



WILLIAM S. COGSWELL, JR
Mayor

*City of Charleston
South Carolina*

TIM KEANE
Section Chief – Planning,
Permitting, and Engineering
ROBERT SOMERVILLE
Section Chief – Public Works

Chair: Keith Waring
Vice Chair: William Dudley Gregorie
Members: Boyd Gregg, Michael Seekings, Caroline Parker

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on
September 22, 2025 to begin at 5:00 p.m.

<https://www.youtube.com/@CityofCharlestonSCgov/streams>

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

August 18, 2025

C. Request to Set a Public Hearing

None

D. Old Business

None

E. Acceptance and Dedication of Rights-of-Way and Easements

1. Authorization to notify SCOTD that the City intends to accept maintenance of 49 LF of rubber curb along the north side of the Brasell Street / King St. Extension(US-78) intersection, 38 LF of rubber curb along the south side of Braswell Street / King St. Extension (US-78) intersection, 49 LF rubber curb along the north side of the Milford Street / King St. Extension (US-78) intersection, and 37 LF along the south side of the Milford Street / King St. Extension (US-780 intersections in conjunction with the Magnolia PUD Phase 1A project.
2. CCSD West Ashley Campus Subdivision – Sanders Rd. (R/W varies from 50 to 65 ft), West Wildcat Blvd. (50 ft R/W)
 - a. Title to Real Estate
 - b. Exclusive Stormwater Drainage Easement Agreement
 - c. Affidavit for Taxable or Exempt Transfers

d. Plat

3. Acceptance of a temporary construction easement at 421-05-00-001 for the Windermere Drainage Improvement Project.
4. Authorization to notify SCDOT that the City intends to accept maintenance of Box Culverts crossing Windermere Boulevard, Box Culverts along William Ackerman Lane (S-1807), Box Culverts Crossing Chadwick Drive (S-402), Box Culverts and Roadway of Culbertson Drive (S-2292) between Chadwick Drive and Campbell Drive.

F. Temporary Encroachments Approved by The Department of Development Services (For information only)

1. **829 Condon Dr.** - Installing oyster shell tabby encroaching into City right of way. This encroachment is temporary.
2. **3 Murphey Court** – Installing specialty finish driveway encroaching into City right of way. This encroachment is temporary.
3. **492 Creek Landing St.** – Installing specialty finish driveway and irrigation encroaching into City right of way. This encroachment is temporary.
4. **765 Lesesne St.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
5. **513 Old Compass Rd.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
6. **149 Captains Island** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
7. **89 Fishburne St.** – Installing permeable pavement encroaching into City maintained drainage easement. This encroachment is temporary.
8. **223 Meeting St.** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
9. **316 Blowing Fresh Dr.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
10. **1522 Chastain Rd.** – Installing wood fence encroaching into City maintained drainage easement. This encroachment is temporary.
11. **1494 Seabago Dr.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
12. **715 Majestic Oaks Dr.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
13. **38 King St.** – Installing handrail at front stoop encroaching into City right of way. This encroachment is temporary.

G. Request for Permanent Encroachments

1. None

H. Public Service Department Update

1. Director's update

I. Department of Development Services Update

1. Revisions to the 2020 Stormwater Design Standards Manual [Ordinance]

J. Stormwater Management Department Update

1. Church Creek Project Update (Requested by Councilmember Waring)
2. Forest Acres Phase 2 - Approval of Change Order #11 with Gulf Stream Construction Company in the amount of \$128,750.30 for Additional Channel Bank Stabilization.

K. Miscellaneous Business

1. Approval to add 56 State Street undergrounding project to the City's Non-Standard Service Fund construction list.
2. Authorization for Mayor to execute Agreement Regarding Underground Electric on behalf of the City of Charleston with 56 State SC Property, LLC detailing the intent of 56 State SC Property, LLC to fund the City's share of undergrounding along Cumberland, Concord, and Market Streets.

E1.)



WILLIAM S. COGSWELL, JR.
Mayor

RON BUCCI
Director

*City of Charleston
South Carolina
Department of Development Services*

October 14, 2025

Mr. Tim Henderson
Administrator
SCDOT District 6
6355 Fain Street
North Charleston, SC 29405

Subject: Maintenance of rubber curb in conjunction with the Magnolia P.U.D. Phase 1A project.

Dear Mr. Henderson:

This letter concerns the proposed Maintenance of 49 LF of rubber curb along the north side of the Braswell Street / King St. Extension(US-78) intersection, 38 LF of rubber curb along the south side of Braswell Street / King St. Extension (US-78) intersection, 49 LF rubber curb along the north side of the Milford Street / King St. Extension (US-78) intersection, and 37 LF along the south side of the Milford Street / King St. Extension (US-78) intersection in conjunction with the Magnolia P.U.D. Phase 1 project. The City Council of Charleston at its meeting held on October 14th, 2025, agreed to accept maintenance responsibility for this item.

The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at buccir@charleston-sc.gov.

Sincerely,

Ron Bucci, PE
Director
Development Services

CC: Matt Laney, PE, Civil Engineer, Reever Group
Brian Pokrant, GIS Analyst, City of Charleston

Memo



Magnolia P.U.D. Phase 1A (TRC-SUB2023-000243)

Request for City Maintenance Letter for Infrastructure in SCDOT Right-of-Way

September 4, 2025

To: Tim Keane City of Charleston

From: Matt Laney, P.E. Reveer

CC: Bill Neeson Highland Resources

PURPOSE

This memo summarizes work within SCDOT's King Street Extension (US-78) right-of-way that is considered "non-standard" by SCDOT and respectfully requests the City of Charleston provide a letter to SCDOT accepting the maintenance of the "non-standard" items.

BACKGROUND

The Magnolia P.U.D. (Magnolia) is a proposed mixed use redevelopment of former industrial sites located adjacent to the Ashley River in the neck area of Charleston, South Carolina. Proposed development includes new residential, commercial, retail, office, and public park space.

The Magnolia P.U.D. Phase 1A project includes the widening of King Street Extension (US-78) to add NB left-turn lanes and SB right-turn lanes onto both Braswell and Milford Streets as well as the re-alignment of Oceanic Street (S-2472) to intersect with Braswell Street west of I-26 instead of its existing connection to King Street Extension (US-78).

MAINTENANCE REQUEST

At both the Braswell and Milford Street intersections with King Street Extension (US-78), a rubber curb is used adjacent to the Norfolk Southern (NS) right-of-way, as required by NS and accepted by SCDOT. However, the rubber curb is "non-standard" per SCDOT. As such, SCDOT has requested a letter from the City of Charleston accepting maintenance for the rubber curb at both intersections. Specifically, the "non-standard" items include (see Attachment 1):

