CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Appel

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Resolution honoring Edward Earl Ledford

2. Proclamation recognizing Shannon Walsh O’Brien Day

3. Presentation of projects in coordination with Charleston Parks Conservancy and Clemson Design and Architectural Center, Charleston -- Ray Huff, Director, and David Pastre, Senior Lecturer (Requested by Councilmember Keith Waring)

E. Public Hearings

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.

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 24th:

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. Request to speak (via Zoom or telephone) or leave a comment for City Council by completing the form at http://innovate.charleston-sc.gov/comments/.

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

1. Resolution to adopt the Amended Street Tree Manual
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 2012 Meeting Street Road (Peninsula) (approximately 0.32 acre) (TMS #466-16-00-012) (Council District 4), be rezoned from General Business (GB) classification to Light Industrial (LI) classification. The property is owned by Myron H. Herron.

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 1908 2nd Drive (West Ashley) (approximately 0.20 acre) (TMS #350-05-00-006) (Council District 7), annexed into the City of Charleston April 13, 2021 (#2021-054), be zoned Single-Family Residential (SR-2) classification. The property is owned by John H. and John J. Tecklenburg.

4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 738 Saint Andrews Boulevard (West Ashley) (approximately 0.26 acre) (TMS #418-15-00-081) (Council District 3), annexed into the City of Charleston April 13, 2021 (#2021-053), be zoned General Office (GO) classification. The property is owned by Robert A. Limehouse, IV.

5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 3919 Savannah Highway (West Ashley) (approximately 1.83 acres) (TMS #285-00-00-205) (Council District 5), annexed into the City of Charleston April 27, 2021 (#2021-058), be zoned General Business (GB) classification. The property is owned by Lillie and Carl Smalls.

6. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that a portion of Floyd Drive (West Ashley) (approximately 0.22 acre) (previously unzoned right-of-way) (Council District 5), be zoned General Business (GB) classification. The property is owned by City of Charleston.

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. May 11, 2021

H. Citizens Participation Period

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.

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 24th:

1. Request to speak 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 24th at 12:00 p.m.

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

I. Petitions and Communications:

1. Appointments:
   a. Minority and Women Business Enterprise Advisory Board:
      - Sam Skardon -- Reappointment
      - Marcella Brucellia -- Reappointment
      - Karen Wright-Chisolm - Reappointment
      - Kimberly Gaillard – New Appointment
      - Reba Martin – New Appointment
      - Holly Chesser – New Appointment
      - Nilsy Rapalo – New Appointment
   b. Health and Wellness Advisory Committee:
      - Quenton Tompkins – New Appointment
      - Aretha Jones Powell – New Appointment
      - Katherine Richardson, MD – New Appointment
      - Anne L. Andrews, MD – New Appointment
      - Meredith Berlinsky – New Appointment
      - Kimbo Yee, PhD. – New Appointment

2. A Resolution expressing the intention to establish a Johns Island Municipal Improvement District; authorizing staff to prepare an improvement plan; and other matters related thereto

3. Update on the City’s response to COVID-19 - Mayor John J. Tecklenburg, Shannon Scaff, Emergency Management Director, and Tracy McKee, Chief Innovation Officer

J. Council Communications:

K. Council Committee Reports:

1. Committee on Public Works and Utilities: (Meeting was held Monday, May 24, 2021 at 4:00 p.m.)

   a. Acceptance and Dedication of Rights-of-Way and Easements:
      (i) Barons Drive (Portion) [Grand Oaks]: Acceptance and dedication of that certain right-of-way designated as a portion of Barons Drive and the City of Charleston drainage easements shown on the plat attached hereto. All infrastructure has been constructed or bonded.
         - Title to Real Estate;
         - Exclusive Storm Water Drainage Easements; and
         - Plat
      (ii) Daniel Island, Parcel R, Block O, Lots 1 through 7: Acceptance and dedication of that certain right-of-way designated as Helmsman Street, Longshore Street,
Spartina Lane, and Waterman Street, as well as the City of Charleston drainage easements, shown on the plat for the subdivision. All infrastructure has been completed or bonded.
-- Title to Real Estate;
-- Exclusive Storm Water Drainage Easements from Parcel R Phase 1 Development Company, LLC;
-- Exclusive Storm Water Drainage Easements from B/S Parcel R, LLC; and
-- Plat

(iii) **Marshes at Cooper River, Phase 3:** Acceptance and dedication of that certain right-of-way designated as Harlequin Alley, Pathfinder Way, and Flatwoods Alley, as well as the City of Charleston drainage easements, shown on the plat for the subdivision. All infrastructure has been completed or bonded.
-- Title to Real Estate;
-- Exclusive Storm Water Drainage Easements; and
-- Plat

(iv) **William E Murray Boulevard (Portion):** Acceptance and dedication of that certain right-of-way designated as a portion of William E. Murray Boulevard shown on that certain plat including a portion of William E. Murray Boulevard recorded in Plat Book L17 at Page 0472 in the ROD Office for Charleston County, South Carolina. All infrastructure has been constructed or bonded. NOTE: City Council previous accepted this portion of William E. Murray Boulevard by deed from The Whitfield Company, but title to a portion of the right-of-way was vested in University Medical Associates of the Medical University of South Carolina (“UMA”). The quitclaim deed from UMA facilitates certainty in the chain of title.
-- Quitclaim Deed;
-- Plat recorded in L17/0472

b. Public Service Department Update:

(i) Discussion regarding Agreement between the City and Dominion Energy regarding tree trimming and power lines.

c. Stormwater Management Department Updates:

(i) Small Project Allocation – Approve a Memorandum of Agreement with the Town of James Island for the City to provide a 50% construction cost match, not to exceed $65,000 for the construction of drainage improvements on Highland Ave by the Town’s contractor. Funding was previously recommended by the PW&U committee as part of the 2020 Small Project Allocation and is available within the Stormwater Utility Budget.

(ii) Low Battery Seawall Restoration - Project Funding Discussion

(iii) Low Battery Seawall Restoration Phase III – Approval of Fee Amendment #9 in the amount of $417,773.00 with Johnson, Mirmiran, and Thompson, Inc., for the engineering and design services related to Phase III of the Low Battery Seawall Restoration Project from Limehouse St to King St. Approval of this fee amendment also adds 365 days to the contract time. Funding is from Hospitality Funds,
Municipal Accommodations Tax Funds, and Charleston County Accommodations Tax Fees.

(iv) Medical District Tunnel Extension at Ehrhardt St – Approval of Fee Amendment #3 with Davis & Floyd in the amount of $151,837.00 for environmental permitting services, development of front-end contract documents, bidding phase services, and optional services for permitting/coordination for the closure of Cannon St. during the project construction if needed. Funding is from the HUD CDBG-MIT Grant and the Drainage Fund.

2. Committee on Traffic and Transportation: (Meeting was held Monday, May 24, 2021 at 1:00 p.m.)

a. Traffic and Transportation Right-of-Way Permit Fees Discussion

b. Parking Dispatch and County 911 Center MOA (Information Only)

c. Director’s Update

d. Discussion

3. Committee on Public Safety: (Meeting was held Friday, May 21, 2021 at 2:00 p.m.)

a. An ordinance to amend the Code of City of Charleston, South Carolina, Chapter 17, Article V, Division 8-Vending, Section 17-121 to add a new Section 17-121 (b), Rules and Regulations for mobile street vendor vehicles operating on private property in the Central Business District.

b. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 21, to add a new Section 21-114 to establish a youth curfew in the Central Business District.

Give first reading to the following bills from Public Safety:

An ordinance to amend the Code of City of Charleston, South Carolina, Chapter 17, Article V, Division 8-Vending, Section 17-121 to add a new Section 17-121 (b), Rules and Regulations for mobile street vendor vehicles operating on private property in the Central Business District.

An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 21, to add a new Section 21-114 to establish a youth curfew in the Central Business District.

4. Committee on Ways and Means:

(Bids and Purchases

(Recreation Department: Approval of a contract between the City of Charleston and the Charleston County School District in the amount of $33,660 to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency. The program commences on June 21st and ends on August 8, 2021. No City match is required.)
(Stormwater Management: Approval of a Memorandum of Agreement with the Town of James Island for the City to provide a 50% construction cost match, not to exceed $65,000 for the construction of drainage improvements on Highland Ave. Funding is from the 2020 SW Small Project Allocation. The City Contribution of $65,000 is available within the Stormwater Utility Budget.

(Stormwater Management: Approval of Ehrhardt Street Drainage Project Fee Amendment #3 with Davis & Floyd in the amount of $151,837.00 for environmental permitting services, development of front-end contract documents, bidding phase services, and optional services for permitting/coordination for the closure of Cannon St. during project construction if needed. Approval of Fee Amendment #3 will increase the professional service contract by $151,837.00 (from $852,903.00 to $1,004,740.00). Funding for this project is HUD-CDBG-MIT ($9,964,190.00) and the Drainage Fund ($4,245,646.00).

(Police Department: Approval to submit an application to the FFY22 SCDPS Coronavirus Emergency Supplemental Funding Grant for $205,300 in overtime costs that were cut from the 2021 Budget due to the impacts of the COVID-19 pandemic. This application is due on June 4th. There is no match required for this grant.

(Office of Cultural Affairs: Approval to apply for $10,000 from Charleston County Local Accommodations Tax Funding, to support the 2021 Free Verse Poetry Festival. The project period is 10/15/2021 - 11/15/21. No City match is required.

(Office of Cultural Affairs: Approval to apply for $10,000 from Charleston County Local Accommodations Tax Funding, to support the 2021 Holiday Magic in Historic Charleston. The project period is 12/1/2021 – 12/31/2021. No City match is required.

(Office of Cultural Affairs: Approval to apply for $15,000 from Charleston County Local Accommodations Tax Funding, to support the 2022 Piccolo Spoleto Festival. The project period is 5/27/2022 – 6/12/2022. No City match is required.

(Office of Cultural Affairs: Approval to apply for $15,000 from Charleston County Local Accommodations Tax Funding, to support the 2021 MOJA Arts Festival. The project period is 9/30/2021 – 10/10/2021. No City match is required.

(Stormwater/Parks-Capital Projects: Approval of Low Battery Seawall Restoration Phase III Fee Amendment #9 in the amount of $417,773.00 with Johnson, Mirmiran, and Thompson, Inc., for engineering and design services related to Phase III of the Low Battery Seawall Restoration project from Limehouse St. to King St. Approval of this fee amendment adds 365 days to the contract time. Approval of Fee Amendment #9 will increase the professional service contract by $417,773.00 (from $2,445,698.05 to $2,863,471.05). The funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), and Charleston County Accommodations Tax Fees ($400,000.00).

(Parks-Capital Projects: Approval to increase the PO amount by $66.03 due to the applicable sales tax on the freight for materials that were not included in the original quote. Approval to increase P160074 will increase the PO amount by $66.03 (from $49,132.83 to $49,198.86). Funding sources for this project are: 2015 IPRB ($7,392,186.00) and 2017 IPRB ($5,000,000.00).
(Parks-Capital Projects: Approval of Trolley Barn Parking Lot Lighting Agreement with Dominion Energy for the installation and maintenance of 8 lights with an installation cost of $1,908.31. The agreement sets the monthly fee at $360.96 per month for the full initial term of the agreement (10 years). Approval of the lighting agreement will obligate $1,908.31 of the project budget of $935,000.00 for the installation of the lights. Funding sources for this project are Contributions ($400,000.00), and the Parking Fund ($535,000.00). This agreement will also obligate $360.96 per month ($4,331.52 per year) for 10 years which will be paid from the Street Light Operating Budget (170000-52115).

(Parks-Capital Projects: Approval of International African American Museum Professional Services Contract Fee Amendment #10 with Moody Nolan, Inc. in the amount of $282,167.69 for additional construction administration services related to a 4-month time extension being provided to the CMAR for the completion of the construction contract. Approval of Fee Amendment #10 will increase the professional services contract by $282,167.69 (from $11,459,557.00 to $11,741,724.69). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), IAAM Contributions ($53,000,000.00).

(Parks-Capital Projects: Approval of International African American Museum Construction Management Fee Amendment #2 to the Construction Management Contract with Cumming Construction Management, Inc. in the amount of $169,804.00 for an extension of program management services to October 31, 2021, budget analysis and reconciliation services by CS&L, and schedule reviews and claim/COR review by Palmetto Scheduling. Approval of Fee Amendment #2 will increase the Construction Management Contract by $169,804.00 (from $1,064,181.00 to $1,233,985.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), IAAM Contributions ($53,000,000.00). [Additional expenses are to be covered by the IAAM.]

(Traffic and Transportation: Approval of the Parking Enforcement Dispatch MOA between Charleston County Consolidated 911 and the City of Charleston. The current cost for the MOA between Charleston County Consol. 911 and the City of Charleston has been established. ($8,764 for year 2021 and $8,762 for year 2022=$17,532). This will include- one computer Aided Dispatch (CAD) subscription, CAD Mapping Annual maintenance and updates as needed, updates to GIS files in CAD system, all IT connections and processing for functionality. This system is needed to ensure accuracy, accountability and documentation of calls for services, vehicles towed/booted, staff members’ shifts, FOIA request, etc. The CAD system is currently used by EMS, Fire, and Police nationwide. Cost for services per Agreement for 2021 shall be covered by a future budget transfer. Costs in future years will be included as a part of the budget process.

(Executive Department: Approval to submit an application to the National League of Cities for the Equitable Economic Mobility Initiative Technical Assistance and Grant Opportunity in the amount of $25,000. Funding would be for planning and early implementation of local efforts. There is no match required for the City.

(Request authorization for the Mayor to execute, on behalf of the City of Charleston ("City"), the First Amendment to the Transfer Agreement between the City and JJR Development, LLC, to permit the closing on the transfer of the property located at
67 America Street and currently designated as Charleston County TMS No. 459-09-02-132, from the City to JJR Development, LLC, to occur on or before September 30, 2021, and authorization for the Mayor to execute all documents necessary to consummate the transaction described in the Transfer Agreement, as amended. (ORDINANCE) [67 America St., TMS: 459-09-02-132] (Development Agreement to be sent under separate cover by the Legal Department)

(Request authorization for the Mayor to execute the necessary documents for the purchase of 3, 5, 7, and 9 Cunnington Avenue, a 1.45 acre property located in the Neck area of the City, for $1,425,000 subject to the conditions outlined in the attached Agreement of Purchase and Sale. [3, 5, 7 and 9 Cunnington Avenue, TMS: 464-14-00-139 and 464-14-00-119]

(Approval of a Second Amendment to the Management Agreement between the City of Charleston and Charleston Digital Corridor Foundation for the lease space at 22 West Edge. Funds are budgeted in 2021 to continue the Management Agreement through the remainder of the year; will need to be budgeted for in 2022 if continued.

(Request authorization for the Mayor to execute a Permanent Easement between the City of Charleston and the Commissioners of Public Works whereby the City grants to CWS Utility/Access Easement for access to Wastewater Tunnels and Wastewater Tunnel Shafts (Portion of Murray Blvd and intersection of Murray Blvd and Limehouse St) (Approximately). [Ordinance]

(Request authorization for the Mayor to execute a Purchase and Sale Agreement between the City of Charleston and Michael Milhous Hollings, Helen Hollings Reardon, and Ernest Frederick Hollings, III, for the City’s purchase of property located at 0 Canal Street, Charleston, South Carolina, TMS # 457-07-001-007 for a price of $43,500.00 for long term drainage protection of Lockwood Blvd.

(Executive Session pursuant to Section 30-4-70(a)(2) of the South Carolina Code, to discuss negotiations for the acquisition of property for public safety purposes.

(Executive Session pursuant to Section 30-4-70(a)(2) of the South Carolina Code, to discuss contractual negotiations for the purchase of a Greenbelt grant property

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

An ordinance amending Ordinance No. 2020-007 by authorizing the Mayor to execute, on behalf of the City of Charleston ("City"), the First Amendment to the Transfer Agreement between the City and JJR Development, LLC, to permit the closing on the transfer of property located at 67 America Street and currently designated as Charleston County TMS No. 459-09-02-132 from the City to JJR Development, LLC to occur on or before September 30, 2021, and by authorizing the Mayor to execute all documents necessary to consummate the transaction described in the Transfer Agreement, as amended.

An ordinance authorizing the Mayor to execute on behalf of the City of Charleston a Permanent Easement between the City of Charleston and the Commissioners of Public Works of the City of Charleston whereby the City grants to the Charleston Water System (CWS) a Permanent Utility/Access Easement attached to this Ordinance and incorporated herein for property owned by the City on Murray Boulevard in the City of

8
Charleston, as shown on attached Exhibit A, and subject to the permitted exceptions set
for in attached Exhibit B, for consideration of the sum of one million and no/100 dollars.

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 Code of the City of Charleston, South Carolina, Chapter 19,
   Section 19-277(9) to extend the boundaries of Eastside Neighborhood Residential Parking
   Permit Boundary to include additional portions of Grace Bridge, Lee, Jackson and Harris
   Streets within the Eastside Neighborhood Designated Residential Parking Permit District.

2. An ordinance to make additional appropriations to meet the liabilities of the City of
   Charleston for the fiscal year ending December 31, 2020.

3. An ordinance to recognize the usage of additional funds to meet additional appropriations
   authorized by Ordinance 2021-_____ for the fiscal year ending December 31, 2020.

4. An ordinance providing for the issuance and sale of Waterworks and Sewer System Refunding
   Revenue Bonds of the City of Charleston in one or more series in the aggregate principal
   amount of not exceeding $160,000,000 and other matters relating thereto.

5. An ordinance amending Ordinance No. 2019-128, adopted December 3, 2019, by
   authorizing the Mayor to execute, on behalf of the City of Charleston, that certain Fourth
   Amendment to Option to Lease by and among the City of Charleston, as Landlord; and
   Flatiron Partners, LLC and Classic Development Company, LLC, as Tenants, under which
   the Ground Lease attached to the option is revised to include language required by
   Lender(s) for the Development of the James Lewis, Jr. Apartment site.

6. An ordinance to provide for the annexation of property known as 1453 S Edgewater Drive
   (0.47 acre) (TMS# 349-13-00-008), 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 11. The property is owned by Constantine D and Cherie A Liollio.

7. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning
   Ordinance) by amending the Marshes at Cooper River Planned Unit Development (PUD)
   Master Plan and Development Guidelines (originally adopted by Ordinance #2015-078 and
   last amended by Ordinance #2018-095) located off Clements Ferry Road (Cainhoy)
   (approximately 36.09 acres) (original TMS# 267-00-00-004, 005, 010, 050 through 057, 069
   and 071) and by changing the Zone Map to include property located on Clements Ferry
   Road (Cainhoy) (Berkeley County) (approximately 0.15 acre) (TMS# 271-00-02-153)
   (Council District 1), in the PUD. The property is owned by Marshes at Cooper River
   Homeowners Association et al. (DEFERRED FOR PUBLIC HEARING)

8. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance)
   by amending Article 2, Part 3, Table of Permitted Uses to add Utility-Scale Battery Storage
   Facilities as a principal use category and make this use a permitted use within the Light
   Industrial and Heavy Industrial Zoning Districts. (DEFERRED)(Expires March 23, 2022)
9. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 114 Magnolia Road (West Ashley) (approximately 0.20 acre) (TMS #418-13-00-166) (Council District 3), pending annexation into the City of Charleston, be zoned Single-Family Residential (SR-2) classification. The property is owned by Matt Prendergast. (DEFERRED) (Expires March 23, 2022)

10. An ordinance to provide for the annexation of property known as 114 Magnolia Road (0.20 acre) (TMS# 418-13-00-166), 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 3. The property is owned by Matt Prendergast. (DEFERRED)

11. 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)

12. An ordinance to provide for the annexation of property known as 3338 Maybank Highway (approx. 1.1 acre) (TMS# 279-00-00-035), 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 Consultants, LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)

13. An ordinance to provide for the annexation of property known as 3328 Maybank Highway (approx. 4.588 acre) (TMS# 279-00-00-031), 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 Kulick Properties, LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)

14. An ordinance to provide for the annexation of property known as 3320 Maybank Highway (approx. 2.278 acre) (TMS# 279-00-00-029), 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 1108 St Gregory St, LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)

15. 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)

16. An ordinance to amend Article III (Stormwater Management Utility) of Chapter 27 (Stormwater Management and Flood Control) of the Code of the City of Charleston, South Carolina, by eliminating the “Homestead Exemption” in Sec. 27-140(a), applicable to the payment of Stormwater Utility Fees; by deleting Sec. 27-132(j), (k), and (l), which contain certain findings associated with the adoption of the “Homestead Exemption” with respect to Stormwater Utility Fees; and to provide that the elimination of the “Homestead Exemption” in Sec. 27-140(a) shall not apply until January 1, 2020. (DEFERRED FOR PUBLIC HEARING)

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 584 Meeting Street (Peninsula) (approximately 1.623 acres) (TMS #459-01-03-045) (Council District 4), be rezoned from General Business (GB) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification. The property is owned by 584 Meeting Street LLC.
2. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to create a Special Parking District Overlay Zone for the purpose of eliminating minimum off-street parking requirements applicable to certain uses within the district and to change the Zone Map, which is a part thereof, so that properties designated as Charleston County TMS Nos. 457-04-02-007 to 012, 457-04-02-014 to 033, 457-04-02-035 to 041, 457-04-02-081, 457-04-02-111, 457-04-02-113 to 134, 457-04-02-157 to 172, 457-04-02-175 to 182, 457-04-02-184 to 191, 457-04-02-193 to 194, 457-04-04-009 to 023, 457-04-04-039, 457-04-04-041 to 047, 457-04-04-092, 457-04-04-094 to 105, 457-04-04-107 to 111, 457-04-04-117, 457-04-04-129 to 130, 457-04-04-150 to 154, 457-04-04-157 to 160, 457-04-04-163, 457-04-04-167 to 201, 457-04-04-258 to 269, 457-04-04-271 to 277, 457-04-04-307 to 320, 457-04-04-322, 457-08-01-039 to 044, 457-08-01-046, 457-08-01-048 to 064, 457-08-01-072, 457-08-01-078, 457-08-01-080, 457-08-01-088 to 090, 457-08-01-095 to 117, 457-08-01-125 to 127, 457-08-01-141 to 156, 457-08-01-163, 457-08-02-020 to 026, 457-08-02-032 to 038, 457-08-02-135, 457-08-02-159 to 161, 457-08-04-003, 457-08-04-015 to 017, 457-08-04-019, 457-08-04-0191, 457-08-04-020 to 032, 457-08-04-035 to 040, 457-08-04-042, 457-08-04-088, 457-08-04-091, 457-08-04-131, 457-08-04-133 to 134, 457-08-04-137 to 143, 457-08-04-148 to 149, 457-08-04-154 to 156, 457-08-04-184 to 188, 457-12-02-009 to 010, 457-12-02-041, 457-12-02-046 to 049 and 457-12-04-015 be included within the Special Parking District (SPD) Overlay Zone.

N. Miscellaneous Business:

1. The next regular meeting of City Council will be Tuesday, June 15, 2021 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.
RESOLUTION

WHEREAS, the City of Charleston wishes to recognize one of South Carolina's most distinguished citizens, EDWARD EARL LEDFORD, who lived a life of service to the Charleston community; and

WHEREAS, EDWARD EARL LEDFORD led the merger of Horizon House and Oak Grove Children's Home to create the Carolina Youth Development Center (CYDC), which he directed for 30 years; and

WHEREAS, EDWARD EARL LEDFORD's leadership and passion for CYDC helped to expand the center's services to Berkeley County in partnership with the Trident United Way and community partners, and to raise funds to build and operate the Callen-Lacey Center for Children; and

WHEREAS, EDWARD EARL LEDFORD was also responsible for bringing Big Brothers, Big Sisters to CYDC, where it operated faithfully for 40 years until becoming an independent entity in 2019; and

WHEREAS, EDWARD EARL LEDFORD remained an active supporter and tireless advocate for children and families long after his tenure as CEO at CYDC; and

WHEREAS, EDWARD EARL LEDFORD led with his heart and worked tirelessly to improve the lives of thousands of children and families throughout the Lowcountry, as well as the entire state of South Carolina; and

WHEREAS, EDWARD EARL LEDFORD was awarded Social Worker of the Year from the National Association of Social Workers Coastal SC Chapter, where he also served as President, worked as a Field Education Liaison with USC College of Social Work, worked as an adjunct professor with several local colleges, and served as an advisor on the Governor's Advisory Council on Juvenile Delinquency Prevention and the President for SC Social Welfare Forum; and

WHEREAS, EDWARD EARL LEDFORD was also awarded the Malcolm D. Haven Award from the Coastal Community Foundation for his selfless and unparalleled contributions to his community.

NOW, THEREFORE, BE IT RESOLVED THAT, I, John J. Tecklenburg, Mayor, City of Charleston, on behalf of all our citizens, hereby recognize Mr. Ledford's lifetime of service working to improve child welfare in Charleston and across the Lowcountry, and join his family and loved ones in grieving his loss as we remember the lasting legacy he has left on our community.

John J. Tecklenburg, Mayor
PROCLAMATION

WHEREAS, Shannon Walsh O’Brien was born in Charleston, SC, where she lived with her parents and seven siblings, all of who swam at the Jewish Community Center near their home in West Ashley; and

WHEREAS, Shannon Walsh O’Brien has competed her entire adult life as a competitive member of the Palmetto Masters Swim Team; and

WHEREAS, Shannon Walsh O’Brien’s mother, Daisy Walsh, worked as a swim coach for the City of Charleston’s youth swim team well into her 80’s and still swims weekly; and

WHEREAS, Shannon Walsh O’Brien worked for the Charleston County School District for more than 30 years as a teacher, a Teacher Coach, and a Teacher Specialist before retiring; and

WHEREAS, in order to combine her love of swimming and teaching, Shannon Walsh O’Brien began a non-profit called the Lowcountry Aquatic Project Swimming (LAPS), which, in seven years of operation, has trained more than 5,000 kindergarten and first grade students from 20 Title 1 schools in swimming and water safety; and

WHEREAS, Shannon Walsh O’Brien is an extraordinary example of a public servant teaching the wonderful benefits of exercise and water safety to children all throughout the Lowcountry.

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, do hereby proclaim May 25, 2021 as:

SHANNON WALSH O’BRIEN DAY

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 25th day of May in the year of 2021.

John J. Tecklenburg, Mayor
NOTICE OF PUBLIC HEARING
RESOLUTION TO ADOPT AMENDED
STREET TREE MANUAL

Notice is hereby given that the City Council of the City of Charleston, South Carolina will conduct a public hearing to consider a resolution to adopt amended Street Tree Manual which reflects a new mitigation rate of $275 per one inch of Diameter Breast Height, while also allowing for deductions from this rate based on tree location, species, structure and health.

The hearing will be held on Tuesday, May 25, 2021 commencing at 5:00 p.m. The hearing will be held at James Island Recreation Center, 1088 Quail Drive, and via Conference Call #1-929-205-6099. Access Code 912 096 416.

The public may participate by signing-up to speak in person at the meeting or by using one of the following virtual options:

Requests to speak at the meeting virtually and comments must be received by 12:00 p.m., Monday, May 24th:

1. Request to speak (via Zoom or telephone) or leave a comment for City Council via voice mail at 843-579-6313. If requesting to speak, please provide your name and telephone number.
2. Request to speak (via Zoom or telephone) or leave a comment for City Council by completing the form at http://innovate.charleston-sc.gov/comments/
3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

Jennifer Cook
Clerk of Council

In accordance with the American 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 schumachery@charleston.sc.gov three business days prior to the meeting.
RESOLUTION

A RESOLUTION TO ADOPT AN AMENDED STREET TREE MANUAL TO FOSTER THOUGHTFULLY PLANNED AND PROPERLY PLANTED STREET TREES WITHIN THE CITY’S RIGHTS-OF-WAY:

WHEREAS, the City of Charleston is authorized and desires to adopt amendments to its Street Tree Manual to provide clear instruction in proper methods for planting and subsurface treatment, improve communication between staff and applicants, and create a stronger future tree protection plan which will result in a better outcome for planting, saving and protecting trees within the City’s rights-of-way; and

WHEREAS, City Council held a public hearing on May 25, 2021, to consider the amendments to the Street Tree Manual.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Charleston, South Carolina, this ___ day of __________, 2021, that the City of Charleston adopts the amended Street Tree Manual, attached hereto as Exhibit A, which will reflect the following revisions:

SECTION ONE: “Mitigation for Approved and Unapproved Street Tree Removals” noted on pages 6-7, shall be amended to reflect the new mitigation rates and processes of $275/1” of Diameter Breast Height, while also allowing for deductions from this rate based on tree location, species, structure and health.

SECTION TWO: “Removal and Replacement of Pavement or Sidewalk” noted on pages 8-9, shall be amended to provide additional guidance and information on planting trees in and around sidewalks, including subsurface treatment under sidewalks and desired spacing from hardscapes.

SECTION THREE: “Street Tree Selection” noted on pages 10-11, shall be amended to provide an updated list of what trees are acceptable options for City rights-of-way, including several additions.
SECTION FOUR: “STREET TREE BANKING AND BONDING” noted on pages 17-19, shall be amended to provide updated flow charts, exhibits and clarity on the desired process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, the ____ day of ______, 2021.

__________________________________
Mayor

__________________________________
Clerk of Council
“Someone’s sitting in the shade today because someone planted a tree a long time ago.”
– Warren Buffett

The planting of trees means improved water quality, resulting in less runoff and erosion. This allows more recharging of the ground water supply. Wooded areas help prevent the transport of sediment and chemicals into streams.
- USDA Forest Service

One acre of forest absorbs six tons of carbon dioxide and puts out four tons of oxygen. This is enough to meet the annual needs of 18 people.
- U.S. Department of Agriculture

Having large trees in yards along streets increases a home’s value from 3 percent to 15 percent.

There are about 60- to 200-million spaces along our city streets where trees could be planted. This translates to the potential to absorb 33 million more tons of CO2 every year, and saving $4 billion in energy costs.
- National Wildlife Federation

Trees properly placed around buildings can reduce air conditioning needs by 30 percent and can save 20-50 percent in energy used for heating.
- USDA Forest Service

One mature tree can store 50 to 100 gallons of water during a storm.
- Trees To Offset Stormwater Case Study 04: Charleston, South Carolina, 2018

During an average high volume rainfall (a 10-year storm) in the City of Charleston, over 24 hours the city’s trees uptake an average of 569 million gallons of water. That’s enough water to fill nearly 861 Olympic-size swimming pools!
- Trees To Offset Stormwater Case Study 04: Charleston, South Carolina, 2018

https://www.charleston-sc.gov/1567/Trees-to-Offset-Stormwater
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<td>Street Tree Bond Analysis Flow Chart</td>
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<td></td>
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<td>Web Links</td>
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Charleston Street Tree planting from the 1890’s.
Residents and visitors of Charleston have enjoyed its streets lined with majestic trees for centuries. Indeed, Charleston’s stately street trees are as much a part of Charleston’s proud heritage as the historic streets and public spaces they shade. All trees proposed and growing within public places are considered to be city Street Trees.

Trees offer many practical advantages by their biological processes. All trees, young and old, process carbon dioxide and other pollutants, and then release oxygen into the atmosphere. Trees consume large amounts of water daily, helping to lessen the burden on our stormwater drainage systems. Trees cool the built environment, especially in urban contexts.

Street Trees that are well-planned and properly planted contribute immeasurably to the health and well-being of Charleston’s public spaces, while also improving the local ecosystem, and reducing energy use. To ensure the positive effects, it is essential to account for the mature size and shape of the tree in the layout of the streetscape and follow installation guidelines. Smart decisions early on ensure the health and viability of a tree as it matures.

Trees create a sense of place and character for our public spaces and streets. Healthy trees are aesthetically pleasing and increase property values. Well-maintained trees reflect both the health of the urban forest and the quality of life in Charleston. Mature trees, especially, have a measurable dollar value. All neighborhoods, parks, and commercial properties benefit from the existence of well-planned and maintained trees.

This manual is designed for developers, consultants, tree service providers, contractors, residential property owners, and others who are planning to work on, near, or around Street Trees. This manual is for accompaniment and clarification purposes as an applicant navigates the TRC process and does not override any directive provided by the City of Charleston Technical Review Committee Procedure Manual.
GENERAL OVERVIEW OF REGULATIONS

The management of street trees is handled through the City of Charleston Department of Parks (“Parks”). Parks administers the street tree program and performs other vital street tree related activities such as: permitting the planting, removal, cutting, pruning, protection and planning of trees within the public realm and rights-of-way. Through its participation in the technical review process with the City of Charleston Technical Review Committee, Parks addresses the design, development, construction, and installation of street trees. Sole authority to regulate the removal, location, species selection, and implementation of Street Trees rests with Parks.

RELEVANT ORDINANCES

CODE OF ORDINANCES:
Sec. 22-51.  Permit required to plant Street Trees.
No shade or ornamental tree or shrub shall be planted in any of the public right-of-ways or easements of the city until such tree or shrub shall have been first approved by the director of the Department of Parks and a permit therefore be granted by the Director of the Department of Parks.

Sec. 22-52.  Street Tree permit approvals.
Approved and permitted shade trees, ornamental trees, and shrubs shall be planted at the permittee’s expense and approvals shall be based upon the species and cultivar of the tree, the structure of the tree to be planted, the distance apart, and the distance from the edge of pavement, asphalt, or sidewalk as set forth in the City of Charleston’s Street Tree Manual.

Sec. 22-53.  Permit required to remove, cut, or prune tree.
No person shall, without written permission of the director of the Department of Parks, cut, prune, break, climb, injure, or remove any tree or ornamental shrub located in a public right-of-way or easement of the city or on public property. For trees removed unlawfully, without approval, the Director of the Department of Parks is authorized to grant after-the-fact approval, and require mitigation in accordance with the City of Charleston’s Street Tree Manual.

Sec. 22-54.  Permit required to remove devices protecting trees.
No person shall, without written permission of the Director of the Department of Parks, injure, misuse, or remove any device placed to protect a tree located in a public right-of-way or easement of the city of on public property.

Sec. 22-55.  Permit required to place stones impeding passage of water to trees.
No person shall, without the written permission of the Director of the Department of Parks, place or maintain upon the ground in a public right-of-way or easement of the city or on public property, stone, cement, or other substance which shall impede the free passage of water and air to the roots of any tree located in the public right-of-way or easement of the city or on public property.

Sec. 22-56.  Protection of trees during building construction.
In the erection or repair of any building or structure the owner thereof shall place such guards around all the nearby trees in the public right-of-way and easements of the city and on public property as shall effectually prevent injury, as directed by the Director of the Department of Parks.
ZONING ORDINANCE:
Sec. 54-831e. Street Trees.
Within all new developments or subdivisions, all new thoroughfares, excluding alleys, shall be planted with Street Trees in accordance with the following requirements:

1. Street Tree species selection, size, location, and spacing shall require approval of the Department of Parks, pursuant to the City of Charleston Street Tree Manual.

2. Street Trees to be planted within streets rights-of-way shall be shown on Street Tree plans and specifications submitted with road construction documents and site plans. The plans and specifications shall satisfy the requirements of the City of Charleston Street Tree Manual.

3. Extensions of existing public rights-of-way with Street Trees shall require the planting of Street Trees.
Street Trees provide numerous benefits to Charleston including, but not limited to, filtering air pollution, increasing dust filtration, reducing noise, heat and glare, preventing soil erosion, reducing storm runoff, improving surface drainage, and adding beauty and history to the surrounding landscape. It is for these reasons that the City of Charleston promotes the protection of existing trees.

A Street Tree must be protected and preserved through the technical review plan review process, unless Parks has specifically approved its removal. The removal of existing Street Trees requires mitigation. This mitigation is also required for all trees within the right-of-way. Parks, in its sole discretion, may provide relief from mitigation requirements based on the following circumstances: (1) the tree is dead; (2) the tree is deemed unhealthy; (3) the tree is deemed an unwarranted species; (4) the tree is located underneath a power line or an unfit location. On any given occasion a tree is proposed for removal, Parks may require an ISA Certified Arborist Report to support the need for removal.

Street Trees that are removed must be replaced with the same species, or another species that provides comparable or greater canopy coverage at maturity, provided the planting location can support the replacement. Removal of a Street Tree without a permit or without replacement is a violation of City ordinance and subject to penalties.

Mitigation for Approved and Unapproved Tree Removals

The City of Charleston has time and money invested in our large Street Tree population. Street Trees that are under review for removal will be subject to mitigation costs in most circumstances. In addition to mitigation costs, Parks may assess the cost for removal and stump grinding to the party requesting removal.

Mitigation Calculation: Diameter Breast Height (inches) (DBH) X $275.00 = Mitigation Cost

Diameter breast height is 4.5 ft above the ground. This mitigation cost is based on the cost of replacement taking into account planting, soil prep, watering, mulching, and maintenance.

Mitigation Deductions: The table below shows how mitigation deductions are calculated based on tree location, health, structure, and species. Numbers indicated are percentage deductions of the final monetary contribution of mitigation. Additional consideration is given for trees under overhead utility lines. A tree that has no defects or deductions will pay the full mitigation cost if the removal is permitted.

<table>
<thead>
<tr>
<th>TREE CONDITION</th>
<th>LOCATION</th>
<th>SPECIES</th>
<th>STRUCTURE</th>
<th>HEALTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOOD</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>FAIR</td>
<td>15</td>
<td>15</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>POOR</td>
<td>30*</td>
<td>30</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>OVERHEAD UTILITY</td>
<td>10% Additional Deduction for Overhead Utility Impacted Trees</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The overhead utility line reduction only counts for large and medium maturing trees (not for small or understory trees (i.e. Crape Myrtles). No deductions can end in amounts over 100% mitigation.

The mitigation table is set up so property owners, developers, consultants, arborists, and city staff can adequately and fairly determine the conditions of a tree proposed for removal.
Mitigation Factors:

Location: The location of a Street Tree is critical for its projected growth. Does a tree have adequate room for growth? Are there man-made conflicts that adversely affect tree performance? Does the tree sit under water during a rain event? Is its canopy in a power line?

