September 23, 1986

Regular Meeting, September 23, 1986

PROCEEDINGS OF COUNCIL

COMMISSIONERS OF PUBLIC WORKS

OFFICE BUILDING

103 ST. PHILIP STREET

Regular Meeting.

September 23, 1986.

The seventy-first meeting of the City Council of Charleston was held this date convening at 7:00 p.m.

A notice of this meeting and an agenda were sent sent to the local news media September 18, 1986. A notice of the meeting appeared in SATURDAY, September 19, 1986.

PRESENT

The Honorable Joseph P. Riley, Jr., Mayor; and, Councilmembers Gaillard, Kinloch, Richardson, Jefferson, Christopher, Ford, Berlin, Ader, Stephens, and Thomas 11.

The Mayor explained that because of other commitments, Councilmembers Scott and Baker would be unable to attend this evening's meeting.

The meeting was opened with prayer by Councilmember Berlin.

The Mayor welcomed the visitors to this meeting. He apologized for arriving late and explained that he had had to attend a matter of utmost importance which required his attention.

The first matter on the agenda was the Citizen Participation Period. The Mayor explained the purpose of this portion of the meeting and invited citizens to address City Council on any matter they wished.

The following persons addressed City Council:

(1) Mrs. Sandra Fowler, President of the Miriam B. Wilson Foundation, elaborated on the presentation Mrs. Loraine Fordham made at City Council's last meeting regarding the Old Slave Mart Museum of Artists and Craftsmen. In her remarks she expressed the belief that in spite of the fact that curators, collectors and historians from all over the country look at the museum with pride and amazement and want to purchase some of its items, locally the museum is taken for granted. Except at the Old Slave Mart Museum, she said, when preservationists and tourists come to this City and see the beautiful buildings in it, the black craftsmen who built these homes are not remembered and recognized. She concluded her remarks by saying she would like for the museum to be considered as a possible cornerstone for the future education of local artists and craftsmen.

(2) The Mayor observed that up for second reading on this evening's agenda was a bill to annex property located in Avondale and owned by the Lutheran Church of the Redeemer. He stated that the residents of the area remain opposed to this annexation. They felt the only reason the church is coming into the City is that it has worked out a deal with the City whereby it will be able to carry out its plans for a day care center and a teen center. He believed it will serve the City no purpose to annex the subject property and by this action lose the possibility in the future of annexing 200 to 300 houses in the area.

(3) Ms. Marsha Fox commented on a bill which City Council would be considering for first reading this evening. The purpose of the bill was to amend the street peddlers' and canvassers' ordinance. Ms.

Fox stated that she is a street peddler and has a City license to operate in the downtown area. She complained that neither she nor anyone she knew was aware that a committee to study the peddlers' ordinance existed. Neither had they known that an amendment to the ordinance was being studied. She complained also that the street peddlers had not been given the opportunity to give input at any committee meeting. Since they are directly affected by the proposed bill, Ms. Fox asked City Council to refrain from voting on the proposed bill until the street peddlers had been given the opportunity to give some input.

Ms. Fox observed that the proposed amendment excludes flower ladies and basket ladies, who, even though they do not sell from push carts, must obtain a City license to operate similar to hers. To her knowledge only two push carts are operated in the City. She said she had never seen peddlers blocking a City sidewalk or obstructing traffic in the street. She had never noticed any street peddlers making nuisances of themselves or selling anything that is obscene or unlawful. She felt the street peddlers have the right to be heard by the City.

In response to a question asked by Councilmember Ford, Councilmember Berlin who is member of the City Market Advisory Commission which recommended the proposed bill, explained that the proposed bill, excludes food vendors. The Mayor answered another question asked by Councilmember Ford by explaining that the locations which have been designated for food vendors to operate in do not apply to street peddlers. Ms. Fox answered another question by saying she sells T-shirts and is licensed to sell downtown and in the Market area.

In response to another question asked by Councilmember Ford, Ms. Fox stated she believed requiring street peddlers "to stay in constant motion", as required in the proposed ordinance, would hurt her business.

(4) Robert Payne stated his wife and another lady sell earrings from a push cart during Spoleto. He felt the proposed bill would outlaw them from doing this and that it would put them out of business. He also felt pushing carts on sidewalks creates an unsafe condition. He believed the proposed bill would prevent poor people and artists from going into business with a low overhead. He concurred with Ms. Fox's sentiments on the proposed ordinance and added that it was specifically written to prohibit Ms. Fox and his wife from selling. He felt the proposed ordinance grew out of a personal conflict between Ms. Fox and someone in the Market area. He urged City Council to vote against the proposed bill, and stated (a) it is un-American because it is using government to keep little people from going into business; (b) it will expose the City to unnecessary liability; (c) it is discriminatory since it allows people to sell baskets, flowers and food, yet another form of art cannot be sold; (d) it appears to be in violation of the Civil Rights Act of 1968. Mr. Payne related that San Francisco had a situation similar to Charleston's and it took the matter to a public referendum. The citizens of that city voted overwhelmingly in favor of the street vendors. Mr. Payne urged City Council to take this question to a public referendum also.

(5) Douglas Bingham, President of the Ardmore Neighborhood Association, asked City Council to name Sanitation Inspector, Sam Price, "City Employee of the Year". Among his reasons for this nomination were Mr. Price's diligence, his love for his job, and his preserverence in his efforts to help the Ardmore neighborhood create a better neighborhood as well as to make it a safer and cleaner community.

Mr. Bingham stated that his second purpose for addressing City Council this evening was to express the opinion that the City's Environmental Ordinance is a good ordinance but that it "does not have any teeth in it" and "is very vague". He complained that there are many properties in the city with unattended yards and overgrowth that dominate and overcome houses. Also, Mr. Bingham complained that many of the owners of such properties are issued citations and are taken into Environmental Court, and often this action amounts to nothing. He thought City Council should re-read its Environmental Ordinance and get together with the Sanitation Department's officials to see what can be done to strengthen the ordinance. He pointed out that Sanitation officials must go through a considerable amount of work to issue citations. He felt one of the problems is that the

members of the community do not take these citations seriously. He concluded his remarks by again urging City Council "to put some teeth" in its Environmental Ordinance.

(6) Reverend Herman R. Yoos, Pastor of the Lutheran Church of the Redeemer, distributed pictures of his church and surrounding area. He stated he was well aware of the fears and concerns of many of the residents in Avondale. He thought many of the issues that have grown out of the church's annexation request have been "blown out of proportion". He stated that his church weighed the concerns of the community prior to making its decision. It tried to determine whether or not the church's request would

constitute a real threat to the community. He added that although the church realizes there are some strong feelings and objections to its annexation request, the church believes that annexing its property to the City of Charleston will not be detrimental to the community and that it will not bring harm to the residents of Avondale.

Pastor Yoos proceeded to explain that the church's annexation request grew out of its concern for the congregation's children and family members. The church felt that bringing its property into the City would give it another chance to be heard, this time before the Board of Adjustment, and for a decision to be made on the facts presented. He concluded his remarks by thanking City Council for considering the church's annexation petition.

No one else indicated a desire to address City Council during the Citizen Participation Period. The Mayor declared this portion of the public hearing concluded.

Continuing with the agenda, the minutes of City Council's September 9, 1986 meeting were approved on motion of Councilmember Richardson.

The following report from the Ad Hoc Committee on drainage and retention ponds was received:

MEMORANDUM

TO: City Council

FROM: Ad Hoc Committee on Retention/Detention Ponds

RE: Committee Report

DATE: September 23, 1986

Pursuant to your request, the above-referenced Committee, consisting of representatives from the Public Service, Planning and Legal Departments, has met in an effort to address the concerns expressed by Council with respect to the design, construction, maintenance, etc., of retention or detention ponds built as a part of a development's drainage system.

