Grace on the Ashley Baptist Church
2014 Bees Ferry Road
October 11, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Moody

2. Approval of Minutes:

   a.) September 27, 2016

3. Mayor's Office for Children Youth and Families: Mayor and City Council approval is requested to pursue a grant from the Cooper River Bridge Run Fund in the amount of $1000 to provide funds for the Youth Volunteer Corps to plan and hold a Teen Health Summit. No cash match is required. Due to a change in the deadline, this grant had to be submitted on October 7th.

4. Housing and Community Development: Mayor and City Council are requested to accept a Shelter Plus Care Grant Award from the Department of HUD in the amount of $59,571. The grant is used to provide rental assistance for persons or head of households who are disabled and formerly homeless. The City of Charleston's Department of Housing and Community Development (HCS) administers the initial grant in the amount of $285,000 in partnership with the Berkeley, Charleston, Dorchester Mental Health Center and Family Services, now Origin SC. The initial grant was five years. The City of Charleston currently provides the oversight, which includes report preparation, monitoring the grantees and inspecting the homes prior to clients taking possession of the apartment. We do not receive any portion of the administrative funding for our efforts in the grant. Origin SC/Family Services locates the apartments and manages when needed the funding of the individual or head of household. We have attached a flow chart depicting the current partnership structure. In addition, to accepting the grant, we are requesting approval to transfer the grant to Origin SC. The organization is a nonprofit with a great deal of experience managing grants and personal finances for individuals. Origin SC is willing to accept the grant and after securing approval from City Council and the Department of HUD, the organization would have full responsibility for the grant.

5. Housing and Community Development: Mayor and City Council are requested to approve a contract between Meadors Architects and the City of Charleston for architectural and design services for the creation of four designs with seven unique site plans that will lend to the construction of seven or more homes on parcels in the Ashleyville community of the City of Charleston. These homes will be sold to first time homebuyers earning eighty (80) percent and below the Area Median Income. The contract amount is $60,441 for architectural fees plus Reimbursable Expenses in the Not to Exceed amount of $3,850 for a total of $64,291 and will be borne by the 2015-16

Home Investment Partnerships Program Grant Account #470010-52206. The bid for services was released in March 2016 with responses reviewed April 2016.

6. Parks-Capital Projects: Approval of the Daniel Island Boat Landing Memorandum of Understanding (MOU) between City of Charleston and SC Department of Natural Resources for the development, funding, permitting, construction, operation, and maintenance of a public boat landing on the Wando River. The landing will be constructed on property owned by the City (Governors Park) with the parking area to be constructed within the existing right-of-way of Interstate 526. The City has a preliminary design and permits in place. SCDNR will assist the City with the finalization of the design and any permit modifications, assist with the bidding and construction process. If needed, SCDNR will assist with any major repairs or renovations subject to the availability of funds. SCDNR will arrange funding for the construction ($800,000 estimate) from SC Water Recreation Resource Funds and USFWA Sport Fish Restoration Boating Access Grants. The City will own and operate the facility. This agreement will remain in place for 20 years. There is no fiscal impact for this action. Approval of the MOU will allow Parks to coordinate and arrange for funding of the construction with South Carolina Department of Natural Resources.

3.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES-

REQUEST: Mayor and City Council approval is requested to pursue a grant from the Cooper River Bridge Run Fund in the amount of $1000 to provide funds for the Youth Volunteer Corps to plan and hold a Teen Health Summit.

COMMITTEE OF COUNCIL: W&M DATE: October 11, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Director-MOCYF	☑	☐	Lindy S	☐
Grants Manager	☑	☐	Glenn-Ann Rep	☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).
Due to a change in the deadline, this grant had to be submitted on October 7.

CFO's Signature: _____

FISCAL IMPACT
No Cash Match Required

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

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

JOHN J. TECKLENBURG
Mayor

MINDY STURM
Executive Director

JENNIFER GORHAM
Coordinator
Division of Youth Programs

JAMIE ROPER
Coordinator
Senior Support Services

MARIAN WISCHERATH
Division Secretary

City of Charleston
South Carolina
Mayor's Office for Children Youth and Families

MEMORANDUM

To: City of Charleston City Councilmembers
From: Mindy Sturm, Director, Mayor's Office for Children, Youth and Families
Date: October 3, 2016
Subject: AmeriCorps VISTA Grant Program

The Mayor's Office for Children, Youth and Families- Division of Youth Programs submitted a **Cooper River Bridge Run Grant application for $1000**. The grant will provide funding for the Youth Volunteer Corps to plan a Teen Health Summit. Due to time constraints, this is an after the fact approval, with the grant having been submitted on October 7. The original due date for the application was October 12. There is no match required for the grant.

Please do not hesitate to contact me if you have any questions or need further information at 843-965-4190.

75 Calhoun St., Suite 3700, Charleston, SC 29401 ♦ Office (843) 965-4190 ♦ Fax (843) 965-4192
Email: sturmm@charleston-sc.gov Website: www. charleston-sc.gov/mocyf

4.)

COMMITTEE / COUNCIL AGENDA

TO: **John J. Tecklenburg, Mayor**

FROM: Geona Shaw Johnson **DEPT.** Housing and Community Development

SUBJECT **ACCEPTANCE AND TRANSFER OF THE SHELTER PLUS CARE GRANT, IN THE AMOUNT O $59,571.00. THE GRANT #SC0069L4E001501. GRANT PERIOD IS 12.01.16 TO 11.30.17.**

REQUEST **Mayor and City Council are requested to accept a Shelter Plus Care Grant Award from the Department of HUD in the amount of $59,571.00. The grant is used to provide rental assistance for persons or head of households who are disabled and formerly homeless. The City of Charleston's Department of Housing and Community Development (HCD) administers the initial grant in the amount of $285k in partnership with the Berkeley, Charleston, Dorchester Mental Health Center and Family Services, now Origin SC. The initial grant was five years. The City of Charleston currently provides the oversight, which includes report preparation, monitoring the grantees and inspecting the homes prior to clients taking possession of the apartments. We do not receive any portion of the administrative funding for our efforts in the grant. Origin SC receives the administrative funding. The Mental Health Center qualifies the applicants and provides supportive services for the household. Origin SC/Family Services locates the apartments and manages when needed the funding of the individual or head of household. We have attached a flow chart depicting the current partnership structure. In addition, to accepting the grant, we are requesting approval to transfer the grant to Origin SC. The organization is a nonprofit with a great deal of experience managing grants and personal finances for individuals. Origin SC is willing to accept the grant and after securing approval from City Council and the Department of HUD, the organization would have full responsibility for the grant.**

COMMITTEE OF COUNCIL: **Ways and Means** **DATE:** **October 11, 2016**

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Community Dev			Geona Shaw Johnson	x
Corporate Counsel	x		Delaine T. Andrews	✓
Grants Compliance Officer	x		Cherie A. Cole	

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

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

Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

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

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

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1835 Assembly Street
13th Floor
Columbia, SC 29201

Tax ID No.: 57-6000226
CoC Program Grant Number: SC0069L4E001501
Effective Date: 9/28/2016
DUNS No.: 077990786

CONTINUUM OF CARE PROGRAM
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Charleston (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhbit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
   a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
   b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
   c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
   d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
   e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
   f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Bradley S. Evatt

(Signature)

Bradley S. Evatt, Director
(Typed Name and Title)

September 28, 2016
(Date)

RECIPIENT

City of Charleston
(Name of Organization)

By:

(Signature of Authorized Official)

John J. Tecklenburg, Mayor
(Typed Name and Title of Authorized Official)

September 30, 2016
(Date)

Tax ID No.: 57-6000226
CoC Program Grant Number: SC0069L4E001501
Effective Date: 9/28/2016
DUNS No.: 077990786

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.

2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.

3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is $__59571__, allocated between budget line items, as indicated in 4. below.

4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	**Performance Period**
SC0069L4E001501	12-01-2016- 11-30-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	$ 0
b. UFA costs	$ 0
c. Acquisition	$ 0
d. Rehabilitation	$ 0
e. New construction	$ 0
f. Leasing	$ 0
g. Rental assistance	$ 55584
h. Supportive services	$ 0
i. Operating costs	$ 0
j. Homeless Management Information System	$ 0
k. Administrative costs	$ 3987

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 57-6000226
CoC Program Grant Number: SC0069L4E001501
Effective Date: 9/28/2016
DUNS No.: 077990786

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Bradley S. Evatt

(Signature)

Bradley S. Evatt, Director
(Typed Name and Title)

September 28, 2016
(Date)

RECIPIENT

City of Charleston
(Name of Organization)

By:

(Signature of Authorized Official)

John J. Tecklenburg, Mayor
(Typed Name and Title of Authorized Official)

September 30, 2016
(Date)

Continuum of Care Shelter Plus Care Grant

Home to Stay Tenant-based Rental Assistance Program

Agency Chart

Lowcountry Homeless Coalition (LHC)

City of Charleston (Grantee)

•Supervises the entire project

•Has a MOA with all participating agencies regarding the grant implementation

•Has a subrecipient agreement with FSI for the administration and implementation of the grant

•Submits the Annual Progress Report (APR) via ***e-snaps*** within 90 days of the end of the grant's operating year

•Ensure that the leased units meet federal HQS at the execution of the leases and annually thereafter.

Charleston Dorchester Mental Health Center (CDMHC) (Supportive Services Provider)

•Has an MOA to provide intake and referrals for the Shelter Plus Care Grant

•Provides the case management for the clients

•Provide data for federal reports submitted by the City

•Provide documentation of the supportive services match to FSI on a regular basis

Family Services Inc. (FSI) (Project Sponsor)

- Receives referrals for qualified participants into the program from CDMHC and other qualified agencies
- Review agencies providing supportive services quarterly and annually
- Identify living accommodations for clients
- Work with the City to ensure that the leased units are inspected per HQS
- Coordinate client placement in the identified rental homes.
- Manages personal and financial obligations for program participants as needed.
- Processes rental payments to landlords.
- Report client data into the HMIS system
- Provide data for federal reports submitted by the City

COMMITTEE / COUNCIL AGENDA

4.)

