

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)

Flipside SC, LLC and Palmetto Equity) Case No.: 2024-CP-10-_____
Solutions, LLC,)
)

Plaintiffs,)
)

v.)
)

Charleston County Housing and)
Redevelopment Authority and the)
County of Charleston, a political)
subdivision of this State,)
)

SUMMONS

Defendants.)
_____)

TO: DEFENDANT CHARLESTON COUNTY HOUSING AND REDEVELOPMENT
AUTHORITY

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this
action served upon you. A copy of your Answer to the Complaint must be served on the
Plaintiffs' attorneys at their offices located at 36 Broad Street, Charleston, South Carolina
29401, within thirty (30) days of your receipt of this Summons and Complaint. If you fail
to answer this Complaint within the prescribed time, a judgment by default will be
rendered against you for the relief demanded within this Complaint.

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Respectfully Submitted,

COOPER | TIERNEY

/s/ Nicholas P. Tierney

Lindsey W. Cooper Jr. (SC Bar 75712)

Nicholas P. Tierney (SC Bar 102381)

M. Lindsay Boyce (SC Bar 100532)

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Charleston, SC 29401

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*Counsel for Plaintiff Flipside SC, LLC and
Palmetto Equity Solutions, LLC*

December 20, 2024
Charleston, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)

Flipside SC, LLC and Palmetto Equity) Case No.: 2024-CP-10-_____
Solutions, LLC,)

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Charleston County Housing and)
Redevelopment Authority and the)
County of Charleston, a political)
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SUMMONS

Defendants.)
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TO: DEFENDANT COUNTY OF CHARLESTON

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action served upon you. A copy of your Answer to the Complaint must be served on the Plaintiffs' attorneys at their offices located at 36 Broad Street, Charleston, South Carolina 29401, within thirty (30) days of your receipt of this Summons and Complaint. If you fail to answer this Complaint within the prescribed time, a judgment by default will be rendered against you for the relief demanded within this Complaint.

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*Counsel for Plaintiff Flipside SC, LLC and
Palmetto Equity Solutions, LLC*

December 19, 2024
Charleston, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	
Flipside SC, LLC and Palmetto Equity Solutions, LLC,)	Case No.: 2024-CP-10-_____
)	
Plaintiffs,)	
)	
v.)	
)	
Charleston County Housing and Redevelopment Authority and the County of Charleston, a political subdivision of this State,)	
)	
Defendants.)	

**COMPLAINT
(Jury Trial Demanded)**

Plaintiffs hereby complaining against the above-named Defendants alleges and shows unto the Court as follows:

PARTIES AND JURISDICTION

1. Plaintiff Flipside SC, LLC (“Flipside”) is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Charleston County, South Carolina, and whose members are citizens and residents of Charleston County, South Carolina.

2. Plaintiff Palmetto Equity Solutions, LLC (“Palmetto,” and together with Flipside, the “Plaintiffs”) is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Charleston County, South Carolina, and whose members are citizens and residents of Charleston County, South Carolina.

3. Defendant Charleston County Housing and Redevelopment Authority (“CCHRA”) is a governmental authority created by a Resolution of the Charleston Legislative Delegation and by an Ordinance of Charleston County Council.

4. Defendant County of Charleston (“Charleston County,” and together with CCHRA, the “Defendants”) is a political subdivision of the State of South Carolina.

5. The real properties that are the subject of this action are situated in the County of Charleston, State of South Carolina.

6. The contract at issue in this case was executed in Charleston County, South Carolina.

7. Jurisdiction and venue are proper.

FACTS

8. CCHRA owns certain real property located within Charleston County, South Carolina.

9. On or about August 1, 2024, CCHRA listed thirty (30) properties for public sale, as-is, on Charleston multiple listing service (CHS MLS) with a call for highest and best offers to be submitted within one week or before August 8, 2024. However, tropical storm Debby made landfall in South Carolina on August 8, 2024, and CCHRA published that it extended the offer deadline through Sunday, August 18, 2024 at 11:59pm.

10. These thirty (30) residential real properties and their addresses (the “30 Properties”) are fully described in the Purchase Sale Agreement dated September 8, 2024 and the addendum thereto, which are attached as Exhibit 1 (the “PSA”), and have the following addresses within Charleston County, South Carolina:

- a. 586 Kell Place, Charleston, SC 29412
- b. 1038 Yorktown Drive, Charleston, SC 29412
- c. 1141 Bonnie Lane, Mt. Pleasant, SC 29464
- d. 1149 Quail Drive, Charleston, SC 29412
- e. 1236 Midvale Avenue, Charleston, SC 29412
- f. 1341 Witter Street, Charleston, SC 29412
- g. 1344 Teal Avenue, Charleston, SC 29412
- h. 153 Inland Avenue, Charleston, SC 29412
- i. 1814 S. Mayflower Drive, Charleston, SC 29412
- j. 1867 Grover Drive, Johns Island, SC 29455
- k. 2106 Mission Avenue, Charleston, SC 29414
- l. 2223 Plainview Road, Charleston, SC 29414
- m. 2615 Myrtis Lane, North Charleston, SC 29406
- n. 2628 Clara Lane, North Charleston, SC 29406
- o. 2651 Leeds Avenue, North Charleston, SC 29406
- p. 2751 Mawood Avenue, North Charleston, SC 29406
- q. 2819 Shadow Lane, North Charleston, SC 29406
- r. 2926 Bolton Road, Charleston, SC 29414
- s. 4493 Outwood Drive, Ladson, SC 29456
- t. 4750 Linda Street, North Charleston, SC 29405
- u. 5308 Albert Street, Charleston, SC 29418
- v. 6224 Bevington Road, Hollywood, SC 29449

- w. 7042 Midland Drive, North Charleston, SC 29406
 - x. 7070 N. Kenwood Drive, North Charleston, SC 29406
 - y. 7608 Crossgate Blvd., North Charleston, SC 29420
 - z. 7629 Crossgate Blvd., North Charleston, SC 29420
 - aa. 7711 Desmond Avenue, North Charleston, SC 29418
 - bb. 7752 Cherrywood Drive, North Charleston, SC 29418
 - cc. 8943 Furr Street, North Charleston, SC 29406
 - dd. 9880 Berrywood Drive, Ladson, SC 29456.
11. Several individuals and businesses submitted offers to purchase the 30 Properties on or before August 18, 2024, including Flipside.
12. CCHRA rejected numerous offers by other individuals and businesses for the purchase of the 30 Properties. CCHRA initially entered into a contract to sell the 30 Properties to an unnamed buyer, but that contract fell through.
13. After the first contract fell through, CCHRA accepted Flipside's offer to purchase the 30 Properties.
14. Flipside and/or its assigns and CCHRA entered into a valid and binding PSA for purchase and sale of the 30 Properties for \$6.5 million and agreed that closing would occur on October 11, 2024 as stated in the PSA. (Exhibit 1.) Angela Childers, Chief Executive Officer of CCHRA, executed the PSA on behalf of CCHRA, and she had the authority to bind CCHRA to the PSA and sell the 30 Properties to Plaintiffs
15. After entering into the PSA, Flipside and its assigns began expending time, money and effort to close on the 30 Properties, including – but not limited to – engaging

counsel, examining title, the inspection of the 30 Properties and arranging for financing. CCHRA also engaged John Romanosky as outside counsel to represent it in the closing of the 30 Properties, and he also began efforts to close the sale.

16. On or before September 24, 2024, Charleston County representatives were aware that CCHRA was negotiating the sale of the 30 Properties even though their sale was publicly listed on MLS. (See Exhibit 2, Sept. 24, 2024, Charleston County Council Meeting Minutes.) In the minutes, Charleston County Council Member Jenny Costa Honeycutt stated that she “understood that CCHRA may currently be in the negotiation process to divest itself of 30 additional properties.”

17. On September 30, 2024, CCHRA and Flipside entered into an Addendum to the PSA, which is attached as Exhibit 3 (the “Addendum”). In the Addendum, CCHRA and Flipside confirmed that the closing of the sale for the 30 Properties would occur on October 11, 2024. They agreed that Flipside would purchase six of the 30 Properties in its own name and Palmetto would purchase the remaining 24 of the 30 Properties. (Exhibit 3.)

18. The Addendum also stated that the “[s]ale is subject to HUD approval and release of Declarations of Trust.” (*Id.*) This was the only condition left to meet for the sale of the 30 Properties to occur on October 11, 2024.

19. Like the PSA, CEO Angela Childers also executed the Addendum on behalf of CCHRA and had authority to bind CCHRA to the Addendum.

20. On October 3, 2024, just three (3) days after executing the Addendum, CEO Angela Childers on behalf of CCHRA sent a letter to Bill Tuten, the Charleston County

Administrator (the “October 3rd Letter”) that stated: CCHRA “understands that the County may now be interested in purchasing the remaining 30 homes.” (See Exhibit 4.) The October 3rd Letter included a list of the “remaining 30 homes.” This list was identical to the 30 Properties that CCHRA was already under contract to sell to Plaintiffs under the PSA. CCHRA did not disclose and hid from the Plaintiffs the fact that it sent the October 3rd Letter to Charleston County.

21. What is even more egregious is that CEO Angela Childers, who is the same person that executed the PSA and Addendum on behalf of CCHRA, penned the letter to Charleston County. Indeed, she was offering to sell the very properties that she knew were already under contract since September 8, 2024.

22. CCHRA’s October 3rd Letter went on to state that the U.S. Department of Housing and Urban Development (HUD) had already approved CCHRA’s application to sell the 30 Properties. As such, the authorization of the releases for the Declarations of Trust on the 30 Properties was completed or satisfied as required by the Addendum well before October 11, 2024 closing date. CCHRA never told the Plaintiffs that the final condition was met.

23. CCHRA’s October 3rd Letter also stated “[p]er Section 31-2-500 of the SC Code of Laws, CCHRA is requesting Charleston County approve the sale of the homes, after holding a public hearing.” (*Id.*) However, S.C. Code Ann. § 31-2-500 is not in effect as there is no effective date for Chapter 2 of Title 31 of the South Carolina Code, and it is irrelevant. See generally S.C. Code Ann., Chapter 31.

24. Upon information and belief, there is no requirement for CCHRA to request and obtain prior approval by the Charleston County Council for the sale of the 30 Properties owned by CCHRA. *See generally* S.C. Code Chapter 31, Article 7.

25. On or before October 9, 2024, Bill Tuten, the Charleston County Administrator, received the October 3rd Letter.

26. Upon information and belief, despite the existence of the PSA, CCHRA and Charleston County had improper conversations and negotiations regarding the purchase and sale of the 30 Properties despite knowing that CCHRA was already under a legally binding contract with the Plaintiffs to sell the 30 Properties.

27. Between the date the PSA was signed on September 8, 2024, and the closing date of October 11, 2024, Plaintiffs worked diligently to secure the funding necessary to close on the 30 Properties.

