May 10, 2022
5:00 p.m.
City Hall
80 Broad Street
Conference Call: 1-929-205-6099
Access Code: 912096416

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Parker

C. Pledge of Allegiance

D. Presentations and Recognitions

   1. Proclamation recognizing National Police Week
   2. Proclamation recognizing National Tennis Month
   3. Proclamation recognizing the 20th anniversary of the Lowcountry Senior Center

E. Public Hearings

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

   1. April 26, 2022

H. Citizens Participation Period

   PLEASE NOTE THAT THE CITIZENS’ PARTICIPATION PERIOD IS 30 MINUTES AND WILL BE LIMITED TO THE FIRST 30 SPEAKERS. SPEAKERS RESIDING IN OR MAINTAINING A BUSINESS LICENSE WITH THE CITY OF CHARLESTON SHALL SPEAK FIRST.

   Any person who speaks at a City Council meeting shall conduct himself or herself in a manner appropriate to the decorum of the meeting and is asked to observe Section 2-28 (a) of the Code of the City of Charleston, Rules of Decorum. Violation of the Rules of Decorum may result in losing the opportunity to speak before Council and/or removal from the meeting.

   Citizens may sign-up to speak in person at the Council meeting until 5:00 p.m. at the meeting location.

   If participating virtually, citizens may use one of the following methods to request to speak at the meeting or provide comments for City Council. Requests to speak at the
meeting and comments must be received by 12:00 p.m., Monday, May 9th:

1. Request to speak (via Zoom or telephone) or leave a comment via voice mail at 843-579-6313. If requesting to speak, please provide your name and telephone number;

2. Sign-up to speak or leave comments for City Council by completing the form at http://innovate.charleston-sc.gov/comments/ by Monday, May 9th at 12:00 p.m.

3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

I. Petitions and Communications:

1. Appointments:

   (i). Recreation Commission:

   a. Nicole Pettinelli – New appointment
   b. Barry Breibart – New appointment
   c. Lourdes M. Andino, PHD – New appointment
   d. Ronald Faretra – New appointment
   e. Katie Mell – New appointment
   f. Janet Sims – New appointment
   g. Don White – New appointment
   h. Vincent Ashby – Reappointment
   i. David Bendt – Reappointment
   j. Keith Kirkland – Reappointment
   k. Eric Jackson – Reappointment
   l. Andrew Tew – Reappointment
   m. Elizabeth Pickelsimer – Reappointment

   (ii). West Ashley Revitalization Commission:

   a. Teresa Tidestrom – Reappointment
   b. Trudie Krawcheck – Reappointment
   c. Diane Hamilton – Reappointment
   d. Ryan Cumback – New appointment
   e. Aimee Sutton – New appointment
   f. Matt Moldenhauer – New appointment
   g. Drelle Parker – New appointment
   h. Jim Garrett – New appointment

   (iii). Human Affairs and Racial Reconciliation Commission:

   a. Councilmember Jason Sakran
   b. Councilmember Stephen Bowden
   c. Kim Long (Mayor Tecklenburg’s recommendation)
   d. Robert Burrell Dosher (Councilmember Shealy’s recommendation)
   e. Bonnie Cleveland, PhD, ABPP (Councilmember Appel’s recommendation)
   f. Carroll Frye (Councilmember Brady’s recommendation)
   g. Jerome Harris (Councilmember Waring’s recommendation)
   h. Robert B. Simons (Councilmember Shahid’s recommendation)
J. **Council Communications:**

1. Discussion regarding R156, H3126 signed by Governor McMaster April 25, 2022 *(Requested by Councilmember Caroline Parker)*

2. Discussion regarding the process for proposed new or amended ordinances to move from standings committees to the full City Council *(Requested by Councilmember Stephen Bowden)*

K. **Council Committee Reports:**

1. **Committee on Traffic and Transportation:** *(Meeting was held Monday, May 9, 2022 at 1:00 p.m.)*
   a. Presentation on Ashley River Crossing (ARC) Bike and Pedestrian Bridge project
   b. Presentation on CARTA - Transit and Bus Stop Design Guidelines
   c. Sanders Road – Traffic Signal and Sidewalk Project updates
   d. Discussion

2. **Committee on Public Safety:** *(Meeting was held Monday, May 9, 2022 at 2:00 p.m.)*
   a. Fire Department: Approval of Regional Partners Automatic Aid Agreement to guide operations of the following fire departments: Charleston, North Charleston, James Island, St. Andrews, Johns Island, and Mount Pleasant. This replaces a 2012 Regional Partners Agreement.
   b. Fire Department: Approval to authorize the Fire Department to enter a MOU with Berkeley County Emergency Management to install and monitor a weather station at CFD Station #18 on Daniel Island.
   c. Police Department: Approval of an Agreement between the City of Charleston and Charleston Dorchester Mental Health Center. The Agreement defines responsibilities incumbent upon both parties as part of the previously approved Connect and Protect Grant.
   d. Police Department: Approval of 2023 Coronavirus Emergency Supplemental Funding Program Grant for an after-the-fact submission of an application for the CESF grant in the amount of $217,735 for computers and ancillary equipment to equip 15 police cruisers with mobile computer systems. The application was due May 6, 2022. There is no match required for this grant. However, there will be an ongoing annual operational expense of approximately $60,000.
   e. Fire Department Update
   f. Emergency Management Update
3. Committee on Public Works and Utilities: (Meeting was held Monday, May 9, 2022 at 4:00 p.m.)

a. Acceptances and Dedications:

   (i). Point Hope - a portion of Foundation Street (R/W varies), Hopewell Drive (57’ R/W) and Pulitzer Street (50’ R/W).

      -- Title to Real Estate
      -- Exclusive StormWater Drainage Easement Agreement
      -- Affidavit for Taxable or Exempt Transfers

b. Stormwater Management Department Update:

   (i). Church Creek – Recommend Approval to Award the Church Creek Renaturalization and Flood Protection Project at Mowler Court Construction Contract to IPW Construction, LLC for $246,604.25. Funding for this project is a combination of a National Fish and Wildlife Implementation Grant and the Drainage Fund.

4. Committee on Ways and Means:

   (Bids and Purchases

   (Budget, Finance and Revenue Collections: An ordinance to make additional appropriations to meet the liabilities of the City of Charleston for the fiscal year ending December 31, 2021.

   (Budget, Finance and Revenue Collections: An ordinance to recognize the usage of additional funds to meet additional appropriations authorized by Ordinance 2022-____ for the fiscal year ending December 31, 2021.

   (Budget, Finance and Revenue Collections: An ordinance for the issuance and sale of Waterworks and Sewer System Revenue Bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding $170,000,000 and other matters relating thereto.

   (Planning, Preservation & Sustainability/Business Neighborhood Services: Approval to receive grant funds awarded by the National League of Cities for the City Inclusive Entrepreneurship (CIE) Resource Mapping grant opportunity in the amount of $15,000. Funding will go towards an asset mapping of entrepreneurial resources and a report of recommendations for improving the ecosystem of entrepreneurial support. There is no City match required.

   (Fire Department: Approval of Regional Partners Automatic Aid Agreement to guide operations of the following fire departments: Charleston, North Charleston, James Island, St. Andrews, Johns Island, and Mount Pleasant. This replaces a 2012 Regional Partners Agreement.

   (Fire Department: Approval to authorize the Fire Department to enter into a MOU with Berkeley County Emergency Management to install and monitor a weather station at CFD Station #18 on Daniel Island. There is no cost to the City.

   (Office of Cultural Affairs: Approval to accept a grant in the amount of $75,000 from the SC Arts Commission’s Arts Emergency Relief program, funded in part by the
American Recovery Plan, for increased operating support. There is no City match required.

(Parks – Capital Projects: Approval of a Resolution to commit an additional $1,000,250 from Hospitality Fee funds to support the Ashley River Crossing Project and authorize the Mayor to execute a letter of commitment stating the same to the U.S. Secretary of Transportation.

(Parks – Capital Projects: Approval of Cainhoy Fire Station #20 (Clements Ferry) Professional Services Contract with Liollio Architecture in the amount of $715,160 for the design of a two-bay fire station in the Cainhoy area near Enterprise Drive off Clements Ferry Road to replace the current Fire Station #20 which is a rented facility. Approval of the professional services contract will obligate $715,160 of the $5,456,500 project budget. Funding sources for this project are: 2005 GO Bond ($1,569,900), 2014 GO Bond ($2,300,000), and 2015 IPRB Bond ($1,586,600).

(Stormwater Management: Approval of Church Creek NFWF Renaturalization, Habitat Restoration and Flood Protection Project construction contract with IPW Construction, LLC, in the amount of $246,604.25 to outfit City buy-out properties on Mowler Court and Wolk Drive to increase storage area to the surrounding neighborhood utilizing nature based and installing pocket wetlands. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000 to the extent project contingency funds to exist in the Council approved budget. Approval of the construction contract will institute a project budget of $5,201,308 of which $246,604.25 will be obligated for the contract. Funding sources for this project are: Drainage Fund ($3,607,808), Stormwater Small Projects Line – item ($123,500) and two National Fish and Wildlife Foundation (NFWF) Grants ($125,000, $1,345,000).

(Police Department: Approval of an Agreement between the City of Charleston and Charleston Dorchester Mental Health Center. The Agreement defines responsibilities incumbent upon both parties as part of the previously approved Connect and Protect Grant.

(Police Department: Approval of an after-the-fact grant submittal for the FY23 Coronavirus Emergency Supplemental Funding Program (CESF) in the amount of $217,735 for computers and ancillary equipment to equip (15) police cruisers with mobile computer systems. The application was due May 6, 2022. There is no match required for this grant. However, there will be an ongoing annual operational expense of approximately $60,000.

(Request approval to authorize the Mayor to execute on behalf of the City a General Utility and Access Easement Agreement which grants the City permanent utility and access easements on a portion of the William Enston Homes, TMS Nos. 463-16-01-001, 463-16-01-005, 463-16-01-007, to install and maintain a pump station facility and a stormwater collection and conveyance system. The property is owned by the Housing Authority of the City of Charleston. (King Street and Huger Street)

(Request approval of a Facility Use Agreement for the Piccolo Spoleto organ recital at First Scots Presbyterian Church on June 2nd and June 6th. There is no cost to the City. The property is owned by First Scots Presbyterian Church. (53 Meeting Street)

(Request approval of a Facility Use Agreement with General Service Administration for use of the U.S. Custom House during Piccolo Spoleto for dates May 27th, 28th, and 29th. There is no cost to the City. The property is owned by the U.S. Custom House. (200 East Bay Street)
(Request approval of a Facility Use Agreement for the Piccolo Spoleto organ recital at the French Huguenot Church on June 3rd. The $250 sexton fee will be paid from Piccolo Spoleto donations. The property is owned by the French Huguenot Church. (136 Church Street)

(Request approval of a Facility Use Agreement for the Piccolo Spoleto organ recital at St. Matthew’s Lutheran Church on June 1st and June 8th. There is no cost to the City. The property is owned by St. Matthew’s Lutheran Church. (405 King Street)

(Request to authorize the Mayor to execute on behalf of the City a Right-of-Way and Utility Easement granting the Commissioners of Public Works a permanent easement and right-of-way on a portion of 17 Lockwood Drive for the installation and maintenance of utility lines. The property is owned by the City of Charleston. (TMS Nos. 460-14-00-010, 460-14-00-001) (17 Lockwood, Dr., Charleston, SC 29401)

(Request approval of a Resolution committing the current Greenbelt funds allocated for allowable improvements as the matching funds for the Fort Pemberton – Public Access Improvements Project. The LWCF Grant request of $261,000 requires a 50% match funded by the currently awarded City Greenbelt Allocation to be used for minor improvements of $261,000 for a total project of $522,000.