TO: Joseph P. Riley, Jr., Mayor

FROM: Geona Shaw Johnson **DEPT.** Housing & Community Dev

SUBJECT: SUBMISSION OF THE SHELTER PLUS CARE/HOME TO STAY GRANT RENEWAL IN THE AMOUNT OF $56,952.00

REQUEST: Mayor and City Council approval is requested to renew the Shelter Plus Care Grant in the amount of $56,952. A match in the amount of twenty-five (25%) is required for submission of the grant and can be secured through in-kind or cash contributions. Both cash and in-kind contributions will serve as match and will be derived from the City of Charleston, Family Services and the Mental Health Center of Charleston, Berkeley and Dorchester counties. The City and the Mental Health Center will provide in-kind contributions through staff salary overseeing the grant. Family Services will provide both in-kind support through staff salary and matching funds of 25% from the Rapid Rehousing funds previously secured. The grant is awarded by the Department of Housing & Urban Development and serves persons who are disabled and homeless who live in the Metropolitan Statistical Area or MSA which covers Berkeley, Charleston and Dorchester Counties. A MOU will be executed at a later date and brought to Council for approval.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** November 10, 2015

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Cmty Deve	X		Geona Shaw Johnson	X
Corporate Counsel	✓		Delinda J. Anderson	✓
Grants Manager			[illegible]	

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

If yes, provide the following: Organization Key _____ Account _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: _____ 11/4/15

FISCAL IMPACT:

Mayor's Signature: _____

Joseph P. Riley, Jr., Mayor

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

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found on the HUD Exchange at https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/ - Program policy questions and problems related to completing the application in e-snaps may be directed to HUD via the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2015 Continuum of Care (CoC) Program Competition. For more information see FY 2015 CoC Program Competition NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2015 CoC Program NOFA and the FY 2015 General Section NOFA.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with onscreen text and the hide/show instructions found on each individual screen.
- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2014 Project Application will be imported into the FY 2015 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the FY 2014 post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.
- Expiring Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Expiring Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2015 CoC Program Competition NOFA.

1A. Application Type

Instructions:

Type of Submission: This field is pre-populated and cannot be changed.

Type of Application: This field is pre-populated and cannot be changed.

Date Received: This field is pre-populated with the date on which the application is submitted and cannot be edited.

Applicant Identifier: Field intentionally left blank, cannot edit.

Federal Entity Identifier: Field intentionally left blank, cannot edit.

Federal Award Identifier: This is a required field for all renewal project applicants. Enter the correct expiring grant number as identified on the final HUD-approved GIW.

Date Received by State: Field intentionally left blank, cannot edit.

State Application Identifier: Field intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Type of Submission:	
2. Type of Application:	Renewal Project Application
If "Revision", select appropriate letter(s):	
If "Other", specify:	
3. Date Received:	11/04/2015
4. Applicant Identifier:	
5a. Federal Entity Identifier:	
5b. Federal Award Identifier: (e.g., the "Expiring Grant Number" that will also be indicated on screen 3A. Project Detail) This grant number must match the grant number on the HUD approved Grant Inventory Worksheet (GIW).	SC0069C4E001000
Check to confrim that the Federal Award Identifier has been updated to reflect the most recently awarded grant number	X
6. Date Received by State:	
7. State Application Identifier:	

1B. Legal Applicant

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on "View Applicant Profile" from the left-menu bar, place the Project Applicant Profile in "edit" mode to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode before clicking on "Back to FY 2015 Renewal Costs Project Application" from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

8. Applicant

a. Legal Name: City of Charleston

b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000226

	c. Organizational DUNS:	077990786	PL US 4	

d. Address

Street 1: PO Box 304

Street 2:

City: Charleston

County:

State: South Carolina

Country: United States

Zip / Postal Code: 29402

e. Organizational Unit (optional)

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application

Prefix:	Mrs.
First Name:	Geona
Middle Name:	
Last Name:	Shaw Johnson
Suffix:	
Title:	Director
Organizational Affiliation:	City of Charleston
Telephone Number:	(843) 724-3766
Extension:	
Fax Number:	(843) 965-4180
Email:	johnsong@charleston-sc.gov

1C. Application Details

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on "View Applicant Profile" from the left-menu bar, place the Project Applicant Profile in "edit" mode to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode before clicking on "Back to FY 2015 Renewal Costs Project Application" from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

9. Type of Applicant:	C. City or Township Government
If "Other" please specify:	
10. Name of Federal Agency:	Department of Housing and Urban Development
11. Catalog of Federal Domestic Assistance Title:	CoC Program
CFDA Number:	14.267
12. Funding Opportunity Number:	FR-5900-N-25
Title:	Continuum of Care Homeless Assistance Competition
13. Competition Identification Number:	
Title:	

1D. Congressional District(s)

Instructions:

Areas Affected By Project: This field is required. Select the State(s) in which the proposed project will operate and serve the homeless.

Descriptive Title of Applicant's Project: This field is populated with the name entered on the Project Form when the project application was initiated. To change the project name, click return to the Submission List and click on "Projects" on the left hand menu. Click on the magnifying glass next to the project name to edit.

Congressional District(s):

a. Applicant: This field is pre-populated from the Project Applicant Profile. Project applicants cannot modify the pre-populated data on this form. However, project applicants may modify the Project Applicant Profile in e-snaps to correct an error.

b. Project: This field is required. Select the congressional district(s) in which the project operates.

Proposed Project Start and End Dates: In this required field, indicate the operating start date and end date for the project.

Estimated Funding: Fields intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

14. Area(s) affected by the project (State(s) only): (for multiple selections hold CTRL key) South Carolina

15. Descriptive Title of Applicant's Project: Home to Stay

16. Congressional District(s):

a. Applicant: (for multiple selections hold CTRL key) SC-001

b. Project: (for multiple selections hold CTRL key) SC-001

17. Proposed Project

a. Start Date: 12/01/2016

b. End Date: 11/30/2017

18. Estimated Funding ($)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. Compliance

Instructions:

Is Application Subject to Review by State Executive Order 12372 Process:In this required field, select the appropriate dropdown option that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

Click the following link to access the lists of those States that have chosen to participate in the intergovernmental review process: http://www.whitehouse.gov/omb/grants_spoc

If the applicant is located in a state or U.S. territory that is required review by State Executive Order 12372, enter the date this application was made available to the State or U.S. territory for review.

Is the Applicant Delinquent on any Federal Debt:In this required field, select the appropriate dropdown option that applies to the project applicant. This question applies to the project applicant's organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "Yes" is selected an explanation is required in the space provided on this screen.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

19. Is the Application Subject to Review By State Executive Order 12372 Process?	b. Program is subject to E.O. 12372 but has not been selected by the State for review.
If "YES", enter the date this application was made available to the State for review:	
20. Is the Applicant delinquent on any Federal debt?	No
If "YES," provide an explanation:	

1F. Declaration

Instructions:

The authorized person for the project applicant organization must agree to the declaration statement in order to proceed to the project application. The list of certifications and assurances are contained in the FY 2015 CoC Program NOFA, and in the e-snaps Project Applicant Profile.

Authorized Representative:The authorized representative's information is pre-populated on this screen from the Project Applicant Profile. A copy of the governing body's authorization for this person to sign the project application as the official representative must be on file in the applicant's office.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

All screens, 1A – 1F must be completed in full before the project applicant will have access to the Project Application in e-snaps.

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

I AGREE: X

21. Authorized Representative

Prefix:	Mayor
First Name:	Joseph P.
Middle Name:	
Last Name:	Riley
Suffix:	Jr.
Title:	Mayor
Telephone Number: (Format: 123-456-7890)	(843) 724-3739
Fax Number: (Format: 123-456-7890)	(843) 720-3827

Email: crumplerm@charleston-sc.gov
Signature of Authorized Representative: Considered signed upon submission in e-snaps.
Date Signed: 11/04/2015

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the icon. To view or update subrecipient information already listed, select the view option.

Total Expected Sub-Awards:

Organization	Type	Sub-Award Amount
This list contains no items		

2B. Recipient Performance

Instructions:

The selections made on this screen by completing all of the mandatory fields marked with an asterisk (*), will provide information on capacity of the project applicant. The screen asks the Project Applicant questions about capacity performance as a HUD grant recipient; in terms of: timely submission of required reports, quarterly eLOCCS drawdowns, addressing HUD monitoring and/or OIG audit findings and the recapture of any funds from the most recently expired grant term of the project.

APR Submission: Select "Yes" or "No" from the dropdown menu to indicate whether you have successfully submitted the APR on time for the most recently expired grant term related to this renewal project request. If "No" is selected, an additional question will appear, in which you must provide an explanation in the textbox; as to why the APR was not submitted in a timely manner.

HUD Monitoring Findings: Select "Yes" or "No" from the dropdown menu to indicate whether your organization has any unresolved HUD Monitoring and/or OIG Audit findings concerning any previous grant term related to this renewal project request. If "Yes" is selected, two new questions will appear, in which the applicant will enter the date of the oldest unresolved finding(s) and explain why the findings remain unresolved in the textbox provided.

Quarterly Drawdowns: Select "Yes" or "No" from the dropdown menu to indicate whether your organization maintained consistent Quarterly Drawdowns from eLOCCS for the most recent grant terms related to this renewal project. If "No," is selected, one new question will appear in which the applicant must explain, in the textbox provided, as to why the recipient has not maintained consistent Quarterly Drawdowns for the most recent grant terms related to this renewal project request.

Recaptured Funds: Select "Yes" or "No" from the dropdown menu to indicate whether any funds have been recaptured by HUD for the most recently expired grant term related to this renewal project request. If "Yes," is selected, one new question will appear, in which the applicant must explain why HUD recaptured funds from the most recently expired grant term.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. APR Submission

Has the recipient successfully submitted the APR on time for the most recently expired grant term related to this renewal project request?	Yes

2. HUD Monitoring Findings

Does the recipient have any unresolved HUD Monitoring and/or OIG Audit findings concerning any previous grant term related to this renewal project request?	No

3. Quarterly Drawdowns

Has the recipient maintained consistent Quarterly Drawdowns for the most recent grant term related to this renewal project request?	Yes

4. Recaptured Funds

Have any Funds been recaptured by HUD for the most recently expired grant term related to this renewal project request?	No

3A. Project Detail

Instructions:

The selections made on this screen will determine which additional forms will need to be completed for this project application.

Expiring Grant Number: This field is pre-populated with the expiring grant number entered on Screen "1A. Application Type."

CoC Number and Name: Select the number and name of the CoC to which the project application will be submitted for the local competition review process. This is the CoC that will submit the CoC Consolidated Application to HUD by the designated submission deadline. Applicants with projects that do not belong to a CoC should select "No CoC."

CoC Applicant Name: Select the name of the CoC Applicant, also known as the Collaborative Applicant, from the dropdown. In most cases, there will only be one name from which to choose. The project applicant should choose the name of the CoC Applicant to which they intend to submit this project application

Project Name: This is pre-populated from the "Project" Form and cannot be edited.

Project Status: The default selection is "Standard," indicating that the applicant is submitting the application to the Collaborative Applicant for consideration in the FY 2015 CoC Program competition. The selection should only be changed to "Appeal" in the event that the project application is rejected by the Collaborative Applicant (either formally in e-snaps or outside of e-snaps) and the project applicant wants to appeal this decision directly to HUD by submitting a solo application. For additional information on the appeal process, see Section X of the FY 2015 CoC Program Competition NOFA. A full explanation of the process is provided on Screen "9A. Notice of Intent to Appeal."

