

July 15, 1986

Regular Meeting, July 15, 1986

PROCEEDINGS OF COUNCIL

COUNCIL CHAMBER

Regular Meeting.

July 15, 1986.

The sixty-eighth meeting of the City Council of Charleston was held this date convening at 6:00 p.m.

Notice of this meeting and an agenda were sent to the local news media July 11, 1986. A notice of the meeting appeared in SATURDAY, July 12, 1986.

PRESENT

The Honorable Joseph P. Riley, Jr., Mayor; and, Councilmembers Gaillard, Kinloch, Richardson, Jefferson, Christopher, Scott, Ford, Berlin, Ader, Baker and Stephens 12.

The Mayor stated for the record that Councilmember Thomas, who was present at the Ways and Means meeting, which preceded this meeting of City Council, was on call at the hospital and had had to leave. He added that Councilmembers Gaillard, Berlin and Baker might have to leave this meeting early for pressing business commitments.

The meeting was opened with prayer by Councilmember Christopher.

The first order of business was a public hearing called for by the following advertisement which appeared in the News and Courier and The Evening Post of June 13 and 27, 1986 and in The Chronicle on July 2, 1986:

PUBLIC HEARING

The public hereby is advised that the City Council of Charleston will hold a public hearing beginning at 6:00 p.m., Tuesday, July 15, 1986, in City Hall, on the proposal that the Zoning Ordinance of the City of Charleston be amended in the following respects:

1. To zone 6.7 acres located west of the intersection of River and Murraywood Roads (TMS# 312-00-00-115) Diverse Residential (DR-6) classification. The property was annexed into the City of Charleston November 22, 1983 (1983-69) and reannexed March 11, 1986 (1986-17) and is owned by Eugene C. Santos.
2. To zone 2180 Pierpont Avenue (TMS# 353-03-00-75) Single-Family Residential (SR-1) classification. The property was annexed April 8, 1986 (1986-21) and is owned by Chief Reuben M. Greenberg.
3. To zone 825 St. Andrews Boulevard and Charlestowne Village (formerly St. Andrews Homes) (TMS# 418-10-00-36 and 106) General Business (GB) and Diverse Residential (DR-12) classifications. The property was annexed April 8, 1986 (1986-20) and is owned by A.V.E. Construction Company, Inc. and Cambridge Mortgage Service Corp.
4. To zone a .14 acre parcel of St. Andrews Homes (TMS# 418-10-00-33 and 34) General Business (GB) classification. The property was annexed April 29, 1986 (1986-25) and is owned by A.V.E. Construction Company, Inc., and Cambridge Mortgage Service Corp.
5. Ordinance Text Revision. Amendment to Section 54-36 of the Zoning Ordinance of the City of Charleston as it pertains to density calculations.

Interested persons are invited to attend and express their views. Extended presentations should be made in writing.

MARY R. WRIXON

Clerk of Council

Ms. Yvonne Fortenberry of the Department of Planning and Urban Development briefed City Council on the public hearing issues. The City Planning and Zoning Commission report pertaining to the public hearing issues is as follows:

TO THE MAYOR AND COUNCILMEMBERS, CITY COUNCIL OF CHARLESTON:

The City Planning and Zoning Commission has studied the following and recommends the following:

1) 6.7 acres located west of the intersection of River and Murraywoods Roads (TMS# 312-00-00-115). Request a zoning of Diverse Residential (DR-6). The property is owned by Mr. Eugene C. Santos, and was re-annexed by Ordinance Number 1986-17. The former zoning was Single-Family Residential (SR-1), (1984-98).

The Commission recommends a Single-Family Residential (SR-1) zoning.

2) 2180 Plerpont Avenue (TMS# 353-03-00-75). Request a zoning of Single-Family Residential (SR-1). The property is owned by Chief Reuben Greenberg, and was annexed on April 8, 1986, (1986-21). The County Zoning was Single-Family Residential (RS-10).

The Commission recommends approval.

3) 825 Saint Andrews Boulevard and Charleston Village (formerly Saint Andrews Homes) (TMS# 418-10-00-36 and 106). Request a zoning of General Business (GB) and Diverse Residential (DR-12). The property is owned by A.V.E. Construction Company, Incorporated and the Cambridge Mortgage Service. Corporation, and was annexed on April 8, 1986, (1986-20). The County Zoning was General Commercial (CQ) and Multi-Family Residential (RM-4).

The Commission recommends approval with the following conditions:

1) The commercial phase of this development is to be limited to 50,000 square feet of retail use, 30,000 square feet of office use, and 20,000 square feet of health club use.

4) .14 acres part of Saint Andrews Homes (TMS# 418-10-00-33 and 34). Request a zoning of General Business (GB). The property is owned by A.V.E. Construction and Cambridge Mortgage Service Corporation, and was annexed on April 29, 1986, (1986-25). The County zoning was General Commercial (CG).

The Commission recommends approval with the following conditions:

1) There be only one point of access from Highway 61.

2) The restrictive covenants for Number 3 are to be expanded to include this property.

5) Ordinance Text Revision. Request consideration of an amendment to Section 54-36 of the Zoning Ordinance of the City of Charleston as it pertains to density calculations.

The Commission recommends approval.

_____ Ms. Fortenberry briefed City Council on the first public hearing issue which dealt with the zoning of 6.7 acres located west of the intersection of River and Murraywood Roads (TMS# 312-00-00-115). She stated that this property was reannexed to the City of Charleston and that it had been previously zoned by the City. Because it was reannexed, she said, it was necessary to rezone it. She noted that the property had been advertised for a DR-6 zoning classification, but prior to the matter going to the City Planning and Zoning Commission, the owner decided that he wanted an SR-1 zoning. The commission recommended SR-1 zoning for the property, as did the Planning staff.

Ms. Fortenberry added that the Department of Traffic and Transportation had asked that the City obtain a ten-foot easement along Murraywood Road to provide for future widening of the road. She said this could be done either through a restrictive covenant, or the ten-foot easement could be requested at the time the owner came in for a subdivision.

No questions were asked by the Councilmembers. No citizen indicated a desire to speak for or against this rezoning issue. The Mayor declared this portion of the public hearing concluded.

The Mayor then asked Ms. Fortenberry if a specific recommendation from City Council was needed and how she thought this matter should be handled. Ms. Fortenberry stated she felt the Planning staff could work with the owner, Mr. Santos, at the time of subdivision.

Councilmember Berlin pointed out that Mr. Santos should know of the City's intent ahead of time and the Mayor asked Ms. Fortenberry if Mr. Santos was aware of this. She replied that there had been some initial discussions with Mr. Santos, but there was a large Commissioners of Public Works' pump station on some of Mr. Santos' property and Mr. Santos had already given the CPW an easement. The matter of the ten-foot easement had been referred to the CPW to get their opinion, she said, and at this time she had

not talked to them. The Mayor recommended that City Council approve the zoning as recommended by Ms. Fortenberry with the request that prior to City Council's next meeting, Ms. Fortenberry meet with Mr. Santos and explain to him that in the site plan and subdivision review, the City would require the ten-foot easement. If there were any problems with that, the problems should be brought back to City Council before second reading of the bill.

Mr. Berlin stated his reason for raising this question was that he did not want "to throw a surprise" on the property owner.

Councilmember Richardson moved for adoption of the Mayor's suggestion that Mr. Santos' property be zoned SR-1 as recommended by the Planning staff, with the proviso mentioned above by the Mayor. Councilmember Berlin seconded the motion. The motion carried.

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT A 6.7 ACRE PARCEL (TMS# 312-00-00-115) LOCATED WEST OF THE INTERSECTION OF RIVER AND MURRAYWOOD ROADS, JOHNS ISLAND, ANNEXED INTO THE CITY OF CHARLESTON NOVEMBER 22, 1983 (1983-69) AND REANNEXED MARCH 11, 1986 (1986-17) BE ZONED DIVERSE RESIDENTIAL (DR-6) CLASSIFICATION.

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

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

A 6.7 acre parcel (TMS# 312-00-00-115) located west of the intersection of River and Murraywood Roads, Johns Island.

Section 2. That the said parcel of land described above shall be zoned Diverse Residential (DR-6) classification.

Section 3. This ordinance shall become effective upon ratification.

_____ Ms. Fortenberry briefed City Council next on the matter of zoning 2180 Pierpont Avenue (TMS# 353-03-00-75), owned by Police Chief Reuben M. Greenberg. She pointed out that this property was located in a single-family area and the application was for a single-family zoning

classification. It had been zoned single-family when it was in the County. The City Planning and Zoning Commission recommended this property be zoned SR-1 and the Planning staff concurred with the recommendation.

No questions were asked by the members of City Council. No one present indicated a desire to speak for or against this zoning matter. The Mayor declared this portion of the public hearing concluded.

Councilmember Richardson moved for adoption of the City Planning and Zoning Commission's recommendation and that the subject property be zoned SR-1 classification. Councilmember Gaillard seconded the motion. The motion carried.

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTY KNOWN AS 2180 PIERPONT AVENUE (TMS# 353-03-00-75) ANNEXED INTO THE CITY OF CHARLESTON APRIL 8, 1986 (1986-21) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

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

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

2180 Pierpont Avenue (TMS# 353-03-00-75)

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

Section 3. This ordinance shall become effective upon ratification.

_____ The next two items on the public hearing agenda were considered together. These matters pertained to the zoning of 825 St. Andrews Boulevard and Charleston Village (formerly St. Andrews Homes) (TMS# 318-10-00-36 and 106) as well as a .14 acre parcel of St. Andrews Homes (TMS# 418-10-00-33 and 34).

Ms. Fortenberry pointed out that this property was located along Highway 61, Magnolia Road and Sycamore Road. The property consisted of approximately fifty (50) acres and was the site of the former St. Andrews Homes. She explained that the recommendation was for approximately ten (10) acres along Highway 61 and Sycamore Road to be zoned General Business (GB), and the back portion of the property to be zoned DR-12, which was compatible with its former county zoning of RM-4.

Ms. Fortenberry stated it was recommended that several conditions be placed on the property and the developer had agreed to those conditions. One condition was that in the General Business section (approximately ten acres) the uses be broken down to no more than 50,000 square feet of retail use (no more than 30,000 square feet for office use and no more than 20,000 square feet be allocated to a health club planned for this site). In addition, she said, it had been requested that there be only one point of access on Highway 61 due to the small frontage at that particular location. Another condition was that a 25-foot wide and 6-foot high landscaped buffer be left or planted along the perimeter of the property next to the adjacent neighborhood and that there be a similar buffer between the commercial and residential development.

Ms. Fortenberry explained that this basically would be a "Planned Unit Development" type development using restrictive covenants. The plans call for a community retail center on Highway 61, an elderly development on Sycamore Road, a single-family development in the area closer to Magnolia Road, and multi-family around the perimeter.

In response to a question asked by the Mayor, Ms. Fortenberry stated that her presentation had included the properties in both the third and fourth items on the public hearing agenda. She added that it was proposed there be one set of restrictive covenants for this entire development. The reason the property was separated, she explained, was that initially one part was annexed and later the smaller lots were annexed.

Councilmember Ader commented on the great improvement that would take place on the subject parcel of land as compared to what has been there. She was especially glad to learn of the buffer requirement.

Councilmember Berlin asked if the Traffic and Transportation Department had been consulted on the effect traffic from the proposed development would have on Highway 61 which was already congested at times. He felt if turn lanes would be necessary that this should be taken care of ahead of time.

Howard R. Chapman, Director of the Traffic and Transportation Department, stated that one of the things his department required was a single access from the property into Highway 61 and that there be access on Sycamore Road, which is signalized at the intersection. He pointed out that Highway 61 in this area was fairly wide and had a parking lane. The department, he said, was suggesting that a turn lane be provided where that parking lane existed.

In response to a question asked by Councilmember Stephens, Mr. Chapman stated there would be access to this property from Highway 61 and from Sycamore Road. Councilmember Stephens asked for confirmation that there would be two access points. Ms. Fortenberry stated there would be one on Highway 61 and probably more than one on Sycamore Road. The Mayor felt there would be one access for the commercial use on Highway 61. Separated from that he pointed out, would be the residential section which would probably have to have access on Sycamore Road.

Councilmember Stephens stated his concern was how much more Sycamore Road could stand. He pointed out that this was a very narrow right-of-way and there was a day care center, a post office which

generates a considerable amount of traffic, and on the Magnolia Road end, there is some type of health facility. He added that traffic backs up on Sycamore Road at the stop light where there are two service stations, one on each corner.

Ms. Fortenberry stated that one thing that would be assessed was possible access onto Magnolia Road. She stated the planning staff had talked to the developers about that. One of the developers' concern was that this would be a private community and they were thinking of having security gates. They were not sure they wanted to have access onto Magnolia Road for that reason.

Councilmember Stephens expressed a preference for this development's traffic flow into Highway 61 and/or Magnolia Road rather than into Sycamore Road. Ms. Fortenberry stated the planning staff would look at that when the developers brought in their site plan.

The Mayor commented that the proposed development was going to be a wonderful development. He pointed out that several pieces of property were being tied together making a more attractive development, certainly a very substantial addition to the tax base, and a very high-quality development. He expressed pride that the developers sought to annex this property into the City.

There were no further questions or comments by the Councilmembers. No one present indicated a desire to address City Council on this proposed development. The Mayor declared this portion of the public hearing concluded.

Councilmember Richardson moved for adoption of the City Planning and Zoning Commission's recommendation and that a bill to so zone the property be given first reading. Councilmember Kinloch seconded the motion. The motion carried. Councilmember Gaillard abstained from discussing or voting on this matter.

The following two bills received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTY KNOWN AS 825 ST. ANDREWS BOULEVARD AND CHARLESTOWNE VILLAGE (FORMERLY ST. ANDREWS HOMES) (TMS# 418-10-00-36 AND 106) ANNEXED INTO THE CITY OF CHARLESTON APRIL 8, 1986 (1986-20) BE ZONED GENERAL BUSINESS (GB) AND DIVERSE RESIDENTIAL (DR-12) CLASSIFICATIONS.

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

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

825 St. Andrews Boulevard and Charlestowne Village (formerly St. Andrews Homes) (TMS# 418-10-00-36 and 106)

Section 2. That the said parcels of land described above shall be zoned General Business (GB) and Diverse Residential (DR-12) classifications.

Section 3. This ordinance shall become effective upon ratification.

_____ A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT A .14 ACRE PARCEL OF ST. ANDREWS HOMES (TMS# 418-10-00-33 AND 34) ANNEXED INTO THE CITY OF CHARLESTON APRIL 29, 1986 (1986-25) BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION.

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

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

A .14 acre parcel in St. Andrews Homes (TMS# 418-10-00-33 and 34)

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

Section 3. This ordinance shall become effective upon ratification.

_____ Next, Ms. Fortenberry briefed City Council on the proposed revision to Section 54-36 of the Zoning Ordinance as it pertains to density calculations.

She explained that this amendment would define "High ground". She stated that in the zoning ordinance reference was made to a "density per acre" as well as to "High ground". It was concluded that a definition of "High ground" was needed.

In addition, she said, it was felt that clarification was needed as to how density was calculated and that it be defined as "the calculation of the minimum lot area per family in square feet shall be based only on such part of the lot or tract of land that is deemed to be high ground." Ms. Fortenberry stated that this would clear up questions that might arise as to whether density applied to marsh area. She stated that it had not been the City's policy to do that but there was no statement to this effect in the zoning ordinance. She explained that this classification was needed now that the U.S. Corps of Engineers had come out with new regulations regarding wetlands.

Councilmember Gaillard said he had had some recent dealings with the Corps of Engineers' new regulations. Basically, he said, the Corps of Engineers say that anything that holds water is a wetland. It seemed to him, Councilmember Gaillard said, that if a developer puts in lagoons or lakes on a piece of property, the City should not exclude the area they take up when determining the density that could go on that piece of property. He thought the City should only exclude marshlands in its calculations on density. He felt the definition of "wetlands" was too broad and needed more study.

The Mayor felt Councilmember Gaillard had made a very good point. He stated that the information and regulations from the Corps of Engineers was so fresh that it was difficult to know yet their full impact.

Councilmember Gaillard recalled from reading the newspaper that the Corps of Engineers recently took the position that a substantial portion of the McNair property in North Charleston was "wetlands", and he pointed out that there was no marshland there.

Councilmember Gaillard stated another problem was that although the Corps of Engineers' regulations have certain definitions, they have not yet developed any maps, so it was difficult to determine exactly what they consider wetlands, and it could be subject to interpretation.

Ms. Fortenberry stated that what the planning staff could do, before any new development was brought to the City's attention, was to first go to the Coastal Council and to the Corps of Engineers which would designate those areas before the City actually reviews the development plans.

Councilmember Gaillard stated that the new regulations were very controversial. Before City Council adopted them by reference in the zoning ordinance, he said, he would like to have a chance to look into them further. He felt City Council should go ahead and receive public input on this agenda item, after which he said he would ask for a thirty-day deferral. This, he added, would give him an opportunity to meet with the planning staff to discuss this issue.

Councilmember Ader stated that there were areas in and around the City that had always been a foot under water. She complained that Coastal Council would not consider such areas as wetlands. Councilmember Gaillard stated that while the Coastal Council would not, the Corps of Engineers would. The Mayor said this was a very interesting new development and that he certainly applauded the interest in interior wetlands, because they have very important environmental benefits.

Elaborating on Councilmember Gaillard's earlier statement, the Mayor proceeded to say that marsh was easily visible because it was always open. One did not find marsh encircled by woods. Wetlands, on the other hand, could be a little depression or an interior lot, or a large depression, or just a series of low areas. Everyone basically knows what "marsh" is, he stated, however, he did not believe there was an understanding yet as to exactly what the term "wetlands" means.

Councilmember Stephens asked whether an area designated "wetlands" would be included in the density of a development.

Councilmember Ader mentioned as an example of her earlier remark, property on Howle Avenue that was being filled in. This property, she said, had been under one and two feet of water for many years and looked like swamp land. She said she had never understood why this land was being filled in because she had thought this was wetlands and could not be filled in.

The Mayor believed the proposed ordinance was a wonderful idea. Since it was such a dynamic area, he felt it would not hurt for this matter to be studied for thirty days just to make sure its implications were fully understood.

Councilmember Stephens pointed out that if the bill were given first reading this evening, it would have to lay over for thirty days since City Council's next regular meeting was scheduled for August

19th. Councilmember Gaillard stated he had no objections in that case to the bill being given first reading this evening.

No citizen present indicated a desire to address City Council either in favor of or against this issue. The Mayor declared the public hearing concluded.

On motion of Councilmember Stephens, seconded by Councilmember Ford, City Council voted to adopt the City Planning and Zoning Commission's recommendation and that first reading be given to the proposed ordinance to amend Sections 54-2 and 54-36 of the zoning ordinance.

The following bill received first reading:

A BILL

TO AMEND SECTION 54-2 OF THE CITY OF CHARLESTON ZONING ORDINANCE (DEFINITIONS) AND SECTION 54-36 (HEIGHT AND AREA REGULATIONS).

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

Section 1. Section 54-2 of the City of Charleston Zoning Ordinance is hereby amended by adding thereto, in alphabetical order, the following definition of the term "High ground":

"High ground such portion of a lot or tract of land that is either (1) not identified as a wetland pursuant to federal or state law or pursuant to any rules or regulations promulgated by the U.S. Army Corps of Engineers or the South Carolina Coastal Council; or (2) certified by both the U.S. Army Corps of Engineers and the South Carolina Coastal Council as being suitable and appropriate for development".