(Please consider the following annexations:
-- 2157 Fort Pemberton Drive (.24 acre) (TMS# 343-01-00-104), James Island, (District 11). The property is owned by Jack Narusevich and Jennifer Moeggenberg.
-- 1766 Ashley River Road (.49 acre) (TMS# 351-11-00-003), West Ashley, (District 9). The property is owned by Irmgard S. Titus.
-- 1776 Ashley River Road (.56 acre) (TMS# 351-11-00-004), West Ashley (District 9). The property is owned by Morris N. and Nancy B. Harper Revocable Trust.

Give first reading to the following bills and resolutions from Way and Means:

An ordinance to make additional appropriations to meet the liabilities of the City of Charleston for the fiscal year ending December 31, 2021.

An ordinance to recognize the usage of additional funds to meet additional appropriations authorized by Ordinance 2022—_____ for the fiscal year ending December 31, 2021.

An ordinance for the issuance and sale of Waterworks and Sewer System Revenue Bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding $170,000,000 and other matters relating thereto.

Resolution to commit an additional $1,000,250 from Hospitality Fee funds to support the Ashley River Crossing Project and authorize the Mayor to execute a letter of commitment stating the same to the U.S. Secretary of Transportation.

Resolution committing the current Greenbelt funds allocated for allowable improvements as the matching funds for the Fort Pemberton – Public Access Improvements Project.

An ordinance to provide for the annexation of property known as 2157 Fort Pemberton Drive (.24 acre) (TMS# 343-01-00-104), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Jack Narusevich and Jennifer Moeggenberg.
An ordinance to provide for the annexation of property known as 1766 Ashley River Road (.49 acre) (TMS# 351-11-00-003), West Ashley, Charleston County, to the City of Charleston, shown
within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Irmgard S. Titus.

An ordinance to provide for the annexation of property known as 1776 Ashley River Road (.56 acre) (TMS# 351-11-00-004), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Morris N. and Nancy B. Harper Revocable Trust.

L. Bills up for Second Reading:

(City Council may give second reading, order to third reading, give third reading, and order engrossed for ratification any bill listed on the agenda as a second reading.)

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 63 Columbus Street (Peninsula) (approximately 2.43 acres) (TMS #459-09-02-152, 153 and 168) (Council District 4), be rezoned to be included within the School Overlay Zone (S) classification. The property is owned by Charleston County School District.

2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 100 Line Street (Peninsula) (approximately 0.03 acre) (a portion of TMS #460-08-01-040) (Council District 3), be rezoned from Diverse Residential (DR-2F) classification to Commercial Transitional (CT) classification. The property is owned by Victor Wright. (AS AMENDED)

3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1939 Piper Drive (West Ashley) (approximately 0.28 acre) (TMS #350-09-00-067) (Council District 5), annexed into the City of Charleston March 8, 2022 (#2022-041), be zoned Single-Family Residential (SR-1) classification. The property is owned by Susan Vigen.

4. An ordinance to amend Part 4 (Accessory Uses) of Article 2 (Land Use Regulations) of the Zoning Ordinance of the City of Charleston, by modifying Sec. 54-214 (Accessory Dwelling Unit) thereof to add a thirty (30) year affordability period for Accessory Dwelling Units and to clarify the existing procedures and requirements for approval of Accessory Dwelling Units.

5. An ordinance to provide for the annexation of property known as 1804 Able Street (0.25 acre) (TMS# 351-02-00-035), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. The property is owned by Lanita Brown.

6. An ordinance to provide for the annexation of property known as 2506 Birkenhead Drive (0.25 acre) (TMS# 309-13-00-051), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Christopher R. Jefferies.

7. An ordinance to provide for the annexation of property known as 1940 Capri Drive (0.6 acre) (TMS# 350-14-00-039), West Ashley, Charleston County, to the City of Charleston,
shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Jeffrey and Meredith Fox.

8. An ordinance to amend Chapter 16, Article IV, Section 16-18 of the Code of the City of Charleston; to delete and replace with new language Sections 16-20, 16-22, 16-23, and 16-24 of the Code of the City of Charleston; and to create Sections 16-24.01, 16-24.02, 16-24.03, 16-24.04, 16-24.05, 16-24.06, 16-24.07, 16-24.08, 16-24.09, 16-24.10, and 16-24.11 of the Code of the City of Charleston, the purpose of which is to adopt a City of Charleston Fair Housing Act which is substantially equivalent to the Federal Fair Housing Act. (AS AMENDED) (DEFERRED)

9. An ordinance to authorize the Mayor to execute on behalf of the City an Amended and Restated Lease between the City of Charleston and Charleston Water System regarding the use of the recreational Greenway. (DEFERRED)

10. An ordinance to provide for the annexation of property known as 1851 Old Folly Beach Road (0.702 acre) (TMS# 334-05-00-055), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 12. The property is owned by Battery Island Community LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)

11. An ordinance to provide for the annexation of property known as 3255 Maybank Highway (1.64 acre) (TMS# 279-00-00-206), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by GANB LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)

12. An ordinance to amend Sec. 2-23(b) of the Code of the City of Charleston to provide for keeping summary minutes and video recordings of its proceedings. (DEFERRED)

13. An ordinance to amend Chapter 29, Article V1, Sec. 29-240 of the Code of the City of Charleston pertaining to the procedure of accident reporting. (DEFERRED)

M. Bills up for First Reading:

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1776 and 1766 Ashley River Road (West Ashley) (approximately 1.05 acres) (TMS #351-11-00-003 and 351-11-00-004) (Council District 9), be zoned General Business (GB) classification. The property is owned by Morris N. and Nancy B. Harper Revocable Trust and Irmgard S. Titus.

2. An ordinance to authorize the Mayor to execute a deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, Quit-claiming to Children’s Museum of Charleston the City of Charleston’s right, title, interest, if any, to that certain portion of property bearing Tax Map Number: 460-16-02-010, and subject to certain exceptions and other matters to be approved by the Office of Corporation Counsel. (DEFERRED)

N. Miscellaneous Business:

1. The Special City Council meeting to hear objections to the King Street BID will be Tuesday, May 17, 2022 at 5:00 p.m.
2. The next regular meeting of City Council will be Tuesday, May 24, 2022 at 5:00 p.m.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Charleston Police Department; and

WHEREAS, there were 60,105 assaults against law enforcement officers in 2020, resulting in approximately 18,568 injuries; and

WHEREAS, since the first recorded death in 1786, more than 23,230 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 24 members of the City of Charleston Police Department; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the names of the dedicated public servants killed in the line of duty are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 619 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 472 officers killed in 2021 and 147 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund’s 34th Annual Candlelight Vigil, on the evening of May 13, 2022; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff; and

WHEREAS, we publicly salute the service of law enforcement officers in our community and in communities across the nation and thank them for safeguarding the lives of our citizens.

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, on behalf of City Council, do hereby proclaim May 11-17, 2022 as:

NATIONAL POLICE WEEK

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 10th day of May in the year of 2022.

John J. Tecklenburg, Mayor
WHEREAS, Charleston, South Carolina was recognized in 2010 as the Best Tennis Town in America by the U.S. Tennis Association; and

WHEREAS, the Credit One Charleston Open (formerly the Family Circle Cup and the Volvo Car Open) is the largest women-only tennis tournament in North America and has been held in Charleston since 2001; and

WHEREAS, the Charleston-area Lowcountry Tennis Association was the 6th largest local league tennis program in the U.S. Tennis Association in 2021 and has registered 500+ new players for the Spring 2022 season; and

WHEREAS, the Lowcountry Youth Tennis Association, located in the Charleston area, provides vibrant youth programs that promote fun, a healthy lifestyle and life-changing skills development through tennis; and

WHEREAS, the Charleston Area Ladies Tennis Association, formed in 2010 as the successor to the Charleston City League (which had its unofficial start in 1973), provides a venue for weekly competition and camaraderie for women at all levels of tennis ability; and

WHEREAS, members of the Charleston-area Adaptive Tennis Community use their tennis training and competition to improve their health, while creating unity, acceptance, inclusion, and respect for all in Charleston; and

WHEREAS, the City of Charleston has 70 public tennis courts used by adult leagues, recreational players and youth; and

WHEREAS, the Charleston Tri-County Elementary and Middle School League provides over 1,500 students with the opportunity to learn and enjoy the game of tennis; and

WHEREAS, the Charleston Tennis Center is the founder of the award-winning program, Courting Kids, which enables children of all socioeconomic backgrounds to build self-esteem and personal success through a variety of tennis experiences; and

WHEREAS, the Charleston Westside Tennis Club, founded in 1975, supports tennis skills development for inner city for youth and adults at the Jack Adams Tennis Center and provides scholarships for youth tennis players; and

WHEREAS, the Charleston area is the hometown or current home of women and men tennis players who are renowned in the tennis community including Shelby Rogers, Emma Navarro, Diane Birkner and Roy Barth; and

WHEREAS, two Charleston-area tennis resorts, Kiawah Island and Wild Dunes, are routinely listed among the top 10 resorts in the United States; and

WHEREAS, by increasing the accessibility of tennis for the citizens of all ages and ability in the Charleston-area, tennis-related organizations are contributing to making our community healthier and happier; and

WHEREAS, the latest research by the Physical Activity Council shows that more than 21.6 million Americans played tennis in 2020, an unprecedented 22% increase over 2019 and the highest number of players since the Physical Activity Council study began in 2007; and

WHEREAS, the declaration of May as National Tennis Month encourages players, organizations, facilities, retailers, tennis manufacturers and to help beginning and accomplished players alike find courts and playing opportunities in their communities.

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, do hereby proclaim May 2022 as:

NATIONAL TENNIS MONTH

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 10th day of May in the year of 2022.

John J. Tecklenburg, Mayor
PROCLAMATION

WHEREAS, the City of Charleston recognizes and values the important role of senior centers in communities across the country by connecting older adults to services and activities to help them remain healthy, active and engaged; and

WHEREAS, Roper St. Francis Healthcare has a rich history of serving and caring for the Lowcountry for over 160 years as the area’s only private, not-for-profit healthcare system with a commitment to improving health through a spirit of charity and giving back; and

WHEREAS, the City of Charleston and Roper St. Francis Healthcare partnered over 20 years ago to construct and develop a new senior center on James Island that would serve adults age 50 and older in the Lowcountry; and

WHEREAS, the Lowcountry Senior Center opened its doors in May 2002 as a wellness-model senior center promoting physical, emotional, intellectual, spiritual, social and financial health of older adults; and

WHEREAS, the Lowcountry Senior Center became the first in the state to achieve national accreditation by the National Institute of Senior Centers in 2005; and

WHEREAS, the Lowcountry Senior Center continues as only one of two nationally accredited senior centers in the state; and

WHEREAS, the Lowcountry Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality and commitment of older adults in Charleston; and

WHEREAS, the Lowcountry Senior Center has expanded its services beyond James Island providing free exercise classes to older adults throughout Charleston, Berkeley, and Dorchester counties for over 15 years; and

WHEREAS, during the pandemic, the Lowcountry Senior Center was one of the first senior centers in the state to provide online classes, offering the first class within one week of the shutdown in March 2020 and then over 1,000 online classes in both 2020 and 2021 and continuing today; and

WHEREAS, with over 1.1 million visits, the Lowcountry Senior Center has provided older adults a place to enjoy friendships, be active, engaged, and connected, and to share their wisdom and experience to help others, touching lives throughout the Charleston area for 20 years; and

WHEREAS, the City of Charleston wishes to celebrate and honor the 20th Anniversary of the opening of the Lowcountry Senior Center.

