AMENDED
(Revised Recreation Committee Report)
Bishop Gadsden
1 Bishop Gadsden Way
May 24, 2016
5:00 p.m.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Gregorie

C. Pledge of Allegiance

D. Presentations and Recognitions

E. Public Hearings

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Savannah Highway (West Ashley) (16.01 acres) (TMS #286-00-00-033) (Council District 5), be zoned General Business (GB) classification. *(DEFERRED)*

2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2066 Vestry Drive (Church Creek - West Ashley) (0.28 acre) (TMS #355-14-00-022) (Council District 2), annexed into the City of Charleston April 12, 2016 (#2016-048), be zoned Single-Family Residential (SR-1) classification.

3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2048 Vestry Drive (Church Creek - West Ashley) (0.33 acre) (TMS #355-14-00-095) (Council District 2), annexed into the City of Charleston April 26, 2016 (#2016-053), be zoned Single-Family Residential (SR-1) classification.

4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1436 Battle Ground Road (Fort Lamar - James Island) (0.34 acre) (TMS #431-06-00-099) (Council District 12), annexed into the City of Charleston April 26, 2016 (#2016-052), be zoned Single-Family Residential (SR-1) classification.

5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1897 Sam Rittenberg Boulevard (West Ashley) (0.33 acre) (TMS #351-14-00-078) (Council District 7), be zoned General Business (GB) classification. (**SECOND READING**)

6. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the

Zone Map, which is a part thereof, so that 1715 West Avalon Circle (Orange Grove Estates - West Ashley) (0.48 acre) (TMS #352-13-00-116) (Council District 9), be zoned Single and Two Family Residential (STR) classification. (**SECOND READING**)

7. An ordinance to amend Section 54-943(c) of the Code of the City of Charleston (Zoning Ordinance) to modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to Council to sixty (60%) percent of the members of Council present and voting. (**SECOND READING**) (***Planning Commission recommended disapproval; requires ¾ vote of City Council)****(DEFERRED)*

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. May 10, 2016

H. Citizens Participation Period

I. Petitions and Communications:

1. Appointment of Ravi Sanyal to the Planning Commission
2. Recognition of Susan Legare and Frank McCann
3. Appointment of Jason Kronsberg as the Director of Parks
4. Presentation on findings of Hotel Study

J. Council Committee Reports:

1. Committee on Public Works and Utilities: (Meeting was held on Monday, May 23, 2016 at 5:00 p.m.)

(Acceptance and Dedication of Rights-of-Way and Easements

i. Carolina Bay Phase 14 - Acceptance and dedication of Dresser Court (50-foot right-of-way) and Bolinas Court (50-foot right-of-way). All improvements are completed with the exception of sidewalks and accessibility ramps.

a. Title to Real Estate
b. Affidavit for Taxable or Exempt Transfers
c. Plat
d. Exclusive Storm Water Drainage Easement (2)

2. **Committee on Traffic and Transportation: (Meeting was held on Monday, May 23, 2016 at 3:00 p.m.)**

   i. Application for Original Certificate of Public Convenience and Necessity:

   -- Maebelle Smith, DBA Paradise Luxury Taxi (Taxi)

   ii. Approval of 2016-2017 Street Vendor Spaces

   iii. Approval of 2016-2017 Bid Specifications for Street Vendor Spaces

   iv. Approval of 2016-2017 Franchise Agreement for Vendor Spaces

3. **Committee on Community Development: (Meeting was held on Tuesday, May 17, 2016 at 4:00 p.m.)**

   i. Review of the Analysis of Impediments to Fair Housing Choice

4. **Committee on Recreation: (Meetings were held on Thursday, May 12, 2016 at 4:30 p.m. and Monday, May 23, 2016 at 3:30 p.m.)**

   i. Application for Facility Dedication: Request to Name Playground Building at Moultrie Park to Honor Laurie R. Coker

   ii. a. Changes to Palmetto Artisan Program

   b. An ordinance to amend Chapter 17 of the Code of the City of Charleston, South Carolina, to modify the City's Palmetto Artisan Rules to coincide with recent/simultaneous Palmetto Artisan Program changes.

   iii. Approval of a Programmatic Agreement among the National Park Service, SC State Historic Preservation Office, the Advisory Council on Historic Preservation, the SC Department of Parks, Recreation and Tourism and the City of Charleston regarding DeReef Park.

iv. RESOLUTION TO HONOR THE MEMORY OF THE NINE MEMBERS OF MOTHER EMANUEL AFRICAN METHODIST EPISCOPAL CHURCH WHO WERE TRAGICALLY SLAIN ON THE EVENING OF JUNE 17, 2015 AS WELL AS THE FIVE SURVIVORS OF THIS TRAGEDY AND THE CONGREGATION OF MOTHER EMANUEL AFRICAN METHODIST EPISCOPAL CHURCH BY PLACING A SMALL INDIVIDUAL MARKER IN FRONT OF EACH OF FIFTEEN TREES DEDICATED IN THEIR HONOR AT THE GAILLARD CENTER LOCATED AT 95 CALHOUN STREET IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, AND DESIGNATE A DAY IN THE CITY FOR EACH VICTIM, AND A DAY FOR THE SURVIVORS AND CONGREGATION OF MOTHER EMANUEL CHURCH.

Give first reading to the following ***resolution and*** *bill coming from the Committee on Recreation:*

RESOLUTION TO HONOR THE MEMORY OF THE NINE MEMBERS OF MOTHER EMANUEL AFRICAN METHODIST EPISCOPAL CHURCH WHO WERE TRAGICALLY SLAIN ON THE EVENING OF JUNE 17, 2015 AS WELL AS THE FIVE SURVIVORS OF THIS TRAGEDY AND THE CONGREGATION OF MOTHER EMANUEL AFRICAN METHODIST EPISCOPAL CHURCH BY PLACING A SMALL INDIVIDUAL MARKER IN FRONT OF EACH OF FIFTEEN TREES DEDICATED IN THEIR HONOR AT THE GAILLARD CENTER LOCATED AT 95 CALHOUN STREET IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, AND DESIGNATE A DAY IN THE CITY FOR EACH VICTIM, AND A DAY FOR THE SURVIVORS AND CONGREGATION OF MOTHER EMANUEL CHURCH.

An ordinance to amend Chapter 17 of the Code of the City of Charleston, South Carolina, to modify the City's Palmetto Artisan Rules to coincide with recent/simultaneous Palmetto Artisan Program changes.

5. Committee on Ways and Means:

(Bids and Purchases

(Public Service: Approval to submit the 2016 Flood Mitigation Assistance (FMA) Grant in the amount of $10,521,670.58. A City match in the amount of $2,000,346.97 is required ($12,522,017.55 total).

(Office of Cultural Affairs: Approval to submit a grant application in the amount of $5,000 to the Joanna Foundation for the 2016 MOJA Arts Festival Educational Outreach Program. No City match is required.

(Parks-Capital Projects: Approval of an ORLP (Outdoor Recreation Legacy Partnership Program) Grant application for landscape improvements at St. Julian Devine. This grant will provide $500,000 in funding, requiring a $500,453 match ($1,000,453 total). The Charleston Parks Conservancy will be providing $250,000 of the required match, and the City will provide $250,453. The proposed use of the project funding would be to enhance the landscaping around the facility as well as provide provide additional site upgrades including a half-court basketball area, functional play lawn, increased playground space and new public plaza areas.

(Parks-Capital Projects: Approval of a grant application to FEMA via the SC Emergency Management Division for the "Pre-Disaster Mitigation Grant Program," a competitive grant program, for the retrofitting of Fire Station 2&3 to meet current seismic, wind and other building codes. This grant will provide $4,000,000 in funding (maximum amount allowed), requiring a match of $3,556,523 ($7,556,523 total). This application seeks the maximum funding available for individual projects, and will compete against other PDM applications nationwide. If selected, funding would be available approximately June 2017 and would have to be expended within three years.

(Parks-Capital Projects: Approval of a Cost Consulting Services Contract for the International African American Museum with Venue Cost Consultants in the

amount of $51,400 to provide cost control oversight services during the design development phase and at completion of the design development phase (35% level drawings).

(Public Service: Approval for Palmetto Gunite to repair a brick arch at 51 George Street damaged in the past by the installations of an SCE&G vault in the amount of $45,892.12. The City will be pursuing reimbursement for this expense. This is an emergency repair due to a street collapse.

(Legal Department: Request authority for the Mayor to execute the Trademark License Agreement between Spoleto and the City of Charleston granting the City a license to use the mark "Piccolo Spoleto" without paying any royalties to Spoleto for its use and in the event Spoleto stops conducting the Spoleto Festival in the City of Charleston, Spoleto will assign Spoleto marks to the City.

(Approval of a Programmatic Agreement among the National Park Service, SC State Historic Preservation Office, the Advisory Council on Historic Preservation, the SC Department of Parks, Recreation and Tourism and the City of Charleston regarding DeReef Park.

(Approval of 2016-2017 Street Vendor Spaces

(Approval of 2016-2017 Bid Specifications for Street Vendor Spaces

(Approval of 2016-2017 Franchise Agreement for Vendor Spaces

(Request authorization of the Mayor to execute the attached Easement and License Agreement between the City and the U.S. General Services Administration (TMS: 457-12-04-016; 101 Broad Street)

(Request authorization of the Mayor to execute the attached Temporary Access License Agreement between the City and the North Charleston Sewer District to install, maintain, and remove a temporary above ground sewer line (TMS: 464-02-00-051; 1820 Harmon Street)

(Request approval of the Mayor to execute the attached lease agreement between the City of Charleston and the Medical University of South Carolina for the parking lot located at Fishburne Street (between Hagood and Horizon Streets), Charleston, SC 29403 [Fishburne Street Parking Lot (Hagood Lot)]

(Request authorization from the Mayor to execute the attached Resolution approving an amendment to the Joint County Industrial Park Agreement between Berkeley County and Williamsburg County so as to include a parcel of property for a project undertaken by Blackbaud, Inc. and Holder Construction Group, LLC; and a fee-in-lieu tax agreement by and among Berkeley County, Blackbaud, and Holder Construction (Daniel Island)

(Consider the following annexations:

(i) 1211 Camellia Road (TMS# 351-12-00-050) 0.14 acre, West Ashley (District 9)

(ii) 1643 Sulgrave Road (TMS# 354-02-00-043) 0.30 acre, West Ashley (District 2)

Give first reading to the following resolution and bills coming from Ways and Means:

Resolution: Consent to the Inclusion of certain property in a multi-county park for a project undertaken by Blackbaud, Inc. and Holder Construction Group, LLC, which is to be located within the City limits of the City of Charleston; and consent to the

execution of a Fee-in-Lieu of Tax Agreement by and among Berkeley County, Blackbaud, Inc. and Holder Construction Group, LLC with respect to such project

An ordinance to provide for the annexation of property known as 1211 Camellia Road (0.14 acre) (TMS# 351-12-00-050), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9.

An ordinance to provide for the annexation of property known as 1643 Sulgrave Road (0.30 acre) (TMS# 354-02-00-043), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2.

K. Bills up for Second Reading:

1. *An ordinance amending Title 2 of the Code of the City of Charleston by creating a new Article XIII, Sections 2-397–2-401 to establish the position of Poet Laureate for the City of Charleston. (**AS AMENDED**)*

2. *An ordinance to make additional appropriations to meet the liabilities of the City of Charleston for the fiscal year ending December 31, 2015.*

3. *An ordinance to recognize the usage of additional funds to meet additional appropriations authorized by Ordinance 2016-_____ for the fiscal year ending December 31, 2015. (**AS AMENDED**)*

4. *An ordinance to provide for the annexation of property known as 1715 West Avalon Circle (0.48 acre) (TMS# 352-13-00-116), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9.*

5. *An ordinance to provide for the annexation of property known as 1897 Sam Rittenberg Boulevard (0.33 acre) (TMS# 351-14-00-078), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7.*

6. *An ordinance to amend Sections 29-33(7), 29-142, 29-143, 29-145(c)(6), 29-146, 29-148, 29-149, 29-203(d), 29-206(e) and 29-211(c) of the Code of the City of Charleston to provide that the Director of the Department of Livability and Tourism and the Manager of Arts and History/Tourism Commissions shall have certain duties and responsibilities as set forth in said sections; to amend Section 29-147(a) and (b) of the Code of the City of Charleston to delete said section therefrom and replace with Section 29-147 to transfer responsibilities to the Department of Livability and Tourism and require any large bus to obtain a parking permit from the Director of the*

Department of Livability and Tourism prior to parking in any approved area as set forth in said section; to amend Section 29-189(b) of the Code of the City of Charleston to provide that the Manager of Arts and History/Tourism Commissions, in consultation with the Director of the Department of Livability and Tourism, shall have certain duties and responsibilities as set forth in said section; to amend Section 29-212(b)(3) of the Code of the City of Charleston to delete said section therefrom and renumber Sections 29-212(b)(4) through Sections 29-212(b)(20) to Sections 29-212(b)(3) through Sections 29-212(b)(19) therein; to amend Section 29-2 of the Code of the City of Charleston to add the definition of Manager of Arts and History/Tourism Commission therein.

7. *An ordinance to provide for the annexation of property known as Savannah Highway (16.01 acres) (TMS# 286-00-00-033), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. (DEFERRED)*

8. *An ordinance to provide for the annexation of property known as Clements Ferry Road (19.02 acres) (a portion of TMS# 271-00-01-031), Cainhoy, Berkeley County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 1. (DEFERRED)*

9. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Clements Ferry Road (Cainhoy) (approximately 19.02 acres) (a portion of TMS #271-00-01-031) (Council District 1), be zoned General Business (GB) classification. (DEFERRED)*

10. *An ordinance to provide for the annexation of property known as 2319 Savannah Highway (1.06 acres) (TMS# 310-06-00-114), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. (DEFERRED)*

11. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2319 Savannah Highway (West Ashley) (approximately 1.06 acres) (TMS #310-06-00-114) (Council District 7), be zoned General Business (GB) classification.* ***(AS AMENDED)*** *(DEFERRED)*

12. *An ordinance to provide for the annexation of property known as Savannah Highway (1.49 acres) (TMS# 350-05-00-039; 350-05-00-040 and 350-05-00-160), West Ashley, Charleston County, to the City of Charleston, and includes all public rights-of-way shown within the area annexed upon a map attached hereto and make it part of District 7. (DEFERRED)*

13. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Savannah Highway (West Ashley) (approximately 1.49 acres) (TMS #350-05-00-039, 040 and 160) (Council District 7),*

be zoned General Business (GB) classification. (DEFERRED FOR PUBLIC HEARING)

L. Bills up for First Reading

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located off North Westchester Road (West Ashley) (2.225 acres) (TMS #309-15-00-070) (Council District 7), be rezoned from Light Industrial (LI) classification to General Business (GB) classification. *(DEFERRED)*

2. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to add a new Overlay Zoning District to be known as the Gateway Overlay Zone, add regulations to permit specific land uses and modify building height restrictions in the Gateway Overlay Zone, and change the Zone Map, which is part thereof, so that certain properties bearing the following Charleston County Tax Map Numbers, as indicated, to wit: 310, 322 Broad Street, TMS# 457-07-01-029 and 457-07-01-061, be rezoned to the Gateway Overlay Zone. *(DEFERRED)*

3. An ordinance to amend provisions of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Part 12 – Gathering Place to change district name and specific details within, by amending Article 2, Part 3, Table of Permitted Uses to change district name, by amending Sec. 54-301, Table 3.1: Height, Area and Setback Regulations adding a new row, by amending Sec. 54-201, Base Zoning Districts to change district name, by amending Article 2, Part 11, Sec. 54-268 designation of Design Review District, Review Authority, Scope of Authority and Exemptions to change district name, by amending Article 3, Part 8, Sec. 54-347 landscape buffer requirements to change district name. *(DEFERRED)*

4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 61 Cannon Street (Cannonborough-Elliottborough - Peninsula) (0.38 acre) (TMS #460-12-01-008) (Council District 4), be rezoned from Limited Business (LB) classification to Mixed-Use Workforce Housing (MU-1/WH) classification. ***(Planning Commission recommends disapproval; requires ¾ vote of Council.)*** *(DEFERRED)*

5. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 21, Section 115 to provide regulations for the operation of unmanned aerial vehicles. *(DEFERRED)*

6. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Murraywood Road (Johns Island) (approximately 1.80 acres) (a portion of TMS #312-00-00-026) (Council District 5), be rezoned from Single-Family Residential (SR-1) classification to Single and Two Family Residential (STR) classification. *(DEFERRED)*

M. Miscellaneous Business:

1. The next regular meeting of City Council will be June 21, 2016 at 5:00 p.m. at City Hall, 80 Broad Street.

PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, May 24, 2016, beginning at 5:00 p.m. at Bishop Gadsden, One Bishop Gadsden Way, James Island, on the request that the Zoning Ordinance of the City of Charleston be changed in the following respects:

ZONINGS

To zone the following properties annexed into the City of Charleston:

1. Property located on Savannah Highway (*West Ashley*) (16.01 acres) (TMS# 286-00-00-033) General Business (GB).
2. 2066 Vestry Drive (*Church Creek - West Ashley*) (0.28 acre) (TMS# 355-14-00-022) Single-Family Residential (SR-1).
3. 2048 Vestry Drive (*Church Creek - West Ashley*) (0.33 acre) (TMS# 355-14-00-095) Single-Family Residential (SR-1).
4. 1436 Battle Ground Road (*Fort Lamar - James Island*) (0.34 acre) (TMS# 431-06-00-099) Single-Family Residential (SR-1).
5. 1897 Sam Rittenberg Boulevard (*West Ashley*) (0.33 acre) (TMS# 351-14-00-078) General Business (GB).
6. 1715 West Avalon Circle (*Orange Grove Estates – West Ashley*) (0.48 acre) (TMS# 352-13-00-116) Single and Two-Family Residential (STR).

ORDINANCE AMENDMENT

1. To amend Section 54-943(c) of the Code of the City of Charleston (Zoning Ordinance) to modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to Council to sixty (60%) percent of the members of Council present and voting. **The Planning Commission recommends disapproval.**

VANESSA TURNER-MAYBANK
Clerk of Council

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

Please insert as a Display Ad in the Post Courier on Sunday, May 8, 2016. Charge account PC103190. **Blanket PO# PR120206**

Please insert in the Chronicle as a Display Ad on Wednesday, May 11, 2016. **Please provide an affidavit of publication for all public hearings. PR# PR162544**

CITY OF CHARLESTON
PLANNING COMMISSION MEETING REPORT

MEETING OF APRIL 20, 2016

A meeting of the City of Charleston Planning Commission was held at **5:00 p.m., on Wednesday, April 20, 2016** in the Public Meeting Room, 1st Floor, 2 George St. The following applications were considered:

REZONING

1. **Walnut St and E St (Peninsula) TMS# 4590501001 & 003** – 0.86 ac. Request rezoning from Light Industrial (LI) to Mixed-Use/Workforce Housing (MU-2/WH).

   DEFERRED BY APPLICANT

SUBDIVISION

1. **Sanders Road Townhomes (West Ashley) TMS# 2860000001** – 22.3 ac. 113 lots. Request subdivision concept plan approval. Zoned Diverse Residential (DR-9).

   DEFERRED BY APPLICANT

ZONINGS

1. **604 Savannah Hwy (Moreland - West Ashley) TMS# 4210300179** – 0.24 ac. Request zoning of Residential Office (RO). Zoned Saint Andrews Overlay District (OD-STA) in Charleston County.

   RECOMMENDED APPROVAL

2. **Savannah Hwy (West Ashley) TMS# 2860000033** – 16.01 ac. Request zoning of General Business (GB). Zoned Community Commercial (CC) in Charleston County.

   RECOMMENDED APPROVAL

3. **2066 Vestry Dr (Church Creek - West Ashley) TMS# 3551400022** – 0.28 ac. Request zoning of Single-Family Residential (SR-1). Zoned Single-Family Residential (R-4) in Charleston County.

   RECOMMENDED APPROVAL

4. **2048 Vestry Dr (Church Creek - West Ashley) TMS# 3551400095** – 0.33 ac. Request zoning of Single-Family Residential (SR-1). Zoned Single-Family Residential (R-4) in Charleston County.

   RECOMMENDED APPROVAL

5. **1436 Battle Ground Rd (Fort Lamar - James Is.) TMS# 4310600099** – 0.34 ac. Request zoning of Single-Family Residential (SR-1). Zoned Single-Family Residential (R-4) in Charleston County.

   RECOMMENDED APPROVAL

ORDINANCE AMENDMENT

1. Request approval to amend Section 54-943(c) of the Code of the City of Charleston (Zoning Ordinance) to **modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to Council to sixty (60%) percent of the members of Council present and voting.**

RECOMMENDED DISAPPROVAL

REPORT OF THE TECHNICAL REVIEW COMMITTEE

Over the past month, the following subdivision projects were submitted to the TRC for review and approval. The findings of the TRC shall be presented to the Planning Commission. Items approved by the TRC comply with all applicable regulations and standards of the City of Charleston.

Preliminary & Final Plats

1. **Foundry Alley (East Side – Peninsula) TMS# 4590504156, 172, 174-177.** 0.92 ac. 21 lots. PUD. Preliminary subdivision plat under review.
2. **Parcel E, Phase 2C (Daniel Island) TMS# 2750000110.** 16.98 ac. 22 lots. DI-R, DI-RI. Final subdivision plat pending approval.
3. **Fenwick Hills, Phase 3 (Johns Island) TMS# 2790000017, 666.** 19.22 ac. 49 lots. SR-1. Preliminary subdivision plat pending approval.
4. **South Point II (West Ashley) TMS# 3070000007.** 28.93 ac. 2 lots. PUD. Final subdivision plat pending approval.
5. **West Ashley Circle (West Ashley) TMS# 3010000048.** 12.92 ac. 2 lots. GB. Preliminary subdivision plat pending approval.
6. **Shade Tree, Phase 4 (Johns Island) TMS# 2780000043.** 87.80 ac. 59 lots. PUD. Preliminary subdivision plat under review.
7. **Governor's Cay, Island (Cainhoy) TMS# 2710002115, 129.** 7.40 ac. 36 lots. PUD. Preliminary subdivision plat pending approval.
8. **Grand Oaks, Phases 7-11 (West Ashley) TMS# 3010000697.** 142.08 ac. 332 lots. PUD. Preliminary subdivision plat pending approval.
9. **Shade Tree, Phase 1 (Johns Island) TMS# 2780000040.** 44.61 ac. 87 lots. PUD. Preliminary subdivision plat under review.