Component Type: This is a required field. Select the component type that identifies the renewal project application type.

Title V: This field is required. Select "Yes" or "No" to indicate if one or more properties being served by this project were acquired under Title V.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Expiring Grant Number: SC0069C4E001000

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2a. CoC Number and Name: SC-500 - Charleston/Low Country CoC

2b. CoC Collaborative Applicant Name: Lowcountry Homeless Coalition

3. Project Name: Home to Stay

4. Project Status:	Standard
5. Component Type:	PH
6. Does this project use one or more properties that have been conveyed through the Title V process?	No

3B. Project Description

Instructions:

ALL PROJECTS

Provide a description that addresses the entire scope of the proposed project: This is a required field. The project description should address the entire scope of the project, including a clear picture of the target population(s) to be served, the plan for addressing the identified needs/issues of the CoC target population(s), projected outcome(s), and coordination with other source(s)/partner(s). The narrative is expected to describe the project at full operational capacity. The description should be consistent with and make reference to other parts of this application.

Does your project participate in a CoC Coordinated Entry Process: This is a required field. Select "Yes" if the project is currently participating in a coordinated entry process. If a coordinated entry process does not exist in the CoC or if the project does not participate, select "No" and the following question will be visible:
- Please explain why your project does not participate in a CoC Coordinated Entry Process as required by 24 CFR part 578

Does your project have a specific population focus: This is a required field. Select "Yes" if your project has special capacity in its facilities, program designs, tools, outreach or methodologies for a specific subpopulation or subpopulations. This does not necessarily mean that the project exclusively serves that subpopulation(s), but rather that they are uniquely equipped to serve them. If "Yes" is selected, select the relevant checkbox(s) to identify the project's population focus.

PH, TH and SSO PROJECTS ONLY

Does the project follow a "Housing First" approach: This is a required field for PH, TH and SSO projects only. Select all applicable checkboxes that indicate whether or not the project currently follows a housing first approach that ensures that participants are not screened out based on barriers such as income, sobriety, etc. Select "none of the above" if the project does not follow a housing first approach.
- Does the project quickly move participants into permanent housing?: This is a required field. The applicant must select "Yes" or "No" from the dropdown.
- Does the project ensure that participants are not screened out based on the listed reasons? (Check all that apply): This is a required field and at least one option must be selected. Multiple checkbox selections are provided.
- Does the project ensure that participants are not terminated from the program for the listed reasons? (Check all that apply) Multiple checkbox selections are provided.
- Does the project follow a "Housing First" approach? This is auto-scored based upon the responses to the questions above and "Yes" or "No" will indicate if the project is using the Housing First approach to house program participants.

PH PROJECTS ONLY

Does the PH project provide PSH or RRH: This is a required field. Select" PSH" if the project will operate according to a permanent supportive housing model as defined by 24 CFR 578. Select "RRH" if the project will operate according to a rapid rehousing model as defined by 24 CFR 578.

PH AND TH PROJECTS ONLY:

Does the project request costs under the rental assistance budget line item?: This is a required field. If requesting rental assistance, select "Yes" from the dropdown menu. If not requesting rental assistance in this project application, select "No".

RENTAL ASSISTANCE PROJECTS ONLY

Is this a CoC Program leasing or former SHP project that had been approved by HUD to revise the renewal project budget from leasing to rental assistance? (This change must have been listed on the final HUD-approved FY 2015 GIW. See 24 CFR 578.49(b)(8)): This is a required field. "Yes" should only be selected HUD approved a change from leasing to rental assistance during the FY 2015 GIW process.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Provide a description that addresses the entire scope of the proposed project.

For five years the Home to Stay Shelter Plus Care program has provided services through Charleston Dorchester Department of Mental Health (CDMH) and Family Services, Inc. (FSI). The City of Charleston is the sponsor for HUD's purposes, and Family Services, Inc. manages the funding for rental assistance payments.

Through the coordinated entry system in our CoC potential participants who are homeless or at risk of homelessness are referred to FSI to help them find suitable permanent housing. FSI also provides rental assistance payments to landlords to help the participant sustain that permanent housing. Participants receive ongoing counseling from CDMH and financial budgeting counseling from FSI. The goals are for the participant to receive supportive services that will allow them to gain and sustain permanent housing, and maintain or increase their total income. Six participants are served by the program on an ongoing basis, and more are admitted if funding is available.

need for this program is great and there is always a waiting list. This one year renewal application will permit the current six participants to remain in permanent housing and to receive supportive services. CDMH donates counseling services and FSI donates financial coaching. HUD funds from the Shelter Plus Care grant are used to pay the rental assistance.

2. Does your project participate in a CoC Coordinated Entry Process? Yes

3. Does your project have a specific population focus? Yes

3a. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless		**Domestic Violence**	
Veterans		**Substance Abuse**	
Youth (under 25)		**Mental Illness**	X
Families with Children		**HIV/AIDS**	
		Other (Click 'Save' to update)	

Other:

4. Housing First

a. Does the project quickly move participants into permanent housing Yes

b. Does the project ensure that participants are not screened out based on the following items? Select all that apply. By checking all of the first four boxes, this project will be considered low barrier.

Having too little or no income	X
Active or history of substance abuse	X
Having a criminal record with exceptions for state-mandated restrictions	X
History of domestic violence (e.g. lack of a protective order, period of separation from abuser, or law enforcement involvement)	X
None of the above	

c. Does the project ensure that participants are not terminated from the program for the following reasons? Select all that apply.

Failure to participate in supportive services	X
Failure to make progress on a service plan	X
Loss of income or failure to improve income	X
Being a victim of domestic violence	X
Any other activity not covered in a lease agreement typically found in the project's geographic area.	X
None of the above	

d. Does the project follow a "Housing First" approach? Yes

5. Does the PH project provide PSH or RRH? PSH

5a. Does the project request costs under the rental assistance budget line item? Yes

5b. Is this a CoC Program leasing or former SHP project that had been approved by HUD to revise the renewal project budget from leasing to rental assistance? (This change must have been listed on the final HUD-approved GIW. See 24 CFR 578.49(b)(8))	No

4A. Supportive Services for Participants

Instructions:

Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with local and federal educational laws, including the McKinney-Vento Act. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Does the proposed project have a designated staff person to ensure that children are enrolled in school and receive educational services, as appropriate: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project has a designated staff person responsible for ensuring that children and youth are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Describe the manner in which the project applicant will take into account the educational needs of children when children and/or families are placed in housing: This is a required field if a response of "No" is given for either one of the two preceding questions. Use this space to explain how the project will plan to meet the educational needs of children and youth participants according to the requirements specified under section 426.B.4 of the McKinney-Vento Act as amended by HEARTH.

For all supportive services available to participants, indicate who will provide them, and how often they are provided. This field is required and at least one value must be entered. Complete each row of drop down menus for supportive services that will be available to participants, using the funds requested through the application, and funds from other sources. If more than one Provider is relevant for a single service, please select the provider that corresponds to the highest frequency.
- Provider: select one of the following: "Applicant" to indicate that the applicant will provide the service directly; "Subrecipient" to indicate that a subrecipient will provide the service directly; "Partner" to indicate that an organization that is not a subrecipient of project funds but with whom a formal agreement or MOU has been signed will provide the service directly; or, "Non-Partner" to indicate that a specific organization with whom no formal agreement has been established regularly provides the service to clients. If more than one provider offers the service at the same frequency, choose the provider according to the following: Applicant, then Subrecipient, then Partner, and lastly, non-Partner.
- Frequency: Select the most common interval of time for which the service is accessible to participants. If two frequencies are equally common, choose the interval with the highest frequency.

Applicants may leave dropdown menus as "—select—" when services are not applicable.

Please identify whether the project includes the following activities:
- Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs? Select "Yes" or "No" from the dropdown menu.
- Use of a single application form for four or more mainstream programs? Select "Yes" or "No" from the dropdown menu.
- At least annual follow-ups with participants to ensure mainstream benefits are received and renewed? Select "Yes" or "No" from the dropdown menu.
- Do project participants have access to SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency? Select "Yes or "No" from the dropdown menu. If "Yes" is selected the following question will become visible:

- Has the staff person providing the technical assistance completed SOAR training in the past 24 months. Select "Yes" or "No" from the dropdown menu.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1a. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Not Applicable

1b. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Not Applicable

2. For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they will be provided.
Click 'Save' to update.

Supportive Services		Provider	Frequency
Assessment of Service Needs		Partner	As needed
Assistance with Moving Costs		Partner	As needed
Case Management		Partner	As needed
Child Care		Non-Partner	As needed
Education Services		Non-Partner	As needed
Employment Assistance and Job Training		Non-Partner	As needed
Food		Non-Partner	As needed
Housing Search and Counseling Services		Partner	As needed
Legal Services		Non-Partner	As needed
Life Skills Training		Non-Partner	As needed
Mental Health Services		Partner	As needed
Outpatient Health Services		Non-Partner	As needed
Outreach Services		Partner	As needed
Substance Abuse Treatment Services		Non-Partner	As needed
Transportation		Non-Partner	As needed
Utility Deposits		Non-Partner	As needed

3. Please identify whether the project includes the following activities:

3a. Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs? No

3b. Use of a single application form for four or more mainstream programs?	Yes
3c. At least annual follow-ups with participants to ensure mainstream benefits are received and renewed?	Yes
4. Do project participants have access to SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency?	Yes
4a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months.	Yes

4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the icon. To view or update a housing site already listed, select the icon.

Total Units: 6
Total Beds: 6
Total Dedicated CH Beds: 0
Total Prioritized CH Beds: 1

Housing Type	Units	Beds	Dedicated CH Beds	Non-Dedicated CH Beds
Scattered-site apartments (...	6	6	0	6

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail screen should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail screen. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail screen.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

PH-PSH PROJECTS ONLY

How many of the total beds entered in "2b. Beds" are dedicated to the chronically homeless: This is a required field. Enter that total number of beds that are dedicated to the chronically homeless (CH). Dedicated CH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness, as defined at 24 CFR 578.3, unless there are no persons within the CoC that meet that criteria. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). If a project has dedicated beds to serve CH families, all beds serving the household should be included in this number. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "2b. Beds" are not dedicated to the chronically homeless? This is a required field. Enter the total number of beds that are not dedicated to the chronically homeless. If none of the beds are not dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "2b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. Enter the number of beds that are not dedicated to the chronically homeless but that are currently, or will be upon turnover, prioritized for the chronically homeless. This will be incorporated into the projects grant agreement for FY 2015 and represents the minimum number of beds for which the chronically homeless will be prioritized. If none of the beds are prioritized for the chronically homeless, enter "0."