Species: This factor focuses on whether or not the tree itself is appropriate. Is the tree an invasive species? Is the tree prone to blight? Does this tree tend to be messy? Is it a large maturing tree under an overhead utility line?

Structure: The structure of a Street Tree refers to the architecture of a tree. Will the tree tear itself apart in a wind storm? Does it have included bark? Is the canopy lop-sided? Does it have a dominant leader?

Health: This mitigation factor relates to the biological development of a tree. Does it have a quality leaf set? Does is have fungi or cankers? Does it have poor leaf density. Health not only looks at a tree’s current conditions, but what it’s projected conditions are going to be. Will the construction of a tall building block out all the light? Will construction eventually damage a tree? Will branches grow to a point where they will need to be pruned?

Example Mitigation Scenarios

Example A:

12” LIVE OAK
This tree has no major defects, is in good health, has no overhead utility conflicts, has fair structure, and has a good site location.

DEDUCTIONS
- Location: 0%
- Species: 0%
- Structure 10%
- Health: 0%
- Overhead Utility Conflict: 0%

TOTAL DEDUCTION = 10%

MITIGATION
- $275 X 12” = $3,300
- $3,300 X .10 = $330 Deduction
- $3,300 - $330 = $2970

TOTAL MITIGATION = $2970.00
Example B:

20” WATER OAK
This tree has some structural defects, is in poor health, has evident overhead utility conflicts, has fair structure, and has a fair site location.

DEDUCTIONS
Location: 15%
Species: 30%
Structure 10%
Health: 20%
Overhead Utility Conflict: 10%

TOTAL DEDUCTION = 85%

MITIGATION
20” X $275 = $5,500
$5,500 X .85 = $4,675 Deduction
$5,500 -$4,675 = $825

TOTAL MITIGATION = $825.00

Tree Protection and Preservation

Unless otherwise specifically approved, all Street Trees shall be preserved and protected from incidental impacts, injury, and damage by permitted or non-permitted construction activities in the right-of-way. All protection of Street Trees shall follow the same guidelines as set forth in Section 54-330 of the City of Charleston Zoning Ordinance.

Each Street Tree within a work zone that is to be preserved shall be barricaded, including all unpaved areas of the critical root zone to prevent compaction, grading, or other disturbance. The detailing of Street Tree protection barricades shall be consistent with Section 54-330 of the City of Charleston Zoning Ordinance. See Appendix at the end of this manual for tree protection barricade detail. All tree barricades must be in place prior to any approved demolition or construction activities. Street Trees with open planting strips and all unpaved areas within a Street Tree drip line shall be enclosed with the required protection fencing.

Removal and Replacement of Pavement or Sidewalk

A number of development projects require the removal of existing sidewalks. Especially in the historic districts of Charleston, these sidewalks surround well established Street Trees. Removal of existing pavement over tree roots is often necessary within the critical root zone of a Street Tree. In any case of construction activity within the root zone of a Street Tree, the exposed roots shall be protected from injury. This is achieved through careful removal of pavement.

Once pavement is broken into manageable pieces it can be carefully removed. All equipment must remain on undisturbed pavement and off exposed roots. All base material around roots shall remain intact prior to determining root pruning strategies. These strategies must be determined by Parks in consultation with the on-site arborist of record. In dry and hot conditions, apply untreated wood chips, burlap or other
means of moisture control over the exposed roots within one hour, and keep the area moist until overlay surface is applied. See Required Notes, page 16.

**Promote Longevity of Trees and Pavement**

Charleston is accustomed to the effects of significant root growth and its impacts on sidewalks, walls, streets, and buildings. As new development arises, the chance of conflict between trees and surrounding pavement is ever greater. It is imperative to loosen soils to promote deep rooting and find ways to maximize available soil volume for healthy root development.

When there is oxygen, water, and space under sidewalk pavement, tree roots will grow. The growth of roots under pavement result in lifting or cracking of the pavement. When pavement lifting is excessive, a pedestrian tripping hazard is created. It then becomes a challenge to preserve the tree while continuing to allow pedestrian use of the sidewalk.

The best opportunity of dealing with sidewalk lifting problems is at the time of tree planting or concrete installation. Tree species can be selected to fit the available space. If space is limited, small maturing trees or species known not to damage pavement should be planted. Alternatively, modifications can be made under or next to the pavement to reduce root growth. Modifications that will extend the useful life of sidewalk pavement include installation of root barriers alongside the pavement or installing a root-excluding base beneath the concrete. Root barriers must be at least 18 inches deep and the top must be above the soil and mulch surface to be effective. Base layers that successfully exclude roots include washed coarse gravel (1-1.5 inches diameter, with no fines) and foam insulation boards. A gravel base at least 4 inches is recommended, thicker is better. Gravel is only effective in well drained soils. Foam boards are commonly available from 1 to 2 inches thick. Two 2-inch thick boards can be glued together to provide a 4 inch base for the greatest protection from root growth damage.

The City of Charleston has adopted a standard detail for proposed Street Trees with a surrounding hardscape application. This detail shall be utilized in the right-of-way for all Street Tree applications. See Appendix at the end of this manual.
STREET TREE POPULATION AND SELECTION

The Street Tree population in Charleston is as historic and diverse as its citizens. All Street Trees provide specific aesthetic, human health, environmental and economic benefits. The Street Tree population in Charleston has evolved by cycles of planting, growth, death, removal, and replacement.

Charleston streets are known for fabulous Live Oak canopies, tall Palmettos and colorful Crape Myrtles. These Street Trees have proven their effectiveness, ability to adapt to harsh conditions and survive years of impact from nature and man. Just beyond the city urban limits are forests of tree species that over time have adapted (via aid from nature or man) for suitable use in local streetscapes. For a number of reasons, diversity in Street Trees is important to the survivability of all Street Trees. As Charleston continues to grow, the Street Tree population must adapt to the conditions presented.

In general, no one species should account for more than 10% of the entire population. Further, no one genus should account for more than 20% of the total population. We encourage developers to select species that perform well as Street Trees, yet are underrepresented in the overall Street Tree inventory. Live Oaks, Crape Myrtles, and Palmettos will be allowed, but they should not represent the majority of new streetscape trees.

Street Tree Selection

Parks is willing to consider any species for approval except for those shown on the unapproved Street Tree list. For trees listed on the conditionally approved list, approvals are granted by Parks on a case-by-case basis.

Commonly Approved Street Trees Found in Charleston

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Live Oak</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>Overcup Oak</td>
<td>Quercus lyrata</td>
</tr>
<tr>
<td>Pin Oak</td>
<td>Quercus palustris</td>
</tr>
<tr>
<td>Nuttall Oak</td>
<td>Quercus texana</td>
</tr>
<tr>
<td>Sawtooth Oak</td>
<td>Quercus acutissima</td>
</tr>
<tr>
<td>Shumard Oak</td>
<td>Quercus shumardii</td>
</tr>
<tr>
<td>Southern Red Oak</td>
<td>Quercus falcata</td>
</tr>
<tr>
<td>Crape Myrtle</td>
<td>Lagerstroemia indica</td>
</tr>
<tr>
<td>Cabbage Palmetto</td>
<td>Sabal Palmetto</td>
</tr>
<tr>
<td>Chinese Pistache</td>
<td>Pistacia chinensis</td>
</tr>
<tr>
<td>Sweetbay Magnolia</td>
<td>Magnolia virginiana</td>
</tr>
<tr>
<td>Blackgum</td>
<td>Nyssa sylvatica</td>
</tr>
<tr>
<td>Chinese Fringetree</td>
<td>Chionanthus retusus</td>
</tr>
<tr>
<td>American Hornbeam</td>
<td>Carpinus caroliniana</td>
</tr>
<tr>
<td>Trident Maple</td>
<td>Acer buergerianum</td>
</tr>
<tr>
<td>Eagleston Holly</td>
<td>Ilex x attenuata ‘Eagleston’</td>
</tr>
<tr>
<td>Dahoon Holly</td>
<td>Ilex cassinse</td>
</tr>
<tr>
<td>Savannah Holly</td>
<td>Ilex x ‘Savannah’</td>
</tr>
</tbody>
</table>
### Conditionally Approved List

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tulip Poplar</td>
<td>Liriodendron tulipifera</td>
</tr>
<tr>
<td>American Sycamore</td>
<td>Platanus occidentalis</td>
</tr>
<tr>
<td>London Planetree</td>
<td>Platanus x acerifolia</td>
</tr>
<tr>
<td>Bald Cypress</td>
<td>Taxodium distichum</td>
</tr>
<tr>
<td>Chinese Elm</td>
<td>Ulmus parvifolia</td>
</tr>
</tbody>
</table>

### Unapproved List

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bradford Pear</td>
<td>Pyrus calleryana ‘Bradford’</td>
</tr>
<tr>
<td>Popcorn Tree</td>
<td>Carya illinoinensis</td>
</tr>
<tr>
<td>Pine</td>
<td>Pinus sp.</td>
</tr>
<tr>
<td>Red Maple</td>
<td>Acer rubrum</td>
</tr>
<tr>
<td>Sweet Gum (fruiting or fruitless)</td>
<td>Liquidambar styraciflua</td>
</tr>
<tr>
<td>Water Oak</td>
<td>Quercus nigra</td>
</tr>
<tr>
<td>Redbud</td>
<td>Cercis canadensis</td>
</tr>
</tbody>
</table>
Street Tree species selection must take into account existing and proposed utilities, hardscape elements, as well as the minimum planting space necessary for each species. Street trees shall be selected and planted appropriately in order to minimize conflict in public spaces.

Spacing of Street Trees is determined on a number of circumstances and there is no set required vertical and lateral clearance. In light of this, there are some typical clearances that might be applied to the decision regarding the approved location of Street Trees.

**Vertical Clearances: Tree Canopy Above Surfaces**

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Standard Clearance (Distance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk</td>
<td>Any horizontal projection over a surface</td>
<td>6 - 8 Feet</td>
</tr>
<tr>
<td>Roadway</td>
<td>Tree limbs</td>
<td>12 - 14 Feet</td>
</tr>
<tr>
<td>Bike Path</td>
<td>Any horizontal projection over a surface</td>
<td>8 - 10 Feet</td>
</tr>
</tbody>
</table>

Trees with a mature height of greater than 15’ are prohibited from planting under distribution power lines. No large canopy tree should ever be planted under an overhead utility line.

**Lateral Clearances: Tree Planting Adjacent To Other Infrastructure**

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Standard Clearance (Distance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Centerline</td>
<td>Face of curb</td>
<td>3 - 4 Feet</td>
</tr>
<tr>
<td>Tree Centerline</td>
<td>Sidewalk or sidewalk landing</td>
<td>2 - 3 Feet</td>
</tr>
<tr>
<td>Tree Centerline</td>
<td>Driveway edge</td>
<td>6 - 7 Feet</td>
</tr>
<tr>
<td>Tree Centerline</td>
<td>Edge of decorative streetlight pole</td>
<td>15 - 20 Feet</td>
</tr>
<tr>
<td>Tree Centerline</td>
<td>Edge of fire hydrants</td>
<td>5 Feet</td>
</tr>
<tr>
<td>Tree Centerline</td>
<td>Edge of utility poles</td>
<td>10 Feet</td>
</tr>
<tr>
<td>Tree Centerline</td>
<td>Underground utilities</td>
<td>3 - 5 Feet</td>
</tr>
<tr>
<td>Tree Centerline</td>
<td>Roadway edge where no curb exists</td>
<td>10 Feet</td>
</tr>
</tbody>
</table>

**Street Tree Spacing**

Tree spacing is based largely on crown spread, understanding tree species growth habits, and surrounding items located within the planting area.

**General Spacing by Canopy Size**

<table>
<thead>
<tr>
<th>Large Tree</th>
<th>40’+ Canopy</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>30’ Minimum</td>
<td>60’ Maximum</td>
<td>45’ Preferred</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Medium Tree</th>
<th>15’ to 40’ Canopy</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15’ Minimum</td>
<td>40’ Maximum</td>
<td>30’ Preferred</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Small Tree</th>
<th>Less than 15’ Canopy</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15’ Minimum</td>
<td>25’ Maximum</td>
<td>15’ Preferred</td>
</tr>
</tbody>
</table>

Small and columnar trees should be planted only if the space is limited. Spacing for columnar varieties may be spaced more closely upon approval by Parks.
Planting Stock and Material

All trees approved for the right-of-way shall meet ANLA Nursery Stock Standards, to provide root and canopy development to support healthy, vigorous growth with natural resistance against disease and/or pest infestation. Trees with broken or inappropriately pruned tops, injured trunks, or branch damage that cannot be corrected by minor pruning are not suitable as Street Trees. For more information on industry standards, and how to select quality trees from local suppliers, see the additional resources links at the end of this manual.

Soil amendments such as compost or other soil conditioners are typically included as a standard for construction projects that construct new planting strips. Soil amendment is not required nor recommended for Street Tree installations in existing planting strips with well-developed soil and appropriate site and soil properties for drainage. Soil amendments in the backfill do not reduce the watering requirements.

Standard tree planting pits should be excavated to a depth equal to the depth of the rootball with diameter of planting hole a minimum of 24 inches greater than the root ball diameter. Excavated native soil should be placed as backfill free of debris, weeds, sod and rocks larger than 1 inch.

Trees should be handled to ensure protection and full support under the root ball, placed with the root crown two inches above adjacent curb and sidewalk surfaces, and oriented to align structural branches for optimum compatibility with buildings and adjacent street/sidewalk clearances. It is imperative that twine, burlap and wire baskets be removed to expose the top 2/3 of the root ball. Full removal of twine, burlap and wire baskets is preferred. Lack of this removal/treatment will result in automatic replacement of tree by developer or contractor.

All other containers, grow bags and materials used in the commercial production of nursery stock must be removed entirely from the root ball. Roots should be pruned, loosened and/or straightened to ensure proper growth and establishment.

2”-3” Premium Dyed Brown Shredded Pine Bark mulch (City of Charleston Parks Department standard) should be placed on top of root ball. Mulch shall not cover the root flare and keep 6” away from the base of any/all tree trunks. The final product should be a uniform coverage and thickness. Any mulch “volcanoes” or excessively placed mulch will not be accepted. The minimum diameter of any mulch ring shall be 4’if possible. NOTE: Proper installation and ongoing management of mulch topdressing is necessary to retain soil moisture and protect trees from damage by lawn maintenance equipment.

Correctly planted trees do not require staking. If staking is deemed to be necessary, the staking shall only remain for one year following installation. All stakes must be removed by the developer after one year. See the additional detailing for approved staking methods at the end of this manual.
Place backfill soil around root ball, lightly compacting the soil with pole or shovel handle to eliminate voids. Construct a watering ring (soil berm at 3”-4”; height x 4” diameter) and water thoroughly to ensure settlement of the backfill material. See Appendix at the end of this manual.

After Planting Care and Establishment

Watering is necessary for the establishment and survival of new Street Trees. Newly planted trees, including drought tolerant species, are dependent upon supplemental irrigation until established, typically for two to three years. Monitor and water trees weekly during summer months and especially during drought conditions to ensure adequate watering frequency suited to the tree species and soil conditions. Trees shall be watered at time of installation and throughout the warranty period.

It should be noted that trees are often irrigated up to twenty-one times per week at the nursery. Live Oaks (2.5” caliper) take 12 months to establish roots in the landscape when watered regularly 2-3 times per week. Larger trees take longer. For bare minimum survival, a 2.5” caliper Live Oak planted in the spring needs water twice weekly for approximately 10 weeks, then can survive with average rainfall. You cannot make up for lack of frequency with larger volumes less often. It is better to apply water frequently in the weeks and months immediately after planting, than to apply the same volume over a longer period.

Periods of extreme heat, wind or drought may require more or less water than recommended here. The method and amount that is applied may vary depending upon soil composition, heat, wind, planted in turf or ground cover, periods of abnormal rainfall or in poorly drained soils.

Recommended Watering Schedule

<table>
<thead>
<tr>
<th>Caliper</th>
<th>Watering Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;2” Caliper</td>
<td>2-3 gallons per inch of caliper every day for 1-2 weeks</td>
</tr>
<tr>
<td></td>
<td>2-3 gallons per inch of caliper every other day for 1-2 months</td>
</tr>
<tr>
<td></td>
<td>2-3 gallons per inch of caliper weekly for two months</td>
</tr>
<tr>
<td></td>
<td>Additional watering as needed throughout the first year</td>
</tr>
<tr>
<td>&lt;2-4” Caliper</td>
<td>2-3 gallons per inch of caliper every day for 1 month</td>
</tr>
<tr>
<td></td>
<td>2-3 gallons per inch of caliper every other day for 2-3 months</td>
</tr>
<tr>
<td></td>
<td>2-3 gallons per inch of caliper weekly for two months</td>
</tr>
<tr>
<td></td>
<td>Additional watering as needed throughout the first year</td>
</tr>
</tbody>
</table>
### <4” Caliper

<table>
<thead>
<tr>
<th>Watering Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-3 gallons per inch of caliper every day for 6 weeks</td>
<td></td>
</tr>
<tr>
<td>2-3 gallons per inch of caliper every other day for 5 months</td>
<td></td>
</tr>
<tr>
<td>2-3 gallons per inch of caliper weekly until established</td>
<td></td>
</tr>
<tr>
<td>Additional watering as needed throughout the first year</td>
<td></td>
</tr>
</tbody>
</table>

### Palmettos

Watering is based on the average daily temperatures and soil type at the location. Water trees by flooding saucer and allowing water to perk in and then flood again, or put a hose on slow drip and saturate soil completely.

### Temperature

<table>
<thead>
<tr>
<th>Temperature Range</th>
<th>Watering Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-55</td>
<td>no watering needed</td>
</tr>
<tr>
<td>55-70</td>
<td>water one (1) time per week</td>
</tr>
<tr>
<td>70-85</td>
<td>water two (2) times per week</td>
</tr>
<tr>
<td>85 - up</td>
<td>water four (4) times per week</td>
</tr>
</tbody>
</table>

Plans for automated irrigation systems shall be submitted at the time of the Technical Review Committee review for approval. Irrigation systems in the right-of-way must receive an encroachment permit from the City of Charleston Public Service Department. Typically, irrigation systems decrease room for root growth in tree wells. For other obvious reasons, irrigation systems within the public right-of-way may create unnecessary maintenance and infrastructure conflicts.
REQUIRED STATEMENTS, INFORMATION AND NOTES

Projects with proposed Street Trees must provide the following information on landscape plans in order to receive TRC Approval from Parks:

1. Guarantee Statement
   - Trees 2-3.5” caliper require a one (1) year warranty
   - Trees 4-6” caliper require a two (2) year warranty
   - Trees 6”+ caliper require a three (3) year warranty
   - Palmettos require a two (2) year warranty
   - Warranty period begins at written acceptance of street tree installation by Parks

2. Watering Schedule (See Previous Pages)

3. List of Proposed Street Trees (Street Tree Plant Schedule)
The list should be separated from the planting list for private areas. The proposed Street Tree list should include common name, botanical name, quantities, caliper, and other specifications such as: minimum height/spread, root ball type, mulch requirements, remarks, etc.