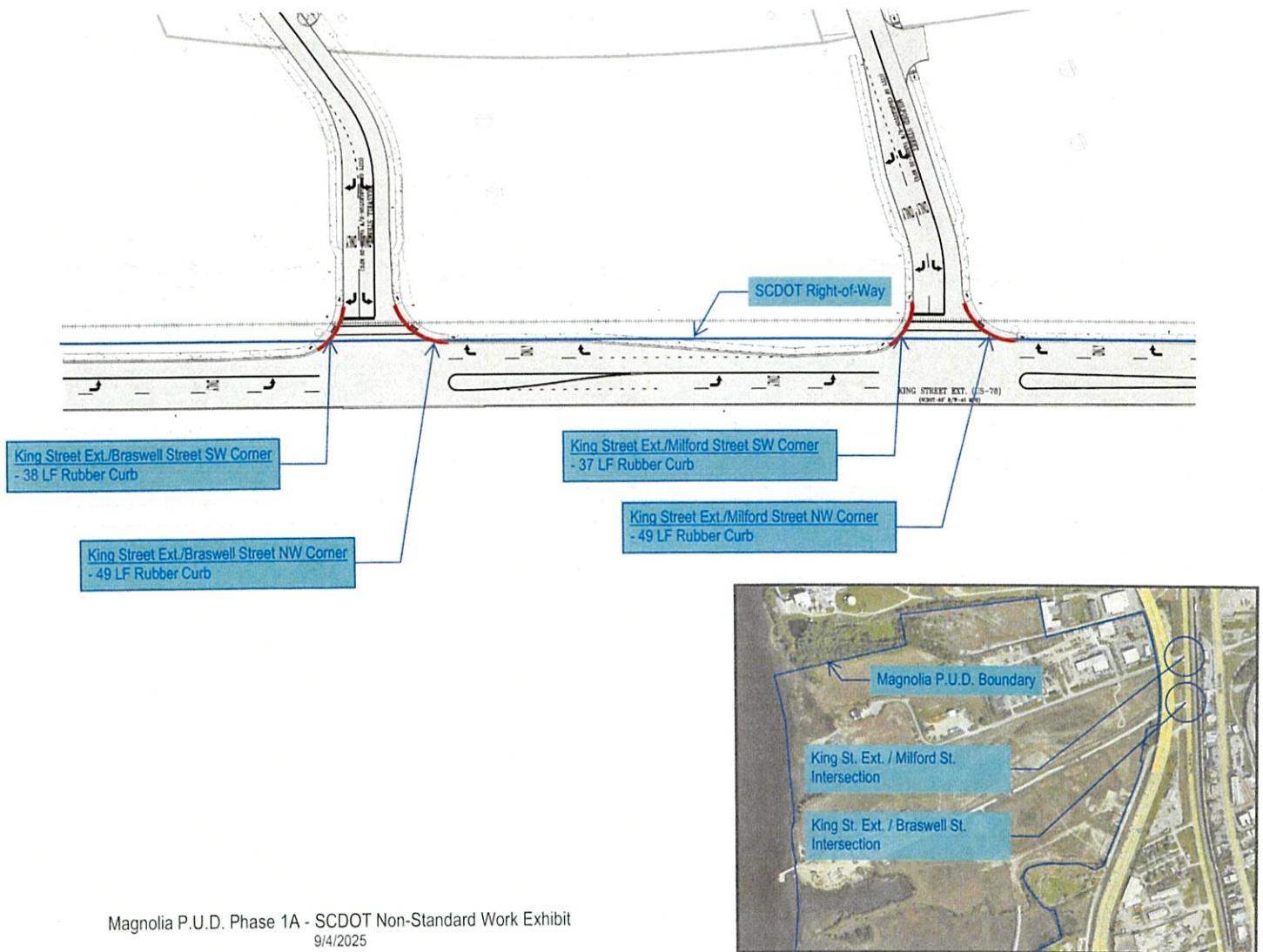
- 49 LF rubber curb along north side of the Braswell Street / King Street Extension (US-78) intersection
- 38 LF rubber curb along south side of the Braswell Street / King Street Extension (US-78) intersection
- 49 LF rubber curb along north side of the Milford Street / King Street Extension (US-78) intersection
- 37 LF rubber curb along south side of the Milford Street / King Street Extension (US-78) intersection

Please let me know if additional information is needed to comply with SCDOT's request.

Sincerely,
Reveer Group

A handwritten signature in black ink that reads "Matt Laney".

Matt Laney, P.E.
Civil Engineer





RUBBERFORM®
RECYCLED PRODUCTS, LLC



ENGINEERED RUBBER CURB



The RubberForm Engineered Rubber Curb is a temporary or permanent curbing solution manufactured from heavy-duty recycled rubber. They offer a superior performance that easily outlasts concrete with hard-wearing durability and low maintenance.

Our rubber curbs are the ideal solution for center meridians, curb extensions, concrete curb replacement, permanent sidewalks, delineator curb systems, and lane separators. They can also be field formed down to a 5-foot radius which make them great for roundabouts, traffic circles, and islands.

RubberForm's Engineered Rubber Curb is a versatile customer-designed curbing system meant for a variety of traffic calming shapes that can be formed to your needed specifications.

Key Features

- Easy to install, remove, and relocate – for temporary or permanent use
- Flexible – conforms to road curvature and any asphalt or concrete surface
- Extremely durable – withstands heavy traffic impacts
- Resistant to temperature, UV light, oils/fuels, salts, and moisture
- Will not chip, crack, crumble, or spall
- Made in the USA with 100% American recycled rubber



Made in the USA



100% Recycled Material



Increase LEED Score



75 Michigan St. Lockport, NY 14094



RubberForm.com



716.478.0404



sales@rubberform.com



ENGINEERED RUBBER CURB SPECIFICATIONS

Models

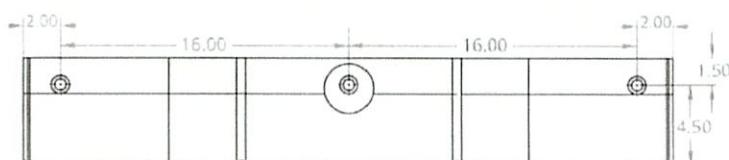
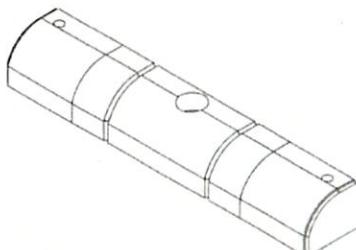
RF-ERC36-BLK/WHT/YLW

- Rubber Curb without post hole
- Optional: Plain Black, White or Yellow stripes



RF-ERC36P-BLK/WHT/YLW

- Rubber Curb with post hole
- Optional: Plain Black, White or Yellow stripes



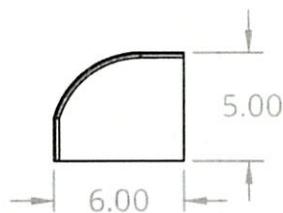
Specifications

- 32 lbs per curb
- 5"H x 6"W x 36"L
- 3 foot sections
- 3 mounting holes per curb
- Color Options: Plain Black or Plain Black with 2 White or Yellow stripes
- Available with or without post hole

Hardware Kit

RF-ERC36HWK

- 3 - 3/8" x 7" Lag Bolts
- 3 - 3/8" x 1" Washer
- 3 Anchors
- 3 Black Rubber Caps
- 1 Dual Flange Connector



75 Michigan St. Lockport, NY 14094



RubberForm.com



716.478.0404



sales@rubberform.com

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Charleston County School District ("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) _____
Sanders Road and West Wildcat Blvd.

as shown and designated on a plat entitled _____
RIGHT OF WAY & EASEMENT PLAT, prepared for Charleston County School District, City of Charleston, Charleston County, SC

prepared by David E. Lukac, Jr. SCPLS #28600 of Mckim & Creed,
dated August 15, 2024, revised May 9, 2025, and recorded on _____
in Plat Book _____ at Page _____ in the _____ Office for Charleston County.
Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Charleston County School District dated 11/13/1996 and recorded in Book N276 at Page 577 in the RMC 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.:

306-00-00-011

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 5 day of June 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Charleston County School District Grantor


Witness Number One

Witness Number One

Krystal Grigg
Printed Name

100

Q 13
Witness Number Two

2000

2000-01


Steve Hamer, P.E.
Printed Name

Printed Name

* * * * *

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Charleston

This foregoing instrument was acknowledged before me (the undersigned notary) by Steve Hamer, P.E., the Associate of Facilities Management of Charleston County School District, a Board of Trustees, on behalf of the Grantor on the 5 day of June, 2025.

