CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Gregorie

C. Pledge of Allegiance

D. Presentations and Recognitions
   1. Proclamation recognizing Literacy Month and National Adult Education and Family Literacy Week

E. Public Hearings

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:
   1. July 12, 2022 Workshop
   2. August 16, 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.

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, September 12th:
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, September 12th at 12:00 p.m.

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

I. Petitions and Communications:

1. Appointment of Code Enforcement Officers (Stormwater Management):
   a. Garrett Murphy
   b. Paul Rogers
   c. Ron Bucci

2. Redistricting Update – Tracy McKee, Chief Innovation Officer

J. Council Communications:

1. Discussion regarding electronic distribution of City Council agenda packets (Requested by Councilmember Peter Shahid)

K. Council Committee Reports:

1. Committee on Community Development: (Meeting was held Thursday, August 18, 2022 at 3:00 p.m.)
   a. New Business:
      (i). City of Charleston Department of Housing and Community Development & U.S. Department of Housing and Urban Development – Section 108 Financing Tool for the acquisition and development of affordable and workforce housing
      (ii). City of Charleston Department of Livability – Vacant Building Update (Power Point Presentation)
      (iii). City of Charleston Department of Planning, Preservation and Sustainability – Presentation: Board of Architectural Review (BAR) North of Line Street Demo Policy Update
      (iv). City of Charleston Department of Planning, Preservation and Sustainability – Presentation: Amendments to the Height District Requirements

2. Committee on Human Resources: (Meetings were held Thursday, August 25, 2022 at 9:00 a.m. and Thursday, September 8, 2022 at 4:00 p.m.)
   a. August 25, 2022
      (i). Old Business
      (ii). New Business
-- Review and Approval of 2023 Healthcare Budget and contract renewals
  • BCBS South Carolina – Medical and RX
-- Defer – Stop Loss Agreement-request to take straight to Ways and Means

b. September 8, 2022

(i). Old Business
   -- Discussion regarding staffing issues

(ii). New Business
   -- Discussion regarding updated City demographics by department and pay grade

3. Committee on Recreation: (Meeting was held Tuesday, September 6, 2022 at 3:30 p.m.)

   a. Master Plan Discussion

   b. Discussion regarding Municipal Golf Course restrooms and pavilion

   c. Request to consider no cost annual passes for swimmers and tennis players over the age of 90 at City pools and tennis centers

   d. Recreation staffing status

4. Joint License Committee and Public Safety Committee Meeting: (Meeting was held Tuesday, September 6, 2022 at 5:00 p.m.)

   a. Old 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. (AS AMENDED) (See also Second Readings; City Council Agenda Item L-9)

   b. New Business:

5. Committee on Public Works and Utilities: (Meeting was held Monday, September 12, 2022 at 5:00 p.m.)

   a. Request to Set a Public Hearing:
      (i). Request to Set a Public Hearing on the Closing and Abandonment of a portion of North Sterling Drive.

   b. Acceptance and Dedication of Rights-of-Way and Easements:
      (i). The Pointe at Rhodes Crossing. Authorization for the acceptance and dedication of those certain rights of ways designated as Arabella Street (50’ R/W, 644 LF), Evening Star Place (50’ R/W, 960 LF), Safe Harbor Way (50’ R/W, 1,063 LF), Salmon Dodger Street (50’ R/W, 240 LF).

      - Title to Real Estate
- Affidavit for Taxable or Exempt Transfers
- Exclusive Stormwater Drainage Easement Agreement
- Plat
This subdivision consists of 75 lots.

(ii). Battery Haig, Phase II. Authorization for the acceptance and dedication of those certain rights of ways designated as a portion of South Shore Drive (50’ R/W, 149 LF)

- Title to Real Estate
- Affidavit for Taxable or Exempt Transfers
- Exclusive Stormwater Drainage Easement Agreement
- Plat
This subdivision consists of 8 lots.

c. Public Service Department Updates:

An ordinance authorizing the Mayor to execute on behalf of the City a two-year renewable License Agreement to allow the use of a portion of TMS#:458-01-01-002 (parcel 5) for ingress and egress to 5 1/2 Alexander Street.

d. Stormwater Management Department Updates:

   (i). Church Creek - Recommend Approval of Professional Services generally related to Plan Review in the Church Creek Basin with Addendum #22 with Woolpert, Inc. for $100,000. Funds are available in the Stormwater Operations Budget.

   (ii). Discussion of Potential Restrictions in the Floodplain for Construction of New Slab on Grade Foundations

6. Committee on Public Safety: (Meeting was held Monday, September 12, 2022 at 2:00 p.m.)

   a. Police Department: Approval of an Addendum to DEA Program Funded Resident Task Force Agreement to modify original agreement to add an additional CPD Officer to the Task Force for a total of two officers.


   c. Police Department: Approval of a School Resource Officer Agreement with Berkeley County School District for 2022-2023 School Year.

   d. Police Department: Approval of a School Resource Officer Agreement with Charleston County School District for 2022-2023 School Year.

   e. Police Department: Approval of the Seahawk Charleston Executive Steering Committee Charter between CPD, USCG, and other Charleston area Federal, State, and Local Agencies.

   f. Police Department - After Action report re: South Street Memorial Day shooting

7. Audit Committee: (Meeting was held Tuesday, September 13, 2022 at 3:30 p.m.)
a. Presentation of external audit work by Mauldin & Jenkins, LLC

8. Committee on Ways and Means:

(Presentation on Emanuel Nine Memorial – Michael Arad, Kimberly Davis, Nick Wegener, and Korey Smith

(Budget, Finance, and Revenue Collections: Approval for an additional $2,000,000 contribution to the Emanuel Nine Memorial. Additional funding is needed due to funding constraints and cost escalation. This will be funded with Tourism Funds and will be included in a future budget amendment.

(Mayor’s Office for Children, Youth, and Families: Approval to apply for a $25,000 grant from Cities for Financial Empowerment Fund as partial funding for a Financial Empowerment Coordinator position in MOCYF to sustain and augment the Bank on Charleston Initiative. This position would connect residents to financial services and resources, including job training and employment services. There is no required match. However, the additional salary and benefits for the Financial Empowerment Coordinator position would need to be approved as part of the City’s 2023 Budget in order to accept the grant funds. This would require approximately $36,000 in salary and benefits for 2023. Beyond 2023, there is an opportunity for an extension of the grant for 2 additional years, which would provide $25,000 for those 2 years. This funding could be used for salary or for program-related expenses.

(Budget, Finance, and Revenue Collections: Approval of the 2023 Healthcare Budget and renewal of the Administration Contract with Blue Cross Blue Shield of SC. The 2023 Healthcare Budget was approved by the HR Committee on August 25, 2022, which includes the renewal of the BCBS of South Carolina contract. The amount will be included in the 2023 budget.

(Budget, Finance, and Revenue Collections: Approval for a 50% cost share for design services with LS3P for the MLB Facilities Upgrade Requirements of the Joseph P. Riley, Jr. Park baseball stadium. Total cost is $288,400, with the City’s share equaling $144,200. The purpose of this contract will be to obtain a more thorough design and cost estimate to negotiate the cost share of the required renovation. This will be funded with Hospitality Funds and will be included in a future budget amendment.

(Office of Cultural Affairs: Approval to accept $15,000 from the South Carolina Arts Commission to support the Lowcountry Quarterly Arts Grant Program. A 1:1 City match is required and will come from the Accommodations Tax Fund.

(Office of Cultural Affairs: Approval to accept $48,844 from the South Carolina Arts Commission to support the MOJA Arts Festival 2022, Free Verse Festival 2022, Piccolo Spoleto 2023, and the City Gallery at Waterfront Park. A 3:1 City match is required. Matching funds will come from corporate sponsorships, 2022 admissions, and private donations.

(Police Department: Approval of an Addendum to DEA Program Funded Resident Task Force Agreement to modify original agreement to add an additional CPD Officer to the Task Force for a total of two officers.

(Police Department: Approval of a School Resource Officer Agreement with James Island Charter High School for the 2022-2023 School Year.

(Police Department: Approval of a School Resource Officer Agreement with Berkeley County School District for the 2022-2023 School Year.

(Police Department: Approval of a School Resource Officer Agreement with Charleston County School District for the 2022-2023 School Year.
(Police Department: Approval of the Seahawk Charleston Executive Steering Committee Charter between CPD, USCG, and other Charleston area Federal, State, and Local Agencies.

(Housing & Community Development: Approval of a grant request in the amount of $1,491.10 from the Rotary Club of Charleston. The grant when received would support charging stations for unsheltered persons who utilize the Day Room within the Hope Center, and it would allow the purchase of a television for the Day Room. The grant was due September 1, 2022 and is attached for your information. Due to time constraints, this grant was submitted on September 1, 2022. A match is not required for this grant. This is an after-the-fact approval.

(Parks-Capital Projects: Approval and formal acceptance of the 2022 Park and Recreation Development (PARD) Grant to replace the current playground equipment and install new structures. The PARD award is $27,444.37 with a 20% City match of $6,861.09. The City match of $6,861.09 will come from 523000-52435 Maintenance, Playground Equipment.

(Parks-Capital Projects: Approval of a Construction Contract for the Harborview/Fort Johnson Park Playground with KOMPAN in the amount of $106,420.90 for the purchase and installation of new 5-12 age playground equipment. Project includes new play structure, swing set, individual play elements, safety surfacing, and site work. Approval of this contract also approves a budget transfer in the amount of $78,977 from 523000-52435 Playground Equipment Maintenance to 523000-90031 Transfer Out Capital Improvement Fund for the grant match and remainder funding for the project.

(Parks-Capital Projects: Approval of a Construction Contract with Sport Surface Pros, LLC, in the amount of $62,850.00 for court repairs and resurfacing at Maybank Tennis Center, Mary Utsey Park, Corrine Jones Park, and Charleston Tennis Center. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000.00 to the extent contingency funds exist in the Council Approved Budget. Approval of this construction contract will obligate $62,850.00 of the project budget of $100,000.00. The funding source for this project is the Structural Repair line-item in the General Fund’s 2021 Budget (520000-52445).

(Parks-Capital Projects: Authorization to accept the FY19 BUILD Grant funding from the Federal Highway Administration (FHWA) for the design and construction of the Ashley River Crossing in the amount of $5,950,250.00. The grant award must be accepted prior to 09/15/2022 to allow for obligation of the Federal funds prior to the cut-off date of 09/30/2022. The grant funding must be expended by 12/18/2026.

(Stormwater Management: Approval of a professional services contract Addendum 22 for $100,000 with Woolpert, Inc. for plan review related services in Church Creek. Funding is from the Stormwater Operations Budget. The $100,000.00 is available within the Stormwater Operations Budget.

(Stormwater Management: Approval to submit the SCRIA ARPA grant application requesting $10,000,000 in funds and a City match of $3,424,914 for a total of $13,424,914 to support Phase II of the King/Huger Street Project to install a pump station and generator. The application is due by September 12, 2022; therefore, an after-the-fact approval is being requested. There is a 25% match required. The match is available through the Drainage Fund.

(Authorization for the Mayor to execute on behalf of the City a Quitclaim Deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, to Quitclaim a portion of Floyd Drive, as shown on the attached survey, to the record owner(s) of Charleston County TMS No. 301-00-00-795, subject to any and all easements and utilities and further subject to the conditions set forth herein. The property is owned by the City of Charleston. [Ordinance]}
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. The property is owned by Morrison Yard Owner, LLC. (TMS# 459-07-00-010) [Ordinance]

Authorization for the Mayor to execute on behalf of the City a Utility Easement, approved as to form by the Office of Corporation Counsel, to the Citadel, encumbering a portion of the City’s real property designated as Charleston County TMS No. 460-00-00-002 within the right of way shown on plat dated February 7, 2022, entitled “Plat Showing a New Variable Width General Utility Easement”, attached as Exhibit A, to permit installation of a steam line adjacent to the Eastside of the Citadel Campus. The property is owned by the City of Charleston. [Ordinance]

Authorization for the Mayor to execute on behalf of the City an Access Easement Relocation Agreement which relocates an existing easement in favor of the City over a portion of 65 Sycamore Avenue, TMS No. 418-10-00-033, for perpetual ingress and egress. The property is owned by GH Saint Andrews, LLC.

Authorization for the Mayor to execute on behalf of the City a two-year renewable license agreement with Composed Abode, LLC, to allow the use of a portion of TMS No. 458-01-01-002 (Parcel 5) for ingress and egress to 5 ½ Alexander Street. The property is owned by the City of Charleston. [Ordinance]

Approval for the rental of Trinity United Methodist Church for the MOJA Arts Festival on October 2, 2022. (273 Meeting Street)

Authorization for the Mayor to execute, on behalf of the City of Charleston, a Third Amendment to the Development Agreement for Cainhoy Plantation-Trust# 2 with Cainhoy Land & Timber, LLC, a Delaware Limited Liability Company, as owner and successor in interest to Peter O. Lawson-Johnston and The Morgan Guaranty Trust Company of New York, as trustees of the trust created by Article Ninth of the Will of Harry F. Guggenheim, deceased (“Trust# 2’). The property is owned by Cainhoy Land & Timber, LLC. (Clements Ferry Road)

Authorization for the Mayor to execute the necessary documents for the substantial rehabilitation of 3 Drews Court for $91,818.00. The repair cost will be paid or expensed as follows: Fee-in-lieu account $59,818, previous owner’s contribution $32,000 (held in escrow by Haynsworth Sinkler Boyd). The property will be rehabilitated and sold as an affordable homeownership opportunity for persons whose income does not exceed 120 percent of the Area Median Income. The affordability covenants is 90 years. (TMS# 459-05-01-056)

(Please consider the following annexations:
- 2 Trail Hollow Drive (0.63 acre) (TMS# 358-07-00-051), West Ashley, (District 10). The property is owned by Jose A. Torres, Tracie A. Stemmer-Torres, Ann Stemmer (Thomas).
- 1592 Southwick Drive (0.37 acre) (TMS# 579-07-00-057), Johns Island, (District 5). The property is owned by Matthew Antol.
- 7 Oakdale Place (0.27 acre) (TMS# 418-15-00-055), West Ashley, (District 3). The property is owned by Greta Pierson.
- 1630 Wappoo Drive (0.06 acre) (TMS# 351-12-00-006), West Ashley, (District 9). The property is owned by Joshua A. Mitchell and Kimberly B. Mitchell.

(Executive Session pursuant to S.C. Code Sec. 30-4-70(a)(2) to receive legal advice and consideration of potential land purchase.

(Presentation of external audit work by Mauldin & Jenkins, LLC

Give first reading to the following bills from Way and Means:
An ordinance authorizing the Mayor to execute on behalf of the City a Quitclaim Deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, to quitclaim a portion of Floyd Drive, as shown on the attached survey, to the record owner(s) of Charleston County TMS No. 301-00-00-795, subject to any and all easements and utilities and further subject to the conditions set forth herein.

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 authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the Office of Corporation Counsel, to The Citadel, encumbering a portion of the City’s real property designated as Charleston County TMS No. 460-00-00-002, within the right of way shown on plat dated February 7, 2022, entitled “Plat showing a new variable width general utility easement”, attached as Exhibit A, to permit installation of a steam line adjacent to the east side of The Citadel campus.

An ordinance authorizing the Mayor to execute on behalf of the City a two-year renewable license agreement to allow the use of a portion of TMS#:458-01-01-002 (Parcel 5) for ingress and egress to 51/2 Alexander Street.

An ordinance to provide for the annexation of property known as 2 Trail Hollow Drive (.63 acre) (TMS# 358-07-00-051), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 10. The property is owned by Jose A. Torres, Tracie A. Stemmer-Torres, Ann Stemmer (Thomas).

An ordinance to provide for the annexation of property known as 1592 Southwick Drive (.37 acre) (TMS# 579-07-00-057), 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 Matthew Antol.

An ordinance to provide for the annexation of property known as 7 Oakdale Place (.27 acre) (TMS# 418-15-00-055), 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 Greta Pierson.

