

*City of Charleston*  
*South Carolina*

**WILLIAM S. COGSWELL, JR**  
Mayor

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

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

**PUBLIC WORKS AND UTILITIES COMMITTEE**  
**AGENDA**

There will be a meeting of the Public Works and Utilities Committee on May 22, 2025 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

**A. Invocation**

**B. Approval of Public Works and Utilities Committee Minutes**

1. April 21, 2025

**C. Request to Set a Public Hearing**

**D. Old Business**

None

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

1. Authorization to notify SCDOT that the City intends to accept maintenance of approximately 850 SF of concrete sidewalk and two pedestrian ramps totaling 231 SF consisting of tumbled battery gray concrete set in 1" mortar bed and a Hanover's charcoal detectable warning paver (12"X12") on Oceanic St. (S-2472) in conjunction with the Magnolia P.U.D Phase 1B project.

2. Authorization to notify SCDOT that the City intends to accept maintenance of approximately 20 LF of roll curb on Clements Ferry Rd. (S-8-33) in conjunction with the Alliance Apartments Phase 1 project.
3. Acceptance of maintenance easement of multi-use path located at 2823 Maybank.
4. Grant of permanent utility easement to Charleston Water Services over Scott Island Court, Johns Island.

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

1. **481 King St. (Kilwans)** – Installing awning encroaching into City right of way. This encroachment is temporary.
2. **348 King St. (Vuori)** – Installing sign encroaching into City right of way. This encroachment is temporary.
3. **210 Rutledge Ave. (Rivayat)**– Installing right angle sign encroaching into City right of way. This encroachment is temporary.
4. **12 Line St. (Drummond Studio Gallery)**– Installing right angle sign encroaching into City right of way. This encroachment is temporary.
5. **625 Stono Shores**– Installing concrete driveway encroaching into City maintained drainage easement. This encroachment is temporary.

**G. Public Service Department Update**

1. Director Updates
2. Authorization for Mayor to execute a Memorandum of Understanding with Charleston Water Service to commit funds not to exceed Twenty-Thousand dollars (\$20,000) as reimbursement to Emergency Management Acquisition, LLC to clean wastewater sediment from the floor of the lake at Charlestowne Estates.

**H. Department of Development Services Update**

1. Appointment of Josef Schaefer as a Code Enforcement Officer

**I. Stormwater Management Department Update**

1. Lake Dotterer Flood Reduction Project – Approval of Fee Amendment #1 with Thomas & Hutton in the amount of \$409,345.00 for final design and permitting service for the Lake Dotterer Flood Reduction project. This amendment is funded by the Charleston County ARPA Agreement.
2. Approval to submit a grant application to FEMA FMA Swift Current program requesting \$1,709,715.00 with a City match of \$142,038.75 to fund the acquisition of three Repetitive Loss/Severe Repetitive Loss properties on James Island.

3. Low Battery Phase IV - Approval of Change Order #8 with Gulf Stream Construction Company, Inc., in the amount of \$260,142.77 for modifications to the ADA ramp including installation of additional structural support, ramp extension, and planter wall extension.

**J. Miscellaneous Business**

1. Amendment of Chapter 27, Article III of the City Code to adjust stormwater utility fee billing from CWS water bills to county property tax bills and associated changes. [Ordinance]
2. Discussion regarding Fort Johnson Road/Folly Road drainage issue (*Requested by Councilmember Caroline Parker*)



WILLIAM S. COGSWELL, JR.  
Mayor

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

TIM KEANE  
Section Chief

June 18th, 2025

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

Subject: Maintenance of concrete sidewalk, pedestrian ramps consisting of tumbled battery gray concrete pavers, and a Hanover's charcoal detectable warning paver on Oceanic St. (S-2472) in conjunction with the Magnolia P.U.D Phase 1B project.

Dear Mr. Henderson:

This letter concerns the proposed maintenance of approximately 850 SF of concrete sidewalk, two pedestrian ramps totaling 231 SF consisting of tumbled battery gray concrete pavers set in 1" mortar bed and a Hanover's charcoal detectable warning paver (12"X12") on Oceanic St. (S-2472) in conjunction with the Magnolia P.U.D Phase 1B project.

The City Council of Charleston at its meeting held on June 17th, 2025, agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at [keanet@charleston-sc.gov](mailto:keanet@charleston-sc.gov).

Sincerely,

Tim Keane  
Section Chief  
Planning, Permitting, and Engineering

CC: Matt Laney, P.E., Civil Engineer  
Brian Pokrant, GIS Analyst



# Memo



## Magnolia P.U.D. Phase 1B (TRC-SUB2024-000271)

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

April 22, 2025

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|              |                  |                    |
|--------------|------------------|--------------------|
| <b>To:</b>   | Tim Keane        | City of Charleston |
| <b>From:</b> | Matt Laney, P.E. | Reveer             |
| <b>CC:</b>   | Bill Neeson      | Highland Resources |

### PURPOSE

This memo summarizes work within SCDOT's Oceanic Street (S-2472) right-of-way that is considered "non-standard" by SCDOT and respectfully requests the City of Charleston provide a letter to SCDOT accepting the maintenance of the "non-standard" items.

### BACKGROUND

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

The Magnolia P.U.D. Phase 1B project includes the construction of a new public street, Fleet Street, and it's intersection with SCDOT's Oceanic Street (S-2472). Work within SCDOT's right-of-way includes pavement reconstruction, curb / gutter, a crosswalk, sidewalk, and pedestrian ramps. The sidewalk and pedestrian ramps are consistent with those proposed throughout the Magnolia development.

### MAINTENANCE REQUEST

The proposed sidewalk and pedestrian ramps are "non-standard" per SCDOT as the sidewalks are greater than 5-ft. wide and the pedestrian ramps include pavers in lieu of concrete and truncated dome panels. As such, SCDOT has requested a letter from the City of Charleston accepting maintenance for these items. Specifically, the "non-standard" items include (see Attachment 1):

- 850 SF concrete sidewalk
- Two (2) pedestrian ramps totaling 231 sf consisting of
  - Tumbled battery gray concrete pavers set in 1" mortar bed
  - Hanover's charcoal detectable warning paver (12"x12")

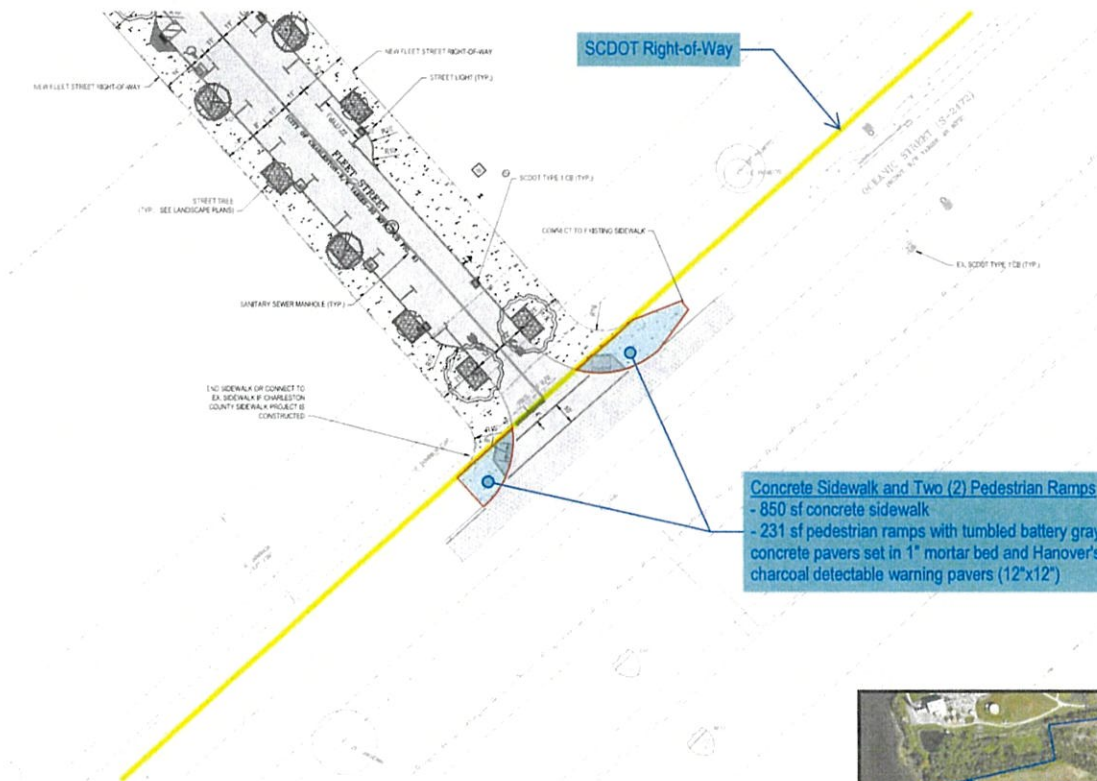
Please let me know if additional information is needed to comply with SCDOT's request.

Sincerely,  
Reveer Group

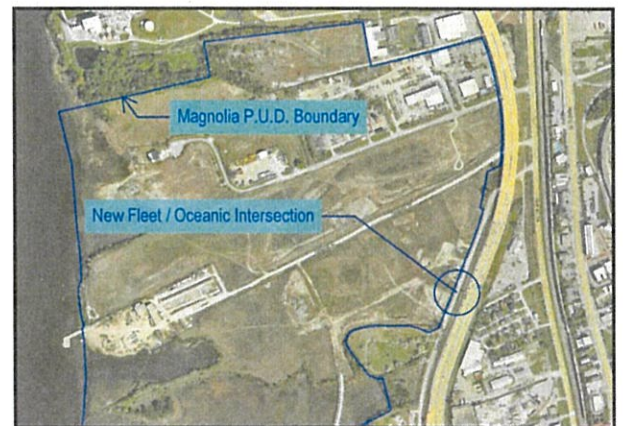
A handwritten signature in blue ink that reads 'Matt Laney'.

Matt Laney, P.E.  
Civil Engineer

Attachment 1: Magnolia P.U.D. Phase 1B – SCDOT Non-Standard Work Exhibit dated 4/22/2025



Magnolia P.U.D. Phase 1B - SCDOT Non-Standard Work Exhibit  
4/22/2025



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

WILLIAM S. COGSWELL, JR.  
Mayor

TIM KEANE  
Section Chief

June 18th, 2025

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

Subject: Maintenance of concrete roll curb on Clements Ferry Road (S-8-33) in conjunction with the Alliance Apartments Phase 1 project.

Dear Mr. Henderson:

This letter concerns the proposed maintenance of approximately 20 LF of roll curb on Clements Ferry Rd. (S-8-33) in conjunction with the Alliance Apartments Phase 1 project.

The City Council of Charleston at its meeting held on June 17th, 2025, agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at [keanet@charleston-sc.gov](mailto:keanet@charleston-sc.gov).

Sincerely,

Tim Keane  
Section Chief  
Planning, Permitting, and Engineering

CC: Hannah Wilken, EIT, Civil Engineering Project Manager, Seamon Whiteside  
Brian Pokrant, GIS Analyst



April 14, 2025

Tim Keane  
Section Chief for Planning, Permitting, and Engineering  
2 George Street  
Charleston, SC 29401

**Alliance Apartments Phase 1**  
**1730 Clements Ferry Road, Charleston SC 29492**  
**City Project ID#: TRC-SP2023-000636**

South Carolina Department of Transportation has requested the City of Charleston provide a letter agreeing to the perpetual maintenance for all of the proposed non-standard materials within the SCDOT right-of-way that are associated with this project.

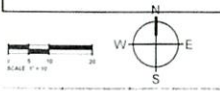
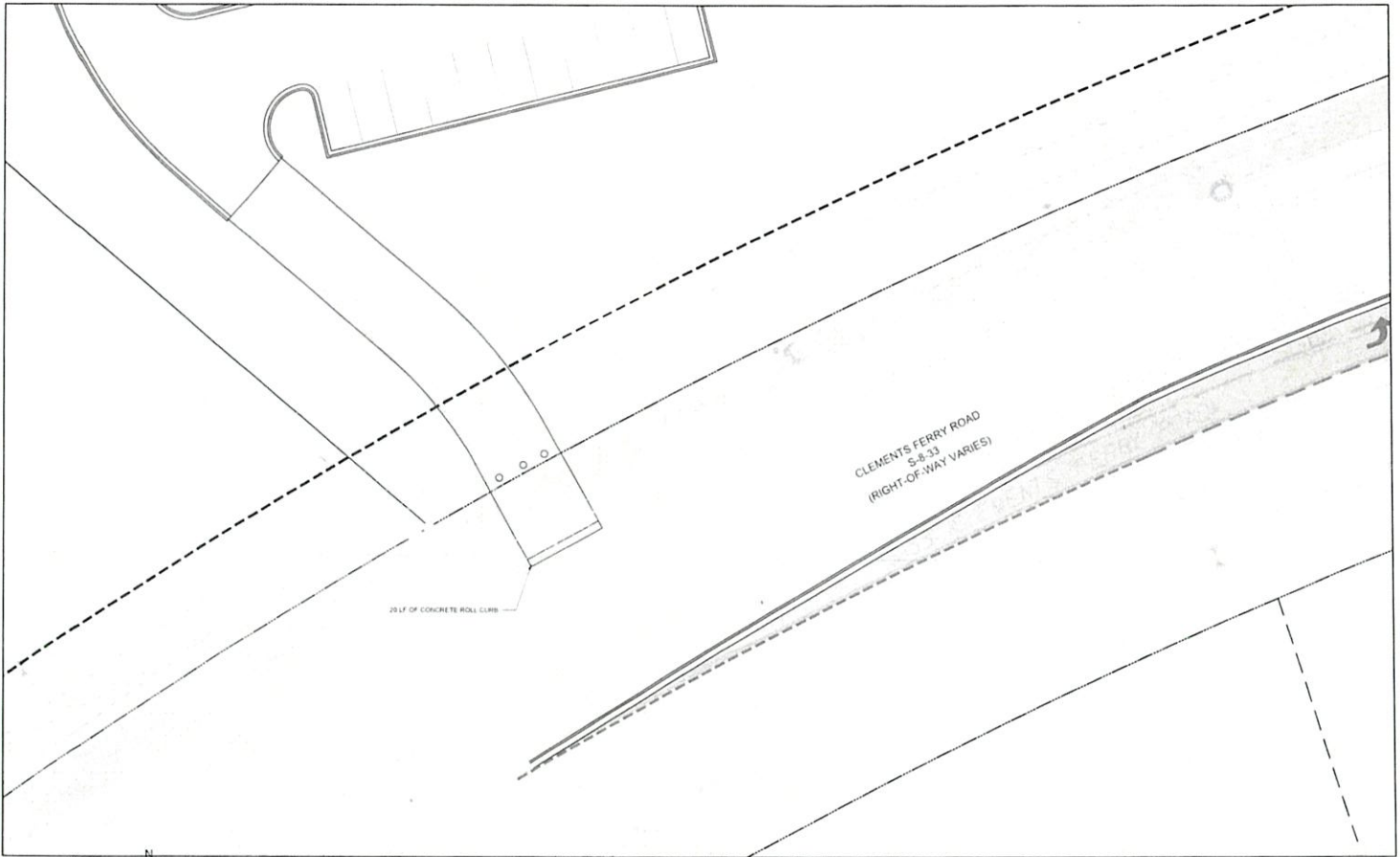
A list of the non-standard materials and their quantities located in each right-of-way is shown below and on the attached exhibit.

