COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shealy

2. Approval of Minutes:
   September 22, 2020

3. Bids and Purchases

4. Police Department: Approval to submit an application to the SCDPS Coverdell Forensic Science grant program for $73,950 to be used to fund forensics equipment related to the opiate crisis. This grant is due on October 30, 2020. There is no match required for this grant.

5. Police Department: Approval to sign into a 3 year commercial lease agreement with the Charleston Housing Authority for use of a community space located within Gadsden Green to be utilized by the Police Department.

6. Fire Department: Approval to accept the 2020 State Homeland Security grant in the amount of $75,500 for Charleston FD Collapse Search and Rescue Team. There is no financial impact with this grant in the FY19 or 20 Budget. This is a no match grant.

7. Parks Department: Approval to submit the Keep South Carolina Beautiful 2021 Annual Support Grant (Palmetto Pride) in the amount of $10,000 for Keep Charleston Beautiful cleanup, beautification, and education programs. The grant application needs to be submitted by November 1, 2020. A City match is not required.

8. Office of Cultural Affairs: Approval to apply for a grant in the amount of $5,000 from the Joanna Foundation to support education and outreach efforts for the MOJA Arts Festival in 2020 continuing to the first half of 2021. A City match is not required.

9. Housing and Community Development: Request the Mayor and City Council approve an after-the-fact grant request in the amount of $10,000 to the Sisters of Charity Foundation (SOC). The grant when received would support the Warming Center. The Warming Center will be provided for unsheltered persons at the Arthur Christopher Community Center when the weather falls below a certain temperature. Two providers, Hibben United Methodist Church and Aldersgate United Methodist are not providing the services this year due to the COVID-19 Pandemic. The building owned by Charleston County located in North Charleston, where similar services were also provided is currently under renovation and will no longer be available for these services. This grant assists in meeting the budgetary needs of this initiative. A budget is
attached for your information along with the application submitted to the Sisters of Charity Foundation. No match is required for this grant.

10. Housing and Community Development: Request the Mayor and City Council approve an after-the-fact grant request in the amount of $50,000 to the Coastal Community Foundation (CCF). The grant when received would support the Warming Center. The Warming Center will be provided for unsheltered persons at the Arthur Christopher Community Center when the weather falls below a certain temperature. Two providers: Hibben United Methodist Church and Aldersgate United Methodist are not providing the services this year due to the COVID-19 Pandemic. The building owned by Charleston County located in North Charleston, where similar services were also provided is currently under renovation and will no longer be available for these services. This grant assists in meeting the budgetary needs of this initiative. A budget is attached for your information along with the application submitted to the Coastal Community Foundation. No match is required for this grant.

11. Housing and Community Development: Approval of an after-the-fact submission of an award application to the U.S. Conference of Mayors in the amount of $150,000 to develop six affordable housing units in partnership with the Charleston Redevelopment Corporation. There is no required nor recommended match. The application was submitted on October 9, 2020 in order to meet the deadline.

12. Stormwater Management: Approval to enter into an agreement with Charleston County and the Town of James Island to jointly assess and monitor the James Island Creek Watershed to comply with terms of the SCDHEC Total Maximum Daily Load (TMDL). Approval authorizes annual City expenditures of up to $25,000 towards these efforts. Funding will be budgeted in the 2021 Stormwater Utility Fund. (Also to be considered by the Committee on Public Works and Utilities)

13. Parks-Capital Projects: Approval of a Professional Services Contract with Bennett Engineering for the preservation of the St. Julian Devine Community Center Smoke Stacks in the amount of $160,000.00 with a $40,000.00 contingency for additional design work. Approval of this Professional Services Contract will obligate $200,000.00 of the project budget $3,146,883.26. Funding sources for this project are: 2015 General Fund Reserves ($250,000.00), 2018 General Fund Reserves ($300,000.00), Cooper River Bridge TIF ($2,340,000.00), and Charleston Parks Conservancy Contribution ($156,883.26). (This contract is based on the recommendation of the Committee on Ways and Means at their meeting on October 13, 2020.)

14. Fire Department: Approval to purchase a 2007 Pierce ladder truck in the not-to-exceed amount of $225,000 for reserve use by the department. The funding for this purchase will be from the sale of an existing piece of apparatus owned by the department. Sale proceeds are expected to exceed the cost of this ladder truck.

15. The Committee on Real Estate (Meeting was held on Monday, October 26, 2020 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884) (Meeting start times may be delayed due to prior meetings still in progress.)

a. Mayor and City Council approval is requested to amend the option to lease between the City of Charleston (herein, called the Landlord), Flatiron Partners, L.L.C., a North Carolina limited liability company and Classic Development Company, L.L.C., a South Carolina limited liability
company (collectively, herein called "Tenant") to extend the date of the Option to Lease from September 30, 2020 to December 31, 2020. The extension to the option to lease will allow the Tenant to secure final approval from the Design Review Committee (DRC) and Technical Review Committee (TRC) for the development of the James Lewis Jr., Apartments.

b. Authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Robert T. DeSaussure for the sale of 915 Sycamore Street for $201,637. Mr. DeSaussure will receive $50,000 in downpayment assistance from the City of Charleston, secure lender financing of $151,637, and pay his closing costs. This property is one of 7 new houses recently constructed in the Ashleyville-Maryville neighborhood and is targeted to individuals and/or families earning up to 80% of the Area Median Income. The property is deed-restricted, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants with an affordability period of 90 years. (TMS: 418-11-00-205; 915 Sycamore Street) [Ordinance]

c. An ordinance authorizing the Mayor to execute Quit Claim Deeds and any other necessary documents, approved as to form by the Office of Corporation Counsel, to the owners of those properties abutting each side of the portion of Saint Philip Street running southeasterly from a dead end at the Septima P. Clark Parkway (US Highway 17) to the northwestern right-of-way line of Sheppard Street. *(Also to be considered by the Committee on Public Works and Utilities)*

d. An ordinance authorizing the Mayor to execute a Quit Claim Deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, to convey a portion of Farr Street, formerly known as Pierce Street, to Daniel Island Associates L.L.C. *(Also to be considered by the Committee on Public Works and Utilities)*

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

TO: John J. Tecklenburg, Mayor
FROM: Matthew Fountain, Stormwater
SUBJECT: ROAD AND BRICK ARCH STORM DRAIN REPAIR KING STREET NEAR LAMBOLL
REQUEST: Approval for repair of road and brick arch storm drain at King Street Near Lamboll with Palmetto Gunite Construction Company, Inc., PO Box 388, Ravenel, SC 29470. Emergency Justification

COMMITTEE OF COUNCIL: Ways & Means DATE: October 27, 2020

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

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

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: 050345 Account #: 52425
Balance in Account ☑ Amount needed for this item $59,750.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton
FISCAL IMPACT: Drainage Fund

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Stormwater Management

PRODUCT: Repair of road and brick arch storm drain: King Street (near Lamboll)

VENDOR: Palmetto Gunite Construction Company

DATE: July 24, 2020

1. Describe in detail the Emergency and impact to City operations.

During the recent inspection of the drainage system, an area of the brick arch in King Street was found to be severely damaged and has collapsed. The chance of additional failure of the arch and road makes this an emergency procurement.

2. Describe in detail the item affected and what corrective action needed.

The brick arch storm drain will be repaired using the approved shotcrete technique.

3. What is the estimated cost and time to complete repair/replacement.

The cost for this repair will not exceed $59,750.00. Work is complete. It had to be done to prevent a road collapse.

Requester Signature __________ J. Frank Newham __________ Title: Senior Project Manager

Approver Signature ____________________________ Title ____________________________
Department of Stormwater Management – Request for Payment

Invoice Date: 8/12/20  Invoice #:  Application #: 050345-52425

Account / Funding Source: 050345-52425

Contract / Project Name: Brick Arch Repair Program

Amount: $59,750.00

Vendor Name: Palmetto Gunite Construction Co., Inc

Address: P.O. Box 388
Ravenel, SC 29470

Payment For (Description): Brick arch repairs on 19 King Street

Certification of work performed as per scope of work described in contract approved by City Council:

[Signature]

Project Manager
Department of Stormwater Management

Date: 10-6-20

__________________________
Director of Stormwater Management
Department of Stormwater Management

Date

__________________________
Senior Accountant
Budget, Finance and Revenue Collections

Date

__________________________
Matt Frohlich, Deputy CFO
Budget, Finance and Revenue Collections

Date

Department of Stormwater Management Only  Over $40,000 – Council Approval Letter
APPLYING AND CERTIFICATION FOR PAYMENT

OWNER: City of Charleston
PROJECT: 19 King Street Manhole/Brick Arch
APPLICATION NO: 1

Distribution to:
X OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:
Palmetto Gunite Construction Co., Inc.
P.O. box 388, Ravenel, SC 29470

CONTRACT FOR: 19 King Street Manhole Installation and Brick Arch Lining

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1. ORIGINAL CONTRACT SUM</td>
<td>$24,750.00</td>
</tr>
<tr>
<td>2. Net change by Change Orders</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>3. CONTRACT SUM TO DATE (Line 1 + 2)</td>
<td>$59,750.00</td>
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<tr>
<td>4. TOTAL COMPLETED &amp; STORED TO DATE (Column Q on G703)</td>
<td>$</td>
</tr>
<tr>
<td>5. RETAINAGE:</td>
<td>$0.00</td>
</tr>
<tr>
<td>a. 0% of Completed Work (Column D + E on G703)</td>
<td>$0.00</td>
</tr>
<tr>
<td>b. 5% of Stored Material (Column F on G703)</td>
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<tr>
<td>Total Retainage (Lines 5a + 5b)</td>
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<tr>
<td>Total In Column I of G703</td>
<td>$0.00</td>
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<tr>
<td>6. TOTAL EARNED LESS RETAINAGE</td>
<td>$59,750.00</td>
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<tr>
<td>(Line 4 Less Line 5 Total)</td>
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<tr>
<td>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)</td>
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</tr>
<tr>
<td>8. CURRENT PAYMENT DUE</td>
<td>$59,750.00</td>
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<tr>
<td>9. BALANCE TO FINISH, INCLUDING RETAINAGE</td>
<td>$0.00</td>
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<tr>
<td>(Line 3 less Line 6)</td>
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</table>

FOOTNOTES:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR: Palmetto Gunite Cons. Co. Inc.

By: [Signature]
Date: [Date]
State of: [State]
Subscribed and sworn to before me this 13th Day of May, 2023
Notary Public
My Commission Expires: [Expiration Date]

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $59,750.00

[Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and each Change Order Sheet that are changed to conform with the amount certified.]

ENGINEER:
By: [Signature]
Date: [Date]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, unless payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)</th>
<th>WORK COMPLETED THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
<th>% (G+C)</th>
<th>BALANCE TO FINISH (C-G)</th>
<th>RETAINAGE (IF VARIABLE RATE)</th>
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<td>2</td>
<td>Additional Feet of Brick Arch Repair</td>
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<td>$0.00</td>
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</table>

**GRAND TOTALS**

|               | $59,750.00 | $59,750.00 | $59,750.00 | 100.0% | $0.00 |

**APPLICATION NO:** 1  
**APPLICATION DATE:** 8/12/2020  
**PERIOD TO:** 8/12/2020  
**ARCHITECT'S PROJECT NO:**
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department

SUBJECT: SCDPS COVERDELL FORENSIC SCIENCE GRANT APPLICATION
REQUEST: Approval to submit an application to the SCDPS Coverdell Forensic Science grant program for $73,950 to be used to fund forensics equipment related to the opiate crisis.

COMMITTEE OF COUNCIL: Ways & Means
DATE: October 27, 2020

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Chief of Police
Grants Coordinator

Yes N/A Signature of Individual Contacted Attachment

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

If yes, provide the following: Dept./Div.: __________________ Account #: __________________
Balance in Account __________________ Amount needed for this item __________________

Does this document need to be recorded at the RMC’s Office? Yes [ ] No [ ] N/A [x] [ ]

NEED: Identify any critical time constraint(s).
This grant is due on October 30, 2020.

CFO’s Signature: __________________________

FISCAL IMPACT: There is no match required for this grant.

Mayor’s Signature: __________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
MEMORANDUM

To: Mayor Tecklenburg  
City Council
From: Luther Reynolds, Chief of Police
Subject: SC Department of Public Safety – Coverdell Forensic Science Grant
Date: 27 October 2020

The purpose of this memorandum is to request permission for the Charleston Police Department’s submission of the 2021 SCDPS Coverdell Forensic Science Improvement grant application. The grant is due on October 30th.

The goal of the proposed project is to equip the Charleston Police Department’s Forensic Science Division with a Gas Chromatograph to interface with an existing Fourier Transform Infrared Spectrophotometer to enhance the Division’s ability to distinguish between isomers of drugs and identify designer drugs and chemical analogs. Currently, the lab is faced with chemical identification challenges with the increasing number of new isomeric forms of psychoactive substances occurring in case samples. Very similar mass spectra for these substances could easily result in misidentification using the regular screening methods with colorimetric testing currently in use.

In addition, identifying synthetic cannabinoids, bath salts and fentanyl analogues is challenging because underground chemists impose subtle changes to the molecular structure in order to avoid existing laws. This results in countless different designer drugs. These drugs were once an occasional problem, today they
have become much more common. Due to the structural similarity of the specimens encountered by the forensic laboratory, an array of instruments is needed to correctly identify these substances. The equipment requested in this grant will provide additional data to distinguish between these closely related compounds.

The anticipated project cost is $73,950. There is no match required for this grant. Please do not hesitate to email Chelsea Taylor, Grants Coordinator at tay.lorch@charleston-sc.gov or Judy Gordon, Forensic Services Director at gordonj@charleston-sc.gov should you have any questions or concerns.
<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>UNITS</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
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<td>GC-IR Training</td>
<td>$ 12,750.00</td>
<td>$ 12,750.00</td>
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<td></td>
<td></td>
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<td></td>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT: Police
SUBJECT: COMMERCIAL LEASE AGREEMENT BETWEEN THE CHARLESTON POLICE DEPARTMENT AND CHARLESTON HOUSING AUTHORITY
REQUEST: Approval to sign into a 3 year commercial lease agreement with the Charleston Housing Authority for use of a community space located within Gadsden Green to be utilized by the Police Department.

COMMITTEE OF COUNCIL: W&A DATE: October 27, 2020

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

<table>
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<tr>
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<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief of Police</td>
<td>Yes</td>
<td></td>
<td>Luther Reynolds</td>
<td></td>
</tr>
<tr>
<td>Director of Real Estate</td>
<td>Yes</td>
<td></td>
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</tbody>
</table>

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

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:

Mayor's Signature: ____________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
COMMERCIAL LEASE

Tenant: City of Charleston  Initial Term: Three (3) Years

Landlord: Housing Authority of the City of Charleston

Effective Date: Date Signed:

STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON

THIS AGREEMENT entered into this ___ day of _____________, 2020, between City of Charleston, hereinafter referred to as Tenant, and Housing Authority of the City of Charleston, hereinafter referred to as Landlord.

WITNESSETH:

1. PREMISES: That, Landlord, in consideration of payments, covenants, and conditions mentioned herein, to be paid, kept, performed, and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby hire and take from Landlord the premises known as:

   22 & 24 Flood Street, Charleston, SC 29403, Charleston, South Carolina (the "Premises")

   The Premises shall be used by the Tenant as a City of Charleston Police Department Sub-Station.

2. TERM: To have and to hold said leased Premises for the term of Three (3) years, beginning September 1, 2020, and ending August 30, 2023, with the option to renew, at the discretion of the Landlord, for Two (2) one-year additional periods. If the first option for renewal is not taken, thereafter, Landlord and Tenant agree the Lease will continue on a month-to-month basis, with all terms and conditions remaining the same. Said option shall not be granted if Tenant is in default of any of the terms and conditions of this Lease or any extension thereof. Notice of intent to exercise option year 1 shall be provided to the Tenant within a reasonable amount of time before the termination of the original term. At any time after August 30, 2022, if the Landlord opts to redevelop the above-mentioned premises, including but not limited to redevelopment, renovation, demolition, or disposition through the Rental Assistance Demonstration Program, the Landlord may terminate this Agreement with at least six (6) months prior written notice to Tenant.