Signature of Notary: John A. Miller

Print Name of Notary: Rosana Cárdenas

Notary Public for South Carolina

My Commission Expires: 9/12/2021



STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston) MORTGAGE AFFIDAVIT

PERSONALLY APPEARED before me Steve Hamer, P.E.,

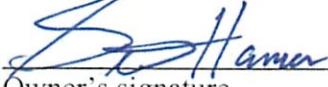
who, first being duly sworn, deposes and states as follows:

- That I/we am/are the owner(s) of certain piece(s) of real property more particularly described as follows (please attach or include below a legal description of the property):

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 "SANDERS ROAD" and "WEST WILDCAT BLVD" on that certain plat entitled "RIGHT OF WAY & EASEMENT PLAT PREPARED FOR CHARLESTON COUNTY SCHOOL DISTRICT CITY OF CHARLESTON, CHARLESTON COUNTY, SC" prepared by David E. Lukac, Jr., SCPLS #28600, of McKim & Creed, dated August 15, 2024 and recorded in the Charleston County Register of Deeds Office in Book at Page , on , said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

- That there is/are no mortgages, liens, judgments, lis pendens, or delinquent tax liens, or delinquent taxes on said real property.

FURTHER AFFIANT(S) SAITH NOT. Charleston County School District


Owner's signature

Steve Hamer, P.E.

Name printed

Owner's signature

Name printed

Subscribed to and sworn to before me this
5 day of June, 2025


Notary Public of South Carolina

My Commission Expires: 9/12/2027



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

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between CHARLESTON COUNTY SCHOOL DISTRICT ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

RECITALS

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

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

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

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

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

5. **Destruction.** The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. **Encroachment Agreement.** Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. **Title.** Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
8. **No Third Party Rights.** This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. **Entire Understanding.** This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.
10. **Amendment.** This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. **Miscellaneous.** Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
13. **Effective Date.** Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement

rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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

WITNESSES:

Print Name: Krystal Grigg
Witness #1

Print Name: Dennis Buege
Witness #2

GRANTOR: CHARLESTON COUNTY
SCHOOL DISTRICT

By: Steve Hamer
Print Name: Steve Hamer
Its: _____
Date: _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
Steve Hamer P.E., the Associate of Facilities Management of
Charleston County School District, on this 5 day of June, 2025.

Signature: Rosana Cardenas
Print Name of Notary: Rosana Cardenas
Notary Public for South Carolina
My Commission Expires: 9/12/2021

SEAL OF NOTARY



[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

WITNESSES:

CITY OF CHARLESTON

Print Name: _____

Print Name: _____

Witness #1

Its: _____

Date: _____

Print Name: _____

Witness #2

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, on this _____ day of _____.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

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EXHIBIT A**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, measuring 130.51 acres, more or less, as shown on a plat entitled: "RECOMBINATION & PROPERTY LINE ADJUSTMENT PLAT PREPARED FOR CHARLESTON COUNTY SCHOOL DISTRICT, CITY OF CHARLESTON, CHARLESTON COUNTY, SC", prepared by David E. Lukac, Jr. SCPLS #28600, said plat dated May 23, 2017 and recorded in Book L17 at Page 453 in the ROD Office for Charleston County.

TMS No. 306-00-00-011

This being the same property conveyed to the Charleston County School District by: deed of the Whitfield Company recorded in the Charleston County ROD Office on November 13, 1996 in Book N276 at Page 577; by deed of Mark A. Crowley recorded on October 17, 2006 in Book D602 at Page 259; by deed of Steve Muckenfuss and Caroline Muckenfuss recorded on October 24, 2006 in Book F603 at Page 802; by deed of Steven R. Tague recorded on October 27, 2006 in Book D602 at Page 514; by deed of Karen C. Welch recorded on November 1, 2006 in Book C604 at Page 307 ; and by deed of Ralph D. Crowley, Jr. recorded on November 1, 2006 in Book B604 at Page 897.

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

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "Right of Way Plat of West Ashley Campus for Charleston County School District," prepared by David E. Lukac (SCPLS No. 28600), dated August 15, 2024, last revised on the date shown thereon, and recorded on August 4, 2025, in Plat Book L25 at Pages 0302 through 0303 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

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 Charleston County School District
to 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): Conveyance to Government Entity (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: _____

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 Associate of Facilities Management.

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.