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, do hereby proclaim Monday, May 2, 2022 as:

LOWCOUNTRY SENIOR CENTER DAY

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 10th day of May in the year of 2022.

John J. Tecklenburg, Mayor
MEMORANDUM

TO: City Councilmembers

FROM: John J. Tecklenburg, Mayor

DATE: May 10, 2022

RE: Recreation Commission Appointments

The Recreation Commission shall comprise at least fourteen (14) members appointed by the mayor and approved by City Council. A quorum shall be five (5) members present.

An ordinance was passed that set the commencement date for terms of boards and commissions to March 1st and to establish staggered terms. Staggered terms are beneficial as they provide for a degree of continuity as members are replaced by new appointments.

The following are my recommendations for the Recreation Commission:

- Nicole Pettinelli – New appointment – term expires 2/28/23
- Barry Breibart – New appointment – term expires 2/28/23
- Lourdes M. Andino, PhD – New appointment – term expires 2/28/23
- Ronald Faretra – New appointment – term expires 2/28/23
- Katie Mell – New appointment – term expires 2/28/23
- Janet Sims – New appointment – term expires 2/28/23
- Don White – New appointment – term expires 2/28/23
- Vincent Ashby – Reappointment – term expires 2/28/23
- David Bendt – Reappointment – term expires 2/28/23
- Andrew Tew – Reappointment – term expires 2/28/23
- Elizabeth Pickelsimer – Reappointment – term expires 2/28/23
TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor
DATE: May 10, 2022
RE: West Ashley Revitalization Commission

The West Ashley Revitalization Commission shall work to assure the long-term economic stability of West Ashley by revitalizing the unique character of the district and supporting values that assure West Ashley is a great place to live, work, plan, invest, and do business.

The mayor, the chairman of the St. Andrew's Public Services District and the member of county council who represents District 7 shall be permanent members of the commission. All other members of the commission shall serve for terms of three (3) years or until their successors have been appointed and qualified. Members appointed after expiration of the initial terms of the original members shall serve terms of three (3) years.

I am recommending the following individuals for appointment to the West Ashley Revitalization Commission:

- Teresa Tidestrom – Reappointment – term ends 2/28/2025
- Trudie Krawcheck – Reappointment – term ends 2/28/2025
- Diane Hamilton – Reappointment – term ends 2/28/2025
- Ryan Cumback – New appointment – term ends 2/28/2025
- Aimee Sutton – New appointment – term ends 2/28/2025
- Matt Moldenhauer – New appointment – term ends 2/28/2025
- Drelle Parker – New appointment – term ends 2/28/2025
- Jim Garrett – New appointment – term ends 2/28/2025
TO: City Councilmembers

FROM: John J. Tecklenburg, Mayor

DATE: May 10, 2022

RE: Human Affairs and Racial Conciliation Commission

The Human Affairs and Racial Conciliation Commission (HARCC) is to promote equity, inclusion, and racial conciliation through meetings, presentations, and research regarding all forms of institutional and community discrimination and assist in implementing any recommendation from the Mayor and Council through its standing committees to the public, assist with education and implementation of any directive from Council. HARCC will act in an advisory role to the Mayor, City Council, and City Departments in the duties and responsibilities outlined.

I am recommending the following individuals for the Human Affairs and Racial Conciliation Commission:

- Councilmember Sakran
- Councilmember Bowden
- Kim Long – Mayor Tecklenburg
- Robert Burrell Dosher – Councilmember Shealy
- Bonnie Cleveland, PhD, ABPP – Councilmember Appel
- Carroll Frye – Councilmember Brady
- Jerome Harris – Councilmember Waring
- Robert B Simons – Councilmember Shahid
- Sharon K. Milligan – Councilmember Gregg
(R156, H3126)

AN ACT TO DECLARE THAT THE PRACTICE OF DISCRIMINATION BASED ON VACCINATION STATUS IS IN CONFLICT WITH THE IDEALS OF SOUTH CAROLINA; TO PROVIDE THAT THE GENERAL ASSEMBLY BELIEVES THAT A FEDERAL VACCINE MANDATE IS UNCONSTITUTIONAL; TO PROVIDE THAT THE STATE OR ANY POLITICAL SUBDIVISION MAY NOT ENACT A COVID-19 VACCINATION MANDATE; TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, BY ADDING SECTION 8-15-80 SO AS TO PROVIDE THAT NEITHER THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS MAY TERMINATE OR SUSPEND A FIRST RESPONDER BASED ON HIS VACCINATION STATUS; TO PROVIDE FOR CERTAIN UNEMPLOYMENT BENEFITS; TO PROVIDE THAT NOTHING IN THIS ACT SHALL PREVENT AN EMPLOYER FROM ENCOURAGING OR ADMINISTERING VACCINES; TO PROVIDE RESTRICTIONS FOR A PRIVATE EMPLOYER'S VACCINE MANDATE; TO PROVIDE THAT CERTAIN VACCINE EXEMPTIONS MUST BE HONORED; TO PROVIDE THAT NO PERSON MAY BE DISCRIMINATED AGAINST BASED ON VACCINATION STATUS; AND TO REENACT ACT 99 OF 2021 RELATING TO SOUTH CAROLINA COVID-19 LIABILITY SAFE HARBOR.

Be it enacted by the General Assembly of the State of South Carolina:

COVID-19 vaccination discrimination

SECTION 1. The General Assembly declares the practice of discrimination against an individual because the individual has chosen not to receive a COVID-19 vaccination or booster is a matter of state concern and is in conflict with the ideals of South Carolina and the nation, as this discrimination interferes with opportunities of the individual to receive employment and to develop according to the individual's own ability.

Vaccine mandate

SECTION 2. The General Assembly believes that a federal vaccine mandate is unconstitutional and shall not be enforced by this State unless, after legal challenge, courts of this State or of the United States of America hold the federal vaccine mandate to be enforceable.

COVID-19 vaccination mandate restriction
SECTION 3. (A) Except as provided in subsection (B), the State or any political subdivision thereof, including a school district, may not enact a COVID-19 vaccine mandate for any:

(1) employee, independent contractor, or nonemployee vendor as a condition of employment or conducting business with the State or a political subdivision;

(2) student as a condition of attendance; or

(3) participant, volunteer, or other person associated with an auxiliary event, activity, or program as a condition for participating in, volunteering for, or associating with the auxiliary event, activity, or program.

(B) If the State or any political subdivision thereof, including a school district, is subject to a federal requirement that would lead to the forfeiture of federal funds due to a failure to require employees, independent contractors, or nonemployee vendors to receive a COVID-19 vaccination:

(1) the employer may require an unvaccinated employee, independent contractor, or nonemployee vendor to undergo weekly COVID-19 testing if the federal requirement allows for testing as an alternative to vaccination; or

(2) the employee is eligible for unemployment benefits subject to the benefit amounts, duration, and requirements as provided in Article 1, Chapter 35, Title 41 if the federal mandate gives the employer no alternative to terminating the employee without forfeiting federal funds.

(C) The Department of Health and Environmental Control and the Medical University of South Carolina shall partner with state and local government employers to provide COVID-19 testing as provided in subsection (B)(1).

COVID-19 vaccination for first responders

SECTION 4. Chapter 15, Title 8 of the 1976 Code is amended by adding:

"Section 8-15-80. (A) Neither the State, nor any of its political subdivisions, may terminate, suspend, or otherwise reduce the compensation of a person employed as a first responder if the first responder does not undergo a COVID-19 vaccination.

(B) For purposes of this section, 'first responder' means a law enforcement officer, firefighter, emergency medical technician, or paramedic who is paid from public funds."
Unemployment benefits

SECTION 5. (A) If a private employer terminates, suspends, or otherwise reduces the compensation of an employee because the employee does not receive a COVID-19 vaccination or booster, that employee is eligible for unemployment benefits subject to the benefit amounts, duration, and requirements as provided in Article 1, Chapter 35, Title 41.

(B) For purposes of this SECTION, "private employer" means all employers other than the State and its political subdivisions, including school districts.

Incentives for vaccination

SECTION 6. Nothing contained in this act shall prevent an employer from encouraging, promoting, or administering vaccinations, and nothing in this act shall prevent an employer from offering incentives to employees who elect to be vaccinated.

Private employer's vaccine mandate

SECTION 7. (A) A private employer's vaccine mandate may not:

(1) extend to independent contractors, nonemployee vendors, or other third parties that provide goods or services to the employer; and

(2) be used to coerce independent contractors, nonemployee vendors, or other third parties that provide goods or services to the employer into implementing a vaccine mandate to maintain the business relationship.

(B) For purposes of this SECTION, "private employer" means all employers other than the State and its political subdivisions, including school districts.

(C)(1) The provisions of this SECTION do not apply to an employer if the employer submits an affidavit with the Department of Employment and Workforce attesting to the fact that the employer has a contract with the federal government, a subcontract with a federal contractor, or is subject to a federal regulation that contains a valid, enforceable provision that is contrary to the requirements of this SECTION.

(2) The provisions of this SECTION do not apply to an employer seeking to enter into a federal contract, or a subcontract with a prospective federal contractor, that includes a valid, enforceable provision that is contrary to the requirements of this SECTION if the employer submits an affidavit with the Department of Employment
and Workforce attesting to the fact that if the employer is awarded the contract or subcontract, then the employer must enforce a provision that is contrary to the requirements of this SECTION.

(3) An affidavit filed with the Department of Employment and Workforce pursuant to this subsection remains in effect until revoked by the employer.

COVID-19 vaccination exemptions

SECTION 8.  (A) Notwithstanding any other provision of law, a religious exemption or medical exemption must be honored regarding any COVID-19 vaccine or booster requirement. A medical exemption may include the presence of antibodies, a prior positive COVID-19 test, or pregnancy. To claim a religious exemption, a person must provide his employer with a short, plain statement attesting to the fact that a tenet of his deeply held religious convictions would be violated by receiving the COVID-19 vaccine and booster.

(B)(1) The provisions of this SECTION do not apply to an employer if the employer submits an affidavit with the Department of Employment and Workforce attesting to the fact that the employer has a contract with the federal government, a subcontract with a federal contractor, or is subject to a federal regulation that contains a valid, enforceable provision that is contrary to the requirements of this SECTION.

(2) The provisions of this SECTION do not apply to an employer seeking to enter into a federal contract, or a subcontract with a prospective federal contractor, that includes a valid, enforceable provision or would be subject to a federal regulation that is contrary to the requirements of this SECTION if the employer submits an affidavit with the Department of Employment and Workforce attesting to the fact that if the employer is awarded the contract or subcontract, then the employer must enforce a provision that is contrary to the requirements of this SECTION.

(3) An affidavit filed with the Department of Employment and Workforce pursuant to this subsection remains in effect until revoked by the employer.

