A. Roll Call

B. Invocation – Councilmember Brady

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Proclamation recognizing Bishop Jacques E. Fabre-Jeune *(Requested by Councilmember Peter Shahid) (To be provided under separate cover)*

2. Proclamation recognizing the Doscher Family *(Requested by Councilmember Ross Appel)*

E. Public Hearings

*(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.)*

*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, August 15th:

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

2. Request to speak (via Zoom or telephone) or leave a comment for City Council by completing the form at [http://innovate.charleston-sc.gov/comments/](http://innovate.charleston-sc.gov/comments/).
3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1471 Folly Rd (James Island) (approximately 0.30 acre) (TMS #334-00-00-052) (Council District 6), be rezoned from Limited Business (LB) classification to General Business (GB) classification. The property is owned by Antonio Jesus Gentile.

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 640 King St (Peninsula) (approximately 0.10 acre) (TMS #460-04-04-028) (Council District 4), be rezoned from General Business (GB) classification to Mixed Use/Workforce Housing (MU-2/WH) classification. The property is owned by EQ Squared LLC.

3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 820 East Estates Boulevard (Long Branch- West Ashley) (approximately 0.26 acre) (TMS #310-02-00-152) (Council District 7), annexed into the City of Charleston July 19, 2022 (#2022-098), be zoned Single Family Residential (SR-1) classification. The property is owned by Leroy E. Waring Sr. and Shelia W. Waring.

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 2863 Maybank Highway (Johns Island) (approximately 1.59 acres) (TMS #313-00-00-135 and 138) (Council District 5), annexed into the City of Charleston July 19, 2022 (#2022-089), be zoned General Business (GB) classification. The property is owned by Maybank Group LLC. (SECOND READING)

5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1978 Maybank Highway (James Island) (approximately 0.38 acre) (TMS #343-03-00-198) to be annexed into the City of Charleston, be zoned General Business (GB) classification. The property is owned by Publican Investment Group.

6. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 4 Tovey Road (Carolina Terrace- West Ashley) (approximately 0.17 acre) (TMS #418-10-00-109) to be annexed into the City of Charleston, be zoned Single- Family Residential (SR-2) classification. The property is owned by John Bouvette.

7. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 31 Avondale Avenue (Avondale- West Ashley) (approximately 0.36 acre) (TMS #418-14-00-029), to be annexed into the City of Charleston, be zoned Single- Family Residential (SR-1) classification. The property is owned by Ashley and James Mackintosh.

8. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 5 Oakdale Place (Avondale- West Ashley) (approximately 0.22 acre) (TMS #418-15-00-042), to be annexed into the City of Charleston, be zoned Single-Family Residential (SR-1) classification. The property is owned by Allison and James Lutz.

9. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 22 Oakdale Place (Avondale- West Ashley) (approximately
0.24 acre) (TMS #418-10-00-104) to be annexed into the City of Charleston, be zoned Single-Family Residential (SR-1) classification. The property is owned by Kayley Seawright.

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. July 12, 2022 Workshop

2. July 19, 2022

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.

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1. Request to speak (via Zoom or telephone) 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, August 15th at 12:00 p.m.

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

I. Petitions and Communications:

1. Boards and Commissions Appointments:

   a. Commission on Women:

      (i) Amy McLeod – New Appointment
      (ii) CJ Gathers – New Appointment
      (iii) Debra Trogdon-Livingston – New Appointment
      (iv) Amanda Bunting Comen – Reappointment
      (v) Denise Fugo – Reappointment
      (vi) Carolyn Wright-Porcher – Reappointment
b. Minority and Woman Business Enterprise Advisory Board:

(i) Mary Butler – Reappointment  
(ii) Karl Hudson Phillips – Reappointment  
(iii) Karen Wright-Chisolm – Reappointment  
(iv) Katie McCravy – New Appointment

J. Council Communications:

1. Discussion and report from staff regarding the City’s Local First procurement policy *(Requested by Councilmember Jason Sakran)*

2. Discussion to remove Dupont Road from Sam Rittenberg to Savannah Highway and Orleans Road from Sam Rittenberg to Savannah Highway from the Design Review Corridor *(Requested by Councilmember Keith Waring)*

K. Council Committee Reports:

1. Committee on Community Development: *(Meeting was held Thursday, July 22, 2022 at 3:00 p.m.)*

   a. New Business:

   (i). Increasing Affordable Rental Units for Households Experiencing Homelessness in the City of Charleston - Presentation by Heather Dillashaw, Senior Manager, Housing and Community Development, ICF

   (ii). Rental Registration Program Ordinance - Robert Summerfield, Director, Planning Preservation and Sustainability and Dan Riccio, Director, Livability

   (iii). Discussion regarding frequency of meetings for the Community Development Committee of City Council

   *Give first reading to the following bill from Community Development:*

   An ordinance to amend Chapter 7, Article IV-Housing, of the Code of the City of Charleston, South Carolina, to add a new Division 4 implementing a pilot program for the registration, licensing, and inspection of residential rental units and providing regulations, fees, violations, and penalties therefor.

2. Committee on Human Resources: *(Meeting was held Wednesday, August 3, 2022 at 5:00 p.m.)*

   a. Old Business

   (i). Preliminary Discussion on Medical Plans

   b. New Business

   (i). Update on Job Vacancies
(ii). Discussion Regarding Job Reclassifications

(iii). Employee Pay Discussion

3. License Committee: (Meeting was held Thursday, August 4, 2022 at 4:30 p.m.)

a. Old Business:

b. New Business:

(i). An ordinance authorizing the Mayor to repeal and replace Chapter 17-Licenses, Permits and Miscellaneous Business Regulations; Article VIII-Late Night Entertainment Establishments; Sections 17-124 through 17-135.

Give first reading to the following bill from License:

An ordinance authorizing the Mayor to repeal and replace Chapter 17-Licenses, Permits and Miscellaneous Business Regulations; Article VIII-Late Night Entertainment Establishments; Sections 17-124 through 17-135.

4. Committee on Traffic and Transportation: (Meeting was held Tuesday, August 9, 2022 at 5:00 p.m. and Monday, August 15, 2022 at 1:00 p.m.)

a. August 9, 2022:

(i). Public Hearing on a request to lower the speed limit from 25 miles per hour to 20 miles per hour on Wayfarer Lane, a public street located within the Bayview Farms Neighborhood on James Island within the City of Charleston

(ii). Committee action on request to lower the speed limit from 25 miles per hour to 20 miles per hour on Wayfarer Lane, a public street located within the Bayview Farms Neighborhood on James Island within the City of Charleston

b. August 15, 2022:

(i). Lime - Charleston Bike Share Program Presentation

(ii). E-Carriage Presentation

(iii). Valet Parking – 6 month contract extension

(iv). Discussion of Ord. Sec. 19-206, reduction of the speed limit in residential neighborhoods

(v). Pedicab decals

(vi). Ashley River Pedestrian Bridge Intergovernmental Agreement

(vii). Discussion

5. Committee on Public Works and Utilities: (Meeting was held Monday, August 15, 2022 at 4:30 p.m.)
a. Acceptance and Dedication of Rights-of-Way and Easements:

(i). Hopewell Residential, Phase 1. Authorization for the acceptance and dedication of those certain rights-of-ways designated as- Matisse Street (50’ R/W, 1019 LF), Pop Pop Lane (20’ R/W, 285 LF), Roost Lane (20’ R/W, 308 LF), Havana Street (50’ R/W, 611 LF), Gumbo Alley (20’ R/W, 1383 LF), Sanders House Street (R/W Varies, 1684 LF), Bold Reason Street (50’ R/W, 435 LF), Generals Street (50’ R/W, 900 LF), a portion of Hopewell Drive (57’ R/W, 10 LF).

-- Title to Real Estate
-- Affidavit for Taxable or Exempt Transfers
-- Exclusive Stormwater Drainage Easement Agreement
-- Plat

This subdivision consists of 63 lots.

(ii). Twin Lakes, Phase 2 A. Authorization for the acceptance and dedication of those certain rights-of-ways designated as- Twin Lakes Avenue (22’ R/W, 440 LF), Bluegill Lane (22’ R/W, 703 LF), Soundcrest Road (22’ R/W, 145 LF), Blue Bayou Blvd. (50’ R/W, 1,110 LF), Crystal Springs Road (50’ R/W, 1,114 LF).

-- Title to Real Estate
-- Affidavit for Taxable or Exempt Transfers
-- Exclusive Stormwater Drainage Easement Agreement
-- Plat

This subdivision consists of 61 lots.

(iii). Westedge, Phase 1. Authorization for the acceptance and dedication of those certain rights-of-ways designated as- Westedge Street (R/W, LF), Horizon Street (R/W, LF), and District Drive (R/W, LF).

- Title to Real Estate
- Affidavit for Taxable or Exempt Transfers
- Exclusive Stormwater Drainage Agreement
- Plat

(iv). Authorization to notify SCDOT that the City intends to accept maintenance of 22 LF of granite curb and 58 LF of concrete sidewalk on Ashley Avenue (S-10-103) in conjunction with the project at 14 Cannon Street.

(v). Authorization to notify SCDOT that the City will accept maintenance of the proposed 72” Check Valve and associated trash rack and junction boxes at the western outfall of Calhoun St with the following conditions
   a. City staff approves the final design
   b. Installation meets City requirements and passes City inspection
   c. The Check Valve is manufactured by WaStop

b. Stormwater Management Department Updates:

(i). Barberry Woods Drainage Improvements – Recommend approval to submit an application to the SC Office of Resilience Revolving Loan Fund in the amount of $3,000,000 to support construction of Barberry Woods Drainage Improvements project on Johns Island. No match is required for the loan. The pay-back period is 10 years with an interest rate no higher than 40% of the market rate. Loan program provides potential for 25% of the loan to be converted to a no-match grant.
(ii). Long Branch Creek – Recommend approval to submit an application to the NOAA Transformational Habitat Restoration & Coastal Resilience grant to support the design and permitting of the Long Branch Creek Drainage Improvements in West Ashley. Grant funding request is $1,500,000 with a 50/50 City Match of $1,500,000 that is currently available from the allocated Drainage Fund for the project.

(iii). Concord St Pump Station Upfit – Recommend approval to submit an application to the SCRIA ARPA-SC Infrastructure Investment Program to support the construction of the Concord St Pump Station Upfit project. Grant funding request is $10,000,000 with a 25/75 City Match of $3,333,333 that is currently available from the allocated Drainage Fund for the project.

(iv). Central Park Drainage Improvements – Recommend approval of Work Authorization #9 with AECOM for a professional services contract to design and permit the Central Park Drainage Improvement Project Areas 1 & 2 in the Central Park/Wambaw Watershed on James Island for $433,992.00. Funds are available in the currently allocated Drainage Fund for the project.

(v). Cooper/Jackson Drainage Improvements – Recommend approval of Work Authorization #10 with AECOM for a professional services contract to design and permit the Cooper/Jackson Drainage Improvement Projects Phase 1 through 3 in the East Side of the Peninsula for $667,156.00. Funds are available in the currently allocated Cooper River Bridge TIF for the project.

(vi.) Lee St Emergency Repair – Recommend approval of Emergency Repair work completed to repair a 42” collapsed reinforced concrete pipe at Lee St and America St adjacent to the SC State Extension Service building by B&C Land Development Inc for $62,009.00

6. Committee on Public Safety: (Meeting was held Tuesday, August 16, 2022 at 2:00 p.m.)

a. Fire Department- Re-institution of Board of Fire Masters

b. Fire Department- Discussion on personnel salary and retention issues

c. Police Department- Approval of a Mutual Aid MOU with the Charleston County Sheriff’s Office and other local agencies to support multi-agency marine public safety units responding to Homeland Security issues.

d. Police Department – Approval of a MOU renewal between the City of Charleston Police Department and the Federal Bureau of Investigation Lowcountry Violent Crimes Task Force for overtime reimbursement.

e. Police Department- Discussion on personnel salary and retention issues

f. Police Department- Discussion on street flooding closure procedures

7. Committee on Ways and Means:

(Bids and Purchases

(Housing and Community Development: Mayor and City Council approval is requested to execute a B133 Contract, in a form to be approved by Corporation Counsel,
between the City of Charleston and LS3P for the donation of design services for the Hope Center. The donated services are valued at $192,000. The City of Charleston will be required to repay ninety (90%) percent of the completed work only if the City of Charleston determines it will not use the services of LS3P at any point. The contract includes a fee of $22,000.00 for Forsberg Engineering. LS3P is also working within their professional networks to procure services for the Center at minimal or no cost. The $22,000.00 is paid by the H2H campaign (non-city funds).

(To be distributed under separate cover by the Housing and Community Development Department)

(Legal Department: Authorization for the Mayor to execute an Intergovernmental Agreement between SCDOT and City of Charleston regarding the construction and maintenance of the Ashley River Pedestrian Bridge.

(Stormwater Management: Approval to submit an application to the SC Office of Resilience Revolving Loan Fund in the amount of $3,000,000.00 to support the construction phase of the Barberry Woods Drainage Improvements project on Johns Island. No match is required for the loan. The pay-back period of the loan is 10 years with an interest rate no higher than 40% of the market interest rate (estimated around 1%). Loan program provides a potential for up to 25% of the loan to be converted to a no-match grant. Loan program applications are done on a rolling basis. Funding for the loan payback and interest will come from the Drainage Fund.

(Stormwater Management: Approval of Central Park Drainage Improvements Work Authorization #9 in the amount of $433,992.00 with AECOM to provide engineering, design, and permitting services for new stormwater infrastructure in Project Areas 1 & 2 in the Central Park Watershed. Proposed improvements include pipe diameter increases, drainage channel geometry modifications, increasing the capacity of permanent stormwater best management practices, and installation of check-valves. The funding source for this project is the Drainage Fund.

(Stormwater Management: Approval of Cooper-Jackson Drainage Improvements Work Authorization #10 in the amount of $667,156.00 with AECOM to provide design and permitting services for new stormwater infrastructure in the Cooper-Jackson Watershed. This includes design of stormwater infrastructure improvements and obtaining the necessary permits to construct the improvements. The funding source for this project is the Cooper River Bridge TIF.

(Stormwater Management: Approval to submit an application to the NOAA Transformational Habitat Restoration & Coastal Resilience grant to support the design and permitting of the Longbranch Creek Drainage Improvements in West Ashley. Grant Funds-$1,500,000.00, City match- $1,500,000.00. Application deadline of September 6, 2022. No match is required for this grant however providing a match amount is taken into consideration during the grant application evaluation process. Matching funds are coming from the Drainage Fund.

(Stormwater Management: Approval to submit an application to the SCRIA ARPA-SC Infrastructure Investment Program to support the construction of the Concord St. Pump Station Upfit project. Grant Funds-$10,000,000.00, City Match- $3,333,333.00. Application deadline of September 12, 2022. Match amount required by the grant is 25%. Match amount is funded from the Drainage Fund.

(Parks-Capital Projects: Approval of International African American Museum GMP Change Order #17 in the amount of $190,816.00 with Turner Construction Company for alterations in the decking material for the wood walkway from 2x4 Black Locust to the 5/4” IPE. Funding for this will come from the IAAM. Approval of Change Order #17 will increase the GMP contract by $190,816.00 (from $61,894,000.000 to $62,084,816.00). Funding sources for this project are:
Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), and IAAM Contributions ($53,000,000.00).

(Parks-Capital Projects: Approval of International African American Museum GMP Change Order #18 in the amount of $107,605.00 with Turner Construction Company for modifications to the bus stop, installation of steam condensate pumps, and a credit from one of the subcontractors for grout materials used in the installation of the granite at the main entrance. Funding for this will come from the IAAM. Approval of Change Order #18 will increase the GMP contract by $107,605.00 (from $62,084,816.00 to $62,192,421.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), and IAAM Contributions ($53,000,000.00).

(Parks-Capital Projects: Approval of International African American Museum GMP Change Order #19 in the amount of $40,320.00 with Turner Construction Company for modifications to the fountain equipment to reduce maintenance costs and additional plant material in the landscape. Funding for this will come from the IAAM. Approval of Change Order #19 will increase the GMP contract by $40,320.00 (from $62,192,421.00 to $62,232,741.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), and IAAM Contributions ($53,000,000.00).

(Recreation Department: Approval of the Memorandum of Agreement between the City of Charleston and WINGS for Kids to allow WINGS to manage an afterschool program for community children at the Arthur W. Christopher Community Center during the school year from 2:30-6pm.

(Police Department: Approval of an MOU renewal between the City of Charleston Police Department and the Federal Bureau of Investigation Lowcountry Violent Crimes Task Force for overtime reimbursement.

(Police Department: Approval of a Mutual Aid MOU with the Charleston County Sheriff’s Office and other local agencies to support multi-agency marine public safety units responding to Homeland Security Issues.

(Office of Cultural Affairs: Approval to accept $9,324 from Charleston County Local Accommodations Tax Funding, to support the 2023 Piccolo Spoleto Festival. The project period is 5/26/2023-6/19/2023. No City match is required.

(Office of Cultural Affairs: Approval to accept $8,584 from Charleston County Local Accommodations Tax Funding, to support the 2022 MOJA Arts Festival. The project period is 9/15/2022-11/15/2022. No City match is required.

(Office of Cultural Affairs: Approval to accept $4,669 from Charleston County Local Accommodations Tax Funding, to support the 2022 Free Verse Poetry Festival. The project period is 10/15/2022-11/15/2022. No City match is required.

(Office of Cultural Affairs: Approval to accept $6,078 from Charleston County Local Accommodations Tax Funding, to support the 2022 Holiday Magic in Historic Charleston. The project period is 12/1/2022-12/31/2022. No City match is required.

(BFRC: Approval of $3,400,000 in ARPA funds to provide a bonus to all City employees. Full time employees will receive $1,250 and part-time employees will receive $625. By approving this item, Council is approving the use of ARPA funds to fund this expense. We previously allocated $3.7 million in ARPA funds to rescind the property tax increase budgeted in 2021. We do not have to utilize this funding as our 2021 revenues were much higher than anticipated. We can reallocate this funding to employee bonuses.
(BFRC: Approval to increase the City’s starting pay rate to all City Pay Plans (Sworn and Unsworn). The cost will be $428,939. By approving this, Council approves the ongoing costs into the 2023 Budget. These costs will be included in the City’s base budget. In addition, City Council commits to the additional funding that will be needed in the 2023 budget to address the compression issues this pay increase will create. Funding for the cost of the adjustment will come from salary savings.

(Planning, Preservation & Sustainability: Resolution Approving the Assessment Roll for the King Street BID.

(Approval for the rental of Festival Hall for the MOJA Arts Festival on October 7, 8, 9, 2022. (56 Beaufain St., Charleston, SC 29401)

(Approval for the rental of Festival Hall for the MOJA Arts Festival on November 11, 12, 13, 2022. (56 Beaufain St., Charleston, SC 29401)

(Authorization for the Mayor to execute on behalf of the City a Second Amendment to the Management and Operating Agreement with the Charleston Area Convention & Visitors Bureau. [Ordinance]

(Ordinance authorizing Mayor to execute a First Amendment to Lease Agreement between City of Charleston and South Carolina Aquarium. (Charleston Maritime Center – 10 Wharfside Street)

(Authorization for the Mayor to accept on behalf of the City of Charleston as Grantee, irrevocable deed restrictions in favor of the City in and to 838 Morrison Drive, from Morrison Yard Owner, LLC, in connection with Grantor’s request for Quality Outdoor Public Space incentive points and height/density bonuses under the Upper Peninsula District Zoning Ordinance. (TMS# 459-07-00-010)

(Ordinance authorizing Mayor to execute on behalf of the City a utility easement approved as to form by the Office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 277-00-00-003, within the Right of Way shown on reference Drawing D-78456, to permit installation of overhead electric line to the soccer field and lacrosse field on Daniel Island.

(Authorization for the Mayor to execute a Right of Purchase on behalf of the City of Charleston, to purchase 56 Nunan Street from Freedom Mortgage for an amount of $135,000.00. The Right of Purchase will only be exercised if the homeowner is unable to secure funding from SC Housing to repay the arrearages that exist. Staff has been advised that the assistance is approved and the arrearages will be addressed. Awaiting final notification and documentation related to this approval. (TMS# 460-07-01-025)

(Authorization for the Mayor to execute, on behalf of the City of Charleston, an Amendment to the Development Agreement between the City and JJR Development, LLC, dated May 25, 2022, for the construction of 6 houses on 67 America Street. The Amendment requests: (i) approval to accept an increase in the construction budget from $1,765,821 to $1,936,278, (ii) an increase in the homebuyer subsidy from $500,000 to $738,000, (iii) an extension in Substantial Completion to October 1, 2023, and (iv) identification of each of the 6 lots by its designated TMS number. (TMS# 459-09-02-132)

(Authorization for the Mayor to execute, on behalf of the City of Charleston, the Second Amendment to the Transfer Agreement between the City and JJR Development, LLC, to include the properties located at 67 America Street (TMS# 459-09-02-132), 3 Father Grants Court (TMS# 459-09-02-184), and 11 Father Grants Court (TMS# 459-09-02-185) 15 Father Grants Court (TMS# 459-09-02-190) and 19 Father Grants Court (TMS# 459-09-02-191) as part of the transaction and to permit closing to occur on or before September 30, 2022. [Ordinance]
Authorization for the Mayor to execute on behalf of the City an Escrow Agreement between Long Savannah Land Company and HPH Properties regarding the acquisition of land for Long Savannah Parkway.

