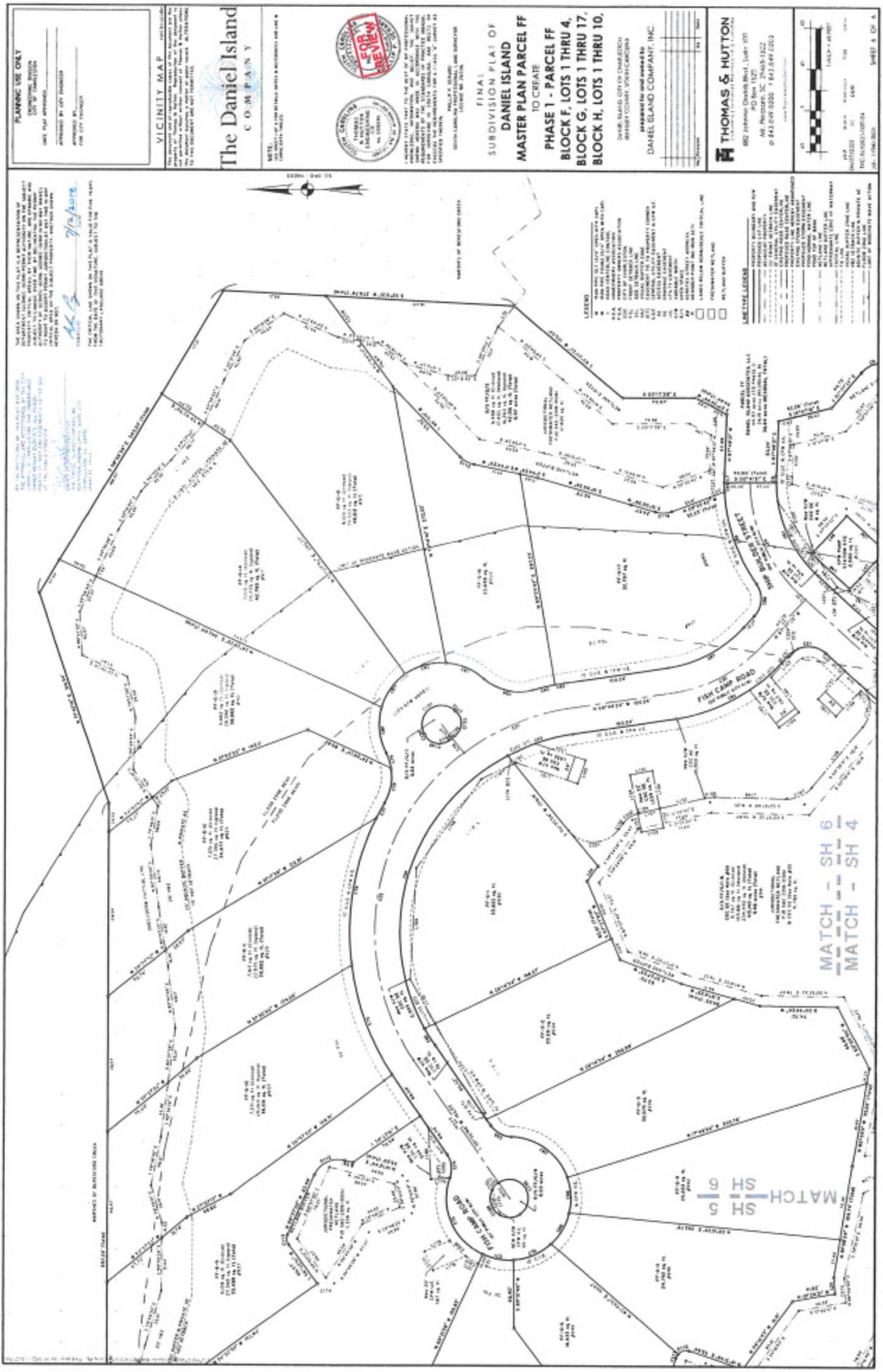
- LEGEND**
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**LEGEND**

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**MATCH - SH 5**  
**MATCH - SH 3**





**PLANNING USE ONLY**  
SUBDIVISION PLAT  
RECORDING  
CITY ENGINEER

**VICINITY MAP**  
The Daniel Island Company  
10000 Daniel Island Road  
Suite 100  
Daniel Island, SC 29518  
Phone: 843.449.1234  
Fax: 843.449.1235  
www.danielisland.com

**NOTE:**  
THIS MAP IS A PRELIMINARY PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON. THE DANIEL ISLAND COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

**THE DANIEL ISLAND COMPANY**  
10000 Daniel Island Road  
Suite 100  
Daniel Island, SC 29518  
Phone: 843.449.1234  
Fax: 843.449.1235  
www.danielisland.com

**FINAL**  
**SUBDIVISION PLAT OF**  
**DANIEL ISLAND**  
**MASTER PLAN PARCEL FF**  
**TO CREATE**  
**PHASE 1 - PARCEL FF**  
**BLOCK F, LOTS 1 THRU 4,**  
**BLOCK G, LOTS 1 THRU 17,**  
**BLOCK H, LOTS 1 THRU 10,**  
**DANIEL ISLAND, CITY OF CHARLESTON**  
**PREPARED BY AND SIGNED BY**  
**DANIEL ISLAND COMPANY, INC.**

**THOMAS & HUTTON**  
10000 Daniel Island Road  
Suite 100  
Daniel Island, SC 29518  
Phone: 843.449.1234  
Fax: 843.449.1235  
www.danielisland.com

**LEGEND**  
1. LOT LINES  
2. EASEMENTS  
3. RIGHT-OF-WAY LINES  
4. ADJACENT PARCELS  
5. ADJACENT ROADS  
6. ADJACENT UTILITIES  
7. ADJACENT WATERBODIES  
8. ADJACENT AIRPORTS  
9. ADJACENT MILITARY INSTALLATIONS  
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16. ADJACENT CULTURAL INSTALLATIONS  
17. ADJACENT HISTORICAL INSTALLATIONS  
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19. ADJACENT MAN-MADE INSTALLATIONS  
20. ADJACENT OTHER INSTALLATIONS

**LEGEND**  
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3. RIGHT-OF-WAY LINES  
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20. ADJACENT OTHER INSTALLATIONS

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## PUBLIC WORKS AND UTILITIES Staff Report

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**Committee Name:** PUBLIC WORKS AND UTILITIES

**Meeting Type:** REGULAR MEETING

**Meeting Date:** 5/8/2023

**Section:** STORMWATER  
MANAGEMENT DEPARTMENT  
UPDATE

**File Type:** ROUTINE

**From:** MATTHEW FOUNTAIN, DIRECTOR -  
STORMWATER

**Department:** STORMWATER  
MANAGEMENT

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**Subject/Item Title:**

Letter of Intent – USACE Brick Arches Rehabilitation

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**Summary/Background:**

Recommend Approval of the Letter of Intent with USACE for the City to act as a Local Sponsor of a \$5,000,000.00 appropriation request by USACE to rehabilitate brick arches in the City of Charleston for drainage improvement. If appropriated the City would be responsible for a 25% local match with 75% of the funding being provided by the Federal government.

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**Staff Recommendation:**

Staff Recommends Approval as the brick arch rehabilitation pilot project at Limehouse/Logan/Coming has been demonstrated to provide substantial drainage improvements while also significantly reducing the risk of sinkholes in areas where repair work has been accomplished.

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**Fiscal Analysis:**

If the funding is appropriated by the Federal government, the City would be responsible for a 25% cost match with cash or in-kind services for up to \$1,250,000.00. This funding would be allocated from the Drainage Fund.

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**Attachments:**

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# City of Charleston

JOHN J. TECKLENBURG

MAYOR

May 2, 2023

Lt. Col. Andrew Johannes, Commander and District Engineer  
U.S. Army Corps of Engineers, Charleston District  
69 Hagood Avenue  
Charleston, SC 29412

## Letter of Interest – Brick Arches Rehabilitation

Dear Lt. Col. Johannes:

The City of Charleston is willing and able to participate as the non-federal local Sponsor for a project in partnership with the U.S. Army Corps of Engineers (USACE), to cooperatively retrofit/rehabilitate the brick arch system in the City to reduce flooding on the Charleston peninsula. The intent would be to rehabilitate the arch system and retrofit it as stormwater conveyance infrastructure in order to drain areas with existing roadway and/or structural flooding.

The City has completed a pilot project demonstrating the viability of this approach and refining typical costs and engineering challenges associated with work on these assets. The arches are present in an area of the City that is densely developed in an urban condition with heavy utility presence in the limited public rights-of-way. This historic development pattern drastically limits available space to upgrade the older undersized drainage network. The impacts of sea level rise and intensifying storms continues to degrade the level of service to the system resulting in increased frequency, duration, and intensity of flooding. Those flood impacts can be partially mitigated with this project to rehabilitate the brick arch system and improve the level of service to drainage in the area.

The City of Charleston understands this work is eligible for a potential allocation of Federal funds provided through the annual Congressional appropriations process. If selected, the City intends to sign the Cost Sharing Agreement to initiate the project with the USACE. The City further understands that the appropriation, if made, would be for a \$5 million total project with a 25% City contribution provided in cash or by a combination of cash and in-kind non-monetary services and a 75% Federal contribution.

The City of Charleston is aware that this letter constitutes an expression of intent to initiate this project as described above. Work on the project cannot commence until it is included in the Administration's budget request, funds are appropriated by Congress, the Cost Sharing

Agreement is signed, and funds or in-kind contributions are made available by the City of Charleston.

Please contact Matthew Fountain at [fountainm@charleston-sc.gov](mailto:fountainm@charleston-sc.gov) if you have any questions regarding this letter. We look forward to collaborating with you on this project.

Most sincerely yours,

John J. Tecklenburg  
Mayor, City of Charleston

JJT/sms



**A RESOLUTION FOR THE ADOPTION OF THE FEMA-APPROVED  
2019 CHARLESTON REGIONAL HAZARD MITIGATION AND PROGRAM  
FOR PUBLIC INFORMATION PLAN BY CHARLESTON CITY COUNCIL**

**WHEREAS** the City of Charleston has experienced the effects of natural and man-made hazard events; and

**WHEREAS** the Charleston Regional Hazard Mitigation and Public Information Plan Committee has prepared a recommended *Charleston Regional Hazard Mitigation and Program for Public Information Plan*; and

**WHEREAS** the recommended *Charleston Regional Hazard Mitigation and Program for Public Information Plan* has been widely circulated for review by residents / business organizations / professional organizations of the unincorporated and incorporated areas of Charleston County, state, federal, regional and local government agencies and has been supported by those reviewers; and

**WHEREAS** the City of Charleston originally adopted the *Charleston Regional Hazard Mitigation Plan* in 1999 and readopted it in 2004, 2008, 2013, and 2018, and is required to adopt the amended version of this plan on a five-year cycle for the County to remain eligible for certain Federal programs in which the City of Charleston participates, and

**NOW THEREFORE** be it resolved that

1. The *Charleston Regional Hazard Mitigation and Program for Public Information Plan* is hereby adopted as an official plan of the City of Charleston, and
2. The Charleston Regional Hazard Mitigation and Public Information Plan Committee is recognized as a continuing entity charged with reviewing, maintaining in accordance with Community Rating System, Flood Mitigation Assistance, Disaster Mitigation Act and Program for Public Information requirements, and periodically reporting on the progress

towards and revisions to the plan to the City Council of Charleston

Effective this \_\_\_\_ Day of \_\_\_\_, 2023

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John J. Tecklenburg, Mayor  
City of Charleston





Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

TO AMEND CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) BY ADDING A NEW DEFINITION TO SECTION 54-120 OF PART 3 OF ARTICLE 1 AND A NEW SUBSECTION TO SECTION 54-207 OF PART 2 OF ARTICLE 2.