Road Construction Plans

1. **Foundry Alley (East Side – Peninsula) TMS# 4590504156, 172, 174-177.** 0.92 ac. 21 lots. PUD. Road construction plans under review.
2. **Shade Tree, Phase 4 (Johns Island) TMS# 2780000043.** 87.80 ac. 59 lots. PUD. Road construction plans under review.
3. **Grand Oaks, Phase 4 (West Ashley) TMS# 3010000694.** 11.30 ac. 9 lots. PUD. Road construction plans pending approval.
4. **Grand Oaks, Phases 5-6 (West Ashley) TMS# 3010000694, 695.** 19.94 ac. 30 lots. PUD. Road construction plans pending approval.
5. **Governor's Cay, Island (Cainhoy) TMS# 2710002115, 129.** 7.40 ac. 36 lots. PUD. Road construction plans under review.
6. **The Crossings at West Ashley (West Ashley) TMS# 3090000003.** 7.20 ac. 1 lot + R/W. Road construction plans pending approval.
7. **WestEdge Infrastructure (Westside – Peninsula) TMS# 4600000012, 013, 022.** 1.10 ac. MU-2/WH. Road construction plans pending approval.
8. **Grand Oaks, Phases 7A, 7B, 9A (West Ashley) TMS# 3010000697.** 69.25 ac. 144 lots. PUD. Road construction plans under review.
9. **Shade Tree, Phase 1 (Johns Island) TMS# 2780000040.** 44.61 ac. 87 lots. PUD. Road construction plans under review.

E1.)
(Deferred)

Ratification
Number_____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTY LOCATED ON SAVANNAH HIGHWAY (WEST ASHLEY) (16.01 ACRES) (TMS #286-00-00-033) (COUNCIL DISTRICT 5), BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION.

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

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

Property located on Savannah Highway (West Ashley) (16.01 acres) (TMS #286-00-00-033)

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

Section 3. This ordinance shall become effective upon ratification.

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

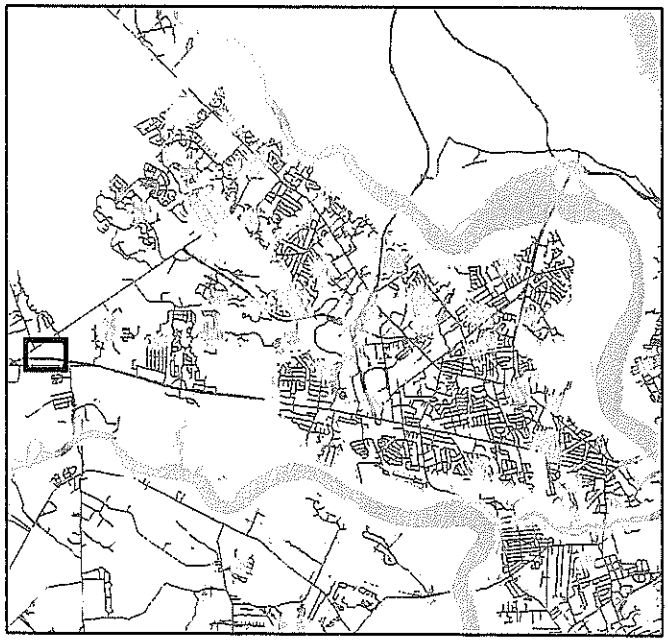
By: _____
John J. Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council

City of Charleston

Planning Commission
April 20, 2016

Area



Zoning 2

Savannah Hwy (West Ashley)

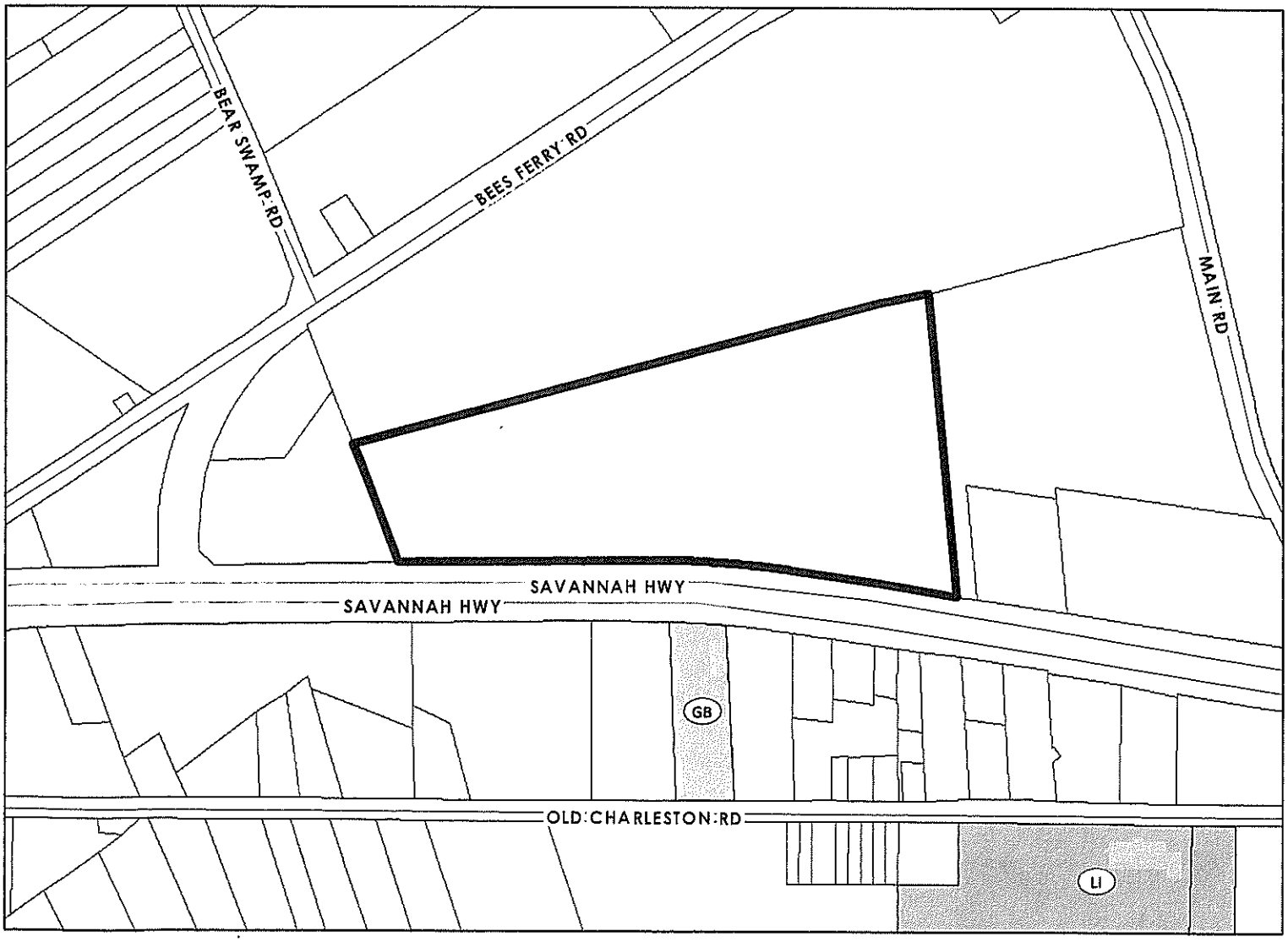
TMS# 2860000033

16.01 ac.

Request zoning of General Business (GB).
Zoned Community Commercial (CC)
in Charleston County.

Owner: Selaf Gateway Village LLC

Location



N

E2)

Ratification
Number_____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2066 VESTRY DRIVE (CHURCH CREEK - WEST ASHLEY) (0.28 ACRE) (TMS #355-14-00-022) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON APRIL 12, 2016 (#2016-048), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

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

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

2066 Vestry Drive (Church Creek - West Ashley) (0.28 acre) (TMS #355-14-00-022)

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

Section 3. This ordinance shall become effective upon ratification.

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

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

Attest: _____
Vanessa Turner Maybank
Clerk of Council

City of Charleston

Planning Commission
April 20, 2016

Zoning 3

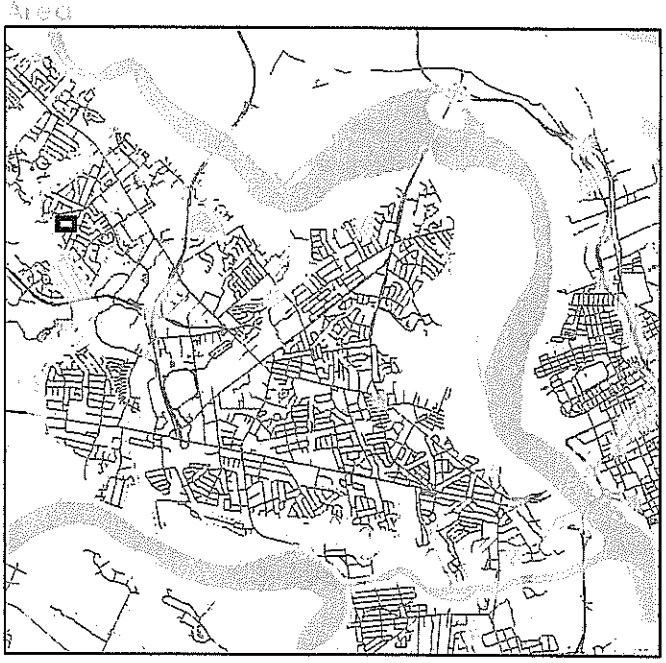
2066 Vestry Dr (Church Creek - West Ashley)

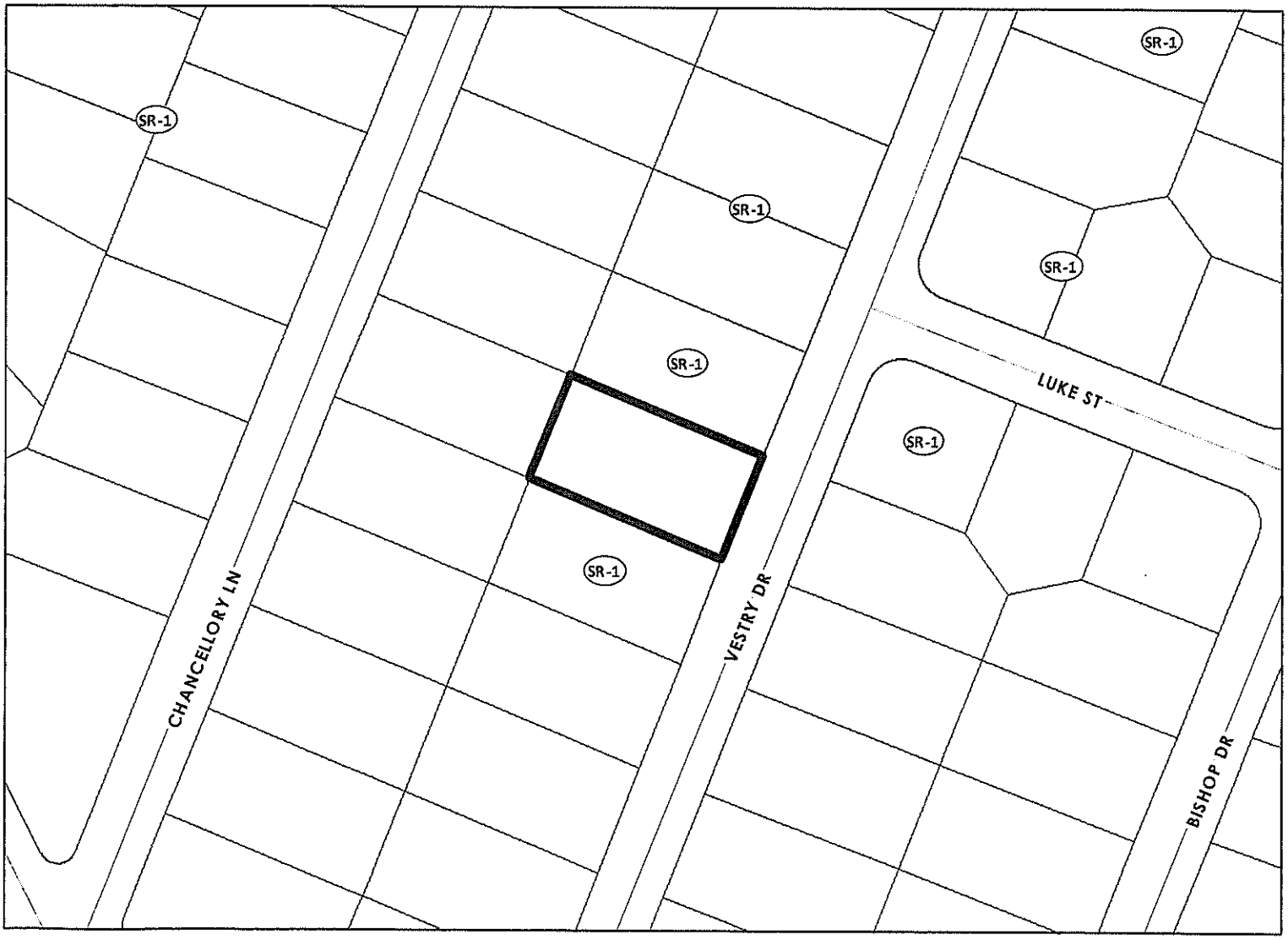
TMS# 3551400022

0.28 ac.

Request zoning of Single-Family Residential (SR-1).
Zoned Single-Family Residential (R-4)
in Charleston County.

Owner: Ruben Nelson





N

E3.)

Ratification
Number_____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2048 VESTRY DRIVE (CHURCH CREEK - WEST ASHLEY) (0.33 ACRE) (TMS #355-14-00-095) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON APRIL 26, 2016 (#2016-053), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

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

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

2048 Vestry Drive (Church Creek - West Ashley) (0.33 acre) (TMS #355-14-00-095)

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

Section 3. This ordinance shall become effective upon ratification.

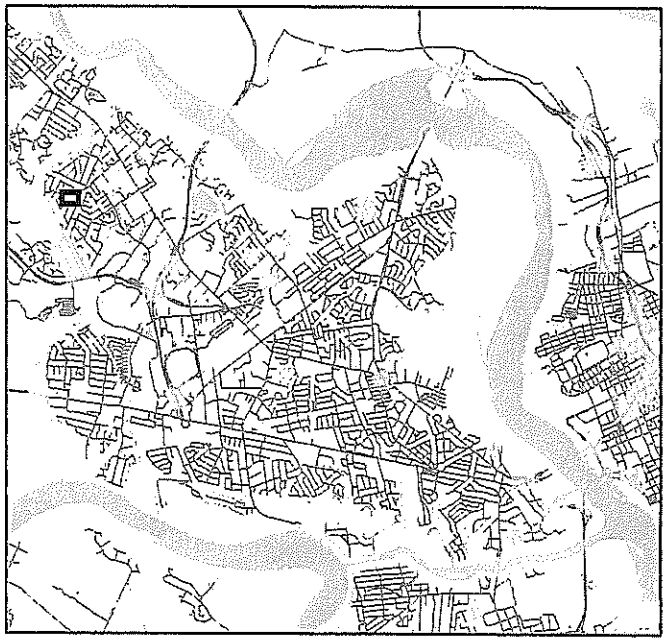
Ratified in City Council this _____day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

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

Attest: _____
Vanessa Turner Maybank
Clerk of Council

City of Charleston

Planning Commission
April 20, 2016



Zoning 4

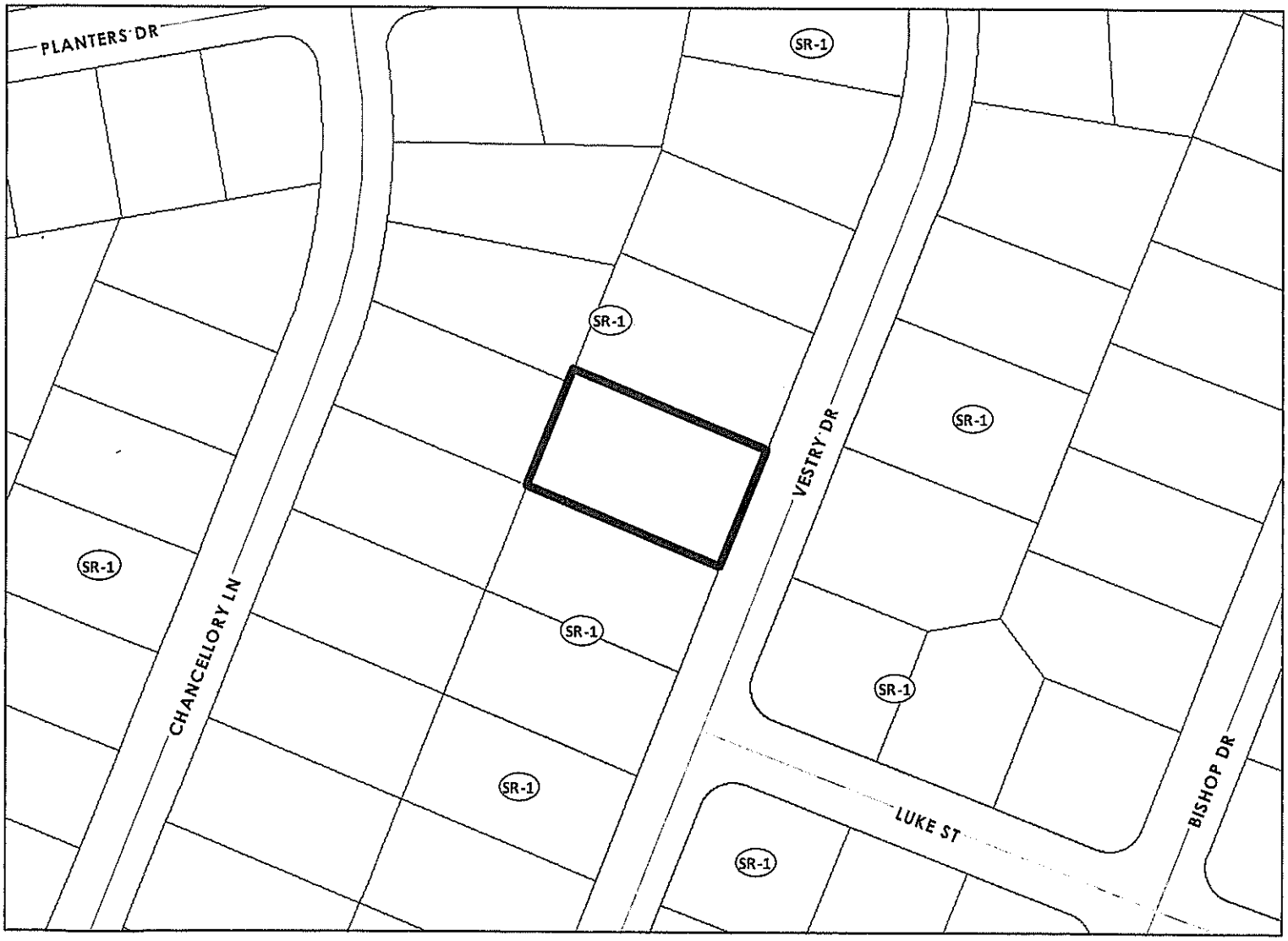
2048 Vestry Dr (Church Creek - West Ashley)

TMS# 3551400095

0.33 ac.

Request zoning of Single-Family Residential (SR-1).
Zoned Single-Family Residential (R-4)
in Charleston County.

Owner: Leigh Berry



N

E4.)

Ratification
Number_____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1436 BATTLE GROUND ROAD (FORT LAMAR - JAMES ISLAND) (0.34 ACRE) (TMS #431-06-00-099) (COUNCIL DISTRICT 12), ANNEXED INTO THE CITY OF CHARLESTON APRIL 26, 2016 (#2016-052), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

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

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

1436 Battle Ground Road (Fort Lamar - James Island) (0.34 acre) (TMS #431-06-00-099)

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

Section 3. This ordinance shall become effective upon ratification.

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

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

Attest: _____
Vanessa Turner Maybank
Clerk of Council

City of Charleston

Planning Commission
April 20, 2016

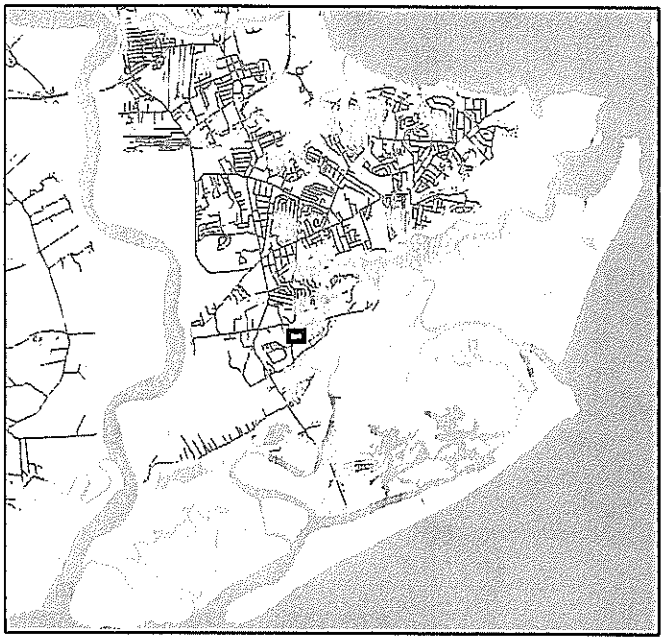
Zoning 5

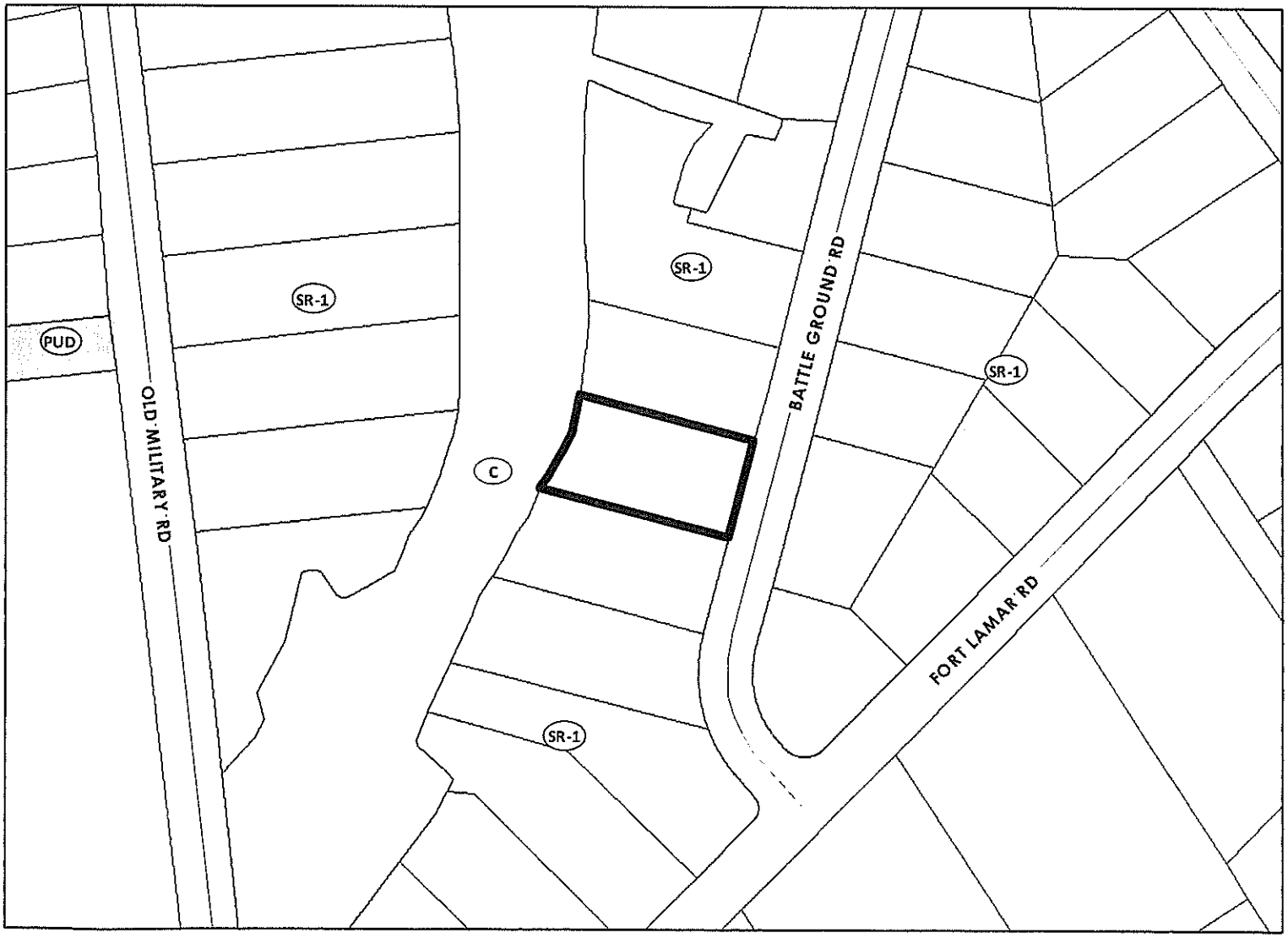
1436 Battle Ground Rd (Fort Lamar - James Is.)