The Committee endorses the concept of such ponds as a means of alleviating downstream flooding. These ponds, however, do not necessarily solve all problems of stormwater runoff because there are pre-existing developed sites which did not incorporate such facilities in their drainage systems. As such, with respect to the design and construction of such ponds as a part of the drainage system of new developments, criteria is now in effect and has been utilized by Public Service to assure that such ponds are (1) designed in a safe and appropriate manner so as to accomplish the intended function of handling the site's runoff; and (2) constructed utilizing the necessary materials to achieve this result. Under in-house consideration at this moment is a proposed ordinance for erosion sediment and stormwater management that will address these issues in a comprehensive fashion. It is hoped that this ordinance will be passed by the City and the County simultaneously so that the criteria, procedures, responsibilities, etc., of each governmental entity thereafter will be consistent. This ordinance should be presented to the Committee on Public Works and Utilities as early as next month. Also pending before the County now is a request from Charleston and other

cities that the County adopt and implement a maintenance and inspection program of all such ponds throughout the County, both in and out of corporate limits.

With respect to the maintenance of, and liability for, such ponds, such remains with the owner thereof. In an effort to assure that the owner acknowledge such responsibility and that subsequent purchasers in developments are aware of their potential responsibility in this regard, we are suggesting that, as a part of site plan review, the developer be required to submit to the City documents, in recordable form, outlining a program of maintenance and also providing therein a procedure whereby the City, in the event that maintenance should not be pursued, be allowed to undertake the necessary work and assess the cost thereof to the individuals, homeowners association or the entity that has the responsibility therefore, without assuming continuing maintenance thereafter.

With respect to drainage systems that currently do not operate at optimum levels, the Committee is considering a program for the implementation of impact fees to balance the needs and rights of existing users of the drainage systems with those who, although not yet utilizing the systems, have development rights. While legal issues and policy considerations are still under review, the idea behind the fee would be to assess the developer his proportionate share of downstream or off-site improvements that may be required for a particular part of the drainage system due to the development. While the total costs of such improvements would not necessarily be recouped, such fees could be added to the established drainage fund for drainage improvements. This matter is still being studied and fine-tuned. We hope to report back to you concerning it in the near future.

_____ Councilmember Stephens considered this report extremely preliminary. He said the report surprised him as he had thought it would have "a lot more teeth" due to the fact that City Council almost on a periodic basis is authorizing retention ponds. He complained that the report did not state anything in the "firm, fixed manner" that one would need to address a technical question. He noted it was stated in the report that this matter would be presented to the Committee on Public Works and Utilities next month. He looked forward to that meeting, he said, when he hoped to get something much more concrete on this issue. In short, he added, he felt the report was only a concept and he was disappointed in the concisiveness of the report. He said he had been concerned that was the way the report would turn out.

Following up on Councilmember Stephens' comments, Assistant Corporation Counsel Frances I. Cantwell stated she believed the proposed ordinance on erosion sediment and stormwater management, referred to in the report, will address the technical questions that Councilmember Stephens wanted to ask. She explained that this very comprehensive piece of legislation has been worked on by the City's engineers and planners in conjunction with the county's engineers and planners. She expressed the hope that this proposed ordinance would go before the Committee on Public Works and Utilities in October. She felt it will address the technical, construction, and engineering type questions as to how drainage is to work.

Councilmember Ader asked Ms. Cantwell if the proposed ordinance will have any effect on retention ponds which have already been allowed. Ms. Cantwell replied she did not believe there was much the City could do to rectify those that already have been approved.

In response to another question asked by Councilmember Ader, Ms. Cantwell said she understood retention ponds have been designed to handle the drainage run-off of any development that has occurred on land which has been annexed to the City. She explained that often off-site improvements need to be made because the existing system is old. She stated that as the staff studied the proposed erosion control ordinance, it also looked into some sort of impact fee program whereby a developer would be required to pay his proportionate share of off-site improvements when it is known that the existing system is already failing and tying into it may perhaps require an immediate off-site improvement.

Councilmember Ader asked if the City had accepted the maintenance of the two retention ponds on Stephan Drive. Ms. Cantwell replied she did not know the status of the project other than to say that the project was designed when it was in the City. Councilmember Ader said she understood the City has not yet accepted Stephan Drive. Ms. Cantwell concurred with Councilmember Ader's understanding on this issue. The Mayor pointed out that the Planning Department rather than City Council has a process to approve retention ponds. Councilmember Ader complained that even though they have not been put in use yet, the retention ponds on Stephan Drive are "grown up" and need to be cleaned out.

Councilmember Thomas complained that City Council accepts projects on the basis of engineering reports and then, after a heavy rain, City Council sometimes finds that there is no controlled run-off and there is flooding. He asked Ms. Cantwell if there was anything in the proposed ordinance which would make responsible anyone who says that something will work and then it does not work. Ms. Cantwell answered she did not know whether or not it did. She thought, however, this was a good suggestion, and if it is not already in the proposed ordinance, she felt

it should be incorporated into it. She suggested the wording be to the effect that "the City will accept certification from an engineer who will stand behind the data that is given to the City." She said she knew of instances in the past when the City had gone back to engineers whose work proved not to be satisfactory, and they re-did the projects.

There was no further discussion on the Ad Hoc Committee's report.

Next, the Mayor explained that to receive an Attorney General's opinion, a governmental body needs to request it. He explained that there is a group interested in running a cruise ship from Charleston. There would be gambling devices on board and during a cruise they would be used. The question, he said was whether or not it would be in violation of State Law for such a ship to dock in Charleston. Corporation Counsel William B. Regan requested City Council's authorization to request an Attorney General's opinion on this question.

Councilmember Richardson said he understood gambling devices could not be used once a ship approaches the harbor and while it is docked in the City. The Mayor and Assistant Corporation Counsel Cantwell concurred with his statement.

Councilmember Richardson then questioned whether State Law has jurisdiction beyond a certain distance from dockside. He stated that from his twenty-five years of experience involved with the waterfront, it was his understanding this was a question that is answered under the Harbor Act.

Councilmember Berlin pointed out that the legal question was whether or not such a ship could be brought into the City of Charleston as part of the origination.

Councilmember Richardson then moved that Corporation Counsel Regan be authorized to request an Attorney General's opinion on this question. Councilmember Kinloch seconded the motion. The motion carried.

City Council received an annexation petition signed by Harold I. Sherman as trustee for Ivan Morton Sherman, Mitchell Liynn Sherman, and Howard B. Sherman, requesting that approximately 2.8 acres (TMS# 313-0-0-52) and all adjacent public rights-of-way be annexed to the City of Charleston. On motion of Councilmember Stephens, seconded by Councilmember Kinloch, City Council voted in favor of accepting the annexation petition and of giving first reading to a bill to annex the subject property.

The following bill received first reading:

A BILL

TO PROVIDE FOR THE ANNEXATION OF A 2.8 ACRE PARCEL OF LAND (MORE OR LESS) LOCATED ON THE WEST SIDE OF WALTER DRIVE, APPROXIMATELY 500 FEET SOUTHEAST OF MAYBANK HIGHWAY, JOHN'S

ISLAND, (TMS# 313-00-00-52) 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 (2.8 acres, more or less) to be annexed is located on John's Island, in Charleston County and is identified by the County Assessor's Office as TMS# 313-00-00-52 (see attached map) and all adjacent public rights-of-way.

Section 3.

This Ordinance shall become effective upon ratification.

_____ An annexation petition signed by Larry Franklin Stayrook and Rita Dale Stayrook was received. In this petition it was requested that property consisting of approximately .224 acre (TMS# 350-13-00-92) and all adjacent public rights-of-way located in St. Andrews Parish be annexed to the City of Charleston. On motion of Councilmember Jefferson, seconded by Councilmember Stephens. City Council voted to accept the annexation petition and to give first reading to a bill to annex the subject parcel of land.

The following bill received first reading:

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 217 CULVER AVENUE (.224 ACRE, MORE OR LESS) (TMS# 350-13-00-92) LOCATED IN ST. ANDREWS PARISH, 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 to be annexed (217 Culver Avenue) is located in St. Andrews Parish in Charleston County and is identified by the County Assessor's Office as TMS# 350-13-00-92 (see attached map) and all adjacent public rights-of-way.

Section 3.