Charleston County School District

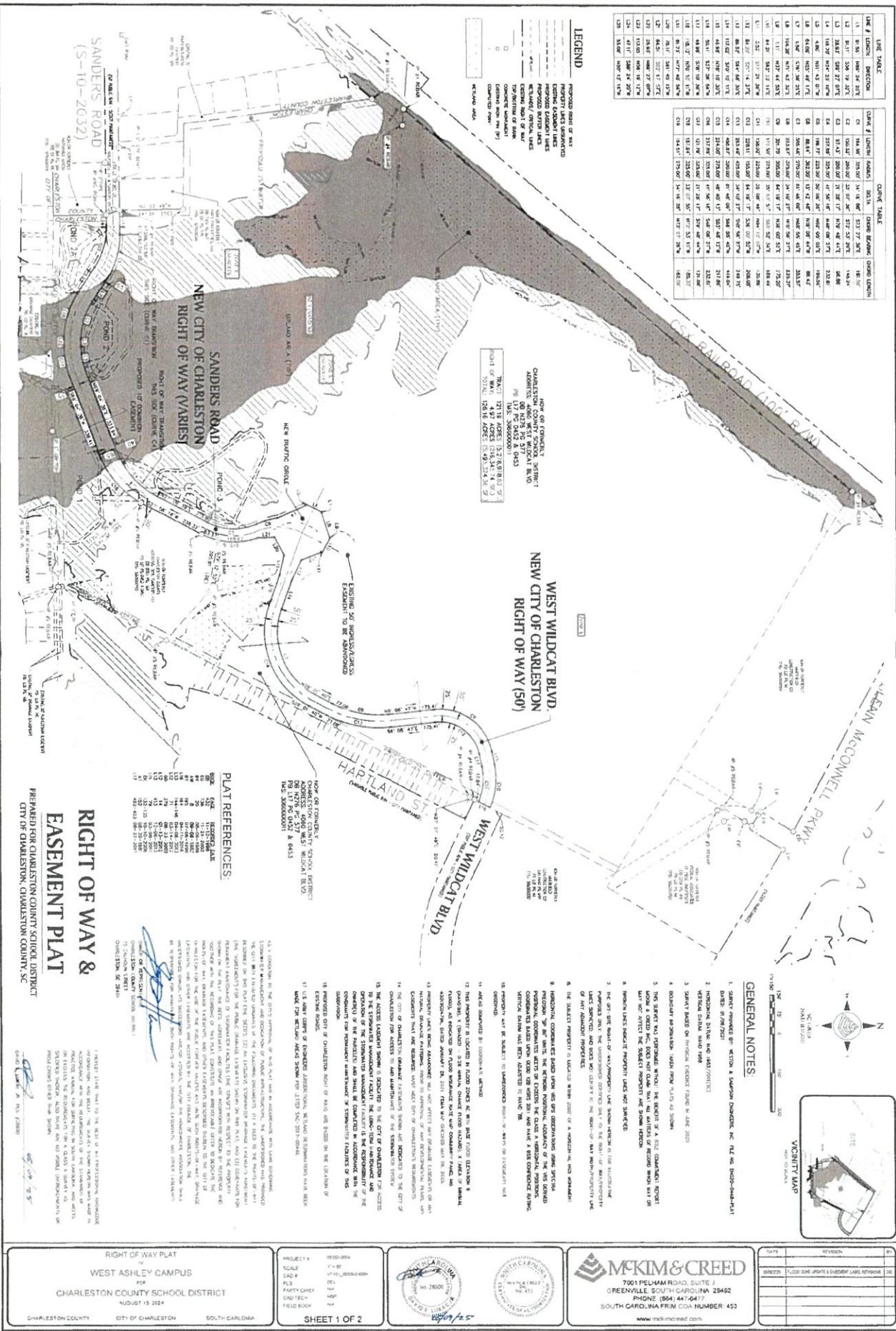


Responsible Person Connected with the Transaction

Steve Hamer, P.E.
Print or Type Name Here

Sworn this 5 day of June 2025

Notary Public for South Carolina
My Commission Expires: 9/12, 2021



RIGHT OF WAY PLAT
v
WEST ASHLEY CAMPUS
FOR
CHARLESTON COUNTY SCHOOL DISTRICT
AUGUST 15, 2024

CHARLESTON COUNTY CITY OF CHARLESTON SOUTH CAROLINA

PROJECT #	08181-2004
SCALE	1" = 80'
CAD #	VI-111-05362-6094
PLS	DEL
PARTY CHIEF	NRA
CAD TECH	NRP
FIELD BOSS	NRA



DATE	REVISION	BY
08/02/2011	FLOOD ZONE UPDATES & ENDMENT LABEL, REVISION	JHR

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is entered into as of the _____ day of _____, 2025 (the "Effective Date"), by and among CHARLESTON COUNTY SCHOOL DISTRICT ("Grantor") and the CITY OF CHARLESTON, a South Carolina municipality (the "City" or "Grantee") (Collectively the "Parties").

WHEREAS, Grantor is the owner of that certain parcel of land, together with the improvements thereon, located in the City of Charleston, Charleston County, South Carolina, shown and described as "SCHOOL" on that certain plat entitled, "SOUTH WINDERMERE CHARLESTON COUNTY SOUTH CAROLINA," dated October 1951 and prepared by J. O'Hear Sanders, Jr., Surveyor, recorded in the Charleston County RMC Office in Plat Book H at Page 99 on October 26, 1951 (the "School"); and

WHEREAS, Grantor previously granted the City of Charleston a permanent non-exclusive storm water drainage easement in and to the School to install, expand, and/or maintain storm water drainage ditches and appurtenances ("Stormwater System"), as more fully shown on the plat entitled, "NEW VARIABLE WIDTH CITY OF CHARLESTON DRAINAGE EASEMENT" prepared by Phillip P. Guerard, SCLPS #26596, dated August 30, 2022 and last revised on the date shown thereon, recorded in the Charleston County Register of Deeds Office in Book L24 at Page 0077 on March 1, 2024 ("Easement" or "Easement Area"); and

WHEREAS, Grantor has agreed to grant the City a temporary construction easement in and to the Temporary Construction Easement Area (the "*Temporary Easement Area*") as more fully shown on the plat entitled, "_____ - _____" prepared by _____, SCLPS # _____, dated _____, recorded in the Charleston County Register of Deeds Office in Book _____ at Page _____ on _____. A copy of said Plat is attached hereto and incorporated herein by reference as Exhibit A, all on the terms and conditions more particularly set forth hereinbelow.

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and releases to the Grantee a non-exclusive temporary thirty-foot (30') construction easement ("*Temporary Easement*") over and across the Temporary Easement Area, and in connection therewith, and in limitation thereto and in furtherance thereof, the parties agree as follows:

1. Easement Terms: Grantee (and its agents, employees and contractors) shall be entitled to enter onto the Temporary Easement Area, during daylight hours and in such locations as approved by Grantor for purposes of installing new stormwater drainage pipes and appurtenances in the Easement Area, subject to all local ordinances. Construction impacts within the Temporary Easement Area shall not occur while school is in session. School session means hours of 6:30am-4:00pm, Monday to Friday, beginning August 4, 2025

until June 1, 2026 and the school session restrictions will begin again at the day classes resume in August 2026, or as adjusted by the District when the 2026 school calendar is finalized. In the event the use of heavy equipment is required by the City for installation, maintenance, repair or replacement of the Stormwater System, City shall notify Grantor in writing no later than ten (10) business days in advance of the type of equipment necessary and the dates such equipment will be used on the Property. In the event of an emergency, the City will use best efforts to provide at least 24 hours' notice prior to the work commencing and coordinate with the Grantor to ensure less disruption to the school operations. City agrees, at its sole expense, to repair all damage to the Temporary Easement including without limitation parking areas and restriping, and to replace, relocate or compensate Grantor for any trees, plants, grass, or shrubs damaged or destroyed by City or its agents, employees or contractors, within the confines of the Temporary Easement during the conduct of the City's allowable activities as described above.

2. Term: The term of this Easement shall be twelve (12) months from the Effective Date. The Term may be extended by mutual agreement of the Parties.
3. Attorneys' Fees: Either party may enforce this Agreement by appropriate action and the prevailing party in such litigation shall recover, along with costs, a reasonable attorney's fee.
4. Incorporation of Recitals. The above recitals, or "whereas clauses" are incorporated herein and made a part hereof.

Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Temporary Easement is accepted by the City Council of Charleston.

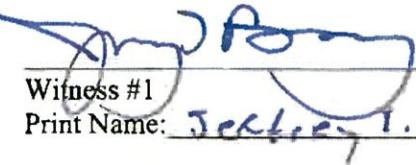
TO HAVE AND TO HOLD all and singular, the said Temporary Easement unto the Grantee, its successors and assigns, and the Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular said Temporary Easement unto the Grantee herein, its successors and assigns, against itself, and its successors and assigns, lawfully claiming or to claim the same or any part thereof.

Signature Pages to Follow

(Remainder of page intentionally left blank)

In Witness Whereof, the Grantors and Grantee have executed this Temporary Construction Easement Agreement on the 25 day of August, 2025.

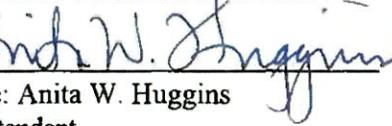
WITNESSES:



Witness #1
Print Name: Jeffrey T. Borowy

CHARLESTON COUNTY SCHOOL

DISTRICT

By: 

Print Name: Anita W. Huggins

Its: Superintendent

Witness #2

Print Name: Angela Barrette

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON

)

THE FOREGOING instrument was acknowledged before me (the undersigned notary) this day of August 25 2025, by CHARLESTON COUNTY SCHOOL DISTRICT, by Anita W. Huggins, its Superintendent.