Vaccination status

SECTION 9.  (A) All persons shall be entitled to the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation without discrimination or segregation on the basis of the person's vaccination status.
(B) No person shall withhold, deny, or attempt to withhold or deny, or deprive, or attempt to deprive any person of any right or privilege secured by the provisions of subsection (A); or intimidate, threaten, coerce, or attempt to intimidate, threaten, or coerce any person with the purpose of interfering with any right or privilege secured by the provisions of subsection (A); or punish or attempt to punish any person for exercising or attempting to exercise any right or privilege secured by the provisions of subsection (A).

(C) Each of the following establishments that serves the public is a place of public accommodation within the meaning of this SECTION if discrimination or segregation by it is supported by state action:

(1) any inn, hotel, motel, or other establishment that provides lodging to transient guests, other than an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence;

(2) any restaurant, cafeteria, lunchroom, lunch counter, soda fountain, or other facility principally engaged in selling food for consumption on the premise including, but not limited to, any such facility located on the premises of any retail establishment, or any gasoline station;

(3) any hospital, clinic, or other medical facility that provides overnight accommodations;

(4) any retail or wholesale establishment;

(5) any motion picture house, theater, concert hall, billiard parlor, saloon, barroom, golf course, sports arena, stadium, or other place of amusement, exhibition, recreation, or entertainment; and

(6) any establishment that is physically located within the premises of any establishment otherwise covered by this subsection, or within the premises of which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.

(D) The provisions of this SECTION do not apply to a private club or other establishment not in fact open to the general public. An institution, a club, an organization, or a place of accommodation, as defined in subsection (C), that offers memberships for less than thirty days is not private within the meaning of this SECTION.
(E) Complaints concerning violations of the provisions of this SECTION must be processed and heard pursuant to Article 3, Chapter 9, Title 45. Penalties and remedies for violations of this SECTION are governed by the provisions contained in Article 5, Chapter 9, Title 45.

(F) For the purposes of this SECTION:

(1) "Supported by state action" means the licensing or permitting of any establishment or any agent of an establishment listed above, subject to the exclusion provided in Section 45-9-20, which has or must have a license or permit from the State, its agencies, or local governmental entities to lawfully operate.

(2) "Vaccination status" means whether a person has been vaccinated against COVID-19 or has received a COVID-19 vaccination booster.

Reenactment of Act 99 of 2021

SECTION 10. The provisions contained in Act 99 of 2021, the South Carolina COVID-19 Liability Immunity Act, are hereby reenacted, retroactive to the date that Act 99 of 2021 expired, by this act. Act 99 of 2021's provisions apply to all civil and administrative causes of action that arise between March 13, 2020, and December 31, 2023, and are based upon facts that occurred during this time period.

Severability

SECTION 11. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this act is for any reason held to be unconstitutional or invalid, such holding shall not affect the constitutionality or validity of the remaining portions of this act, the General Assembly hereby declaring that it would have passed this act, and each and every section, subsection, paragraph, subparagraph, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more other sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, or words hereof may be declared to be unconstitutional, invalid, or otherwise ineffective.

Time effective

SECTION 12. This act takes effect upon approval by the Governor. All provisions of this act are repealed on December 31, 2023, unless reauthorized by the General Assembly.

Ratified the 21st day of April, 2022.
Approved the 25th day of April, 2022. -- S.
Interlocal Agreement for Automatic Aid and Response between the City of Charleston, City of North Charleston, St. Andrews Public Service District, James Island Public Service District, St. John's Fire District, and the Town of Mount Pleasant (collectively, "the Parties").

This agreement is made and entered into in 2022 by and between the entities above-listed (collectively, the "Parties"). This agreement is entered into under the provisions of the South Carolina Code of Laws, Section 6-11-1810.

1. Recitals

Whereas, the South Carolina Constitution, Article VIII, Section 13, provides that any county, municipality, or other political subdivision may agree with another political subdivision for the joint administration of any function and exercise of power and sharing of costs related thereto; and

Whereas, the South Carolina Code of Laws, Section 25-1-450 requires such entities to cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

Whereas, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, county, fire district or other fire protection Party may provide mutual aid upon request at the time of a significant incident such as a fire or other emergency; and

Whereas, it is the purpose of this agreement to permit the participating entities to make the most efficient use of their resources and simultaneously improve public safety for all residents; and

Whereas, it is the goal of this agreement to have the closest appropriate emergency unit dispatched to each emergency; and

Whereas, the parties desire to enter into this Automatic Aid agreement to permit, under some circumstances, a fire Party to respond automatically to an incident within the limits of another jurisdiction; and

Whereas, the parties desire to have this agreement set forth their rights, duties and responsibilities as allowed by State law.

Now, therefore, for and in consideration of the covenants contained herein the parties agree as follows:
II. Terms and Conditions

1) The Parties shall each provide and maintain suitable general liability and auto liability insurance coverage to protect against losses from activities contemplated by this agreement.

2) The Parties shall maintain suitable workmen's compensation protection for the benefit of their own employees with cost to the other parties to this agreement.

3) With the exception of hazmat supplies, each Party shall be responsible for all costs of its own employees, supplies and equipment associated with aid and services rendered under this agreement. With regard to hazmat supplies, the host agency will, upon request, reimburse in a timely fashion the responding agencies for any hazmat supplies expended. The host agency shall then have the right to seek recovery the amount of any such reimbursement by billing the party responsible for creating the hazmat incident (the "Responsible Party"). The host jurisdiction's responsibility to reimburse responding agencies shall not be contingent on the host jurisdiction's ability to recover from the Responsible Party.

4) Each Party shall be responsible for all repairs, maintenance, and upkeep of all equipment used in conjunction with this agreement.

5) Each Party shall endeavor to have its members become familiar with the equipment operated by other participating Parties. Responding personnel shall only operate or employ equipment which they are qualified to operate safely.

6) Deployment of the resources of the Parties shall be done following a pre-determined and agreed upon methodology utilizing the most current Computer Aided Dispatch (CAD) available.

7) Services rendered pursuant to this Agreement shall be fire, rescue, and non-transport emergency medical services.

8) The Parties recognize that the availability of resources is dependent on many factors and this Agreement does not bind any party to provide services to another party in a manner that would cause undue risk to the safety of the citizens or employees of the Parties.

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1 The term "employees" shall also be deemed to include volunteers.
2 "Foam" is one example of such a hazmat consumable supply item.
9) This agreement shall be administered by way of a committee formed for such purpose. The committee shall consist of one member of each Party's fire service branch with each member being designated, in writing, by his / her respective Fire Chief. Committee members shall be familiar with the process of Computer Aided Dispatch.

10) The "first arriving officer" to an incident shall take command. Command may be passed to a more qualified officer based on the size and scope of the incident regardless of jurisdiction, in accordance with the South Carolina Code of Laws, Section 6-11-1820.

11) Each Party shall adopt such common or complimentary Standard Operating Guidelines (SOG's) as may be necessary to ensure that all personnel at a joint response incident operate in a common manner. Each Party's fire service branch will adhere to the National Incident Management System (NIMS). The fire service branch of each Party will operate on common dispatch and incident radio channels at joint incidents in order to maintain safe and effective communication among responding units.

12) This Agreement is made with the understanding that no charges will be assessed to any of the other parties to this Agreement.

13) Safe and successful implementation of this Agreement is dependent on training and familiarization between the parties to this Agreement. Each Party shall make its fire service members reasonably available to engage in joint training, in accordance with the South Carolina Code of Laws, Section 6-11-1830.

14) This Agreement shall become effective thirty (30) days after being signed by each Party and shall remain in full force and effect unless terminated as provided herein below. A Party may withdraw from this Agreement by providing 90 days written notice to all other currently participating Parties of its intent to withdraw. If all Parties except one have withdrawn, this agreement shall be "terminated."

15) Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be impacted.

16) Court Decisions. This Agreement shall not alter or terminate any court decision involving any of the parties to this Agreement. Further, this agreement does not alter or terminate James Island Public Service District v. City of Charleston, Case No. 00-1910.

17) This agreement supersedes all prior agreements, drafts, or discussions. Accordingly, this signed agreement constitutes the entire agreement between the parties.
18. This agreement may only be amended or modified by way of written amendment signed by all then-participating parties.

In witness whereof the parties have hereunto placed their hands on the day and year so indicated.

R. Keith Summey, Mayor  
City of North Charleston

Gregory Bulanow, Fire Chief

John J. Tecklenburg, Mayor  
City of Charleston

Daniel M. Curia, Fire Chief

Leroy Blake, Commission Chairperson  
Saint Johns Fire District

Ryan Kunitzer, Fire Chief

Christie Holderness, District Manager  
Saint Andrew's Public Service District

Charles Lamoreaux, Fire Chief

Dave Schaeffer, District Manager  
James Island Public Service District

Chris Seabolt, Fire Chief

Eric DeMoura, Town Administrator  
Town of Mount Pleasant

Mike Mixon, Fire Chief
MEMORANDUM OF AGREEMENT
BETWEEN
BERKELEY COUNTY EMERGENCY MANAGEMENT DEPARTMENT
AND
CITY OF CHARLESTON

I. PURPOSE: WEATHER MONITORING STATION INSTALLATION
Berkeley County Emergency Management Department (EMD) and the City of Charleston (the City) hereby enter into this Memorandum of Agreement for the purpose of installing a weather monitoring station, as defined below, at a City facility as part of EMD’s county-wide weather monitoring system.

For the purpose of this agreement, a weather monitoring station is defined as a self-contained system provided to EMD by Earth Networks that is designed to monitor, measure, and record specific weather conditions. The data recorded by this system will be shared by EMD with all appropriate emergency services entities within Berkeley County.

II. SCOPE OF SERVICES
A. Responsibilities of EMD
   1. Installation
      EMD, through its contractor, will arrange for the installation of the weather monitoring station. EMD will coordinate with the City’s IT Department staff member, Ivan Torres, to ensure that it is connected to the correct network.
   2. Maintenance
      EMD, through its contractor, will arrange for any necessary maintenance to the weather monitoring station.
   3. Data Management
      EMD will be responsible for keeping all data recorded by the weather station and for sharing real-time data for emergency response, as well as providing historical data for any necessary reports or other projects.

B. Responsibilities of the City
   1. Internet Support
      The City will allow EMD to utilize the existing internet support to the existing facility for the purpose of operating the weather station and allowing it to transmit data back to the system.
   2. Outage Reporting
      The City will advise EMD of any power or internet outages, planned or naturally occurring, that may interrupt the ability of the weather station to collect data.
III. TERMS AND CONDITIONS

A. Effective Dates
This MOA shall be effective when all parties have signed and will terminate on December 31, 2027.

B. Termination
1. Either party may terminate this MOA by providing thirty (30) days advance written notice of termination to the other party.

2. EMD may terminate this MOA without thirty days’ advance written notice in the event that changes to the overall weather monitoring system require the individual station to be relocated, upgraded, or shut down.

C. Amendments
The MOA may only be amended by written agreement of both parties, which must be executed in the same manner as the MOA.

D. Records
EMD will maintain all service and information records in accordance with Berkeley County’s records retention policy.

E. Liability
Each party understands and agrees that each party shall only be responsible for the actions of their agents and employees, and that neither party shall be responsible for the actions or inactions of agents or employees of the other party.

F. Financial Responsibility
EMD is financially responsible for the weather station, limited to the amount in its contract with Earth Networks, to include any insurance and warranty claims related specifically to the weather station itself.