An ordinance to provide for the annexation of property known as 1630 Wappoo Drive (.06 acre) (TMS# 351-12-00-006), 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 Joshua A. Mitchell and Kimberly B. Mitchell.

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 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 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.

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 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.

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 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.

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 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.

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 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.

9. 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. (AS AMENDED)

10. 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.

11. An ordinance authorizing Mayor to execute a First Amendment to Lease Agreement between City of Charleston and South Carolina Aquarium.
12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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)

18. 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)

19. 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)

20. 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)
21. 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)

22. 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)

23. 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)

24. 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)

25. An ordinance to amend Chapter 29, Article V1, Sec. 29-240 of the Code of the City of Charleston pertaining to the procedure of accident reporting. (DEFERRED)

M. Bills up for First Reading:

1. An ordinance to amend Chapter 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 and licensing of residential rental units and providing regulations, fees, violations, and penalties therefore.

2. An ordinance to amend Article 3, Part 2 (Old City Height Districts and View Corridor Protection), Sections 54-306 through 54-306.i. of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to amend the standards related to height adjustments. (DEFERRED)

3. 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)

4. An ordinance to amend Chapter 16, Article IV, Section 16-18 of the Code of the City of Charleston; to delete and replace with new language Sections 16-20, 16-22, 16-23, and 16-24 of the Code of the City of Charleston; and to create Sections 16-24.01, 16-24.02, 16-24.03, 16-24.04, 16-24.05, 16-24.06, 16-24.07, 16-24.08, 16-24.09, 16-24.10, and 16-24.11 of the Code of the City of Charleston, the purpose of which is to adopt a City of Charleston Fair Housing Act which is substantially equivalent to the Federal Fair Housing Act. (AS AMENDED) (DEFERRED)

N. Miscellaneous Business:

2. Executive session pursuant to S.C. Code 30-4-70(a)(2) for legal update and consideration of Fire Station 11 resolution.

3. Executive Session pursuant to S.C. Code Sec. 30-4-70(a)(2) to receive legal advice and consideration of potential land purchase.

4. The next regular meeting of City Council will be Tuesday, September 27, 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 need for a highly literate citizenry prepares our community, especially as technology becomes a more consistent presence in our everyday life; and,

WHEREAS, every important social issue is impacted by literacy, including health, gender equality, and poverty; and,

WHEREAS, approximately 15% of the adults in the City of Charleston experience literacy issues that severely impact their lives and families, their ability to work productively, and their participation as citizens and residents of our city; and,

WHEREAS, TRIDENT LITERACY ASSOCIATION provides individualized instruction to adults in the City of Charleston to help them improve their skills and earn their GED, affording them chances they never dreamed possible; and,

WHEREAS, after completing TRIDENT LITERACY’S program, students enrolled in continuing education at Trident Technical College seek apprenticeship opportunities, join the military, or join the job market; and,

WHEREAS, TRIDENT LITERACY ASSOCIATION has served our community and helped our citizens transform their lives for 50 years, making it a better place for all our citizens; and,

WHEREAS, the City of Charleston recognizes the economic and societal importance of literacy and applauds TRIDENT LITERACY ASSOCIATION for all they do to make literacy possible for all our citizens.

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

LITERACY MONTH

and September 18-24, 2022 as:

NATIONAL ADULT EDUCATION AND FAMILY LITERACY WEEK

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 13th day of September in the year of 2022.

John J. Tecklenburg, Mayor

P.O. Box 652, Charleston, South Carolina 29402
843-724-3737  Fax 843-720-3872
To: Jennifer Cook  
From: Julia P. Copeland  
RE: Code Enforcement Officer Appointments for Stormwater Dept  
Date: August 24, 2022  

Kinsey Holton from the Stormwater Department endorses and requests that Mayor and Council endorse and appoint two staff members from the Department to act as Code Enforcement Officers. The following staff members are:

Garrett Murphy  
Paul Rogers  
Ron Bucci  

Thank you Julia
Section 108 Loan Guarantee Program
PRIMER

- Jorge L. Morales, CPD Specialist
  Loan Origination Team Lead

https://www.hudexchange.info/programs/section-108/
## Section 108 Loan Guarantee Program

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Section 108 Loan Guarantee Program

- Provides loan guarantees, not grants
- Employs the framework of the CDBG Program
- Offers recipients a means of accessing lower interest rates
- Low-cost, non-competitive money available on a rolling basis
- Managed by the Financial Management Division at HUD HQ (Paul Webster, Director)
Section 108 Loan Guarantee Program

What makes Section 108 an attractive financing tool?
Section 108 Loan Guarantee Program

Selecting Project(s) → Application → Approval

Financing → Administration
Section 108 Loan Guarantee Program

Section 108 Application Process

- Notify HUD Field Office & HQ
- Complete pre-submission requirements (including CP)
- Submit Application
- HUD approves application & issues offer of commitment
- Revise Application as needed
- Concurrent review by HUD FO/HQ
Section 108 Loan Guarantee Program

Who has access to Section 108 funds?

- Subrecipient entities (e.g., economic development or public housing authorities, community development corporations, non-profits), and
- Other partners may receive Section 108 funds directly from HUD if they are a designated public agency (DPA) of the CDBG Entitlement grantee.

* Non-entitlement communities in Hawaii and Insular Areas receive CDBG funds as well.
Section 108 Loan Guarantee Program

Borrowing Capacity

Annual CDBG Allocation $3,000,000
Max available borrowing capacity $x 5 = $15,000,000
Outstanding 108 commitments - $800,000
Outstanding 108 loan balance - $2,000,000
Available borrowing capacity = $12,200,000

Or you can just look on our website here:
Section 108 Loan Guarantee Program
Approach to Using Section 108

Project Specific:
- Application is for a specific project or projects
- Requires a high level of project detail & specificity for financial underwriting by HUD Headquarters

Loan Fund:
- Application describes type of loan fund projects to be funded along with the community’s underwriting process
- Ideal if a pipeline of projects exist, a community is targeting resources within a specific geographic area (i.e., Opportunity Zones) or with specific development goal in mind
- Individual projects must have a Field Office determination letter to funds to be drawn
### What types of Section 108 projects?

- **Economic Development**
  - Central Business District Support
  - Retail/Office and Manufacturing
  - Small Business Financing
  - Business Retention

- **Housing**
  - Loan Funds for Third Party Developers
  - Adaptive Reuse
  - Mixed-Use
  - Rehab of private housing stock and public housing

- **Public Facilities**
  - Community Centers
  - Park Upgrades
  - Hospitals
  - Public Bldgs serving Residents

- **Infrastructure**
  - Water & Sanitation
  - Streets, Curbs and Gutter Improvements
  - Broadband Line Extensions
  - Devastated Landscapes

**Source:** Code of Federal Regulations (CFR) §570.703 Eligible Activities
What is the scope of Section 108 projects?

- Remediation and New Construction
- Acquisition and Clearance
- Multi-use Anchor
- Rehab of Affordable Housing
- Construction of Community Centers
- Cooperative Development
- Solar Panel Systems
- Sidewalk and Curb Improvement
- Park Upgrades

Transformational Initiative

Substantial Project

Incremental Improvements
Section 108 Loan Guarantee Program

Stages for Section 108 Deployment

Preparation/Pre-development

- Acquisition
- Demolition
- Site prep & remediation
- Relocation costs

Implementation

- Construction
- Machinery & equipment
- Working capital
- Infrastructure + improvements
Section 108 Loan Guarantee Program

Two Sets of Requirements

Financial Requirements

Program Requirements
Section 108 Loan Guarantee Program

Two Sets of Requirements

Program Requirements

Financial Requirements
Section 108 Loan Guarantee Program

Two Sets of Requirements

Program
Standard CDBG Requirements

Financial Requirements
Section 108 Loan Guarantee Program

Financial Requirements

Program

1. Standard CDBG Requirements
   - Eligible Activity - 24 CFR 570.703

Two Sets of Requirements
Section 108 Loan Guarantee Program

Public Benefit Standards

Individual Standard:
• May not exceed $1,000 per person to which goods or services are provided
  OR
• May not exceed $50,000 per permanent full-time-equivalent (FTE) job created or retained

Aggregate Standard:
• Provide goods and/or services to at least one person per $350 of CDBG funds
  OR
• At least one permanent FTE job per $35,000 of CDBG funds

Important notes:
• Compliance with the individual public benefit standard is determined at the time of Section 108 application
• Some activities may be excluded from the aggregate standard
Section 108 Loan Guarantee Program

Program
- Standard CDBG Requirements
- Eligible Activities / National Objective / Public Benefit Standards
- Crosscutting Requirements
- Environmental Review
- Uniform Administrative Requirements (2 CFR 200) etc.
- Davis Bacon wage requirements
- Procurement
- Relocation (URA)
- Fair Housing & Lead-Based Paint

Two Sets of Requirements

Financial Requirements
Section 108 Loan Guarantee Program

Two Sets of Requirements

Program Requirements

Financial Requirements
Section 108 Loan Guarantee Program
Two Sets of Requirements

Financial
1. Repayment
2. Collateral
3. Underwriting

Program Requirements
Section 108 Loan Guarantee Program

Two Sets of Requirements

Financial

- Repayment
- CDBG (including expiring funds)
- Third party loan proceeds
- Parking revenue
- Tax increment financing revenue

Collateral

Program Requirements
Section 108 Loan Guarantee Program

Two Sets of Requirements

Financial

Program Requirements

Repayment

Collateral
- Pledge of current and future CDBG
- Additional collateral
  - Property lien
  - Full faith and credit
  - Debt service reserve
Section 108 Loan Guarantee Program

Two Sets of Requirements

Financial

Program Requirements

Underwriting - Financial Risk

Is the risk acceptable?

Repayment  Collateral
Section 108 Loan Guarantee Program

Section 108 IDIS Guidance

- Loans are set up by FMD upon approval of 108 commitment.

- Borrowers need to set up a project and the activities to be funded by the loan similar to how CDBG activities are set-up.
  - Borrowers need to indicate the activity is funded by Section 108 loan when initially creating the activity in IDIS.

- Vouchers to drawdown the funds for Section 108 activities require added approval by HQ/FMD.

- **Section 108 program income (SI)** differs from CDBG program income (PI). SI must be reported in IDIS. It must be used to satisfy debt service first (unless otherwise approved of by HQ). Following loan repayment, it will convert to PI for general CDBG use.
Section 108 Loan Guarantee Program

Section 108 Loan Documents

Standard Section 108 loan documents for initial advance include:

- Contract for Section 108 Loan Guarantee Assistance
- Variable/Fixed Rate Note
- Any collateral documentation perfecting HUD’s interest
- Legal opinions
- Advance request
Section 108 Loan Guarantee Program

Section 108 Loan Documents

Contract for Section 108 Loan Guarantee Assistance (Contract)
- Between HUD and the Borrower (grantee; if DPA, grantee is party to the Contract; if non-entitlement, UGLG and State are parties)
- Defines programmatic and financial requirements for the loan
- Describes the collateral being pledged for the loan
- Lists all the documentation that is required for the collateral and what documents (if any) must be sent to a document custodian

Variable/Fixed Rate Note (VFR Note)
- Defines the borrower’s financial commitment and repayment terms of the loan
- Designed to convert into fixed (permanent) rate during public offering
- Guaranteed by HUD through federal pledge of full faith and credit
Section 108 Loan Guarantee Program

Borrower Legal Opinion(s)
- The borrower’s legal counsel reviews the loan documents and makes a legal claim of the borrower’s authority to pledge grant funds and other collateral

Additional collateral documents
Differs depending on the type of collateral pledged to the loan
- Typically need to be kept with a document custodian (a third-party financial institution that maintains the documents for the life of the loan)

Advance Request
- Document borrowers use to request funds from the lender
Section 108 Loan Guarantee Program
Financing Process (Borrower or DPA)

1. Draft Contract, loan documents
   - Texas Attorney General Requirement

2. Signed loan documents and collateral documentation

3. Note, Guarantee, HUD legal opinion, advance request

4. Loan Funds

5. Repayments

Fiscal Agent/ Lender

HUD (FMD)

Borrower
Section 108 Loan Guarantee Program
Financing Process (Third Party)

1. HUD (FMD)
   - Draft Contract, loan documents

2. Signed loan documents and collateral documentation

3. Note, Guarantee

4. Loan Funds

Fiscal Agent/Lender

Borrower

5. 3rd Party Loan

6. Repayments

7. Repayments

3rd Party Developer
Section 108 Loan Guarantee Program

Source of Capital & Interest Rates

**Interim Financing:** Variable interest rate financing based on the 3-month T-bill Auction Rate (91 Day, 13 week) + 35 basis points (.35%)
- May be prepaid at any time without penalty, in whole or in part
- Can be converted to fixed rate permanent financing in the next public offering

**Permanent Financing:** Competitive fixed interest rate financing available through HUD’s public offering
- Occurs every few years (last public offering March 2019)
- Option exists to pre-pay/defease and refinance loan, with certain restrictions
Combining Section 108 with Other Financing Sources
Section 108 Loan Guarantee Program

How does Section 108 fit into the financing for a project?

STANDALONE

COMBINED

GAP
Combining Section 108 with Other Federal Financing

- CDFI Fund
  - New Market Tax Credits
- National Park Service
  - Historic Tax Credits
- Department of Housing
  - Low-Income Housing Tax Credits
  - Opportunity Zones
- EDA
  - Economic Adjustment Assistance
- Department of Transportation
  - 7(a) Loans
  - 504 Loans
- U.S. Environmental Protection Agency
  - Revolving Loan Funds
  - Brownfields Financing
  - WIFIA
- Build Grants
  - TIFIA
Section 108 Loan Guarantee Program
Combining Section 108 with Other Federal Financing

- Section 108 (and CDBG) can be used to fund mixed-use development
  - Allocate funds to uses that meet program objectives (e.g., commercial component of the project)
- LIHTC and NMTC financing sources can work well with Section 108
  - Deferred principal options exist
- There are limitations on using Section 108 funds with federal tax-exempt financing; HUD can work with communities to avoid conflicts (OMB Circular A-129)
Section 108 Loan Guarantee Program
Opportunity Zones: Streamline Reporting Requirements

Streamlining reporting requirements can make CDBG/Section 108 more attractive as a local/state source of leverage for Opportunity Zone projects.

- Since Opportunity Zone funding does not have any reporting or tracking requirements, streamlining any additional requirements that would come from HUD funding is key.

If a project is in a designated Opportunity Zone, it may meet the requirements to ease HUD’s reporting requirements under presumptive benefit:

- If the poverty rate is 20%+ (not in the CBD) or 30%+ (in the CBD), all jobs created/retained will be considered LMI without requiring household income documentation.
Section 108 Loan Guarantee Program
Opportunity Zones: Streamline Reporting Requirements

If a community has an Opportunity Zone, it will likely meet requirements needed to be designated a HUD Neighborhood Revitalization Strategy Area (NRSA), which also permits more flexibility with HUD requirements:

- Can streamline requirements for jobs reporting (same as with presumptive benefit)
- Single family housing unit development can be aggregated for an overall 51% low to moderate income benefit, not 100%
- Can provide additional connected services (such as job training) by enabling communities to exceed CDBG public service cap in that area
- Designation lasts for 5 years and can be renewed
Section 108 Loan Guarantee Program
Section 108 General Resources

HUD has created resources on HUD Exchange to assist potential borrowers with developing applications:

- Borrowing capacity spreadsheet [updated annually] [Link]
- Application Tool [Link]
- Single certifications document [Link]
- Section 108 Application & Finance Process Infographic [Link]
- Project profiles for all applications approved in recent fiscal years [Link]
- Join our mailing list to get email updates! [Link]

Many other resources are available on HUD.gov and HUDexchange.info

Note: FMD is willing to provide 1-on-1 Technical Assistance during any project cycle stage for interested applicants.
Section 108 offers in-depth, tailored Technical Assistance

- Walk-through eligibility requirements
- Offer suggestions and share examples of similar projects

- Provide Joint Technical Assistance with Field Offices
- Identify appropriate sequencing and deal structure

- Help to clarify outstanding issues related to underwriting
- Share guidance and best practices on documentation

- Identify additional collateral
- Advise on loan proceeds and disbursements

- Ongoing guidance on compliance and reporting
- Dynamic ability to amend project terms to meet borrower’s needs

FMD is willing to provide 1-on-1 Technical Assistance during any project cycle stage for interested applicants.
Adaptive Reuse + Mixed-Use Example

The Hotel Grim Lofts Project

Texarkana, TX  $1.429M
- Funds used to redevelop the historic Hotel Grim, an eight-story, 103,200 square-foot structure built in 1925.
- The redevelopment will be a mixed-use, mixed-income historic preservation project.
- The redeveloped property will include 98 housing units and approximately 5,000 square feet of commercial space on the first level.