Authorization for the Mayor to execute necessary documents to transfer to the Commissioner of Public Works of the City of Charleston certain utilities constructed by the City during renovations to Credit One Stadium.

Please consider the following annexations:
- 29 Avondale Avenue (0.35 acre) (TMS# 418-14-00-030), West Ashley, (District 9). The property is owned by Julia and Jay Langston.
- 309 Cessna Avenue (0.18 acre) (TMS# 350-09-00-028), West Ashley, (District 5). The property is owned by Fiona R. Sanderson and Marshall D. Sanderson.
- 827 Trent Street (0.31 acre) (TMS# 310-02-00-155), West Ashley, (District 7). The property is owned by Taylor B. Green.
- 2157 Wappoo Drive (0.22 acre) (TMS# 343-06-00-174), James Island, (District 11). The property is owned by John and Maggie Guerry.

Executive session pursuant to S.C. Code Ann. 30-4-70(a)(2) for update and discussion regarding lease negotiations with Childrens Museum of Charleston.

Executive session pursuant to S.C. Code Ann. Sec. 30-4-70(a)(2): Discussion and consideration of proposed contractual arrangements for purchase of property.

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

An ordinance authorizing the Mayor to execute on behalf of the City a Second Amendment to the Management and Operating Agreement with the Charleston Area Visitors Bureau.

An ordinance authorizing Mayor to execute a First Amendment to Lease Agreement between City of Charleston and South Carolina Aquarium.

An ordinance authorizing the Mayor to accept, on behalf of the City of Charleston, as Grantee, irrevocable deed restrictions in favor of the City in and to 838 Morrison Drive, from Morrison Yard Owner, LLC, as Grantor, in connection with Grantor’s request for quality outdoor public space incentive points and height/density bonuses under the City’s Upper Peninsula District Zoning ordinance.

An ordinance amending Ordinance Nos. 2020-007, as amended by Ordinance No. 2021-086, by authorizing the Mayor to execute, on behalf of the City of Charleston (“City”), the Second Amendment to the Transfer Agreement between the City and JJR Development, LLC, to include the properties located at 67 America Street, also known as 1 Father Grants Court (TMS no. 459-09-02-132), D Father Grants Court (TMS No. 459-09-02-183), 5 Father Grants Court (TMS No. 459-09-02-184), and 7 Father Grants Court (TMS No. 459-09-02-185) as part of the transaction and to permit closing to occur on or before September 30, 2022 as further amended.

An ordinance to provide for the annexation of property known as 309 Cessna Avenue (.18 acre) (TMS# 350-09-00-028), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Fiona R. Sanderson and Marshall D. Sanderson.

An ordinance to provide for the annexation of property known as 2157 Wappoo Drive (.22 acre) (TMS# 343-06-00-174), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by John and Maggie Guerry.
An ordinance to provide for the annexation of property known as 29 Avondale Avenue (.35 acre) (TMS# 418-14-00-030), 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 Julia and Jay Langston.

An ordinance to provide for the annexation of property known as 827 Trent Street (.31 acre) (TMS# 310-02-00-155), 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 Taylor B Green.

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 the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 24 Market St (Downtown- Peninsula) (approximately .67 acre) (TMS #458-05-04-023, 031 and 029) (Council District 1), be rezoned from 3 Story and WP Old City Height District classification to 4 Story Old City Height District classification. The properties are owned by Carroll Building LLC.

2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that properties on Travis Lane (Honey Hill- Cainhoy Peninsula) (approximately 11.4 acres) (TMS #268-00-00-005 and 039) (Council District 1), be rezoned from Single Family Residential (SR-1) classification to Diverse Residential (DR-9) classification. The properties are owned by Coles Emily Barnes.

3. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending the Planned Unit Development (PUD) Master Plan and Development Guidelines (Barre/Halsey PUD – Harleston Village) by rezoning the property located at 65 Barre Street (approximately 0.19 acre) (TMS# 457-02-04-025) from Single-Family Residential (SR-2) to PUD and by increasing the maximum number of dwelling units allowed in the PUD.

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 2157 Fort Pemberton Drive (Riverland Terrace- James Island) (approximately 0.23 acre) (TMS #343-01-00-104) (Council District 11), annexed into the City of Charleston May 24, 2022 (#2022-076), be zoned Single Family Residential (SR-1) classification. The property is owned by Jennifer Moggenberg and Jack Narusevich.

5. An ordinance to provide for the annexation of property known as 1989 Maybank Highway (1.52 acre) (TMS# 343-03-00-208), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Maywood, LLC.

6. An ordinance to provide for the annexation of property known as 1978 Maybank Highway (.38 acre) (TMS# 343-03-00-198), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Brian Tanner and George Vasilos.

7. An ordinance to provide for the annexation of property known as 22 Oakdale Place (.24 acre) (TMS# 418-10-00-104), 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 Kayley Seawright.

8. An ordinance to provide for the annexation of property known as 5 Oakdale Place (0.22 acre) (TMS# 418-15-00-042), 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 3. The property is owned by Allison and James Lutz.

9. An ordinance to provide for the annexation of property known as 31 Avondale Avenue (0.35 acre) (TMS# 418-14-00-029), 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 James and Ashley Mackintosh.

10. An ordinance to provide for the annexation of property known as 4 Tovey Road (0.17 acre) (TMS# 418-10-00-109), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by John Bouvette.

11. An ordinance to amend Chapter 29, Article V., Section 29-212 of the City of Charleston Code of Ordinances amending a Section 29-212 (g) (8), setting forth the address of the City of Charleston’s designated thermometers.

12. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Clements Ferry Road (Jack Primus - Cainhoy Peninsula) (approximately 105.11 acres) (a portion of TMS# 268-00-00-133) (Council District 1), be rezoned from Light Industrial (LI) classification to Single-Family Residential (SR-2) classification. The property is owned by McAlister Togrant Clements LLC etal.

13. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2863 Maybank Highway (Johns Island) (approximately 1.83 acres) (TMS #313-00-00-135 and 138) (Council District 5), be zoned General Business (GB) classification. The property is owned by Maybank Group LLC. (DEFERRED FOR PUBLIC HEARING)

14. An ordinance to provide for the annexation of property known as 1766 Ashley River Road (.49 acre) (TMS# 351-11-00-003), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Irmgard S. Titus. (DEFERRED)

15. An ordinance to provide for the annexation of property known as 1776 Ashley River Road (.56 acre) (TMS# 351-11-00-004), 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 Morris N. and Nancy B. Harper Revocable Trust. (DEFERRED)

16. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1776 and 1766 Ashley River Road (West Ashley) (approximately 1.05 acres) (TMS #351-11-00-003 and 351-11-00-004) (Council District 9), be zoned General Business (GB) classification. The property is owned by Morris N. and Nancy B. Harper Revocable Trust and Irmgard S. Titus. (DEFERRED FOR PUBLIC HEARING)
17. An ordinance to authorize the Mayor to execute on behalf of the City an Amended and Restated Lease between the City of Charleston and Charleston Water System regarding the use of the recreational Greenway. (DEFERRED)

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

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

20. 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)

21. 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 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.

2. An ordinance to authorize the Mayor to execute a deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, Quit-claiming to Children’s Museum of Charleston the City of Charleston’s right, title, interest, if any, to that certain portion of property bearing Tax Map Number: 460-16-02-010, and subject to certain exceptions and other matters to be approved by the Office of Corporation Counsel. (DEFERRED)

3. 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)

N. Miscellaneous Business:

1. The next regular meeting of City Council will be Tuesday, September 13, 2022 at 5:00 p.m.

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

JOHN J. TECKLENBURG

MAYOR

PROCLAMATION

WHEREAS; the City of Charleston is honored to recognize DOSCHER'S GROCERY STORE, which started business in the city in 1881 at the corner of Spring and President Streets, and later grew into a multi-generational-run store in many locations; and

WHEREAS; John Doscher Jr., affectionately referred to as “Mr. D,” was born in 1926 at home on the second floor of the Grocery Store; and

WHEREAS; by 1974, DOSCHER'S opened its eighth store on Savannah Highway in West Ashley; and

WHEREAS; Mr. D worked the last 24 years of his 69-year career in the meat department at that West Ashley store; and

WHEREAS; after Mr. D retired in 2011, the fourth and fifth generations of the Doscher family continued the family business; and

WHEREAS; although DOSCHER'S GROCERY STORE closed in May, it remains in the hearts and minds of the Charleston community as having been well-known as a reliable place for residents to grocery shop for 48 years.

WHEREAS; we are proud to recognize not only the DOSCHER'S GROCERY STORE today, but the Doscher family, and extend to them our sincere gratitude for nearly 5 decades of service to West Ashley residents and beyond.

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, do hereby proclaim Tuesday, August 16, 2022 as:

DOSCHER'S GROCERY STORE DAY

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 16th day of August in the year of 2022.

John J. Tecklenburg, Mayor

P.O. Box 652, Charleston, South Carolina 29402
843-724-3737 Fax 843-720-3872
PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, August 16, 2022 beginning at 5:00 p.m. at City Hall, 80 Broad Street and via Conference Call # 1-929-205-6099, Access Code 912 096 416, on the request that the Zoning Ordinance of the City of Charleston be changed in the below respects. The public may participate by signing-up to speak in person at the meeting or by using one of the following virtual options:

Requests to speak at the meeting and comments must be received by 12:00 p.m. Monday, August 15th:

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

2. Request to speak (via Zoom or telephone) or leave a comment for City Council by completing the form at: http://innovate.charleston-sc.gov/comments/

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

REZONINGS

1. To rezone 1471 Folly Road (Signal Point - James Island) (Approx. 0.30 acre) (TMS # 334-00-00-052) from Limited Business (LB) classification to General Business (GB) classification.

2. To rezone 640 King Street (Downtown – Peninsula) (Approx. 0.10 acre) (TMS # 460-04-04-026) from General Business (GB) classification to Mixed Use/Workforce Housing (MU-2WH) classification.

ZONINGS

1. 820 East Estates Boulevard (Long Branch - West Ashley) (Approx. 0.26 acre) (TMS # 310-02-00-152) Single Family Residential (SR-1).

2. 2863 Maybank Highway (Johns Island) (Approx. 1.59 acres) (TMS # 313-00-00-135 & 138) General Business (GB). Second Reading

3. 1978 Maybank Highway (James Island) (Approx. 0.38 acres) (TMS # 343-03-00-198) General Business (GB).

4. 4 Tovey Road (Carolina Terrace - West Ashley) (Approx. 0.17 acre) (TMS # 418-10-00-109) Single Family Residential (SR-2).

5. 31 Avondale Avenue (Avondale - West Ashley) (Approx. 0.36 acre) (TMS # 418-14-00-029) Single Family Residential (SR-1).

6. 5 Oakdale Place (Avondale - West Ashley) (Approx. 0.22 acre) (TMS # 418-15-00-042) Single Family Residential (SR-1).

7. 22 Oakdale Place (Avondale - West Ashley) (Approx. 0.24 acre) (TMS # 418-10-00-104) Single Family Residential (SR-1).

JENNIFER COOK
Clerk of Council

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) 577-1399 or email schumacherj@charleston-sc.gov three business days prior to the meeting.
1. Request approval of minutes from the June 15, 2022 Planning Commission meeting.

Motion **APPROVAL (6-0)**

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**REZONING**

1. 1471 Folly Rd (Signal Point - James Island) TMS #3340000052 - approx. 0.30 ac. Request rezoning from Limited Business (LB) to General Business (GB).

Motion: **APPROVAL (6-0)**

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2. 640 King St (Downtown - Peninsula) TMS #4600104028 - approx. 0.10 ac. Request rezoning from General Business (GB) to Mixed Use/Workforce Housing (MU-2/WH).

Motion: **APPROVAL (6-0)**

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3. 179 & 181 Fishburne St (Westside - Peninsula) TMS # 4600702173, 175 and 242 - approx. 0.23 ac. Request rezoning from the 2.5 Story Old City Height District to the 3 Story Old City Height District.

Motion: **DISAPPROVAL** (4-2)

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4. 313 Ashley Ave (Westside - Peninsula) TMS # 4600702053- approx. 0.13 ac. Request rezoning from the 2.5 Story Old City Height District to the 3 Story Old City Height District.

Deferred by Applicant

5. 0 Orrs Ct (Westside - Peninsula) TMS # 4600702071 - approx. 0.07 ac. Request rezoning from the 2.5 Story Old City Height District to the 3 Story Old City Height District.

Deferred by Applicant

6. 18 Orrs Ct (Westside - Peninsula) TMS # 4600702070 - approx. 0.06 ac. Request rezoning from the 2.5 Story Old City Height District to the 3 Story Old City Height District.

Deferred by Applicant

7. 20 Orrs Ct (Westside - Peninsula) TMS # 4600702069 - approx. 0.13 ac. Request rezoning from the 2.5 Story Old City Height District to the 3 Story Old City Height District.

Deferred by Applicant

**PLANNED UNIT DEVELOPMENT (PUD) AMENDMENTS**
1. Properties on Battery Island Dr (Beefield - James Island) TMS #3340500023, 022 & 055 – approx. 7.08 ac Request rezoning of two properties (TMS# 3340500023 & 022) from Rural Residential (RR-1) and zoning of one property (TMS# 3340500055) to Planned Unit Development (PUD) (Battery Island), with the Planned Unit Development Guidelines attached hereto and incorporated herein by reference to serve as the development plan for such property.

Deferred by Applicant

ZONING

1. 820 East Estates Blvd (Long Branch - West Ashley) TMS# 3100200152 – approx. 0.26 ac. Request zoning of Single Family Residential (SR-1). Zoned Single Family Residential (R-4) in Charleston County.

Motion: APPROVAL (7-0)  
1st: BAILEY  2nd: JOHNSON

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2. 2863 Maybank Hwy (Johns Island) TMS# 3130000135 & 138 – approx. 1.59 ac. Request zoning of General Business (GB). Zoned Johns Island Maybank Highway Corridor Overlay District (JO-MHC-O) and Mixed Use (MU) in Charleston County.

Motion: APPROVAL (7-0)  
1st: JACOBS  2nd: LESESNE

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Motion: APPROVAL (7-0)  
1st: JACOBS  2nd: LESESNE
4. 4 Tovey Rd (Carolina Terrace - West Ashley) TMS# 4181000109 – approx. 0.17 ac. Request zoning of Single Family Residential (SR-2). Zoned Single Family Residential (R-4) in Charleston County.

Motion: APPROVAL (7-0)  

1st: LEMPESES  2nd: JOHNSON

5. 31 Avondale Ave (Avondale – West Ashley) TMS# 4181400029 – approx. 0.36 ac. Request zoning of Single Family Residential (SR-1). Zoned Single Family Residential (R-4) in Charleston County.

Motion: APPROVAL (7-0)  

1st: LESESNE  2nd: LEMPESES

6. 5 Oakdale Place (Avondale – West Ashley) TMS # 4181500042 – approx. 0.22 ac. Request zoning of Single Family Residential (SR-1). Zoned Single Family Residential (R-4) in Charleston County.

Motion: APPROVAL (7-0)  

1st: LESESNE  2nd: LEMPESES
### 7. 22 Oakdale Place (Avondale - West Ashley) TMS # 4181000104 - approx. 0.24 ac
Request zoning of Single Family Residential (SR-1). Zoned Single Family Residential (R-4) in Charleston County.

**Motion:** **APPROVAL (7-0)**

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2nd: **LEMPESIS**

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AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1471 FOLLY RD (JAMES ISLAND) (APPROXIMATELY 0.30 ACRE) (TMS #334-00-00-052) (COUNCIL DISTRICT 8), BE REZONED FROM LIMITED BUSINESS (LB) CLASSIFICATION TO GENERAL BUSINESS (GB) CLASSIFICATION. THE PROPERTY IS OWNED BY ANTONIO JESUS GENTILE.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from Limited Business (LB) classification to General Business (GB) classification.

Section 2. The property to be rezoned is described as follows:
1471 Folly Rd (James Island) (approximately 0.30 acre) (TMS #334-00-00-052)

Section 3. This ordinance shall become effective upon ratification.

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

By:
John J. Tecklenburg
Mayor, City of Charleston

Attest:
Jennifer Cook
Clerk of Council
Application: Jesus Antonio Generle
Owner: Jesus Antonio Generle
Request Rezoning from Limited Business (LB) to General Business (GB),
#3340000052 - approx. 0.30 ac.
1971 Folly Rd (Signal Point-James Island) TMS REZONING 1

City of Charleston Zoning Map
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 640 KING ST (PENINSULA) (APPROXIMATELY 0.10 ACRE) (TMS #460-04-04-028) (COUNCIL DISTRICT 4), BE REZONED FROM GENERAL BUSINESS (GB) CLASSIFICATION TO MIXED USE/WORKFORCE HOUSING (MU-2/WH) CLASSIFICATION. THE PROPERTY IS OWNED BY EQ SQUARED LLC.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from General Business (GB) classification to Mixed Use/Workforce Housing (MU-2/WH) classification.

Section 2. The property to be rezoned is described as follows:
640 King St (Peninsula) (approximately 0.10 acre) (TMS #460-04-04-028)

Section 3. This ordinance shall become effective upon ratification.

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

By: ____________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest: ____________________________
Jennifer Cook
Clerk of Council
City of Charleston Zoning Map
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 820 EAST ESTATES BOULEVARD (LONG BRANCH- WEST ASHLEY) (APPROXIMATELY 0.26 ACRE) (TMS #310-02-00-152) (COUNCIL DISTRICT 7), ANNEXED INTO THE CITY OF CHARLESTON JULY 19, 2022 (#2022-098), BE ZONED SINGLE FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY LEROY E. WARING SR. AND SHELIA W. WARING.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

820 East Estates Boulevard (Long Branch- West Ashley) (approximately 0.26 acre) (TMS #310-02-00-152)

Section 2. That the said parcel of land described above shall be zoned Single Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

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

By:

__________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

__________________________
Jennifer Cook
Clerk of Council
City of Charleston Zoning Map
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2863 MAYBANK HIGHWAY (JOHNS ISLAND) (APPROXIMATELY 1.59 ACRES) (TMS #313-00-00-135 AND 138) (COUNCIL DISTRICT 5), ANNEXED INTO THE CITY OF CHARLESTON JULY 19, 2022 (#2022-089), BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION. THE PROPERTY IS OWNED BY MAYBANK GROUP LLC.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2863 Maybank Highway (Johns Island) (approximately 1.59 acres) (TMS #313-00-00-135 and 138)

Section 2. That the said parcel of land described above shall be zoned General Business (GB) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______ day of ____________________ in the Year of Our Lord ____________, in the ________ Year of Independence of the United States of America.

By:

__________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

__________________________
Jennifer Cook
Clerk of Council
City of Charleston Zoning Map
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1978 MAYBANK HIGHWAY (JAMES ISLAND) (APPROXIMATELY 0.38 ACRE) (TMS #343-03-00-198) TO BE ANNEXED INTO THE CITY OF CHARLESTON, BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION. THE PROPERTY IS OWNED BY PUBLICAN INVESTMENT GROUP.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

1978 Maybank Highway (James Island) (approximately 0.38 acre) (TMS #343-03-00-198)

Section 2. That the said parcel of land described above shall be zoned General Business (GB) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______ day of ______________________ in the Year of Our Lord __________, in the ________ Year of Independence of the United States of America.

By:

__________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

__________________________
Jennifer Cook
Clerk of Council
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 4 TOVEY ROAD (CAROLINA TERRACE- WEST ASHLEY) (APPROXIMATELY 0.17 ACRE) (TMS #418-10-00-109) TO BE ANNEXED INTO THE CITY OF CHARLESTON, BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION. THE PROPERTY IS OWNED BY JOHN BOUVETTE.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

4 Tovey Road (Carolina Terrace- West Ashley) (approximately 0.17 acre) (TMS #418-10-00-109)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-2) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of ______________________ in the Year of Our Lord __________, in the _______ Year of Independence of the United States of America.