AS TO BERKELEY COUNTY EMD

BY: ________________________________
    Benjamin Almquist
    Director
    Berkeley County EMD

DATE: ________________________________

AS TO THE CITY OF CHARLESTON

BY: ________________________________
    John J. Tecklenburg
    Mayor
    City of Charleston

DATE: ________________________________
MEMORANDUM

To: Mayor John J. Tecklenburg  
   City Councilmembers
From: Chito Walker, Deputy Chief of Police
Subject: FY22 Duke Energy Grant
Date: 10 May 2022

The purpose of this memorandum is to request approval for the City of Charleston to enter into a Memorandum of Agreement with Charleston Dorchester Mental Health Center.

In January, 2022, CPD accepted a $412,236 FY21 BJA Law Enforcement Behavioral Health Responses Grant (AKA Connect and Protect). The grant funds two positions: (1) an embedded mental health clinician exclusively dedicated to supporting officers through field intervention; and (2) a peer support specialist who will assist the Department of Housing and Community Development with street-level outreach work aimed at connecting individuals suffering from substance use disorder with access to treatment.

This Memorandum of Agreement defines the responsibilities of the parties and the terms of the agreement in regard to the Mental Health Clinician position.

Should you have any questions regarding this project, please contact Ofc. David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT
OF MENTAL HEALTH,
CHARLESTON DORCHESTER MENTAL HEALTH CENTER
AND
CHARLESTON CITY POLICE DEPARTMENT

I. Purpose

South Carolina Department of Mental Health (SCDMH), CHARLESTON DORCHESTER MENTAL HEALTH CENTER (hereafter referred to as “CDMHC”) and Charleston City Police Department (hereafter referred to as “CPD”) enter into this contract for the CPD Connect and Protect Crisis Intervention Team.

II. Scope of Services

A. CDMHC agrees to the following:

1. Assign one full-time, master’s level Mental Health Professional to provide community outreach, engagement, linkage to resources, and/or treatment services to children and adults in Charleston County. This position is part of the CIT/Connect and Protect Outreach Team also staffed by CPD. This position will provide services up to 40 hours per week, less state holidays, annual and sick leave, and mandatory training and meetings.

2. Exercise independent professional judgment in the provision of such services as employees of CDMHC.

3. Assist in the development of CPD policies pertaining to these services as requested by CPD.

4. Monitor and evaluate the quality and appropriateness of such services.

5. Provide supplemental in-service education and training for SPD on an as-requested basis.

6. Follow generally accepted professional standards, protocols, and guidelines governing the provision of any services and maintain credentials as required for services provided under this agreement.

7. Comply with all applicable quality assurance, documentation, record management, continuity of care, confidentiality, patient standards, and guidelines, as well as federal, state, and local laws, rules, regulations and protocols.

8. Attend CPD administrative meetings as needed and where appropriate when requested by CPD.

9. To the extent provided by law, CDMHC shall be responsible for the negligent conduct of its employees. CDMHC agrees to provide, for its employees, Workers Compensation insurance, as well as General, Vehicle, and Professional liability (malpractice) insurance through the South Carolina Insurance Reserve Fund for employees acting in an official capacity. Nothing in this agreement is to be interpreted as a requirement that CDMHC or the South Carolina Department of Mental Health (SCDMH) insure, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or SCDMH. Exhibit A is attached and made part of this agreement.

10. Agrees to invoice the CPD the following: Year 1 (FY22-FY23) $16,956.25 quarterly in four equal payments totaling $67,825 for services under this agreement, with remaining (2) two years to be paid in accordance as set forth in exhibit A, payable within 90 days upon receipt

Professional Service Contract Form – Jan. 2020
of a valid invoice. All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up operational delays, staffing vacancies, etc., should they occur.

11. If the payments made to the Center under this agreement are not full compensation for all Center services provided, Center may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due under this agreement.

B. CPD agrees to the following:

1. To the extent possible, ensure the safety and well-being of the mental health counselor when responding to community-based responses or other policing situations.

2. Upon receipt of a valid invoice, CPD agrees to pay the following: Year 1 (FY22-FY23) $16,956.25 quarterly in four equal payments totaling $67,825 for services under this agreement, with remaining (2) two years to be paid in accordance as set forth in exhibit A, payable within 90 days upon receipt of a valid invoice. All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up operational delays, staffing vacancies, etc., should they occur. Payment should be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414.

3. To collaborate to provide community-based identification, triage, comprehensive treatment planning, and follow-up of individuals requiring the services of both agencies.

4. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbal and electronic, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.

5. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state, federal, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAAA).

6. Ensure the confidentiality of client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.

III. Terms and Conditions

A. Effective Dates:

This contract shall be effective on this 1st day of April, 2022, or when all parties have signed, whichever is later, and will end this 30th day of March, 2023. Thereafter, the contract will automatically extend up to 2 additional one year terms, unless either party shall terminate the contract as provided herein. At the end of each contract year, the parties agree to meet to review the contract. Maximum termination date is the 30th day of March, 2027.

TERM OF CONTRACT-OPTION TO RENEW: (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and/or day(s), unless contractor receives notice that the state elects not to renew the
contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated in section above.

B. Contract Maximum will not exceed $209,641 for the three (3) year term.

C. Termination

This contract may be terminated by either party upon thirty (30) days written notice to the other party.

D. Amendment:

The contract is our entire Agreement, and it will bind each of our successors. Any changes to this contract, which are mutually agreed upon between SCDMH and the Contracting Party, shall be incorporated in written amendment to this contract and will not become effective until the amendment is signed by each party.

E. Records

Records with respect to all matters covered by this Contract must be retained for 6 years after the end of the period of this Contract and shall be available for audit and inspection at any time such audit is deemed necessary by DMH. If audit has begun but is not completed at the end of the 6 year period, the records shall be retained until resolution of the audit findings.

F. Liability

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 employees or agents, in connection with the performance of services pursuant to this Contract. Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this contract.

G. Non-Discrimination

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Contract on the grounds of race, disability, color, sex, religion, age, health status, or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DMH.

H. Controlled Substance Statement

By signing this contract, Contracting Party certifies that it will comply with all applicable provisions of The Drug Free Workplace Act, S.C Code of Laws, Section 44-107-10 et. Seq. as amended.

I. Governing Law.
The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.

J. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE

a. SCDMH has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contracting party shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

b. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes “whistleblower” remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDMH’s policies and procedures regarding false claims may be obtained from the agency’s Contract Manager.

c. Any employee, agent, or contracting party of SCDMH who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

K. Insurance

Each of the parties agrees to maintain professional and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party’s employees and each party shall be responsible for coverage of its respective employees.

L. Licenses

The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Contracting Party will immediately notify DMH if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contracting Party or Contracting Party’s employees or agents providing or performing services under this Contract.

M. Indemnification

Any term or condition is void to the extent it: 1) requires DMH to indemnify any individual or entity, or 2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, or any other theory or claim.

N. Open Trade Representation: CHARLESTON CITY POLICE DEPARTMENT represents that they are not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
a. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

IV. Incorporation

This contract incorporates the attached SCDMH “Covenants and Conditions,” and “Business Associate/Qualified Service Organization Agreement,”

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<thead>
<tr>
<th>CHARLESTON CITY POLICE DEPARTMENT</th>
<th>SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH</th>
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<td>Contractor’s Signature</td>
<td>SCDMH Signature</td>
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<td>John J. Tecklenburg</td>
<td>Jennifer Roberts, LPC, CPM</td>
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<td>Printed Name</td>
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<td>Mayor</td>
<td>Executive Director</td>
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<td>Title</td>
<td>Charleston Dorchester Mental Health</td>
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Professional Service Contract Form-Jan. 2020
This ADDENDUM is incorporated in the attached Agreement with DMH/DMH component (AGREEMENT). If any term in the AGREEMENT is in conflict with this Addendum, this ADDENDUM will control. If AGREEMENT involves federal/other grant funds (including subcontractor/sub grantee obligations), the parties will comply with applicable grant terms or obligations.

AS MAY BE APPLICABLE TO THE AGREEMENT, the party contracting with DMH (CONTRACTOR) also agrees:


2. Unless AGREEMENT/Grant terms require otherwise, DMH has ownership/title/copyright/other right to property purchased or developed with AGREEMENT funds. CONTRACTOR will not publish or use reports, data or other material or information related to AGREEMENT for its own purpose or financial benefit without prior DMH written permission.

3. CONTRACTOR performance of AGREEMENT provisions or continued payment, will not affect DMH's continued right to enforce AGREEMENT. No DMH waiver of any breach will be considered as waiver of any succeeding breach.

4. AGREEMENT is governed by applicable Federal and South Carolina law. Any legal action, suit, proceeding, or other dispute resolution activity arising from AGREEMENT will be initiated and maintained in South Carolina.

5. No CONTRACTOR sub-contract or assignment of this AGREEMENT is valid without DMH written consent. Regardless, CONTRACTOR is solely responsible for CONTRACTOR obligations and performance under this AGREEMENT.

6. CONTRACTOR records/other documents related to AGREEMENT may be audited by DMH or other agency with audit authority. CONTRACTOR will maintain documents for at least three (3) years from date of AGREEMENT final payment.

7. All invoices for DMH payment must be received by DMH within sixty (60) days of termination of AGREEMENT.

8. CONTRACTOR will not employ persons listed on HHS OIG's Cumulative Sanctions Report or Excluded Parties List, and will adopt and comply with CONTRACTOR policies consistent with §6032 Deficit Reduction Act of 2005.

9. If CONTRACTOR seeks or receives payment from third parties including Medicare/Medicaid/other federal sources, CONTRACTOR will offset DMH amounts due with such payment or submit such funds to DMH and be solely responsible for legitimacy of request for payment of funds and recoupments sought by payer. If payments to DMH from CONTRACTOR are not full compensation, DMH may bill and accept payment for such uncompensated services from any other available payer or source of payment, and any such payment will not reduce any payment due to DMH by CONTRACTOR.

10. If AGREEMENT involves review/use of DMH plans, reports, financial information, attorney work product, PHI or PII, and/or other proprietary or confidential information, CONTRACTOR will receive, maintain, use or disclose such information only as necessary to perform AGREEMENT obligations, or otherwise with DMH written permission, or as required by law.

11. No AGREEMENT funds/materials/property/services will be used to engage an attorney, for any partisan political activity, or to further election or defeat of a public office candidate or any activity in violation of the Hatch Act or other applicable law.

12. No employee of either party will be deemed as an employee of the other party. Nothing in the AGREEMENT will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the AGREEMENT.

13. An AGREEMENT term is void if it requires that DMH: be subject to another state's laws/courts/jurisdiction; indemnify, or hold harmless anyone (other than a MCO enrollee as required by law); or waive any DMH interest/right/immunity/defense.
SCDMH BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to: the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Part 4-4-160 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patients or persons subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient records, 42 CFR Part 2, in protecting Protected Health Information (PHI), and/or applicable law protecting other Personally Identifiable Information (PII), collectively "Applicable Law."

SUMMERVILLE POLICE DEPARTMENT at the address of 300 West 2nd North Street, Summerville, SC 29483, is a SCDMH Business Associate/Qualified Service Organization (BA/QSO), who by SCDMH contract/other written agreement, receives information from, creates or receives PHI and/or PII, on behalf of SCDMH.

BA/QSO in receiving from, or creating/receiving PHI and/or PII on behalf of SCDMH, acknowledges and agrees:

1. In receiving, transmitting, disclosing, transporting, storing, processing, using, or otherwise dealing with PHI and/or PII, be bound by Applicable Law, and not use or disclose PHI and/or PII except as permitted or required by this Agreement, Applicable Law, SCDMH Privacy and/or Security Practices, and any contract or other written agreement with SCDMH.