Clements Ferry Road (S-8-33)

- Concrete roll curb – 20 LF

Should you have any questions or need additional information, please call our office at 843-884-1667.  
**SEAMON, WHITESIDE & ASSOCIATES, INC.**

**Hannah Wilken, EIT**  
Civil Engineering Project Manager  
Job #8981



ALLIANCE APARTMENTS PHASE 1  
ALLIANCE RESIDENTIAL COMPANY  
PORT HOPE/CANNOY, CHARLESTON, SC  
4/14/2025



STATE OF SOUTH CAROLINA     )  
                                                           )  
 COUNTY OF CHARLESTON        )

**MULTI-USE PATH EASEMENT  
 TO CITY OF CHARLETON**

This Agreement is made and entered into this \_\_\_\_ Day of \_\_\_\_\_, 2025, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City" or "Grantee"); and PARLOR RE JOHNS LLC (herein the "Owner" or "Grantor").

WHEREAS, Owner is of constructing a multi-use path across a portion of property identified by and designated as Charleston County tax map number 313-00-00-161. City agrees to maintain said multi-use path upon its completion in compliance with state and local law. City must obtain a certain easement from the Owner permitting maintenance of the multi-use path through the referenced portion of the Owner's property, as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto the City a certain permanent access easement ("Easement") in and to the property necessary therefor.

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

The City shall at all times have the right of ingress and egress to the land affected by the said Easement for the purposes of periodic inspection, maintenance, repair and replacement of a multi-use path. The Easement shall run with the land.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said City of Charleston, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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

*(Remainder of page intentionally blank.)*

WITNESSES:

Alexis Knight  
Witness #1

Print Name: Alexis Knight

Ashley Frey  
Witness #2

Print Name: Ashley Frey

[Signature]  
Grantor

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON )

The foregoing instrument was acknowledged before me (the undersigned notary) by  
Clayton Coulter, Owner, on this 17<sup>th</sup> day of April, 2025.

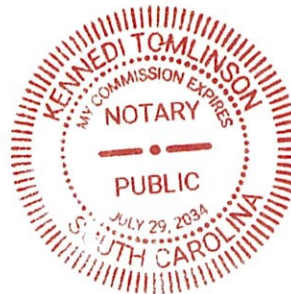
Signature: [Signature]

Print Name of Notary: Kennedi Tomlinson

Notary Public for South Carolina

My Commission Expires: July 29, 2024

SEAL OF NOTARY



(Remainder of page intentionally blank.)

CITY OF CHARLESTON

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

STATE OF SOUTH CAROLINA     )  
                                          )  
COUNTY OF CHARLESTON        )

ACKNOWLEDGEMENT

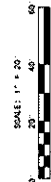
The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a South Carolina municipality, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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





SUBJECT PROPERTY DATA:  
PORTION OF LOT 8  
PARLOR RE JOHNS LLC  
TUG MT. 513-00-00-184  
SITE 800N 127W, PAGE 299  
PLAT IN DEED BOOK 948, PAGE 194  
TOTAL AREA = 0.431 ACRES/19,641 S.F.



4,000,000 DOLLARS;  
 HIGHEST OFFER THAT I HAVE SUBMITTED FIMA FLOOD INSURANCE RATE  
 MAP NO. 45-0000000000, WITH AN EFFECTIVE DATE OF JANUARY 29, 2023,  
 BASED ON AGRICULTURAL AND COMMERCIAL PLANTINGS ONLY. I HAVE EXTENDED  
 THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS  
 PROPERTY LIES WITHIN ZONES "1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814

[illegible][illegible]

EXHIBIT SHOWING A NEW MULTI-USE PATH EASEMENT AT  
#2823 MAYBANK HIGHWAY  
(TUG NO. 313-00-00-161) ON JOHNS ISLAND, CHARLESTON  
COUNTY, SOUTH CAROLINA  
PREPARED FOR:  
CITY OF CHARLESTON  
DATE: APRIL 10, 2025



STATE OF SOUTH CAROLINA     )  
                                                           )  
 COUNTY OF CHARLESTON        )       GRANT OF PERMANENT EASEMENT

WHEREAS, THE COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA (the "Commission") maintains utility lines and appurtenant facilities in the Johns Island area of the City of Charleston; and

WHEREAS, the undersigned Grantor, THE CITY OF CHARLESTON (referred to herein as the "City"), owns and maintains the right-of-way for Scott Island Court, as shown on the plat referenced herein (referred to herein as the "Right-of-Way"); and

WHEREAS, the Commission typically owns and maintains the Commission's utility lines and appurtenant facilities within City-owned rights-of-way under an unrecorded license or encroachment agreement with the City; and

WHEREAS, the owner of adjacent property has requested that the City close and abandon the Right-of-Way; and

WHEREAS, the City desires to grant the owner's request without impacting the Commission's rights to use the Right-of-Way, while placing the adjacent owner and other parties on notice of the Commission's rights; and

WHEREAS, the Commission requests a permanent utility easement across the Right-of-Way, which the City has agreed to grant prior to otherwise closing and abandoning the Right-of-Way.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the City, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) to the City in hand paid for the easement rights granted hereunder, at and before the sealing of these presents, by the

Commission, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns, the following:

1. A permanent transferable right-of-way and utility easement for a commercial purpose (the "Permanent Easement") over, under and across that certain area shown and designated as "SCOTT ISLAND CT." on Sheet 3 of that certain plat entitled "FINAL SUBDIVISION PLAT OF RUSHLAND PHASE 3B OWNED BY: RUSHLAND ASSOCIATES, LLC," prepared by F. Elliotte Quinn, III (SCPLS No. 10292), dated March 22, 2006, and recorded June 8, 2006, in Plat Book EJ at Pages 820 through 822 in the ROD Office for Charleston County, South Carolina. Said Right-of-Way having such size, shape, dimensions, buttings and boundings, courses and distances as will by reference to said plat more fully appear; and

Together with the right to lay, construct, locate, install, operate, maintain, inspect, repair, and replace underground sewer lines and/or force mains with necessary valves, fittings, manholes, service lines, controls, devices, hydrants, equipment and other usual appurtenances within the Right-of-Way; and

TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use thereof.

It is further agreed that:

- 1) The Commission will have the right of ingress, egress, and access to and from the Commission's infrastructure within the Right-of-Way as may be necessary or convenient for purposes connected with the Permanent Easement.

- 2) The Commission shall have the right from time to time to trim, cut, or remove trees, underbrush, and other obstructions that are over, under, or upon the Right-of-Way.
- 3) The City and the City's heirs, successors and assigns will have full use of the surface area of the Right-of-Way; provided, however, that neither the City nor the City's heirs, successors, or assigns shall construct, build, or place any permanent structure, or portion thereof, within, above, below or over the surface of the Right-of-Way or place fill material, including, without limitation, soil, dirt, sand, rock, debris or any other material elevating the grade greater than a height of six (6) inches above the surface of the Right-of-Way, or cut any existing material from the surface of the Right-of-Way, it being the purpose of the Commission to (1) protect the integrity of the said utility lines which will be located below the surface; and (2) to allow quick and ready access to the utility lines to facilitate repairs.
- 4) In the event the Commission should determine to abandon the Permanent Easement, written notice will be given to the then owners of the portion of the Right-of-Way subject to the Permanent Easement stating that the Commission has given up all rights in the Permanent Easement. In such event, all infrastructure will be abandoned in place, unless the Commission determines otherwise.
- 5) The Permanent Easement granted herein is for a commercial purpose and may be transferred and assigned by the Commission and its successors and assigns.

- 6) The agreements contained herein shall be binding upon the Commission and the City and their respective heirs, successors, and assigns.

TO HAVE TO HOLD, all and singular, the easement rights and privileges above described unto the Commission, its successors and assigns, forever.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR:

WITNESSES:

CITY OF CHARLESTON

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

By: \_\_\_\_\_ (SEAL)  
William S. Cogswell, Jr., Mayor

STATE OF SOUTH CAROLINA    )  
                                                  )  
COUNTY OF CHARLESTON        )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by William S. Cogswell, Jr., Mayor of the City of Charleston, a municipal corporation and body politic, on behalf of the municipal corporation and body politic.

Print Name: \_\_\_\_\_  
Notary Public, State of South Carolina  
My commission expires: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

THE COMMISSION:

COMMISSIONERS OF PUBLIC WORKS OF THE  
CITY OF CHARLESTON

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

By: \_\_\_\_\_  
Print Name: Russell L. Huggins, Jr.  
Its: Capital Projects Officer

STATE OF SOUTH CAROLINA    )  
                                                  )  
COUNTY OF CHARLESTON    )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Commissioners of Public Works of the City of Charleston, by Russell L. Huggins, Jr., its Capital Projects Officer.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 ) MEMORANDUM OF UNDERSTANDING  
 COUNTY OF CHARLESTON )

This Memorandum of Understanding ("MOU" or "Agreement") is entered into and effective on the Effective Date (as hereinafter defined), by and among the City of Charleston (the "City"); the Commissioners of Public Works of the City of Charleston ("CPW"); the Lot Owners (as hereinafter defined); and Robert E. Holder ("Holder"). The City, CPW, the Lot Owners, and Holder are collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, on March 1, 1958, Charles Towne Estates, Inc. (the "Developer") owned Lots 13 through 16, Lots 21 through 24, and Lots 27 through 29, in Block F, of Charles Towne Estates (the "Lake Lots"), as well as the portion of the "Lake" within the lines connecting the points lettered C, D, E, and C on that certain plat entitled, "PLAT SHOWING LAKE, LETTERED A, B, C, D, E, SITUATED PARTLY ON LANDS OF CHARLESTOWNE [SIC] ESTATES, INC. AND PARTLY ON LANDS OF FERDINANDA WARING, ET AL, IN ST. ANDREWS PARISH, CHARLESTON COUNTY, S.C.," prepared by Hilliard B. Good (SCRLS No. 868), dated January 21, 1958, and recorded March 8, 1958 in Plat Book L at Page 109 (the "Lake Plat") in the ROD Office for Charleston County, South Carolina (the "ROD");

WHEREAS, the Lake Lots are more particularly described on Exhibit A, attached hereto;

WHEREAS, on March 1, 1958, Ferdinanda L. Waring, Joseph I. Waring, Ferdinand B. Stevenson, and William Montague Backer (the "Adjacent Owners") owned the portion of the Lake within the lines connecting the points lettered A, B, C, E, and A on the Lake Plat;

WHEREAS, on March 1, 1958, the Adjacent Owners granted the Developer certain rights and easements limited to the future owners of the Lake Lots, as more particularly described in that certain instrument recorded March 10, 1958 in Deed Book Z64 at Page 616 in the ROD;

WHEREAS, the City owns and operates the City's stormwater system, and the Lot Owners assert that (a) stormwater runoff within the drainage basin served by the Lake, and (b) ditch cleaning work, have contributed to higher rates of sediment buildup in the Lake;

WHEREAS, CPW owns and operates the City's wastewater system, and the Lot Owners assert that wastewater overflows occurring during heavy rain events or otherwise have contributed to higher rates of sediment buildup in the Lake;

WHEREAS, Holder, who is a resident of one of the Lake Lots, has or will enter into and accept a proposal from Environmental Management Acquisition, LLC ("EMA"), a copy of which is attached hereto as Exhibit B (the "EMA Contract"), for a pond improvement project (the "Project"), as described in the EMA Contract;

WHEREAS, the Lot Owners and Holder desire that the City and CPW commit funds to pay EMA for amounts which would otherwise be due by the Lot Owners and/or Holder under the EMA Contract for the Project;

WHEREAS, the Lot Owners and Holder desire that the Project be solely designed and undertaken by EMA, as further described in the EMA Contract;

WHEREAS, the City and CPW seek a full and complete release from the Lot Owners, their respective successors and assigns, from any claims or liabilities associated with the Lake, the Lake Lots, and any discharges of sediment or wastewater onto or into the Lake or the Lake Lots, except as specifically set forth in a release signed by a specific Lot Owner, the City, and CPW; and

WHEREAS, the Parties desire to enter into this MOU to memorialize the terms of their agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Exhibits.** The Recitals and Exhibits are incorporated herein by reference.
2. **The Project.** Holder is responsible for coordinating the Project, which contains a single phase, as described in the EMA Contract. Amendments, modifications, and changes to the EMA Contract that cause, or may in the future cause, the amount owed under the EMA Contract to increase shall not be eligible for reimbursement under this MOA unless and until CWS and the City have given written consent indicating they will pay for such increase costs or expenses.
3. **Responsibilities.** The Lot Owners and/or Holder shall undertake the following activities:
  - a. Within ten (10) days of the Effective Date, Lot Owners shall execute liability releases in favor of the City and CPW in a form recordable with the ROD, and as set forth in the draft release attached hereto as Exhibit C (the "Standard Release"). Notwithstanding the form of the Standard Release, the City and CPW may agree with any specific Lot Owner, through the written consent of the City, CPW, and such Lot Owner, to amend or modify the language in the Standard Release as to such Lot Owner; provided, however, the substance of such amendments or modifications to the Standard Release shall be set forth in such Lot Owner's signature page hereto. Except as otherwise set forth in a Lot Owner's signature page, the Lot Owner will provide a Standard Release to comply with this Section 3 of the MOA.
  - b. Holder shall coordinate and have performed all project management services needed for the successful execution of the Project. Such obligations include, but are not limited to, obtaining all applicable permits and approvals for the Project and complying with all local, state, and federal laws associated with the Project. Such obligations also include, but are not limited to, obtaining and complying with all applicable laws governing the sediment disposal contemplated as part of the Project.

c. Holder shall execute the EMA Contract and be solely liable thereunder as to EMA. The City and CPW shall not be parties to any agreement with EMA. This MOA is not intended to impact the EMA Contract, and the EMA Contract is not intended to impact this MOA, except as expressly set forth herein. Without limiting the foregoing, EMA is not a third-party beneficiary to this MOA.

d. Holder shall notify the City and CPW, in writing, within thirty (30) days of the completion of the Project.

e. The Lot Owners shall make the Lake available to the City and CPW for inspection within thirty (30) days of the completion of the Project. The Parties agree that the City and CPW may, but shall have no obligation to, inspect the Lake during the Project or after completion of the Project. The Parties further agree that any inspection of the Lake after completion of the Project shall be for the sole benefit of the City or CPW, as the case may be. Such inspection shall not be considered express or tacit approval of the state or functionality of the Lake during the Project or upon completion.

f. Holder shall timely provide the City and CPW evidence, reasonably acceptable to the City and CPW, to include invoice(s) and lien waiver(s) from EMA, for the total cost of the Project.

g. Holder shall cause the Project to be commenced within one (1) year of the Effective Date. Holder shall cause the Project to be completed within two (2) years of the Effective Date.

4. **CPW Responsibilities.**

a. Subject to the other terms and conditions of this MOA, within thirty (30) days of receipt of an EMA invoice from Holder and evidence, reasonably acceptable to the City and CPW, of the completion of the work stated in such invoice, CPW shall reimburse EMA directly for the amount stated in the invoice, with the total amount of all invoices to be paid by CPW under this MOA not to exceed \$40,000.00, unless a larger amount is approved in a prior, signed writing by the City and CPW.

b. Within ten (10) days of receipt of any EMA invoice from Holder or any evidence of the proper completion of the work stated in such invoice, CPW shall forward a copy of such invoice and/or evidence to the City.

c. CPW shall grant a temporary easement to Holder for the use by Holder and EMA of Charleston County TMS No. 415-03-00-067 (the "Property") to facilitate the Project. The easement shall provide Holder and EMA with the right to use a portion of the Property immediately adjacent to the outfall. The Project shall not interfere with use of the Property. EMA shall be authorized to place a 22' by 50' dewatering bag on this portion of the Property for purposes of the Project. The easement shall expire upon completion of the Project.