Image Source: txktoday.com
Business Loan Fund

Family Business Loan Program

Austin, TX $8M
- Provided small business loans to family-owned businesses in economically distressed areas.
- Converted to Austin Economic Injury Bridge Loan Program in response to COVID-19.
- Provides short-term working capital until the SBA disaster relief assistance became available.
**HEB Grocery Project**

**Houston, TX**  $5.062M

- Funds loaned to HEB for acquisition and construction.
- The store is 72,000 sq. ft. and located in an underserved community.
- The store increased access to healthy foods for 65,000 people.

*Image Source: houstontx.gov*
Section 108 Loan Guarantee Program

Want more information?

Jorge Morales, MA: Jorge.L.Morales@hud.gov

Section 108 Program:
https://www.hudexchange.info/programs/section-108/
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that
ASHTON CHARLESTON RESIDENTIAL, LLC ("Grantor") in the state aforesaid, for
an in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), to Grantor in
hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged,
has granted, bargained, sold and released and by these presents do grant, bargain, sell and
release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns,
forever, all that property more particularly described on Exhibit A, attached
hereto and incorporated herein by reference, which is granted, bargained, sold and
released for the use of the public forever.

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 Grantor and Grantor's heirs, successors and assigns,
to warrant and forever defend all and singular the said premises unto the said CITY
OF CHARLESTON, its successors and assigns, against Grantor and Grantor's heirs,
successors and assigns, and against every person whomsoever lawfully claiming or to claim
the same, or any part thereof.

This being a portion of the property conveyed to Grantor herein by deed of the CW-
ASHLEY POINTE, LLC dated May 24, 2021, and recorded May 25, 2021 in Book 0994 at
Page 654 in the ROD Office for Charleston 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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS Grantor's Hand and Seal this 22 day of July, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness:
Print Name: James Cummings

Witness #2:
Print Name: Frances Gigis

GRANTOR:
ASHTON CHARLESTON RESIDENTIAL, LLC

By:
Print Name: Richard Loudin
Its: Vice President of Land Development

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me (the undersigned notary) Richard Loudin, the Vice President of Land Development for ASHTON CHARLESTON RESIDENTIAL, LLC, a South Carolina corporation, on the 22 day of July, 2022, on behalf of the said Grantor.

Signature of Notary:
Print Name of Notary: Aurelia Harrington
Notary Public for South Carolina
My Commission Expires: January 26, 2036

SEAL OF NOTARY

[REMAINDER OF PAGE LEFT BLANK]
EXHIBIT A

[LEGAL DESCRIPTION]

All the property underneath, above, and containing that certain rights-of-way shown and designated as "ARABELLA STREET", "EVENING STAR PLACE", "SAFE HARBOR WAY", and "SALMON DODGER STREET", being more fully shown on that certain plat entitled: "FINAL PLAT SHOWING THE SUBDIVISION OF RESIDUAL TMS NO. 286-00-00-444 (41.84 ACRES) INTO THE POINTE AT RHODES CROSSING SUBDIVISION PHASE 2 CONTAINING LOTS 61-135 (10.60 ACRES) RIGHT-OF-WAYS (3.47 ACRES) AND HOA AREAS (27.77 ACRES) PROPERTY OF ASHTON CHARLESTON RESIDENTIAL, LLC LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by Richard D. Lacey, SCPLS 16120 of HLA, Inc. dated June 15, 2021, revised as shown thereon, and recorded on ____________ , 2022, in Plat Book _____ at Pages _____ through ______ in the ROD Office for Charleston County, South Carolina, said property 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.

This being a portion of the property conveyed to Ashton Charleston Residential, LLC by deed of CW-Ashley Pointe, LLC dated May 24, 2021, and recorded May 25, 2021, in Deed Book 0994 at Page 654 in the Register of Deeds Office for Charleston County, South Carolina.
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 ASHTON CHARLESTON RESIDENTIAL, 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: .

ATET4-2013
7. The deed recording fee 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 the 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.

[Signature]

Responsible Person Connected with the Transaction

ASHTON CHARLESTON RESIDENTIAL, LLC
Richard Loudin, Vice President of Land Development
Print or Type Name Here

Sworn this 22 day of July 20 20

[Signature]

Notary Public for South Carolina
My Commission Expires: Jan 28 2030
STATE OF SOUTH CAROLINA ) NON-EXCLUSIVE AND PERMANENT
) STORM WATER DRAINAGE
) EASEMENTS AGREEMENT
) CITY OF CHARLESTON

COUNTY OF CHARLESTON

This Agreement is made and entered into this ______ day of __________ 2022, by and among the CITY OF CHARLESTON, a South Carolina municipality (herein the “City”), ASHTON CHARLESTON RESIDENTIAL L.L.C., a South Carolina limited liability company (herein “Ashton”) and BEAZER HOMES, LLC, a Delaware limited liability company (herein “Beazer”) (collectively, the “Parties”).

WHEREAS, Ashton is the owner of that certain tract of property designated as Charleston County tax map number 286-00-00-444 and identified as “RESIDUAL TRACT 41.84 ACRES” on that certain plat recorded October 26, 2017, in the Office of the Register of Deeds for Charleston County, South Carolina in Book I 17 at Pages 0553-0555 (the “Ashton Property”);

WHEREAS, Beazer is the owner of that certain tract of property designated as Charleston County tax map number 286-00-00-602 and identified as “TRACT A 974,737.12 sq. ft. 22.377 acres” on that certain plat recorded August 17, 2021, in the Office of the Register of Deeds for Charleston County, South Carolina in Book L21 at Page 0320 (the “Beazer Property”);

WHEREAS, the Ashton Property and the Beazer Property are subject to that certain Declaration of Reciprocal Drainage Easements Agreement recorded September 8, 2015, in the Office of the Register of Deeds for Charleston County, South Carolina in Book 0502, Page 681, as amended by that certain First Amendment Declaration of Reciprocal Drainage Easements Agreement recorded December 10, 2018, in the Office of the Register of Deeds for Charleston County, South Carolina in Book 0766, Page 804, and as further amended by that certain Second Amendment Declaration of Reciprocal Drainage Easements Agreement recorded on or about the date hereof, in the Office of the Register of Deeds for Charleston County, South Carolina (collectively, the “Reciprocal Drainage Easements Agreement”);

WHEREAS, the Reciprocal Drainage Easements Agreement establishes rights, privileges, covenants, restrictions, agreements and easements for the perpetual use, benefit, development and enjoyment of the properties subject to the Reciprocal Drainage Easements Agreement (including the Ashton Property and the Beazer Property), including, without limitation, certain stormwater management and drainage easements (collectively, the “Existing Easements and Rights”);

WHEREAS, THE CITY OF CHARLESTON is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across the Ashton Property and the Beazer Property and to accomplish this objective, the City must obtain certain easements from Ashton and Beazer permitting the maintenance of the Storm Water System through the Ashton Property and the Beazer Property as hereinafter described; and

WHEREAS, Ashton and Beazer, as the owners of the property, are desirous of cooperating with the City and are minded to grant unto it certain non-exclusive and permanent 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 parties agree as follows:
Ashton has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all those certain non-exclusive and permanent drainage easements of various widths upon, over and across the Ashton Property labeled "COC DE" (the "Ashton Easements") on that certain plat entitled "FINAL PLAT SHOWING THE SUBDIVISION OF RESIDUAL TMS NO. 286-00-00-444 (41.84 ACRES) INTO THE POINTE AT RHODES CROSSING SUBDIVISION PHASE 2 CONTAINING LOTS 61-135 (10.60 ACRES) RIGHT-OF-WAYS (3.47 ACRES) AND HOA AREAS (27.77 ACRES) PROPERTY OF ASHTON CHARLESTON RESIDENTIAL, LLC LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by Richard D. Lacey, SCPLS 16120 of HLA, Inc. dated June 15, 2021, revised as shown thereon, and recorded ________________, 2022, in the Office of the Register of Deeds for Charleston County, South Carolina in Plat Book ___, Pages __________, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Plat"). Said Ashton Easements having such sizes, shapes, locations, and buttoings and boundings as shown on the Plat.

Subject to the reservation of rights set forth herein, Beazer has granted, bargained, sold, released and conveyed and by these present and does grant, bargain, sell, release and convey unto the City of Charleston a sixty (60') foot wide non-exclusive and permanent drainage easement upon, over and across that portion of the Beazer Property labeled "60' Drainage Easement" (the "Beazer Easement") on the Plat; said Beazer Easement having such sizes, shapes, and buttoings and boundings as shown on the Plat. Notwithstanding the foregoing grant of the Beazer Easement, Beazer reserves the right and privilege, at its sole cost and expense, to relocate the Beazer Easement and/or reduce the size of the Beazer Easement based on subsequent site development approvals for the subject parcel in conformance with the City’s Stormwater Design Standards Manual (SWDSM) and the Reciprocal Drainage Easements Agreement.

The City shall at all times have the right of ingress and egress to the land affected by the said Non-Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Non-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 Ashton or Beazer for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Non-Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

The City acknowledges that the Ashton Property and the Beazer Property are subject to the Reciprocal Drainage Easements Agreement. The Parties acknowledge the rights of the owners of the properties subject to the Reciprocal Drainage Easements Agreement to exercise the Existing Easements and Rights thereunder, and subject to compliance with all applicable governmental requirements and permitting. The Parties further acknowledge that no action will be taken within the confines of these Non-Exclusive and Permanent Storm Water Drainage Easements so as to unreasonably obstruct, limit, restrict, impede or interfere with the use and enjoyment of the rights, privileges and easements granted by this instrument without prior written notice to and consent from the City.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Ashton (as to the Ashton Easement), Beazer (as to the Beazer Easement) and their respective successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT 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                       By:________________________
Print Name:____________________    Its:______________________

______________________________
Witness #2
Print Name:____________________

STATE OF SOUTH CAROLINA)       ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)          )

The foregoing instrument was acknowledged before me (the undersigned notary) by ____________________________, the ____________________________ of the City of Charleston, a South Carolina municipality, on this _____ day of _____________, 2022, on behalf of said municipality.

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

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

WITNESSES:

Witness #1
Print Name: Patricia Lunam

Witness #2
Print Name: [signature]

ASHTON CHARLESTON RESIDENTIAL L.L.C.,
a South Carolina limited liability company

By: Robert Norton
Its: Division President

STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON  )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Robert Norton, the Division President of ASHTON CHARLESTON RESIDENTIAL L.L.C., a South Carolina limited liability company, on this 14th day of August, 2022, on behalf of said company.

Signature: [signature]
Print Name of Notary: Elizabeth D. McGarrah
Notary Public for South Carolina
My Commission Expires: 11/17/24
SEAL OF NOTARY

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

WITNESSES:

Witness #1
Print Name: Cândido Neto

Witness #2
Print Name: Raymond Hayes

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BEAZER HOMES, LLC,
a Delaware limited liability company

By: Dennis Ouellette
Its: Authorized Signatory

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Dennis Ouellette, the Authorized Signatory of BEAZER HOMES, LLC, a Delaware limited liability company, on this 28\textsuperscript{th} day of August, 2022, on behalf of said company.

Signature: Elizabeth D. McGrath
Print Name of Notary: Elizabeth D. McGrath
Notary Public for South Carolina
My Commission Expires: 11/5/24

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT A.

PLAT

See attached.
### EASTERN TABLE

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<th>Description of Use</th>
<th>X Value (Decimal)</th>
<th>Y Value (Decimal)</th>
<th>Z Value (Decimal)</th>
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<td>Lot 3</td>
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</table>

### LOCATION MAP

![Location Map](image-url)
STATE OF SOUTH CAROLINA     ) 
COUNTY OF CHARLESTON       )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Battery Haig on the Stono, L.L.C. ("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) South Shore Drive

as shown and designated on a plat entitled Final Subdivision Plat Showing Lots 37-44, Battery Haig on the Stono, Phase II

prepared by Dawley Surveying Company LLC, dated March 31, 2022, revised 5/6/22 and 6/17/22, and recorded on in Plat Book at Page in the ROD 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 David M. Odle and Eli H. Hyman, dated May 21, 2001, and recorded May 30, 2001 in Book U372 at Page 372 in the ROD Office for Charleston 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.: 310-00-00-017

TREES-2016
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 14th day of April 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

[Signature]
Witness Number Two

Cerith Whitaker
Printed Name

***********

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Cynthia D. Huffman, the Successor Trustee of Harold L. Huffman, Jr. Living Trust dated 2/10/12, a Trust constituted a Trust, on behalf of the Grantor on the 14th day of April 2022.

Signature of Notary: Cerith Whitaker
Print Name of Notary: Cerith Whitaker
Notary Public for South Carolina
My Commission Expires: March 23, 2031

SEAL OF NOTARY
EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Charleston, being shown and designated as Lots 37-44, as shown on a survey entitled "Final Subdivision Plat Showing Lots 37-44, Battery Haig on the Stono, Phase II", prepared by Dawley Surveying Company LLC, No. 3726, dated March 31, 2022, revised on May 6, 2022 and June 17, 2022, and recorded on August __, 2022 in Plat Book ______ at Page ______, in the Register of Deeds Office for Charleston County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

P/O TMS# 310-00-00-022

This being a portion of the same property conveyed to Battery Haig on the Stono, L.L.C., a South Carolina limited liability company by deed of David M. Odle and Eli H. Hyman, dated May 21, 2001 and recorded May 30, 2001 in the Register of Deeds Office for Charleston County, South Carolina in Deed Book U372 at Page 372.
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 Battery Haig on the Stono L.L.C. to the City of Charleston on April 14, 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 distribution to a trust beneficiary.
   (C) √ exempt from the deed recording fee because (See Information section of affidavit): #1 explanation required.

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 property before the transfer and remained on the land, tenement, or property 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:

ATET4-2013
7. The deed recording fee 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 the 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.

______________________________
Responsible Person Connected with the Transaction

______________________________
Cynthia D. Huffman, Successor Trustee of the Harold L. Huffman, Jr. Living Trust
Print or Type Name Here

Sworn this 14 day of April 2022
______________________________
CHERITH WHITAKER
Notary Public for South Carolina
My Commission Expires: March 2031

ATETA 2013
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A TWO-YEAR RENEWABLE LICENSE AGREEMENT TO ALLOW THE USE OF A PORTION OF TMS#: 458-01-01-002 (PARCEL 5) FOR INGRESS AND EGRESS TO 51/2 ALEXANDER STREET.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City a two-year renewable license agreement with Composed Abode, LLC to allow their use of a portion of TMS # 458-01-01-002 (Parcel 5) for ingress and egress to their home at 5 ½ Alexander Street, subject to the conditions stated therein. The Agreement is attached hereto as Exhibit A, and incorporated herein.

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
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TWO-YEAR RENEWABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is entered into by and between The Composed Abode, LLC, a corporation organized and existing under the laws of the State of South Carolina (the “Licensee”) and the City of Charleston, South Carolina, a South Carolina municipal corporation (the “Licensor”).