Section 2. Section 54-36 of the City of Charleston Zoning Ordinance is hereby amended by adding to the Schedule of Major Height and Area Regulations, which is a part thereof, a footnote numbered 12, which shall read as follows:

"12. the calculation of the minimum lot area per family in square feet shall be based only on such part of the lot or tract of land that is deemed to be high ground."

The number "12" shall be delineated on the Schedule of Major Height and Area Regulations after the word "unit" in the category entitled "Minimum Lot Area per Family in Square Feet-Type Dwelling Unit" so as to reference the text of footnote 12 added to said Schedule by this Ordinance.

Section 3. This Ordinance shall become effective upon ratification.

_____ The Citizen Participation Period followed:

First to address City Council was Mrs. Linda Miller, a volunteer swimming instructor working with the City's Department of Recreation. Mrs. Miller praised the great and necessary work the City was providing the community through its three pools, as well as City Council's support. She praised the cleanliness of the pools, which she added were well staffed.

Mrs. Miller addressed the large-percentage problem of non-swimmers in the community, despite the availability of Red Cross swimming lessons at the City's pools at a nominal cost. She stated that many persons believe they cannot learn to swim, and then explained that earlier this summer the City's Department of Recreation took thirty non-swimming children, who were members of a local soccer club, and taught them to swim in a ten-day Red Cross course. These children not only learned to swim, but learned to swim well. They learned enough safety and rescue measures, Mrs. Miller stated, to help themselves and other swimmers in trouble.

She proceeded to say that Mark Blatchford, Director of the Recreation Department, and Vernon Smalls just instituted a "learn to swim for free" program, where children can have free swimming lessons for a week. She added that Messrs. Blatchford and Smalls are very committed to reaching as

many non-swimmers as possible, and more children are signing up. However, because two of the pools are only open for two-and-a-half months, they can only reach a small number of children and adults compared to the number of persons in the community who do not swim, Mrs. Miller said.

She asked City Council's assistance in two ways. The first was that the pools be kept open longer in May and September, and to work out some type of agreement with the Charleston County School District so that the children who attend school right across the street could use these facilities during the school day.

Her second request was that Herbert Hasell Pool be covered. She noted that Forest Park pool was covered and used very effectively all year long. She pointed out that when the Herbert Hasell pool was constructed the foundation was laid so that it could be covered very easily.

Mrs. Miller concluded her remarks by urging City Council to consider her requests, which she felt would stop needless tragedies and also give the children in the community a chance to enjoy summer sports.

A brief period of discussion followed Mrs. Miller's presentation. The Mayor stated that a few years ago the City and the School District entered into an agreement such as the one suggested by Mrs. Miller and that he had made a note to follow up on that right away.

No objection was expressed to Councilmember Ford's request that City Council consider two items on the agenda during the Citizen Participation Period. The two items consisted of Councilmember Ford's request that a letter be sent from the Mayor and City Council to Senators Hollings and Thurmond and Congressman Harnett on a request from the Radcliffeboro and Uptown Neighborhood Councils that the St. Philip Street Post Office remain open as a substation; and his request for discussion on drainage as requested by the Radcliffeboro and Uptown Neighborhood Councils.

Thomas McFall, President of the Radcliffeboro Neighborhood Association, stated that in a joint effort with the Uptown Neighborhood Association was asked that the Mayor and City Council write a letter to Senators Thurmond and Hollings and Congressman Harnett to ask them to keep open Post Office Station A, on St. Philip Street, to continue service to the neighborhood. He stated when the new post office is opened on East Bay Street, the federal government plans to close the post office on St. Phillip Street. The St. Philip Street post office, he said, is an integral part of the neighborhood and it would work a hardship on many of the residents of the neighborhood to have to go across town to take care of their postal service needs. In many instances, he added, an economic hardship would be experienced by many of the neighborhood's residents, including the elderly and the handicapped.

Councilmember Ford noted that the St. Philip Street post office serves approximately 10,000 persons in the peninsula city. Mr. McFall stated the persons he was representing proposed that if the Postal Service still intended closing the St. Philip Street post office, they would ask the Postal Service to declassify it to a "substation" which would not curtail the postal service but would just be another classification.

Ms. Heidi Brown spokesperson for the Radcliffeboro Neighborhood Association stated her neighborhood was very concerned with the "Radcliffe Place" being developed by DeStefano-Rugheimer Construction Company. The residents of the neighborhood have spent a considerable amount of time, she said, trying to address the drainage problems and concerns because of this development. They have been very unsuccessful and frustrated, she explained, because they have been unable to find anyone with the authority to handle problems and complaints by the general public. She stated that a motion was passed at a Radcliffeboro Neighborhood

Association meeting to provide a forum for the general public. She stated that in addition to Radcliffe Place, the neighborhood was also concerned about Harleston Green and where to voice their complaints.

The motion adopted by the Radcliffeboro Neighborhood Association is as follows:

"That a body or forum such as the Technical Review Committee be opened to the public so concerned citizens can address the potential effects of drainage and grading problems created by proposed development to existing developed areas. That if any potential detrimental effects to existing areas by future development are found to be present, that this created body shall have the authority to deny or defer approval until further studies have been conducted."

No one else indicated a desire to address City Council during the Citizen Participation Period.

In response to Councilmember Ford's questions as to whether or not there would be a problem with Mr. McFall's request that the St. Philip Street post office be reclassified, the Mayor noted the presence of Postmaster David Wild who he felt could answer any questions on this subject.

Mr. Wild rose to explain that there were three ways of retailing postal products. One was through classified stations and branches; another was self-service postal centers; and, the third way was to contract post offices, which are operated in private businesses. He explained the manner in which each of these operated.

Mr. Wild stated if the request was to go from a postal operation to a contract operation, that would be a different classification. If the request was to keep the post office and it be run by postal employees as it was now, there would be no change in classification.

Mr. McFall elaborated on his suggestion that the St. Philip Street post office be declassified to a substation and that as a retired postal employee, he knew that it had been done in the past. His suggestion, he felt, was an option to maintaining that post office as a first class station. He had felt in order to keep it open under the postal service, it could be declassified as a substation.

Mr. Wild explained there was no difference in the different stations as long as they were operated by postal service employees. These, he explained, are called classified stations and branches. Some, he added, are smaller than others. Some, like the one in North Charleston, he said, are called "finance stations", as they have no carriers and are small retail operations.

Mr. McFall stated he was thinking of a substation that would have carrier service.

Mr. Wild proceeded to explain the reason for the change in Station "A" on St. Philip Street. He stated that to keep the federal courts at the Four Corners of Law, it was necessary to minimize the impact on the community and significantly reduce the size of the structure that was to be built behind the existing Post Office and Court House. One way to bring that about was to give up 75% of the first floor of the building on the southwest corner of Broad and Meeting streets to significantly reduce the size of the annex which would be built behind it.

He explained that all of the mail for Zip Code 29401 is delivered from the Broad Street post office and it would be necessary to move all of the carriers from the Broad Street location to provide the necessary space to the federal courts.

At the same time, Mr. Wild said, it was recognized that Station "A" was rapidly becoming overcrowded. It no longer had boxes to rent; the work room floor was congested, and the parking lot was "a mess". The postal officials decided, since it would be necessary to move the carriers out of the Broad Street post office building, to build a modern facility to serve the people who live north of Calhoun Street. He stated the City officials could attest that postal officials spent the better part of a year trying to find a location as close to the existing location as possible. He pointed out that about three acres of land would be needed for the new post office and that there are few parcels of land in the peninsula city that are of sufficient size to provide for a modern facility. At the end of approximately two years of searching, the postal officials located a piece of land on East Bay Street which is served by a four-lane street, with two-way traffic, and which is large enough to provide fifty-two on-site parking spaces for postal customers.

Mr. Wild said the site that was selected was not the ideal location. The computers had said the new facility should be at the corner of St. Philip and Calhoun streets to minimize travel time for all of the carriers in the peninsula city. However, the property at that location was the old Sears property and was not a feasible alternative.

Mr. Wild said he thought the post office would be interested in looking at the possibility of maintaining some kind of retail presence in the St. Philip Street area, possibly through a contract post office.

He elaborated on the various sites in the St. Philip Street area that were considered as possible sites and found to be not feasible. He repeated that while the location that the postal representatives selected was far from ideal, they felt it was the best selection for the postal customers. He said he wanted to go on record that the post office representatives are committed to providing all of the citizens of the peninsula city with convenient, courteous and efficient postal service.

Mr. McFall stated he appreciated Mr. Wild's remarks but at the same time he still felt an effort should be made to keep Station "A" open because there were so many thousands of people in that neighborhood who need that station. He pointed out there were many elderly, handicapped and persons with no transportation that needed a post office nearby.

City Council proceeded to the next item on the agenda which was a presentation on the South Carolina Marine Science Museum by Miss Rhett Wilson, of the Planning Department. Miss Wilson showed a ten-minute film which was compiled by volunteer time. The Mayor explained that David Grant, a gifted public relations specialist, gave his time as did a host of volunteers. Also involved with the preparation of the film were representatives of the Medical University of South Carolina, and other governmental agencies. The Mayor stressed that this film was a very professional effort, and that it was something which could have cost a considerable amount of money to purchase, and yet it was put together by volunteers.

Following the showing of the film on the proposed South Carolina Marine Science Museum, City Council considered the petitions and communications that were on the agenda.

The first matter concerned a discussion requested by Councilmembers Ader and Stephens on "responsibility for retention ponds".

Councilmember Ader stated that she and Councilmember Stephens had both been concerned over the same drainage problems which Councilmember Ford had brought up earlier. She felt the entire West Ashley area was being inundated with retention ponds. She wondered how many persons had made a day-by-day tour to see how the existing retention ponds were stagnating and mosquito-breeding along with the drainage ditches. She said she and Councilmember Stephens wanted to make sure the City in years to come was not saddled with the responsibility of taking care of the retention ponds.

The Mayor asked Councilmember Stephens if his understanding was correct that "retention ponds" were relatively new in this area. Councilmember Stephens replied that was the situation. The Mayor asked if this was something that had occurred in other areas and if it would be possible to find out from some other communities what they do about "responsibility" and other things concerning "retention ponds". Councilmember Stephens replied in the affirmative. He added that the engineering firm that made the City's study had done extensive work on this for the City of North Charleston, but the City of Charleston had never addressed "retention ponds" specifically. He said City Council adopted the study and reference was made to "retention ponds" but there were other parameters which he said he thought should be addressed. As an example, he said, a newspaper article stated Riverland Place on James Island had a 25-year pond, and that a development on Smith Street had a pond which would take care of a 5-year rainfall. But, Councilmember Stephens said, the Davis and Floyd study recommended 10-year downtown and 5-year for West Ashley. So, he

added, "we should be on the same wave length." That, he also said, was his first concern. His second concern

was who maintains retention ponds, who fences them, who maintains the liability insurance, and will a retention pond be treated as an easement. He thought these were questions the Corporation Counsel should address. He thought all of the parameters should be gotten in line both technically and legally, and then, he felt the City could go forward. He was concerned over some of the plats which had been signed off by the Engineering Division. He did not feel it was the staff's fault because they had no parameters to adhere to. These parameters, he felt, were very real and they were not unreasonable.

The Mayor offered to put together a City working group to study this problem and get a report back to City Council. Councilmember Stephens felt another alternative would be to refer the matter to the City staff or to the Committee on Public Works and Utilities, or to a special ad hoc committee.

Councilmember Stephens moved that the Mayor appoint an ad hoc committee to make a recommendation.

The Mayor said he would appoint to the ad hoc committee: George Aull, Director of the Department of Public Services; Dale Isom of Public Services; Yvonne Fortenberry of the Planning Department; and Frances Cantwell, Assistant Corporation Counsel. In response to the Mayor's question, Councilmember Stephens left it up to the Mayor whether or not to appoint some Councilmembers to the ad hoc committee. The Mayor then asked the staff group which he had just mentioned to get a report to City Council in sixty (60) days on several aspects of retention ponds, such as design, construction, maintenance, liability, mosquito and other insect problems, clean up, etc. He asked that the staff group also communicate with other cities, and with professional organizations with which the City is affiliated, and to see what the current national experience was on retention ponds.

Councilmember Stephens said he would like the staff group to be charged with addressing one specific thing that concerned him, i.e., can a retention pond be tapped onto a system that had already failed. He said that was the problem in Radcliffeboro, and in Ardmore. He said in his opinion it was not reasonable to tie onto a system that had already failed, but he added, he did not know whether he was right or wrong on this question.

Councilmember Ader added that there were retention ponds which were self-maintaining because fountains had been put in them. An example of this, she said, was in a condominium complex on Harbor-view Road where the retention pond was kept aeriated at no expense to the homeowners. She expressed concern over the condition of retention ponds on Stephan Drive which were not being properly maintained and which were becoming breeding grounds for insects.

The Mayor stated the point made by Councilmembers Ader and Stephens was excellent and well taken, and he assured them the staff would follow up on it. He asked that the committee submit its report to City Council by the second meeting of City Council in September.

Councilmember Ford asked if the ad hoc committee would be addressing the Radcliffeboro neighborhood's concerns. Councilmember Ader replied in the negative. The ad hoc committee would be discussing retention ponds.

The Mayor stated that the retention pond in Radcliffe Place was a swail in the driveway area that holds water. In other words, he explained, there would be a ponding somewhat on site. Councilmember Stephens added that the engineering study addressed this and he believed this was a good solution. He added, however, that as in all scientific things tangible and intangible it should have some parameters.

Next, on motion of Councilmember Jefferson, the minutes of City Council's June 24th meeting were adopted.

On motion of Councilmember Gaillard, seconded by Councilmember Richardson, City Council voted to accept the annexation petition of Edward H. Hagan, Jr. and Joyce B. Hagan. The property involved consisted of 2.8 acres of land located on Savage Road, north of Savannah Highway (TMS# 310-03-00-57, 58 and 59) in St. Andrews Parish. On the further motion of Councilmember Richardson, the following bill received first reading:

A BILL

TO PROVIDE FOR THE ANNEXATION OF 2.8 ACRES OF LAND LOCATED ON SAVAGE ROAD, NORTH OF SAVANNAH HIGHWAY (TMS# 310-03-00-57, 58, AND 59) IN ST. ANDREWS PARISH IN CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 10.

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

Section 1. Findings of Fact

As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

(a) Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, provides a method of annexing property to a city or town upon a petition by all persons owning real estate in the area requesting annexation.

(b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

(c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

Pursuant to Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, the following described property be and hereby is annexed to and made a part of the City of Charleston and is annexed to and made a part of present District 10 of the City of Charleston, to wit:

SAID property (2.8 acres, more or less) to be annexed is located on Savage Road, north of Savannah Highway, St. Andrews Parish, in Charleston County and is identified by the Charleston County Assessor's Office as TMS# 310-03-00-57, 58, and 59 (see attached map) and all adjacent public rights-of-way.

Section 3. This Ordinance shall become effective upon ratification.

_____ Next, on the agenda was a report from Corporation Counsel William B. Regan on "turn off lanes". Mr. Regan stated the issue that has arisen on several occasions was in the power of the City of Charleston to limit access (not only the location but the number) or perhaps deny access totally on one street where the City could only provide safe access to the public from a separate street. He was prepared to propose an amendment to the ordinance relating to the Department of Traffic and Transportation which takes care of some housekeeping provisions in Sections 19-36 and 19-38 of the City Code, and create Section 19-40 giving the Traffic Director, in consultation with the Technical Review Committee, the authority to limit or control access to a particular piece of property. After elaborating on the effect of the proposed ordinance, Mr. Regan stated there were some provisions in the zoning ordinance which needed to be reviewed to be sure the zoning and traffic aspects were consistent. He stated that between this City Council meeting and the August meeting, in consultation with the Planning Department and the Traffic Department, there might be recommended amendments to the bill which he was submitting this evening. In his opinion, City Council had the right to limit the number and location of curb cuts in order to protect the general public, and that the proposed ordinance would be the vehicle to do it.

Councilmember Stephens asked if the proposed ordinance addressed a problem his District was experiencing where a commercial enterprise has access onto a general highway and yet it had a fence "pushed down" and the cars from this business spill over and go through a residential neighborhood.

Mr. Regan said he did not think he had that particular problem or neighborhood in mind when he drafted the proposed ordinance, but he had that kind of problem in mind. The Legal Department was of the opinion, he said, that the proposed ordinance would allow the City to limit the type of access Councilmember Stephens referred to.

Councilmember Stephens asked if the City could stop automobile dealers from testing automobiles in

residential areas both those that have been repaired and new cars being driven by prospective customers. Mr. Regan said that he did not know the answer to that. He said he knew the City could control traffic on a street and offered to look into Councilmember Stephens' questions. Elaborating on this question, Councilmember Stephens said there was one dealer who flagrantly does this all of the time. He complained that they were speed testing the cars and he felt this created a safety hazard in the residential neighborhood. The Mayor asked Councilmember Stephens to give his secretary, Mrs. Jeanne Jeffcoat, the name of the business and said he would personally write the dealer a letter asking that he not test cars in the adjacent residential neighborhood.

On motion of Councilmember Richardson the following bill received first reading:

A BILL

TO AMEND SECTION 19-36 AND 19-38 OF THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA AND TO ADD TO SECTION 19-40 OF SAID CODE A NEW SUBSECTION (9) CONCERNING THE REGULATION OF VEHICULAR ACCESS TO CITY STREETS.

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

Section 1. Section 19-36 of the Code of the City of Charleston, South Carolina is hereby amended by deleting from the heading thereof the words "administration by Committee on Public Safety and Traffic" and by deleting from the body of said section the words "which shall be administered by the Committee on Traffic and Transportation of City Council" so that hereafter Section 19-36 shall read as follows:

"Sec. 19-36. Creation.

There is hereby established a Department of Traffic and Transportation."

Section 2. Section 19-38 of the Code of the City of Charleston, South Carolina is hereby amended by deleting from the last sentence thereof the words "of the Committee on Traffic and Transportation" and by substituting in their place and stead the words "of City Council" so that hereafter Section 19-38 shall read as follows:

"Sec. 19-38. Qualification of Director; appointment by Mayor.

The Director of Traffic and Transportation shall be an engineering graduate in the field of traffic and transportation or a person who has a minimum of five (5) years full time employment in traffic engineering and planning. He shall be appointed by the Mayor with the approval of City Council."

Section 3. Section 19-40 of the Code of the City of Charleston, South Carolina is hereby amended by adding thereto a new subsection (9) to read as follows:

(9) Notwithstanding any other provision of this Code, and regardless of the number of streets upon which a parcel of property may abut, to regulate, limit or condition the number or location of curb cuts or points of vehicular access to streets within the city, both existing and proposed, in order (1)

to provide a free, safe and efficient flow of traffic, vehicular and/or pedestrian, or (2) to assure protection to neighboring developments or residents from safety, noise or traffic hazards that may be, or are, created by proposed or existing vehicular accesses. The authority granted by this subsection shall be exercised in consultation with the Technical Review Committee.

Section 4. This Ordinance shall become effective upon ratification.

_____ Councilmember Ford next elaborated on the Radcliffeboro Association's request that the Technical Review Committee meetings be open to the public so that concerned citizens could address potential effects of drainage and grading problems created by proposed developments in existing developed areas. He felt this request was in order since the City emphasizes citizen participation at its City Planning and Zoning Commission and City Council meetings. He stated since the Technical Review Committee is a new concept, perhaps this aspect had been inadvertently overlooked.