By:

__________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

__________________________
Jennifer Cook
Clerk of Council
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 31 AVONDALE AVENUE (AVOINDALE- WEST ASHLEY) (APPROXIMATELY 0.36 ACRE) (TMS #418-14-00-029), TO BE ANNEXED INTO THE CITY OF CHARLESTON, BE ZONED SINGLE- FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY ASHLEY AND JAMES MACKINTOSH.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

31 Avondale Avenue (Avoindale- West Ashley) (approximately 0.36 acre) (TMS #418-14-00-029)

Section 2. That the said parcel of land described above shall be zoned Single- Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council
City of Charleston Zoning Map

Owner: Ashley and James Mackintosh
Charleston County
31 Avondale Ave (Avondale - West Ashley)

TMS# 1814000079 - approx. 0.60 acres
SR-1; Zoned Single Family Residential (R-4) in
Request zoning of Single Family Residential
R-2; R-4; R-2; R-1; Avenida Ave

Department of Planning, Preservation
2 George St, Charleston, SC 29401
www.charleston-sc.gov
R & Zoning Cell
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 5 OAKDALE PLACE (AVONDALE- WEST ASHLEY) (APPROXIMATELY 0.22 ACRE) (TMS #418-15-00-042), TO BE ANNEXED INTO THE CITY OF CHARLESTON, BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY ALLISON AND JAMES LUTZ.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

5 Oakdale Place (Avondale- West Ashley) (approximately 0.22 acre) (TMS #418-15-00-042)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

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

By:

______________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

______________________________
Jennifer Cook
Clerk of Council
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 22 OAKDALE PLACE (AVONDALE- WEST ASHLEY) (APPROXIMATELY 0.24 ACRE) (TMS #418-10-00-104) TO BE ANNEXED INTO THE CITY OF CHARLESTON, BE ZONED SINGLE- FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY KAYLEY SEAWRIGHT.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

22 Oakdale Place (Avondale- West Ashley) (approximately 0.24 acre) (TMS #418-10-00-104)

Section 2. That the said parcel of land described above shall be zoned Single- Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of

__________________________, in the Year of Our Lord
__________________________, in the _______ Year of Independence
of the United States of America.

By:

__________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

__________________________
Jennifer Cook
Clerk of Council
City of Charleston Zoning Map

Owner: Kayley Seawright

Charleston County

Zoned Single-Family Residential (R-4) in Subdivision.

TMS # 418100104 - Approx: 0.24 ac
22 Oakdale Place (Avondale - West Ashley)

Zoning
City of Charleston

JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO:      City Councilmembers
FROM:    John J. Tecklenburg, Mayor
DATE:    August 16, 2022
RE:      Commission on Women

The Commission on Women shall be comprised of sixteen (16) members who shall be appointed by the Mayor with the advice and consent of City Council, one of whom shall be a member of City Council. The membership shall include: citizens at large concerned with women's issues; members with specialized knowledge and experience regarding the needs of women; neighborhood advocates concerned with women's issues; representatives of women's advocacy or membership organization. Commission members who are citizens at large, neighborhood advocates, or representatives of women's advocacy or membership organizations shall be residents of the city and/or own or work for a business, nonprofit, or other entity within the city limits throughout the terms of their positions.

The following are my recommendations for the Commission on Women:

- Amy McLeod – New Appointment – term expires 02/28/25
- CJ Gathers – New Appointment – term expires 02/28/25
- Debra Trogdon-Livingston – New Appointment – term expires 02/28/25
- Amanda Bunting Comen – Reappointment – term expires 02/28/25
- Denise Fugo – Reappointment – term expires 02/28/25
- Carolyn Wright Porcher – Reappointment – term expires 02/28/25
JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO: City Councilmembers

FROM: John J. Tecklenburg, Mayor

DATE: August 16, 2022

RE: Minority and Women Business Enterprise Advisory Board

The Minority and Women Business Enterprise Advisory Board shall consist of at least 7 but no more than 11 individuals, representing minority business owners, lenders, government agencies, advocacy organizations, and critical stakeholders that represent the business interests of minority owned businesses. Committee members shall serve a two-year term. The purpose of the advisory committee is to provide recommendations to the Minority Business Enterprise Manager to support the goals and objectives of that office such as development strategies, policies, and operational procedures for the City of Charleston.

The following are my recommendations for the Minority and Women Business Enterprise Advisory Board:

- Mary Butler – Reappointment – term expires 2/28/2024
- Karen Wright-Chisolm – Reappointment – term expires 5/05/2024
- Katie McCravy – New Appointment – term expires 8/30/2024
AN ORDINANCE

TO AMEND CHAPTER 7, ARTICLE IV-HOUSING, OF THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, TO ADD A NEW DIVISION 4 IMPLEMENTING A PILOT PROGRAM FOR THE REGISTRATION, LICENSING, AND INSPECTION OF RESIDENTIAL RENTAL UNITS AND PROVIDING REGULATIONS, FEES, VIOLATIONS, AND PENALTIES THEREFOR.

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

Section 1. Chapter 7, Article IV-Housing, of the Code of the City of Charleston is hereby amended by adding a new “Division 4-Rental Housing Regulations Pilot Program” to read as follows:

“DIVISION 4 - RENTAL HOUSING REGULATIONS PILOT PROGRAM

Sec. 7-125. - Purpose.
WHEREAS, it is the desire of the City to protect and promote the public health, safety, quality of life, and welfare of its citizens; to establish rights and obligations of owners and occupants relating to residential rental units in the City; and to encourage owners and occupants to maintain and improve the quality of rental housing within the community.

WHEREAS, the City further desires to implement a rental registration program that maximizes the effectiveness of City resources in rental property code enforcement, identifies all rental units in the City and their landlords on a continuous and recurring basis in order to accommodate the fluctuating nature of the residential rental market, and economically focuses City resources toward chronic offenders.

WHEREAS, City records indicate there is a greater incidence of noise, trash/garbage, unkempt yards, and nuisance in areas with a high percentage of residential rental units, compounded with the City’s inability to enforce Code violations due to absentee landlords.

WHEREAS, there is also a growing concern in the community regarding the decline of general conditions of residential rental units and the City’s inability to enforce Code violations or the International Property Maintenance Code due to absentee landlords.

WHEREAS, the challenges stated above put public health and safety of all City residents at risk.

WHEREAS, the Eastside neighborhood experienced the highest rate of disturbance calls per number of rental property in 2021 of any residential neighborhood on the peninsula;

WHEREAS, in an effort to address these concerns, the City will conduct a pilot program applicable to residential rental units located in Eastside neighborhood during its first phase, as shown on the map attached hereto as Exhibit A; and
WHEREAS, staff will report monthly to City Council on the effectiveness and administration of the pilot program with the expectation that it shall be expanded to the entirety of the City of Charleston, as deemed appropriate by City Council in terms of time, place, scope, and resources.

WHEREAS, City Council shall retain the discretion to determine when and where to expand the pilot program, including whether to continue, modify, or discontinue the pilot program.

Sec. 7-126. - Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this division, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section, such terms shall have ordinarily accepted meaning such as the context implies.

*Citation* means a charge or formal written accusation of violation of a municipal, state or federal law, regulation or ordinance.

*Dwelling* means any building, structure or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

*Dwelling Unit* means any one or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.

*Family* means:

1) An individual;
2) one (1) or more persons related by blood or marriage with any number of natural children, foster children, stepchildren or adopted children, plus not more than two (2) unrelated persons living together as a single housekeeping [unit]; or
3) A group of not more than four (4) persons not related by blood, marriage, adoption, or guardianship, living together as a single housekeeping unit, except that for properties in non-residential zoning districts containing twenty (20) or more dwelling units the maximum number of unrelated persons allowed in a single housekeeping unit shall be six (6).

*Good Faith* means honesty in fact in the conduct of the transaction concerned.

*Landlord* means owner, lessor, or sublessor of the premises, whether a person, firm or corporation, including any professional management company or other agent of the landlord exercising control over the premises.

*Occupant* means any person(s) living and sleeping, either or both, in a dwelling or dwelling unit. A family of related persons shall be counted as one occupant.

*Offense* means any violation of local, state, or federal statutes or ordinances which results in a forfeiture of bond, plea of guilty, no contest, acceptance into pre-trial intervention, alcohol
education program or a determination of guilt by a court or a jury. For purposes of this division, all violations for which charges are made during one response by law enforcement officers which result in a forfeiture of bond, acceptance into a pre-trial intervention program, alcohol education program, conviction, or a plea of guilty or no contest collectively shall be deemed one offense.

Owner means any means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to real property, as may be shown of record in the land records of this State or (ii) all or part of the beneficial ownership and a right to present use and enjoyment of the premises.

Organization includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

Person includes an individual or organization.

Premises means a residential rental unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant.

Professional Management Company means any company licensed by South Carolina Department of Labor, Licensing and Regulation as a real estate broker or property manager.

Residential Rental Permit District shall mean an area subject to the provisions of this Division 4 upon designation by City Council.

Residential Rental Unit or Rental Unit means a room or group of related rooms within a dwelling or dwelling unit, held out for use and occupancy as a living facility for tenants generally, or whose use is promised to the tenant for use and occupancy as a living facility for a period exceeding twenty-nine (29) consecutive days. Whenever the words residential rental unit or rental unit are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof." Exceptions shall be the following:

1) Dwelling units occupied by individuals who were under a written contract, prior to a citation for violation(s) of this division, to purchase the residence after the contract has been reviewed for validity of purchase by the City attorney; or
2) Dwelling units owned and operated by the United States of America, the State of South Carolina, or any agency thereof, including the Housing Authority of the City of Charleston;
3) Dwelling units owned and operated by any institution of higher learning which operates housing for its faculty, staff or students; and
4) Short Term Rentals or STRs, as defined in Section 54-120.

Responsible Local Representative means a person having his or her primary place of residence or business office within thirty (30) miles of the premises and designated by the landlord as the agent responsible for operating the premises in compliance with the ordinances adopted by
the City. The responsible local representative may be a professional management company. For the purposes of this division, the term “agent” shall also include Responsible Local Representatives.

Rent means the consideration, whether pursuant to a written or oral agreement, statute, or ordinance, embodying the terms and conditions concerning the use and occupancy by a tenant of the premises.

Rental Agreement means all agreements, whether pursuant to a written or oral agreement, statute, or ordinance, embodying the terms and conditions concerning the use and occupancy of the premises.

Single Family Dwelling means:
   1) A separate detached building designed for and occupied exclusively as a residence by one family; or
   2) A building designed for and occupied exclusively as a residence by one family, being attached by means of a common dividing side wall or walls to one or more buildings likewise designed for and occupied as a residence for one family. A single housing unit occupies each structure from ground to roof and independent access is available for each unit from the outside. Such attached one-family dwellings are commonly referred to as “town”, “patio”, or “row” houses.

Tenant means a person entitled under a rental agreement to occupy the premises to the exclusion of others.

Sec. 7-127. - Residential Rental Permit District. 
Whenever the City Council shall determine a particular residential area of the City is negatively impacted by livability and related issues associated with residential rental units, it shall have the discretion to expand this pilot program to such area and will consider the City’s capacity and resources in making such determination. Once Council has determined to extend this program to an area, it shall provide all owners of dwelling units located within the area at least 60 days’ written notice via regular mail of the commencement date of the program.

Sec. 7-128. - Rental permit required.
   a) No landlord shall operate any residential rental unit within a residential rental permit district unless that landlord holds a current rental permit issued by the City of Charleston for the residential rental unit named therein.
   b) Before a rental permit can be granted, the landlord shall certify that the premises complies with the minimum standards of the Code at Chapter 7, Article IV, Division 3.
   c) Permits are not transferable.
   d) The permitting year shall be for twelve (12) months following the issuance of the rental permit, with December 1, 2022 being the first date on which applications for a rental permit may be submitted during the pilot program. Rental permits issued between December 1, 2022 and April 30, 2023 shall be valid until May 1, 2024. When a business license is required pursuant to section 7-132, the permitting year for the applicable rental permits shall be issued for the twelve (12) month period of May 1 to April 30.
e) Renewals of rental permits after 60 (sixty) days of the expiration date will be assessed a late penalty fee of five percent (5\%) of the unpaid fee per month.
f) Each individual residential rental unit requires its own rental permit.

Sec. 7-129. - Permit fee.

a) The annual permit fee for each residential rental unit shall be computed in accordance with the current residential rental permit rate schedule, designated as Appendix A to this article, which may be amended from time to time by the Council.
b) All required fees shall be paid before a rental permit is issued, to any landlord for any rental unit, including any past due fees assessed for abatement work by the City pursuant to Chapter 21, Article III, Division II, Section 21-65.

Sec. 7-130. - Issuance of rental permit and inspections.

a) The Director of Livability & Tourism shall issue a rental permit for a residential rental unit to the applicant upon:
   1. Written certification by the landlord that the premises comply with the minimum code standards as set forth in section 7-128(b);
   2. Written certification by the landlord that the landlord is in compliance with the provisions of this division with respect to any other residential rental unit owned or managed by the landlord; and
   3. Proof of that all fees have been paid as required by section 7-129 of this division.
b) Once a rental permit has been issued for a residential rental unit, the unit shall be subject to inspection to ensure compliance with the City’s minimum code standards. Such inspection may be performed by either (i) a third party that has successfully completed International Property Maintenance Code certification testing or (ii) the City’s public safety and housing officer or his authorized designee. Every rental unit must be inspected at least once every five (5) years.
   1. A rental unit that fails to pass an inspection shall, within thirty (30) days, correct all defects noted on the inspection report and schedule a subsequent inspection of the premises. A rental unit that fails to pass an inspection will not be eligible for a permit renewal until it has passed a subsequent re-inspection of the premises.
   2. By applying for a rental permit, the landlord or its agent agrees to allow inspection of the rental unit for violations of this division, as well as violations of the International Property Maintenance Code, upon request by the City and after at least forty-eight (48) hours’ notice to any occupants of the rental unit; however, this provision shall not be interpreted as authorizing the City to conduct an inspection of a rental unit without obtaining either the consent of an occupant or a warrant.
   c) The City will maintain an electronic database containing the registration information listed in section 7-131(a) for every rental permit issued.

Sec. 7-131. – Application and business license.

a) Applications for a rental permit to operate residential rental units and for renewal thereof shall be on a form provided by the City of Charleston. Such form shall set forth the landlord’s name, address, and telephone number, the residential rental unit address(es), name, address, and telephone number of the responsible local representative, and additional information as outlined on the application for rental housing. A responsible local
representative need not be listed where the landlord submitting the application resides within a thirty (30) mile radius of the City of Charleston. Multiple permits can be requested on one application when there are multiple rental units owned or managed by the same landlord. An application may be submitted either by the landlord or its agent.

b) Owners of two (2) or more permitted residential rental units shall also be required to obtain a business license pursuant to Chapter 17, Article II, and shall comply with all business license and revenue collection laws of the City of Charleston, Berkeley County or Charleston County, whichever is applicable, and State of South Carolina.

Sec. 7-132. - Property owner, responsible local representative, and occupant.

a) A rental permit will not be issued or renewed to a landlord who does not either reside within a thirty (30) mile radius of the City of Charleston, unless a responsible local representative who resides or has an office within a thirty (30) mile radius of the City of Charleston is designated by the landlord in its application for the rental permit. The Director of Livability & Tourism shall be notified in writing if there is a change of landlord or responsible local representative within fourteen (14) days of the change.

b) Landlord, occupants, and tenants of a residential rental are subject to citations for occupancy violations of such premises within their control or which they occupy.

c) For every residential rental unit, the landlord or its agent must be able to service tenant and emergency calls within a reasonable time upon dispatch.

d) Operating as a landlord without a rental permit in a residential rental permit district shall constitute a public nuisance.

e) For every residential rental unit, the landlord shall be responsible to post, in plain view and in a conspicuous place within the residential rental unit, a notice in a form approved by the Department of Livability and Tourism, which may be modified in its discretion from time to time, containing:

1. The City noise ordinance, the dog leash law, garbage schedule, trash & recycling disposal schedule, street sweeping district for the residential rental unit, and residential parking district for the residential rental unit;

2. The names, addresses, and telephone numbers of the landlord and/or responsible local representative for the residential rental unit; and

3. A statement that tenants have rights pursuant to the South Carolina Residential Landlord and Tenant Act at S.C. Code Ann. §27-40-10, et seq.

Sec. 7-133. - Denial of rental permit.

a) The Director of Livability & Tourism or his/her designee may deny issuance of any rental permits applied for under this section if it is determined that (1) the landlord or its agent has made material misrepresentations about the condition of the premises or the status of ownership; (2) the occupancy of the premises is in violation of the International Property Maintenance Code or City ordinances; or (3) the landlord or its agent has otherwise violated a provision of this division.

b) If the Director of Livability & Tourism or his/her designee determines there is reasonable cause to believe that there are grounds to deny a rental permit applied for, the Director of Livability & Tourism or his/her designee shall provide written notice of the denial including the grounds for the denial.
c) If a rental permit is denied under this section, the landlord whose permit was denied shall not be issued another rental permit on the same residential rental unit for a period of six (6) months after the date of denial.

d) Upon determination that an owner of a residential rental unit has failed to obtain a rental housing permit, a four hundred dollar ($400.00) fine shall be assessed for each year the unpermitted occupancy has occurred.

Sec. 7-134. - Violations and assessment of points.

a) Residential rental units where there are violations of this division or any other City ordinance, including but not limited to: nuisances (Chapter 21); animal control (Chapter 5); garbage, trash, and refuse (Chapter 14); zoning (Chapter 54); International Property Maintenance Code (Chapter 7); offenses (Chapter 21); or licenses, permits, and miscellaneous business regulations (Chapter 21) will be subject to citations by enforcement officers of the Livability & Tourism Department. For purposes of this section, citations shall include any adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including, but not limited to, payment of fine) of any federal, state, or local ordinance.

b) Citations issued pursuant to this section shall apply as points against the rental permit issued to the offending rental unit, as further set forth in section 7-132.

c) Citations shall apply as points towards revocation of the rental permit for residential rental units as follows:

1) Citations for violations that occur anywhere on the premises shall apply to the permitted rental unit.

2) Citations for violations that occur within an individual unit shall apply to that rental unit.

3) Citations for violations occurring outside of rental units shall be assigned to the rental unit responsible as determined by the investigating party for the offense.

d) Citations shall accumulate as points against the rental permit issued to the rental unit where the violation of this division has occurred as follows:

1) **First citation.** One point will be assessed for the first citation.

2) **Second citation or each citation thereafter.** Five points will be assessed for a second citation and each occurrence thereafter of the same cited violation within the last twelve (12) months.

3) **Serious cited offense.** Ten points will be assessed for any citation issued for a serious violation or offense that could result in serious bodily injury or death to occupants and/or significant property damage, including but not limited to material misrepresentations about the condition of the premises or the status of ownership, failure to comply with any Emergency Order issued by the City of Charleston, any Executive Order issued by the Governor of the State of South Carolina, or any local, state or federal law, regulation or mandate to address a health or safety concern including but not limited to a public health outbreak (including a pandemic or widespread and/or infectious disease outbreak), natural disasters, war, terrorist act, strike, fire, release of nuclear material or dangerous substance into the environment or other catastrophic event.

e) The Director of Livability & Tourism or his/her designee will provide written notice to the landlord or its agent that points have been assessed against the rental permit issued for the
rental unit in violation of this division. Each such notice will specify which ordinance violation(s) were the grounds for the citation(s) and corresponding assessment of points, and will state that the accumulation of fifteen (15) or more points will lead to a suspension of the rental permit. Each notice will be sent by regular mail to the address of the landlord or its agent, as identified on the permit application, and a copy of the notice shall be mailed to the property address of the rental unit. The date of such written notice shall constitute the date on which points were assessed against the rental permit.

f) A fee of one hundred dollars ($100.00) will be assessed per point for each point accumulated due within thirty (30) days of assessment and no later than any renewal of the rental permit.

g) Points that have been assessed against a rental permit shall automatically be removed if a period of twenty four (24) months elapses without further points being assessed against the rental permit.

Sec. 7-135. - Revocation of permit.

a) Accumulation of fifteen (15) or more points against a rental permit for a rental unit within twelve (12) months shall subject the landlord to proceedings to revoke the rental permit.

b) Upon the accumulation of fifteen (15) or more points, the following procedure shall be followed:

1) The Director of Livability & Tourism or his/her designee shall give the landlord or its agent written notice, by personal service or certified mail, that the rental permit is suspended pending a hearing for the purpose of determining whether the suspension should be upheld and the rental permit should be revoked.

2) The written notice of suspension and proposed revocation shall advise the landlord or its agent of the time and location of the hearing, the right to present evidence and to be represented by counsel, shall contain a brief statement of the reasons for the suspension and proposed revocation, and shall include a copy of the applicable provisions of this article. The hearing shall be informal and the decision whether to revoke the rental permit shall be made by the Director of Livability & Tourism or his/her designee.

3) Hearings as allowed under this section shall be held as soon as practical but no later than thirty (30) calendar days following written notice of the suspension and proposed revocation.

4) The Director of Livability & Tourism shall render a written decision which shall be served upon the landlord or its agent, by personal service or by certified mail, within five (5) days of the hearing.

Sec. 7-136. – Appeals to Code Enforcement Board.

a) A landlord aggrieved by a decision of the Director of Livability & Tourism may appeal the decision to the Code Enforcement Board (CEB) by written request stating the reasons for appeal, filed with the Director of Livability & Tourism within ten (10) days after service by mail or personal service of the notice of determination, denial, or revocation.

b) If an appeal is timely filed, the Director of Livability & Tourism shall cause a hearing to be scheduled before the CEB within sixty (60) days of the filing, and shall provide written notice of the hearing to the landlord in addition to posting such notice at the premises. The hearing may be continued to another date by agreement of all parties.
c) At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The CEB shall have the power to administer oaths, compel the production of books, paper, and other documents, and receive evidence. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The formal rules of evidence do not apply to the hearing, and any relevant evidence will be deemed admitted if the CEB finds it relevant and reliable.

d) Following the hearing, the CEB by majority vote of its members present, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by certified mail, upon all parties or their representatives and shall constitute the final decision of the municipality, within ten (10) days of the hearing.

e) Any person aggrieved by a final decision of the CEB regarding a determination, denial, or revocation of a rental permit may appeal the decision of the CEB to the Charleston County circuit court by filing with the clerk of court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty (30) days after the affected party receives actual notice of the decision of the CEB. Timely appeal of a decision of the CEB does not effectuate a stay of that decision. The decision of the CEB shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.

f) If the case against a landlord for a violation is dismissed, then the corresponding points shall be removed from the rental permit as if it had not been assessed.