This Ordinance shall become effective upon ratification.

_____ Also, City Council received an annexation petition signed by Gilbert L. Hardee and Rosemary P. Hardes requesting that approximately 5.5 acres (TMS# 312-0-0-112) and all adjacent public rights-of-way on Johns Island be annexed to the City of Charleston. On motion of Councilmember Richardson, seconded by Councilmember Kinloch, City Council voted in favor of accepting this annexation petition and of giving first reading to a bill to annex it.

The following bill received first reading:

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1460 RIVER ROAD, PARCEL A, (5.5 ACRES MORE OR LESS) JOHN'S ISLAND (TMS# 312-00-00-112), 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 to be annexed (1460 River Road, Parcel A) is located on John's Island in Charleston County and is identified by the County Assessor's Office as TMS# 312-00-00-112 (See attached map) and all adjacent public rights-of-way. (Map attached to original ordinance.)

Section 3.

This Ordinance shall become effective upon ratification.

_____ Next, Councilmember Thomas introduced the following resolution:

RESOLUTION

WHEREAS, The City Council of Charleston recognizes that current population growth rates and the related physical development of James Island are creating serious impacts to the health, safety, welfare, and overall quality of life for all the citizens of James Island, and the situation warrants a complete and detailed study and analysis which shall result in a comprehensive plan for the entire island; and,

WHEREAS, The City Council of Charleston has directed the Department of Planning and Urban Development to work with the Charleston County Planning Department and the James Island Study Committee in drafting a comprehensive plan for all of James Island; and,

WHEREAS, The City Council of Charleston has already seen fit to place a residential density limit of six (6) units an acre on James Island on all rezonings of property located within the jurisdiction of the City, with the exception of housing for the elderly; and

WHEREAS, The City Council of Charleston recognizes that any significant land use changes undertaken during the preparation of the James Island Comprehensive Plan are not in the best interest of the entire community and would seriously restrict the effectiveness of the plan once adopted by the governmental bodies involved in its formation.

NOW, THEREFORE, BE IT RESOLVED that The City Council of Charleston assembled shall, upon passage of this resolution, place a moratorium on all multi-family and commercial zonings and rezonings of property located on James Island, within the jurisdiction of the City, for a period of six (6) months beginning from the time of passage of this resolution.

City Council reserves the right to continue this moratorium upon a majority vote of Council, as considered necessary in order to complete the James Island Comprehensive Plan.

_____ The Mayor noted that Councilmember Thomas is a representative of the City of Charleston on the James Island Land Use Planning Committee.

Councilmember Thomas moved for adoption of the resolution. Councilmember Ader seconded the motion.

During the period of discussion which followed, Councilmember Thomas answered questions asked by the members of City Council. He responded to a question asked by Councilmember Richardson, by saying that the moratorium was not retroactive so he did not believe it would adversely affect any application the City might have on file. He felt zoning and rezoning applications that are on file would be heard on their own merit.

The Mayor asked if the sense of City Council was that the moratorium would not apply to property on James Island annexed into the City, where the zoning which the City would give it would be the same as what it had in the County.

Councilmember Thomas stated this was the sense of his resolution. He stated that if the resolution were adopted, property owners annexing properties to the City could not seek any increase in density above that which they already are allowed by the County. He stressed that the purpose of the resolution was that there be no changes in density, especially increases in density, so that there can be good planning.

Councilmember Gaillard asked when it was anticipated the plan would be completed. Councilmember Thomas replied that there is no absolute agreement. He stated that the proposed

moratorium was for six months and that the committee would like to get the matter cleared up within that period of time. If it becomes necessary to work harder and longer than that, however, he thought the committee should be allowed to do so. He expressed the hope that the plan will be ready in six months. He pointed out that the Highway 61 Plan had taken a little longer to prepare than originally anticipated.

Councilmember Gaillard stated his second question was the same as the Mayor's had been. He believed the words "zonings and" in the first paragraph of the resolution should be deleted so as to make it clear that the moratorium does not apply to property that the City annexes; that it only applies to rezonings, not initial zonings.

Councilmember Thomas emphasized that he wanted to make it clear that the resolution would prohibit any property on James Island which is annexed to the City, which has a single-family zoning category in the County, to be given an initial zoning or to be rezoned to a multi-family or commercial category. He stated he could not accept Councilmember Gaillard's suggestion because it left the question too wide open.

Councilmember Gaillard stated he agreed with the Mayor's earlier statement. He felt if it was necessary to add a sentence to the resolution to clarify that point, it should be added.

Councilmember Thomas stated he did not find acceptable the deletion of words suggested earlier by Councilmember Gaillard.

Councilmember Gaillard stated that as long as the intent was as he had mentioned, as well as the Mayor, he would have no problem with the resolution.

The Mayor thought if City Council agreed on the intent of the resolution, and this agreement was in the record, there would not be any risk that it could tie City Council's hands beyond what City Council had intended the resolution to do.

Councilmember Thomas answered a question asked by the Mayor by saying that he concurred with the points that had been raised, except for the one pertaining to the deletion of the two words in the resolution, mentioned by Councilmember Gaillard.

Councilmember Ford observed that density on James Island is already restricted to six units per acre, and asked why the moratorium Councilmember Thomas' resolution called for was necessary.

Councilmember Thomas explained that the current moratorium was less strict and not as complete as what he was asking for from the County, the City, and the Public Service District now in the resolution.

Councilmember Berlin said he thought the intent of the resolution was to make sure City Council does not rezone or zone properties to multi-family or commercial categories. According to his interpretation of the wording in the resolution, a person who owns a large tract of land with a single-family residence on it could not seek a rezoning for a duplex or another use that is well within the realm of that piece of property.

Councilmember Thomas stressed that if the resolution were adopted, the owner of such a piece of land could not get the property rezoned for any increase in density until the James Island Land Use Planning Committee has looked at the situation and has made some type of plan for the future. In the meantime, he said the committee was asking everyone "to stand back a little bit" and not "run helter skelter and pell mell with bad plans that do not fit." He believed this request was in the best interest of the City and the total community.

Councilmember Berlin said he agreed with the intent of the resolution. He felt, however, that a time

limit should be set on the moratorium. Councilmember Thomas pointed out that a six-months' time limit was stated in the resolution. Councilmember Ader added that the six-month moratorium, if necessary, could be extended.

Councilmember Christopher noted that the County and the Public Service District had been mentioned during this discussion. He asked, if adopted this evening, would the resolution affect only the part of James Island that is in the City limits. Councilmember Thomas replied in the affirmative and added that the County had already passed a similar resolution.

Councilmember Ford asked why a distinction was being made between the City and the County, when the City is part of the County. He questioned why the City should jeopardize its changes of annexing lands on James Island by adopting the subject resolution.

Councilmember Ader felt Councilmember Ford was confusing the issue. She pointed out that the purpose of the subject resolution was to defer any zonings or rezonings that would increase density on James Island until the James Island Land Use Plan is developed. She pointed out this was what had been done for the Highway 61 area.

Councilmember Ford argued that the proposed resolution would not hurt the County but that it would hurt the City. Councilmember Ader argued that it would not stop or affect annexations at all.

Councilmember Ford felt if City Council adopted the resolution, it would be taking away from the City some of its bargaining powers with developers. He believed if the City could not offer more than what a developer can get by remaining in the County or Public Service District, the developer would see no reason for annexing his property to the City.

The Mayor stated he thought the resolution was a good idea and said he would support it. He pointed out that a group similar to the James Island Land Use Planning Committee made a similar study of the Highway 61 area. He agreed that if the resolution were adopted, a person wanting to annex property into the City and seeking a change in zoning which would result in a higher density would be prevented from getting the rezoning he or she sought. On the other hand, he felt the good feature about the resolution was that all of the governmental bodies would be working together on a unified land use plan, which he believed was in everyone's best interest.

Councilmember Richardson asked for clarification on the effect of the resolution on an application which has been made to the City Planning and Zoning Commission or the Board of Adjustment and which is pending. The Mayor said he understood that any application that has been filed and is pending would not be affected by the resolution. If City Council adopted the resolution this evening, however, commencing early the following morning any new applications for rezoning, in essence, would have to wait six months.