How many of the beds listed in question "2c." above will be prioritized for use by the chronically homeless? This is a required field. Use the number of turnover beds that are not dedicated to the chronically homeless and that you estimated in field c to estimate and enter the number of those beds that will be prioritized for the chronically homeless as soon as they do turnover.

ALL PROJECTS EXCEPT HMIS

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 6

b. Beds: 6

3. Beds for the Chronically Homeless

a. How many of the total beds entered in "2b. Beds" are dedicated to the chronically homeless?	0
b. How many of the total beds entered in "2b. Beds" are not dedicated to the chronically homeless?	6
c. How many of the beds listed in question "3b." above will likely become available through turnover in the FY 2015 operating year?	1
d. How many of the beds listed in question "3c." above will be prioritized for use by the chronically homeless in the FY 2015 operating year?	1

4. Address:

Street 1: 4925 Lacross Road

Street 2: Suite 215

City: North Charleston

State: South Carolina

ZIP Code: 29406

5. Select the geographic area(s) associated with the address: (for multiple selections hold CTRL Key)

450300 Charleston, 459035 Dorchester County

5A. Project Participants - Households

Instructions:

ALL PROJECTS EXCEPT HMIS

In each non-shaded field list the number of households or persons served at maximum program capacity. The numbers here are intended to reflect a single point in time at maximum occupancy and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Households: Enter the number of households under at least one of the categories: Households with at least One Adult and One Child, Adult Households without Children, or Households with Only Children.

Households with at least One Adult and One Child: Enter the total number of households with at least one adult and one child. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Households without Children: Enter the total number of adult households without children. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Households with Only Children: Enter the total number of households with only children. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Characteristics: Enter the total number of homeless that fall under one of the characteristics listed.

Persons in Households with at least One Adult and One Child: Enter the number of persons in households with at least one adult and on child for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Persons in Households without Children: Enter the number of persons in households without children for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children: Enter the number of persons in households with only children for each demographic row. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Totals: All fields in the "Total Number..." and "Total Persons" rows will automatically calculate when the "Save" button is clicked.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households		6		6

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total

Adults over age 24		6		6
Adults ages 18-24				0
Accompanied Children under age 18				0
Unaccompanied Children under age 18				0
Total Persons	0	6	0	6

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

Instructions:

ALL PROJECTS EXCEPT HMIS

*This screen can only be completed once Screen "5A. Project Participants – Households" has been completed and saved.

In each non-shaded field enter the number of persons served at maximum program capacity according to their age group, disability status, and the extent in which persons served fit into one or more of the subpopulation categories. The numbers here are intended to reflect a single point in time at maximum capacity and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Complete each of the three charts on this screen according to household types.

Persons in Households with at least one Adult and One Child chart: Enter only persons in households with at least one adult and one child. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and at least one person under the age of 18.

Persons in Households without Children chart: Enter only persons in adult households without children. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children chart: Enter only persons in households with only children. To be listed on this chart, a person must be part of a household with no persons at or above the age of 18, and only persons under the age of 18.

Total Persons: All fields in the "Total Persons" rows will calculate automatically when the "Save" button is clicked. Describe the unlisted subpopulations referred to above: This field is visible and mandatory if a number greater than 0 is entered into the column "Persons not represented by listed subpopulations." Enter text that describes the person(s) identified in this column and explains how they do not fall under the other categories in columns 1 through 9.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

Persons in Households with at Least One Adult and One Child

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Adults over age 24										
Adults ages 18-24										
Children under age 18										
Total Persons	0	0	0	0	0	0	0	0	0	0

Persons in Households without Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Adults over age 24						6				
Adults ages 18-24										
Total Persons	0	0	0	0	0	6	0	0	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

5C. Outreach for Participants

Instructions:

ALL PROJECTS EXCEPT HMIS

Enter the percentage of project participants that will be coming from each of the following locations: This is a required field. Enter the percentage (between 0% and 100%) of participants that will be coming from each of the following locations:
- Directly from the street or other locations not meant for human habitation
- Directly from emergency shelters
- Directly from safe havens
- From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens (persons coming from TH are not considered to be chronically homeless)
- Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (only applicable to TH and SSO projects)
- Persons fleeing domestic violence

Total of above percentages: The percentages entered will automatically sum when all required fields are entered and the "Save" button is clicked. A warning message will appear if the total is greater than 100%.

If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements.

AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless: This field is required if the total percentage calculated above is less than 100 percent or if a number greater than 0 was entered in the "Persons at imminent risk of losing their nighttime residence" field. If both apply, the project applicant must provide a response to both questions in this field.

If the total percentage calculated above is less than 100 percent, explain where the unaccounted for participants will come from. All participants served in CoC Program funded projects must meet eligibility criteria set forth in the CoC Program interim rule and the FY 2015 CoC Program NOFA.

If the field for "Persons at imminent risk of losing their nighttime residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing" contains a percentage greater than 0, the project applicant must indicate how these persons meet the eligibility criteria for the project component being requested (may only be TH or SSO).

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Enter the percentage of project participants that will be coming from each of the following locations.

	Directly from the street or other locations not meant for human habitation.
	Directly from emergency shelters.
50%	**Directly from safe havens.**

	Directly from the street or other locations not meant for human habitation.
50%	From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens.
	Persons fleeing domestic violence.
100%	Total of above percentages

2. If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements

6A. Standard Performance Measures

Instructions:

ALL PROJECTS EXCEPT HMIS

Housing Measures: This is a required field. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year: If permanent housing, count each participant who is still living in your units supported by your facility in addition to clients who have exited your units/project and moved into another permanent housing situation. If transitional housing or a safe haven, only count persons who have exited your units/project and moved into a permanent housing situation.

Income Measure: This is a required field where at least one option must be chosen by the project applicant.

a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

For each measure, enter a number in the blank cells according to the following instructions:

Universe (#): Enter the total number of persons about whom the measure is expected to be reported. The Universe is the total pool of persons that could be affected.

Target (#): Enter the number of applicable clients from the universe that are expected to achieve the measure within the operating year. The Target is the total number of persons from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Specify the universe and target for the housing measure. Click 'Save' to calculate the target percent (%).

Housing Measure	Target (#)	Universe (#)	Target (%)
1a. PSH: Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing destinations (per data element 3.12 of the 2014 HMIS Data Standards) during the operating year.	5	6	83%

2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal. Click 'Save' to calculate the target percent (%).

Income Measure	Target (#)	Universe (#)	Target (%)
2a. Adults who maintained or increased their total income (from all sources) as of the end of the operating year or project exit.	5	6	83%
OR			
2b. Adults who maintained or increased their earned income as of the end of the operating year or project exit.			0%

6B. Additional Performance Measures

Instructions:

ALL PROJECTS EXCEPT HMIS; MANDATORY FOR SSO COORDINATED ENTRY

For each additional measure, fill in the blank cells according to the following instructions:

Performance Measure: Provide a name for the additional performance measure. This name will populate the list on the parent additional performance measures form.

Universe (#): Enter the total number of persons/units/items about whom/which the measure is expected to be reported. The Universe is the total pool of persons/units/items that could be affected.

Target (#): Enter the number of applicable persons/units/items from the universe who/that are expected to achieve the measure within the operating year. The Target is the total number of persons/units/items from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Data Source: (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results: This is a required field. Use the text box provided to provide as much detail concerning the data systems and methods as possible.

Specific data elements and formula proposed for calculating results: This is a required field. Use the text field provided and be specific.

Rationale for why the proposed measure is an appropriate indicator of performance for this program: This is a required field. Use the text field provided to describe the appropriateness of the measure given the nature of the program.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

Proposed Measure
This list contains no items

7A. Funding Request

Instructions:

ALL PROJECT APPLICATIONS

The fields that must be completed on this screen will vary based on the project type, program type, and component type selected earlier in the project application.

Do any of the properties in this project have an active restrictive covenant: This is a required field. Select "Yes" or "No" to indicate whether or not one or more of the project properties are subject to an active restrictive covenant. As a reminder, any project awarded capital cost funds (new construction, acquisition, or rehabilitation) has a 20 year or if initially awarded under the CoC Program (FY 2012 capital costs and beyond) a 15 year use restriction.

Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project: This is a required field. Indicate if this project previously received funds under either the Samaritan Housing or Permanent Housing Bonus initiative. If yes, then the project must continue to meet the requirements of the initiative, as specified in the Homeless Assistance Grants NOFA for the year in which funds were originally awarded, in order to continue to receive renewal funding under the CoC Program Competition.

Are the requested renewal funds reduced from the previous award as a result of reallocation?: This is a required field. Select "Yes" or "No" to indicate whether the renewal project is reduced through the reallocation process. The response will be compared to the CoC's Reallocation Forms.

Does this project propose to allocate funds according to an indirect cost rate? This is a required field. Select 'Yes' or 'No' to indicate whether the project either has an approved indirect cost plan in place or will propose an indirect cost plan by the time of conditional award. For more information concerning indirect costs plans, please consult 2 CFR Part 200.56, Part 200.413 and Part 200.414, FY 2015 NOFA and contact your local HUD office. The following questions become visible if "Yes" is selected:
- Please complete the indirect cost rate schedule below: Must complete at least one row.
- Has this rate been approved by your cognizant agency?: Select "Yes" or "No" from the dropdown menu.
- Do you plan to use the 10% de minimis rate? Select "Yes" or "No" from the dropdown menu.
Select a grant term: This field is pre-populated with a one-year grant term and cannot be edited.

Select the costs for which funding is being requested: This is a required field. All project applications must identify the eligible cost budget for which funding is being requested. The choices available will depend on the component and project type selected on Screen "3A Project Detail." The following eligible costs may be listed: leased units, leased structures, rental assistance, supportive services, operations, and HMIS. Indicate only those activities listed on the CoC's final HUD-approved FY 2015 GIW.

If you do not see the funding budgets that you expected, you may need to return to Screen "3A. Project Detail" to review the "Component Type" and/or "3B. Project Description" to review the type of project selected. See the FY 2015 CoC Program NOFA for additional guidance.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Do any of the properties in this project have an active restrictive covenant? No

2. Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project?	No
3. Are the requested renewal funds reduced from the previous award as a result of reallocation?	No
4. Does this project propose to allocate funds according to an indirect cost rate?	No
5. Renewal Grant Term:	1 Year

6. Select the costs for which funding is being requested:

Leased Units	
Leased Structures	
Rental Assistance	X
Supportive Services	
Operations	
HMIS	

7D. Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the icon. To view or update information already listed, select the icon.

		Total Request for Grant Term:	$56,952
		Total Units:	6
Type of Rental Assistance	**FMR Area**	**Total Units Requested**	**Total Request**
TRA	SC - Charleston-North Charleston-Summ...	6	$56,952

Rental Assistance Budget Detail

Instructions:

Type of Rental Assistance: Select the applicable type of rental assistance from the dropdown menu. Options include tenant-based (TRA), sponsor-based (SRA), and project-based assistance (PRA). Each type has unique requirements and applicants should refer to the 24 CFR 578.51 before making a selection.