RECITALS

WHEREAS, Licensor owns that certain real property identified as the George Street Parking Lot (TMS# 458-01-01-002) said property being more particularly described as Parcel #5 on Schedule A of the Title to Real Estate which is attached hereto as Exhibit A, and incorporated herein by reference (the “City Property”); and

WHEREAS, Licensee desires to use a portion of the City Property (said portion, as hereinafter defined, (the “Licensed Premises”), for access to a parking spot located at its residence at 5 ½ Alexander Street (hereinafter the “driveway access”);

WHEREAS, Due to the heavy amount of traffic and use for events at the Gaillard in the City Property, Licensor desires to grant this driveway access temporarily for two years from the date of approval, at which time, the arrangement will be subject to review and renewal for an additional amount of time as Council deems appropriate;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and declare, on behalf of themselves and their respective successors and assigns, that the City Property shall be held, conveyed, acquired and encumbered subject to the following license:

1. License. Licensor grants a license (the “License”) to Licensee to use a portion of the Licensed Premises for driveway access as depicted in the said Plat being attached hereto and incorporated herein by reference as Exhibit B.

2. Term. The License shall be for a term of two (2) years, commencing on the date the last party has signed (the “Term”) and will automatically renew each year, unless either party provides notice of intent not to renew. Notwithstanding the foregoing, Licensor may terminate this License prior to the end of the Term in accordance with Paragraph 12 of this Agreement.

3. Limitations on Use. Licensee shall be permitted to use the Licensed Premises only for driveway access to 5 ½ Alexander Street.

4. Access to Licensed Premises. During the Term of this Agreement, Licensor grants Licensee and Licensee’s designated invitees, employees, contractors, agents, tenants, lessees, and licensees pedestrian and vehicular access, ingress to and egress from designated area.
5. **Retained Rights.** Licensor hereby retains the right to access and use the Licensed Premises for any purpose deemed necessary by Licensor. Licensor hereby reserves unto itself, its successors and assigns, the right to use the Licensed Premises for any purpose or use which does not unreasonably interfere with Licensee’s rights under this Agreement. Specifically, Licensor reserves the right to install over, under, across and through the Licensed Premises such electric and/or gas lines, pipelines and other facilities as Licensor may deem necessary, advisable or desirable for the conduct of its business. Licensor may also temporarily block driveway access for special events upon 24 hours’ notice to Licensee.

6. **Concrete Apron.** As a condition of this Agreement, Licensee shall install a concrete apron at its own expense and subject to any permit requirements of the City.

7. **Driveway Access Gates.** As a condition of this Agreement, Licensee shall install and maintain gates at its own expense which shall be shut closed and secured at all times when the “driveway access” is not actually in use.

8. **Transfers and Assignments.** Licensee’s rights hereunder are transferrable or assignable, upon approval of Council. Licensee shall not sublet or assign the right to use the Licensed Premises.

9. **No Third Party Rights.** Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement.

10. **Indemnification and Insurance.** Licensee shall execute the Indemnification Agreement attached hereto and made a part hereof as Exhibit “C” and keep in force all required insurance coverages as stipulated from time to time by the Licensor.

**LICENSEE COVENANTS AND AGREES THAT CITY SHALL IN NO WAY NOR UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY PROPERTY BELONGING TO LICENSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, OR TRESPASSERS, WHICH MAY BE STOLEN, DESTROYED, OR IN ANY WAY DAMAGED, AND LICENSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ANY AND ALL SUCH CLAIMS.**

11. **Liability.** Licensee shall hold Licensor harmless from liability resulting from the negligent acts or omissions of the City, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however that City shall not hold Licensee harmless from claims arising out of the negligence or willful malfeasance of City, its officers, agents, or employees, or any person or entity not subject to City’s supervision or control.

12. **Termination by Licensor.** Licensor may terminate the License by giving Licensee six (6) months’ prior written notice.

13. **Surrender Upon Termination.** Upon termination of the License, Licensee shall surrender and deliver the Licensed Premises to the Licensor. All structures, equipment and
materials placed upon the Licensed Premises by Licensee shall remain the property of Licensee and may be removed by Licensee at any time prior to or within thirty (30) days after termination of the License.

14. **Restoration.** Upon termination of the License, Licensee agrees to make any repairs that are reasonably necessary to restore the Licensed Premises to the condition in which the Licensed Premises existed prior to the Effective Date. Licensee further agrees to repair any damage to the Licensed Premises resulting from the construction, operation, maintenance or landscaping.

15. **Notices.** All notices provided for in this Agreement shall be in writing and shall be deemed effective upon the following means: (a) if mailed, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified mail, return receipt requested; (b) if sent by a recognized national overnight delivery service with charges prepaid, the date when signed for at addressee's residence or place of business as indicated below; or (c) if sent by electronic/facsimile transmission, upon electronic receipt/confirmation of successful transmission when addressed to Landlord or Tenant at the respective email addresses or facsimile numbers set forth below:

If to the Licensee: Composed Abode, LLC
Julia R. Armstrong
5 Alexander Street
Charleston, SC 29401
Email: juliararmstrong@gmail.com
Tel: 843-696-0667

With a copy to: __________________________

If to the Licensor: City of Charleston
Director of Public Services
Post Office Box 304
Charleston, SC 29402
Email: obrient@charleston-sc.gov
Facsimile: 843-724-3777

With a copy to: Office of Corporation Counsel
50 Broad Street
Charleston, SC 29401
Email: copelandj@charleston-sc.gov
Facsimile: 843-724-3730

Either party may, from time to time, by notice in compliance with this Paragraph 18, designate a different name and/or address to which notices shall be sent.

16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
17. **Waiver.** Any consent to or waiver of any provision of this Agreement shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party, regardless of the duration of such failure, shall not constitute a waiver or modification of any rights under this Agreement. No waiver or modification of this Agreement shall be effective unless the same is in writing and signed by the party against whom the waiver or modification is sought to be enforced.

18. **Entire Agreement.** This Agreement is the sole and entire agreement and understanding between the parties with respect to the matters contemplated in this Agreement. All prior agreements, representations or understandings with respect to the matters contemplated in this Agreement, whether oral or written, shall be merged into this Agreement and shall not be construed to change, amend or invalidate this Agreement.

19. **Amendment.** This Agreement may be amended only by a written instrument executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

21. **Recitals.** The recitals are an integral part of this Agreement.

22. **Severability.** In the event that any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.
IN WITNESS WHEREOF, City of Charleston, South Carolina has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

______________________________
First Witness

______________________________
Second Witness

______________________________
CITY OF CHARLESTON

By:

Print Name: John J. Tecklenburg
Its: Mayor
Date:

STATE OF SOUTH CAROLINA )
) ACKNOWLEDGEMENT
COUNTY OF ________________ )

I, ____________________________, a Notary Public for South Carolina, do hereby certify that CITY OF CHARLESTON, SOUTH CAROLINA by John J. Tecklenburg its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

________________________________________
Notary Public for South Carolina
Print Name: ______________________________
My Commission Expires: ____________________

[The remainder of this page has been intentionally left blank.]
IN WITNESS WHEREOF, the City of Charleston, South Carolina, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

[Signatures]

First Witness

Second Witness

THE COMPOSED ABODE, LLC

By: [Signature]

Julia R. Armstrong

Its: Sole Member

Date: 9 August 2022

STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON    )

ACKNOWLEDGEMENT

I, Theda R. Monteiro, a Notary Public for South Carolina, do hereby certify that the COMPOSED ABODE, LLC, by Julia R. Armstrong, its Sole Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 9th day of August, 2022.

[Signature]

Notary Public for South Carolina
Print Name: Theda R. Monteiro
My Commission Expires: December 9, 2031
WHEREAS in furtherance of the objectives of the Housing Authorities Law (Code of Laws of South Carolina, 1962, Sections 36-101 through 36-169) and the Redevelopment Law (Code of Laws of South Carolina, 1962, Sections 36-401 through 36-414),
The Housing Authority of the City of Charleston, a public body corporate and politic of the State of South Carolina (hereinafter called "Agency" or "Grantor") has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of Charleston and in this connection is engaged in carrying out an Urban Renewal Project known as the "Auditorium Urban Renewal Project (SC-R-6)" (hereinafter called "Project") in an area located in the City of Charleston, South Carolina; and

WHEREAS there has been approved by the Agency and The City Council of Charleston (hereinafter called "City" or "Grantee") an Urban Renewal Plan for the Project dated December, 1965 filed in the Office of the Clerk of the City Council of Charleston; and

WHEREAS both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated March 6, 1967, in the case of the Federal Government, and a Cooperation Agreement dated June 30, 1966, and an amendment thereto dated November 23, 1966, in the case of the City; and
WHEREAS the Agency and the City by contract dated May 14, 1968 agreed that the Agency would sell and the City would buy certain real property in the Project for the consideration set forth in said contract subject, however, to certain covenants and agreements to run with the land and other miscellaneous provisions therein set forth; and

WHEREAS at a special meeting of The Housing Authority of the City of Charleston held on the 7th day of May, 1968, it was resolved that the Chairman and the Secretary of The Housing Authority of the City of Charleston be authorized and directed for and in behalf of The Housing Authority of the City of Charleston to execute a deed of conveyance to the City so as to carry out the terms of said contract; and

WHEREAS at a meeting of the City Council of Charleston held on the 14th day of May, 1968, it was resolved that the Mayor and the Clerk of the City Council of Charleston be authorized and directed for and on behalf of the City Council of Charleston to join in such deed of conveyance so as to evidence its consent to the covenants and agreements therein contained.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that The Housing Authority of the City of Charleston in consideration of the premises and also in consideration of the sum of Two Hundred Seventy Five Thousand Nine Hundred Sixty-Five and 46/100 Dollars for Tract Number One (1) and One Dollar (31-00) for Tract Number Two (2) to it in hand paid at and before the sealing and delivery of these presents by The City Council 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 Council of
Charleston, its successors and assigns, the following described property:

TRACT NUMBER ONE (1)

All of the real estate described in Schedule "A" hereto annexed and made a part of this description, consisting of fourteen (14) lots, pieces, or parcels of land as shown on plat of Ben F. Cheatham, R.I.S. and C.E., dated March 25, 1968 and revised on May 2, 1968 and June 6, 1968 and recorded in the R.I.C. Office for Charleston County in Plat Book X, Page 81.

This conveyance specifically includes a structure on Parcel #1 which is to be rehabilitated for historical purposes by Historic Charleston Foundation and a structure on Parcel #10 which is to be rehabilitated for historical purposes by the City of Charleston, for which value has been established at One Dollar ($1.00) each.

TRACT NUMBER TWO (2)

All of the real estate described in Schedule "B" hereto annexed and made a part of this description, consisting of four (4) lots, pieces, or parcels of land as shown on plat of Ben F. Cheatham, R.I.S. and C.E., dated March 25, 1968 and revised on May 2, 1968 and June 6, 1968 and recorded in the R.I.C. Office for Charleston County in Plat Book X, Page 81; the conveyance of the latter four (4) parcels being for street purposes only and should such parcels ever cease to be used for public street purposes, title to same shall revert to the Grantor herein.

COVENANTS AND AGREEMENTS TO RUN WITH LAND

Tract Number One (1) aforesaid described in conveyed subject
to the following covenants and agreements which shall run with the land conveyed during the periods hereinafter set forth and be enforceable in the manner and by the parties hereinafter set forth:

1. Said property shall be used only in accordance with the uses specified in Section C-2 of the Urban Renewal Plan as the same may hereafter be amended and extended from time to time.

2. That there shall be no discrimination by the Grantee upon the basis of race, color, creed, or ethnic origin in the sale, lease, or rental or in the use or occupancy of said property or any improvements erected or to be erected thereon or any part thereof.

3. That the covenants and agreements set forth in Paragraph 1 above shall remain in effect until May 24, 1996, at which time such covenants and agreements shall terminate.

4. That the covenants and agreements set forth in Paragraph 2 above shall remain in effect without limitation as to time.

5. That the covenants and agreements set forth above shall be binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, the Grantee, its successors and assigns, the United States (with respect to the covenants and agreements contained in Paragraph 2 aforesaid) and the owner or owners of any property within the Urban Renewal Plan Area against the City, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof or any interest therein and any party in possession or occupancy of the property herein conveyed or any part thereof during the periods of time with respect to each covenant and agreement as hereinafore set forth.
6. It is intended by the covenants and agreements hereinabove set forth that the Grantor shall be deemed a beneficiary of the covenants and agreements set forth in Paragraph 1 above and the Grantor and the United States shall be deemed a beneficiary of the covenants and agreements set forth in Paragraph 2 above, both for and in their or its own right and also for the purposes of protecting the interests of the community and any other persons or corporations, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor and the United States for the entire period during which such covenants and agreements shall be in force with the regard to whether the Grantor or the United States is or has been an owner of any land or interest therein to or in favor of, which such covenants and agreements relate.

7. In the event that the Grantee herein, its successors and assigns, or any successor in interest to the property or any part thereof or any interest therein and any party in possession or occupancy of the property or any part thereof shall violate or attempt to violate any of the covenants and agreements hereinabove set forth, the Grantor and the United States (the latter with respect to the covenants and agreements set forth in Paragraph 2 above) shall have the right to prosecute any proceedings at law or in equity against such persons or corporations, public or private, or anyone else violating or attempting to violate any such covenants and agreements to prevent it, him or them from so doing or to recover damages or other dues for such violation.

OTHER AGREEMENTS ON PART OF GRANTEE

The Grantee by the acceptance of this Deed further
agrees as follows:

A. That its purchase of the property hereinabove described shall be for the purpose of redevelopment of the property in accordance with the Urban Renewal Plan and the contract between the parties dated May 14, 1968.

B. That it has not made or created and will not, prior to the proper completion of the improvements as certified by the Grantee, make or create or suffer to be made or created (1) any total or partial sale, conveyance, or lease of the property or any part thereof or interest therein, (2) any assignment of the agreement between the parties dated May 14, 1968 or any part thereof, and (3) any agreement to do any of the foregoing without the prior written approval of the Grantee which approval shall be on such conditions as the Grantee may in its exclusive discretion determine.

C. The Grantee shall diligently proceed to complete the construction of a Municipal Auditorium and off-street parking facilities on the properties conveyed in conformity with the Urban Renewal Plan, the Contract of Sale between the Grantee and the Grantee dated May 14, 1968, and all applicable state and local laws within twelve (12) months from date.

The Grantee by the acceptance of this Deed and its agreement thereto as indicated by its execution hereof, and the Grantee agree that the provisions of the Contract for Sale of Land for Redevelopment by the City Council of Charleston dated May 14, 1968 will survive the passage of this Deed and this Deed shall not be deemed to affect or impair the provisions and covenants of said Contract of Sale which provisions shall remain the agreements and undertakings of the Grantee and Grantee.
Together with all and singular the rights, members, hereditaments, and appurtenances to said premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the premises aforesaid unto the said The City Council of Charleston, its successors and assigns forever.

And the said The Housing Authority of the City of Charleston does hereby bind itself and its successors to warrant and forever defend all and singular, the said premises unto the said The City Council of Charleston, its successors and assigns, against itself and its successors and anyone whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF The Housing Authority of the City of Charleston has caused this instrument to be executed in its name by Jno. C. Wilson, its Chairman, and attested by A. J. Tamsberg, its Secretary, and its corporate seal affixed and as its act and deed delivered and to show its acceptance of this deed and the covenants and agreements herein contained, The City Council of Charleston has caused this instrument to be executed in its name by its Mayor, J. Palmer Gaillard, Jr., and attested by its Clerk of Council, A. J. Tamsberg, and its corporate seal affixed, this 14th day of June in the year of Our Lord One Thousand Nine Hundred and Sixty-eight and in the One Hundred and Ninety-second year of the sovereignty and independence of the United States of America.

WITNESSES

THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON

[Signatures]

Attest: [Signature]
WITNESSES

Mary F. Glass

Mary A. Watson

THE CITY COUNCIL OF CHARLESTON

By: J. Palmetto Jones, Jr.