There was no further discussion on Councilmember Thomas' motion. City Council voted on the motion. The motion to adopt the above resolution, introduced by Councilmember Thomas, carried.

The following report of the City Market Advisory Commission was received:

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

Because of the increased number of people living in and visiting the City of Charleston, The City Market Advisory Commission feels that while canvassers, solicitors and peddlers should utilize the public streets and sidewalks, citizens should have unobstructed use and safe access to the streets and sidewalks. The Commission, therefore, recommends that an ordinance amending the Code concerning the governing of canvassers, solitictors and peddlers be ratified.

Eleanor Carter, Chairman

Councilmember Gaillard asked to be briefed on this matter by a member of City Council who serves on the City Market Advisory Commission, which submitted the proposed legislation.

At the Mayor's suggestion, Assistant Corporation Cantwell, who attended the commission's meeting and who drafted the proposed ordinance, briefed City Council on this issue.

She explained that approximately a month ago the City Market Advisory Commission requested her presence at a meeting, along with some other City staff persons, to discuss some deficiencies the commission members felt were in the City's ordinance which regulates peddlers, other than those who sell food and drinks in stationary vehicles. She stated that the commission apparently had received complaints from people in the Market area concerning congestion and peddlers in the street. The commission asked that the staff (1) look at the ordinance and explain it to the commission; and, (2) if there were any deficiencies which the City staff thought were in the ordinance, that the staff clarify them.

Ms. Cantwell said it has always been the Legal Department's position that a peddler by definition is "one that moves", whether it be from house to house, street to street, location to location. That, she pointed out, is how a peddler is defined in the City Code.

She explained that the Police Department, however, in an effort to enforce the ordinance has come upon a program which is not so much an enforcement problem as much as a proof problem, i.e., what does "movement" mean?

Ms. Cantwell explained that the purpose of the proposed ordinance which City Council had before it this evening was just to clarify what the City already has on the books, i.e., to establish that if you are a peddler, you have got to move. The proposed ordinance was presented to the City Market Advisory Commission. The consensus of the commission was that the clarification was required, that it would help the situation in the Market area, and, the commission recommended it to City Council for consideration.

Councilmember Berlin, a member of the City Market Advisory Commission, explained that the intent of the proposed ordinance was to clarify the current ordinance in such a way that the City's police officers would have an ordinance they could interpret and enforce when peddlers block the sidewalk or create a safety hazard, particularly on Market Street. The commission believed the proposed ordinance would give a police officer the "teeth" needed to enforce the peddlers ordinance.

Councilmember Ford asked Ms. Cantwell if the flower ladies would come under the proposed ordinance. Ms. Cantwell and the Mayor stated that the flower ladies were exempt. Ms. Cantwell answered another question asked by Councilmember Ford by saying that the flower ladies have the same license that the push cart peddlers have.

Councilmember Christopher, who also serves on the City Market Advisory Commission, felt the issue was "what constitutes constantly moving?" He said the concern of some persons was how a peddler could make a sale or sales and still be "constantly moving". He believed in order to make a sale, peddlers are going to have to stop moving.

Councilmember Richardson asked what effect the proposed ordinance would have on those persons who have tables on the sidewalks along Market Street. He pointed out that these tables, particularly on the East Bay Street side of the City Market, block sidewalks and pedestrians find it extremely difficult to walk on the sidewalks because of the tables. Ms. Cantwell replied that unless the area Councilmember Richardson was referring to is part of the Market sheds, no one would be allowed to remain permanently in a stationary position on a sidewalk, unless the spaces were designated for the sale of food.

Ms. Cantwell proceeded to say that at this point in time, if there are people setting up on public sidewalks, they should not be doing so. She added that the ordinance would not prevent someone who has private property from letting people set up tables on the private property.

Councilmember Richardson asked if the proposed ordinance would prevent the street between the Market sheds being blocked off for peddlers. Ms. Cantwell replied that that was a policy which the City had adopted. Her interpretation of City Council's action when it blocks off those portions of streets between the Market sheds and allows peddlers to sell in those blocked-off streets is that the City has temporarily incorporated them into the Market sheds. On their own, peddlers could not sell in those portions of streets. That could be done only when the City authorized the blocking of the streets.

Councilmember Christopher said he noticed there were no peddlers at the City Market Advisory Commission's meeting when the proposed ordinance was considered. He said he did not know until after the

meeting that the peddlers did not learn of the meeting before it was held. He believed that in fairness to the peddlers, if action was going to be considered which affected them and their livelihood, they should know about it in advance and be invited to the meeting. He felt the commission only heard one side of the issue because the other side was not presented.

Councilmember Thomas asked if the hot dog vendors would be covered under the proposed ordinance. Ms. Cantwell replied they would not unless there was not a designated space for their carts. She explained that spaces for food and drink vendors were designated by the City's Traffic and Transportation Department, with City Council's approval. Persons who sell food and drink are allowed to use those spaces on a first come, first serve basis and are allowed to remain stationary in those spaces.

Ms. Cantwell explained that if a vendor wants to sell snow cones, for example, and there is no space available that has been designated for food and drink vendors, in order to sell snow cones, that vendor must move his or her push cart and cannot remain stationary on a sidewalk or street.

Councilmember Thomas asked if the proposed ordinance would supercede the vendors ordinance since it does not specifically exempt them. Ms. Cantwell replied in the negative. She stated that the vendors ordinance specifically addresses stationary vendors selling food and drink. The proposed ordinance which City Council had before it this evening was to be inserted in the section of the City Code dealing with peddlers in general.

Councilmember Thomas asked if a vendor were to sell snow cones or have a cooler on his "earring peddler cart", could the vendor use one of the spaces designated by the Traffic Department for food vendors. Ms. Cantwell stated the vendor could sell snow cones from that space. She did not know at this time whether or not the vendor could sell the earrings.

Councilmember Thomas felt the proposed ordinance was a "little lose". He did not think it would accomplish what City Council wanted it to accomplish.

Councilmember Gaillard stated he was not sure how he felt about the proposed ordinance. He said he would be willing for the bill to be given first reading this evening provided City Council could refer the bill to a standing committee for a public hearing. He believed before City Council takes final action on the bill, a public hearing was needed.

Councilmember Richardson disagreed with Councilmember Gaillard. He believed City Council should take no action on the bill until the peddlers have had an opportunity to give input. Councilmember Gaillard stated he had no problem with Councilmember Richardson's position.

A brief period of discussion followed on the question of which standing committee should consider the proposed bill. It was concluded that this proposed bill should be considered jointly by the Committee on Traffic and Transportation and the Committee on Public Works and Utilities, in the same manner that the ordinance regulating hot dog vendors was considered.

Councilmember Gaillard so moved. Councilmember Richardson seconded the motion. The motion to refer the proposed ordinance regulating peddlers to a joint committee on Traffic and Transportation and Public Works and Utilities 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 wishes to report that it has considered the following matters and recommends action be taken on them in the manner described below:

1.) Charleston Place Commemorative Brick: The Department of Parks received quotations for the actual implementation of the King Street commemorative brick sale. After researching methods of putting names in brick, it has been determined that sandblast etching is the most effective method. The cost of sandblasting varies widely according to the cost of making the stencils. A local firm, Mahoney's Monumental, has a computerized system to cut stencils which enables them to do this work much cheaper than others who cut stencils by hand. Mahoney's Monumental will personalize 10,000 bricks for a unit cost of $8.06 each. The cost of personalizing the bricks will vary according to the quantity.

The brick sale is a community relations program which will help the citizens of Charleston become a part of the revitalization of King Street. The profits from this program will be used for additional revitalization work on King Street.

An advertising campaign has been developed by David Rawle Associates, the cost of which, will be paid from unused Community Development funds of the Revitalization office which will be repaid from profits of the brick sale. The King Street Merchants Association is co-sponsoring the program and will be selling bricks from their stores. Bricks will be sold for $10.00 each from September 15 to October 31 and for $25.00 each after October 31.