28. In reliance on CCHRA's representations and contractual obligations in the PSA to sell the 30 Properties, Plaintiffs expended considerable time, money, and effort to be prepared to consummate the sale on October 11, 2024. These expenditures include, without limitation, conducting title searches, obtaining financing, communicating with partners, incurring of attorney fees and costs, preparing plans for post-closing action on the 30 Properties, and others.

29. Only a few days before the October 11th scheduled PSA closing date, CCHRA first informed Plaintiffs that it believed Charleston County may want to halt or interfere with the sale of the 30 Properties to the Plaintiffs. Specifically, in emails dated October 2, 2024, that were later forwarded to Plaintiffs, CEO Angela Childers stated "I

believe they [Charleston County] want us to stop the sale.” In an email the next day on October 3, 2024, CEO Angela Childers further stated “I do believe they may stop the sale as they appear to want to purchase them themselves now.”

30. It was improper for CCHRA to solicit a new buyer or entertain any “interest” by Charleston County to purchase the 30 Properties when CCHRA was contractually obligated to perform its obligations under the PSA in good faith and sell the 30 Properties to Plaintiffs.

31. On or about October 9, 2024, CCHRA promptly and without notice ceased all communication with Plaintiffs and Plaintiffs’ closing attorney, Chase Payne, regarding closing.

32. On October 10, 2024, the day before the PSA closing, the Charleston County Council Special Housing Committee recommended that the Charleston County Council authorize the Charleston County attorney to investigate the purchase of the 30 Properties by Charleston County. (Exhibit 5, Oct. 10, 2024, Meeting Minutes.) The Charleston County Council approved this recommendation on the same date. (*Id.*)

33. Also on October 10, 2024, the Charleston County Finance Committee meeting minutes reflect that it was provided a report from the Special Housing Committee (the “Chas. Co. Report”). These minutes reflect that the Chas. Co. Report discussed information furnished by Charleston County Administrator Bill Tuten regarding the CCHRA’s desire to sell the thirty (30) houses. These were the exact same 30 Properties that CCHRA was currently under contract to sell to Plaintiffs under the PSA

and Addendum. These minutes reflect that Charleston County was actively interfering with Plaintiffs' contractual rights by seeking to purchase the 30 Properties.

34. On October 11, 2024, Plaintiffs stood ready to close on the purchase of the 30 Properties. However, CCHRA failed and refused to perform its contractual obligations and close on the sale of the 30 Properties as required by the PSA and the Addendum.

35. On October 11, 2024, Chase Payne, the closing attorney for Plaintiffs, sent a letter to CCHRA notifying it that if it failed to close or execute an extension of the closing date, CCHRA would be in default under the PSA and the Addendum. CCHRA nonetheless failed to close on October 11, 2024.

36. On October 15, 2024, Charleston County representatives considered the Chas. Co. Report that encouraged Charleston County to consider purchasing the 30 Properties. On that date, a recommendation was made that the Charleston County Attorney look into and investigate the county's purchase of the 30 Properties. Despite Charleston County's knowledge of the PSA, this action was approved by a vote of the Charleston County Council. These actions further interfered with Plaintiffs' contractual rights under the PSA and Addendum.

37. On October 24, 2024, counsel for Plaintiffs sent both CCHRA and Charleston County a second notice of breach letter regarding the PSA. However, neither CCHRA nor Charleston County responded or took action to remedy their respective breach of the PSA and intentional interference with the PSA.

38. In failing and refusing to close the transaction, CCHRA and/or Charleston County caused additional damages, including the laying off of work crews hired to work on the 30 Properties after closing, the straining of business relationships, the incurring of additional attorneys' fees and costs in attempting to communicate with CCHRA and Charleston County, as well as others.

39. Upon information and belief, despite receiving Plaintiffs' notices and demands identifying their intention to pursue legal recourse against CCHRA and the County, Charleston County is still investigating and taking action to attempt to acquire the 30 Properties from CCHRA.

FOR A FIRST CAUSE OF ACTION
(Specific Performance - Against CCHRA)

40. Plaintiffs repeat and reallege all preceding allegations as if fully stated herein verbatim.

41. Plaintiffs and CCHRA entered into a valid and enforceable contract for the purchase and sale of the 30 Properties: the PSA. The PSA contains all essential terms necessary to complete the sale.

42. Plaintiffs did all that was necessary to consummate the closing of the sale and stood ready to close on the designated closing date of October 11, 2024.

43. All preconditions of the PSA were met, as HUD approved CCHRA's application to sell the 30 Properties at least by October 3, 2024, and authorization for the release of the Declarations of Trust had been completed.

44. As such, the PSA has been partly carried into execution. Plaintiffs performed their part and remain able and willing to perform their part of the PSA.

45. However, CCHRA failed and refused to close on the sale and tender title to the 30 Properties to Plaintiffs as required under the PSA and CCHRA is therefore in breach and default of its obligations under the PSA.

46. There is no adequate remedy at law, as damages are not an adequate remedy for a breach of an agreement to convey real property. The 30 Properties at issues are unique.

47. Section 23 of the PSA, as amended, entitles Plaintiffs to pursue any remedies available at law or equity against the Seller upon a default of the PSA by Seller, including recovery of its attorneys' fees and costs.

48. Specific enforcement of the contract is equitable between the parties and would be practical to complete as the PSA contains all terms necessary in order to accomplish and complete the sale of the 30 properties from CCHRA to Plaintiffs.

49. CCHRA has no legal or other defenses to the performance of the contract as all preconditions were and requirements for closing were met, save for CCHRA's intentional actions in refusing to prepare and sign the appropriate documents to convey title of the 30 Properties to Plaintiffs at closing.

50. Plaintiffs seek an order requiring CCHRA to satisfy its obligations under the PSA and tender title to the 30 Properties to Plaintiffs pursuant to the terms of the PSA and Addendum.

**FOR A SECOND CAUSE OF ACTION
(Breach of Contract - Against CCHRA)**

51. Plaintiffs repeat and reallege all preceding allegations as if fully stated herein verbatim.

52. Plaintiffs and CCHRA entered into a valid, binding, and enforceable contract for the purchase and sale of the 30 Properties: the PSA and Addendum. The PSA and Addendum contains all essential terms necessary to complete the sale.

53. Plaintiffs did all that was necessary to consummate the closing of the sale and stood ready to close on the designated closing date of October 11, 2024.

54. All preconditions of the PSA and Addendum were met, as HUD approved CCHRA's application to sell the 30 Properties at least by October 3, 2024. All that was remaining was for CCHRA to prepare and sign the final documentation to convey title of the 30 Properties to the Plaintiffs at closing as agreed to by the PSA and Addendum.

55. Plaintiffs performed their part and remain able and willing to perform their part of the PSA and purchase the 30 Properties from CCHRA.

56. Despite this, CCHRA breached the PSA and Addendum, and CCHRA is in default for failing and refusing to close on the sale and tender title to the 30 Properties to Plaintiffs as required under the PSA and Addendum. Such conduct constitutes a breach of the PSA and Addendum.

57. As a direct and proximate consequence of the above-referenced breach of the PSA and Addendum by CCHRA, the Plaintiffs have been damaged and continue to

be damaged, including out-of-pocket costs, opportunity costs and losses, strained relationships, and other damages and costs.

58. Plaintiffs are entitled to a judgment against CCHRA for its actual, consequential, and incidental damages, as well as attorneys' fees and costs as set forth in the PSA.

**FOR A THIRD CAUSE OF ACTION
(Breach of Contract Accompanied by a Fraudulent Act - Against CCHRA)**

59. Plaintiffs repeat and reallege all preceding allegations as if fully stated herein verbatim.

60. Plaintiffs and CCHRA entered into a valid and enforceable contract for the purchase and sale of the 30 Properties: the PSA and Addendum. The PSA and Addendum contains all essential terms necessary to complete the sale.

61. All preconditions of the PSA and Addendum were met, as HUD approved CCHRA's application to sell the 30 Properties at least by October 3, 2024, and authorization of the releases for the Declarations of Trust on the 30 Properties was also completed or satisfied as contemplated by the Addendum before October 11, 2024. All that was remaining was for CCHRA to prepare and sign the final documentation to convey title of the 30 Properties to the Plaintiffs at closing as agreed to by the PSA and Addendum.

62. CCHRA breached the PSA and Addendum by failing to comply with its obligations under the PSA and close on the sale and tender title to the 30 Properties to Plaintiffs as required under the PSA and Addendum.

63. CCHRA's breach of the PSA and Addendum was accomplished with dishonesty in fact, fraudulent intent, and unfair dealings as evidenced by the following, without excluding others:

- a. While CCHRA was under contract and obligated to tender title to the 30 Properties to Plaintiffs, it nonetheless negotiated with and entertained interest in or offers to acquire the 30 Properties by others, including Charleston County. CCHRA intentionally hid and omitted this fact from Plaintiffs.
- b. At the same time it was under contract to sell the 30 Properties to Plaintiffs, CCHRA actively hid the fact that it was negotiating with Charleston County or other potential buyers in violation of the PSA and that it did not have any intent of complying with its obligations under the PSA to sell the 30 Properties to Plaintiffs. In doing so, CCHRA knowingly allowed Plaintiffs rely on such representations and omissions in damaging itself and expending money in reliance on these misrepresentations and conduct.
- c. CCHRA misrepresented to Plaintiffs that it could not close the sale of the 30 Properties without the prior approval of Charleston County Council while at the same time, was also entertaining Charleston County's interest in buying the 30 Properties.
- d. CCHRA hid and omitted from telling Plaintiffs that HUD approved CCHRA's application to sell the 30 Properties at least by October 3,

2024 and authorized the releases of the Declarations of Trust on the 30 Properties.

64. CCHRA's breach of the PSA was done with fraudulent intent related to the breach, as evidenced by CCHRA baselessly seeking Charleston County approval for the sale when no approval was required, by sending letters to Charleston County inquiring into its interest in purchasing the 30 Properties, by hiding that HUD approved the sale and releases of the Declarations of Trust, and refusing to close on October 11, 2024 as required under the PSA using known pretexts to wrongfully justify its willful non-compliance.

65. Plaintiffs stand ready to perform its obligations under the PSA and Addendum, and as a direct and proximate result of CCHRA's breach and default under the PSA and Addendum, Plaintiffs suffered and continue to suffer damage as a direct and proximate result of CCHRA's breach of the PSA resulting in actual, incidental, consequential, and punitive damages.

66. Plaintiffs are entitled to a judgment against CCHRA for its actual, consequential, incidental, and punitive damages, as well as attorneys' fees and costs as set forth in the PSA.

**FOR A FOURTH CAUSE OF ACTION
(Tortious Interference with Contract - Against Charleston County)**

67. Plaintiffs repeat and reallege all preceding allegations as if fully stated herein verbatim.

68. Plaintiffs and CCHRA entered into the PSA and Addendum with respect to the purchase and sale of the 30 Properties.

69. Charleston County was aware of the PSA and Addendum between CCHRA and Plaintiffs for the purchase and sale of the 30 Properties.