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

Section 1. Section 54-120 of Part 3, Article 1, Chapter 54 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike through~~ after "Commercial Timber Operation."

### Sec. 54-120.

Commercial Vehicles. Limousines, as defined in City of Charleston Code Section 31-36; flatbed trucks, defined as a truck that carries a flat trailer which is used to transport oversized and/or oddly shaped cargo or a vehicle with a flat load-carrying area; dump trucks; tow trucks; transport wreckers; tandem axle trucks; cab-on-chassis trucks; tractor trailers; truck tractors without a trailer; wheeled attachments or trailers for any of the vehicles listed in this definition; buses; earth-moving machinery; semi-trailers; any vehicle over 20 feet in length, or seven feet in height, or seven feet in width; any vehicle with more than six wheels or two axles; or any vehicle that weighs more than 14,000 pounds.

Section 2. Section 54-207 of Part 2, Article 2, Chapter 54 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike-through~~.

w. Commercial Vehicles.

1. Parking or storage of commercial vehicles shall only be permitted in the C, RO, LB, and GB districts as a conditional use upon the following conditions:

- (a) The commercial vehicle is used by the resident of the subject property; or
- (b) Permission of the property owner/lessor/lessee is evidenced by written authorization placed in the windshield of the commercial vehicle displaying the names and telephone numbers of the property owner/lessor/lessee and the commercial vehicle operator, and the dates of the authorization which shall not exceed 48 consecutive hours; or
- (c) Such parking or storage is deemed necessary for public safety, or otherwise authorized by, the City of Charleston.

2. No sleeping in a commercial vehicle overnight shall be allowed in the C, RO, LB, and GB districts.

3. The vehicle operator and/or the property owner/lessor/lessee where the commercial vehicle is stored or parked shall be subject to penalties for violations of this section.

4. Concurrently with the zoning administrator's enforcement remedies under this chapter, the livability division shall be authorized to enforce this section and seek remedies under section 1-16 of the City of Charleston Code.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_ in  
the year of Our Lord, 2023, in the \_\_\_\_ Year of the  
Independence of the United States of America.

By: \_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST: By: \_\_\_\_\_  
Jennifer Cook  
Clerk of Council

## TRAFFIC AND TRANSPORTATION Staff Report

**Committee Name:** TRAFFIC AND  
TRANSPORTATION

**Meeting Type:** REGULAR MEETING  
2 26

**Meeting Date:** 5/9/2023

**Section:** NEW BUSINESS

**File Type:** ROUTINE

**From:** ALICE B RAVENEL,

**Department:** TRAFFIC AND  
TRANSPORTATION

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**Subject/Item Title:**

Authorization for the Mayor to execute an Intergovernmental Agreement with the County of Charleston regarding Highway 17 Intersection improvements – Julia Copeland

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**Summary/Background:**

N/A

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**Staff Recommendation:**

N/A

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**Fiscal Analysis:**

N/A

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**Attachments:**

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STATE OF SOUTH CAROLINA)  
COUNTY OF CHARLESTON )

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (herein the “Agreement”) is made this \_\_\_\_ day of May, 2023, by and between the County of Charleston, a public body corporate and politic, (herein the “County”) and the City of Charleston (herein the “City”) (“Party” as to each, collectively the “Parties”).

Whereas, the “Savannah Highway Capacity and Intersection Improvements” project is a County Transportation Sales Tax (TST) project requested by the City and approved by referendum, and managed by the County’s Department of Public Works (herein the “Project”); and

Whereas, as part of the Project, all intersections along the Savannah Highway corridor between Savage Road and Nicholson Street were evaluated; and

Whereas, seven intersections were identified for proposed improvements that meet the goals of the Project, and three of the seven identified intersections were removed from the Project as they will be improved as part of a separate project; and

Whereas, the four remaining intersections proposed for improvements as part of the Project include: Dupont Road/Stinson Drive, Wappoo Road, Magnolia Road, and Avondale Avenue/Nicholson Street; and

Whereas, proposed improvements between the Magnolia Road and Avondale Avenue/Nicholson Street intersections are referred to as the Avondale area improvements, and includes the realignment of Avondale Avenue; and

Whereas, the construction of the Avondale area improvements has always contemplated the City acquiring the properties identified as TMS 418-14-00-042, TMS 418-14-00-056 and TMS 418-14-00-181, abandoning the existing Avondale Avenue right-of-way from Riverdale Drive to Savannah Highway, and dedicating the necessary right-of-way to construct the realignment of Avondale Avenue; and

Whereas, the City shall acquire the properties and dedicate the right-of-way at no cost to the County, and the County shall design and construct the Project within the right-of-way with the use of County TST funds (herein the “Funds”); and

Whereas, this Agreement is executed to memorialize the current responsibilities of the City and County with respect to the Project.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, incorporated herein, and the mutual covenants and promises contained in this Agreement, the County and City agree as follows:

Section 1. TERM AND TERMINATION

- a. The effective date of this Agreement is the date of the execution by the Parties hereto and shall terminate upon completion of the Project unless terminated earlier pursuant to the terms of the Agreement.
- b. Either Party may terminate this Agreement for any reason with thirty (30) days written notice to the address set for below.
  - i. In the event the County terminates this Agreement for no cause prior to the City acquiring portions of TMS#: 418-14-00-042, 418-14-00-056 and 418-14-00-181, the County will be responsible for all fees and costs incurred by the City for the purpose of these intersection improvements.
  - ii. In the event the County terminates this Agreement for no cause after the City acquires portions of TMS#: 418-14-00-042, 418-14-00-056 and 418-14-00-181, the County will be responsible for fifty-percent (50%) of the fees and costs associated with the acquisition for the purpose of these improvements, and City shall remain the titled owner of the properties.

Section 2. AS TO THE CITY

- a. The City will acquire the necessary properties in order to grant gratis right-of-way for the realignment of Avondale Avenue as shown in Exhibit A. This shall be completed on or before December 31, 2023. Should the City require additional time to acquire the properties, the City may request the County grant an extension of the deadline.. Such request shall not be unreasonably denied.
- b. Upon satisfaction of Chapter 28, Section 28-1 of the City of Charleston Code of Ordinances, the City shall assume maintenance of the realigned section of Avondale Avenue. Any liability which occurs due to acts or omissions during maintenance is not the responsibility of the County.

Section 3. AS TO THE COUNTY

- a. The County agrees to design and construct the Project to completion in accordance with approved and permitted plans and subject to all City permitting requirements, if required.
- b. The County agrees to participate in community outreach and use best efforts to incorporate community input in its design as it relates to pedestrian safety.
- c. The County shall move forward with final design, permitting and construction of the Dupont/Stinson intersection improvements and Wappoo Road intersection improvements. The Avondale area improvements final design, permitting and construction shall commence once the City has obtained the necessary right-of-way for the improvements.



- d. The County shall be solely responsible for construction oversight of the Project, including inspecting the work to assure its conformance to the construction documents; however, the City Director of Traffic and Transportation or his designee shall be included in all written communications.

#### Section 4. AS TO THE COUNTY AND CITY

- a. The County and the City agree to work together in the design and development of construction documents for the Project. The City shall periodically update the County of the status of the property acquisitions and right-of-way dedication required for the Avondale area improvements.
- b. The County and City agree to work cooperatively in having the Project fully designed, permitted and constructed to include being co-applicants on permits, if necessary, and attending Project meetings, as required.

#### Section 5. LIABILITY

The South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-10 (1986), governs all tort claims against governmental entities and is the exclusive civil remedy available in an action against a governmental entity or its employees. Each Party shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in its performance of the terms and conditions of this Agreement. It is further agreed, the County shall not be liable for any claims, demands, expenses, liabilities, or losses (including reasonable attorney's fees) which may arise out of any acts or failure to act by the City, its employees or agents, in connection with the future maintenance of the realigned roadways.

#### Section 6. 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 7. SEVERABILITY

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, such offending section shall be void and of no effect and shall not render any other section herein, or this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration of this Agreement shall be deemed to survive.

#### Section 8. MODIFICATION

The County and City may modify this Agreement in writing upon mutual consent. This Agreement shall not be assignable by either Party without express, written consent of the other Party.

#### Section 9. 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:

For the County: Charleston County Public Works  
4045 Bridge View Drive, Suite B-309  
North Charleston, SC 29405  
Attention: Sunshine Trakas, Project Manager

For the City: City of Charleston  
180 Lockwood Blvd.  
Charleston, SC 29403  
Attention: Robbie Somerville, Director of Traffic and  
Transportation

#### Section 10. CONTROLLING LAW

This Agreement shall be governed by the laws of the State of South Carolina. Any litigation arising under this Agreement shall be litigated only in a nonjury proceeding in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year as  
aforewritten.

WITNESS:

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

CITY OF CHARLESTON

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

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

COUNTY OF CHARLESTON

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

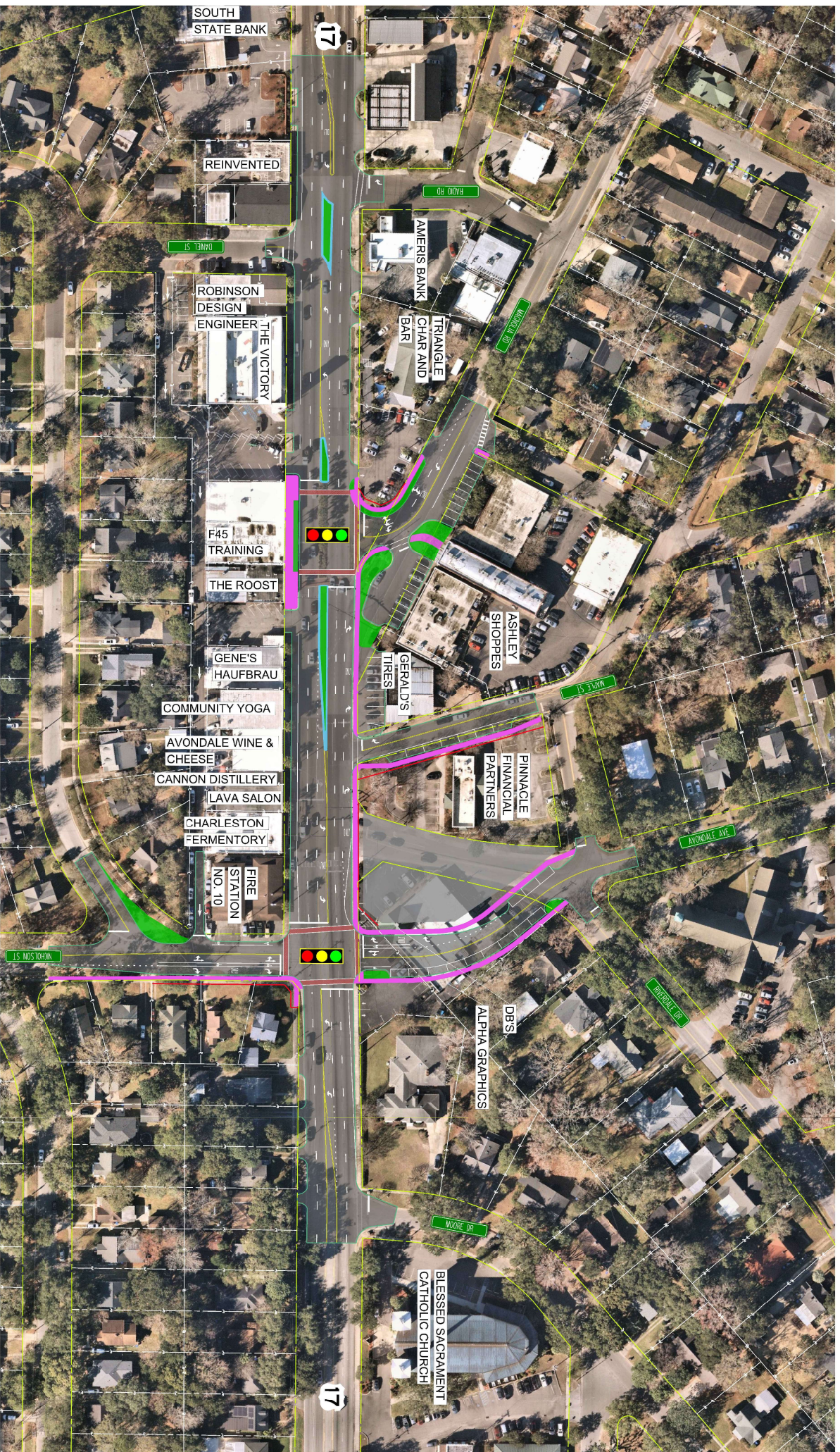
**EXHIBIT A**

(Drawing of proposed Avondale area improvements)



EXHIBIT A: PROPOSED AVONDALE AREA IMPROVEMENTS

2/4/2022



LEGEND

- PAYMENT
- PROPOSED CONCRETE MEDIAN
- EXISTING ROW
- PROPOSED CONCRETE MEDIAN
- PROPERTY LINE
- TRAFFIC SIGNAL
- GREEN SPACE
- PROPOSED ROW

SCALE IN FEET

0 50 100 200



Charleston County



**COMMITTEE / COUNCIL AGENDA****TO:** John J. Tecklenburg, Mayor**FROM:** Robert Somerville **DEPT.** Traffic and Transportation**SUBJECT:** Traffic Calming Devices**REQUEST:** Approval to establish a contract for traffic calming devices with Asphalt Concepts, PO Box 2503, Mt Pleasant, SC 29405 Solicitation #23-B004R**COMMITTEE OF COUNCIL:** Ways and Means **DATE:** 5/9/2023**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Traffic &amp; Transportation</b>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Procurement</b>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**AMOUNT:** \$149,040.00**FUNDING:** Was funding previously approved?If yes, provide the following: Dept./Div.: **230000** Account #: 52972Balance in Account: \$135,172.00 Amount needed for this item: **\$149,040.00****MATCH:** Is a match required?**Does this document need to be recorded at the RMC's Office?** No**NEED:** Traffic Calming Device Contract**CFO's Signature:** \_\_\_\_\_**FISCAL IMPACT:** This is a not to exceed contract. Services will only be used to the amount that budgeted funds exists.**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 )  
COUNTY OF CHARLESTON )

**AGREEMENT BETWEEN THE CITY OF CHARLESTON  
AND ASPHALT CONCEPTS, LLC FOR  
TRAFFIC CALMING DEVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and Asphalt Concepts, LLC (hereinafter referred to as the “Contractor”).

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

## **§1. SCOPE OF SERVICES**

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Traffic Calming Devices in accordance with Solicitation #23-B004R. All attachments and exhibits, including Exhibits A, B, C, and D listed below, shall be incorporated herein:

In the event of any conflict between the contract documents, the following order of control shall prevail: the Agreement between City and Contractor, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

Exhibit A: Solicitation #23-B004R (the “Invitation for Bid”)  
Exhibit B: Addenda to Solicitation  
Exhibit C: Insurance Requirements  
Exhibit D: Contractor’s Proposal & Contractor’s Cost Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.
2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.
3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.



4. The Contractor shall bill only for work according to Exhibit A, Exhibit B, and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.
5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

## **§2. CONTRACT TERM**

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

## **§3. COMPENSATION AND PAYMENT TERMS**

This Agreement authorizes payments not to exceed \$149,040.00 (One Hundred Forty-Nine Thousand Forty Dollars and Zero Cents) to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

## **§4. WARRANTIES AND REPRESENTATIONS**

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

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

## **§5. SUBCONTRACTORS**

- A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.
- B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.
- C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
- D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.
- E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

## **§6. INDEMNIFICATION**

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent

contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

#### **§7. INSURANCE REQUIREMENTS**

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

#### **§8. GRATUITIES AND KICKBACKS**

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

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

#### **§9. TERMINATION**

**For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

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

**§10. ASSIGNMENT**

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

**§11. NOTICES**

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

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

To:  
Asphalt Concepts  
Paul Garwych  
Owner  
PO Box 2503  
Mt. Pleasant, SC 29405

With copies to:

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

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

**§12. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

**§13. ENTIRE AGREEMENT**

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

**§14. GOVERNING LAWS**

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

#### **§15. LICENSE AND PERMITS**

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

#### **§16. PUBLICITY RELEASES**

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

#### **§17. INDEPENDENT CONTRACTOR**

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

#### **§18. SEVERABILITY**

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

#### **§19. WAIVER OF CONTRACTUAL RIGHTS**

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

#### **§20. COMPLIANCE WITH LEGAL REQUIREMENTS**

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with

any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

#### **§21. BACKGROUND CHECK**

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

#### **§22. SC STATE AND LOCAL TAX**

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

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

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

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

#### **§23. NONDISCRIMINATION**

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



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

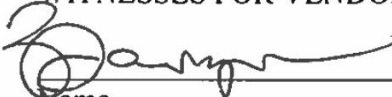
WITNESSES FOR THE CITY:

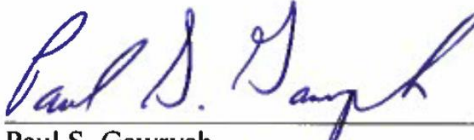
\_\_\_\_\_  
Date: \_\_\_\_\_

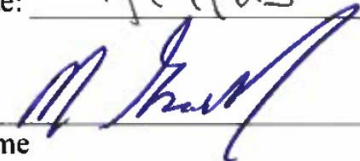
\_\_\_\_\_  
John J. Tecklenburg  
Owner  
Date: \_\_\_\_\_

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

WITNESSES FOR VENDOR:

  
\_\_\_\_\_  
Name  
Date: 4/17/23

  
\_\_\_\_\_  
Paul S. Gawrych  
Owner  
Date: 4/17/23

  
\_\_\_\_\_  
Name  
Date: 4-17-23



## EXHIBIT A

The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
[www.charleston-sc.gov](http://www.charleston-sc.gov)

<b>Bid Number:</b> 23-B004R		<b>Bids will be received until:</b> March 7, 2023 @ 1:00pm	
<b>Bid Title:</b> Traffic Calming Devices			
<b>Mailing Date:</b> February 10, 2023		<b>Direct Inquiries to:</b> Robin B. Robinson	
<b>Vendor Name:</b>		<b>FEIN/SS#:</b>	
<b>Vendor Address:</b>			
<b>City – State – Zip:</b>			
<b>Telephone Number:</b>		<b>Fax Number:</b>	
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.			
<b>Authorized Signature:</b> _____		<b>Title:</b> _____	
<b>Date:</b> _____			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must be included with bid submission.</b>			

### IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Traffic Calming Devices**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to **Robin B. Robinson** in writing no later than **12:00pm on February 22, 2022**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson** at [robinsonr@charleston-sc.gov](mailto:robinsonr@charleston-sc.gov).

<b>Bid Number:</b> 23-B004R	<b>Bids will be received until:</b> March 7, 2023 @ 1:00pm
<b>Bid Title:</b> Traffic Calming Devices	
<b>Mailing Date:</b> February 10, 2023	<b>Direct Inquiries to:</b> Robin B. Robinson

### **CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

\_\_\_\_\_  
Company Name  
As registered with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll-Free Number (if available)

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Federal Tax ID (FEIN)/SS Number

\_\_\_\_\_  
SC Sales Tax Number

**Minority or Women-Owned Business:**

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes      ☐ No

If so, please provide a copy of your certificate with your response.

### **NO BID RESPONSE FORM**

<b>Bid Number:</b> 23-B004R <b>Bids will be received until:</b> March 7, 2023 @ 1:00pm	
<b>Bid Title:</b> Traffic Calming Devices	
<b>Mailing Date:</b> February 10, 2023 <b>Direct Inquiries to:</b> Robin B. Robinson	
<b>Vendor Name:</b>	<b>FEIN/SS#:</b>
<b>Vendor Address:</b>	
<b>City – State – Zip:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Minority or Women Owned Business:</b> <small>Are you a certified Minority or Women-Owned business in the State of South Carolina?      <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.</small>	
<b>Authorized Signature:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	
<small>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must sent in if not sending in a submission.</b></small>	

To submit a “No Bid” response for this project, this form must be completed for your company to remain on our Bidder’s list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder’s list.

---

Please check statement(s) applicable to your “No Bid” response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me \_\_\_\_\_ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than \$30,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: \_\_\_\_\_

CHARLESTON STREET ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name)

Sworn to and subscribed before me at \_\_\_\_\_,  
State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(SEAL)  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



## **MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms**

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site [www.charleston-sc.gov](http://www.charleston-sc.gov) under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, [jordanr@charleston-sc.gov](mailto:jordanr@charleston-sc.gov).

### **COMPLIANCE REQUIREMENTS:**

- I. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.
  - ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**
  - AND**
  - ☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**
  - OR**
  - ☐ **Affidavit C – *Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness



**AFFIDAVIT A**  
**Page 1 of 2**

**City of Charleston, South Carolina Listing of the Good Faith Effort**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")*

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## AFFIDAVIT A

Page 2 of 2

### City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts (Use as many sheets as necessary)

I, \_\_\_\_\_, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<b>1. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>2. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>3. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>4. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Title: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Seal:

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

Address: \_\_\_\_\_

## AFFIDAVIT B

### City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of \_\_\_\_\_, I hereby certify that on the  
(Name of Bidder)

\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_  
(Project Name)

I will make a good faith effort to expend a minimum of \_\_\_\_\_% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: \_\_\_\_\_ % \$ \_\_\_\_\_

\* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**);  
Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Seal:

Print Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

## AFFIDAVIT C

### City of Charleston, South Carolina Intent to Perform Contract with Own Workforce

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Seal:

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

## **INSURANCE REQUIREMENTS**

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
  - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
  - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
  - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
  - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
  - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

- E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.
- F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.



- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

## References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____

Vendor: \_\_\_\_\_

**Bid #23-B004R: Traffic Calming Devices / Speed Humps**

Description	Unit Price
14' X 24' SCDOT Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings and two (2) sets of W17-1 signs with W13-1P plaques at the speed hump. No pavement texture (street print).	
14' X 24' SCDOT Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings. No pavement texture (street print).	
12' X 24' City Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings and two (2) sets of W17-1 signs with W13-1P plaques at the speed hump. No pavement texture (street print).	
12'X24' City Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings. No pavement texture (street print).	
22' X 24' SCDOT Standard Raised Crosswalk with two MUTCD Figure 3B-30 compliant pavement markings, a thermoplastic high visibility City Standard ladder crosswalk, two (2) sets of MUTCD W11-2 signs with W16-7P plaques at the raised crosswalk, and two (2) sets of MUTCD W17-1 signs with W13-1P signs in advance of the crosswalk. No pavement texture (street print).	
22' X 24' SCDOT Standard Raised Crosswalk with two MUTCD Figure 3B-30 compliant pavement markings and a thermoplastic high visibility City Standard ladder crosswalk. No pavement texture (street print).	
City staff will identify the location for placement of the traffic calming device and any applicable signs prior to commencement of work.	
<p><i>*The City estimates that 20 – 25 may be purchased per year. The quantities may be less or more per year depending on the needs of the City.</i></p>	

## **General Information**

The City of Charleston, South Carolina is soliciting vendors for the **Traffic Calming Devices**. **The Vendor must provide detailed information of product/service they are bidding.**

### **Procurement Process**

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

### **Questions**

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: [robinsonr@charleston-sc.gov](mailto:robinsonr@charleston-sc.gov). Written Questions may also be faxed to: 843-720-3872. All questions must be received before 12:00pm on February 22, 2023.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

### **Oral Statements**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

### **Contractor Solely Responsible for Performance**

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

### **Disqualification of Bidders**

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

### **Suspension and Debarment**

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

#### **Contract Negotiations**

The City will make award to the responsible and responsive vendor. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

#### **Contract Terms**

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

#### **Vendor's Duty to Inspect and Advise and Declare All Costs**

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

#### **Receipt of Bids**

Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (**March 7, 2023 @ 1:00pm**) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

#### **Number of Bids to be Submitted**

Each Vendor must submit one (1) **Unbound** Original (please use a paper clip or binder clip). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note "**Original**" on the original bid.

#### **Required Forms and Signature Pages**

Vendors should include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

#### **Bid Format**

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies



shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

- a) All bids should be clearly marked **“23-B004R Traffic Calming Devices”** and **submitted in a sealed envelope.**
- b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
- c) Proposals **must be received in the City’s Procurement Office no later than 1:00pm on March 7, 2023. Late proposals will not be accepted for any reason.**
- d) **No more than one bid may be submitted by any Vendor.**
- e) The bid must be signed by an official authorized to contractually bind the Vendor.
- f) All forms from this solicitation requiring signature must be included in the bid.

#### **References/Experiences**

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

#### **Confidentiality**

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

#### **Term of Contract**

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

#### **Basis for Award**

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder’s physical premises prior to award to satisfy questions regarding the Bidder's capabilities.



## **INSTRUCTIONS TO BIDDERS**

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

**All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.**

2. Bidders must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.
8. All Proposals shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: [www.charleston-sc.gov](http://www.charleston-sc.gov), then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.
15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

- A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Proposal represents that:

- A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of a Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.



19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, [www.charleston-sc.gov](http://www.charleston-sc.gov). All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award to more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Charleston.
- F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.



32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.
- B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by

the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.



47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL BIDDERS

Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at <http://charleston-sc.gov/index.aspx?nid=246>. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.



54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

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

## **Vendor's Checklist**

1. Did you provide required information and sign the front page of the solicitation?  
\_\_\_\_ Yes \_\_\_\_ No
2. Did you sign the Certificate of Familiarity form?  
\_\_\_\_ Yes \_\_\_\_ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?  
\_\_\_\_ Yes \_\_\_\_ No
4. Did you sign the applicable Affidavit?  
\_\_\_\_ Yes \_\_\_\_ No
5. Did you mark your "Original" Bid and provide the required # of copies?  
\_\_\_\_ Yes \_\_\_\_ No
6. Did you complete and include all pricing sheets?  
\_\_\_\_ Yes \_\_\_\_ No
7. Did you include the required references?  
\_\_\_\_ Yes \_\_\_\_ No
8. Did you provide a copy of insurance and all other documentation requested?  
\_\_\_\_ Yes \_\_\_\_ No
9. Did you include and sign any addenda?  
\_\_\_\_ Yes \_\_\_\_ No
10. Did you double check to make sure you have included everything that is requested?  
\_\_\_\_ Yes \_\_\_\_ No

**If you have any concerns, please do not wait until after opening to raise them. At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the bid carefully.**

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.

## EXHIBIT B

### *City of Charleston*

#### *Procurement Division*

75 Calhoun Street, Suite 3500

Charleston, SC 29401



### ADDENDUM #1 Q&A

T: (843) 724-7314

F: (843) 720-3872

**DATE:** February 24, 2023

**TO:** All Bidders

**FROM:** Robin B. Robinson

**RE:** 23-B004R – Traffic Calming Devices

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This addendum #1 to the solicitation is being made for the following reasons:

**Q-1 Will you be accepting bids for rubber products as well?**

**A-1** No, we are only accepting bids for the traffic calming devices constructed from asphalt in accordance with SCDOT and City of Charleston specifications listed in the Invitation for Bid.

**Q-2 We don't do the installation. Would we still be able to submit a bid for the cost of the traffic calming devices only with no installation?**

**A-2** No, the bid must include installation of the traffic calming devices.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

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Signature of Acknowledgement

---

Date

---

Company Name

# EXHIBIT C

## **INSURANCE REQUIREMENTS**

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
  - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
  - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
  - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
  - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
  - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:



- (a) to be excess insurance over any project professional liability policy, and
- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

## **EXHIBIT D**

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The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
[www.charleston-sc.gov](http://www.charleston-sc.gov)

<b>Bid Number:</b> 23-B004R		<b>Bids will be received until:</b> March 7, 2023 @ 1:00pm	
<b>Bid Title:</b> Traffic Calming Devices			
<b>Mailing Date:</b> February 10, 2023		<b>Direct Inquiries to:</b> Robin B. Robinson	
<b>Vendor Name:</b> Asphalt Concepts		<b>FEIN/SS#:</b> 20-0703551	
<b>Vendor Address:</b> PO Box 2503			
<b>City - State - Zip:</b> Mt. Pleasant SC 29465			
<b>Telephone Number:</b> 843-303-0118		<b>Fax Number:</b> 843-971-1687	
<b>Minority or Women Owned Business:</b>			
Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If so, please provide a copy of your certificate with your response			
<b>Authorized Signature:</b> [Signature]		<b>Title:</b> OWNER	
<b>Date:</b> 2/2/23			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must be included with bid submission.</b>			

### IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Traffic Calming Devices**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to **Robin B. Robinson** in writing no later than **12:00pm on February 22, 2022**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson** at [robinsonr@charleston-sc.gov](mailto:robinsonr@charleston-sc.gov).



<b>Bid Number:</b> 23-B004R	<b>Bids will be received until:</b> March 7, 2023 @ 1:00pm
<b>Bid Title:</b> Traffic Calming Devices	
<b>Mailing Date:</b> February 10, 2023	<b>Direct Inquiries to:</b> Robin B. Robinson

### **CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

<u>Asphalt Concepts, LLC</u> Company Name As registered with the IRS <u>PO Box 2503</u> Correspondence Address <u>Mt. Pleasant, SC 29465</u> City, State, Zip <u>paul.gawrych@gmail.com</u> Email Address <u>N/A</u> Toll-Free Number (if available) <u>Same</u> Remittance Address <u>Same</u> City, State, Zip	<u>Paul S. Gawrych</u> Authorized Signature <u>Paul S. Gawrych</u> Printed Name <u>OWNER</u> Title <u>843-303-0118</u> Telephone Number <u>843-971-1687</u> Fax Number <u>3/2/23</u> Date <u>20 070 3551</u> Federal Tax ID (FEIN)/SS Number <u>N/A</u> SC Sales Tax Number
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**Minority or Women-Owned Business:**

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes      ☒ No

If so, please provide a copy of your certificate with your response.



## MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site [www.charleston-sc.gov](http://www.charleston-sc.gov) under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, [jordanr@charleston-sc.gov](mailto:jordanr@charleston-sc.gov).

### COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

☐ Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

OR

☒ Affidavit C - *Intent to Perform Contract with Own Workforce*, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company:

Asphalt Concepts, LLC

Signature

Paul S. Dargatzis

Date

3/2/23

Print Name

Paul S. Dargatzis

Title

OWNER

Witness

[Signature]

**AFFIDAVIT C**

**City of Charleston, South Carolina  
Intent to Perform Contract with Own Workforce**

Affidavit of Asphalt Concepts, LLC  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Traffic Calming Devices contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 3/1/23 Name of Authorized Officer (Print/Type): Paul S. GAWRYCH  
Signature: Paul S. Gawrych  
Title: OWNER

Sworn to before me this 1 day of March, 2023  
Notary Public for the State of SC  
My Commission Expires: Dec 14 2031  
Print Name: Joe Gawrych  
Phone Number: 843 487 1209  
Address: 490 Menzies Blvd  
McClellanville SC  
29458

Notary Seal:



## References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: <u>Chris Davis / Sanders Brothers</u>
Address: <u>1990 Hurley St</u> <u>Charleston, SC 29406</u>
Phone/Fax: <u>843-744-4261</u>
Email: <u>Chris@sandersbrothers.com</u>

Name: <u>Mark Hyton / Gulfstream Const.</u>
Address: <u>1982 Technology Dr</u> <u>Charleston, SC 29492</u>
Phone/Fax: <u>843-572-4343</u>
Email: <u>MHyton@gulfstreamconstruction.com</u>

Name: <u>Fred Anderson / JH Hiers</u>
Address: <u>715 Green Pond Hwy</u> <u>Walterboro SC</u>
Phone/Fax: <u>843-379-3262 29488</u>
Email: <u>Fred@jhhiers.com</u>

Name: <u>Trey Banks / Banks Construction</u>
Address: <u>4902 Banks Road</u> <u>N. Charleston, SC 29418</u>
Phone/Fax: <u>843-744-8261</u>
Email: <u>Trey.Banks@banksconstruction.com</u>

Name: _____
Address: _____ _____
Phone/Fax: _____
Email: _____

**City of Charleston**  
**Procurement Division**  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401



**ADDENDUM #1 Q&A**

T: (843) 724-7314  
F: (843) 720-3872

**DATE:** February 24, 2023  
**TO:** All Bidders  
**FROM:** Robin B. Robinson  
**RE:** 23-B004R – Traffic Calming Devices

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This addendum #1 to the solicitation is being made for the following reasons:


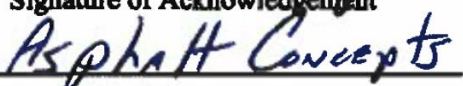
**Q-1 Will you be accepting bids for rubber products as well?**

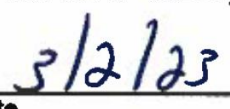
**A-1** No, we are only accepting bids for the traffic calming devices constructed from asphalt in accordance with SCDOT and City of Charleston specifications listed in the Invitation for Bid.