The Committee on Ways and Means has voted in favor of awarding to Mahoney's Monumental a unit price contract for this work. The committee recommends that City Council endorse the committee's action and authorize the Mayor to execute a contract with Mahoney's Monumental for this work.

2.) Increase in Revenue for Municipal Golf Course Reserve Account: Currently $1.00 is taken out of each green's fee for the reserve account in the Municipal Golf Course's budget. The Golf Course Commission has recommended this be increased to $1.50. The Committee on Ways and Means concurs with the recommendation. The increase will enable the payment for the irrigation system to be completed at an earlier date and will also provide extra funds for much needed equipment for the Golf Course. Physical repairs could be made when necessary with this increase. The Committee on Ways and Means concurs with the Golf Course Commission's belief that this increase in the reserve account will make is possible for the Golf Course to continue operating at a profit each year. The Committee recommends that City Council endorse the recommended increase in revenue in the Golf Course's reserve account.

3.) Allocation of Funds to Match National Endowment for the Arts' Grant for Conservation of Five (5) City-owned Paintings: The Commission on Arts and History wishes to apply for a $15,000 grant from the National Endowment for the Arts. These funds will be used for conservation of five (5) paintings belonging to the City of Charleston. They are:

(a) Healy's portrait of John C. Calhoun

(b) Healy's portrait of Pierre Beauregard

(c) Beard's portrait of Zachary Taylor

(d) Savage's Portrait of John Huger

(e) Mayr's painting of the Officers of The Volunteer Fire Department 1841.

All of these paintings have deteriorated and are in need of extensive treatment. Estimates by conservator Charles Olin have been secured and will be firm through the award period. Mr. Olin did the conservation of the portraits of Washington, Jackson and Monroe, and is very familiar with the City Collection. He is one of the most respected conservators in the United States.

The grant will be awarded April 1, 1987. The work for which it is awarded must be completed by November 1, 1988. The grant application must be submitted by September 29th.

In order to receive the grant the City must provide matching funds of $15,000. $2,900 of this is already secured through in-kind services and several private donation.

The Committee on Ways and Means has approved the Commission on Arts and History's request for $12,100 to be approved for this conservation work. The committee recommends that City Council endorse the committee's action and authorize the Mayor to execute the grant application on behalf of the City of Charleston.

4.) UMTA Section 9A Grant Award: The Committee on Ways and Means recommends that City Council authorize the acceptance of a grant award from UMTA approving the City's application for $86,800 in Federal Capital Assistance under Section 9A for construction funding of transit elements of the VRTC. The total grant amount is $108,500. UMTA will fund 80% ($86,800) of the expenditure with the 20% local share ($21,700) coming from the State Transportation Assistance Program ($10,850) and from Transit Account #TF-491-5419 ($10,850). The project budget is in conformance with what was requested in the portion of the City's application earmarked for VRTC construction submitted in April, 1985. This award fulfills all funding requested in the same 9A application which also included the capital award for the procurement of four (4) transit vehicles which was approved in June.

5.) Ardmore/Savannah Highway Drainage Contract Between City of Charleston and Davis and Floyd, Inc.: The Ardmore/Savannah Highway drainage area has been cited as the number one priority for improvement in the West Ashley area. The Department of Public Service proposes to perform detailed engineering studies and designs leading to the construction of drainage improvements. Davis & Floyd Engineers, who performed the Master Drainage Plan, has submitted a proposal for undertaking detailed engineering analyses and designs. It is recommended that the first phase of this work be authorized at a total fee of $25,114. Once the first phase is complete and a specific route selected, the Public Service Department will recommend authorization of final design. The Committee on Ways and Means recommends that the Mayor be authorized to execute the engineering contract between the City of Charleston and Davis and Floyd for the above-described work.

6.) Resource Recovery Project Agreement Between the City of Charleston and the County of Charleston: The County of Charleston has been working on an agreement with the United States Navy to build a waste-to-energy project which will take care of the vast bulk of the refuse disposal needs of the county for years to come. Building such a plant, obviously, will require the issuance of bonds and some long term debt to finance the project. In order for the County to receive a good rating, they must have guarantees in advance that the municipalities and other haulers in the county will utilize this facility. It is clearly to the City of Charleston's advantage to work with the county in this endeavor, especially since the City does not want to get into the disposal business. The Committee on Ways and Means feels as though this particular method which the county has embarked upon will be of significant advantage to the City in the long run.

The Committee on Ways and Means submits herewith for City Council's consideration a copy of contract with the county to utilize this facility. The committee recommends that City Council approve the City's utilization of this facility and that it authorize the Mayor to execute the attached agreement on behalf of City Council.

7.) Rice Mill Building Master Lease: City Council will recall that at its September 9th meeting, this committee recommended for first reading a bill authorizing the Mayor to execute a Master Lease

between the City of Charleston and Rice Mill Associates, covering the Rice Mill Building which is located at the Municipal Marina. At that time, the committee informed City Council that some details would have to be worked out in the Master Lease by City Council's September 23rd meeting.

The Committee on Real Estate has reported that the Legal Department has negotiated further with the prospective lessee and as a consequence has drafted a revised lease. The Committee on Ways and Means submits herewith for City Council's consideration the revised draft of the proposed Master Lease, and it recommends that the bill authorizing the Mayor to execute this instrument be amended by deleting therefrom the Master Lease submitted with the bill for first reading and inserting in lieu thereof the Master Lease which is submitted herewith, and after that the bill be given second and third readings and be ratified this evening.

8.) Assignment of Lease Agreement Between the City of Charleston and H. G. Harders and Son, Inc.: Metal Trades, Inc. has a contract to purchase property owned by H. G. Harders & Son, Inc., having TMS# 466-04-00-001. H. G. Harders & Son, Inc. presently leases from the City of Charleston a strip of land measuring and containing on the northwest and southeast sides approximately sixty (60') feet, more or less, and on the northeast and southwest sides, approximately six hundred fifty (650') feet, more or less, bounding on the northwest of Clements Avenue; to the northeast on the right-of-way of the Seabord Coastline Railroad; on the southeast on Burtons Land; and, on the southwest on property of H. G. Harders & Son, Inc.

The City's lease with H. G. Harders & Son, Inc. expires July 31, 1987. The lessee has the option to renew this lease for an additional five-year period. The rent paid by the lessee to the City for this strip of land is $1,000 per year.

As part of the contract of sale, H. G. Harders has agreed to assign its right, title and interest under the Lease Agreement to Metal Trades, Inc. The Lease Agreement indicates that the lease is silent as to assignment, and, therefore, Metal Trades, Inc. has asked the City to consent to the assignment.

The Real Estate Committee has recommended that the City grant Metal Trades, Inc.'s request. The Committee on Ways and Means concurs with the recommendation and it so recommends to City Council. The Committee on Ways and Means recommends also that the Mayor be authorized to execute the assignment on behalf of City Council.

9.) Quit-Claim Deed on Behalf of the City of Charleston to Berlin Brothers, Inc. Conveying Property Located at 119 King Street (TMS# 457-12-02-0490): The Committee on Real Estate has recommended that the City quit-claim property known as 119 King Street to Berlin Brothers, Inc. This action on the City's part will clear the title to the subject property. For many years this property has appeared on the tax books as belonging to Berlin Brothers, Inc. Apparently many years ago the property was involved in a Sheriff's sale and efforts to determine when the property reverted to the owners of the property have been unsuccessful. Through the years Berlin Brothers, Inc. has continuously paid taxes on this property. The Committee on Ways and Means recommends that City Council approve the subject quitclaim deed and gave the bill authorizing the Mayor to sign it the required readings and ratify it as soon as feasible.

For the record, the Committee wishes to report that Councilmember Berlin, Chairman of the Real Estate Committee, absented himself from the Real Estate Committee meeting when this matter was discussed. He also has refrained from discussing or voting on this matter and intends to continue doing so.