Its Mayor

Attest: J. A. Hine

Clerk of Council

[Stamp: City of Charleston]
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY APPEARED before me Mary E. Wrixon

and made oath that she saw the within named THE HOUSING AUTHORITY
OF THE CITY OF CHARLESTON, by Jno. G. Wilson, Chairman, and A. J.
Tamsberg, Secretary, sign, affix its corporate seal, and as its
act and deed deliver the foregoing Title to Real Estate, and that
she with Mary E. Isler witnessed the execution

thereof.

SWORN to before me this 14th

May 26, 1968, A.D. 1968

Mary E. Wrixon

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires 1/1/21.

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY APPEARED before me Mary E. Wrixon

and made oath that she saw the within named THE CITY COUNCIL OF
CHARLESTON, by J. Palmer Gallow, Jr., Mayor, and A. J. Tamsberg,
Clerk of Council sign, affix its corporate seal, and as its act
and deed deliver the foregoing Title to Real Estate, and that she
with Mary E. Isler witnessed the execution thereof.

SWORN to before me this 14th

May 26, 1968

Mary E. Wrixon

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires 1/1/21.
SCHEDULE "A"

ALL of those fourteen (14) lots, pieces or parcels of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, as shown on a survey of the Charleston Municipal Auditorium Site, made by the F. Chestman, R. L. S. and C. E., entitled "SUBDIVISION PLAT, PROJECT NO. SC-R-6, AUDITORIUM URBAN RENEWAL AREA, THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON",
dated March 25th, 1968, and revised May 2, 1969 and June 6, 1968,
and recorded in the W. Office for Charleston County; the said parcels being designated on said plat as Parcels Nos. 1, 2, 3, 4, 5, 6-A, 6-B, 7, 8, 9, 10, 11, 11-A, and 11-B, and being more particularly described as follows:

Parcel #1

Beginning at a point designated as #1, proceed in an easterly direction bearing N 61° 51' 27" E for a distance of 90.14 ft. to point #2; thence in a southerly direction bearing S 10° 39' 13" E for a distance of 121.43 ft. to point #3. thence in an easterly direction bearing N 85° 34' 32" E for a distance of 9.53 ft. to point #4; thence in a southerly direction bearing S 8° 58' 37" W for a distance of 48.93 ft. to point #5; thence in a westerly direction bearing S 80° 52' 21" W for a distance of 99.67 ft. to point #6; thence in a northerly direction bearing N 1° 44' 23" N for a distance of 140.5 ft. to the point of beginning point #1.

Parcel #2

Beginning at point #7 proceeding in an easterly direction bearing N 80° 29' 24" E for a distance of 100.10 ft. to point #6; thence in a southerly direction bearing S 9° 15' 36" E for a distance of 121.21 ft. to point #8; thence in a westerly direction bearing S 81° 31' 33" W for a distance of 34.83 ft. to point #10; thence in a southerly direction bearing S 6° 14' 35" E for a distance of
80.36 ft. to point #11; thence in an easterly direction bearing N 83° 14' 54" E for a distance of 10.69 ft. to point #12; thence in a southerly direction bearing S 7° 54' 39" E for a distance of 30.82 ft. to point #13; thence in a westerly direction bearing S 61° 58' 39" W for a distance of 0.90 ft. to point #14; thence in a southerly direction bearing S 8° 17' 23" E for a distance of 40.29 ft. to point #15; thence in a westerly direction bearing S 86° 21' 14" W for a distance of 6.82 ft. to point #16; thence in a southerly direction bearing S 7° 50' 43" E for a distance of 100' 10 ft. passing through point #17 to point #20; thence in a westerly direction bearing S 81° 34' 28" W for a distance of 26.5 ft. to point #21; thence in a northerly direction bearing N 23° 06' 28" W for a distance of 92.65 ft. passing through point #72 to point #22; thence in a northerly direction bearing N 1° 44' 28" W for a distance of 290.0 ft. to point of beginning point #7.

PARCEL #3

Beginning at point #17 and proceeding in an easterly direction bearing N 81° 34' 28" E for a distance of 15.57 ft. to point #18; thence in a southerly direction bearing S 10° 05' 33" E for a distance of 3.85 ft. to point #19; thence in a westerly direction bearing S 81° 34' 28" W for a distance of 15.57 ft. to point #20; thence in a northerly direction bearing N 7° 50' 40" W for a distance of 3.85 ft. to point of beginning point #17.

PARCEL #4

Beginning at point #23 and proceeding in a southerly direction bearing S 8° 14' 39" E for a distance of 87.36 ft. to point #24; thence in a westerly direction bearing S 81° 55' 31" W for a distance of 12.48 ft. to point #25; thence in a southerly direction bearing S 9° 42' 34" E for a distance of 21.50 ft. to point #26; thence in a westerly direction bearing S 80° 44' 03" W for a distance of
49.87 ft. to point #27; thence in a northwesterly direction bearing N 8° 29' 38" W for a distance of 85.5 ft. to point #23; thence in a northwesterly direction bearing N 61° 34' 26" E for a distance of 72.5 ft. to point #29; thence in an easterly direction bearing N 31° 34' 28" W for a distance of 14.95 ft. to point of beginning point #23.

PARCEL #5

Beginning at point #30 and proceeding in a southerly direction bearing S 8° 29' 38" E for a distance of 84.5 ft. to point #31; thence in a westerly direction bearing S 61° 19' 33" W for a distance of 196.99 ft. to point #32; thence in a northerly direction bearing N 9° 56' 34" W for a distance of 11.5 ft. to point #33; thence in a northeasterly direction bearing N 61° 54' 28" E for a distance of 210.5 ft. to point of beginning point #30.

PARCEL #5-A

Beginning at point #34 and proceeding in a southerly direction bearing S 9° 56' 34" E for a distance of 24.5 ft. to point #35; thence in a southwesterly direction bearing S 79° 03' 42" W for a distance of 109.90 ft. to point #36; thence in a northeasterly direction bearing N 61° 54' 28" E for a distance of 115 ft. to point of beginning point #34.

PARCEL #5-B

Beginning at point #36 and proceeding in a southerly direction bearing S 29° 19' 55" E for a distance of 64.84 ft. to point #37; thence in a westerly direction bearing S 63° 03' 17" W for a distance of 16.21 ft. to point #38; thence in a westerly direction bearing S 67° 23' 19" W for a distance of 143.62 ft. to point #39; thence in a northerly direction bearing N 25° 02' 28" W for a distance of 37.20 ft. to point #40; thence in a northeasterly direction bearing N 59° 02' 28" E for a distance of 165.0 ft. to point of beginning point #36.
PARCEL #7

Beginning at point #41 and proceeding in a westerly direction bearing S 80° 26' 35" W for a distance of 18 ft. to point #42; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 180 ft. to point #43; thence in an easterly direction bearing N 80° 26' 35" E for a distance of 18 ft. to point #44; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 180 ft. to point of beginning point #41.

PARCEL #8

Beginning at point #45 and proceeding in a westerly direction bearing S 63° 52' 35" W for a distance of 112.81 ft. to point #46; thence in a westerly direction bearing S 64° 20' 35" W for a distance of 0.09 ft. to point #47; thence in a northerly direction bearing N 28° 37' 25" W for a distance of 87.10 ft. to point #48; thence in an easterly direction bearing N 59° 42' 35" E for a distance of 207.73 ft. to point #49; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 106.48 ft. to point of beginning point #45.

PARCEL #9

Beginning at Point #50 and proceeding in a westerly direction bearing S 61° 16' 35" W for a distance of 80.06 ft. to point #51; thence in a northerly direction bearing N 28° 03' 25" W for a distance of 2.09 ft. to point #52; thence in a westerly direction bearing S 63° 26' 35" W for a distance of 50.40 ft. to point #53; thence in a northerly direction bearing N 28° 19' 25" W for a distance of 81.55 ft. to point #54; thence in an easterly direction bearing N 63° 14' 35" E for a distance of 149.90 ft. to point #55; thence in a southerly direction bearing S 26° 04' 25" E for a distance of 25.78 ft. to point #56; thence in a southeasterly direction bearing S 9° 33' 25" E for a distance of 58.00 ft. to point of beginning point #50.
PARCEL #10

Beginning at point #57 and proceeding in an easterly direction bearing N 61° 51' 27" E for a distance of 60.5 ft. to point #58; thence in a northerly direction bearing N 5° 59' 33" E for a distance of 10.2 ft. to point #59; thence in an easterly direction bearing N 61° 51' 77" E for a distance of 44.05 ft. to point #60; thence in a southerly direction bearing S 25° 25' 13" E for a distance of 10.2 ft. to point #61; thence in an easterly direction bearing N 61° 51' 27" E for a distance of 165.0 ft. to point #62; thence in a southerly direction bearing S 1° 44' 28" E for a distance of 459.5 ft. to point #63; thence in a southeasterly direction bearing S 20° 59' 26" E for a distance of 110.0 ft. to point #64; thence in an easterly direction bearing N 61° 54' 28" E for a distance of 423.5 ft. passing through points #77, #75, #79 to point #65; thence in an easterly direction bearing N 59° 02' 28" E for a distance of 141.5 ft. to point #41; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 575.3 ft. passing through points #44, #66, #69 to point of beginning point #57; SAVING AND EXCLUDING THEREFROM those portions of Wall and George (formerly Minority) Streets owned by the Grantee and closed by the Grantee, and being retained by the Grantee for use as a part of the Auditorium site, as shown on said plat.

PARCEL #11

Beginning at point #66 and proceeding in a westerly direction bearing S 80° 26' 35" W for a distance of 18 ft. to point #67; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 190 ft. to point #68; thence in an easterly direction bearing N 90° 26' 35" W for a distance of 18 ft. to point #69; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 190 ft. to point of beginning point #66.

PARCEL #12-A

Beginning at point #57 and proceeding in an easterly direction bear-
ING X 61° 51' 27" E for a distance of 80.5 ft. to point #56; thence in a northerly direction bearing N 5° 59' 33" E for a distance of 10.2 ft. to point #59; thence in a westerly direction bearing S 61° 51' 27" W for a distance of 86.52 ft. to point #70; thence in a southerly direction bearing S 9° 33' 25" W for a distance of 10.2 ft. to point of beginning #57.

PARCEL #13-D

Beginning at point #61 and proceeding in an easterly direction bearing N 61° 51' 27" E for a distance of 365.0 ft. to point #62; thence in a northerly direction bearing N 1° 44' 25" E for a distance of 10.2 ft. to point #71; thence in a westerly direction bearing S 61° 51' 27" W for a distance of 367.9 ft. to point #60; thence in a southerly direction bearing S 29° 25' 33" W for a distance of 10.2 ft. to point of beginning #61.
SCHEDULE "A"

ALL those five (5) parcels of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, as shown on a survey of the Charleston Municipal Auditorium Site made by Ben F. Heathcote, R. L. S. and C. E., entitled "SUBDIVISION PLAT, PROJECT NO. SC-R-6, AUDITORIUM URBAN RENEWAL AREA, THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON", dated March 25th, 1966, and revised May 2, 1966 and June 6, 1966, and recorded in the RIC Office for Charleston County; the said parcels being designated on said plat as Section A, Section B, Section C, Section D, and Section E, and being more particularly described as follows:

SECTION A

Beginning at point #72 and proceeding in a southeasterly direction bearing S 28° 05' 28" E for a distance of 76 ft. to point #21; thence in an easterly direction bearing N 81° 34' 28" E for a distance of 45 ft. passing through point #20 to point #19; thence in a southerly direction bearing S 10° 05' 33" E for a distance of 36.15 ft. to point #73; thence in a westerly direction bearing S 81° 34' 28" W for a distance of 82.5 ft. to point #74; thence in a northerly direction bearing N 8° 29' 38" W for a distance of 109 ft. to point of beginning #72.

SECTION B

Beginning at point #29 and proceeding in a southwesterly direction bearing S 61° 54' 28" W for a distance of 72.5 ft. to point #31; thence in a northerly direction bearing N 6° 29' 38" W for a distance of 21.5 ft. to point #73; thence in an easterly direction bearing N 81° 34' 28" E for a distance of 67.5 ft. to point of beginning point #29.
SECTION C
Beginning at point #30 and proceeding in a westerly direction bearing S 61° 54' 28" W for a distance of 210.5 ft. to point #33; thence in a northerly direction bearing N 9° 56' 34" W for a distance of 73.5 ft. to point #78; thence in an easterly direction bearing N 61° 54' 28" E for a distance of 101.6 ft. to point #77; thence in a southeasterly direction bearing S 31° 04' 28" E for a distance of 105.5 ft. to point #76; thence in a southerly direction bearing S 3° 29' 38" E for a distance of 45.5 ft. to point of beginning #30.

SECTION D
Beginning at point #34 and proceeding in a westerly direction bearing S 61° 54' 28" W for a distance of 115 ft. to point #36; thence in a westerly direction bearing S 59° 02' 28" W for a distance of 165 ft. to point #40; thence in a northerly direction bearing N 23° 02' 28" W for a distance of 30 ft. to point #61; thence in a northwesterly direction bearing N 9° 33' 25" W for a distance of 41.5 ft. to point #60; thence in an easterly direction bearing N 59° 02' 28" E for a distance of 141.5 ft. passing through point #41 to point #65; thence in an easterly direction bearing N 61° 54' 23" E for a distance of 160 ft. to point #79; thence in a southerly direction bearing S 9° 56' 34" E for a distance of 73.5 ft. to point of beginning point #34.

SECTION E
Beginning at point #70 and proceeding in a southerly direction bearing S 9° 33' 25" E for a distance of 110 ft. passing through point #57 to point #69; thence in a westerly direction bearing S 60° 26' 35" W for a distance of 18 ft. to point #68; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 190 ft. to point #67; thence in an easterly direction bearing
N 80° 26' 35" E for a distance of 18 ft. to point #66; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 110 ft. to point #44; thence in a westerly direction bearing S 80° 26' 35" W for a distance of 18 ft. to point #43; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 180 ft. to point #42; thence in a westerly direction bearing S 80° 26' 35" W for a distance of 18 ft. to point #41; thence in a westerly direction bearing S 59° 02' 28" W for a distance of 45 ft. to point #80; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 594.5 ft. to point #92; thence in an easterly direction bearing E 61° 31' 27" E for a distance of 41 ft. to point of beginning point #70.
Filed, Indexed and Recorded
June 19, 1965 12:10
DATE TIME
Book 1990 Page 387

 register
Register House Conveyance
Charleston County, S. C.
PROFESSIONAL SERVICE AGREEMENT ADDENDUM 22 BETWEEN WOOLPERT INC. AND CITY OF CHARLESTON, SOUTH CAROLINA

Section 1. General

THIS ADDENDUM (#22), made and entered into this ___ day of ________, 2022 by and between WOOLPERT Inc., whose address is 2000 Center Point Drive, Suite 2200, Columbia, SC 29210-5824 (hereinafter referred to as “Woolpert”) and the “Client” identified herein, provides for additional compensation to cover the costs related to Additional Services described under the Professional Service Agreement dated November 6, 2000, and more fully stated under Section 2 of this Addendum.

- Client: City of Charleston, South Carolina
- Project Number: 75396
- Project Title: “Church Creek Drainage Improvements”
- Addendum Title: Continuing Church Creek SMA Services

Section 2. General Description of Professional Services

Services to be provided by Woolpert include any services requested by the Client related to storm water management in the Church Creek Special Stormwater Management Area. Services may include, but are not limited to, ICPR modeling, review of design/model calculations for other developments, design services, and attendance at client/public meetings. Services will not be initiated without a written request or email authorization by City staff.

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested additional services in Section 2 shall be billed hourly using the attached rate schedule labeled Attachment A, for a total fee not to exceed $100,000.00, including reimbursable expenses. Woolpert shall notify the City when 50% and 80% of the approved fee has been expended.

Section 4. Schedule for Services

The schedule for Services and adjustments, if any, to the overall Project schedule shall be established based on each specific request for services by the Client.