Signature: Michelle Brewer

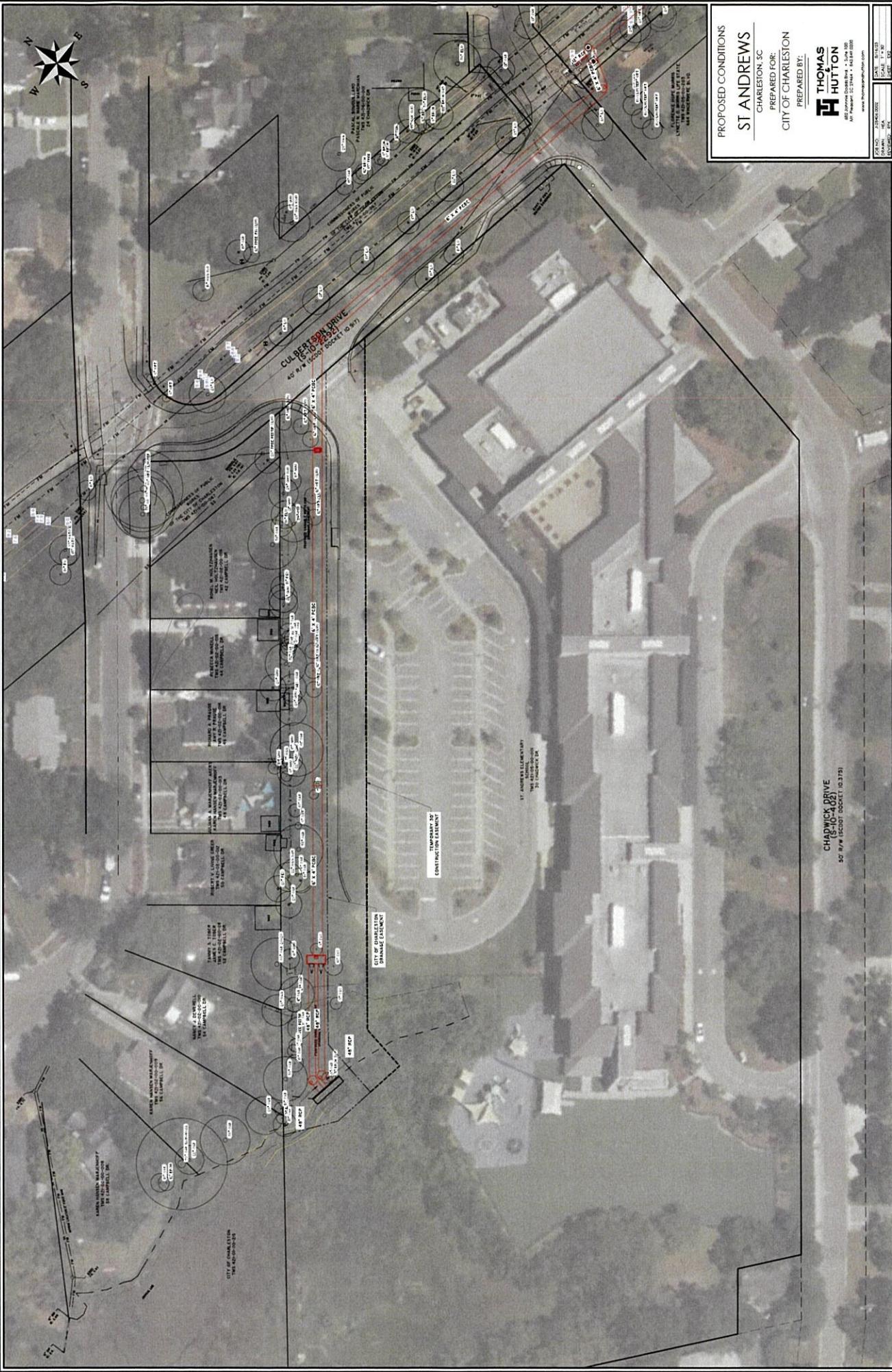
Notary Public for South Carolina

Print Name of Notary: Michelle Brewer

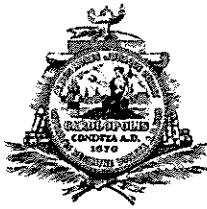
My Commission Expires: 11/2027

(SEAL OF NOTARY)





E4.)



WILLIAM S. COGSWELL, JR
Mayor

TIM KEANE
Section Chief

*City of Charleston
South Carolina
Planning, Permitting and Engineering Section*

August 5, 2025

JuLeigh Flemming, PE
District Permit Engineer
South Carolina Department of Transportation
6355 Fain Street, North Charleston, SC 29406

Re: City of Charleston Maintenance Agreement
Windermere Neighborhood
Drainage Improvements Project

Dear Ms. Flemming:

On behalf of the City of Charleston, this letter serves as formal confirmation that the City agrees to assume full maintenance responsibility for the ongoing maintenance of all box culverts associated with the Windermere Neighborhood Drainage Improvements Project. This commitment includes the following infrastructure components:

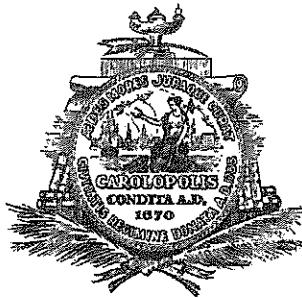
1. Box Culvert crossing Windermere Boulevard
2. Box Culverts along William Ackerman Lane
3. Box Culvert Crossing of Chadwick Drive
4. In addition, the City agrees to take over maintenance responsibilities for both the box culvert and the roadway along Culbertson Drive, specifically between Chadwick Drive and Campbell Drive.

This agreement is made in support of the collaborative efforts between the City of Charleston and SC DOT to improve drainage infrastructure and ensure long-term functionality and resilience within the Windermere neighborhood.

Should you have any questions or require further documentation, please do not hesitate to contact our office.

Sincerely,

Tim Keane



Ratification
Number _____

AN ORDINANCE

AMENDING THE STORMWATER DESIGN STANDARDS MANUAL AS SET FORTH IN EXHIBIT A, ATTACHED HERETO TO PROVIDE UPDATES REFLECTING ADVANCES IN TECHNOLOGY AND EXPERIENCE RELATED TO STORMWATER MANAGEMENT.

WHEREAS, pursuant to Sec. 27-28 of The Code of the City of Charleston, City Council adopted a Stormwater Design Standards Manual on January 12, 2010; and

WHEREAS, City Council subsequently adopted revisions to the Stormwater Design Standards Manual on February 8, 2011, February 26, 2013 and February 25, 2020; and

WHEREAS, Sec. 27-28 of The Code of the City of Charleston provides that the Stormwater Design Standards Manual "shall be updated as needed to reflect advances in technology and experience related to stormwater management;" and

WHEREAS, the Department of Development Services prepared updates to the Stormwater Design Standards Manual, as detailed below, and can also be found in Stormwater Design Standards Manual, attached hereto as Exhibit A:

- (a) "Minor revisions to manual dates throughout the document.
- (b) Replacing 'Department of Stormwater' with 'Department of Development Services' in several locations.
- (c) The inclusion of all Technical Procedure Documents as an appendix to the Stormwater Design Standards Manual; this includes three new Technical Procedure Documents that have not previously been published (#9, #10, and #12).
- (d) Additional text and revisions to the language in Technical Procedure Documents #4 and #6.
- (e) Removing Section 3.5.2 .
- (f) Additional text added to Section 1.5.4.1 include Berkeley County where Charleston County is being referenced.
- (g) Additional language added to Section 3.4.1 stating: "All modeling results must be presented to the hundredth place."

(h) Additional language added to Section 3.4.2 stating: 'Rainfall intensities must be pulled from the most recent NOAA Atlas Point Precipitation Frequency Estimates Map for the specific site area and a 10 percent safety factor must be applied to each value.'