3. CONSIDERATION: Tenant shall pay, as rental consideration, the following:

   A. RENT. Landlord agrees to voluntarily enter into this agreement at the rental rate of $0 per month. The Landlord agrees to waive all profits based upon the current monthly fair market rental value for two (2) 1,008 square foot premises for commercial use within the city of Charleston, South Carolina.

   B. ADDITIONAL CONSIDERATION. Any charges due to the Landlord by Tenant, including but not limited to damage to the Premises, normal wear and tear excepted, legal fees incurred by Landlord as a result of Tenant breaching any term or condition of this Lease or any extension thereof, and past due charges incurred by Landlord as a result of Tenant's failure to pay for its costs of utilities, cleaning, maintenance and repairs as set forth in Paragraph 10 below, shall be considered Additional Consideration due from Tenant (in addition to all other consideration payable) within thirty (30) days of Landlord's written notice to Tenant that such sum certain is due.
4. TENANT’S UTILITIES. Tenant shall pay all charges or bills for janitorial services used by the Tenant at the Premises during the term of the Lease or any extension thereof. Landlord shall be responsible for all other utilities.

5. USE OF PREMISES. Tenant agrees to use the Premises solely for a police officer substation and activities associated therewith.

6. CONDITION OF PREMISES. Tenant agrees to take possession of the Premises "as is". Landlord agrees to make minor improvements made for wear and tear, including but not limited to painting.

7. DELAY OF POSSESSION. None.

8. PROPERTY AND LIABILITY INSURANCE. Landlord shall keep in full force and effect, at Landlord’s expense, property casualty insurance for the structure. Additionally, Tenant shall carry the following insurances, at Tenant’s expense: 1) contents insurance for Tenant's personal property therein; and 2) public liability insurance on itself during the term of this Lease or any extension thereof in the sum of $300,000 per claim/$600,000 per occurrence/$300,000 property damage or as set forth in the SC Tort Claims Act, if same shall be amended after the execution of this Lease. Landlord shall be responsible for maintaining liability coverage to protect any liability the Landlord may have relating to the property and this Lease.

9. MAINTENANCE AND REPAIRS

The Landlord Agrees To:

a) Maintain the premises and the property in decent and safe condition;

b) Comply with requirements of applicable building codes, housing codes materially affecting health and safety, disclose and abate the presence of known lead-based paint and lead-based paint hazards in the premises, and U.S. Department of Housing and Urban development regulations;

c) Keep property buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;

d) Perform maintenance inspections on an annual basis to ensure proper upkeep of leased property and compliance with federal, state and local building codes.

e) Be responsible for the routine servicing, repair, maintenance, and replacement of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, soil lines, or fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances.

The Tenant Agrees To:

a) Be responsible for the general maintenance and repair of leased property to include interior of building;

b) Be responsible for maintaining premises to include the servicing, repair, maintenance, for items caused by Tenant’s neglect, including replacement of the plumbing, electrical,
ventilating, heating and air conditioning systems, including all pipes, soil lines, or fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances;

c) If any part of leased premises is damaged by the negligence of Tenant or Tenant’s employees, agents or invitees or by any breaking and entering of said premises, or by an attempt to break and enter leased premises, Tenant shall provide Landlord with immediate written notification of all damages to the property.

d) After notification per section c) above and approval of the Landlord, repairs shall be made promptly at Tenant’s expense so as to restore said premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within a reasonable time after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damage that may accrue to Landlord’s stock, business or fixtures by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord on demand, as Additional Rent, the cost thereof. Tenant’s failure to pay shall constitute a default of this lease. Repairs that are the Landlord’s responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant’s failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss of damage resulting from delay of needed repairs.

10. REGULATIONS AND SANITATION. Tenant shall keep the Premises clean, safe, sanitary, and in compliance with applicable laws, ordinances, and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around the Premises and entry porch. Tenant’s cleaning responsibilities include the removal of any trash or refuse deposited on the Premises by the Tenant. Tenant shall employ, if Tenant determines it necessary, a reputable pest extermination company at regular intervals to keep the Premises free of pests and rodents.

11. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or rewiring in or to the Premises without the consent of Landlord. All additions, or improvements to the Premises, including carpeting, tile, other floor covering, wall covering, ceiling tile, or extra heat/air-conditioning, made with or without Landlord’s written consent shall become part of the Premises and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the Premises, and any injury caused by said removal shall be repaired forthwith at Tenant’s expense. Tenant shall not install or maintain any equipment, partitions, or furniture which the weight or operation thereof would injure or be detrimental to the Premises.

12. ASSIGNMENT OR SUBLEASE. Tenant shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease, or sublet the Premises, or any part thereof.

13. WAIVER OF RIGHTS. No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder, or to insist upon the other party’s strict compliance with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord’s or Tenant’s right to demand exact compliance with the terms of this Lease at a future time. The rights and remedies created by this
Lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

14. LIENS. Tenant shall not create any liens for labor or materials against Landlord's interest in the Premises. All persons contracting with the Tenant for the erection, installation, alteration, repair, or demolition of any building or other improvements on the Premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the Premises to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

15. DAMAGE OR DESTRUCTION OF PREMISES. If the Leased Premises or any part thereof shall be damaged, or destroyed by fire or other casualty, Landlord shall repair all such damage and restore the Leased Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Leased Premises or to the content thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights or recovery against the other for loss or damage. Willful misconduct lawfully attributable to either party shall not be excused under the foregoing release and waiver.

16. DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures, and equipment placed or moved into the Premises shall be at the risk of Tenant. Tenant shall install or place in or attach to the leased premises, at its own expense, all equipment, fixtures, furniture, furnishings, and other tangible personal property as may be necessary or desirable in connection with its use of the leased premises. On termination of this lease, without further act or instrument. Tenant shall at its own expense remove equipment and furnishings and restore the leased premises to the condition existing at the commencement of the lease term, normal wear and tear excepted. Tenant agrees to remove at its own expense any signs or advertisement materials erected and restore the leased premises to the original condition before the signs were installed.

17. TENANT'S LIABILITY. Tenant acknowledges that it shall be responsible to Landlord for any and any claims, damages, costs, and expenses arising from its use of the Premises in accordance with and to the extent provided in the SC Tort Claims Act, as amended.

18. LANDLORD'S LIABILITY. Landlord acknowledges that it shall be responsible to Tenant for any and all claims, damages, costs, and expenses, arising from the ownership and management of the Premises to the extent provided in SC Tort Claims Act, as amended.

19. REVERSION. Tenant shall surrender to Landlord, at the end of the term of this Lease or any extension thereof or upon cancellation of this Lease, broom clean and in as good a condition as the Premises were in at the beginning of the term of this Lease, ordinary wear and tear excepted, or Tenant shall pay to Landlord all damages that Landlord may suffer because of Tenant's failure to do so. Following the Tenant's surrender of the Premises to the Landlord, Tenant shall replace all carpeting and re-paint the interior walls to match the existing color.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
20. NOTICES. A copy of all notices under this Lease shall also be sent to Tenant, at the address below.

   TENANT:                               LANDLORD:
         City of Charleston                Donald J. Cameron
         Real Estate Management Division    Housing Authority of the City of Charleston
         P.O. Box 304                      550 Meeting Street
         Charleston, SC 29402              Charleston, SC 29403

21. KEYS. Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of the Premise to the Landlord upon termination or cancellation of this Lease and/or Tenant’s vacating said Premises. Tenant may change or install new locks or security systems at the Premises without written approval from Landlord so long as Tenant provides the Landlord with a copy of any new key made or any access code to any security system installed upon vacating the Premises.

22. PEACEFUL POSSESSION. Subject to the terms, covenants, and conditions of this Lease, the Tenant shall have, hold and enjoy possession of the Premises, subject to the rights of the holders of any mortgage which now encumbers the Premises.

23. DEFAULT. If either party fails to fulfill its obligations pursuant to this Lease, the non-defaulting party shall have the right to declare the defaulting party in default, at which time, the non-defaulting party shall provide written notice to the defaulting party of such default. Upon receipt of such notice, the defaulting party shall have 10 days in which to cure such default, or if the default is of the nature that requires more than 10 days to cure, the defaulting party shall have a reasonable time in which to cure the default. In the event the defaulting party fails to cure such default in compliance with this paragraph, the non-defaulting party shall have the right to terminate this Lease and shall the right to pursue all available legal and equitable remedies against the defaulting party for breach of this Lease, including but not limited to damages, reasonable attorney’s fees and court costs.

24. SUBORDINATION OF LEASE. It is agreed that the rights of Tenant hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage placed upon said premises by Landlord before the term of this Lease or during the term of this Lease if such mortgage does not violate any covenant or obligation contained in this Lease in the sole opinion of the Tenant. If requested by Landlord, Tenant shall execute a subordination agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
25. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and shall be modified only by a dated written agreement signed by both Landlord and Tenant. TIME IS OF THE ESSENCE IN THIS LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have executed these premises, the day and year first above written.

Witness as to Tenant

Witness as to Landlord

TENANT: City of Charleston

By: John J. Tecklenburg, Mayor

LANDLORD: Housing Authority of the City of Charleston

By: Donald J. Cameron, President & CEO
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Fire Chief Daniel Curia
DEPT. ___________________ Fire
SUBJECT: CHARLESTON FIRE DEPARTMENT - 2020 STATE HOMELAND SECURITY GRANT
REQUEST: To accept the 2020 State Homeland Security grant in the amount of $75,500 for Charleston FD Collapse Search and Rescue Team.

COMMITTEE OF COUNCIL: Council DATE: October 27, 2020

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Charleston Fire Dept. X
Grants Manager X

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

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: ________________________________

FISCAL IMPACT:
There is no financial impact with this grant in the FY19 or 20 Budget. This is a no match grant.

Mayor’s Signature: ____________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
To: Mayor John J. Tecklenburg  
City Council  

From: Chief Daniel M. Curia  

Date: October 8, 2020  

Subject: FY19 State Homeland Security Grant Program (SHSP) grant application  

The purpose of the FY20 SHSP grant program is used to support state and local efforts to prevent, respond, and recover from terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.  

The Charleston Fire Department (CFD) requests to accept the award of the FY20 SHSP grant. The CFD is the host agency for the Charleston Regional Collapse Search and Rescue Team and is seeking continued funding for our Type II Collapse search and Rescue Team.  

This is a request to accept grant funding as approved by the State Approving Agency (SAA) in the amount of $75,500 for search and rescue equipment, a search camera, confined space rescue equipment, personal protective equipment, and training. These various items will update and replace the existing cache equipment for the South Carolina Task Force Three (SC-TF3).  

The project performance start date for this grant is September 1, 2020 and ends August 31, 2021. This grant does not require a match.  

Please feel free to contact me with any questions.
TO: John J. Tecklenburg, Mayor  
FROM: Jason Kronsberg  DEPT. Parks Department  
SUBJECT: Submission of Keep South Carolina Beautiful’s 2021 Annual Support Grant  
REQUEST: To approve the submission of Keep South Carolina Beautiful’s 2021 Annual Support Grant (Palmetto Pride) in the amount of $10,000, for Keep Charleston Beautiful cleanup, beautification, and education programs.

COMMITTEE OF COUNCIL: W & M  DATE: 10/20/2020

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

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<th>Corporate Counsel</th>
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FUNDING: Was funding previously approved? Yes

If yes, provide the following

Dept /Div
Account #
Balance in Account
Amount needed for this item

Does this document need to be recorded at the RMC’s Office? Yes

NEED: Identify any critical time constraint(s)
Grant application needs to be submitted by November 1st, 2020.

CFO’s Signature:

FISCAL IMPACT:

No match is required.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
TERMS OF USE

Upon submission of this proposal, the applicant and the organization named in the event "PalmettoPhide" agrees to the following terms and conditions:

1. The organization must maintain a proper accounting system in accordance with generally accepted accounting principles. Retain appropriate financial records and provide supporting documentation of all expenditures incurred.

2. The organization will share and communicate on an annual basis, the progress description to the applicant one (1) year after receipt of funding from PalmettoPhide.

3. Amendments to the grants are permitted upon the mutual agreement of PalmettoPhide and the grantee organization and become effective upon written notification by PalmettoPhide.

4. The organization must provide an interim and a final report documenting program success to include a financial report outlining expenditures along with a written report to PalmettoPhide.

5. If the applicant does not comply with the terms and conditions of this agreement, the applicant will be required to reimburse PalmettoPhide for grants expenditures up to the total grant awarded.

6. The PalmettoPhide logo must appear on all printed and promotional items associated with the grant project, e.g., tee-shirts, signs, invitations, programs, etc. PalmettoPhide must have final approval of all printed materials prior to publication. To get a copy of the logo, contact Sherri Jenkins at 843-725-6733 or via email at sjenkins@palmettophide.org.

7. The applicant understands that any non-compliance with the terms and conditions of this grant will render the organization ineligible for future grants until such a time when the organization has fulfilled all obligations.

I agree with Terms of Use.

Submit  Save Draft
Keep South Carolina Beautiful Support Grant
Ends on November 1, 2026.

I. Purpose of Grant

PalmettoPride, South Carolina’s 501(c)(3) non-profit organization committed to reducing litter will award grants to Keep America Beautiful affiliates subject to the availability of funds for the purpose of creating and maintaining successful litter reduction, waste reduction, and beautification efforts in South Carolina. Funding Levels: Maximum funding is $10,000.

II. Eligible Applicants

Certified Keep America Beautiful (KAB) affiliate groups in good standing are eligible to apply for these funds. No KAB affiliate who receives a KSCB grant will be eligible to receive a PalmettoPride Litter Prevention Grant.

III. Use of Grant Funds:

- Promotional Materials (up to $2,000): covers printing of t-shirts, calendars, banners, and stickers
- KAB Network fees
- Max $3,000 for KSCB or KAB conferences/travel
- Administrative fees including hourly wages/stipends or any indirect costs – up to $2,500 – are additional needs or for special financial requests, please contact Sherry Jenkins at sjenkins@palmettopride.org

A grants review panel will make final decisions on all grants. PalmettoPride reserves the right to reject all of the proposals and not award any grant funds under this solicitation. Failure to follow the directions outlined in the application guidelines will result in the application not being considered for funding.
Organization

Need Charleston Beautiful

What is your organization's tax ID #?

57-9090002

Title

Mr.

Mrs.

Ms

Dr

Other: list below

Contact Person

Jamie Gillette

Contact Person Job Title

Keep Charleston Beautiful Coordinator

County

Charleston

Mailing Address

823 Meeting Street
City *
Charleston

Zip Code
29403

Phone Number *
8435797501

E-mail Address *
GilletteJ@charleston-sc.gov

Website
www.keepcharlestonbeautiful.org

Have you applied with us before? *
+ Yes
- No

When was the last time you applied? *
2019

Amount of Funding Requested *
$10,000
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<td>Beautification (plantings)</td>
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Litter Prevention Projects *

Is this a new or existing project? If this is an existing project, how long has it been on-going? Why should this project be funded?

Keep Charleston Beautiful (KCB) works year round with volunteer groups to conduct litter cleanup events within the City of Charleston, conducting over 100 cleanup events each year. KCB has provided staff support and the needed supplies for these cleanups annually since the creation of the organization in the 1970s. In addition to its year round efforts, KCB promotes the Clean Cities Sweep event each March and April as part of Keep America Beautiful’s Great American Cleanup. This is a targeted call to action for community and school groups to conduct cleanup and beautification projects throughout the City. “Mini grants” are provided to groups registered for Clean Cities Sweep, to be used for cleanup and beautification supplies. Funding for these supplies is graciously provided annually via the KSCB Annual Support Grant, without which, projects like these would not be funded. Being able to provide litter cleanup supplies to volunteers year round ensures that litter cleanup efforts can continue to take place, and ensures that volunteers are staying safe while doing these events.

In addition to these cleanup efforts, youth education plays an integral role in reducing and preventing litter in the community. KCB’s Education Coordinator presents environmental education programming free of charge to local elementary and middle schools, via its Clean City Clara and Talking Trash programs respectively. Education programming has been a pillar program of KCB since its inception. Students learn the importance of waste responsibility and explore the harmful impacts that waste can have when not disposed of properly. Grant funding ensures the ability to staff the Education Coordinator position, and allows KCB to continue to offer free environmental education programming each year.