Metropolitan or non-metropolitan fair market rent area: This is a required field. Select the FY 2015 FMR area in which the project is located. The list is sorted by state abbreviation. The selected FMR area will be used to populate the rents in the chart below.

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents: In the FY 2015 CoC Program Competition, eligible renewal projects requesting rental assistance are permitted to request a per-unit amount less than the Fair Market Rent (FMR). If the project applicant wants to request less than the FMR, select "Yes" from the dropdown for this question. The project applicant will then have the ability to enter an amount in the "HUD Paid Rent (applicant)" field that is less than the amount listed in the "FMR Area (applicant)" field. The following question is visible when PRA is selected:

Are you requesting a 15 year renewal per the FY2015 CoC Program NOFA? This request is only available for PH PRA rental assistance projects and 1 year of funding according to the relevant section of the FY 2015 CoC Program Competition NOFA.

Size of units: These options are system generated. Unit size is defined by the number of distinct bedrooms and not by the number of distinct beds.

# of units: This is a required field. For each unit size, enter the number of units for which funding is being requested. The number(s) listed should match the CoC's HUD-approved FY 2015 GIW.

FMR: These fields are populated with the FY 2015 FMRs based on the FMR area selected by the project applicant. The FMRs are available online at http://www.huduser.org/portal/datasets/fmr.html.

HUD Paid Rent: For each unit size, enter the rent to be paid by the CoC program grant. This rent cannot exceed the FMR amount in the previous column; however, project applicants may request less than the FMR. Once funds are awarded recipients must document compliance with the rent reasonableness requirement set forth in section 578.51(g) of the CoC Program interim rule. (If the applicants select "No" above, this column will not be available for edit)

12 Months: These fields are populated with the value 12 to calculate the annual rent request.

Total Request: This column populates with the total calculated amount from each row based on the number of units multiplied by the corresponding "HUD Paid Rent" and by 12 months. If the applicant selected "No" above, the automatic calculation will be based on the FMR and not the "HUD Paid Rent.".

Total Units and Annual Assistance Requested: The fields in this row are automatically calculated based on the total number of units and the sum of the total requests per unit size per year.

Grant Term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on total annual assistance requested multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

Type of Rental Assistance: TRA

Metropolitan or non-metropolitan fair market rent area: SC - Charleston-North Charleston-Summerville, SC MSA (4501599999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)		FMR Area (Applicant)	HUD Paid Rent (Applicant)		12 Months		Total Request (Applicant)
SRO		x	$569	$569	x	12	=	$0
0 Bedroom		x	$759	$759	x	12	=	$0
1 Bedroom	6	x	$791	$791	x	12	=	$56,952
2 Bedrooms		x	$940	$940	x	12	=	$0
3 Bedrooms		x	$1,217	$1,217	x	12	=	$0
4 Bedrooms		x	$1,615	$1,615	x	12	=	$0
5 Bedrooms		x	$1,857	$1,857	x	12	=	$0
6 Bedrooms		x	$2,100	$2,100	x	12	=	$0
7 Bedrooms		x	$2,342	$2,342	x	12	=	$0
8 Bedrooms		x	$2,584	$2,584	x	12	=	$0
9 Bedrooms		x	$2,826	$2,826	x	12	=	$0
Total Units and Annual Assistance Requested	6							$56,952
Grant Term								1 Year
Total Request for Grant Term								$56,952

Click the 'Save' button to automatically calculate totals.

7H. Sources of Match/Leverage

The following list summarizes the funds that will be used as Match or Leverage for the project. To add a Matching/Leverage source to the list, select the icon. To view or update a Matching/Leverage source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	$3,235
Total Value of In-Kind Commitments:	$32,000
Total Value of All Commitments:	$35,235

Summary for Leverage

Total Value of Cash Commitments:	$91,408
Total Value of In-Kind Commitments:	$0
Total Value of All Commitments:	$91,408

Match/ Leverage	Type	Source	Contributor	Date of Commitment	Value of Commitments
Match	In-Kind	Government	Charleston Dorche...	11/05/2015	$12,000
Match	Cash	Private	Family Services, ...	10/29/2015	$3,235
Leverage	Cash	Private	Family Services, ...	10/29/2015	$91,408
Match	In-Kind	Government	City of Charlesto...	11/04/2015	$20,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "7I. Summary Budget." The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Will this commitment be used towards Match or Leverage?	Match
2. Type of Commitment:	In-Kind
3. Type of Source:	Government
4. Name the Source of the Commitment: (Be as specific as possible and include the office or grant program as applicable)	Charleston Dorchester Dept of Mental Health
5. Date of Written Commitment:	11/05/2015
6. Value of Written Commitment:	$12,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "7I. Summary Budget." The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Will this commitment be used towards Match or Leverage?	Match
2. Type of Commitment:	Cash
3. Type of Source:	Private
4. Name the Source of the Commitment: (Be as specific as possible and include the office or grant program as applicable)	Family Services, Inc.
5. Date of Written Commitment:	10/29/2015
6. Value of Written Commitment:	$3,235

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "7I. Summary Budget." The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Will this commitment be used towards Match or Leverage?	Leverage
2. Type of Commitment:	Cash
3. Type of Source:	Private
4. Name the Source of the Commitment: (Be as specific as possible and include the office or grant program as applicable)	Family Services, Inc.
5. Date of Written Commitment:	10/29/2015
6. Value of Written Commitment:	$91,408

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "7I. Summary Budget." The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Will this commitment be used towards Match or Leverage?	Match
2. Type of Commitment:	In-Kind
3. Type of Source:	Government
4. Name the Source of the Commitment: (Be as specific as possible and include the office or grant program as applicable)	City of Charleston Dept. of Housing and Community Development
5. Date of Written Commitment:	11/04/2015
6. Value of Written Commitment:	$20,000

7I. Summary Budget

Instructions:

The system populates a summary budget based on the information entered into each preceding budget form. Review the data and return to the previous forms to correct any inaccurate information. All fields are read only with exception to field "8. Admin (Up to 10%)."

Admin (Up to 10%): Enter the amount of requested administration funds. The request should match the amount identified on the CoC's HUD-approved FY 2015 GIW. HUD will not fund greater than 10% of the request listed in the field "Sub-Total Eligible Costs Request." If an amount above 10% is entered, the system will report an error and prevent application submission when the screen is saved.

Total Assistance plus Admin Requested: This field is automatically populated based on the amount of funds requested on the various budgets completed by the project applicant and Admin costs requested. This is this is the total amount of funding the project applicant will request in the FY 2015 CoC Program Competition.

Cash Match: This field is automatically populated. If it needs to be changed, return to Screen "7H. Sources of Match/Leverage" to make changes to this field.

In-Kind Match: This field is automatically populated. If it needs to be changed, return to Screen "7H. Sources of Match/Leverage" to make changes to this field.

Total Match: This field will automatically calculate the total combined value of the Cash and In-Kind Match. The total match must equal 25% of the request listed in the field "Total Eligible Costs Request" minus the amount requested for Leased Units and Leased Structures. There is no upper limit for Match. If an ineligible amount is entered, the system will report an error and prevent application submission. To correct an inadequate level of match, return to Screen "7H. Sources of Match/Leverage" to make changes.

Cash and In-Kind Match entered into the budget must qualify as eligible program expenses under the CoC program regulations. Compliance with eligibility requirements will be verified at grant agreement.

The Total Budget automatically calculates when you click the "Save" button.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

The following information summarizes the funding request for the total term of the project. However, the appropriate amount of cash and in-kind match and administrative costs must be entered in the available fields below.

Eligible Costs	Total Assistance Requested for 1 year Grant Term (Applicant)
1a. Leased Units	$0
1b. Leased Structures	$0
2. Rental Assistance	$56,952

3. Supportive Services	$0
4. Operating	$0
5. HMIS	$0
6. Sub-total Costs Requested	$56,952
7. Admin (Up to 10%)	$3,987
8. Total Assistance plus Admin Requested	$60,939
9. Cash Match	$3,235
10. In-Kind Match	$32,000
11. Total Match	$35,235
12. Total Budget	$96,174

8A. Attachment(s)

Instructions:

Subrecipient Nonprofit Documentation: Documentation of the subrecipient's nonprofit status must be uploaded, if the applicant and project subrecipient are different entities, and the subrecipient is a nonprofit organization.

Other Attachment(s): Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

If indicated on Screens 3A and/or 3B, the following additional attachment screens may be visible that should be used instead of Screen 8A. Attachments:

CoC Rejection Letter: Projects that are applying for CoC funds and that have been rejected for the competition by their CoC (Solo Projects) must submit documentation from the CoC verifying and explaining why the project has been rejected.

Certification of Consistency with Consolidated Plan: Each applicant that is not a State or unit of local government is required to have a certification by the jurisdiction in which the proposed project will be located confirming that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made in accordance with the provisions of the consolidated plan regulations at 24 CFR part 91, subpart F. For projects that selected "No CoC" on Screen 3A, a form HUD-2991 must be obtained and signed by the certifying official for the applicable jurisdiction, indicating that the proposed project will be consistent with the Consolidated Plan. If the Solo Applicant is a State or unit of local government, the jurisdiction must certify that it is following its HUD-approved Consolidated Plan.

Additional Resources can be found at the HUD Resource Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No		
3) Other Attachment	No		

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

8B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official Joseph P. Riley

Date: 11/04/2015

Title: Mayor

Applicant Organization: City of Charleston

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, ficticious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).	X

9B Submission Summary

Page	Last Updated
1A. Application Type	11/03/2015
1B. Legal Applicant	No Input Required
1C. Application Details	No Input Required
1D. Congressional District(s)	11/03/2015
1E. Compliance	11/03/2015
1F. Declaration	11/03/2015
2A. Subrecipients	No Input Required
2B. Recipient Performance	11/03/2015
3A. Project Detail	11/03/2015
3B. Description	11/03/2015
4A. Services	11/03/2015
4B. Housing Type	11/04/2015
5A. Households	11/03/2015
5B. Subpopulations	No Input Required
5C. Outreach	11/03/2015
6A. Standard	11/03/2015
6B. Additional Performance Measures	No Input Required
7A. Funding Request	11/03/2015
7D. Rental Assistance	11/03/2015
7H. Match/Leverage	11/04/2015
7I. Summary Budget	No Input Required
8A. Attachment(s)	No Input Required
8B. Certification	11/03/2015

COMMITTEE / COUNCIL AGENDA

5.)