The Mayor asked Councilmember Ford his opinion on referring the drainage suggestion to the Planning Department with the request that a recommendation be submitted to City Council by Council's next meeting. The Mayor added that he thought the idea of giving an opportunity for more public comments on drainage was an excellent suggestion. He thought City Council should ask the Planning Department to consider this recommendation and others as a way to accomplish that. One of the things about the Technical Review Committee, the Mayor said, was that it was an inter-agency committee and might need to meet quickly on small matters when there would not be sufficient time to give notice. He thought the recommendation should be considered, others should be locked at, and a recommendation should be submitted to City Council.

Councilmember Ford expressed agreement with the Mayor's suggestion.

Councilmember Stephens felt the term "Technical Review Committee" defines the committee's function. The committee is made up of staff persons who meet to make sure plans conform to the City's codes and regulations. He believed there was ample opportunity for the public to give input. He said "there is public input and there is technical input" and his opinion was that this suggestion should be weighed.

Councilmember Ford's understanding was that developers have permission to give input at a Technical Review Committee. Councilmember Stephens stated if developers had that opportunity, then he thought the public should also.

Ms. Fortenberry answered a question asked by Councilmember Ford by saying that the Technical Review Committee meets with each developer when there is a development of a certain size. The committee is made up of staff persons and they meet to inform the developer what the ordinance requirements are. It is not a public-type meeting and the pros and cons of the development are not discussed, she said. Just the code requirements are pointed out to the developer.

Councilmember Ader complained that development plans are approved by the engineering staff, the planning staff, and other staff persons, but the members of City Council "sit in total darkness" and do not know a thing about what is going on. She pointed out that many times a City Councilmember knows the background on a piece of property better than the staff members. She added this does not occur too often; however, she felt the City Councilmembers should be notified when the Technical Review Committee was going to meet with people from their Districts. She stated over the past eight or ten years the staff had been very good to her and had either sent the developers to her or called her and told her what was going on. Her district, however, is not as large as Districts 10, 11 and 12. She felt the Councilmembers from these Districts, in particular, should get in on the matters considered by the Technical Review Committee.

Councilmember Stephens stated if the developers had an opportunity to give input at a Technical Review Committee meeting, he thought the general public and Councilmembers should also. He said he had hoped and envisioned this committee as being one that reviewed all of the data with all

the departments giving input on whether or not a proposed development met all of the requirements.

Councilmember Scott, a member of the City Planning and Zoning Commission, stated that this commission relied heavily on the Technical Review Committee's recommendations. Sometimes problems arise because the public has not had an opportunity to furnish information and the commission's recommendation to City Council has been submitted without the benefit of public input. She believed if developers were allowed input at Technical Review Committee meetings, the public should be given the same opportunity.

Councilmember Ford asked Ms. Fortenberry why the Technical Review Committee meetings were not open to the public. Ms. Fortenberry replied that the Technical Review Committee was set up for the purpose of making it easier to move through the process of meeting with the staff. She explained that before the Technical Review Committee was created, a developer or a property owner would have to go through the Planning Department to find out what his requirements were; then, he would have to make a separate trip and meet with the Department of Traffic and

Transportation; it was also necessary to have a separate meeting with the Parks Department, if landscaping was involved; and a separate meeting with the Engineering staff was also necessary.

The purpose of the Technical Review Committee, Ms. Fortenberry went on to explain, was to get all of the City staff together with the developer to point out what the requirements were. The developer could then work out his plans and go back to the committee, which would check to make sure the developer met all of the requirements. This made the development process simpler and was an easier process for both the City and the developer. She pointed out that the committee's by-laws, which were approved by City Council, stated there would be no public input, and the discussion would be between the developer and the staff.

Ms. Brown stated that was the problem the Radcliffeboro Association ran into with the Radcliffe Place development. The neighborhood had no recourse. She said she was told countless times by the Board of Architectural Review that they were unaware of the drainage problems. When she did come forward, she said it was too late because the developer had already obtained permit approval. She questioned whether it was necessarily right to make it easier for the developer. She did not object to the City departmental requirements that a developer had to follow through in order to get permit approval for a project. She felt, however, there might be something inadvertently overlooked by the staff perhaps because they were unaware that a problem existed. If a developer met all the requirements set forth by the committee, she felt that developer had every right to refuse to meet additional requirements that were initially and inadvertently omitted. She pointed out that sometimes residents of an area would know things that were happening or existed, which the City staff would not be aware of. She believed it was important, before it was too late, to have some sort of citizen participation.

The Planning Department was then asked for a report on this matter by City Council's next meeting. The Mayor thanked Ms. Brown for her interest and participation.

The next item on the agenda was a recommendation from the Tourism Commission that Section 29-203 of the City Code be amended. Corporation Counsel Regan stated that the Tourism Commission wanted to limit touring vehicles from using the bricked portion of Church Street, from Water Street to South Battery.

Councilmember Gaillard stated the commission's recommendation was that all of the bricked streets be opened up with the exception of one. He stated some of the streets around the new convention center would be brick and no restriction would be placed on carriages using those streets.

On motion of Councilmember Jefferson, seconded by Councilmember Richardson, City Council voted to approve the Tourism Commission's recommendation.

The following bill received first reading:

A BILL

TO AMEND SECTION 29-203 OF THE CODE OF THE CITY OF CHARLESTON CONCERNING ROUTE LIMITATIONS FOR ANIMAL DRAWN TOURING VEHICLES.

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

Section 1. Section 29-203 of the Code of the City of Charleston is hereby amended by deleting therefrom Subsection (a) and substituting in lieu thereof a new Subsection (a) to read as follows:

"(a) The bricked portion of Church Street, from Water Street to South Battery".

Section 2. This Ordinance shall become effective upon ratification.

_____ Next, City Council received a letter dated July 2, 1986 from attorney Francis L.P. Varnwell, who on behalf of his client, Johns Island Communications, Inc., submitted a proposal for a non-exclusive cable television franchise to serve areas of Johns Island annexed to the City.

Corporation Counsel Regan stated that several years ago after the first annexation of Johns Island, the Committee on Public Works and Utilities approved a non-exclusive cable television franchise for Johns Island Communications, Inc. to service all of Johns Island. The matter was never sent to City Council. At the request of the cable company the matter was never pursued. Since then there have been substantial changes in the law regarding cable television regulations. Mr. Regan suggested that the request which City Council had under consideration be referred to the Committee on Public Works and Utilities.

Councilmember Ader asked if referring the matter to committee would hold up the company in any way. She had the impression the company was in a hurry to hear from the City. Mr. Regan answered that there were very few households on Johns Island within the City, and he did not think referring the matter to committee would cause any problems for the company. The Mayor felt because of the changes in the law, the City needed to move carefully on this request.

On motion of Councilmember Christopher, seconded by Councilmember Jefferson, City Council referred the Johns Island Communications, Inc. request to the Committee on Public Works and Utilities.

City Council next considered the Mayor's request set forth in a memorandum dated July 9, 1986 asking for City Council's concurrence on the appointment of Yvonne Fortenberry as Director of the Department of Planning and Urban Development. Councilmember Jefferson moved for approval. Councilmember Kinloch seconded the motion.

Councilmember Stephens stated he thought this was a very timely nomination and that it was a real pleasure to meet with a person like Ms. Fortenberry. He described Ms. Fortenberry as a person having a rare combination of "beauty and brains".

Councilmember Jefferson's motion carried.

City Council considered Ms. Fortenberry's request that the matter of rezoning a portion of Wagener Terrace be referred to the City Planning and Zoning Commission. Councilmember Ader so moved. Councilmember Christopher seconded the motion. The motion carried.

The following report of the Committee on Ways and Means was received:

TO THE MAYOR AND COUNCILMEMBERS, THE CITY COUNCIL OF CHARLESTON:

The Committee on Ways and Means recommends that City Council take the action described below on each of the following matters:

1) Allocation of Accommodations Tax Revenues to Three Cultural Entities Events, Shakespeare Festival, and Footlight Players: The Committee on Ways and Means has learned that it now appears the City's goal will be met, with a little bit to spare, on this year's accommodation's tax revenues. Though the City has not yet received the final check, receipt of it is expected shortly. It also appears that sufficient funds will be left over to enable the City to fund several of the entities from which this year the City had to withhold prior funding.

With that in mind, the committee has approved the Mayor's recommendation that a \$5,000 contribution be made from the accommodations tax revenues to each of the following three (3) cultural entities within the City, all of whom are providing substantial programming and, therefore, benefitting the City of Charleston, its residents, and the many tourist that utilize the City's theatre facilities:

(a) Events This new professional theatre company provided a springtime of enjoyment at the Dock Street Theatre. As a new company and as is the case of many art groups, they are having a hard time making ends meet even though attendance for the year was good.

(b) Shakespeare Festival The premiere of this festival will begin at the Dock Street Theatre within the next few days. Starting on a small scale, this art group has been trying to put together such a festival for a couple of years. Having this festival accomplishes many purposes. It occupies the theatre during the time of year when it is not normally very busy, and provides the City's summer tourists with an excellent opportunity to see good Shakespearean drama performed on our local stages.

(c) Footlight Players This community theatre group which has entertained our local citizenry for over fifty years has recently had substantial financial difficulties. This committee concurs with the Mayor's

feeling that this group which has been such an integral part of our community for so long deserves to be considered by City Council for some additional funding. Their long history of quality and sustained effort on behalf of our Charleston community should not easily be forgotten.

The Committee on Ways and Means understands that the Film Festival scheduled for 1986 may not, in fact, go forward until next year. If that is the case, the committee recommends that \$5,000 designated for the Film Festival be distributed between Events and the Shakespeare Festival.

2.) Lease or Sale of 729 East Bay Street and 2456 Remount Road: Interest has been expressed to the City concerning the sale or lease of 729 East Bay Street and 2456 Remount Road. The Committee on Real Estate has recommended that the City advertise for lease or sale these two parcels.

3) Condemnation of 14 Lames Court: As a part of the effort to stabilize and preserve our city neighborhoods, a committee of City personnel appointed by the Mayor has been surveying properties within the City that, due to their dilapidated and otherwise blighted condition, pose threats to neighborhood stability and security.

The property located at 14 Lames Court has been identified as one that required immediate action on the part of the City so that efforts can be undertaken to stabilize the property to avoid a public safety threat, and to preserve the property to curb its blighting effects on the neighborhood.

The owners of this property are currently residing in New York, and despite efforts on the part of the City to have the owners maintain the property, little cooperation has been forthcoming. Therefore, it is recommended that City Council exercise its power of eminent domain to acquire the property so that it can be saved and the neighborhood protected.

The Committee on Ways and Means submits herewith a resolution appointing freeholders for the condemnation of properties on the east side of Lames Court, Charleston, South Carolina for slum clearance and redevelopment work and recommends that City Council adopt this resolution. Also, submitted for City Council's consideration and approval is a Notice of Condemnation to William

Holmes, Jr., Edward Holmes, Kenny Fleming, Cherral Holmes, Merita Bine and Mohoco Financial Services, Inc. Approval of this condemnation is based on the study and establishment of the West Side Stragedy Area, copies of which were distributed to the members of City Council at the July 15, 1986 meeting of the Committee on Ways and Means.

4.) Parking Rights for 172 Meeting Street: In conjunction with the acquisition of the land where the Cumberland Street Garage now stands, the city, in 1978, entered into an Agreement with the owners of the building located at 172 Meeting Street that provided the owners of the building parking rights in the parking area to the rear of 172 Meeting Street and also some spaces in the Cumberland Street Garage.

The Agreement is a long term one, with the initial term spanning forty (40) years, with a right of renewal for an additional forty (40) year term. The current owners of 172 Meeting Street have sold the building and are seeking an acknowledgment from the City that the new owner succeeds to their parking rights under the 1978 Agreement. The Agreement and the negotiations surrounding it clearly contemplate an assignment in the event of a sale.

The Committee on Ways and Means recommends that City Council act on this matter as follows:

1. The City agrees to the assignment of the parking interests by the Pritchard firm to Hood.
2. The City reconfirms its obligation to level, pave, landscape, and maintain the parking lot behind 172 Meeting Street.
3. The City will agree to placement of dumpsters on a portion of parcel 1A so long as they don't adversely affect ingress, egress, and parking, or create a nuisance, and so long as the City of Charleston has the right to approve the location.
4. The City agrees that Hood will have an option to renew the parking agreement for an additional forty years for the nineteen spaces in the parking garage and the five parking spaces behind 172 Meeting, such rental to be at the going rate in the Cumberland Street garage, adjusted to every five years. The option to renew may only be exercised during the last year of the initial term.
5. The agreement to be entered into will continue the right of access by Hood, his agents, etc. through the Monsen and Debacker easement with the City and/or the public maintaining these rights of ingress and agrees as are provided in the Monsen and Debacker lease.
6. Should, for any reason, the Monsen and Debacker lease expire or be terminated, thereby freeing the additional fourteen spaces on lot 1A, then the City will reserve the option to either treat those spaces as public spaces to be leased by the City or to require Hood to move up to fourteen of his garage spaces to the surface lot.
7. The City will not exercise its option to renew the Monsen and Debacker lease at this time, but will agree to a provision that should it determine not to exercise its option, it will make a timely assignment during the first year of the lease term, assuming such right exists, to Hood so that he can exercise the option.
8. The City, should it decide to sell the property leased to Hood, will, during the term of the lease or any extension thereof, give Hood a right of first refusal to match the sole price of a bonafide purchaser within thirty days after notice to Hood.
9. Lastly, the City's agreement is subject to it being consistent with the terms of the agreements with First Trident entered into by the City and by the Pritchard firm.

5.) Sale of 14.533 acres by the City of Charleston to the United States Postal Service: The Real Estate Committee entertained the United States Postal Service's request that the City of Charleston sell to the Postal Service 14.533 acres located on U.S. Highway 52 and Highway 78. After several months of negotiations, the Postal Service has agreed to pay the sum of \$1.6 million for this property. The Real

Estate Committee believes this is an equitable amount and that it is the minimum amount that the City should consider as its selling price for the subject acreage. Based on the Real Estate Committee's recommendation, the Committee on Ways and Means recommends to City Council that it approve the attached Offer to Sell Real Property, and give first reading to a bill authorizing the Mayor to sign a deed and other pertinent documents associated with the closing of this transaction.

6.) Proceeds from the Sale of Rivers Avenue Property to the U.S. Postal Service: In connection with the above-mentioned sale of property to the U.S. Postal Service for \$1.6 million, the Committee on Ways and Means concurs with the Mayor's strong belief that funds like this should be spent for capital improvement projects and not simply put in the budget for operating expenses. The land represents an important capital asset and should be replaced by important permanent capital improvements.

The Committee on Ways and Means wishes to report that it has approved the subject funds to be allocated in the following manner, as recommended by the Mayor:

(a) Purchase lands for West Ashley Park (Highway 61 Expressway Recreation Park) . . . \$500,000

It will be recalled that the Recreation Master Plan which City Council commissioned to study the recreation needs of James Island and West of the Ashley recommended the development of a park on an approximately 60-acre site near the proposed Highway 61 Expressway. This site and the proposed development was reconfirmed in the Highway 61 Master Plan recently completed. This park will serve a very important and growing section of our City. It will be the largest park and playground of this nature that the City has. City Council will be keeping faith with the West Ashley citizens of our City and enhancing the quality of life of that area in the future.

(b) Purchase the lands for a park and playground on Johns Island \ \$100,000

As the City of Charleston proceeds with the annexation of Johns Island, it is very important to make sure that lands are set aside for parks and playgrounds. It is unfortunate that this was not done on James Island before it became developed. The City will be developing a land use plan for Johns Island in the coming year. It is anticipated a major recommendation will be that lands be set aside for parks and playgrounds. Because land is not yet that expensive on Johns Island, the committee believes that the sum

of \$100,000 will allow the City to acquire a very fine site.

(c) South Carolina Marine Science Museum \$1,000,000

The committee believes that the South Carolina Marine Science Museum will become one of this state's great assets and certainly one of the greatest resources in this community. It will be an educational facility of enormous value. Also, it will be a major environmental resource because it will explain in an interesting, enlightening and powerful way the great importance of protecting our environment in South Carolina, particularly our rivers, our swamps, our marshes, barrier islands, etc.

A lot of progress has been made in moving the South Carolina Marine Science Museum from an idea toward becoming a reality:

(1) Site An excellent site and one that is acceptable to the community has been identified. It is the land immediately north of the Dockside residential complex and immediately at the end of Calhoun Street. The City is working with the National Park Service and the concessionaire of the Fort Sumter Tour Facility. This site will house the Tour Boat Facility, a restaurant and the South Carolina Marine Science Museum. It will give to the Marine Science Museum a beautiful waterfront location and one that is accessible to the community.

(2) Program After a considerable amount of work and great involvement on the part of dozens and dozens of people and groups, a basic program has been developed for the Marine Science Museum, which presents a very educational and interesting facility.

(3) Design The City has received a grant from the National Endowment for the Arts for design competition and has narrowed the list down to five excellent teams comprised of national and local architects and will be selecting the designers in a charette competition on September 18-22, 1986. The National Park Service will be working closely with the City.

(4) Educational Development The City has been working with the State Department of Education, our local educational institutions and science teachers from public and private schools developing not only the program, but a curriculum for the schools that will be integrated with the Marine Science Museum, an on-site laboratory experience that is a part of the curriculum.

(5) Interest and Support of the Facility The City formed the Friends of the South Carolina Marine Science Museum and now has 1,000 members. This is a very active group; they have a number of committees, on-going programs, seminars, field trips and, of course, have been very involved in the development of the program. Additionally, the City has the State Advisory Committee which currently has 108 members who have been appointed by the members of the General Assembly. These are citizens from all sections of the state. The Committee has met several times and has an executive committee, as well as four co-chairmen and a finance committee. This is a very active and committed group that has been involved in the program development as well.

The City has developed a proposal for the State of South Carolina whereby the facility at a cost of approximately \$12 million to \$13 million would be supported two-thirds by the state and one-third by local and private contributions in terms of its original construction.

The committee thinks it is very important that the City set money aside to continue the momentum that has been developed in connection with the South Carolina Marine Science Museum and to add credibility to this project by showing that the City has invested in it. The committee concurs with the Mayor's belief that if we can leverage a portion of an idle tract of land on Rivers Avenue into creating the South Carolina Marine Science Museum, a major cultural and educational resource, it will be a major accomplishment and money very well invested.

The Committee on Ways and Means recommends City Council's concurrence on its approval of the above-mentioned allocation of funds.

7.) Trident Technical College: Peninsula Campus Drainage Improvements: At the June 24, 1986 meeting, the Committee on Ways and Means approved and recommended the sum of \$15,000 from Revenue Sharing Entitlement XVII, Street improvement Fund as the City's share of certain storm drainage improvements to serve Trident Technical College's peninsula campus. It was intended that this project be funded from the current year's Community Development Funds, from an appropriation from "Drainage Improvements". The committee on Ways and Means has authorized the sum of \$15,000 to be charged against the Community Development account and it recommends that City Council endorse its action.

8.) Westchester Park Ball Field Fencing: The Department of Parks received three (3) bids for the installation of ball field fencing at Westchester Park. The Committee on Ways and Means recommends that the low bidder, Glover Fence Company, be awarded the contract for \$4,488.00. The Parks Department has worked with Glover Fence at Westchester before and finds their work to be satisfactory. The Committee on Ways and Means recommends that the Mayor be authorized to execute the agreement so that this work may be performed right away.

9.) Broad Street Pole Replacement: The South Carolina Electric and Gas Company has investigated the installation of 16 union metal poles and 16-7500 lumen mercury vapor luminaires at the intersections of Broad and East Bay streets, Broad and Church streets, Broad and Meeting streets, and Broad and King streets. The poles and luminaires will be subject to approval from the power

company's Materials and Standards Department. The power company's estimated cost to install the above lights, remove 6-20,000 lumen mercury vapor lights and arms, install all duct and wiring to each light and control box, and install the bases for the new poles is \$42,044.41. The City will remove their old poles, traffic signals, old bases for the poles, and any wiring associated with traffic control and will install any new wiring associated with traffic control.