Sec. 7-137. -- Defenses and Remediation Plan.

a) The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a public nuisance at common law or a noxious use of private property on the part of the landlord or its agent shall not be a defense by such landlord or its agent.

b) Whenever points are assessed to a rental permit, the landlord may propose a remediation plan for approval by the Director of Livability & Tourism or his/her designee which must, at minimum, set forth: (1) actions to be taken to remedy the violation, including any future problems with the tenants; (2) a timeline for implementation; and (3) a certification by the landlord that the plan has been discussed with and accepted by the tenants. It shall be entirely within the discretion of Director of Livability & Tourism or his/her designee to approve or deny a proposed remediation plan. Once the remediation plan is approved, the points against the permit will be suspended during the term of the remediation. When the remediation is completed successfully as agreed, the points assessed prior to remediation will be removed. If the permit holder fails to adhere to the remediation plan, the plan will be withdrawn by the City and the points will be re-assessed.

c) If the permit accumulates points which are solely caused by the behavior of a tenant, the landlord or its agent may request a suspension of revocation proceedings by providing written evidence of the initiation of eviction proceedings against the culpable tenants. If the tenants are evicted, the landlord or its agent may request termination of the revocation proceedings. If revocation has been suspended but the tenants are not evicted, revocation proceedings will be reinstated by the City. Approval of a remediation plan by the City will have the same effect as initiating eviction proceedings for purposes of this division.

d) If the permit accumulates points which are solely caused by the behavior of a tenant, the landlord or its agent may apply for removal of those tenant-related points at the conclusion
of eviction proceedings which result in the eviction of those tenants, upon proof that the tenants have vacated the property, or upon proof that the tenants have complied with all requirements of an approved remediation plan for a minimum of sixty (60) days. If the City, by and through the Director of Livability & Tourism, or his/her designee, agrees to remove the points pursuant to this section, the points shall be removed as if never assessed. If the Director of Livability & Tourism, or his/her designee, does not agree to remove those points from the permit as tenant related, then the landlord or its agent may appeal to the CEB as provided in section 7-136.

Sec. 7-138. - Severability.
The provisions of this division are severable, and if any section, sentence, clause, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts, or provisions of this division. It is hereby declared that the intent of the council is that this division would have been adopted as if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

Sec. 7-139. - Existing rights unaffected.
Nothing contained in this division is intended to affect the rights and responsibilities of property owners or tenants under the law of the United States of America or the State of South Carolina as outlined by the South Carolina Landlord Tenant Act, the Americans with Disabilities Act, the Violence Against Women Act, the Fair Housing Act or any other provision of federal or state law regulating housing.

Section 2. This ordinance shall become effective immediately upon ratification.

Ratified in City Council this ____ day of ______ in the Year of Our Lord, 2022 in the ______ Year of the Independence of the United States of America.

By: ________________________________
John J. Tecklenburg
Mayor, City of Charleston

ATTEST:
______________________________
Jennifer Cook
Clerk of Council
EXHIBIT A
(Attach Neighborhood Map)

Highest Rental Concentration on Charleston Peninsula

Legend
- Phase 1
- Phase 2
- Neighborhood Councils
AN ORDINANCE

AUTHORIZING THE MAYOR TO REPEAL AND REPLACE CHAPTER 17-LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS; ARTICLE VIII-LATE NIGHT ENTERTAINMENT ESTABLISHMENTS; SECTIONS 17-124 THROUGH 17-135.

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

Section 1. Sections 17-124 through 17-135 are hereby repealed and replaced with the following:

Sec. 17-124. Findings.

Successful communities are those that provide desirable atmospheres for living, working, and recreating. To foster strong neighborhoods and a healthy economy, it is vital that a balance between these sometimes competing interests be achieved and maintained. Viable, well-managed nightlife activities are crucial elements to the success of the city, as they provide needed recreational opportunities to visitors and residents alike.

To strike that balance, Council adopts a repeal and replacement of the prior Late Night Establishment ("LNE") ordinance, which will require a permit to be obtained for any establishment that desires to remain open beyond the hours of 12:00 am in certain circumstances. (Ord. No. 2013-55, § 1, 5-28-13)

The ability of a Late Night Establishment to sell, offer for sale, deliver, or permit to be consumed upon the premises any alcoholic beverage between the hours of 12:00 midnight and 2:00 a.m. on any day of the week is hereby declared to be and is a privilege subject to suspension, and no person may reasonably rely upon a continuation of that privilege. As a condition of the continuation of the privilege, LNEs are required to take all necessary steps to maintain safe environments and minimize illegal activities.

Sec. 17-125. Definitions.

Late night establishment means:

Any bar, restaurant, venue, or commercial establishment, approved to operate as such, that currently allows on-premises consumption of beer, wine, or alcohol, and remains open after midnight, regardless of zoning designation located within the City.

Hearing officer means:

8.05.22 PRELIMINARY
A citizen, not an employee of the City, appointed by the Mayor and approved by the Business License Committee, deemed to have the requisite training, education, and experience to serve as an independent tribunal to conduct hearings under this Article, and to justly and fairly hear and decide on matters presented therein.

**Maximum occupant load** means:

The maximum number of people allowed in accordance with the approved Certificate of Occupancy issued for the facility and/or pursuant to the International Fire Code or other fire code in effect in the City, all as the same may, from time to time, be amended by the City.

**Designated security staff** means:

An individual selected by the LNE who has appropriate training in safety management to facilitate safe practices in accordance with the LNE’s safety plan. This can be employees of the company or third-party contracted security personnel.

Sec. 17-126. Late Night Entertainment Establishment Operational Regulations

**a. Security and Safety Measures.**

1. All LNEs must provide adequate staffing to ensure public safety. The LNE businesses should consider their occupancy, day of the week, events, and holidays during planning. It is the responsibility of each LNE location to review, schedule and provide personnel, if needed, to include presence at each public entrance, to be present on and around the exterior premises of the business, providing security and ensuring the safety of the employees and patrons of the business. Minimum ratio of staff assigned to security will be considered at the following ratios:

<table>
<thead>
<tr>
<th>LNE Actual Occupancy Load Ratio to Designated Security Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Occupant Load At any Time</td>
</tr>
<tr>
<td>Security</td>
</tr>
<tr>
<td>50 people</td>
</tr>
<tr>
<td>51 - 150 people</td>
</tr>
<tr>
<td>151 - 250 people</td>
</tr>
<tr>
<td>251 - 350 people</td>
</tr>
<tr>
<td>Each additional 100 people</td>
</tr>
</tbody>
</table>

8.05.22 PRELIMINARY
2. LNEs must install and/or maintain exterior lighting and video surveillance equipment, on property owned or legally controlled by it, if required, by the City during the LNE application review.

3. It shall be the responsibility of the LNE owner or his/her designee to create and maintain on-site an emergency action plan (as outlined in Sec. 17-127) for the establishment and train its staff and security personnel as to its details.

4. It shall be the responsibility of the LNE owner or his/her designee to implement an approved security plan (as outlined in Sec. 17-127) by 10:00 PM to provide for the safety of patrons and employees. That security plan should detail the following:
   a. Security person(s) or Designated security staff shall:
      i. Be readily identifiable through standardized clothing and/or clear identification to assist patrons and public safety officers.
      ii. Maintain a presence at each public entrance, if required, to be present on or around exterior premises of the business from 10 PM to closing, assist with ID checks, and assist with crowd management.
      iii. Employ crowd management techniques to manage crowds and assure that patrons are adequately disbursed throughout the establishment and in compliance with the maximum occupant load of the specific area or areas of the establishment.
      iv. Ensure that the maximum occupant load is not exceeded and must heed any instruction or warning of a city official or Fire Marshal.
      v. Maintain line of persons adjacent to the outside of the LNE so they are not blocking the sidewalk, street or public ways or entrances to other establishments to allow for free and safe flow of pedestrian activity.
      vi. Routinely monitor all on-site areas used for parking by the LNE or its patrons to prevent such areas from becoming outdoor gathering places.
      vii. Assist persons in entering and leaving the LNE in an orderly manner. In the event any person is disorderly or otherwise is engaged in illegal conduct that the staff cannot contain, then the LNE owner or his/her designee shall contact law enforcement.

5. It shall be the responsibility of the LNE to not knowingly or recklessly allow possession, use, or sale of controlled substances on the premises of the establishment;

6. It shall be the responsibility of the LNE to not knowingly, recklessly allow any specified criminal activity to occur in or on the premises of the establishment;

b. Preventing Underaged Drinking.
   1. Any LNE open past midnight shall provide adequate staffing and implement a plan by 10:00 PM to ensure appropriate ID checks are conducted to verify patrons are twenty-one (21) years of age or older, with the addition of all LNE’s serving food past 10 PM who allow patrons under 21 years of age into the facility shall establish a method to identify the underaged patrons.
   2. The facility will ensure staff members have received appropriate training to check ID’s.
   3. At a minimum, the responsibility for ID verification shall be assigned and conducted by security person(s) or staff as outlined above in Section 17-126(b)(1).
   4. ID scanners are encouraged but not required. Facilities who fail to adhere to their written plan may be required to implement additional measures, including ID scanners.

c. Other Conditions.

8.05.22 PRELIMINARY
1. All LNEs must cease all sales in accordance with City Code of Ordinances Section 3-16.
2. All LNEs shall be held to the requirements dictated by the City’s Noise Ordinance, Code Section 21-16.
3. It shall be the responsibility of LNE personnel to comply with City Code regarding waste management, littering, and property maintenance.
4. It shall be the responsibility of LNE personnel to, at all times, operate and maintain the premises in accordance with all requirements of this article and all other applicable city ordinances, including but not limited to zoning, building and fire codes.
5. Additional provisions may be required, based on the facility, size, type, location, and occupancy type, by the Police Department and/or Fire Marshal based upon a site visit, security and management plan, and past violations of this ordinance and/or citations.
6. In addition to the general penalty provisions of this Code, the failure to abide by the provisions of this section may result in reporting to the Department of Revenue for possible Business License suspension or revocation or the Chief Fire Marshal or Chief Building Official for possible suspension or revocation of the LNE’s certificate of occupancy.


Sec. 17-127. Application for Permit.

Any business intending to operate as a LNE must apply for and obtain, in addition to its Certificate of Occupancy and Business License, a LNE permit, and provide proof of compliance annually when renewing its LNE Permit. To obtain a permit to operate as a LNE, the applicant must supply the following information with its application and submit all the documents identified on the LNE Permit Application or additional documents as requested by City staff:

1. Floor plans, drawn to scale, showing the interior of the structure to be occupied by the establishment, to include the designation and square footage of patron use areas (customer circulation, standing, dancing, seating and wait areas), stage areas for entertainment, and non-patron use areas (restrooms, kitchen, office, storage, etc.). All marked or required exits shall be noted and identify existing safety systems such as fire sprinkler or fire alarms systems. When an establishment will not occupy the entire structure, the plans must identify other uses in the structure at the time of application.

2. A site plan, drawn to scale, showing the entire exterior of the premises to include the locations of all buildings on the premises, parking areas, refuse collection areas, the main entrance to the establishment, emergency exits from the establishment, all means of ingress and egress to the premises, lighting locations and the location and dimensions of existing and proposed trees, plantings and landscaping, if necessary.

3. A copy of the current Business License and a copy of the current Certificate of Occupancy, if issued. If not issued at the time of application, then the LNE permit cannot be approved until the Business License and Certificate of Occupancy have been approved and reviewed.

4. A written plan identifying the methods that will be implemented to prevent underage drinking.

5. A security and management plan describing with particularity the days and hours of operation, crowd management measures to be taken, ratio of security personnel to occupants, both in and outside the premises and any parking areas under the control of the establishment, and means of controlling access, and underage drinking and serving.
6. An emergency action plan describing with particularity how and under what circumstances the establishment would manage crowds, curb fire hazards, manage an emergency, to include evacuation techniques and the respective responsibilities of on-duty personnel in a manner prescribed by the Fire Marshal Division, and proof that a copy of this plan is on site and reviewed by personnel.

7. The applicant has a duty to provide honest and accurate information in the LNE permit application and has a duty to supplement information in the LNE application, even after permit has been approved, if circumstances related to information provided in the application change. Failure to do so could result in the suspension or revocation of the permit.

(Ord. No. 2013-55, § 1, 5-28-13)

Sec. 17-128. Conditions for Approval and Renewal of Permit.

1. Any fee that may, from time to time, be established by City Council.

2. The provisions set out in an approved LNE application shall constitute conditions of the establishment's ability to operate as an LNE, in addition to conditions of the certificate of occupancy and business license, in addition to those that may be imposed by applicable ordinances and standard codes in effect. Failure to follow code, conditions of this permit, warning or direction of a city official or Fire Marshal may result in immediate closure. Continued failure to comply may also result in multiple-day closures, and up to suspension and/or revocation of the LNE privileges, business license, and/or certificate of occupancy.

3. The approved, current permit, and application packet must be readily available on site.

4. Renewals: All permits will be issued for one year and may be renewed annually from the date of issue, unless a permit fails to pass staff's review of its previous year's history of calls for service that negatively impact LNE operations. The LNE is eligible to complete renewal request as long as the facility ownership, occupancy, configuration, or occupant has not changed, otherwise a full application may be required.

5. LNE Permit is not transferable to new ownership or new locations.

(Ord. No. 2013-55, § 1, 5-28-13)

Sec. 17-129. Emergency Temporary Suspension of LNE Activities

An emergency suspension may be invoked if a situation arises that is determined by a Fire Marshal, a Police Officer, or Code Enforcement Officer to require immediate action to eliminate a situation that poses imminent threat to persons or property, to preserve the public health, safety, and welfare of the public, or to restore public peace and order. This suspension will last for the duration of that day's LNE operations and will be reported promptly to the Department of Revenue Collections for review of further action.

Sec. 17-130. Violations.

1. All violations of this Article may result in the issuance of a municipal ordinance summons. Violation of any section of this Article shall be punishable by a fine not exceeding five hundred dollars ($500) and/or imprisonment not to exceed thirty (30) days as provided by Section 1-16.

2. In addition to the issuance of a municipal ordinance summons for any violation of City Code or State Laws, the following administrative remedies shall be taken:

8.05.22 PRELIMINARY
a. **1st Issuance of Municipal Ordinance Summons**: mandatory remediation meeting between the LNE and City Staff to review the LNE permit, the violation, and discuss strategies to prevent future violations.

b. **2nd Issuance of Municipal Ordinance Summons.** Any subsequent summons within one (1) year of issuance of a written 1st summons will result in the Director of Revenue Collections issuing a written notice of intent to suspend or revoke a late-night establishment permit if:
   i. The recipient fails to maintain the qualifications for holding an LNE;
   ii. The recipient has knowingly or recklessly given false information in the application for the LNE permit or has failed to supplement the application information as required by section 17-127(7) after a change of circumstances that rendered the information originally submitted false or incomplete;
   iii. The recipient has knowingly or recklessly allowed possession, use, or sale of controlled substances on the premises of the establishment;
   iv. The recipient has knowingly or recklessly allowed a person under the age of twenty-one (21) years to consume alcohol on the premises of the establishment;
   v. The recipient has knowingly or recklessly allowed any specified criminal activity to occur in or on the premises of the establishment;
   vi. The recipient has repeatedly operated the business in violation of state law or city regulations;
   vii. The recipient is convicted of any specified criminal activity as defined in this article; or
   viii. The establishment is found to have operated in violation of an accepted safety plan.

3. The fact that any relevant conviction is being appealed shall have no effect on the suspension or revocation of the LNE permit, provided that, if any conviction which serves as a basis of an LNE permit suspension revocation is overturned or reversed on appeal, that conviction shall be treated as null and of no effect for suspension or revocation purposes.

4. When a notice of intent to revoke an LNE permit has been issued, the recipient shall not apply for or be issued any new license or permit under City of Charleston Code Chapter 17, article VIII until such notice has been withdrawn or, if revocation has become effective, until three (3) years after the effective date of revocation.

5. A suspension of an LNE may not exceed three hundred and sixty-five (365) days and will be determine at the discretion of the Director of Revenue Collections.

6. When any person listed on an LNE permit application is arrested for conduct alleged to have occurred at the late-night establishment, no person listed on the establishment's permit application may apply for or be issued any new license or permit for that location under City of Charleston Code Chapter 17, article VIII, until the arrestee is cleared or until ninety (90) days following the arrest have passed, whichever occurs sooner.

7. Prior to suspension or revocation, the City has elected to use progressive remediation. Provided, however, the Director of Revenue Collections, in his or her discretion, reserves the right to immediately seek to suspend or revoke such LNE permit in accordance with this Ordinance in cases where the action that is the basis for the revocation:
   i. Resulted in great bodily harm or the loss of life to any person; or
   ii. Resulted the damage or loss of property in an aggregate amount of one-hundred thousand dollars ($100,000) or more.
Sec. 17-131. Hearing; Permit Denial; Revocation; Appeal

1. When the Director of Revenue Collections or his or her designee issues a written notice of intent to deny, suspend, or revoke an LNE permit, the Director of Revenue Collections or his or her designee shall send such notice, which shall include the specific grounds under this article for such action, to the applicant or recipient (appellant) by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the Director of Revenue Collections or his or her designee for the appellant(s). The notice shall also set forth the following: The appellant shall have ten (10) days after the delivery of the written notice to submit, at the office of the director (or such office as the director may designate), a written request for a hearing, accompanied by a twenty-five dollar ($25.00) processing fee. If the appellant does not request a hearing within the said ten (10) days, accompanied by the required processing fee, the administrator's (or designee's) written notice shall become a final denial or revocation, as the case may be, on the eleventh day after it is issued.

2. If the appellant does make a written request for a hearing within the said ten (10) days, then a Hearing officer shall hold a hearing within forty-five (45) days after receipt of such request, unless continued by agreement of the appellant and the City, at a time and place of which the appellant has been given written notice. Either party may provide for the hearing to be recorded and transcribed at that party's expense.

3. At the hearing, the strict rules of evidence shall not apply, but the parties shall have the opportunity to present all relevant arguments, be represented by counsel, present evidence and witnesses, and request that certain questions be asked of adverse witnesses in cross-examination. The apparrel shall bear the burden of proving entitlement to the LNE permit. The hearing shall take no longer than one (1) day, unless extended at the request of the appellant to meet the requirements of due process and proper administration of justice. The hearing officer shall issue a final written decision, including specific reasons for the decision pursuant to this article, to the parties within thirty (30) days after the hearing.

4. If the decision is to deny, suspend, or revoke the LNE permit, the decision shall advise the appellant of the right to appeal such decision to a court of competent jurisdiction within ten (10) days after receipt of the hearing officer's decision. If the hearing officer's decision finds that no grounds exist for denial, suspension, or revocation of the LNE permit, the hearing officer shall, contemporaneously with the issuance of the decision, order the administrator to withdraw the intent to deny, suspend, or revoke the LNE permit and to notify the appellant in writing by certified mail of such action.

5. Any party aggrieved by the decision of the hearing officer may appeal the decision to the circuit court within ten (10) days after the issuance of the decision. If any court action challenging a decision is initiated, the City shall consent to expedited briefing and/or disposition of the action, shall comply with any expedited schedule set by the court, and shall facilitate prompt judicial review of the proceedings.

Sec. 17-132. Late Night Entertainment Reporting.

The Director of Business and Neighborhood Services shall make an annual report to the Business License Committee any findings or recommendations on the activities of Late Night Establishment's within the City.

8.05.22 PRELIMINARY
Sec. 17-133. Effective Date.

The provisions of this article shall become effective three (3) months following ratification; however, all businesses that wish to qualify as LNE will be required to apply annually. LNE's in existence as of the effective date of this article shall come into compliance within 5 months of the date of ratification or upon any expansion of the floor area of the establishment, whichever shall first occur. All LNE will be required to affirm that it is in compliance with these regulations annually with its business license renewal.

(Ord. No. 2013-55, § 1, 5-28-13)

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

Ratified in City Council this ___ day of ____________
in the year of Our Lord, 2022, in the 247th Year of the
Independence of the United States of America.