THE EFFECTIVE DATE of this Addendum (#22) shall be the date written above and the term shall be for a period of five years.

In all other respects, the Professional Services Agreement referenced above and entered into on November 6, 2000 entitled “Church Creek Basin” between the City of Charleston and Woolpert, Inc. remains in full force and effect.
IN WITNESS WHEREOF, this Addendum (#22), which is subject to the terms and conditions of Sections 1 through 4, Attachment A, and the aforementioned Agreement and Addenda, is accepted as of the date first written above.

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<th>WOOLPERT INC.</th>
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<tr>
<td>Brian T. Bates, PE</td>
<td>Senior Associate</td>
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**ATTACHMENT A: HOURLY RATE SCHEDULE**

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Charleston, South Carolina Police Department
ADDITIONAL to Program Funded State & Local Task Force Agreement
Charleston Resident Office – Charleston Task Force

This agreement is an addendum to the Agreement dated October 1, 2021, between the United States Department of Justice, Drug Enforcement Administration (DEA) and Charleston, South Carolina Police Department (CPD). The DEA is authorized to enter into this Program Funded agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

2. To accomplish the objectives of the Charleston Resident Office Task Force, the CPD agrees to detail one (1) experienced officer to the Charleston Resident Office Task Force for a period of not less than two years. During this period of assignment, the CPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

MODIFICATIONS:

2. To accomplish the objectives of the Charleston Resident Office Task Force, the CPD agrees to detail two (2) experienced officers to the Charleston Resident Office Task Force for a period of not less than two years. During this period of assignment, the CPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

For the Drug Enforcement Administration:

__________________________ Date: ____________
Robert J. Murphy
Special Agent in Charge
Atlanta Division

__________________________ Date: ____________
Luther T. Reynolds-Chief of Police
City of Charleston

__________________________ Date: ____________
John J. Tecklenburg- Mayor
City of Charleston
AGREEMENT BETWEEN

The James Island Charter High School
And
City of Charleston Police Department
For
The School Resource Officer Program, 2022-2023 School Year

I. Purpose and Objective of Agreement

A. Purpose: The School Resource Officer (SRO) will facilitate the development of positive relationships by instilling an atmosphere of approachability, mutual respect, and trust within the school to which the officer is assigned. This is done to create a safe and secure school environment while developing and maintaining a successful working relationship/partnership between police, school administrators, staff, parents and students. The SRO will perform in an enforcement and investigative capacity and will seek the cooperation of school administrators to the benefit of all within the school and community. The SRO will also function as an advisor, mentor and positive role model to students as well as provide an additional educational resource to the school.

B. Objectives:

1) Maintain a safe and secure environment on campus.

2) Prevent criminal activities and disturbances.

3) Promote positive attitudes regarding police functions;

4) Instill students with a sense of their rights and responsibilities as citizens.

5) Establish a positive working relationship/partnership with the school and the surrounding community.

6) Prevent juvenile delinquency.

C. Ways of achieving these objectives include, but are not limited to:

1) Patrolling the school campus in order to maintain a highly visible presence and deterrence to criminal activity;

2) Investigating crimes that occur within the school and on school property;
3) Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus;

4) Developing positive relationships with students and staff;

5) Supporting or implementing outreach programs both in school and after school;

6) Participating in safety drills such as fire and Hold, Secure, Lockdown, Evacuate, and shelter as scheduled by school administrators.

II. Rights and Duties of the Charleston Police Department

The Chief of Police shall provide one (1) School Resource Officer (hereinafter referred to as “SRO”) to James Island Charter High School (JICHS) as follows for the 2022-2023 School year:

A. Number and funding of SRO:

1. The Chief of Police shall assign one (1) regularly employed police officer to James Island Charter High School.

JICHS shall fund one (1) police officer at the rate of $37,699 for the term of this agreement.

2. The Chief of Police shall assign the respective team commander or his designee during the regular school year to oversee the police officer assigned above and to perform scheduled or non-scheduled visits to the high school.

3. The Chief of Police shall provide a monthly report of calls for service and criminal incidents to the Principal. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SRO:

1. An SRO shall be assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An SRO may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily realign any SRO during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an SRO during the summer months is at the discretion of the Chief of Police or his designee, and shall be the subject of a separate agreement.
2. The SRO assigned to the above schools will be permitted to travel to off-campus based programs in the City of Charleston that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Understanding that juvenile behavioral issues are best handled by school administrators, the SRO will not act as a school disciplinarian.
   
a. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties.

b. The SRO will not enforce or investigate violations of school rules or policies or become involved with matters that are strictly school discipline issues.

c. If an incident is a violation of the law, the Principal shall contact the SRO and his/her supervisor immediately. The SRO shall then determine whether law enforcement action is appropriate.

d. In cases of contested expulsions, the SRO will provide case information or testimony to the Principal or his/her designee, and upon the request of the Principal or his/her designee, testimony at the hearing, unless such testimony could hinder a criminal prosecution.

2. Duties as Law Enforcement Officer:

   a. The primary duty of the SRO is to ensure a safe and crime free learning environment in schools.

   b. The SRO will prevent and reduce the occurrence of criminal activity on school property by establishing a highly visible police presence.

   c. The SRO will remain on their assigned school campus from school opening until school closing unless otherwise directed by the Charleston Police Department.
d. The SRO will initiate investigations of violations of criminal laws occurring on school property or involving school personnel or students.

e. The SRO will work with students, teachers and school administrators to identify and address problems that make students feel unsafe on the school campus.

f. The SRO will act to de-escalate potential conflicts among students in an attempt to prevent issues positively before they escalate into criminal activity such as assaults or harassment.

g. The SRO will take law enforcement actions as required against intruders and unwanted guests who may appear at school and school related functions to the extent that the SRO may do so under authority of the law. As soon as practical, the SRO shall make the Principal aware of such action.

h. The SRO will work with administrators and school district security officials to review campus security measures, such as security cameras, entry procedures, and fire/lockdown drills.

i. The SRO will act as a liaison between the school and the police department for school related issues as it pertains to information sharing as permitted by state and federal law.

j. The SRO shall give assistance to other police officers and deputies in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO.

k. The SRO shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Principal or his/her designee.

3. Duties as an Informal Counselor

a. The Charleston Police Department is committed to diverting youth from the criminal justice system when appropriate; therefore, SROs will consider alternatives to arrest by referring
youth to various service providers. (Examples of appropriate alternatives include but are not limited to: Mobile Crisis, Department of Social Services or existing in-school programs or counseling programs).

b. The SRO will become familiar with all community agencies which offer assistance to youth and their families, such as mental health clinics, drug assistance centers...etc. The SRO will make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty and staff.

e. The SRO will identify students by direct contact or information from school personnel who need or may need the assistance of other social services.

e. The SRO will promote youth based crime prevention programs such as, but not limited to; Camp Hope and the Charleston Police Explorers.

f. SROs will provide individual mentorship to students when appropriate.

g. The SRO will make themselves available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

h. When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

i. The SRO will pursue improved cooperation among the schools, communities, students, parents, other agencies and the police.

j. The SRO will attempt to resolve any problems between the school and the surrounding residential or business communities so that the schools will maintain a viable relationship with the surrounding community.
4. Duties as an Educator. The SRO will serve as a law related advisor and a resource for students, parents and school staff regarding criminal justice issues.

a. The SRO will serve as a law related educator and will be available to teach law related topics when possible. This function is secondary to the SRO’s primary duty as law enforcement officer.

b. The SRO will develop expertise in presenting various law related subjects to students, including but not limited to Public Safety classes.

c. The SRO will explain the role of law enforcement in society by participating in lectures, displays and special events.

d. The SRO will act as an instructor for specialized short term programs at all schools when approved to do so by the Principal or a member of the faculty.

e. The SRO will encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

f. The SRO will coordinate all of their activities and programs with the Principal and staff members concerned and will seek advice and guidance prior to enactment.

g. The SRO will submit the subject and number of classes taught on the monthly report. This information will be kept for review by the school and the City of Charleston Police Department.

5. Co-curricular activities, events and school functions.

a. Upon request of the Principal or his/her designee, and approval of the Chief of Police or his designee, an SRO may accompany his/her school to events outside of the City of Charleston and within the State of South Carolina for purposes of providing law enforcement services as authorized by state law. Sec. S.C. Code (Amn.) Sec. 5-7-12. Under no circumstances may the SRO in his or her official capacity, accompany his/her school to events outside the state of South Carolina.
b. When the SRO works outside of the normal weekly school hours, which includes but is not limited to providing services for the events described in paragraph a. above, the payment for the SRO shall be based on an hourly rate, at time and a half, determined by Charleston City Police Department Policy, and in effect upon execution of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the Principal or his/her designee. (This subsection does not apply to off-duty services that may be provided by individual officers.)

c. The SRO will be responsible for obtaining off-duty officers to work school related functions such as athletic events. In this role, the SRO will coordinate and confer with appropriate school staff regarding security plans for these events as needed.

D. Threats in Schools.

1. The SRO will work with school administrators to develop a safety plan that addresses critical incidents as well as minor school incidents requiring additional police response.

2. The SRO will act to prevent an active shooter and in the event of an active shooter to respond and stop the threat to students, faculty and visitors.

3. In the event that an SRO receives information of a potential threat to their school, a student or staff member the SRO will notify the SRO's Sergeant and school administration.

E. Searches, Seizures and Interviews

1. Searches and Seizures

   a. The SRO will not conduct administrative searches.

   b. Police searches of students and their property on school premises are generally subject to the same legal requirements for a search warrant and probable cause as other searches.

   c. Exceptions to the search warrant requirement (e.g. consent to search, emergency situations, etc.) that apply to non-school searches also apply to school searches.
d. School officials may conduct searches of students and their
property without a warrant based upon reasonable suspicion.

e. Searches conducted with the active participation of the police
upon request of school officials require a search warrant.

f. Officers may only accompany school officials who are
conducting a search without a search warrant, but may not
participate with school officials in the search either directly or
indirectly.

g. The SRO will only seize property as it relates to criminal
activity.

2. Interviews

a. Before any effort is made to question a minor student on school
grounds, the officer will contact the school principal, or designee,
and the assigned SRO if different than the officer seeking to
question the student. The SRO or officer will ask the principal to
contact the student’s parent or guardian, indicating that a police
officer has requested to interview the student to gain the consent of
the parent/guardian prior to questioning.

1. If the parent/guardian requests that the questioning take
place in his/her presence, the questioning will be delayed
until the parent/guardian arrives.

2. If the parent/guardian denies permission for an interview
at the school the student will not be called from class.

b. If the SRO or officer receives permission for the interview a
school or staff member, rather than the police officer, will call the
student from class to the school office. In the event that the SRO
or officer believes they have not received proper cooperation from
a school official the officer will report the situation to the officer’s
supervisor and to the proper school official.

c. SRO’s and officers shall not enlist school officials or employees
to conduct interviews, inquiries or similar fact finding activities
regarding students as part of an investigation. Police officers are
not precluded from questioning school officials with regard to their
knowledge of youths in their charge, their activities and similar
matters.
F. Student Arrests

1. Under no circumstances will an SRO or any other officer with the Charleston Police Department charge a student with Disturbing Schools (SC Code 16-17-420 or City of Charleston Municipal Code 21-107)

2. Officers are required to utilize the least coercive methods available to accomplish the police mission during interactions with juveniles. Society grants police officers wide latitude and discretion regarding their decisions to invoke the formal arrest process. Factors to be weighed in determining whether to arrest, divert a juvenile from the criminal justice system through outright release, or other options as offered by the courts, department, or related agency are: seriousness of the crime, age and circumstances of the juvenile offender, offender’s prior record (if any) and availability of local rehabilitation resources."

3. Additionally, SRO’s will be cognizant that some types of student misbehavior may technically meet existing statutory requirements for non-violent misdemeanor offenses, however upon considering all factors involved, may be best handled outside of the Juvenile Criminal Justice System.

4. From time to time, by the nature of their employment, police officers may face situations where the interests of all concerned are best served by utilizing methods other than conventional arrests. Discretion is inherent to the police profession and may result in the officer applying a wide spectrum of incident reaction ranging from warnings to custodial arrest. The purpose of this directive is to provide some guidance as to when discretion is appropriate and when it is not.

5. SRO’s will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and misbehavior is the responsibility of the school administrators unless the violations involve criminal conduct. Minor, non-violent behavioral violations will be resolved by school administration.

6. In the event that a student violates the law and an arrest is imminent the following procedure will be followed:

   a. The SRO must immediately notify the SRO Sergeant of the situation.

   b. The SRO Sergeant will make a determination if an arrest is appropriate based on the applicable laws of the state, codes of the city and policies and procedures of the department.
c. The SRO Sergeant will then notify the Team Commander, Division Commander, Deputy Chief and the Chief of Police of the incident via email.

d. When an arrest does occur the SRO will consider and comply with the recommendations of the Juvenile Detention Risk Assessment Instrument in determining the detention or custodial release of juvenile offenders, unless it is overridden by a supervisor.

e. In the event of the arrest of an adult student the SRO will cite and release the student unless the arrest is for felony or serious misdemeanor.

f. In general, arrests/charges of students will result in release to parents or guardians at the incident location unless the circumstances of the incident or criminal charge are significant in nature resulting in custodial detention.

II. Program Goals and Evaluation

The JICHS see the assistance of the City of Charleston Police Department in keeping our schools safe and orderly.

The Charleston City Police Department in conjunction with the JICHS shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the JICHS's action plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Charleston City Police Department shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the JICHS on the SRO's activities.

III. Rights and Duties of the School District

JICHS shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties.
A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the SRO will have access to this office.

B. A location for files and records, which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The Charleston City Police Department shall be responsible for the recruiting of SRO. The Charleston City Police Department and the JICHS shall be responsible for interviewing and evaluating SROs and making recommendations to the Chief of Police for hiring. The SROs shall serve at the pleasure of the Chief of Police and the Principal, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing and shall advise the Chief of Police or his designee of the Principal’s concerns. If the Chief of Police desires, the Principal and the Chief of Police or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The Chief of Police may dismiss or reassign an SRO based upon the department’s rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the Charleston City Police Department.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in case of absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO as soon as possible within five (5) working days, and within thirty (30) school days of receiving such notice of such absence, dismissal or resignation; a replacement will be assigned.

VI. FERPA

The SROs of the Charleston City Police Department shall act as the Law Enforcement Unit for the JICHS with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)
VII. K-9

The Principal can request K-9 search assistance from the Charleston City Police Department. Policy and approved procedures of the JICHS and the Charleston Police Department must be followed in the event search assistance is requested.

VIII. Good Faith

The JICHS, the Chief of Police, their agents and employees, agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Principal and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2022-2023 school year.

Signed by:

FOR THE JAMES ISLAND CHARTER HIGH SCHOOL:

Timothy Thors
Principal

Dated: August 26, 2022

FOR THE CITY OF CHARLESTON:

John I. Tecklenburg
Mayor

Dated: 

Luther Reynolds, Chief
City of Charleston Police Department

Dated: 8-26-22
SCHOOL RESOURCES OFFICER AGREEMENT

This School Resource Officer Agreement (the "Agreement") is made, this 25th day of July, 2022, by and between the Berkeley County School District (the "District"), and the Charleston Police Department (the "Police Department") as follows:

RECITALS

WHEREAS, the Police Department agrees to provide the District a School Resource Officer ("SRO") at Daniel Island School (the "School"); and

WHEREAS, the District and the Police Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO at the School;

NOW, THEREFORE, the parties mutually agree as follows:

I. Number of SROs and Payment for Services

   a. The Police Department will assign one (1) regularly employed officer to serve as the SRO at the School for the 190 staff/student days of the regular school year.

   b. The District will reimburse the Police Department in the amount of $37,699.00 for the 190 staff/student days of the regular school year.

   c. The reimbursement amounts for section (b) above will be prorated if the SRO is not in service for the number of days outlined above.

   d. When a SRO works outside of the normal weekly work school hours, the payment for the SRO will be based on a time and a half hourly rate determined by the Police Department's policy. The School, requesting the SRO's services outside the normal weekly work school hours, will provide
payment within forty-five (45) days of receiving an invoice from the Police Department for such hours.