In addition to the above, in order to maintain uniformity with the similar proposed installations surrounding the Charleston Place Center, as agreed by the City, SCE&G Company will furnish unmetered service to the traffic signals and lights, and will assume ownership and normal maintenance responsibilities for the poles and lights, excluding traffic sign and associated wires and appurtenances upon installation. The City will assume extraordinary maintenance as described in our Murray Boulevard agreement.

Using projected revenue over 3.25 years as a credit against construction costs, the amount required from the City as a one time non-refundable contribution aid of construction is \$38,600.43. Also, the monthly lamp charges to the City will increase by \$45.44 per month.

The committee understands that SCE&G will engage the services of Anson Construction Company and SCE&G's construction crew to install the conduit and place the new poles for the mentioned \$38,600.43.

The Committee on Ways and Means has approved the request that funds be made available from Account 410-385 to finance this expenditure. The committee recommends that City Council endorse the committee's action.

10.) Operating Agreement between City of Charleston and the Charleston County Aviation Authority: The Committee on Ways and Means submits herewith the above-referenced agreement and recommends that the Mayor be authorized to execute the agreement on City Council's behalf. The area to be leased consists of approximately 80 square feet of enclosed space in the former taxi booth and approximately 35 square feet of covered pedestrian space attached to said taxi booth located on Charleston international Airport property near the former terminal building at the end of Aviation Avenue. The area used by the City of Charleston will be for the purpose of distributing food stamps. The agreement will run on a month-to-month basis at the option of the Charleston County Aviation Authority and by agreement of both parties. In return for the use of the facility, the City will pay during the term of this Agreement the amounts of \$100 per month which shall be made each month without demand in advance on the 1st day of each month, and pro rated for any partial month. The City will be responsible for all utilities, including provision of equipment for heating and air conditioning.

The Committee on Ways and Means recommends approval of this Agreement, and it also recommends that the Mayor be authorized to execute it on City Council's behalf.

11.) Tax Increment Financing Study: The City of Charleston requested proposals from consultants to prepare a study to determine the feasibility of financing public improvements in the Waterfront Park District with tax increment financing. Four proposals were received.

On July 2, 1986, a committee of two councilmembers, seven city staff members and legal counsel met to review the proposals. The committee recommended that the firm of Hammer, Siler, George Associates of Washington, DC be awarded a contract to prepare the report. Their fee for the study is a fixed fee of \$20,000 to include any and all expenses, such as travel, incurred in the preparation of the report. The report will be completed by August 15, 1986. Based on the City's previous experience with this firm, it is believed that the work will be completed in a professional and timely manner and also, their proposal was the low bid.

The Committee on Ways and Means concurs with their recommendation and asks that City Council approve a \$20,000 contract to Hammer, Siler, George Associates for the preparation of a feasibility

study supporting tax increment financing, and that the Mayor be authorized to execute the subject contract on City Council's behalf.

12.) Water Main Repair for Auditorium Anson Construction Company: The Committee on Ways and Means has approved payment to Anson Construction Company in the amount of \$5,500.23 for the emergency repair of a 6-inch water main at the Gaillard Municipal Auditorium. Funds for this expense will come from Emergency Expense Account GF-729-52A4. The committee recommends that City Council endorse the action taken by the Committee on Ways and Means on this matter.

13.) Minority Business Development Program: It will be recalled that the Minority Business Development Office (MBD) was established in September, 1985, to help insure minority vendor involvement and participation in government contracts and work throughout Charleston. Recently, the Minority Business Development Office applied for a grant through the U.S. Department of Commerce. One requirement for funding is a match from another source. The match of \$26,500.00 is what will be required. Funds are available from the 11th Year Community Development budget.

The program is now in its second year of operation and has established a good rapport with most of the agencies within the tri-county area. The office has been successful in promoting an environment that is conducive to the growth and development of minority firms. Since September, the Minority Business Development Office has been successful in obtaining contracts totaling \$1,484,400 for minority businesses. They have also been instrumental in securing contract opportunities for various businesses in the area. These total \$2,372,000.

These are some of the more significant accomplishments of the MBD Office to date. City Council's approval is requested for the allocation of funds to continue this very vital and worthwhile program. The Committee on Ways and Means recommends approval of the requested allocation of funds.

W. L. STEPHENS, JR., Chairman

W. FOSTER GAILLARD

JEROME KINLOCH

DANIEL L. RICHARDSON

HILDA HUTCHINSON-JEFFERSON

ARTHUR W. CHRISTOPHER

BRENDA C. SCOTT

ROBERT FORD

HENRY BETLIN

MARY R. ADER

STEVEN L. BAKER

JOHN D. THOMAS

JOSEPH P. RILEY, JR., Mayor

The report was adopted on motion of Councilmember Stephens.

The following resolutions were adopted:

A RESOLUTION APPOINTING FREEHOLDERS FOR THE CONDEMNATION OF PROPERTIES ON THE EAST SIDE OF LARNES COURT, CHARLESTON, SOUTH CAROLINA FOR SLUM CLEARANCE AND REDEVELOPMENT WORK

WHEREAS, it appears to the satisfaction of City Council of the City of Charleston, in furtherance of the public and corporate purposes of slum clearance and redevelopment work, that the properties hereinafter described are required; and

WHEREAS, it further appears appropriate that the properties hereinafter described be obtained by the City Council of Charleston pursuant to its statutory authority as set forth in S.C. Code, Section 5-7-50 (1976), as amended, and that two (2) freeholders be selected by the City Council of Charleston to sit on a board of freeholders to fix the value of the properties hereinafter described and determine any damages which may be due the landowners.

NOW, THEREFORE, BE IT RESOLVED that Winifred White and Theresa R. Price be selected as the freeholders to be appointed by the City Council of Charleston to determine the value of the land obtained.

The property to be condemned and hereinabove referred to is described in Exhibit A attached hereto and incorporated herein.

DONE and Resolved by the City Council of Charleston this _____ day of July, 1986.

Joseph P. Riley, Jr.

Mayor, City of Charleston

ATTEST: Mary R. Wrixon

Clerk of Council

EXHIBIT A

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the west side of Larnes Court, in the City of Charleston, State aforesaid, and known as No. 14 Larnes Court and also by the Plat No.34.

Measuring and Containing in the front on Larnes Court, thirty-six (36') feet, by ninety-seven (97') feet in depth; be the dimensions more or less.

Butting and Bounding to the north on Lands of John H. Smith; East on lands of _____; South on lands of Joseph Mitchell; and west by Larnes Court.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

NOTICE OF CONDEMNATION

TO: William Holmes, Jr., Edward Holmes, Kenny Fleming, Cherral Holmes, Merita Bine and Mohoco Financial Services, Inc.

YOU ARE HEREBY NOTIFIED that the City of Charleston, a Municipal Corporation, organized and existing under the laws of the State of South Carolina, requires and condemns for the valid public and corporate purpose of providing slum clearance and redevelopment work all that piece, parcel or track of land located in the City of Charleston, County of Charleston, State of South Carolina, described in Exhibit A attached hereto and incorporated herein by reference.

YOU ARE FURTHER NOTIFIED, that the City Council of Charleston has selected and designated the following freeholders to fix the value or assess damages by reason of the foregoing condemnation of said property:

Winifred White

Teresa R. Price

YOU ARE FURTHER NOTIFIED that within five days after the receipt of the above notice you are hereby required to select two freeholders for the purpose of assessing damages by reason of the foregoing condemnation, as required by Section 28-9-20, Code of Laws of South Carolina (1976). Upon your failure to do so, the City of Charleston will apply to the Clerk of Court for Charleston County for the selection of two freeholders, in accordance with the laws of the State of South Carolina.

WILLIAM B. REGAN

Corporation Counsel

City of Charleston

371/2 Broad Street

Charleston, SC 29401

FRANCES I. CANTWELL

Assistant Corporation Counsel

City of Charleston

P.O. Box 304

Charleston, SC 29402

(803) 577-6970

Charleston, South Carolina

July 15, 1986

A RESOLUTION

RESOLVED, that the Mayor be and he hereby is authorized and directed, for and in behalf of The City Council of Charleston, to execute and deliver under the corporate seal, attested by the Clerk of Council, an agreement which shall be substantially as follows:

OPERATING AGREEMENT

BETWEEN

CITY OF CHARLESTON

AND THE

CHARLESTON COUNTY AVIATION AUTHORITY

JUNE 25, 1986

CHARLESTON COUNTY AVIATION AUTHORITY

OPERATING AGREEMENT

WITH

CITY OF CHARLESTON

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CHARLESTON INTERNATIONAL AIRPORT

CITY OF CHARLESTON

OPERATING AGREEMENT

This Operating Agreement (hereinafter referred to as "Agreement"), entered into this _____ day of _____ 19_____, by and between the Charleston County Aviation Authority (hereinafter called "AUTHORITY"), as the governing body of the Charleston County Airport District, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina, and The City of Charleston, (hereinafter called "OPERATOR"), having its principal offices at City Hall, P.O. Box 652, Charleston, SC 29402.

WITNESSETH:

WHEREAS, AUTHORITY is owner and operator of Charleston International Airport (hereinafter called "Airport") located in Charleston County, South Carolina contiguous to Charleston Air Force Base (hereinafter called "Charleston AFB"); and

WHEREAS, OPERATOR is engaged in the business of distributing food stamps and desires to use certain areas and facilities owned by the AUTHORITY and acquire from AUTHORITY certain rights and privileges in connection with its use; and

WHEREAS, AUTHORITY has the right to permit use of property upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement in respect thereof; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. Definitions

The following words and phrases, wherever used in this Agreement shall, for the purpose of this Agreement, have the following meanings:

A. "Airport" means the land areas contiguous to Charleston AFB which are owned and operated by AUTHORITY and referred to collectively as Charleston International Airport.

B. "Airport District" means the Charleston County Airport District and which is the territory embraced by the County of Charleston, a political subdivision of the State of South Carolina created pursuant to Act No. 1235 of the Acts and Joint Resolutions of General Assembly of the State of South Carolina, Regular Session of 1970, as amended.

C. "Assigned Area" means the spaces used solely by OPERATOR for the conduct of OPERATOR'S business.

D. "Authority" means the Charleston County Aviation Authority, the governing body of the Airport District which is granted the responsibilities of exercising and performing the corporate powers and duties of the Airport District.

E. "Building" shall mean any manmade, abovegrade structure, including all projections or extensions therefrom, as well as any additions or changes thereto, and shall include garages,

outside platforms and docks, carports, canopies, eaves, and porches, and other structures that may be judged by AUTHORITY, at its sole discretion, to be a part of said Building. Bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fill, earth excavations, paving, ground cover, fences, signs and landscaping shall not be defined herein as Buildings.

F. "Capital Improvements" (1) the purchase of machinery, equipment or trade fixtures, (2) the planning, engineering, design, and construction of new facilities, or (3) the performance of any extraordinary, or (3) the performance of any extraordinary, nonrecurring major maintenance of existing facilities which may be acquired, purchased, or constructed by OPERATOR to improve, maintain, or develop the Assigned Area and any single item of which has a cost of \$5,000 or more and a useful life in excess of one year.

G. "Director" means the Director of Airports or such other person designated by AUTHORITY to exercise functions with respect to the rights and obligations of AUTHORITY under this Agreement.

H. "FAA" means the Federal Aviation Administration of the United States Government, or any federal agencies succeeding to its jurisdiction.

I. "Fiscal Year" refers to AUTHORITY'S fiscal year and means the twelve-month period commencing on July 1 and extending to June 30 of the following year.

J. "Improvements" shall mean walls, partitions, cabinets, counters, dividers, fences, gates, poles, flooring, ceilings, pavement, ditches, culverts, landscaping, heating, ventilation and air conditioning equipment, ducts and controls; lighting, electrical systems, furniture, fixtures and equipment including wall coverings, draperies, carpeting and decorative items to the building.

K. "Joint Use Agreement" means the Agreement for Joint Use of the Airport between the AUTHORITY and the United States Air Force dated February 20, 1985.

L. "Operating Agreement" means the Operating Agreement between the AUTHORITY and the OPERATOR consists of this instrument and the following documents, which are attached hereto, and by reference made a part hereof to the same extent as though copies were spelled out herein at length.

(1) Exhibit "A" Assigned Areas

M. "Operator" means City of Charleston.

N. "Property" shall include anything of material value that is real, personal, tangible or intangible.

O. "Rules, Regulations & Ordinances" means those lawful and reasonable rules, regulations, and ordinances which are not in conflict with this Agreement, promulgated by AUTHORITY for the orderly use of the Airport by both the Airlines and other Operators and users of the Airport as the same may be amended, modified or supplemented from time to time.

P. "Property Management Policy Statement" a policy adopted by the Aviation Authority April 16, 1982, for the management and administration of Airport property.

Q. "Project" the development, design and construction of a capital improvement.

ARTICLE 2

TERM

This Agreement shall be binding upon execution and continue for one month until 12:01 a.m., _____ and thereafter on a month to month basis at option of AUTHORITY and by agreement of both parties.

Either party may terminate this Agreement by providing thirty (30) days prior notice to the other party.

AUTHORITY is currently re-evaluating its Master Plan and contemplates a significant re-design of the facilities on and around the Assigned Area along with a re-designation of property uses in this area of the Airport. OPERATOR specifically acknowledges this and understands and affirms that this Agreement is temporary in nature and in fact. OPERATOR further affirms that it is actively seeking permanent facilities elsewhere.

ARTICLE 3

ASSIGNED AREA

For and in consideration of mutual promises herein, AUTHORITY hereby provides OPERATOR approximately 80 square feet of enclosed space in the former taxi booth and approximately 35 square feet of covered pedestrian space attached to said taxi booth located on Airport property near the former terminal building at the end of Aviation Avenue, hereinafter called "Assigned Area". The location of said area being designated on Exhibit "A" attached hereto and by this reference made a part hereof. (Note: Exhibit "A" attached to original copy of agreement.)

ARTICLE 4

USES & PRIVILEGES

Section 4.01 Scope of Privileges and Obligations

OPERATOR is hereby granted the following privileges and assumes the following obligations:

1. Use of the building for a food stamp distribution office and no other purpose.
2. Maintenance and upkeep of the Assigned Area.
3. Parking of two automobiles of OPERATOR or its employees and access for visitors to OPERATOR'S office on paved area adjacent to Assigned Area. OPERATOR agrees not to allow parking by its visitors or customers for more than time necessary to obtain food stamps and further agrees to discourage any loitering at or near its Assigned Area.
4. OPERATOR shall pay for all utilities as estimated by AUTHORITY.
5. It is expressly understood that no water or sewer connections are available in the Assigned Area and that OPERATOR shall accept the Assigned Area in "as-is" condition and shall make arrangements for any restroom or sanitary requirements at a location or place other than property of AUTHORITY.

Section 4.02 Purchasing

OPERATOR shall have the right to purchase personal property or services, materials and supplies used by OPERATOR from any person or company of OPERATOR'S choice. OPERATOR shall have the right to make agreements with any person or company of OPERATOR'S choice for services to be performed for OPERATOR which are incidental to the conduct of OPERATOR'S activities.

It is understood that if OPERATOR'S suppliers, contractors and furnishers of service exclusively use any portion of the Airport or facilities of AUTHORITY, then AUTHORITY may charge reasonable fees therefore.

Section 4.03 Disposal of Equipment

OPERATOR may dispose of its own equipment which has been replaced, amortized, or which is unnecessary provided that such right shall not be construed as authorizing the conduct of a separate business. OPERATOR shall not dispose of nor store damaged or unservicable equipment on the Assigned Area for extended periods causing an eyesore.

Section 4.04 Signage

OPERATOR may install and operate identification signs, posters, and graphics within OPERATOR'S Assigned Area; subject to the prior written approval of AUTHORITY; provided that such signs shall be:

- 1) substantially uniform in size, type and location
- 2) consistent with AUTHORITY'S graphic standards
- 3) and in compliance with all local laws and ordinances

Section 4.05 Lighting

No exterior lighting shall be directed upward or in the direction of the airfield. No neon, traveling, flashing or intermittent exterior lighting shall be used or installed.

Section 4.06 Electronic or Radio Interference

OPERATOR shall not cause or allow emission of electrical, electronic or radio emissions that may interfere, obstruct or adversely affect the operation or air navigation aids and airport radio communication.

Section 4.07 Parking

Parking of two automobiles of OPERATOR or its employees is provided as specified in Article IV, Section 4.01 (3).

Section 4.08 Vehicle Maintenance

OPERATOR shall not be allowed to perform maintenance or repair of vehicles owned by the OPERATOR or employees on the Assigned Area.

Section 4.09 Access

A. Subject to the provisions hereof, the Rules, Regulations, and Ordinances, and such restrictions as OPERATOR may impose with respect to its Assigned Area, AUTHORITY hereby grants to OPERATOR, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress, and egress to the Assigned Area.

B. The ingress and egress provided for above shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of OPERATOR that OPERATOR is not authorized to engage in or perform under the provisions hereof unless expressly authorized by AUTHORITY.

C. AUTHORITY shall have the right at any time or times to close, relocates, reconstruct, change, alter or

modify any such means of access provided for OPERATOR'S use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to OPERATOR and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. AUTHORITY shall suffer no liability by reason thereof and such action shall in no way alter or affect any of OPERATOR'S obligations under this Agreement.

ARTICLE 5

GENERAL USE OF ASSIGNED AREA

Section 5.01 Non-Interference with Utility Systems

OPERATOR shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, alarm system, fire hydrants, and hoses, if any installed or located on or within the Assigned Area.

Section 5.02 Duty to Report Malfunctions

OPERATOR shall report all malfunctions of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any installed or located on or within the Assigned Area to the AUTHORITY as soon as discovered.

Section 5.03 Hazardous Materials

OPERATOR shall not keep or store, flammable liquids within the enclosed portion of the Assigned Area, except in rooms or underground tanks especially constructed for such purposes in accordance with standards established by the National Board of Fire Underwriters, and approved by AUTHORITY from the standpoint of safety. Any such liquids having a flash point of less than 100° Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

No hazardous wastes or materials shall be stored on the property nor disposed of in any manner on the land, sewer system or any portion thereof.

Section 5.04 Garbage and Trash

OPERATOR shall remove all garbage or trash which it generates or which is caused to be generated by its operation, employees, customers or others associated with its operation.

Section 5.05 Reserved Rights and Privileges

All rights and privileges not specifically granted to OPERATOR in this Agreement shall be reserved by AUTHORITY.

ARTICLE 6

INSTALLATION OF IMPROVEMENTS AND DESIGN, ALTERATIONS AND REPAIRS

Section 6.01 The Project

OPERATOR will accept property and Assigned Area in "as-is" condition.

OPERATOR shall maintain the building and the Assigned Area and return to AUTHORITY in good condition at the termination of this Agreement, normal wear accepted. Replacement or remodeling by OPERATOR may be permitted with prior written approval by AUTHORITY.

All capital construction by OPERATOR will be completed within the time stated in the written approval given by AUTHORITY. Failure to complete the facilities and improvements within the stated period constitutes a default under this Agreement.

Section 6.02 Initial Improvements by AUTHORITY

AUTHORITY shall provide land with building and improvements in "as-is" condition.