TMS# 4310600099

0.34 ac.
Request zoning of Single-Family Residential (SR-1).
Zoned Single-Family Residential (R-4)
in Charleston County.

Owner: Frank Treiber





E5.)

Ratification
Number_____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1897 SAM RITTENBERG BOULEVARD (WEST ASHLEY) (0.33 ACRE) (TMS #351-14-00-078) (COUNCIL DISTRICT 7), BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION.

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

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

1897 Sam Rittenberg Boulevard (West Ashley) (0.33 acre) (TMS #351-14-00-078)

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

Section 3. This ordinance shall become effective upon ratification.

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

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

Attest: _____
Vanessa Turner Maybank
Clerk of Council

City of Charleston

City Council
May 10, 2016

Zoning

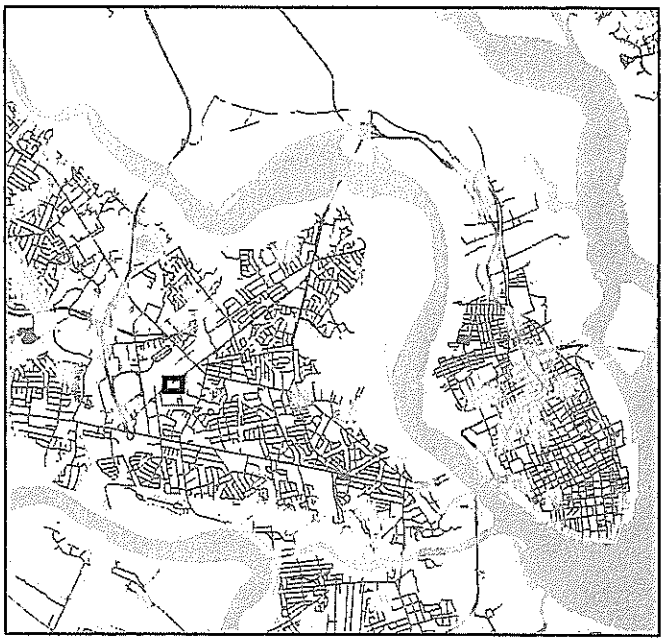
1897 Sam Rittenberg Blvd (West Ashley)

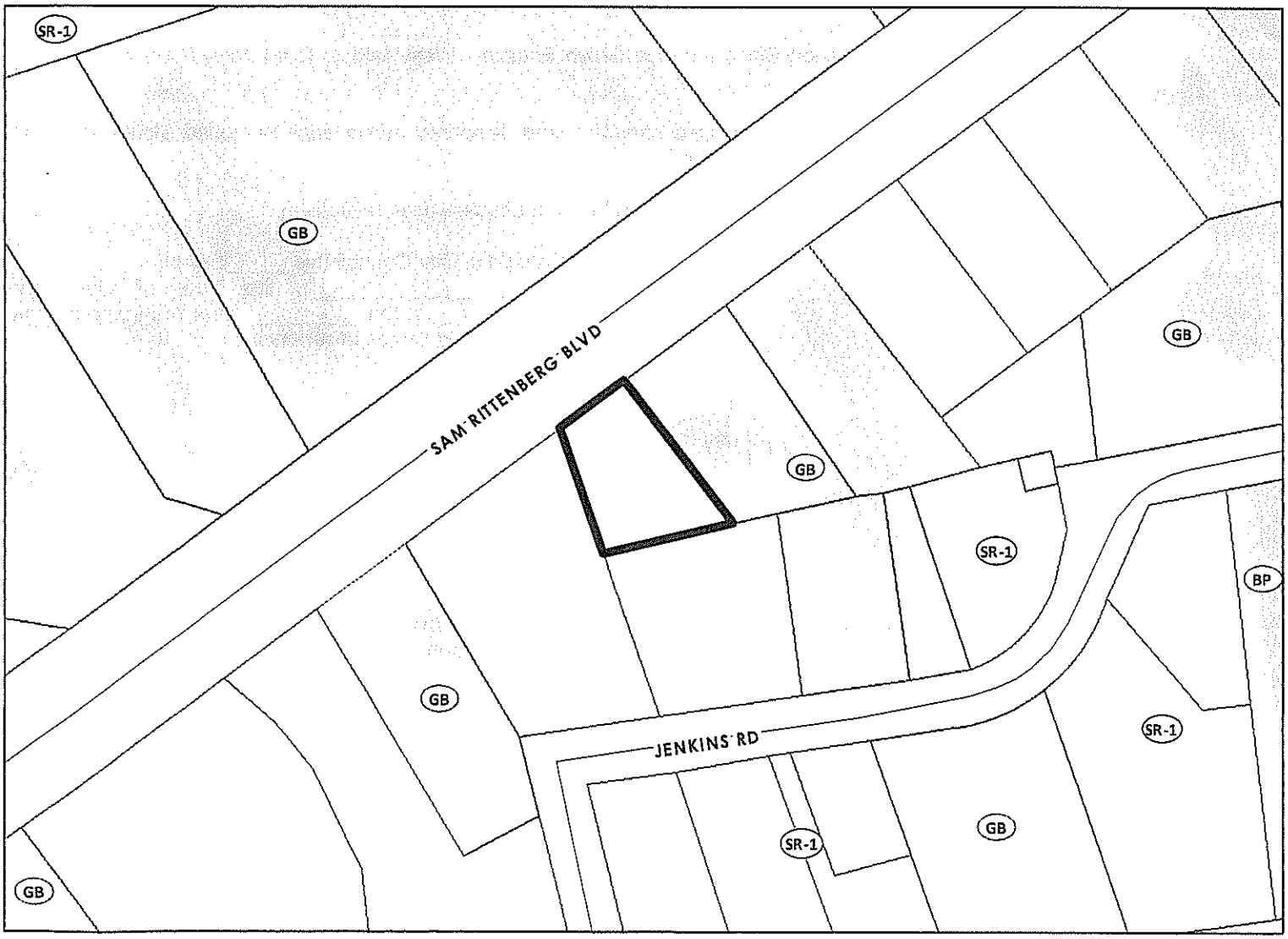
TMS# 3511400078

0.33 ac.

Request zoning of General Business (GB).
Zoned Community Commercial (CC)
in Charleston County.

Owner: Sam Rittenberg Properties LLC





N

E6)

Ratification
Number_____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1715 WEST AVALON CIRCLE (ORANGE GROVE ESTATES - WEST ASHLEY) (0.48 ACRE) (TMS #352-13-00-116) (COUNCIL DISTRICT 9), BE ZONED SINGLE AND TWO FAMILY RESIDENTIAL (STR) CLASSIFICATION.

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

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

1715 West Avalon Circle (Orange Grove Estates - West Ashley) (0.48 acre) (TMS #352-13-00-116)

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

Section 3. This ordinance shall become effective upon ratification.

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

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

Attest: _____
Vanessa Turner Maybank
Clerk of Council

City of Charleston

City Council
May 10, 2016

Zoning

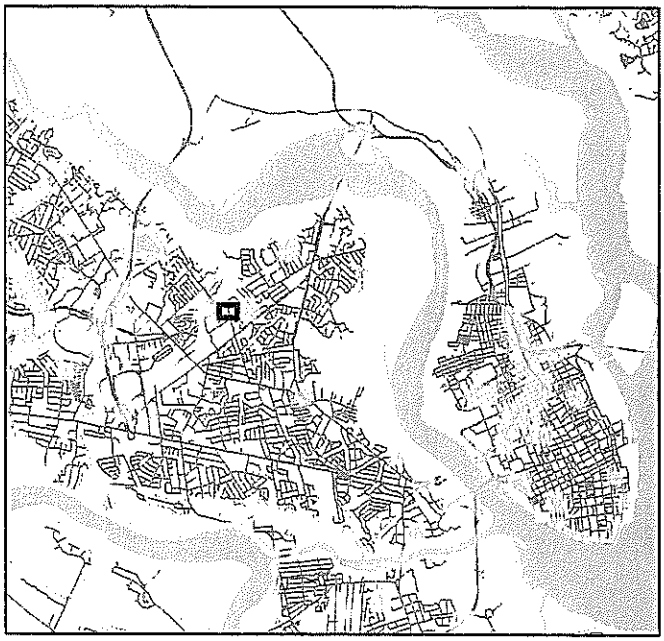
1715 W Avalon Cir
(Orange Grove Estates - West Ashley

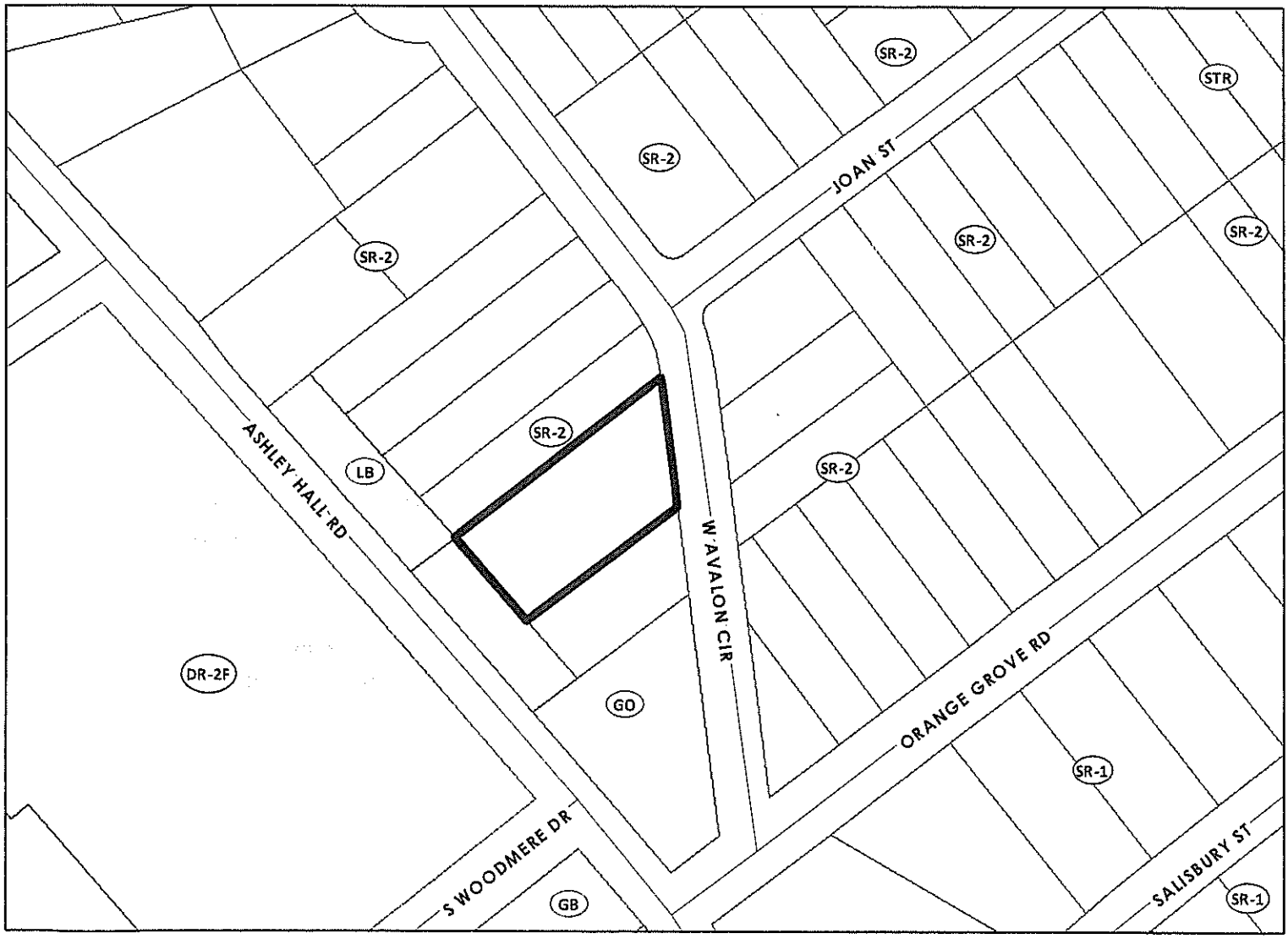
TMS# 3521300116

0.48 ac.

Request zoning of Single and Two Family Residential (STR).
Zoned Single-Family Residential (R-4) in Charleston County.

Owner: Walter A. Davis





E7.)
(Deferred)

Ratification
Number_____

AN ORDINANCE

TO AMEND SECTION 54- 943(c) OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) TO MODIFY THE VOTE REQUIRED OF CITY COUNCIL IN THE EVENT A MATTER IS DISAPPROVED BY THE PLANNING COMMISSION OR WHEN A PETITION IN OPPOSITION TO A MATTER SIGNED BY OWNERS OF TWENTY PERCENT OF THE AREA OF LOTS SUBJECT TO THE MATTER, OR OF THOSE IMMEDIATELY ADJACENT ON THE SIDES AND REAR OR DIRECTLY OPPOSITE THERETO IS PRESENTED TO COUNCIL TO SIXTY (60%) PERCENT OF THE MEMBERS OF COUNCIL PRESENT AND VOTING.

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

Section 1. Section 54- 943(c) of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by changing the number of votes required of City Council in the event an amendment, supplement or change is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots affected by a matter, or of those immediately adjacent in the rear or sides thereof, or of those directly opposite thereto to sixty (60%) of the members of council present and voting, so that hereafter, Sec. 54-943 (c) of the Zoning Ordinance shall read as follows (changes in strike through and **bold**):

c. In case the proposed amendment, supplement, or change be disapproved by the Planning Commission, or a protest be presented duly signed and acknowledged by the owners of twenty percent or more either of the areas of the lots included in such change, or of those immediately adjacent in the rear and on the side or sides thereof or of those directly opposite thereto, such amendment, supplement or change shall not become effective except by a favorable vote ~~of three-fourths (3/4) of all members of the City Council~~ **sixty (60%) of the members of City Council present and voting.**

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ in the Year of Our Lord, 2016,
and in the ____th Year of the Independence of
the United States of America

_____
John J. Tecklenburg, Mayor

ATTEST: _____
Clerk of Council

I1.)

JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

MEMORANDUM

To: City Council

From: Mayor John J. Tecklenburg

Date: May 18, 2016

RE: Planning Commission Appointment

Frank McCann, the Chairman of our Planning Commission has resigned. Frank served over 28 years on our Planning Commission, and we all owe him a deep debt of gratitude for this tremendous service to our City.

Frank's position on the Commission filled the need for an attorney on the Commission (as required by our Zoning Ordinance). Thus, his replacement also needs to be an attorney.

To replace Frank on the Commission, I am nominating a local attorney, Ravi Sanyal. Ravi lives in the Carolina Bay area of West Ashley and has a civil litigation and defense practice. In the past, he has worked as a City of Charleston Assistant Corporation Counsel, so many of you may know him from that. Prior to his work with the City, Ravi served as an Assistant Solicitor for the Ninth Judicial Circuit Solicitor's Office. At present, Ravi is also a Charleston County Parks and Recreation Commissioner.

I3.)

JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

Memorandum

To: City Council

From: Mayor John J. Tecklenburg

Date: May 18, 2016

Re: Appointment of Jason Kronsberg as the Director of Parks

I am happy to recommend Jason Kronsberg as the Director of Parks for the City of Charleston. Jason has served as Interim Director of Parks since the retirement of Jerry Ebeling and has been with the City for six years. Prior to serving as Interim Director, Jason was the Deputy Director of Parks and also worked for the City as a Construction Project Manager. Jason is a registered landscape architect and received his Bachelor's Degree in Landscape Architecture from the University of Colorado. I would appreciate your approval of this recommendation.

I4.)

City of Charleston
South Carolina

JOHN J. TECKLENBURG
Mayor

JACOB LINDSEY
Planning Director

Department of Planning, Preservation & Sustainability

MEMORANDUM

To: Mayor Tecklenburg and City Council

From: Jacob Lindsey, Planning Director

Date: May 18, 2016

Re: Presentation of Hotel Study before City Council 5/24/2016

Staff of the Department of Planning, Preservation and Sustainability will present the background, process and simple findings of its 90-day peninsular hotel study to City Council. The full report of this study and any enabling ordinances will be presented at a later date after Council input.

2 George Street · suite 3100 · Charleston, South Carolina 29401 · Tel. (843) 724-3765 · Fax (843) 724-3772

J1(i)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Centex Homes, a Nevada general partnership ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in Carolina Bay Phase 14 as shown and designated on a plat entitled "A FINAL SUBDIVISION PLAT OF CAROLINA BAY, PHASE 14, OWNED BY CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA prepared by SW+A Surveying, LLC, dated 9/10/15, revised 2/22/16, and recorded in Plat Book L16 at Page 0158 in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Essex Farms, LLC dated March 15, 2005 and recorded March 16, 2005 in Book B529 at Page 765 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 7 day of March 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Number One

SIDNEY I. DUDLEY
Printed Name

Witness Number Two

Graham Hawkins
Printed Name

Grantor CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation, Its: Managing General Partner

MATTHEW RAINES
Printed Name: Matthew Raines
Division Vice President

****

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named CENTEX HOMES, a Nevada general partnership, by its duly authorized officer Matthew Raines, Division Vice President, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 7 day of March, 2016

Meagan Whitlow
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 09-14-2025

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property was transferred by CENTEX HOMES, a Nevada general partnership to City of Charleston on _____.

3. Check one of the following: The deed is

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

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

   (C)✓ exempt from the deed recording fee because (See Information section of affidavit): conveyance to governmental entity (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

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

   (A)_____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____

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

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

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

6. The deed recording fee is computed as follows:

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

   (B) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here.)

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

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

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Division Vice President - Land Development.

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

Responsible Person Connected with the Transaction

Matthew Raines, Division Vice President
Print or Type Name Here

Sworn this 7 day of March 2016
Meagan Whitford
Notary Public for South Carolina
My Commission Expires: 09-14, 2016

ATET4-2013

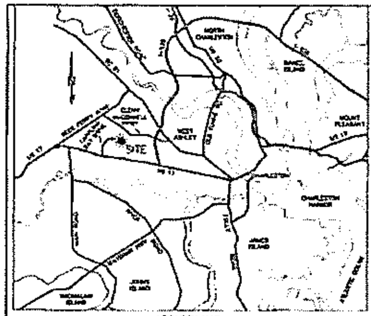
A FINAL SUBDIVISION PLAT OF CAROLINA BAY, PHASE 14

OWNED BY CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP
LOCATED IN THE CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

SWA surveying LLC
1035-B Jenkins Road
Charleston, SC 29407
(843) 795-9330

NO.	DATE	DESCRIPTION	BY
(1)	1-18-16	Amended 24-A comments	PRB
(2)	2-22-16	Amended City comments	PRB

DATE: 0 16 2015
DRAWN: JKB
CHECK: PRB
CC:
JOB: 15150
DWG: CB14 SUBD
SHEET 1 OF 1

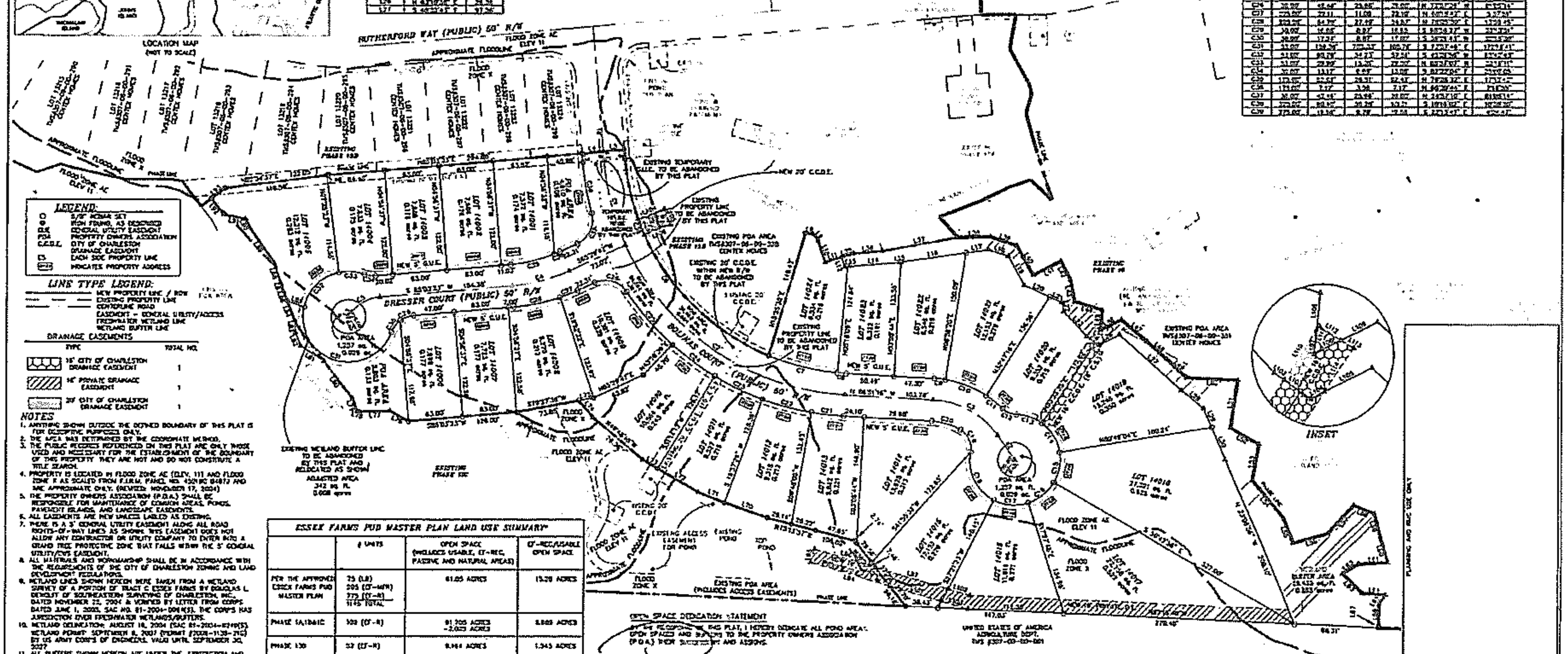


LINE TABLE

LINE	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



LEGEND:

- 5/8" REBAR SET
- IRON FOUND, AS DESCRIBED
- GUE: GENERAL UTILITY EASEMENT
- POA: PROPERTY OWNERS ASSOCIATION
- C.D.E.: CITY OF CHARLESTON DRAINAGE EASEMENT
- EACH SIDE PROPERTY LINE
- INDICATES PROPERTY ADDRESS

LINE TYPE LEGEND:

- NEW PROPERTY LINE / R/W
- EXISTING PROPERTY LINE
- CENTERLINE ROAD
- EASEMENT – GENERAL UTILITY/ACCESS
- FRESHWATER WETLAND LINE
- WETLAND BUFFER LINE

DRAINAGE EASEMENTS

TYPE	TOTAL NO.
15' CITY OF CHARLESTON DRAINAGE EASEMENT	1
16' PRIVATE DRAINAGE EASEMENT	1
20' CITY OF CHARLESTON DRAINAGE EASEMENT	1

NOTES

1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. THE AREA WAS DETERMINED BY THE COORDINATE METHOD.
3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. PROPERTY IS LOCATED IN FLOOD ZONE AE (ELEV. 11) AND FLOOD ZONE X AS SCALED FROM F.I.R.M. PANEL NO. 45019C 0487J AND ARE APPROXIMATE ONLY. (REVISED: NOVEMBER 17, 2004)
5. THE PROPERTY OWNERS ASSOCIATION (P.O.A.) SHALL BE RESPONSIBLE FOR MAINTENANCE OF COMMON AREAS, PONDS, PAVEMENT ISLANDS, AND LANDSCAPE EASEMENTS.
6. ALL EASEMENTS ARE NEW UNLESS LABLED AS EXISTING.
7. THERE IS A 5' GENERAL UTILITY EASEMENT ALONG ALL ROAD RIGHTS-OF-WAY LINES AS SHOWN. THIS EASEMENT DOES NOT ALLOW ANY CONTRACTOR OR UTILITY COMPANY TO ENTER INTO A GRAND TREE PROTECTIVE ZONE THAT FALLS WITHIN THE 5' GENERAL UTILITY/GUE EASEMENT.
8. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHARLESTON ZONING AND LAND DEVELOPMENT REGULATIONS.
9. WETLAND LINES SHOWN HEREON WERE TAKEN FROM A WETLAND SURVEY OF A PORTION OF TRACT C ESSEX FARMS BY DOUGLAS L. DEHOUST OF SOUTHEASTERN SURVEYING OF CHARLESTON, INC., DATED NOVEMBER 22, 2004 & VERIFIED BY LETTER FROM CORPS DATED JUNE 1, 2005, SAC NO. 81-2004-0049(S). THE CORPS HAS JURISDICTION OVER FRESHWATER WETLANDS/BUFFERS.
10. WETLAND DELINEATION: AUGUST 18, 2004 (SAC 81-2004-0249(S)). WETLAND PERMIT: SEPTEMBER 8, 2007 (PERMIT #2008-1138-2IG) BY US ARMY CORPS OF ENGINEERS. VALID UNTIL SEPTEMBER 30, 2027
11. ALL BUFFERS SHOWN HEREON ARE UNDER THE JURISDICTION AND PERMITTING AUTHORITY OF THE ARMY CORPS OF ENGINEERS. ANY ALTERATION OF THE BUFFER AREA MUST BE APPROVED BY THE ARMY CORPS OF ENGINEERS.
12. FENCES OR OTHER STRUCTURES LOCATED WITHIN DRAINAGE, WATER, OR SEWER EASEMENTS CANNOT BE INSTALLED WITHOUT APPROVAL OF EASEMENT HOLDER.
13. CITY OF CHARLESTON MUNICIPAL CODE, AS AMENDED, SHOULD BE REFERENCED BEFORE ANY DESIGN OF CONSTRUCTION.
14. WATER DISTRIBUTION AND SANITARY SEWER SUPPLY BY CHARLESTON WATER SYSTEMS.
15. THE SMALLEST LOT IS LOT 14001 (7,372 SQ.FT.)
16. THE LARGEST LOT IS LOT 14018 (21,091 SQ.FT.)
17. THE TOTAL NUMBER OF LOTS IS 24.
18. THE CITY OF CHARLESTON DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER SYSTEM.
19. THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE H.O.A. FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER FACILITIES WITHIN THE PRIVATE DRAINAGE EASEMENTS
20. THE ACCESS EASEMENT SHOWN IS DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO THE STORMWATER MANAGEMENT FACILITY. THE LONG-TERM MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT FACILITY IS THE RESPONSIBILITY OF THE OWNER(S) OF THE PARCEL(S) OR TO THE PROPERTY OWNERS ASSOCIATION (P.O.A.) AND SHALL BE COMPLETED IN ACCORDANCE WITH THE COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES COMPLETED FOR THIS SUBDIVISION

ESSEX FARMS PUD MASTER PLAN LAND USE SUMMARY*			
	# UNITS	OPEN SPACE (INCLUDES USABLE, ET-REC, PASSIVE AND NATURAL AREAS)	ET-REC/USABLE OPEN SPACE
PER THE APPROVED ESSEX FARMS PUD MASTER PLAN	75 (LB) 205 (ET-MFR) 775 (ET-R) 1145 TOTAL	61.05 ACRES	15.20 ACRES
PHASE 5A,1B&1C	300 (ET-R)	81.205 ACRES -2.025 ACRES	3.868 ACRES
PHASE 13B	52 (ET-R)	9.164 ACRES	1.343 ACRES
PHASE 13C.1	22 (ET-R)	10.309 ACRES	1.492 ACRES
PHASE 14	24 (ET-R)	0.893 ACRES	0.240 ACRES
PHASE 16A	27 (ET-R)	20.294 ACRES	3.415 ACRES
PHASE 17A,17B&17C	71 (ET-R)	11.094 ACRES	2.250 ACRES
REMAINING TO BE PLATTED/DEVELOPED	75 (LB) 205 (ET-MFR) 381 (ET-R) 921 TOTAL	OPEN SPACE REQUIREMENT SATISFIED	USABLE OPEN SPACE REQUIREMENT SATISFIED

*AMENDED PUD APPROVED BY CHARLESTON CITY COUNCIL APRIL 2012.
SEE PUD MASTER PLAN LAND USE REQUIREMENTS

EXISTING WETLAND BUFFER LINE TO BE ABANDONED BY THIS PLAT AND RELOCATED AS SHOWN
ADJUSTED AREA
342 sq. ft.
0.008 acres

OPEN SPACE DEDICATION STATEMENT

BY THE RECORDING OF THIS PLAT, I HEREBY DEDICATE ALL POND AREAS, OPEN SPACES AND BUFFERS TO THE PROPERTY OWNERS ASSOCIATION (P.O.A.) THEIR SUCCESSORS AND ASSIGNS.

MATTHEW BANKS
VP OF LAND DEVELOPMENT

DEDICATION STATEMENT

BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, I HEREBY DEDICATE ALL ROADS, 50' RIGHT-OF-WAY AND ALL EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

MATTHEW BANKS
VP OF LAND DEVELOPMENT

UNITED STATES OF AMERICA
AGRICULTURE DEPT.
TMS #307-00-00-001

REFERENCES:

PLAT BOOK	PAGE	RECORDED
L 15	0229 – 0231	5-20-2015
L 15	0109 & 0110	3-10-2015
L 14	0173 – 0177	4-22-2014
L 12	0072 & 0073	3-14-2012
L 10	0077 & 0078	3-29-2010

TMS#: 209-00-00-054

ACREAGE CHART

24 LOTS	5.876 ACRES
P.O.A. AREA	0.488 ACRES
ROAD R/W	1.387 ACRES
WETLAND BUFFER	0.663 ACRES
TOTAL	8.401 ACRES

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

PLANNING AND RMC USE ONLY

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

PHILIP R. BRYAN JR.
S.C.P.L.S. No. 25537

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 25537 PHILIP R. BRYAN JR.
SOUTH CAROLINA SEAMON WHITESIDE & ASSOCIATES SURVEYING LLC CERTIFICATE OF AUTHORIZATION

STATE OF SOUTH CAROLINA	)	**EXCLUSIVE STORM**
	)	**WATER DRAINAGE**
	)	**EASEMENT**
COUNTY OF CHARLESTON	)	**CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Centex Homes, a Nevada general partnership (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage pipe and appurtenances ("Storm Water System") across a portion of Carolina Bay Phase 14 designated by Charleston County tax map number 309-00-00-054 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 16 – FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT,** more fully shown on a plat entitled

" A FINAL SUBDIVISION PLAT OF CAROLINA BAY, PHASE 14 OWNED BY CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

",

prepared by SW+A Surveying, LLC, dated 9/10/15, executed by Philip R. Bryan, Jr, on 2/29/16, and recorded in Plat Book L16 at page 0155 in the R.M.C. Office for Charleston County, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

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

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 16 -Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 16 -Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 16 -Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

OWNER
Centex Homes, a Nevada General Partnership
By: ~~Name:~~ Centex Real Estate Corporation
Its: Managing General Partner
By: _____
~~Date:~~ Matthew Raines, Division VP of Land
Date: 3/7/16

Witness #1

Witness #2

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: Laura S. Cabiness
Its: Director of Public Service
Date: _____

STATE OF SOUTH CAROLINA) **PROBATE**
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew Raines, Division VP of Land sign, on behalf of, Centex Homes, a Nevada General Partnership, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness #1

SWORN to before me this
7 day of March, 2016.

Meagan Whitlow
Notary Public for South Carolina
My Commission Expires: 09-14-2025

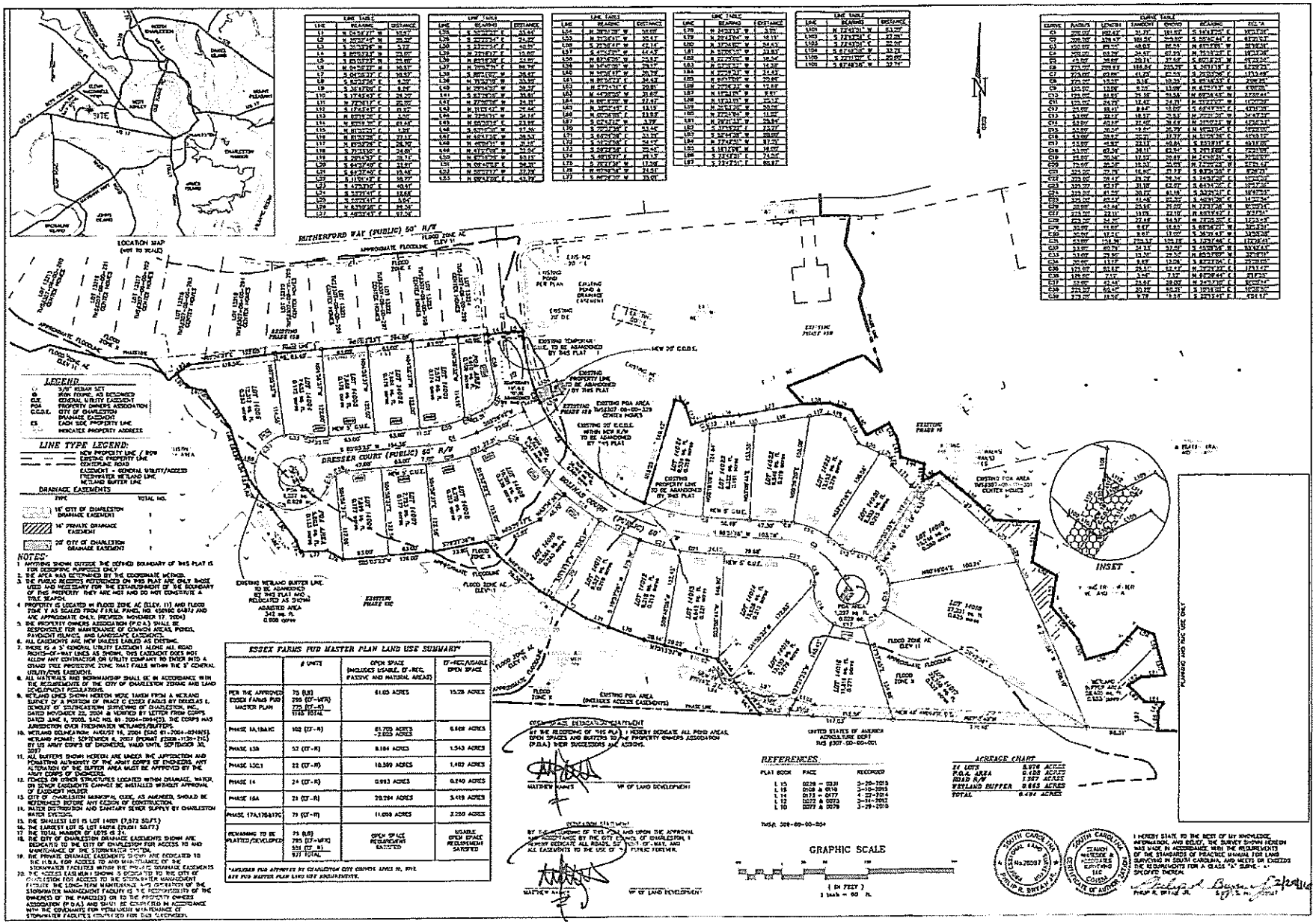
STATE OF SOUTH CAROLINA) **PROBATE**
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of, _____, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

_____
Signature of Witness

SWORN to before me this
_____ day of _____, 20_____.

_____
Notary Public for South Carolina
My Commission Expires: _____



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 04°58'27" W	10.47'
L2	N 05°20'45" W	20.00'
L3	S 04°58'28" W	5.77'
L4	S 04°58'27" W	20.00'
L5	S 05°03'23" W	20.00'
L6	N 04°58'27" W	10.57'
L7	S 04°58'27" E	10.57'
L8	S 05°03'23" E	8.00'
L9	S 04°57'00" E	8.00'
L10	S 17°45'43" E	24.00'
L11	N 72°58'17" E	20.00'
L12	S 17°45'43" E	21.57'
L13	N 87°19'30" E	5.00'
L14	N 87°19'30" E	21.45'
L15	N 87°19'30" E	1.00'
L16	N 87°19'30" E	27.17'
L17	N 87°19'30" E	26.70'
L18	S 71°53'30" E	24.00'
L19	S 29°14'30" E	20.71'
L20	S 64°37'40" E	21.87'
L21	S 64°37'40" E	10.46'
L22	S 11°01'42" E	10.77'
L23	S 47°53'10" E	40.41'
L24	S 50°21'41" E	12.66'
L25	S 50°21'41" E	5.00'
L26	N 63°59'30" E	20.00'
L27	S 40°07'43" E	27.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L28	S 50°21'41" E	33.41'
L29	S 50°21'41" E	24.00'
L30	S 21°00'24" E	40.00'
L31	N 72°18'17" E	15.00'
L32	N 89°18'30" E	24.00'
L33	N 72°18'17" E	20.00'
L34	S 89°18'30" W	30.00'
L35	N 72°18'17" W	30.00'
L36	N 72°18'17" W	30.00'
L37	N 72°18'17" W	30.00'
L38	S 89°18'30" W	30.00'
L39	N 72°18'17" W	30.00'
L40	N 72°18'17" W	30.00'
L41	S 87°19'30" W	30.00'
L42	N 72°18'30" W	24.00'
L43	N 71°03'42" W	20.00'
L44	N 72°18'17" W	24.00'
L45	N 05°20'24" E	23.00'
L46	S 67°18'30" W	27.00'
L47	N 48°51'30" W	30.00'
L48	N 48°51'30" W	30.00'
L49	N 47°07'30" W	30.00'
L50	N 87°19'30" W	30.00'
L51	N 05°40'30" E	30.00'
L52	N 50°07'17" W	32.00'
L53	N 50°47'30" E	42.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L54	N 30°51'30" W	30.00'
L55	N 30°51'30" W	30.00'
L56	S 29°58'41" W	42.14'
L57	S 47°07'30" W	44.43'
L58	N 87°19'30" W	30.00'
L59	N 74°40'00" W	29.00'
L60	N 50°08'17" W	30.00'
L61	N 87°19'30" W	30.00'
L62	N 87°19'30" W	30.00'
L63	N 44°28'30" W	31.60'
L64	N 89°18'30" W	27.47'
L65	N 30°51'30" E	13.19'
L66	N 50°08'30" E	23.00'
L67	S 02°41'30" W	4.00'
L68	S 50°21'30" E	53.00'
L69	S 50°21'30" E	53.00'
L70	S 50°21'30" E	54.00'
L71	S 50°21'30" E	53.00'
L72	S 50°21'30" E	22.00'
L73	S 40°15'30" E	20.00'
L74	S 40°15'30" E	20.00'
L75	S 72°21'30" E	17.00'
L76	N 50°08'30" W	24.00'
L77	S 40°08'30" W	30.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L78	N 74°21'30" W	5.00'
L79	N 29°43'30" W	18.11'
L80	N 37°54'30" W	24.43'
L81	N 37°54'30" W	31.00'
L82	N 37°54'30" W	18.00'
L83	N 37°54'30" W	14.00'
L84	N 37°54'30" W	24.43'
L85	N 87°19'30" W	20.00'
L86	N 29°43'30" W	17.00'
L87	N 11°01'30" W	9.00'
L88	N 11°01'30" W	20.00'
L89	N 30°51'30" W	30.00'
L90	N 72°18'30" W	11.00'
L91	N 72°18'30" W	20.00'
L92	S 37°54'30" E	23.00'
L93	S 30°44'30" W	20.00'
L94	N 72°18'30" W	17.00'
L95	S 11°17'30" W	18.00'
L96	S 72°18'30" E	24.00'
L97	S 72°18'30" E	20.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L101	N 72°41'30" W	63.00'
L102	S 72°41'30" E	27.00'
L103	S 72°41'30" E	32.00'
L104	S 67°40'30" W	33.71'
L105	S 72°41'30" E	20.00'
L106	S 67°40'30" W	32.71'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	200.00'	102.42'	51.77'	101.02'	S 14°51'30" E	30°21'30"
C2	200.00'	138.43'	71.45'	135.00'	S 50°45'44" E	61°21'53"
C3	100.00'	89.00'	48.03'	86.05'	N 61°19'30" W	50°18'30"
C4	200.00'	93.20'	34.47'	67.85'	N 75°31'30" E	18°31'30"
C5	45.00'	38.00'	20.11'	37.68'	S 60°18'30" W	48°22'30"
C6	275.00'	209.83'	116.84'	205.00'	S 30°31'18" E	43°29'30"
C7	275.00'	62.00'	41.25'	61.85'	S 28°03'30" E	12°55'00"
C8	275.00'	13.25'	3.16'	10.20'	S 05°18'43" E	2°58'30"
C9	125.00'	13.00'	9.75'	13.00'	N 67°21'13" W	6°00'00"
C10	125.00'	81.00'	21.18'	40.53'	N 68°24'43" W	37°08'41"
C11	125.00'	24.75'	12.42'	24.71'	N 71°22'30" W	11°20'30"
C12	25.00'	18.41'	9.64'	18.00'	S 48°47'30" E	42°11'30"
C13	53.00'	32.17'	16.57'	31.67'	N 72°21'30" W	34°47'30"
C14	53.00'	40.18'	21.40'	38.44'	N 38°09'43" W	43°26'30"
C15	53.00'	30.50'	15.60'	30.09'	N 10°21'30" E	32°58'30"
C16	53.00'	30.50'	15.60'	30.09'	N 21°36'30" E	32°58'30"
C17	53.00'	41.92'	22.11'	40.84'	S 83°18'30" E	45°18'30"
C18	53.00'	67.36'	38.11'	62.84'	S 37°18'30" E	72°21'30"
C19	53.00'	30.54'	17.53'	30.09'	N 24°36'30" W	32°58'30"
C20	53.00'	30.50'	15.53'	30.09'	N 72°21'30" W	32°58'30"
C21	325.00'	22.75'	16.00'	22.75'	S 83°21'30" E	8°28'30"
C22	325.00'	20.47'	20.79'	20.34'	S 74°57'30" E	10°28'30"
C23	325.00'	83.17'	31.18'	62.07'	S 64°24'30" E	10°57'30"
C24	325.00'	81.00'	30.17'	61.18'	S 53°21'30" E	10°47'30"
C25	325.00'	80.47'	41.48'	62.30'	S 40°21'30" E	14°27'30"
C26	30.00'	42.66'	25.56'	39.00'	N 72°21'30" W	80°00'00"
C27	275.00'	22.11'	11.05'	22.10'	N 68°19'43" E	9°13'30"
C28	225.00'	24.00'	22.48'	24.00'	N 72°21'30" E	12°15'30"
C29	30.00'	11.00'	9.67'	11.00'	S 68°24'30" W	10°29'30"
C30	30.00'	17.15'	9.07'	17.00'	S 36°21'43" W	33°58'30"
C31	53.00'	108.36'	220.33'	102.28'	S 72°21'46" E	117°08'41"
C32	53.00'	60.75'	34.13'	57.48'	S 43°08'30" W	63°43'43"
C33	53.00'	29.80'	15.26'	29.50'	N 65°21'30" W	32°08'30"
C34	30.00'	13.17'	6.67'	13.06'	S 82°21'30" E	25°08'30"
C35	175.00'	93.13'	29.51'	92.47'	N 72°21'30" E	17°11'43"
C36	175.00'	7.17'	3.60'	7.17'	N 67°20'44" E	2°18'30"
C37	53.00'	42.44'	23.64'	38.00'	N 24°57'30" E	50°07'30"
C38	275.00'	60.40'	30.29'	60.31'	S 10°21'30" E	10°28'30"
C39	275.00'	19.50'	9.79'	19.50'	S 20°13'43" E	4°04'17"

NO.	DATE	DESCRIPTION	BY
(1)	1-18-16	Approved SW-1 comments	PB
(2)	2-22-16	Approved SW comments	PB

1035-B Jenkins Road
Charleston, SC 29407
(843) 795-9330
BWA surveying LLC

A FINAL SUBDIVISION PLAT OF CAROLINA BAY, PHASE 14

OWNED BY CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP
LOCATED IN THE CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: 9.10.2015
DRAWN: JKR
CHECK: FDD
CC:
JOB: 15-59
DWG: C814
SHEET: 1 OF 1

STATE OF SOUTH CAROLINA	)	**EXCLUSIVE STORM**
	)	**WATER DRAINAGE**
	)	**EASEMENT**
COUNTY OF CHARLESTON	)	**CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Centex Homes, a Nevada general partnership (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage pipe and appurtenances ("Storm Water System") across a portion of Carolina Bay Phase 14 designated by Charleston County tax map number 309-00-00-054 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 20 – FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT,** more fully shown on a plat entitled

" A FINAL SUBDIVISION PLAT OF CAROLINA BAY, PHASE 14 OWNED BY CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

",

prepared by SW+A Surveying, LLC, dated 9/10/15, executed by Philip R. Bryan, Jr, on 2/29/16, and recorded in Plat Book _____ at page _____ in the R.M.C. Office for Charleston County, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

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

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 20-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 20-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 20 -Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

Witness #1

Witness #2

OWNER
Centex Homes, a Nevada General Partnership
By: ~~Name:~~ Centex Real Estate Corporation
Its: Managing General Partner
By:
~~Date:~~ Matthew Raines, Division VP of Land
Date: 3/7/16

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: Laura S. Cabiness
Its: Director of Public Service
Date:

STATE OF SOUTH CAROLINA) **PROBATE**
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew Raines, Division VP of Land sign, on behalf of, Centex Homes, a Nevada General Partnership, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness #1

SWORN to before me this
7 day of March, 20 16.