As a preventative measure against litter, KCB also aims to continually increase the availability of trash receptacles throughout City of Charleston parks. The easier it is for citizens to find and utilize trash cans, the less likely it is that waste will end up on the ground or in waterways. This includes pet waste. Providing waste bag dispensers and trash cans in City dog parks is also an important preventative measure in ensuring bacteria from pet waste is not entering our waterways and that parks remain clean, beautiful, and inviting spaces to use. Funding from the KSCB Annual Grant is not requested for these items specifically, as they are partly funded by alternative grants and fundraising efforts.

Litter Prevention Projects Goals and Outcomes *

What are your goals/outcomes for your litter prevention projects?

The yearly goal for the organization is to work with at least 2500 volunteers, conducting 4000 hours of volunteer service, to remove 40,000 pounds of litter throughout the City’s marshes, parks, and roadways. KCB also aims to educate 3000 students a year about the impacts litter can have on a community.

Beyond just the numbers, the goal of these litter prevention and beautification projects is to instill a sense of ownership among those involved. By actively being involved in the cleanup of these shared public spaces, volunteers become interwoven into the future stewardship of these spaces, as does the
surrounding community. A secondary goal beyond simple beautification of these spaces, is a behavior change among youth, volunteers, and residents. Volunteers see firsthand how much effort and time is involved in the cleanup and removal of litter. Students learn that their individual actions can have a bigger impact than on themselves alone. Citizens who may not have thought much about the habit of littering in the past, have a new understanding of the harmful impacts that habit can have on the environment. The general goal of these litter prevention efforts is clean public space, and to involve people in the conversation and actions of stewardship. Clean spaces show that an area is cared for, and greatly reduces the chance that the space will become littered again.

Waste Reduction Projects *

Is this a new or existing project? If this is an existing project, how long has it been on-going? Why should this project be funded?

With an increasingly limited quantity of earth’s resources in existence and landfill space at a premium, waste reduction is an important foundation of Keep Charleston Beautiful’s programming. KCB stresses to its volunteers and to City residents the importance of a closed loop system - where the products we utilize in our everyday life can be holistically reused and recycled in the creation of future products, whether that be through efficient recycling processes, composting, or sustainable closed-loop product design. These ideals have moved to the forefront of focus in more recent years.

In an effort to “practice what we preach”, KCB offers year round collection drives for hard to recycle items, like LED light bulbs, cigarette butts and packaging, corks, household batteries, as well as razors and their packaging. These collection campaigns have expanded in recent years, and focus on items which could easily end up in landfills instead. KCB also participates annually in America Recycles Day, with recycling events differing from year to year.

As mentioned previously, KCB offers free environmental education programming to local elementary and middle schools. These education programs have been around for decades now, with the content shifting slightly but the general messaging remaining the same. These youth programs stress the importance of rethinking what we throw out and also stress minimizing (or completely refusing) single-use products. Students learn where waste goes after it enters a trashcan, compost bin, or recycling receptacle, and explore the negative effects it can cause if these items are not disposed of properly. Funding from the KSCB Annual Support Grant allows KCB to staff an Education Coordinator, who presents these programs to schools free of charge each year.

KCB also hosts a Lend-A-Bin Program for events being held in the City of Charleston or surrounding areas. The Lend-A-Bin program offers event hosts the opportunity to utilize recycling and composting services for their events. The program has been around for about 10 years, but has expanded to include composting just in the last two. Thirty-eight Lend-A-Bin events took place in 2019, and seven occurred in 2020 pre-COVID. Lend-A-Bin receptacles have been purchased via funding from various sources over the years. No funding is requested for this program from the 2021 KSCB Annual Support Grant. Additionally, Keep Charleston Beautiful hosts a Green Spaces Recycling Program, in which it aims to provide recycling receptacles to all City park spaces. Funding for these receptacles has been provided by the SC State Ports Authority Grant, Waste Management, UPS, and FedEx.
Waste Reduction Projects Goals and Outcomes *

What are your goals/outcomes for your waste reduction projects?

The overall goal of KCB’s waste reduction projects is to decrease the amount of material making its way to landfills. Secondly, KCB hopes to encourage the decreased use of single-use products, while increasing use of items featuring a closed loop design.

With KCB’s Lend-A-Bin Program specifically, KCB’s goal is to reach a landfill diversion rate of 80%, meaning that 80% of the waste created during events can be recycled or composted. The landfill diversion rate in 2020 was 78.3%, just shy of that goal. However, there were far less events occurring in 2020 than originally hoped for. Each event host is provided with their landfill diversion percentage at the conclusion of the event. A goal of the Lend-A-Bin program is also to encourage event hosts to provide sustainable products at their events. The program also encourages event patrons to consider the life cycle of their waste, as event volunteers staff receptacle sorting stations and help explain whether an item can be recycled or composted. KCB also extends this idea of utilizing sustainable products to events we host personally, by not purchasing disposable promotional items for volunteers. Volunteers receive a wearable t-shirt, and a promotional sticker to place on a car or water bottle – items usually purchased via funds from the KSCB Annual Support Grant.

An additional goal of KCB’s waste reduction projects is education and awareness about the benefits of reusable products and recycling. As mentioned before, KCB’s environmental education programs for elementary and middle schools has a goal of reaching 3000 students each year. KCB’s hope is to fund an Education Coordinator position who can adapt the environmental education programs to more virtual programming, given the rise in remote learning. Through the Green Spaces Recycling Program, KCB is able to extend in classroom education to practicing these habits within City parks spaces. It is important for young citizens to be provided the opportunity to practice the recycling habits they are learning through their schooling and the public awareness campaigns they see in their community. Regularly practicing the action of recycling or composting helps solidify those actions into lifelong practices. KCB also expands this learning into year round recycling collection campaigns and America Recycles Day events. KCB is always working to rethink what we throw out, and to share that notion with the community.

Beautification Projects *

Is this a new or existing project? If this is an existing project, how long has it been on-going? How will these projects be maintained? Why should this project be funded?

Keep Charleston Beautiful hosts its Clean Cities Sweep event annually in March and April, as part of the Great American Cleanup. This event has been occurring since the organization began in the 1970s. Clean Cities Sweep is a call to action for the community to complete cleanup and beautification projects throughout the City as a kick off to Spring. Both school and community groups are able to register projects. This past year, community groups had the option of installing a rain garden as their Clean Cities Sweep beautification project. This project option aligned with the City of Charleston’s RainProof Charleston Program, which is an effort to curb flooding events within the City and is an adaptation from the Dutch Dialogues. These rain gardens were required to feature native plants, which double as habitat
for pollinators. Funds from the KSCB Annual Support Grant help provide supplies like plants, mulch, soil, small tools, gloves, or wood for registered group projects.

Keep Charleston Beautiful also conducts occasional mural painting projects, while these are less frequent due to the planning involved. In 2020, Keep Charleston Beautiful was involved with a project to paint murals on the columns under the I-26 overpass. The mural for each column was designed and painted by a local artist. “Mini murals”, as they are dubbed, are also painted on trashcan barrels which go out to public park spaces. Other general painting projects that occur throughout the year are touch ups to park picnic tables and benches, park signage, or neighborhood entrance signs. Supplies for these painting projects are purchased utilizing funds from the KSCB Annual Support Grant, however grant funds are also utilized for other general beautification supplies like small tools, rollers, brushes, tarps, and buckets. The continued maintenance of Clean Cities Sweep Projects falls on the volunteer group completing the project, unless it is in a City Park, which then falls on Parks Department staff.

Keep Charleston Beautiful encourages planting projects throughout the year, as well as it being part of registered projects for Clean Cities Sweep. Neighborhood garden clubs will often revitalize or create flower beds in public spaces, like churches, borders of parking lots, neighborhood entrances, and occasionally park spaces. Grant funds are used to purchase the soil, compost, plants, mulch, etc that are used in the creation of these garden beds. Maintenance of these planting projects falls on the property owner.

**Beautification Projects Goals and Outcomes**

*What are your goals/outcomes for your beautification projects?*

The goal of beautification projects is fairly straightforward. These projects help spaces appeared cared for and maintained. When spaces have this appearance, there is often less litter, vandalism, and crime. Participating in the beautification process is also an important aspect, as it creates a shared sense of ownership in maintaining those spaces’ beauty over time. All of this combined instills a sense of pride in the place people call home and increases stewardship behaviors. The gardening and planting projects completed through Clean Cities Sweep and other year-round projects increase the amount of native flora, which doubles as new habitat for pollinators and other fauna. KCB wants to ensure that it continues to be able to provide supplies for these sorts of projects. Providing supplies makes it easier on organizations and community members to be involved in these sorts of environmental/sustainability projects.

**Community Involvement**

*What percentage of the community will be involved with your projects? What benefit to the community do these projects offer?*

The City of Charleston has a population of 135,000 people. When you consider KCB’s goal of working with 2,500 volunteers each year, that is less than 2% of the population. However, we hope that by volunteering with our organization and partaking in cleanup or beautification projects, that residents inspire others to become active citizens in their communities, whether it be environmental actions or
not. Beautification and cleanup projects, while often completed by a few, can benefit all members of a community. KCB wants all residents in the City of Charleston to be ACTIVE citizens, as opposed to taking on the role of the “customer”. We want people to realize we all play a role in lifting our communities up. These projects offer citizens the ability to become lifelong volunteers, stewards, and activists. Their perspective on their role in the community often changes, and their ideals influence others to change their views in turn. Projects and programs offered through Keep Charleston Beautiful create a sense of pride, investment, and shared ownership of the public and private spaces existing in our communities. People realize that beyond just local change, they can influence national and global change as well – that their personal actions have weight and power. In one word, we say that our programs truly ACTIVATE our citizens.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - JOANNA FOUNDATION
REQUEST: To apply for grant from the Joanna Foundation to support education and outreach efforts for the MOJA Arts Festival in 2020 continuing to the first half of 2021.

COMMITTEE OF COUNCIL: W&M DATE: October 27, 2020

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Office of Cultural Affairs X N/A Scott Watson 10/18/2020
Grants Manager X N/A

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

If yes, provide the following: Dept./Div.: Account #:
Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: ____________________________

FISCAL IMPACT:
No match is required.

Mayor’s Signature: ____________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
The Joanna Foundation

Use this form for your proposal. Do not include a cover letter. Send the completed proposal plus all required attachments to submit@joannafoundation.org. Contact Peggy Schachte at info@joannafoundation.org if you have any questions about instructions or difficulties with the form.

**I. ORGANIZATIONAL INFORMATION**

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>City of Charleston Office of Cultural Affairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>USPS Mailing Address</td>
<td>75 Calhoun Street, Suite 3800; Charleston, SC 29401</td>
</tr>
<tr>
<td>(address, city, state, zip)</td>
<td></td>
</tr>
<tr>
<td>Physical Address (If different from above -- required by IRS)</td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td>mojafestival.com and charlestonarts.org</td>
</tr>
</tbody>
</table>

**II. CONTACT INFORMATION**

Executive officer or other individual authorized to sign and act on behalf of the organization

<table>
<thead>
<tr>
<th>Name</th>
<th>John J. Tecklenburg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Mayor</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:tecklenburgj@charleston-sc.gov">tecklenburgj@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(843) 724-3737</td>
</tr>
</tbody>
</table>

*Primary contact for questions or follow-up (If different from above)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Scott Watson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Director of Cultural Affairs</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:watsons@charleston-sc.gov">watsons@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(843) 720-3885</td>
</tr>
</tbody>
</table>

**III. REQUEST**

<table>
<thead>
<tr>
<th>Proposal Title</th>
<th>MOJA Arts Festival Virtual and Outreach Programming</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested</td>
<td>$ 5,000</td>
</tr>
</tbody>
</table>

General Purpose (select one)

<table>
<thead>
<tr>
<th>General support</th>
<th>Seed money/startup</th>
<th>Administration/technical assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matching funds</td>
<td>Capital campaign</td>
<td>Facilities/equipment</td>
</tr>
<tr>
<td>Specific program/new project (title or very short description)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IV. PROPOSAL NARRATIVE**

Instructions. Write your proposal using the spaces provided. The default font is Helvetica. You may use a different font but you must stay within the space limits. TIP: You may find it easier to write and format your responses in a text editing app, then cut and paste into the boxes.
**Organizational Overview.** What is your mission? What do you do, how long have you been doing it, what makes you different? Summarize major activities, service area(s) and population(s) served, and major milestones or achievements to date. (Limit: 4000 characters incl. spaces, punctuation & paragraph returns)

The City of Charleston Office of Cultural Affairs (OCA) was established in 1977 and is committed to promoting and fostering excellence through artistic expression, thereby enhancing the quality of life for all of Charleston’s citizens regardless of social, economic or physical considerations. The OCA has successfully produced and presented cultural events large and small for decades. Along with the MOJA Arts Festival, the office produces Piccolo Spoleto Festival, Free Verse Poetry Festival, the Charleston and West Ashley Farmers Market, Holiday Magic in Historic Charleston, and Happy New Year Charleston, while also mounting an annual series of exhibitions at City Gallery and operating the newly launched Cannon Street Arts Center. The OCA also manages centralized promotion and advocacy for the arts in Charleston, and administers the Lowcountry Quarterly Arts Grants Program, which supports local artists and arts organizations through small grants made in partnership with the South Carolina Arts Commission.

The MOJA Arts Festival, produced annually each autumn since 1983, traditionally runs for eleven days presenting a variety of events in the visual arts, traditional crafts, dance, classical music, jazz, gospel, storytelling, poetry, theatre, literary arts, rhythm and blues and children’s activities. The MOJA Arts Festival remains a vital community event with a regional and national profile celebrating the Lowcountry’s African-American and Caribbean art, culture and history. In a typical year, the festival brings together over 60,000 people with a comprehensive program of events and presentations drawing patrons from around the country. MOJA is simply the only festival of its kind in the South Carolina Lowcountry. MOJA stimulates and celebrates cultural harmony within the community by providing access to a rich variety of arts events, cultural presentations and educational programs, fulfilling a core mission to build bridges of understanding and respect among all people in our community through artistic excellence.

With the current disruption associated with COVID-19 extending into the autumn of 2020, the need to make MOJA programming available to local audiences in Berkeley, Charleston and Dorchester counties is critical. Digital offerings have been in development since April, anticipating the reality that large-scale public gatherings cannot be facilitated this year. Complicating matters, efforts for 2020 will need to proceed without access to support from local accommodations and hospitality taxes, as both Charleston County and the City of Charleston are not awarding funds from these sources currently. Budgets have also been amended to eliminate earned revenue projections, as box office revenue will not be possible due to health and safety guidelines intended to mitigate the impact of COVID-19.

The Office of Cultural Affairs and the MOJA Planning Committee (an all-volunteer committee of local civic leaders, educators and artists) have planned an outreach effort that prioritizes at-risk and underserved students, delivering virtual and safe, socially distanced in-person experiences through a number of established and evolving partnerships with nonprofit organizations throughout Berkeley, Charleston and Dorchester Counties. These efforts rely both on content and productions from past years’ festivals and newly captured performances and digital exhibitions assembled specifically for use in the balance of 2020 and in the first half of 2021.
Project Summary & Purpose. What problem or opportunity will you address? If funds are requested to help start up your organization or for a specific program, project or activity, summarize objectives, methods, anticipated impacts, overall resource requirements and overall cost; describe other sources of support that will help ensure success. If the request is for general support of ongoing operations, explain why you need the funds and tell us what difference a contribution from The Joanna Foundation will make. (Limit: 4000 characters incl. spaces, punctuation & paragraph returns)

The grant funds requested in conjunction with this proposal would specifically support the MOJA Arts Festival's educational outreach initiatives, which serve to engage artists with educators and students in Charleston, Berkeley and Dorchester County schools by offering learning modules and artist workshops (both on-line and in-person, where possible). These programs are anticipated to be delivered using distance-learning platforms in late autumn 2020, and will center around the legacy of Robert Smalls and his historic accomplishments in the Civil War and Reconstruction eras. Additional platforms will provide a safe, accessible opportunity for broader audiences to experience music and theatrical performances remotely via MOJA's social media channels and on-demand downloads.