**Q-2 We don't do the installation. Would we still be able to submit a bid for the cost of the traffic calming devices only with no installation?**

**A-2** No, the bid must include installation of the traffic calming devices.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

  
Signature of Acknowledgement  
  
Company Name

  
Date

Vendor: Asphalt Concepts LLC

**Bid #23-B004R: Traffic Calming Devices / Speed Humps**

Description	Unit Price
14' X 24' SCDOT Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings and two (2) sets of W17-1 signs with W13-1P plaques at the speed hump. No pavement texture (street print).	6750.00
14' X 24' SCDOT Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings. No pavement texture (street print).	6250.00
12' X 24' City Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings and two (2) sets of W17-1 signs with W13-1P plaques at the speed hump. No pavement texture (street print).	5950.00
12'X24' City Standard Parabolic Speed Hump with two (2) MUTCD Figure 3B-29 compliant thermoplastic pavement markings. No pavement texture (street print).	5550.00
22' X 24' SCDOT Standard Raised Crosswalk with two MUTCD Figure 3B-30 compliant pavement markings, a thermoplastic high visibility City Standard ladder crosswalk, two (2) sets of MUTCD W11-2 signs with W16-7P plaques at the raised crosswalk, and two (2) sets of MUTCD W17-1 signs with W13-1P signs in advance of the crosswalk. No pavement texture (street print).	9250.00
22' X 24' SCDOT Standard Raised Crosswalk with two MUTCD Figure 3B-30 compliant pavement markings and a thermoplastic high visibility City Standard ladder crosswalk. No pavement texture (street print).	8950.00
City staff will identify the location for placement of the traffic calming device and any applicable signs prior to commencement of work.	
<i>*The City estimates that 20 – 25 may be purchased per year. The quantities may be less or more per year depending on the needs of the City.</i>	



**MODIFICATION NUMBER 2  
 TO THE  
 AGREEMENT BETWEEN  
 THE SOUTH CAROLINA  
 DEPARTMENT OF TRANSPORTATION  
 AND  
 THE CITY OF CHARLESTON**

This MODIFICATION NUMBER 2 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Charleston (hereinafter referred to as the "LOCAL AGENCY") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

**WITNESSETH THAT:**

WHEREAS, on April 1, 2021, the Parties hereto entered into an AGREEMENT, TRA-5-21 for the maintenance, construction, and construction inspection of stop-and-go traffic signals, flashing beacons, and signal communications network in Charleston County; and

WHEREAS, on June 12, 2022, the Parties hereto entered into Modification Number 1 to cover the term from 4/1/2022 through 3/31/2023; and

WHEREAS, SCDOT allows qualified local governments to maintain SCDOT-owned signals on these roadways within and adjacent to the local government's limits; and

WHEREAS, the List of Locations and Device Types included in the AGREEMENT has changed and the Parties to the AGREEMENT desire to incorporate these changes into the AGREEMENT and make the appropriate adjustment to the funding, if any; and

WHEREAS, the LOCAL AGENCY and SCDOT have agreed to work together to implement the hereinafter described MODIFICATION NUMBER 2;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and the LOCAL AGENCY do hereby agree as follows:

**I. PERIOD OF AGREEMENT:**

The changes contained in this MODIFICATION NUMBER 2 shall be effective on the date of its execution, and the term covered by this MODIFICATION NUMBER 2 is 4/1/2023 through 3/31/2024.

**II. SECTION VII, FUNDING:**

**SIGNAL MAINTENANCE AGREEMENT**  
**Agreement # TRA-5-21**  
**MODIFICATION NUMBER 2**

SECTION VII, FUNDING, of the Original Agreement is being modified to reflect a revision in the maximum annual funding from \$478,150.00 to \$479,350.00 as indicated below. This revision in funding is as a result of revising locations and/or devices on the list the LOCAL AGENCY is responsible for maintaining under the AGREEMENT.

A. Subsection VII. a) is modified to read as follows:

a) SCDOT's maximum annual funding for this PROJECT is \$479,350.00 (base funding + engineering allowance + equipment upgrade allowance). This funding is derived from the inventory of signal locations listed in Exhibit E and the funding schedule in Exhibit D.

B. Subsection VII. d) is modified to read as follows:

d) SCDOT's base funding for the PROJECT is \$417,250.00 for maintenance, operations, and construction inspection. The base funding is derived from the inventory of signal locations listed in Exhibit E and using the funding schedule in Exhibit D.

C. Subsection VII. d) 1. is modified to read as follows:

1. One half of the base funding (\$208,625.00) is to be paid in a lump sum payment to compensate for general costs associated with maintaining the signal locations covered by this AGREEMENT.

D. Subsection VII. d) 2. is modified to read as follows:

2. The remaining half of the base funding (\$208,625.00) is available as a maintenance allowance for repair services, signal equipment, or training required to maintain the signal locations covered by this AGREEMENT. At least 25% of the maintenance allowance must be reserved for vehicle detection. The percentage can be reduced provided all locations have been inspected and all needed repairs have been completed. The LOCAL AGENCY may request SCDOT's approval of a reduction in the percentage of the reimbursement funding set aside for vehicle detection only during the final quarter of the agreement term. This is further defined in Section VII. MAINTENANCE ALLOWANCE of Exhibit A.

E. Subsection VII. e) is modified to read as follows:

e) SCDOT will compensate the LOCAL AGENCY for Traffic Engineering activities, up to \$20,700.00, for signal locations covered by this AGREEMENT. These activities include signal plan preparation, timing studies, Synchro analyses, signal needs studies, safety reviews, traffic impact analyses, and project management. Payment will be computed per the Engineering Reimbursement schedule contained in Exhibit D. This is further defined in Section IX. ENGINEERING ALLOWANCE of Exhibit A.

**SIGNAL MAINTENANCE AGREEMENT**  
**Agreement # TRA-5-21**  
**MODIFICATION NUMBER 2**

F. Subsection VII. f) is modified to read as follows:

f) SCDOT will reimburse the LOCAL AGENCY for equipment upgrades, up to \$41,400.00, for signal locations covered by this AGREEMENT. This funding shall be used to upgrade aging equipment, prior to failure, with the intent of improving functionality and/or increasing the operable time until a full signal rebuild is required or can be scheduled. Equipment upgrades should be planned/scheduled in consideration of signal rebuilds scheduled by the District in order to maximize equipment operability at all locations covered by this AGREEMENT. This is further defined in Section X. EQUIPMENT UPGRADE ALLOWANCE of Exhibit A.

**III. EXHIBIT E:**

The List of Locations and Device Types the Local Agency is responsible for maintaining has been revised and the additional locations have been added to Exhibit E. Therefore, Exhibit E of this AGREEMENT is hereby revised and replaced by the Exhibit E titled "SCDOT 2023-2024 Signal Maintenance Agreement List" attached to this MODIFICATION NUMBER 2. The revised and updated Exhibit E is incorporated and made a part of the AGREEMENT between the Parties.

**IV. GENERAL:**

All other terms and conditions of the AGREEMENT not modified or changed by this MODIFICATION NUMBER 2 shall remain in full force and effect.

SIGNAL MAINTENANCE AGREEMENT  
Agreement # TRA-5-21  
MODIFICATION NUMBER 2

IN WITNESS WHEREOF, the Parties have caused this MODIFICATION NUMBER 2 to be executed on their behalf.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

CITY OF CHARLESTON

\_\_\_\_\_  
Witness

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

(Signature)

Title: \_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Deputy Secretary for Finance & Administration or  
Designee

RECOMMENDED BY:

 10 APR 23  
\_\_\_\_\_  
FOR Deputy Secretary for Engineering or Designee

REVIEWED BY:

4/17/23   
\_\_\_\_\_  
Director of Traffic Engineering

## **EXHIBIT E**

### **LOCATIONS INCLUDED IN THIS AGREEMENT**



# SCDOT 2023-2024 Signal Maintenance Agreement List

Maintaining Agency: Charleston

Custom Id	Route1	Route2	Comment	Flashers	School Flashers	Signals	System	Electric	TotalCost
001	US52 MP: 0.002	S-1015 MP: 1.63		0	0	1	1	1	\$2,000.00
002	S-1015 MP: 1.509	S-1038		0	0	1	1	1	\$2,000.00
003	Meeting St MP: 1.529	Broad St MP: 1.408		0	0	1	1	1	\$2,000.00
004	Broad St MP: 1.309	King St MP: 1.458		0	0	1	1	1	\$2,000.00
005	S-1015 MP: 1.11	Logan St MP: 0.129		0	0	1	1	1	\$2,000.00
006	S-104 MP: 1.36	S-872 MP: 0.35		0	0	1	1	1	\$2,000.00
007	S-107 MP: 1.317	Meeting St MP: 1.317	Cabinet behind Regions bank.	0	0	1	1	1	\$2,000.00
008	US52 MP: 0.226	Bay St E MP: 0.226	No inspection completed due to demolition of building.	0	0	1	1	1	\$2,000.00
009	US52 MP: 0.296	Market St		0	0	1	1	1	\$2,000.00
010	S-107 MP: 1.219	S-664 MP: 0.1		0	0	1	1	1	\$2,000.00
011	S-104 MP: 1.164	S-664		0	0	1	1	1	\$2,000.00
012	S-553 MP: 0.031	S-393 MP: 0.572		0	0	1	1	1	\$2,000.00
014	Meeting St MP: 1.1	Hasell St MP: 0.1		0	0	1	1	1	\$2,000.00
015	US52 MP: 0.5	Hasell St		0	0	1	1	1	\$2,000.00
016	Meeting St MP: 1.04	Wentworth St MP: 0.95		0	0	1	1	1	\$2,000.00
017	S-104 MP: 1.023	S-556 MP: 0.821		0	0	1	1	1	\$2,000.00
018	S-106 MP: 1.212	Wentworth St MP: 0.731		0	0	1	1	1	\$2,000.00
019	S-553 MP: 0.11	S-556 MP: 0.601		0	0	1	1	1	\$2,000.00
020	St. Phillip St	George St MP: 0.49		0	0	1	1	1	\$2,000.00
021	King St MP: 0.89	George St MP: 0.4		0	0	1	1	1	\$2,000.00
022	Meeting St MP: 0.879	George St MP: 0.26		0	0	1	1	1	\$2,000.00
023	US52 MP: 0.72	S-863		0	0	1	1	1	\$2,000.00
024	US52 MP: 0.862	S-404 MP: 1.529		0	0	1	1	1	\$2,000.00
025	S-107 MP: 0.749	S-404 MP: 1.21		0	0	1	1	1	\$2,000.00
026	S-104 MP: 0.76	S-404 MP: 1.078		0	0	1	1	1	\$2,000.00
027	Calhoun St MP: 0.988	St. Phillip St		0	0	1	1	1	\$2,000.00
028	S-553 MP: 0.381	S-404 MP: 0.88		0	0	1	1	1	\$2,000.00
029	S-553 MP: 0.516	Vanderhorst St MP: 0.19		0	0	1	1	1	\$2,000.00
030	S-104 MP: 0.57	John St		0	0	1	1	1	\$2,000.00
031	Meeting St MP: 0.559	John St MP: 0.134		0	0	1	1	1	\$2,000.00
032	S-107 MP: 0.452	Meeting St MP: 0.452		0	0	1	1	1	\$2,000.00
033	S-553 MP: 0.648	Radcliffe St MP: 0.183		0	0	1	0	1	\$1,475.00
034	Coming St MP: 0.751	Morris St MP: 0.52		0	0	1	1	1	\$2,000.00
035	S-106 MP: 0.549	S-564 MP: 0.446		0	0	1	1	1	\$2,000.00
036	S-104 MP: 0.381	Mary St MP: 0.318		0	0	1	1	1	\$2,000.00
037	Meeting St MP: 0.38	Mary St MP: 0.193		0	0	1	1	1	\$2,000.00
038	S-107 MP: 0.223	S-2127 MP: 0.137	Intersection under SCDOT Pedestrian Improvements Project.	0	0	1	1	1	\$2,000.00
039	S-104 MP: 0.255	S-1037 MP: 0.736		0	0	1	1	1	\$2,000.00
040	S-106 MP: 0.42	S-1037 MP: 0.661		0	0	1	1	1	\$2,000.00
041	S-553 MP: 0.86	S-1037 MP: 0.577		0	0	1	1	1	\$2,000.00
042	S-553 MP: 0.94	S-3 MP: 0.31		0	0	1	1	1	\$2,000.00
043	S-106 MP: 0.34	S-3 MP: 0.227		0	0	1	1	1	\$2,000.00
044	King St MP: 0.176	Spring St MP: 0.151	I	0	0	1	1	1	\$2,000.00
045	S-104 MP: 0.107	S-887 MP: 0.53		0	0	1	1	1	\$2,000.00