Meagan Whitlaw
Notary Public for South Carolina
My Commission Expires: 09-14-2025

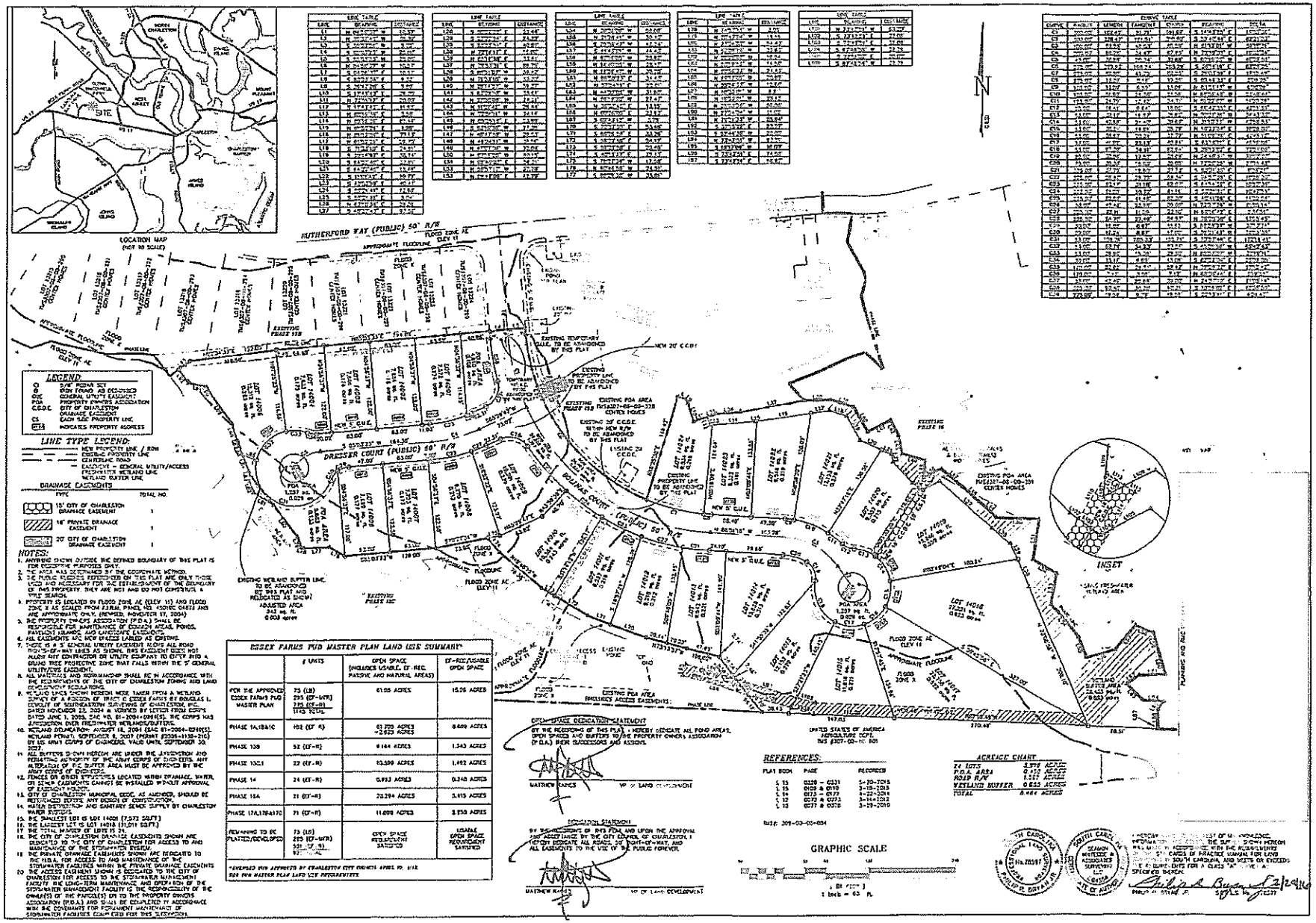
STATE OF SOUTH CAROLINA) **PROBATE**
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of, _____, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

_____
Signature of Witness

SWORN to before me this
_____ day of _____, 20_____.

_____
Notary Public for South Carolina
My Commission Expires: _____


LOCATION MAP
(NOT TO SCALE)
RUTHERFORD WAY (PUBLIC) 50' R/W
DRESSER COURT (PUBLIC) 50' R/W
BOLINS COURT (PUBLIC) 50' R/W
LEGEND
LINE TYPE LEGEND
DRAINAGE EASEMENTS
NOTES:
ESSEX FARMS PUD MASTER PLAN LAND USE SUMMARY*
OPEN SPACE DEDICATION STATEMENT
REFERENCES:
ACREAGE CHART
GRAPHIC SCALE
INSET
1035-B Jenkins Road
Charleston, SC 29407
(843) 795-9330
A FINAL SUBDIVISION PLAT OF
CAROLINA BAY, PHASE 14
OWNED BY CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP
LOCATED IN THE CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
DATE 9.10.2015
SHEET 1 OF 1

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

J2(11)

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

J2 (iii)

BID SPECIFICATIONS

FOR

FRANCHISE OF STREET VENDOR SPACES

CITY OF CHARLESTON, SOUTH CAROLINA

AUGUST 21, 2016 – AUGUST 20, 2017

NOTICE OF BID OPENING

THE BID OPENING FOR FRANCHISES OF STREET VENDOR SPACES FOR THE SALE OF FOOD OR DRINK OR READING MATERIAL SOLD IN CONJUNCTION WITH THE SALE OF FOOD OR DRINK IS SCHEDULED FOR JUNE 23, 2016, AT 2:00 P.M., IN THE SECOND FLOOR CONFERENCE ROOM, 50 BROAD STREET, CHARLESTON, SOUTH CAROLINA.

NOTICE FOR SOLICITATION OF BIDS FOR STREET VENDOR SPACES IN THE CITY OF CHARLESTON

The City of Charleston hereby gives notice that it will be accepting sealed bids for the franchising of 16 designated vendor spaces within the City from which the sale of food or drink or reading material sold in conjunction with the sale of food or drink from stationary vehicles, carts or devices may be had.

Bidders will be required to comply with all provisions of Article V of Chapter 17 of the *Code of the City of Charleston.* No bidder will be deemed eligible to submit a bid in accordance with this Solicitation unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City **WHEN DUE** pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation

The successful bidder will be required to execute a Franchise Agreement with the City. Copies of the bid packages, including the proposed Franchise Agreement, may be picked up at the Office of the Deputy Corporation Counsel of the City of Charleston, 50 Broad Street – 2nd Floor, Charleston, South Carolina, from 9:00 a.m. to 5:00 p.m., beginning on **May 30, 2016** through **June 23, 2016**, at 11:45 a.m. The designated vendor spaces subject to being franchised are delineated on a Map of Street Vendor Spaces which may be viewed at the Office of the Deputy Corporation Counsel at 50 Broad Street, 2nd floor, in Charleston, SC. **As a condition to be eligible to submit a bid for Vendor Space Number 15, the bidder must comply with the pre-bid requirements set forth in Exhibit A.**

Signed and sealed bids must be submitted to the Office of the Deputy Corporation Counsel at the above address no later than **June 23, 2016**, at **12:00 noon.** Bids will be opened and read aloud on **June 23, 2016**, at **2:00 p.m.,** in the Office of the Deputy Corporation Counsel.

Minimum bids for each of the 16 designated vendor spaces to be franchised have been established and are set forth in the bid package.

All bids must be accompanied by a deposit in the form of certified funds representing ten (10%) percent of the bid price for each space being bid upon. The successful bidder's deposit will be applied toward the franchise fee of the successful bidder. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

It is the intent of the City to award a franchise to the highest responsive responsible bidder for each space.

Any violation of the terms or conditions of the Franchise Agreement will be subject to enforcement by the Municipal Summons Ordinance with penalties and fines as set forth in § 1-16 of the *Code of the City of Charleston* or termination of the Franchise Agreement, at the sole discretion of the City.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS NOT DEEMED BY IT TO BE IN THE CITY'S BEST INTEREST. THE CITY ALSO RESERVES THE RIGHT TO WAIVE INFORMALITIES.

INSTRUCTIONS TO BIDDERS:

Bidders are responsible for familiarizing themselves with all requirements of these Bid Specifications which include the **Notice to Bidders, Map of 2016-2017 Street Vendor Locations marked as Exhibit B, attached hereto and incorporated by reference herein, List of Minimum Bid Requirements for each space subject to this Solicitation, Bid Specifications and the Franchise Agreement which are attached hereto and incorporated by reference herein.**

Please note the Street Vendor Spaces have been renumbered and are different than the 2015-2016 Street Vendor Space numbers and locations.

THERE ARE THREE (3) DESIGNATED STREET VENDOR SPACES INCLUDED IN THIS SOLICITATION IDENTIFIED AS VENDOR SPACES #4 IN WATERFRONT PARK, VENDOR SPACE #14 IN MARION SQUARE AT THE CORNER OF CALHOUN AND MEETING STREETS AND VENDOR SPACE #15 IN MARION SQUARE NEAR THE CORNER OF CALHOUN AND KING STREETS MORE FULLY SHOWN ON EXHIBITS C, D AND E ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN. IF ANY OF THESE VENDOR SPACES IS NOT FRANCHISED BY CITY COUNCIL IN ACCORDANCE WITH THIS SOLICITATION, IT WILL NOT AVAILABLE FOR USE BY ANY VENDOR ON A FIRST-COME, FIRST-SERVE BASIS AT ANY TIME. IF SUCH DESIGNATED VENDOR SPACE(S) IS/ARE FRANCHISED IN ACCORDANCE WITH THIS

SOLICITATION, EACH VENDOR SPACE HAS ADDITIONAL REQUIREMENTS WHICH ARE CONTAINED IN THE FRANCHISE AGREEMENT.

The Bid Form must be completely filled in and the signature of the bidder must be in his or her own hand, in ink. A bid deposit of ten (10%) percent of the bid price in the form of certified funds must accompany each bid. The successful bidder's deposit will be applied toward his franchise fee. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

Unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City <u>WHEN DUE</u> pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation, the bidder's bid will not be accepted.

The Office of the Deputy Corporation Counsel is located at 50 Broad Street, 2nd Floor, Charleston, South Carolina and will be receiving bids until 12:00 noon, on **June 23, 2016**. Thereafter, at 2:00 p.m., on **June 23, 2016**, bids timely received will be opened and read aloud in the Office of the Deputy Corporation Counsel.

Any bid, along with the appropriate deposit, must be enclosed in a sealed envelope. The envelope will be addressed **"Bid for Street Vendor Space"**, and will contain the name, address and telephone number of the bidder.

The City reserves the right to reject any or all bids not deemed by it to be in its best interest and to waive informalities.

ATTENTION BIDDERS

Minimum Bid Requirements:

Space Number 1.....$1,500.00 minimum bid.
Space Number 2.....$1,500.00 minimum bid.
Space Number 3.....$1,200.00 minimum bid.
Space Number 4.....$7,500.00 minimum bid.
Space Number 5.....$1,500.00 minimum bid.
Space Number 6.....$2,500.00 minimum bid.
Space Number 7.....$1,500.00 minimum bid.
Space Number 8.....$1,500.00 minimum bid.
Space Number 9.....$1,200.00 minimum bid.
Space Number 10.....$1,200.00 minimum bid.
Space Number 11 .....$1,500.00 minimum bid.
Space Number 12.....$1,200.00 minimum bid.
Space Number 13.....$1,200.00 minimum bid.
Space Number 14.....$2,500.00 minimum bid.
Space Number 15.....$2,500.00 minimum bid.
Space Number 16.....$1,500.00 minimum bid.

_____
Signature of Bidder

_____
Name of Bidder (Print Name)

_____
Street Address

_____
City, State & Zip

_____
Telephone

_____
Date

Hours of operation for Vendor Space Number 14 in Marion Square at the corner of Calhoun and Meeting Streets and Vendor Space Number 15 in Marion Square near the corner of Calhoun and King Streets have been expanded and are set forth in Section 4(C) for Vendor Space Number 14 and in Section 5(D) for Vendor Space Number 15 in the Franchise Agreement which is included in the 2016-2017 Bid Package for Street Vendor Spaces.

Bid Form

Space No.	Bid	Deposit	Can you comply with the requirements of the Franchise Agreement? (Circle One)
1.	_____	_____	Yes/No
2.	_____	_____	Yes/No
3.	_____	_____	Yes/No
4.	_____	_____	Yes/No
5.	_____	_____	Yes/No
6.	_____	_____	Yes/No
7.	_____	_____	Yes/No
8.	_____	_____	Yes/No
9.	_____	_____	Yes/No
10.	_____	_____	Yes/No
11.	_____	_____	Yes/No
12.	_____	_____	Yes/No
13.	_____	_____	Yes/No
14.	_____	_____	Yes/No
15.	_____	_____	Yes/No
16.	_____	_____	Yes/No

Exhibit A

2016-2017
Requirements for Bids
For Space Number 15

As a condition to being eligible to submit a bid for Vendor Space Number 15, any person who desires to bid on Vendor Space Number 15 will comply with the following pre-bid requirements:

A. As a pre-requisite to being eligible to bid on Vendor Space Number 15, he will submit a full listing and description of the food item(s), including sources of produce and local ingredients, he desires to sell at Vendor Space Number 15 (the "Submittal") to City of Charleston Legal Department at 50 Broad Street, Charleston, SC, no later than June 8, 2016. Upon the Grantor's receipt of the Submittal, the Grantor will convene a jury panel during June 13th and June 17th, 2016 to evaluate and score the Submittal using the criteria set forth in Page 5, Page 6 and Paragraph 2, page 7 of the Charleston Farmers Market 2016 Vendor Manual ("Manual") which is available online at http://www.charlestonfarmersmarket.com/cfm- applications/ and all other requirements in the Manual that apply to Food Concessions. By June 18, 2016, the Grantor will notify all persons whose Submittals were juried to advise who is pre-qualified to bid on Vendor Space #15.

B. If any person is pre-qualified to bid on Vendor Space Number 15 and is approved by City Council to enter into a Franchise Agreement for Vendor Space Number 15, the requirement set forth in A. above will only be mandatory on the days of the Charleston Farmers Market, Piccolo Spoleto, MOJA, Holiday Magic and any other special event at Marion Square that is sponsored by the City of Charleston.

Vendor Space Number 15 will not be available to the successful bidder/Franchisee from February 17, 2017 – April 4, 2017 due to the use of Marion Square for special events during this time.

If Vendor Space Numbers 4, 14 or 15 are not franchised in accordance with this Solicitation, the said Vendor Space not franchised shall not be available to Vendors on a first-come/first-serve basis at any time.

Any Vendor Space is subject to being re-bid, if needed, at the election of the City of Charleston.