70. Pursuant to the terms of the PSA, CCHRA was obligated to sell the 30 Properties to the Plaintiffs.

71. Despite Charleston County's knowledge of the PSA and Addendum, and CCHRA's obligation to sell the 30 Properties to the Plaintiffs, Charleston County intentionally took action to interfere with the PSA by negotiating, investigation, and/or offering to acquire the 30 Properties from CCHRA.

72. Charleston County's intentional actions interfering with Plaintiffs PSA and Addendum with CCHRA is documented by Charleston County Council and Special Finance Committee meeting minutes published of record from September 24, 2024 to present day, as well as correspondence between CCHRA and Charleston County officials.

73. This is further evidenced by email communication from CEO Angela Childers sent on or around October 2, 2024, wherein she states that Charleston County wants us (CCHRA) to stop the sale to the Plaintiffs.

74. As a direct and proximate result of Charleston County's actions and conduct interfering with the PSA and Addendum, it procured CCHRA's failure and/or refusal to sell the Properties to the Plaintiffs as they had contractually agreed to do in breach and violation of the PSA and Addendum.

75. Such procurement of breach of the PSA and Addendum between Plaintiffs and CCHRA for the 30 Properties sale was without justification.

76. As a direct and proximate result of the acts of Charleston County, the Plaintiffs have been damaged and continue to be damaged in an amount to be proven at trial.

77. Defendants' actions were willful and in reckless disregard of the rights of the Plaintiffs.

78. Plaintiffs are entitled to a judgment for actual, consequential, incidental, and punitive damages, as well as attorneys' fees and costs, against Charleston County in an amount to be determined at trial.

**FOR A FIFTH CAUSE OF ACTION
(Alternatively, Tortious Interference with Prospective Contractual Relations -
Against Charleston County)**

79. Plaintiffs repeat and reallege all preceding allegations as if fully stated herein verbatim.

80. Plaintiffs and CCHRA entered into the PSA and Addendum with respect to the purchase and sale of the 30 Properties.

81. Charleston County knew about and was aware of the PSA and Addendum between CCHRA and the Plaintiffs or had prior knowledge that CCHRA listed or was planning to list and negotiate the sale of the 30 Properties for sale.

82. This fact is evidenced by comments of Charleston County Council Member Jenny Costa Honeycutt during the September 24, 2024 council meeting stating that "she

understood that CCHRA may currently be in the negotiation process to divest itself of 30 additional properties.” (See **Exhibit 3**.)

83. Pursuant to the terms of the PSA and Addendum, CCHRA was obligated to sell the 30 Properties to the Plaintiffs.

84. By virtue of Charleston County’s actions of: (i) negotiating and investigating the purchase of the 30 Properties from CCHRA while CCHRA was under contract with the Plaintiffs; (ii) interfering any necessary approvals CCHRA may have needed to sell the 30 Properties; (iii) taking action to stop, impede, or prevent CCHRA’s sale of the 30 Properties to the Plaintiffs; (iv) offering terms to CCHRA to purchase the 30 Properties that CCHRA had already contacted to sell to Plaintiffs under the PSA and Addendum; and (v) other conduct and action to be determined, Charleston County tortiously interfered with the PSA and Addendum with for an improper purpose or by improper methods.

85. As a direct and proximate result of Charleston County’s actions and conduct interfering with the PSA and Addendum, it procured CCHRA’s breach of the PSA or caused damage and harm to the Plaintiffs by way of CCHRA breaching its obligations to sell and interfering with the conveyance of the 30 Properties to the Plaintiffs pursuant to the terms of the PSA and Addendum.

86. As a direct and proximate result of the acts of Charleston County, the Plaintiffs have been damaged and continue to be damaged in an amount to be proven at trial.

87. Plaintiffs are entitled to a judgment for actual, consequential, incidental, and punitive damages, as well as attorneys' fees and costs, against Charleston County in an amount to be determined at trial.

**FOR A SIXTH CAUSE OF ACTION
(Civil Conspiracy - Against All Defendants)**

88. Plaintiffs repeat and reallege all preceding allegations as if fully stated herein verbatim.

89. Defendants schemed, combined, agreed, and conspired with one another to purposefully cause financial harm and injury to Plaintiffs by intentionally interfering with and refusing to permit title to the 30 Properties to be conveyed to Plaintiffs by CCHRA as required under the PSA.

90. CCHRA failed to close the sale of the 30 Properties after it purported to request Charleston County's approval for the sale, and in the same letter, CCHRA acknowledged Charleston County's own interest in acquiring the 30 Properties from CCHRA.

91. Charleston County and CCHRA acted in concert and together to stop and prevent the sale of the 30 Properties to Plaintiffs as evidenced by the exchange of numerous phone calls, letters, county council hearings, administrative reports, and other activity.

92. The actions of the Defendants in furtherance of the conspiracy and to stop and prevent the sale of the 30 Properties to Plaintiffs were unlawful, or carried out by unlawful means

93. As a proximate result and consequence of such illegal conspiracy, Plaintiffs are entitled to a judgment against the Defendants for actual, consequential, incidental, and punitive damages, as well as attorneys' fees and costs.

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendants as follows:

- A. An Order for specific performance and/or injunctive relief requiring CCHRA to perform its obligations under the PSA , as well as attorneys' fees and costs, to sell and tender title to the 30 Properties to Plaintiffs pursuant to the terms of the PSA, as well as attorneys' fees and costs,;
- B. An Order granting judgment in Plaintiffs' favor and against Defendants in the amount of Plaintiffs' actual, consequential, incidental, and punitive damages;
- C. An Order requiring CCHRA to pay Plaintiffs their attorneys' fees and costs for the prosecution of this action pursuant to Section 23(A) of the PSA or otherwise provided for by law;
- D. An Order granting Plaintiffs pre- and post-judgment interest against CCHRA as permitted by law, and granting Plaintiffs post-judgment interest against Charleston County as permitted by law; and
- E. Such other and further relief as the Court may deem just and proper.

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Respectfully Submitted,

COOPER | TIERNEY

/s/ Nicholas P. Tierney

Lindsey W. Cooper Jr. (SC Bar 75712)

Nicholas P. Tierney (SC Bar 102381)

M. Lindsay Boyce (SC Bar 100532)

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*Counsel for Plaintiffs Flipside SC, LLC and
Palmetto Equity Solutions, LLC*

Dated: December 20, 2024

EXHIBIT 1

PSA



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by: Buyer(s), FlipSide SC, LLC c/o Douglas Hickerson

and Seller(s), Charleston County Housing and Redevelopment Authority

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing
Payne Law Firm
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date of this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

[X] BUYER [] SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

(initials) BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and receiving [X] Client [] Customer service in this transaction.

(initials) SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and receiving [X] Client [] Customer service in this transaction.

2. PURCHASE PRICE: \$ SEE EXHIBIT "A" - \$6.5M

Payable by transfer of Good Funds via [] Finance or [] a combination of Finance and Cash USD or [X] Cash USD.

Verification of Cash available for Closing is [X] attached [] not attached [] to be Delivered before

This Contract [] is [X] is not contingent upon the sale and closing of Buyer's real property and SCR504 [] is [X] is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address EXHIBIT "A" LIST OF PROPERTIES Unit #
City State of South Carolina
Zip County of Charleston
Lot Block Section/Phase Subdivision
Other Tax Map

Parties agree that no personal property will transfer as part of this sale, except described below and/or attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before October 11, 2024 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Douglas Hickerson and or it assigns

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

[FSL] BUYER [] BUYER [ARC] SELLER [] SELLER
[] BUYER [] BUYER [] SELLER [] SELLER

HAVE READ THIS PAGE

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HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.

B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)

This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options

Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.

Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

7. FINANCE: Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other NA purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum of NA % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by NA (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by NA (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the Seller in writing within NA calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice. Lender (may change): NA FHA VA Conventional Seller Other NA. An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

8. DUE DILIGENCE:

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on NA (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ NA USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

D L L

[] BUYER [_____] BUYER [] SELLER [_____] SELLER
 [_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

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CASE# 2024CP1006893

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform a reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections.

Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent not contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller. Buyer Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than NA calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage here mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by NA with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ NA will be paid by NA to the Home Warranty Company.

Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: NA
In order for Broker to receive compensation under this section they must provide written notice done through an amendment (Form 390) or paragraph 28 to the parties prior to closing. ANY COMPENSATION IN THIS SECTION IS COMING EXCLUSIVELY FROM THE HOME WARRANTY COMPANY AND IS NOT PAID BY ANY PARTY TO THIS CONTRACT OR THEIR BROKER. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

[FSL] BUYER [DH] BUYER [ARC] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

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24. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse compensation to Brokers in accordance with written agreements, as amended, between any Party and a broker or other representative, and document compensation on the settlement statement. If a Party disputes a Broker's compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of the Broker's compensation until the dispute is resolved by a written agreement signed by that Party and the affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Should any Broker receive any compensation from the transaction under this Contract that has not been disclosed to Seller and Buyer in this Contract or a listing agency or compensation agreement disclosed then prior to Closing, the Broker that expects to receive such compensation must notify Seller and Buyer and receive their written permission for Broker to receive such compensation.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: NEGOTIATIONS REGARDING BROKERAGE COMPENSATION BETWEEN PARTIES OR BROKERAGE FIRMS SHOULD NOT BE INCLUDED IN THIS SECTION OR ANY ATTACHED ADDENDA. ANY VOLUNTARY NEGOTIATION FOR BROKERAGE COMPENSATION SHOULD BE DONE IN ACCORDANCE WITH PARAGRAPH 6 OF THIS CONTRACT AS PART OF THE TOTAL AMOUNT OF BUYER TRANSACTION COST OR IN A SEPARATE BROKERAGE COMPENSATION AGREEMENT (SCR FORM 120). THE ONLY APPROPRIATE ITEM REGARDING COMPENSATION IN THIS CONTRACT WOULD BE IN ACCORDANCE WITH SECTION 14 AND RELATED TO COMPENSATION PAID TO A BROKER BY HOME WARRANTY COMPANY. There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified as described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): Properties to be sold as-is. Seller to make no repairs.

Continued... See Addendum Attachments 1

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. Acknowledgements: Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

[FSL] BUYER [] BUYER [Initial ARC] SELLER [] SELLER [] BUYER [] BUYER [] SELLER [] SELLER []

Initial
ARC

9/8/2024
D H

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 AM PM on September 6 9, 2024 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered to the other Party within _____ Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: FlipSide SC, LLC c/o Douglas Hickerson Date: 09/06/2024 Time: _____
FlipSide SC, LLC c/o Douglas Hickerson

BUYER: [Signature] Date: 9/8/2024 Time: _____

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: 1510 Old Trolley Rd. Summerville, SC 29485

Signed by:
SELLER: Angela R. Childers Date: 9/8/2024 Time: _____
Charleston County Housing and Redevelopment Authority

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

Douglas Hickerson Realty One Coastal Group 115734 / 22541
Buyer's Agent/Company Buyer's Agent License #/LLR Office Code

DouglasHickerson@gmail.com (843)607-9412
Buyer's Agent's Email Address Buyer's Agent Telephone Number

Lawrence Richard Carolina One Real Estate 87290 | 6839
Seller's Agent/Company Seller's Agent License #/LLR Office Code

Lrichard@carolinaone.com (843)797-7799
Seller's Agent's Email Address Seller's Agent Telephone Number

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[FSL] BUYER [D H] BUYER [ARC] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

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COMPENSATION AGREEMENT

ELECTRONICALLY FILED - 2024 Dec 20 11:19 AM - CHARLESTON - COMMON PLEAS - CASE#2024CP1006283

1. **PARTIES AGREE:** In this legally binding Compensation Agreement, the

- LISTING BROKERAGE: _____, or
- SELLER: _____, or
- BUYER: FlipSide SC, LLC c/o Douglas Hickerson

AGREES TO COMPENSATE THE BROKERAGE COMPANY Carolina One Real Estate

for the purpose, property, terms, and compensation stated below.