2. Consistent with this Agreement, BA/QSO may disclose minimum necessary PHI and/or PII for its management and administration, or to carry out its legal responsibilities, provided the disclosures are required by law, or BA/QSO obtains reasonable assurances from the person to whom the PHI and/or PII is disclosed, that PHI and/or PII will remain confidential and used or further disclosed only as required by law, or for the purposes for which it was disclosed, and the person notifies BA/QSO of any instances it is aware where PHI and/or PII confidentiality has been Breached.

3. Use appropriate safeguards to prevent unauthorized use or disclosure of PHI and/or PII ("Breach").

4. Following discovery of a Breach, consistent with Applicable law, promptly report such Breach to the applicable local SCDMH Privacy Officer.

5. Ensure that its subcontractors and agents, to whom PHI and/or PII is provided, or created or received on behalf of SCDMH, protect PHI and/or PII including Breach reporting as described above.

6. Provide access to PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet HIPAA requirements of providing a SCDMH patient the right to access and copy their PHI.

7. Amend PHI as directed or agreed to by SCDMH pursuant to HIPAA requirements.

8. Make available its practices, policies, procedures and records, related to PHI and/or PII use and disclosure, to SCDMH, (and for PHI, Department of Health and Human Services, or to an individual/entity as directed by SCDMH related to HIPAA compliance).

9. Document its disclosures of PHI, as required by HIPAA, for SCDMH to promptly respond to a request for an accounting of PHI disclosures, and provide such accounting to SCDMH or an individual as directed by SCDMH.

10. [Applies only to SCDMH Alcohol & Drug Treatment Program PHI AND/OR PII] As a SCDMH Qualified Service Organization under 42 CFR Part 2, resist efforts in judicial proceedings to obtain PHI as required by 42 CFR Part 2.

11. Upon termination of this Agreement for any reason, return or destroy PHI and/or PII received/created by this Agreement, including PHI and/or PII possessed by its subcontractors or agents. If returning or destroying the PHI and/or PII is infeasible, BA/QSO will notify SCDMH of conditions that make return/destruction infeasible and extend Agreement Professional Service Contract Form-Jan. 2020
protections to such PHI and/or PII, and limit further uses/disclosures to purposes that make return/destruction infeasible, as long as BA/QSO maintains the PHI and/or PII.

12. To the extent BA/QSO carries out obligations under the Privacy Standards on Covered Entities behalf, BA/QSO will comply with applicable Privacy Standard(s) in performing such obligation.

13. BA/QSO will comply with security provisions of HITECH in the same manner as such regulations apply to SCDMH.

14. Upon request, BA/QSO will provide SCDMH access to, and information concerning, BA/QSO’s security and privacy policies, processes, practices, impact and risk assessments, and actions taken to mitigate identified risks affecting PHI and/or PII provided to or created by BA/QSO pursuant to this Agreement.

15. BA/QSO will report to SCDMH security incidents of which it becomes aware that compromise PHI and/or PII confidentiality, integrity, or availability. Unsuccessful Security Incidents, involving unsuccessful attempts at unauthorized access to BA/QSO’s system, that are not a threat to PHI and/or PII and do not result in unauthorized access, use, disclosure, modification, or destruction of PHI and/or PII or interference with an information system, are not required to be reported. Unsuccessful Security Incidents include: (a) "pings": request/response to determine if an Internet Protocol (IP) address, or host, exists or is accessible; (b) port scans; and (c) malware: viruses and worms detected and eradicated prior to affecting BA/QSO’s system; (d) attempts to log on to system or enter database with invalid password or username; and (e) denial of service attacks that do not result in a server taken offline. If BA/QSO’s system is capable of logging such Incidents, upon SCDMH written request, BA/QSO will report such Incidents in the aggregate.

16. BA/QSO will require any BA/QSO subcontractor to a SCDMH contract or other SCDMH written agreement with BA/QSO, to agree in writing to comply with this Agreement.

17. SCDMH may terminate this Agreement if it determines that BA/QSO or subcontractor has violated any material term.

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BA/QSO Signature

Printed Name

Title

Date

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BA/QSO—Jan. 2020

Professional Service Contract Form—Jan. 2020
Exhibit A

Year (1) FY22-23: $67,825 annually
   $16,956.25 quarterly
Year (2) FY23-24: $69,860 annually
   $17,465 quarterly
Year (3) FY23-25: $71,956 annually
   $17,989 quarterly
MEMORANDUM

To: Mayor John J. Tecklenburg  
City Councilmembers
From: Chito Walker, Deputy Chief of Police
Subject: FY23 Coronavirus Emergency Supplemental Funding (CESF) Program
Date: 10 May 2022

The purpose of this memorandum is to request an After-the-Fact approval to submit an Application for the 2023 CESF Grant. The Program was authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

This request for $217,735 will cover the costs to equip 15 police cruisers with mobile computers, related hardware and software, licensing fees, and cellular service.

There is no match required for this grant. The Application was due May 6, 2022.

Should you have any questions regarding this project, please contact Ofc. David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
South Carolina

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM

FFY 2023 CESF Solicitation

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs

Grant Period: October 1, 2022 – September 30, 2023
Applications Due: Friday, May 6, 2022
Coronavirus Emergency Supplemental Funding Program

I. Introduction

The Coronavirus Emergency Supplemental Funding (CESF) Program was authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. A jurisdiction was determined to be eligible for direct CESF funding through the U.S. Department of Justice’s Bureau of Justice Assistance (BJA) if that jurisdiction was identified as eligible for funding under the FY 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program. As the State Administering Agency (SAA) for the JAG Program, the South Carolina Department of Public Safety’s Office of Highway Safety and Justice Programs (OHSJP) has been designated by the BJA to administer South Carolina’s allocation of CESF Program funds.

II. Funding Policy

Grants pay for 100 percent of project costs for a 12-month project period, from October 1, 2022 – September 30, 2023. Please note that, unlike the JAG Program, there is no Variable Pass-Through (VPT) requirement to locals for the CESF Program.

III. Eligible Applicants

The CESF Program is open to state agencies, local units of government, tribal governments, and non-profit agencies. There is never a guarantee of continuation funding for any program or project. A "local unit of government" is defined as any city, county, town, township or other political subdivision of a state.

In addition, the following points should be noted regarding local units of government:

A. The term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally-recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, police departments, sheriffs' offices and public defender's offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.

B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts) similar to police departments would have to apply through their local units of government.
C. A solicitor's office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

a. Maintain the financial records for the grant
b. Include the solicitor's office in its payroll records; and
c. Include the financial records of the grants to the solicitor's office in its organization-wide audit.

D. Information for the following individuals will be required on the Grant Application:

a. Project Director – Implementing Agency/Department Head, or person involved in the daily operations of the project.
b. Financial Officer - City or County Finance Director, or state agency Chief Financial Officer; and
c. Official Authorized to Sign - Mayor, City or County Administrator, or state agency director

IV. Matching Requirement

The CESF Program does not require a match.

V. Guidelines for the Use of Grant Funds

A. Permissible uses of funds

Projects funded under the CESF Program must have a nexus to criminal justice and be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NEW: Due to the increase in violent crime experienced during the pandemic, projects that support initiatives to prevent the occurrences of these crimes are also permissible.

While there are not specific priorities, projects that will have a lasting effect on Criminal Justice systems will be strongly considered for this round of funding. Examples include:

- Projects that reduce crowding in criminal or juvenile justice systems such as those that support technology solutions allowing proceedings to be completed virtually or provide electronic monitoring.
• Projects that facilitate social distancing by reducing the need for the public to visit law enforcement or other criminal justice facilities such as those that allow web based reporting or document requests.

• Projects that provide equipment or infrastructure that will outlast and continue to provide use beyond the end of the project period.

B. Expenditures which require prior BJA approval

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

• **Individual items costing $500,000 or more** – if the applicant intends to purchase an individual item that costs $500,000 or more, those item(s) should be identified and thoroughly justified by the applicant. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items.

• **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the applicant requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation and justification related to these items should be included with the application. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items. Additionally, BJA is in the process of updating guidance to implement a recent Executive Order and OJP Order 2700.1 prior to granting any future approval requests for UAS/UA/UAV’s. The OHSJP does not have an anticipated timeframe as to when this guidance will be released. For more information on OJP Order 2700.1 Policy on Funding Unmanned Aircraft Systems go to: https://www.justice.gov/ops/pr/department-justice-revises-policy-governing-grants-associated-foreign-made-unmanned-aircraft

C. Prohibition of supplanting

Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. The DOJ Grants Financial Guide defines supplanting as: to deliberately reduce state or local funds because of the existence of federal funds. For example, when state funds are appropriated for a stated purpose and federal funds are awarded for that same purpose, the state replaces its state funds with federal funds, thereby reducing the total amount available for the stated purpose. The DOJ Grants Financial Guide is located at the following website for your reference: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.
D. Unallowable uses of funds

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide, located here: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

Please note, CESF funds cannot be used as matching funds for other federal funding programs.

VI. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for, or impose another sanction on a subgrantee for any of the following reasons:

A. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.

B. Failure to submit reports (programmatic and/or financial) in a timely manner.

C. Filing a false certification in this application or other report or document.

VII. Application Criteria and Funding Review Process

All grant applications must be completed using the OHSJP’s web-based grants management system, “SCDPS Grants.” SCDPS Grants can be accessed at https://www.scdpsgrants.com/, as well as through the South Carolina Department of Public Safety website at http://www.scdps.sc.gov/ohsip/. All applications will be reviewed equally by the OHSJP staff to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. Late applications will not be accepted.

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. The OHSJP staff use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

A. Documentation of need

1. Program Definition - Any funds requested must be for the implementation of a program designed to prevent, prepare for, and respond to the coronavirus.

2. Project Impact - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.

3. Budgetary Review - Each application will be reviewed to ensure budgetary items are reasonable and costs are allowable.
4. **Project Feasibility** - Applicants should describe sufficiently and clearly how the project will be implemented.

5. **Project Evaluation** - Simple, specific, and measurable objectives should be presented, and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

B. Geographical areas of greatest need

C. Jurisdictions with limited resources

D. Current or past grant performance

E. Probability of success

F. Effective utilization of resources

G. Requested grant amount

IX. **Additional Information Requirements and Programmatic Conditions:**

A. Employment eligibility verification for hiring under the CESF award

1. The recipient (and any sub recipient at any tier) must--
   A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any sub recipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
   B. Notify all persons associated with the recipient (or any sub recipient) who are or will be involved in activities under this award of both--
      (1) this award requirement for verification of employment eligibility, and
      (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
   C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
   D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring
   The recipient's monitoring responsibilities include monitoring of sub recipient compliance with this condition.

3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction
A. Staff involved in the hiring process
For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any sub recipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify
For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any sub recipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or sub recipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any sub recipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any sub recipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

B. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

X. Notification Process
Applicants will be notified in writing by the OHSJP whether their application has been approved or denied for funding. Notices of these decisions are tentatively scheduled for publication in September/October. The FFY 2023 grant period is currently scheduled for October 1, 2022 – September 30, 2023.
XI. Application Process-SCDPS Grants

The grant application must be completed using the OHSJP’s web-based grants management system, SCDPS Grants. SCDPS Grants can be accessed at https://www.scdpsgrants.com/, as well as through the South Carolina Department of Public Safety website at http://www.scdps.sc.gov/ohsjp/.