Charleston Poet Laureate Marcus Amaker will provide leadership in assembling the in-school elements of these outreach efforts. Other key partners for MOJA in 2020 beyond local public schools include City Gallery at Waterfront Park, the Gibbes Museum of Art, the Avery Research Center, the International African American Museum, local musicians including Charlton Singleton, Quiana Parler, Zandrina Dunning, Christian Smalls, as well as the Charleston Symphony and Charleston Jazz. Charleston 350 co-chair and Ambassador to the Arts Jonathan Green will be the Festival's featured artist, using his illustrations for the children's book, "The Freedom Ship of Robert Smalls," as a centerpiece of the Festival's digital and in-person programs running through December 2020.
Prior Support from The Joanna Foundation. If your organization has received support from us in the past, briefly describe what you perceive to be the most meaningful results or impacts. If you have received more than one Joanna Foundation grant, state the years and amounts received and summarize the overall impact. If your organization has not received prior funding, state "Not applicable." If you are unsure, contact Peggy Schachte at info@joannafoundation.org. (Limit: 1000 characters incl. spaces, punctuation & paragraph returns)

Past support from the Joanna Foundation has been critical in enabling MOJA to fulfill its commitment to expose children to arts and culture over a continuum of time, from elementary school to high school. This reflects our fundamental belief that these outreach programs are needed to continue to strengthen our children's connection to the arts and to foster cross-cultural understanding.

The Joanna Foundation has previously funded outreach initiatives of the MOJA Arts Festival in 2014 ($3,000), 2016 ($2,000), and 2018 ($2,500). In 2010 and in years prior, the City of Charleston Office of Cultural Affairs received support for Piccolo Spoleto from the Joanna Foundation in amounts ranging from $1,000 to $5,000.

Financial Information. If you are part of a complex organization such as a university or school system, national or regional organization, or other entity with multiple offices, branches, chapters or units operating within the framework of larger organization, the information below should relate specifically to the operations of the unit that you represent and for which you are requesting support. It is important for us to understand the financial context of your request. If you have questions, contact Peggy Schachte at info@joannafoundation.org.

Starting and ending dates of your current fiscal year  
Jan. 1 to Dec. 31, 2020

Total revenues for your most recently completed fiscal year  
$ 203,648

Total expenses for your most recently complete fiscal year  
$ 190,657

Current annual budget (revenues & expenses) for your current fiscal year  
$ 72,325
V. REQUIRED ATTACHMENTS

Information that was included in the Letter of Intent may need be updated in the Full Proposal. The Joanna Foundation trustees rely solely on the information in the Full Proposal in making their final review and recommendation. The attachments should be pdf files. You may submit them as individual files attached to your submission email message. Please feel free to ask questions via email to info@joannafoundation.org.

A. List of board members including occupation or professional affiliation.

B. Copy of the IRS letter of determination confirming Federal not-for-profit tax-exempt status. The IRS letter of assignment of Federal employee identification number (EIN) is not a substitute. State of South Carolina certification of registration as a tax-exempt/non-profit organization also is not a substitute.

C. Financial documents (please see note below if you are part of a large organization)
   a. Current Balance Sheet (statement of assets and liabilities ≤60 days of submission date).
   b. Summary of Actual vs. Budgeted Revenues and Expenses for current fiscal year to date.
   c. Summary of Total Revenues and Expenses for most recently completed fiscal year.
   d. One of the following (in order of preference):
      i. Most recent annual audit report if you have one.
      ii. Most recent compilation report if you have one.
      iii. Most recent IRS Form 990 return. Form 990-N (E-postcard return) does not contain adequate information. If your organization files Form 990-N, please contact us for guidance.

NOTE: If your organization is part of a complex entity such as a national or regional organization, network, college, university or school system, we request that you provide financial data specific to the local program, chapter, unit, department or division that you represent. Revenue, expense and asset information should be relevant to your program and activities. If you wish, you may attach the front pages of the parent organization's audit (pages leading up to and including the Statement of Cash Flows), but do not attach the entire audit report for the consolidated entity.

OPTIONAL ATTACHMENT. You may include one document of your choice such as a brochure, annual report or news story, or up to four (4) letters of support. Not providing an optional attachment is perfectly acceptable and will not affect the merit of your application.
TO: John J. Tecklenburg, Mayor  
FROM: Geona Shaw Johnson  DEPT. Housing & Community Dev  
SUBJECT: CITY OF CHARLESTON - GRANT FOR THE WARMING CENTER FROM SISTERS OF CHARITY FOUNDATION - AFTER THE FACT APPROVAL - $10K  
REQUEST: Request the Mayor and City Council approve a grant request in the amount of $10k to the Sisters of Charity Foundation (SOC). The grant when received would support the Warming Center. The Warming Center will be provided for unsheltered persons @ the Arthur Christopher Community Center when the weather falls below a certain temperature. Two providers; Hibben United Methodist Church & Alders Gate United Methodist are not providing the services this year due to the COVID-19 Pandemic. The building owned by Charleston County located in N. Charleston, where similar services were also provided is currently under renovation and will no longer be available for these services. This grant assists in meeting the budgetary needs of this initiative. A budget is attached for your information along with the application submitted to the Sisters of Charity Foundation. No match is required for this grant.

COMMITTEE OF COUNCIL: Ways and Means  DATE: October 27, 2020  
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)  

Housing & Cmty Dev  
Corporation Counsel  
Grants Compliance  

Yes  N/A  Signature of Individual Contacted  Attachment  
×  ☐  ☐  ☐  
×  ☐  ☐  ☐  
☑  ☐  ☐  ☐  

FUNDING: Was funding previously approved? Yes ☐ No × N/A ☐  
If yes, provide the following:  Dept./Div.: ☐  Account #: ☐  
Balance in Account ☐  Amount needed for this item ☐  

Does this document need to be recorded at the RMC's Office? ☐  ☐  ☐  

NEED: Identify any critical time constraint(s).  

CFO's Signature: ☐  
FISCAL IMPACT:  

Mayor's Signature: John J. Tecklenburg, Mayor
ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
Immediate Needs Grant Application

Application Instructions

• Save your application frequently. Many applicants type their answers into a word processing program and copy/paste them into the application to ensure that they have a record of their work.

• After you click “Submit” check your e-mail: you have not successfully submitted your application until you have received an automated e-mail confirming your submission. This is a different message than those you receive informing you that you have created an account or signed in.

• To find your Congressional District, click here: SC District Map.

• For examples of programs in each Focus Area, go to: Immediate Needs Grant.

• Financial information: If your organization also serves people in states outside of SC: include the South Carolina budget in your budget attachment. Your South Carolina programs budget should also be used in the financial information section of the application.

• If you need clarification about a question on the application, how much to request, or any other questions about the content of your application, please contact Ericka Wooten.

• If you need technical assistance with the application, submission, or log-in, contact Kim Frohnappel.

• Applications will not be accepted after 5:00 PM on September 14. If you are having technical issues, your application and required attachments will be accepted via e-mail if they are sent to Ericka Wooten by 5:00 PM on September 14.

• Your application has not been successfully completed until you receive an automated message telling you so. If you believe you have submitted but do not receive an automated message, contact Kim Frohnappel before the deadline.
Yes I have read and understand the application instructions. Please print this page for your records.

Organization Information

Organization Name
City of Charleston

Also Known As

Parent or Sponsoring Organization (if different from applying organization)

Physical Address
75 Calhoun Street, Suite 3200

City
Charleston

State
SC

Zip Code
29401

Phone (please format as: ###-###-####)
843-724-7351

Mailing Address (check box if same as physical address)

Same as Physical Address
Yes

Tax ID
57-6000226

Organization's Website URL (if applicable)
charleston-sc.gov

Number of Years in Operation
255

Organization's Mission Statement
To preserve and enhance the quality of life of the citizens of the City of Charleston.

Contact Information

President or Executive Director
Prefix
Mr.

First Name
John

Last Name
Tecklenburg

Position at Organization
Mayor

Phone (please format as: ###-###-####)
843-724-3737

E-mail
tecklenburgj@charleston-sc.gov

Point of Contact: This Application

Who should we contact if there are questions about any of the content of this application during the review process?

Prefix
Mr.

First Name
Matt

Last Name
Ojala

Position at Organization
Deputy Director, Housing and Community Development

Phone
843-724-7351

Email
ojalam@charleston-sc.gov

Point of Contact for this Grant

If awarded, who will be the main point of contact for the duration of this grant?
Prefix
Mr.

First Name
Matt

Last Name
Ojala

Position at Organization
Deputy Director, Housing and Community Development

Phone (please format as: ###-###-####)
843-724-7351

E-mail
ojalam@charleston-sc.gov

Financial Information

When did your current fiscal year begin?
1/1/2020

Current Fiscal Year: Total Organizational Budget
237951128.00

Current Fiscal Year: Year-to-date Actual Expenses
138355272.00

Current Fiscal Year: Year-to-date Actual Revenues
138355272.00

Previous Fiscal Year: Budgeted Expenses
196095162.00

Previous Fiscal Year: Actual Expenses
193421755.00

Previous Fiscal Year: Budgeted Revenues
196095162.00

Previous Fiscal Year: Actual Revenues
207640901.00

Geographical Area Served by Program

Please select all counties that apply; if your organization serves all of South Carolina, please only select Statewide option.

Charleston
Immediate Needs Grant Proposal

Request Amount
10000.00

Focus Area
Life and Health

Program Area
EDUCATION examples include early childhood, after-school programming, tutoring, literacy initiatives, arts/culture, capacity building, community building and other educational services.

HEALTH examples include providing access to health care, prevention, intervention, behavioral, educational, counseling and other health-related services.

SOCIAL SERVICES examples include providing food, shelter, clothing, employment, job training, transportation, religious and other family support services.

Social Services

1. Tell us about poverty in your community. What “gap” in essential services exists for people experiencing poverty in your community and how does your organization fill this gap?
This winter we are facing unique challenges to meet the needs of individuals who are homeless. One county-owned building traditionally utilized as space for a warming center has been repurposed and is not available; two faith-based communities who have historically taken on the lion share of this need are unable to offer shelter services due to the COVID-19 pandemic. This has resulted in a sizeable service gap and requires an immediate response. As the 2020 winter season rapidly approaches, there are no concrete plans for warming center operations in the Greater Charleston region. This void puts our homeless population at risk during periods of inclement temperature.

The City of Charleston is currently working to fill this need caused by COVID-19 and recognizes it is critical to provide a cold weather warming center this winter. Last year, 1,632 individuals in the Lowcountry accessed emergency shelter, transitional housing or permanent supportive housing. Over eighty percent (80%) of those individuals were in the Greater Charleston region.

Last winter, cold weather shelter services were utilized 930 times over 17 nights. That’s an average of 55 people per night with numbers reaching as many as 119 individuals on a single evening in January.

Warming centers reduce vulnerabilities to cold temperatures for individuals who are homeless and serve as a key part of a broader goal to find solutions to the diverse problems associated with homelessness in our region. The City of Charleston plans to work in collaboration with community partners to provide comprehensive shelter services to individuals who are homeless during periods of inclement temperatures. At this time, the
location identified for the cold weather warming center in the City of Charleston is the Arthur Christopher Community Center at 265 Fishburne Street in Charleston.

The warming center will provide temporary lodging for the period of inclement temperature. In addition to lodging, the warming center will provide access to showers, two meals per day, blankets, pillows and cots to sleep. We also plan to connect individuals with any necessary additional services.

2. Beyond what you described above, are there additional barriers that people experiencing poverty in your community face when seeking services and how does your organization address these barriers?
The experience of homelessness creates a variety of barriers for providers who seek to support individual needs. One challenge we see regularly is the lack of shelter beds available to serve homeless individuals in the City of Charleston. As housing becomes less affordable and wages stagnate, the number of individuals who are homeless has the potential to rise. Yet, there is just one homeless shelter in the City of Charleston. And as that one shelter does not provide emergency shelter services, we have previously depended on outside groups to run warming centers.

The challenges of COVID-19 has left the Greater Charleston Region with no warming centers planned for operation this winter, which has caused the City to fill the void. While this has presented a short-term challenge, we also view it as an opportunity to explore whether or not the City may be able to provide warming center services in future years.

In addition, with a growing unsheltered population we are finding ways to meet individuals where they are located. The City of Charleston is building greater connectivity with agencies and fostering a more cohesive, strategic vision for how to address the issue of homelessness in the region. The City has also hired a full time outreach worker to engage with individuals who are unsheltered and help them on their path to a more stable future.

3. How do program participants qualify for your services? Are there particular requirements or criteria that must be met to qualify?
Any individual in the Greater Charleston Region who is unsheltered and needs a place to escape inclement temperatures this winter qualifies to stay at our Warming Center. The City of Charleston will create awareness of the new warming center to ensure any individuals in need can be served by utilizing our partnerships with service providers and other local municipalities.

4. If funded, how many individuals do you expect to serve during the 12 month grant cycle?
Approximately 400-500

5. Please share 1-2 examples from the past year that illustrate how your organization has impacted the lives of the people you serve. (This can include client success stories, goals you have set/achieved, numbers of services rendered, awards, etc.)
As the stark realities of COVID-19 began to hit around the country, the City understood that homeless individuals would face unique challenges and took swift action in support of their needs. The City of Charleston was the first community in the state to develop a plan for individuals to safely quarantine/isolate through a collaborative arrangement with DHEC, MUSC, a local medical transport company, and a local hotel.
Over 30 individuals who would otherwise have been unable to quarantine/isolate were successfully sheltered. The City has also partnered with an additional local hotel to provide transitional lodging as individuals work with their case managers to transition into permanent housing. During this time, the City has ensured that individuals have had access to food and have been connected to services. Thus far, the City has been able to assist over 50 men, women and children in need.

6. How do you get input from the people you serve?
   The City receives regular feedback from citizens and partner agencies. The public has the opportunity to provide feedback about issues in the community at City Council meetings and also by contacting staff via phone, email, or in person. The Department of Housing and Community Development interacts regularly with members of the public to hear about their concerns.

   Partner agencies and service providers also provide insights into how we can continue to improve our shared efforts to address homelessness. The City hosts a variety of regular meetings with agencies and providers in order to provide updates on what is happening in the community and to collaborate on addressing community concerns.

7. How have you used this input to improve your programming or service delivery?
   The partner agency meetings hosted by the City of Charleston has resulted in imminent needs being identified and has provided the City the opportunity to step in and provide support where necessary.

   The outreach program the city developed was due in part to feedback received from community partners. This feedback received, centered around local service provider’s lack of capacity to have a more regular presence out in the community doing direct outreach. Service providers had identified that they often struggled to maintain contact with various clients who had difficulty keeping appointments. In response to this, the city hired an outreach worker whose role, in part, is to ensure greater connectivity between individuals out in the community and local services, helping individuals to maintain appointments, providing follow-up, and so on.

   Due to feedback received from community partners centered on a desire for stronger service provider collaboration, the city has organized and facilitated a number of working groups to achieve that goal. These working groups have allowed for more consistent and regular contact with community partners yielding a more substantial and up to date understanding of adjacent programs & systems, which has, in turn, yielded more concrete collaborative strategies in working towards better serving the region.

8. What other organizations does your nonprofit partner with (e.g. government, civic, volunteer, faith based, other nonprofits, etc.) AND how do you partner?
   The City of Charleston is in regular communication with all service providers and other local governments and has served as a leader in bringing forward a united effort to address homelessness in the Greater Charleston Region. We partners with agencies such as One80 place, Trident United Way, the Navigation Center, My Sister’s House, Florence Crittenton Programs of SC, and many other local nonprofits. The City has bi-weekly calls with our service providers and also meets regularly with representatives from Charleston
County, Town of Mount Pleasant, City of North Charleston, and the Town of Summerville.

In addition to coordinating our shared efforts, the City also partners with organizations by providing financial support. The City directs CDBG, HOME, and HOPWA funding to local organizations to ensure that individuals in need receive support.

9. Please list other organizations from which funds have been requested for this program and the status of these requests (awarded, pending, declined, etc.). If no other funds have been requested, please explain why.

- City of Charleston - $10,000 secured plus in-kind staff time; potentially up to $50,000 depending on funding secured from other sources
- Other local government support - TBD
- South State Bank - $2,000 secured
- Coastal Community Foundation - $50,000 pending
- City staff are actively reaching out to additional partners to provide support, including the local faith community

Optional: The Foundation is committed to supporting nonprofits in South Carolina to build their effectiveness, resilience and adaptive capacity. To help us understand current trends throughout the state, what are your top three most pressing needs that if strengthened would build your organization’s capacity?