(i) Additional language added to Section 3.4.6 stating: 'When a project is solely for drainage infrastructure improvements, and not associated with a development, these standards should be achieved to the Maximum Extent Practicable (MEP) within the constraints of the project. For projects that propose to complete drainage improvements to support an associated development, then these standards shall be met. Note that the design storm for all public infrastructure is the 4 percent 24-hour storm event probability unless stated otherwise.'

(j) Text revisions to Section 3.4.6.1 #2 stating: 'A technical procedure document on computer modeling for velocity computations has been provided in this manual, but if five tenths of 1 percent [0.005 ft/ft] pipe slope or greater can be provided then no additional velocity computations are required. for pipes flowing full or half full. Often the controlling factor is velocity rather than grade.'

(k) Additional language added to Section 3.4.6.2 #1 stating: '... as defined in the SCDOT Requirements for Hydraulic Design Studies manual.'

(l) Additional language added to Section 3.4.6.2 #5 stating: 'This can be done with a reduction in the overall culvert size or utilizing a bottom clip to obtain the necessary factor of safety.'

(m) Additional language added to Section 3.4.6.2 #6 stating: '*SCDOT Requirements for Hydraulic Design Studies* manual.'

(n) Additional language added to Section 3.5 stating: 'All requirements of this section need to be met for the entire parcel in question but does not apply to parcel areas that are less than 1 acre or sites with a greater than 80 percent existing building footprint that is not being removed.'

(o) Major revisions to Sections 3.5.1, 3.5.2, 3.6 and 3.6.1 .

(p) Revised the title of Section 3.7 to 'Sea Level Rise and Tailwater Conditions' and added additional language stating: 'The tidal range used in any stormwater model must match the range shown at the most adjacent tidal station (NOAA stations are acceptable). The bottom of the range must be vertically adjusted so that the top matches the required high water elevation of 5.5' NAVD88. This condition can be included in the boundary set and applied to the furthest downstream node or entered at the furthest downstream node in a time / stage table. The tidal data must be extended a minimum of 24 hours or long enough to show that all SWDSM requirements are being met. The model can show the tide changing from the low water elevation to high water elevation every six hours, but the peak of boundary condition must be adjusted to match the peak of the model's hydrograph. Please note that all offsite runoff that will impact the tailwater condition of this site will also need to be included in the model being used to show compliance with the requirements of this manual. This modeling effort is required regardless of if a 1% analysis is needed for a project and the modeling may need to be extended downstream if there is

a constriction that will impact the tailwater condition for this project. An alternative to utilizing dynamic tailwater conditions and offsite modeling is to take a conservative approach by modeling a peak static and 'free' tailwater condition and taking the worst-case values of each storm event analysis to show compliance with the City's requirements listed elsewhere in this document.'

- (q) Major revisions to Section 3.9.2.
- (r) Additional language added to Section 3.9.3 stating: 'All designs must also account for the discharge rates and volumes into the downstream and adjacent properties if proper easements and permissions are not in place. Unless the discharge rates and total volumes for the site's discharge locations onto downstream and adjacent properties match the pre-development conditions, a legal right from that property owner or a proper drainage easement for any increase in runoff rates and volumes would be required.'
- (s) Text revisions made to Section 3.9.4 stating: 'Construction, development, and redevelopment activities that disturb 1 acre or more or a project that needs to meet the rate and volume reduction requirements of section 3.6.1 ~~the requirements of section 3.6.1~~ shall include a hydrologic/hydraulic analysis to determine the impacts of the proposed development during the 1 percent AEP, 24-hour storm event.'
- (t) Text revisions made to Section 3.10 stating: 'The forebay shall be sized to contain 0.1 inch of runoff per impervious acre of contributing area. The forebay shall be a minimum of 2 feet deep with the top of the associated berm being no more than 0.5' below the normal water level. The volume in the forebay counts towards the total water quality volume requirements of the BMP if it is above the normal water level. As an alternative, the forebay may be designed to meet a sediment trapping efficiency of 60 percent.'
- (u) Text revisions made to Section 3.10.2 stating: 'The detention volume from detention facilities shall be drained within 0.10 feet of the normal water surface elevation from the structure within 72 hours ~~For instances or where the modeling still shows minimal discharge from the detention facilities after 72 hours, a second storm event analysis can be performed to show the detention facilities still have 0.5 feet of available freeboard. The storm being analyzed for this requirement is the 4 percent AEP storm event for all projects not located in the Church Creek Basin which requires the 1 percent AEP storm event for analysis (see section 3.6.3 for specific Church Creek Basin requirements).~~'
- (v) Text revisions made to Section 4.5.2 stating:
'A construction, development, or redevelopment activity that falls within the following parameters shall use a Type I application:
 - Construction, development, or redevelopment activities disturbing 0.5 acre to 1 acre. And ~~not within 0.5 mile of a receiving water~~.
 - ~~Construction, development, or redevelopment activities disturbing less than 0.5 acre and that are within 0.5 mile of a receiving water~~.
- (w) Text revisions made to Section 4.5.3 stating:
'A construction, development, or redevelopment activity that falls within the following

parameters shall use a Type I application:

- Construction, development, or redevelopment activities disturbing at least 1 acre, but less than 5 acres, ~~, regardless of proximity to a receiving water~~
- ~~Construction, development, or redevelopment activities disturbing 0.5 acre to 1 acre within 0.5 mile of a receiving water.~~

(x) Revised section 4.8.3 to have permits expire in 24 months instead of 12 months as shown in the attached Stormwater Design Standards Manual that will replace the previously adopted document.

WHEREAS, City Council now wishes to adopt staff's proposed revisions to the Stormwater Design Standards Manual as detailed above and more fully shown in Exhibit A, attached hereto.

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

Section 1. The Revised Stormwater Design Standards Manual, dated _____, 2025, attached hereto as Exhibit A, is hereby adopted, as amended, to provide updates reflecting advances in technology and experience related to stormwater management.

Section 2. The revisions to the Stormwater Design Standards Manual, as set forth in Exhibit A, shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the year of Our Lord, 2025, in the 25th Year of the Independence of the United States of America.

By: _____
William S. Cogswell, Jr., Mayor

ATTEST: By: _____
Jennifer Cook
Clerk of Council



Stormwater Design Standard Manual

2025 Revisions

City of Charleston Department of Development Services



2025

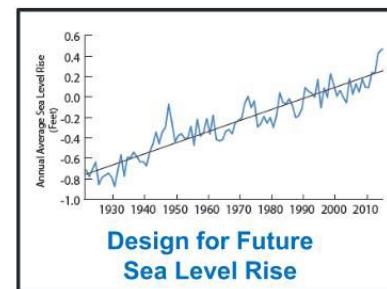
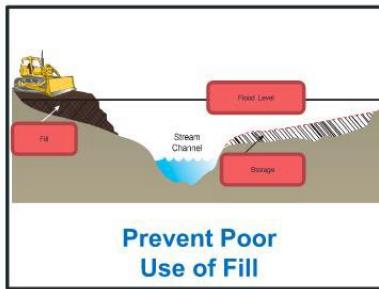
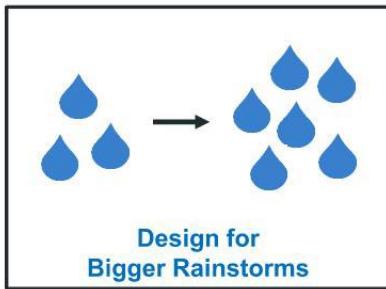
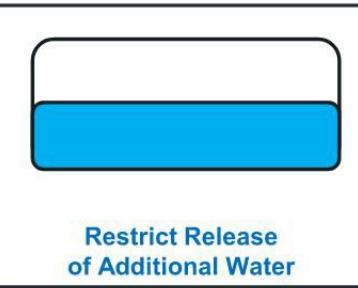


Meeting Agenda

SWDSM 2025 Revisions

- Current Manual
- Purpose of Revisions
- Manual Revisions
- Questions

City of Charleston Stormwater Design Standards Manual Update 2020



Current Manual

- Implemented July 2020
- Heavy emphasis on reductions in discharge rates and volumes for all projects located in Areas of Known Flooding.
- Accounts for Potential Sea Level Rise
- Additional Requirements for publicly dedicated systems.
- Prevents adverse impacts to downstream properties
- Additional Technical Procedure Documents developed by provide clarification to the requirements detailed in the manual.