5. **City Responsibilities.** Subject to the other terms and conditions of this Agreement, within thirty (30) days of receipt of an invoice from CPW for reimbursement of fifty percent (50%) of

the amount paid by CPW to EMA under this MOA, the City shall reimburse CPW such amount paid by CPW, not to exceed a total amount of \$20,000.00, unless a larger amount is approved in a prior, signed writing by the City and CPW.

6. **Miscellaneous.** The Parties agree that: (a) this Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties regarding the subject matter hereof; provided, however, nothing in this Agreement supersedes any prior easements granted by any of the Lot Owners, or their predecessors, to the City or CPW; (b) this Agreement cannot be amended except in writing signed by the Parties, or, with respect to the Lot Owners, their respective successors and assigns; (c) this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns; (d) nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, a partnership, or a joint venture between the Parties; (e) if any term or condition of this Agreement shall, at any time or to any extent, be deemed invalid or unenforceable by a court with competent jurisdiction, the remainder of this Agreement, or the application of such term or condition other than those to which it is held invalid or unenforceable, shall not be affected, and each remaining term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law; (f) this Agreement and any and all matters arising out of or relating to this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina, without regard to its conflict of laws or choice of law provisions; (g) the state and federal courts of the State of South Carolina shall have exclusive jurisdiction for any matter arising out of or relating to this Agreement, the interpretation of this Agreement, or any purported breach of this Agreement; (h) neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise; (i) this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument; and (j) except for the Parties' respective successors and assigns, this Agreement does not create any rights in third parties or the general public.

7. **Time Periods.** Except when this Agreement sets forth a specific time period, any required actions by any party under this Agreement must be undertaken and completed within a reasonable period of time based on the surrounding circumstances.

8. **Effective Date.** This Agreement shall be effective upon the signature of the last to sign of the City, CPW, Holder, and the Lot Owners (the "Effective Date"); provided, however, any party's signature to this Agreement shall become irrevocable as to such party, its successors and assigns, for a period of sixty (60) days from the date of such party's signature, as provided in the signature pages to this Agreement. If any party's signature block remains undated, then the date of such party's signature shall be the date of the most recent party to sign the Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES AND EXHIBITS TO FOLLOW]**

**[CITY'S SIGNATURE PAGE]**

WITNESS my hand and seal as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES: THE CITY OF CHARLESTON

\_\_\_\_\_  
Witness One By: \_\_\_\_\_  
Print Name: William S. Cogswell, Jr.  
Print Name: \_\_\_\_\_ Its: Mayor

\_\_\_\_\_  
Witness Two Attest:  
Print Name: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: Jennifer Cook  
Its: Clerk of Council

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that the City of Charleston, by William S. Cogswell, Jr., its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_  
Notary's Name (PRINT): \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

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**[CPW'S SIGNATURE PAGE]**

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES: THE COMMISSIONERS OF PUBLIC WORKS OF  
THE CITY OF CHARLESTON

\_\_\_\_\_  
Witness One  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Two  
Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
                                                  )  
COUNTY OF CHARLESTON    )       ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that the Commissioners of Public Works of the City of Charleston, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_  
Notary's Name (PRINT): \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

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**[HOLDER'S SIGNATURE PAGE]**

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

\_\_\_\_\_  
Witness One

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

\_\_\_\_\_  
Print Name: Robert E. Holder

\_\_\_\_\_  
Witness Two

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

STATE OF SOUTH CAROLINA    )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON        )

I, the undersigned notary public, do hereby certify that Robert E. Holder personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 1 OWNERS' SIGNATURE PAGE]**

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

Witness One  
Print Name: \_\_\_\_\_

Print Name: Stephen D. Comer

Witness Two  
Print Name: \_\_\_\_\_

Print Name: Constance R. Comer

[illegible]

## ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Stephen D. Comer and Constance R. Comer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 2 OWNERS' SIGNATURE PAGE]**

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

\_\_\_\_\_  
Witness One

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

\_\_\_\_\_  
Print Name: Hunter A. Berg

\_\_\_\_\_  
Witness Two

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

\_\_\_\_\_  
Print Name: Lauren Berg

STATE OF SOUTH CAROLINA    )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON        )

I, the undersigned notary public, do hereby certify that Hunter A. Berg and Lauren Berg personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 3 OWNERS' SIGNATURE PAGE]**

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

Witness One

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

Print Name: Anna W. Gatch

## Witness Two

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

Print Name: William D. Gatch, Sr.

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

## ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Anna W. Gatch and William D. Gatch, Sr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 4 OWNER'S SIGNATURE PAGE]**

Note: The release for this owner will exclude from the claims being released the owner's right to seek damages against CPW, the City, and/or other entities for wall and embankment issues that have existed **prior** to this Project.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

\_\_\_\_\_  
Witness One

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

\_\_\_\_\_  
Print Name: Nell G. Postell, Trustee  
of The Postell Living Trust dated  
December 17, 2009, and any amendments  
thereto

\_\_\_\_\_  
Witness Two

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

STATE OF SOUTH CAROLINA    )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON        )

I, the undersigned notary public, do hereby certify that Nell G, Postell, Trustee of The Postell Living Trust dated December 17, 2009, and any amendments thereto, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 5 OWNERS' SIGNATURE PAGE]**

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

\_\_\_\_\_  
Witness One

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

\_\_\_\_\_  
Print Name: Michael C. Bullard

\_\_\_\_\_  
Print Name: Alison P. Bullard

\_\_\_\_\_  
Witness Two

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

STATE OF SOUTH CAROLINA    )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON        )

I, the undersigned notary public, do hereby certify that Michael C. Bullard and Alison P. Bullard personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 6 OWNERS' SIGNATURE PAGE]**

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

\_\_\_\_\_  
Witness One

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

\_\_\_\_\_  
Print Name: Matthew McAlister Prendergast

\_\_\_\_\_  
Witness Two

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

\_\_\_\_\_  
Print Name: Bailey Peters Prendergast

STATE OF SOUTH CAROLINA    )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON        )

I, the undersigned notary public, do hereby certify that Matthew McAlister Prendergast and Bailey Peters Prendergast personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 7 OWNER'S SIGNATURE PAGE]**

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

\_\_\_\_\_  
Witness One  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: Angel Isla Daniels

\_\_\_\_\_  
Witness Two  
Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
                                                  )  
COUNTY OF CHARLESTON    )    ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Angel Isla Daniels personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_  
Notary's Name (PRINT): \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

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**[LAKE LOT 8 OWNERS' SIGNATURE PAGE]**

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

\_\_\_\_\_  
Witness One

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

\_\_\_\_\_  
Print Name: Robert E. Holder,  
as Trustee of the Holder Living Trust dated  
April 25, 2006, and any amendments thereto

\_\_\_\_\_  
Witness Two

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

\_\_\_\_\_  
Print Name: Kristen J. Holder,  
as Trustee of the Holder Living Trust dated  
April 25, 2006, and any amendments thereto

STATE OF SOUTH CAROLINA    )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON        )

I, the undersigned notary public, do hereby certify that Robert E. Holder and Kristen J. Holder, Trustees of the Holder Living Trust dated April 25, 2006, and any amendments thereto, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 9 OWNER'S SIGNATURE PAGE]**

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

Witness One

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

Print Name: Carol Fougrousse

Witness Two

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

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

## ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Carol Fougrousse personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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**[LAKE LOT 10 OWNERS' SIGNATURE PAGE]**

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

BDH LLC,  
a South Carolina limited liability company

Witness One

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

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Witness Two

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

STATE OF SOUTH CAROLINA )

)

## ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

)

I, the undersigned notary public, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_, of BDH LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

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## EXHIBIT A

### [LEGAL DESCRIPTION OF THE LAKE LOTS]

#### LAKE LOT 1

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Thirteen (13), Block F, Charles Towne Estates, as shown on that certain plat entitled, "CHARLESTOWNE ESTATES, ST. ANDREWS PARISH, CHARLESTON COUNTY, S.C., CHARLESTOWNE ESTATES, INC., OWNERS, AREA = 47.3 ACRES," by Hilliard B. Good (SCRLS No. 868), surveyed July-November 1957, dated November 11, 1957, and recorded November 26, 1957 in Plat Book L at Page 089 in the ROD Office for Charleston County, South Carolina ("Plat L/089"). Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Rebecca B. Coerper and Milo W. Coerper to Stephen D. Comer and Constance R. Comer by instrument dated November 3, 2003 and recorded November 4, 2003 in Deed Book E474 at Page 489 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-060

#### LAKE LOT 2

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Fourteen (14), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Sam Head to Hunter A. Berg and Lauren Berg by instrument dated August 25, 2020 and recorded September 8, 2020 in Deed Book 0913 at Page 490 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-061

#### LAKE LOT 3

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Fifteen (15), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Anna W. Gatch to Anna W. Gatch and William D. Gatch, Sr. by instrument dated December 7, 2004 and recorded December 9, 2004 in Deed Book P518 at Page 646 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-062

#### LAKE LOT 4

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Sixteen (16), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Nell G. Postell to Nell G. Postell, Trustee of the Postell Living Trust dated December 17, 2009, and any amendments thereto, by instrument dated December 17, 2009 and recorded January 8, 2010 in Deed Book 0101 at Page 490 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-063

#### LAKE LOT 5

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Twenty-One (21), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Bruce Allan Beach Coker and Jeanne Darin-Coker Whiteman to Marcus Sizemore and Hillary Katherine Sizemore by instrument dated January 24, 2022 and recorded February 22, 2022 in Deed Book 1080 at Page 974 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-068

#### LAKE LOT 6

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Twenty-Two (22), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Matthew Prendergast to Matthew McAlister Prendergrast and Bailey Peters Prendergast by instrument dated June 2, 2022 and recorded June 6, 2022 in Deed Book 1114 at Page 340 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-069

#### LAKE LOT 7

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Twenty-Three (23) and Lot Twenty-Four (24), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Jon Carter and Hayley Carter to Angel Isla Daniels by instrument dated October 28, 2022 and recorded October 31, 2022 in Deed Book 1145 at Page 908 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-070

LAKE LOT 8

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Twenty-Seven (27), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by Robert E. Holder and Kristen J. Holder to Robert E. Holder and Kristen J. Holder, Trustees or their successors in trust, of the Holder Living Trust, dated April 25, 2006, and any amendments thereto, by instrument dated April 25, 2006 and recorded April 28, 2006 in Deed Book G581 at Page 253 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-073

LAKE LOT 9

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Twenty-Seven (27), Block F, Charles Towne Estates, as shown on Plat L/089. Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat L/089, which is incorporated herein by reference.

Being the same property conveyed by John Bunyan Amaker and Nancy M. Amaker to Carol Fougrouse by instrument dated June 18, 2010 and recorded June 24, 2010 in Deed Book 0129 at Page 804 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-074

LAKE LOT 10

All that lot, piece or parcel of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as Lot Twenty-Nine (29), Block F, Charles Towne Estates, as shown on that certain plat entitled, "Plat of lot 29 block 'F' in Charlestowne Estates," by Ben F. Cheatham, dated October 17, 1963 and recorded October 29, 1963 in Plat Book Q at Page 085 in the ROD Office for Charleston County, South Carolina ("Plat Q/085"). Said lot having such size, shape, dimensions, butting and boundings as are shown on Plat Q/085, which is incorporated herein by reference.

Being the same property conveyed by Annette S. Bass to BDH LLC, a South Carolina limited liability company, by instrument dated May 16, 2024 and recorded May 31, 2024 in Deed Book 1247 at Page 979 in the ROD Office for Charleston County, South Carolina.

TMS 415-03-00-075

**EXHIBIT B**

[THE EMA CONTRACT]

[ATTACH HERETO]

## **EXHIBIT C**

[STANDARD RELEASE]

### **FULL AND COMPLETE RELEASE**

WHEREAS, on March 1, 1958, Charles Towne Estates, Inc. (the "Developer") owned Lots 13 through 16, Lots 21 through 24, and Lots 27 through 29, in Block F, of Charles Towne Estates (the "Lake Lots"), as well as the portion of the "Lake" within the lines connecting the points lettered C, D, E, and C on that certain plat entitled, "PLAT SHOWING LAKE, LETTERED A, B, C, D, E, SITUATED PARTLY ON LANDS OF CHARLESTOWNE [SIC] ESTATES, INC. AND PARTLY ON LANDS OF FERDINANDA WARING, ET AL, IN ST. ANDREWS PARISH, CHARLESTON COUNTY, S.C.," prepared by Hilliard B. Good (SCRLS No. 868), dated January 21, 1958, and recorded March 8, 1958 in Plat Book L at Page 109 (the "Lake Plat") in the ROD Office for Charleston County, South Carolina (the "ROD");

WHEREAS, on March 1, 1958, Ferdinanda L. Waring, Joseph I. Waring, Ferdinan B. Stevenson, and William Montague Backer (the "Adjacent Owners") owned the portion of the Lake within the lines connecting the points lettered A, B, C, E, and A on the Lake Plat;

WHEREAS, on March 1, 1958, the Adjacent Owners granted the Developer certain rights and easements limited to the future owners of the Lake Lots, as more particularly described in that certain instrument recorded March 10, 1958 in Deed Book Z64 at Page 616 in the ROD;

WHEREAS, the City of Charleston (the "City") owns and operates the City's stormwater system, and the current owners of the Lake Lots (the "Lot Owners") assert that (a) stormwater runoff within the drainage basin served by the Lake, and (b) ditch cleaning work, have contributed to higher rates of sediment buildup in the Lake;

WHEREAS, the Commissioners of Public Works of the City of Charleston ("CPW") owns and operates the City's wastewater system, and the Lot Owners assert that wastewater overflows occurring during heavy rain events or otherwise have contributed to higher rates of sediment buildup in the Lake;

WHEREAS, \_\_\_\_\_ (individually or collectively, the "Releasor") is/are the current owner(s) of Lot \_\_\_\_\_, Block F in Charlestowne Estates, designated as Charleston County TMS No. 415-03-00-\_\_\_\_\_ (the "Property"); and

WHEREAS, pursuant to the terms of an MOA, to which the City, CPW, and the Releasor are parties, the City and CPW agreed to fund a pond improvement project for the Lake, as described therein (the "Project"), in exchange for a full and complete release from the Lot Owners, as described in the MOA.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the agreement by the City and CPW to fund the Project, the receipt and sufficiency

of which are hereby acknowledged, Releasor, for Releasor and his/her/their/its heirs, executors, administrators, beneficiaries, heirs, successors and assigns with respect to the Property or any portion thereof, does hereby release, acquit and forever discharge the City and CPW and either of their agencies, departments, institutions, boards and commissions, and officials, agents or employees or successors thereto, from demands, actions, causes of action, and suits at law or in equity, arisen, arising, or to arise from or relating to the Project, the Lake, the Lake Lots, and any discharges of sediment or wastewater onto or into the Lake or the Lake Lots. The above recitals are incorporated herein by reference.