Section 6.03 Installation by OPERATOR

OPERATOR shall, without cost to AUTHORITY commence and complete the installation of all improvements and trade fixtures as OPERATOR deems necessary including furniture, fixtures and equipment all of which shall be of high quality and meet all code requirements and be approved by the AUTHORITY in writing prior to installation.

Section 6.04 Improvements, Alterations and Repairs

OPERATOR shall in connection with the Assigned Area provide improvement, development and construction documents for all improvements, alterations and repairs. Once stamped "APPROVED" by the AUTHORITY, they shall become Exhibit "C" and attached hereto and be made a part thereof. All work shall be done in accordance with local ordinances and state laws.

OPERATOR shall make no alterations, additions, repairs, improvements to, or installations on the space assigned under this Agreement without the prior written approval of AUTHORITY, provided, however, that such approval shall not be unreasonably withheld. Any such alterations or improvements shall be without cost to AUTHORITY.

All construction and installation of improvements, repairs and alterations will be completed within the time stated in the written approval given by the AUTHORITY. Failure to complete the facilities and improvements within the stated period may constitute default under this Agreement.

All alterations and improvements other than moveable furniture, personal property, and trade fixtures shall become part of the realty. Title shall vest with OPERATOR upon completion until expiration or the termination of this Agreement as set forth in Article 2 or Article 15 at which time said title shall vest with AUTHORITY.

OPERATOR shall not remove or demolish, in whole or in part, any improvements made either by OPERATOR or by AUTHORITY, without the prior written approval of AUTHORITY. All improvements by AUTHORITY or OPERATOR, along with any additions or alterations thereto, shall be and remain the property of AUTHORITY. All trade fixtures shall remain the property of OPERATOR and shall promptly be removed by OPERATOR upon termination or cancellation of this Agreement.

Section 6.05 Repairs

A. AUTHORITY shall not be required to make any repairs or improvements of any kind at any of the locations under this Agreement. OPERATOR shall, at its sole cost and expense, maintain and make necessary repairs, structural and otherwise, to the building, and the fixtures and equipment therein and appurtenances thereto, including, without limitation, windows, doors and entrances, signs, showcases, floor structure and floor coverings, walls and roof, walls, columns and partitions, lighting, heating and cooling facilities. OPERATOR agrees to keep and maintain in good condition the electrical equipment located at the Assigned Area.

B. OPERATOR may, prior to making repairs at the locations, other than repairs to its own equipment, consult with the Director to determine whether AUTHORITY wishes to make the repairs with its own personnel and charge OPERATOR its standard rates for such service including such overhead charges as shall be determined from time to time by the Director. In the event AUTHORITY elects not to make the repairs, OPERATOR may, at its expense, proceed to do so provided, however, it will not take any action or refrain from any action which will cause any labor problem which will effect AUTHORITY directly or remotely as a result of the action of OPERATOR. Any repairs by OPERATOR or on its account, shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules, regulations, and ordinances prescribed from time to time by federal, state or municipal authorities having jurisdiction over the location of the work.

C. Nothing in this Section shall, or shall be construed to, impose upon the AUTHORITY any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so.

D. At any time, and from time to time, during ordinary business hours, the AUTHORITY, by its agents, and employees, shall have the right to enter the Assigned Area for the purpose of exhibiting and viewing all parts of the same, provided OPERATOR is notified in advance.

ARTICLE 7

CHARGES AND FEES

In return for use of the facilities, rights, licenses, and privileges granted hereunder and for the undertakings of AUTHORITY, OPERATOR agrees to pay AUTHORITY without deduction or set-off, during the term of this Agreement the amounts of \$100 per month which shall be paid each month without demand in advance on the 1st day of each month, and pro rated for any partial month.

Section 7.01 Charges

A. Utilities OPERATOR will be responsible for all utilities, including provision of equipment for heating and air conditioning.

B. Taxes Those fees and charges paid to AUTHORITY shall not include any taxes, fees, license of whatever character that may be levied, assessed, charged by any governmental entity other than AUTHORITY upon this document, or upon OPERATOR'S improvements, fixtures, equipment or other property at the Airport or upon OPERATOR'S rights of operation hereunder. All such taxes, fees and licenses shall be paid directly by OPERATOR. OPERATOR shall have the right at its sole cost and expense to contest the amount or validity of any tax or license as may have been or may be levied, assessed or charged. OPERATOR shall reimburse the AUTHORITY for any taxes levied on the AUTHORITY for any taxes levied on the AUTHORITY for spaces used or occupied by OPERATOR.

Section 7.02 Interest on Overdue Accounts

Any payment not received within fifteen (15) days after the due date shall accrue interest at the rate of 1.5% per month from the due date until paid in full.

Section 7.03 Net Agreement

This is a net agreement with reference to charges paid to AUTHORITY.

ARTICLE 8

PERFORMANCE AND SERVICE

STANDARDS

Section 8.01 Manager

The management, maintenance, and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing OPERATOR, who shall be subject at all times to the direction and control of OPERATOR. OPERATOR will cause such manager to be assigned a duty station or office on the premises where he shall be available upon reasonable request during normal business hours. OPERATOR will, at all times during the absence of such manager, assign or cause to be assigned a qualified subordinate to be in charge of the area, services, and facilities, and to be available in the area and act for the Manager in his absence.

ARTICLE 9

MAINTENANCE AND OPERATION

Section 9.01 AUTHORITY'S Right to Inspect & Make Repairs

AUTHORITY, by its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at reasonable times and with as little interruption of OPERATOR'S business as is reasonable practical), to enter upon the Assigned Area accompanied by an authorized representative, if practical for the following purposes:

A. To inspect such area to determine whether OPERATOR has complied and is in compliance with the terms and conditions of this Agreement. AUTHORITY shall be the sole judge of the quality of maintenance.

B. Upon reasonable notice, to perform such maintenance, cleaning, or repair as AUTHORITY reasonably deems necessary, if OPERATOR fails to perform its obligations under this Article, and to recover the reasonable cost of such maintenance, cleaning or repair from OPERATOR, plus a 25% administrative charge from OPERATOR on the next payment date.

ARTICLE 10

DAMAGE OR DESTRUCTION OF ASSIGNED AREA

Section 10.01 Damage or Destruction

In the event that, during the term of this Agreement, the improvements located upon the Assigned Area shall be damaged or destroyed by fires, earthquake, or act of God or in any way to an extent in excess of fifty (50%) percent of the aggregate current value thereof, this Agreement is cancelled forthwith. The proceeds of insurance afforded under Article 11 hereof shall be paid to AUTHORITY and upon such payment, this Agreement shall become null and void.

ARTICLE 11

INDEMNIFICATION

Section 11.01 Indemnification

OPERATOR covenants that it and all of its agents, servants, employees and independent contractors will use due care and diligence in all of its or their activities and operations at the Airport and that OPERATOR hereby agrees to indemnify and hold harmless AUTHORITY for all damages to the property of AUTHORITY which shall be caused by an act or omission on the part of OPERATOR, its agents, servants, employees, or independent contractors, and OPERATOR shall pay on behalf of AUTHORITY all sums which AUTHORITY shall become obligated to pay by reason of the liability, if any, imposed by law upon AUTHORITY for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including the loss of use thereof, which may be caused by or result from any of the activities, omissions, or operations of OPERATOR, its agents, servants, employees, or contractors and OPERATOR shall pay and satisfy judgments finally establishing the liability of AUTHORITY in all actions defended by OPERATOR pursuant to this section; OPERATOR shall investigate or cause the investigation of accidents involving such injuries; shall negotiate or cause to be negotiated all claims made as may be deemed expedient by OPERATOR, and shall defend, or cause to be defended, suits for damages, even if groundless, false, or fraudulent, brought on account of such injuries or damages, in the name and on behalf of AUTHORITY; OPERATOR shall pay or cause to be paid all costs incurred by AUTHORITY in any legal proceeding defended by OPERATOR aforesaid, and interest accruing up to the date of payment by OPERATOR, and all premiums charged upon appeal bonds required in such proceedings, and all expenses incurred by OPERATOR for investigation, negotiation, and defense. OPERATOR shall hold harmless and indemnify AUTHORITY for all such costs even though a jury may find OPERATOR and AUTHORITY jointly liable. AUTHORITY shall, upon notice thereof, give OPERATOR every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. In the event AUTHORITY shall fail to give OPERATOR notice of any such demand, notice, summons, or process received by AUTHORITY and such failure to give notice shall result in prejudice to OPERATOR in the defense of any action or legal proceeding contemplated herein, such failure or delay shall release OPERATOR of its liability as set forth in this paragraph insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against AUTHORITY. This shall not be construed as a waiver of AUTHORITY'S sovereign immunity. Notwithstanding any of the above statements, the OPERATOR does not indemnify the AUTHORITY in cases of negligence on the part of AUTHORITY or in cases where a claim may arise that is independent of OPERATOR'S activities at the Assigned Area.

Section 11.02 Non-Liability of Authority

AUTHORITY shall not in any event be liable for any acts or omissions of OPERATOR or its agents, servants, employees, or independent contractors, or for any condition resulting from the operations or activities of any such Operator, tenant, or concessionaire, OPERATOR, agents,

servants, employees, or independent contractors, or for any conditions resulting from the operations or activities of OPERATOR'S agents, servants, employees, or independent contractors either to OPERATOR or to any other person.

AUTHORITY shall not be liable for OPERATOR'S failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by AUTHORITY.

AUTHORITY shall not be liable for any loss or damages suffered by OPERATOR arising out of the interruption or cessation of the business conducted by OPERATOR under this Agreement, unless caused by negligence on part of AUTHORITY.

ARTICLE 12

ASSIGNMENT OR TRANSFER

Section 12.01 General

OPERATOR shall not at any time assign, transfer, convey, mortgage, pledge, or encumber its interest under this Agreement, or any part of the Assigned Area, without the written approval of AUTHORITY.

Section 12.02 Mergers

OPERATOR shall not allow its interest under this Agreement to be transferred to, passed to or devolved upon any other person, firm, corporation or

entity, by operation of law, stock transfer, or otherwise without the prior written consent of AUTHORITY.

Section 12.03 Bankruptcy

Furthermore, Section 12.01 shall not apply to any valid assumption or assignment of this Agreement, the Assigned Area, or any part thereof by a trustee, or the OPERATOR, as a debtor in possession under Section 365 of the Bankruptcy Code of 1978, as amended unless, however, that adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended is given. For the purposes of the assumption or assignment of this Agreement this shall include, but shall not be limited to:

1. Adequate assurance of the reliability of the proposed source for the charges and fees due under this Agreement upon the assumption or assignment of this Agreement;
2. Adequate assurance that all other consideration due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement; and
3. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by the AUTHORITY.

Section 12.04 Consent

Consent by AUTHORITY to any type of transfer provided for by this Article shall not in any way be construed to relieve OPERATOR from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

ARTICLE 13

TERMINATION

Section 13.01 Events Permitting Termination by Operator

OPERATOR may terminate this Agreement and terminate all of its future obligations hereunder at any time that OPERATOR is not in default in its payments or other obligations to the AUTHORITY

hereunder, by giving AUTHORITY thirty (30) days advance written notice if the AUTHORITY is in breach of any of the covenants or agreements contained in this Agreement for a period exceeding thirty (30) days after receipt of written notice of such breach.

Section 13.02 Events Permitting Termination by Authority

AUTHORITY may terminate this Agreement upon thirty (30) days notice and all of its obligations hereunder and may exercise all rights of entry and reentry upon the demised Assigned Area, with or without process of law, upon or after the occurrence of any one of the following events:

1) The breach by OPERATOR of any of the covenants or agreements contained in this Agreement for a period exceeding thirty (30) days after receipt of written notice of such breach.

Section 13.03 Survival of Operator's Obligation

In the event that this Agreement shall have been terminated in accordance with the notice of termination, as provided in Section 15.02 hereof, or the interests of OPERATOR cancelled pursuant thereto, or in the event that the AUTHORITY has re-entered, regained or resumed possession of the Assigned Area, the AUTHORITY shall have the election of terminating OPERATOR'S unaccrued obligations hereunder upon payment to the AUTHORITY of all sums due it under the terms of insurance Policies, or of continuing in effect all obligations hereunder of OPERATOR, and in the latter event all of the obligations of OPERATOR under this operating agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession, and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiencies shall become due and payable to the AUTHORITY to the same extent, at the same time or times, and in the same manner as if no termination or cancellation (or re-entry, regaining or resumption of possession) had taken place. The AUTHORITY may maintain a separate action each month to recover the damage or deficiency then due, or at its option and at any time, may sue to recover the full deficiency, less the property discount, for the entire unexpired term.

No acceptance by the AUTHORITY of fees, charges, rentals or other payments, in whole or in part, for any period or periods during or after a default of any of the terms, covenants or conditions to be performed, kept or observed by OPERATOR, other than payment in full after default in the payment of fees and charges as set forth in Article 7 hereof, shall be deemed a waiver of any right on the part of the AUTHORITY to terminate this Agreement on account of such default.

No waiver by the AUTHORITY of any default on the part of OPERATOR in the performance of any of the terms, covenants, or conditions hereof to be performed, kept or observed by OPERATOR shall be, or be construed to be, a waiver by the AUTHORITY of any other or subsequent default in performance of any of said terms, covenants and conditions.

Section 13.04 AUTHORITY'S Right to Recontract

AUTHORITY, upon termination or cancellation pursuant to this Article hereof, or upon re-entry, regaining or resumption of possession hereof, may occupy the Assigned Areas or may assign the same to another party, and shall have the right to permit any person, firm, or corporation to enter upon the Assigned Areas and use the same to operate, provided said person, firm or corporation meets the conditions set out in this Agreement.

Section 13.05 Surrender of Assigned Area

OPERATOR covenants and agrees that upon expiration of the term of this Agreement or upon earlier termination as hereinafter provided, it will peaceably surrender possession of the Assigned Areas hereunder in good conditions, reasonable wear and tear, acts of God, fire, and other casualties excepted. AUTHORITY shall have the right to take possession of said Areas. AUTHORITY shall not be required to give notice to quit possession at the expiration date of the term of this Agreement.

OPERATOR shall upon termination of this Agreement have removed all trade fixtures and equipment and other personal property installed or placed by it at its expense, in, on, or about the Airport, subject, however, to any valid lien which AUTHORITY may have thereon for unpaid charges or fees. The OPERATOR shall not abandon any of its property on the Areas without the written consent of AUTHORITY and agrees to reimburse AUTHORITY for any costs incurred in the removal of OPERATOR'S property by AUTHORITY.

Any and all property not removed by OPERATOR shall, at the option of the AUTHORITY, become a part of the land on which it is located and title shall vest in the AUTHORITY.

ARTICLE 14

GENERAL PROVISIONS

Section 14.01 Nondiscrimination

A. The OPERATOR, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: (1) that no person, on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicap, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements and the furnishing of services, no person on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicaps, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the OPERATOR shall use the Assigned Area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. OPERATOR shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices for each unit or services; however, OPERATOR may be allowed to make reasonable discounts or other similar type of price reductions to purchasers on a nondiscriminatory basis.

C. Noncompliance with Provision "A" above shall constitute a material breach thereof, and in the event of such noncompliance, within a reasonable period, the AUTHORITY shall have the right to terminate this Agreement and the rights hereby created without liability therefor or, at the election of the AUTHORITY or the United States, either or both said Governments

shall have the right to judicially enforce Provisions "A" and "B".

Section 14.02 Rules, Regulations, and Ordinances

A. OPERATOR shall observe and obey all lawful and reasonable Rules, Regulations, and Ordinances promulgated, from time to time during the term hereof, by AUTHORITY governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations, and Ordinances as adopted, shall be forwarded to OPERATOR. AUTHORITY agrees that all Rules, Regulations, and Ordinances so promulgated shall not be inconsistent with the express terms of this Agreement or any legally authorized rule or regulation of the Federal Aviation Administration, or any other federal or state agency, which is binding in law on OPERATOR, as the same now are or may from time to time be amended or supplemented.

B. OPERATOR shall not violate, nor knowingly permit its agents, contractors, or employers acting on OPERATOR'S behalf to violate any such Rules, Regulations, and Ordinances.

Section 14.03 Compliance with Law

A. OPERATOR shall not use the Assigned Areas or any part thereof, or permit the same to be used by any of its employees, officers, agents, subcontractors, invitees, or licensees for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable ordinances and laws of any City, County, or State government or of the United States Government, and of any political division or subdivision or agency, authority, or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules, regulations, and ordinances with respect to the uses hereunder or the Assigned Area.

B. At all times during the term of this Agreement, OPERATOR shall in connection with its activities and operations comply with and conform to all present and future statutes and ordinances, and regulations promulgated thereunder, of all federal, state, and other government bodies of competent jurisdiction which apply to or affect, either directly or indirectly, the OPERATOR'S activities under this Agreement.

C. AUTHORITY shall in no way be held liable or responsible for OPERATOR'S violation or non-observance of any of the aforementioned ordinances and laws.

Section 14.04 Governing Laws

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of South Carolina.

Section 14.05 Nonwaiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 14.06 Labor

OPERATOR warrants that it will not take any action or refrain from any action which will cause any labor problem which will affect AUTHORITY directly or remotely in the event of any strike, walk out or other labor problem or difficulty directly or indirectly related in any way to this Agreement, OPERATOR, OPERATOR'S business, or OPERATOR'S action or inaction and the OPERATOR shall save AUTHORITY harmless from all liability whatsoever and shall indemnify AUTHORITY for all demands, claims, judgments, arbitration awards and other costs arising therefrom.

Section 14.07 Waiver of Claims

OPERATOR hereby waives any claim against the Charleston County Aviation Authority, and its officers or employees for any loss, real or anticipated caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or violable, or delaying the same or any part hereof, from being carried out.

Section 14.08 Notices

A. Notices required herein may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee 72 hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

1) AUTHORITY:

Charleston County Aviation Authority

Charleston International Airport

P.O. Box 10308

Charleston, South Carolina 29411-0308

2) OPERATOR:

City of Charleston

City Hall, P.O. Box 652

Charleston, SC 29402

B. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

Section 14.09 Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction hereof.

Section 14.10 Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

Section 14.11 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are a part of this Agreement.

Section 14.12 Incorporation of Required Provisions

The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Section 14.13 Consent of the Parties

Where this Agreement requires the consent of one or more parties, the OPERATOR and the AUTHORITY agrees that such consent shall not be unreasonably withheld.

Section 14.14 Nonliability of Agents and Employees

No member, officer, agent, director or employee of AUTHORITY or OPERATOR shall be charged personally or held contractually liable by or to the other party under term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 14.15 Successors and Assigns Bound

This Agreement shall be binding upon inure to the benefit of the successors and assigns of the parties hereto.

Section 14.16 Time of Essence

Time is expressed to be of the essence of this Agreement.

Section 14.17 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

_____ The following bill received first reading:

A BILL

To authorize the Mayor of the City of Charleston to consent to the assignments of the Lease and Use Agreement dated January 24, 1978, as amended October 9, 1979 between the City of Charleston as Landlord and Edward K. Pritchard, Jr., individually and as Executor of the Estate of Edward K. Pritchard, deRosset Myers, William McG. Morrison, Jr., Ira J. Bloom and Donald T. Rutledge, as Tenant, which assignments are in favor of Robert H. Hood, his Heirs and Assigns, as successor in title to 172 Meeting Street, City of Charleston, the said Robert H. Hood being the contract purchaser of 172 Meeting Street from "172 Meeting Street, A Partnership."