By: ______________________________

John J. Tecklenburg, Mayor

ATTEST: By: ______________________________

Jennifer Cook

Clerk of Council
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHARLESTON
AND THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
FOR THE US 17 ASHLEY RIVER CROSSING

THIS AGREEMENT ("Agreement") is made this ___ day of __________, 2022, by and between the City of Charleston (hereinafter referred to as "City") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, SCDOT owns an easement and/or a fee simple interest for highway purposes for US Highway 17 (hereinafter "US 17") in Charleston, South Carolina, in the Area of Encroachment more particularly described herein; and

WHEREAS, SCDOT owns and operates two bridges near the Area of Encroachment across the Ashley River, the Ashley River Bridge and the T. Allen Legare Bridge, which operate on one power source; and

WHEREAS, City has requested that SCDOT allow City to design, build, and maintain, at City’s sole cost and expense, a City-owned and operated movable-span Pedestrian Bridge (hereinafter "the Bridge") over and above the Ashley River in the Area of Encroachment in a manner that will not interfere with either the primary use of US 17 for highway purposes or of the Ashley River as a navigable waterway; and

WHEREAS, City has entered into a contract for the Design and Construction of the Bridge; and

WHEREAS, SCDOT is agreeable to providing its assistance to City under the terms and conditions set forth herein; and

WHEREAS, SCDOT is willing to permit the Bridge to be constructed, owned, operated, and maintained by City provided it is at no cost to SCDOT and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to South Carolina Code of Laws Section 57-5-600, 1976 (as amended), SCDOT has authority to grant written permits to encroach upon highway right-of-way under such rules as SCDOT may establish; and

WHEREAS, the Parties acknowledge that the Bridge shall be subject to permitting by the United States Coast Guard (hereinafter "USCG"), among others; and
WHEREAS, despite the fact that some of the Bridge structure may be constructed outside of SCDOT’s right-of-way, the Parties specifically intend that all portions of the Bridge will be subject to the terms of this Agreement with regard to ownership, design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, and removal; and

WHEREAS, City is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the City’s functions covered under this Agreement; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, City and SCDOT do hereby agree as follows:

I. SCOPE OF PROJECT:

The Project consists of designing and constructing a movable-span pedestrian / bicycle bridge to run parallel to the south of the existing Legare Bridge over the Ashley River. This Agreement is also for the ownership, inspection, maintenance, operation, repair, replacement, reconstruction, and removal of the Bridge. The encroachment permitted by SCDOT pursuant to this Agreement shall be for a publicly-owned and operated pedestrian / bicycle bridge, including all associated structures and approaches.

The Area of Encroachment means the US 17 right-of-way, located at approximate station _____ to ____. The actual location of the Bridge superstructure and piers, abutments, other structures, and pedestrian / bicycle accommodations leading to the Bridge will be determined by the specific design of the Bridge as prepared and constructed by City subject to SCDOT’s approval as provided herein. The Release for Construction (RFC) and as-built plans, including as-built utility plans, shall be provided to SCDOT and such final plans will be incorporated into this Agreement by written amendment signed by the Parties hereto.

The scope of the Project shall be determined by City during the planning phase. City shall carry out the specific activities necessary to implement and construct the Project, which includes planning, design, permitting, right-of-way acquisition, utility and railroad coordination, construction, and other associated coordination and administrative activities, unless noted otherwise herein. If City requests that SCDOT administer any phase of work for the Project, a supplemental agreement will be drafted to outline the responsibilities of City
and SCDOT. Any Project phases administered by SCDOT will be subject to scheduling and prioritization within SCDOT's current workload.

If the Parties determine that encroachment permits are needed for any part of the Project, City shall submit an encroachment permit application package reflecting the as-built conditions to SCDOT.

SCDOT agrees to review the Project in a timely manner, and City agrees to reimburse SCDOT for direct costs associated with these reviews and coordination.

Where local roadways tie into the state roadway, changes within SCDOT's right-of-way will fall under the terms of this Agreement unless changes are approved by SCDOT through an encroachment permit.

Additional Project details and location information are included in Exhibit A, attached hereto and incorporated herein.

II. OBLIGATIONS OF SCDOT:

a. SCDOT may perform any part of the work required of it under this Agreement with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors if SCDOT determines that such contracting out would be more efficient or cost effective or would result in more expeditious completion of the Project, upon prior notice to and consent of City. If outside forces are used, SCDOT shall provide City with the actual invoices for the work, and City will reimburse SCDOT according to the terms of this Agreement.

b. SCDOT shall coordinate with City and provide Project reviews for issuance of any necessary encroachment permit(s).

c. Except as provided elsewhere in this Agreement, or as specified otherwise in a separate agreement, SCDOT agrees to accept responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices for the Project.

d. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 et seq.), SCDOT hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in the performance of the work undertaken under this Agreement.
III. OBLIGATIONS OF CITY:

a. City shall provide, or cause to be provided, all services for the execution of activities for the planning, development, and delivery of the Project, unless noted otherwise herein.

b. City shall be responsible for obtaining and continuously maintaining the USCG permit for the Bridge in accordance with Title 33 of the Code of Federal Regulations.

c. City warrants that it will perform the work necessary under this Agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. The City shall be responsible for the work and cost of maintenance activities that may be required to maintain or preserve any such warranties.

d. City shall take all steps necessary to transfer to SCDOT any applicable manufacturer or other third-party warranties of any materials or other services used in the construction of the Project that will remain within SCDOT right-of-way.

e. The cost of the Project shall be borne solely by City.

f. City will not unreasonably withhold consent upon request by SCDOT to use outside forces as described in II.a.

IV. COMMUNICATIONS:

A. City and SCDOT agree that regular and thorough communication about this work is essential to the completion of the Project. City and SCDOT further agree that each Party will strive to communicate at both the management level and staff level.

1. The City Engineer and/or the designated City Representative shall meet with appropriate SCDOT staff on an as-needed basis.

2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.

B. SCDOT will provide such technical support and advice as requested by City to assist in the planning and execution of the Project, subject to the provisions of this Agreement.

V. LIMITED RIGHTS OF USE AND OCCUPANCY

A. City shall have the limited right to use and occupy the air and surface space within the Area of Encroachment as defined above and as shown in Exhibit A.
and further detailed in the RFC and as-built plans for the Bridge for the purposes of: construction, inspection, maintenance, control, operation, repair, replacement, reconstruction, and removal of the Bridge, subject to the terms of this Agreement, the associated SCDOT encroachment permit, and any permits issued by the USCG or other permitting authorities as appropriate.

B. Except as granted to City in this Agreement, SCDOT specifically reserves all other rights to and control over the airspace and surface space of the Area of Encroachment currently enjoyed by SCDOT.

C. City’s use shall be subordinate at all times to SCDOT’s primary use of US 17 for highway purposes, and City shall use and maintain the Bridge at all times in a manner that will not interfere with SCDOT’s use of US 17 for highway purposes.

D. City shall be liable for any penalties, fines, or assessments incurred by SCDOT for the two existing SCDOT bridges if it is determined that the City, its contractors, or the Bridge itself are the reason for the penalties, fines, or assessments. City shall reimburse SCDOT for any penalties, fines, or assessments paid under this section, and shall reimburse SCDOT for reasonable attorneys’ fees that may be incurred in defending SCDOT.

E. SCDOT makes no guarantee that any required permits from the USCG or other permitting authorities will be granted.

VI. OWNERSHIP

A. SCDOT warrants that it has property rights for highway purposes at the Area of Encroachment.

B. City warrants that it owns or will obtain any necessary property interests adjacent to and outside of the Area of Encroachment sufficient for City to construct, own, operate, and maintain the Bridge. Furthermore, City agrees that it will maintain ownership of the Bridge throughout the term of this Agreement, and for so long as the Bridge remains within the Area of Encroachment, unless otherwise specifically agreed to in writing by SCDOT.

VII. COSTS AND EXPENSES

A. City shall be solely responsible for all costs and expenses associated with the construction of the Bridge, including, but not limited to: project management, planning, design, environmental assessments or determinations, permitting costs and fees, acquisition of necessary easements or property interests, construction, construction engineering, inspections, and utility placement/movement/removal. In addition, any work required to satisfy or implement environmental requirements in relation to the design or construction of the Bridge will be accomplished at
the sole cost of the City for as long as the Bridge is located within the Area of Encroachment.

B. City shall be solely responsible for all costs and expenses associated with the ownership, operation, maintenance, inspection, control, repair, reconstruction, replacement, and removal of the Bridge and its support structures to ensure ongoing compliance with this Agreement for as long as the Bridge is located within the Area of Encroachment.

C. City shall be responsible for damages to SCDOT structures and facilities directly or proximately caused by the Bridge or its associated appurtenances, utilities, and structures.

D. In the event City should decide unilaterally to remove the Bridge, City shall be solely responsible for all costs and expenses associated with the removal of the Bridge at or before termination of this Agreement, including all costs and expenses associated with restoring the Area of Encroachment to its condition as of the date of execution of this Agreement.

E. City shall reimburse SCDOT for its reasonable labor and expenses any time it is necessary for SCDOT to provide a designated representative during City activities which may impact the free flow of traffic or the safety of the traveling public or alter the normal operations of the existing structures and function of the Bridge, including, but not limited to: routine maintenance, inspections, and repairs.

F. City will also reimburse SCDOT for its reasonable labor and expenses for SCDOT personnel and equipment in the event it is necessary to impede traffic lanes or detour existing traffic in response to emergency events. For purposes of this Agreement, “emergency event” shall be defined as any situation that immediately affects the operation of the Bridge and would negatively impact vehicular, pedestrian, or boat traffic. If it is necessary for SCDOT to intercede in any activities, City shall reimburse SCDOT for its reasonable labor and expenses for SCDOT personnel and equipment and any other expense that may be incurred as part of this action. City understands that highway traffic may not be restricted or impeded except as specifically authorized in advance by SCDOT.

G. SCDOT shall submit a written, itemized invoice to City within 60 days from the date that: (1) SCDOT incurs a cost or expense for which it seeks reimbursement from City, or (2) SCDOT provides a service for which it is entitled to be reimbursed under the terms of this Agreement. Unless the Parties have previously agreed in writing upon a specified rate, unit price, or fixed sum for any material, equipment, or service for which SCDOT will seek reimbursement, SCDOT shall document its actual cost or expense and the method or basis for calculating the amount of such cost or expense on or before the date SCDOT submits its invoice or request for payment for
the cost or expense. Except in the event of emergency services or equipment, SCDOT shall provide a rough estimate to City for any material, equipment, service, or other reimbursable cost or expense to be incurred by SCDOT in excess of $5,000.00. SCDOT covenants that it shall substantially comply with the terms of this Section in good faith as a condition of its right to be reimbursed by City for costs, expenses, and services in accordance with this Agreement. City shall remit payment to SCDOT within 30 days of receipt of SCDOT’s invoice or request for payment.

VIII. ASSET MANAGEMENT

City acknowledges that SCDOT currently has an asset management contractor responsible for the operation and maintenance of the adjacent Legare Bridge.

The Parties recognize that having the same contractor perform these services for the Bridge will result in benefits to both Parties. To realize these benefits:

SCDOT will make all reasonable efforts to add the Bridge to its existing asset management contract(s). City shall make the initial and annual payments for the asset management services in advance. SCDOT shall be entitled to draw reimbursement for accounting costs to provide time and material records to City.

If SCDOT is not able to add the Bridge to its existing asset management contract(s), a new agreement or an amendment to this Agreement will be required.

City shall designate a point of contact, with 24/7 availability, and shall have a process in place that will allow for maintenance and repair decisions to be made quickly in emergency situations such as a bridge hit. This point of contact shall have all necessary authority to initiate repairs as may be needed. City shall, as needed, have a contracting mechanism in place or an emergency procurement process defined to make these repairs. If the City delegates emergency repair responsibilities to SCDOT, then it is understood that the authority to make decisions regarding the repair will accompany the repair responsibility as well.

City shall be liable for any fines, penalties, and costs incurred by SCDOT as a result of the Bridge impeding vessel traffic.

IX. INSPECTION

City acknowledges that SCDOT currently has an existing consultant contract responsible for inspection services in accordance with the National Bridge Inspection Standard (NBIS) inspection requirements of its existing bridge structures at this location.

The Parties recognize that having the same contractor perform these services for the Bridge will result in benefits to both Parties. To realize these benefits:
SCDOT will make all reasonable efforts to add the Bridge to its existing inspection contract(s). The City shall make payment to SCDOT in full when the services are performed.

If SCDOT is not able to add the Bridge to its existing maintenance contract(s), a new agreement or an amendment to this Agreement will be required.

X. DESIGN REQUIREMENTS

A. City shall design the Bridge in accordance with SCDOT’s design standards and specifications. SCDOT shall have the right to review and approve the design plans for items that tie into or have the potential to directly impact SCDOT infrastructure, but this review shall not absolve City of its responsibility to design and build the Bridge in accordance with the design requirements or shift any responsibility for such design to SCDOT. All final design plans issued for construction shall be signed and sealed by a professional engineer licensed in the State of South Carolina.

B. Bridge design shall adhere to all SCDOT Bridge Design Criteria and AASHTO LRFD Movable Bridge Design Criteria. This includes, but is not limited to: geotechnical, structural, and seismic design requirements. The design shall assure the future safety of the highway facility and for marine traffic.

C. Control Systems shall be designed to be synchronized with and to work in conjunction with SCDOT’s existing bridge structures. SCDOT shall have direct oversight and decision authority over this design aspect and any scope of work that involves construction activities on the existing SCDOT owned movable bridges.

D. Bridge Operations. It is anticipated that the Bridge can be operated from the existing US 17 NB bridge tender house by a single bridge tender. This operation is contingent upon the implementation of appropriate safety systems, measures, and protocols. Should at any point it be determined that the Bridge is unsafe to be operated by a single bridge tender, a second bridge tender will be required.

E. Power Systems. City shall be permitted to draw primary power from SCDOT’s existing bridge structures. If City elects to draw power from the existing structures, the power system must be designed and upgraded with enough capacity to run the Ashley River Bridge, Legare Bridge, and the Bridge structures simultaneously in an emergency system without overloading. City shall be responsible for the cost of any upgrades necessary to meet this requirement and to ensure that the operation of the SCDOT structures is not adversely affected. City shall be required to have
their own power backup. The operational sequence of the bridges should be such that it prevents a power demand overload that may result from simultaneous operation of the bridges. If submarine cables are used, City shall be responsible for any subaqueous utility locates in the event of future 811 calls.

F. Fenders, Signage, and Lighting. Fender systems will be required to be tied together. Each USCG permittee shall be responsible for any fines, assessments, or penalties associated with hazards created by vessel strikes and/or deterioration of their respective systems. City shall be responsible for erecting and maintaining a monument or marker to denote the physical limits of fender responsibility for each Party. Pursuant to the terms of the asset management contract, and if SCDOT is able to add the Bridge to its existing asset management contract(s), SCDOT’s asset management contractor shall be responsible for installing and maintaining any required signage or lighting on the Bridge and associated structures, and shall be responsible for any fines, assessments, or penalties related to the signage and lighting.

G. The design, occupancy, and use of any structure over the waterway shall not interfere with the use, safety, appearance, or the enjoyment of the waterway, nor produce fumes, vapors, odors, drippings, droppings, or discharges of any kind.

H. The use of airspace shall not result in either highway or non-highway users being unduly exposed to hazardous conditions because of Bridge location, design, maintenance, and operation features.

I. Appropriate safety precautions and features must be incorporated in the design to minimize the possibility of injury to users of either the highway facility, the Bridge, or the waterway due to highway or non-highway incidents.

J. The Bridge shall be fire resistant in accordance with standards acceptable to SCDOT and FHWA. The placement of aesthetic items, structures, or facilities which utilize combustible materials that may be fire hazards are prohibited on the Bridge. Bridge access must be provided for emergency response, as may be needed. If emergency response includes access for vehicular traffic, the load rating of the Bridge must include all possible vehicles and be able to safely carry them.

K. Adequate security measures shall be in place to ensure the safety of the facility from both natural disasters and human actions, whether accidental or intentional. Examples of such measures include: the use of bollards to restrict vehicular traffic, pier protection devices, and sufficient caging to avoid the accidental or intentional dropping of materials from the Bridge and its support structures deck onto the area below.
L. City understands and agrees to cooperate with the coordination required by and between multiple divisions of SCDOT to obtain the necessary and required approvals to proceed with construction of the Bridge and its support structures, and also to perform future maintenance and inspections upon the Bridge and its support structures as more specifically set forth in this Agreement. Such divisions include, but are not limited to: SCDOT’s planning, design, bridge, environmental, traffic, operations, and maintenance divisions / districts. City’s primary point of contact with SCDOT shall facilitate City’s coordination with such divisions as required.

M. Construction of the Bridge shall not require any temporary or permanent change in alignment or profile of an existing highway without prior approval by SCDOT. Construction of the Bridge shall not have any operational impact to the existing two US 17 bridges unless specifically approved in advance by SCDOT. City will be liable for any unapproved impact to the existing US 17 bridges.

N. City shall be solely responsible for any hazardous waste contamination that may result from the construction, maintenance, operation, and use of the Bridge, without liability to SCDOT.

O. To the extent required by law, City shall design, construct, and operate the Bridge in compliance with the Americans with Disabilities Act and the December 2014 edition of the SCDOT ADA Transition Plan.

P. Bridge shall be designed with redundant, positive structural stops that will prevent the Bridge from striking SCDOT’s existing bridge structures.

Q. Bridge shall be designed to facilitate all necessary equipment and access for the required inspections.

R. SCDOT’s Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to City within 30 business days from the time City submits the pavement design for review. Approval of pavement designs on state maintained roadways require the SCDOT Pavement Design Engineer’s signature on the typical sections of the final construction plans. Any changes to this pavement design must be reviewed and approved by the SCDOT Pavement Design Engineer.

S. City will submit a cover letter with plan submittals verifying that a Quality Control (QC) review has been performed by either City or a third party consultant.

T. SCDOT will provide reviews of the design plans and other contract documents and provide written comments to City within 30 business days.
of the time City submits the plans for review. Plans or other design documentation will be sent to SCDOT at the following stages of the Project:

- Concept (optional)
- Preliminary
- Right-of-way
- Final design

U. City shall submit the design in a form that is acceptable to SCDOT's reviewer. Design reviews will be accomplished by SCDOT and review comments will be returned to City within 30 business days from the time City submits the review documents to SCDOT. A complete list of comments will be submitted from SCDOT's Project Manager. City will notify SCDOT at least two weeks in advance of the submission of documents to be reviewed. Project shall not be advanced to right-of-way or construction until written authorization is provided by SCDOT.

V. Design plans and documents submitted to SCDOT for reviews shall be provided in electronic (.pdf) format unless otherwise requested by SCDOT's reviewer. City shall utilize file transfer protocol (FTP), or other agreed upon platform, to transfer the documents to be reviewed.

W. During the development of design of the Project, consideration should be given to costs associated with long term maintenance of items incorporated into the Project. SCDOT reserves the right to request alternative solutions that would present lower long-term maintenance costs, lower inspection costs, and solutions that would provide higher operational reliability and redundancy for items that City seeks SCDOT to maintain.

X. SCDOT agrees to provide written notice of "Authority to Proceed" or review comments if further clarification or correction is needed regarding the Construction Plans within 30 business days of the time City submits the final plans for review. SCDOT's "written authority to proceed" shall signify that i) Construction Plans are approved and that ii) the City may begin application for any needed encroachment permits. SCDOT's issuance of the Encroachment Permit shall serve as right-of-entry and written "Notice to Proceed" with construction.

X1. **RIGHT-OF-WAY ACQUISITION**

City shall acquire all rights-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT shall be acquired in accordance with the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq., regulations thereunder including 49 C.F.R. Part 24, the South Carolina Eminent Domain Procedures
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Act, and SCDOT's Office of Right of Way Acquisition Manual. Title instruments acquired on the Project to be conveyed to SCDOT shall be documented on standard SCDOT right-of-way forms. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Roadway Design Manual and the SCDOT Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway.

With respect to the acquisitions:

City Shall:

a. Acquire right-of-way in fee simple title absolute by recordable warranty deeds or easement interest as directed by SCDOT. All titles shall be recorded in the land records of Charleston County.

b. Perform title searches for each property to be acquired and provide SCDOT with Certificates of Title signed by an attorney licensed to practice law in South Carolina. Preliminary title abstracts must be provided prior to property being appraised.

c. In accordance with and when required by SCDOT's Appraisal Manual, provide an acceptable appraisal for each property by an appraiser from SCDOT's approved appraisers list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. City shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The reviewed appraisal must be approved by SCDOT's right-of-way representative prior to the offer to purchase being made to the landowner.

d. In the event of condemnation, the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 et seq., will be prepared and City will utilize its Eminent Domain authority to acquire title. City shall be responsible for securing legal representation familiar with Eminent Domain in South Carolina. Condemnation shall be by way of trial after rejection of the amount tendered as provided in S.C. Code § 28-2-240.

e. Retain all records dealing with property acquisition, and all other costs associated with this Project, for three years after the "Final Acceptance Date" of the Project by SCDOT. The "Final Acceptance Date" shall be the date which the "Report Recommending Roads for State Maintenance" (Form 100.03) is approved by SCDOT. City or its authorized representative will make such records available for audit and review upon request.
f. City is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right-of-way acquisition process.

g. Provide relocation assistance in accordance with SCDOT’s Relocation Manual. All relocation housing payment offers shall be approved by SCDOT prior to being offered to displacees. City shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.

h. City shall be responsible for the disposition of all identified improvements being acquired on a Project prior to the obligation date of the construction.

i. Establish specific milestone dates for the different phases of the right-of-way acquisition, and provide reports every two months indicating the status of each individual parcel while right-of-way activities are underway on the Project.

j. Provide a Right-of-Way Certification in a form acceptable to SCDOT ensuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

k. At the completion of the Project, City shall prepare a ROW exhibit and master deed reflecting the rights-of-way to be conveyed to SCDOT as a part of the Project. These documents must be prepared and submitted prior to or at Project close-out.