# SCDOT 2023-2024 Signal Maintenance Agreement List

Maintaining Agency: Charleston

Custom Id	Route1	Route2	Comment	Flashers	School Flashers	Signals	System	Electric	TotalCost
046	S-107 MP: 0.086	S-887 MP: 0.381		0	0	1	1	1	\$2,000.00
047	S-107	S-1042 MP: 0.76		0	0	1	1	1	\$2,000.00
048	S-104 MP: 0.001	S-1042 MP: 0.61		0	0	1	1	1	\$2,000.00
049	S-107	Meeting St MP: 0.087	Meeting Street @ I-26	0	0	1	1	1	\$2,000.00
050	Coming St MP: 1.219	Septima Clark Pkwy MP: 30.928		0	0	1	1	1	\$2,000.00
051	Coming St MP: 1.124	Line St MP: 0.318		0	0	1	1	1	\$2,000.00
052	S-1015 MP: 0.889	S-46 MP: 3.18		0	0	1	1	1	\$2,000.00
053	S-1015 MP: 0.787	S-103 MP: 0.243		0	0	1	1	1	\$2,000.00
054	S-46 MP: 2.967	S-393 MP: 0.31		0	0	1	1	1	\$2,000.00
055	S-103 MP: 0.42	S-393 MP: 0.227		0	0	1	1	1	\$2,000.00
056	S-46 MP: 2.89	Wentworth St MP: 0.32		0	0	1	1	1	\$2,000.00
057	S-103 MP: 0.494	S-556 MP: 0.227		0	0	1	1	1	\$2,000.00
058	S-46 MP: 2.559	S-404 MP: 0.59		0	0	1	1	1	\$2,000.00
059	Calhoun St MP: 0.509	Ashley Cir		0	0	1	1	1	\$2,000.00
060	S-404 MP: 0.391	S-669 MP: 0.56		0	0	1	1	1	\$2,000.00
061	Calhoun St MP: 0.17	Courtenay St		0	0	1	1	1	\$2,000.00
062	S-404 MP: 0.056	S-1194 MP: 0.073		0	0	1	1	1	\$2,000.00
063	S-550 MP: 0.153	S-554 MP: 0.118	Traffic signal modification Project. Location not inspected.	0	0	1	1	1	\$2,000.00
064	S-103 MP: 1.114	Bee St MP: 0.53		0	0	1	1	1	\$2,000.00
065	S-670 MP: 0.874	Bee St MP: 0.362		0	0	1	1	1	\$2,000.00
066	US17 MP: 29.915	S-551		0	0	1	1	1	\$2,000.00
067	Rutledge Ave MP: 2.109	Cannon St MP: 0.33		0	0	1	1	1	\$2,000.00
068	Cannon St MP: 0.239	Ashley Cir		0	0	1	1	1	\$2,000.00
069	Cannon St MP: 0.077	President St MP: 0.791		0	0	1	1	1	\$2,000.00
070	S-350 MP: 0.36	S-1037		0	0	1	1	1	\$2,000.00
071	Rutledge Ave MP: 2.038	Spring St MP: 0.559		0	0	1	1	1	\$2,000.00
072	Spring St MP: 0.64	Ashley Cir		0	0	1	1	1	\$2,000.00
073	Spring St MP: 0.813	President St MP: 0.716	Also controls Septima Clark Pkwy & Spring	1	0	1	1	1	\$2,100.00
074	SC30 MP: 3.05	US17 MP: 29.906		0	0	1	1	1	\$2,000.00
075	Septima Clark Pkwy MP: 30.402	President St MP: 0.64		1	0	1	1	1	\$2,100.00
076	Septima Clark Pkwy MP: 30.585	Ashley Cir		0	0	1	1	1	\$2,000.00
077	Septima Clark Pkwy MP: 30.682	Rutledge Ave MP: 1.806		0	0	1	1	1	\$2,000.00
078	S-104	Sumter St MP: 0.553		0	0	1	1	1	\$2,000.00
079	Meeting St MP: 0.488	Huger St MP: 0.954		0	0	1	1	1	\$2,000.00
080	S-104 MP: 21.48	S-99 MP: 0.674		0	0	1	1	1	\$2,000.00
081	Rutledge Ave MP: 1.398	Huger St MP: 0.465		0	0	1	1	1	\$2,000.00
082	S-103 MP: 1.931	S-99 MP: 0.354		0	0	1	1	1	\$2,000.00
083	S-46 MP: 1.179	S-90 MP: 0.083		0	0	1	1	1	\$2,000.00
084	S-46 MP: 1.053	Grove St MP: 0.309		0	0	1	1	1	\$2,000.00
085	US78 MP: 21.013	S-126		0	0	1	1	1	\$2,000.00
086	US52 MP: 0.862	S-126 MP: 0.238		0	0	1	1	1	\$2,000.00
087	US52 MP: 1.081	S-114 MP: 0.16		0	0	1	1	1	\$2,000.00
088	US52 MP: 1.262	Morrison Dr MP: 2.98		0	0	1	1	1	\$2,000.00

# SCDOT 2023-2024 Signal Maintenance Agreement List

Maintaining Agency: Charleston

Custom Id	Route1	Route2	Comment	Flashers	School Flashers	Signals	System	Electric	TotalCost
089	King St	Mt. Pleasant St	RR tracks appear to be abandoned	0	0	1	1	1	\$2,000.00
090	Rutledge Ave MP: 0.399	Mt. Pleasant St		0	0	1	1	1	\$2,000.00
091	S-46 MP: 0.197	Rutledge Ave MP: 0.2		0	0	1	1	1	\$2,000.00
092	S-104 MP: 20.56	S-46		2	0	1	1	1	\$2,200.00
094	US52 MP: 1.492	S-887 MP: 0.001		0	0	1	1	1	\$2,000.00
095	US52 MP: 1.696	S-125		0	0	1	1	1	\$2,000.00
096	S-404 MP: 1.377	Elizabeth St		0	0	1	1	1	\$2,000.00
097	Savannah Hwy MP: 28.819	Wesley Dr MP: 9.241		0	0	1	1	1	\$2,000.00
098	SC61 MP: 11.901	SC171 MP: 9.328		0	0	1	1	1	\$2,000.00
099	Savannah Hwy MP: 28.51	Stocker Dr MP: 0.23		0	0	1	1	1	\$2,000.00
100	SC61 MP: 11.446	S-193 MP: 0.43		0	0	1	1	1	\$2,000.00
101	SC700 MP: 20.22	S-612		0	0	1	1	1	\$2,000.00
102	SC171 MP: 9.069	S-399 MP: 0.42		0	0	1	1	1	\$2,000.00
103	SC171 MP: 8.92	S-931	Location chosen for Federal Rebuild 2021 under construction.	0	0	1	1	1	\$2,000.00
104	SC171 MP: 8.095	SC700 MP: 18.985	Should show as maintained by Charleston for 2011-2012 agreement	0	0	1	1	1	\$2,000.00
105	SC700 MP: 18.82	Maybank Hwy MP: 18.87		0	0	1	1	1	\$2,000.00
106	SC171 MP: 7.871	Crosscreek Dr		0	0	1	1	1	\$2,000.00
107	Folly Rd MP: 7.492	Harbor View Rd MP: 3.77		0	0	1	1	1	\$2,000.00
108	Folly Rd MP: 7.213	Central Park Rd		0	0	1	1	1	\$2,000.00
109	Savannah Hwy MP: 28.041	Magnolia Rd MP: 1.301	Also controls Savannah Hwy & Avondale	0	0	1	1	1	\$2,000.00
110	US17 MP: 27.878	Coburg Rd		0	0	1	1	1	\$2,000.00
111	US17 MP: 27.449	Farmfield Rd		0	0	1	1	1	\$2,000.00
112	US17 MP: 27.181	S-307		0	0	1	1	1	\$2,000.00
113	US17 MP: 26.793	Markfield Dr		0	0	1	1	1	\$2,000.00
114	Savannah Hwy MP: 26.474	White Oak Dr		0	0	1	1	1	\$2,000.00
115	Savannah Hwy MP: 25.96	Wappoo Rd MP: 1.14		0	0	1	1	1	\$2,000.00
116	US17 MP: 25.697	S-1199		0	0	1	1	1	\$2,000.00
117	Savannah Hwy MP: 25.548	Orleans Rd		0	0	1	1	1	\$2,000.00
118	Savannah Hwy MP: 25.39	Skylark Dr		0	0	1	1	1	\$2,000.00
119	US17 MP: 25.289	I-526 MP: 10.024		0	0	1	1	1	\$2,000.00
120	Sam Rittenburg Blvd	Orleans Rd MP: 0.375		0	0	1	1	1	\$2,000.00
121	SC7 MP: 0.262	S-2422 MP: 0.2		0	0	1	1	1	\$2,000.00
122	SC7 MP: 0.113	I-526 MP: 10.127		0	0	1	1	1	\$2,000.00
123	Savannah Hwy MP: 25.199	Sam Rittenburg Blvd		0	0	1	1	1	\$2,000.00
124	Savannah Hwy MP: 24.58	Savage Rd		0	0	1	1	1	\$2,000.00
125	Savannah Hwy MP: 24.039	Dobbin Rd MP: 0.101	Intersection under SCDOT I-526 Intersection Improvements Project	0	0	1	1	1	\$2,000.00
126	SC61 MP: 10.717	S-81 MP: 0.451		0	0	1	1	1	\$2,000.00
127	SC61 MP: 10.302	SC171 MP: 10.931		0	0	1	1	1	\$2,000.00
128	SC171 MP: 11.24	S-80 MP: 0.169		0	0	1	1	1	\$2,000.00
129	Ashley River Rd MP: 10.102	Carriage Ln		0	0	1	1	1	\$2,000.00
130	Ashley River Rd MP: 9.837	Playground Rd MP: 0.999		0	0	1	1	1	\$2,000.00