II. Employment Status and Appointment of SRO

a. SROs are employees of the Police Department and are not employees of the District. SROs are subject to the administration, supervision and control of the Police Department. The SROs are subject to all personnel policies and practices of the Police Department. The SROs will also abide by all district policies and procedures.

b. SRO candidates will be a certified law enforcement officer.

c. SRO candidates will have successfully completed or presently be enrolled in, or be willing to be enrolled in the next available SRO training course, to be provided by the Police Department.

III. SRO Program Goals and Evaluation

a. The Police Department, in conjunction with the District, will develop program goals and objectives for the SRO Program (the "Program"). These goals and objectives will be in accordance with the District's action plan for a safe school environment.

b. The Police Department will evaluate the effectiveness of the Program and communicate its results annually to the District no later than June 30 of each year.

IV. Rights and Duties of the Police Department

a. The Police Department will provide MONTHLY reports of services and criminal incidents to the District's Superintendent, or his/her designee.

b. The Police Department is responsible for recruiting, interviewing, and evaluating SROs who will serve at the School. The Police Department, in its sole discretion, will have the power and authority to hire, discharge, and discipline the SRO. The School and District will communicate any concerns or complaints regarding SROs to the Police Department.

c. The Police Department may temporarily reassign any SRO during the period of a law enforcement emergency.
V. Rights and Duties of the District

a. The District will provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned and properly lighted private office that is not shared. This office will contain a telephone, which may be used for general business purposes.

- A location for files and records, which can be properly locked and secured within the office.

- A desk with drawers, an office chair, worktable, filing cabinet, office supplies, and a school issued computer.

VI. Duties and Responsibilities of SROs

a. The SRO will act as an instructor for specialized, short-term programs at the School, when invited to do so by the School's principal or a member of the School's faculty.

b. The SRO will act in the capacity of law enforcement, temporary instructor when authorized, and counselor for Public Safety classes at the School.

c. The SRO will coordinate all of his/her activities and programs with the School's principal and staff members and will seek permission, advice, and guidance prior to any formal presentation.

d. The SRO will develop expertise in presenting various subjects to students. Such subjects may include a basic understanding of the laws and the role of the law enforcement officer. The SRO will distribute a program evaluation form to all students and the related teacher after each presentation. This information will be kept on file yearly by the principal and is subject to review by the District or the Police Department.

e. The SRO will encourage discussions with students, based upon materials presented by the SRO, to establish rapport with the students.

f. When requested by the School's principal, the SRO will attend parent/faculty meetings to solicit support and understanding of the SRO program.
g. The SRO will assist the School’s principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.

h. Should it become necessary to conduct formal police interviews with students, the SRO will inform the principal or his/her designee, adhere to law enforcement policy, and adhere to all legal requirements with regard to such interviews.

i. The SRO will take law enforcement action as required and necessary. The SRO will take law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent the SRO may do so under the authority of law. As soon as practicable, the SRO will make the School’s principal aware of such action.

j. The SRO will give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary.

k. The SRO will maintain detailed and accurate records of the SRO program on a monthly basis and will forward it to the SRO’s supervisor, who will forward copies to the District’s Superintendent or his/her designee.

l. The SRO assigned to the School will be permitted to travel to off-campus programs in the City of Charleston and Berkeley County that are a part of the School, at the request of the School’s administration and with the consent of the Chief of Police or his/her designee, for educational purposes or emergencies. Upon request of the School’s principal or his/her designee and with the approval of the Chief of Police, the SRO may accompany the School to events outside of the City of Charleston and Berkeley County and within the State of South Carolina for the purpose of providing services as authorized by state law (S.C. Code § 5-7-12). Under no circumstances may the SRO, in an official capacity, accompany the School to events outside the State of South Carolina.

m. The SRO will not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the School’s principal will contact the SRO or his/her supervisor in a timely manner and the SRO will then determine whether law enforcement action is appropriate.
n. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties.

o. In cases of contested expulsions, the Police Department will provide case information and/or testimony to the District's Superintendent or his/her designee, and will upon the request of the District's Superintendent, or his/her designee, testify at the expulsion hearing, unless such testimony could hinder a criminal investigation.

p. In cases where needed and/or requested, the SRO will assist in traffic control duties.

VII. Reassignment / Resignation / Dismissal of SRO

a. In the event the School's principal or the District's Office of Security and Emergency Management believes a particular SRO is not effectively performing his/her duties and responsibilities, the District's Office of Security and Emergency Management will advise the Chief of Police or his/her designee of the concerns. The Police Department and the District may attempt to mediate or resolve any problems at the School to which the SRO is assigned. If, within a reasonable amount of time, the problem cannot be mediated or resolved, then the SRO will be reassigned from the Program and a replacement will be assigned.

b. The Police Department may dismiss or reassign a SRO based on the Police Department's rules, regulations, and/or general orders and when it is in the best interest of the School and District.

c. In the event of the resignation, dismissal, or reassignment of a SRO, the Police Department will provide a temporary replacement for the SRO immediately. Within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment, a permanent replacement will be assigned.

VIII. Access to Educational Records

a. School officials will allow SROs to inspect and copy any public records maintained by the School to the extent allowed by law.

b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, School officials will disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat.
to someone's health or safety; the need of the information to meet the
emergency situation; and the extent to which time is of the essence.

c. If confidential student record information is needed by an SRO, but no
emergency situation exists, the information may be released only as
allowed by law.

IX. Term and Modification

a. This Agreement pertains to the school year commencing on July 1, 2022
through June 30, 2023.

This Agreement constitutes the full understanding of the parties, and no terms,
conditions, understandings, or agreements purporting to modify or vary the terms
of this Agreement will be binding unless made in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their
duly authorized officers.

Charleston Police Department
Name: John J. Tecklenburg
Title: Mayor
Signature: __________________________
Date: ______________________________

Berkeley County School District
Name: __________________________
Title: Superintendent
Signature: __________________________
Date: 06-21-2022
SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the City of Charleston Police Department

WHEREAS, School campuses are learning environments where public education students are prepared for success in college, careers, and citizenship.

WHEREAS, School resource officers are necessary to provide law enforcement and police services to assist in fostering a safe learning environment.

THEREFORE, this Memorandum of Agreement is made and entered into by and between the Charleston County School District (CCSD) and the City of Charleston Police Department (CPD) for the 2022-2023 school year.

SECTION 1: RIGHTS AND DUTIES OF THE CHIEF OF POLICE

The Chief of Police shall provide School Resource Officers (hereinafter referred to as "SRO") as follows for the 2022-2023 school year. The services of the SROs will commence on the first teacher workday of the school year and will continue through the last school day for students.

A. Number and Funding of School Resource Officers

The Chief of Police shall assign regularly employed police officer(s) to each of the following schools:

1 SRO  Buist Academy
1 SRO  Burke High
1 SRO  C.E. Williams Middle – North Campus
1 SRO  C.E. Williams Middle – South Campus
1 SRO  Charleston Progressive Academy
1 SRO  Haut Gap Middle
1 SRO  James Simons Montessori
1 SRO  Julian Mitchell Elementary
1 SRO  Memminger Elementary
1 SRO  Montessori Community School/Springfield Elementary
1 SRO  Sanders-Clyde Elementary
1 SRO  Simmons-Pinckney Middle
1 SRO  St. Andrew’s School of Math and Science
1 SRO  St. John’s High
2 SROs  West Ashley High/West Ashley Center for Advanced Studies

Assignment of SROs at James Simons Montessori and Memminger Elementary will be contingent upon CPD receiving an allocation for full salary and benefits from the State of South Carolina. In the event these positions are not fully funded, then both parties agree to renegotiate terms of coverage at these two schools.

CCSD shall fund the remaining fourteen (14) officers at the rate of $39,222 per officer, which will be payable in quarterly installments throughout the school year. The Charleston Police Department shall submit an invoice at the end of each school quarter to the Charleston County School District for SRO services rendered during that quarter.
SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

The invoice shall contain the name(s) of the SRO(s) assigned to each school during the quarter. In the 2022-2023 school year, school quarters end on the following days: October 19, 2022; January 17, 2022; March 24, 2022; and June 6, 2022.

The Chief of Police shall assign a police supervisor to oversee the police officers assigned above and to perform scheduled and non-scheduled visits to the schools.

West Ashley Head Start shall be covered by off-duty officers, and payment will be issued directly to the off-duty officers by CCSD. The responsibilities of off-duty officers, who are not considered SROs for the purpose of this agreement, shall be governed by CPD policies and procedures and CCSD Office of Security and Emergency Management Special Order 2019-001.

SROs shall act in accordance with the policies and procedures of the Charleston Police Department to enforce state laws and municipal ordinances.

The Chief of Police or designee shall ensure the CCSD Office of Security and Emergency Management (OS&EM) possesses an up-to-date roster of SROs assigned to CCSD and the school in which they are primarily assigned. Any changes to SRO staffing should be reported to CCSD OS&EM as soon as practical.

The Chief of Police or designee shall provide a monthly report of calls for service and criminal incidents occurring within these schools to the CCSD OS&EM. The report should also contain a listing of school-related arrests or detentions that occurred during the month that includes the date of arrest/detention, individual's name, age, gender, race, charge(s), and school in which the charge originated.

The SRO assigned to the above schools will be permitted to travel to off-campus based school programs in the City of Charleston at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or designee.

At the discretion of the Chief of Police and the CCSD Executive Director of Security and Emergency Management, additional SROs may be assigned to CCSD schools within the City of Charleston.

B. Regular Duty Hours of School Resource Officers

Each school listed in this agreement shall have an SRO assigned on a full-time basis during the regular school year. The SRO will be assigned to the school eight (8) hours per school day; however, a SRO may be called upon to leave the assigned school when he/she is needed at another school to handle a call for service or other criminal incident. The supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during a period of a public safety emergency. Availability of a SRO during the summer months is at the discretion of the Chief of Police or designee and shall be the subject of a separate agreement.
C. Duties of the School Resource Officer

SROs are expected to adhere to the guidelines set forth in the Charleston Police Department’s SRO Field Guide. A copy of this document will be provided to CCSD.

As sworn law enforcement officials, SROs have a major role in campus security. SROs shall not only be called to respond to criminal incidents, but also to assist in emergency crisis planning, building security, and training school personnel on handling crisis situations. It is important for school administrators to establish and maintain close partnerships with SROs as they are valuable resources for providing a safe school environment.

The SRO shall act in the capacity of a law enforcement officer and advisor.

SROs should be positive role models and may be used to promote the profession of law enforcement as a career choice for students. School administrators shall support positive interactions between SROs and students on school campuses.

The SRO shall act as an instructor for specialized short-term programs when approved to do so by the Principal or member of the faculty. The SRO will encourage individual and small group discussions with students based upon materials covered in class to further establish rapport with the students. The SRO shall develop expertise in presenting various law-related subjects to students. The SRO will submit the subject and the number of classes taught on the monthly activity report.

The SRO shall coordinate all of his/her activities and programs with the Principal and relevant staff members and will seek advice and guidance prior to implementation. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO. The SRO will keep the Principal informed of his/her Police Department obligations.

When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

The SRO shall become familiar with all community agencies that offer assistance to youth and their families, such as mentoring agencies, mental health clinics, and drug assistance centers. The SRO shall serve as a resource to students, parents, faculty, and staff, and should make referrals to these agencies when necessary.

The SRO shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.
SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

Should it become necessary to conduct a formal police interview with students and/or
faculty members, the SRO shall inform the Principal and/or designee and adhere to
applicable law enforcement policies and legal requirements.

The SRO shall take law enforcement actions to the extent that the SRO may do so
under the authority of law against intruders and unwanted guests who appear at the
school and related school functions. As soon as practical, the SRO shall make the
Principal aware of such action.

The SRO shall give assistance to other law enforcement officers in matters regarding
his/her school assignment whenever necessary.

The SRO shall maintain detailed and accurate records of the School Resource Officer
program on a monthly basis. These records should be compiled by the SRO supervisor
and submitted to the CCSD OS&EM.

The SRO shall not act as a school disciplinarian. The administration of school discipline
is solely the responsibility of the appropriate school faculty and staff. SROs are not to
be used for regularly assigned lunchroom duties, as hall monitors, or for other
monitoring duties; however, SROs should provide guidance and/or assistance to the
school administration when presented with a specific problem or concern.

If an incident is a violation of the law, the Principal will contact the SRO and/or the SRO
supervisor immediately. The SRO will determine whether or not law enforcement
action is appropriate.

In cases of contested expulsions, the SRO will provide case information or testimony to
the Superintendent of Schools or designee. The SRO will also provide testimony at an
expulsion hearing after being requested by the Superintendent of Schools or designee,
unless such testimony could hinder a criminal investigation or prosecution.

D. Co-Curricular Activities and School Functions

Upon request from the Principal, and with the approval of the Chief of Police or
designee, a SRO may accompany a school to events outside of the City of Charleston
and within the State of South Carolina for the purposes of providing law enforcement
services as authorized by S.C. Code § 5-7-12. Under no circumstances may the SRO in
his/her official capacity accompany a school to events outside the State of South
Carolina.

When the SRO works outside of the normal weekly school hours, which includes, but is
not limited to, providing services for the events described in the above listed paragraph,
the payment for the SRO shall be based on an hourly rate at time and a half as
determined by Charleston Police Department policy in effect at the time of this
agreement. Payment for these services shall be made directly to the City of Charleston.
All overtime shall be approved in advance and in writing by the School District's
SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

Executive Director of Security and Emergency Management. (NOTE: This paragraph does not apply to off-duty services provided to the School District by individual officers.)

SECTION 2: RIGHTS AND DUTIES OF THE SCHOOL DISTRICT

The School District shall provide each SRO with the facilities deemed necessary in the performance of the SRO’s duties.

A. Materials and Facilities Provided by the School District

The School District will provide the SRO with access to an air-conditioned and properly lit private office. This office shall contain a telephone and school computer, which will be used for general business purposes. Only the SRO will have access to this office.

The School District will provide the SRO with a location for files and records that can be locked and secured within the office.

The School District will provide a desk with drawers, an office chair, and a filing cabinet.

In limited circumstances where the space available in a school building does not allow for the SRO to receive a private office, a mutually agreeable alternative will be sought.

SECTION 3: PROGRAM GOALS AND EVALUATION

The Charleston County School District requests the assistance of the Charleston Police Department in keeping its schools safe and orderly.

A. Program Goals

The Charleston Police Department, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer program. These program goals shall be in line with the Charleston County School District’s strategic plan related to a safe school climate.

The SRO shall be an active law enforcement official on campus, a law-related instructor, and an advisor and resource for faculty, staff, students, and parents.

The SRO shall be active in conferences, counseling, and community referrals.

B. Program Evaluation

Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.
SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

The Charleston Police Department shall evaluate the effectiveness of the School Resource Officer program and report the SROs' activity to the Charleston County School District on a monthly basis.

SECTION 4: SELECTION, TRAINING, AND EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The Charleston Police Department shall be responsible for the recruitment and employment of School Resource Officers. The Charleston Police Department and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs and SRO candidates; recommendations may be made to the Chief of Police for the selection of SROs. The SRO shall serve within schools at the pleasure of the Chief of Police and Superintendent of Schools.

The Charleston Police Department and Charleston County School District recognize the need to have highly trained and qualified individuals serving as SROs. The law enforcement agency shall ensure that each SRO has the skills and training needed to be successful in a school environment. Each SRO should complete School Resource Officer training through the South Carolina Criminal Justice Academy or National Association of School Resource Officers as soon as practical. Additionally, SROs assigned to CCSD at the beginning of the school year shall attend the beginning-of-year training hosted by CCSD in the month of August.