TO: John Tecklenburg, Mayor

FROM: Geona Shaw Johnson **DEPT.** Housing and Community Development

SUBJECT: ARCHITECTURAL AND DESIGN SERVICES FOR THE DEVELOPMENT OF FOUR DESIGNS WITH SEVEN UNIQUE SITE PLANS

REQUEST: Mayor and City Council are requested to approve a Contract between Meadors Architects and the City of Charleston for architectural and design services for the creation of four designs with seven unique site plans that will lend to the construction of seven or more homes on parcels in the Ashleyville community of the City of Charleston. These homes will be sold to first time homebuyers earning eighty (80) percent and below the Area Median Income. The Contract amount is $60,441 for architectural fees plus Reimbursable Expenses in the Not to Exceed amount of $3,850 for a total of $64,291 and will be borne by the 2015-16 Home Investment Partnerships Program Grant Account #470010-52206. The bid for services was released in March 2016 with responses reviewed April 2016.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** October 11, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	x			x
Housing & Community	x			x
Development				

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

Mayor's Signature: _____
John Tecklenburg, Mayor

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

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES

The City of Charleston, Department of Housing and Community Development is requesting proposals from qualified architects to provide architectural services for the development of three (3) individual lots that are located in the Ashleyville neighborhood of West Ashley in the City of Charleston, SC. Each lot will support more than one residence, and the size of each residence will be approximately 1100 square feet of living area. Estimated number of houses to be constructed is between six and eight. Initially, the architectural services will consist of conceptual development and presentation of the sites to the Maryville/Ashleyville Neighborhood Association. Upon conceptual agreement, the selected architect will present to the City of Charleston's BZA-Zoning, Design Review Committee, and Technical Review Committees as needed to obtain City Planning approvals. Subsequently, the architectural work will consist of the development of full design and construction documents with permitting and construction support.

Selection for services will be based upon experience with similar projects, references, scheduling, cost reasonableness, and other relevant criteria. The City may reject any/or all bids deemed in the best interest of the City. Interested architectural professionals should submit a letter of interest, including relevant project experience, and proposal for architectural services on or before Monday, March 28, 2016 at 4:30 p.m. at the address below.

City of Charleston
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, SC 29401
Attention: Michael Kiefer
(843) 965-4181

MINNIE (3)
HILLSBORO (2)
5th AVE. (1)

Score-Sheet

Ashleyville Project RFQ

Firm	Scores of Scorers					Total Score
Studio A	59.5	81	70	60	78	348.5
Meadors	82	100	87	77	92	438
Red Iron	72	90	71	100	91	424

Buyer Date

Witness Date

Housing & Community Development Project for Ashleyville

April 27, 2016

Participant Name	Telephone	Email Address
Jane Hamilto	843-556-5534	glory2574@aol.com
Joseph H. Wolfe, Jr	843-725-7703	hwolfe146@comcast.net
MICHAEL RICHER	843-965-4181	
Theron Snype	843-973-[illegible]	
[illegible]		
[illegible]	[illegible]	
[illegible]		

MEADORS

RESTORATION ARCHITECTURE CONSTRUCTION DESIGN SERVICES ARTISANS

March 28, 2016

City of Charleston Department of Housing and Community Development
Attention: Michael Kiefer
75 Calhoun Street, Suite 3200
Charleston SC 29401

Re: PROPOSALTO PROVIDE ARCHITECTURE SERVICES IN ASHLEYVILLE NEIGHBORHOOD—DEVELOPMENT OF 3 INDIVIDUAL LOTS

Dear Mr. Kiefer,

Thank you for giving us the opportunity to submit our proposal to provide architectural services for the project in the Ashleyville neighborhood. The following letter lays out our architectural services by phase and describes our approach. If you have any questions about it, please feel free to call me.

Scope of Work: The scope of work is to provide architectural services for the development of three individual lots in the Ashleyville neighborhood of West Ashley in Charleston, SC. There is an estimated six to eight newly constructed 1100 square foot single family residences to be built on the lots. Architectural work will consist of developing new designs and construction documents with permitting and construction support for each dwelling. Architect will present to the Maryville/Ashleyville Neighborhood Association, and upon conceptual agreement, to the City of Charleston's Design Review and BZA-Zoning Committees to obtain appropriate approvals. Architectural services will begin within 30 days of selection and acceptance.

About Us: Meadors is a unique collaborative that is made up of six workshops under one roof and one company In addition to architecture, we offer conservation, construction, wood shop, estate management, and design services. Due to our unique collaborative approach with our other in-house workshops, we have developed the technical excellence in our documents to design ideas that are buildable. We will work with you to design a reality-based design in which we design to your budget.

Services: The architectural services that we will provide for the project include the following.

PHASE I:

Pre-Design: Our first step in the architectural process will be visit the sites and note any relevant features on the site and determine the opportunities and limits. The resulting drawing will include a site plan, which will use the survey (described below) as an underlay, as well as noting the location of trees, setbacks, curb cuts, utilities, adjacent properties, and any other notable site features. We will also engage you in active listening, questioning, evaluating needs and wishes, clipping inspirational images, and interviewing you with our programming questionnaire.

Schematic Design: The first phase in the design process is schematic design. During this phase, we will meet with you to discuss in detail your goals for the project and then we will develop design options/ solutions to the programmatic requests that you have outlined Usually we develop about three or more proposed solutions. After meeting and discussing these ideas once or multiple times, we will arrive at one design to be developed. In addition, at this point, we will make some preliminary selections of materials for the exterior of the building such as wall material and window style. At the end of this phase, we will have a preliminary site plan, preliminary floor plans and elevations of the house, and preliminary code analysis. Our drawings will be created using AutoCAD/Revit software.

Design Development: During this phase, we will refine the design which was developed in the schematic design phase. This includes, but is not limited to, the selection of all materials such as floor finishes, windows and doors, lighting and plumbing fixtures. We have extensive knowledge and experience with materials and their maintenance requirements and durability, which will be one of the most important factors in the final selection of materials. It is our goal to select materials that are not expensive, but that are durable and will not burden the end owner with unnecessary expense and premature repair. At the end of this phase, the floor plans, elevations, and sections will be more detailed than in schematic design, and we will be developing additional drawings such as interior elevations and window and door schedules. In addition, we will be developing a "finish notebook" and project specifications to assist in the bidding and construction phase.

Approvals: At the end of Design Development, we will be required to seek Board of Zoning and Design Review Committee approvals for your project. In addition, presentations to the Boards often require the preparation of presentation, such as a model or color renderings. We have a great working relationship with these boards and have had great success on our numerous past and current projects.

PHASE II:

Construction Drawings: During this phase, the architectural drawings will be completed, at a minimum, to the level required for a contractor to pull a permit from the City of Charleston for construction. This typically includes a site plan, floor plans, exterior elevations, building sections, wall sections, general notes, window and door schedules, details, energy notes, electrical plans, and structural drawings, notes, and calculations. In addition, we will engage the services of a structural engineer to provide structural drawings and details, and any other engineers, such as mechanical, electrical or plumbing engineers, that we feel are necessary to complete the project. We have great relationships with a number of engineering consultants that can bring value to the project.

PHASE III:

Construction Administration: We will provide construction administration during the project, understanding that your department will handle the bulk of this task. We typically visit the site at a minimum of once a week, or as often as we feel is necessary to ensure the quality of the work, and reviewing submittals for payment from the contractor We understand that this number of site visits is outside the contracted scope and that your department will handle reviewing the contractor's application for payment/submittals. We include in our proposal two site inspections; one at substantial completion to assist you in the development of a punch list and the second at final completion.

Additional Information: At the beginning of our work, we require a survey in a digital format such as AutoCAD. We will submit at least two proposals to you for the preparation of such a survey If one has been prepared recently, we can often contact the surveyor and acquire a digital copy of the document, and then we will verify dimensions of the structure on the site. We may still have to request that the surveyor come to the site to update or add elements to the survey that were not originally located, and we will give you an estimate for that work prior to proceeding. In addition, we will need to have a soils analysis done in order to design the foundation for the new work and, again, will solicit a minimum of two bids for this work to be approved by you prior to proceeding.

Consultants: We will need to engage a structural engineer and, in some cases, a mechanical, electrical, or plumbing engineer for the project. We will notify you of the fees for such consultant services prior to approval of their contracts.

Billing: Our fees will be billed at our prevailing hourly rates. These rates are set and adjusted based on years of experience, specialization and training, and practice and level of professional attainment. These rates, which will be in effect for you in these matters, are reviewed and adjusted by the firm from time to time, and we will inform you when such changes are made. The bills will be reviewed by me and submitted to you monthly. The rates for the individuals that we anticipate participating on the project are as follows: (Note, if additional personnel are required, we will notify you of their respective bill rates)

Jeremy Tate	Architect/Project Manager	$85/hour
Thomas Sweeney	Designer	$80/hour
Betty Prime	Architect	$76/hour
Allston Lipscomb	Designer	$68/hour
Alex Libengood	Architect	$65/hour
Natalie Cregar	Designer	$66/hour
Brittany Cohen	Designer	$60/hour
Christine Bozigar	Design Services	$60/hour
Intern	Architect Intern	$50/hour
James Meadors	Quality Assurance	$100/hour
Fillmore Wilson	Materials Specialist	$70/hour
Marty Gunter	Construction Estimator	$49.50/hour
Administration	Administration Services	$35/hour

Reimbursables: In the course of the project, we will incur out-of-pocket expenses for postage, presentation drawings, perspectives, models, large format printing, application expenses for City approvals, etc. These expenses will be billed as reimbursable expenses at their direct costs.

Termination: At all times, you have the right to terminate our services upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services we have performed and costs or expenses paid or incurred on your behalf prior to the date of such termination.

Please indicate your acceptance by executing a copy of this letter in the space provided for below and returning it to me.

We are pleased to have the opportunity to provide you with architectural services. Thank you.

Sincerely,

Jeremy Tate, AIA, Architect/Project Manager

READ AND AGREED TO:

By (signature): _____ Dated: _____

Printed name: _____

City of Charleston Contract for Professional Services

THIS CONTRACT, made this **20th** day of **September, 2016** by and between

The Owner: **City of Charleston**
Department of Housing
and Community Development
75 Calhoun Street, Suite 3200
Charleston, SC 29401

and the A/E: **Meadors Construction Corporation**
2811 Azalea Drive
Charleston, SC 29405

WHEREAS, the Owner requires the delivery of professional design services, including, but not limited to the preparation of plans, specifications, studies and reports, hereinafter referred to as the "Services", for the following
Project #: N/A Project Name: **ASHLEYVILLE PROPERTIES: (4) PROPERTIES: (7) SINGLE-FAMILY STRUCTURES; (4) UNIQUE DESIGNS; (7) UNIQUE SITE PLANS.**

(2) Houses 933 Fifth Avenue TMS# 418-07-00-118
- *(2) Unique Site Plans*

(2) Houses 0 Hillsboro Street TMS# 418-11-00-205
- *(2) Unique Site Plans*

(2) Houses 837 Minnie StreetTMS# 418-11-00-074
- *(2) Unique Site Plan*

(1) House 0 Minnie Street TMS# 418-11-00-075
- *(1) Unique Site Plan*

WHEREAS, the A/E, whose SC Board of Architectural Examiners professional license is **100192**, is prepared and qualified to provide such Services.