Be it ordained by the Mayor and Council Members of Charleston, in City Council Assembled:

Section 1. The Mayor of the City of Charleston is hereby authorized to consent to the assignments of the Lease and Use Agreement dated January 24,

1978, as amended October 9, 1979 on behalf of the City of Charleston, which said Lease Agreement is among the City of Charleston and Edward K. Pritchard, Jr., individually and as Executor of the Estate of Edward K. Pritchard, deRosset Myers, William McG. Morrison Jr., Ira J. Bloom and Donald T. Rutledge, which said property is presently owned by "172 Meeting Street, A Partnership", and which said Lease and Use Agreement pertains to the lease of certain automobile parking spaces located in the Cumberland Street City-County Parking Garage at the northeast corner of Meeting and Cumberland Streets and other additional spaces, the said Robert H. Hood being the contract purchaser of 172 Meeting Street.

A copy of the applicable Assignments of Lease are attached hereto and made a part of this ordinance.

Section 2. This Ordinance shall become effective upon ratification.

_____ STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ASSIGNMENT OF LEASE

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, we the undersigned, deRosset Myers, William McG. Morrison, Jr., and Ira J. Bloom, do hereby set over, transfer and assign all of our right, title and interest of in and to that certain Lease Agreement dated February, 1980, among the City of Charleston, Monsen and DeBacker, a Partnership, and Edward K. Pritchard, Jr., individually and as Executor of the Estate of Edward K. Pritchard, deRosset Myers, William McG. Morrison, Jr., Ira J. Bloom and Donald T. Rutledge a copy of which is attached hereto as Exhibit 1, unto Robert H. Hood, his Heirs and Assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their Hands and Seals this 1st day of July, in the Year of Our Lord One Thousand Nine Hundred and Eighty Six and in the Two Hundred and Tenth Year of the Sovereignty and Independence of the United States of America.

DeRosset Myers

William McG. Morrison, Jr.

Ira J. Bloom

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ASSIGNMENT OF LEASE

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, 172 Meeting Street, A Partnership, does hereby set over, transfer and assign all of its right, title and interest of, in and to that certain Lease and Use Agreement dated January 24, 1978, as amended October 9, 1979, between the City of Charleston and Edward K. Pritchard, Jr., individually, and as Executor of the Estate of Edward K. Pritchard, deRosset Myers, William McG. Morrison, Jr., Ira J. Bloom and Donald T. Rutledge, a copy of which is attached hereto as Exhibit 1, unto Robert H. Hood, his Heirs and Assigns, the said 172 Meeting Street, A Partnership, having acquired title to the said 172 Meeting Street on August 15, 1983.

172 Meeting Street, A Partnership

deRosset Myers, a partner

Wm. McG. Morrison, Jr., a partner

Frank E. Lucas, a partner

Sidney W. Stubbs, Jr., a partner

The following resolution was adopted:

A RESOLUTION

RESOLVED, that the Mayor be and he hereby is authorized and directed, for and in behalf of The City Council of Charleston, to execute and deliver under the corporate seal, attested by the Clerk of Council, an Offer to Sell Real Property which shall be substantially as follows:

U.S. POSTAL SERVICE OFFER TO SELL REAL PROPERTY

The Undersigned, hereinafter called the Vendor, in consideration of one dollar to me in hand paid, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein set forth, hereby makes the irrevocable offer to sell and convey to the United States Postal Service and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the City of North Charleston County of Charleston, State of South Carolina bounded and described as follows:

a 14.533 acre tract as shown on a survey prepared by George A. Z. Johnson, Jr., Inc., more fully described on Exhibit A, attached hereto and made a part of this agreement.

Subject to the following rights outstanding in third parties:

All recorded easements and rights-of-way

Excepting and reserving to the Vendor the following rights and interests:

None

The terms and conditions of this offer are as follows:

1. The Vendor agrees that this offer may be accepted by the United States Postal Service through any duly authorized representative, by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within fourteen (14) calendar days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

2. The Postal Service agrees to pay to the Vendor for said land the sum of One million six hundred thousand and no/100 dollars (\$1,600,000.00), payable upon approval by the Postal Service of the Vendor's title and execution and delivery by the Vendor of a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States Postal Service and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.
3. It is agreed that the Postal Service will defray the expense incident to the preparation and recordation of the deed to the Postal Service and the procurement of the necessary title evidence.
4. The vendor agrees that all taxes, assessments, and encumbrances which are a valid lien against the land as of the time of conveyance to the Postal Service shall be satisfied of record by the Vendor at or before the transfer of title and, the Vendor will, at the request of the Postal Service and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the Postal Service and obtain and record such other curative evidence of title as may be required by the Postal Service. If the Vendor fails to satisfy any such liens or fails to secure such curative evidence as required the Postal Service may pay said liens and cure such defects and deduct any cost incurred from the purchase price of the land. Taxes for the current year are to be prorated as of the date of closing.
5. The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the Postal Service have been accepted by the Postal Service through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the Postal Service; and, in the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance or title to such property, in which case there shall be an equitable adjustment of the purchase price.
6. The agents, employees or representatives of the Postal Service shall have the right, during the period of the offer, subject to the use made of the premises by the Vendor to enter upon the said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the Postal Services contemplated use of the premises. The Postal Service, at its expense shall promptly restore the property of the Vendor to its original condition in accordance with good engineering practices.
7. Possession of the property shall be delivered to the purchaser on the day the sale is consummated unless a different possession date is herein specified.
8. The Vendor agrees not to rent, lease or otherwise increase tenancy on any portion of the property subsequent to execution of this Offer to Sell Real property.
9. It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the Postal Service and to execute any instrument deemed necessary to convey to the Postal Service any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.
10. The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.
11. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or

violation of this warranty the Postal Service shall have the right to annul this contract without liability or in its discretion to deduct from the price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this contract, may be considered as bona fide employees or agencies within the exception contained in this clause.)

12. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

13. All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this offer not expressly contained herein.

14. Legal title is held as follows: (Show whether joint tenants, tenants in common, tenants by the entirety, etc.) title is held in the name of the City Council of Charleston, a Municipal Corporation.

15. The following paragraphs were added or deleted before execution: Paragraph 16 added.

16. In the event State or Local governments of any nature require revenue stamps, documentary stamps or any other stamps or taxes of that nature to be assessed and/or attached to the Warranty Deed as a condition precedent to recording the Deed, the seller is responsible for the cost of said stamps or charges regardless of Paragraph 3 of this document.

Signed, Sealed, and Delivered this _____ Day of _____, 19 _____

Witnesses**

_____ Vendor(s)*

_____ (Seal)

(Vendor)

_____ (Seal)

(Spouse of Vendor)

_____ (Seal)

(Vendor)

_____ (Seal)

(Spouse of Vendor)

Notice of acceptance of this offer is to be sent to:

_____ (Name, street number, city, state, and ZIP ± 4)

_____ (Telephone No.)

Acceptance of Offer to Sell Real Property

Date:

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States Postal Service.

Witness:** _____

_____ (Name)

_____ (Title)

_____ (Address)

*Identify each signature as to Vendor or spouse. If property is located in a state providing dower rights the offer must be signed by the spouse. If unmarried, owner's legal marital status must be indicated. If property is in an estate or owned by a corporation, evidence of authority of the signatories must accompany the offer. This offer must be acknowledged as required by state statutes.

**This space will be used for witnesses to signatures if required by State Law.

EXHIBIT A

Metes and bounds description of a 14.533 acre tract located on U.S. Highway No. 52, North Charleston, Charleston County, South Carolina.

Beginning at a point (P.O.B.) 976.99 feet South from the intersection of the South Right of Way of Eagle Drive and the West Right of Way of the South Bound Lane of U.S. Highway No. 52; said point an iron pin;

Thence running along the West Right of Way of the South Bound Lane of Highway 52 S 25°34'10" E a distance of 850.50 feet to an iron pin;

Thence turning and running S 35°46'19" W a distance of 939.73 feet to a concrete monument;

Thence turning and running N 21°41'49" W a distance of 768.10 feet to a concrete monument;

Thence turning and running N 29°42'40" E a distance of 714.69 feet to an iron pin;

Thence turning and running N 29°50'23" E a distance of 225.08 feet to an iron pin, the point of beginning (P.O.B.)

ADDITION TO OFFER TO SELL REAL PROPERTY

18. This transaction will be closed within twenty-one (21) days of the date of the passage of an Ordinance by the City Council of Charleston authorizing the Mayor to sign a deed.

_____ A BILL

TO AUTHORIZE THE MAYOR OF THE CITY OF CHARLESTON TO SIGN A DEED AND OTHER PERTINENT DOCUMENTS ASSOCIATED WITH THE CLOSING OF THIS TRANSACTION CONVEYING PROPERTY TO THE UNITED STATES POSTAL SERVICE ON BEHALF OF THE CITY COUNCIL OF CHARLESTON, SAID PROPERTY COMPRISING 14.533 ACRES LOCATED ON US HIGHWAY 52 AND HIGHWAY 78 IN CHARLESTON COUNTY, SOUTH CAROLINA AND MORE PARTICULARLY SHOWN ON A PLAT ENTITLED "PLAT OF 14.533 ACRES LOCATED ON US HIGHWAY 52 AND HIGHWAY 78, CHARLESTON COUNTY, S.C.", MADE BY GEORGE A. Z. JOHNSON, JR., INC. DATED APRIL 3, 1986.

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

Section 1:

The Mayor of the City of Charleston is authorized hereby to sign a deed and other pertinent documents associated with the closing of this transaction, on behalf on the City Council of Charleston, conveying unto the United States Postal Service, for a consideration of 1.6 million (\$1,600,000.00) dollars, said property being described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Charleston, State of South Carolina, containing 14.533 acres, more or less, shown and designated on a plat entitled "Plat of 14.533 Acres Located on U.S. Highway 52 and Highway 78, Charleston County, S.C.", made by George A. Z. Johnson, Jr., Inc., dated April 3, 1986, and recorded in the RMC Office for Charleston County, South Carolina, in Plat Book _____, Page _____.

Said tract of land having such size, shape, dimensions, distances, buttings, boundings and easements as will by reference to said plat more fully appear.

BUTTING AND BOUNDING according to said plat as follows, be all the dimensions, more or less: Beginning at a point (P.O.B.) 976.99 feet South from the Intersection of the South Right of Way of Eagle Drive and the West Right of Way of the South Bound Lane of U.S. Highway No. 52; said point an iron pin; thence running along the West Right of Way of the South Bound Lane of Highway 52 S 25°34'10" E at distance of 850.50 feet to an iron pin; thence turning and running S 35°46'19" W a distance of 939.73 feet to a concrete monument; thence turning and running N 21°41'49" W a distance of 768.10 feet to a concrete monument; thence turning and running N 29°42'40" E a distance of 714.69 feet to an iron pin; thence turning and running N 29°50'23" E a distance of 225.08 feet to an iron pin, the point of beginning (P.O.B.) Being the same property conveyed to the City Council of Charleston by deed of the Commissioners of Public Works of the City of Charleston dated October 24, 1984 and recorded October 25, 1984, in Book Y-140, page 22, RMC Office for Charleston County.

TMS# 475-11-00-004

Said land is conveyed under the terms and conditions set forth in the deed attached hereto, which is adopted and incorporated herein as a part of this Ordinance.

Section 2:

This Ordinance shall become effective upon receipt by the City Council of Charleston of the consideration for this deed.

_____ STATE OF SOUTH CAROLINA,

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS, THAT CITY COUNCIL OF CHARLESTON, in the State aforesaid for/and in consideration of the sum of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 (\$1,600,000.00) DOLLARS, to it in hand paid at and before the sealing of these presents by United States Postal Service in the State aforesaid _____ the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said United States Postal Service, its successors and assigns;

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Charleston, State of South Carolina, containing 14.533 acres, more or less, shown and designated on a plat entitled "Plat of 14.533 Acres Located on U.S. Highway 52 and Highway 78, Charleston County, S.C.", made by George A. Z. Johnson, Jr., Inc., dated April 3, 1986, and recorded in the RMC Office for Charleston County, South Carolina, in Plat Book _____, Page _____.

Said tract of land having such size, shape, dimensions, distances, buttings, boundings and easements as will by reference to said plat more fully appear.

BUTTING AND BOUNDING according to said plat as follows, be all the dimensions, more or less: Beginning at a point (P.O.B.) 976.99 feet South from the intersection of the South Right of Way of Eagle Drive and the West Right of Way of the South Bound Lane of U.S. Highway No. 52; said point an iron pin; thence running along the West Right of Way of the South Bound Lane of Highway 52 S 25°34'10" E at distance of 850.50 feet to an iron pin; thence turning and running S 35°46'19" W a distance of 939.73 feet to a concrete monument; thence turning and running N 21°41'49"W a distance of 768.10 feet to a concrete monument; thence turning and running N 29°42'40" E a distance of 714.69 feet to an iron pin; thence turning and running N 29°50'23" E a distance of 225.08 feet to an iron pin, the point of beginning (P.O.B.) Being the same property conveyed to the City Council of Charleston by deed of the Commissioners of Public Works of the City of Charleston dated October 24, 1984 and recorded October 25, 1984, in Book Y-140, page 22, RMC Office for Charleston County.

TMS# 475-11-00-004

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said United States Postal Service, its successors and Assigns forever.

AND Grantor do hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the said Premises unto the said United States Postal Service, its successors and Assigns, against it and its successors and assigns, and all persons whomsoever _____lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand _____and Seal _____, this _____day of _____in the year of our Lord one thousand nine hundred and eighty-six and in the two hundred and eleventh year of the Sovereignty and Independence of the United States of America.

CITY COUNCIL OF CHARLESTON

By: Joseph P. Riley, Mayor

By: Clerk of Council

Next on the agenda were forty-one (41) bills up for second reading. The Mayor explained it would be necessary to defer action on twenty-five (25) of the bills. On motion of Councilmember Richardson, second reading was given to the remaining sixteen (16) bills.

Ms. Fortenberry called attention to one of the sixteen (16) bills which related to the zoning of a 1.82 acre parcel on the north side of Maybank Highway, north of the Municipal Golf Course (TMS# 343-09-00-02 through 09) General Business (GB) classification. She noted that restrictive covenants were required with this zoning matter. She stated that the owner of the property discussed with her this date the restriction that would be placed on the property concerning access. The property owner did not want the restrictive covenant which provided for access to be directly across from Riverland Drive. The property owner asked that the issue of access be left to the Planning staff and the property owner to work out. Ms. Fortenberry did not object to there being this verbal understanding. The property owner was agreeable to having the restrictive covenants remain as they were if it were understood that access to the property would be worked out between the property owner and the Planning staff. City Council accepted Ms. Fortenberry's recommendation that this be done.

The sixteen (16) bills then passed second reading on motion of Councilmember Ader, and third reading on motion of Councilmember Jefferson. On the further motion of Councilmember Stephens, the rules were suspended and the sixteen (16) bills were immediately ratified as:

Ratification

Number 1986-69

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF 10.08 ACRES (MORE OR LESS)(TMS# 311-0-0-89 AND 311-0-0-19) LOCATED ON JOHNS ISLAND, NORTH OF RIVER ROAD AND WEST OF RUSHLAND LANDING ROAD IN CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.

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

Section 1. Findings of Fact

As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

(a) Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, provides a method of annexing property to a city or town upon a petition by all persons owning real estate in the area requesting annexation.

(b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

(c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

Pursuant to Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, the following described property be and hereby is annexed to and made a part of the City of Charleston and is annexed to and made a part of present District 11 of the City of Charleston, to wit:

SAID property 10.08 acres (more or less) to be annexed is located on Johns Island, north of River Road and west of Rushland Landing Road in Charleston County and is identified by the County Assessor's Office as TMS# 311-0-0-89 and 311-0-0-19 (see attached map) and all adjacent public rights-of-way.

Section 3.

This Ordinance shall become effective upon ratification.

Ratification

Number 1986-70

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF 22.275 ACRES OF LAND LOCATED EAST OF MELROSE DRIVE IN MELROSE SUBDIVISION AREA (TMS# 309-14-00-53) IN ST. ANDREWS PARISH, IN CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 10.

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

Section 1. Findings of Fact

As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

(a) Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, provides a method of annexing property to a city or town upon a petition by all persons owning real estate in the area requesting annexation.

(b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

(c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

Pursuant to Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, the following described property be and hereby is annexed to and made a part of the City of Charleston and is annexed to and made a part of present District 10 of the City of Charleston, to wit:

SAID property (22.275 acres, more or less) to be annexed is located east of Melrose Drive in Melrose Subdivision area, St. Andrews Parish, in Charleston County and is identified by the Charleston County Assessor's Office as TMS# 309-14-00-53 (see attached map) and all adjacent public rights-of-way.

Section 3.

This Ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-71

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF 2.1 ACRES, MORE OR LESS, LOCATED ON ORLEANS ROAD, SOUTH OF HAZELWOOD DRIVE, ACROSS FROM THE CITADEL MALL (TMS# 351-09-00-049) ST. ANDREWS PARISH, IN CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 10.

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

Section 1. Findings of Fact

As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

(a) Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, provides a method of annexing property to a city or town upon a petition by all persons owning real estate in the area requesting annexation.

(b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

(c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

Pursuant to Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, the following described property be and hereby is annexed to and made a part of the City of Charleston and is annexed to and made a part of present District 10 of the City of Charleston, to wit:

SAID property (2.1 acres, more or less) to be annexed is located on Orleans Road, south of Hazelwood Drive, across from the Citadel Mall, in Charleston County and is identified by the

Charleston County Assessor's Office as TMS# 351-09-00-049 (see attached map) and all adjacent public rights-of-way.

Section 3.

This Ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-72

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF .110 ACRE PARCEL OF LAND, MORE OR LESS (TMS# 418-6-0-110) AND THE HIGHLAND BEHIND IT, LOCATED ON THE EAST SIDE OF S.C. HIGHWAY 171, ST. ANDREWS PARISH, IN CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 9.

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

Section 1. Findings of Fact

As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

(a) Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, provides a method of annexing property to a city or town upon a petition by all persons owning real estate in the area requesting annexation.

(b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

(c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

Pursuant to Section 5-3-150, Code of Laws of South Carolina, (1976), as amended, the following described property be and hereby is annexed to and made a part of the City of Charleston and is annexed to and made a part of present District 9 of the City of Charleston, to wit:

SAID property (.110 acre parcel, more or less) to be annexed is located on the east side of S.C. Highway 171, St. Andrews Parish, in Charleston County and is identified by the County Assessor's Office as TMS# 418-6-0-110 (see attached map) and all adjacent public rights-of-way.

Section 3.

This Ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-73

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) GENERAL OBLIGATION BONDS, SERIES 1986, OF THE CITY OF CHARLESTON, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF CHARLESTON, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Ordinance, and the issuance of the bonds provided for hereby, the City Council of City of Charleston, South Carolina (Council), the governing body of the City of Charleston, South Carolina (the City), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01. Recital of Constitutional and Statutory Authorization

Council is authorized by the provisions of Sections 5-21-210 to 5-21-500, inclusive, Code of Laws of South Carolina, 1976, as amended ("The Municipal Bond Act") (the Enabling Act) to issue general obligation bonds of the City for any corporate purpose of the City. Section 14 of Article X of the Constitution provides that a City may issue general obligation debt for a purpose which is a public purpose and a corporate purpose of the City.

Section 1.02. Use of Proceeds of Bonds

Council has determined that it is appropriate to raise sufficient moneys by the issuance of general obligation bonds for the following purposes: (1) roof repairs to Gaillard Municipal Auditorium, (2) roof repairs to the Dock Street Theatre and (3) the cost of completion of the East Bay/Prioleau Streets Parking Garage and the Concord/Cumberland Streets Parking Garage (the Project). The Project is a public and corporate purpose of the City within the meaning of the Municipal Bond Act and Section 14 of Article X of the Constitution.