4. Note - Language must appear exactly as stated below:
   “Trees planted in the right-of-way must meet ANLA Nursery Stock Standards, and species selection must be approved by the Department of Parks. The City of Charleston Department of Parks reserves the right to reject any Street Tree deemed to be unacceptable.”

5. Street Tree Planting Detail
The Street Tree planting detail for canopy trees located in the back of this manual shall be included on landscape plans.
STREET TREE BANKING AND BONDING

Street Tree Bank

The Street Tree Bank is an account established specifically for Street Tree requirements. Should the developer choose to utilize this instrument; a tree bank analysis shall be submitted for review/approval. Please refer to contact information at the end of this manual. The developer shall pay Parks 100% of the approved estimated cost as determined in the tree bank analysis, at which time, the Street Tree requirements are considered satisfied. The City will then utilize the deposited funds to pay for the Street Tree installation and establishment per the approved plans after the adjacent building construction is completed. Projects will be planted in full blocks when possible, and all projects will be planted within five (5) years of acceptance of the right-of-way regardless of the status of adjacent construction. Parks reserves the right to change Street Tree species depending on the final building product or current information. Changes will be made in consultation with the developer when possible.

Street Tree Bank Analysis

A tree bank analysis is 100% of the estimated cost of the trees, installation, watering, mulching, and staking, if necessary. The analysis shall be based on current market rates for tree species and installation. Parks has the right to request a contractor estimate to back up pricing. The tree bank analysis shall be submitted to Parks for review and approval prior to submitting for a final plat for recording. Please refer to contact information at the end of this manual. Please include the approved Street Tree layout plan with the bank analysis. This plan should include street names, be full size, and drawn to a standard engineering scale. Please allow two (2) weeks for approval. Once approved, a copy of the bank analysis will be sent back to the applicant via email. Please keep this copy for your records. A copy of the approved tree bank analysis will be required to be submitted to the City of Charleston’s Engineering Division when submitting your final plat for recording. Payment in full must be received by Parks prior to final plat recording.

Street Tree Bonding

If Street Trees are not installed through the Tree Banking process, projects (or project phases) with 10 or more trees must be bonded at 150% of the estimated cost. This cost shall include the price of the trees, installation of the trees, approved watering method, mulching, and staking, if necessary. Smaller bonds may be considered based on market conditions.

Bonds shall be issued for 24 months (730 days) initially and renewed for up to three (3) additional 12 month periods, as necessary. Street Trees shall be planted during the appropriate season to increase survivability. Trees shall not be planted from April through September. Palmettos may be planted throughout the year, pending appropriate watering methods are performed.

Street Tree Bond Analysis

A Street Tree bond analysis is 150% of the estimated cost of the trees, installation, watering, mulching, and staking. The Street Tree bond analysis shall be submitted by the developer or developer’s representative to Parks for review and approval prior to submitting a final plat for recording. Please include the approved Street Tree layout plan with the bond analysis. This plan should include Street Tree names, be full size, and drawn to an appropriate engineering scale. Allow two (2) weeks for approval. Once approved, a copy of the bond analysis will be sent back to the applicant via mail, hand delivery, or electronic mail. Please keep a copy for your records. A copy of the approved bond analysis will be required to be submit-
ted to the City of Charleston’s Public Service Department when submitting your final plat of recording.

Street Tree Performance Bond Agreement
The developer or developer’s representative brings the Street Tree Performance Bond Agreement and Bonding Instrument to for verification against the Street Tree Bond Analysis. Upon approval, the Street Tree Performance Bond Agreement is signed and given back to the Developer. Parks will keep a copy of the Street Tree Performance Bond Agreement and Bonding Instrument for their records. Please allow at least two (2) weeks for this process.

Public Dedication Process
If the developer plans to pursue the public dedication process, then they will bring the executed Street Tree Performance Bond Agreement and Bonding Instrument with them to the City of Charleston Public Service Department, who will submit as a single package to City of Charleston Budget, Finance, Revenue, and Collections (BFRC) for recording upon completion of the dedication process detailed in the Appendix of the Manual. Developers will be provided a copy of the bond paperwork for their records.

No Public Dedication Process
In the event a particular project is required to provide Street Trees but does not require plat dedication, the developer or developer’s representative brings the Street Tree Performance Bond Agreement and Bonding Instrument to Parks for verification against the Street Tree Bond Analysis. Upon approval, the Street Tree Performance Bond Agreement is signed and submitted as a single package directly to BFRC for recording upon completion of the dedication process detailed in the Appendix of the Manual. Parks will keep a copy of the Street Tree Bond Agreement and bonding instrument for their records. Another copy will be sent back to the applicant via mail, hand delivery, or electronic mail. Please allow at least two (2) weeks for this process.

Bonding Instrument
A bonding instrument is considered a letter of credit, performance bond, cashier’s check, or other financial instrument deemed acceptable to the City of Charleston’s Corporation Counsel and BFRC.

Release of Performance Bond
Once the required Street Trees have been installed and the developer or the developer’s representative is ready for a formal inspection, Parks must be contacted to conduct a field inspection. A field inspection will be scheduled within two (2) weeks upon notification.

Upon final inspection and acceptance, Parks will notify Legal and BFRC staff that the applicant’s obligations have been met. At this time, the bond may be released and the warranty period for the Street Trees will begin. A Street Tree Warranty Bond must be submitted and approved by Parks prior to the release of the Street Tree Performance Bond. The developer or the developer’s representative is responsible for contacting Parks to schedule inspections for the release of bonds. All bonds will be released to the original bond holder.

Warranty Bond
Once the required Street Trees have been approved and the Street Tree Performance Bond has been released, the warranty period shall begin. In order to be placed into the warranty period a Warranty Agreement For Street Trees With Bond is signed and submitted and approved by Parks. A bonding instrument must also be submitted with the warranty agreement. The bond amount shall be 10% of the bonding analysis subtotal prior to the 150% bond. A bonding instrument is considered a letter of credit, performance bond, cashier’s check, or other financial instrument deemed acceptable to the City of Charleston’s Corporation Counsel and BFRC. Upon approval, the Warranty Agreement For Street Trees With Bond is
signed and submitted as a single package directly to BFRC for recording upon completion of the dedication process detailed in the APPENDIX of the Manual. Parks will keep a copy of the Warranty Agreement For Street Trees With Bond and bonding instrument for their records. Another copy will be sent back to the applicant via mail, hand delivery, or electronic mail.

**Release of Warranty Bond**

Once the required Street Trees have been in the ground for a minimum of one year from initial performance approval, the developer or the developer’s representative is responsible for contacting Parks to schedule a final inspection for the release of the warranty bond.

Upon final warranty inspection and acceptance, Parks will notify Corporation Counsel and BFRC the applicant’s obligations have been met. At this time, the warranty bond will be released. All bonds will be released to the original bond holder.

Trees rejected during this inspection will be replaced by the developer and a new warranty bond for the replaced trees will be required.

Please Note: Due to typical slow growth rate at time of planting, palm trees require a 2-year warranty period.

**Notice for Inspections of Installation**

Please give the Department of Parks at least a two (2) week notice of anticipated installation date. This period will allow for the Department of Parks to review flagging of tree locations and coordinate with tree installers on potential field issues. Trees that are improperly located and were not flagged out for Department of Parks approval may be relocated at the developer’s expense.

**Notice of Acceptance or Denial**

Parks will notify the developer of acceptance or denial within one (1) week of final inspection. Phases must be complete. If elements of the work are found to be out of compliance with this Street Tree Manual (species, quality, location, etc.) the developer will be notified of the deficiencies in writing. Bonds will not be released until all elements of the work are completed. Upon correction of deficiencies an additional inspection of the work will be required. Partial releases shall be considered if the original bond consists of fifty (50) or more trees. Additionally, entire blocks must be completed for a partial release. No less than 50% of the original bond will be released.

**Contact Information:**

Rodney H. Porter (Primary)  
Sr. Landscape Architect  
City of Charleston - Department of Parks  
823 Meeting Street  
Charleston, SC  29403  
porterr@charleston-sc.gov  
843.724.7322

F. Clark DeCiantis (Secondary)  
Deputy Director  
City of Charleston - Department of Parks  
823 Meeting Street  
Charleston, SC  29403  
deciantisf@charleston-sc.gov  
843.724.7148
Street Tree planting in a new Charleston development.
APPENDIX

Standard Details, Forms, Process Flow Charts, And Links

Street Tree Protection Barricade Detail
Street Tree Planting Detail
Street Tree Staking Detail
Cobblestone Tree Well Detail
Palm Tree and Tree Well Detail
Street Tree Well Detail
Street Tree Bank Analysis Flow Chart
Sample Street Tree Banking Analysis Form
Street Tree Bond Analysis Flow Chart
Sample Street Tree Bond Analysis Form
Street Tree Performance Bond Flow Chart
Sample Street Tree Bonding Agreement
Sample Warranty Agreement for Street Trees With Bond

Web Links

American Nursery & Landscape Association (ANLA)
https://www.americanhort.org/page/standards

International Society of Arboriculture
https://www.isa-arbor.com/

City of Charleston Urban Forestry Division
https://www.charleston-sc.gov/269/Urban-Forestry-Division

City of Charleston Street Tree Program
https://www.charleston-sc.gov/271/Street-Tree-Program
CROWN DRIP LINE OR OTHER LIMIT OF TREE PROTECTION AREA.  
SEE TREE PRESERVATION PLAN FOR FENCE ALIGNMENT.

TREE PROTECTION FENCE:  
HIGH DENSITY POLYETHYLENE  
FENCING WITH 3.5"X1.5" OPENINGS. COLOR = ORANGE.

1" DIA. METAL OR PVC CROSS RAIL SECURED TO POST THROUGH POST CAPS

1" DIA. METAL POST WITH CAPS AT 5' OC

EXISTING GRADE, MAINTAIN EXISTING GRADE WITH THE FENCE PROTECTION UNLESS OTHERWISE APPROVED

4" THICK LAYER OF DOUBLE GROUND PINE BARK MULCH

NOTES
1. SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
2. NO PRUNING SHALL BE PERFORMED WITHOUT SPECIFIC CONSULTATION AND APPROVAL BY THE CITY OF CHARLESTON DEPARTMENT OF PARKS. ALL PRUNING MUST BE PERFORMED BY A CERTIFIED ARBORIST.
3. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING FOR ANY REASON INCLUDING FENCE INSTALL
4. TREE BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF THE PROTECTED TREES AND/OR GRANTS TREES ACCORDING TO THE FOLLOWING STANDARDS:
   • FOR PROTECTED TREES 23" DIAMETER BREAST HEIGHT (DBH) OR LESS, PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF TEN FEET FROM THE BASE OF EACH PROTECTED TREE.
   • FOR PROTECTED TREES GREATER THAN 23" DBH AND GRANT TREES, PROTECTIVE BARRICADES SHALL PROVIDE A DIAMETER OF PROTECTION AROUND THE TREE EQUAL IN FEET TO THE DBH OF THE TREE (24" DBH TREE = 24" DIA. BARRICADE).
5. BARRICADES MAY BE ADJUSTED TO ADDRESS EXISTING TREE WELLS, SIDEWALKS, OR OTHER ITEMS. ADJUSTMENTS MUST BE MADE UPON STRICT REVIEW AND APPROVAL FROM THE DEPARTMENT OF PARKS.

STREET TREE PROTECTION BARRICADE

City of Charleston
Department of Parks
823 Meeting Street, Charleston, SC 29403

DRAWN BY: RHP
CHECKED: FCD

APPROVED
DIRECTOR

DATE:  
DETAIL NO.:  
PAGE No.: 1 OF 1
STRONG CENTRAL LEADER, NEVER TO BE CUT

REMOVE ANY BROKEN OR DEAD AND DISEASED LIMBS

TRUNK CALIPER SHALL MEET ANSI Z60 CURRENT EDITION FOR ROOT BALL SIZE

ROOT CROWN SHALL BE POSITIONED 2" – 4" ABOVE FINISH GRADE. ROOT BALL MODIFIED AS NEEDED

FINISH GRADE

LOOSENED PLANTING SOIL. DIG AND TURN SOIL TO REDUCE COMPACTION. MIX AS SPECIFIED

BOTTOM OF ROOT BALL RESTS ON EXISTING OR RECOMPACTED SOIL

3" LAYER OF ORGANIC BIODEGRADABLE MULCH. TAPER TO TRUNK. NO MORE THAN 1" MULCH ON ROOT BALL. NO MULCH SHALL TOUCH TREE TRUNK

SOIL BERM OF CLEAN SOIL FREE OF ROCKS AND ROAD DEBRIS 4"–6" MAX ABOVE ROOT BALL SURFACE CONSTRUCTED AROUND ROOT BALL AT PERIPHERY OF ROOT BALL

REMOVE TOP 1/3 OF BURLAP, AND ANY NAILS/PINS, ETC FROM B&B TREES

REMOVE ENTIRE WIRE BASKET. AT A MINIMUM REMOVE TOP 2/3 OF WIRE BASKET WHERE PRESENT

UNDISTURBED SOIL LINE, PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND ROOT BALL IN 6" LIFTS TO BRACE TREE. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL

SECTION VIEW

ALL TREES SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1)

FOR EXAMPLE: CALIPER      HEIGHT (RANGE)      MAX. HT. MIN. ROOT BALL DIA. MIN. ROOT BALL DEPTH

2"      12–14'          16'          24"          16"
3"      14–16'          18'          32"          21"

NOTES
1. ALL TREES ARE TO BE NURSERY GROWN, CONTAINER GROWN STOCK FOR PREFERRED FOR NARROW PLANTING WELLS AND VEGETATIVE STRIPS. BALL AND BURLAP (B&B) PREFERRED OTHERWISE.
2. REMOVE ALL TREATED OR PLASTIC–COATED BURLAP, STRAPPING, WIRE OR NYLON TWINE FROM ROOT BALL AND CANOPY. AFTER SETTING IN HOLE, CUT AWAY TOP 2/3 OF WIRE BASKET, IF PRESENT, AND TOP 1/3 OF BURLAP. FOLDING OF WIRE BASKET UNDER SOIL WILL NOT BE ACCEPTED.
3. SOAK PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.
4. INSTALL TOP OF PLANT BALL 2" ABOVE FINISH GRADE.
5. 4" SAUCER WILL BE OUTSIDE OF BACKFILL.
6. NO BACKFILL ALLOWED ON TOP OF ROOT BALL.
7. STAKING IS REQUIRED FOR ALL TREES.
8. CONTRACTOR SHALL REMOVE ALL STAKES, GUYING ETC. AT END OF WARRANTY PERIOD.
9. SEE SPECIFICATIONS FOR OTHER REQUIREMENTS.
10. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.
11. RE-SEED UNMULCHED, DISTURBED AREAS.
12. MULCH LAYER SHALL BE MAINTAINED DURING ENTIRE WARRANTY PERIOD AND REPLACED UPON NOTIFICATION BY THE DEPARTMENT OF PARKS.

TREE PLANTING DETAIL
TREE STAKING DETAIL - POST OPTION

PREVAILING WIND
RUBBER TREE TIES
LODGE POLE STAKES

PREVAILING WIND

REMOVE NURSERY STAKE. IF CENTRAL LEADER NEEDS TO BE STRAIGHTENED OR HELD ERECT, IT IS ACCEPTABLE TO ATTACH A 1/2" X 8' BAMBOO POLE TO THE CENTRAL LEADER AND TRUNK.

36" LONG NON-ABRASIVE RUBBER STRAPS

TWO (2) OR THREE (3) INCH LONG LODGE POLE STAKES. INSTALL APPROXIMATELY 2' AWAY FROM THE EDGE OF THE ROOT BALL. STAKE LOCATION SHALL NOT INTERFERE WITH PERMANENT BRANCHES.

6'-0"
2'-0"
NOTES
1. LOCATIONS AND SIZES OF TREE WELLS SHALL BE DETERMINED BY THE CITY OF CHARLESTON
   DEPARTMENT OF PARKS. SIZES AND LOCATIONS ARE DEPENDENT UPON SPECIES OF TREE, THE
   OF ADJACENT ARCHITECTURAL ELEMENTS, SIGHT LINES, AND A VARIETY OF OTHER FACTORS.
2. BRICK SHALL BE OLD CAROLINA BRICK. BRICK COLOR SHALL BE SAVANNAH GRAY.
3. MORTAR COLOR SHALL BE IVORY BUFF.
4. CONTRACTOR TO REMOVE, AT BACK OF CURB, CONCRETE GRANITE FOOTING AT NEW TREE WELL
   LOCATIONS.
5. COBBLESTONES SHALL BE 4"X4"X4" TUMBLED SMOOTH GRANITE, BUTTED EDGE TO EDGE ON 1’ BED
   OF GRANITE SCREENINGS, TOPPED WITH ADDITIONAL GRANITE SCREENINGS TO FILL VOIDS AND
   COMPACTED.
NOTES
1. 36" MINIMUM PAVED SIDEWALK AREA WILL BE REQUIRED AT ALL TREE WELLS.
2. CONTRACTOR TO COORDINATE PROPOSED TREE LOCATIONS W/ INSTALLATION OF CURBING SO NO JOINT INTERSECTS WITH TREE WELL.
3. TREE WELL SHALL RECEIVE PREMIUM SHREDDED BROWN PINE MULCH AT A DEPTH OF 3" MIN.
4. CROSS SLOPES SHALL NOT EXCEED 2% SLOPE ON ALL SIDEWALKS WITHIN R.O.W.
5. FULLY REMOVE ALL TREATED OR PLASTIC-COATED BURLAP, STRAPPING, WIRE OR NYLON TWINE FROM ROOT BALL AND CANOPY. FOLDING OF WIRE BASKET UNDER SOIL WILL NOT BE ACCEPTED.
6. SOAK PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.
7. INSTALL TOP OF PLANT BALL 1" BELOW FINISH GRADE.
8. 4" SAUCER WILL BE OUTSIDE OF BACKFILL.
9. NO BACKFILL ALLOWED ON TOP OF ROOT BALL.
10. STAKING IS NOT REQUIRED FOR PALMS BUT ENCOURAGED.
11. CONTRACTOR SHALL REMOVE ALL STAKES, GUING ETC. AT END OF WARRANTY PERIOD.
12. SEE SPECIFICATIONS FOR OTHER REQUIREMENTS.
13. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.
14. RE-SEED UNMULCHED, DISTURBED AREAS.
15. MULCH LAYER SHALL BE MAINTAINED DURING ENTIRE WARRANTY PERIOD AND REPLACED UPON NOTIFICATION BY THE DEPARTMENT OF PARKS.
GRANITE CURB (SEE CIVIL DRAWINGS FOR DETAIL) NO CONCRETE WILL BE ALLOWED AT BOC AT ALL TREE WELL LOCATIONS

BROOM FINISH CONCRETE SIDEWALK, REFER TO ASSOCIATED SITE PLANS & DETAILS

(2) 2" SHEETS EXTRUDED POLYSTYRENE OWENS CORNING FOAMULAR 15C OR EQUAL SURROUND ALL SIDES OF TREE WELLS MIN. 5', STAGGER ALL OVERLAPPING JOINTS

SLOPE 2% MAX.