Purpose of Revision

- Reduce the complexity in the requirements while maintaining a high technical standard that helps reduce flooding in specific areas.
- Focus flood reduction requirements on larger parcels with bigger impacts
- Attempt to remove the ambiguity that is present within the manual
- Create optional simplified approaches to address complex requirements
- Incorporate Technical Procedure Documents into the manual.
- Create a plan to revise the manual on an annual basis to incorporate feedback and ensure that the intent is being met.

Manual Revisions

Permitting Process

- Revised the Construction Activity Applications (CAAs) to only be required for land disturbance greater than 0.5 acre.
 - CAAs previously required for sites within 0.5 mile of a Coastal Receiving Water.
 - General manual requirements kick in once a CAA is required
 - State permit is required for land disturbance greater than 1 acre.
 - state and federal permits must still be obtained as applicable.
- Revision to Section 4.8.3 (Expiration of City Approval)
 - *A CAA Approval will remain valid for up to five years from the date of issuance, provided that the project is in compliance with the City of Charleston Ordinance and this SWDSM and is not inactive for a period of 24 consecutive months. Construction, development, and redevelopment activities shall be initiated within 24 months of issuance of the City approval. Failure to initiate these activities will render the approval invalid at the end of the twenty-fourth month.*

Manual Revisions

Redevelopment Requirements

- Current requirement: *These requirements must be met if the parcel has more than 20% of its land as impervious surfaces and improvements over past 5 years exceed 50% of total site value (site value includes structures)*
- Applicability Revision: ***All requirements of this section need to be met for the entire parcel in question but does not apply to parcel areas that are less than 1 acre or sites with a greater than 80 percent existing building footprint that is not being removed.***
- Still includes three different options to meet this requirement
 - impervious area reduction (can utilize permeable pavers)
 - 24-hour volume control
 - discharge rate reduction

Manual Revisions

Special Protection Area (SPA) Requirements

- Combined two separate SPA requirements into one to make it more clear
- Applicability Revisions: *The following design criteria shall be used for projects discharging to receiving waters within these special protection areas outside of linear projects located on existing public infrastructure (i.e. addition of sidewalks or turn lanes)*
- Runoff reduction requirements will only apply to parcel areas of 1 acre or more when a CAA is required (i.e. also disturbing more than 0.5 acre or part of Larger Common Plan)
 - Previously applied to parcel areas of 0.5 acres or more
- The runoff reduction requirement has been reduced and a simplified option has been provided for projects that can document no additional runoff generated from their proposed layout
 - The requirements are further reduced if Low Impact Development is being proposed or the project is utilizing City Funding
 - Simplified option: can provide a set storage volume based on historical data instead of providing detailed computations
- For parcel areas of less than 1 acre that increase impervious area by 500 sf and do not require a CAA, the following table is the only requirement.

Table 3-5. Runoff Control Practices

Reduction Practice	Requirement
Disconnect Downspouts from Impervious Areas or Piped Systems	500 sf of impervious area allowed per 500 sf of roof area disconnected
Install Rain Barrel	500 sf of impervious area per 50 gallon rain barrel installed
Install Rain Garden	500 sf of impervious area allowed per 50 sf of rain garden installed
Install Infiltration Trench	1' deep x 2' wide trench filled with clean sand along each side of surface features such as driveways or patios with no more than 15 feet of linear unit area flowing to the feature

Manual Revisions

Other Technical Revisions

- Water Quality Requirements – Provided additional information on all acceptable computation methodologies (3.9.2)
- Storage Recovery – Revised language to allow stormwater systems to drain within an acceptable tolerance (3.10.2)
- Self Cleaning Velocity – Revised language to state that computations are not required if a 0.5% pipe slope is provided (3.4.6.1)
- 1% Storm Analysis – Revised language to provide conservative approach to addressing fill displacement (TPD #4)
- Culvert Analysis – Provided clarification on how to model culverts (3.4.6.2)
- Peak Water Surface Elevation Reporting – Revised language to allow a water surface elevation increase within an acceptable tolerance (TPD #4)
- Tailwater Conditions – Revised language to provide conservative approach to accounting for tailwater conditions (3.7)
- Drainage Infrastructure Improvement Projects (3.4.6)
 - *When a project is solely for drainage infrastructure improvements, and not associated with a development, these standards should be achieved to the MEP within the constraints of the project. For projects that propose to complete drainage improvements to support an associated development, then these standards shall be met.*

2025



Questions

SWDSM 2025 Revisions

**City of Charleston
Construction Change Order**

PROJECT: 221635 (NUMBER) Forest Acres Phase 2A and 2B Drainage Improvement Project (NAME)

CONTRACTOR: Gulf Stream Construction Company

CHANGE ORDER NO.: 11

1. Description of the Change Order:

(Reference any attachments by name and date)

Muck and fill and installation of 320 linear feet of riprap toe along Phase 2B Channel Banks, adjacent to Palmilla Apartments Dog Park.
-Rates established in this change order will act as unit rates to be verified by truck tickets.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$ 10,967,819.66
Change by Previously Approved Change Orders.....	\$ -786,193.03
Contract Amount prior to this Change Order	\$ 10,181,626.63
Amount of this Change Order	\$ 128,750.30
New Contract Amount, including this Change Order	\$ 10,310,376.93

3. Adjustments in Contract Time:

Original Date for Substantial Completion.....	11.29.2023
Change in Days by Previously Approved Change Orders.....	337 Days
Change in Days for this Change Order	Days
New Date for Substantial Completion	10.31.2024

4. Amount of this Change Order performed by MBE..... \$ 0

Thomas and Hutton
Architect/ Engineer

682 Johnnie Dodds Blvd
Suite 100
Mt Pleasant, SC 29464
Address

Gulf Stream Construction Company
Contractor

1983 Technology Drive
Charleston, SC 29492
Address

City of Charleston
Owner

80 Broad St
Charleston, SC 29401
Address

Hillary Aton
Signature

Logan Todd
Signature

Signature

By: Hillary Aton

By: Logan Todd

By: Amy K. Wharton

Date: 9/9/2025

Date: 9/3/2025

Date: _____



1983 Technology Drive • Charleston, SC 29492

(843) 572-4363 • Fax (843) 572-9609

www.gulfstreamconstruction.com

To:	City Of Charleston	Contact:
Address:	823 Meeting Street Charleston, SC 29403 USA	Phone: (843) 720-1983 Fax: (843) 724-7300
Project Name:	Forest Acres 2A & 2B - COR Rip Rap Ditch	Bid Number: 20213409
Project Location:	Playground Rd., Charleston, SC	Bid Date: 8/4/2025
Addendum #:	1	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price
Muck And Fill Allowance					
100		Muck/Fill - Allowance	750.00	CY	\$65.00
Total Price for above Muck And Fill Allowance Items:					\$48,750.00
Rip Rap Allowance					
200		Rip-Rap Class B - Allowance	170.00	TON	\$470.59
Total Price for above Rip Rap Allowance Items:					\$80,000.30