1 = Highest Priority/Most Important

a. Leadership (e.g. building staff and board leadership, investing in talent development, ensuring executive/senior level transition planning); b. Mission, Vision and Strategy (e.g. organizational and strategic planning, assessment and development); c. ProgramDelivery (e.g. execution of program design, delivery and evaluation); d. Fund Development (e.g. development and implementation of a fundraising strategy and plan to execute revenue-generating activities); e. Financial Management (e.g. management of day to day activities and long-range plan to ensure financial health); f. Communications (e.g. using marketing, online presence, media relations and social media to raise awareness and attract attention and resources to the organization/issue); g. Technology (e.g. building and using internal IT systems to facilitate work); h. Strategic Relationships (e.g. establishing connections with colleague organizations, stakeholders

Financial Management
Fund Development
Strategic Relationships

Optional: How did you hear about this grant opportunity?

Colleague/Friend

If you chose Affinity/Professional Association or Other in the above question, please specify below.

<table>
<thead>
<tr>
<th>Title</th>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Year Budget</td>
<td>City of Charleston 2020 Formal Budget_202003131537035263-min.pdf</td>
</tr>
<tr>
<td>Current Year Budget</td>
<td>City of Charleston Warming Shelter Budget.xlsx</td>
</tr>
</tbody>
</table>

Files attached to this form may be deleted 120 days after submission.

file:///C:/Users/johnsong/AppData/Local/Microsoft/Windows/INetCache/Content.Outloo... 10/19/2020
COMMITTEE / COUNCIL AGENDA

TO:       John J. Tecklenburg, Mayor
FROM:     Geona Shaw Johnson   DEPT.   Housing & Community Dev
SUBJECT:  CITY OF CHARLESTON - GRANT FOR THE WARMING CENTER FROM COASTAL COMMUNITY FOUNDATION - AFTER THE FACT APPROVAL - $50K

REQUEST: Request the Mayor and City Council approve a grant request in the amount of $50k to the Coastal Community Foundation (CCF). The grant when received would support the Warming Center. The Warming Center will be provided for unsheltered persons @ the Arthur Christopher Community Center when the weather falls below a certain temperature. Two providers; Hibben United Methodist Church & Alders-Gate United Methodist are not providing the services this year due to the COVID-19 Pandemic. The building owned by Charleston County located in N. Charleston, where similar services were also provided is currently under renovation. This grant assists in meeting the budgetary needs of this initiative. A budget is attached for your information along with the application submitted to the Coastal Community Foundation. Match is not a requirement for this grant.

COMMITTEE OF COUNCIL:   Ways and Means   DATE: October 27, 2020

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

Housing & Cmty Dev   x   N/A  
Corporation Counsel   x   N/A  
Grants Compliance   v   N/A  

Signature of Individual Contacted  

Attachment  X  

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

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

Balance in Account  Amount needed for this item  $0-

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

NEED:  Identify any critical time constraint(s).

CFO’s Signature:  

FISCAL IMPACT:  

Mayor’s Signature: John J. Tecklenburg, Mayor
ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
Greater Charleston Region Warming Center

City of Charleston
Mayor John Tecklenburg
75 Calhoun Street
Suite 3200
Charleston, SC 29401

Mr. Matt Ojala
75 Calhoun Street
Suite 3200
Charleston, SC 29401

ojalam@charleston-sc.gov
0: 843 724 7351
Application Form

Introduction

General Information

Coastal Community Foundation has activated its COVID-19 Response Fund to stand ready to deploy flexible resources to organizations that are working with communities disproportionately affected by the coronavirus outbreak and whose work is within our footprint: the 9 coastal counties of South Carolina: Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Hampton, Horry and Jasper Counties.

Currently, the COVID-19 Fund is focused on organizations addressing basic needs, such as food insecurity and shelter, as well as organizations that are pivoting their typical programming to address a strategic need that's arisen during the crisis. We’re not currently able to fund general operations outside of organizations that fall into those categories, though at some point we may be able to shift funding to those more sustaining grants as we progress through the crisis. Please, if you are not sure whether your organization should apply at this time, please contact Kristi Wallace, at kristi@coastalcommunityfoundation.org, and we will be glad to provide guidance.

The amount for grants awarded range for $5,000 to $50,000, and we ask that you keep this in mind as you consider how much to apply for.

If you have applied already, you are able to re-apply, should the need arise. That means, if you have not been awarded funding, or if your organization received funding and those dollars have been expended, you can indeed submit another application. We cannot guarantee that funding will follow, but with a rolling process and the consistently shifting environment, we believe it important to be as open as possible during this uncertain time.

Please see the FAQ section at the bottom of the application for more details on this funding opportunity.

Notice: In order to help make your recovery efforts as efficient as possible, we are partnering with Trident United Way for organizations located in the tri-county region (Berkeley, Charleston or Dorchester). If you are located in one of these three counties and you are part of Trident United Way's Charity Tracker Network, please submit an application to Trident United Way’s COVID-19 Response Fund (link here). Coastal Community Foundation is contributing to Trident United Way’s fund and participating on its grants committee. Rest assured, for those not a member of the Trident United Way’s Charity Tracker Network, you can submit an application to Coastal Community Foundation’s COVID-19 Relief & Recovery Fund.

Eligibility

This fund is designed to make grants only to 501(c)(3) nonprofit organizations, and groups fiscally sponsored by a 501(c)(3) organizations. We cannot accept applications from individuals or on behalf of individuals.

Questions?

Contact Kristi Wallace at, kristi@coastalcommunityfoundation.org

Applicant Information

Organization name:*

This should be your organization’s legal name. If you go by a different name, please note that here as well.
City of Charleston

Organization's Mission Statement*
To preserve and enhance the quality of life of the citizens of the City of Charleston

Check appropriate tax status:*  
Governmental agency

Organization's EIN (Employer ID#)*  
57-6000226

Mailing address*  
75 Calhoun Street, Suite 3200

City*  
Charleston

State*  
Please use 2 letter state code.  
SC

Zip code*  
29401

Website address:  
Facebook address:  
Primary contact:*  
Matt Ojala

Phone number:*  
8437247351

Email address:*  
ojalam@charleston.sc.gov

Secondary contact:  
Geona Shaw Johnson
Phone number: 843-724-7761

Email address: johnsong@charleston-sc.gov

Check the geographic area(s) that will be served by this request:
Charleston County

*Information Related to this Request*

**Project Title**: Greater Charleston Region Warming Center

**Dollar amount requested**: $50,000.00

**Total cost of project (if known)**: $150,000.00

**Annual budget of the organization**: $237,951,128.00

**Year to date budget**: Attach your year to date budget, showing actual to budgeted for revenue and expenses. Please do not password protect.

City of Charleston Warming Shelter Budget.xlsx

**Primary population**: Tell us the primary population your organization serves and current numbers, under normal circumstances.

The City of Charleston works to preserve and enhance the quality of life for its citizens, including those who are experiencing homelessness. Through the Department of Housing and Community Development, the City provides financial support to nonprofits serving this population, connects individuals with services, and collaborates with partners to create a strategy to address homelessness.
How is your organization responding to help those affected by COVID-19?

This winter, we are facing unique challenges to meet the needs of individuals who are homeless. One county-owned building traditionally utilized as space for a warming center has been repurposed and is not available; two faith-based communities who have historically taken in the lion's share of this need are unable to offer shelter services due to the COVID-19 pandemic. This has resulted in a sizeable service gap and requires an immediate response. As the 2020 winter season rapidly approaches, there are no concrete plans for warming center operations in the Greater Charleston region. This void puts our homeless population at risk during periods of inclement weather.

The City of Charleston is currently working to fill this need caused by COVID-19 and recognizes it is critical to provide a cold weather warming center this winter. Last year, 1,632 individuals in the lowcountry accessed emergency shelter, transitional housing or permanent supportive housing. Over eighty percent (80%) of those individuals were in the Greater Charleston region. Last winter, cold weather shelter services were utilized 863 times over 16 nights. That’s an average of 54 people per night with numbers reaching as many as 119 individuals on a single evening in January.

Warming centers reduce vulnerabilities to cold temperatures for individuals who are homeless and serve as a key part of a broader goal to find solutions to the diverse problems associated with homelessness in our region. The City of Charleston plans to contract with a provider for comprehensive shelter services to individuals who are homeless during periods of inclement temperatures. At this time, the location identified for the cold weather warming center in the City of Charleston is the Arthur Christopher Community Center at 265 Fishburne Street in Charleston.

The warming center will provide temporary lodging for the period of inclement weather. In addition to lodging, the warming center will provide access to showers, two meals per day, blankets, pillows and cots to sleep. We will also seek to connect individuals to services.

How would you expend funding?

Summarize how you would expend funding during this time of crisis. Include details such as timeline, number of people directly benefiting, scope, etc. Share budgetary detail, including the estimated cost of specific items requested, and how you would allocate funding if received (e.g. $150,000 would allow us to purchase emergency assistance for ___ individuals).

Funding would support the operation of a warming center this winter for the Greater Charleston Region. The warming center would be open on nights from November through March in which temperatures are anticipated to drop below 40 degrees Fahrenheit and present a health and safety risk to individuals who are homeless. Based off historical temperatures over the previous five years, we are estimating the warming center would be open for approximately 30 nights.

Using information from warming center providers last winter (described above), we estimate an average of 60 individuals served per night.

Based on the budget from a similar effort in the City of Columbia, we estimate the cost of operating a professionally staffed warming center this winter will be approximately $150,000. This would provide for the appropriate staffing, supplies, food, and equipment to provide these critical services.

While we have built out a budget of estimated costs, we have also begun to solicit requests for food donation, equipment, and volunteer support. Our hope is we will be able to reduce the overall budget with in-kind support, but we need to be prepared for a worst case scenario.

Funding this effort will require a partnership among both local government and community partners. Due to a $40M shortfall in its own budget and given the regional nature of the issue, the City of Charleston is reaching out to various partners for support.

Printed On: 19 October 2020          COVID-19 Fund Application 2020
FINANCIAL BUDGET ESTIMATE

- Approximately $100,000 in personnel costs, including the hiring of individuals who will serve in the following functions: Setup and clean-up, registration, hosts, counselors, overnight support, and security;
- Approximately $18,000 for food costs, including breakfast and dinner for each individual served, coffee, water, and snacks;
- Approximately $16,000 for equipment costs, including: cots, sheets, blankets, pillows, barriers, towels, plastic sheeting, tables, chairs, amenity kits, laundry baskets, shelter vests, kitchen items, coffee makers, paper products, and cleaning supplies.
- A 10% contingency rate to equal approximately $14,000.

Support at the $50,000 level will allow us to staff the warming center during periods of inclement weather through November through March and will allow us to provide for the health and safety of hundreds of individuals who are homeless throughout the region. Again, last winter, cold weather shelter services were utilized 863 times over 16 nights. That’s an average of 54 people per night with numbers reaching as many as 119 individuals on a single evening in January.

OTHER FINANCIAL RESOURCES:* 
Please tell us what other financial resources will support this request, and include whether the dollars are already secured or if they are pending, as well as, from what source(s). Please enter N/A if not applicable.

- City of Charleston - $10,000 secured plus in-kind staff time; potentially up to $50,000 depending on funding secured from other sources
- Other local government support (TBD)
- South State Bank - $2,000 secured
- Sisters of Charity - $10,000 (pending approval)
- City staff are actively reaching out to additional partners to provide support

TELL US WHO YOU PARTNER WITH FOR THIS REQUEST:* 
Who are you partnering with and how are you working together? Please indicate if this is an existing or just initiated collaborative or network.

The City of Charleston is seeking an operator to run the warming center. We are actively soliciting the operator through a Request for Proposals and anticipate selecting a qualified partner to staff and run the day-to-day operations of the site this winter. In lieu of a qualified operator being willing and able to operate the site, the City is prepared to look to City staff or other volunteer support to fill the void. Staff is actively involved in discussions with previous warming center operators - Aldersgate and Hibben United Methodist Churches - to determine the extent for which they can provide guidance and support.

As potentially the only warming center in the region this winter, the City will also collaborate with other local governments. A meeting is on the calendar with leadership from the County and all of the cities in the Charleston region to determine how each jurisdiction will provide support in this effort.

IS THERE ANY ADDITIONAL INFORMATION YOU FEEL YOU WOULD LIKE TO ADD? 
While the immediate need is to provide a warming center this year for the Greater Charleston Region, the City is also exploring whether it can offer a warming center in future years. There has previously not been a warming center located in the City of Charleston as the previous two warming centers have operated in other
cities - Albersgate in North Charleston and Hidden United Methodist (Churches in Mount Pleasant, Dew Drop Place, located in Charleston, does not provide warming center or emergency shelter services).

By operating a warming center this year, it will provide the City the groundwork to potentially offer a space in coming years. While the impacts of COVID-19 on the City’s budget in future fiscal years is to be determined and could impact our ability to provide a warming center in the future, we view this as a first step towards a long-term effort to support the needs of individuals who are homeless during periods of cold temperatures.

**Terms of Grant**

By checking the box below, you agree to the following terms:

- Any funds received are to be used exclusively for the purpose described above. If you encounter difficulty using any received funds as described above, contact Edie Blakeslee at Edie@CoastalCommunityFoundation to request permission to repurpose, prior to making any changes.

- All state and federal laws will be upheld, and your organization will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability or any other characteristic protected by law when using these funds.

- Your organization will remain in good standing with the South Carolina Secretary of State and the IRS.

- Funds will be expended within 60 days. If you encounter difficulty using any received funds within 60 days, you will contact Edie Blakeslee at Edie@CoastalCommunityFoundation to discuss whether an extension of the grant period is appropriate.

- A written report will be provided to Coastal Community Foundation after all funds have been expended.

I agree to the above Terms of Grant*  
Yes

**FAQ's**

Q. Can you give more information about the COVID 19 Response Fund?

A. Coastal Community Foundation has had a disaster response fund for decades, whose purpose to assist in time of disaster response, and in times of large community impact from an epidemic, hurricane, etc. It is activated as needed, such as with the current COVID-19. We encourage institutions, companies, other funders, and anyone, anywhere to contribute should the Lowcountry hold a special place for them.

Q. Will funds from the COVID-19 Fund be co-mingled with funds from prior disasters?
A. No, funds are not to mingled, as we segregate and track accordingly.

Q. Will any funds be held back to maintain a small balance for the future?

A. No, we deploy all funds for immediate, short- and long-term efforts related to the disaster for which dollars were donated.

Q. What will the COVID-19 Response Fund support?

A. The initial goal is to award one-time operating grants, on a rolling basis, to nonprofits whose operations are in support of vulnerable populations, elders, children, health compromised, and others, that have been stressed by the outbreak. It should be noted that this fund is designed to make grants only to 501(c)(3) nonprofit organizations, and groups fiscally sponsored by a 501(c)(3) organization, and we cannot accept applications from individuals or on behalf of individuals.

Q. When will you announce grants?

A. We will publish the names of grantees and more information on a regular basis, as dollars are deployed.

Q. Can my organization tell you what we are doing or how we are effected by the epidemic?

A. Yes, please fill out this short, ten question survey on the impact that COVID-19 has had on your organization whether through operations, programs, or both. https://forms.gle/uqJxVBSJmYqP6FS7
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**Total Cost:** $3,165.00
File Attachment Summary

Applicant File Uploads
- City of Charleston Warming Shelter Budget.xlsx
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Johnson DEPT. Housing & Community Dev.
SUBJECT: U.S. CONFERENCE OF MAYORS – AWARD APPLICATION FOR AFFORDABLE HOUSING
REQUEST: After-the-fact approval for the submission of an award application to USCM in the amount of $150,000 to develop 6 affordable housing units in partnership with the Charleston Redevelopment Corporation.

COMMITTEE OF COUNCIL: W&M DATE: October 27, 2020

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

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<td>Sarah Fischler</td>
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<td>Grant Writer</td>
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<td>Geona Johnson</td>
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<td>Director, HCD</td>
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FUNDING: Was funding previously approved? Yes □ No □ □ N/A □
If yes, provide the following. Dept./Div.: ______ Account #: ______
Balance in Account ______ Amount needed for this item ______

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

NEED: Identify any critical time constraint(s).
The application was submitted on October 9th, 2020 in order to meet the deadline.