COMPACTED ABC (95% SP)

95% COMPACTED SUBGRADE

SECTION

TREE PLANTER WITH TOPSOIL / PLANT MIX

NOTES
1. 36" MINIMUM PAVED SIDEWALK AREA WILL BE REQUIRED AT ALL TREE WELLS.
2. CONTRACTOR TO COORDINATE PROPOSED TREE LOCATIONS W/ INSTALLATION OF CURBING SO NO JOINT INTERSECTS WITH TREE WELL.
3. TREE WELL SHALL RECEIVE PREMIUM SHREDDED BROWN PINE MULCH AT A DEPTH OF 3" MIN.
4. CROSS SLOPES SHALL NOT EXCEED 2% SLOPE ON ALL SIDEWALKS WITHIN R.O.W.
5. FULLY REMOVE ALL TREATED OR PLASTIC-COATED BURLAP, STRAPPING, WIRE OR NYLON TWINE FROM ROOT BALL AND CANOPY. FOLDING OF WIRE BASKET UNDER SOIL WILL NOT BE ACCEPTED.
6. SOAK PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.
7. INSTALL TOP OF PLANT BALL 1" BELOW FINISH GRADE.
8. 4" SAUCER WILL BE OUTSIDE OF BACKFILL.
9. NO BACKFILL ALLOWED ON TOP OF ROOT BALL.
10. STAKING IS NOT REQUIRED FOR PALMS BUT ENCOURAGED.
11. CONTRACTOR SHALL REMOVE ALL STAKES, GUING ETC. AT END OF WARRANTY PERIOD.
12. SEE SPECIFICATIONS FOR OTHER REQUIREMENTS.
13. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.
14. RE-SEED UNMULCHED, DISTURBED AREAS.
15. MULCH LAYER SHALL BE MAINTAINED DURING ENTIRE WARRANTY PERIOD AND REPLACED UPON NOTIFICATION BY THE DEPARTMENT OF PARKS.
DEVELOPER SUBMITS:
1) COVER SHEET
   • NAME OF PROJECT
   • CONTACT PERSON AND CONTACT INFORMATION
   • DEVELOPER’S INFORMATION
2) ONE FULL SIZE STREET TREE PLANTING PLAN
   • LOCATION OF STREET TREES
   • LOCATION OF STREET LIGHTS
   • LOCATION OF SIDEWALK
   • LOCATION OF PROPERTY LINES
3) BOND ANALYSIS SHEET
   • LISTING BY SPECIES INCLUDING CALIPER & HEIGHT
   • UNIT PRICE FOR EACH TREE
   • COST FOR INSTALLATION
   • COST FOR WATERING
   • COST FOR STAKING AND MULCH
Name of Development
Name of Development Phase
Name of Development Contacts
Address of Development Contacts

Summary of Street Tree Banking for
Development X

(Title of Project)

Developer X will be submitting the tree banking for street trees for Development X, Phase X. The probable cost for these improvements is contained in the table below and would be the basis for bonding. Tree prices include installation costs. Watering prices are based on unit cost, per tree, per week for 52 weeks and given to us by X Landscape Company.

<table>
<thead>
<tr>
<th>Common Name of Tree</th>
<th>Quantity</th>
<th>Caliper</th>
<th>Height/Spread</th>
<th>Cost of Tree</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quercus Virginiana/Live Oak</td>
<td>32</td>
<td>2.5&quot;</td>
<td>14-16'</td>
<td>$400.00</td>
<td>$12,800.00</td>
</tr>
<tr>
<td>Quercus Shumardii/Shumard Oak</td>
<td>10</td>
<td>2.5&quot;</td>
<td>14-16'</td>
<td>$400.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Pine Straw Bales (1 Per Tree)</td>
<td>42</td>
<td></td>
<td></td>
<td>$6.00</td>
<td>$252.00</td>
</tr>
</tbody>
</table>

Installation of Trees and Gator Bags: $17,052.00

Watering for trees 2 times a week for 12 months ($5/tree/per week) $10,920.00

BANK TOTAL: $27,972.00

Bank Amount Approved By:

__________________________________________  Date: _________________________

Rodney H. Porter, PLA
Sr. Landscape Architect
City of Charleston, Department of Parks
DEVELOPER SUBMITS:
1) COVER SHEET
   • NAME OF PROJECT
   • CONTACT PERSON AND CONTACT INFORMATION
   • DEVELOPER’S INFORMATION
2) ONE FULL SIZE STREET TREE PLANTING PLAN
   • LOCATION OF STREET TREES
   • LOCATION OF STREET LIGHTS
   • LOCATION OF SIDEWALK
   • LOCATION OF PROPERTY LINES
3) BOND ANALYSIS SHEET
   • LISTING BY SPECIES INCLUDING CALIPER & HEIGHT
   • UNIT PRICE FOR EACH TREE
   • COST FOR INSTALLATION
   • COST FOR WATERING
   • COST FOR STAKING AND MULCH
Summary of Street Tree Performance Bond Analysis for
Development X

(Title of Project)

Developer X will be submitting the bond for street trees for Development X, Phase X. The probable cost for these improvements is contained in the table below and would be the basis for bonding. Tree prices include installation costs. Watering prices are based on unit cost, per tree, per week for 52 weeks.

<table>
<thead>
<tr>
<th>Common Name of Tree</th>
<th>Quantity</th>
<th>Caliper</th>
<th>Height/Spread</th>
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<td>Pine Straw Bales (1 Per Tree)</td>
<td>42</td>
<td></td>
<td></td>
<td>$6.00</td>
<td>$252.00</td>
</tr>
</tbody>
</table>

Installation of Trees and Gator Bags: $17,052.00

Watering for trees 2 times a week for 12 months ($5/tree/per week) $10,920.00

SUBTOTAL: $27,972.00

TOTAL BOND AMOUNT (150% OF SUBTOTAL): $41,958.00

Bond Amount Approved By:

__________________________________________ Date: _______________________

Rodney H. Porter, PLA
Sr. Landscape Architect
City of Charleston, Department of Parks
Street Tree Performance Bond Flow Chart

BOND AGREEMENT REQUIRED
(10 OR MORE STREET TREES)

BONDED STREET TREE ANALYSIS
SUBMITTED
DEPT. OF PARKS REVIEWS ANALYSIS AND
PROVIDES COMMENTS TO APPLICANT

APPLICANT NOTIFIED OF
INCOMPLETE STREET TREE ANALYSIS,
MAKES NECESSARY UPDATES, AND
RESUBMITS

DEPT. OF PARKS RETURNS
APPROVED ANALYSIS TO APPLICANT

APPLICANT SUBMITS BOND ANALYSIS,
AGREEMENT, AND INSTRUMENT TO DEPT. OF PARKS

PUBLIC SERVICE FORWARDS BOND
ANALYSIS, AGREEMENT, AND BONDING
INSTRUMENT TO BUDGET, FINANCE,
REVENUE, AND COLLECTIONS (BFRC)

LEGAL REVIEWS AND APPROVES
ONCE APPROVED LEGAL RETURNS
TO BFRC

FINAL PLAT RECORDED

CFO OR DEPUTY CFO SIGN
BOND AGREEMENTS

BFRC RETAINS BOND PACKAGE SIGNED
BOND AGREEMENT
SCANNED AND EMAILED TO PARKS
AND PUBLIC SERVICE

ENGINEERING PRINTS COPY OF SIGNED
BOND AGREEMENT AND ADDS TO
DEDICATION PACKAGE

DEPT. OF PARKS MANAGES BOND
ANALYSIS AND AGREEMENT
PARKS FORWARDS COPY OF SIGNED BOND
AGREEMENT TO APPLICANT FOR RECORDS

APPLICANT COMPLETES PROJECT
ALL STREET TREES INSTALLED PER REQUIREMENTS

APPLICANT NOTIFIES DEPT. OF PARKS
TO REQUEST A FORMAL STREET TREE
INSPECTION

DEPT. OF PARKS CONDUCTS STREET
TREE INSPECTION AND PROVIDES FEED-
BACK TO APPLICANT

APPLICANT MAKES CORRECTIONS
AND ADDRESSED CONCERNS

DEPT. OF PARKS REQUIRES WARRAN-
TY BOND DOCUMENTS TO BE SUB-
MITTED FOR REVIEW AND APPROVAL.
UPON APPROVAL DEPT. OF PARKS
NOTIFIES BFRC THAT THE PROJECT IS
COMPLETE AND REQUESTS PERFORMANCE BOND RELEASE

BOND AGREEMENT IS RENEWED
NEW BOND ANALYSIS, AND AGREEMENT
SUBMITTED, REVIEWED, AND APPROVED

AGREEMENT RENEWED UNTIL
PROJECT COMPLETED

PROJECT COMPLETED

BOND AGREEMENT NOT REQUIRED
(LESS THAN 10 TREES AT SITE AND/OR APPLICANT NOT
BONDING TREES)

ONE OF TWO OPTIONS OCCUR
APPLICANT DECISION

TREE BANK PROCESS
SEE FLOW CHART

TREE INSTALLED
BEFORE FINAL PLAT
APPROVAL
INSPECTIONS CONDUCTED BY
DEPT. OF PARKS AND TREES UNDER
WARRANTY

DEPT. OF PARKS SUBMITS
COPY OF EXECUTED BOND
ANALYSIS, AGREEMENT, AND
INSTRUMENT TO APPLICANT

DEPT. OF PARKS SUBMITS
ORIGINAL BOND ANALYSIS,
AGREEMENT, AND INSTRUMENT
TO BFRC.

BFRC RELEASES BOND
AGREEMENT, SENDS TO
ORIGINAL BOND
APPLICANT, AND NOTIFIES
DEPT. OF PARKS AND
ENGINEERING

PARKS
APPLICANT
ENGINEERING
LEGAL
BFRC
STATE OF SOUTH CAROLINA  )  STREET TREE BONDING AGREEMENT
COUNTY OF  Charleston  )

THIS STREET TREE BONDING AGREEMENT (this “Agreement”) made and entered
into this ___ day of _______________, 20__, by and between

______________________________________________________________, having
a mailing address of ____________________________________________,
(hereinafter the “Owner”), and THE CITY OF CHARLESTON, SOUTH CAROLINA
(hereinafter the “City”), in the state aforesaid.

WHEREAS, the Owner has submitted to the City a subdivision plat entitled
“______________________________________________________________”
dated ______________, 20__, prepared by ____________________________, and recorded in
the RMC Office for Charleston County in Plat Book _____, at Page ___ (hereinafter the “Plat”)
of the Owner’s project identified as __________________________

(thereinafter the “Project”); and

WHEREAS, as a condition of approval of the aforesaid Plat, the Owner has agreed to
post a bond or other adequate security in a form acceptable to the City for the completion of
certain street tree improvements required for the Project (hereinafter the “Bonded
Improvements”); and

NOW, THEREFORE, in consideration of the foregoing and of mutual promises
contained in this Agreement, the parties in this Agreement agree as follows:

1. As a condition of approval of the Plat by the City, the Owner hereby agrees to
obtain a Street Tree Bond in a form acceptable to the City for the benefit of the City (hereinafter
the “Street Tree Bond”). Said Street Tree Bond shall contain the following terms:

   a. The amount of the Street Tree Bond shall be ____________________________ Dollars and __/100 ($_______), which
      represents one and one-half (1½ ) times the estimate of the cost to construct the Bonded Improvements as shown on
      the Project construction drawings approved by the city engineer and as verified by an independent cost estimate for the
      construction of the Bonded Improvements prepared by ____________________________,
      attached hereto and incorporated by reference herein.

   b. The Owner shall authorize the City to draw against the Street Tree Bond upon
      presentation of a statement signed by an authorized officer of the City that the Owner
      has failed to construct the Bonded Improvements as approved on the
      construction drawings for the Project dated __________________, 20__, last
      revisions dated __________________, 20__, within 24 month(s) of the date of
      this Agreement.
2. Upon completion of the Bonded Improvements as shown on the Approved Construction Drawings for the Project, the Owner shall request that the same be inspected by the City. If the inspection by the City verifies that the Bonded Improvements have been completed in accordance with the approved Project construction drawings and the applicable regulations in effect as of the date of the approved construction drawings for the Project, the City shall send notice to the Owner that the conditions of the Street Tree Bond have been satisfied and the Street Tree Bond is to be released to the Owner. In the event the Bonded Improvements have not been properly completed in accordance with the approved Project construction drawings and the applicable regulations in effect as of the date of the approved construction drawings for the Project, the City shall immediately notify the Owner, in writing, specifying what items have not been completed pursuant to the approved Project construction drawings and/or the applicable regulations in effect as of the date of the approved construction drawings for the Project.

3. In the event that it is necessary for the City to complete the Bonded Improvements, the Owner hereby agrees to give the City access to the approved constructions drawings for the Project and to further authorize the City to draw against the Street Tree Bond in accordance with Section 1(b) herein. In such event, the Owner shall cause the Street Tree Bond to be extended by the Surety thereof, if necessary, in order to provide the City with sufficient time in which to construct the Bonded Improvements and draw against the Street Tree Bond in accordance with Section 1(b) herein.

4. Notwithstanding the foregoing, the City reserves the right to issue a stop-work order for the Project and/or withhold the issuance of any certificate of occupancy in the event the Owner has failed to complete the Bonded Improvements in accordance with the terms of this Agreement or extend this Street Tree Bond in accordance with Section 3 herein.

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

WITNESSES:

Witness #1

Witness #2

WITNESSES:

Witness #1

Witness #2

OWNER

Name:

Date:

CITY OF CHARLESTON

By: ________________________

Its: ________________________

Date: ________________________
Street Tree Warranty Bond Flow Chart

1. APPLICANT NOTIFIES DEPT. OF PARKS TO REQUEST A FORMAL TREE INSPECTION TO PLACE STREET TREES INTO WARRANTY

2. DEPT. OF PARKS CONDUCTS STREET TREE INSPECTION AND PROVIDES FEEDBACK TO APPLICANT

   - APPROVED (A)
   - DISAPPROVED (D)

3. DEPT. OF PARKS REQUESTS WARRANTY AGREEMENT FOR STREET TREES WITH BOND AND BONDING INSTRUMENT

4. APPLICANT SUBMITS TO DEPT. OF PARKS WARRANTY AGREEMENT FOR STREET TREES WITH BOND AND ORIGINAL BOND INSTRUMENT

5. DEPT. OF PARKS SIGNS WARRANTY AGREEMENT AND SUBMITS ORIGINAL BOND INSTRUMENT, AGREEMENT, AND REQUEST FOR STREET TREE PERFORMANCE BOND RELEASE TO BFRC. PARKS RETAINS COPIES OF WARRANTY BOND MATERIAL

6. STRENGTH TREES MAINTAINED IN GROUND FOR A MINIMUM PERIOD OF 1 YEAR (2 FOR PALM TREES) FROM INITIAL PERFORMANCE APPROVAL.

7. APPLICANT NOTIFIES DEPT. OF PARKS TO REQUEST A FORMAL STREET TREE INSPECTION

8. DEPT. OF PARKS CONDUCTS STREET TREE INSPECTION AND PROVIDES FEEDBACK TO APPLICANT

   - APPROVED (A)
   - DISAPPROVED (D)

9. APPLICANT NOTIFIED OF INCOMPLETE STREET TREE INSPECTION, MAKES NECESSARY UPDATES, AND NOTIFIES DEPT. OF PARKS

10. PARKS NOTIFIES BFRC THE PROJECT OBLIGATIONS ARE COMPLETE AND REQUESTS BOND RELEASE FROM BFRC

11. BOND RELEASED

12. BFRC RELEASES BOND AGREEMENT, SENDS TO ORIGINAL BOND APPLICANT, AND NOTIFIES DEPT. OF PARKS AND ENGINEERING
STATE OF SOUTH CAROLINA   )  WARRANTY  
COUNTY OF ________________ ) AGREEMENT FOR STREET  
 ) TREES WITH BOND

This Warranty Agreement is made and entered into this ____ day of
______________20__, by and between the City of Charleston, a municipal corporation
organized under the laws of the State of South Carolina (hereinafter referred to as “the
City”), and ______________________________________________________ (hereinafter
referred to as “Developer”) with its principal place of business being

WHEREAS, Developer has undertaken to make certain street tree improvements
by planting street trees (hereinafter referred to as the “Improvements”) in and for
Development, Improvements more particularly shown on the street tree and lighting plan
for
prepared by ________________________________, dated ____ day of ____________, 20__ (hereinafter referred to as “Street Tree Plan”); and

WHEREAS, Developer wishes to have the above said Improvements dedicated to
the public and accepted by the City for maintenance. These Improvements have been built
in accordance with the City’s Street Tree Manual, as amended from time to time, and a
condition of the City accepting the Improvements for maintenance is that the Developer
agrees to assume warranty responsibility for these Improvements for a period of ____ years
from the date of acceptance by the City; and

WHEREAS, the City has inspected the Improvements, has approved the Street
Tree Plan, and has accepted the public Improvements as shown on the approved Street Tree
Plan.

NOW THEREFORE, for and in consideration of having the Improvements
accepted by the City, and for other good and sufficient consideration, the receipt of which
is hereby acknowledged by the parties hereto, Developer enters into this Agreement with
the City, guaranteeing that Developer shall comply with the following requirements
regarding the Improvements as follows:

1. Developer warrants that it shall, for a period of ____ years from the date of the
acceptance of the above-referenced Improvements by City Council (hereinafter
referred to as the “Warranty Period”):

   A. Take every reasonable precaution to protect the Improvements from damage by the
      elements or from any cause whatsoever at no cost to the City, and;

   B. Remove and replace all street trees determined by the City to be diseased, dead,
      dying or otherwise not in conformance with the City’s Street Tree Manual which are
      or should be discovered during the Warranty Period even if the City performs
repairs, maintenance, removal, and/or replacement due to the defect or defects before the expiration of the ____ year Warranty Period, in which case the Developer shall reimburse the City for its costs incurred therefore and;

C. Provide and maintain suitable barricades for the Improvements wherever necessary, and;

D. Save and hold harmless the City, its officers, agents and employees from any and all claims for damage to persons or property or death, including legal fees and costs associated therewith, sustained as a result of any defect or defects in the Improvements or lack of maintenance thereof or any negligent act or omission by the Developer, its employees, agents, contractors and subcontractors arising out of this Warranty Agreement, and;

E. Save and hold harmless the City, its officers, agents and employees from any and all claims for damage to persons or property or death, including legal fees and costs associated therewith, occurring during any Developer repairs, maintenance, removal, and/or replacement of the Improvements, and;

F. Developer shall not be responsible for damages to the Improvements caused by utilities or others.

2. If in the sole judgment of the City or its designee, repairs, maintenance, removal, and/or replacement to the above-referenced Improvements become necessary at any time during the Warranty Period or after the Warranty Period if the defect or defects are discovered within the expiration of the ____ year Warranty Period, said repairs, maintenance, removal, and/or replacement shall be made by the Developer at the Developer’s expense upon written notice from the City or its designee. Developer shall take out and remove all inferior or defective Improvements and replace the same with good and acceptable trees approved by the City as necessary to bring the Improvements into compliance with the certified Street Tree Plans and the Street Tree Manual following final inspection and preceding the commencement of the ____ year Warranty Period. Failure to remedy any defect in the Improvements as requested by the City or its designee shall extend the Warranty Period until such repairs are completed and accepted by the City. If the City elects to make such repairs, the Developer shall reimburse the City for all expenses associated with such repairs no later than thirty (30) days from demand for reimbursement from the City. Repaired and/or removed and replaced Improvements shall be warranted for a period of ____ years from the date of City’s acceptance of the repair and/or removal and replacement of the Improvement(s).