SCDOT Shall:

a. Review and approve Right-of-Way plans and authorize the City to proceed with Right-of-Way acquisition.

b. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

XII. CONSTRUCTION REQUIREMENTS

A. All work shall conform to SCDOT’s standards of construction and shall be performed in a workman-like manner. It is expressly understood that the encroachment shall be constructed in accordance with the approved plans. City agrees to comply with and be bound by SCDOT’s “Policy for Accommodating Utilities on Highway Right of Way,” then current at the time of construction, maintenance, or repair and “2007 Standard Specifications for Highway Construction,” as supplemented, including all Supplemental Technical Specifications, then current at the time of
construction, maintenance, or repair. City shall make adequate provisions for maintaining the proper drainage of US 17 as it may be affected by the construction of the Bridge and associated structures and walkways. All work shall be subject to the satisfaction of SCDOT.

B. City shall provide a complete set of City’s plans and specifications for construction for SCDOT’s review. These plans and specifications shall set forth all aspects of the Project, including the coordination and timing of phasing, and shall also provide such additional and further documentation as requested by SCDOT so that it may complete its review. City’s plans must be prepared and signed by a professional engineer licensed in the State of South Carolina. SCDOT will promptly review the City’s construction plans, and agrees that its approval will not be unreasonably withheld, delayed, or denied so long as the plans conform to all applicable SCDOT requirements as well as applicable federal, state, and local laws, ordinances, rules, and regulations. If a fundamental disagreement occurs with regard to City’s plans and specifications for construction, City agrees to make such reasonable modifications as can be made to the plans such that the project may proceed with SCDOT’s approval.

C. Prior to the commencement of any work on SCDOT right-of-way, City, through its chosen contractor, shall provide a Performance Bond or Letter of Credit to SCDOT to secure the performance of its obligations to construct the Bridge pursuant to this Agreement. The Performance Bond or Letter of Credit shall be in the full amount of the estimate for the construction of the Bridge. The Performance Bond or Letter of Credit shall be presented to SCDOT’s District Six Office prior to the issuance of the Notice to Proceed.

D. SCDOT shall document the conclusion of its pre-construction review and approval process by providing City a written notice to proceed. No occupation, construction, or alteration of the Area of Encroachment may occur until SCDOT has issued the Notice to Proceed.

E. All construction equipment shall not come within 15 feet of SCDOT’s existing bridge structures without prior SCDOT approval.

F. No barges, boats, or other vessels shall be permitted to tie off to SCDOT’s piling.

G. No positive attachment, other than that required for the permanent Bridge structure and approved by SCDOT, shall be permitted on SCDOT’s existing bridge structures.

H. Commencement of Construction; Obligations.

I. Upon receipt of SCDOT’s Notice to Proceed, City shall be entitled to commence construction of the Bridge in a manner consistent with City’s
properly submitted and accepted construction plans, and consistent with all SCDOT-issued permits and approvals.

2. City shall provide for proper project management, inspection, oversight, and control of all elements of construction. City shall also provide Quality Acceptance testing, inspection, and other services sufficient to provide certification to SCDOT that the construction and materials used for construction are in conformance with the plans and specifications set forth in the contract documents. The inspectors and engineers performing Quality Acceptance testing and inspection shall be SCDOT certified in the area of testing and inspections being performed. All acceptance sampling and testing shall be performed in accordance with the Quality Control (QC) sampling and testing schedule and frequency specified in SCDOT’s Construction Manual. The engineer of record may not also provide Construction Engineering and Inspections services on State-maintained facilities.

3. City shall ensure that the Bridge is constructed in strict compliance with the accepted construction plans and specifications, or as amended by any change orders approved in advance by SCDOT.

4. City shall complete all necessary material testing in accordance with SCDOT requirements.

5. City shall obtain SCDOT concurrence to accept material that does not conform to contract requirements. Such concurrence shall be documented by the use of SCDOT Form 100.09, and must be approved by SCDOT’s District Engineering Administrator and SCDOT’s Director of Construction. The request for concurrence must be initiated by City no later than 45 days after incorporation of the non-conforming material.

6. SCDOT reserves the right to conduct construction oversight, to include sampling and testing of materials, within SCDOT’s right-of-way at the discretion of the Deputy Secretary for Engineering. All direct costs incurred by SCDOT associated with construction oversight shall be reimbursed by City in accordance with the terms of this Agreement.

7. The project may be subject to periodic reviews / inspections by SCDOT’s Quality Management Team and Environmental Compliance Team at SCDOT’s discretion and with 24 hours’ notice to City.

8. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, City and SCDOT agree as follows:
a. As needed, project field reviews will be made by both City’s and SCDOT’s construction representatives to discuss project status, mutual concerns, and construction issues.

b. Contract documents will be furnished to SCDOT upon request.

c. Copies of test results shall be provided to SCDOT upon request so test data and results can be evaluated. Periodic reviews of test reports and summaries may be made by SCDOT.

d. Copies of Daily Work Reports, diaries, meeting minutes, and all documents associated with the construction management of the project shall be provided to SCDOT upon request.

e. Project traffic control reviews for safety and specification compliance will be made and documented on SCDOT Form 600.02 by City or their agent. Daytime reviews shall be conducted at least once per week, and a nighttime inspection will be performed at least once per month.

f. Erosion control reviews will be made on a schedule as required by the NPDES General Construction Permit. Erosion control reviews will be made in accordance with the latest edition of SCDOT’s Supplemental Specification on Seeding and Erosion Control Measures. Observations will be documented on SCDOT’s Erosion Control Form 800.02. City will apply for and acquire all necessary permits, to include the NPDES General Construction Permit in the name of City. City will comply with all NPDES requirements and will be responsible for all fines associated with the resolution of any enforcement actions that may arise as a result of non-compliance.

I. SCDOT Review / Limitations.

1. During construction, SCDOT will rely on the professional performance and ability of City, its agents and representatives, and its selected contractors.

2. Examination by SCDOT, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work which would relieve City from its liability or expense for the work to be accomplished by City pursuant to this Agreement.

3. Acceptance or approval of any of the work by SCDOT will not constitute a waiver of any rights of SCDOT to recover damages from City that are caused by any error, omission, or negligence of City, its agents, consulting engineers, or contractors in the performance of the
design, construction, maintenance, inspection, or repair of the Bridge. Further, if due to error, omission, or negligence of City, its agents, consulting engineers, or contractors, the plans, specifications, and estimates are found to be in error, or there are omissions therein revealed during the construction, maintenance, inspection, or repair of the Bridge and revision or reworking of the plans is necessary, City shall make all such revisions without expense to SCDOT.

4. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 et seq.), City will be responsible for all damages incurred by SCDOT or third parties caused by error, omission, or negligent acts of City, City’s employees, agents, consultants, or contractors in the design, construction, maintenance, inspection, repair, or use of the Bridge.

XIII. ACCEPTANCE

1. Upon completion of the project, City shall submit the Project Closure Checklist (attached hereto as Attachment A) including the following Project documentation to SCDOT:

a. Copies of required environmental documents/permits

b. Design documents
   i. As described elsewhere in this Agreement;
   ii. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 and in accordance with the current version of SCDOT’s As-Built construction Plans Supplemental Specification;
   iii. Electronic files of the Final Project plans as described in SCDOT’s “Road Design Reference Material for Consultant Prepared Plans”;
   iv. Final Stormwater Reports.

c. Right-of-way documents
   i. Appraisals;
   ii. Title search information;
   iii. Deeds sufficient to convey to SCDOT any additional highway right-of-way acquired by City. Titles shall be by special warranty and sufficient to convey the entire interest obtained by City from the Landowner;
   iv. Correspondence with property owners;
   v. Master exhibit prepared by the engineer of record outlining the rights-of-way to be conveyed to SCDOT;
vi. Diaries or agents’ worksheets related to the acquisition of right-of-way;

vii. All Utility Agreements and No Cost Letters with supporting documentation;

viii. Summary sheet showing all payments made by City against each Utility Agreement;

ix. If applicable, all supporting information for cost increases to Utility Agreements.

d. Construction documents

i. As-built drawings - In addition to those documents set forth elsewhere in this Agreement, City shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of the project based on information provided by the construction contractor and verified by City. “As-built” plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. “As-built” utility plans must include at a minimum the following:

- Survey centerline and existing roadway centerline if different, with labeled stationing.
- Existing and new right-of-way lines, and City easement lines
- Final location of utility lines and appurtenances

ii. Test reports

iii. Daily construction diaries

e. Other documents

i. All applicable warranty documents;

ii. Specific operations and maintenance manuals (as reviewed and approved by SCDOT);

iii. As it relates to non-bridge items that may be in SCDOT right-of-way and transferred to SCDOT, assignments to SCDOT of all contractors’ payment and performance bonds in connection with the project and a copy of the Consents of Surety for final payment;

iv. As it relates to non-bridge items that may be in SCDOT right-of-way and transferred to SCDOT, assignments, releases, affidavits, or other proof of payment to indicate full payment of all claims by contractors, their subcontractors, or suppliers;
3. City shall be responsible for the maintenance of any special or unique features, enhancements, or nonstandard materials that are incorporated into the project, such as, but not limited to: noise walls, hardscape treatments, landscaping, lighting (aesthetic non-standard), mast arms, and street furniture.

XIV. TRAFFIC CONTROL RESPONSIBILITIES

City shall own, control, construct, operate, maintain, repair, inspect, reconstruct, and remove the Bridge in a manner that does not impact the safety of traffic on US 17 or on the Ashley River and will cause no unreasonable interference with the use of the highway or the river by the travelling public or by SCDOT. City shall not close, restrict, or impede the free flow of traffic on US 17 except in a manner consistent with SCDOT’s Standard Drawings, The Rule on Work Zone Safety and Mobility, Policy and Guidelines, Hourly Restrictions for Lane Closures found at SCDOT’s website, and the Manual on Uniform Traffic Control Devices (MUTCD), then current at the time of closure, restriction, or impediment of the free flow of traffic. In no event shall closure, restriction, or impediment of the free flow of traffic occur unless specifically approved in advance by SCDOT, except in the case of an emergency. All traffic control shall comply with SCDOT Standards for Traffic Control.

XV. PROTECTION OF UTILITIES

This Agreement is subject to all existing utilities and rights of such utility providers. City shall be responsible for identifying the location of existing utilities, including SCDOT utilities, that may be affected by the construction of the Bridge, establish whether SCDOT or the utility has prior rights, obtain all necessary utility agreements, and pay for the cost of any required relocations in accordance with SCDOT’s “Utility Accommodations Manual.”

XVI. ALTERATIONS

Once constructed, City shall not make any alterations, modifications, or changes to the Bridge without the advance written permission of SCDOT.

XVII. MAINTENANCE AND INSPECTION REQUIREMENTS

A. Any activity by City that could potentially affect the operations of the Ashley River Bridge and Legare Bridge must be approved in advance by SCDOT.

B. Except as provided elsewhere in this Agreement, City shall be solely responsible for the ownership, operation, maintenance, control, repair, inspection, load ratings, reconstruction, and removal of the Bridge, all of which shall occur at no expense to SCDOT. City shall comply with SCDOT’s bridge maintenance and inspection specifications for National
Bridge Inspection Standard ("NBIS") structures. Although the Bridge is designed for pedestrian and bicycle use, it shall be inspected and load rated as if it were an NBIS structure. Accordingly, operation of the Bridge must be in accordance with all SCDOT standards and policies that govern the operation of SCDOT movable bridges.

C. City shall conduct an inspection of the Bridge in compliance with the NBIS then current at the time of each inspection. This shall include: structural, fracture critical, complex, routine, underwater, mechanical, electrical, special, and any other inspections required by federal requirements for NBIS structures. Such inspections must occur prior to opening the Bridge to the public and subsequently every 24 months, or more frequently if required by law, and more frequently where structural damage or deterioration becomes evident or in the event of emergency circumstances that could potentially impact the integrity of the structure, or if deemed necessary by SCDOT. These inspections and reports shall be performed in accordance with the then current version of the SCDOT Bridge Inspection Guidance Document for NBIS structures. City agrees that SCDOT has no duty to inspect, report, or remedy observed conditions (even if SCDOT has notice of said conditions) on the Bridge. City shall promptly and adequately address any critical finding and other safety concerns that are identified during inspections, or otherwise.

D. A load rating must be performed during the design phase of the Bridge construction project and subsequent load rating analyses performed as conditions warrant in accordance with the then current version of the SCDOT Load Rating Guidance Document. A copy of each load rating report must be submitted to SCDOT upon completion of the load rating analysis. Load restrictions shall be placed on the Bridge as dictated by the load rating report by City and at the expense of City. Any load traversing the Bridge shall not exceed the allowable limits as specified in the load rating report.

E. A scour assessment shall be completed as part of the design phase of the Bridge and accepted by SCDOT. A scour re-evaluation will need to be performed based on inspection findings as needed. A scour study shall be performed, which shall include scour inspections prior to, during, and after construction of the Bridge. City shall be responsible for remediation if the scour study shows progressively worse issues due to the Bridge.

F. City shall obtain written approval from SCDOT prior to engaging in maintenance, repair, or inspection activities on the Bridge from SCDOT right-of-way. City shall be responsible for providing public notice and appropriate signage in the event that the Bridge is temporarily closed due to maintenance, repair, or inspections.
G. SCDOT shall have the right, but not the duty, to access the Bridge at all reasonable times, with prior notice to City, to view all portions of the Bridge for compliance with this Agreement and to notify City of any issues identified.

H. In the event SCDOT discovers disrepair or deterioration to the Bridge which has not been addressed by City, SCDOT shall notify City of such condition, and require correction of same within a reasonable time period specified by SCDOT, but not less than thirty (30) days. Significant disrepair or deterioration which could impact or interfere with public safety shall be addressed by City immediately. SCDOT shall have the right, but not the obligation, to perform necessary repairs or maintenance upon the Bridge after reasonable notice to City and a failure of City to correct the issue within the timeframe specified by SCDOT. City shall reimburse SCDOT for all reasonable labor and direct expenses incurred by SCDOT to complete any such repairs or maintenance.

i. SCDOT reserves the right to close the Bridge if City refuses to take action to remedy a capacity or safety issue. “Closure” in this case shall mean the Bridge shall be opened and secured in the open position so as to not be an impediment to maritime traffic or the operation of the existing US 17 bridges.

I. City shall be solely responsible for the prompt repair and cost of any damage to the Bridge caused by vehicle crashes, vessel strikes, vandalism, or other acts or omissions by third-parties. City shall be solely responsible for collecting reimbursement for any and all damages from the entity/entities that caused such damage. In an emergency event, SCDOT may take such actions as may be required to protect the travelling public. SCDOT shall notify City of any emergency activities as soon as possible upon making the decision to conduct any emergency activities on the Bridge.

J. Except in emergency situations, all repair and rehabilitation work shall be subject to the prior approval of SCDOT. All repair and rehabilitation work shall be in accordance with SCDOT’s then current standard design and construction requirements and specifications. The work must be designed and approved by a professional engineer licensed in the State of South Carolina. Records of all repair and rehabilitation work shall be retained by City and shall be subject to inspection by SCDOT.

XVIII. **LIGHTING**

A. City and/or its agents shall only install lighting or illumination devices approved in advance by SCDOT. Such lighting shall not shine or direct any light upon the highway right-of-way in any direction in a manner that could cause distraction or impairment to travelers on the highway.
IGA DRAFT

B. SCDOT shall have the right to remove any unapproved, non-conforming, or improperly installed lighting or illumination devices placed on the Bridge or within the Area of Encroachment. Alternatively, SCDOT may direct City in writing to remove same. If City fails to comply with SCDOT’s request within 24 hours, SCDOT shall proceed with removal, which shall be done at City’s expense.

C. This section shall not apply to lighting requirements imposed by the USCG for hazard avoidance and navigation.

XIX. OUTDOOR ADVERTISING

City shall not erect, display, or allow or cause to be erected or displayed any outdoor advertising, including, but not limited to: signs, banners, bridge art, or devices of any kind on the Bridge or Area of Encroachment or within the US 17 right-of-way. To the extent that some portions of the Bridge are outside of SCDOT right-of-way, City must comply with state, federal, and local laws, rules, and regulations pertaining to outdoor advertising.

XX. CONDITION OF THE AREA OF ENCROACHMENT

City acknowledges that it has examined and is familiar with the condition of the Area of Encroachment, and that no representations as to the condition or repair of the Area of Encroachment have been made to City by SCDOT. SCDOT makes no warranties or representations as to the condition of the Area of Encroachment or the US 17 right-of-way or its fitness for City’s intended use. SCDOT shall not be liable to City for any claims or damage occasioned by reason of the condition of the Area of Encroachment during the term of this Agreement.

XXI. ENVIRONMENTAL

A. City will carry out its work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee the Project for such compliance. This responsibility shall include:

1. The preparation of necessary permit applications required by any state and/or federal governmental agency to complete the Project. City will be responsible for all resource and regulatory agency coordination required to secure and obtain permits.

2. Compliance with those stipulations and conditions under which City and/or SCDOT receives approval of applicable environmental documents and permits.

3. Preparation and submittal of the Notice of Intent (NOI).

4. Compliance with all secured permits. City will be the sole permittee and City will be solely responsible for environmental compliance, any permit conditions, and environmental commitments. If SCDOT determines it necessary to inspect
the Project for compliance, through use of existing staff or the Compliance on-call, then City is responsible for reimbursement of inspection costs to SCDOT. City will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that City or its agents were responsible for such breach or action causing the enforcement action.

5. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.

6. Carrying out all social, economic, and environmental studies required by law.

7. Completing all necessary modifications to approved permits as required by law.

B. City recognizes that SCDOT and/or FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. City will be responsible for the preparation of any necessary permit applications required by any governmental agency to complete the Project and will work with SCDOT in coordinating and negotiating with the agency to secure the permits. City and their consultant must coordinate with the SCDOT Environmental Permitting Division when submitting a USACE 404 Permit application. Additionally, all coordination with USACE and SCDHEC is to occur through SCDOT’s Environmental Permitting Division. All work performed must be in accordance with SCDOT’s Environmental Consultant Scope, latest edition, and any amendments thereto, if applicable. City will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements.

C. City must provide an assessment of potential jurisdictional impacts for the Project to SCDOT’s Environmental Mitigation Manager. City and/or their Consultant shall coordinate, throughout Project development, with SCDOT’s Environmental Office to develop a strategy that meets City’s needs and assists in streamlining permit acquisition. City is responsible for developing a conceptual mitigation plan (or plans) if the Project requires compensation for unavoidable impacts. This plan (or plans) is to be submitted to SCDOT’s Environmental Mitigation Manager for review prior to any submittal of a 404 permit to USACE.

D. All permit conditions set by the State and/or Federal regulatory agencies must be reviewed and approved by SCDOT for all roads in the state system.

E. City shall conduct public involvement meetings for the Project in accordance with NEPA regulations, if required. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by City. City shall notify representatives from SCDOT in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required.
F. Project shall not be advanced to right-of-way acquisition or construction phases until final approval of environmental documentation is obtained.

G. City shall be solely responsible for the clean-up of any environmental contamination caused by its use of the Area of Encroachment, except that City shall not be responsible for environmental contamination, or the clean-up of such contamination, that existed prior to City’s occupancy and use of the Area of Encroachment.

XXII. PROTECTION OF SCDOT PROPERTY AND FACILITIES

During construction and for so long as the Bridge is located within the Area of Encroachment, City shall have the obligation to protect SCDOT property and facilities that may be impacted by City’s activities or use of the Bridge or Area of Encroachment, and City shall be responsible for the expense, coordination, and undertaking of measures necessary to repair and restore any damaged property to its prior condition as approved by SCDOT, including the purchase of new materials where restoration using existing materials is not feasible or consistent with applicable requirements.

City shall be responsible for any claims, penalties, or fines charged to SCDOT in the event the Bridge damages any SCDOT facility and impedes river traffic.

XXIII. RESPONSIBILITY FOR CLAIMS

A. Within the limitations of the South Carolina Tort Claims Act, City shall be responsible for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on City’s part, or the part of any employee of City in performance of the work undertaken pursuant to this Agreement.

B. Notwithstanding any provision of this Agreement to the contrary, SCDOT shall, within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on SCDOT’s part, or the part of any employee of SCDOT in performance of the work undertaken pursuant to this Agreement.

XXIV. INSURANCE

A. City shall require all contractors constructing, maintaining, repairing, replacing, reconstructing, or removing the Bridge to comply with the insurance requirements in SCDOT’s Standard Specifications, then standard at the time of work.

B. City shall require all consultants performing work on or related to the Bridge to indemnify and hold harmless City and SCDOT from claims and
liability due to negligent acts of consultants in connection with the Bridge. Consultants shall meet, at a minimum, insurance requirements listed in Exhibit “B,” attached hereto and incorporated herein.