If a SRO is unable to attend the August training due to uncontrollable circumstances, or if a SRO begins their service with CCSD after the class has been held, key information presented during the training related to district emergency management procedures, special education laws, de-escalation techniques, and other covered topics will be made available to the SRO and reviewed by him/her as soon as practical. Certification that the information has been reviewed shall be submitted to the CCSD Office of Security and Emergency Management.

SECTION 5: REASSIGNMENT, RESIGNATION, OR DISMISSAL OF SCHOOL RESOURCE OFFICERS

It is in the best interest of the Charleston Police Department and Charleston County School District that highly qualified and skilled police officers serve as School Resource Officers.

A. Principal’s Request for the Removal of an SRO

In the event the Principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the Principal shall state these reasons in writing to the School District’s Executive Director of Security and Emergency Management. Within a reasonable time after receiving the written recommendation from the Principal, the Executive Director of Security and Emergency Management or designee shall advise the Chief of Police or designee of the Principal’s concerns.
SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

If the Chief of Police desires, the Executive Director of Security and Emergency
Management and the Chief of Police, or their designees, shall meet with the SRO and
the Principal in an attempt to mediate and resolve any concerns.

If, within a reasonable amount of time after commencement of such mediation, the
problem cannot be resolved, or if in the event mediation is not sought by the Chief of
Police, the SRO shall be reassigned from the program at the school, and a replacement
shall be obtained.

B. SRO’s Adherence to Department Rules

The Chief of Police may dismiss or reassign a SRO based upon the department’s rules,
regulations, and/or general orders, and when in the best interest of the citizens of
Charleston County and the City of Charleston.

C. Assignment of a Replacement SRO

In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of
absences by a SRO, the Chief of Police shall provide a temporary replacement for the
SRO within five (5) business days. A permanent replacement will be assigned within 30
school days of receiving notice of such absence, dismissal, or resignation.

SECTION 6: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The School Resource Officers of the Charleston Police Department shall act as the law
enforcement unit for the Charleston County School District with regard to the information
sharing provisions of the Federal Educational Rights and Privacy Act (FERPA). Records
produced by the SRO for the purpose of law enforcement are exempt from the provisions
of FERPA.

The school may furnish educational records to the SRO under appropriate circumstances;
however, those records and personally identifiable information contained therein do not lose
their status as educational records and remain subject to FERPA, including the disclosure
provisions, while in the possession of the law enforcement unit. This should not be interpreted
to be a blanket exception.

SECTION 7: REQUEST FOR CANINE SEARCHES

A Principal can request canine search assistance from the Charleston Police Department with
the approval of his/her supervisor (i.e., Executive Director or Associate Superintendent) and the
CCSD Office of Security and Emergency Management. School district and police department
policies and procedures must be followed during any canine searches.
SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

SECTION 8: GOOD FAITH AND MODIFICATION

The Charleston County School District, the Charleston Police Department, their agents, and
employees agree to cooperate in good faith in fulfilling the terms of this agreement.
Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent
and the Chief of Police or their designees. The terms of this agreement are subject to change
at the end of each school year. Any recommended changes or modifications to the agreement
shall be submitted in writing.

This document constitutes the full understanding of the parties, and no terms, conditions,
understandings, or agreements meant to modify or vary the terms of this document shall be
binding unless hereafter made in writing and signed by both parties.

Acting on behalf of the Charleston County School District and the Charleston Police Department,
this agreement is signed and sealed by:

FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:

[Signature]
Donald Kennedy
Superintendent of Schools

/6/21
Date of Signature

FOR THE CITY OF CHARLESTON:

[Signature]
John Tecklenburg
Mayor

/6/21
Date of Signature

Michael Reidenbach
Executive Director of Security and
Emergency Management

/6/21
Date of Signature

[Signature]
Luther Reynolds
Chief of Police

/6/21
Date of Signature
SeaHawk Charleston Executive Steering Committee (ESC) Charter
Subcommittee of the Area Maritime Security Committee

Article I – AUTHORITY

Section 1. Reference. This charter is authorized under the provision of 14 U.S.C. § 141 which allows the Coast Guard to enter into cooperative arrangements with Other Government Agencies (OGAs). This agreement is also authorized under the provision of The Security and Accountability for Every Port Act of 2006 (SAFE Port), Public Law 109-347, and the Coast Guard Authorization Act of 2010, Public Law 111-281, which permits the establishment of a maritime interagency operation center to facilitate federal, state, and local incident management response to transportation security incidents or transportation disruptions.

33 C.F.R. § 3.35-15 outlines the Sector Charleston Captain of the Port (COTP) zone for the Sector Charleston Area of Responsibility (AOR). 33 C.F.R. § 103.205 outlines the authority of the United States Coast Guard (USCG) Captain of the Port (COTP) as the designated Federal Maritime Security Coordinator (FMSC).

Nothing herein contained shall be deemed inconsistent with or contrary to the purpose or intent of the United States Coast Guard or any Act of Congress. If a term of this charter is inconsistent with such authority, then that term shall be invalid, but remaining terms and conditions of this charter shall remain in full force and effect. Additionally, nothing in this charter shall be construed as binding to any parties. This charter supersedes all previous guiding documents.

Article II – MISSION

Section 1. ESC Mission. The mission of the SeaHawk Charleston ESC is to ensure a unity of effort towards the safety, security, and prosperity of the maritime domain of South Carolina among federal, state, and local stakeholders. This will be accomplished through SeaHawk Charleston, which will organize, coordinate, and manage operational planning, mission execution, intelligence sharing, resource allocation, and create shared situational awareness. Each member is empowered by their own agency to make decisions on behalf of the agency and to commit the agency to carrying out roles and responsibilities as described in this plan and the SeaHawk Charleston Standard Operating Procedure (SOP).

Section 2. SeaHawk Charleston Mission. SeaHawk Charleston is the coordinating body of government agencies focused on the safety, security, and prosperity of the South Carolina maritime domain. It utilizes a systematic approach to facilitate information sharing; conducts a thorough analysis of risks and threats; plans for emergent, potential, and upcoming incidents; and coordinates operations between federal, state, and local partners. Additionally, it is the foundation on which a Unified Command is built and provides an Interagency Operations Center (IOC) that supports other federal, state, and local authorities as appropriate.
Section 3. Geographic Boundaries. The geographic boundaries of this charter include Sector Charleston’s COTP zone, which is described in 33 C.F.R. § 3.35-15.

Section 4. Objectives.

The objectives of the Charleston SeaHawk ESC are to:

1. Provide oversight and guidance to the local Regional Coordinating Mechanism (ReCoM).

2. Guide SeaHawk Charleston’s planning efforts focused on improving port resiliency, recovery, and contingency plan implementation.

3. Enable the identification of potential illegal activity, intelligence and information sharing, and utilization of combined capabilities to analyze threats and provide operational recommendations.

4. Ensure public safety and security support is provided to other authorities and jurisdictions.

5. Ensure the combined capabilities of port partners are leveraged to address maritime public safety concerns.

6. Enable the formation of a Unified Command in response to a public safety threat or incident.

7. Ensure the combined capabilities of port partners are leveraged to provide proactive heightened security measures when necessary.

8. Enable the formation of a Unified Command in response to a security threat or incident.

9. Facilitate the safe flow of commerce.

Article III – ESC COMPOSITION

Section 1. Members. The ESC will be comprised of Federal, State, and Local agency executives that have concurrent jurisdiction, authority, and resources within the USCG Sector Charleston COTP zone. The permanent members of the ESC include the USCG, Customs and Border Protection (CBP), Homeland Security Investigations (HSI), US Border Patrol (BP), Federal Bureau of Investigation (FBI), South Carolina State Law Enforcement Division (SLED), South Carolina Department of Natural Resources (DNR), Charleston County Sheriff’s Office (CCSO), North Charleston Police Department (NCPD), Charleston Police Department (CPD), and Mount Pleasant Police Department (MPPD). Other agency executives may be added to the ESC as deemed necessary by the members of the ESC.

Section 2. ESC Meetings. The ESC will normally meet prior to Area Maritime Security Committee meetings. Impromptu meetings may be called by any member of the ESC to address
Article IV – SEAHAWK CHARLESTON MEMBERS

Section 1. SeaHawk Charleston Members. SeaHawk Charleston consists of law enforcement, fire, emergency medical services, and other public safety organizations throughout South Carolina. In addition to all agencies represented on the ESC, organizations with authority, jurisdiction, or resources in the South Carolina maritime domain may participate. As appropriate, members are expected to attend regularly scheduled meetings, participate in the interagency analysis process, and participate in operations. Additionally, all members shall adhere to the processes outlined in the SeaHawk Charleston SOP. The ESC will resolve any issues pertaining to membership in SeaHawk Charleston.

Article V – SENSITIVE SECURITY INFORMATION

Section 1. Definition. Sensitive Security Information (SSI) is material that:

1. May constitute an unwarranted invasion of privacy, including personnel or medical files;
2. Reveal trade secrets, privileged, or confidential information;
3. Information that, if released, may be detrimental to the traveling public;
4. Information concerning screening criteria, or technical specifications of screening equipment or devices, or communications equipment;
5. Any security contingency plan or approved standard security program;
6. Security directives or circulars;
7. Vulnerability assessments, or information detailing a systemic vulnerability of a transportation system, including details of inspections and investigations;
8. Information about the testing and qualification of security personnel; and
9. Any information the Secretary of Homeland Security has prohibited per Title 49 United States Code Section 40119.
Section 2. Disclosure. The FMSC must restrict disclosure of, and access to, SSI to persons on a need to know basis, per provisions of Title 49 Code of Federal Regulations Part 1520.5. The FMSC may further restrict specific information to a limited number of persons. Violation of Title 49 Code of Federal Regulations Part 1520.5 may constitute a civil and or criminal act. If protected information is released to unauthorized persons, a full report must be made to the FMSC as soon as possible.

Article VI – COMMITTEE PROCEDURES

Section 1. Agenda. An agenda will be provided to ESC members via e-mail prior to each meeting. Each agenda will detail the meeting time, meeting place, and agenda items.

Section 2. ESC Coordinator. USCG Sector Charleston EMFR will serve as the ESC Coordinator who is responsible for determining the logistical needs of the meeting, facilitating the meeting agenda, monitoring the meeting’s time schedule, and maintaining the ESC’s meeting minutes and other records.
Annex A

SeaHawk Charleston Executive Steering Committee

- J. Cole
  Captain
  Captain of the Port, U.S. Coast Guard

- C. Frampton
  Colonel
  SC Department of Natural Resources

- C. Thomas
  Port Director
  Customs and Border Protection

- K. Graziano
  Sheriff
  Charleston County Sheriff's Office

- M. Crabb
  Assistant Special Agent in Charge
  Homeland Security Investigations

- R. Burgess
  Chief
  North Charleston Police Department

- B. Westerling
  Assistant Chief
  U.S. Border Patrol

- L. Reynolds
  Chief
  Charleston Police Department

- C. Garrett
  Resident Agent in Charge
  Federal Bureau of Investigation

- M. Arnold
  Chief
  Mount Pleasant Police Department

- M. Keel
  Chief
  SC Law Enforcement Division

- J. Tecklenburg
  Mayor
  City of Charleston
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. (AS AMENDED)

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 provided the framework to establish minimum actions and steps necessary to promote a safe community. City staff remain committed to implementing a successful program and partnering with the LNE community. Generally, violations are discussed and reviewed with the Late Night Establishment and notices are issued to educate and clarify expectations; however, failure to comply will subject the Late Night Establishment to a tiered penalty process.

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.
**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>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>

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 10PM 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 dispersed 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 code enforcement official, police officer, or Fire Marshal.
      v. Maintain a 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 or 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.
   1. All LNEs must cease all sales in accordance with City Code of Ordinances Section 3-16.

9.07.22 PRELIMINARY
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 Collection 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 when renewing. Once approved, permits shall be valid for up to two years unless revoked or suspended. 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 underaged 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 code enforcement official, police officer, 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: The LNE is eligible to complete a renewal request as long as the facility ownership, occupancy, configuration, or tenant has not changed, and the LNE is in good standing with the City, otherwise a full application will be required. Permits will be issued for a duration not to exceed two years. Renewal applications may be submitted up to 90 days but not less than 30 days before the permit expiration date so staff may review and evaluate the request to renew the permit.

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.

9.07.22 PRELIMINARY
2. In addition to the issuance of a municipal ordinance summons for any violation of this Article, the following administrative remedies shall be taken:
   a. **1st Issuance of Municipal Ordinance Summons:** Upon issuance of the 1st summons within the 2-year permit period there will be a 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:** Upon issuance of the 2nd summons within the 2-year permit period, there will be a mandatory remediation meeting between the LNE and City Staff to review the LNE permit, the violation, and discuss strategies to prevent future violations. The Director of Revenue Collections may, in his or her discretion after considering the facts of both violations, issue a written notice of intent to suspend a late-night establishment permit for a period of time up to 390 days.
   c. **3rd Issuance of Municipal Ordinance Summons:** Upon issuance of the 3rd summons within the 2-year permit period, the Director of Revenue Collections will use his or her discretion after considering the facts of the violations to issue a written notice of intent to suspend a late-night establishment permit for a period of time up to 90 days one year.
   d. **4th Issuance of Municipal Ordinance Summons:** Upon issuance of the 4th summons within the 2-year permit period, the Director of Revenue Collections will use his or her discretion after considering the facts of the violations to issue a written notice of intent to suspend for a period of time up to 1-year or revoke a late-night establishment permit.

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. 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.

6. Prior to suspension or revocation, the City has elected to use progressive remediation. Provided, however, the Director of Revenue Collections or designee, 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 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 any processing fees
as required by the Business License Committee. If the appellant does not request a hearing
within the said ten (10) days, accompanied by the required processing fee, the Director (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
then a hearing will be held in accordance with the policies, procedures, and processes of the
business license committee, as outlined in Sec. 17-31.

3. Any person aggrieved by a final decision of the business license committee regarding a
 suspension or revocation of a late night establishment permit, or a decision by the business
 license committee on a matter appealed to it in accordance with the procedures outlined in
 Sec. 17-31 may appeal the decision of the business license committee to the circuit court in
 and for the county 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 business
 license committee. Timely appeal of a decision of the business license committee does not
 effectuate a stay of that decision. The decision of the business license committee shall be
 binding and enforceable unless overturned by an applicable appellate court after a due and
timely appeal.

Sec. 17-132. Late Night Establishment 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.

(Ord. No. 2013-55, § 1, 5-28-13)

Sec. 17-133. Effective Date.

The provisions of this article shall become effective three (3) months following ratification. LNEs in
existence as of the effective date of this article shall come into compliance within five (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 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
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 AND LICENSING, AND INSPECTION OF RESIDENTIAL RENTAL UNITS AND PROVIDING REGULATIONS, FEES, VIOLATIONS, AND PENALTIES THEREFORE.

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 violations, 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-Cannonborough/Elliottborough neighborhood has the highest percentage of residential rental units and experienced the highest greatest rate-number 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 Cannonborough/ElliottboroughEastside neighborhood during its first phase, as shown on the map attached hereto as Exhibit A; and

WHEREAS, staff will report monthly-quarterly 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.

_Responsibility 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 comply with the minimum standards of the Code at Chapter 7, Article IV, Division 3 safe, sanitary, and fit for human occupation and use.

c) Rental 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 Attestation by the landlord that the premises are safe, sanitary, and fit for human occupation and use comply with the minimum code standards as set forth in section 7-128(b);

2. Written certification Attestation 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 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 deficiencies 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 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) Landlords, responsible local representatives, 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 and consequences of operating without 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) Operating as a landlord without a rental permit in a residential rental permit district is a misdemeanor punishable by fine and/or incarceration. Each day the unlawful rental under this section continues is considered a separate offense. Failure to comply with the requirements of this section shall result in the issuance of a municipal summons. 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 24); animal control (Chapter 8); 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 **within twelve (12) months**, 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 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 
otice 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, violations of this division, 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 attestation 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 rental 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 rental 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 rental 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)