2. **FOR PURPOSE/ACTIVITY:** BUYING ON BEHALF OF FlipSide SC, LLC c/o Douglas Hickerson (CLIENT/CUSTOMER NAME)
 LISTING LEASING/RENTING OTHER _____

3. **REGARDING PROPERTY:** _____

Address EXHIBIT "A" LIST OF PROPERTIES Unit # _____

City _____ State of South Carolina

Zip _____ County of Charleston Lot _____

Block _____ Section/Phase _____ Subdivision _____

Tax Map _____ Other _____

4. **TERMS:** This Compensation Agreement begins on September 6, 2024 and ends at 11:59 p.m. local time on November 9, 2024 and does not create any agency relationships and expires 5 years after Effective Date if no termination date stated herein.

5. **COMPENSATION:** Shall be paid in U.S. Dollars according to the following terms: A compensation amount of NA % of the gross sales price or \$ NA or NA % of another amount and calculated by: \$50,000.00 of the lease/rent payments total monthly other regarding the Property and will be due and payable at:

- The Closing of the Property
- Assumption of the lease
- As otherwise agreed: _____

PAYMENT WOULD BE DUE IN THE EVENT OF DEFAULT BY THE COMPENSATING PARTY. COMPENSATION FOR THE PURPOSES/ACTIVITIES DESCRIBED ABOVE IS NOT SET BY LAW AND IS FULLY NEGOTIABLE BETWEEN THE PARTIES.

6. **DISCLOSURE:** The parties agree that compensation being paid under this Agreement will be disclosed to all parties to the transaction that generate the compensation payment.

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT Parties acknowledge receiving, reading, reviewing, and understanding this Agreement. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from an attorney of their choice prior to signing. Effective date is the above stated date or latest date upon which all parties are aware of signatures and agreement.

FlipSide SC, LLC c/o Douglas Hickerson Date: 09/06/24 Time: _____

Lawrence Richard Date: 9/7/2024 Time: _____

Lawrence Richard Date: _____ Time: _____

Signed by: Angela R. Childers Date: 9/8/2024 Time: _____

Approved By Seller: Charleston County Housing and Redevelopment Authority

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Address	Offer		Address	Offer		Address	Offer
Hollywood			Johns Island			Ladson	
6224 Bevington Hollywood, SC 29449	\$ 120,000		1867 Grover Drive Johns Island, SC 29455	\$ 160,000		4493 Outwood Ladson, SC 29456	\$ 115,000
James Island			North Charleston			9880 Berrywood Drive* Ladson, SC 29456	\$ 115,000
1531 Inland Charleston, SC 29412	\$ 270,000		5308 Albert Street Charleston, SC 29418	\$ 125,000		Mount Pleasant	
1344 Teal Avenue Charleston, SC 29412	\$ 317,000					1141 Bonnie Lane Mt. Pleasant, SC 29464	\$ 450,000
1236 Midvale Charleston, SC 29412	\$ 320,000		7608 Crossgate Blvd Charleston, SC 29402	\$ 110,000			
1149 Quail Drive Charleston, SC 29412	\$ 275,000		4750 Linda Street Charleston, SC 29405	\$ 235,000			
1341 Witter Street Charleston, SC 29412	\$ 264,000		8943 Furr Street Charleston, SC 29406	\$ 110,000			
1814 S. Mayflower Charleston, SC 29412	\$ 275,000		7042 Midland Dr Charleston, SC 29406	\$ 110,000			
1039 Yorktown Charleston, SC 29412	\$ 275,000		7070 N. Kenwood Charleston, SC 29406	\$ 110,000			
586 Kell Place Charleston, SC 29412	\$ 301,000		2615 Myrtis Lane Charleston, SC 29406	\$ 110,000			
West Ashley			7752 Cherrywood Charleston, SC 29418	\$ 126,000			
2106 Mission Ave* Charleston, SC 29414	\$ 250,000		2751 Mawood Avenue Charleston, SC 29406	\$ 110,000			
			7711 Desmond Avenue Charleston, SC 29418	\$ 112,000			
2926 Bolton Road Charleston, SC 29414	\$ 221,000		2628 Clara Lane Charleston, SC 29406	\$ 90,000			
			7629 Crossgate Blvd Charleston, SC 29402	\$ 92,000			
2223 Plainview Road Charleston, SC 29414	\$ 285,000		2819 Shadow Lane Charleston, SC 29406	\$ 130,000			
			2651 Leeds Avenue Charleston, SC 29405	\$ 125,000			

EXHIBIT &

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GydhYa Vyf`& ž&S&{

**Council
Comments**

The previous item was the last item on the Consent Agenda.

The Chairman asked if any member of Council wished to bring a matter before the Body.

Mr. Kobrovsky stated that he realized Dewees Island was fairly evenly split on the short-term rental issue and his vote, as the representative from that district, was one to protect the unique and pristine nature of the island and he hoped the addition of short-term rentals did not detract from that.

Mr. Pryor asked for an update on 995 Morrison Drive at the next committee meeting.

Mrs. Honeycutt pointed out that a number of the ordinances which had been given second reading tonight had been ordinances to convey some of the 18 houses the county had purchased from the Charleston County Housing and Redevelopment Authority in an effort to keep those homes affordable. She stated that she understood the CCHRA may currently be in the negotiation process to divest itself of 30 additional properties and asked if staff could look into that possible transaction to determine if there were any provisions to keep those houses affordable. She stated she understood several state legislators were also looking into the process CCHRA was using to sell the properties and wanted to make sure the HUD protocols were followed, so she was hopeful staff could determine where CCHRA was in the process and whether there was an opportunity for the county to weigh in on possibly purchasing those.

Chairman Sass thanked everyone for their participation tonight. He thanked those who had come from Dewees Island and stated he appreciated their efforts to come to the meeting.

There being no further business to come before the Body, the Chairman declared the meeting to be adjourned at 7:27 PM.

Kristen L. Salisbury
Clerk of Council

EXHIBIT 3

Addendum



ADDENDUM/AMENDMENT TO

[X] AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [] OFFER OR [] COUNTEROFFER] OR [] RESIDENTIAL RENTAL AGREEMENT OR [] OTHER:

COVERING THE [] REAL PROPERTY [] PREMISES [] BUSINESS [] OTHER:

Further described or commonly known as:

Address See Attached Exhibit B & C Unit #
City NA State of South Carolina
Other TMS NA

The undersigned Parties hereby agree as follows: FlipSide SC, LLC will be purchasing the six properties outlined in Exhibit B

Palmetto Equity Solutions, LLC will be purchasing the twenty-four properties outlined in Exhibit C

See attached Exhibit B & C

Sale is subject to HUD approval and release of Declarations of Trust.

9/30/2024

Initial

ARC [Signature]

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 [] AM [X] PM on September 27 2024 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: [Signature] Date: 9/25/24 Time:
Palmetto Equity Solutions, LLC & FlipSide SC LLC c/o Douglas Hickerson

BUYER: Date: Time:

Date: Time:

Date: Time:

SELLER: Signed by: Angela R. Childers Date: 9/30/2024 Time:

SELLER: E268249EDED44A1... Date: Time:

Date: Time:

Date: Time:

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		Exhibit B			
Address	TMS	Beds	Bath	Sq.Ft.	
5308 Albert Street Charleston, SC 29418	408-08-00-296	3	1.5	1,149.00	
4750 Linda Street Charleston, SC 29405	410-05-00-128	3	1	1,099.00	
2651 Leeds Avenue Charleston, SC 29405	411-05-00-065	3	1	1,010.00	
1341 Witter Street Charleston, SC 29412	427-01-00-024	3	1	935.00	
2106 Mission Ave* Charleston, SC 29414	355-14-00-055	3	1.5	1,200.00	
2223 Plainview Road Charleston, SC 29414	355-02-00-139	3	2	1,165.00	



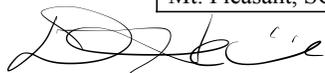
9/25/24

FlipSide SC, LLC & Palmetto Equity Solutions, LLC c/o Douglas Hickerson

Signed by:

 Angela R. Childers
 E268249EDED44A1...
 9/30/2024

Address	Exhibit C			
	TMS	Beds	Bath	Sq.Ft.
6224 Bevington Hollywood, SC 29449	191-05-00-030	3	1.5	1,141.00
2926 Bolton Road Charleston, SC 29414	307-10-00-025	3	2	2,092.00
1867 Grover Drive Johns Island, SC 29455	313-00-00-191	3	1	1,100.00
7608 Crossgate Blvd Charleston, SC 29420	484-10-00-174	3	1.5	1,351.00
8943 Furr Street Charleston, SC 29406	486-09-00-031	3	2	1,033.00
7042 Midland Dr Charleston, SC 29406	478-14-00-033	3	1.5	1,101.00
7070 N. Kenwood Charleston, SC 29406	478-14-00-075	3	1	1,287.00
2615 Myrtis Lane Charleston, SC 29406	478-15-00-083	3	1	1,021.00
2751 Mawood Avenue Charleston, SC 29406	478-14-00-119	3	1	1,007.00
7711 Desmond Avenue Charleston, SC 29418	404-08-00-156	3	1	1,057.00
2628 Clara Lane Charleston, SC 29406	478-15-00-069	3	1	955.00
7629 Crossgate Blvd Charleston, SC 29420	484-10-00-198	4	1.5	1,426.00
2819 Shadow Lane Charleston, SC 29406	486-05-00-101	3	2	955.00
1531 Inland Charleston, SC 29412	425-04-00-054	3	2	948.00
1236 Midvale Charleston, SC 29412	426-09-00-105	3	1	1,108.00
1149 Quail Drive Charleston, SC 29412	426-10-00-151	3	2	1,500.00
1814 S. Mayflower Charleston, SC 29412	337-04-00-075	3	1.5	1,224.00
1039 Yorktown Charleston, SC 29412	337-08-00-097	3	2	1,216.00
586 Kell Place Charleston, SC 29412	343-14-00-020	3	1	1,108.00
1344 Teal Avenue Charleston, SC 29412	428-01-00-014	3	1	1,452
7752 Cherrywood Charleston, SC 29418	404-08-00-040	4	2	1,232.00
4493 Outwood Ladson, SC 29456	388-01-00-096	3	1.5	1,071.00
9880 Berrywood Drive* Ladson, SC 29456	388-06-00-227	3	1	1,100.00
1141 Bonnie Lane Mt. Pleasant, SC 29464	535-16-00-160	3	1	1,032.00


 9/25/24
 FlipSide SC, LLC & Palmetto Equity Solutions, LLC c/o Douglas Hickerson

Signed by:

 E268249EDED44A1...
 9/30/2024

EXHIBIT 4

October 3 Letter

Commissioners
Patrick King, Chairman
Chris Nungesser, Vice Chairman
Travis Bedson
Betty Gonzales
Thomas Hummel
John M. Thomas
Curtis Thompson



Chief Executive Officer
Angela Childers

October 3, 2024

Bill Tuten
Charleston County Administrator
Charleston County Government
4045 Bridge View Drive
North Charleston, South Carolina 29405

Dear Mr. Tuten:

Charleston County Housing & Redevelopment Authority (CCHRA) appreciates the County's purchase of our initial eighteen (18) homes and understands that the County may now be interested in purchasing the remaining 30 homes.