C. SCDOT shall be named as an additional insured on applicable policies, and shall be given the same rights and insurance coverage as normally granted to additional insureds. In the event that any insurer issues a reservation of rights for SCDOT as an additional insured, SCDOT shall be entitled to employ independent counsel, of its choice, at consultant’s expense.

XXV. TERMINATION

A. SCDOT shall have the right to terminate this Agreement in the event that the Area of Encroachment is necessary for SCDOT’s use of US 17 for its primary use as a highway, for future widening purposes, or for replacement of the existing US 17 bridges.

D. In the event SCDOT constructs a new bridge at this location that would necessitate the removal of the Bridge, such removal will be at SCDOT’s expense. Additionally, SCDOT will design any new structure to include pedestrian and bicycle accommodations.

C. SCDOT shall have the right to terminate this Agreement if City fails to construct the Bridge, or once constructed, ceases to use the Bridge for the purposes contemplated herein.

D. SCDOT shall have the right to terminate this Agreement if City fails to fulfill the material terms thereof, and such breach is not corrected or City has not commenced to correct within 30 days after written notice of non-compliance has been given to City by SCDOT. If City cannot reasonably complete the correction or cure of such breach within the 30-day cure period, City shall be entitled to such additional time as necessary (not to exceed six months unless SCDOT agrees to a longer period in writing) to complete the correction or cure of the breach, provided that City commences correction within the initial 30 day cure period and thereafter pursues completion of the correction with reasonable diligence.

XXVI. AGREEMENT SUBJECT TO OTHER RIGHTS

A. This Agreement is being made subject to any and all existing public utility rights of use, reservations, easements, rights-of-way, control-of-access, zoning ordinances, and restrictions or protective covenants that may appear of record or by an onsite examination of the Area of Encroachment.
B. It is distinctly understood that this Agreement does not in any way grant or release any rights lawfully possessed by the property owners abutting US 17 or who may own the underlying fee simple interest if SCDOT has only an easement interest. It is City’s responsibility to secure any such rights, as may be necessary to construct the Bridge.

XXVII. GENERAL TERMS

A. This Agreement shall take effect upon its execution and shall terminate upon the earlier of: written notification for cause from one Party to the other, or satisfaction of all terms and conditions of this Agreement.

B. The Parties hereto agree to conform to all applicable SCDOT policies, all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.

C. The Parties, or their authorized agents, shall agree to hold consultations with each other as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the course of the Project for the purpose of resolving any unforeseen issues that may arise or items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, or amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by the Parties hereto.

D. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.

E. No waiver of any event of default by a Party hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.
F. In the event a dispute or claim in connection with this Agreement shall arise between the Parties, the Parties shall meet in good faith and attempt to resolve any issues prior to taking legal or equitable action. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Charleston County.

G. All notices and other correspondence will be officially delivered as follows:

As to SCDOT:
SCDOT District Six
Attn.: District Engineering Administrator
6355 Fain Street
North Charleston, South Carolina 29406

And

South Carolina Department of Transportation
Deputy Secretary for Engineering
Post Office Box 191
Columbia, South Carolina 29202

As to City:
City of Charleston
Legal Department
50 Broad Street
Charleston, South Carolina 29401

H. The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party with respect to the administrative requirements, and also agree that no Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

I. This Agreement is made and entered into for the sole protection and benefit of SCDOT, City, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights or standing to assert any rights under this Agreement in any manner.

J. Invalidation of any one or more of the provisions of this Agreement by a court of competent jurisdiction shall in no way affect any of the other provisions herein, all of which shall remain in full force and effect.

K. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as
such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

L. By executing this Agreement, the undersigned each affirm and certify that he or she has the authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

M. This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. This Agreement is to be interpreted under the laws of the State of South Carolina. All obligations of the Parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or Agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof.

N. The Parties make no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth herein. The Parties’ rights, liabilities, responsibilities, and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.
EXHIBIT A
Additional Project Details
EXHIBIT B
INSURANCE REQUIREMENTS

Consultant shall, until this Agreement has been fully performed or until it has been terminated by SCDOT or City, take out and maintain as a normal business expense the following insurance policies:

1. Commercial General Liability (CGL) which shall include (Public Liability and Property Damage (PLPD) Insurance) and Completed Operations coverage,
2. Professional Errors and Omissions (E&O) Insurance,
3. Automobile Liability (Auto),
4. Worker’s Compensation and Employer’s Liability Insurance (Statutory Limits Required), and
5. Pollution Liability Insurance (for those consultants performing environmental services, drilling services, excavation services, or if the project involves the risk of environmental contamination) with coverage in the amount not less than customarily carried by any party in the performance of similar work and in such form and with such insurance carriers as are available to it and acceptable to SCDOT.

Consultant will secure and maintain such insurance as will protect it from:

1. Claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and for claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom;
2. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
3. Claims involving contractual liability insurance applicable to Consultant’s obligations under the indemnity provisions of this contract;
4. Claims involving professional liability, to include errors, omissions, or negligent acts in the performance, by Consultant or by any entity for which Consultant is legally responsible, of professional services included in the work.
5. Claims involving information security risks, including without limitation: failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;
6. Claims involving privacy risks, including: failure to properly handle, manage, store, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; loss of, unauthorized access to, or disclosure of confidential information; and any form of
invasion, infringement, or interference with rights of privacy, including
breach of security/privacy laws or regulations;

Consultant shall purchase and maintain insurance from a company or companies that
maintain an A.M. Best rating of not less than A-VII with coverage forms acceptable to
SCDOT.

Certificates of Insurance acceptable to SCDOT will be provided to SCDOT prior to
execution of this Agreement. These certificates shall:

1. list SCDOT and City as an additional insured under the CGL, PLPD, and
   Auto policies;
2. contain that the policies have a Per Project ENDORSEMENT;
3. reference the Project to which the certificate applies;
4. contain a provision that coverage afforded will not be canceled or reduced
   until at least 30 days prior written notice has been given to SCDOT and that
   the policies cannot be canceled for non-payment of premiums until at least
   10 days prior written notice has been provided to SCDOT; and
5. show approved deductible amounts.

Consultant shall maintain continual additional insured status for SCDOT and City for the
time period required to satisfy the statute of limitations for South Carolina. Send Notice
of Cancellations to SCDOT’s Professional Services Contracting Office and City. Make
certain that the policies are endorsed to reflect this requirement. Verification of additional
insured status shall be furnished to SCDOT and City by including a copy of the
endorsements with the Certificate of Insurance. CGL, PLPD, Pollution Liability, and Auto
insurance shall apply as primary and noncontributory insurance with respect to any other
insurance or self-insurance programs, including any deductibles afforded to or maintained
by SCDOT and City. Consultant’s deductibles shall not exceed $250,000 without written
consent of SCDOT and City, and certificates must show the deductible amounts.
Consultant shall provide evidence of financial ability to cover the amount of this
deductible at the time of execution of this Agreement and for every year thereafter until
the insurance obligations set forth herein ends.

Consultant’s CGL, PLPD, Pollution Liability, and Auto insurance policies shall contain
no provision providing that the limits available to an additional insured are less than the
limits available to Consultant. SCDOT and City shall be given all the same rights and
insurance coverage as normally granted to additional insureds. In the event that any
Insurer issues a reservation of rights for SCDOT and City as an additional insured, SCDOT
shall be entitled to employ independent counsel, of its choice, at Consultant’s expense.

There shall be no endorsements or modifications of the CGL limiting the scope of
coverage for liability arising from explosion, collapse, underground property damage, or
work performed by Consultant.

Consultant shall waive its rights against SCDOT and City, other additional insured parties,
and their respective agents, officers, directors, and employees for recovery of damages, or
any other claims, to the extent these damages are covered by the CGL, PLPD, Auto, and workers’ compensation policies maintained pursuant to this section of the Agreement.

After Final Invoice of the work, Consultant shall maintain E&O, CGL, Pollution Liability, and PLPD insurance coverage to include liability coverage for damage to insured’s completed work equivalent to that provided under ISO CG 00 01 for three years.

By execution of this Agreement, Consultant accepts the responsibility to provide the liability insurance policies and endorsements as specified herein. Failure of SCDOT or City to identify a deficiency in the Certificate of Insurance submitted by Consultant as evidence of the specified insurance or to request other evidence of full compliance with the liability insurance specified shall not be construed as a waiver by SCDOT or City of Consultant’s obligation to provide and maintain the required insurance for the duration of the contract.
Attachment A: Project Closure Checklist
Submitted by City of Charleston
(Enter Project Name)
(Enter Date of Submittal)

The following documentation has been provided to SCDOT, in a format acceptable to SCDOT:

County’s Initial

1) Copies of required environmental documents/permits
   a. Report showing NEPA/Permit Commitments complied with
   b. US Army Corps of Engineers Close-out report
   c. Notice of Termination for NPDES Permit

2) Design documents
   a) As described elsewhere in this Agreement
   b) Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991), and in accordance with SCDOT’s As-Built Construction Plans Supplemental Specification, latest version
   c) Electronic files of the Final Project plans as described in the SCDOT’s “Road Design Reference Material for Consultant Prepared Plans”

3) Right of way documents
   a) Appraisals
   b) Title search information
   c) Deeds sufficient to convey to the SCDOT the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
   d) Correspondence with property owners
e) Diaries or agents worksheets related to the acquisition of right of way.
f) All Utility Agreements and No Cost Letters with supporting documentation.
g) Summary sheet showing all payments made by the County against each Utility Agreement.
h) If applicable, all supporting information for cost increases to Utility Agreements.

4) Construction documents  
a) As-built drawings — As detailed in the IGA  
b) Test reports  
c) Daily construction diaries

5) Other documents  
a) Assignments to the SCDOT of all contractors’ payment and performance bonds in connection with the Project and a copy of the Surety’s Consent for final payment.

b) Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.

c) DBE closeout obtained from SCDOT Office of Business Development, if federally funded and the Project had a DBE goal.

This is to certify that results of the tests on job control samples indicate that the materials incorporated into the construction work and the construction operation controlled by sampling and testing are in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of record sampling and testing. SCDOT concurrence was obtained in all instances in which materials did not conform to contract requirements.

DATED: ___________  
City of Charleston

By: ________________________________

Its: ________________________________

DATED: ___________  
South Carolina Department of Transportation
Attachment “B”
SCDOT Sample Invoice
STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY  

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Cainhoy Land & Timber, LLC ("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) Generals Street (New 50' Public R/W), Gumbo Alley (New 20' Public R/W), Bold Reason Street (New 50' Public R/W), Sanders House Street (V/W Public R/W), Havana Street (50' Public R/W), Matisse Street 50' Public R/W, Hopewell Drive (57' Public R/W), as shown and designated on a plat entitled "FINAL SUBDIVISION PLAT OF A PORTION OF POINT HOPE TO CREATE HOPEWELL RESIDENTIAL PHASE 1 AND EASEMENTS, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA. PREPARED FOR CAINHOY LAND & TIMBER, LLC"

prepared by F. Elliott Quinn of Thomas & Hutton Engineering Co., dated January 26, 2022, revised , and recorded on in Plat Book at Page 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.

This being a portion of the property conveyed to Grantor herein by deed of the JP Morgan Chase Bank, et al. dated May 15, 2008 and recorded May 28, 2008 in Book 7368 at Page 1 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.: 262-00-00-008

* Roost Lane (New 20' Public R/W), Pop Pop Lane (New 20' Public R/W)
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 ______ day of ______ 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness Number One

Witness Number Two

Signed: ____________________________

Printed Name: ____________________________

By Matthew R. Sloan, its President

Printed Name: ____________________________

STATE OF SOUTH CAROLINA:

COUNTY OF CHARLESTON:

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, as President of DI Development Company, Inc., the Authorized Agent, of Cainhoy Land & Timber, LLC, a Delaware Limited Liability Company, on behalf of the Grantor on the ______ day of ______, 2022.

Signature of Notary: ____________________________

Print Name of Notary: ____________________________

Notary Public for South Carolina

My Commission Expires: ____________________________

SEAL OF NOTARY

Page 2 of 2
STATE OF SOUTH CAROLINA
) )
COUNTY OF BERKELEY
) )

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

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

2. The Property (Open Space/HOA Area HW-A-1, Open Space/HOA Area HW-C-1, Open Space/HOA Area HW-C-2, Open Space/HOA Area HW-D-1, Open Space/HOA Area HW-D-2, Open Space/HOA Area HW-E/1, Open Space/HOA Area HW-H-1, Open Space/HOA Area HW-J-1, and Open Space/HOA Area HW-L-1. City of Charleston, Berkeley County, Portion of TMS No. 262-00-00-008), is being transferred by Cainho Land & Timber, LLC to Cainhy Town Association, Inc. on ___________ 2022.

3. Check one of the following: The DEED is:

(a) _______ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money’s worth.

(b) _______ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _______ EXEMPT from the deed recording fee because #1 (See Information section): Value of land less than $100

(if exempt please skip items 4 - 7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _______ or No _______

4. Check one of the following if either item 3(a) or item 3(b) has been checked.

(a) The fee is computed on the consideration paid or to be paid in money or money’s worth in the amount of $_________.

(b) The fee is computed on the fair market value of the realty which is $_________.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is $_________.

5. Check YES _______ or NO _______ X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If “Yes,” the amount of the outstanding balance of this lien or encumbrance is: ___________.

6. The Deed recording fee is computed as follows:

(a) $_________ the amount listed in item 4 above.

(b) 0 _______ the amount listed in item 5 above (if no amount is listed place zero here)

(c) $_________ Subtract Line 6(b) from Line 6(a) and place the result.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $_________.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as: 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.

SWORN to this 15th day of February, 2022

[Signature]
Notary Public for South Carolina
Print Name of Notary
My Commission Expires

Grantor: Cainhoy Land & Timber, LLC,
By: D.I. Development Company, Inc., its authorized agent

By: [Signature]
Matthew R. Sloan, its President

SEAL OF NOTARY
STATE OF SOUTH CAROLINA } EXCLUSIVE STORM
) WATER DRAINAGE
) EASEMENTS
COUNTY OF BERKELEY ) CITY OF CHARLESTON

This Agreement is made and entered into this ______ day of __________, 2022, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Cainhoy Land & Timber, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Berkeley County tax map number 262-00-00-008 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.F.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"FINAL SUBDIVISION PLAT OF A PORTION OF POINT HOPE TO CREATE HOPEWELL RESIDENTIAL PHASE I AND EASEMENTS, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA PREPARED FOR CAINHOY LAND & TIMBER, LLC"

"Prepared and executed by F. Elliott Quinn of Thomas & Hutton Engineering dated January 26, 2022 revised on __________, and recorded as Instrument No. _____________________________ in the ROD Office for Berkeley County, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns and all persons whosoever lawfully claiming or to claim the same or any part thereof.
IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: Thomas F. O'Brien
Its: Public Service Director

STATE OF SOUTH CAROLINA )
) COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Thomas F. O'Brien, the Director of Public Service of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on ____________.

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

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA )
) COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, President of DI Development Company, Inc., the Authorized Agent of Cainhoy Land & Timber, LLC, a Limited Liability Company, on behalf of the Owner on 2/15/2012. *Delaware

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

SEAL OF NOTARY

Cainhoy Land & Timber, LLC
By: DI Development Company, Inc., its Authorized Agent

OWNER:

By: ____________________________
Name: Matthew R. Sloan, its President

ESWDE8-2016
Page 2 of 2
STATE OF SOUTH CAROLINA
 )
COUNTY OF CHARLESTON
 )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that HDP Twin Lakes LLC
("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 Charleston,
State of South Carolina, identified as (list street names)
Blue Bayou Blvd., Twin Lakes Avenue, Crystal Springs Rd.
as shown and designated on a plat entitled "FINAL SUBDIVISION PLAT SHOWING TWIN
LAKES SUBDIVISION, PHASE 2A (11.840 AC) AND THE EXTENSION OF BLUE
BAYOU BLVD. IN PHASE 1 (0.172 AC), PROPERTY OF HDP TWIN LAKES LLC,
LOCATED ON JOHN'S ISLAND, IN THE CITY OF CHARLESTON, CHARLESTON COUN
TY, S.C."
prepared by Parker Land Surveying, LLC,
dated July 26, 2021, revised May 23, 2022, and recorded on
in Plat Book at Page in the Office for Charleston County.
Said property butting and bounding, measuring and containing, and having such courses and
distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
BMG II, LLC, JTG III, LLC, and MRG, LLC dated December 28, 2017 and recorded
December 29, 2017 in Book 0689 at Page 652 in the Office for
Charleston County, South Carolina

Grantor'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.: 345-00-00-036
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 20 day of July ☐ 2022

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]
HDP Twin Lakes LLC - James Cone, Agent

[Signature]

Witness Number One
Printed Name

Witness Number Two
Printed Name

***********

STATE OF SOUTH CAROLINA )
( COUNTY OF CHARLESTON ☐ )

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by James Cone, the Agent of HDP Twin Lakes LLC, a Delaware limited liability co., on behalf of the Grantor on the 20 day of July ☐, 2022.

Signature of Notary: [Signature]
Print Name of Notary: Abby Hayes
Notary Public for South Carolina
My Commission Expires: October 19, 2025

SEAL OF NOTARY

Abby F. Hayes
Notary Public, State of South Carolina
My Commission expires Oct. 19, 2026
STATE OF SOUTH CAROLINA  

COUNTY OF Charleston  

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS  

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

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

2. The property was transferred by HDP Twin Lakes, LLC to the City of Charleston on _________________.  

3. Check one of the following: The deed is  

   (A) ______ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money’s worth.  

   (B) ______ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.  

   (C) ______ exempt from the deed recording fee because (See Information section of affidavit): #2 [(explanation required)]  

   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)  

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?  
Check Yes ______ or No ______  

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):  

   (A) ______ The fee is computed on the consideration paid or to be paid in money or money’s worth in the amount of _____________________________.  

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

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

5. Check YES ______ or NO ______ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If “YES,” the amount of the outstanding balance of this lien or encumbrance is _____________________________.  

6. The deed recording fee is computed as follows:  

   (A) Place the amount listed in item 4 above here: _____________________________.  

   (B) Place the amount listed in item 5 above here: _____________________________.  

   (If no amount is listed, place zero here.)  

   (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____________________________.  

AIEA 2013
The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is ________________. 

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor ________________.

I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction: ____________________________

HDP Twin Lakes, LLC - James Cone, Agent
Print or Type Name Here

Sworn this 20 day of July 2022
Notary Public for South Carolina
My Commission Expires: December 20, 2025

Abby F. Hayes
Notary Public, State of South Carolina
My Commission expires Oct. 19, 2026
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

EXCLUSIVE STORM WATER
DRAINAGE EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _20__ day of July, 2022, by and between the CITY OF CHARLESTON, a South Carolina municipality (herein the "City"), and HDP Twin Lakes, LLC (herein the "Owner").

WHEREAS, the City is desirous of maintaining storm water drainage pipes and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County TMS No. 345-00-00-036 and, to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property, as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto the City certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain drainage easements more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of the City's allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs 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 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 July, 2022, on behalf of the said municipality.

Signature: __________________________
Print Name of Notary: __________________________
Notary Public for South Carolina
My Commission Expires: ________________ (SEAL)

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, has set its Hand and Seal the day and year first above written.

IN WITNESS WHEREOF, the Owner has set its hand and seal the day and year first above-written.

WITNESSES:

Witness #1
Name: John Smith
Print Name: John Smith

Witness #2
Name: Jane Doe
Print Name: Jane Doe

OWNER - HDP Twin Lakes, LLC
By: James Corp
Its: Agent

STATE OF South Carolina )
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 20th day of July, 2022 by James Corp, Agent (name and title).

Signature: James Corp
Print Name of Notary: Laura Cargill
Notary Public for South Carolina
My Commission Expires: May 11, 2023

(SEAL)
EXHIBIT A

All those certain drainage easements of various widths being shown and labeled "COC DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled "FINAL SUBDIVISION PLAT SHOWING TWIN LAKES SUBDIVISION, PHASE 2A (11.840 AC.) AND THE EXTENSION OF BLUE BAYOU BLVD. IN PHASE I (0.172 AC.) PROPERTY OF HDP TWIN LAKES LLC, LOCATED ON JOHN'S ISLAND, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SC" prepared by Parker Land Surveying, LLC dated July 26, 2021, revised on May 23, 2022, and recorded on _______ in Plat Book ______ at Page ____ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, buttings and boudings as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]
Tom,

We will need to add Westedge Phase 1 dedication back on PW agenda for clarification and approval. The prior approval, on September 13, 2021, came under the assumption that a formal easement with Mike Bennett was in place. We now need to educate the Committee and council that this easement is no longer an option and our dedication will now be proposed with a prescriptive easement instead. Please let me know if you have any questions. We’ll get exhibits to you as well. Julia

Acceptance and Dedication of Streets

1. **Westedge, Phase 1** (TMS Nos. 460-00-00-017; 460-00-00-021; 460-00-00-034). Authorization for the acceptance and dedication of those certain rights-of-way designated as Westedge Street, Horizon Street, and District Drive and the City of Charleston drainage easements shown on the final subdivision plat for the development. **This authorization is subject to the City’s approval of the final dedication package for the development.** a. Title to Real Estate (460-00-00-021); b. Exclusive Stormwater Drainage Easements (460-00-00-017) c. Exclusive Stormwater Drainage Easements (460-00-00-034) d. Plat.