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

THE SERVICES required are set forth in the attached ***A/E's Cost and Technical Proposal,*** **which is dated September 16, 2016** and is hereby incorporated into this Contract, and shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

MILESTONE	SCHEDULE	PHASE FEE (%)
PHASE I	6 weeks	$22,363. ~(37%)
PHASE II	8 weeks	$34,451. ~(57%)
PHASE III	4 months	$3,627. ~(6%)
	TOTAL	$60,441. (100%)

The **CONTRACT SUM** payable to the A/E shall be:
☒ Lump Sum of ..... **$ 60,441.**
☐ Actual costs based on attached A/E's Hourly Rate & Reimbursable Schedule, Not-to-Exceed ..... $ XXXX.

REIMBURSABLES:
☒ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed..... **$ 3,850.**
☐ Expenses included in Lump Sum

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

OWNER: City of Charleston, Dept. Of HCD

BY: _____
John J. Tecklenburg
Mayor

A/E: Meadors Construction Corporation

BY: _____
(Signature of A/E Representative)

ATTACHMENTS

1. SINGLE-FAMILY DWELLINGS (Ashleyville/Maryville) A/E's Cost and Technical Proposal – Meadors Construction Corporation dated September 16, 2016.
2. Proposal for Structural Design Services – Michael H. Hance, PE LLC

Terms and Conditions of the City of Charleston
Professional Services Contract

ARTICLE 1 - GENERAL

A. The A/E agrees to provide professional services to the Owner as required by the Services requested by the Owner as set forth in the *A/E's Cost and Technical Proposal* attached to this Contract and which is a part of this contract the same as if written herein.

B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract. The A/E covenants with the Owner to furnish its best skill and judgment and to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 – A/E'S RESPONSIBILITIES

A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E's performances under this Contract. The A/E shall not replace a designated representative except for good cause shown.

B. The A/E shall notify the Owner, in writing, of information necessary for the Owner to provide and shall give adequate notice to allow sufficient time to acquire such information.

C. The A/E shall provide all Services using persons, including the staff of A/E's Consultants and Additional Consultants, who are well-qualified and experienced in the work required. All Services shall be in accordance with the professional and technical standards of care applicable to professionals practicing in South Carolina.

D. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.

E. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Such reliance requires that the A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.

F. The A/E shall be entitled to additional compensation if required to provide services beyond those services set forth in the attached A/E's Cost and Technical Proposal. The A/E shall be compensated for these Additional Services as agreed by both parties based on projected time and expense for the additional services subject to the attached Schedule of Hourly Rates.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

A. The Owner shall provide all available programmatic and budgetary requirements for the Project.

B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.

C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.

D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E's performance under this Contract.

ARTICLE 4 – ADDITIONAL CONSULTANTS

A. It is agreed that the attached *A/E's Cost and Technical Proposal* shall have identified all professional and technical disciplines and their providers required for the performance of the A/E's Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.

B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY

The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.

ARTICLE 6 – DOCUMENTS

A. At the completion of the project, the A/E shall provide all contract documents, including Record Drawings, on a Computer Disk. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.

B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.

C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.

D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.

E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS

A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. The A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's *Hourly Rate and Reimbursables Schedule*, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.

D. Requests for payment for reimbursable expenses shall be in accordance with Chapter 4 of the *Manual for Planning and Execution of State Permanent Improvements Part II,* and shall be documented when submitted to the Owner.

E. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.

ARTICLE 8 - DISPUTE RESOLUTION

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

ARTICLE 9 - SUSPENSION AND TERMINATION

A. The Owner may direct the A/E to suspend performance under this Contract at any time.

B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.

C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining services shall be equitably adjusted.

D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.

E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 – INSURANCE

A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.

B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of $1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.

B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supercedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.

D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.

E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

MEADORS CONSTRUCTION CORPORATION

RESTORATION ARCHITECTURE CONSTRUCTION DESIGN SERVICES ARTISANS

September 16, 2016

City of Charleston Department of Housing and Community Development
Attention: Michael Kiefer
75 Calhoun Street, Suite 3200
Charleston SC 29401

Re: SINGLE-FAMILY DWELLINGS (Ashleyville/Maryville) A/E's Cost and Technical Proposal

Dear Mr. Kiefer,

Thank you allowing us to consider the project mentioned above. We are excited about the project and to provide you with architectural services at the following addresses:

(2) houses	933 Fifth Avenue	TMS #: 418-07-00-118
(2) houses	0 Hillsboro Street	TMS #: 418-11-00-205
(2) houses	837 Minnie Street	TMS #: 418-11-00-074
(1) house	0 Minnie Street	TMS #: 418-11-00-075

The following letter lays out our architectural services by phase and describes our approach. If you have any questions about it, please feel free to call me.

Scope of Work: The scope of work is the *design* of *FOUR SEPARATE SINGLE-FAMILY DWELLINGS (NOT IDENTICAL) REQUIRING FOUR SEPARATE DESIGNS* at the addresses above in the City of Charleston, SC. Each residence will consist of approximately 1100 square feet of living area. The goal is to design (1) three bedroom with two bathroom house and (3) two bedroom with two bathroom houses (exact make-up of three bedrooms and two bedrooms is unknown). Each house has a separate site design fee due to (7) unique site conditions. Architectural work will consist of developing new design and construction documents with permitting and construction support for the seven separate dwellings. Architect will present to the City of Charleston's Design Review and BZA-Zoning Committees to obtain appropriate approvals. Architectural services will begin within 30 days of selection and acceptance.

About Us: Meadors is a unique collaborative that is made up of six workshops under one roof and one company. In addition to architecture, we offer conservation, construction, wood shop, estate management, and design services. Due to our unique collaborative approach with our other in-house workshops, we have developed the technical excellence in our documents to design ideas that are buildable. We will work with you to design a reality-based design in which we design to your budget.

Services: The architectural services that we will provide for the project include the following:

PHASE I:

Pre-Design: Our first step in the architectural process will be visit the site and note any relevant features on the site and determine the opportunities and limits. The resulting drawing will include a site plan, which will use the survey (described below) as an underlay, as well as noting the location of trees, setbacks, curb cuts, utilities, adjacent properties, and any other notable site features. We will also engage you in active listening, questioning, evaluating needs and wishes, clipping inspirational images, and interviewing you with our programming questionnaire.

Schematic Design: The first phase in the design process is schematic design. During this phase, we will meet with you to discuss in detail your goals for the project and then we will develop design options/ solutions to the programmatic requests that you have outlined. Usually we develop about three or more proposed solutions. After meeting and discussing these ideas once or multiple times, we will arrive at one design to be developed. In addition, at this point, we will make some preliminary selections of materials for the exterior of the building such as wall material and window style. At the end of this phase, we will have a preliminary site plan, preliminary floor plans and elevations of the house, and preliminary code analysis. Our drawings will be created using AutoCAD/Revit software.

Design Development: During this phase, we will refine the design which was developed in the schematic design phase. This includes, but is not limited to, the selection of all materials such as floor finishes, windows and doors, lighting and plumbing fixtures. We have extensive knowledge and experience with materials and their maintenance requirements and durability, which will be one of the most important factors in the final selection of materials. It is our goal to select materials that are not expensive, but that are durable and will not burden the end owner with unnecessary expense and premature repair. At the end of this phase, the floor plans, elevations, and sections will be more detailed than in schematic design, and we will be developing additional drawings such as interior elevations and window and door schedules. In addition, we will be developing a "finish notebook" and project specifications to assist in the bidding and construction phase.

Approvals: At the end of Design Development, we will be required to seek Board of Zoning and Design Review Committee approvals for your project. In addition, presentations to the Boards often require the preparation of presentation, such as a model or color renderings. We have a great working relationship with these boards and have had great success on our numerous past and current projects.

PHASE II:

Construction Drawings: During this phase, the architectural drawings will be completed, at a minimum, to the level required for a contractor to pull a permit from the City of Charleston for construction. This typically includes a site plan, floor plans, exterior elevations, building sections, wall sections, general notes, window and door schedules, details, energy notes, electrical plans, and structural drawings, notes, and calculations. In addition, we will engage the services of a structural engineer to provide structural drawings and details, and any other engineers, such as mechanical, electrical or plumbing engineers, that we feel are necessary to complete the project. We have great relationships with a number of engineering consultants that can bring value to the project.

PHASE III:

P.O. Box 21[illegible] Charleston, SC 29413-17[illegible] Tel (843) 723-[illegible] Fax (843) 57[illegible]-3107 [illegible]

Construction Administration: We will provide construction administration during the project, understanding that your department will handle the bulk of this task. We typically visit the site at a minimum of once a week, or as often as we feel is necessary to ensure the quality of the work, and reviewing submittals for payment from the contractor. We understand that this number of site visits is outside the contracted scope and that your department will handle reviewing the contractor's application for payment/submittals. We include in our proposal two site inspections; one at substantial completion to assist you in the development of a punch list and the second at final completion.

Additional Information: At the beginning of our work, we require a survey in a digital format such as AutoCAD. We will submit at least two proposals to you for the preparation of such a survey. If one has been prepared recently, we can often contact the surveyor and acquire a digital copy of the document, and then we will verify dimensions of the structure on the site. We may still have to request that the surveyor come to the site to update or add elements to the survey that were not originally located, and we will give you an estimate for that work prior to proceeding. In addition, we will need to have a soils analysis done in order to design the foundation for the new work and, again, will solicit a minimum of two bids for this work to be approved by you prior to proceeding.

Consultants: We will need to engage a structural engineer. We secured the services of Michael H. Hance, PE LLC for structural design services. His fee is included below. Should additional services be necessary, we will review and obtain approval from you prior to incurring any additional fee. In addition to structural engineering, we will hire an electrical consultant (4 hours @ $125/HR), plumbing consultant (4 hours @ $125/HR), and a mechanical consultant (4 hours @ $150/HR). These MEP consultant's fees are included in the construction documents fee below. Also with the mechanical consultant, we included $200 per house ($800 total) for performing a REScheck & IECC compliance check, and a Manual J load calculation at $175 per house ($700 total). The REScheck and Manual J fees are also included in the below construction documents fee.