The United States Department of Housing and Urban Development (HUD) has approved CCHRA's application to sale the 30 homes and by way of this letter we notify County Administration that CCHRA intends to sale the 30 homes.

Per Section 31-2-500 of the SC Code of Laws. CCHRA is requesting Charleston County approve the sale of the homes, after holding a public hearing. Enclosed please find a list of the 30 homes.

Thank you for your consideration of our request. I am available to answer any questions that you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Childers", is written over the word "Sincerely,".

Angela R. Childers
Chief Executive Officer

Enclosure

ARC/cm

ELECTRONICALLY FILED - 2024 Dec 20 11:19 AM - CHARLESTON - COMMON PLEAS - CASE#2024CP1006283

BR Bath Sqft Year built Appraisal Amount

	BR	Bath	Sqft	Year built	Appraisal Amount
Hollywood					
6224 Bevington Hollywood, SC 29449	3	1.5	1,141	1966	200,000.00
James Island					
1531 Inland Charleston, SC 29412	3	2	948	1961	310,000.00
1344 Teal Avenue Charleston, SC 29412	3	1	1,452	1966	300,000.00
1236 Midvale Charleston, SC 29412	3	1	1,108	1961	348,000.00
1149 Quail Drive Charleston, SC 29412	3	2	1,500	1964	350,000.00
1341 Witter Street Charleston, SC 29412	3	1	935	1962	310,000.00
1814 S. Mayflower Charleston, SC 29412	3	1.5	1,224	1964	350,000.00
1039 Yorktown Charleston, SC 29412	3	2	1,216	1981	358,000.00
586 Kell Place Charleston, SC 29412	3	1	1,108	1968	350,000.00
West Ashley					
2106 Mission Street Charleston, SC 29414	3	1.5	1,200	1973	282,000.00
2926 Bolton Road Charleston, SC 29414	3	2	2,092	1961	285,000.00
2223 Plainview Road Charleston, SC 29414	3	2	1,165	1965	270,000.00
John Island					
1867 Grover Johns Island, SC 29455	3	1	1,100	1985	275,000.00
North Charleston					
5308 Albert Street Charleston, SC 29418	3	1.5	1,149	1962	205,000.00
7608 Crossgate Blvd Charleston, SC 29402	3	1.5	1,351	1972	200,000.00
4750 Linda Street Charleston, SC 29405	3	1	1,099	1965	205,000.00
8943 Furr Street Charleston, SC 29406	3	2	1,033	1986	200,000.00
7042 Midland Dr Charleston, SC 29406	3	1.5	1,101	1966	190,000.00
7070 N. Kenwood	3	1	1,287	1966	195,000.00

Charleston, SC 29406			1,207	1900	170,000.00
2615 Myrtis Lane Charleston, SC 29406	3	1	1,021	1969	170,000.00
7752 Cherrywood Charleston, SC 29418	4	2	1,232	1970	190,000.00
2751 Mawood Avenue Charleston, SC 29406	3	1	1,007	1957	180,000.00
7711 Desmond Avenue Charleston, SC 29418	3	1	1,057	1970	185,000.00
2628 Clara Lane Charleston, SC 29406	3	1	955	1970	193,000.00
7629 Crossgate Blvd Charleston, SC 29402	4	1.5	1426	1972	200,000.00
2819 Shadow Lane Charleston, SC 29406	3	2	955	1980	205,000.00
2651 Leeds Avenue Charleston, SC 29405	3	1	1,010	1958	190,000.00
Ladson					
4493 Outwood Ladson, SC 29456	3	1.5	1,071	1976	195,000.00
9980 Berrywood Drive Ladson, SC 29456	3	1	1,100	1974	185,000.00
Mount Pleasant					
1141 Bonnie Lane Mt. Pleasant, SC 29464	3	1	1,032	1982	390,000.00
Total					7,466,000.00

EXHIBIT 5

Oct. 10, 2024

Meeting Minutes

October 10, 2024
North Charleston, SC

A meeting of Charleston County Council's Finance Committee was called to order at 5:12 pm on the 10th day of October 2024, in the Beverly T. Craven Council Chambers, Second Floor of the Lonnie Hamilton, III, Public Services Building, located at 4045 Bridge View Drive, North Charleston, South Carolina.

The following members of Council were present: Herb Sass, Chairman, who presided; Joe Boykin, Jenny Costa Honeycutt, Larry Kobrovsky, Kylon Jerome Middleton, Brantley Moody, Teddie E. Pryor, Sr., and Robert L. Wehrman. Henry Darby was absent at the beginning of the meeting.

County Administrator Bill Tuten and County Attorney Natalie Ham were also present.

The Chairman announced the first item on the agenda was approval of minutes of the Finance Committee of September 19, 2024. Mr. Pryor moved approval of the minutes, seconded by Mr. Moody, and carried.

The Chairman announced the next item on the agenda was a discussion regarding the Union Pier TIF District & Redevelopment Plan.

**Union Pier TIF
District &
Redevelopment
Plan
Discussion**

Mrs. Honeycutt stated she had joined the meeting virtually when Mayor Cogswell made his presentation regarding this TIF and apologized for her absence at that meeting. She also stated that she thought it would be wise to have staff look into the redevelopment plan and documents provided by the city and make some recommendations to County Council regarding the county's participation in this TIF. She stated that there were still a lot of questions that needed to be answered and she wanted to make sure if the county participates in this TIF, it gets the best deal it can without having to fund county services that it will not receive revenue for throughout the term of the TIF. She added that she was concerned the city had not provided an expenditure plan regarding how the city intends to spend the funds that they will collect. She stated this seems like an exciting opportunity and she wanted to ensure County Council was aware of its options.

Mr. Pryor stated he thought the State Ports Authority would be the biggest winner and the City of North Charleston would be the biggest loser in this deal because while the port was moving away from Union Pier, it had just purchased property in North Charleston from the former MeadWestvaco, and that property was currently on the tax rolls and the city, county, and school board were collecting taxes on that property, but when the property transacts to the ports authority, it will be removed from the tax rolls, and he wondered if the port should be required to contribute some funding since the taxing entities were used to collecting taxes on that property. He asked Mr. Gile to provide information regarding the amount of taxes currently collected by each taxing entity on the MeadWestvaco property. Mr. Pryor also stated he understood properties all the way down East Bay Street to the Harris Teeter grocery store would be included in the TIF district and he wondered if the property taxes for those disadvantaged businesses in the surrounding areas could be frozen for the duration of the TIF since the property values would likely be going up due to the development in the TIF district. He stated he ran into an owner of a business near the TIF district in Sam's Club over the weekend and the man asked him, "What about us? We have been in business over 30 years and now we will have to pay more because of the new development around us."

He added that gentrification has rocked the city for a while and many of the minority businesses whose taxes go up because of the new development will not be able to stay downtown. He added he would also like Mr. Gile to look into what the effect would be if the county participated at different percentage rates, such as 50% vs. 100%. Mr. Gile clarified that there are currently some businesses in the TIF district that pay taxes, and the taxes for those businesses would not be frozen during the 30 years. They would be treated the same as if they were not in the TIF district. Mr. Pryor stated he understood that was the normal process, but he was wondering if freezing the tax rate was possible. He stated he understood that the purchaser would be given a waiver for 30 years, and he was trying to see if there was something that could be done to create some sort of balance for the existing businesses. Mr. Gile stated the developer would pay taxes just like all the other entities, the taxes would all go to the City of Charleston to help offset the cost of public infrastructure in the district, so the businesses are not getting a break. The City of Charleston will use the revenues to pay down bonded indebtedness to construct the public infrastructure.

Mr. Wehrman stated he shared both Mrs. Honeycutt and Mr. Pryor's concerns. He added his initial thoughts were that what has been discussed and presented sounds really good and would be a huge benefit to the community and something he would be willing to invest county funds to accomplish. He also stated that because the county would be subsidizing this development in a significant way, and he did not know how formalized or set in stone any of the ideas were, he understood the need for flexibility on the part of the developer, but he also thought there should be a way to put in some parameters around a spending plan or processes so there was not just this unguarded idea that we just have to sign off in whole, one time, without seeing how everything is going to play out. He stated he would be very interested in any recommendations or information staff could provide to help make this decision because he, like a lot of people, want this to work, but it has to be done in a way that makes sense and would help keep the development on track.

Mr. Darby joined the meeting.

Mr. Moody stated he thought everyone was dancing around the same thing and that everyone had the same concerns. He added that he would welcome staff's recommendations based on the concerns councilmembers had voiced, and he thought everyone wants to get something done at this location and to be part of the solution, but we have to make sure to look out for the county and the county's taxpayers.

Mrs. Honeycutt asked the Clerk if a motion was needed to direct staff to bring back recommendations on this matter. The Clerk confirmed a motion was not needed.

Mr. Darby asked the body to pardon his tardiness and stated traffic had been horrendous. He stated he looked at this from a different perspective. He stated this district would generate millions and millions of dollars over the term of the TIF and those on the lower end of the income spectrum would see their property values and taxes increase exorbitantly, and he wondered what would be set aside for them. He added if the TIF was estimated to generate some \$400 million in revenue, it would be nice if \$40 million could be set aside for those low-income families in the area. He gave an example of the Mixson development occurring around the corner from his residence, which made his property value and taxes raise dramatically. He stated while he could afford the

increase, others could not, which ended up with those people having to sell their property because they could no longer afford it.

The Chairman thanked everyone for their contribution to the discussion and stated he looked forward to hearing staff's recommendation at the next Finance Committee meeting.

The Chairman announced the next item on the agenda was the CCSO 50 Year Employee Sally Suhrstedt resolution.

CCSO 50 Year
Employee Sally
Suhrstedt

Mr. Pryor moved to adopt a resolution honoring CCSO Employee Sally Suhrstedt on her fifty years of service. The motion was seconded by Mr. Boykin, and carried.