Exhibit A

Exhibit B

2016-2017
Map
Of Street Vendor Spaces

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

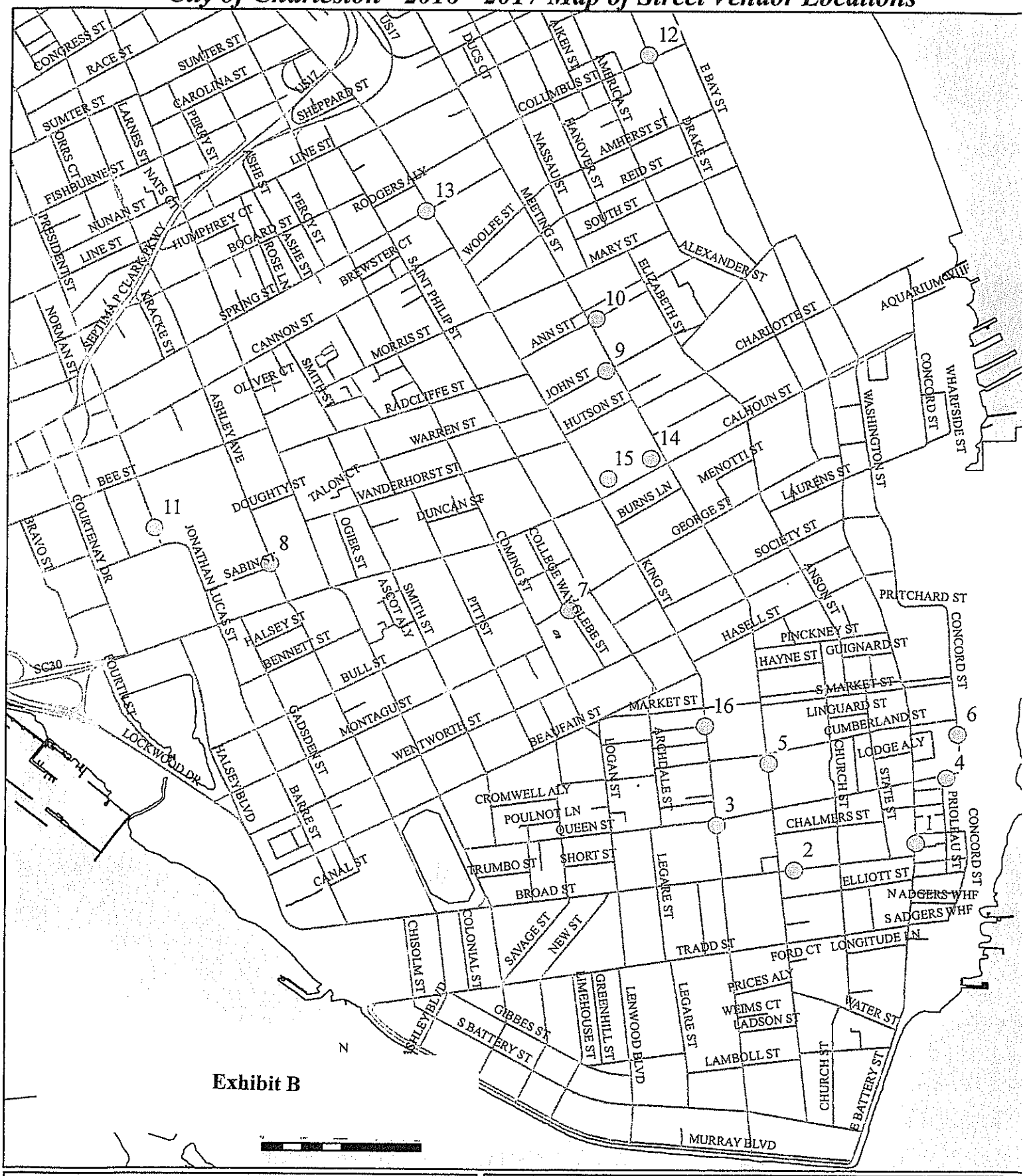

Exhibit B

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit C

2016-2017
Map
Of Vendor Space Number 4
At Waterfront Park

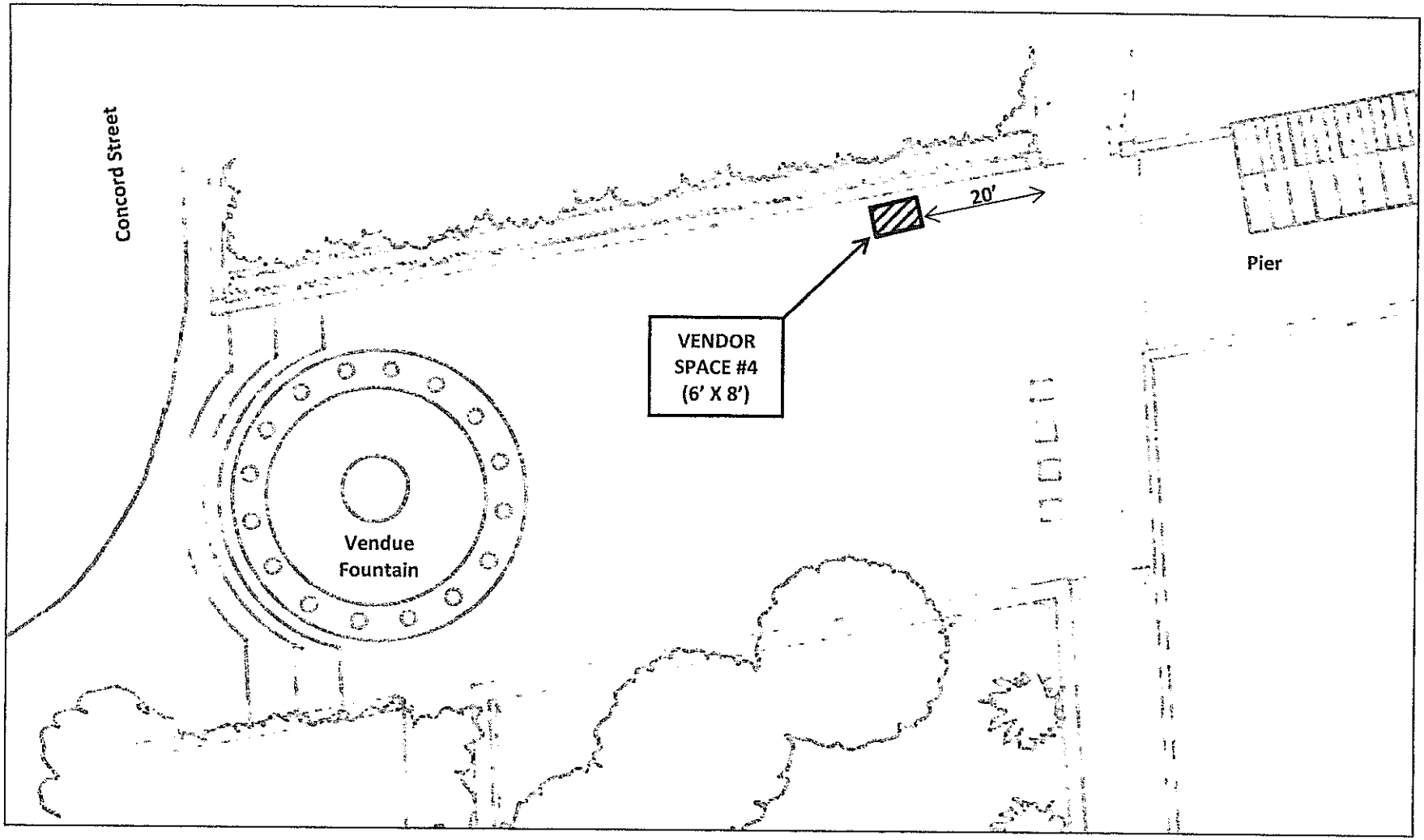


Exhibit C

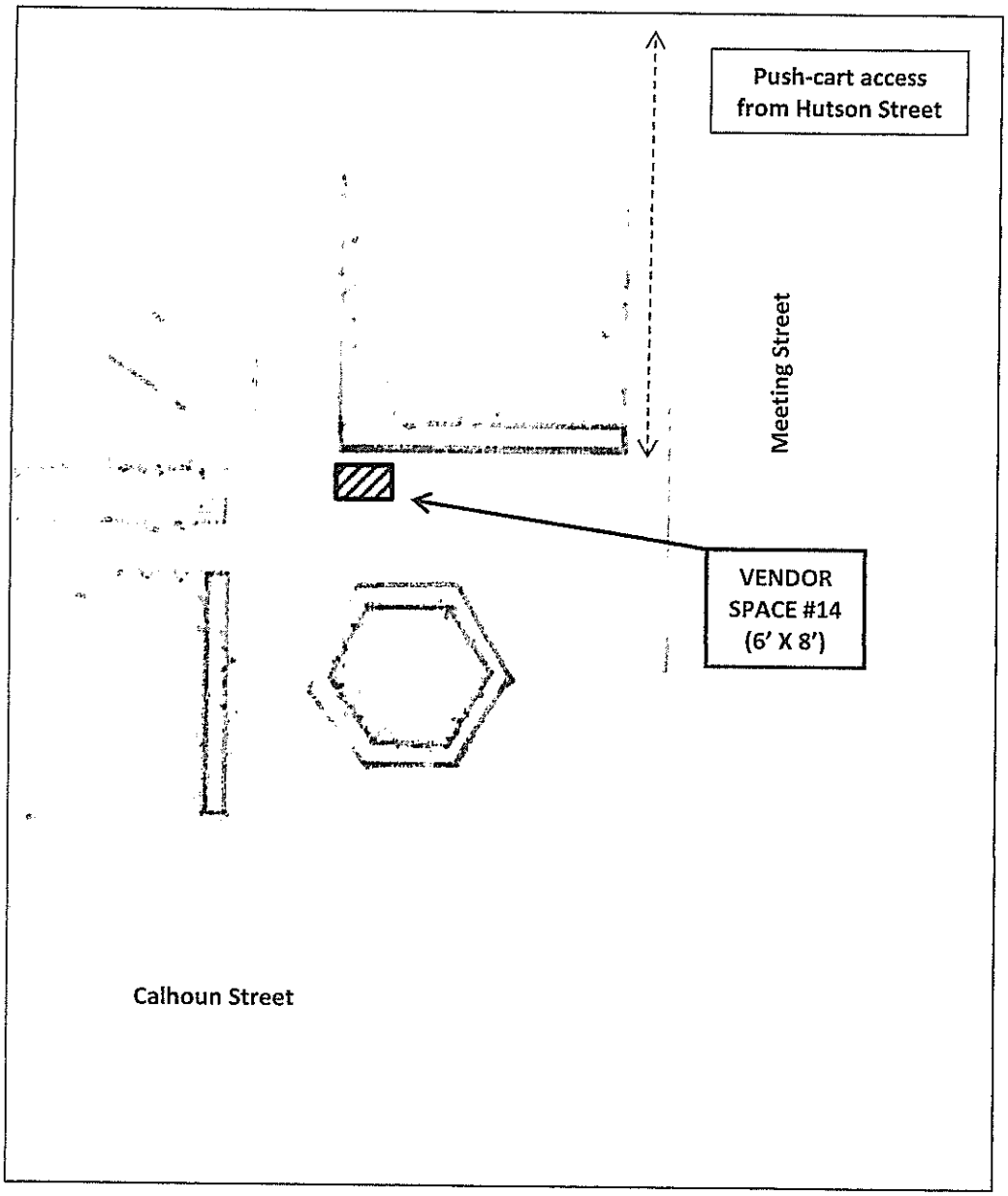
Waterfront Park - Vendor Locations

Not to Scale

NORTH

Exhibit D

2016-2017
Map
Of Vendor Space Number 14
At Calhoun and Meeting Streets
In Marion Square



Marion Square - Vendor Location (#14)

Exhibit D

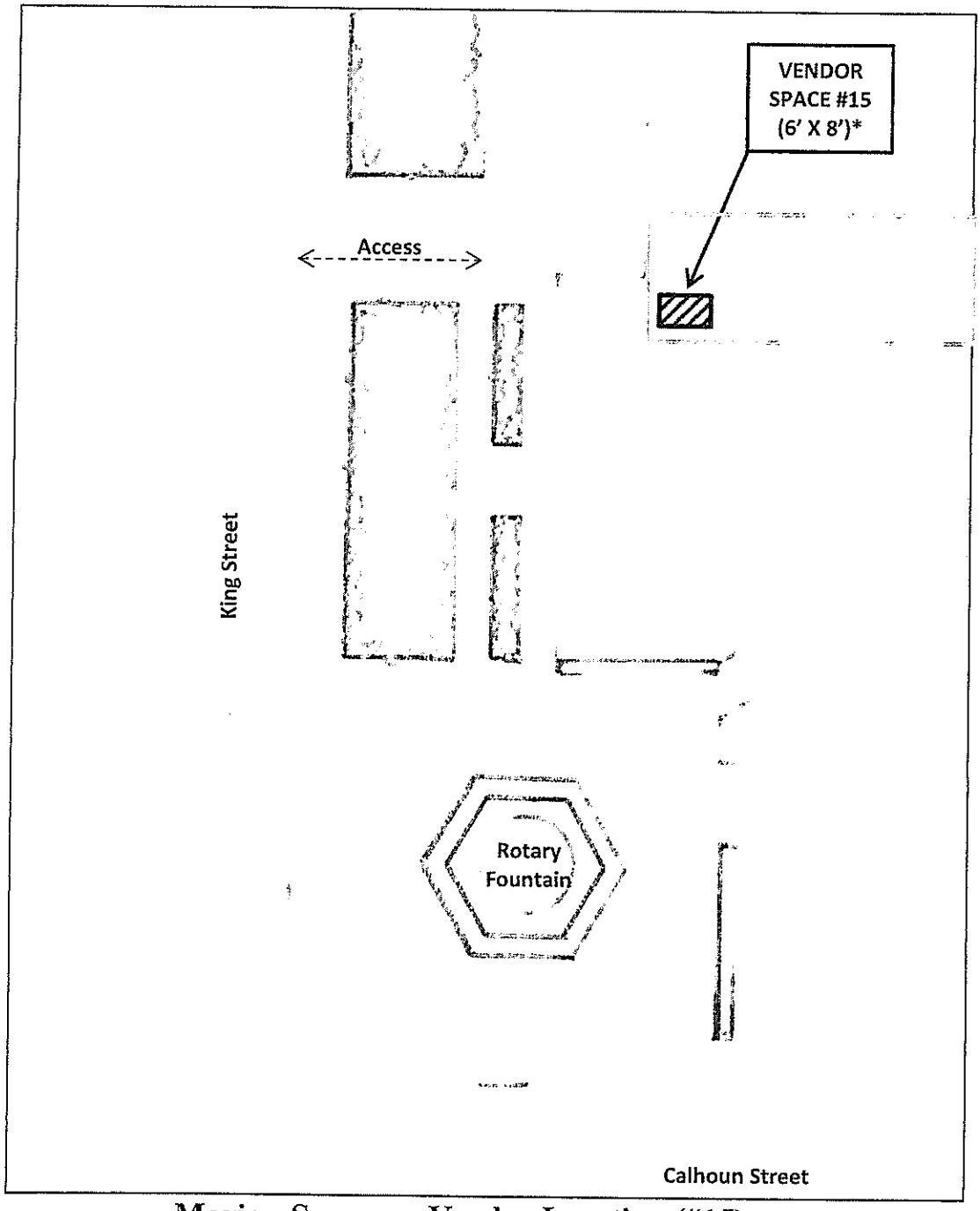
Not to Scale

NORTH

NOTE: Vendor space will be 6' x 8'.

Exhibit E

2016-2017
Map
Of Vendor Space Number 15
Near Calhoun and King Streets
At Marion Square



Marion Square - Vendor Location (#15)

Exhibit E

Not to Scale

NORTH

*NOTE: Vendor Space No. 15 will be 6' x 8' or as modified by the Grantor, in the Grantor's sole discretion. The location of Vendor Space No. 15 may also be relocated by the Grantor within Marion Square, in the Grantor's sole discretion. For more information regarding these conditions, see Section 5(A) of the 2016-2017 Franchise Agreement that is contained in the 2016-2017 Bid Package.

J2 (iv)

STATE OF SOUTH CAROLINA	)	
	)	**FRANCHISE AGREEMENT**
COUNTY OF CHARLESTON	)	**2016-2017**

FRANCHISE AGREEMENT executed this ____ day of _____, 2016, by and between the **CITY OF CHARLESTON,** South Carolina (herein the "Grantor"), and _____ (herein the "Grantee") for **Vendor Space Number _____, located at** _____).

WHEREAS, § 17-121 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for the sale of food, drink or reading material sold in conjunction with the sale of food or drink (the "Vendor Spaces" and individually the "Vendor Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Vendor Space(s) as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and City Council, at a meeting held on _____**, 2016**, approved the specifications for the franchising of Vendor Spaces, as are contained herein; and

WHEREAS, after advertising for, and receipt of sealed bids, it has been determined that the franchise for the Vendor Spaces hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of $3.00, the receipt and sufficiency of which are hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the first right and privilege to sell food, drinks or reading material sold in conjunction with the sale of food or drink from a stationary cart, vehicle or device (the "Stationary Cart") in **Vendor Space Number** ___ as is hereinafter delineated, subject to the terms and conditions hereinafter set forth.

2. For Franchised Vendor Spaces 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16:

A. The location of the Vendor Space which is the subject of this Franchise Agreement is located at _____, and measures and contains approximately 70 square feet with dimensions of 7 feet wide by 10 feet long, and is designated as **Vendor Space Number ___ (the "Vendor Space")** on a **Map of Street Vendor Spaces** marked as "Exhibit A," attached hereto and incorporated by reference herein.

<u>Please note the Street Vendor Spaces have been renumbered and are different than the 2015-2016 Street Vendor Space numbers and locations</u>.

B. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 2(A) above. Prior to the execution of this Franchise Agreement and as a condition precedent thereto, if needed, Grantor shall inspect Grantee's Stationary Cart in the Vendor Space to verify Grantee's ability to comply with the requirements set forth in Paragraphs 2(A) and 2(B) above. If Grantee's Stationary Cart does not comply with such requirements, Grantee shall not be permitted to sign this Franchise Agreement until such time as Grantee shall comply with requirements.

C. No generator, electricity or open flames shall be permitted in any Vendor Space.

3. Additional Requirements for Franchised Vendor Space Number 4:

A. The location of Vendor Space Number 4 is located at **Waterfront Park,** and measures 6' by 8' in size and is designated as **Vendor Space Number 4 (the "Space")** on a **Map of Street Vendor Spaces** marked "Exhibit A," attached hereto and incorporated by reference herein and further defined in "Exhibit B," attached hereto and incorporated by reference herein.

No motorized vehicle shall be used to tow or pull the Stationary Cart to or from Vendor Space Number 4 within Waterfront Park. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate

within the boundaries of the Vendor Space as set forth in Paragraph 3(A) above. The Grantor reserves the right to relocate Vendor Space Number 4 within Waterfront Park in its sole discretion.

Vendor Space Number 4 shall not be available to any other licensed vendor on a first-come, first serve basis.

B. No generator, electricity or open flames shall be permitted in Vendor Space Number 4.

4. Additional Requirements for Franchised Vendor Space Number 14:

A. Vendor Space Number 14 is located in **Marion Square** at the corner of Calhoun and Meeting Streets and measures 6' by 8' in size and is designated on the **Map of Street Vendor Space Number 14** marked as "Exhibit C" attached hereto and incorporated by reference herein. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 4(A) above.

B. Grantee shall only access Marion Square in order to place and remove a Stationary Cart at Vendor Space Number 14 in the following particulars:

1. As to Vendor Space Number 14, Grantee shall be prohibited from driving his vehicle onto Marion Square for the purpose of placing

or removing the Stationary Cart at Vendor Space Number 14. Grantee shall only be permitted to hand-push the Stationary Cart within Marion Square for the sole purpose of setting up and removing the Stationary Cart from Vendor Space Number 14. Public-metered parking spaces are available to the Grantee on Hutson and Meeting Streets in which Grantee is permitted to park his vehicle, unload and load his Stationary Cart from his vehicle and hand-push his Stationary Cart into and out of Vendor Space Number 14 in Marion Square. The Grantee shall be permitted to stand in the area of Marion Square immediately adjacent to Vendor Space Number 14 while conducting business therefrom. No generator, electricity or open flames shall be used within Vendor Space No 14. The Grantor reserves the right to relocate Vendor Space Number 14 within Marion Square in its sole discretion.

C. With respect to Vendor Space Number 14, in addition to the permitted Hours of Operation set forth in Section 10 herein, Grantee of Vendor Space Number 14 shall be permitted to use Vendor Space Number 14 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

D. Vendor Space Number 14 shall not be available to any other licensed vendor on a first-come, first-serve basis at any time.

5. Additional Requirements for Franchised Vendor Space Number 15:

A. Vendor Space Number 15 is located in **Marion Square** near the corner of Calhoun and King Streets, measures 6' by 8' in size or as approved by the Grantor and is designated on the **Map of Street Vendor Spaces Number 15** marked as "Exhibit D" attached hereto and incorporated by reference herein. The Grantor reserves the right to relocate Vendor Space Number 15 during special events at Marion Square, including but not limited to the Charleston Farmers Market, Piccolo Spoleto, MOJA, Holiday Magic and New Year's Eve. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above.

B. Grantee shall only be permitted to drive his vehicle onto Marion Square from King Street using the access area from King Street more fully shown on Exhibit D for the sole purpose of setting up and removing his Stationary Cart from Space No. 15. Once Grantee has brought his Stationary Cart onto Marion Square in accordance with this section, Grantee shall be required to detach his Stationary Cart from his vehicle, hand-push his Stationary Cart to Space No. 15 and remove his vehicle from the access area in Marion Square. When exiting Marion Square, Grantee shall also be required to hand-push his Stationary Cart

from Space No. 15 to the access area and then to load his Stationary Cart onto a vehicle and remove it from Marion Square. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above. The Grantee shall be permitted to stand in the area immediately adjacent to Space No. 15 while conducting business therefrom. No generator, electricity or open flames shall be used within Space No 15. The Grantor reserves the right to relocate Space Number 15 within Marion Square in its sole discretion.

C. Vendor Space Number 15 shall not be available to any other licensed vendor on a first-come, first-serve basis.

D. With respect to Vendor Space Number 15, in addition to the permitted Hours of Operation set forth in Section 11 herein, Grantee of Vendor Space Number 15 shall be permitted to use Vendor Space Number 15 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

6. Term:

The term of this Franchise Agreement shall be for a period of one (1) year commencing **August 21, 2016, and ending August 20, 2017.**

7. Franchise Fee:

As and for the right to utilize the Vendor Space pursuant to the terms of this Franchise Agreement, and as a Franchise Fee therefor, the Grantee shall pay unto the Grantor the sum of **$**_____ in the form of certified funds with at least one-half (50%) of said sum being due and payable to the Grantor at the Office of the Deputy Corporation Counsel upon the execution of this Franchise Agreement on **July 5 - 7, 2016**, and the final one-half (50%) of said sum in like form being due and payable at the office of the Office of Deputy Corporation Counsel on or before **November 13, 2016.**

8. Business License/Street Vendor Permit:

Notwithstanding the payment of the Franchise Fee as set forth in Paragraph 7, the Grantee shall, throughout the term of this Franchise Agreement, maintain a current City of Charleston business license and approved criminal background check in accordance with § 17-95 of the *Code of the City of Charleston* with the Grantor. In addition to the requirements set forth in § 17-95 of the *Code of the City of Charleston*, Grantee shall submit a copy of his or her birth certificate and, if applicable, a Court Order amending his or her birth name as it appears on his or her birth certificate to the City prior to the criminal background check of the Grantee being processed by the Charleston Police Department. Failure by the Grantee to receive an approved criminal background check in

accordance with this Paragraph shall constitute grounds for Grantor not approving the Franchise Agreement or immediately terminating the Franchise Agreement with the Grantee at no cost to the Grantor. No employee of a Grantee shall operate in the Vendor Space pursuant to this Franchise Agreement unless the employee has received an approved criminal background check in accordance with the provisions of this Paragraph and provided same to the Grantor.

9. Public Liability Insurance:

As a condition of this Franchise Agreement, the Grantee shall acquire and maintain, throughout the term of this Franchise Agreement, public liability insurance insuring against personal injury, death and property damage arising out of Grantee use of the Vendor Space with minimum limits of $300,000.00 per person, $600,000.00 per occurrence and $300,000.00 for property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified in writing at least ten (10) days in advance of any cancellation of or change in the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Franchise Agreement and during the term of the Franchise Agreement as requested by the Grantor. Notwithstanding this requirement for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims, losses, damages, judgments and expenses, including attorney's fees, that may arise or be alleged to have arisen as a result of the Grantee utilizing the Vendor Space which is the subject of this Franchise Agreement.

10. Health Regulations:

The Grantee shall, throughout the term of this Franchise Agreement, comply with any and all applicable rules and regulations as may be promulgated by the South Carolina Health Department ("SCDHEC") pertaining to the public sale or dispensing of food or drink.

11. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to the exclusive use of the Vendor Space from 7:00 a.m. to 7:00 p.m. on a daily basis throughout the term of this Franchise Agreement. On any day during the term of this Franchise Agreement that the Grantee is not open for business at the Vendor Space by 11:00 a.m., or, if during any day of the term of this Franchise Agreement the Grantee shall vacate the Vendor Space prior to 7:00 p.m., then the Vendor Space, excluding Vendor Spaces Number 4, 14 and 15, shall be available to any other licensed vendor who may occupy the Vendor Space for the remainder of the day. Notwithstanding the foregoing, the Vendor Space shall not be available to any other licensed vendor on a first come first serve basis for any day during the term of this Franchise Agreement before 11:00 a.m. even if the Vendor Space is vacant at any time before 11:00 a.m.; provided, however, in the event that the Grantor shall require the use of the Vendor Space for a Grantor-sponsored event, the Grantor shall provide an alternative space to Grantee for vending during said event at no cost to the Grantor. Also, in the event that construction or a special event is occurring in the vicinity of the Vendor Space, the Grantor shall be able to relocate the Vendor Space

to an adjacent area approved by the Grantor that is not impacted by the construction or special event until construction or the special event is concluded.

12. Maintenance of Vendor Space:

The Grantee shall, on a daily basis, remove any and all vending apparatus from the Vendor Space(s) at the end of the day or during any time that the Vendor Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Vendor Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Vendor Space, as well as any and all areas within forty (40) feet of the perimeter of the Vendor Space.

13. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Vendor Space. Meter feeding by the Grantee or any of its employees or agents is expressly prohibited.

14. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable containers and/or materials in the sale of food or drink at the Vendor Space.

15. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet, enter into a partnership agreement or any other agreement regarding any of its rights to the Vendor Space or any of its rights under this Franchise Agreement to any other person, firm or entity. In addition to the prohibition against assignment or subletting of the Vendor Space, Grantee shall be prohibited from allowing any individual to occupy and operate from the Vendor Space unless such individual is an employee of the Grantee. The Grantor shall have the right to inspect Grantee's books and other documents to verify the employment status of any individual occupying and/or operating within the Vendor Space with the permission of the Grantee. In the event Grantor is unable to verify that such individual occupying and/or operating within the Vendor Space is a bona fide employee of Grantee, this Franchise Agreement may be terminated at no cost to the Grantor.

16. Conduct:

The Grantee shall be responsible for the conduct of the Grantee and its employees and shall see that, at all times, Grantee and its employees maintain a courteous demeanor to their customers and other members of the public. No hawking of or screaming at potential customers shall be permitted. The Grantee shall also be responsible for ensuring that Grantee and his employees are appropriately dressed while conducting Grantee's business in the Vendor Space. Failure of the Grantee to fulfill this requirement shall be immediate grounds for termination of this Franchise Agreement at no cost to the Grantor.

17. Suspension/Termination:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Franchise Agreement or otherwise, the Grantor reserves the right to suspend or terminate this Franchise Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) violates any provision of this Franchise Agreement or any rule, order or determination of the Grantor made pursuant to this Franchise Agreement;

(2) violates the provisions of Chapter 7, §§ 17-91, 17-92, or 17-121 of the *Code of the City of Charleston.*

(3) becomes insolvent, unable or unwilling to pay his debts or is adjudged a bankrupt;

(4) misrepresents his income for purposes of a business license;

(5) is convicted of a crime of moral turpitude;

(6) harasses or in any way interferes with other vendors operating within the City of Charleston;

(7) attempts to evade any of the provisions of this Franchise Agreement or practices any fraud or deceit upon the Grantor;

(8) repeatedly engages in conduct that is rude or disruptive to the public order;

(9) fails to pay the Franchise Fee as provided herein when due; or

(10) fails to pay any outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston.

In the event that the Grantor seeks to suspend or terminate this Franchise Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation no later than fifteen (15) days after Grantee receives notice of such suspension or termination or as soon thereafter as practicable. In the event of such suspension or termination, there shall be no refund to the Grantee of any portion of the Franchise Fee.