Billing: We will bill you according to the three Phases outlined above and at the end of each phase. Because there will be (4) total designs for (7) total houses – the explanation of fees per house are outlined below:

House Design A ; (3) bedroom, (2) bath - $13,943 [(1) new design option]
House Design B, C ; (2) bedroom, (2) bath - $13,042 [(2) new design options]
House Design D ; (2) bedroom, (2) bath - $12,714 [Hanover option]
Note: fee completed to date to be subtracted within Hanover contract
Site work per house: - $1,100 [(7) unique sites]

Our fees for each phase are as follows:

Phase I:	$22,363	~ (37%)
Phase II:		
• Construction Documents:	$30,824	~ (51%)
• Structural Consultant:	$3,627	~ (6%)
Phase III:		
• Construction Administration:	$3,627	~ (6%)
Total Compensation:	$60,441	(100%)

P.O.Box 21756 Charleston SC 29413-1756 Tel (843) 723-[illegible] Fax (843) 577-310[illegible] www.[illegible].com
100% RECYCLED PAPER PLEASE RECYCLE

Additional Services: Architectural Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. Meadors shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed. All additional services shall be approved by the Client and Meadors in writing prior to proceeding. Meadors's hourly rates are as follows:

Jeremy Tate	Designer/Project Manager	$85/hour
Thomas Sweeney	Designer	$80/hour
Betty Prime	Architect	$76/hour
Allston Lipscomb	Designer	$68/hour
Alex Libengood	Designer	$65/hour
Brittany Cohen	Designer	$60/hour
Christine Bozigar	Design Services	$60/hour
Intern	Architect Intern	$50/hour
James Meadors	Quality Assurance	$100/hour
Fillmore Wilson	Materials Specialist	$70/hour
Marty Gunter	Construction Estimator	$49.50/hour
Administration	Administration Services	$35/hour

Reimbursable Expenses: In the course of the project, we will incur out-of-pocket expenses for postage, presentation drawings, perspectives, models, large format printing, application expenses for City approvals, etc. These expenses will be billed as reimbursable expenses at their direct costs.

Termination: At all times, you have the right to terminate our services upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services we have performed and costs or expenses paid or incurred on your behalf prior to the date of such termination.

Please indicate your acceptance by executing a copy of this letter in the space provided for below and returning it to me.

We are pleased to have the opportunity to provide you with architectural services. Thank you.

Sincerely,

Jeremy Tate, Designer/Project Manager

READ AND AGREED TO:

By (signature): _____ Dated: _____

Printed name: _____

P.O. Box [illegible] Charleston, SC [illegible] Telephone [illegible] Fax [illegible] www.meadors.com

100% RECYCLED PAPER - PLEASE RECYCLE

CPR COMMITTEE and/or COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor

FROM: Matt Compton / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: DANIEL ISLAND BOAT LANDING MEMORANDUM OF UNDERSTANDING

REQUEST: The approval of a Memorandum of Understanding (MOU) between City of Charleston and SC Department of Natural Resources for the development, funding, permitting, construction, operation, and maintenance of a public boat landing on the Wando River. The landing will be constructed on property owned by the City (Governors Park) with the parking area to be constructed within the existing right-of-way of Interstate 526.

The City has a preliminary design and permits in place. SCDNR will assist the City with the finalization of the design and any permit modifications, assist with the bidding and construction process. If needed, SCDNR will assist with any major repairs or renovations subject to the availability of funds.

SCDNR will arrange funding for the construction ($800,000 estimate) from SC Water Recreation Resource Funds and USFWS Sport Fish Restoration Boating Access Grants. The City will own and operate the facility. This agreement will remain in place for 20 years.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** October 11, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☐	☐		☐
Capital Projects Director	☐	☐	John V. Frost.	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **N/A**

Balance in Account **N/A** Amount needed for this item **N/A**

Project Number **CP1630**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **There is no fiscal impact for this action. Approval of the MOU will allows Parks to coordinate and arrange for funding of the construction with South Carolina Department of Natural Resources.**

Mayor's Signature: John J. Tecklenburg, Mayor

STATE OF SOUTH CAROLINA)
)
BERKELEY COUNTY)

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHARLESTON AND SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES FOR THE DEVELOPMENT, FUNDING, PERMITTING, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A DANIEL ISLAND BOAT LANDING

This Memorandum of Understanding made this _____ day of _____, 2016, and is entered into by and between the SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES ("Department"), an agency of the state of South Carolina, and the City of Charleston ("City"), a governmental entity of the State of South Carolina, to document the understanding of the parties with respect to their responsibilities with the development, funding, permitting, constructing, operating, and maintenance of a new boat access facility and related amenities on Daniel Island.

WHEREAS, the Department promotes the use of the public waters for recreation purposes, including fishing and boating; and

WHEREAS, at this time, there are no public recreational boating access facilities on Daniel Island; and

WHEREAS, the Department has certain funds which may be used for and among other things, the funding of recreational boating access facilities; and

WHEREAS, the City owns property on Daniel Island upon which a boating access facility may be constructed; and

WHEREAS, the Department and the City have determined that a need exists for the creation of a boating facility on Daniel Island in order to meet the public demand for boating access; and

WHEREAS, the Department and the City are desirous of working together to develop, fund, permit, construct, operate, and maintain a new public boat access facility

and related amenities on Daniel Island, and execute this Memorandum of Understanding to delineate the responsibilities of each with respect thereto.

NOW, THEREFORE, in consideration of the covenants and the mutual promises made herein, the parties agree as follows:

1. The term of this MOU shall commence on the date entered above and terminate twenty (20) years from the date entered above.

2. The City agrees it will obtain the necessary encroachment permits to allow for the construction of a public recreational boating access facility with attendant parking (the "Project") for the project from the South Carolina Department of Transportation and the City of Charleston.

3. The City agrees it will be the named permittee for any State or Federal permits which are required for the construction of the Project.

4. The City agrees that there will be no fees charged to the public for the public's use of the Project.

5. The City agrees that the Project will be open twenty-four (24) hours a day, seven days a week for use as a recreational boating access facility, excepting acts of God or nature or other conditions which may require a temporary closure.

6. The City agrees that it will erect and maintain a sign designed by the Department indicating that the Project is owned and operated by the City.

7. The City agrees to maintain the Project, to include the boat ramp, parking area, access roads and other related amenities, in a good state of repair; to see that litter/trash is collected and removed on a regular basis and that vegetation is trimmed or removed to

maintain a ~~slightly~~ sighlly JB condition around the Project; and to see that and the directional signs or markings are repaired on an as needed basis.

8. The City agrees to inspect the boat ramp, parking area, access roads and other related amenities at least twice a year for maintenance needs.

9. The City agrees to respond to all emergency calls at the Project and to provide emergency services to the Project and its users on the same level as provided to other similar facilities in the City.

10. The City agrees that the Project and its amenities will be included in the routine patrol of the Charleston Police Department on Daniel Island.

11. The Department agrees, within its capabilities, to assist the City in securing any necessary permits for the Project and to provide assistance to the City to help ensure that the process complies with applicable law.

12. The Department agrees to assist the City in designing the Project.

13. The Department agrees to assist the City in soliciting for and selecting a licensed contractor for any construction.

14. The Department, within its capabilities and upon request, agrees to provide construction, consultation, and management services during the construction of the Project and related amenities to include, if necessary, serving as the City's agent.

15. Subject to the availability of funds, the Department agrees that if the Project, despite best efforts of the City, is in need of major repair or renovation, the City may seek additional financial assistance from the Department and such financial assistance will not be unreasonably withheld. However, the Department reserves the right to determine the

need and feasibility of any repair or renovations for which the Department financial assistance is requested.

16. The City is not required to provide funding for the construction of the Project; however, subject to the conditions of this MOU and upon fulfillment of the terms of this MOU, the City will own, operate, and maintain the Project and finished facilities.

17. The preliminary cost estimate for the Project is approximately $800,000.00. In consultation with the Charleston County and Berkeley County Legislative Delegations, the Department will fund the Project with up to the maximum dollar amount of approximately $200,000.00 from the Berkeley and Charleston County Water Recreation Resource Funds. The Department agrees to seek additional matching funds from the U.S. Fish & Wildlife Sport Fish Restoration Fund Boating Access Grants. The Department shall identify other funding sources sufficient to meet the anticipated costs of the Project.

18. This project is subject to the South Carolina Consolidated Procurement Code and any requests for proposals, bids or contracts will follow that Code.

19. The parties reserve the right to terminate this Memorandum of Understanding when it is in their best interest, including but not limited to the non-appropriation of funds. If this Memorandum of Understanding is so terminated, the terminating party shall provide the other non-terminating party with fifteen (15) days written notice of such termination. If either party fails to comply with the terms of this Memorandum of Understanding, the non-faulting party shall notify the at-fault party in writing with the specifics regarding such noncompliance. If the at-fault party fails to cure the noncompliance within seven (7) days of the notice, the non-faulting party shall terminate this Memorandum of Understanding by written notice to the at-fault party within fifteen

(15) days thereafter. The at-fault party shall not be entitled to any costs or damages resulting from termination under this section. In the event of a termination by the Department for any breach of this agreement, the City agrees to reimburse the Department on a prorated basis. Proration is to be based upon a twenty (20) year facility life span beginning on the completion date of the construction.

20. Subject to the reimbursement provision in paragraph 19 above, neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOU.

21. Both parties to this Memorandum of Understanding shall carry public liability insurance during the term of this MOU with minimum policy limits of not less than Three Hundred Thousand and No/100 ($300,000) Dollars for injuries or death sustained by one person, Six Hundred Thousand and No/100 ($600,000) Dollars for injuries or death sustained in one occurrence, and Three Hundred Thousand and No/100 ($300,000) Dollars for property damage, or such other minimum statutory caps for liability as may be established by the South Carolina Tort Claims act, as the same may from time to time be amended.

22. Any notices and communications required under the MOU shall be provided as follows:

FOR THE CITY OF CHARLESTON:

Matthew M. Compton
Special Projects Administrator
823 Meeting Street
Charleston, SC 29403

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

Janie Borden, Esq.
Assistant Corporation Counsel
50 Broad Street
Charleston, SC 29401

FOR THE DEPARTMENT:

Alvin A. Taylor
Director
S.C. Department of Natural Resources
P.O. Box 167
Columbia, SC 29202

Office of Chief Counsel
S.C. Department of Natural Resources
P.O. Box 167
Columbia, SC 29202

23. Neither party shall assign or transfer its rights, duties and obligations under this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

24. This Agreement shall not be altered or modified except by further written agreement between the parties.

25. The laws of the State of South Carolina shall govern this MOU. All litigation arising under said MOU shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina.

IN WITNESS WHEREOF, the parties have hereunto their hands and seals as of the date first above written.

WITNESSES:

_____

_____

CITY OF CHARLESTON

BY: _____
John T. Tecklenburg, Mayor
Mayor, City of Charleston

South Carolina Department of Natural Resources

_____

_____

BY: _____
Alvin A. Taylor
Its Director