Request to Adopt The resolution is as follows:

**A RESOLUTION
OF CHARLESTON COUNTY COUNCIL**

Honoring Charleston County Sheriff's Office Employee Sally Suhrstedt on 50 Years of Public Service

WHEREAS, Charleston County Council recognizes that the foundation of our community is grounded in those who give of themselves selflessly to help others; and,

WHEREAS, Charleston County Council from time to time has the privilege of recognizing an individual who exemplifies such a commitment; and,

WHEREAS, Sally Suhrstedt was born and raised in Charleston County, South Carolina, is a graduate of Rivers High School and the College of Charleston, and worships at St. Matthews Lutheran Church where she sings in the choir; and,

WHEREAS, Sally Suhrstedt began her career with Charleston County Sheriff's Office in 1974; and,

WHEREAS, Sally Suhrstedt has served under six different sheriffs including Sheriffs Eddie Kornahrens, Frank West, Chuck Dawley, Michael O'Dowd, Al Cannon, and Kristin Graziano; and,

WHEREAS, Sally Suhrstedt has served the Sheriff's Office in a number of different capacities including tax cashier III, account clerk I, Tax research specialist, delinquent tax manager, staff auditor, and auditor II; and,

WHEREAS, Sally Suhrstedt graduated from the County Auditors, Treasurers, and Tax Collectors Academy in 1991; and,

WHEREAS, over the course of her career, Sally Suhrstedt has received 14 letters of appreciation, three letters of commendation, and was selected as the Charleston County Employee of the Quarter for the second quarter in 1990; and,

NOW THEREFORE, BE IT RESOLVED by Charleston County Council, that Sally Suhrstedt be commended for outstanding and professional service to her community

and that the genuine appreciation of Charleston County Council be extended to her on behalf of all the citizens of this County.

CHARLESTON COUNTY COUNCIL

Herbert R. Sass, III, Chairman
October 15, 2024

The Chairman announced he was moving up item 6 and the next item to be considered was the Mark Clark Extension - MOA regarding historic property impacts.

**Mark Clark
Extension - MOA
Regarding
Historic Property
Impacts

Request to
Approve**

County Administrator Bill Tuten and Public Works Director Eric Adams provided a report regarding a request to approve the Mark Clark Extension - MOA Regarding Historic Property Impacts. It was stated that as part of the development and environmental permitting of the Mark Clark Extension (Project), the Federal Highway Administration (FHWA) has determined that the construction of the Project will have an adverse effect upon the Fenwick Hall Historic District and River Road, both of which are eligible for listing in the National Register of Historic Places (NRHP). FHWA has also determined that construction of the Project has the potential to cause adverse effects upon several Archaeological Sites that are eligible for listing in the NRHP and several Archaeological Sites that require additional research to determine their eligibility for listing in the NRHP.

The FHWA and SCDOT have consulted with the SC State Historic Preservation Office, the Catawba Indian Nation Tribal Historic Preservation Office, the Eastern Shawnee Tribal Historic Preservation Office, and the Muscogee (Creek) Nation Tribal Historic Preservation Office to resolve adverse effects on the eligible NRHP sites and regarding the effects of the undertaking on Archaeological Sites. The FHWA and SCDOT have also consulted with the Historic Charleston Foundation, Preservation Society of Charleston, The Charleston Museum, and the owners of Fenwick Hall as consulting parties and have held a series of public information meetings and a public hearing, inviting the public to provide comments on protected resources and historic resources.

The attached Memorandum of Agreement among the FHWA, SCDOT, Charleston County, the Catawba Indian National Tribal Historic Preservation Office and the South Carolina State Historic Preservation Office formalizes various stipulations that will be implemented to take into account the effects of the undertaking on Fenwick Hall Historic District, River Road, and the various Archaeological Sites and will either avoid or mitigate any adverse effects to those sites.

Execution of the Memorandum of Agreement by the parties listed above and implementation of its terms is evidence that the FHWA has taken into account the effects of the undertaking on the Fenwick Hall Historic District, River Road, and the potential effects of the undertaking on identified Archaeological Sites and in accordance with Section 106 of the National Historic Preservation Act and its implementing regulations.

Department Head recommended that Council authorize the County Administrator to execute a Memorandum of Agreement among the Federal Highway Administration, the South Carolina Department of Transportation, Charleston County, the South Carolina State Historic Preservation Office, and the Catawba Indian National Tribal Historic Preservation Office regarding the construction of the Mark Clark Extension and

mitigation of potential impacts on sites eligible for listing in the National Register of Historic Places.

Mr. Moody moved to approve the department head recommendation. The motion was seconded by Mr. Boykin.

Mr. Kobrovsky asked if someone could explain this request for the public. Public Works Director Eric Adams stated this was a request to enter into a memorandum of understanding with the Federal Highway Administration, the SC DOT, the Catawba Indian National Tribal Historic Preservation Office, and the South Carolina State Historic Preservation Office to mitigate any impacts to historic sites within the scope of the proposed Mark Clark extension. Mr. Kobrovsky stated by his reading of the document, it seemed that the FHWA had already made a finding that this project would have adverse impacts on the Fenwick Hall historic district and River Road and asked what, if anything, could be done to mitigate those adverse impacts. Mr. Adams stated the agreement would put the requirement on the county as the project sponsor and the DOT as the project manager to do the due diligence to identify the historic sites. Mr. Kobrovsky stated he understood what the MOA was in place for, but he was asking for specificity on what the adverse effects would be, what it would cost to offset the impacts, and what projects listed on the upcoming referendum would not be done because of those extra expenses. Mr. Adams stated that this routine assessment had already been figured into the total cost of permitting the project, so the money that had already been given to the DOT to fund permitting would cover the cost. He added that the sites are identified conceptually at this point, based on the alignment of the road, and the impacts to those sites can be mitigated or avoided through the design process, and at this time the adverse effects are unknown because the design can be modified to avoid those adverse impacts. Mr. Kobrovsky asked what the cost would be to mitigate those adverse effects and where would the money come from to mitigate. Mr. Adams stated the mitigation would be accomplished through the design process, so by adjusting the location of the bridge foundations, we could avoid the impacts completely and the cost would be negligible. Mrs. Ham clarified that she had already had this discussion with Mr. Adams as part of her due diligence for tonight's meeting and the numbers for this study and any mitigation were already contemplated in the total amount of the project that has already been provided to Council. Mr. Kobrovsky asked if there were cost overruns because of these adverse impacts, where those funds would come from. He added that in his reading of the MOU it seemed that the cost would come from the referendum funding and asked if he was wrong in that thinking. Mrs. Ham stated the funding for this had already been taken into account in the numbers Council had already approved. Mr. Kobrovsky asked if the MOU was wrong when it said the funding would come from the referendum. Mrs. Ham stated it was not wrong. That would be the source of funding if the referendum passes, but the funding for this study and any mitigation were already contemplated in the project cost already provided to Council, the public, the DOT, and the FHWA. Mr. Kobrovsky stated he did not understand why this was not just a yes or no question. Mr. Sass stated it was part of the already approved construction cost and that would be funded in part by the transportation sales tax. The Chairman also stated this is part of the normal process of building roads. When you build a bridge, you may have to move one of the support structures to accommodate utility lines or historic sites or something else. That is just part of the normal process.

Mr. Boykin asked if he was correct in thinking that the \$75 million that was approved by County Council and matched by the State Infrastructure Bank and provided to the

SCDOT in the amount of \$150 million to complete permitting and right-of-way acquisition would include this process currently being discussed and has already been funded. Mr. Adams confirmed that was correct.

Mr. Darby asked if the project would still move forward if the adverse effects cannot be mitigated. Mr. Adams stated once the sites are clearly understood, other mitigation efforts may be necessary, and we do not know what those mitigation efforts may be at this time because the sites are not clearly delineated. He added some options may be working with the tribal historic preservation society to install some signage offsite from the project similar to the educational signage installed on Palmetto Commerce Parkway regarding the historic rice dikes in the area and the educational campaign that was undertaken to go around to schools across the state of South Carolina to teach about the history of the rice fields when they were impacted by the Palmetto Commerce Parkway project. Mr. Darby asked if it was known if any of the impacted sites were burial grounds, particularly for Native Americans. Mr. Adams stated that was unknown at this time. Mr. Darby asked what would happen if that was the case. Mrs. Ham stated she wanted to make sure Council understood the purpose of this particular document. This document was in place to recognize that there may or may not exist historic sites in the area of this project and we will be held accountable for whatever mitigation is necessary to protect those historic sites so things are not overlooked or mishandled in the process of constructing this roadway. This document is for the protection of those historic sites.

Mr. Boykin asked if this was proforma and required for any project going through the NEPA process. Mr. Adams confirmed that was the case.

Mr. Kobrovsky stated the document stated the FHWA had made a determination that there would be adverse impacts and he still had not been provided any information as to what those adverse impacts would be. Mr. Adams stated that the impact would be that the alignment of the project would pass over Fenwick Hall. He referred Mr. Kobrovsky to the map included in the agenda packet, which indicated the path of the project in a blue line, Fenwick Hall in a shaded purple, and the known historic sites in yellow. The statement from the FHWA is acknowledging that the alignment will cross over the boundaries of these sites that are already determined to be historic.

Mr. Moody asked Mrs. Ham if he was correct in thinking that, regarding this MOA, a yes vote means you are in favor of preserving artifacts, graveyards, Native American Findings and working to mitigate those and a no vote says you are not in favor of that. Mrs. Ham confirmed that was correct.

The Chairman called for a vote on the motion. The Clerk was unable to confirm the votes by voice vote, so Mr. Pryor requested a roll call vote.

The Chairman called for a roll call vote on the motion. The roll was called and votes recorded as follows:

Boykin	- aye
Darby	- nay
Honeycutt	- aye
Kobrovsky	- nay
Middleton	- aye
Moody	- aye

Pryor	- aye
Wehrman	- nay
Sass	- aye

The vote being six (6) ayes and three (3) nays, the Chairman declared the motion to have passed.

Mrs. Honeycutt left the meeting.

The Chairman announced the next item on the agenda was the Consent Agenda. Mr. Pryor moved to approve the Consent Agenda, seconded by Mr. Middleton, and carried.

The Consent Agenda items are as follows:

Item A:

**SC DAODAS
Pharmacist, NP &
CMA Award
(STATE25-TX-
MOD-CHA)

Request to
Accept**

County Administrator Bill Tuten and DAODAS Director Chanda D. Fucell provided a report regarding a request to accept the SC DAODAS Pharmacist, NP & CMA Award (STATE25-TX-MOD-CHA). It was stated that DAODAS (Charleston Center) is requesting permission to accept an award from the South Carolina Department of Alcohol and Other Drug Abuse Services (SCDAODAS) in the amount of \$205,526. This provides support for 50% of the contracted pharmacist costs for Nurse Practitioner (NP) hours in our Medication Assisted Treatment Program and one full-time Certified Medical Assistant (CMA) to coordinate care and provide services associated with medication-assisted treatment for individuals with substance use disorders.

This award is a renewal of previous awards from State DAODAS. The award is for the contract period of July 1, 2024, to June 30, 2025. Once funds are accepted, the budget management and monthly reporting become the responsibility of DAODAS.