This instrument shall be filed in the ROD Office for Charleston County, South Carolina, shall run with title to the Property, and shall bind the heirs, successors and assigns of the Releasor as to the Property.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

RELEASOR(S):

\_\_\_\_\_  
Witness One

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

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

\_\_\_\_\_  
Witness Two

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

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

STATE OF SOUTH CAROLINA    )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON        )

I, the undersigned notary public, do hereby certify that [INSERT NAME OF RELEASOR(S)] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's Signature: \_\_\_\_\_

Notary's Name (PRINT): \_\_\_\_\_

Notary Public for South Carolina

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

**[END OF DOCUMENT]**



WILLIAM S. COGSWELL, JR  
Mayor

*City of Charleston*  
*South Carolina*  
*Department of Development Services*

RON BUCCI, PE  
Director

## MEMORANDUM

DATE: May 15, 2025  
TO: Jennifer Cook – Clerk of Council  
FROM: Ron Bucci, PE – Director of Development Services  
COPY: Katherine J. Dahlheim – Assistant Corporation Counsel  
SUBJECT: Code Enforcement Officer Appointments

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As the Director of Development Services, I endorse and request that Mayor and Council endorse and appoint one staff member from the Department to act as a Code Enforcement Officer for compliance with Chapter 27 of the City Code of Ordinances. The following staff member is:

Josef Schaefer – Stormwater Inspector

**City of Charleston**  
**Contract Amendment for Professional Services #01**

Project: **Lake Dotterer Flood Reduction Project**

Owner: City of Charleston  
 Dept. of Stormwater Management  
 2 George St, Suite 2100  
 Charleston, SC 29401

A/E: Thomas & Hutton Engineering Co.  
 682 Johnnie Dodds Blvd. Suite 100  
 Mt. Pleasant, SC 29464

Contract Date: November 12, 2024

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

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

**See attached Exhibit H – Scope of Services dated April 23, 2025.**

2. Adjustments to the Contract Sum:

|                                                           |              |
|-----------------------------------------------------------|--------------|
| Original Contract Sum.....                                | \$116,500.00 |
| Change by Previously Approved Contract Amendments.....    | \$ 0.00      |
| Contract Sum prior to this Contract Amendment.....        | \$116,500.00 |
| Amount of this contract Amendment, complete.....          | \$409,345.00 |
| New Contract Sum, including this Contract Amendment ..... | \$525,845.00 |

ARCHITECT/ ENGINEER:

  
 \_\_\_\_\_  
 Tony M. Woody, P.E.

April 29, 2025  
 (Date)

OWNER:

\_\_\_\_\_  
 William S. Cogswell Jr., Mayor

\_\_\_\_\_  
 (Date)



April 23, 2025

Jordyn Mallett  
Senior Engineering Project Manager  
City of Charleston  
2 George Street, Suite 2100  
Charleston, SC 29401

Re: Engineering Services  
Contract Amendment No. 01  
Lake Dotterer  
Flood Reduction Project  
Phase 2 – Design and Permitting

Dear Ms. Mallett:

Please find enclosed Contract Amendment No. 01 for engineering and permitting services related to the Lake Dotterer Flood Reduction Project.

If acceptable, please execute and return a copy to us for our files. We look forward to serving the City on this important project. We are immediately available to proceed with this Contract Amendment.

Sincerely,

**THOMAS & HUTTON ENGINEERING CO.**

A handwritten signature in blue ink that reads 'Hillary Aton'.

Hillary Aton, PE  
Principal/ Project Manager

HEA/ala

Enclosure / Contract Amendment No. 01



**CONTRACT AMENDMENT NO. 01  
SUPPLEMENTAL AGREEMENT  
BETWEEN OWNER AND ENGINEER  
April 23, 2025**

Contract Amendment No. 01 is a supplement to our Master Agreement between the City of Charleston (Owner) and Thomas & Hutton Engineering Co. (Consultant). The terms and conditions of the Master Agreement shall govern the mutual responsibility of the parties hereto unless specifically amended by this Contract Amendment.

The Owner and the Consultant for the considerations set forth in the aforesaid MASTER AGREEMENT and this Contract Amendment further agrees as follows.

**PROJECT DESCRIPTION:**

Whereas, Owner has retained Consultant to perform certain engineering services in connection with the Lake Dotterer Flood Reduction Project. The scope of this task includes designing, permitting, and implementing improvements to the Lake berm and control structure, and Site #1, the wetland adjacent to Mariners Ferry. The Project Area is described as follows:

The Lake Dotterer watershed is comprised of approximately 494 acres of mixed land uses, including mostly single-family residential, some commercial development along Glenn McConnell Parkway, the West Ashley Park, and some tidal creeks and marshland. The Lake Dotterer watershed is located within the Church Creek Drainage Basin and is bounded by Glenn McConnell Parkway to the south and west, Church Creek to the north, and Highway 61 to the east. The Lake Dotterer watershed is comprised of forty-six (46) sub-basins. The entire watershed drains into Lake Dotterer via open channel or small storm drain systems. Lake Dotterer is separated from the marshes of Church Creek to the north by a low-level earthen dam with two functioning rice trunks that enable the flow of water between the Church Creek marsh and Lake Dotterer. Historically, Lake Dotterer was an estuarial area that connected Church Creek with the Stono River to the south via Long Branch. Decades of development have isolated Lake Dotterer from Long Branch with the construction of Glenn McConnell, thus separating the Church Creek and Long Branch drainage basins. As a result, areas adjacent to Lake Dotterer have experienced flooding during tidal surges and major storm events.

The current proposed plan for Lake Dotterer includes elevating the berm to Elevation 7 and replacing the existing rice trunk control structures with six (6) 48" pipes with tidal check valves and a control structure. Site #1 improvements include providing a formal outfall for the wetland area adjacent to Mariners Ferry.

**SERVICES**

Our services include those related to the preliminary and final design phases, permitting services, bidding and construction phase services, and miscellaneous other services such as public outreach and coordination meetings, as may be required as part of the project. The Services set forth in Part 1, A1.02, A1.03, A1.04, and A1.05 are incorporated into this Agreement and further detailed for each phase in the "Scope of Services" attached.

Additional services which are not included in this Scope of Services are noted in the "Exclusions" section. These services may be completed as outlined in the General Provisions. However, no additional work will be performed without written authorization from the City.

## PAYMENT FOR SERVICES

Payment for services shall be based on the following chart. 'Time & Expense' fees are an estimate. 'Lump Sum' fees are not-to-exceed the quoted fee and include expenses in the quoted fee.

| <u>Description</u>       | <u>Type of Fee</u> | <u>Fee</u>       |
|--------------------------|--------------------|------------------|
| General Consulting Phase | Time & Expense     | \$25,620         |
| Survey Phase             | Lump Sum           | \$37,380         |
| Design Phase             | Lump Sum           | \$130,190        |
| Permitting Phase         | Time & Expense     | \$63,265         |
| Bidding Phase            | Time & Expense     | \$14,520         |
| Construction Phase       | Time & Expense     | \$88,300         |
| Reimbursables            | Time & Expense     | \$5,000          |
| <b>TOTAL PROJECT</b>     |                    | <b>\$364,275</b> |

| <u>Optional Add-Ons</u> | <u>Type of Fee</u> | <u>Fee</u> |
|-------------------------|--------------------|------------|
| Individual Permit       | Time & Expense     | \$45,070   |

Thomas & Hutton will bill the City monthly for each phase referenced above based upon the estimated percentage completion for each phase.

In Witness Whereof, the parties hereto have made written and executed this Contract Amendment No. 01 as of the day and year above written.

### OWNER:

The City of Charleston

BY: \_\_\_\_\_

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

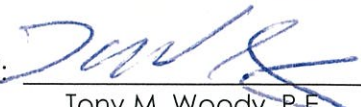
DATE: \_\_\_\_\_

### Attachments:

1. Exhibit H - Scope of Services

### CONSULTANT:

Thomas & Hutton Engineering Co.

BY:   
Tony M. Woody, P.E.

TITLE: Vice President/Civil Manager

DATE: 4/23/2025



## Exhibit H

# Project Understanding/Scope of Services

## Lake Dotterer Flood Reduction Project

At the request of the City of Charleston (Owner), Thomas & Hutton (Consultant) proposes to complete the survey, design, permitting, bidding and construction associated with the selected improvements for the Lake Dotterer Flood Reduction Project.

### General Consulting Phase

#### Meetings

Kick-off Meeting. One in-person project kick-off meeting will be held with City staff (and other stakeholders if appropriate). The meeting will include a review of the project scope, goals, deliverables, and schedule.

Project Progress Meetings. Virtual project progress meetings will be held on a bi-weekly basis to keep the City informed as to the progress of the project and to gather input as needed.

Coordination Meetings. Coordination meetings will be held as needed to coordinate various aspects of the project. These meetings may include permit coordination, property access coordination, among others. Up to two (2) coordination meetings (either on-site, in the office, or virtually) are planned.

#### Public Outreach Support

Public outreach support will be provided as requested by the City. This task may include the development of project related materials (pamphlets, maps, web-site content, signage, etc.), attendance at public meetings, among others.

#### Project Management and Coordination

The Consultant will remain in continuous contact with City staff and provide regular updates and timely responses to questions. Consultant will coordinate and manage services conducted by sub-consultants. A monthly progress report will be provided with monthly invoices.

### Survey Phase

#### Wetland and Critical Area Delineation

A site visit will be conducted to determine the presence and approximate locations of potential waters of the United States (WOTUS), including wetlands, along the extended limits of proposed dike improvements, and at Site #1, adjacent to Mariners Ferry. The delineations will use mandatory technical criteria, field indicators, and other sources of information to determine whether the site has jurisdictional WOTUS, including wetlands. WOTUS, including wetlands are identified according to the definitions provided in 33 CFR § 328.3(a). The

classification of aquatic resources on the site will be performed by a degreed biologist or environmental scientist trained and experienced in delineation methodologies.

The methods the Subconsultant will use in the delineation generally follow the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (USACE Manual), dated 1987 and the applicable Regional Supplement to the USACE Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2.0 (Regional Supplement). The subconsultant will also review the site under the most current rules, which is currently the USACE and the U.S. Environmental Protection Agency (EPA) rule that conforms to the Supreme Court's Sackett v. Environmental Protection Agency decision the "Revised Definition of 'Waters of the United States'; Conforming". The rule was published in the Federal Register on August 29, 2023, and became effective on September 8, 2023. WOTUS, including wetlands generally have three essential characteristics: wetland hydrology, hydrophytic vegetation, and hydric soils.

The Subconsultant will identify potential WOTUS: traditional navigable waters, relatively permanent waters, non -relatively permanent waters, and wetlands that are adjacent, abutting, or isolated to these waters. The delineation task involves placing colored flagging along the wetlands/WOTUS and upland boundary. Each flag will be consecutively numbered using indelible ink. Streams, rivers, ponds, and lakes will be identified by delineating ordinary high-water marks. Linear aquatic resources such as braided stream systems located entirely within abutting wetland systems will be evaluated for stream parameters and the approximate locations of the linear features will be estimated and displayed on the depiction as applicable. The field delineation will include collection of field data from discrete sample locations (Data Points) necessary to complete required USACE Wetland Determination Data Forms. The number of Data Points evaluated will be determined based on professional judgement and will document the following information:

1. The site will be evaluated for primary and secondary hydrology indicators. If at least one primary or two secondary indicators are observed in accordance with the Regional Supplement, the observation location will be considered to have wetland hydrology.
2. The percent cover of each vegetation stratum (i.e. trees, saplings, shrubs, herbs, and woody vines) will be classified and dominance will be determined in accordance with the Regional Supplement. If the percentage of dominant species with sufficient wetland indicator status (OBL, FACW, and/or FAC) is less than 50 percent, prevalence index and morphological adaptations may be evaluated to confirm if hydrophytic vegetation is present or absent.
3. The subsurface soils will be evaluated using a soil probe or similar method. The samples will be collected to a depth of approximately 20 inches below ground surface, depending on local soil conditions, and the soil will be visually compared to Munsell Soil Color Charts to determine value and chroma. The soil samples were further examined for hydric soil indicators in accordance with the Regional Supplement.

#### Wetlands/WOTUS Depiction

USACE requires the delineated aquatic resources and site boundary to be depicted on a drawing and submitted to USACE as part of the Jurisdictional Determination Request package. The Subconsultant will utilize a Trimble Geo7X (sub-meter accuracy) hand-held Global Positioning System (GPS) unit with a Global Navigation Satellite System (GNSS)



receiver to map the location and boundaries of delineated wetlands. The GPS locations will be used to create a Depiction of Aquatic Resources Map using GIS software. The Depiction of Aquatic Resources Map will contain a generalized boundary of the site based on best available data such as spatially referenced computer aided design and drafting (CADD) data (if available and provided by the client), county parcel data, and/or existing boundary surveys. The cost for locating wetlands/WOTUS lines using a GPS and producing a Depiction of Aquatic Resources Map using GIS software is included as a separate line item in the cost section of this proposal. (A GPS Depiction of Aquatic Resources Map is often much faster than conventional surveying and drafting of survey drawings by a third -party surveyor. Upon request, the Subconsultant will provide ArcMap shapefiles and CADD files for the delineated aquatic resources displayed in State Plane coordinates). Vegetative canopy or/ cloud cover may interfere with GPS accuracy in certain circumstances.

#### Jurisdictional Determination Request/ Delineation Package

The Jurisdictional Determination Request (JDR)/ Delineation Package will include the following information, as applicable:

- Historic information (including topographic maps, aerial photographs, FEMA maps, NWI maps, NHD maps, and NRCS soil maps) as required by USACE;
  - Jurisdictional WOTUS and non -jurisdictional aquatic resources identified;
  - Survey drawing or GIS Depiction of Aquatic Resources Map depicting the site boundary and jurisdictional/non -jurisdictional features with acreages and linear footages as applicable;
  - USACE required Wetland Determination Data Forms that correspond to Data Points;
  - Data Point photographs with descriptions; and
  - Professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale.
  - Upon your request, the Subconsultant will submit the report to USACE for initiation of the Jurisdictional Determination process. There are two types of Jurisdictional Determinations that can be obtained from USACE; (1) Preliminary Jurisdictional Determination and (2) Approved Jurisdictional Determination.
1. Preliminary Jurisdictional Determination (PJD) Request: A PJD is the most common type of jurisdictional determination provided by USACE. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a PJD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional WOTUS. In other words, there is a presumption of jurisdiction for all aquatic resources on a site. PJDs are sufficient to initiate wetlands/WOTUS impact permitting if future phases of the project would impact aquatic resources. Other state and federal permitting agencies that rely on USACE to verify wetland/WOTUS boundaries also accept PJDs. The advantage of PJDs is less regulatory scrutiny and more expedited response from USACE.
  2. Approved Jurisdictional Determination (AJD) Request: An AJD is needed if there are non-jurisdictional (isolated) aquatic resources on a site. An AJD would also be required if there are no aquatic resources on the site and the entire site is comprised of uplands. The level of effort to obtain an AJD requires additional documentation and regulatory agency scrutiny is typically greater. As such, this scope of work does not include fees for obtaining an AJD. The level of effort to obtain an AJD varies based on site size and amount of delineated aquatic resources. If an AJD is applicable for the project site, the



Consultant will coordinate with you prior to preparing the supplemental information required to obtain an AJD.