Section 1.03. Recital of Applicable Constitutional Provisions

Section 14 of Article X of the South Carolina Constitution provides that a city may incur general obligation indebtedness without referendum if such indebtedness, together with then outstanding indebtedness subject to the limitation, does not exceed eight percent (8%) of the assessed value of all taxable property in the City. The most recent final assessed value of all taxable property in the City is for the fiscal year 1986 and is the sum of \$141,536,040. Eight per cent of this sum equals \$11,322,883. The City has outstanding indebtedness subject to the 8% limit in the amount of \$5,908,000. Consequently the City is authorized to incur indebtedness for the Project without referendum.

Section 1.04. Decision to Issue Bonds

On the basis of the foregoing, Council has determined to issue \$1,200,000 of general obligation bonds of the City, the proceeds of which shall be used to defray the cost of the Project.

Section 1.05. Ability to Meet Arbitrage Requirements

Careful consideration has been given to the time in which the expenditures will be made, and it has been ascertained that all of the money received from the proceeds of the bonds applicable therefor will be expended within three years from the date as of which the bonds are issued; accordingly, Council will be able to certify upon such reasonable grounds that the bonds herein provided for are not "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

Section 1.06 Ability to Meet Requirements of Certain Pending Federal Litigation

Council finds that on December 17, 1985, the United States House of Representatives passed H.R. 3838, entitled the "Tax Reform Act of 1985", which included amendments to the provisions of the internal Revenue Code that relate to tax-exempt bonds such as the bonds herein authorized. If enacted in their current form and substance, these amendments, in general, would be effective as to bonds which are delivered after December 31, 1985 and would include new restrictions and

requirements relating to the investment use and expenditure of the proceeds of the tax-exempt bonds and the use of facilities financed with such proceeds.

Council hereby covenants to comply with all of the restrictions and requirements of H.R. 3838 in its current form if enacted and if applicable to the Bonds.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01. Definitions

As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

"Authorized investments" mean and include any of the following securities, if and to the extent that the same are at the time legal for investment of the City's funds:

- (i) Obligations of the United States and agencies thereof;
- (ii) General obligations of the State of South Carolina or any of its political units;
- (iii) Certificates of deposit of any financial institution where the certificates are collaterally secured by securities of the type described in (i) and (ii) above held by a third party as escrow agent or custodian, of a market value of not less than the amount of the certificates of deposit so secured, including interest; provided, however, such collateral shall not be required to the extent the same are insured by an agency of the federal government; or
- (iv) Repurchase agreements with banks which are members of the Federal Deposit Insurance Corporation, the underlying securities of which are obligations of the type described in (i) and (ii) above and which are fully collateralized by obligations of the same type.

"Authorized Officer" means the Mayor, the Director of Administrative Services, the Clerk of City Council and any other officer or employee of the City designated from time to time as an Authorized Officer by ordinance or resolution of Council, and when used with reference to any act or document also means any other person authorized by ordinance or resolution of Council to perform such act or sign such document.

"Bond" or "Bonds" means any of the Bonds of the City authorized by this Ordinance.

"Bondholder" or "Holder" or "Holders of Bonds" or "Owner" or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding.

"Bond Payment Date" means each March 1 or September 1 on which interest on any of the Bonds shall be payable or on which both the Principal Installment and interest shall be payable on any of the Bonds.

"City" means the City of Charleston, South Carolina.

"City Request" means a written request of the City signed by an Authorized Officer.

"Corporate Trust Office", when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

"Council" means the City Council of the City of Charleston, South Carolina, the governing body of the City or any successor governing body of the City.

"Enabling Act" means Sections 5-21-210 to 5-21-500, inclusive, Code of Laws of South Carolina, 1976, as amended.

"Fiduciary" means the Paying Agent, the Registrar and their successors and assigns.

"Government Obligations" means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General Of the United States, is fully and unconditionally guaranteed by the United States of America.

"Ordinance" means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Outstanding", when used in this Ordinance with respect to Bonds means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof and;
- (iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of the Ordinance.

"Paying Agent" means any bank, trust company or national banking association which is authorized, to pay the principal or Redemption Price of or interest on any Bonds and having the duties, responsibilities and rights provided for in this ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Paying Agent may also act as Registrar.

"Person" means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

"Principal Installment" means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

"Record Date" means the 15th day of the month immediately preceding each Bond Payment Date.

"Redemption Price", when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bond or such portion thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Ordinance.

"Registrar" means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent.

Section 2.02. Construction

In this Ordinance, unless the context otherwise requires:

- (a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
- (b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Ordinance, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Ordinance.
- (c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Words importing the redemption of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(e) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Ordering the Issuance of Bonds

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to finance the cost of the Project, there shall be issued One Million Two Hundred Thousand Dollars (\$1,200,000) of general obligation bonds of the City designated General Obligation Bonds, Series 1986. It is specifically provided, however, that if the Mayor of the City determines that it is in the best interest of the City to issue bond anticipation notes in anticipation of the issuance of the bonds then such notes may be issued pursuant to the authorization of the Ordinance as amended by a certificate signed by the Mayor.

Section 3.02. Maturity Schedule of Bonds

The Bonds shall be dated August 1, 1986, and shall mature on the dates and in the principal amounts hereafter set forth. The Bonds shall bear interest at rates determined in the manner prescribed by Section 3.15 hereof. Interest on the Bonds shall be payable on March 1, 1987 at which time interest for seven months will be due and semiannually thereafter on March 1 and September 1 of each year until payment of the principal thereof.

The Bonds shall mature on September 1 in annual series as follows:

YEAR	PRINCIPAL AMOUNT
1987	\$ 50,000
1988	50,000
1989	75,000
1990	75,000
1991	100,000

1992 125,000

1993 150,000

1994 175,000

1995 200,000

1996 200,000

The Bonds are not subject to redemption prior to maturity.

Section 3.03. Provision for Payment of Interest on the Bonds

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Bonds shall bear interest from the date to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date in which case, from such authentication date, or from the Bond Payment Date to which interest has last been paid, or if dated prior to March 1, 1987, or if the City shall fail to pay interest on said date, then from September 1, 1986. The interest to be paid on any Bond Payment Date shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such Bond Payment Date.

Section 3.04. Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal

(a) The Bonds shall be payable as to Principal Installment or Redemption Price and interest at the rates per annum determined in the manner prescribed by Section 3.15 hereof (on the basis of a 360 day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds shall be issued in the form of fully registered Bonds. The Bonds shall be issued in the denomination of \$5,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year. Each Bond shall be identified by a certificate number.

(c) The Principal Installment or Redemption Price of all Bonds shall be payable at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the City, which books shall be held by the Registrar as provided in Section 3.08 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Date. Payment of the Principal Installment or Redemption Price of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Section 3.05. Agreement to Maintain Registrar and Paying Agent

As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent each of which shall be a financial institution maintaining Corporate Trust Offices where (i) the Bonds may be

presented for registration of transfers and exchanges, (ii) notices and demands to or upon the City in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. Initially, the financial institution agreed upon by the City and the successful bidder at the sale of the Bonds shall act as both Paying Agent and Registrar. In the event of a failure to agree, a financial institution maintaining Corporate Trust Offices designated by the Mayor, shall act as Paying Agent and Registrar. The single institution so chosen shall exercise both the functions of the Paying Agent and the Registrar.

Section 3.06. Execution and Authentication

(a) The Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signature of an Authorized Officer or Officers, with its corporate seal (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon, and attested by the manual or facsimile signature of its City Clerk or other Authorized Officer (other than the officer or officers executing such Bonds). Bonds bearing the manual or facsimile signature of any Person authorized to sign the Bonds at the time such Bonds were so executed shall bind the City notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of such Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the Ordinance, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Ordinance.

Section 3.07. Exchange of Bonds

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of

Bonds in authorized denominations of the same interest rate, maturity and redemption provisions. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

Section 3.08. Transferability and Registry

All Bonds shall at all times, when the same are Outstanding, be payable, both as to Principal Installment, Redemption Price and interest to a Person, and shall be transferable, only in accordance with the provisions for registration and transfer contained in the Ordinance and in the Bonds. So long as any of the Bonds remain Outstanding, the City shall maintain and keep, at the office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the City shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

Section 3.09. Transfer of Bonds

Each Bond shall be transferable only upon the books of the City, which shall be kept for such purpose at the Corporate Trust Office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon

surrender for transfer of any such Bond, the City shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this Section shall be deemed to be the action of the City.

Section 3.10. Regulations with Respect to Exchanges and Transfers

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the City or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The City shall not be obligated to (i) issue, exchange or transfer any Bond during the 15 days next preceding any Bond Payment Date of the Bonds, (ii) issue, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption, or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

Section 3.11. Mutilated, Destroyed, Lost and Stolen Bonds

(a) If any mutilated Bond is surrendered to the Registrar and the Registrar or the City receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar, or the City such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a bona fide purchaser, the City shall execute, and upon City Request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one year, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the City may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the City or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the City, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to the Ordinance. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Section 3.12. Holder As Owner of Bond

The City, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment or Redemption Price of and interest on such Bond and for all other purposes, and payment of the Principal Installment, Redemption Price and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.13. Cancellation of Bonds

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the City. No such Bonds shall be deemed Outstanding under the Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14. Payments Due on Saturdays, Sundays and Holidays

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment or Redemption Price of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effective as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 3.15. Conditions Relating to Naming of Interest Rates

The Bonds shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest net interest cost to the City calculated in the manner hereinafter prescribed in this Section 3.15 at a price of not less than par, but:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) if the net interest cost in the lowest bid is in excess of 7% per annum, the award of the Bonds shall be subject to the approval of the South Carolina State Budget and Control Board;
- (c) no rate of interest named shall be more than 2% higher than the lowest rate of interest named;
- (d) each interest rate named shall be a multiple of 1/20th of 1%; and
- (e) any premium offered must be paid in cash as a part of the purchase price.

For the purpose of determining lowest net interest cost, the aggregate of interest on all Bonds from September 1, 1986, until their respective maturities, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the City shall reflect lowest net interest cost.

Section 3.16. Tax Exemption in South Carolina

Both the Principal Installment and interest on both Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 3.17. Order of Tax Levy to Pay Principal and Interest of Bonds

For the payment of the Principal Installment and interest on the Bonds as the same respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the City are hereby irrevocably pledged, and there shall be levied and collected annually a tax on all taxable property in the City, sufficient to pay the Principal Installment and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.18. Notice to Finance Director to Levy Tax

The Finance Director of the City shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the City an annual tax sufficient to meet the

payment of the Principal Installment and interest on the Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.19. Form of Bonds

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit "A" attached hereto and made a part of this Ordinance.

ARTICLE IV

SALE OF BONDS

Section 4.01. Determination of time to Receive Bids Form of Notice of Sale

The Bonds shall be sold at public sale, at not less than par and accrued interest to the date of delivery. Bids shall be received until 12:00 Noon (local time) on a date to be selected by the Mayor. The Bonds shall be advertised for sale in THE STATE, a newspaper published in the City of Columbia; and which shall appear at least once, not less than 10 days before the date set for sale. The form of the Notice, and the conditions of sale, shall be substantially those set forth in Exhibit "B" attached hereto and made a part and parcel hereof.

Section 4.02. Award of Bonds

Upon the receipt of bids for the Bonds, the Mayor shall award the Bonds to the bidder offering the lowest rate of interest provided the lowest rate of interest offered does not exceed the rate of 7%; in the event the lowest rate of interest offered exceeds 7%, the Mayor shall obtain the approval of the South Carolina State Budget and Control Board of the rate of interest prior to awarding the Bonds. If more than one bidder shall name the lowest rate of interest, then the Bonds shall be awarded to that one of such bidders as shall offer the greatest premium; PROVIDED, that if it shall happen that tie bids are received, the Bonds shall be awarded jointly. The Mayor is further authorized to name the Registrar and Paying Agent of the Bonds.

ARTICLE V

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 5.01. Disposition of Bond Proceeds including Temporary Investments

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be deposited in a Bond Account Fund for the City, and shall be expended and made use of as follows:

- (a) any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;
- (b) any premium shall be applied to the payment of the first installment of principal of such Bonds; and
- (c) Pending the use of Bond proceeds for the purposes authorized hereby, it shall be lawful for Council to cause such proceeds to be invested in Authorized Investments. Income earned from investments shall, in the discretion of Council, (1) be used to meet the debt service of the Bonds, or (2) be retained by the City and used for the purposes for which the Bonds are issued under this Ordinance or for additional capital improvements of the City; provided, however, if federal law requires a rebate of certain earnings such rebate shall be made.
- (d) If any balance remains, it shall be held in a special fund and used to effect the retirement of the Bonds authorized by this Ordinance; provided, however, that neither the purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE VI

DEFEASANCE OF BONDS

Section 6.01. Discharge of Ordinance Where and How Bonds are Deemed to have been Paid and Defeased

If all of the Bonds issued pursuant to this Ordinance, and all interest thereon shall have been paid and discharged, then the obligations of the City under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

- (1) The Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest thereof; or
- (2) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or
- (3) If the City shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the Principal Installment or Redemption Price and interest, due and to become due on the Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the City shall elect to redeem Bonds prior to their stated maturities, the City shall proceed in the manner prescribed by Article IV hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment of, or Redemption Price and interest, on the Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment or Redemption Price and interest, to become due on the Bonds on and prior to redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment, or Redemption Price and interest, may be paid over to the City, as received by the Paying Agent, free and clear of any trust, lien or pledge.

ARTICLE VII

CONCERNING THE FIDUCIARIES

Section 7.01. Fiduciary; Appointment and Acceptance of Duties

The financial institution chosen to act initially as Paying Agent and Registrar hereunder, shall accept the duties and trusts imposed upon it by the Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by the Ordinance by a written acceptance.

Section 7.02 Responsibilities of Fiduciaries

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of the Ordinance or of any Bonds or as to the

security afforded by the Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any

act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 7.03. Evidence on Which Fiduciaries May Act

(a) Each Fiduciary, upon receipt of any notice, ordinance, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of the Ordinance, shall examine such instrument to determine whether it conforms to the requirements of the Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under the Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

(c) Except as otherwise expressly provided in the Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 7.04. Compensation

The City shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under the Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Ordinance. Subject to the provisions of Section 8.02 hereof, the City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement between the City and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 7.05. Certain Permitted Acts

Any Fiduciary may become the owner or underwriter of any Bonds, notices or other obligations of the City or conduct any banking activities with respect to the City, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Ordinance.

Section 7.06. Resignation of Any Fiduciary

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by the Ordinance by giving not less than 60 days' written notice to the City and not less than 30 days' written notice to the Holders of the Bonds as established by the books of registration prior to the

next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the City pursuant to Section 8.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7.07. Removal of Fiduciary

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the City and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the City.

Section 7.08. Appointment of Successor Fiduciaries

In case any Fiduciary hereunder shall resign or be removed, or be dissolved; or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every such Fiduciary appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the City pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the City written notice as provided in Section 8.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 7.09. Transfer of Rights and Property to Successor

Any successor Fiduciary appointed under the Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the City, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like affect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the City, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under the Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Fiduciary shall promptly notify the Paying Agent and Depositaries, if any, of its appointment as Fiduciary.

Section 7.10. Merger or Consolidation

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under

the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by the Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 7.11. Adoption of Authentication

In case any of the Bonds contemplated to be issued under the Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Failure to Present Bonds

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the City pay such money to the City as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the City for the payment of such Bonds; provided, however, the Paying Agent shall forward to the City all moneys which remain unclaimed during a period five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the City, the Paying Agent, at the expense of the City, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who would take if the Holder shall have died.

Section 8.02. Severability of Invalid Provisions

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 8.03. Successors

Whenever in this Ordinance the City is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the City, and all the covenants and agreements contained in this Ordinance or by or on behalf of the City shall bind and inure to the benefit of said successor whether so expressed or not.

Section 8.04. Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the City and the Holder from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the City hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

Section 8.05. Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the offices of Council, the office of the Clerk of Court for Charleston County (as a part of the Transcript of Proceedings) and at the offices of each of the Paying Agent and Registrar. Notice of adoption of this Ordinance shall be published at the appropriate time to comply with the provision of Paragraph 8 of Section 11-27-40, Code of Laws of South Carolina, 1976, as amended.

DONE IN MEETING DULY ASSEMBLED, this 15th day of July, 1986.

_____ EXHIBIT A

(FORM OF BOND)

REGISTERED

No. _____

REGISTERED

\$ _____

UNITED STATES OF AMERICA STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON CITY OF CHARLESTON
GENERAL OBLIGATION BOND, SERIES 1986

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

September 1, 1986

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "City"), a public body corporate and politic and an agency of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above on the Maturity Date stated above, upon presentation and surrender of this Bond at the Corporate Trust Office of _____ in the City of _____, State of South Carolina (the "Paying Agent"), and to pay interest on such principal sum at the annual interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months), until the City's obligation with respect to the payment of such Principal Amount shall be discharged.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the City of Charleston, South Carolina, has caused this Bond to be executed in its name and on its behalf by the facsimile signature of its Chairman and its corporate seal to be hereunto reproduced and attested to by the facsimile signature of its City Administrator.

CITY OF CHARLESTON,

SOUTH CAROLINA

(SEAL)

Attest:

City Clerk

By:

Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

By: _____

REGISTRAR

DATED:

Authorized Officer

(Reverse of Bond)

CITY OF CHARLESTON GENERAL OBLIGATION BOND, SERIES 1986

This Bond bears interest from the March 1 or the September 1 (the Bond Payment Dates) to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is a March 1 or a September 1, in which event this Bond shall bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the authentication date hereof proceeds March 1, 1987, or if the City shall fail to pay interest on March 1, 1987, then this Bond shall bear interest from September 1, 1986. Interest on this Bond is payable on March 1 and September 1 of each year beginning March 1, 1987. The interest so payable on any Bond Payment Date will be paid to the person in whose name this Bond is registered at the close of the record date next preceding such Bond Payment Date.

Interest hereon shall be payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this Bond is registered at the address shown on the registration books. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an issue of Bonds in the aggregate principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000) of like tenor and effect, except as to numbering, date of maturity, and rate of interest, issued for purposes authorized by and pursuant to the Municipal Bond Act (Sections 5-21-210 to 5-21-500, inclusive, Code of Laws of South Carolina, 1976) and an Ordinance duly adopted by the City Council of the City of Charleston (the Ordinance).

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Registrar, in the office of the Paying Agent, in the office of the Clerk of Court of Charleston County and in the office of the City Clerk.

For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit and taxing power of the City are irrevocably pledged. The Bonds are not subject to redemption prior to their stated maturity.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

The Bonds are issuable only as fully registered Bonds, except under the circumstances hereafter set forth, without coupons in denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in such year. The City has agreed that if at any time hereafter, changes in law permit the conversion of the Bonds into coupon bonds payable to bearer without such conversion resulting in the loss or diminution of the tax exempt status of the interest on the Bonds under Federal laws or regulations, or the imposition of any penalty upon the City, it will at such time, but at the expense of the then registered holders of the Bonds, provide for the exchange of the Bonds as then outstanding in registered form for coupon bonds payable to bearer in the denomination of \$5,000 and of like maturity, interest rate and redemption provisions.