Department Head recommended that Council authorize acceptance of \$205,526 from the South Carolina Department of Alcohol and Other Drug Abuse Services (SCDAODAS) with the understanding that:

- This provides support for 50% of the contracted pharmacist costs for Nurse Practitioner (NP) hours in our Medication Assisted Treatment Program and one full-time Certified Medical Assistant (CMA) to coordinate care and provide services associated with medication-assisted treatment for individuals with substance use disorders.
- This award is a renewal of previous awards from State DAODAS. The award is for the contract period of July 1, 2024, to June 30, 2025, and
- Requires no match or new FTEs.

Item B:

**IMLS National
Leadership
Grants for
Libraries (NLG-L)

Request to
Consider**

County Administrator Bill Tuten and Public Library Director Angela Craig provided a report regarding a request to accept IMLS National Leadership Grants for Libraries (NLG-L). It was stated that the Charleston County Public Library (CCPL) requests \$100,000 through the Institute of Museum and Library Services from the IMLS National Leadership Grants for Libraries (NLG-L) to implement and enhance comprehensive food distribution and food/health literacy programs. This project will develop a replicable model that integrates food access and health literacy into public library services, tailored to the diverse needs of rural and urban communities within Charleston County, SC.

NLG-L projects enhance the quality of library services nationwide by addressing critical needs in the library and archives fields. The program supports projects that build workforce and institutional capacity for: managing and preserving the national information infrastructure; serving the public's information and education needs; enhancing library and information services through effective and efficient use of new and emerging technologies; improving community well-being and civic engagement; providing emergency services to communities during disasters and emergencies; and building collaborative partnerships between libraries, archives, and museums that benefit the communities they serve. The models, tools, research findings, services and partnerships resulting from these awards can be widely used, adapted, scaled, or replicated to extend and maximize the benefit of Federal investment to libraries and archives of all sizes.

Department Head recommended that Council allow the Charleston County Public Library's (CCPL) acceptance of \$100,000 through the Institute of Museum and Library Services from the IMLS National Leadership Grants for Libraries to implement and enhance comprehensive food distribution and food/health literacy programs with the understanding that there is no match or FTEs related to the grant.

Item C:

**Dominion Energy
Charitable
Foundation

Request to
Accept**

County Administrator Bill Tuten and Public Library Director Angela Craig provided a report regarding a request to accept a Dominion Energy Charitable Foundation grant. It was stated that through the Dominion Energy Charitable Foundation, as well as EnergyShare and other programs, Dominion Energy invests millions of dollars annually in community causes throughout its footprint and beyond. In 2023, \$46.7 million was invested in communities they serve. The Dominion Energy Charitable Foundation awards grants in four focus areas: basic human needs grants that support increased food security, housing and shelter, and access to health care; community vitality grants to foster an appreciation of diversity, revitalize neighborhoods and ensure a vibrant community life through support of cultural endeavors; education grants to develop the capacity of the future workforce, especially in STEM and energy fields; and environmental stewardship grants to protect natural resources and help make efficient use of energy.

The grant opens on August 1st and the notification is expected in December, so this would align well with the end of the current funding for the 3 fridges. We would submit under the Basic Human Needs funding category, which lists food security as a funding example.

Department Head recommended that Council allow the Charleston County Public Library to accept \$15,000 from the Dominion Energy Charitable Foundation to sustain the operations of the Free and Fresh Fridges program in 2025 at three existing locations and to add another location at Keith Summey North Charleston Library with the understanding that no match or FTEs are required for this grant.

Item D:

**Local
Accommodations
Tax Allocations
for FY25**

County Administrator Bill Tuten and Budget Director Mike R Franks provided a report regarding a request to approve Local Accommodations Tax Allocations for FY25. It was

**Request to
Approve**

stated that as part of the annual budget process, a lump sum amount is appropriated in the Local Accommodations Tax for future allocation to entities. Council has committed \$400,000 in the FY2025 budget toward the Local Accommodations Tax allocation.

As requested by Council in August 2008, Explore Charleston (Convention and Visitors Bureau), in conjunction with the College of Charleston's Office of Tourism Analysis, continues to assist the County the applications' review and to provide economic impact data for Council's consideration on the applications. The Explore Charleston/College of Charleston analysis was distributed to Council by Explore Charleston. A summary of the recommended allocations is attached.

Department Head recommended that Council approve the allocation of \$400,000 from the Local Accommodations Tax as recommended by Explore Charleston.

Item E:

County Administrator Bill Tuten and Procurement Director Barrett J. Tolbert provided a report regarding award of contracts for Indefinite Delivery Contract – Construction Engineering & Inspection Services (CE&I) for Public Works Projects on As-Needed Basis. It was stated that submittals were received in accordance with the terms and conditions of the Request for Qualifications (RFQ) No. 5955-24C from firms licensed in the State of South Carolina, to provide qualifications for the purpose of providing Construction Engineering & Inspection Services (CE&I) for various projects throughout Charleston County.

**Indefinite
Delivery Contract
– Construction
Engineering &
Inspection
Services (CE&I)
for Public Works
Projects on As-
Needed Basis**

The following firms submitted qualifications:

- Insight Group
- Michael Baker International, Inc.
- Mead & Hunt
- Civil Engineering Consulting Services, Inc. (CECS)
- Infrastructure Consulting & Engineering, LLC (ICE)
- HDR Construction Control Corporation
- EAS Professionals, Inc.
- A. Morton Thomas Associates, Inc,
- Transystems Corporation
- Rummel, Klepper & Kahl, LLP
- KCI Technologies, Inc.

**Award of
Contract**

Per the terms of the RFQ, it is the intent of the County to identify firms deemed most qualified which will be considered for award of contract not to exceed two years. Delivery Orders for specific projects will be assigned on a rotational basis to best maintain equity in the value of work with exceptions allowed for the following criteria; the nature of the project, the proximity of the firm to the project, the capability of the firm to produce the services in a reasonable time, past performance and the ability to meet the project budget requirements. The County will negotiate a stipulated not to exceed lump sum per phase fee for each Delivery Order for basic services which are estimated not to exceed \$200,000.

An evaluation committee reviewed the qualifications for compliance with the RFQ requirements and determined the following firms, to be the most qualified in meeting the County's needs, and recommends awarding contracts to:

- Civil Engineering Consulting Services, Inc. (CECS)
- HDR Construction Control Corporation
- Infrastructure Consulting & Engineering, LLC (ICE)
- Mead & Hunt

Department Head recommended that Council authorize award of contracts for Indefinite Delivery Contract – Construction Engineering & Inspection Services (CE&I) for Public Works projects on an as-needed basis for various projects throughout the County to the following firms, listed in alphabetic order:

- Civil Engineering Consulting Services, Inc. (CECS)
- HDR Construction Control Corporation
- Infrastructure Consulting & Engineering, LLC (ICE)
- Mead & Hunt

with the understanding that funding is available in the Transportation Sales Tax fund.

Item F:

**Authorization to
Manage the
FY2025 "C" Fund
Program**

County Administrator Bill Tuten and Public Works Director Eric Adams provided a report regarding a request to approve authorization to Manage the FY2025 "C" Fund Program. It was stated that on September 10, 2024, the Charleston County Transportation Committee (CCTC) funded the FY 2025 "C" Fund Road Improvement Program.

**Request to
Approve**

As has been the practice for many years, County staff administers the funds, engineering design, contracts, and performs construction management services for the CCTC. County managed CTC project costs are reimbursed from funds appropriated for the projects. The CCTC has allocated \$12,277,971 for resurfacing various State, County, and Municipal roads and an additional \$5,666,756 for construction of the projects listed in the attached spread sheet titled "Charleston CTC FY 2025 Recommended Project Funding". Other construction projects, not listed on the attached sheet, may be selected at the discretion of the CCTC at a later date should additional funds become available.

"C" Funds are derived from state gasoline user fee which is deposited in the County Transportation Fund to be allocated to all counties within the state. "C" Funds are apportioned to each County in the following manner:

1. One-third based on the ratio of the land area of the county to the land area of the state,
2. One-third based on the ratio of county population to state population as determined by the latest ten-year census, and
3. One-third based on the ratio of rural road mileage in the county to rural road mileage in the state.

The Charleston County Transportation Committee (CCTC) has accepted the responsibility to administer its funding in Charleston County with the daily responsibilities of the program being managed by County staff.

Department Head recommended that Council authorize the County Administrator, or his designee, to enter into necessary agreement(s) with the South Carolina Department of Transportation and others to enable County staff to carry out project design, contract administration, and construction management for the CCTC's FY2025 "C" Fund Road Improvement Program with the understanding that:

- The CCTC has allocated \$12,277,971 for resurfacing various State, County, and Municipal roads and an additional \$5,666,756 for construction of the projects listed in the attached spread sheet titled "Charleston CTC FY 2025 Recommended Project Funding".
- Other construction projects may be selected at the discretion of the CCTC at a later date should additional funds become available.

Item G:

**Central Park
Road Culvert
Replacement -
Utility Relocation
MOA with
Charleston Water
Systems

Request to
Accept**

County Administrator Bill Tuten and Public Works Director Eric Adams provided a report regarding a request to accept that Central Park Road Culvert Replacement - Utility Relocation MOA with Charleston Water Systems. It was stated that the Central Park Road Culvert Replacement Project is a County Transportation Committee project located on James Island, South Carolina and consists of drainage pipe crossing and road improvements. The funding sources for the project are an awarded SCIIP Grant, CTC, and the Drainage PW Capital Funds.

Charleston Water System (CWS) has existing water facilities within the project area that will require relocations and adjustments to accommodate the planned improvements. The relocation work will be performed in-contract by the County's awarded general contractor.

Per SC Code § 57-5-880, for a large public water utility or a large public sewer utility, the transportation improvement project shall bear all of relocation costs, including design costs, up to four percent (4%) of the original construction bid amount of the project. Should more than one large public water utility or large public sewer utility be required to relocate by the project, the total cost share of up to four percent under this section shall be divided pro rata among the large public water or public sewer utilities required to relocate under the project.

A Memorandum of Agreement between the County and CWS will detail the estimated construction bid amount as well as the estimated amount the County will contribute to the non-prior rights CWS utility work and the CWS's share of the cost. Note, that the estimated cost of the project may change once bids are received and a qualified bid is accepted. Once a construction bid amount is accepted and awarded, an addendum will be executed to allow for any change in the amount of funds to be accepted.

Department Head recommended that Council authorize the County Administrator to execute a Memorandum of Agreement with Charleston Water Systems for in-contract utility relocations and acceptance of funds to defray the cost of public water utility relocation associated with the Central Park Road Culvert Replacement.

**Sol Legare
Community
Safety Project -
State Budget
Appropriations**

**Request to
Accept**

Item H:

County Administrator Bill Tuten and Public Works Director Eric Adams provided a report regarding a request to accept the Sol Legare Community Safety Project - State Budget Appropriations. It was stated that in February of 2024, the County submitted a request to Representative Stavrinakis requesting \$4,500,000 in State funding for the engineering, right-of-way acquisition, utility relocation, and construction of a pedestrian safety improvement project on Sol Legare Road (S-632) from the intersection with Folly Road (SC-171) to the Public Boat Landing at the terminus of Sol Legare Road which would construct approximately 2.5 miles of 5-foot wide concrete sidewalk to improve pedestrian safety.