Notes:

- This quote includes an allowance for both Muck/Fill and Rip Rap along the toe of 310 linear feet of ditch that has been identified as having unsuitable soils.
- The rates established in this change order will act as unit rates that will be verified by truck tickets.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: Gulf Stream Construction Company Inc
Buyer: _____	
Signature: _____	Authorized Signature: _____
Date of Acceptance: _____	Estimator: Logan Todd (843) 572-4363 ltodd@gulfstreamconstruction.com

	Unit Price	Unit	Quantity	
Muck/Fill Allowance				
Material - Offsite Disposal	\$ 3.75	CY	750	\$ 2,812.50
Trucking - Haul Off	\$ 13.14	CY	750	\$ 9,856.00
Material - Borrow	\$ 10.42	CY	750	\$ 7,812.00
Crew Time	\$ 17.06	CY	750	\$ 12,795.31
				\$33,275.81
Rip Rap Class B Allowance				
Material - Aggregate	\$ 74.20	TON	170	\$ 12,613.37
Trucking - Haul Off	\$ 24.90	TON	170	\$ 4,233.00
Crew Time	\$ 301.06	TON	170	\$ 51,179.93
				\$68,026.30

**CONSTRUCTION CONTRACT
CHANGE ORDER**

Project: Forest Acres Phase 2A and 2B
Drainage Improvement Project Construction Contract: Contract I
Change Order Number: 11

Owner: City of Charleston Date Issued: September 2, 2025
Contract Dated: June 21, 2022

Contractor: Gulf Stream Construction
Company Inc. Engineer's Project Number: 23595.0004

The Contract is changed as follows:

- Muck and fill and installation of 320 linear feet of riprap toe along Phase 2B Channel Banks, adjacent to Palmilla Apartments Dog Park.
- Rates established in this change order will act as unit rates to be verified by truck tickets.

Not valid until signed by the Owner, Engineer, and Contractor.

Adjustments in the Contract Sum:

The original Contract Amount was \$10,967,819.66
Net change by previously authorized Change Orders \$ -786,193.03
The Contract Amount prior to this Change Order was \$10,181,626.63
The new Contract Amount will be (increased) (decreased) (unchanged)
by this Change Order in the amount of \$ 128,750.30
The new Contract Amount including this Change Order will be \$10,310,376.93

Adjustments in the Contract Time:

Original Substantial Completion Date 11/29/2023
Sum of Previously Approved Increases and Decreases (337) days
Date of Substantial Completion prior to this Change Order 10/31/2024
The Contract Time will be (increased) (decreased) (unchanged) by (0) days
The date of Substantial Completion as a result of this Change Order therefore is 10/31/2024

ENGINEER RECOMMENDATION

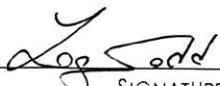
Hillary Aton
ENGINEER


Hillary Aton
SIGNATURE

9/4/2025
DATE

CONTRACTOR ACCEPTANCE

Logan Todd
CONTRACTOR


Logan Todd
SIGNATURE

09.02.2025
DATE

Agreement Regarding Underground Electric
(56 State Street)

THIS Agreement Regarding Underground Electric (“Agreement”) is made and entered into effective as of the _____ day of _____, 2025 (the “Effective Date”), by and between **56 STATE SC PROPERTY LLC**, a Delaware limited liability company, its successors and assigns (“Owner”), and the **CITY OF CHARLESTON**, a South Carolina municipal corporation (“City” or “City of Charleston”).

RECITALS:

WHEREAS, Owner owns and is redeveloping the property located at 56 State Street, Charleston, South Carolina, TMS # 458-05-03-108 (the “Property”); and

WHEREAS, in connection with the redevelopment of the Property, the parties desire to have the adjacent overhead electric and telecommunications lines (collectively, “Lines”) placed underground by **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation (“Dominion”); and

WHEREAS, the City and Dominion, together with owners of property located along Cumberland Street, Concord Street, and Market Street, are working on a district-wide program to have overhead Lines placed underground; and

WHEREAS, the City and Owner intend for Owner to participate in the district-wide program once established but desire for the redevelopment of the Property and placement of adjacent Lines underground to proceed; and

WHEREAS, Dominion has performed the design work and prepared plans for such underground Lines adjacent to the Property, which plans are attached hereto as **Exhibit A** (the “Plans”) and is prepared to move forward with the work in accordance with the Plans (the “Phase 1 Work”); and

WHEREAS, the City and Owner desire to enter into this Agreement for the funding of the Phase 1 Work, with each party to receive credit or reimbursement as applicable under the district-wide program once established;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Funding of Phase 1 Work. The City will designate the Phase 1 Work as a project to be funded from the non-standard service fund (the “Fund”) established under the City’s franchise agreement with Dominion (formerly South Carolina Electric & Gas Company). Upon such designation and availability of funding from the Fund, Dominion

will proceed with the Phase 1 Work, and Owner will be responsible to reimburse the City for fifty percent (50%) of the total costs of the Phase 1 Work that is funded from the Fund (the “**Phase 1 Costs**”) in accordance with Paragraph 2 below.

2. **Reimbursement of Shared Costs.** Following completion of the Phase 1 Work, all invoices of the Phase 1 Costs will be provided to the City and Owner, and Owner will reimburse to the City fifty percent (50%) of the Phase 1 Costs. Payment of such reimbursement to the City will be made by Owner within ninety (90) days following completion of the Phase 1 Work and submittal of the required evidence thereof.

3. **District-Wide Program.** Upon establishment of a district-wide program for the placement of Lines underground that includes the Property, each of the City and Owner will receive credit for payments made for the Phase 1 Work under this Agreement toward their respective obligations under the district-wide program. To the extent that either the City or Owner has contributed payments in excess of their respective obligations under the district-wide program, each shall be entitled to reimbursement of such excess payments, such reimbursements to be funded in accordance with the district-wide program.

4. **Miscellaneous.**

a. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Further, a photographic, photostatic, facsimile or other reproduction of a signature to this Agreement, when delivered to evidence the actual execution of this Agreement by a party hereto, shall be deemed to be the execution of this Agreement by such party and shall be enforceable as an original executed document.

b. The parties represent and warrant to each other that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

c. The headings of this Agreement are for convenience of reference only and do not in any way limit or amplify the terms and provisions hereof.

d. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

e. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of South Carolina without application of conflicts of laws provisions that would require the application of the law of any other jurisdiction.

f. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall

remain in full force and effect and the parties shall use their best efforts to substitute a like but enforceable and valid provision in lieu of the unenforceable or invalid provision.

g. Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Agreement.

h. This Agreement supersedes all prior agreements, understandings, representations and statements, if any, regarding the subject matter contained herein, whether oral or written, and no amendment of this Agreement shall be valid and binding upon the parties unless made in writing and signed by an authorized officer on behalf of each of such party.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

Owner: **56 STATE SC PROPERTY LLC,**
a Delaware limited liability company

By: _____
Name: Daniel St. Clair
Its: Authorized Signatory

CITY: **CITY OF CHARLESTON**

By: _____
Name: William Cogswell
Title: Mayor

Attest: _____
Name: Jennifer Cook
Title: Clerk of Council

Exhibit A

Phase 1 Plans

[attached hereto]