CFO's Signature: ____________________________

FISCAL IMPACT:
There is no required nor recommended match.

Mayor's Signature: ____________________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
2. Mayor Contact Information

Select Population Category:
- Medium (Population of 50,000 – 275,000)

Mayor's Name:
Mayor John J. Tecklenburg

Mayor's City:
Charleston

Mayor's State:
South Carolina

Mayor's Phone:
(843) 724-3737

Mayor's Email:
tlecklenburgj@charleston-sc.gov

3. Mayor Staff Contact Information

Mayor's Staff Contact Name:
Sarah Fichera

Mayor's Staff Contact Address:
2 George Street

Mayor's Staff Contact City:
Charleston

Mayor's Staff Contact State:
South Carolina

Mayor's Staff Contact ZIP:
29401

Mayor's Staff Contact Phone:
2018194001

Mayor's Staff Contact Email:
licheras@charleston-sc.gov

4. Non-Profit Contact Information

Non-Profit Contact Name:
F.A. Johnson II Esq

Non-Profit Contact Address:
75 Calhoun Street Suite 3200
5. Section 1: Description of proposed Mayor initiative program completed by Mayor’s office and non-profit organization

Name of the project or program

The Palmetto Community Land Trust (PCLT) is a program of the Charleston Redevelopment Corporation (CRC), a 501(c)(3) nonprofit corporation whose mission is to provide long-term housing affordability.

Is it a new or existing project or program? If an existing project or program, what year did it start?

PCLT is an existing program that started in 2017 to aid the City of Charleston, City of Charleston Housing Authority, the Historic Charleston Foundation, and the community at large to create and preserve affordable housing in Charleston.

Provide an executive summary describing how grant funds will be used (limited to 500 words)

The City of Charleston, in partnership with the Charleston Redevelopment Corporation (CRC), is requesting $150,000 in grant funding to contribute to the acquisition and construction of 6 affordable homes. If granted outstanding achievement funds of $50,000, it will contribute to the development of 2 affordable homes. A top priority of the Mayor and community stakeholders, the Project will be leveraged by local dollars that exceed $33 million.

The Palmetto Community Land Trust is a program of the Charleston Redevelopment Corporation, a 501(c)(3) nonprofit corporation providing long-term housing affordability. The program ensures homes remain affordable for perpetuity as the land remains in trust while the end product is sold to the prospective purchaser. The Land Trust model was implemented in 2018 by a team of partners – the City of Charleston, Charleston Housing Authority, and the Historic Charleston Foundation. The Project will focus on two neighborhoods – the historically African American Maryville-Ashville and Rosemont areas. Maryville-Ashville is located in West Ashley, a suburb of Charleston. Minutes from Charleston's peninsula, the neighborhood and former town founded in the 1800s have grown into a diverse area with both single and multi-family rental and ownership homes. Rosemont is located in the upper downtown area of Charleston where both industrial and residential developments are prevalent. Both neighborhoods are experiencing gentrification as more people move to Charleston rapidly driving up housing, transportation, and related costs. To combat the effects of rising costs for community members the PCLT, with the assistance of the Community WINS Grant Program will create and preserve housing that will be available for first-time homebuyers.
Why did the city identify the need for this project or program?

Charleston, South Carolina is impacted by the affordable housing crisis similar to many cities across the U.S. A lack of affordable housing impacts prospective homeowners, renters, and businesses. Nationally, the share of renters who spend more than 50% of their income has doubled from 23% in 1990 to 41% in 2016 in the U.S. In Charleston County, at least a six-figure income is needed to buy a typical single-family home. A recent study listed Charleston as one of the worst places in the U.S. to launch a small business due to high real estate prices.

In response to the affordable housing crisis, the Palmetto Community Land Trust (PCLT) program began operation in 2018 by the Charleston Redevelopment Corporation (CRC), a private 501(c)(3) nonprofit corporation governed by an all-volunteer Board of Directors. There is permanent representation on the Board from the following stakeholder organizations: the City of Charleston, Charleston Housing Authority, and Historic Charleston Foundation. The PCLT program is designed to utilize public-private partnerships to acquire land, develop housing, and sell or rent those homes at an affordable rate in perpetuity. The program focuses on neighborhoods, such as Maryville, Ashleyville, and Rosemont with abandoned homes and vacant lots that are well-suited to be transformed into affordable housing.

The Land Trust program provides tremendous value to the Charleston community by redeveloping underused blighted property, providing a single point of contact for facilitating procurement activities through the 501(c)(3) account; convening a team of experienced professionals in community development, collaborating with community stakeholders and developers; creating affordable housing opportunities, demonstrating sustainable building practices; and implementing based upon market demand.

How is the Mayor supporting the initiative?

The Honorable Mayor John J. Tecklenburg has identified, “increasing the supply of affordable and workforce housing” as one of his administration’s top five priorities for the citizens of Charleston. To support this priority area, the Mayor has served as the facilitator to bring together the key organizations that are tangent all to the effort including the PCLT Board members and developers to cultivate public-private partnerships.

As a leader on the City Council, Mayor Tecklenburg advocated for the City’s Bond Program to be utilized for affordable housing. The CRC was selected to administer the $20 million bond program, which provides funding to other non-profit developing agencies in concert with the City’s EDA Revolving Loan Fund to assist with the preservation and creation of housing. By November 2021, $16 million of bond funding will be lent to developers in support of 517 units of affordable housing to impact an estimated 1,293 citizens.

Describe how your project or program is innovative or outstanding:

The Community Land Trust Model is an innovative feature that can be replicated in cities across the U.S. A core tenet of the model includes the community control of land where the trust owns the land, conveys certain rights and responsibilities to the owner of the improvements via a 99-year long-term renewable ground lease. In addition, housing is removed from the speculative market to restrict price appreciation and to maintain long-term affordability. This model preserves public and private subsidies by managing price appreciation, retaining community value while recycling the subsidy, land, and affordable units for future generations. Other communities may be attracted to adopting this model because it creates the opportunity to reach scale through joint venture development and public-private partnerships. The model can be adapted to the unique opportunities in the community as it relates to homeownership and rental housing in addition to small businesses and commercial. Additionally, Land Trust models have been proven to increase housing stability, decrease rates of foreclosure, and is a suggested strategy to minimize the displacement of low-income residents.

The work of the City and PCLT can be considered outstanding for managing at the local-level what can be considered typically state-level work of utilizing tax credits and bond financing for affordable housing. This is a sizeable feat for a medium-sized City with an all-Volunteer Board. The City can share recommendations and best practices to other cities on how to navigate the process at the municipal level.
List the city’s goals for housing initiatives and how those goals are accomplished by the project or program

The goals of the Palmetto Community Land Trust program are: (1) to increase the supply of affordable for-sale housing and affordable rental housing; (2) to ensure the long-term affordability of the units; (3) preserve and recycle scarce private and public subsidy dollars. CRC is looking to build 150 affordable housing for single-family homeownership units across various neighborhoods within the City of Charleston. The vision is to successfully transform undeveloped sites into new housing options that provide an inviting place for homeownership while enhancing the natural community through a Managed Planning Process.

The CRC has the ability to implement The Housing Initiative acting as Master Developer and provide the vehicle to own and maintain the properties long term through its existing PCLT model. The primary objective is to successfully implement a series of catalyst project(s) in a phased approach, which will create an exciting new local point(s) in four identified neighborhoods. This will be accomplished through two components. The first component involves the creation of The Master Plan for the entire four neighborhoods, while the second component focuses on implementing a series of catalyst projects as master developer for the four neighborhoods. This approach would allow the CRC to direct the overall success of the re-development while allowing immediate implementation and impact in the impacted communities.

This managed planning process will evaluate the proper unit mix (type and size) for residential space for the community. It would also incorporate a Pre Construction component that would identify the point(s) of beginning (i.e. implementation plan) based upon the results of market analysis.

6. Budget

Upload a detailed Budget A and B with specific line item(s) explaining how the grant dollars will be allocated to proposed initiatives/program:

Upload Budget A

Grant_Budget_Summary_150k.docx

Upload Budget B

Grant_Budget_Summary_550k.docx

What other resources are available for leverage?

- Administrative fee based on the amount of the loan
- $20m Bond Funds (approved by Citizens in Nov. 2017 Election)
- $10m Urban Development Action Grant UDAG funds
- Affordable housing grants
- $100,000 HOME Investment Partnership funds (HOME) through HUD HDO administered funds
- Low Income Housing Tax Credits

How much money is required for a successful implementation of this project or program?

The project requires at least $30,000 to acquire and construct 1 affordable housing unit.

If desired, please attach a project budget; no more than 15% can be used toward administrative fees.

Who are your partners? What other funding sources or resources will be used to support the project or program?

The team of partners includes the Historic Charleston Foundation in addition to the Maryville-Ashleyville and Rosemont Neighborhood Associations. An estimated $100,000 was facilitated by the Historic Charleston Foundation.
List project plan or timeline showing key milestone dates and expected project completion timeframe (include funding through completion date with completion date being no later than 1 year from funds awarded)

Winter 2021: Acquisition
Spring 2021: Pre-Construction and Due Diligence
Summer 2021: Construction
Fall 2021: Construction & Project Closeout

How will your organization measure the project's success?

By November 2021, $16 million of bond funding will be lent to developers in support of 517 units of affordable housing to impact an estimated 1,283 citizens. The USCM grant funding in the amount of $150,000 will create an additional 6 units of housing to impact approximately 15 residents. The project's success will be measured by the percentage of construction completed, number of units sold or rented, number of first-time homeowners' total amount of leveraged resources, and number of public-private partnerships.

Upload: Mayoral Letter of Support

Please address it to: 2020 CommunityWINS Judging Panel c/o USCM, 1620 Eye Street N.W., Washington D.C. 20006

7. Section 2: Organization and program information completed by the non-profit organization

Name of Non-Profit:
Charleston Redevelopment Corporation

Mission Statement:
The Charleston Redevelopment Corporation was founded in 2017. The mission of CRC is to add more affordable for-sale housing and rental housing, protect long-term affordability of the PCLT properties, and provide a cost-effective use of funding for affordable housing.

Year Founded:
2017

General overview of programs and services offered:
The Palmetto Community Land Trust (PCLT) is a program of the Charleston Redevelopment Corporation (CRC), a 501(c)(3) nonprofit corporation whose mission is to provide long-term housing affordability. The strategic focus of the PCLT is enable large-scale joint venture development of affordable rental housing through the acquisition, construction, and rehabilitation of sites in Charleston, SC.

Staff information – names and titles and brief description of qualifications:
The Charleston Redevelopment Corporation and the Palmetto Community Land Trust initiative are guided and governed by F.A. Johnson, II Esq., Director of Development, and 15 members serving on the Board of Directors that reflect the cross-section of stakeholders in the community.

Board members include: Eli Poliakoff, Esq. (Chairman) of Nelson Mullins Riley & Scarborough LLP; Geona Shaw-Johnson (Vice President) Director, City of Charleston, Housing and Community Development; Cheryl F. Ferraro, CPA (Treasurer) Vice President, Humanities Foundation, Inc./James Doran Company; Diane Hamilton (Secretary) President, Maryville/Ashville Neighborhood Association; Erich Chatham, Managing Partner, Civitias LLC; Latonya Gamble, President, Eastside Community Development Corporation (ECCD); Don Cameron, President, CEO, Housing Authority of the City of Charleston; April Magill, Principal Architect, Owner, Root Down Designs, LLC; Carol Jackson, City Councilmember, City of Charleston; Edward McKelvey, Vice President, South State Bank, Olde Meadows, Chief Operating Officer, Charleston Trident Urban League; Theron Shyne, President, City of Charleston, April J. Wood Manager of Easements and Technical Outreach, Historic Charleston Foundation; Isadell Wright, Board of Directors, Humanities Foundation, and Resident, West Ashley Grandview Apartments and Perrin Middleton CEO, GO Federal Credit Union.
Relationship with Wells Fargo (e.g. local investments, grants or volunteer support. Please include contact information for relationship.)

The City of Charleston has cultivated a historical lending and grant relationship with Wells Fargo. Previously, Wells Fargo has assisted the City’s first-time homebuyers program by providing financing to homeowners in support of the City’s program. In addition, the Wells Fargo Foundation has supported rental housing efforts by providing a $500,000 grant to support Veterans rental housing. Kimberly Davis served as the Wells Fargo point of contact for the Veterans rental housing grant.

List examples of recent projects with city:

In 2019, CRC purchased the 48-unit Sea Island Apartment complex on John’s Island from the Humanities Foundation. CRC used $2M in UDAG funds, borrowed $1M from the City, and the City The apartments were incorporated into the Trust and rented to families at 60% AMI or lower. In 2020, the City of Charleston transferred ownership of a vacant lot, contributed $40,000 in HUD HOME grant funds to construct a single family home, which will sell to a low-to-moderate income family. An ongoing project, CRC is managing the City of Charleston’s $20M bond program for affordable housing.

Describe the success metrics you will use to ensure a successful initiative/program, including expected outcomes and impact.

The applicant will measure the percentage of construction completed, number of units sold to first-time homebuyers, number of units rented, and the total amount of leveraged resources including both cash and in-kind resources.

8. Section 3: Required application information to qualify completed by the non-profit organization

Upload your organization’s W-9
CRC_W9_2020.pdf

Upload your organization’s Federal Tax ID Number and certificate.
CRC_Tax_Exempt_Letter_IRS.pdf

Submit evidence of 501 (c)(3) status
CRC_Tax_Exempt_Letter_IRS.pdf

Provide financial information related to your organization, including an annual budget and fundraising report (2 years of audited financials and current balance sheet)
CRC_2019_Tax_Return.pdf

Provide a copy of current annual budget
CRC_Ongoing_Budget_2020.pdf
City of Charleston

JOHN J. TECKLENBURG
mayor
October 9, 2020

2020 CommunityWINS Judging Panel c/o USCM
1620 Eye Street N.W.
Washington, DC 20006

Re: Mayor of Charleston’s Letter of Support

Dear 2020 CommunityWINS Judging Panel:

I am writing to express my strong commitment to the City of Charleston’s USCM CommunityWINS grant submission. The City is requesting $150,000 in funding to acquire and construct 6 affordable housing units in partnership with the Palmetto Community Land Trust, a program of the Charleston Redevelopment Corporation, a 501(c)(3) nonprofit organization.

As the Mayor of Charleston, one of my top priorities is to develop long-term affordable housing. In Charleston County, it takes at least $100,000 income to buy a typical single-family home with the average rent $1,600 higher than the national average. In response to our local affordable housing crisis, the Palmetto Community Land Trust program was founded in 2018 by the Charleston Redevelopment Corporation.

The Land Trust program is designed to utilize public-private partnerships to acquire land, develop housing, and sell or rent those homes at an affordable rate in perpetuity. The program focuses on neighborhoods with abandoned homes and vacant lots that are well-suited to be transformed into affordable housing. The Land Trust program strongly aligns with the grant program’s goal to address housing affordability solutions by increasing availability and affordability of rentals and sustainable homeownership.

If awarded grant funding, I am fully committed to ensuring the successful completion of this grant-funded Project in compliance with USCM requirements. Thank you in advance for your consideration of this request to support long-term affordable housing solutions in the Charleston, SC area. If you have any questions or require additional information, please do not hesitate to contact me.

Most sincerely yours,

[Signature]
John J. Tecklenburg
Mayor, City of Charleston
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matthew Fountain
DEPT. Stormwater Management
SUBJECT: MOA WITH CHARLESTON COUNTY AND TOWN OF JAMES ISLAND
REQUEST: To enter into an agreement with Charleston County and the Town of James Island to jointly assess and monitor the James Island Creek Watershed to comply with terms of the SCDHEC Total Maximum Daily Load (TMDL). Approval authorizes annual City expenditures of up to $25,000 towards these efforts.

COMMITTEE OF COUNCIL: W&M DATE: October 27, 2020

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

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

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

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

Balance in Account ______ Amount needed for this item ______

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:

Funding will be budgeted in the 2021 Stormwater Utility Fund.