3. If during the ____ year Warranty Period, the City or its designee determines that any of the Improvements, need emergency repairs, maintenance, removal, and/or replacement in order to comply with federal, state or local regulations, or if the City or its designee determines that any Improvements require emergency repairs, maintenance, removal, and/or replacement in order to protect the public health, safety or welfare, then the City or its designee may demand in writing of Developer that such repairs, maintenance, removal, and/or replacement or maintenance be completed within fifteen (15) calendar
days from receipt of such demand notice from the City. Should the Developer fail to complete such repairs, maintenance, removal, and/or replacement of such Improvements within fifteen (15) calendar days of receipt of such demand notice from the City, then the City may perform such emergency repairs, maintenance, removal, and/or replacement to the Improvements and Developer shall be responsible for the costs of any such repairs, maintenance, removal, and/or replacement to the Improvements performed by the City and shall reimburse the City for all expenses associated with such repairs, maintenance, removal, and/or replacement no later than thirty (30) days from receipt of a demand for reimbursement from the City.

4. As a condition of this Agreement, the Developer shall provide a bond, attached hereto and incorporated herein as Exhibit A, in a form acceptable to the City for the benefit of the City (hereinafter the “Warranty Bond”). The Warranty Bond shall contain the following terms:

A. The amount of the Warranty Bond shall be _______ Dollars and ___/100 ($0.00 ______), which represents ten percent (10%) of the cost of the constructed Improvements as shown on the Street Tree Plan approved by the City and as verified by an independent cost estimate for the Bonded Improvements prepared by ________________, attached hereto and incorporated by reference herein as Exhibit B. The Warranty Bond shall either be provided by a reputable Federal Treasury Department approved bonding company with at least a rating of A minus or in a form acceptable by the City.

B. The Developer shall authorize the City to draw against the Warranty Bond upon presentation of a statement signed by an authorized officer of the City that the Developer has failed to maintain or repair the Improvements as required under this Agreement.

C. In the event the City performs maintenance or repairs to the Improvements, the Developer hereby agrees to give the City access to the approved Street Tree Plans for the Project and to draw against the Warranty Bond to pay for the necessary repair, maintenance, removal, and/or replacement to the Improvements. If necessary, the Developer shall cause the Warranty Bond to be extended by the Surety of the Warranty Bond, in order to provide the Surety or the City with sufficient time in which to complete the repairs, maintenance, removal, and/or replacement to the Improvements and draw against the Warranty Bond to pay for such repairs, maintenance, removal, and/or replacement in accordance with this Agreement.

5. During the Warranty Period should the cost of the repairs, maintenance, removal, and/or replacement to the Improvements exceed the Warranty Bond, the City may proceed with the repair, maintenance, removal, and/or replacement of the Improvements and subsequently demand such costs in excess of the Warranty Bond be paid by the Developer. Should Developer not pay such costs within thirty (30) calendar days of the City’s written demand therefor, the City shall be entitled to recover such costs from the Developer, including attorney’s fees and costs, in a court of competent
jurisdiction in Charleston County, South Carolina.

6. The parties hereto shall execute the original agreement with all attached original exhibits.

7. Developer agrees that during the Warranty Period, Developer shall advise the City in writing of any change in its address, contact information or corporate status.

8. Developer assures that it is financially stable, solvent and is fiscally capable of completing any repairs, maintenance, removal, replacement and/or other work to the Improvements that may become necessary pursuant to the terms of this Warranty Agreement.

IN WITNESS WHEREOF, the City of Charleston, South Carolina, and Developer have hereunto set their respective hands and seals the day and year hereinafter set forth.

I, _________________________________, hereby certify that all Improvements being dedicated to the City has been installed in accordance with the Street Tree Manual as approved by the City of Charleston.

WITNESSES: 

DEVELOPER / OWNER

Witness #1
Name

Date: _______________

Witness #2

CITY OF CHARLESTON

Witness #1
By: _______________________
Its: _______________________
Date: _______________

Witness #2
PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, May 25, 2021 beginning at 5:00 p.m. at James Island Recreation Center, 1088 Quail Drive, and via Conference Call #1-929-205-6099, Access Code 912 096 416, on the request that the Zoning Ordinance of the City of Charleston be changed in the below respects. The public may participate by signing-up to speak in person at the meeting or by using one of the following virtual options:

Requests to speak at the meeting virtually and comments must be received by 12:00 p.m., Monday, May 24th:

1. Request to speak (via Zoom or telephone) or leave a comment for City Council via voice mail at 843-579-6313. If requesting to speak, please provide your name and telephone number;
2. Request to speak (via Zoom or telephone) or leave a comment for City Council by completing the form at http://innovate.charleston-sc.gov/comments/
3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

Rezonings
1. To rezone 2012 Meeting Street Road (Peninsula) (Approx. 0.32 acre) (TMS # 466-16-00-012) from General Business (GB) classification to Light Industrial (LI) classification.

Zonings
1. Floyds Drive (West Ashley) (Approx. 0.22 acre) (TMS number to be assigned) a portion of previously unzoned right-of-way be zoned to General Business (GB).
2. 1908 2nd Drive (St Andrews Heights – West Ashley) (Approx. 0.20 acre) (TMS # 350-05-00-006) Single-Family Residential (SR-2).
4. 3919 Savannah Highway (Red Top – West Ashley) (Approx. 1.83 acres) (TMS # 285-00-00-205) General Business (GB).

JENNIFER COOK
Clerk of Council

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 schumachej@charleston-sc.gov three business days prior to the meeting.
APPROVAL OF MINUTES

Approval of minutes from the Special Planning Commission Meeting held on June 10, 2020; and the minutes from regular Planning Commission meetings held on September 16, 2020; November 18, 2020 and January 20, 2021.

Motion: APPROVAL

<table>
<thead>
<tr>
<th>1st: JACOBS</th>
<th>2nd: LESESNE</th>
<th>(7-0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jimmy Bailey</td>
<td>ABSENT</td>
<td>Charlie Karesh</td>
</tr>
<tr>
<td>Erika V. Harrison</td>
<td>FAVOR</td>
<td>Sunday Lempesis</td>
</tr>
<tr>
<td>Donna Jacobs</td>
<td>FAVOR</td>
<td>Harry Lesesne</td>
</tr>
<tr>
<td>Angie Johnson</td>
<td>ABSENT</td>
<td>Chaun Pflug</td>
</tr>
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</table>

REZONINGS

1. 2012 Meeting Street Rd (Peninsula) TMS # 4661600012 – approx. 0.32 acre. Request rezoning of subject property from General Business (GB) classification to Light Industrial (LI) classification.

Motion: APPROVAL

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2. 1780 Bevis Dr (Pierpont – West Ashley) TMS # 3530200068 – approx. 0.297 acre. Request reasoning of subject property from Limited Business (LB) classification to Diverse Residential (DR-2F) classification.

Owner: Sherman and Barbara Cohn
Applicant: Barry Cohn

deferred
REZONING AND PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT

1. Sheppard Street PUD (Cannonborough-Elliottborough - Peninsula) TMS # 4600404074, 078, 079, 080, 086 & a portion of previous Saint Philip Street right-of-way - approx. 1.453 acre. Request rezoning of 84 Sheppard Street (TMS # 4600404079) approximately 0.067 acre, from General Business (GB) classification to Planned Unit Development (Sheppard Street PUD) classification and to amend the Sheppard Street PUD development guidelines to allow up to an aggregate of three (3) accommodations use units on 84 and 86 Sheppard Street.

   Owners: Al Thaddeus Thompson, Titus Sherod Thompson and Asia Rachal Thompson; Sheppard Parking LLC; King and Sheppard Partners, LLC; Lowcountry Marketing Group, LLC

   Applicant: Titus Thompson

SUBDIVISION

1. Sanders Rd (Rhodes Crossing - West Ashley) a portion of TMS # 2860000001 - approx. 22.377 acres. 57 attached townhome lots. Request subdivision concept plan approval. Zoned Diverse Residential (DR-9).

   Owner: Bear Island, LLC 2

   Applicant: Thomas & Hutton

ZONINGS

1. Floyd Dr (West Ashley) TMS # to be assigned - approx. 0.22 acres. Request that a portion of previously unzoned right-of-way be zoned to General Business (GB).

   Owner: Harpers Place LLC

Motion: APPROVAL

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2. 1908 2nd Dr (St Andrews Heights – West Ashley) TMS # 3500500006 – approx. 0.20 acre. Request zoning of Single-Family Residential (SR-2). Zoned Dupont-Wappoo Overlay District (OD_DUWAP) in Charleston County. 
   Owner: John H and John J Tecklenburg

Motion: APPROVAL

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   Owner: Robert A Limehouse, IV

Motion: APPROVAL

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4. 3919 Savannah Hwy (Red Top – West Ashley) TMS # 2850000205 – approx. 1.83 ac. Request zoning of General Business (GB). Zoned Community Commercial (CC) in Charleston County. 
   Owner: Lillie and Carl Smalls

Motion: APPROVAL

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AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2012 MEETING STREET ROAD (PENINSULA) (APPROXIMATELY 0.32 ACRE) (TMS #466-16-00-012) (COUNCIL DISTRICT 4), BE REZONED FROM GENERAL BUSINESS (GB) CLASSIFICATION TO LIGHT INDUSTRIAL (LI) CLASSIFICATION. THE PROPERTY IS OWNED BY MYRON H. HERRON.

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 General Business (GB) classification to Light Industrial (LI) classification.

Section 2. The property to be rezoned is described as follows.
2012 Meeting Street Road (Peninsula) (approximately 0.32 acre) (TMS #466-16-00-012)

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
REZONING 1
2012 Meeting Street Rd (Peninsula)
TMS # 4661600012
approx. 0.32 acre.
Request rezoning of subject property from General Business (GB) classification to Light Industrial (LI) classification.

Owner: Myron H. Herron
Applicant: Tupper Builders, Inc.
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1908 2ND DRIVE (WEST ASHLEY) (APPROXIMATELY 0.20 ACRE) (TMS #350-05-00-006) (COUNCIL DISTRICT 7), ANNEXED INTO THE CITY OF CHARLESTON APRIL 13, 2021 (#2021-054), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION. THE PROPERTY IS OWNED BY JOHN H. AND JOHN J. TECKLENBURG.

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:

1908 2nd Drive (West Ashley) (approximately 0.20 acre) (TMS #350-05-00-006)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-2) 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 2
1908 2nd Dr (St Andrews Heights – West Ashley)

TMS # 3500500006

approx. 0.20 acre.

Request zoning of Single-Family Residential (SR-2).
Zoned Dupont-Wappoo Overlay District (OD_DUWAP)
in Charleston County.

Owner: John H and John J Tecklenburg
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 738 SAINT ANDREWS BOULEVARD (WEST ASHLEY) (APPROXIMATELY 0.26 ACRE) (TMS #418-15-00-081) (COUNCIL DISTRICT 3), ANNEXED INTO THE CITY OF CHARLESTON APRIL 13, 2021 (#2021-053), BE ZONED GENERAL OFFICE (GO) CLASSIFICATION. THE PROPERTY IS OWNED BY ROBERT A. LIMEHOUSE, IV.

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:

738 Saint Andrews Boulevard (West Ashley) (approximately 0.26 acre) (TMS #418-15-00-081)

Section 2. That the said parcel of land described above shall be zoned General Office (GO) 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 3
738 Saint Andrews Blvd (Avondale – West Ashley)
TMS # 4181500081
approx.. 0.26 acre.

Request zoning of General Office (GO).
Zoned St Andrews Overlay District (OD_STA)
in Charleston County.

Owner: Robert A Limehouse, IV
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 3919 SAVANNAH HIGHWAY (WEST ASHLEY) (APPROXIMATELY 1.83 ACRES) (TMS #285-00-00-205) (COUNCIL DISTRICT 5), ANNEXED INTO THE CITY OF CHARLESTON APRIL 27, 2021 (#2021-058), BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION. THE PROPERTY IS OWNED BY LILLIE AND CARL SMALLS.

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:

3919 Savannah Highway (West Ashley) (approximately 1.83 acres) (TMS #285-00-00-205)

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 4
3919 Savannah Hwy (Red Top - West Ashley)
TMS # 2850000205
approx. 1.83 ac.

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

Owner: Lillie and Carl Smalls
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT A PORTION OF FLOYD DRIVE (WEST ASHLEY) (APPROXIMATELY 0.22 ACRE) (PREVIOUSLY UNZONED RIGHT-OF-WAY) (COUNCIL DISTRICT 5), BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION. THE PROPERTY IS OWNED BY CITY OF CHARLESTON.

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:

A portion of Floyd Drive (West Ashley) (approximately 0.22 acre) (previously unzoned right-of-way)

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 1
Floyd Dr (West Ashley)
TMS # to be assigned
approx. 0.22 acres.

Request that a portion of previously unzoned right-of-way be zoned to General Business (GB).

Owner: Harpers Place LLC
MEMORANDUM

TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor
DATE: May 25, 2021
RE: Minority and Women Business Enterprise Advisory Board

The Minority and Women Business Enterprise Advisory Committee shall consist of at least 7 but no more than 11 individuals, representing minority business owners, lenders, government agencies, advocacy organizations, and critical stakeholders that represent the business interests of minority owned businesses. Committee members shall serve a two-year term. The purpose of the advisory committee is to provide recommendations to the Minority Business Enterprise Manager to support the goals and objectives of that office such as development strategies, policies, and operational procedures for the City of Charleston.

I am recommending the following 6 individuals for appointment to the Minority and Women Business Enterprise Advisory Board.

The following are my recommendations for the Minority and Women Business Enterprise Advisory Board:

- Sam Skardon – Reappointment – term expires 2/28/2023
- Marcella Brucellia – Reappointment – term expires 2/28/2022
- Karen Wright-Chisolm – Reappointment – term expires 2/28/2022
- Kimberly Gaillard – New Appointment – term expires 2/28/2023
- Reba Martin – New Appointment – term expires 2/28/2023
- Holly Chesser – New Appointment – term expires 2/28/2022
- Nilsy Rapalo – New Appointment – term expires 2/28/2022
City of Charleston

JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor
DATE: May 25, 2021
RE: Health & Wellness Advisory Committee

The City of Charleston Health & Wellness Advisory Committee shall make recommendations and advise city council and staff on all community health and wellness issues; Increase public awareness of community health and wellness issues; Educate citizens on healthy lifestyle choices including, but not limited to: nutrition, physical activity, and safety; Provide recommendations for a healthy environment to combat childhood and adult obesity; Provide recommendations for creating and promoting healthy workplaces in the community; and, Make recommendations on City Partnerships with private and public organizations to create, support, and encourage community programs and activities benefiting health and wellness.

The terms for institutional representatives shall be two (2) years. The term for categorical representatives and experts shall be three (3) years with the exception of city council members who shall serve for one (1) year. No member shall serve more than two (2) consecutive terms. Members of the committee filling a vacancy shall serve for the balance of the unexpired term.

The following are my recommendations for the Health & Wellness Advisory Committee:

- Quenton Tompkins – New Appointment – Medical University of South Carolina – term expires 2/28/2023
- Katherine Richardson, MD – New Appointment – SC DHEC – term expires 2/28/2023
- Anne L. Andrews, MD – New Appointment – Charleston County Medical Society – term expires 2/28/2023
- Kevin Shealy – Reappointment – City Council member – term expires 2/28/2022
- Mike Seekings – Reappointment – City Council member – term expires 2/28/2022
A RESOLUTION

EXPRESSING THE INTENTION TO ESTABLISH A JOHNS ISLAND MUNICIPAL IMPROVEMENT DISTRICT; AUTHORIZING STAFF TO PREPARE AN IMPROVEMENT PLAN; AND OTHER MATTERS RELATED THERETO

WHEREAS, The City of Charleston (the “City”) is an incorporated municipality located in State of South Carolina (the “State”), and as such possesses all powers granted to municipalities by the Constitution and general laws of the State;

WHEREAS, Pursuant to Title 5, Chapter 37, Code of Laws of South Carolina, 1976, as amended (the “Act”), governing bodies of municipalities of the State are authorized to acquire, own, construct, establish, install, enlarge, improve, expand, operate, maintain and repair, and sell, lease and otherwise dispose of any improvement and to finance such acquisition, construction, establishment, installation, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments in accordance with the Act, by special district bonds, by general obligation bonds of the municipality, by revenue bonds of the municipality, or from general revenues from any source not restricted from such use by law, or by any combination of such funding sources.

WHEREAS, The City is now minded to establish an improvement district pursuant to the Act, to be known as the “Johns Island Municipal Improvement District” in order to provide moneys through assessments to fund public infrastructure improvements within the area such as: road construction and transportation infrastructure; parks and recreation, including land and construction; drainage infrastructure and solutions, including easements within the area.

WHEREAS, Pursuant to Section 5-37-50 of the Act, the City may adopt a resolution describing a municipal improvement district and improvement plan, including property within the municipal improvement district to be improved, the projected time schedule for the accomplishment of the improvement plan, the estimated cost and amount of the cost to be derived from assessments, bonds, or other general funds, together with the proposed basis and rates of assessments to be imposed within the improvement district and establishing the time and place of a public hearing to be held by the City related to the municipal improvement district.

WHEREAS, City Council of the City (“City Council”) is now minded to instruct City staff to prepare the improvement plan for the Johns Island Municipal Improvement District which is to be
presented at a future meeting of City Council at which time City Council may adopt the resolution described in Section 5-37-50 of the Act, including calling for a public hearing on the establishment of the Johns Island Municipal Improvement District.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CHARLESTON, IN CITY COUNCIL ASSEMBLED THAT:

SECTION 1. City Council confirms all the findings of fact contained in the recitals of this Resolution.

SECTION 2. City Council authorizes City staff to prepare the improvement plan for the Johns Island Municipal Improvement District so that it may be reviewed and considered by City Council at a future meeting thereof.

SECTION 3. Prior to approving the establishment of the Johns Island Municipal Improvement District through the adoption of an ordinance, the City shall conduct a public hearing thereon after publishing notices thereof in The Post and Courier in a form and process required by law.

RESOLVED this _____ day of May 2021.

________________________________________
John J. Tecklenburg
Mayor

ATTEST:

________________________________________
Jennifer Cook
Clerk of Council
STATE OF SOUTH CAROLINA  
)  
)  
COUNTY OF CHARLESTON  
)  
TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CALATLANTIC GROUP, INC., ("Grantor") in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), to Grantor in hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, all that property more particularly described on Exhibit A, attached hereto and incorporated herein by reference, which is granted, bargained, sold and released for the use of the public forever.