3. No Permit Required Letter: In accordance with USACE Regulatory Guidance Letter No 16-01 dated October 2016, In other circumstances, where no USACE permit would be required because the proposed activity is not a regulated activity or is exempt under Section 404(l) of the CWA and is not recaptured, preparation of a "no permit required" letter may be appropriate, and no JD is required, so long as that letter makes clear that it is not addressing geographic jurisdiction. A "No Permit Required" letter may be obtained in lieu of a Jurisdictional Determination if no aquatic resources are identified on site.

By definition, a PJD can only be used to determine that wetlands or other water bodies that exist on a particular site "may be" jurisdictional WOTUS. A PJD by definition cannot be used to determine either that there are no wetlands or other waterbodies on a site at all (i.e., that there are no aquatic resources on the site and the entire site is comprised of uplands), or that there are no jurisdictional wetlands or other water bodies on a site, or that only a portion of the wetlands or waterbodies on a site are jurisdictional. A definitive, official determination that there are, or that there are not, jurisdictional WOTUS on a site can only be made by an AJD.

Please note that either a PJD or AJD can be used for potential USACE Clean Water Act permitting efforts. The distinction is that PJD carries a presumption of jurisdiction; therefore, all aquatic resources on a site would be jurisdictional and subject to the Clean Water Act. Additionally, although both PJDs and AJDs are acceptable for potential permitting, only the AJD option can be appealed. Following the Field Delineation, the Subconsultant will provide site specific consultation regarding the applicability of requesting a PJD or AJD and the level of effort and additional cost required to obtain an AJD as applicable.

#### USACE Verification Site Visit

If the Jurisdictional Determination request is initiated, the USACE frequently conducts a site visit to verify that the flagged aquatic resources accurately define the wetlands/WOTUS on the site. USACE frequently requests a meeting with the wetland delineator on site during the review. In the event that USACE requests an onsite meeting with Terracon, additional costs will apply as indicated in the Compensation section of this proposal.

#### Other Regulatory Verifications

A survey drawing signed and stamped by a Professional Land Surveyor or Professional Engineer shall be submitted to South Carolina Department of Health and Environmental Control - Ocean and Coastal Resource Management (SCDHEC-OCRM) to verify the SCDHEC- OCRM Critical Area delineation.

#### Design Survey

The Consultant's survey Subconsultant will conduct a design survey for the extended dike/structure area and Site #1, adjacent to Mariners Ferry (see attached map). All survey work will be supervised by a South Carolina Professional Land Surveyor (PLS). All surveying shall be in accordance with current South Carolina state surveying standards. The following shall be used/established as part of the survey:



- Horizontal Datum shall be NAD 83 (2011 Adjustment) International Feet
- Vertical datum shall be NAVD 88.
- 2 Primary Survey Control Points will be established.
- 1 Temporary Benchmark(s) will be established.
- Survey Control Points and Benchmarks will be shown on the deliverables.

The topographic survey will locate, both horizontally and vertically, all exposed structures, land features, and utilities. The following features shall be included, but are not limited to:

- Ground shots as necessary but no greater than every 50 feet to provide an accurate representation of existing surface and a One (1) foot Contour.
- All tree and brush lines (all trees in the 1.4-acre project limits shall be identified by size [DBH] and species) as well as the actual dripline (canopy spread) of all trees 24" or greater shall be identified. Live oak trees shall be differentiated from other types of oak trees.
- The location of roads and driveways, including gravel (w/type identified)
- Stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified). If a pipe leaves the survey area, the next nearest upstream/downstream junction shall be found and surveyed.
- Stormwater ditches (w/top and bottom of banks, and water surface elevation identified)
- Power poles and guy wires (w/connection of overhead power lines to adjacent poles; and pole numbers); electric boxes; gas valves and meters; cable boxes; telephone pedestals
- Water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified)
- Sanitary sewer cleanouts and manholes (all inverts shall be identified at manholes), including pipe sizes, and any other miscellaneous sanitary sewer structure
- Mailboxes; fences; signage (street name, traffic, etc.); buildings; walls; and any other miscellaneous aboveground structure or feature
- Approximate FEMA flood zone lines obtained through desktop mapping

The wetlands/Critical Area will be flagged by the environmental subconsultant prior to the survey subconsultant arriving on site. The flags will be surveyed within survey boundary and included in the mapping. An OCRM Critical Area Plat will be prepared for the flagged lines.

Property research will be conducted, and property monuments located for up to 8 parcels to assist with identifying possible easement and acquisition areas. No boundary survey will be included. No easement plats (or property plats) are included. Coordination will be conducted with the City (Parks) for access to the project area.

## Design Phase

Based on the findings of the evaluations from Phase 1, construction plans will be developed for the proposed flood mitigation improvements. Model and calculation updates will be performed as the design progresses and is refined.

Based on the recommended improvements, additional field testing will be conducted to include 1 seismic cone penetration test (CPT) near the proposed outfall structure and three additional soil test borings along the dike within the limits of proposed improvement. Based on results of the geotechnical field exploration, the geotechnical analysis will be reding and design will be performed. The geotechnical design will include pile design for the proposed walls, pipes,

and support structure; seismic soil parameters for the walls; a slope stability analysis; and a seepage analysis. A report will be developed to include the geotechnical design and construction recommendations necessary for the design of the walls, pipes, and structure foundations.

Using geotechnical recommendations provided by our subconsultant, we will complete a structural design of new cast-in-place pile supported retaining walls to be located along each side of the existing causeway, one cast-in-place concrete pile supported control structure on the pond side, and pile supports for the concrete pipes extending through the causeway. Design will be completed in accordance with South Carolina state building code (IBC 2021 with modifications). We will provide construction plans and specifications to be used for bidding and construction.

Detailed technical design and construction plan development will be conducted and progress through 60% and 90% plans. Project progress meetings will be conducted to review and discuss the designs and get the input of the City and other stakeholders. The construction plan sets will generally consist of the following sheets:

- Cover Sheet
- Legend and Abbreviations Sheet
- General Notes
- Demolition Plan Sheet(s)
- Plan and Profile Sheet(s)
- Stormwater Pollution Prevention Plan (SWPPP) Sheets
- Erosion & Sediment Control (E&SC) Detail Sheets
- Paving, Grading, and Drainage Detail Sheet(s)
- Structure Plan and Foundation Plan
- Structure Detail(s)

Construction plan submittals will be made at 60% and 90% completion milestones. Permitting and approvals (see below) will be started as early as possible (overlapping with the design) and will be dependent on the necessary level of design. The technical specifications will be developed as well as the project SWPPP. An engineering (or basis of design report) will be developed and updated for the 60% and 90% submittals.

#### **Pre-Final Construction Plans**

Once the preliminary design has been approved by City, construction plans will be prepared generally representing 60% complete plans. The plans will include basic plan and profile data and will be sufficient for permitting purposes.

Deliverables: 60% complete construction plans for City review and agency permitting (see below).

#### **Pre-Final Opinion of Probable Cost**

Based on the 60% design plans, an opinion of probable construction cost will be developed for the project. The opinion of probable construction cost will be reviewed with the City. City comments and input will be incorporated in the design.

Deliverables: 60% opinion of probable construction cost.



### **Design Field Review**

A Design Field Review (DFR) meeting with the City (and other stakeholders, if appropriate) will be conducted.

Deliverables: Attendance at pre-final DFR and preparation of DFR field notes.

### **Final Construction Plans**

Based on the pre-final DFRs and any adjustments required during permitting (see below), final construction plans will be prepared.

Deliverables: 90% construction plans.

### **Final Opinion of Probable Cost**

Based on the final design plans, a final opinion of probable cost will be developed for the project. The approach and format will be similar to the preliminary opinion of probable construction cost.

The final design and opinion of probable construction cost will be reviewed with the City. City comments and input will be incorporated in the design.

Deliverables: Final opinion of probable construction cost.

## **Permitting Phase**

Assistance will be provided to the City in obtaining necessary permits, certifications, and approvals required by agencies having jurisdiction over the drainage project. It is anticipated that this project will require extensive permitting efforts due to the unique nature of the project. Early coordination, meetings, and on-site field visits with permitting agencies (and other stakeholders, if appropriate) will be conducted to explain the project and gain feedback from the permitting agencies.

Permit packages will be prepared for submittal to the agencies for review and issuance of required permits. It is anticipated that the following permits will be required:

- City of Charleston
- SCDHEC OCRM – Coastal Zone Consistency Certification
- SCDHEC BOW– NPDES Construction General Permit
- USACOE/OCRM Wetland/Critical Area Impact Permit (Nationwide Permit)

Coordination will be provided with these agencies for the review and approval of the necessary permits. Due to the uncertainty of the required mitigation for wetland/critical areas, the design of or payment for mitigation credits are not included. Permit fees are not included.

Deliverables: Permit application packages for the agencies listed above. Coordination with the agencies to facilitate the issuance of the permits/approvals.

We also understand the importance of coordination with utility agencies during the permitting and approval phase. Although we do not anticipate significant utility impacts with this project, we will coordinate with any utility owners as necessary throughout the design and permitting process.

As the extent of effort needed for successfully acquiring the permits listed above may vary, the fee for this task is a budget estimate and may be revised based on the requests of permitting agencies. This task will be provided on a time and expense (T&E) basis.

### **Bidding Phase**

Prior to initiating the Bidding Phase, the plans will be completed (100% plans), generally incorporating any design changes requested by the permitting and approval agencies. The final opinion of probable construction costs will also be prepared and reviewed with the City. Assistance will be provided to the City during the bid process. The following services will be provided:

- Prepare technical specifications and other materials for bid package
- Coordinate and attend a pre-bid conference
- Prepare clarification requests or bid addendums
- Attend bid opening
- Prepare a bid abstract
- Evaluate the bids
- Prepare Consultant's recommendation for award of the contract

It is anticipated that the City's standard "front-end" documents will be used for the contract documents. Technical specifications will be provided. The Consultant will provide the City a draft of the necessary bid documents (including the technical specifications) to review and comment on prior to providing a final set for bidding.

Deliverables: Bid phase services.

### **Construction Phase**

The following construction phase service shall be provided assuming a 8-month construction duration:

#### **Office Services**

The following office-related construction phase services will be provided.

- General Administration of Construction Contract. Consult with City and act as City's representative.
- Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- Construction Progress Meetings. Participate in construction progress meetings.
- Defective Work. Recommend to City that the Contractor's work be disapproved and rejected while it is in progress if, based on such observations, Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents.
- Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.



- Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to City, as appropriate, and prepare Change Orders and Work Change Directives as required.
- Business/Residential Coordination. Assist the City in coordinating with the affected businesses and residents along the project.
- Utilities. Assist City with coordinating with the utilities.
- Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- Inspections and Tests. Receive and review all certificates of inspections, tests, and approvals required.
- Project Schedule. Review and approve or take other appropriate action in respect to the Contractor's project schedule and project schedule changes.
- Photo and Video Gallery. Maintain photo and/or video documentation of the project and the project's construction progress. A compiled photo/video gallery will be provided to the City at project close out.
- Observation Reports. Maintain a log of site visits' observation reports. Provide a weekly summary progress report to the City.
- Disagreements between City and Contractor. Render formal written decisions on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
- Applications for Payment. Review Applications for Payment and accompanying supportive documentation and determine the amounts that Consultant recommends Contractor be paid.
- Contractor's Completion Documents. Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, certificates, or other evidence of insurance not previously submitted, certificates of inspection, tests and approvals, shop drawings, samples, and other data.
- Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, Consultant will conduct an inspection to determine if the Work is Substantially Complete and develop and punch-list to be provided to the Contractor to address.
- Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor.

### **Field Services**

The Consultant shall make observations of the Contractor's work in progress for the duration of Construction. The Consultant shall make weekly visits to the Site to observe the progress and quality of the Work and develop a weekly observation report that will be provided to the Client.

### **Closeout**

A final inspection with the Contractor and City personnel will be conducted. A punch list will be prepared and provided to the Contractor to address. Follow-up inspections will be conducted, as necessary. Assistance will be provided to the City for the preparation of

documentation for permit terminations. A one-year warranty inspection will be conducted, and a punch list will be prepared and provided to the Contractor to address. Follow-up inspections will be conducted as necessary.

These services do not include providing as-built surveys or post-construction video inspection services. However, the services do include the review of any Contractor-supplied as-built surveys and review of post-construction video inspections.

Deliverables: Construction phase services.

## EXCLUSIONS

Items not included in the Scope of Services are as follows:

- Archaeological survey and report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Construction staking
- Materials testing and inspections
- Performing "as-built" surveys and/or preparation of record drawings
- FEMA Modeling, Floodplain, Mapping, or coordination

The above referenced additional services will not be performed without written authorization from the City.





Thomas & Hutton provides services on a time and expense basis as follows:

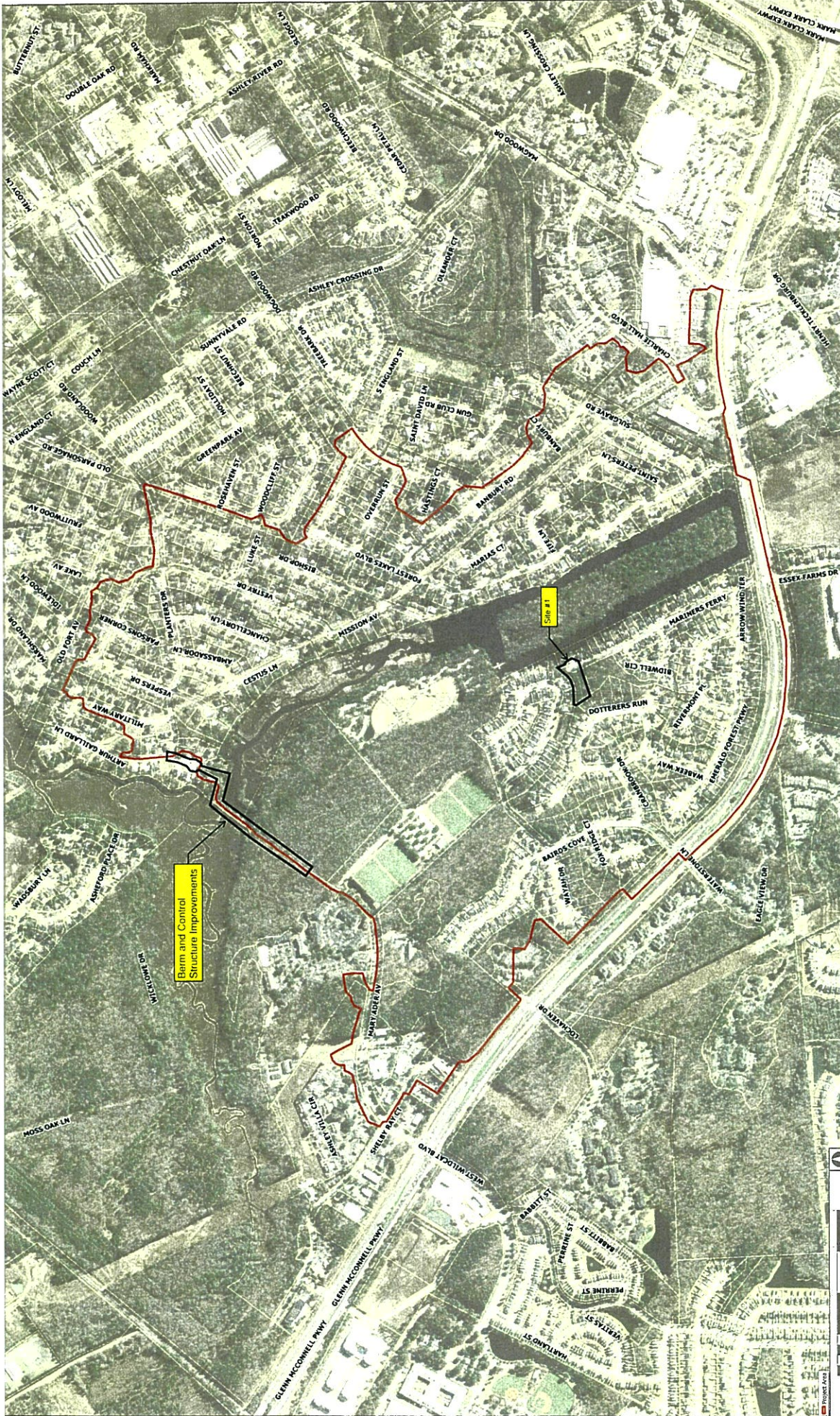
1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2025 are as follows:

| Hourly Rate | Engineer                                    | Survey                                                           | Landscape                                         | GIS                | Quality Control                                        | Business/ Administrative                                                                  |
|-------------|---------------------------------------------|------------------------------------------------------------------|---------------------------------------------------|--------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------|
| \$ 320.00   | Consultant                                  | Consultant                                                       | Consultant                                        | Consultant         | Consultant                                             |                                                                                           |
| \$ 290.00   | Senior Manager                              | Senior Manager<br>Survey Party (3-Men)                           | Senior Manager                                    | Senior Manager     | Senior Manager                                         | Senior Manager                                                                            |
| \$ 265.00   | Project Manager V<br>Project Engineer V     | Survey Manager V<br>Project Surveyor V                           | Landscape Architect V<br>LA Project Manager V     | GIS Manager V      |                                                        |                                                                                           |
| \$ 240.00   | Project Manager IV<br>Project Engineer IV   | Survey Manager IV<br>Project Surveyor IV                         | Landscape Architect IV<br>LA Project Manager IV   | GIS Manager IV     |                                                        | Senior Application Developer IV,<br>Software/Computer Consultant IV                       |
| \$ 230.00   | Project Manager III<br>Project Engineer III | Survey Manager III<br>Project Surveyor III                       | Landscape Architect III<br>LA Project Manager III | GIS Manager III    |                                                        | Senior Application Developer III,<br>Software/Computer Consultant III                     |
| \$ 215.00   | Project Manager II<br>Project Engineer II   | Survey Manager II<br>Project Surveyor II<br>Survey Party (2-Men) | Landscape Architect II<br>LA Project Manager II   | GIS Manager II     | Construction Administrator II                          | Senior Application Developer II,<br>Software/Computer Consultant II                       |
| \$ 200.00   | Project Manager I<br>Project Engineer I     | Survey Manager I<br>Project Surveyor I                           | Landscape Architect I<br>LA Project Manager I     | GIS Manager I      | Construction Administrator I<br>Field Representative V | Grant Administrator, Senior<br>Application Developer I,<br>Software/Computer Consultant I |
| \$ 180.00   | Designer IV<br>Engineering Technician IV    | Staff Surveyor V<br>Survey Field Supervisor                      | Landscape Designer IV                             | GIS Analyst IV     | Field Representative IV                                | Application Developer IV                                                                  |
| \$ 170.00   | Designer III<br>Engineering Technician III  | Staff Surveyor IV                                                | Landscape Designer III                            | GIS Analyst III    | Field Representative III                               | Application Developer III<br>Permit Coordinator III                                       |
| \$ 160.00   | Designer II<br>Engineering Technician II    | Staff Surveyor III<br>Survey Party (1-Man)                       | Landscape Designer II                             | GIS Analyst II     | Field Representative II                                | Application Developer II<br>Permit Coordinator II, Admin IV                               |
| \$ 145.00   | Designer I<br>Engineering Technician I      | Staff Surveyor II                                                | Landscape Designer I                              | GIS Analyst I      |                                                        | Application Developer I<br>Permit Coordinator I                                           |
| \$ 125.00   | CADD Technician III                         | Staff Surveyor I<br>Survey Technician III                        | Landscape Technician III                          | GIS Technician III |                                                        |                                                                                           |
| \$ 115.00   | CADD Technician II                          | Survey Technician II                                             | Landscape Technician II                           | GIS Technician II  | Field Representative I                                 | Admin III                                                                                 |
| \$ 110.00   | CADD Technician I                           | Survey Technician I                                              | Landscape Technician I                            | GIS Technician I   |                                                        |                                                                                           |
| \$ 105.00   |                                             |                                                                  |                                                   |                    |                                                        | Admin II                                                                                  |
| \$ 100.00   |                                             |                                                                  |                                                   |                    |                                                        | Admin I                                                                                   |
| \$ 485.00   | Expert Witness                              |                                                                  |                                                   |                    |                                                        |                                                                                           |

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31<sup>st</sup>, 2025, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.





# Lake Dotterer Charleston, South Carolina Watershed Exhibit

  
 605 JOHNNIE DODGE BLVD., SUITE 100  
 MT. PLEASANT, SC 29564 • 843.849.0200  
 WWW.THOMASANDHUTTON.COM  
 GEOGRAPHIC INFORMATION SYSTEMS  
 COPYRIGHT © 2010 HUTTON



Project Area  
 Date: 10/1/10  
 Author: [Name]  
 Reviewer: [Name]  
 Approver: [Name]



**Berm**

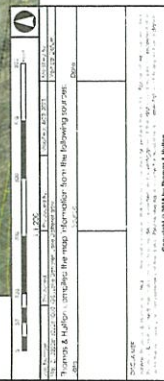
CHANCELLOR LN  
CESTUS LN  
AMBASSADOR LN  
VESPER DR  
PLANTERS DR  
MILITARY WAY  
ARTHUR GAILLARD LN  
WILLOW DR  
MARY ADEY AV

Closed survey to locate the intersection of Arthur Gaillard Ln and Planters Dr. Includes all map including drainage, such as roads, drainage, trees, condition of existing, etc.

Closed survey to locate the intersection of Arthur Gaillard Ln and Planters Dr. Includes all map including drainage, such as roads, drainage, trees, condition of existing, etc.

Extend survey out beyond elevation 7, centered along platform beams

**Lake Dotterer**  
City of Charleston, SC  
**Additional Survey**





SITE #1



Need full topographic design  
level survey within boundary  
to include all existing  
structures, trees, and other  
features. Also include  
and post spot shots in wetland  
and wooded areas. Also  
show all existing and  
proposed easements and  
boundaries of canal banks on both  
sides.

|              |                        |
|--------------|------------------------|
| Scale        | 1" = 100'              |
| North Arrow  |                        |
| Legend       |                        |
| Project Name | Lake Dotterer          |
| Client       | City of Charleston, SC |
| Surveyor     | Additional Survey      |
| Date         |                        |
| Sheet        |                        |
| Drawn by     |                        |
| Checked by   |                        |
| Approved by  |                        |
| Copyright    | © 2018 by [Name]       |

Lake Dotterer  
City of Charleston, SC  
Additional Survey



# COMMITTEE / COUNCIL AGENDA

I2.)

TO: William S. Cogswell Jr., Mayor  
FROM: Matthew Fountain DEPT. Stormwater Management  
SUBJECT: APPROVAL TO SUBMIT FEMA FMA SWIFT CURRENT GRANT APPLICATION  
REQUEST: To submit a grant application for FEMA FMA Swift Current requesting \$1,709,715.00 with a City match of \$142,038.75 to fund the acquisition of three (3) Repetitive Loss/Severe Repetitive Loss (RL/SRL) properties on James Island.  
COMMITTEE OF COUNCIL: PW&U/W&M DATE: May 22, 2025

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

|                        | Yes                                 | N/A                      | Signature of Individual Contacted | Attachment                          |
|------------------------|-------------------------------------|--------------------------|-----------------------------------|-------------------------------------|
| Corporate Counsel      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Julia Copeland</u>             | <input type="checkbox"/>            |
| Grants Manager         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Sarah Hager</u>                | <input type="checkbox"/>            |
| Director of Stormwater | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Matthew Fountain</u>           | <input type="checkbox"/>            |
| Floodplain Manager     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Caroline Schnell</u>           | <input checked="" type="checkbox"/> |

**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).

*This grant application is due to SCDNR June 13<sup>th</sup>, 2025. We are requesting this item go to the W&M meeting on May 27<sup>th</sup> to make the submittal deadline.*

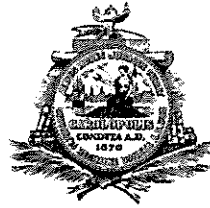
CFO's Signature: Amy Wharton

**FISCAL IMPACT:**

*1 out of the 3 properties requires a 25% local cost share due to RL categorization. If awarded, the local match of \$142,038.75 will be budgeted in the FY2027 Stormwater Operating Budget.*

Mayor's Signature: \_\_\_\_\_  
William S. Cogswell, Jr., Mayor

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



*City of Charleston*  
*South Carolina*

**MEMORANDUM**

**To:** Jennifer Cook, Clerk of Council  
**From:** Caroline Schnell, Floodplain Manager  
**Subject:** FEMA FMA Swift Current Grant Application Submission:  
Acquisition of 3 Repetitive Loss (SRL/RL) Properties  
**Date:** 14 May 2025

This memorandum seeks approval submit an application for the FEMA FMA Swift Current (Hurricane Helene) Grant Program for Individual Flood Mitigation Projects. The grant application is requesting \$1,709,715.00 with a City match of \$142,038.75 to fund the acquisition of three (3) Repetitive Loss/Severe Repetitive Loss (RL/SRL) properties on James Island. The project scope of work is commonly referred to as a “Buyout” and includes the City acquiring the property and then demolishing the structure using FEMA funds. The lot is returned to open space, restoring natural floodplain functions. These projects can provide additional community benefits such as flood storage or conveyance, recreation, habitat restoration, and improved water quality. The three properties are in a flood prone area and since construction in the 1980s have incurred \$950,012.64 in damage across eighteen (18) National Flood Insurance Program (NFIP) claims. Acquisition/demolition of the properties will mitigate them from future flood risk. This project has been identified as a prioritized mitigation activity in the Charleston Regional Hazard Mitigation Plan and City of Charleston Water Plan.

Two (2) properties require no local cost share due to SRL categorization. One (1) property requires a 25% local cost share due to RL categorization. If awarded, the local match of \$142,038.75 will be budgeted in the FY2027 Stormwater Operating Budget. The grant application is due by June 13, 2025, to SCDNR, State Administrator of funds.

The project will be managed by Caroline Schnell, Floodplain Manager. Please do not hesitate to contact her should you have any questions or concerns at <schnellec@charleston-sc.gov>.



I3.)

City of Charleston  
Construction Change Order

PROJECT: 241724  
(NUMBER)

LOW BATTERY RESTORATION PROJECT PHASE IV  
(PROJECT NAME)

CONTRACTOR: GULF STREAM CONSTRUCTION COMPANY, INC.

CHANGE ORDER NO.: 08

1. Description of the Change Order:

Selective demolition of new ADA ramp. Installation of structural support for new, extended ramp.  
Installation of new, extended ramp. Extension of planter wall.

2. Adjustments to the Contract Amount:

|                                                        |                  |
|--------------------------------------------------------|------------------|
| Original Contract Amount .....                         | \$ 86,000.00     |
| Change by Previously Approved Change Orders .....      | \$ 20,757,065.26 |
| Contract Amount prior to this Change Order .....       | \$ 20,940,123.25 |
| Amount of this Change Order .....                      | \$ 260,142.77    |
| New Contract Amount, including this Change Order ..... | \$ 21,200,266.02 |

3. Adjustments in Contract Time:

|                                                           |                      |
|-----------------------------------------------------------|----------------------|
| Original Date for Substantial Completion .....            | <u>N/A</u>           |
| Change in Days by Previously Approved Change Orders ..... | <u>515</u> Days      |
| Change in Days for this Change Order .....                | <u>36</u> Days       |
| New Date for Substantial Completion .....                 | <u>July 31, 2025</u> |

4. Amount of this Change Order performed by MWBE..... \$\_\_\_\_\_

Johnson, Mirmiran & Thompson,  
Inc.

Architect/ Engineer

Gulf Stream Construction Company,  
Inc.

Contractor

City of Charleston

Owner

235 Magrath Darby Blvd. Suite 275  
Mt. Pleasant, SC 29464

Address

1983 Technology Drive  
Charleston, SC 29492

Address

80 Broad Street  
Charleston, SC 29401

Address



Signature



Signature



Signature

By: Ryan Mattie

By: Pierce Parlier

By: William S. Cogswell Jr.

Date: 5/7/25

Date: 5/6/25

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



1983 Technology Drive • Charleston, SC 29492

(843) 572-4363 • Fax (843) 572-9609

[www.gulfstreamconstruction.com](http://www.gulfstreamconstruction.com)

|                          |                                                          |                    |                |
|--------------------------|----------------------------------------------------------|--------------------|----------------|
| <b>To:</b>               | City Of Charleston                                       | <b>Contact:</b>    | Frank Newham   |
| <b>Address:</b>          | 823 Meeting Street                                       | <b>Phone:</b>      | (843) 720-1983 |
|                          | Charleston, SC 29403 USA                                 | <b>Fax:</b>        | (843) 724-7300 |
| <b>Project Name:</b>     | Low Battery Phase IV                                     | <b>Bid Number:</b> | 23-P029R       |
| <b>Project Location:</b> | Murray Boulevard And East Battery Street, Charleston, SC | <b>Bid Date:</b>   | 3/17/2025      |

Change Order Request 09 - Ramp Changes

| Line # | Item Description            | Total Price |
|--------|-----------------------------|-------------|
| 010    | Demo Rails                  | \$4,112.68  |
| 020    | Demo Ramp                   | \$12,525.45 |
| 030    | Muck Ramp Fill              | \$2,581.44  |
| 040    | Install Four Micropiles     | \$55,000.00 |
| 050    | New Concrete Ramp           | \$90,600.00 |
| 060    | Extended Planter            | \$33,000.00 |
| 070    | Landscaping Changes         | (\$64.28)   |
|        | Reduced Brick               |             |
|        | Reduced Grassing            |             |
|        | Increased Planter Fill      |             |
|        | Increased Mulch             |             |
| 080    | Superintendent/Foreman Time | \$30,785.58 |
| 090    | Management Fee              | \$26,780.36 |
| 100    | Overhead & Profit           | \$4,821.54  |

**Total Bid Price: \$260,142.77**

**Notes:**

- Price is based on plans dated 28APR25.
- Includes selective demolition of the ramp as shown on the revised plans.
- Includes installation of four micropiles.
- Includes installation of reinforcement and concrete as shown on the revised plans.
- Includes time extension to complete project by 31JUL25.

|                                                                                                                                                                                                                            |                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p> | <p><b>CONFIRMED:</b></p> <p><b>Gulf Stream Construction Company Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Pierce T. Parlier, PE<br/>843-572-4363 pparlier@gulfstreamconstruction.com</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**Reply To:**

□ P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227

□ P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

## Proposal

May 2nd, 2025

Attn: Pierce Parlier, P.E.  
Gulf Stream Construction  
1983 Technology Drive  
Charleston, SC 29492

Subject: Addition Piles for the High Battery Ramp

Mr. Parlier:

We are pleased to submit our pricing proposal for returning and finishing the installation of Micropiles including the furnishing of all material, equipment, labor and supervision, as required to accomplish the work, as follows:

Scope of Work:

We shall remobilize and install 4 additional micropiles the size, depth, and locations indicated on page SKS-1 of the provided drawings dated 4/28/2025.