In the event that this Franchise Agreement is terminated due to Grantee's failure to pay the remaining balance of the Franchise Fee by **November 13, 2016**, or if Grantee is delinquent in the payment of the City of Charleston's current and/or prior years' Business License fees and/or Hospitality Fees, Grantee shall be prohibited from occupying and operating within the Vendor Space for the remainder of the term of this Franchise Agreement but shall continue to be responsible for the payment of the remaining balance of the Franchise Fee pursuant to this Franchise Agreement. Upon the termination of this Franchise Agreement for Grantee's failure to pay the remaining balance of the Franchise Fee, the Vendor Space shall be become available to any licensed vendor who meets the qualifications of § 17-121 of the *Code of the City of Charleston* on a first come, first serve basis excluding Vendor Space Numbers 4, 14 and 15 which shall not be available to any other licensed vendor on a first-come, first-serve basis. In the event of the termination of this Franchise Agreement due to failure to pay the Franchise Fee of the City of Charleston's current and/or past years' outstanding Franchise Fees,

City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston as set forth herein, Grantee shall be prohibited from operating as a street vendor in a vendor space on a first-come, first-serve basis, or as a peddler in accordance with Chapter 17 of the *Code of the City of Charleston* until such time as all delinquent fees are paid in full by Grantee.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Franchise Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston,* including the penalties and/or fines as set forth therein.

18. Compliance with City Ordinances:

Notwithstanding this Franchise Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to vending as that term is defined in § 17-92 of the *Code of the City of Charleston.*

19. Breach of Franchise Agreement by Grantee:

A breach of this Franchise Agreement, including but not limited to the Grantee's failure to pay all sums when due to the Grantor as provided in this Franchise Agreement, and any City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, in addition to any other remedies as

provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Vendor Space and entering into a Franchise Agreement. In the event the Grantee defaults on any term of this Franchise Agreement, including non-payment of the any outstanding Franchise Fees when due, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, the Grantor shall have the right to pursue all legal remedies available at law or in equity against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

If the Grantee is aggrieved by the action of the Grantor as provided herein, the Grantee shall have the right to appeal to the Traffic and Transportation Committee by filing with the City's Clerk of Council a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal shall be filed within fifteen (15) days after the Grantee receives actual notice of the decision of the Grantor. No Franchise Agreement shall be revoked unless and until seven (7) days' notice of a hearing shall have been given to the Grantee and thereafter, such hearing is duly had thereon by the Traffic and Transportation Committee.

20. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Franchise Agreement and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Franchise Agreement are unreasonable, arbitrary or void.

20. Modifications:

Any modifications of the provisions of this Franchise Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

21. Governing Law:

This Franchise Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as aforewritten.

WITNESSES:

_____

_____

CITY OF CHARLESTON

By:_____
Joseph P. Riley, Jr., Mayor
Grantor

_____

Date

WITNESSES:

_____ By:_____

_____ _____
(Print Name)

_____
Date

Exhibit A

2016-2017 Street Vendor Map

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

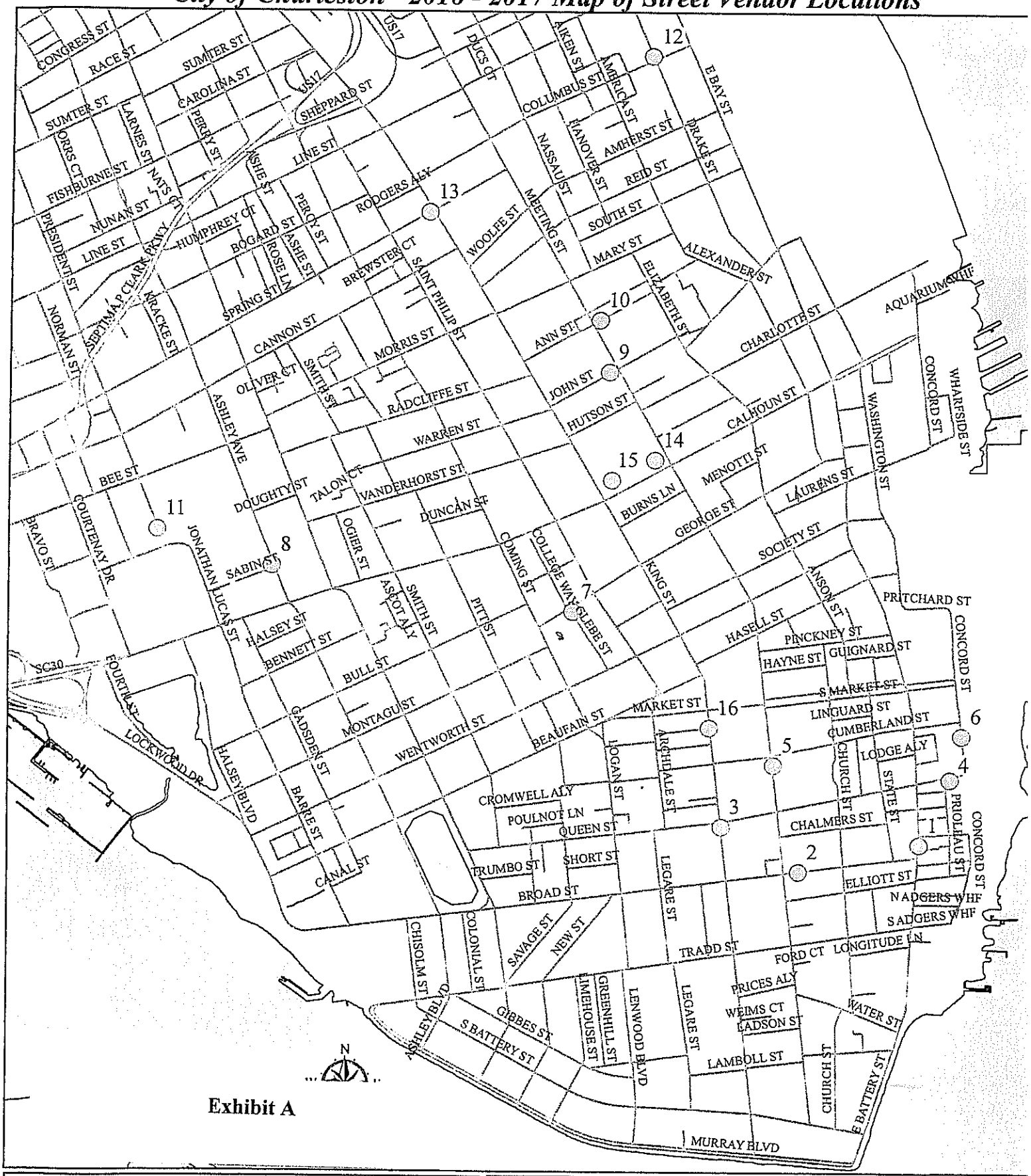


Exhibit A

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

THE CITY OF CHARLESTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY INFOMRATION PROVIDED HEREIN OR DERIVED FROM THIS PRODUCT. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF CHARLESTON EXPLICITYLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE CITY OF CHARLESTON SHALL ASSUME NO LIABILITY FOR: 1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR 2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit B

2016-2017 Waterfront Park Vendor Map

for

Vendor Space Number 4

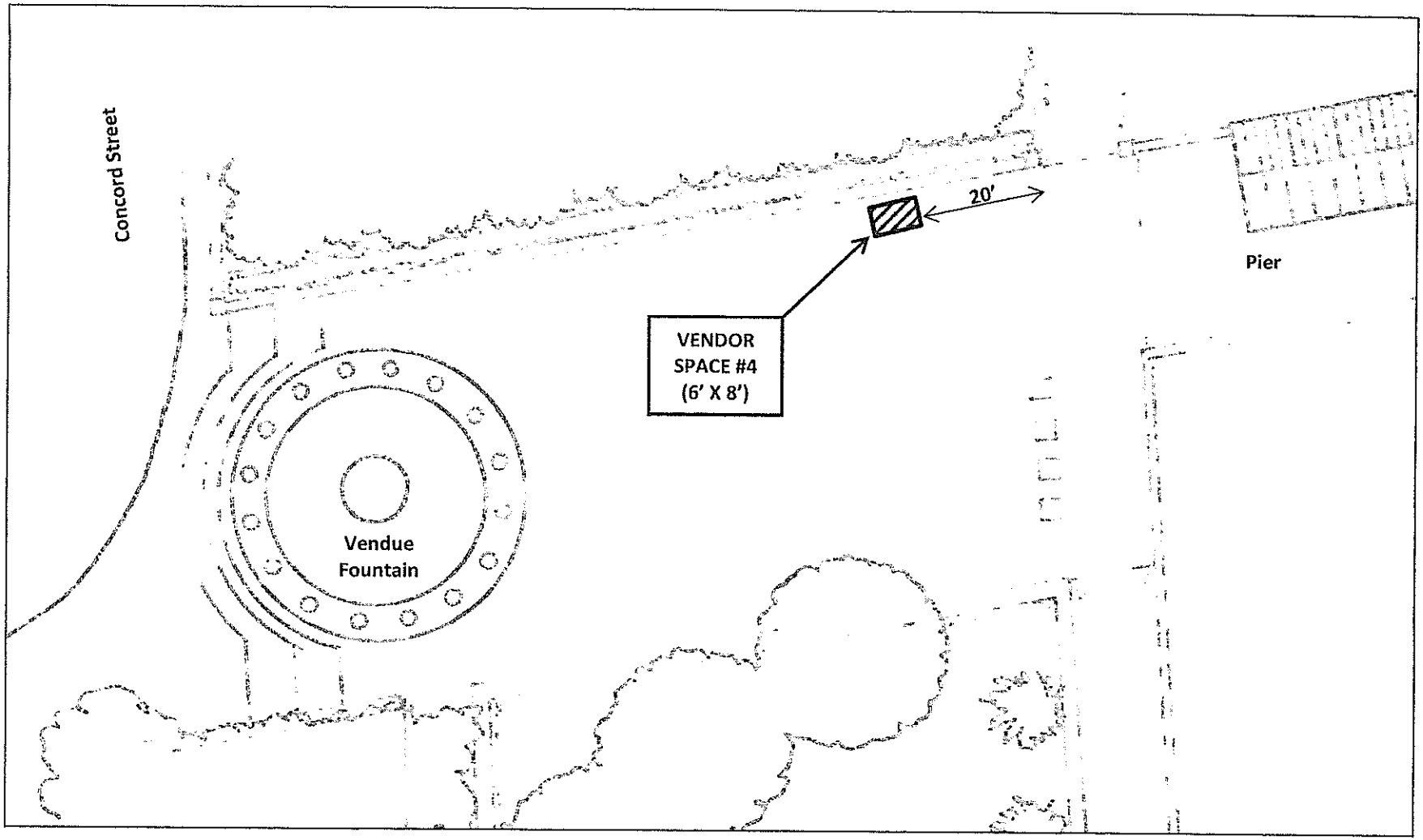


Exhibit B

Waterfront Park - Vendor Locations

Not to Scale

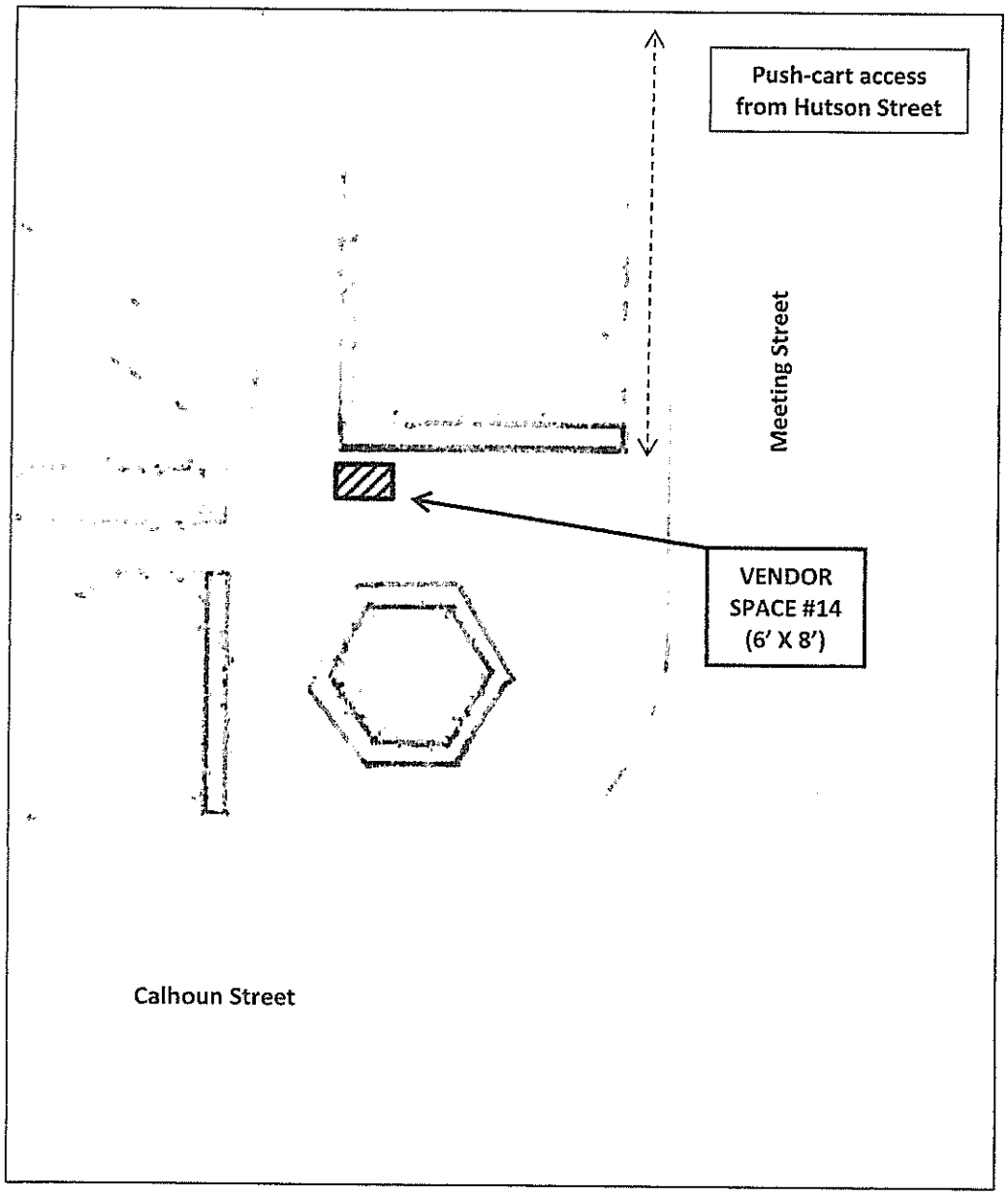
NORTH

Exhibit C

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 14



Marion Square - Vendor Location (#14)

Exhibit C

Not to Scale

NORTH

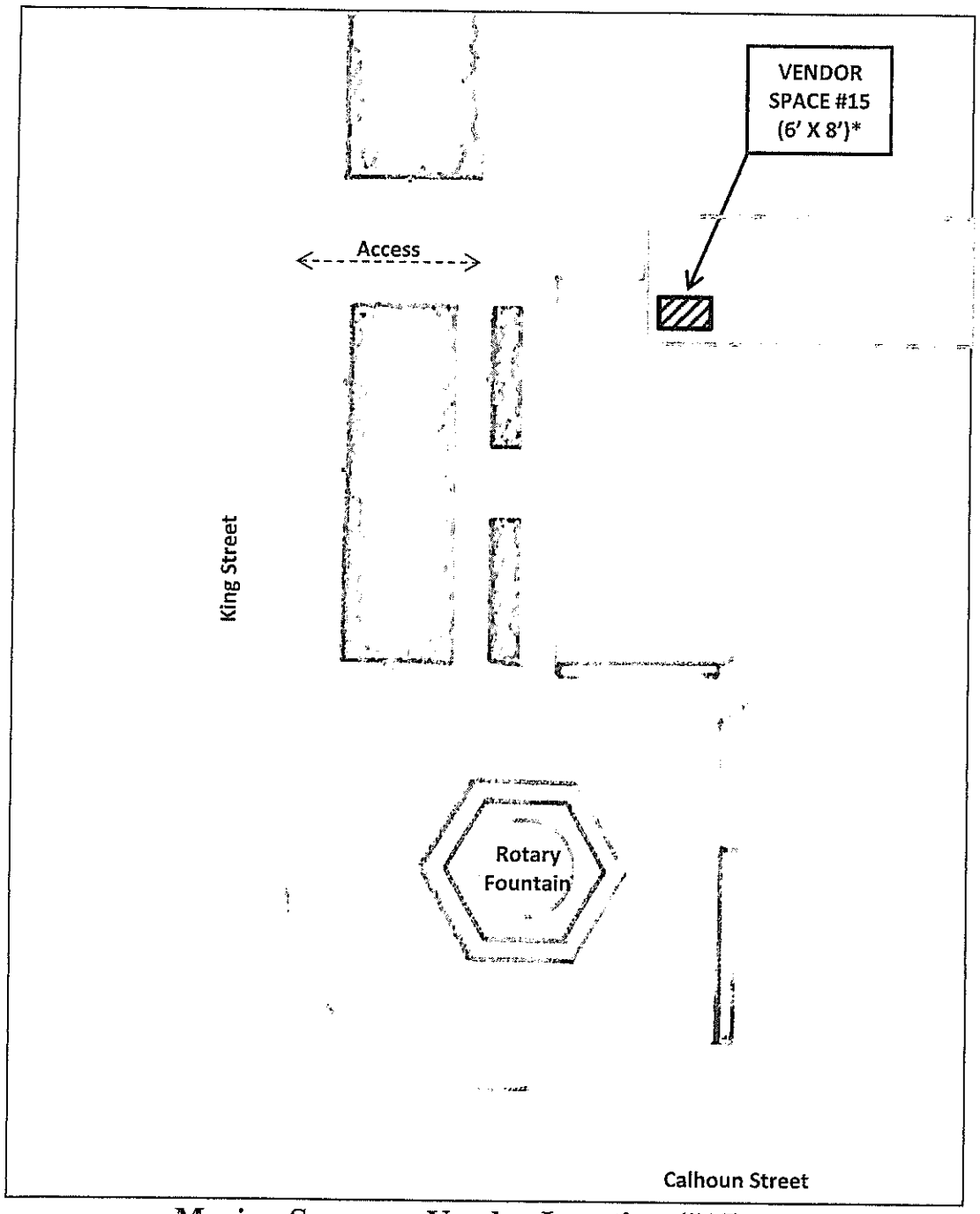
NOTE: Vendor space will be 6' x 8'.

Exhibit D

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 15



Marion Square - Vendor Location (#15)

Exhibit D

Not to Scale

NORTH

*NOTE: Vendor Space No. 15 will be 6' x 8' or as modified by the Grantor, in the Grantor's sole discretion. The location of Vendor Space No. 15 may also be relocated by the Grantor within Marion Square, in the Grantor's sole discretion. For more information regarding these conditions, see Section 5(A) of the 2016-2017 Franchise Agreement that is contained in the 2016-2017 Bid Package.

J4 (ii)(a

City of Charleston
South Carolina

The Palmetto Artisan Program 2016

Goal:

To modify the existing Palmetto Artisan Program by increasing entrepreneurial development opportunities and improving conditions for permitted children to sell their art while serving as a complementary activity to the City's tourism market. These proposed changes were created to better serve the children and address the community's concerns.

History:

For years, children have been making and selling palmetto roses as a form of a business in Charleston. After concerns from area businesses and tourists, the City of Charleston connected several departments to design a program that would meet the challenges of the participants and help to develop young business owners. Staff from the Police, Legal, Recreation, Economic Development, Business Licensing, Planning and Neighborhoods, and Children, Youth and Families all came together to formulate a blueprint model to teach the basics of entrepreneurship and customer service designed to improve the business of selling handmade roses. In 2007, the program began and it is with careful consideration that staff is proposing several changes to the way the children sell their wares.

Current Challenges:

- Unable to adequately enforce the rules of the program and to remove individuals who are violating the laws.
- Unable to properly supervise approximately 50 permitted Artisans spread across the peninsula resulting in complaints from tourists, businesses, and residential communities for rude behavior, trespassing and other criminal activity.
- Unable to separate and quickly differentiate permitted artisans from non-permitted artisans.
- Preventing or reducing non-permitted artisans from selling.
- Permitted Artisans not receiving enough professional development and training.

Program Participant Requirements:

- Youth between the ages of 9-16 (Currently 9-18) who are currently enrolled in school may apply. 17 and 18 year olds who are currently in the program and are in good standing are to be grandfathered in until they age out at 19 years old.
- Qualifying youth must fill out a program application providing their name, address, home phone number, school name and location, parents or legal guardian work address, phone number and

personal description. The parent or legal guardian must give permission for a child to be in the program by signing their child's application form.

- The youths and their parent or legal guardian will be required to sign a form agreeing to abide by all of the program's rules and guidelines.
- Registration for the program, participation in Biz Camp, and obtaining your Palmetto Artisan Badge/License is free to all participants.
- Completed Application Forms will be sent to The Charleston Police Department for background checks prior to acceptance in to the program.

Proposed Program Rules

1. Palmetto Artisans when selling must wear the Program SHIRT and properly display ID BADGE around their neck so it is visible outside of their clothing. These items are provided at no charge to each permitted artisan.
2. Palmetto Artisans must always display a customer friendly manner and be polite, respectful and professional to customers, fellow Palmetto Artisans, adults, City of Charleston staff and City of Charleston Police Officers.
3. Palmetto Artisans must respect customers by always giving back correct change.
4. Palmetto Artisans do not make loud noises and yell to attract the attention of customers or violate the city's noise ordinance.
5. Palmetto Artisans do not sell during school hours and NO selling Monday –Thursday during a school week.
6. Palmetto Artisans must not block sidewalks, streets or any public spaces with bikes or by standing around in large groups.
7. Palmetto Artisans must keep the City clean by not littering.
8. Palmetto Artisans do not trespass on private or public property to cut strips/stalks.
9. Palmetto Artisans do not carry knives, cutting tools or weapons of any kind.
10. Palmetto Artisans do not use illegal substances or have them in their possession.
11. Palmetto Artisans stay out of the city market sheds and do not sell in the sheds.
12. Palmetto Artisans do not give Program SHIRTS or ID BADGE to anyone else to use.
13. Palmetto Artisans make Palmetto Roses at home, a recreation center and/or the rose vending kiosk and NOT on the streets or in front of businesses.
14. Palmetto Artisans can only sell roses at their assigned kiosks during their assigned time.
15. Palmetto Artisans will be suspended from the program for up to 2 months if they break 6 violations (not 6 accumulated tickets) during a program year. Palmetto Artisans may be permanently removed for severe violations or unlawful acts.

Implementing Palmetto Rose Vending Kiosks:

Purpose: To improve selling conditions for Palmetto Artisans and to increase supervision and mentoring opportunities. This would eliminate the act of peddling to make and sell the roses and

implement a stationary means of business for the participants. Additionally, it would allow program staff and the CPD to more safely monitor the program participants.

Proposed Kiosk Locations:

- North Market bollard area near Church Street
- Sidewalk in front of the Custom House on East Bay Street
- The Aquarium
- Waterfront Park

Staff Proposal for the Kiosks: 1 staff member would monitor 4 artisans at each kiosk during a shift. This would allow each participant to have an assigned shift in a prominent location and allow each participant to be safely monitored and supervised during their working hours.