Mayor's Signature: ____________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
STATE OF SOUTH CAROLINA )
) MEMORANDUM OF AGREEMENT
) FOR JAMES ISLAND CREEK TMDL
COUNTY OF CHARLESTON ) MS4 MONITORING

This Memorandum of Agreement ("Agreement") is made this ___ day of
______________, 2020, by and between Charleston County, a public body corporate and
politic (hereinafter referred to as the "COUNTY"), the Town of James Island (hereinafter
referred to as "TOWN") and the City of Charleston (hereinafter referred to as "CITY")
(collectively "the Parties") for the James Island Creek TMDL MS4 Monitoring and
Assessment Study.

W I T N E S S E T H

WHEREAS, the South Carolina Department of Health and Environmental
Control has established a Total Maximum Daily Load ("TMDL") within the James Island
Creek that requires an assessment study and monitoring efforts; and

WHEREAS, the COUNTY shall retain a consultant to perform the services of
TMDL MS4 Monitoring within the James Island Creek Watershed, hereinafter referred to
as the PROJECT; and

WHEREAS, the CITY and TOWN are each a body politic with all the rights
and privileges of such including the power to contract as a necessary and incidental
power to carry out the functions covered under this Agreement; and

WHEREAS, the CITY and TOWN, each having an interest in the completion of
the assessment study and monitoring efforts, due to having jurisdiction within the
watershed and thus TMDL MS4 Monitoring requirements, have agreed to work together
with the COUNTY in the hereinafter described PROJECT.

NOW THEREFORE, in consideration of the several promises to be faithfully
performed by the Parties hereto as set forth herein, the sufficiency whereof is
acknowledged, the Parties do hereby agree as follows:

I. PROJECT DESCRIPTION:

The scope of the in-contract work for the PROJECT shall be performed per the
request of COUNTY. The PROJECT shall be performed in conformance with
terms of the contract (attached as Exhibit A) for the PROJECT by the
COUNTY'S prime consultant, Woolpert, Inc., hereinafter referred to as the
CONSULTANT.
The effective date of this Agreement is the date of the execution by the Parties hereto and shall terminate upon completion of the Project unless terminated earlier pursuant to the terms of the Agreement.

III. TERMINATION:

The County may terminate this Agreement for any reason, at the County’s sole discretion, with sixty (60) days written notice to the addresses set forth below. To the extent either the City or Town desires to withdraw from participation in this Agreement, either Party may do so with sixty (60) days written notice to the addresses set forth below. In case of such a withdrawal the Agreement shall proceed, in accordance with the terms described herein, between the County and the remaining Party.

IV. SCHEDULE:

The sequence and timing of the PROJECT within the PROJECT schedule will be determined by the CONSULTANT and the COUNTY. The COUNTY reserves the right to amend the PROJECT schedule at its sole discretion. The COUNTY will provide reasonable notification to CITY and TOWN of changes to the PROJECT schedule.

V. THE COUNTY SHALL:

a. Provide to the CITY and TOWN timely correspondence concerning PROJECT scope changes, changes in schedules, routine communication, or any other such activities that may impact the PROJECT.

b. Include CITY and TOWN in any progress meetings as they may pertain to the PROJECT.

c. Provide access to the Project records for CITY and TOWN to review the PROJECT.

d. Allow CITY and TOWN to review consultant pay requests relating to the PROJECT prior to payment and any change orders which affect the cost of the PROJECT.

e. Maintain sole contact with the CONSULTANT relating to PROJECT scope, work order directives, pay requests, and other correspondence.
VI. **CITY AND TOWN SHALL:**

   a. Review and provide comments, as necessary for all CONSULTANT pay requests related to the PROJECT prior to payment and any change orders that affect the cost of the PROJECT. Comments shall be made within seven (7) calendar days of receipt by CITY and TOWN of notification from the COUNTY of the CONSULTANT’s pay request or change order.

   b. If CITY nor TOWN do not approve any portion of the PROJECT or any pay request, the reasons therefore must be clearly stated in writing delivered to the COUNTY along with corrective recommendations within seven (7) calendar days of receipt by CITY and TOWN of the CONSULTANT’s pay request or change order.

   c. If the COUNTY does not receive approval or written documentation of reasons for not approving the CONSULTANT’s pay request or change order within seven (7) calendar days of receipt, the COUNTY shall consider the pay request or change order as approved for payment.

   d. If the CITY or TOWN withdraw from this Agreement prior to completion of the PROJECT, the CITY or TOWN shall be responsible for payment of its share of the completed work and/or work that has been agreed to up to that point.

VII. **FUNDING:**

   a. COUNTY estimates the total cost of the PROJECT with the CONSULTANT to be less than $25,000 per year in order to comply with SCDHEC guidelines. Additional monitoring, if desired by ALL parties, will be negotiated and approved of collectively by all parties.

   b. COUNTY shall pay the contract invoice amounts of the PROJECT to the CONSULTANT.

   c. COUNTY will be responsible for 8.00% of the total cost of the PROJECT to be performed by the CONSULTANT.

   d. CITY will reimburse the County for 58.00% of the total cost of the PROJECT to be performed by the CONSULTANT.

   e. TOWN will reimburse the County for 34.00% of the total cost of the PROJECT to be performed by the CONSULTANT.

   f. Should the negotiated price and any addendums for the PROJECT exceed what is previously estimated, the COUNTY will provide CITY and TOWN the opportunity to concur with the increased cost. If CITY and/or TOWN do
not concur with the increased cost, the COUNTY may choose to authorize the additional cost at its own expense. All agreed upon project costs will be shared per Section VII, Funding, Items c, d and e above. Should only two parties agree with the change, the costs will be shared on a pro rata basis among those parties.

g. CITY and TOWN shall remit payments of its share of the monthly cost, to the COUNTY for the PROJECT within thirty (30) calendar days of receiving an invoice from the COUNTY.

VIII. GENERAL:

a. Upon COUNTY'S acceptance of the PROJECT, or any specific portion thereof, COUNTY will assume sole and complete responsibility for the PROJECT. For purposes of this Agreement, COUNTY will be considered to have accepted the PROJECT, or any specific portion thereof, by issuing a written acceptance of the monitoring to the CONSULTANT.

b. Upon completion of monitoring events during the PROJECT, any data collected under this agreement shall be made available to the CITY, TOWN and COUNTY regardless of who requested the monitoring.

IX. NOTICE:

All notices or other communications hereunder shall be sufficiently given and shall be given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places may be designed in writing by the Parties:

AS TO THE CITY:

Matthew Fountain, P.E., P.G.
Department of Stormwater Management
2 George Street
Charleston, SC 29401

John T. Tecklenburg, Mayor
P.O. Box 304
Charleston, SC 29401

Janie Borden, Esq.
Assistant Corporation Counsel
50 Broad Street
Charleston, SC 29401
AS TO THE TOWN:

Mark Johnson, Public Works Director
1122 Dills Bluff Road
James Island, SC  29412

Bill Woolsey, Mayor
1122 Dills Bluff Road
James Island, SC  29412

Ashley R. Kellahan, Town Administrator
1122 Dills Bluff Road
James Island, SC  29412

AS TO COUNTY:

Steve Thigpen, Director of Public Works
Lonnie Hamilton III, Public Service Building
4045 Bridge View Drive, Suite B309
North Charleston, SC  29405

X. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the Parties hereto. There shall be assignment, by either Party, of any rights or responsibilities in this Agreement without written consent of the other Party.

XI. GOVERNING LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. All litigation arising under this Agreement shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

XII. SEVERANCE:

Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive this suspension, termination or expiration hereof shall be deemed to so survive.
XIII. **ENTIRE AGREEMENT:**

This Agreement, when fully executed, shall supersede any and all prior and existing agreements between the Parties, either oral or written, and contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement must be made in writing and signed by all Parties.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed on the date indicated above.

**WITNESSES:**

__________________________

__________________________

**CITY OF CHARLESTON**

By: ________________________(Signature)

Title: __________________________

**WITNESSES:**

__________________________

__________________________

**TOWN OF JAMES ISLAND**

By: ________________________(Signature)

Title: __________________________

**WITNESSES:**

__________________________

__________________________

**CHARLESTON COUNTY**

By: ________________________(Signature)

Title: __________________________
DRAFT Scope of Services

James Island Creek Grab Sampling

Project Understanding

The State of South Carolina National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Regulated Small Municipal Separate Storm Sewer Systems (SMSS), SCR030000 requires Charleston County, the City of Charleston, and the Town of James Island, as permittees, to implement a monitoring plan to measure pollutant levels within a Total Maximum Daily Load (TMDL) watershed. The permit requires monitoring to be conducted beginning not more than 18 months after the TMDL effective date, which was January 2020 for the James Island Creek TMDL. The permittees would like to implement a grab sampling effort within the watershed to assess the water quality.

To begin collecting data within the James Island Creek watershed, the permittees would like to collect seasonal wet weather grab samples at two locations (JIC1 and JIC2), monthly dry weather samples, and optional additional sampling and testing. This project includes the collection of the grab samples, laboratory analysis for enterococcus, and associated reporting for a 12 month period.

Task 1 – Compliance Sampling

To maintain permit compliance, the permittees need to sample at least once per season (e.g. winter, spring, summer, and fall) during a storm event. This task includes the collection of manual grab samples once per season during a wet weather event at both monitoring locations. At a minimum, samples will be analyzed for the pollutant of concern in the James Island Creek TMDL, enterococcus. This task will require coordination during a potential approaching storm and guidance on the spacing of grab sampling during the storm event. Up to six (6) samples per storm event per location will be spaced based upon the anticipated duration of storm water runoff, but the period of time for collection during each event will be heavily influenced by inclement or dangerous weather conditions, daily tidal cycles, pollutant holding times, and/or laboratory business hours. The grab samples must be analyzed by a state certified lab for enterococcus, which is Trident Laboratory in Ladson, SC. Bacteria sample results will be sent to the County no later than one week after Woolpert receives the results from the laboratory.

Task 1 Deliverables:
- Raw laboratory data

Task 1 Fee Estimate

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee (NTE)</th>
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<tbody>
<tr>
<td>Manual Grab Samples and Wet Weather Monitoring</td>
<td>$6,000</td>
</tr>
<tr>
<td>Reimbursables (Lab fees, mileage, etc.)</td>
<td>$4,000</td>
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<tr>
<td>TOTAL FEE (annually)</td>
<td>$10,000</td>
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</tbody>
</table>

Task 2 – Dry Weather Sampling

This task includes the collection of dry weather manual grab samples once a month at both monitoring locations. Woolpert will collect up to four (4) dry weather samples in a single day, at varying tidal conditions to the extent possible. The flow conditions, weather conditions, and ebb or flow of the tide will be documented at the time of sampling. At a minimum, samples will be analyzed for the pollutant of concern in the James Island Creek TMDL,
Enterococcus. The grab samples will be analyzed by Trident Laboratory in Ladson, SC. Bacteria sample results will be sent to the County no later than one week after Woolpert receives the results from the laboratory.

Task 2 Deliverables:
- Raw laboratory data

### Task 2 Fee Estimate

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee (NTE)</th>
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<tbody>
<tr>
<td>Manual Grab Samples and Dry Weather Monitoring</td>
<td>$11,500</td>
</tr>
<tr>
<td>Reimbursables (Lab fees, mileage, etc.)</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>TOTAL FEE (annually)</strong></td>
<td><strong>$19,500</strong></td>
</tr>
</tbody>
</table>

### Task 3 – Additional Sampling

Permittees may decide to collect additional grab samples to supplement the grab samples included in Task 1 and Task 2. These samples may be at alternative sampling locations within the James Island Creek watershed, or may be at the two existing monitoring stations, but at days and times designated by the permittees, as permitted by laboratory business hours. The flow conditions, weather conditions, and ebb or flow of the tide will be documented at the time of sampling. These samples will be collected as directed by the permittees to Woolpert and will be collected on a per sample basis. At a minimum, the samples will be analyzed for the pollutant of concern in the James Island Creek TMDL, *Enterococcus*. The grab samples will be analyzed by Trident Laboratory in Ladson, SC. Bacteria sample results will be sent to the County no later than one week after Woolpert receives the results from the laboratory.

In an effort to better understand the potential contributing sources of bacteria within the James Island Creek watershed and to identify appropriate methods of reducing bacteria within these watersheds (and other receiving waters in the future), the permittees may want to conduct microbial source tracking (MST). This approach would remove some of the uncertainty associated with the measurement of indicator bacteria, by identifying DNA from various warm blooded animals such as humans and domestic and wild animals that are present within manual grab samples. Woolpert will collect samples for MST analysis at the direction of the permittees and will use Source Molecular laboratory in Miami, FL to perform the quantitative polymerase chain reaction analysis for each source and each sample is analyzed for 4 sources (human, dog, bird, and ruminant).

Task 3 Deliverables:
- Raw laboratory data

### Task 3 Fee Estimate

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Samples, Each sample</td>
<td>$500</td>
</tr>
<tr>
<td>MST Sample Analysis, Each sample (4 sources)</td>
<td>$3,500</td>
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</tbody>
</table>

*Fee covers collection of sample, lab analysis cost, and all other incidental costs
Task 4 – Reporting

Woolpert will evaluate the laboratory results and compare these to the field notes taken during the sampling event. When applicable, Woolpert will also compare these results to available rainfall, tide, and flow data at nearby stations. This data will be summarized in a quarterly memo submitted to the permittees.

Task 4 Deliverables:
- Quarterly memo (4)

Task 4 Fee Estimate

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee (NTE)</th>
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</thead>
<tbody>
<tr>
<td>Quarterly Memos (4)</td>
<td>$8,000</td>
</tr>
</tbody>
</table>
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Edmund Most DEPT. Parks – Capital Projects
SUBJECT: ST. JULIAN DEVINE SMOKE STACK PARTIAL DEMOLITION, REMOVAL AND PRESERVATION CONTRACT
REQUEST: Approval of a Professional Services Contract with Bennett Engineering for the preservation of the St. Julian Devine Community Center Smoke Stacks in the amount of $160,000.00 with a $40,000.00 contingency for additional design work.

Ways & Means DATE: September 8, 2020

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Projects Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE Manager</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051588-58238

Balance in Account $415,990.00 Amount needed for this item $200,000.00

Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO’s Signature: ____________________________

FISCAL IMPACT: Approval of this Professional Services Contract will obligate $200,000.00 of the project budget $3,146,823.26. Funding sources for this project are: 2015 General Fund Reserves ($250,000.00), 2018 General Fund Reserves ($400,000.00), Cooper River Bridge TIF ($2,340,000.00), and Charleston Parks Conservancy Contribution ($156,823.26).

Mayor’s Signature: ____________________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
City of Charleston Contract for Professional Services

THIS CONTRACT, made this ____ day of _____, 20____ by and between

The Owner: City of Charleston and the A/E: Bennett Preservation Engineering
Department of Parks 17 Lockwood Drive, Suite 500
823 Meeting Street Charleston, SC 29401
Charleston, SC 29403

WHEREAS, the Owner requires the delivery of professional Structural Engineering Services ("Work"), as a part of the St. Julian Devine Smoke Stack Preservation Project ("Project") as outlined in Exhibit A, Memorandum for Restoration of the St. Julian Smoke Stacks ("Service" or "Scope of Services"), dated October 13, 2020, prepared by John Bennett which is marked as EXHIBIT A and attached hereto as if fully written herein.

CP-1620 Saint Julian Devine Smoke Stacks
(Project Number) (Project Name)

WHEREAS, the A/E, whose SC professional license is COA #13858, is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

THE SERVICES required herein are set forth in the attached EXHIBIT A, Scope of Services which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

This is a Not to Exceed Contract and payments shall be made within 30 days after A/E submits an invoice and the required geotechnical report to the City.

The CONTRACT SUM payable to the A/E shall be:

☐ Lump Sum of .......................................................... $160,000.00
☐ With a Design Contingency of .......................................................... $40,000.00
☐ Actual costs based on attached A/E's Hourly Rate & Reimbursable Schedule, Not-to-Exceed .... $0.00

REIMBURSABLES:
☐ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed ........................................ $0.00
☒ Expenses included in Lump Sum.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: __________________________________________
    John J. Tecklenburg, Mayor

A/E: Bennett Preservation Engineering

BY: __________________________________________
    (Signature of A/E Representative)

    (Print or Type Name of A/E Representative)

ATTACHMENTS
2. Exhibit B, City of Charleston's Capital Project Insurance Requirements.