**Julia P. Copeland | Deputy Corporation Counsel**
City of Charleston | Legal Department  
50 Broad Street | Charleston, SC 29401  
T: 843-724-3730 | F: 843-724-3706 | copelandlj@charleston-sc.gov | www.charleston-sc.gov
August 17, 2022

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

Subject: Maintenance of 22 LF of granite curb and 58 LF of concrete sidewalk on Ashley Avenue (S-10-103) in conjunction with the project at 14 Cannon Street.

Dear Mr. Black:

This letter concerns the proposed 22 LF of granite curb and 58 LF of concrete sidewalk within the SCDOT right-of-way on Ashley Avenue (S-10-103) shown on the attached drawings in conjunction with the project at 14 Cannon Street.

The City Council of Charleston, at its meeting held August 16, 2022, agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

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

Sincerely,

Thomas F. O’Brien
Director of Public Service

CC: Thomas Purcell, Kimley Horn
    Brian Pokrant, GIS Analyst
This Agreement is entered into this 1st day of July 2022, by and between the Charleston County Sheriff's Office and the Charleston Police Department.

Whereas, Sections 23-20-10 through 23-20-60 of the code of Laws of South Carolina (1976), as amended June 3, 2016, authorizes counties, incorporated municipalities, or other political subdivisions of this state to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control and safety and other emergency service situations. And,

Whereas, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

Whereas, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

Whereas it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and

Whereas, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Statement of Specific Services To Be Provided: To support multi-agency marine public safety units in responding to waterborne Homeland Security issues utilizing assigned marine patrol boat operators as well as specialized units including SWAT and Explosive Devices Team as well as other elements of patrolling the waterways, conducting search and rescue missions, waterside firefighting, side scan sonar missions, assisting in Underwater Recovery Team (URT) Dive Team missions, training exercises, assisting local, state and federal agencies by providing law enforcement aboard vessels being utilized in investigation, interdiction and apprehension of waterborne criminal violators, and assist in providing security zones for specialized events and designated areas.

Management. The Charleston County Sheriff's Office shall be the host and lead agency of the Charleston Metro Marine Unit. Pursuant to this Agreement, all personnel assigned to the Metro Marine Unit shall work under the command of the host and lead agency's Officer in Charge while working outside of their respective parent jurisdiction but still within the jurisdiction of Charleston County. The Officer-in-Charge will in turn be responsible for coordinating all tasking.
orders directed by the U.S.C.G. (Homeland Security) with specific taskings from parent agencies as priority. While within the jurisdiction of their parent command an authorized representative of that agency who is assigned to the Metro Marine Unit will assume operational control of the event, with support (as available) from the other member agencies as needed; the public’s Safety and Homeland Security being the priority from all participating agencies. Any other agency may participate upon agreement to the terms of this document.

The Charleston Police Department personnel temporarily transferred or assigned shall be released by the Officer in Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, Charleston Police Department personnel shall use their best efforts to complete the requested services prior to being released.

Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

Member Selection. The undersigned agency agrees to provide appropriate assets and personnel to the Charleston Metro Marine Unit in the event of an emergency, for training purposes or other events/incidents deemed appropriate. It is, however, agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Charleston Police Department shall be the sole judge as to whether or not it can respond and assist.

Training. All individual members of the Charleston Metro Marine Unit will attend all training mandated by their respective agencies. In addition, all members of the assigned units will attend training pertaining to the duties they will perform during an actual response call. Upon agreement by the participating Agencies, individual members may also attend additional training offered by reciprocal departments. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit.

The Charleston Metro Marine Unit will ensure members meet national qualification standards as established by the National Association of State Boating Law Administrators (NASBLA) through their Boat Operation and Training Program (BOAT) as well as any other certification deemed appropriate by the individual agency.

Compensation and Reimbursement. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.
The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

Costs and Expenses: Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

Equipment and Facilities. Each agency shall use equipment from their agencies in carrying out their duties of this Agreement. All Marine vessels will be operated solely by the assigned vessel operators of the Charleston County Sheriff's Office and the Charleston Police Department except as may be determined by the Officer in Charge in an event of an emergency or other exigent circumstance. All participating agencies will be responsible for supplying their own equipment and shall be responsible for maintenance and their own vessels fuel costs. All participating agencies shall bear the risk of damage or lose to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. All participating agencies will be responsible for scheduling replacement vessels within their respective fleet.

Records to be Maintained. All records of the activities of the Charleston Metro Marine Unit will be maintained by the individual agencies providing service. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without cost.

Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.
Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

Other Agreements and Investigations. This Agreement shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations.

Annual Review. Parties to this Agreement agree to conduct an annual review of the operations of the Charleston Metro Marine Unit. Utilizing objective criteria, the member agencies shall conduct an evaluation of long-term success of the operations. The member agencies shall meet and confer to make recommendations and a plan for implementation of improvement to the Charleston Metro Marine Unit.

Length, Modification and Termination. This agreement will remain in effect for one year from the date of its ratification and will automatically renew annually thereafter, unless a party exercises its right to terminate as further described herein.

This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

This agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

General Provisions

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

(remainder of page intentionally left blank)
WITNESS OUR HANDS AND SEALS this ______ day of ________, 2022

__________________________
Witness

__________________________
Witness

Kristin Graziano
Sheriff, Charleston County

__________________________
Witness

John Tecklenburg
Mayor, City of Charleston

__________________________
Witness

Luther I. Reynolds
Chief, Charleston Police Department
For Official Use Only

FEDERAL BUREAU OF INVESTIGATION
LOWCOUNTRY VIOLENT CRIMES TASK FORCE
Cost Reimbursement Agreement

VCTF File No.: 345G-CO-C2965049-MOU

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Lowcountry Violent Crimes Task Force (LCVCTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Charleston Police Department (CPD), located at 80 Broad Street, Charleston, SC 29401, Taxpayer Identification Number: 576000220, and Telephone Number: 843-743-7200, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI LCVCTF Memorandum of Understanding (MOU) signed by the Police Chief of CPD on July 25th, 2022, and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse CPD for overtime payments made to officers assigned to and working full time on LCVCTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoicing Processing Platform (IPP) software system and shall be submitted to the FBI Columbia Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at CPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI LCVCTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to CPD using the FBI’s Unified Financial Management System (UFMS). To facilitate EFT, CPD shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of CPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Columbia Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which that individual officer’s time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify CPD of the applicable annual limits prior to October 1st of each year.

6. The number of CPD deputies assigned full-time to the LCVCTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the LCVCTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, CPD shall prepare an official document setting forth the identity of each officer assigned full-time to the LCVCTF, along with the

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regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Columbia Field Office LCVCTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the LCVCTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of CPD’s participation on the LCVCTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Susan Ferensic
Special Agent in Charge
Federal Bureau of Investigation

Date: ____________________________

Amy Wharton
Chief Financial Officer
Charleston Police Department

Date: ____________________________

Financial Liaison Specialist
Federal Bureau of Investigation

Date: ____________________________

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Revised 05/24/2022
AN ORDINANCE

TO AMEND ARTICLE 3, PART 2 (OLD CITY HEIGHT DISTRICTS AND VIEW CORRIDOR PROTECTION), SECTIONS 54-306 THROUGH 54-306.1 OF CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) TO AMEND THE STANDARDS RELATED TO HEIGHT ADJUSTMENTS.

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

Section 1. Part 2 (Old City Height Districts and View Corridor Protection), Sections 54-306 through 54-306.1 of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a strike-through:

"Sec. 54-306. Old City Height Districts.

The requirements of this section have resulted from a contextual study of building height and architectural patterns in the Old City Height District. The requirements of this section reflect the predominant building height trends of the areas to which they are applied, and reinforce the principles cited in the Downtown Plan, adopted in 1999, that higher structures be located along spine streets of the Peninsula, with heights of structures tapering down towards the waters' edges. The requirements of this Section are intended to clarify acceptable heights of buildings in areas of the Old City Height District, subject to the right of the Board of Architectural Review to adjust heights in limited circumstances when based on architectural merit and context.

General requirements:

1. Heights shall be measured in stories or feet, as specified. Notwithstanding the foregoing, height shall be measured in feet in the following districts: 3X, 85/200, 85/125, 85/30, 100/30, 80/30, 55/30S, 55/30, 56/30V, 120/30, 50W, W and WP."
2. For maximum height specified in feet, the measurement shall be taken from the highest curb elevation adjacent to the site to the highest point of the structure. Where heights are specified in stories, the measurement shall be taken from finished floor to finished floor.

3. If a building is required to be raised per FEMA requirements, that same height shall be added to the maximum height allowed, up to a maximum of six (6) feet. This measurement shall be taken from the highest curb elevation.

4. Existing structures shall be allowed to be elevated to meet FEMA and City freeboard requirements and exceed height limitations of this Chapter.

5. Any area under a structure in excess of six feet shall be counted as a story.

6. **Downward height adjustment:** The BAR is empowered to require a downward adjustment of one-half story in the number of stories from the permitted number of stories in the applicable height district based on the predominate number of stories in the structure's immediate surroundings, as defined in Section 54-231.

7. Floors shall be measured in the following manner:

   **Residential:**
   
   a. The maximum height of any residential floor shall be 12 feet. The BAR may grant a waiver up to 14 feet on the first or second floor, based on architectural merit, design, and context. Any dimension above this shall constitute two stories.
   
   b. The minimum height of any residential floor shall not be less than 10 feet; however, there is no minimum height for floors in a one family dwelling, two family dwelling or one family attached dwelling.
   
   c. The BAR is empowered to require adjustments to floor heights, based on context of the structure with its immediate surroundings, as defined in Section 54-231.

   **Non-Residential:**
   
   d. The maximum height of any nonresidential story shall be 20 feet. The BAR may grant a waiver up to 25 feet on the main floor based on architectural merit, design, and context. Any dimension above this height shall constitute two stories.
   
   e. The minimum height of any nonresidential floor shall not be less than 12 feet, unless otherwise specified in Sec. 54.306.X.
   
   f. The BAR is empowered to require adjustments to floor heights, based on context of the structure with its immediate surroundings, as defined in Section 54-231 H.

8. Half stories, as the top story of a building, shall be permitted as specified by height district, subject to the following restrictions.

   For the purposes of this section, half stories on one-family dwellings, two-family dwellings, one-family attached dwellings, and accessory buildings to
these building types within the Old City Height Districts shall be limited the space under a gable or hipped roof where the wall plates, or knee walls, on at least two opposite exterior walls shall not exceed two feet in height. The aggregate width of dormers on a half story shall not exceed 30% of the width of the exterior wall below the dormer(s).

Notwithstanding the definition for half story in Sec. 54-120, for purposes of this section, half stories on all other types of buildings may be either:

a. A full story with a total floor area, including any covered exterior floor area under a roof, that does not exceed 50% of the conditioned floor area of the story immediately below the half story as illustrated in Figure 1 below, or

b. A half story under a gable or hipped roof that complies with the restrictions for a half story on a one or two family dwelling described in the previous paragraph.

Figure 1

9. Building height to roof eave shall not exceed twice the building width of the primary façade of habitable space fronting the street as illustrated in Figure 2 below, provided the Board of Architectural Review may waive this provision based on architectural merit, design and context.
10. There shall be no minimum building height requirement, unless required by the applicable height district as specified in Section 54-306.X.

11. If any portion of a structure subject to the jurisdiction of the BAR is within fifty (50) feet of an existing structure rated "exceptional" (Group 1) or "excellent" (Group 2) on the Historic Architecture Inventory, adopted by Section 54-235, or a structure in the Landmark Overlay district, such portion of that structure shall not exceed the height of such existing structures unless approved by the Board of Architectural Review based on architectural merit design and context.

12. Additional buildings and additions to buildings that are subject to the jurisdiction of the BAR shall be subordinate in height, scale and mass to the primary building; provided this provision may be waived by the Board of Architectural Review when it deems such appropriate based on architectural merit design and context or existing lot conditions. This provision does not apply to vertical additions to existing buildings. When appropriate, vertical additions must strive to be minimally visible with minimal impact on the character of the historic building and its context.

13. Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be constrained by floor to floor height requirements, but stand-alone parking garages shall appear from the street to conform to the number of stories permitted in the height district in which it is located.

14. In the height districts where additional height may be awarded on the basis of architectural merit and context, if the property is not subject to the jurisdiction of the Board of Architectural Review, the owner requesting the additional height must submit the plans to the Board of Architectural Review for review and approval. The property will not remain subject to the Board of Architectural Review purview after the request for additional height is

Figure 2

<table>
<thead>
<tr>
<th>H</th>
<th>Building height to eave</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>Primary facade fronting the street</td>
</tr>
<tr>
<td>B</td>
<td>Width of primary facade fronting the street</td>
</tr>
<tr>
<td>H</td>
<td>shall not exceed ((2 \times B))</td>
</tr>
</tbody>
</table>
reviewed. Any further request for additional height will trigger review by the Board of Architectural Review.

14.15 Additional height through rezoning:

a. An applicant seeking a height rezoning shall only be able to request a rezoning to the next higher height district with the following exceptions: except for applicants seeking a rezoning to the Upper Peninsula Zoning district. Requests to rezone to a higher height district shall be evaluated, in part, on the context of the property, the character of the immediate area, street widths around the property, and whether the requested rezoning will be compatible with surrounding properties:

1) Applicants seeking a rezoning to the Upper Peninsula Zoning district; or

2) Projects that are subject to affordable housing covenants in favor of the City of Charleston, Charleston Housing Authority, Charleston County, Department of Housing and Urban Development, and projects funded fully or in part by the City of Charleston, Charleston Housing Authority, Charleston County, Department of Housing and Urban Development, or through state issued Low Income Housing Tax Credits where 50% or more of the units are dedicated to be affordable or workforce housing units may request a rezoning up to the next two height districts.

b. All requests to rezone to a higher height district shall be evaluated, in part, based on the following criteria and the applicant must demonstrate in the rezoning submittal how each criterion is satisfied through a study that includes supporting information, graphics, and images:

1) The proposed height district responds to and is compatible with the context and character of the immediate surroundings including all abutting properties and those on both sides of the street of the block of the subject property.

2) The proposed height district demonstrates a compatible building height to right-of-way width ratio, so as not to create a canyon effect.

i. On rights-of-ways fifty (50) feet or greater, the building height to right-of-way width ratio at the street right-of-way line should not exceed 1 to 1 and shall never exceed 1.2 to 1; additional building height shall be set back at least twenty-five (25) feet from all street right-of-way lines. For purposes of this evaluation one story is equivalent to twelve (12) feet.
ii. On rights-of-way less than fifty (50) feet, the proposed height district at the street right-of-way line shall not exceed 3.5 stories and any additional building height shall be set back at least twenty-five (25) feet from all street right-of-way lines.

3) The proposed height district is in accordance with the Comprehensive Plan.

4) If the proposed height district is requested to address FEMA requirements, surveyed topographical information must be provided.

5) The rezoning request includes a corresponding request and documentation for a Zoning Map change.

6) A height district rezoning for additional height has not been requested for the same property and approved by the City of Charleston within the previous ten (10) years.

15. 16 Standalone Communication towers shall not exceed the maximum building height limits of districts that include a maximum height limit in feet, or a height limit equal to 14 feet per story for districts that are specified in stories.

17. "Architectural merit" means a project that reflects exemplary architectural and urban design, utilizes the highest level of materials and finishes and contributes to the public realm, as outlined in the Board of Architectural Review Principles.

18. Additional height for ornamental appurtenances such as church spires, belfries, cupolas, domes, and similar elements not intended for occupancy and utilitarian appurtenances related to mechanical equipment or structural systems (such as elevator and stair towers, exhaust fans, HVAC and communication equipment) that exceed the maximum allowable height may be permitted by the Board of Architectural Review, based on architectural merit, design and context. See also 54-308 Exceptions.

19. Utilitarian appurtenances related to mechanical equipment or structural systems (such as elevator and stair towers, exhaust fans, HVAC and communication equipment) that exceed the maximum allowable height may be permitted by the Board of Architectural Review based on architectural merit, design and context.

18. Appurtenances shall not exceed nine (9) feet and shall be placed to the rear of side of a building where possible in order to minimize visibility from the public right of way. See also 54-308 Exceptions.

19. Mechanical equipment on a roof shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same. Density of screening should be adequate to sufficiently screen mechanical equipment.

Sec. 54-306.A. Height District 2.5.

In this district:

1. Maximum building height shall be 2.5 stories as specified in 54-306.X.

2. The Board of Architectural Review or Design Review Board may permit an additional half story on buildings subject to its jurisdiction based on architectural merit and context.

3. Notwithstanding Sec. 54-306(5), new principal buildings within a VE or AE zone on the Flood Insurance Rate Map may have 2 stories over a first floor structure that exceeds 6' in height, provided the first floor elevation does not exceed the elevation required to meet FEMA and City freeboard requirements.

4. Within residential zone districts that are not subject to design review approval by the Board of Architectural Review, accessory buildings, as defined by the Zoning Ordinance, shall not exceed one and one-half stories and an eave height of eleven feet, except where applicable regulations of the Zoning Ordinance allow an additional dwelling unit in an accessory building.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)

Sec. 54-306.B. Height District 3.

In this district:

1. Maximum building height shall be 3 stories as specified in 54.306.X.

2. The attic shall not be habitable.

3. The nonresidential ground floor shall not exceed 14 feet as specified in 54.306.X.

4. The Board of Architectural Review may waive the limitation on habitable attic space based on architectural merit and context.

4.5 Within residential zone districts, accessory buildings, as defined by the zoning ordinance, that are not subject to design review approval by the Board of Architectural Review, shall not exceed one and one-half stories and an eave height of eleven feet, except where applicable regulations of the Zoning Ordinance allow an additional dwelling unit in an accessory building.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)
Sec. 54-306.C. Height District 2.5 - 3.

In this district:

1. On rights-of-way greater than 50 feet, the building height shall be limited to a maximum 3 stories as specified in 54.306.X.

2. On rights-of-way between 35 feet and 50 feet, the building height shall be limited to a maximum of 3 stories as specified in 54.306.X, and shall also be limited by the right-of-way width of the street at a maximum 1:1 ratio (i.e.: if a ROW is 40ft, the building shall not be taller than 40ft). Right-of-Way measurements will be determined by the Zoning Administrator.

3. On rights-of-way less than 35ft the building height shall be limited to a maximum 2.5 stories as specified in 54.306.X.

4. The nonresidential main floor shall not be less than 12 feet in height and no more than 14 feet in height, unless a waiver is granted for additional height of the floor per the requirements of Section 54-306(7) hereof.

5. Within residential zone districts, accessory buildings, as defined by the zoning ordinance, that are not subject to design review approval by the Board of Architectural Review, shall not exceed one and one-half stories and an eave height of eleven feet, except where applicable regulations of the Zoning Ordinance allow an additional dwelling unit in an accessory building.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)

Sec. 54-306.D. Height District 3.5.

In this district:

1. Maximum building height shall be 3.5 stories as specified in 54.306.X.

2. The Board of Architectural Review or Design Review Board may permit an additional half story, based on architectural merit and context.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)

Sec. 54-306.E. Height District 4.

In this district:

1. Maximum building height shall not exceed 4 stories as specified in 54.306.X.

2. The Board of Architectural Review or Design Review Board may permit an additional one half story, based on architectural merit and context.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)
Sec. 54-306.F. Height District 5.

In this district:

1. Maximum building height shall not exceed 5 stories as specified in 54.306.X.
2. The Board of Architectural Review or Design Review Board may permit an additional story based on architectural merit and context.
3. Structures that are 5 stories or more shall be abutted by sidewalks no less than 10 feet in width.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)

Sec. 54-306.G. Height District 6.

In this district:

1. Maximum building height shall not exceed 6 stories as specified in 54.306.X.
2. The Board of Architectural Review or Design Review Board may permit an additional story based on architectural merit and context.
3. Structures that are more than 6 stories shall be abutted by sidewalks no less than 10 feet in width.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)

Sec 54-306.H. Height District 7.

In this district:

1. Maximum building height shall not exceed 7 stories as specified in 54.306.X.
2. The Board of Architectural Review or Design Review Board may permit an additional story based on architectural merit and context.
3. Structures that are more than 7 stories shall be abutted by sidewalks no less than 10 feet in width.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)

Sec. 54-306.I. Height District 8.

In this district:

1. Maximum building height shall not exceed 8 stories as specified in 54.306.X.
2. The Board of Architectural Review or Design Review Board may permit an additional story based on architectural merit and context.
3. Structures that are 8 stories or more shall be abutted by sidewalks no less than 10 feet in width.
4. The provisions of Section 54-306(12) do not apply in this height district.

(Ord. No. 2017-085, § 1, 8-15-17; Ord. No. 2020-014, § 1, 1-28-20)
Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____________ in the Year of Our Lord, 2022,
and in the_____ Year of the Independence of
the United States of America

__________________________________________
John J. Tecklenburg, Mayor

ATTEST:

__________________________________________
Jennifer Cook
Clerk of Council