Payment:

- |                                      |                       |
|--------------------------------------|-----------------------|
| • 4 micropiles                       | \$ 40,000.00 Lump Sum |
| • Additional Mobilization, if needed | \$ 15,000.00 Lump Sum |
| • On site down time, if needed       | \$ 1,250.00 per hour  |

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted ....., 20....

**PALMETTO GUNITE CONSTRUCTION CO., INC.**

By.....

By.....

Approved:.....





**Reply To:**

- ☐ P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227
- ☐ P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

## Proposal

Basis of Proposal:

- 1) We shall be provided the following goods / services at no cost to us:
  - A) All required demolition, removal of all foundations, footings or utilities that may interfere with pile installation;
  - B) All location and relocation, if necessary, of underground utilities;
  - C) All pile layout;
  - D) Potable water source with a standard  $\frac{3}{4}$ " hose bibb type connection for the mixing of our materials;
  - E) All spoils removal and contamination testing.
- 2) We shall provide the following:
  - A) Four (4) Micropiles installed to the depth indicated in the provided drawings;
  - B) Piles shall be Titan / Ischebeck and assemblies drilled and grouted in strict accordance with the manufacturer's printed installation instructions;
  - C) 2 Titan hex nuts and load transfer plate at the top of each pile for installation by others;
  - D) Spoils collection into container provided by GC that is generated by our work;
- 3) We include (1) mobilization to the project site to complete the work for each phase. Should additional mobilizations be required due to scheduling. Request of the owner or any other reason that is through no fault of ours, we shall be paid as "additional Mobilizations" as detailed in the payment section of this proposal.
- 4) We have NOT included a Payment and Performance Bond Premium in our quotation.

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted ....., 20....

**PALMETTO GUNITE CONSTRUCTION CO., INC.**

By.....

By.....

Approved:.....





Reply To:

□ P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227

□ P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

## Proposal

- 5) This proposal does not include enrollment into a CCIP (Contractor Controlled Insurance Program), OCIP (Owner Controlled Insurance Program), or any insurance program that is different than our standard insurance format. If enrollment into a CCIP, OCIP or any other supplementary insurance program is required, Palmetto Gunit Construction Co., Inc. reserves the right to add up to 5% to the proposed price included herein.
- 6) In the event sub-surface obstructions are encountered which prevent complete pile placement, we shall be paid the unit price listed in the payment section of this proposal for the partially placed pile. If we are required to stop operation through no fault of ours, we shall be paid per hour for 'On-site Downtime' as detailed in the payment section of this proposal.
- 7) We exclude all testing from this proposal.
- 8) We do not accept nor do we offer any warranty with regards to the design or appropriateness with respect to the type and condition of the finish placed on the concrete slabs or any final floor coverings or finishes installed by us or others. We do not accept nor do we offer any legal responsibility for fall, slippage, or physical damage of harm to anyone for any reason whatsoever.
- 9) Any subsequent agreement resulting from this proposal shall be written on an AIA 401 Subcontract Form, 1997 Edition, with language acceptable to this contractor with our proposal attached or a contract or an approved Purchase Order that is suitable to us, with our proposal attached. **Palmetto Gunit reserves the right to modify the Subcontractor Agreement to language acceptable to us.**
- 10) This proposal excludes any night or weekend work. A price for night and/or weekend work can be provided, if requested. **Palmetto Gunit Construction Co., Inc. will NOT work on Sunday for any reason.**

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted ....., 20....

**PALMETTO GUNIT CONSTRUCTION CO., INC.**

By.....

By.....

Approved:.....



Reply To:

- ☐ P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227
- ☐ P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

## Proposal

- 11) Payment shall be made within 10 days of date of invoice. If payment is not received as stipulated and cost is incurred in relation to the collection of said funds, the recipient of this proposal agrees to pay all collection costs, including attorney's fees and interest at current rates. **No retainage will be held.**
- 12) If you have any questions, please contact Robert Snow at 843-889-2227.

Insurance:

It is understood and agreed that we will furnish workman's compensation, public liability, and property damage insurance and pay social security on all employees on our payroll to comply with Federal and State laws.

Respectfully Submitted

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted ....., 20....

**PALMETTO GUNITE CONSTRUCTION CO., INC.**

By.....

By.....

Approved:.....

5/6/25, 4:47 PM

RE: Low Battery Ramp Planter - Pierce Parlier - Outlook

 Outlook

---

RE: Low Battery Ramp Planter

---

From Josh Beech <josh@beechcontractorsllc.com>

Date Tue 5/6/2025 1:05 PM

To Pierce Parlier <PParlier@gulfstreamconstruction.com>; Kayne Shirer <kayne@kbsconstructionllc.com>

5/6/25, 4:47 PM

RE: Low Battery Ramp Planter - Pierce Parlier - Outlook

?

~

Pierce

Please add \$33,000 for the additional footing and wall.

Thank you.

It will take 6 weeks to get the gfrp just an fyi

Josh Beech

President, Beech Contractors LLC

1622 Ashley Hall Rd, Charleston, SC 29407

843-520-6881





---

**Re: Low Battery Ramp Pricing**

---

**From** Josh Beech <josh@beechcontractorsllc.com>

**Date** Fri 5/2/2025 4:02 PM

**To** Pierce Parlier <PParlier@gulfstreamconstruction.com>; Kayne Shirer <kayne@kbsconstructionllc.com>

Pierce,

Based on a very conservative gfrp pricing guess we are figuring \$90,600.00 I'm carrying 21000 for the gfrp and as soon as I have pricing I'll adjust. If I get it before midday Monday ill update you before the meeting. Also I think it's worth noting that neither Kayne or Myself thinks this is going to look good, four different pours tying together will look like 4 different pours and one of the joints will look completely random tying into the old wall.

Thank you and have a great weekend.

Josh Beech

President, Beech Contractors LLC

1622 Ashley Hall Rd, Charleston, SC 29407

843-520-6881



May 06, 2025  
Low Battery Restoration Phase IV

Contract No. - 17278.3

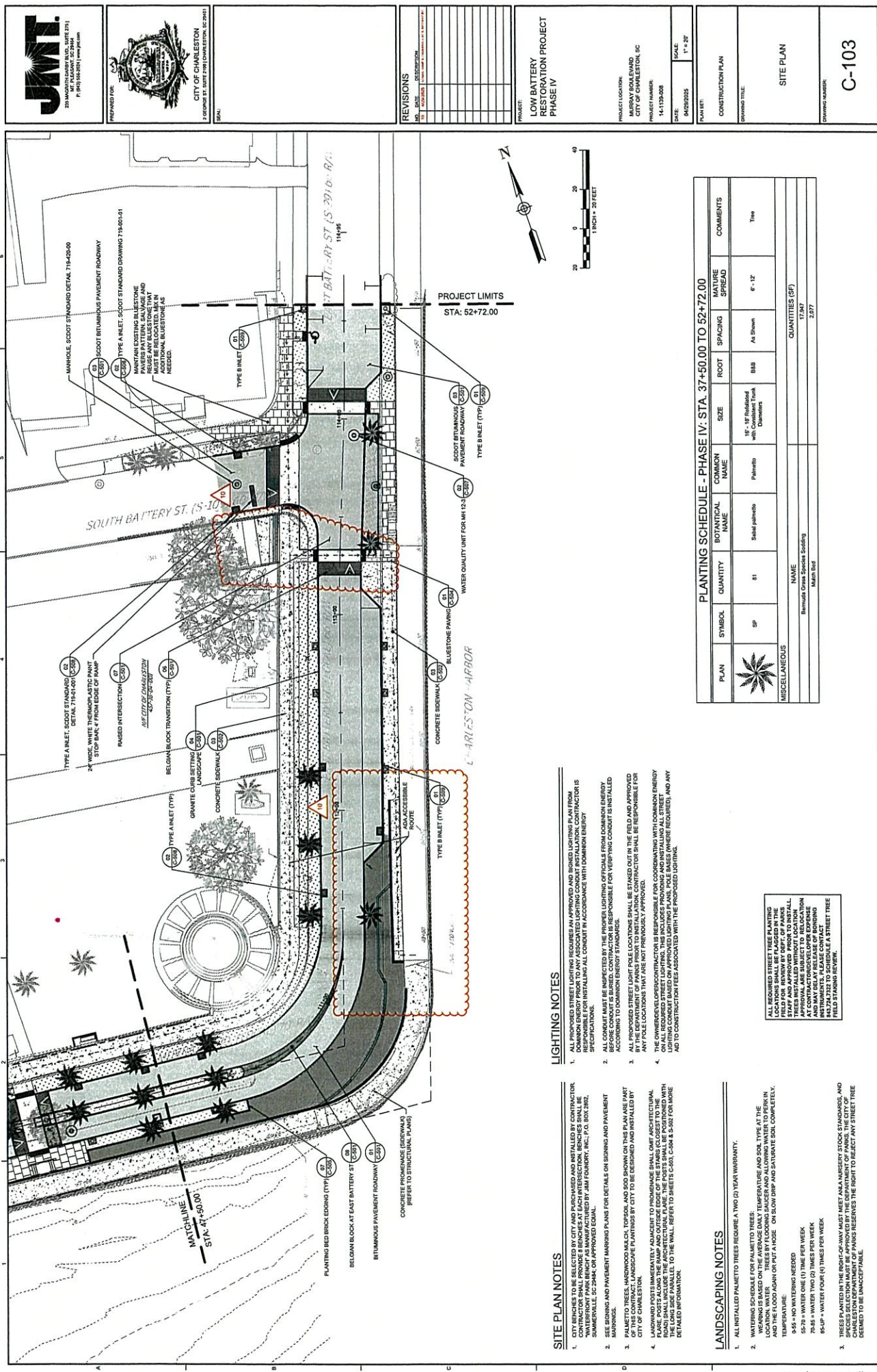
| ITEM                                                | QTY    | UOM | UNIT PRICE | NOTES                                                                                                                          | TOTAL PRICE |
|-----------------------------------------------------|--------|-----|------------|--------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b><u>SOD DEDUCTS - PHASE C</u></b>                 |        |     |            |                                                                                                                                |             |
| Sod - Bermuda TifTuf - Cynofon dactylon - Installed | -808.0 | sf  | \$0.66     |                                                                                                                                | (\$533.28)  |
| <b><u>HARDWOOD MULCH ADDS - PHASE C</u></b>         |        |     |            |                                                                                                                                |             |
| Dark Brown Hardwood Mulch - Installed               | 7.0    | cy  | \$67.00    | C505 - 01 at Trees in Medians and Planting Beds at Crosswalks<br><br>• 3" depth<br>• Excludes Tree Wells with cobbles & fines. | \$469.00    |
|                                                     |        |     |            |                                                                                                                                | (\$64.28)   |

### BID SUMMARY

| SERVICES                      | SALES TAX     | TOTAL PRICE      |
|-------------------------------|---------------|------------------|
| Sod Deducts - Phase C         | \$0.00        | (\$533.28)       |
| Hardwood Mulch Adds - Phase C | \$0.00        | \$469.00         |
|                               | <b>\$0.00</b> | <b>(\$64.28)</b> |
| <b>Sale</b>                   |               | <b>(\$64.28)</b> |
| <b>Sales Tax</b>              |               | <b>\$0.00</b>    |
| <b>Total</b>                  |               | <b>(\$64.28)</b> |

Change Proposal per civil plans by JMT on sheets C-103 dated 4-29-25.

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_



JMT  
255 MAGNOLIA BLVD., SUITE 201  
FARMINGTON, CT 06030  
P: 860.634.1100

CITY OF CHARLESTON  
2 GEORGE ST. SUITE 200 CHARLESTON, SC 29401

PREPARED FOR:  
CITY OF CHARLESTON

REVISIONS

| NO. | DATE       | DESCRIPTION                        |
|-----|------------|------------------------------------|
| 1   | 04/20/2025 | 1. PREPARED FOR CITY OF CHARLESTON |

PROJECT:  
LOW BATTERY  
RESTORATION PROJECT  
PHASE IV

PROJECT LOCATION:  
MURRAY BOULEVARD  
CITY OF CHARLESTON, SC

PROJECT NUMBER:  
14-1135-008

DATE:  
04/20/2025

SCALE:  
1" = 20'

PLAN SET:  
CONSTRUCTION PLAN

DRAWING TITLE:  
SITE PLAN

DRAWING NUMBER:  
C-103

|                            |  |                  |  |   |  |
|----------------------------|--|------------------|--|---|--|
| STANDARD DETAIL 716-425-00 |  | 1 INCH = 20 FEET |  | N |  |
| HARDWARE PAVEMENT ROADWAY  |  | 0 20 40          |  |   |  |
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PLANTING SCHEDULE - PHASE IV: STA. 37+50.00 TO 52+72.00

1. ALL PROPOSED STREET LIGHTING REQUIRES AN APPROVED AND SIGNED LIGHTING PLAN FROM DOMINION ENERGY PRIOR TO ANY ASSOCIATED LIGHTING CONDUIT INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND INSTALLING ALL CONDUIT IN ACCORDANCE WITH DOMINION ENERGY SPECIFICATIONS.

2. ALL CONDUIT MUST BE INSPECTED BY THE PROPER LIGHTING OFFICIALS FROM DOMINION ENERGY BEFORE CONDUIT IS BURIED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDUIT IS INSTALLED ACCORDING TO DOMINION ENERGY STANDARDS.

3. ALL PROPOSED STREET LIGHT POLE LOCATION SHALL BE STAKED OUT IN THE FIELD AND APPROVED BY THE OWNER/ENGINEER/CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY POLE LOCATIONS THAT ARE NOT PREVIOUSLY APPROVED.

4. THE OWNER/ENGINEER/CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH DOMINION ENERGY ON ALL REQUIRED PERMITS AND APPROVED LIGHTING PLANS. POLE BASES (WHERE REQUIRED), AND ANY ADD TO CONSTRUCTION FEES ASSOCIATED WITH THE PROPOSED LIGHTING.

SITE PLAN NOTES

1. CITY REQUESTS TO BE DELIVERED BY CITY AND PROVIDED AND INSTALLED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE 8 BRANCHES AT EACH INTERSECTION. BRANCHES SHALL BE 3/4" DIA. SCHEDULE 40 GALV. OR APPROVED EQUIVALENT.

2. SEE SCHEDULE 40 GALV. OR APPROVED EQUIVALENT FOR DETAILS ON SIGNING AND PAVEMENT MARKINGS.

3. PALMETTO TREES, HANDWOOD MULCH, TOPSOIL, AND SOIL SHOWN ON THIS PLAN ARE PART OF THE CONTRACT. LANDSCAPE PLANTINGS BY CITY TO BE DESIGNED AND INSTALLED BY CITY OF CHARLESTON.

4. LANDSCAPE PORT MANGROVE PLANTINGS TO BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE PORT MANGROVE PLANTINGS TO BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE PORT MANGROVE PLANTINGS TO BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE PORT MANGROVE PLANTINGS TO BE PROVIDED BY CONTRACTOR.

LANDSCAPING NOTES

1. ALL INSTALLED PALMETTO TREES REQUIRE A TWO (2) YEAR WARRANTY.

2. WATERING SCHEDULE FOR PALMETTO TREES:  
TREES PLANTED IN THE RIGHT-OF-WAY MUST MEET ANA NURSERY STOCK STANDARDS, AND BE PLANTED IN THE RIGHT-OF-WAY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CHARLESTON DEPARTMENT OF PARKS RESERVES THE RIGHT TO REJECT ANY STREET TREE DEEMED TO BE UNACCEPTABLE.