W.L. STEPHENS, JR., Chairman

W. FOSTER GAILLARD

JEROME KINLOCH

DANIEL L. RICHARDSON

HILDA HUTCHINSON-JEFFERSON

ARTHUR W. CHRISTOPHER

ROBERT FORD

MARY R. ADER

JOHN D. THOMAS, M.D.

JOSEPH P. RILEY, JR., Mayor

The report was adopted on motion of Councilmember Stephens.

The following resolution was adopted on motion of Councilmember Stephens:

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, a contract which shall be substantially as follows:

ENGINEERING CONTRACT BETWEEN THE

* * * * *

CITY OF CHARLESTON

CHARLESTON, SOUTH CAROLINA AND DAVIS & FLOYD, INC. CHARLESTON, SOUTH CAROLINA

* * * * *

ENGINEERING SERVICES FOR ARDMORE/SAVANNAH HIGHWAY AREA STORMWATER DRAINAGE FACILITIES CHARLESTON, SOUTH CAROLINA SEPTEMBER 1986 JOB NO. 4829

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT is entered into on the date hereinafter specified by the City of Charleston, Charleston, South Carolina, hereinafter called THE OWNER, and Davis & Floyd, Inc., Charleston, South Carolina, hereinafter called THE ENGINEERS.

WITNESSETH: That in consideration of the mutual promises hereinafter contained, said parties agree as follows:

1. Employment of Engineers

THE OWNER hereby employs THE ENGINEERS, and THE ENGINEERS accept employment and agree to perform the professional and related services hereinafter set forth in Section 2 of this Contract.

2. Character and Extent of Services

THE ENGINEERS agree to perform professional and related services in connection with the preliminary engineering, design, and construction of stormwater drainage facilities in the Ardmore/Savannah Highway area. This project is generally described as gravity stormwater drainage sewers and stormwater drainage canals to serve the area in and around Ardmore Subdivision, Savannah Highway and Harrison Acres areas, including improvements to Voorhees Canal.

The services to be performed by THE ENGINEERS include the following described functions:

A. Basic Services

1. Preliminary Engineering

a. Define the design scope and criteria.

b. Review the design scope and criteria with THE OWNER.

c. Present and review scope and design criteria with the SCHD.

d. Analyze and determine project costs for alternative drainage improvements.

e. Prepare a report of alternatives and recommendations for THE OWNER's consideration.

f. Submit permit application to the Corps of Engineers.

g. Meet with agencies and provide additional information as necessary to obtain permits.

2. Survey and Design

a. Meet with and finalize scope with THE OWNER.

b. Perform field location surveys including preliminary location, bench levels, topography of line location and final location.

c. Design facilities based on runoff calculations.

d. Draft plans.

e. Check plans and make provisions.

f. Prepare take-off quantities for cost estimate and proposal.

g. Prepare specifications and contract documents.

h. Estimate construction costs.

i. Submit plans, specifications and contract documents to OWNER for approval and revise as directed by OWNER.

j. Prepare SCHD encroachment permits and coordinate with OWNER.

k. Coordinate project with CPW, SCE&G, Southern Bell and Storer Cable TV.

l. Print forty (40) sets of plans and specifications.

m. Schedule advertisement and distribute plans and specifications.

n. Handle plan request deposits, return of plans and deposits.

o. Show work to contractors and answer questions.

p. Receive, analyze bids, recommend award, and coordinate contract execution through preparation of Notice to Proceed.

B. Special Services (if requested by THE OWNER)

1. Easement surveys, preparation of easement plats and write legal descriptions.

2. Assist in acquisition of easements coordination with owner, appraisers, attorneys, negotiations, etc.

3. Land surveys, establishment of boundaries and monuments and related office computations and drawings.

4. Extra travel and subsistence for THE ENGINEER and staff beyond that normally required.

5. Assistance to THE OWNER as an expert witness in litigation arising from project development or construction, and in hearings before approving and regulatory agencies.

6. Assistance in negotiations if required.

7. Printing of plans and specifications over the forty (40) sets furnished.

3. Compensation

Subject to the terms and conditions hereinafter set forth, THE OWNER will pay THE ENGINEERS for the aforesaid services the following:

A. For Engineering Services as shown in Section 2, Part A, Item 1, Preliminary Engineering, a sum calculated as follows:

Labor-to be charged at the following rates:

	1986	1987
Engineer (Senior)	$69.00	$72.00
Engineer (Junior)	$54.00	$57.00
Draftsperson	$41.00	$43.00
3-Man Survey Crew	$73.00	$77.00
Clerical	$22.00	$23.00

Out-of Pocket Expenses including long distance telephone-telegraph, soils investigation, printing, travel, etc, will be charged at actual cost plus 5%.

The total fee shall not exceed $25,114.00 without written authorization from THE OWNER.

Payment for Section 2, Part A, Item 1, Preliminary Engineering, will be monthly upon presentation of invoice for actual services rendered.

B. For Engineering Services as shown in Section 2, Part A, Item 2, Survey and Design, a sum calculated as follows:

Labor-to be charged at the following rates:

	1986	1987
Engineer (Senior)	$69.00	$72.00
Engineer (Junior)	$54.00	$57.00
Draftsperson	$41.00	$43.00
3-Man Survey Crew	$73.00	$77.00
Clerical	$22.00	$23.00

Out-of Pocket Expenses including long distance telephone-telegraph, soils investigation, printing, travel, etc, will be charged at actual cost plus 5%.

The total fee shall not exceed a negotiated maximum to be determined based on the alternative established by the Preliminary Engineering Report.

Payment for Section 2, Part A, Item 2, Survey and Design, will be monthly upon presentation of invoice for actual services rendered.

C. For Engineering Services as shown in Section 2, Part B, Special Services, a sum calculated as follows:

Labor-to be charged at the following rates:

	1986	1987

Engineer (Senior)	$69.00	$72.00
Engineer (Junior)	$54.00	$57.00
Draftsperson	$41.00	$43.00
3-Man Survey Crew	$73.00	$77.00
Clerical	$22.00	$23.00

Out-of Pocket Expenses including long distance telephone-telegraph, soils investigation, printing, travel, etc, will be charged at actual cost plus 5%.

Payment for Special Services will be monthly upon presentation of an invoice for actual services rendered.

4. Engineer's Insurance

THE ENGINEERS shall carry at all times General Liability Insurance in amounts not less than $500,000 for bodily injury and property damage combined and $500,000 for personal injury. Automobile Liability shall not be less than $500,000 for bodily injury and property damage combined. Excess liability in umbrella form shall be carried for not less than $3,000,000 for bodily injury and property damage combined. Workmens Compensation shall be in an amount which is statutory. Professional Liability Insurance with limits of not less than three million dollars ($3,000,000) shall be carried. Certificates of such insurance shall be furnished to THE OWNER promptly if requested. Policies may be examined upon request.

5. The Owner's Responsibilities

A. THE OWNER shall provide information as THE OWNER's requirements for the project.

B. THE OWNER shall designate a representative authorized to act in THE OWNER's behalf in transactions with THE ENGINEERS.

C. THE OWNER agrees to cooperate with THE ENGINEERS in making prompt decisions, either approving or disapproving plans and specifications presented by THE ENGINEERS, so that no undue expenses shall be caused THE ENGINEERS because of the lack of such decisions.

6. Ownership of Documents

Original drawings and specifications, as instruments of service, are the property of THE ENGINEERS whether or not the work for which they are made is executed. Copies furnished THE OWNER shall be the property of THE OWNER.

7. Assignment Prohibited

Neither THE OWNER nor THE ENGINEERS shall assign or transfer all or any of their respective interest in or duties under this contract without the written consent of the other.

8. Litigation and Additional Work

Except in consideration of additional compensation to be mutually agreed upon, THE ENGINEERS shall not be obligated to prepare for, or appear in, litigation on behalf of THE OWNER unless the litigation arises out of negligence or claimed negligence of THE ENGINEERS, nor to perform any work not provided for in this contract.