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Maintaining Agency: Charleston

Custom Id	Route1	Route2	Comment	Flashers	School Flashers	Signals	System	Electric	TotalCost
131	Ashley River Rd MP: 9.587	Ashley Hall Rd MP: 1.63		0	0	1	1	1	\$2,000.00
132	Ashley River Rd MP: 9.038	Wappoo Rd MP: 0.199		0	0	1	1	1	\$2,000.00
133	Ashley River Rd MP: 8.886	Sam Rittenburg Blvd		0	0	1	1	1	\$2,000.00
134	Ashley River Rd MP: 0.001	Savage Rd MP: 0.08		0	0	1	1	1	\$2,000.00
135	Ashley River Rd MP: 8.219	Wallenburg Blvd		0	0	1	1	1	\$2,000.00
136	Ashley River Rd MP: 7.977	Tobias Gadson Blvd MP: 1.599		0	0	1	1	1	\$2,000.00
137	Paul Cantrell Blvd MP: 3.35	Tobias Gadson Blvd MP: 1.274		0	0	1	1	1	\$2,000.00
138	SC61 MP: 7.624	S-1171		0	0	1	1	1	\$2,000.00
139	Savage Rd MP: 1.44	Orleans Rd MP: 1.179		0	0	1	1	1	\$2,000.00
140	Ashley River Rd MP: 7.123	Magwood Dr		0	0	1	1	1	\$2,000.00
141	Ashley River Rd MP: 6.772	Dogwood Rd MP: 0.654		0	0	1	1	1	\$2,000.00
142	Ashley River Rd MP: 6.086	Parsonage Rd MP: 1.091		0	0	1	1	1	\$2,000.00
143	SC7 MP: 3.73	Sam Rittenburg Blvd		0	0	1	1	1	\$2,000.00
144	Sam Rittenburg Blvd	Orange Grove Rd MP: 1.249		0	0	1	1	1	\$2,000.00
145	Sam Rittenburg Blvd	Old Towne Rd MP: 12.525		0	0	1	1	1	\$2,000.00
146	SC171 MP: 12.129	Folly Rd		0	0	1	1	1	\$2,000.00
147	SC171 MP: 12.023	Folly Rd	Charlestowne Landing	0	0	1	1	1	\$2,000.00
148	SC7 MP: 2.514	Sam Rittenburg Blvd		0	0	1	1	1	\$2,000.00
149	Sam Rittenburg Blvd	Ashley Hall Rd MP: 1.011		0	0	1	1	1	\$2,000.00
150	Ashley Hall Rd MP: 0.746	Orange Grove Rd		0	0	1	1	1	\$2,000.00
154	S-57 MP: 2.63			0	0	0	0	0	\$0.00
180	S-551 MP: 0.239	S-550 MP: 0.28		0	0	1	1	1	\$2,000.00
181	S-46 MP: 2.425	Vanderhorst St MP: 0.475		0	0	1	1	1	\$2,000.00
182	S-106 MP: 0.665	Radcliffe St MP: 0.089		0	0	1	1	1	\$2,000.00
183	S-1194 MP: 0.222	Lockwood Dr MP: 0.222	City Marina	0	0	1	1	1	\$2,000.00
184	SC61 MP: 12.588	Ashley River Rd		1	0	1	1	1	\$2,100.00
185	SC171 MP: 7.089	SC30		0	0	1	1	1	\$2,000.00
186	SC171 MP: 6.879	Oak Point Dr		0	0	1	1	1	\$2,000.00
187	Folly Rd MP: 6.172	Eugene Gibbs St		0	0	1	1	1	\$2,000.00
188	SC700 MP: 18.171	S-386 MP: 0.119	Woodland Shores	0	0	1	1	1	\$2,000.00
189	Maybank Hwy MP: 17.472	Riverland Dr MP: 0.769		0	0	1	1	1	\$2,000.00
190	Maybank Hwy MP: 14.797	River Rd		0	0	1	0	1	\$1,475.00
191	Maybank Hwy MP: 11.782	Bohicket Rd		0	0	1	0	1	\$1,475.00
192	Savannah Hwy MP: 24.993	Arlington Dr		0	0	1	1	1	\$2,000.00
193	S-6 MP: 0.808	S-81 MP: 0.003		0	0	1	0	1	\$1,475.00
194	I-526 MP: 11.382	SC61 MP: 7.55		0	0	1	1	1	\$2,000.00
195	SC61 MP: 2.489	S-1863 MP: 0.771		0	0	1	1	1	\$2,000.00
196	SC61	West Wildcat Blvd	Intersection under Chas. County Road Widening Project	0	0	1	1	1	\$2,000.00
197	Ashley River Rd MP: 5.035	Bees Ferry Rd		0	0	1	0	1	\$1,475.00
199	Glenn McConnell Pkwy MP: 0.007	Bees Ferry Rd MP: 1.767	Intersection under Chas. County Road Widening Project	0	0	1	1	1	\$2,000.00
200	S-106 MP: 0.805	St. Phillip St		0	0	1	1	1	\$2,000.00
202	US52 MP: 1.109	Bay St E MP: 1.109		0	0	1	1	1	\$2,000.00
206	S-404 MP: 0.7	Calhoun St MP: 0.7		0	0	1	1	1	\$2,000.00

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Maintaining Agency: Charleston

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207	Sam Rittenburg Blvd	Dupont Rd MP: 1.173		0	0	1	1	1	\$2,000.00
216	S-227 MP: 0.342	Fishburne St MP: 0.7		0	0	1	1	1	\$2,000.00
217	SC61 MP: 12.404	Croghan Spur		0	0	1	1	1	\$2,000.00
219	S-841	Smith St MP: 0.202		0	0	1	1	1	\$2,000.00
224	Folly Rd MP: 5.988	Camp Rd MP: 2.277		0	0	1	1	1	\$2,000.00
225	SC171 MP: 5.133	Folly Rd MP: 5.133	Walmart	0	0	1	1	1	\$2,000.00
226	Folly Rd MP: 4.761	Fort Johnson Rd MP: 1.45		0	0	1	1	1	\$2,000.00
229	S-107	Meeting St MP: 0.603	Meeting Street at I-26 On-Ramp	0	0	1	1	1	\$2,000.00
230	US52	Arthur Ravenel Brg	ARB Off-ramp	0	0	1	1	1	\$2,000.00
231	US52 MP: 0.132	Bay St E MP: 0.132		0	0	1	1	1	\$2,000.00
232	S-107 MP: 1.419	S-872 MP: 0.252		0	0	1	1	1	\$2,000.00
233	S-57 MP: 1.957	Ashley Cir		0	0	1	1	1	\$2,000.00
235	S-57 MP: 2.086	Grand Oaks Blvd		0	0	1	1	1	\$2,000.00
236	I-526	S-33		0	0	1	0	1	\$1,475.00
237	S-33	S-98	Intersection under Berkeley County Road Widening Project	0	0	1	0	1	\$1,475.00
238	Glenn McConnell Pkwy MP: 1.518	Bairds Cv	Intersection under Chas. County Road Widening Project	0	0	1	1	1	\$2,000.00
239	Meeting St MP: 0.348	Johnson St		0	0	1	1	1	\$2,000.00
240	S-33	Charleston Regional Pkwy		0	0	1	0	1	\$1,475.00
241	SC61 MP: 8.713	Wallace School Rd MP: 0.21		0	0	1	1	1	\$2,000.00
242	S-20 MP: 6.748	Brownswood Rd MP: 0.302		0	0	1	0	1	\$1,475.00
243	SC700 MP: 18.91	Old Folly Rd MP: 0.11		0	0	1	1	1	\$2,000.00
244	Folly Rd MP: 7.938	Old Folly Rd		0	0	1	1	1	\$2,000.00
245	Savage Rd MP: 0.829	Henry Tecklenburg Dr MP: 1.005		0	0	1	0	1	\$1,475.00
246	Orleans Rd MP: 0.808	Hazelwood Dr MP: 0.572		0	0	1	1	1	\$2,000.00
247	Camp Rd MP: 0.93	Dills Bluff Rd MP: 0.329		0	0	1	0	1	\$1,475.00
248	S-20 MP: 0.007	Bees Ferry Rd MP: 3.988	Turned over in TEAMS to City of Charleston on 01/13/2015	0	0	1	0	1	\$1,475.00
249	S-57 MP: 2.288	Proximity Dr	Bees Ferry Rd. @ Proximity Drive	0	0	1	1	1	\$2,000.00
250	S-57 MP: 1.641		Bees Ferry Rd. @ West Ashley Circle (East)	0	0	1	1	1	\$2,000.00
251	S-33		Clements Ferry Rd. @ Pointe Hope Intersection under Berkeley County Road Widening Project	0	0	1	0	1	\$1,475.00
252	S-1028 MP: 1.813	Ft. Sumter Dr		0	0	1	0	1	\$1,475.00
253	S-1028 MP: 0.833	Mikell Dr		0	0	1	0	1	\$1,475.00
254	S-107	Lee St MP: 0.239	Meeting Street @ Lee St./Walnut St.	0	0	1	1	1	\$2,000.00
F-1	S-520 MP: 0.531	Playground Rd MP: 0.531	WC Stephens Pool	2	0	0	0	1	\$425.00
F-10	S-46 MP: 2.72	S-555 MP: 0.31		1	0	0	0	1	\$325.00
F-11	S-46 MP: 2.81	S-1020 MP: 0.351		1	0	0	0	1	\$325.00