IMPORTANT NOTE! New users must submit their subgrantee user registration request by Friday, April 22, 2022.

The application must be fully complete and submitted via SCDPS Grants prior to the application deadline, which is Friday, May 6, 2022. Required/supporting documents, letters of cooperation, and appendices relating to the application may be uploaded as attachments to an application on SCDPS Grants or forwarded to the address below with the application number written on the documents. Any supporting documentation must be received by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

Ms. Kayla Boston  
S.C. Department of Public Safety  
Office of Highway Safety and Justice Programs  
Post Office Box 1993  
Blythewood, South Carolina 29016

Please be aware that SCDPS Grants will allow application submissions until 11:59 PM on the application due date. However, staff will not be available to assist with application questions after 5:00 PM.

For programmatic questions, you may contact Amy Kingston at AmyKingston@scdps.gov or (803) 896-4742. Contact James Pendergrass at in Accounting-Grants for any financial questions at GrantsAccounting@scdps.gov or (803) 896-8097.
Grant Application Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

Budget and Description –

☐ Proposed expenditures are reasonable, adhere to application guidelines
☐ Equipment/personnel is documented as necessary
☐ Each expenditure is explained in detail in the budget narrative
☐ Agency current fiscal year authority approved budget

Problem Statement –

☐ The problem and/or need the project will address is defined exactly as it exists in your particular community (focus on the needs of your area and how the project will meet those needs)
☐ Local information and statistics are provided to support the request for funding (do not use statewide information alone to support the development of a local level project)
☐ Existing efforts, current resources, and programs being utilized to deal with the problem are thoroughly addressed

Project Purpose –

☐ At least one distinct purpose/goal has been identified
☐ Project purpose/goal is S.M.A.R.T. (specific, measurable, achievable, relevant, and time-bound)

Project Objectives –

☐ The objectives are specific and measurable to show how the goal will be achieved
☐ There is at least one objective per goal listed

Performance Indicators –

☐ There is a performance indicator per project objective identified
☐ Each indicator shows how each objective will be measured and what methods will be used to evaluate progress towards achieving the objectives and goals.

Project Evaluation –

☐ Explain who will examine the project's objectives and performance indicators
☐ Explain how that person will determine the extent to which the entire project has solved the stated problem
☐ Evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness
Other Relevant Requirements –

☐ Attach applications for direct funding from BJA, the South Carolina Emergency Management Division (SCEMD)/FEMA, SC CARES, and/or other disaster funds related to the coronavirus response in the Documents section of the online application

☐ The implementation schedule should contain information on the timing of activities

☐ The total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects should be attached

☐ The name, title, address, phone, and email information must be completed on the online application for the Project Director, Financial Officer and Authorized Official. Original signatures will only be required once a grant award is made
STATE OF SOUTH CAROLINA  )
COUNTY OF BERKELEY (______)

TITLE TO REAL ESTATE

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

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley, State of South Carolina, identified as (list street names)
Foundation Street (New 57th Public R/W), Pulitzer Street (New 50th Public R/W), and Hopewell Drive (New 57th Public R/W),
as shown and designated on a plat entitled Final Subdivision Plat of Portion of Point Hope To Create Parcel S-C-8 (2.35 Ac.), Parcel S-C-9 (2.68 Ac.) & Parcel S-C-10 (3.11 Ac.) and New Road Right-of-Ways Pulitzer Street, Foundation Street & Hopewell Drive Containing 2.33 Ac. Total, City of Charleston, Berkeley County, South Carolina, Prepared for Cainhoy Land & Timber, LLC

prepared by Phillip P. Gerard of Thomas & Hutton Engineering Co., dated April 1, 2021, revised ______________, and recorded on Apr. 25, 2022 as Instrument No. 303301676 in the ROD Office for Berkeley County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantee herein by deed of the JP Morgan Chase Bank, et al. dated May 15, 2008 and recorded May 28. 2008 in Book 7368 at Page 1 in the ROD Office for Berkeley County, South Carolina.

Grantee's Mailing Address:
City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:
262-00-00-008
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

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

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 1st day of October, 2020.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]
Witness Number One

[Signature]
Printed Name
William J. McFowes

[Signature]
Witness Number Two

[Signature]
Printed Name
Jason Danner

Grantor
Cainhoy Land & Timber, LLC

By: DI Development Company, Inc., its Authorized Agent

By: ________________________
Matthew R. Sloan, its President

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, as President of DI Development Company, Inc., the Authorized Agent of Cainhoy Land & Timber, LLC, a Delaware limited liability company, on behalf of the Grantor on the 1st day of October, 2020.

Signature of Notary: ________________________

Print Name of Notary: Maggie R. Deubler

Notary Public for South Carolina

My Commission Expires: 10/16/24

SEAL OF NOTARY
STATE OF SOUTH CAROLINA ) EXCLUSIVE STORM 
) WATER DRAINAGE 
) EASEMENTS 
) CITY OF CHARLESTON 

COUNTY OF BERKELEY 

This Agreement is made and entered into this 25th day of April, 2022, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Camboy Land & Timber, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Berkeley County tax map number 262-00-00-008 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property as hereinafter described and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on the plat entitled:

"Final Subdivision Plat of a Portion of Point Hope to Create Parcel S-C-8 (2.35 Ac.), Parcel S-C-9 (2.68 Ac.) & Parcel S-C-10 (3.11 Ac.) and New Road Right-of-Ways Pulitzer Street, Foundation Street & Hopewell Drive Containing 2.3 Ac. Total City of Charleston, Berkeley County, SC Prepared for Camboy Land & Timber"

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering dated April 1, 2021 and Recorded April 25, 2022 as Instrument No. 2022016966 in the ROD Office for Berkeley County, South Carolina (herein the "Plat").

A copy of said plat is attached hereto as "Exhibit A" and incorporated herein.

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

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.
IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

CITY OF CHARLESTON

BY:

Thomas F. O'Brien, Director of Public Service

Matthew Fountain

Stormwater

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Thomas F. O'Brien, Matthew Fountain, the Director of Public Service, Stormwater of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____________.

Signature: ____________________________

Print Name of Notary: ____________________________

Notary Public for South Carolina ____________________________

My Commission Expires: ____________________________

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

Cainhoy Land & Timber, LLC

By: DI Development Company, Inc., its Authorized Agent

By: ____________________________

Matthew R. Sloan, its President

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, President of DI Development Company, Inc., the Authorized Agent

of Cainhoy Land & Timber, LLC, a Delaware limited liability co., on behalf of the Owner on 10/7/2020.

Signature: ____________________________

Print Name of Notary: ____________________________

Notary Public for South Carolina ____________________________

My Commission Expires: ____________________________

SEAL OF NOTARY
STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property was transferred by Cainboy Land & Timber, LLC
   to City of Charleston ____________________________ on ____________________________

3. Check one of the following: The deed is
   
   (A) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money’s worth.
   
   (B) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   
   (C) ___ exempt from the deed recording fee because (See Information section of affidavit): Transfer to government entity ___ (explanation required)
   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
   
   (A) ___ The fee is computed on the consideration paid or to be paid in money or money’s worth in the amount of ____________________________
   
   (B) ___ The fee is computed on the fair market value of the realty which is ____________________________
   
   (C) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is ____________________________

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

6. The deed recording fee is computed as follows:
   
   (A) ___ Place the amount listed in item 4 above here: ____________________________
   
   (B) ___ Place the amount listed in item 5 above here: ____________________________
   (If no amount is listed, place zero here.)
   
   (C) ___ Subtract Line 6(b) from Line 6(a) and place the result here: ____________________________

ATET4-2013
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is exempt.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Agent for Grantor.

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

[Signature]

Responsible Person Connected with the Transaction

Matthew R. Sloan
Print or Type Name Here

Sworn this 7th day of October 2020

[Notary Seal]
Notary Public for South Carolina
My Commission Expires: October 11th, 2024
| **Infrastructure Survey – Roadways**  
| City of Charleston, South Carolina |

**Project Name:** Hopewell East Roads & Infrastructure

### Roadway Identification and Limits:

<table>
<thead>
<tr>
<th>Name of Street on Final Plat</th>
<th>Foundation Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section of Street</td>
<td>☑ Partial</td>
</tr>
<tr>
<td>Section of Street Begins at</td>
<td>0+00</td>
</tr>
<tr>
<td>Section of Street Ends at</td>
<td>9+06</td>
</tr>
<tr>
<td>Subdivision Name &amp; Phase (If Applicable):</td>
<td></td>
</tr>
</tbody>
</table>

**Check One:**

- ☑ Residential
- ☐ Commercial
- ☐ Light Industrial
- ☐ Heavy Industrial

### Roadway:

- **Wearing Surface:** 3" HMAC
- **Roadway Total Length:** 906'
- **Average Pavement Width:** 22'
- **Right-of-Way Width:** 50'
- **Pavement Section:**
  - **Surface Course:** 1.5" HMAC
  - **Binder Course:** 1.5" HMAC
  - **Base Course:** 9" GABC
  - **Subgrade:** 24" Compacted Subgrade

**Underdrains (Right, Left or Both):** Both

### Sidewalk:

- **Material:** Concrete
- **Width:** 5'
- **Length:** 1,684'
- **Side of The Street (Right, Left or Both):** Both

### Curb, Curb And Gutter:

- **6" Concrete Vertical Curb**
- **6" Granite Curb**
- **Other Curb (Describe):**
- **18" Concrete Roll Curb and Gutter**
- **24" Concrete Roll Curb and Gutter**
- **18" Concrete Vertical Curb & Gutter:** 1,682'
- **24" Concrete Vertical Curb & Gutter**
- **Valley Gutter**

### Cost Data, Roadway:

- **Right-of-Way Costs (Cost of Land Only):** $  
- **Construction Costs (Roadway Construction Only):** $103,735  
- **Paid by:** Developer  
- **GL Account No. (City Use Only):** #
### Cost Data, Sidewalk:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Construction (For Sidewalks Only)</td>
<td>$41,258</td>
</tr>
</tbody>
</table>

Paid by Developer

GL Account No. (City Use Only) #

### Cost Data, Curb, Curb and Gutter:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Construction (For Curb, Curb and Gutter Only)</td>
<td>$23,212</td>
</tr>
</tbody>
</table>

Paid by Developer

GL Account No. (City Use Only) #

### Comments:


### Developer Certification:

Name of Developer: Cainhoy Land & Timber, LLC
Developer’s Address:
230 Seven Farms Drive
Suite 201
Charleston, SC 29492

Developer’s Authorized Signature: [Signature]
Date: 3/14/22

### Engineer Certification:

Name of Engineer of Record: Chris F. Magaldi
Engineer’s Address:
Thomas and Hutton
682 Johnnie Dodds Blvd. Suite 100
Mt. Pleasant, SC 29464

Engineer’s Authorized Signature: [Signature]
Date: 10/14/2023

### For City Use Only:

City Council District Number:

Political Jurisdiction

Maintenance Jurisdiction

Review by Finance By: [Name]
Date: [Date]

Date of Acceptance/Dedication by City Council: [Date]

Forwarded to Finance Date: [Date]

Forwarded to Charleston County Date: [Date]

Forwarded to GIS Date: [Date]
## Infrastructure Survey – Roadways
**City of Charleston, South Carolina**