TEMPERATURE:  
9-55 - NO WATERING NEEDED  
55-70 - WATER TWO (2) TIMES PER WEEK  
70-85 - WATER FOUR (4) TIMES PER WEEK  
85-UP - WATER FOUR (4) TIMES PER WEEK

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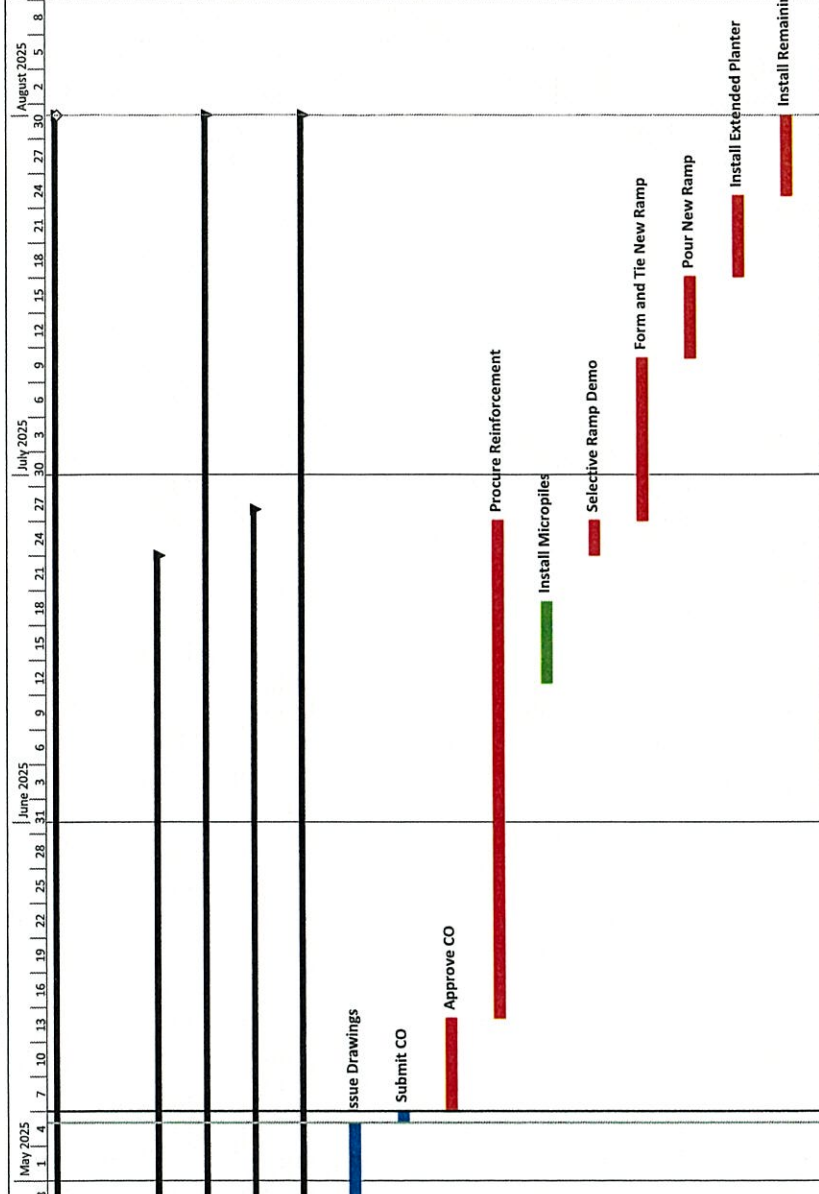


**NEW ADA RAMP AT EXISTING RAMP**

2 START OF NEW ADA RAMP



| ID | Responsibility     | Task Name                          | Duration | Start       | Finish      |
|----|--------------------|------------------------------------|----------|-------------|-------------|
| 0  |                    | Low Battery Phase IV               | 118 days | Mon 2/10/25 | Thu 7/31/25 |
| 1  |                    | E Battery & S Battery Intersection | 38 days  | Mon 2/10/25 | Wed 4/2/25  |
| 10 |                    | Battery Completion                 | 90 days  | Mon 2/17/25 | Mon 6/23/25 |
| 32 |                    | Change Orders                      | 78 days  | Mon 4/7/25  | Thu 7/31/25 |
| 33 |                    | S/E Battery Intersection           | 59 days  | Mon 4/7/25  | Fri 6/27/25 |
| 42 |                    | ADA Ramp Modification              | 62 days  | Tue 4/29/25 | Thu 7/31/25 |
| 43 | City of Charleston | Issue Drawings                     | 5 days   | Tue 4/29/25 | Mon 5/5/25  |
| 44 | GSCC               | Submit CO                          | 1 day    | Tue 5/6/25  | Tue 5/6/25  |
| 45 | City of Charleston | Approve CO                         | 6 days   | Wed 5/7/25  | Wed 5/14/25 |
| 46 | KBS                | Procure Reinforcement              | 30 days  | Thu 5/15/25 | Thu 6/26/25 |
| 47 | Palmetto Gunite    | Install Micropiles                 | 5 days   | Fri 6/13/25 | Thu 6/19/25 |
| 48 | GSCC               | Selective Ramp Demo                | 3 days   | Tue 6/24/25 | Thu 6/26/25 |
| 49 | KBS                | Form and Tie New Ramp              | 5 days   | Fri 6/27/25 | Thu 7/10/25 |
| 50 | KBS                | Pour New Ramp                      | 5 days   | Fri 7/11/25 | Thu 7/17/25 |
| 51 | KBS                | Install Extended Planter           | 5 days   | Fri 7/18/25 | Thu 7/24/25 |
| 52 | Pleasant Places    | Install Remaining Landscaping      | 5 days   | Fri 7/25/25 | Thu 7/31/25 |





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

## AN ORDINANCE

TO AMEND CHAPTER 27 OF THE CODE OF THE CITY OF CHARLESTON (STORMWATER MANAGEMENT AND FLOOD CONTROL) BY AMENDING ARTICLE III, STORMWATER MANAGEMENT UTILITY.

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

Section 1. Section 27-134 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a strike-through:

### **Sec. 27-134. Definitions.**

Unless the context specifically indicates otherwise, the meanings of words and terms used in this article shall be as set forth in S.C. Land Resources Conservation Commission, Regulation 72-301, (Supp. 1992), mutatis mutandis.

*Base rate* shall mean the ~~monthly~~ annual stormwater management utility fee charged per equivalent residential unit ~~at an annual rate of one hundred thirty-two dollars (\$132.00), which rate shall be six dollars (\$6.00) for the remainder of 2006, and thereafter the base rate shall be adjusted in conjunction with the city's budget calendar, based on the cost of living calculation for the Southeast Region as determined by the U. S. Department of Labor Statistics; provided however, the base rate shall not be affected by a decrease in the cost of living in a given year; and provided further, an adjustment to the base rate in a given year shall not exceed three (3) percent the base rate of the prior year, regardless of the increase in the cost of living index.~~

*Condominium property* shall mean the developed property that serves the primary purpose of providing permanent condominium units and their collectively owned common elements.

*Condominium units* shall mean an individually owned parcel in a multiunit developed property where unit owners collectively own common elements such as parking, lobby grounds, and similar features.

*Developed property* shall mean real property, which has been altered from its natural state by the addition of any improvements such as buildings, structures, or other impervious ~~or semi-pervious~~ surface area. ~~For new construction property shall be considered developed property upon final approval of site improvements by the director of stormwater management or his designee.~~

*Dwelling unit* shall mean a single unit providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Equivalent residential unit* shall mean the total impervious area of a typical single-family residential property; and is defined as the median impervious area of a representative sample of all residential

properties in the flat rate single-family category. The equivalent residential unit is two thousand two hundred (2,200) square feet.

*Fee* shall mean the ~~monthly~~ annual amount charged to a ~~utility customer, owner, or occupant of real property~~ owner for the services provided by the stormwater management utility.

*Impervious surface area* shall mean a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventional surfaced streets, roofs, sidewalks, parking lots, and other similar structures.

~~*Multi-family residential property* shall mean developed property that serves the primary purpose of providing a permanent dwelling unit or units, and which may or may not have accessory uses related to the purpose of providing permanent dwelling facilities.~~

*Non-residential property* shall mean developed property that is not single-family residential property or condominium property, that does not serve the primary purpose of providing permanent dwelling units. Such property shall include, but not be limited to, multi-family residential properties (other than condominium units), commercial properties, industrial properties, parking lots, recreational, institutional and cultural facilities, hotels, offices, and churches.

*Private stormwater management facilities* are those facilities that are not dedicated for public conveyance of stormwater, nor have they been accepted for maintenance by the city as part of the public stormwater system.

*Public stormwater management system* includes stormwater management facilities that have been dedicated and accepted for public use and maintenance by the city.

*Revenues* shall mean all fees, assessments or other income received by the stormwater management utility, including but not limited to, amounts received from the investment or deposit of monies in any fund or account and all amounts received as gifts, donations and the proceeds from the sale of bonds to finance the stormwater management program.

*Self-contained stormwater management facilities* shall mean stormwater management facilities that (1) accept stormwater drainage in such a way as to have no impact on other city owned or city maintained drainage facilities or drainage activities of the city, as determined by the director of stormwater management or ~~his~~ their designee; and (2) are not connected on the inlet or outlet side of any city-owned or city-maintained stormwater management facility.

~~*Semi-pervious surface area* shall mean any ground surface that has been altered from its natural condition by re-grading, compaction or addition of surface layer, and whose runoff characteristics have been significantly affected by such alteration.~~

*Single-family residential property* shall mean property designated as a single parcel on the Berkeley or Charleston County tax maps, containing only one (1) principal dwelling unit and that does not share a wall, ceiling or floor with another dwelling unit. The presence of an Accessory Dwelling Unit does not disqualify a property from this classification.

*Stormwater management facilities* may include ditches, swales, channels, canals, ponds, lakes, pipes, culverts, grates, weirs, inlets, outlets and other structures that exist for the collection, storage, conveyance and treatment of stormwater runoff.

*Undeveloped property, for purposes of this article,* shall mean any residential or non-residential property that has less than ten (10) percent of the equivalent residential unit of impervious ~~or semi-pervious~~ surface area or any property operating solely as a cemetery without a colocated additional use.

*Utility customer* shall mean the person or entity that is ~~in possession of and has beneficial use of the property~~ owner, and such person or entity shall receive the ~~monthly~~ annual billing for the stormwater management

utility fee. ~~Upon failure of such party to make payments of the fee, the owner of the property shall have the ultimate responsibility for the fee.~~

Section 2. Section 27-136 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a strike through:

**Sec. 27-136. Jurisdiction.**

The boundaries and jurisdiction of the stormwater management utility shall extend to the corporate limits of the city, as they may exist from time to time, ~~except those parcels for land designated "Parcels in the City to be excluded from the Stormwater Utility District" on a map entitled "Stormwater Utility District, City of Charleston in Berkeley County" produced March 5, 1996, on file in the offices of the clerk of council and the utility, and such areas outside the corporate limits of the city as shall be approved by City Council.~~

Section 3. Section 27-139 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a strike through:

**Sec. 27-139. Classification of property for purposes of determination of the fee.**

For the purposes of determining the fee, all properties in the city are classified as follows:

- (a) Single-family residential;
- (b) ~~Multi-family residential;~~ Condominium unit;
- (c) Non-residential; or
- (d) Undeveloped.

Section 4. Section 27-140 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a strike through:

**Sec. 27-140. Establishment of monthly fees for all developed classifications of property.**

~~Monthly~~ The fees for each classification of developed property, ~~whether occupied or vacant,~~ shall be as follows:

- (a) Single-family residential property shall be charged a fee of the base rate times one (1) equivalent residential unit, regardless of the size of the parcel or the improvements. Provided however, upon applications by the owner and verification by the utility, all properties that are designated for homestead exemptions on the tax records for Charleston County and Berkeley County are exempt from the payment of the fee.
- (b) ~~Multi-family residential property shall be charged a fee of seventy five (75) percent of the base rate for each dwelling unit.~~ Condominium units shall be charged the base rate multiplied by the numerical factor obtained by dividing the total impervious area of the condominium property, as determined by the director of stormwater management or their designee, by one (1) equivalent residential unit (2,200 square feet), divided proportionally among condominium units within the condominium property. The numerical factor will be rounded to the nearest hundredth (0.01) of a unit.



(c) Non-residential property shall be charged the base rate multiplied by the numerical factor obtained by dividing the total impervious area of the property, as determined by the director of stormwater management or his their designee, by one (1) equivalent residential unit (2,200 square feet). The numerical factor will be rounded to the nearest hundredth (0.01) of a unit. ~~The minimum fee for any non-residential property shall be no less than the base rate.~~

(d) Undeveloped property shall be exempt from the fee.

Section 5. Section 27-141 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike through~~:

**Sec. 27-141. ~~Vacant property and~~ Responsibility for fees.**

The ultimate responsibility for fees ~~for vacant, developed property~~ shall be that of the property owner. ~~Where there are separate water meters servicing a single parcel of property, the owner shall be billed for the vacant units.~~

Section 6. Subsection (d) of Section 27-142 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by deleting text shown below with a ~~strike through~~:

~~(d) —Multi family residential property may be treated as non-residential property: When requested by the utility customer stormwater utility charges may be determined and billed based on requirements for non-residential property.~~

Section 7. Section 27-144 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike through~~:

**Sec. 27-144. Notification of determination of impervious area for developed non-residential property.**

The director of stormwater management or his their designee shall determine the amount of impervious area ~~or semi-pervious area on each non-residential property and, if requested by the utility customer, on multi-family residential properties.~~ A determination shall be made using aerial photographs and/or field checks where necessary. Upon application, a utility customer shall be provided a written determination of the amount of impervious area ~~and/or semi-pervious area~~ for which a fee has been established.

Section 8. Section 27-145 of Article III of Chapter 27 of the Code of the City of Charleston is hereby amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike through~~:

**Sec. 27-145. Collection of fees.**

(a) The director of stormwater management or his their designee shall prepare and forward all information necessary to Berkeley County and Charleston County to the Charleston Waterworks for the purpose of monthly annual billing of fees to be included on the county property tax bills. ~~The fee shall appear as a separate item on the water and/or sewer bill. Fees shall be due and paid no later than the due date set forth on the bill. The fee may be billed separately to utility customers, in cases where the use of the Charleston Waterworks~~ county property tax billing system is deemed inappropriate.

(b) In the event that the fees are not paid when due, penalties and/or late fees shall accrue at a rate equal to the late fees charged for water and sewer fees by the Charleston as per the relevant county property tax billing policy, until such time as the overdue payment and interest are paid.

~~(c) — Developed properties shall be subject to the imposition of a fee upon final approval of site development by the director of stormwater management or his designee.~~

Section 9. All provisions set forth herein related to the administration, imposition, and collection of fees shall take effect and become operative and enforceable on January 1, 2026. Notwithstanding the foregoing, the fees for the 2026 billing period shall be included on the county property tax bills issued in calendar year 2025 and received prior to January 1, 2026.

Section 10. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_ in the year  
of Our Lord, 2025, in the \_\_\_\_ Year of the Independence  
of the United States of America.

By: \_\_\_\_\_  
William S. Cogswell, Jr., Mayor

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