As part of the State's 2024-2025 General Appropriations Bill, \$1,000,000 was earmarked for the project to be provided through the South Carolina Department of Transportation (SCDOT). Before these funds can be disbursed, a Request for Contribution Distribution must be executed by the County and submitted to the SCDOT. After the funds have been disbursed, the County will need to complete and submit quarterly spending reports until the funds are fully expended. These reports will be made available for public review and inspection on the SCDOT website.

With the current project estimate of \$4,500,000 and the State only providing \$1,000,000, it is the intent of staff to submit a supplemental funding request for FY25-FY26 State funding and/or seek additional funding sources to cover the current shortfall.

Department Head recommended that Council authorize the County Administrator to execute a Request for Contribution Distribution with the South Carolina Department of Transportation (SCDOT) and acceptance of funds in the amount of \$1,000,000 for the Historic Sol Legare Community Safety Project with the understanding that the County will manage the project development and execution.

Item I:

**River Road &
Brownswood
Road
Roundabout -
State Budget
Appropriations**

**Request to
Accept**

County Administrator Bill Tuten and Public Works Director Eric Adams provided a report regarding a request to accept the River Road & Brownswood Road Roundabout - State Budget Appropriations. It was stated that in March of 2024, the County submitted a request to Representative Stavrinakis requesting \$5,730,000 in State funding for the engineering, right-of-way acquisition, utility relocation, and construction of an intersection improvement project on River Road (SC-54) at the intersection with Brownswood Road (S-1442) to convert the existing 3-leg, stop-controlled intersection to a roundabout in an effort to reduce congestion and improve safety.

As part of the State's 2024-2025 General Appropriations Bill, \$5,000,000 was earmarked for the project to be provided through the South Carolina Office of State Treasurer (STO). Before these funds can be disbursed, a Request for Contribution Distribution must be executed by County and submitted to the STO. After the funds have been dispersed, the County will need to complete and submit quarterly spending reports until the funds are fully expended. These reports will be made available for public review and inspection on the STO website.

With the current project estimate of \$5,730,000 and the State only providing \$5,000,000 it is the intent of staff to submit a supplemental funding request for FY25-FY26 State funding to cover the current shortfall.

Department Head recommended that Council authorize the County Administrator to execute a Request for Contribution Distribution with the South Carolina Office of State Treasurer (STO) and acceptance of funds in the amount of \$5,000,000 for the River Road & Brownswood Road Roundabout Project with the understanding that the County will manage the project development and execution.

Item J:

**Highway 61
Corridor
Improvements -
State Budget
Appropriations

Request to
Accept**

County Administrator Bill Tuten and Public Works Director Eric Adams provided a report regarding a request to accept the Highway 61 Corridor Improvements - State Budget Appropriations. It was stated that in February of 2024, the County submitted a request to Representative Brewer requesting \$5,860,000 in State funding to begin the preliminary engineering for transportation improvements on Ashley River Road (SC-61) from the intersection with Bees Ferry Road (S-57) to the intersection with Old Parsonage Road (S-729) in order to construct capacity enhancements, reduce congestion, improve safety, provide bicycle and pedestrian accommodations, and improve access to transit.

As part of the State's 2024-2025 General Appropriations Bill, \$2,000,000 was earmarked for the project to be provided through the South Carolina Department of Transportation (SCDOT). Before these funds can be disbursed, a Request for Contribution Distribution must be executed by the County and submitted to the SCDOT. After the funds have been disbursed, the County will need to complete and submit quarterly spending reports until the funds are fully expended. These reports will be made available for public review and inspection on the SCDOT website.

With the current project estimate of \$102,000,000 and the State only providing \$2,000,000, it is the intent of staff to submit a supplemental funding request for FY25-FY26 State funding and/or seek additional funding sources to cover the current shortfall.

Department Head recommended that Council authorize the County Administrator to execute a Request for Contribution Distribution with the South Carolina Department of Transportation (SCDOT) and acceptance of funds in the amount of \$2,000,000 for the Highway 61 Corridor Improvements Project with the understanding that the County will manage the project development and execution.

The previous item was the last item on the Consent Agenda.

The Chairman called for a vote on the motion, which carried.

The Chairman announced the next item on the agenda was the Vulnerability Draft Assessment Report presentation.

**Vulnerability
Draft
Assessment
Report

Presentatio**

Resilience Officer Karen Green introduced FernLeaf Consulting CEO Matt Hutchins, who presented a draft of the All-Hazards Vulnerability Assessment Report.

Project Approach

- Coordination with Chief Resilience Officer
- Workshops (8 in person - 7 virtual)
 - County Staff and Input
 - Community Focus Group
 - Department Heads
- Council & Committee Updates
 - Resilience & Sustainability Advisory Committee
 - County Council
- Staff Training
- Final Report & Brief



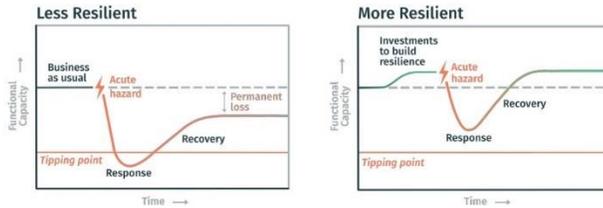
Steps to Resilience

- From the US Climate Resilience Toolkit (NOAA)
- Applied in State, regional, county, municipal planning
- Risk assessment and management framework
- Supported by resources and decision support tools



[toolkit.climate.gov](https://www.toolkit.climate.gov)

What is Climate Resilience?



People & Community Assets

Assets are the tangible things and intangible things people or communities need and value. This includes people, resources, ecosystems, infrastructure, and services.



Hazards

Events or conditions that may cause injury, illness, or death to people or damage assets.



Current and Future Flooding (Tidal, Coastal Surge, Riverine, Stormwater) Extreme Heat Wildfire Earthquake High Winds

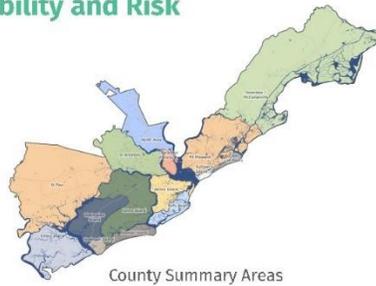
Flood data sources include: USGS, FEMA, NOAA, Woodwell Research Center)



All three homes are **exposed** to flooding, but their level of **vulnerability** varies.

Quantified Vulnerability and Risk

- Report provides vulnerability and risk data and a summary of findings
- County-wide for all hazards and community assets
- 15 individual planning area summaries



Multi-hazard Findings

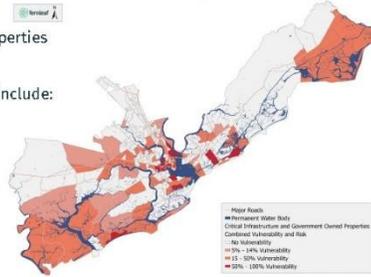
- More than 35,000 properties are vulnerable to high wind due to structures constructed before wind-design requirements
- More than 5,000 properties are in zones susceptible to earthquake. About half of these were constructed before the 1886 earthquake.
- About 18,000 properties are vulnerable to potential for wildfire
- Many community assets have multi-hazard vulnerabilities (especially for flooding, wind, earthquake)
- Road access is a critical vulnerability for flooding and wildfire
- The 20-yr flood vulnerability is close to that of the 100-yr flood vulnerability

Assessment: Critical Infrastructure & 20-yr Flooding (USGS)

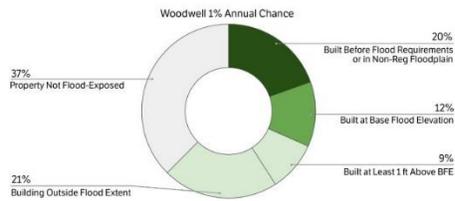
14% of critical infrastructure properties are **vulnerable** county-wide

Example types of infrastructure include:

- Schools
- Communications
- Police/Fire/EMS
- Hospitals
- Pump/lift stations



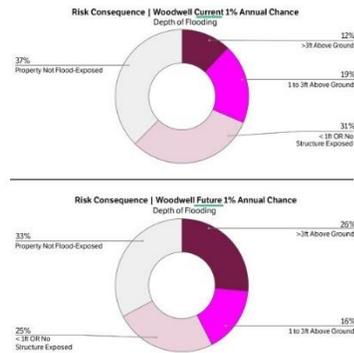
Key Takeaway: Flood Vulnerability Outside of Regulatory Floodplain



20% of all properties in the County are not elevated.

Key Takeaway: Future Flooding Will Increase in Severity

The number of properties with potential for 3 ft of flooding will **more than double** with 2.5 ft of sea level rise.



Next Steps

- Building awareness: identifying and communicating vulnerabilities
- Opportunity to incorporate the assessment into planning initiatives.
- Continued engagement with community leaders and focus group.
- Use of assessment for grant applications and funding opportunities.
- Project in County selected by the Climate Smart Communities Initiative for Fernleaf to develop a Flood Mitigation strategy (at no cost to the County).

Preliminary Strategies and Actions

Whole-of-Government Approach

- Actions within existing plans, programs, operations
- New multi-benefit strategies
- Actions that target key vulnerabilities and match the scale of the issues
- Robustness in the face of future change



Preliminary Strategy Examples

Strategy 5: Extreme Heat Planning

Develop a heat education, warning, and response program with local agencies, community-based organizations, medical institutions, and state agencies.

Strategy 6: Resilience of County-Owned or Managed Properties

Enhance resilience of and through County-owned facilities and infrastructure.

Communicating Project Benefits

Example: Tidal flooding reduction from 3 check valves:

- 50% of Churches
- 20% of Public Housing
- 10% of Critical Facilities

Final Report and Resources

Mr. Middleton offered commendations to Mrs. Green and her team for this multi-faceted approach to mitigating this issue and the important work being done to seize opportunities that occur by allowing us to use the data compiled in order to go after funding opportunities to actively reduce our vulnerabilities.

The Chairman thanked Mrs. Green and everyone from the county who had participated in the study and working groups.

The Chairman announced the next item on the agenda was the CCHRA Houses.

**CCHRA Houses
Recommendation**

A report was provided by the Special Housing Committee under date of October 10, 2024, that it considered the information furnished by County Administrator Bill Tuten regarding the Charleston County Housing and Redevelopment Authority's desire to sell 30 houses.

The Special Housing Committee recommended that Council authorize staff and the County Attorney's office to pursue investigating the purchase of the 30 CCHRA homes.

Mr. Pryor moved to approve the committee recommendation, seconded by Mr. Boykin, and carried.

There being no further business to come before the Body, the Chairman declared the meeting to be adjourned at 5:45 PM.

Kristen L. Salisbury
Clerk of Council