**Project Name:** Hopewell East Roads & Infrastructure

### Roadway Identification and Limits:

<table>
<thead>
<tr>
<th>Name of Street on Final Plat</th>
<th>Hopewell Drive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section of Street</td>
<td>☑ Partial</td>
</tr>
<tr>
<td>Section of Street Begins at</td>
<td>0+00</td>
</tr>
<tr>
<td>Section of Street Ends at</td>
<td>6+95</td>
</tr>
<tr>
<td>Subdivision Name &amp; Phase (If Applicable):</td>
<td></td>
</tr>
</tbody>
</table>

### Check One:

- [ ] Residential
- [ ] Commercial
- [ ] Light Industrial
- [ ] Heavy Industrial

### Roadway:

<table>
<thead>
<tr>
<th>Wearing Surface</th>
<th>3&quot; HMAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway Total Length</td>
<td>695'</td>
</tr>
<tr>
<td>Average Pavement Width</td>
<td>29'</td>
</tr>
<tr>
<td>Right-of-Way Width</td>
<td>57'</td>
</tr>
<tr>
<td>Pavement Section:</td>
<td></td>
</tr>
<tr>
<td>(Materials, SCDOT Designation and Thickness)</td>
<td></td>
</tr>
<tr>
<td>Surface Course</td>
<td>1.5&quot; HMAC</td>
</tr>
<tr>
<td>Binder Course</td>
<td>1.5&quot; HMAC</td>
</tr>
<tr>
<td>Base Course</td>
<td>9&quot; GABC</td>
</tr>
<tr>
<td>Subgrade</td>
<td>24&quot; Compacted Subgrade</td>
</tr>
<tr>
<td>Underdrains (Right, Left or Both)</td>
<td>Both</td>
</tr>
</tbody>
</table>

### Sidewalk:

<table>
<thead>
<tr>
<th>Material</th>
<th>Concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>5'</td>
</tr>
<tr>
<td>Length</td>
<td>1,310'</td>
</tr>
<tr>
<td>Side of The Street (Right, Left or Both)</td>
<td>Both</td>
</tr>
</tbody>
</table>

### Curb, Curb And Gutter:

- 6" Concrete Vertical Curb
- 6" Granite Curb
- Other Curb (Describe):  
- 18" Concrete Roll Curb and Gutter
- 24" Concrete Roll Curb and Gutter
- 18" Concrete Vertical Curb & Gutter | 1,308' |
- 24" Concrete Vertical Curb & Gutter
- Valley Gutter

### Cost Data, Roadway:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Costs (Cost of Land Only)</td>
<td>$</td>
</tr>
<tr>
<td>Construction Costs (Roadway Construction Only)</td>
<td>$ 104,895</td>
</tr>
<tr>
<td>Paid by</td>
<td>Developer</td>
</tr>
<tr>
<td>GL Account No. (City Use Only)</td>
<td>#</td>
</tr>
</tbody>
</table>

ISRI-2015
Cost Data, Sidewalk:

Cost of Construction (For Sidewalks Only) | $32,095
Paid by | Developer
GL Account No. (City Use Only) | #

Cost Data, Curb, Curb and Gutter:

Cost of Construction (For Curb, Curb and Gutter Only) | $18,050
Paid by | Developer
GL Account No. (City Use Only) | #

Comments:


Developer Certification:

Name of Developer: Cainhoy Land & Timber, LLC
Developer’s Address: 230 Seven Farms Drive
Suite 201
Charleston, SC 29492
Developer’s Authorized Signature: [Signature]
Date: [Date]

Engineer Certification:

Name of Engineer of Record: Chris F. Magaldi
Engineer’s Address: Thomas and Hutton
682 Johnnie Dodds Blvd. Suite 100
Mt. Pleasant, SC 29464
Engineer’s Authorized Signature: [Signature]
Date: [Date]

For City Use Only:

City Council District Number: ☐ City ☐ County ☐ State
Political Jurisdiction ☐ City ☐ County ☐ State
Maintenance Jurisdiction

Review by Finance By: [Name]
Date: [Date]
Date of Acceptance/Dedication by City Council: [Date]
Forwarded to Finance Date: [Date]
Forwarded to Charleston County Date: [Date]
Forwarded to Gis Date: [Date]
**Infrastructure Survey – Roadways**  
City of Charleston, South Carolina

**Project Name:** Hopewell East Roads & Infrastructure

### Roadway Identification and Limits:

<table>
<thead>
<tr>
<th>Name of Street on Final Plat</th>
<th>Pulitizer Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section of Street</td>
<td></td>
</tr>
<tr>
<td>Section of Street Begins at</td>
<td>0+00</td>
</tr>
<tr>
<td>Section of Street Ends at</td>
<td>2+60</td>
</tr>
<tr>
<td>Subdivision Name &amp; Phase</td>
<td></td>
</tr>
</tbody>
</table>

**Check One:**

- [x] Residential  
- [ ] Commercial  
- [ ] Light Industrial  
- [ ] Heavy Industrial

### Roadway:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wearing Surface</td>
<td>3&quot; HMAC</td>
</tr>
<tr>
<td>Roadway Total Length</td>
<td>260'</td>
</tr>
<tr>
<td>Average Pavement Width</td>
<td>22'</td>
</tr>
<tr>
<td>Right-of-Way Width</td>
<td>50'</td>
</tr>
<tr>
<td>Pavement Section</td>
<td></td>
</tr>
<tr>
<td>Material</td>
<td>Concrete</td>
</tr>
<tr>
<td>Width</td>
<td>5'</td>
</tr>
<tr>
<td>Length</td>
<td>463'</td>
</tr>
<tr>
<td>Surface Course</td>
<td>1.5&quot; HMAC</td>
</tr>
<tr>
<td>Binder Course</td>
<td>1.5&quot; HMAC</td>
</tr>
<tr>
<td>Base Course</td>
<td>9&quot; GABC</td>
</tr>
<tr>
<td>Subgrade</td>
<td>24&quot; Compacted Subgrade</td>
</tr>
<tr>
<td>Underdrains (Right, Left or Both)</td>
<td>Both</td>
</tr>
</tbody>
</table>

### Sidewalk:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
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<tr>
<td>Width</td>
<td>5'</td>
</tr>
<tr>
<td>Length</td>
<td>463'</td>
</tr>
<tr>
<td>Side of The Street (Right, Left or Both)</td>
<td>Both</td>
</tr>
</tbody>
</table>

### Curb, Curb And Gutter:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>6” Concrete Vertical Curb</td>
<td></td>
</tr>
<tr>
<td>6” Granite Curb</td>
<td></td>
</tr>
<tr>
<td>Other Curb (Describe)</td>
<td></td>
</tr>
<tr>
<td>18” Concrete Roll Curb and Gutter</td>
<td></td>
</tr>
<tr>
<td>24” Concrete Roll Curb and Gutter</td>
<td></td>
</tr>
<tr>
<td>18” Concrete Vertical Curb &amp; Gutter</td>
<td>460</td>
</tr>
<tr>
<td>24” Concrete Vertical Curb &amp; Gutter</td>
<td>460</td>
</tr>
<tr>
<td>Valley Gutter</td>
<td></td>
</tr>
</tbody>
</table>

### Cost Data, Roadway:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Costs (Cost of Land Only)</td>
<td>$</td>
</tr>
<tr>
<td>Construction Costs (Roadway Construction Only)</td>
<td>$ 29,770</td>
</tr>
<tr>
<td>Paid by</td>
<td>Developer</td>
</tr>
<tr>
<td>GL Account No. (City Use Only)</td>
<td>#</td>
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</table>
Cost Data, Sidewalk:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Construction (For Sidewalks Only)</td>
<td>$11,344</td>
</tr>
<tr>
<td>Paid by</td>
<td>Developer</td>
</tr>
<tr>
<td>GL Account No. (City Use Only)</td>
<td>#</td>
</tr>
</tbody>
</table>

Cost Data, Curb, Curb and Gutter:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Construction (For Curb, Curb and Gutter Only)</td>
<td>$6,348</td>
</tr>
<tr>
<td>Paid by</td>
<td>Developer</td>
</tr>
<tr>
<td>GL Account No. (City Use Only)</td>
<td>#</td>
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</tbody>
</table>

Comments:

Developer Certification:

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Developer:</td>
<td>Cainhoy Land &amp; Timber, LLC</td>
</tr>
<tr>
<td>Developer’s Address:</td>
<td>230 Seven Farms Drive Suite 201 Charleston, SC 29492</td>
</tr>
<tr>
<td>Developer’s Authorized Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

Engineer Certification:

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Engineer of Record:</td>
<td>Chris F. Magaldi</td>
</tr>
<tr>
<td>Engineer’s Address:</td>
<td>Thomas and Hutton 682 Johnnie Dodds Blvd. Suite 100 Mt. Pleasant SC 29464</td>
</tr>
<tr>
<td>Engineer’s Authorized Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

For City Use Only:

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council District Number:</td>
<td></td>
</tr>
<tr>
<td>Political Jurisdiction</td>
<td>City</td>
</tr>
<tr>
<td>Maintenance Jurisdiction</td>
<td>City</td>
</tr>
<tr>
<td>Review by Finance</td>
<td>By:</td>
</tr>
<tr>
<td>Date of Acceptance/Dedication by City Council:</td>
<td>Date:</td>
</tr>
<tr>
<td>Forwarded to Finance</td>
<td>Date:</td>
</tr>
<tr>
<td>Forwarded to Charleston County</td>
<td>Date:</td>
</tr>
<tr>
<td>Forwarded to Gis</td>
<td>Date:</td>
</tr>
</tbody>
</table>
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 100 LINE STREET (PENINSULA) (APPROXIMATELY 0.03 ACRE) (A PORTION OF TMS #460-08-01-040) (COUNCIL DISTRICT 3), BE REZONED FROM DIVERSE RESIDENTIAL (DR-2F) CLASSIFICATION TO COMMERCIAL TRANSITIONAL (CT) CLASSIFICATION. THE PROPERTY IS OWNED BY VICTOR WRIGHT. (AS AMENDED)

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from Diverse Residential (DR-2F) classification to Commercial Transitional (CT) classification.

Section 2. The property to be rezoned is described as follows:
100 Line Street (Peninsula) (approximately 0.03 acre) (a portion of TMS #460-08-01-040)

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council
City of Charleston Zoning Map

REZONING 2

100 Line St (Cannonborough/Elliottborough – Peninsula) a portion of TMS # 4600801040 approx. 0.03 acre.

Request rezoning from Diverse-Residential (DR-2F) to Commercial Transitional (CT).

Owner: Victor Wright
Applicant: Francine Floyd Murray
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1776 AND 1766 ASHLEY RIVER ROAD (WEST ASHLEY) (APPROXIMATELY 1.05 ACRES) (TMS #351-11-00-003 AND 351-11-00-004) (COUNCIL DISTRICT 9), BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION. THE PROPERTY IS OWNED BY MORRIS N. AND NANCY B. HARPER REVOCABLE TRUST AND IRMGARD S. TITUS.

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

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

1776 and 1766 Ashley River Road (West Ashley) (approximately 1.05 acres) (TMS #351-11-00-003 and 351-11-00-004)

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

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______ day of ____________ in the Year of Our Lord ____________, in the ______ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council
ZONING

1776 and 1766 Ashley River Rd (West Ashley) TMS # 3511100003 & 004 – approx. 1.05 acres.

Request zoning of General Business (GB). Zoned Ashley River Road Corridor Community Commercial Overlay District (OD_ARRC_CC) in Charleston County.

Owner: Morris N. and Nancy B. Harper Revocable Trust & Irmgard S. Titus

Department of Planning, Preservation & Sustainability
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