9. Miscellaneous

This is the entire agreement between the parties hereto regarding the subject matter hereof. It shall not be modified or terminated except by a writing duly signed on behalf of the party against which such modification or termination is sought to be enforced. It shall enure to the benefit of the parties hereto and their respective successors and assigns. The Section headings herein are for convenience of reference only and shall not be deemed to alter or affect the meaning of any provision of this contract. This contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which collectively shall be only one instrument.

This Agreement shall terminate on January 1, 1988.

IN WITNESS WHEREOF, the City of Charleston, Charleston, South Carolina, and Davis & Floyd, Inc., Charleston, South Carolina, have hereunto set their hands and seals this_____, day of_____, 19_____, thereby binding themselves, their successors and assigns to a strict performance of the terms hereof.

CITY OF CHARLESTON

By:_____

Title: Mayor

Attest:_____

DAVIS & FLOYD, INC.

By:_____

Title: Vice-President

Attest:_____

The following resolution was adopted on motion of Councilmember Kinloch:

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:

WASTE SUPPLY AGREEMENT BETWEEN

CHARLESTON COUNTY, SOUTH CAROLINA AND THE CITY OF CHARLESTON

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WASTE SUPPLY AGREEMENT BETWEEN CHARLESTON COUNTY AND THE CITY OF CHARLESTON

This Agreement entered into this_____day of_____, 198_____, by and between Charleston County of, a political subdivision of the State of South Carolina (hereinafter "County") and the City of Charleston, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter "City").

WITNESSETH:

WHEREAS, the provision of adequate and reliable garbage and refuse hauling service is essential to the preservation of the health, safety and well-being of residents of the County and the City; and

WHEREAS, the existing landfill capacity in the County is inadequate to handle the increasing volume of solid waste and that traditional landfills are not designed to eliminate pollution and conserve natural resources; and

WHEREAS, the long-range preservation of the public's health, safety and well-being requires that solid waste management methods emphasize source reduction, recovery conversion and recycling; and

WHEREAS, the County now provides solid waste disposal service to County municipalities at County-operated landfill sites, and landfill capacity at those sites is rapidly diminishing; and

WHEREAS, the County intends to establish a conversion and resource recovery facility to accommodate the increasing volume of solid waste generated by municipalities in the County; and

WHEREAS, the County is therefore preparing to arrange for the financing, design, construction and operation of a conversion and resource recovery facility to be located in the County; and

WHEREAS, the County and City mutually understand that in order to induce a private sector firm to contract with the County to build, own and operate such a facility, to assist this private operator in financing the construction of the proposed facility and the purchase of necessary materials and equipment and to enable this private operator to obtain the requisite state permit, the County must enter into legally enforceable agreements which assures the new facility adequate acceptable waste for its steady and efficient operation;

NOW, THEREFORE, in consideration of the premises set forth above and of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

101. "Acceptable Waste" shall mean any Solid Waste, as defined herein, which is collected by the City, with the exception of: (a) Hazardous Waste, as defined herein; (b) waste whose acceptance might constitute a Hazard, as defined herein, or damage the Facility in any way; and (c) waste whose bulk or character would require that the County use special handling procedures to dispose of it.

102. "Deliver" shall be deemed to occur when the City's Acceptable Waste is deposited at the designated Point of Entry in the County's Facility or Alternate Disposal Site as defined herein.

103. "Facility" shall mean the County's proposed conversion and resource recovery plant. "Facility"

shall not include transfer or source separation facilities other than those operated on the premises of and as an integral part of that plant.

104. "Full Operation" shall mean that the Facility is providing solid waste disposal services in accordance with the agreed-upon Plan of Operation, as defined herein.

105. "Hazard" shall mean any condition, practice or procedure which is or may be dangerous, harmful or perilous to Facility employees, property, neighbors or to the general public.

106. "Hazardous Waste" shall mean a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characterists may either: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed. This definition shall be subject to modification in accordance with enactment of or amendments to applicable Federal, State or local law.

107. "Participating Cities" shall mean cities, towns and public service districts which have signed agreements with the County which are substantially equivalent to this Agreement.

108. "Plan of Operation" shall mean the rules or guidelines promulgated by the County to provide for regularly scheduled disposal of Acceptable Waste at the Facility.

109. "Point of Entry" shall mean the location on the Facility property designated by the Private Operator as the point at which the Private Operator will assume control of the City's waste. Only Acceptable Waste will be handled at the Point of Entry.

110. "Private Operator" shall mean a firm or joint venture of firms from the private sector, having experience in the design, construction and operation of resource conversion facilities, with which the County will enter into a contract or contracts for the design, construction and operation of the Facility.

111. "Recycling" shall mean the process of sorting, cleaning, treating and reconstituting waste or other discarded materials for the purpose of using the altered form.

112. "Solid Waste" shall mean garbage, trash, refuse, paper, rubbish, ashes, industrial or commercial wastes, combustible demolition and construction wastes. This definition excludes liquid wastes, human and animal wastes or remains, abandoned vehicles and parts thereof.

113. "Alternate Disposal Site" shall mean the County operated landfill presently located at Bees Ferry Road, or any other County operated landfill licensed by the State Department of Health and Environmental Control, and designated by the County as an Alternate Disposal Site.

ARTICLE II TERM OF AGREEMENT

201. Initial Term and Extension. The initial term of this Agreement shall commence on the date of its execution and shall terminate twenty (20) years from the first day of Full Operation. At the end of

the initial term, this Agreement shall be deemed extended for an additional five (5) years or, if longer, for the remaining useful life of the Facility, unless one party notifies the other in writing, not less than one hundred eighty (180) days prior to the expiration date of the initial term, that it intends to terminate the Agreement on such expiration date.

202. Termination. Except as expressly provided herein, neither the County nor the City shall have the right to terminate this Agreement for any reason whatsoever, including breach of or default in the obligations set forth in this Agreement.

a. If the County, by January 1, 1988, has not executed agreements with other cities, towns and public service districts within the County, substantially equivalent to this Agreement, which provide for the necessary annual delivery of Acceptable Waste to the Facility to operate the same, the City may terminate this Agreement without fault or obligation by mailing to the County, within two weeks of the event, a notice of its intent to terminate in twenty (20) days;

b. Should one of the events listed in subparagraphs (i) or (ii) take place, the County may terminate this Agreement without fault or obligation by mailing to the City, within two weeks of the event, a notice of its intent to terminate in twenty (20) days:

i. The County, by January 1, 1988, has not executed agreements with other cities, towns and public service districts within the County, substantially equivalent to this Agreement, which provide for the necessary annual delivery to the Facility of sufficient Acceptable Waste required to operate the Facility; or

ii. A Participating City terminates its agreement with the County pursuant to Section 202 (a) above, and the County finds that such termination render construction or operation of the Facility impracticable.

ARTICLE III RIGHTS AND OBLIGATIONS OF THE COUNTY

301. Substantially Equivalent Agreements and Notice. The County shall make a diligent effort to execute, by January, 1988, agreements with other cities which are essentially equivalent in form and content to this Agreement and which provide for the necessary annual delivery to the Facility of an aggregate amount of Acceptable Waste sufficient to operate the Facility in accordance with the County's Contract with the Private Operator. When the County has executed sufficient agreements to meet this obligation, the County shall so notify the City.

302. Construction of Facility and Notice. The County shall make a diligent effort, while fulfilling the obligation set forth in Section 301 above, to sign contracts with a Private Operator, arrange for financing and construction of the Facility and sign contracts with the United States Navy for the sale of energy generated by the project, with the objective of commencing Full Operation of the Facility by January 1, 1988.

303. Commitment to Dispose of Acceptable Waste. The County shall dispose of Acceptable Waste delivered to the designated point of Entry at the Facility. Should the Facility prove temporarily incapable of accepting some or all of the City's delivered Acceptable Waste, the County shall make available to the City alternative facilities for disposal. The expense of transporting such waste to an alternate disposal site shall be born by the City.

304. Removal of Unacceptable Waste. If the County determines that waste deposited in the Facility's receiving pits contains unacceptable items, the County shall have the right to remove, or require the City to remove, such items at the City's expense.