Terms and Conditions of the City of Charleston
Professional Services Contract

ARTICLE 1 - GENERAL
A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.
C. The A/E covenants with the Owner that he/she possesses the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.
D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 - A/E'S RESPONSIBILITIES
A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E’s performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
C. The A/E shall provide all Scope of Services using persons, including the staff of A/E's Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
D. The A/E shall manage and coordinate the A/E’s services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
G. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties.

ARTICLE 3 - OWNER'S RESPONSIBILITIES
A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.
C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E's performance under this Contract.
ARTICLE 4 - ADDITIONAL CONSULTANTS
A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E's Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

ARTICLE 5 - LIMITATIONS OF RESPONSIBILITY
A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
B. The A/E shall indemnify and save harmless the Owner and the Owner's officers, agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the A/E, its agents, or employees or subcontractors in the performance of this Contract. When the Owner submits notice, A/E shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 6 - DOCUMENTS
A. At the completion of the project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 - PAYMENTS
A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
E. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
F. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

ARTICLE 8 - DISPUTE RESOLUTION
The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the contract, the dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.
relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State’s sovereign immunity or the State’s immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase “the State” includes any governmental entity transacting business with the A/E pursuant to the Contract.

ARTICLE 9 - SUSPENSION AND TERMINATION
A. The Owner may direct the A/E to suspend performance under this Contract at any time.
B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E’s time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E’s compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E’s services and the time schedules for the remaining services shall be equitably adjusted.
D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 – INSURANCE
The Contractor shall maintain all forms of insurance required by law in the State of South Carolina and the City of Charleston as outlined in Exhibit B.

ARTICLE 11 – MISCELLANEOUS PROVISIONS
A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supercedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.
E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
F. Time and Expense Records of the A/E’s personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 – ERRORS AND OMISSIONS
A. Owner shall notify the A/E whenever the Owner believes the A/E’s Work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission. Each error and omission shall constitute a separate offense.
Exhibit B

CITY OF CHARLESTON'S
CAPITAL PROJECT
INSURANCE REQUIREMENTS

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability Insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

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

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, A- or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

J. Required certificates should be mailed to:

Professional Services Contract
Engineer - St. Julian Devine Smoke Stacks doc
Revised 10/19/2020
Mr. Most:

We appreciate your asking Bennett Preservation Engineering to present a proposal for structural engineering services for the full stabilization and preservation of the St. Julian Devine Chimneys. It is our understanding that you would like us to present a fee proposal for designing the full restoration of both of the chimney stacks, including strengthening, with the intention that the chimneys will not need significant structural interventions in our lifetimes, outside of routine maintenance.

This work will be carried out under the current building code in effect for the City of Charleston, in this case the International Existing Building Code 2018. The primary goal of this work is to repair and stabilize the chimneys. This includes strengthening to safely resist overturning in a high wind event. This work will additionally provide significant seismic lateral force resistance capability. However, it will not be possible to make these unique structures fully compliant with the seismic requirements for new construction due in part to the prescriptive nature of the building codes for new construction.
Below is a breakdown of our scope of work:

**Scope of Work**

- We will design the full restoration of both chimney stacks. This design will include vertical tie downs for the full height of the chimneys, design of the repair of the exterior masonry, banding of the exterior, removal or strengthening of the interior liner of the chimney, and design of the replacement steel in the lintels of the chimney breech.
- We will produce Contract Documents (CDs), including both drawings and specifications for the required scope of work. The drawings will include plans, elevations, and repair and strengthening details. The CDs will be biddable documents. Additionally, the specifications will include strict historic preservation qualification requirements for the sub-contractors involved in the work.
- We will make presentations to the Board of Architectural Review for this work.
- We will assist the City in the bidding and negotiation process.
- We will administer the construction contract, including holding a pre-construction conference, weekly Owner, Engineer, Contractor (OEC) meetings, reviewing and responding to any RFIs, submittals, shop drawings, applications for payment, etc., and holding substantial completion and final punch list meetings.

We have made an estimate of our hours for this project and propose completing this scope of work for a fixed fee of $160,000. Up to $40,000 contingency fees may be added to the cost to account for unforeseen additional design work as may be necessary during the course of construction contract administration.

Any landscape or hardscape design around the base of the chimneys will be done by the City’s Parks Department.

With the approval of this proposal, Bennett Preservation Engineering is capable of starting this project in the very near future. Should additional work be required beyond this scope of work, we are happy to provide an addendum to this proposal based on an agreed upon fixed fee or we can work hourly per our standard hourly rates.

We will void the remaining amount of our current Purchase Order with the City and move forward under this contract for this new scope of work.

Should you wish to discuss anything in the proposal, please do not hesitate to call our office. If this proposal is acceptable, we will work under the City’s professional services contract.

Sincerely,
John Bennett
*Structural Engineer*
Bennett Preservation Engineering PC
EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Parks/Capital Projects

PRODUCT: Professional Services Design Contract

VENDOR: Bennett Preservation Engineering, PC

DATE: 10/20/20

1. Describe in detail the Emergency and impact to City operations.

In recent weeks, the City of Charleston was put on notice for an immediate action by an Engineer Craig Bennett. Mr Bennett is most familiar with the structural integrity of the Saint Julian Devine Smokes Stacks after reviewing the inspection history. A letter from the City’s Chief Building Office then sent a letter to Parks requesting immediate action to resolve the structural problems. The City has prepared a detailed evacuation plan should the winds speeds exceed a specified mph.

2. Describe in detail the item affected and what corrective action needed.

Detailed drawings need to be prepared to fully preserve the smoke stacks. These drawings need to be prepared by an Engineer familiar with historical preservation of unique brick masonry structures. It will take several months to prepare these drawings and competitively bid out the work. Ideally work should be close to complete prior to the peak of the 2021 hurricane season.

3. What is the estimated cost and time to effect repair/replacement?

Bennett Preservation Engineering fee proposal is a Not To Exceed $160,000 with a $40,000 design contingency should additional design be required due to unforeseen conditions either during design or while in construction. The total Design Proposal is $200,000.

The Design phase should take approximately 3 months depending on the Board of Architect Review Process. The current intent would be to competitively bid those drawings immediately after completion.

Requester Signature: [Signature] Title: Deputy Director

Approver Signature: [Signature] Title: Mayor
Dear Mr. Granata:

Over the past two years, Bennett Preservation Engineering has worked with the City, evaluating the St. Julian Devine chimneys and searching for reasonable ways to make them safe for the neighborhood. The hurricanes that the city has had to deal with during that time have made the work more urgent. After evaluating multiple approaches to saving the structures, we had come to the conclusion that they could not reasonably be made safe at their present height.

On our recommendation, the City has carefully considered dramatically cutting the heights of the chimneys, but the time involved in doing that work, as well as the cost of the work, has become a major obstacle to making the structures safe for the those living in the surrounding neighborhood. There are the 32 structures in that neighborhood that are within the potential damage radius in the event of a collapse.

Unfortunately, we are rapidly approaching the worst of the hurricane season here in Charleston, the time that puts the residents of that area at greatest risk. Because there is not time to disassemble one of the chimneys to the ground, half-disassemble the other and finish out its top to ensure stability of the upper portions, we have to recommend, in the interest of public safety, that...
these chimneys both be disassembled to the ground (or effectively so) and that it be done in a way that will protect those in that immediate area throughout the process.

We understand that the City has already contacted potential disassembly contractors and that there are those who are able to do this work on very short notice. We are able to immediately change direction, quickly provide contract documents for the disassembly, and assist the City with the contract administration.

In order to protect life safety, we recommend that this disassembly be done immediately and be done on an emergency basis.

Sincerely,

Craig M. Bennett, Jr., PE
Bennett Preservation Engineering PC
NOTICE OF UNSAFE STRUCTURES

RE: 1 Cooper Street – Unsafe Smokestack Structures

Mr. Jason Kronsberg
Director of Parks Department, City of Charleston
823 Meeting Street
Charleston, SC 29403

Dear Mr. Kronsberg:

As the City of Charleston’s Chief Building Official, I have reviewed “Bennett Preservation Engineering PC “St. Julian Devine Chimneys” letter dated August 21st, 2020. Based on the engineers’ findings and conclusions regarding the current condition of the two smoke stacks, it is apparent that both structures require immediate and complete disassembly in order to protect the safety and wellbeing of nearby City residents and the general public.

In the interest of public safety, in accordance with 2018 South Carolina Existing Building Code §115 and the City Code of Ordinances §7-5, you are here by ordered to immediately deconstruct the two smokestacks. This notice includes obtaining the required City permits to disassemble the deteriorating structures. Failure to address and resolve these items within 30 days of receipt of this letter may result in the City of Charleston taking any, and all, necessary actions to remedy this situation.

The owner shall submit, for City approval, a demolition plan by a licensed South Carolina structural engineer and a demolition permit application that demonstrates the safe deconstruction of the structures. In accordance with 2018 South Carolina Building Code §116, it is incumbent on the owner of 1 Cooper Street, or his/her designee(s), to obtain, as soon as possible, the required City approvals, permits and business licenses to deconstruct the two smoke stacks located at 1 Cooper Street in order to resolve the unsafe conditions.

If you have any questions concerning this notice, please contact me.

Sincerely,

Ken Granata, CBO | Chief Building Official
City of Charleston | Department of Public Service
Building Inspections Division
2 George Street, Suite 1300 | Charleston, SC 29401
843.724.4738 | granata@charleston-sc.gov
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Fire Chief Daniel Curia  
DEPT: Fire  
SUBJECT: CHARLESTON FIRE DEPARTMENT - RESERVE LADDER TRUCK  
REQUEST: To purchase a 2007 Pierce ladder truck for reserve use by the Department.

COMMITTEE OF COUNCIL: Council  
DATE: October 27, 2020

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

Yes N/A Signature of Individual Contacted Attachment
Corporate Counsel
Cap. Proj. Cmte. Chair
Charleston Fire Dept. X

FUNDING: Was funding previously approved? Yes □ No □ N/A □  
If yes, provide the following: Dept./Div.:  
Account #: 58010
Balance in Account □ □ Amount needed for this item $225,000

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:
The funding for this purchase will be from the sale of an existing piece of apparatus owned by the department. Sale proceeds are expected to exceed the cost of this ladder truck.

Mayor's Signature: ____________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
2007 Pierce Arrow XT 1994 95' Baker Aerialscope with Saulsbury Stainless Steel Body

$225,000.00

In stock

SKU: A2312

Categories: Aerials, Used Fire Trucks

Tags: Seating for 6, Pierce Arrow XT, Saulsbury, Stainless Steel Body

Share:

Print

Description  Reviews(0)  Contact

Questions & Answers(2)

2007 Pierce Arrow XT 4 door cab with seating for 6 with air conditioning. Powered by a Detroit Diesel Series 60 and Allison Automatic Transmission. 1994 95' Baker Aerialscope with Saulsbury Stainless Steel Body. The truck is equipped with a waterway and monitor mounted on the platform along with breathing air. The truck has ample exterior compartment storage as well as two interior compartments with roll-up doors. The truck comes equipped with the following ladder comprimant 2-35 extension, 24' extension, 20' roof, 2-16' roof and a 10' folding. Equipped with a 15KW Harrison Hydraulic Generator with two 200' reel with junction boxes. The truck has NFPA compliant emergency lighting and sirens. This unit has only 16,800 miles with a current aerial certification. This truck spent last long at $225,000.00 Contact Bob in our office today for more details on this unit or to schedule an appointment to see this truck at 717-364-8106.

2007 Pierce Arrow XT
16,800 miles
1994 95' Baker Aerialscope
1994 Saulsbury Stainless Steel Body
6x6 46'
DAH 17' 6''
GVWR 76,600lbs
15 kW Harrison Generator
Complete Refurbishment in 2007
APPARATUS CONTACT AND INFORMATION SHEET

Fire Department Name: ____________________________________________________________

Contact Name: __________________________________________________________________

Address: ___________________________ City: ______________ State: ______ Zip: ____________

Phone #: __________________________ Fax: _______________ Email: _______________________

Approx. Date Available: __________________________ Asking Price: $________________________

**Chassis**

Vehicle Identification Number (VIN) __________________________

Year Manufactured: _______________ Cab Color: __________________

Cab Manufacturer: _______________ Cab Material: __________________

Cab Model: ______________________ Mileage: ______________________

**Circle all that apply to the cab:**

- Custom Cab
- Commercial Cab
- 4 Wheel Drive

Number of:  Seating ______ Doors _______ Jump seats ______ SCBA Seating in cab _______

Chassis Manufacturer: ______________________ Chassis Model ________________

Engine (gas or diesel) Make: __________ Model: __________ HP _____________

Transmission:  Make: __________ Model: ___________ Speeds: _____________

Transmission: (circle) Automatic Manual  Air Conditioning: (circle) Yes No

Brakes: (what type) __________________ Retarder Type (circle) Jake Telma Trans None

**Dimensions**

Overall Length: _______Ft. _______Inches

Wheelbase: _________ Inches

Overall Height: _______Ft. _______Inches

GVWR: _______________ Pounds
**Pump**
Make: ______________ Model: ______________ GPM: ______________ Stages: _____

Placement: (circle) Midship Top Mount Front Mount

Pump Hours: ______________


Deck Gun (circle) Yes No Gun Type: ______________ Crosslays: ______________ Position: ______________

Booster Reels: Number: ______ Position: ______________

Foam System (circle) Yes No GPM: ______ Make: ______________ Type: A/B _____

**Tanks**
Booster Tank Size: ______ Material: ______________

Foam Tank Size: ______ Material: ______________

**Aerial**
Manufacturer: ______________ Type: ______________ Model: ______________ Length: _____Ft

Aerial Hours: ______________ Tip Rating: ______________

Waterway: Yes No Waterway Rating (GPM) ______________ Remote Nozzle: Yes No

Breathing Air: Yes No Intercom: Yes No

**Body**
Body Make: ______________ Body Material: ______________
**Body continued**

Number Of Compartments:  DS ____  OS ____

Hide Side Compartments:  DS ____  OS ____

Ground Ladder Storage: (circle) Tunnel  Brackets  Racks

**Warning Lights And Sirens**

Emergency Lights: Type and Location:

- Strobes: ___________________________
- Rotators: ___________________________
- Intersection: Yes  No
- Light bars: _________________________
- Other: ______________________________

Sirens:
- Mechanical: _________________________
- Electronic: _________________________
- Air Horns: Yes  No
- Generator: Yes ______  No ______  Other: ______________________________

**Additional equipment included:** (list any items included in sale)

---

**Known repairs required:** (List any known damage / required repairs)

---

Overall Condition: (circle)  Excellent  Good  Fair  Poor

Date Of Last Pump Test _______________ (circle one)  Passed  Failed

Date Of Last Aerial Test _______________ (circle one)  Passed  Failed

Agent / Owner certifies that the information provided is accurate and shall not hold Fire Line Equipment liable for errors made to the apparatus listing in regards to the specifications of the above referenced vehicle.

Signature _______________________________  Print _______________________________
**Listing and Marketing Agreement**

The undersigned being duly authorized hereby enter into the following contractual agreement: Fire Line Equipment, LLC agrees to advertise on its website www.buyfiretrucks.com and www.firelineequipment.com the following apparatus:

<table>
<thead>
<tr>
<th>(Year)</th>
<th>(Manufacturer)</th>
<th>(Type)</th>
</tr>
</thead>
</table>

**Owner**

(Agent / Owner Full Name)

Agent / Owner certify that they are the legal owner or authorized selling agent of the above listed apparatus.

Fire Line Equipment, LLC will refer to the Agent / Owner all inquiries regarding the listed apparatus received by Fire Line Equipment, LLC.

The agent / owner agrees that Fire Line Equipment will be the exclusive advertiser / seller utilized to sell the vehicle.

The agent / owner agree to pay Fire Line Equipment a commission of 5% of the final agreed upon sale price. Agent / Owner agree to pay Fire Line Equipment within 10 days of the sale.

Agent / owner agree to notify Fire Line Equipment, at the time of sale, as to the sale price and the name and address of the buyer.

Either party may terminate this agreement at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a buyer previously referred by Fire Line Equipment, LLC, the same commission will be paid as if the agreement were still affect.

Agreement terms accepted by:

______________  ______________
Fire Line Equipment, LLC          Agent / Owner

______________  ______________
Date              Date

Fire Line Equipment – 307 Twin Springs Court – New Holland, PA 17557
Page 4 of 4