Proposed Staffed Operating Hours:

Fridays during School Year:	Fri Shift: 3pm-5:30pm 5:30-8pm
Weekends, Holidays and other "no school" days:	Shift 1: 8am-12pm Shift 2: 12:30 pm-4:00pm Shift 3: 4:30-8:00pm
Summer Break	Shift 1: 8am-11:00pm Shift 2: 11:30pm-2:00pm Shift 3: 2:30pm-5:00pm Shift 4: 5:30-8pm

Scheduling: The Recreation staff will manage all aspects of the program including the scheduling of the Palmetto Artisans. The proposed schedule above will serve 48 Artisans on Saturday and Sunday during the school year and 64 artisans per day during the summer months. A Palmetto Artisan's violation record and behavior will be taken in to account when scheduling for prime selling locations and times. If an artisan does not show up for an assigned shift, recreation staff may allow another permitted artisan to fill that spot. Recreation staff will use a lottery system each week to assign permitted artisans in each location and shift.

Entrepreneurial Development

Biz Camp

BIZ CAMP will still be offered to new artisans as a requirement to enter the program. The 4 day camp will cover the Program Rules, Customer Service and Business Principals through hands on activities taught by the National Foundation for Teaching Entrepreneurship trained teachers. A Charleston Police officer will attend a day to discuss the role of the CPD and the importance of following the Program rules. 4 Biz Camps will be offered throughout the year.

Recertification Class

For current permitted Palmetto Artisans to renew in the upcoming year, they need to attend a Recertification class hosted by the Palmetto Artisan Supervisor. This is a full day class reviewing program rules, customer service, business principals, issues & solutions, and personal & professional development.

Quarterly Training

Training sessions will be set up and/or offered by the Palmetto Artisan Supervisor every 3 months to encourage growth and development. Topics may include financial literacy, developing a brand, leadership, goal setting, etc.

Program Partners

Connecting to the Classroom: (Mayors Office of Children, Youth, and Families)

Finding ways Artisan's participation in the program can gain students school credit

Local Businesses

Develop relationship with Businesses eager to help Artisans succeed. Businesses can participate in the training sessions or donate items to use as positive reinforcements to curb negative behavior. Partners can be acknowledged through sponsorship signage on the kiosks.

Parents

2 Parent meetings will be offered throughout the year; one in the beginning of the year and one in the beginning of the summer. This will allow parents to obtain program information, ask questions and to meet the program supervisors.

CPD (Lt. King)

Enforcement

- Officers will assist with enforcement of program rules by issuing program violations(see attached copy).
- Officers may issue criminal citations, make arrests, and enforce the City's general ordinances as needed.

Restricted Areas
*Visitors Information Center
*South of Broad excluding
*White Point Gardens Park
*King Street

Restrictions on the Permit:
_____
_____
_____

PALMETTO ARTISAN'S PERMIT APPLICATION

Name: _____ **Today's Date**_____

Applicant's Height:_____ **Weight:**_____ **Eye Color:**_____ **Hair Color:**_____ **DOB:** ___/___/_____

Permanent Home Address: _____ **State:**_____ **Zip:**_____ **Phone:**_____

Local Address: _____ **State:**_____ **Zip:**_____ **Phone:**_____

Email Address:_____

Parent or Legal Guardian's Name: _____ **Work/Cell #:**_____

Name of School: _____**Location:**_____

Location where goods will be sold: _____

Have you ever been convicted of a crime? Yes_____ **No**_____

I have read and understand Chapter 17, Article V of the City of Charleston Code , and I will comply with such ordinances and any other instructions or restrictions designated by the City of Charleston Police Department or Recreation Department. I hereby submit the application for a City of Charleston Palmetto Artisan's Permit and attest to the fact that all of the above information is true and accurate. I understand that any false or incomplete statements shall invalidate the permit application. I further agree to abide by all the rules and regulations of the City of Charleston Youth Palmetto Artisan and Business Program. In the event that my child fails to comply with the City ordinances, I will voluntarily give my consent to have my child transported home by a member of the Charleston Police or Recreation Department.

_____ _____

Applicant's Signature/Date **Parent Signature for Minors/Date**

IMAGE RELEASE

In consideration of _____, my minor child/ward being allowed to participate in any way in the City of Charleston, Department of Recreation Programs, related events and activities, the undersigned agrees that such participants likeness may be photographed or videotaped and that such image may be published in and outlet used to promote publicize the programs.

_____

Parent Signature/Date

The above application for permit has been examined by the City of Charleston Police Department and by the City of Charleston Recreation Department and is hereby **Approved** ☐ **Disapproved** ☐

_____ _____

City of Charleston Police Department/Date **City of Charleston Revenue Collections/Date**

No. 01210

CITY OF CHARLESTON PALMETTO ARTISAN PROGRAM
DEPARTMENT OF RECREATION | 30 MARY MURRAY DR
HAMPTON PARK | 843.724.7327

PROGRAM VIOLATION

YOU ARE HEREBY CITED FOR THE FOLLOWING OFFENSE(S) AGAINST THE PROGRAM:

FIRST NAME	LAST NAME		
PERMIT NO.	BADGE ID NO		
PARENT/GUARDIAN FIRST NAME	PARENT/GUARDIAN LAST NAME		
PHONE	ALT PHONE		
STREET AND NO.	CITY	STATE	ZIP CODE
SCHOOL NAME	SCHOOL CITY		

OFFENSE CODE(S) _____

DESCRIPTION _____

1. No permit issued by City of Charleston Palmetto Artisan Program or expired permit
2. Identification Badge and Palmetto Artisan Permit not properly displayed around the neck or not in possession of ID badge and Palmetto Artisan permit
3. Not peddling according to the ordinance by walking along (not sitting on private or public property) and selling roses only stopping to make the sale and continuing to move
4. Littering or leaving trash behind
5. Trespassing on private or public property in order to obtain friends
6. Blocking sidewalks, streets, other public ways, loading zones, bus stops with bicycles Palmetto Artisan not following the rules of the road with his or her bicycle
7. Selling in the closed shops building of the City Market or the Shed buildings
8. Selling roses during school hours or later than the ordinance allows (8:00 PM)
9. Acting in an inappropriate manner (i.e. cursing, aggressive behavior or selling tactics, disrespect towards adult (s), not following directions , loudness, disturbing the peace)
10. Improper billing and/or theft. Palmetto Artisans are prohibited from telling a customer that adequate change is unavailable or leaving the sale before giving change.
11. Smoking, alcohol usage and/or in possession of any illegal substances
12. Fighting, carrying weapons, machetes or carrying cutting tools
13. In violation of dress code: Shirt, Shoes, Well-Fitting Clothes-No hanging down pants or undershirts
14. Disrespect and/or disorderly conduct with fellow Palmetto Artisans, adults, City of Charleston staff or City of Charleston Police officers
15. Assembling with more than two other Palmetto Artisans while peddling or selling roses with non-program individuals present

ACTION TAKEN AND COMMENT

CITING POLICE OFFICER/CITY STAFF OFFICIAL	DATE , TIME & PLACE OF OFFENSE

YOUR PARENT/GUARDIAN WILL BE CONTACTED REGARDING THIS OFFENSE

J4(ii)(b)

Ratification Number_____

AN ORDINANCE

TO AMEND CHAPTER 17 OF THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, TO MODIFY THE CITY'S PALMETTO ARTISAN RULES TO COINCIDE WITH RECENT/SIMULTANEOUS PALMETTO ARTISAN PROGRAM CHANGES.

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

Section 1. Chapter 17, Section 92, of the Code of the City of Charleston is hereby amended by deleting the below stricken language and replacing it with the following underlined words and phrases which shall read as follows:

"Sec. 17-92. Definitions.

City of Charleston's Youth Palmetto Art and Business Program shall mean the ~~city's~~ program, administered by the City of Charleston's Recreation Department, for youths between the ages of nine (9) and sixteen (16) ~~eighteen (18) that is administered by the recreation department~~ for the purposes of teaching youth entrepreneurial skills using palmetto art ~~palm frond~~ products.

Palmetto artisan shall mean any person who is enrolled in the city of Charleston's Youth Palmetto Art and Business Program, ~~which program is for youths between the ages of nine (9) and eighteen (18) and is administered by the recreation department,~~ who are traveling by foot or any type of conveyance, from place to place, house to house, or from street to street, attempting to sell palmetto bud fronds that have been physically altered from their natural state into a palmetto art product. Individuals over the age of seventeen (17) ~~eighteen (18)~~ selling palmetto art products shall be considered peddlers for the purpose of this article chapter.

Palmetto Art Products shall mean palmetto bud fronds that have been physically altered from their natural state into tangible items being offered for sale or donation.

Selling of palmetto art products shall mean the activities engaged in by palmetto artisans when they are ~~traveling by foot or any type of conveyance, from place to place, house to house, or from street to street,~~ attempting to sell or give for donation palmetto bud fronds that have been physically altered from their natural state into a palmetto art product."

Section 2. Chapter 17, Section 102, of the Code of the City of Charleston is hereby amended by deleting the below stricken language and replacing it with the following underlined words and phrases which shall read as follows:

"Sec. 17-102. Areas Prohibited to Peddlers, Charitable Solicitors, and Palmetto Artisans.

(1.) Peddling, selling of palmetto art products, and charitable soliciting may take place on all sidewalks, streets or other publicly owned properties in the City except in the following districts:

a) The Market District;

b) South of Broad District;
c) King Street District;
d) Waterfront Park District;
e) Aquarium District, and,
f) Marion Square.

(2.) The selling of Palmetto art products by Palmetto Artisans shall be permitted in the above restricted areas when the selling of palmetto art products is carried out from city of Charleston designated palmetto artisan kiosks in accordance with the City of Charleston's Youth and Palmetto Art and Business Program. ~~Excluding White Point Garden and the Battery, palmetto artisans shall be prohibited from selling palmetto art products in the South of Broad District and the King Street District.~~

(3.) There shall be no soliciting in the Visitor Reception and Transportation Center District, or within fifty (50) feet of the perimeter of a(n):

a) Automatic Teller Machine;
b) Church grounds, while in session;
c) School grounds, while in session;
d) Library;
e) Hospital;
f) Funeral Home;
g) Bank;
h) Hotel;
i) Outdoor Dining Area;
j) Entrance or Exit of a Performance Venue; or
k) A Special Event.

(4.) During times of construction work on the streets, sidewalks and public infrastructure, the City may from time to time temporarily prohibit solicitors in the area near the construction work."

Section 3. Chapter 17, Section 109, of the Code of the City of Charleston is hereby amended by deleting the below stricken language and replacing it with the following underlined words and phrases which shall read as follows:

"Sec. 17-109. Palmetto Artisan Permit—required.

(1) No person between the ages of nine (9) and seventeen (17) ~~eighteen (18)~~ shall engage in the selling of palmetto art products within the corporate limits of the city without first obtaining a palmetto artisan permit in compliance with the provisions of this article and the rules and regulations of the City of Charleston's Youth Palmetto Art and Business Program. Copies of the program rules and regulations shall be made available to the public by the city's recreation department. Individuals over the age of seventeen (17) ~~eighteen~~ who sell palmetto art products shall be considered peddlers for the purposes of this chapter~~article~~.

(2) **Application for a Palmetto Artisan Permit.**

Applicants for a palmetto artisan's permit under this article shall complete and application for a Palmetto Artisan's permit and file it with the ~~chief of police an application in writing on a form to be furnished by the~~ city's revenue collections department, which shall give the following information:

(a) Name and proof of age of the applicant;
(b) Permanent home and local address of the applicant;
(c) Name and contact information for parent or legal guardian;

(d) Name of School and location;

(e) Date of city of Charleston's Youth Palmetto Art and Business Program orientation attendance;

~~(f) Proposed area of where the sales will occur;~~

~~(g) The duration of the permit and the hours of operation for which the applicant is seeking a permit;~~

(f~~h~~) A statement that the applicant will abide by all of the rules and regulations of the city of Charleston's Youth Palmetto Art and Business Program;

(g~~i~~) A statement indicating whether or not the applicant has been convicted of a felony or misdemeanor. If so, the nature of the offense, the date and place of the offense, and the punishment imposed;

(h~~j~~) A recent photograph of the individual showing the head and the shoulders of the applicant in a clear and distinguishing manner; and

(i~~k~~) Applicants must apply for the permit with the signed consent of their parent or legal guardian.

(3) **Investigation of Palmetto Artisan Applicant; issuance.**

Investigation of palmetto artisan applicant; issuance. ~~The chief of police in conjunction with the director of the department of revenue collections~~ The Recreation Department in conjunction with the Charleston Police Department shall issue a palmetto artisan's permit within fourteen (14) ~~seven (7)~~ days as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:

a) The applicant has not had a permit suspended or revoked within the twelve (12) months immediately preceding the date of the application for a permit.

b) There are no material omissions, untrue or misleading information contained in or omitted from the permit application;

c) The applicant is between the ages of nine (9) and seventeen (17) ~~eighteen (18)~~;

d) The applicant has successfully completed the City of Charleston's Youth Palmetto Art and Business Program orientation;

e) The applicant has not received six or more Palmetto Artisan Program Violations in the past 12 months.

f~~e~~) The applicant has not been convicted of a felony or a misdemeanor involving a sex offense, controlled substances, or any violent acts against person or property;

g~~f~~) There are no warrants outstanding against the applicant; and,

h~~g~~) The applicant's parent or guardian has signed the application."

Section 4. This Ordinance shall become effective upon ratification by City Council.

Ratified in City Council this_____ day of _____ in the Year of Our Lord, 2016, in the 240th Year of Independence of the United States of America.

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

ATTEST: _____
Vanessa Turner Maybank
Clerk of Council

J4 (iv)

RESOLUTION TO HONOR THE MEMORY OF THE NINE MEMBERS OF MOTHER EMANUEL AFRICAN METHODIST EPISCOPAL CHURCH WHO WERE TRAGICALLY SLAIN ON THE EVENING OF JUNE 17, 2015 AS WELL AS THE FIVE SURVIVORS OF THIS TRAGEDY AND THE CONGREGATION OF MOTHER EMANUEL AFRICAN METHODIST EPISCOPAL CHURCH BY PLACING A SMALL INDIVIDUAL MARKER IN FRONT OF EACH OF FIFTEEN TREES DEDICATED IN THEIR HONOR AT THE GAILLARD CENTER LOCATED AT 95 CALHOUN STREET IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, AND DESIGNATE A DAY IN THE CITY FOR EACH VICTIM, AND A DAY FOR THE SURVIVORS AND CONGREGATION OF MOTHER EMANUEL CHURCH.

WHEREAS, on the evening of June 17, 2015, Mother Emanuel African Methodist Episcopal Church in the City of Charleston, South Carolina ("Mother Emanuel AME Church" or "Church"), including its pastor and State Senator Clementa Pinckney, Cynthia Graham Hurd, Susie Jackson, Tywanza Sanders, Ethel Lance, Reverend DePayne Middleton-Doctor, Reverend Daniel L. Simmons Sr., Reverend Sharonda Singleton, and Reverend Myra Thompson (the "Emanuel Nine") and five other congregation members of Mother Emanuel AME Church, opened its sanctuary to a stranger to allow him to share the gospel of Jesus Christ during a time of study led by Myra Thompson, and

WHEREAS, suddenly during this time of study, the lives of the Emanuel Nine were unexpectedly and violently stolen from them, their families, the congregation of Mother Emanuel AME Church and the City of Charleston (the "City"); and

WHEREAS, five members of Mother Emanuel AME Church who were at the Mother Emanuel AME Church during this time of study survived the brutal killings described above (the "Five Survivors"); and

WHEREAS, the subsequent horror of the deaths of the Emanuel Nine and the tragic experiences of the Five Survivors shook the foundations of the Church and its congregation (the "Congregation"), the City, the State of South Carolina and the nation; and

WHEREAS, the crimes did not shatter the rock on which Mother Emanuel AME Church was built or break the spiritual hearts of the families and the congregation of Mother Emanuel AME Church who suffered these tragic losses and experiences; and

NOW, THEREFORE, BE IT RESOLVED THAT I, John Tecklenburg, Mayor, City of Charleston, and Charleston City Council shall honor the Emanuel Nine, the Five Survivors and the Congregation of Mother Emanuel AME Church by placing a 6" x 8" marker with the name of each of these individuals at each of the fifteen trees on the front lawn of the Gaillard Center located at 95 Calhoun Street in the City and County of Charleston, State of South Carolina, which is across the street from Mother Emanuel AME Church. The trees are within the Emanuel Way Memorial District so dedicated as a result of the horrific tragedy that occurred at the Mother Emanuel AME Church. Also be it resolve the placement of marker commemorating a day for each of the Emanuel Nine, the Five Survivors and the Congregation of Mother Emanuel AME Church that designates June 17th as Pastor and State Senator Clementa Pinckney Day, June 18th as Susie Jackson Day, June 19th as Myra Thompson Day, June 20th as Reverend Daniel L. Simmons Sr. Day, June 21st as Cynthia Graham Hurd Day, June 22nd Reverend Sharonda Singleton Day, June 23rd as Ethel Lance Day, June 24th Reverend DePayne Middleton-Doctor Day, June 25th as Tywanza Sanders Day, and June 26th as Mother Emanuel and Survivors Day in the City of Charleston.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Charleston to be affixed this ____day of May, 2016.

_____
John Tecklenburg, Mayor
City of Charleston

ATTEST:

_____
Vanessa Turner Maybank
Clerk of Council

K1.

Ratification
Number_____

AN ORDINANCE

AMENDING TITLE 2 OF THE CODE OF THE CITY OF CHARLESTON BY CREATING A NEW ARTICLE XIII, SECTIONS 2-397–2-401 TO ESTABLISH THE POSITION OF POET LAUREATE FOR THE CITY OF CHARLESTON. (AS AMENDED)

Whereas, poetry has long been a part of the rich culture of the City of Charleston, and

Whereas, poetry is a form of literature that sparks emotions and feelings that are shared by our diverse community, and

Whereas, the City of Charleston desires to make poetry available and accessible to people in their everyday lives, and

Whereas, the City of Charleston desires to support the vibrant community of established poets as well as young and aspiring poets, and

Whereas, the City Council believes that the appointment of a Poet Laureate will encourage the appreciation of poetry in the City of Charleston and will make a significant contribution to the cultural life of the city.

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

Section 1. Chapter 2, Article XIII, of the Code of the City of Charleston is hereby amended by adding a new section entitled Section 2-397 that hereafter will read as follow:

"Sec. 2-397. - Establishment of Position of Poet Laureate.

The position of Poet Laureate is hereby established in the City of Charleston. The title of the position shall be "The Poet Laureate of the City of Charleston." The administration of the position of Poet Laureate shall be under the direction of the Mayor's Office of Cultural Affairs."

Section 2. Chapter 2, Article XIII, of the Code of the City of Charleston is hereby amended by adding a new section entitled Section 2-398 that hereafter will read as follow:

"Sec. 2-398. – Purpose.

The Poet Laureate shall have the following roles and responsibilities:

(a) Implement in conjunction with the Mayor's Office of Cultural Affairs a community outreach and education program to encourage the writing, reading and performance of poetry within the city.

(b) Participate in civic events each year to encourage the writing, reading and performance of poetry by providing public poetry readings, workshops, lectures and/or presentations.

(c) Promote literacy through poetry in schools and foster the development of a youth poetry initiative, with the goal of providing a system and platform for emerging young poets to present their works in conjunction with City sponsored events.

(d) Commemorate the City of Charleston by composing poetry that speaks to, for and of our region which works will be presented at an annual City of Charleston sponsored event."

Section 3. Chapter 2, Article XIII, of the Code of the City of Charleston is hereby amended by adding a new section entitled Section 2-399 that hereafter will read as follow:

"Sec. 2-399. – Qualifications; Term.~~; Honorarium.~~

(a) The Poet Laureate shall meet the following eligibility requirements:

1) Be at least 18 years old and a legal resident of the City of Charleston for at least one year.

2) Demonstrate the following:

a. Excellence as evidenced by submitted poetry samples.

b. Excellence in his/her profession as evidenced by a history of publications in journals and books, awards, honors, fellowships, and/or recognition.

c. Advancement of poetry in the Charleston area as demonstrated by a history of activity in the area's literary community through teaching, readings, publications and/or public presentations.

(b) The Poet Laureate shall serve a term of two (2) years.

(c) ~~The Poet Laureate may be eligible for an annual honorarium.~~

~~(d)~~ The City of Charleston shall retain the license to use, reproduce, and compile the work created for the City by the Poet Laureate in his/her official capacity."

Section 4. Chapter 2, Article XIII, of the Code of the City of Charleston is hereby amended by adding a new section entitled Section 2-400 that hereafter will read as follow:

"Sec. 2-400. – Selection.

The selection of the Poet Laureate shall be made based on the qualifications set forth in Section 2-399(a).

The first Poet Laureate shall be appointed by the Mayor, with the recommendation of the South Carolina Poet Laureate and the Director of the Office of Cultural Affairs. Subsequent appointments shall be made by the Mayor, with the recommendation of the South Carolina Poet Laureate, the then City of Charleston Poet Laureate and the Director of Cultural Affairs."

Section 5. Chapter 2, Article XIII, of the Code of the City of Charleston is hereby amended by adding a new section entitled Section 2-401 that hereafter will read as follows:

"Sec. 2-401. – Implementation.

The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the provisions of this Article."

Section 6. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ in the Year of Our Lord, 2016,
in the ___th Year of the Independence of the United States of America.

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

ATTEST: By: _____
Vanessa Turner Maybank
Clerk of Council

K3.)

Ratification
Number 2016-_____

AN ORDINANCE

TO RECOGNIZE THE USAGE OF ADDITIONAL FUNDS TO MEET ADDITIONAL APPROPRIATIONS AUTHORIZED BY ORDINANCE 2016-_____ FOR THE FISCAL YEAR ENDING DECEMBER 31, 2015 **(AS AMENDED)**

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

Section 1: The revenues of the City government applicable to the financing of the appropriation of $181,452,856 are hereby supplemented by the following increases in revenues as hereto provided in "An Ordinance to Raise Funds for the Fiscal Year Ending December 31, 2015," ratified on December 16, 2014, bearing the ratification number 2014-161 and appearing in the Council proceedings of those dates.

GENERAL FUND

Total General Fund - Other Financing Sources	$	3,329,304
Total General Fund Revenues and Other Financing Sources	$	3,329,304
Total To Be Appropriated	**$**	**3,329,304**

Section 2: The monies herein appropriated were derived from Assigned Fund Balance at December 31, 2014. The Chief Financial Officer is hereby authorized and directed to make the necessary adjustments to the City's books.

Section 3: The Chief Financial Officer is hereby authorized to make the necessary inter- and intra-departmental transfers on the City's books.

Section 4: This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of May, in the Year of Our Lord, 2016, and in the 240th Year of the Independence of the United States of America.

_____
John J. Tecklenburg, Mayor

ATTEST:

_____
Vanessa Turner-Maybank, Clerk of Council