This Bond is transferable, as provided in the Ordinance, only upon the books of the City kept for that purpose at the Corporate Trust Office of the Registrar by the registered holder in person or by his duly authorized attorney upon, (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond or Bonds of like maturity, interest rate and redemption provisions and in a like aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The City, the Paying Agent and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the Principal Amount or Redemption Price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Bonds, the City, the Paying Agent, or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions and things required to exist, happen and to be performed precedent to and in the adoption of the Ordinance and in the issuance of the Bonds in order to make the Bonds the legal, valid and binding general obligations of the City in accordance with their terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Bonds does not exceed or violate any constitutional, statutory or other limitation upon the amount of indebtedness prescribed by law.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (please print or typewrite name and address of Transferee and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

_____ Signature Guaranteed:

_____ EXHIBIT B

OFFICIAL NOTICE OF SALE \$1,200,000

GENERAL OBLIGATION BONDS, SERIES 1986, OF THE CITY OF CHARLESTON, SOUTH CAROLINA

SEALED PROPOSALS, addressed to the undersigned, will be received by the City Council of City of Charleston, South Carolina, until 12:00 Noon (local time) _____, 1986 at which time said proposals will be publicly opened at the _____, Charleston, South Carolina, for the purchase of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) of GENERAL OBLIGATION BONDS, SERIES 1986, OF THE CITY OF CHARLESTON, SOUTH CAROLINA. The bonds will be issued as fully

registered bonds in the denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount maturing in any year. The bonds will initially be dated as of September 1, 1986 and will mature on September 1 in the years and amounts as follows:

YEAR	PRINCIPAL AMOUNT
1987	\$ 50,000
1988	50,000
1989	75,000
1990	75,000
1991	100,000
1992	125,000
1993	150,000
1994	175,000
1995	200,000
1996	200,000

The bonds are not subject to redemption prior to their stated maturity.

The bonds will bear interest from September 1, 1986, at a rate or rates to be named by the bidder, payable on March 1 and September 1 of each year (the Bond Payment Dates), commencing March 1, 1987. Both principal and interest will be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts.

Interest on the bonds will be paid by check or draft mailed from the Corporate Trust Office of the Paying Agent to the person in whose name the bond is registered on the Record Date next preceding the Bond Payment Date at the address shown by the registration books.

Principal of the bonds when due will be paid upon presentation and surrender of such bonds at the Corporate Trust Office of the Paying Agent. The Paying Agent and the Registrar will be such financial institution as may be agreed upon by the City of Charleston and the successful bidder to act as Paying Agent and Registrar of the bonds, or, in the event of a failure to agree, at the Corporate Trust Office of a financial institution designated by the Mayor to act in such capacities.

Bidders are invited to name the rate or rates of interest which the bonds are to bear, and unless all bids are rejected, they will be awarded to the bidder offering to purchase them at the lowest net interest cost to the City at a price of not less than par and accrued interest to the date of delivery. Bidders may name any number of rates of interest, in any variations selected by the bidder except that:

- (a) all bonds of the same maturity shall bear the same rate of interest;
- (b) if the net interest rate in the lowest bid is in excess of 7% per annum, the award of the Bonds shall be subject to the approval of the South Carolina State Budget and Control Board;
- (c) no rate of interest shall be more than 2% higher than the lowest rate of interest named;
- (d) each interest rate named shall be a multiple of 1/20th of 1%; and
- (e) any sum named by way of premium shall be paid in cash as a part of the purchase price.

Interest cost will be determined by deducting premium, if any, from the aggregate of interest on the bonds from September 1, 1986, until their respective maturities. Bidders are requested to present tabulations showing aggregate interest cost in dollars and cents, but such tabulations are not required and will not be regarded as a part of the bid. The right is reserved to reject all proposals, and to waive technicalities, but no auction sale will be conducted.

If the net interest rate in the lowest bid is not in excess of 7% per annum, bids will be accepted or rejected by 2:00 P.M. (local time) on the day of the sale; if however, the net interest rate in the lowest bid is in excess of 7% per annum, bids will be accepted or rejected by 3:00 P.M. on the day of the sale or at such earlier time as the approval of the South Carolina State Budget and Control Board may be obtained.

No proposal for the purchase of less than all of the bonds, or, at a price less than par and accrued interest to the date of delivery will be considered.

Each bid shall be enclosed in a sealed envelope and marked "PROPOSAL FOR \$1,200,000 GENERAL OBLIGATION BONDS, SERIES 1986, OF THE CITY OF CHARLESTON, SOUTH CAROLINA" and be directed to the undersigned, and must be accompanied by cash or a cashier's or certified check upon an incorporated bank or trust company for One Million Two Hundred Thousand Dollars (\$1,200,000), payable to the Finance Director of the City of Charleston. The check of the successful bidder will be applied in part payment for the bonds or to secure the City from any loss resulting from the failure of such bidder to comply with the terms of his bid. The good faith deposit will be returned to the successful bidder if the City fails to deliver the bonds. No interest will be allowed on the good faith deposit.

The bonds will be general obligation bonds of the City of Charleston, South Carolina, payable both as to principal and interest from ad valorem taxes imposed upon all taxable property within the City, without limit as to rate or amount.

Purchasers will be furnished with the printed bonds and an opinion on their validity by Sinkler Gibbs & Simons, Attorneys & Counsellors at Law, a copy of which will be printed on the back of each bond,

and with the usual closing proofs, which will include (a) a certificate that there is no litigation threatened or pending to restrain the issuance or sale of said bonds, (b) certificates establishing that the bonds are not "arbitrage" bonds, within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, and the applicable regulations issued thereunder as in effect on the occasion of the delivery of the bonds, and (c) certifications by appropriate officials to the effect that the Official Statement, as of its date and as of the date of delivery of the bonds does not contain an untrue statement of a material fact and does not omit to state a material fact which should be included therein for the purpose for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances in which they were made, not misleading.

The City has agreed that if at any time hereafter, changes in law permit the conversion of the bonds here offered into coupon bonds payable to bearer without such conversion resulting in the loss or diminution of the tax exempt status of the interest on said bonds under federal laws or regulations, or the imposition of any penalty upon the City, it will at such time, but at the expense of the then holders of said bonds, provide for the exchange of said bonds as then outstanding in registered form for coupon bonds payable to bearer in the denomination of \$5,000 and of like maturity, interest rate and redemption provisions.

Persons seeking additional copies of the Official Statement or further fiscal information relative to the City should communicate with James Etheredge, Director of Administrative Services, City of Charleston, Charleston, S.C. 29401 (Telephone 830-577-6970. Ext. _____).

The successful purchaser will be given 100 copies of the Official Statement.

It is anticipated the CUSIP identification numbers will be printed on said bonds, but neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for failure of refusal by the purchaser thereof to accept delivery of and pay for said bonds in accordance with terms of the notice of sale.

The bonds will be delivered to the purchasers in Atlanta, Georgia, Charlotte, North Carolina, Columbia or Charleston, South Carolina, or New York, New York, at the option of the purchaser within thirty days of award against payment in federal or other immediately available funds.

There is no official bid form. Each bid shall be conditioned in accordance with this Notice of Sale.

JOSEPH P. RILEY, JR., Mayor

City of Charleston,

South Carolina

Ratification

Number 1986-74

AN ORDINANCE

TO CORRECT THE TITLE OF ORDINANCE NO. 1980-62, RATIFIED BY CITY COUNCIL ON MAY 27, 1980.

WHEREAS, in the title of Ordinance No. 1980-62, ratified by City Council on May 27, 1980, the date of annexation of the property which was the subject of such ordinance was incorrectly stated; and

WHEREAS, the intention of the ordinance is to correct such typographical error.

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

Section 1: The title of Ordinance No. 1980-62 ratified by City Council on May 27, 1980, is hereby corrected by deleting the words "January 8, 1980, Ordinance (# 1980-1)" in the fourth and fifth line

thereof and by substituting in their place and stead the words "December 18, 1979, Ordinance No. 1979-95".

Section 2: In all other aspects, Ordinance No. 1980-62 remains unchanged.

Section 3: This ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-75

AN ORDINANCE

TO AMEND ORDINANCE NO. 1986-34, RATIFIED ON MAY 13, 1986, BY CORRECTING A TYPOGRAPHICAL ERROR THEREIN.

WHEREAS, Ordinance No. 1986-34, ratified by City Council on May 13, 1986, zoned a parcel of land containing 35.1 acres on the Stono River (Stono Marina) Limited Business (LB) and Conservation (C); and

WHEREAS, the tax map number for such parcel was incorrectly identified in said Ordinance TMS# 353-00-00-93, the correct TMS number being TMS# 345-00-00-093; and

WHEREAS, this Ordinance is passed for the intention of correcting the same.

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

Section 1: Ordinance No. 1986-34, ratified by City Council on May 13, 1986, is hereby amended by deleting the tax map number as stated in the title of said ordinance and in Section 1 of said ordinance and by constituting in lieu thereof the correct tax map number to wit: TMS# 345-00-00-093.

Section 2: In all other aspects, Ordinance No. 1986-34 remains unchanged.

Section 3: This ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-76

AN ORDINANCE

TO AMEND THE ORDINANCE NO. 1986-46, RATIFIED BY CITY COUNCIL ON MAY 27, 1986 BY CORRECTING A TYPOGRAPHICAL ERROR CONTAINED IN SECTION 1 (g) THEREOF.

WHEREAS, Section 1 (g) of Ordinance No. 1986-46, ratified by City Council on May 27, 1986 contains a typographical error; and

WHEREAS, this Ordinance is passed for the intention of correcting the same.

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

Section 1: Subsection (g) of Section 1 of Ordinance No. 1986-46, ratified by City Council on May 27, 1986, is hereby deleted from said ordinance and a new subsection (g) is inserted, which subsection (g) shall read as follows:

"(g) TMS# 350-07-00-054 through and including

TMS# 350-07-00-057"

Section 2: In all other aspects, Ordinance No. 1986-46 remains unchanged.

Section 3: This ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-77

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A QUIT-CLAIM DEED ON BEHALF OF THE CITY, CONVEYING TO THE PORTER ACADEMY, A SOUTH CAROLINA ELEEMOSYNARY CORPORATION, OF A PORTION OF MERRITT ROAD, HERETOFORE ABANDONED BY CITY COUNCIL ON NOVEMBER 12, 1985.

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

Section 1: The Mayor is hereby authorized to execute a Quit-Claim Deed on behalf of the City to The Porter Academy, A South Carolina Eleemosynary Corporation, of a portion of Merritt Road, heretofore abandoned by City Council on November 12, 1985. pursuant to the terms and conditions as set forth in the Quit-Claim Deed attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon ratification.

_____ The State of South Carolina.

WHEREAS, by Resolution of City Council adopted November 12, 1985, City Council abandoned a portion of Merritt Road, as hereinafter described; KNOW ALL MEN BY THESE PRESENTS, That CITY OF CHARLESTON in the State aforesaid, for/and in consideration of the sum of ONE AND NO/100 (\$1.00) Dollars to it in hand paid at and before the sealing of these presents, by THE PORTER ACADEMY, A SOUTH CAROLINA ELEEMOSYNARY CORPORATION in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said THE PORTER ACADEMY, A SOUTH CAROLINA ELEEMOSYNARY CORPORATION, its successors and assigns:

ALL that piece, parcel or tract of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, and enclosed within the letters "A", "B", "C", "D" and "A", which tract is more fully delineated on a plat entitled "Plat of Abandoned 50' Merritt Road Right-of-Way consisting of Tract MR3\$ and MR4\$ for U.S. Shelter Corporation", which plat was made by G. Robert George & Associates, dated February 26, 1986, and recorded in the RMC Office for Charleston County in Plat Book _____, Page _____; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

GRANTEE'S ADDRESS:

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said THE PORTER ACADEMY, A SOUTH CAROLINA ELEEMOSYNARY CORPORATION, its successors and Assigns forever.

IN WITNESS WHEREOF CITY OF CHARLESTON has caused these presents to be executed in its name by Joseph P. Riley, Jr. its Mayor and its corporate seal to be hereto affixed this _____ day of _____ in the year of our Lord one thousand nine hundred and eighty-six, and in the two hundred and tenth year of the Sovereignty and Independence of the United States of America.

CITY OF CHARLESTON (Seal)

By _____

Mayor

Ratification

Number 1986-78

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A QUIT-CLAIM DEED ON BEHALF OF THE CITY, CONVEYING TO U.S. SHELTER CORPORATION A PORTION OF MERRITT ROAD, HERETOFORE ABANDONED BY CITY COUNCIL ON NOVEMBER 12, 1985.

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

Section 1: The Mayor is hereby authorized to execute a Quit-Claim Deed on behalf of the City to U.S. Shelter Corporation of a portion of Merritt Road, heretofore abandoned by City Council on November 12, 1985, pursuant to the terms and conditions as set forth in the Quit-Claim Deed attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon ratification.

_____ The State of South Carolina.

WHEREAS, by Resolution of City Council adopted November 12, 1985, City Council abandoned a portion of Merritt Road, as hereinafter described; KNOW ALL MEN BY THESE PRESENTS, That CITY OF CHARLESTON in the State aforesaid, for/and in consideration of the sum of _____ Dollars to it in hand paid at and before the sealing of these presents, by U. S. SHELTER CORPORATION in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said U. S. SHELTER CORPORATION, its successors and assigns:

ALL that piece, parcel or tract of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, and enclosed within the letters "E", "B", "C", "D", "G", "F", and "E", which tract is more fully delineated on a plat entitled "Plat of Abandoned 50' Merritt Road Right-of-Way consisting of Tract MR3\$ and MR4\$ for U.S. Shelter Corporation", which plat was made by G. Robert George & Associates, dated February 26, 1986, and recorded in the RMC Office for Charleston County in Plat Book _____, Page _____; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

GRANTEE'S ADDRESS: P.O. Box 1089, Greenville, SC 29602

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said U. S. SHELTER CORPORATION, its successors and Assigns forever.

IN WITNESS WHEREOF CITY OF CHARLESTON has caused these presents to be executed in its name by Joseph P. Riley, Jr. its Mayor and its corporate seal to be hereto affixed this _____ day of _____ in the year of our Lord one thousand nine hundred and eighty-six, and in the two hundred and tenth year of the Sovereignty and Independence of the United States of America.

CITY OF CHARLESTON (Seal)

By _____

Mayor

Ratification

Number 1986-79

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT .45 ACRES OF LAND LOCATED ON MAYBANK HIGHWAY, APPROXIMATELY 600 FEET SOUTHWEST OF ITS INTERSECTION WITH RIVER ROAD (TM# 313-00-00-160) INITIALLY ANNEXED INTO THE CITY OF CHARLESTON NOVEMBER 13, 1984 (1984-167) AND REANNEXED DECEMBER 30, 1985 (1985-156) BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION.

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

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

.45 acres of land located on Maybank Highway, approximately 600 feet southwest of its intersection with River Road (TM# 313-00-00-160)

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

Section 3. This ordinance shall become effective upon ratification.

Ratification

Number 1986-80

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT A .5 ACRE PARCEL, MORE OR LESS, LOCATED ON MAXCY STREET, JAMES ISLAND (TM# 343-10-00-09), INITIALLY ANNEXED INTO THE CITY OF CHARLESTON MAY 22, 1984 (1984-51) AND REANNEXED DECEMBER 30, 1985 (1985-156) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-3) CLASSIFICATION.

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

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

A .5 acre parcel, more or less, located on Maxcy Street, James Island (TM# 343-10-00-09)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-3) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratification

Number 1986-81

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 10.5 ACRES LOCATED WEST OF MAYBANK HIGHWAY AND NORTHWEST OF

RIVER ROAD, JOHNS ISLAND (TM# 311-00-00-05) INITIALLY ANNEXED INTO THE CITY OF CHARLESTON JUNE 9, 1983 (1983-28) AND REANNEXED MARCH 11, 1986 (1986-17) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

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

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

10.5 acres located west of Maybank Highway and northwest of River Road, Johns Island (TMS# 311-00-00-05)

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

Section 3. This ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-82

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 12.2 ACRES OF LAND LOCATED ON RIVER ROAD, JOHNS ISLAND APPROXIMATELY 300 FEET SOUTHWEST OF ITS INTERSECTION WITH MURRAYWOOD ROAD (TM# 312-00-00-69 AND 141) INITIALLY ANNEXED INTO THE CITY OF CHARLESTON NOVEMBER 13, 1984 (1984-166) AND REANNEXED MARCH 11, 1986 (1986-17) BE ZONED DIVERSE RESIDENTIAL (DR-6) CLASSIFICATION.

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

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

12.2 acres of land located on River Road, Johns Island approximately 300 feet southwest of its intersection with Murraywood Road (TM# 312-00-00-69 and 141)

Section 2. That the said parcel of land described above shall be zoned Diverse Residential (DR-6) classification.

Section 3. This ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-83

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 15 ACRES NORTHWEST OF MAYBANK HIGHWAY AND SOUTH OF RIVER ROAD, JOHNS ISLAND (TM# 312-00-00-79) INITIALLY ANNEXED INTO THE CITY OF CHARLESTON JUNE 9, 1983 (1983-28) AND REANNEXED MARCH 11, 1986 (1986-17) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

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

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

15 acres northwest of Maybank Highway and south of River Road, Johns Island (TM# 312-00-00-79)

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

Section 3. This ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-84

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT A 1.82 ACRES PARCEL ON THE NORTH SIDE OF MAYBANK HIGHWAY, NORTH OF THE MUNICIPAL GOLF COURSE (TMS#'S 343-09-00-02 THROUGH 09) ANNEXED INTO THE CITY OF CHARLESTON DECEMBER 30, 1985 (1985-156) BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION.

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

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

a 1.82 acre parcel on the north side of Maybank Highway, north of the Municipal Golf Course (TMS#'s 343-09-00-02 through 09)

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

Section 3. This ordinance shall become effective upon ratification.

_____ City Council entertained the Mayor's recommendation that Mrs. Linda Soutter succeed Harold Riser on the Charleston County Aviation Authority. The Mayor stated that Mrs. Soutter was also being recommended by County Council. The Mayor noted that his memorandum to City Council on this matter was inadvertently included in this afternoon's Committee on Ways and Means agenda packet. No objection was expressed to this matter being added to City Council's agenda. Councilmember Ader complimented the Mayor and County Council for selecting Mrs. Soutter and observed that Mrs. Soutter would be the first woman to serve on the Aviation Authority. The Mayor agreed and stated he would not have recommended someone to City Council unless there was agreement on a lady to serve. The Mayor added that it had been very helpful to have Mr. Riser, a Certified Public Accountant, on the Aviation Authority. Mrs. Soutter is a Certified Public Accountant also. On motion of Councilmember Richardson, seconded by Councilmember Kinloch, City Council voted to confirm the Mayor's appointment of Mrs. Linda Soutter to the Charleston County Aviation Authority.

City Council was reminded that its next regular meeting would be held August 19, 1986.

The Mayor stated that on August 19, 1986 a joint public hearing would be held by City Council and County Council on the Highway 61 Plan. He said he made an appearance before County Council and stressed the importance of the City of Charleston, the County of Charleston, and Berkeley County working together on this matter, and that each governmental body had to have a public hearing. The County suggested that the City of Charleston and Charleston County Council hold a joint public hearing and he concurred. The Mayor suggested to City Council that the August 19th meeting commence at 5:30 p.m. on the sixth floor of the County Office Building for the public hearing. At the conclusion of the public hearing, he said, City Council would reconvene in City Hall for its regular

meeting. The Mayor's suggestion was discussed briefly, and in conclusion, City Council agreed with the Mayor's suggestion.

Next, the Mayor pointed out that the first regularly scheduled meeting of City Council in December conflicts with the National League of Cities meeting which will be held this year in San Antonio, Texas. He suggested City Council's meeting be rescheduled. After a brief discussion, it was agreed City Council's December meetings should be held on the 9th and the 16th.

There being no further business, the meeting was adjourned on motion of Councilmember Kinloch.

MARY R. WRIXON

Clerk of Council