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 Grantor and Grantor’s heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said CITY OF CHARLESTON, its successors and assigns, against Grantor and Grantor’s heirs, successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS Grantor’s Hand and Seal this _____ day of __________________, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

______________________________
Witness #1
Print Name: ______________________

______________________________
Witness #2
Print Name: ______________________

GRANTOR:
CALATLANTIC GROUP, INC.

By: ______________________________
Print Name: Gabe Ebner
Its: Vice President of Land Development

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me (the undersigned notary) by Gabe Ebner, the Vice President of Land Development for CalAtlantic Group, Inc., a Delaware corporation, on the _____ day of __________________, 2021, on behalf of the said Grantor.

Signature of Notary: ______________________________

Print Name of Notary: ______________________________

Notary Public for South Carolina
My Commission Expires: ______________________________

SEAL OF NOTARY

[REMAINDER OF PAGE LEFT BLANK]
EXHIBIT A

[LEGAL DESCRIPTION]

All of the property underneath, above, and containing that certain right-of-way shown and designated as “BARONS DRIVE (60’ PUBLIC R/W),” being more fully shown on that certain plat entitled, “FINAL PLAT SHOWING THE SUBDIVISION OF WEST R-2B TRACT TMS NO. 301-00-00-696 (72.829 AC) TO CREATE BARONS DRIVE (2.336 AC), H.O.A. AREAS (3.894 AC), AND RESIDUAL WEST R-2B TRACT (66.599 AC), PROPERTY OF CALATLANTIC GROUP, INC., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” by Richard D. Lacey (SCPLS No. 16120), dated September 14, 2020, revised as shown thereon, and recorded on ________________, 2021, in Plat Book _____ at Pages _____ through _____ in the ROD Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

This being a portion of the property conveyed to CalAtlantic Group, Inc. by deed of Grand Bees Development, LLC, dated April 12, 2017, and recorded April 18, 2017, in Deed Book 0631 at Page 473 in the Register of Deeds Office for Charleston County, South Carolina.

Being a portion of TMS No. 301-00-00-396
STATE OF SOUTH CAROLINA  )  EXCLUSIVE STORM
 )  WATER DRAINAGE
 )  EASEMENTS
COUNTY OF CHARLESTON    )  CITY OF CHARLESTON

This Agreement is made and entered into this ___ day of __________, 2021, by and
between the CITY OF CHARLESTON, a South Carolina municipality (herein the “City”), and
CALATLANTIC GROUP, INC. (herein the “Owner”).

WHEREAS, the City is desirous of maintaining storm water drainage pipes and appurtenances
(“Storm Water System”) across a portion of property identified by and designated as Charleston
County TMS No. 301-00-00-696 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 the City 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 drainage easements more particularly described on Exhibit A,
attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said
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 the City’s 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:          CITY OF CHARLESTON

Witness #1
Print Name: ____________________________

By: Matthew Fountain
Its: Director of Stormwater Management

Witness #2
Print Name: ____________________________

STATE OF SOUTH CAROLINA  )  ACKNOWLEDGEMENT

COUNTY OF CHARLESTON    )

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this ______ day of ________________, 2021, on behalf of the said municipality.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, CAL ATLANTIC GROUP, INC., has set its Hand and Seal the
day and year first above written.

WITNESSES: ________________________________
Witness #1
Print Name: ________________________________

By: ________________________________
Print Name: Gabe Ebner
Its: Vice President of Land Development

Witness #2
Print Name: ________________________________

STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON  )

The foregoing instrument was acknowledged before me (the undersigned notary) by Gabe
Ebner, the Vice President of Land Development of CalAtlantic Group, Inc., a Delaware
corporation, on this ______ day of __________________, 2021, on behalf of CalAtlantic Group,
Inc.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[DESCRIPTION OF DRAINAGE EASEMENTS]

All those certain drainage easements of various widths being shown and labeled “COC DE,” or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, “FINAL PLAT SHOWING THE SUBDIVISION OF WEST R-2B TRACT TMS NO. 301-00-00-696 (72.829 AC) TO CREATE BARONS DRIVE (2.336 AC), H.O.A. AREAS (3.894 AC), AND RESIDUAL WEST R-2B TRACT (66.599 AC), PROPERTY OF CALATLANTIC GROUP, INC., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” by Richard D. Lacey (SCPLS No. 16120), dated September 14, 2020, revised as shown thereon, and recorded on ________________, 2021, in Plat Book _____ at Pages ___ through ____ in the ROD Office for Charleston County, South Carolina, said drainage easements buttin and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, buttins, and boundings as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA )
) TITLE TO REAL ESTATE
COUNTY OF BERKELEY )

KNOW ALL MEN BY THESE PRESENTS, that PARCEL R PHASE I DEVELOPMENT COMPANY, LLC ("Grantor") in the state aforesaid, for an 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, that certain property described on Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which is granted, bargained, sold and released for the use of the public forever.

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

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise 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, its successors and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS the Grantor’s Hand and Seal this _____ day of ___________________, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

______________________________
Witness #1
Print Name: _____________________

______________________________
Witness #2
Print Name: _____________________

Parcel R Phase I Development Company, LLC
By: EW Daniel Island Investor, LLC
Its: Manager

______________________________
By: _____________________________
Print Name: _____________________
Its: _____________________________

STATE OF SOUTH CAROLINA )
COUNTY OF BERKELEY )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by __________________________, the __________________________ of EW Daniel Island Investor, LLC, the Manager of Parcel R Phase I Development Company, LLC, a Delaware limited liability company, on the _____ day of ___________________, 2021.

Signature of Notary: __________________________
Print Name of Notary: __________________________
Notary Public for South Carolina
My Commission Expires: __________________________

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

All that certain property underneath, above, and containing those certain rights-of-way situate, lying, and being in the City of Charleston, Berkeley County, South Carolina, shown and designated as “HELMSMAN STREET,” “SPARTINA LANE,” “LONGSHORE STREET,” and “WATERMAN STREET,” as more particularly shown and delineated on that certain plat entitled, “FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL R-O-X CONTAINING 5.94 Ac. AND PROPERTY LINE ADJUSTMENT BETWEEN R-9, RESIDUAL (26.32 Ac.) PARCEL R, BLOCK O, LOT 1 (3.87 Ac.) TO CREATE PARCEL R, BLOCK O, LOTS 2 THROUGH 7 & PARCELS R-9 RESIDUAL (26.30 Ac.) & BLOCK O, LOT 1 (3.89 Ac.) CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, prepared for and owned by PARCEL R PHASE 1 DEVELOPMENT COMPANY, LLC,” by Phillip P. Gerard (SCPLS No. 26596), dated March 17, 2020, last revised ________________, and recorded ________________ as Instrument No. ________________ through ________________ in the ROD Office for Berkeley County, South Carolina (the “Plat”), said property butting and bounding, measuring and containing, and having such courses and distances as are shown on the Plat, reference to which is had for a full and complete description, being all of the said dimensions, a little more or a little less.

Being a portion of the same property conveyed to Parcel R Phase 1 Development Company, LLC by deed of B/S Parcel R, LLC, dated June 27, 2019, and recorded June 28, 2019, in Deed Book 3063 at Page 623 in the ROD Office for Berkeley County, South Carolina.

Formerly a portion of TMS No. 275-00-00-306

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA  )  EXCLUSIVE STORM
                          )  WATER DRAINAGE
                          )  EASEMENTS
COUNTY OF BERKELEY     )  CITY OF CHARLESTON

This Agreement is made and entered into this ___ day of ______________, 2021, 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 PARCEL R PHASE I DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (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 275-00-00-306 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 the City 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 drainage easements more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said 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 the City’s 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:                     CITY OF CHARLESTON

Witness #1
Print Name: ____________________

By: Matthew Fountain
Its: Director of Stormwater Management

Witness #2
Print Name: ____________________

STATE OF SOUTH CAROLINA    )
COUNTY OF CHARLESTON       )

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this _____ day of ________________, 2021, on behalf of the municipality.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, Parcel R Phase I Development Company, LLC, has set its Hand and Seal the day and year first above written.

WITNESSES:

Witness #1
Print Name: ____________________________

Witness #2
Print Name: ____________________________

PARCEL R PHASE I DEVELOPMENT COMPANY, LLC

By: EW Daniel Island Investor, LLC
Its: Manager

By: ____________________________
Print Name: ____________________________
Its: ____________________________

STATE OF SOUTH CAROLINA
)
)
ACKNOWLEDGEMENT

COUNTY OF BERKELEY
)

The foregoing instrument was acknowledged before me (the undersigned notary) by ____________________________, the ____________________________ of EW Daniel Island Investor, LLC, the Manager of Parcel R Phase I Development Company, LLC, a Delaware limited liability company, on the ______ day of ____________________________, 2021.

Signature of Notary: ____________________________
Print Name of Notary: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[DESCRIPTION OF DRAINAGE EASEMENTS]

All those certain drainage easements of various widths being shown and labeled "COC DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL R-O-X CONTAINING 5.94 Ac. AND PROPERTY LINE ADJUSTMENT BETWEEN R-9, RESIDUAL (26.32 Ac.) PARCEL R, BLOCK O, LOT 1 (3.87 Ac.) TO CREATE PARCEL R, BLOCK O, LOTS 2 THROUGH 7 & PARCELS R-9 RESIDUAL (26.30 Ac.) & BLOCK O, LOT 1 (3.89 Ac.) CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, prepared for and owned by PARCEL R PHASE 1 DEVELOPMENT COMPANY, LLC," by Phillip P. Gerard (SCPLS No. 26596), dated March 17, 2020, last revised ______________, and recorded ______________ as Instrument No. ______________ through ______________ in the ROD Office for Berkeley County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, buttings, and boundings as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA  )  EXCLUSIVE STORM  
)  WATER DRAINAGE  
)  EASEMENTS  
COUNTY OF BERKELEY   )  CITY OF CHARLESTON

This Agreement is made and entered into this ___ day of _____________, 2021, 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 B/S PARCEL R, LLC, a South Carolina limited liability company (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 275-00-00-114 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 the City 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 drainage easements more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said 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 the City’s 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:  

\underline{Witness \#1}  
Print Name: ____________________________  
By: Matthew Fountain  
Its: Director of Stormwater Management

\underline{Witness \#2}  
Print Name: ____________________________

STATE OF SOUTH CAROLINA  
\)  
\)  
ACKNOWLEDGEMENT

COUNTY OF CHARLESTON  
\)

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this _______ day of ________________, 2021, on behalf of the municipality.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, B/S Parcel R, LLC has set its Hand and Seal the day and year first above written.

WITNESSES:  

B/S PARCEL R, LLC,  
a South Carolina limited liability company

Witness #1  
Print Name:  

By:  
Print Name: Frank W. Brumley  
Its: President

Witness #2  
Print Name:  

STATE OF SOUTH CAROLINA  
)  
COUNTY OF BERKELEY  
)

ACKNOWLEDGEMENT  
The foregoing instrument was acknowledged before me (the undersigned notary) by Frank W. Brumley, as President of B/S Parcel R, LLC, a South Carolina limited liability company, on behalf of B/S Parcel R, LLC, on this ______ day of ______________, 2021.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[DESCRIPTION OF DRAINAGE EASEMENTS]

All those certain drainage easements of various widths being shown and labeled "COC DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL R-O-X CONTAINING 5.94 Ac. AND PROPERTY LINE ADJUSTMENT BETWEEN R-9, RESIDUAL (26.32 Ac.) PARCEL R, BLOCK O, LOT 1 (3.87 Ac.) TO CREATE PARCEL R, BLOCK O, LOTS 2 THROUGH 7 & PARCELS R-9 RESIDUAL (26.30 Ac.) & BLOCK O, LOT 1 (3.89 Ac.) CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, prepared for and owned by PARCEL R PHASE 1 DEVELOPMENT COMPANY, LLC," by Phillip P. Gerard (SCPLS No. 26596), dated March 17, 2020, last revised ________________, and recorded ________________ through ________________ in the ROD Office for Berkeley County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, buttings, and boundings as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA  )
COUNTY OF BERKELEY   )
                     ) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that BEAZER HOMES, LLC ("Grantor") in
the state aforesaid, for an 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, that certain property
described on Exhibit A, a copy of which is attached hereto and incorporated herein by reference,
which is granted, bargained, sold and released for the use of the public forever.

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

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances
to the said premises belonging, or in anywise 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, its
successors and assigns, against Grantor and its heirs, and all persons whomsoever lawfully
claiming, or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS the Grantor’s Hand and Seal this _______ day of ____________________, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: 

BEAZER HOMES, LLC, a Delaware limited liability company

Witness #1
Print Name: __________________________ By: __________________________

Print Name: Dennis Ouellette
Its: Authorized Signatory

Witness #2
Print Name: __________________________

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Dennis Ouellette, the authorized signatory of Beazer Homes, LLC, a Delaware limited liability company, on the _______ day of ____________________, 2021, on behalf of Beazer Homes, LLC.

Signature of Notary: __________________________
Print Name of Notary: __________________________
Notary Public for South Carolina
My Commission Expires: __________________________

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

All that certain property underneath, above, and containing those certain rights-of-way situate, lying, and being in the City of Charleston, Berkeley County, South Carolina, shown and designated as "HARLEQUIN ALLEY," "PATHFINDER WAY," and "FLATWOODS ALLEY," as more particularly shown and delineated on that certain plat entitled, "FINAL SUBDIVISION PLAT SHOWING THE SUBDIVISION OF TMS 267-00-00-015, TMS 267-00-00-016 & TMS 267-00-00-017 (1.506 AC.) TO FORM PHASE 3 OF THE MARSHES AT COOPER RIVER SUBDIVISION, PROPERTY OF BAZER HOMES, LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA," by Andrew C. Gillette (SCPLS No. 5933-B), dated May 1, 2020, revised as shown thereon, and recorded on ____________, 2021, as Instrument No. ____________________ in the ROD Office for Berkeley County, South Carolina (the "Plat"), said property butting and bounding, measuring and containing, and having such courses and distances as are shown on the Plat, reference to which is had for a full and complete description, being all of the said dimensions, a little more or a little less.

Being a portion of the same property conveyed to Beazer Homes, LLC by deed of MSR Clements Ferry Land, LLC, dated January 10, 2019, and recorded January 11, 2019, in Deed Book 2929 at Page 59 in the ROD Office for Berkeley County, South Carolina.

Formerly a portion of TMS Nos. 267-00-00-015, 267-00-00-016, and 267-00-00-017

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA ) EXCLUSIVE STORM
 ) WATER DRAINAGE
 ) EASEMENTS
COUNTY OF BERKELEY ) CITY OF CHARLESTON

This Agreement is made and entered into this ___ day of ________________, 2021, 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 BEAZER HOMES, LLC, a Delaware limited liability company (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 numbers 267-00-00-015, 267-00-00-016, and 267-00-00-017, 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 the City 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 drainage easements more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said 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 the City’s 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:                                      CITY OF CHARLESTON

Witness #1                                       By: Matthew Fountain
Print Name: _________________________________ Its: Director of Stormwater Management

Witness #2
Print Name: _________________________________

STATE OF SOUTH CAROLINA   )
COUNTY OF CHARLESTON      )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this ______ day of ________________, 2021, on behalf of the municipality.

Signature: __________________________________
Print Name of Notary: _______________________
Notary Public for South Carolina
My Commission Expires: _________________________
SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, BEAZER HOMES, LLC, has set its Hand and Seal the day and year first above written.

WITNESSES: BEAZER HOMES, LLC, a Delaware limited liability company

________________________________________
Witness #1
Print Name: ____________________________

________________________________________
Witness #2
Print Name: ____________________________

By: _________________________________
Print Name: Dennis Ouellette
Its: Authorized Signatory

STATE OF SOUTH CAROLINA )
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON )

The foregoing instrument was acknowledged before me (the undersigned notary) by Dennis Ouellette, the authorized signatory of Beazer Homes, LLC, a Delaware limited liability company, on the ________ day of __________________________, 2021, on behalf of Beazer Homes, LLC.

Signature of Notary: __________________________________________
Print Name of Notary: __________________________________________
Notary Public for South Carolina
My Commission Expires: __________________________________________

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[DESCRIPTION OF DRAINAGE EASEMENTS]

All those certain drainage easements of various widths being shown and labeled “COC DE,” or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, “FINAL SUBDIVISION PLAT SHOWING THE SUBDIVISION OF TMS 267-00-00-015, TMS 267-00-00-016 & TMS 267-00-00-017 (1.506 AC.) TO FORM PHASE 3 OF THE MARSHES AT COOPER RIVER SUBDIVISION, PROPERTY OF BEAZER HOMES, LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA,” by Andrew C. Gillette (SCPLS No. 5933-B), dated May 1, 2020, revised as shown thereon, and recorded on ____________, 2021, as Instrument No. ____________, in the ROD Office for Berkeley County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, buttings, and boundings as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON    )
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA, a South Carolina nonprofit corporation ("Grantor"), in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), to Grantor in hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has released and quitclaimed and by these presents does release and quitclaim unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, all that property more particularly described on Exhibit A, attached hereto and incorporated herein by reference, which is released and quitclaimed for the use of the public forever.

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.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS Grantor’s Hand and Seal this 12th day of May, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]
Witness #1
Print Name: ANDREA M. BILSBY

[Signature]
Witness #2
Print Name: Brian Page

GRANTOR:
UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA

By:
Print Name: EUGENE S. HONG, MD
Its: CHIEF PHYSICIAN EXECUTIVE

STATE OF South Carolina

COUNTY OF Charleston

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Eugene S. Hong, MD, the Chief Physician Executive for University Medical Associates of the Medical University of South Carolina, on the 12th day of May, 2021.

Signature of Notary: [Signature]
Print Name of Notary: Angela M. Baldwin
Notary Public for South Carolina
My Commission Expires: August 13, 2023

SEAL OF NOTARY

[REMAINDER OF PAGE LEFT BLANK]
EXHIBIT A

[DESCRIPTION OF PROPERTY]

All of the property underneath, above, and containing that certain right-of-way situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, surveyed, identified, and designated as “WILLIAM E. MURRAY BLVD. 50' R/W,” on that certain plat entitled, “PLAT SHOWING SUBDIVISION OF PARCEL 1 TRACT B-2 PROPERTY OF UNIVERSITY MEDICAL ASSOCIATES OF MUSC INTO PARCELS 1-A & 1B AND PARCEL 2 TRACT B-2 PROPERTY OF WHITFIELD CONSTRUCTION COMPANY INTO PARCELS 2-A & 2-B, ALSO PORTION OF PARCEL 3 TRACT B-2 (TMS #306-00-00-934) PROPERTY OF WHITFIELD CONSTRUCTION COMPANY PORTION OF WILLIAM E MURRAY BLVD R/W, ST ANDREWS PARISH, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” prepared by A.H. Schwacke, III (SCPLS No. 13855), dated November 17, 2013, last revised on April 10, 2017, and recorded on August 31, 2017, in Plat Book L17 at Page 0472 in the Register of Deeds Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.