# SCDOT 2023-2024 Signal Maintenance Agreement List

Maintaining Agency: Charleston

Custom Id	Route1	Route2	Comment	Flashers	School Flashers	Signals	System	Electric	TotalCost
F-12	S-103 MP: 0.648	S-535 MP: 0.23		1	0	0	0	1	\$325.00
F-13	S-46 MP: 0.858	Rutledge Ave MP: 0.858		1	0	0	0	1	\$325.00
F-14	SC171	Secessionville Rd MP: 0.65		4	0	0	0	1	\$625.00
F-15	S-670 MP: 0.08	S-99 MP: 0.206		1	0	0	0	1	\$325.00
F-16	S-103 MP: 0.572	S-1020 MP: 0.24		1	0	0	0	1	\$325.00
F-17	SC7 MP: 3.36	Gamecock Ave MP: 0.257		1	0	0	0	1	\$325.00
F-18	SC61 MP: 5.467	Ashley River Rd MP: 5.467		1	0	0	0	1	\$325.00
F-19	SC171 MP: 6.223	Rivers Point Row		1	0	0	0	1	\$325.00
F-2	S-870	Tenth Ave MP: 0.267		1	0	0	0	1	\$325.00
F-22	S-480 MP: 0.23	S-1777 MP: 0.24		1	0	0	0	1	\$325.00
F-23	S-863 MP: 0.59	S-553 MP: 0.22		1	0	0	0	1	\$325.00
F-24	S-666 MP: 0.14	Wentworth St MP: 0.13		1	0	0	0	1	\$325.00
F-25	S-553 MP: 0.581	Radcliffe St		1	0	0	0	1	\$325.00
F-26	S-106 MP: 0.736	Warren St MP: 0.088		1	0	0	0	1	\$325.00
F-28	Coming St MP: 0.302	Green Way MP: 0.108		2	0	0	0	0	\$200.00
F-29	Farmfield Rd		Crosswalk	2	0	0	0	0	\$200.00
F-3	S-103 MP: 2.02	Ashley Cir		1	0	0	0	1	\$325.00
F-30	Markfield Dr MP: 0.188		Crosswalk	2	0	0	0	0	\$200.00
F-31	S-227	Charleston Center Dr	Courtenay @ Charleston Center Dr. Partial removal flasher system due to construction of hospital.	4	0	0	0	0	\$400.00
F-32	S-107 MP: 0.644		Meeting Street @ Charlotte Street	2	0	0	0	0	\$200.00
F-33	S-404 MP: 0.432		Calhoun St. @ Gadsen St. (Solar Flasher)	2	0	0	0	0	\$200.00
F-34	S-404 MP: 1.478		Calhoun St. @ Alexander St. (Solar Flasher)	2	0	0	0	0	\$200.00
F-35	S-106 MP: 1.002		St. Phillip St. @ Greenway (Solar Flasher) Pole and flasher on south side removed due to construction.	2	0	0	0	0	\$200.00
F-36	S-396 MP: 0.399		Concorde St. @ Cumberland St. (Solar Flasher)	2	0	0	0	0	\$200.00
F-37	S-1028 MP: 1.117		Harborview Rd. @ Affirmation Blvd.	2	0	0	0	0	\$200.00
F-38	S-1028 MP: 0.39		Harborview Rd. @ Stiles Dr.	2	0	0	0	0	\$200.00
F-39	King St MP: 0.475	Ann St MP: 0.253	Solar pedestrian flasher	2	0	0	0	0	\$200.00
F-4	S-887 MP: 0.249	S-563 MP: 0.2		1	0	0	0	1	\$325.00
F-5	S-480 MP: 0.35	S-125 MP: 0.15		1	0	0	0	1	\$325.00
F-6	S-1042	S-2268 MP: 0.087		1	0	0	0	1	\$325.00
F-6017	SC61 MP: 3.906		10-066-1 MacLaura Hall/Muirfield Pkwy Flasher	4	0	0	0	0	\$400.00
F-6024	S-1863 MP: 0.5	Magwood Dr MP: 0.495	Magwood Dr. Pedestrian Flasher	2	0	0	0	0	\$200.00
F-6037	S-520 MP: 0.889	Playground Rd MP: 0.889	10-121-0 Flasher	2	0	0	0	0	\$200.00
F-6068	SC61 MP: 5.468		10-065-5 Glendale Dr. Flasher	3	0	0	0	0	\$300.00
F-6071	S-10-26 Wappoo Rd. MP: 1.77	S-10-437 Garden St.	24/7 Warning Solar Flasher	1	0	0	0	0	\$100.00

# SCDOT 2023-2024 Signal Maintenance Agreement List

Maintaining Agency: Charleston

Custom Id	Route1	Route2	Comment	Flashers	School Flashers	Signals	System	Electric	TotalCost
F-6072	S-10-26 Wappoo Rd. MP: 1.35	West Ashley Greenway	24/7 Pedestrian Crossing Warning Solar Flasher	2	0	0	0	0	\$200.00
F-6073	S-10-526 Betsy Rd. MP: 0.23	West Ashley Greenway	24/7 Pedestrian Crossing Warning Solar Flasher	2	0	0	0	0	\$200.00
F-7	US78 MP: 20.791	King St MP: 20.791		1	0	0	0	1	\$325.00
F-9	S-563 MP: 0.331	Line St MP: 0.141		1	0	0	0	1	\$325.00
Fire Dept 1	SC171 MP: 11.67	Lenevar Dr	Firehouse flasher	0	0	1	0	1	\$1,475.00
Fire Dept 2	SC700 MP: 12.77		St. John's Fire Dept. Headquarters - Cabinet in firehouse. We could not access for inventory	0	0	1	0	1	\$1,475.00
Fire Dept. 3	S-57 MP: 1.112	Fire Station Dr	Bees Ferry Rd. @ Fire Station Drive	0	0	1	0	1	\$1,475.00
SF-11	SC61 MP: 4.097	Ashley River Rd MP: 4.097	Drayton Hall Elementary	0	2	0	0	0	\$250.00
SF-12	S-20 MP: 6.07	Main Rd MP: 6.07	St. Johns High	0	2	0	0	0	\$250.00
SF-16	S-94 MP: 3.6	Fort Johnson Rd MP: 3.6	James Island High	0	2	0	0	0	\$250.00
SF-17	S-46 MP: 2.219	Rutledge Ave MP: 2.219	Ashley Hall	0	2	0	0	0	\$250.00
SF-19	S-53 MP: 1.992	Riverland Dr MP: 1.992	Murray-LaSaine Elementary	0	3	0	0	0	\$375.00
SF-20	S-46 MP: 1.675		Julian Mitchell Elementary School	0	2	0	0	0	\$250.00
SF6980	S-10-437 Garden St.	S-10-411 Huntley Dr.	Stono Park Elementary School Solar Flashers	2	0	0	0	0	\$200.00
SF-8	S-480 MP: 0.203	America St MP: 0.2	Sanders Clyde Elementary	0	2	0	0	0	\$250.00
SF-9	S-26 MP: 0.956	Wappoo Rd MP: 0.956	St. Andrews Elementary	0	2	0	0	0	\$250.00
TS6117	I-526 MP: 24		River Landing @ Fairchild (Daniel Island)	0	0	1	0	0	\$900.00
TS6353	SC700 MP: 15.944	Access Rd	10-092-0	0	0	1	0	0	\$900.00
				76	17	207	187	228	\$417,250.00

Total Number of Flashers * \$100:	\$7,600.00
Total Number of School Flashers * \$125:	\$2,125.00
Total Number of Stop-and-Go Signals * \$900:	\$186,300.00
Total Number of Signals in Systems * \$525:	\$98,175.00
Total Flashers w/ Electric * \$225 + Total Signals w/ Electric * \$575:	\$123,050.00
<b>Total Base Amount:</b>	<b>\$417,250.00</b>
Engineering Allowance:	\$20,700.00
Equipment Upgrade Allowance:	\$41,400.00
<b>Total:</b>	<b>\$479,350.00</b>

Summary for Charleston (259 location records)



Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND CHAPTER 2; ARTICLE IV-BOARDS AND COMMISSIONS; DIVISION 12-ARMY CORPS 3X3 ADVISORY COMMITTEE.

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

Section 1. Section 2-212 of Division 12, Article IV, Chapter 2 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike through~~:

## **Sec. 2-212. - Army Corps 3×3 Advisory Peninsula Perimeter Protection Advisory committee.**

(1) *Establishment.* There is hereby established a "City of Charleston's Peninsula Perimeter Army Corps of Engineers 3×3 Flood Protection Study Project Citizen and Business Advisory Committee which shall be referred to as the Army Corps 3×3 Advisory Peninsula Perimeter Protection Advisory Committee.

(b) *Purpose.* ~~The Army Corps 3×3 Advisory~~ Charleston Peninsula Perimeter Protection Advisory Committee shall have the following roles and responsibilities:

(1) Review the ~~The Army Corps 3×3 Advisory~~ Army Corps of Engineers' Charleston Perimeter Protection Project, make recommendations related to the study project, and advise the mayor, city council, committee members, and staff on the findings of the committee by:

- a. ~~Provide a recommendation to council regarding the study's recommendations as potential solutions for flood protection from storm surge on the Peninsula;~~
- b. Recommend goals, outcome and strategies for city participation in preliminary preconstruction engineering and design (PED) phases as directed by the mayor, ~~and city council, and~~ Chief Resilience Officer;
- c. Research other cities that have funded similar infrastructure projects and report on potential funding models for the City of Charleston to meet its cost share of the project; and

(2) The primary focus of the committee shall be the Charleston



peninsula and the protection of life and property thereon and how the proposed study project for the Charleston peninsula meets those objectives.

(3) Review, study, and provide comment on storm surge ~~studies~~ projects in other cities and how they may help inform the City of Charleston's ~~next~~ steps related to the ~~study and~~ proposed project.

(4) Report on any impacts to other areas of the city as a result of the proposed storm surge barrier being constructed on the Peninsula.

(5) Identify, discuss, and promote peninsula strategies for addressing storm surge protection and flooding from all causes.

(6) Identify and expand communication opportunities between peninsula residents, the community, strategic partners, and the city.

(c) *Composition.* The organization of the ~~Army Corps 3x3~~ Peninsula Perimeter Protection Advisory Committee:

(1) *Membership.* The committee shall be comprised of fourteen (14) members. The members of the committee shall be appointed by the mayor after consultation with the members of city council.

(2) *Member appointments.*

a. Two (2) members of city council:

1. One (1) from the Peninsula;
2. One member at large not from the Peninsula.

b. Two (2) business community leaders.

c. Two (2) neighborhood leaders.

d. One (1) flooding advocacy group leader.

e. A member from the historic preservation community.

f. A South Carolina Aquarium representative.

g. A member of the conservation community.

h. A South Carolina Ports Authority Representative.

i. A member from the medical profession whose employment is primarily located on the Charleston peninsula

j. A member from the environmental justice community.

k. An engineer or architect.

(d) *Organization and operation.*

(1) The senior policy advisor to the mayor for resilience or designee shall serve as the coordinator between the committee and the city.

(2) The mayor shall annually appoint one of the committee members to be chairperson.

(3) The terms of the Committee member shall be two (2) years. No member shall serve more than two (2) consecutive terms. Members of the Committee filling a vacancy shall serve for the balance of the unexpired term.

(4) The committee shall hold quarterly meetings dependent upon project development. Meeting frequency can be increased at the discretion of the Chair and/or as requested in writing by a majority of the committee ~~biweekly meetings for the first six months and then meet monthly thereafter~~. The committee shall establish a regular time and place for its meetings.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_ in the year of Our Lord, 2023, in the \_\_\_\_ Year of the Independence of the United States of America.

By: \_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

By: \_\_\_\_\_  
Jennifer Cook  
Clerk of Council