TMS No.: N/A (public right-of-way)
AN ORDINANCE

TO AMEND THE CODE OF CITY OF CHARLESTON, SOUTH CAROLINA, CHAPTER 17, ARTICLE V, DIVISION 8-VENDING, SECTION 17-121 TO ADD A NEW SECTION 17-121 (B), RULES AND REGULATIONS FOR MOBILE STREET VENDOR VEHICLES OPERATING ON PRIVATE PROPERTY IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, in light of recent events of social upheaval in the late hours of the evening within the Central Business District in the City of Charleston;

WHEREAS, additional efforts are necessary to control the Central Business District in the late hours to protect the lives of residents, visitors, patrons and employees of restaurants and bars, and City staff and officers working within the District and to promote public safety overall on the peninsula;

WHEREAS, as a part of those efforts to manage crowd control after 1 a.m., the City needs authority to control the operational hours of mobile food vendors operating on private property within the Central Business District after bars and restaurants close;

WHEREAS, the City is authorized and desires to adopt amendments to its Ordinances to promote these goals; and

THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS IN CITYCOUNCIL ASSEMBLED:

Section 1. Chapter 17, Section 17-121 of the Code of the City of Charleston is hereby amended by adding to the existing Section 17-121 a subsection titled “A. Vending of Food, Drink or Reading Material within Public Rights-of-Way” as follows:

“Sec. 17-121. - Vending of food, drink or reading material.

A. **Vending of Food, Drink or Reading Material within Public Rights-of-Way.**

(1) It shall be unlawful for any person to engage in the business of selling food or drink with any alcohol contained therein and reading material from a stationary cart or any other stationary vehicle or device that is placed, parked or stopped in or upon any city street or in any public parking space, public right-of-way or sidewalk next to any city street or on any other public property in the Old and Historic District of the City of Charleston except in such
area as shall be designated and marked by the department of traffic and transportation for such purpose and as is approved by city council.

(2) The director of traffic and transportation shall survey the Old and Historic District and report to city Council, on at least an annual basis, those areas in the nonresidential portions of the Old and Historic District which are appropriate for accommodating the location of stationary vendors selling food or drink with any alcohol contained therein and reading material, taking into consideration factors such as vehicular and pedestrian circulation, access, availability of parking, street and/or sidewalk width and such other factors as he may deem necessary to protect the public health, welfare and safety; provided, however, that under no circumstances shall a vendor space designated for the sale of food or drink with any alcohol contained therein and reading material be located within one hundred (100) feet of the entrance to a church or within one hundred (100) feet of a residentially designated district; and provided further that when the director of traffic and transportation annually surveys the nonresidential portions of the Old and Historic District to determine the appropriate location of any vendor space, he shall seek to avoid locating stationary street vendors who sell food or drink with any alcohol contained therein and reading material unreasonably close to existing restaurants or to other designated vendor spaces.

(3) Vendor spaces designated for the sale of food or drink with any alcohol contained therein and reading material from stationary carts or other vehicles or devices shall be available to interested vendors on a daily basis, 7:00 a.m. to 7:00 p.m., on a first come, first serve basis unless such spaces are franchised or unless designated by city council as not being available to interested vendors on a daily basis, 7:00 a.m. to 7:00 p.m. on a first come, first serve basis if not franchised in accordance with this section.

(4) No person shall engage in the sale of food or drink with any alcohol contained therein and reading material from a stationary cart or other vehicle or device from a vendor space unless:

(a) He has secured a business license, a peddler's permit for himself and any employee who shall operate his stationary cart or other vehicle or device approved by the police department and issued by the business license division, and a decal from the business license division displayed as follows:
   i. The decal shall be prominently displayed on the stationary cart or other vehicle or device from which food or drink with any alcohol contained therein and reading material is dispensed; and
   ii. The peddler's permit issued to the vendor or his employee operating the stationary cart or other vehicle or device and the vendor's business license shall either be prominently displayed on the vendor's stationary cart or other vehicle or device or available from the vendor or his employee operating the stationary cart or other vehicle or device on demand; and

(b) He can and does confine all operations incident to the sale of food or drink with any alcohol contained therein and reading material within the perimeter of the vendor space; and

(c) He has paid such fees as may be set by city council for the privilege of utilizing such vendor space(s); and
(d) He has filed with the director of traffic and transportation a duly executed indemnification/hold harmless agreement with the city concerning the use of the designated vendor space.

(5) Nothing herein shall be construed to prevent the director of traffic and transportation, at the direction of city council, from designating vendor spaces on a temporary basis as and when city council may deem appropriate.

(6) Authority of the director of traffic and transportation regarding bidding and franchising procedures for all vendor spaces designated for the sale of food or drink with any alcohol contained therein and reading material is delineated as follows:
(a) The director of traffic and transportation shall have the authority to recommend to the committee on traffic and transportation that any or all vendor spaces designated for the sale of food or drink with any alcohol contained therein and reading material be made available only pursuant to a competitive bidding process and the execution of a franchise agreement with the successful bidder. The city may reject any or all bids.
(b) In determining whether such a recommendation is warranted, the director of traffic and transportation shall consider whether the demand for any vendor space from competing vendors is, or could be, disruptive to the public order or has resulted, or could result, in undue burden on enforcement officials.
(c) Upon the committee on traffic and transportation approving the franchising of certain vendor spaces, the director of traffic and transportation, with input from corporation counsel, shall draft bid specifications, which shall include, at a minimum:

(i) The location of the vendor space proposed to be franchised;
(ii) A requirement of such minimum bid as shall be approved by the ways and means committee;
(iii) A provision to allow for the payment of the franchise fee on at least a semiannual basis;
(iv) A limitation on the term of the franchise agreement to no more than one year;
(v) A requirement for the acquisition of public liability insurance in such amounts as shall be recommended by corporation counsel;
(vi) A prohibition against the assigning or subletting of any vendor space or franchise agreement;
(vii) A requirement that the successful bidder acquires and maintains a current City of Charleston business license;
(viii) A provision requiring the successful bidder to comply and maintain compliance with applicable rules and regulations as may be promulgated by the South Carolina Health Department; Except as prohibited by subsection 17-121(3) a limitation on the hours of operation from 7:00 a.m. to 7:00 p.m., with a provision allowing for the franchised vendor space to be available to other licensed vendors for any day during the term of the franchise agreement that the successful bidder is not open for business in the franchised vendor space by 11:00 a.m., or if he thereafter vacates the franchised vendor space during the day;
(ix) A requirement that the successful bidder remove all vending apparatus from the vendor space at the end of each day and to otherwise maintain the area in and around the vendor space in a clean condition, free of trash and rubbish;
(x) A requirement forbidding meter feeding or encroaching on any property outside the vendor space;
(xi) Provisions for the suspension or cancellation of the franchise agreement;
(xii) A provision requiring the use of recyclable or biodegradable containers; and
(xiii) A provision allowing the city to reject any or all bids not deemed by it to be in the best interest of the city.
(d) No bid specifications shall be put out for bid until they have first been approved by the committee on ways and means.
(7) Authority of the department of traffic and transportation regarding the lawful and/or appropriate placement of stationary carts for the sale of food or drink with any alcohol contained therein and reading material in areas outside of the Old and Historic District is delineated as follows:

(a) In areas outside the Old and Historic District, the sale of food or drink with any alcohol contained therein and reading material from stationary carts or other stationary vehicles that are placed, parked or stopped in or upon any other public property shall be unlawful, except in such areas as may be designated and marked by the department of traffic and transportation for such purposes.
(b) In determining whether a location outside the Old and Historic District is appropriate to accommodate a stationary cart or stationary vehicle selling food or drink with any alcohol contained therein and reading material, the director of traffic and transportation shall consider the vehicular and pedestrian circulation around the proposed space, the availability of parking, street and/or sidewalk width, access and such other factors as he may deem necessary to protect the public health, safety and welfare; provided however, that the director of traffic and transportation shall not designate a space for the sale of food or drink with any alcohol contained therein and reading material within one hundred (100) feet of the entrance to a church or within one hundred (100) feet of a residentially designated district; and provided further, the director of traffic and transportation shall seek to avoid having stationary street Vendors selling food or drink with any alcohol contained therein and reading material unreasonably close to existing restaurants or other designated street vending spaces.
(c) The director of traffic and transportation shall have the authority to recommend to the committee on traffic and transportation that any of the spaces designated for the sale of food or drink with any alcohol contained therein and reading material pursuant to the provisions of this section be made available only pursuant to a competitive bidding process and the execution of a franchise agreement with the successful bidder. The city may reject any or all bids. In determining whether such a recommendation is warranted, the director of traffic and transportation shall consider whether the demand for the space or spaces is, or could be, disruptive to the public order or has resulted, or could result, in undue burden on enforcement officials. If such a recommendation is made, and thereafter approved by the committee on traffic and transportation, the director of traffic and transportation, with input from corporation counsel, shall prepare bid specifications incorporating the provisions of this section.
(d) No bid specifications shall be put out for bid until they have first been approved by the committee on ways and means.
(e) Any spaces not franchised shall be available to licensed vendors pursuant to the criteria set forth in this section except as prohibited by subsection 17-121(3).
Section 2. Chapter 17, Section 17-121 of the Code of the City of Charleston is hereby amended by adding a new subsection titled “B. Vending of Food, Drink or Reading Material on Private Property within the Central Business District” as follows

B. Vending of Food, Drink or Reading Material within the Central Business District.

(1) Any sale of food, drink, food products containing alcohol, or alcoholic beverages from a mobile food vendor vehicle that is placed, parked or stopped on private property in the Central Business District of the City of Charleston shall be subject to the following regulations in their operation:

(a) No mobile food vendor shall operate within 250 feet from the door of a lawfully established eating establishment that is actively open for business serving customers, unless the food truck vendor provides documentation, which is signed by the restaurant owner, that the restaurant owner interposes no objection to a closer proximity. If a restaurant opens within the 250-foot zone after the mobile food vendor has their annual permit, the food truck vendor may remain in that location until the following annual permit is due at which time they would have to obtain a written permission from the new restaurant owner.

(b) Mobile food vendors will only be permitted to locate in areas zoned GB, LB, MU, and UC.

(c) A mobile food vendor operating under this division shall submit to the city an application that must include:

(i) The written permission from the private property owner for each location, and lease agreement, if any.
(ii) A list of all request sites to include the property owner and physical address.

(d) A mobile food vendor may operate outside the hours of 8:00 a.m. to no later than 1:30 a.m. At the end of each business day’s operation, the vendor shall remove from the parcel the mobile food vendor vehicle and all materials associated with the business.

(e) No mobile food vendor shall sound any device or play music which produces an offensive or loud noise to attract customers, and vendors shall not use any public address system on the vehicle to broadcast or advertise products.

(f) For purposes of this section, mobile food vendor is defined as any person selling food from a mobile vehicle. Mobile food vendor vehicle is defined as a self-contained, motorized vehicle equipped mounted food service unit that returns daily to its base of operations as approved by DHEC and is used for either the preparation of the sale of food products, or for both.
Section 3. This ordinance shall become effective immediately upon ratification.

Ratified in City Council this ___ day of ______ in the Year of Our Lord, 2021 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
AN ORDINANCE

TO AMEND THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, CHAPTER 21, TO ADD A NEW SECTION 21-114 TO ESTABLISH A YOUTH CURFEW IN THE CENTRAL BUSINESS DISTRICT.

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

Section 1. Chapter 21, of the Code of the City of Charleston is hereby amended by Reserving Sections 21-115 through 21-125 which shall read as follows:

"Secs. 21-115—21-125. — Reserved"

Section 2. Chapter 21, of the Code of the City of Charleston is hereby amended by adding thereto Section 21-114 with the following underlined words and phrases which shall read as follows:

Sec. 21-114 Central Business District Youth Curfew

(a) Findings. Businesses located in the Central Business District that are open after 12:00 a.m. are primarily those that sell alcohol, beer and wine and cater to persons of legal drinking age. Juveniles that come to the Central Business District in the late night to early morning hours are unable to enter most business establishments. As a result, they end up loitering in the area and adding to the congestion on already crowded streets and sidewalks. Juveniles also contribute to criminal activity in the area, including but not limited to, assault and battery, robbery, narcotics offenses, and underage drinking. Recently large groups, which included juveniles engaged in a late-night brawl that resulted in several persons going to the hospital for treatment of gunshot and stab wounds. Therefore, as juveniles, with few exceptions, have no purpose for being in the Central Business District after 12:00 a.m., are contributing to the congestion on the streets and sidewalks and are adding to crime in the area the mayor and city council deem it necessary to prescribe a Central Business District Youth Curfew.

(b) Definitions.

1. Central Business District: the area identified in the map attached hereto, entitled "City of Charleston Central Business District, dated 7-1-2020," which as provided in City Code § 23-48(a) "will be reviewed from time to time by city council" and "shall be made available to the public online at the website for the business and neighborhood services division of the department of planning, preservation, and sustainability."
2. Establishment: any privately-owned place of business operated for a profit, to which the public is invited, or to any non-profit organization licensed to sell or serve beer, wine or other alcoholic beverage, including, but not limited to any place of amusement or entertainment. With respect to such establishment, the term "operator" shall mean any person, and any firm, association, partnership (and the members or partners thereof) and/or any corporation (and the officers thereof) conducting or managing that establishment.

3. Juvenile: a person under the age of seventeen.

(c) Prohibition.

1. It shall be unlawful for a juvenile to remain in or upon any public place, to remain in any motor vehicle operating or parked therein or thereon, or to remain in or upon the premises of any establishment within the Central Business District between the hours of 12:00 a.m. and 6:00 a.m.

2. It shall be unlawful for a juvenile’s parent or person responsible for the juveniles’ welfare as defined by South Carolina Code § 63-7-20 (18) to knowingly permit, allow or encourage such minor to violate subsection 1.

3. It shall be unlawful for a person who is the owner or operator of any motor vehicle to knowingly permit, allow or encourage a violation of subsection 1.

4. It shall be unlawful for the operator of any establishment, or for any person who is an employee thereof, to knowingly permit, allow or encourage a juvenile to remain upon the premises of the establishment during curfew hours. It shall be a defense to prosecution under this subsection that the operator or employee of an establishment promptly notified the Charleston Police Department that a juvenile was present at the establishment during curfew hours and refused to leave.

5. It shall be unlawful for any person, including a juvenile, to give a false name, date of birth, address, or telephone number to any officer investigating a possible violation of this division.

(d) Exceptions:

1. The juvenile is accompanied by a parent or person responsible for the juveniles’ welfare as defined by South Carolina Code § 63-7-20 (18); or

2. The juvenile is engaged in an employment activity, or is going to or returning home from such activity, without detour or stop; or

3. The juvenile is attending an activity sponsored by a school, religious, or civic organization, by a public organization or agency, or by another similar organization or entity, which activity is supervised by adults, and/or the minor is going to or returning from such an activity without detour or stop.

(e) Severability: If any subsection, sentence, clause, phrase, or word of this Section be for any reason declared unconstitutional or invalid or ineffective by any court of competent jurisdiction, such declaration shall not affect the validity or the effectiveness of the remaining portions of this section or any part thereof which can be given meaning without the offensive subsection, sentence, clause, phrase or word.
Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of __________ in the Year of Our Lord, 2021, and in the ____th Year of the Independence of the United States of America

______________________________
John J. Tecklenburg, Mayor

ATTEST: ________________________
Jennifer B. Cook, Clerk of Council
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 584 MEETING STREET (PENINSULA) (APPROXIMATELY 1.623 ACRES) (TMS #459-01-03-045) (COUNCIL DISTRICT 4), BE REZONED FROM GENERAL BUSINESS (GB) CLASSIFICATION TO MIXED-USE/WORKFORCE HOUSING (MU-2/WH) CLASSIFICATION. THE PROPERTY IS OWNED BY 584 MEETING STREET LLC.

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 General Business (GB) classification to Mixed-use/Workforce Housing (MU-2/WH) classification.

Section 2. The property to be rezoned is described as follows:
584 Meeting Street (Peninsula) (approximately 1.623 acres) (TMS #459-01-03-045)

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
REZONING

584 Meeting St (East Side - Peninsula)

TMS # 4590103045

approx. 1.623 ac.

Request rezoning from General Business (GB) to Mixed-Use Workforce Housing (MU-2/WH).

Owner/Applicant: 584 Meeting Street LLC
AN ORDINANCE


INCIDENT TO THE ADOPTION OF THIS ORDINANCE, CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT:

1. On January 26, 2021, City Council enacted Emergency Ordinance No. 2021-007, establishing a Special Parking District (SPD) Overlay Zone, as set forth therein.


4. As set forth in Emergency Ordinance No. 2021-007, the City should maximize the use of existing spaces in buildings within a specific area along King Street, while minimizing adverse impacts on traffic, among other things, on residential areas and on the public rights-of-way within the City.

5. Based on this record of performance, City Council finds it necessary and appropriate to adopt the substantive provisions of Emergency Ordinance No. 2021-007 as a permanent ordinance applicable to the specified area.

6. Such a policy serves a compelling government interest by continuing the important positive impact of such area on the health, welfare, culture, and economy of the City.

7. Such a policy also serves a compelling government interest by facilitating the preservation of existing buildings within this historic area of the City.

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

Section 1. That Sec. 54-511 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by adding the following new Sec. 54-511.c:

c. (1) Intent. A new parking overlay zone, to be known as the Special Parking District, SPD Overlay Zone is hereby established to facilitate the occupancy of buildings existing as of November 30, 2020, within the district.

(2) Exempt Properties. Except as set forth in Sec. 54-511.c.(3), buildings on properties located in the Special Parking District Overlay Zone, as shown on the City’s zone map, shall be exempt from the minimum off-street parking requirements set forth in Sec. 54-208.1, Sec. 54-220, Sec. 54-317.a and Table 3-3 (Off-Street Parking Requirements).

(3) Exceptions. Notwithstanding Sec. 54-511.c.(2), any building or structure, or any extension or expansion of an existing building or structure, constructed on or after December 1, 2020 shall not be exempt from the minimum off-street parking requirements.

Section 2. That Sec. 54-202 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by adding the following new Sec. 54-202.n:

n. Special Parking District, SPD Overlay Zone. See Sec. 54-511.c.

Section 3. That Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by changing the zone map, which is part thereof, so as to add the properties designated as Charleston County TMS Nos. 457-04-02-007 TO 012, 457-04-02-014 TO 033, 457-04-02-035 TO 041, 457-04-02-081, 457-04-02-111, 457-04-02-113 TO 134, 457-04-02-157 TO 172, 457-04-02-175 TO 182, 457-04-02-184 TO 191, 457-04-02-193 TO 194, 457-04-04-009 TO 023, 457-04-04-039, 457-04-04-041 TO 047, 457-04-04-092, 457-04-04-094 TO 105, 457-04-04-107 TO 111, 457-04-04-117, 457-04-04-129 TO 130, 457-04-04-150 TO 154, 457-
Section 4. This ordinance will become effective upon ratification.

Ratified in City Council this _____ day of
__________________________, in the Year of Our Lord
2021, in the 245th Year of the Independence of the
United States of America

By:

John J. Tecklenburg
Mayor

ATTEST:

Jennifer Cook
Clerk of Council