305. Notice of Start-Up and Operation. The County shall provide the City with ten (10) days advance written notice stating the date on which trial operation of the Facility has been scheduled and specifying the amount of acceptable waste which the City must deliver on that date. The County shall also give the City ten (10) days advance written notice stating the date on which full operation of the Facility will commence.

306. Plan of Operation. At least two (2) months before the Facility commences full operation and after consultation with Participating Cities, the County shall promulgate and disseminate a plan of operation for the Facility, which will cover hours of operation; scheduling and routing of deliveries; determination of waste acceptability; authorization and regulation of delivery vehicles; and other related matters.

307. Weigh Scales and Records. The County or Private Operator shall provide and maintain at the Facility certified truck weighing scales and/or other devices appropriate for determining the quantity, quality and other characteristics of Acceptable Waste prior to its delivery at the Point of Entry. The tonnage of Acceptable Waste delivery at the Facility shall be determined by deducting the unloaded weight of the vehicle from its total loaded weight. The County or Private Operator shall have the right to weigh such vehicle at any time.

The County or Private Operator shall provide to the driver of each waste delivery vehicle a receipt setting forth the loaded weight, unloaded weight, time of delivery, truck identification and total tonnage of Acceptable Waste determined to have been delivered to the Facility by such vehicle. The County or Private Operator shall keep appropriate records of such deliveries and shall make such records available for inspection by the City at all reasonable times.

308. Assignability. The County may assign or

pledge this Agreement in relation to the financing of the Facility. No other assignment of this Agreement shall be authorized or permitted by the County or the City without the prior written consent of the other. Following an assignment, the assignee may enforce the provisions of this Agreement, to the extent assigned, as though the assignee had been a party hereto, and no amendment or modification of this Agreement or waiver of any provision hereof shall be valid unless the assignee, in writing, joins in such amendment, modification or waiver. Notwithstanding any such assignment, the assignor shall remain liable under the terms of this Agreement.

309. Assistance with Permits and Approvals. The County shall make a diligent, good-faith effort to obtain whatever agreements, approvals, licenses, permits, legislation, authorization and the like may be necessary or appropriate in connection with the design, financing, construction and operation of the Facility or to carry out the purposes of this Agreement.

310. Alteration and/or Expansion of the Facility. If the County determines that the Facility must be altered or expanded to assure continued accommodation of Acceptable Waste delivered by Participating Cities, or to comply with applicable federal, state or local law, the County and Participating Cities shall, in good faith, work cooperatively to provide for such alteration or expansion of the Facility as may be required and shall enter into whatever additional agreements and undertakings may be necessary and appropriate to provide for disposal of the cities waste pending completion of such alteration or expansion.

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE CITY

401. Agreement to Deliver Waste. Beginning on the date on which the Facility commences full operation, and throughout the term of this Agreement, the City shall deliver to the Facility, or cause to be delivered, all Acceptable Waste generated within the City. The City shall take all legal action including the adoption of ordinances relating to waste collection within the City to insure that the City shall at all times have the sole power to regulate the collection and disposal of Solid Waste within the City to the end that the City shall be able to insure the delivery of its Acceptable Waste to the Facility.

402. Collection Costs. The City shall bear all costs associated with collection and transportation of Acceptable Waste prior to its delivery at the Facility's Point of Entry or Alternate Disposal Site.

403. Delivery to Enable Trial Operation of Facility. The City, upon receipt of ten (10) days advance written notice from the County stating the date on which trial operation of the Facility has been

scheduled and specifying the amount of Acceptable Waste that the City must deliver on that date, shall arrange for such delivery and shall notify the County of its intent to deliver the required amount.

404. Weigh Scales and Records. The City shall have the right to weigh at the facility, at any time, any vehicle used by the City or the City's authorized agents or franchisees to deliver waste to the Facility. The City and its authorized agents or franchisees shall have the right to audit the Facility's weight records, at reasonable times and upon prior written notice, provided such audits do not in any way interfere with the Facility's orderly operation. The City and its authorized agents or franchisees shall also have the right to test the accuracy of the certified truck weighing scales maintained at the Facility, at reasonable times and upon prior written notice, provided that such tests do not in any way interfere with the Facility's orderly operation.

405. Assignability. The City shall not assign its right, title and interest in and to this Agreement without the prior written consent of the County.

406. Assistance with Permits and Approvals. The City shall exercise a diligent, good-faith effort to obtain whatever agreements, approvals, licenses, permits, legislation, authorizations and the like may be necessary or appropriate to carry out the purposes of this Agreement.

407. Alteration in and/or Expansion of Facility. The City shall work cooperatively with the County to carry out any alteration or expansion deemed necessary or appropriate to comply with federal, state or local law or to assure continued accommodation of acceptable waste delivered by Participating Cities. The City shall, in good faith, enter into whatever additional agreements and undertakings may be necessary and appropriate to provide for disposal of its waste pending completion of such alteration or expansion.

ARTICLE V CONSTRUCTION OF AGREEMENT

501. Amendments. This Agreement constitutes the entire understanding between the County and the City with regard to the subject matter contained herein. No amendment to this Agreement shall become effective unless it is set forth in writing and duly authorized and executed by the County and by all Participating Cities. The definitions of Acceptable Waste, Hazard, Hazardous Waste and Solid Waste set forth in Article I of this Agreement shall be subject to reasonable modification by the County, on written notice to the City, in order to conform to the requirements of the Private Operator limitations imposed by the Facility's design or regulations imposed by Federal, State or local governing bodies or agencies.

502. State Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

503. Severability. If any provision, paragraph, sentence, clause or word of this Agreement shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement. This Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid or unenforceable provision, paragraph, sentence, clause or word had not been contained herein.

504. Waiver. Neither the County nor the City shall be deemed to have waived any term, condition or pledge of this Agreement unless such waiver is in writing and signed by the waiving party. A failure by the County or City to insist upon strict performance of any term, condition or pledge in this Agreement shall not be construed as a waiver or relinquishment of such term, condition or pledge, unless such waiver is in writing and signed by the waiving party. Any such written waiver shall be confined to the terms specifically contained therein.

505. Notices. Any notice which either party is required to send the other party under this Agreement shall be in writing and shall be sent by registered mail, return receipt requested to:

[the County]

_____

_____

_____ Attn:_____

[the City]

_____

_____

_____ Attn:_____

506. Execution in Counterpart. This Agreement may be executed in counterparts, either of which shall be regarded for all purposes as a duplicate original.

ARTICLE VI DEFAULT

601. Breach. The County, upon failure to perform or observe any of the obligations defined in Article III of this Agreement, and the City, upon failure to perform or observe any of the obligations defined in Article IV of this Agreement, shall be deemed in breach of the Agreement.

602. Default. A breaching party who fails to undertake a diligent, good-faith effort to correct such breach within thirty (30) days after the other party has mailed a written notice of such breach shall be deemed in default.

603. Effect of Default. Each party specifically recognizes that the other is entitled to bring suit for injunctive relief, mandamus or specific performance or to exercise other legal or equitable remedies to enforce the obligations and covenants of each party to this Agreement. For purposes of this section, all Participating Cities shall be deemed third-party beneficiaries of all such agreements.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective officers, each duly authorized, the day and year first above set forth. This Agreement is intended to take effect as a sealed instrument.

CHARLESTON COUNTY, SOUTH CAROLINA

By:_____

THE CITY OF CHARLESTON

By:_____

The following bill received first reading:

A BILL

AUTHORIZING THE MAYOR TO EXECUTE A QUIT-CLAIM DEED ON BEHALF OF THE CITY TO BERLIN BROTHERS, INC., CONVEYING THE PROPERTY LOCATED AT 119 KING STREET, TMS NO. 457-12-02-049.

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

Section 1. The Mayor is hereby authorized to execute a Quit-Claim Deed on behalf of the City to Berlin Brothers, Inc., conveying to the said Berlin Brothers, Inc., the property known as No. 119 King Street pursuant to the terms of the Quit-Claim Deed attached to this ordinance and made a part hereof.

Section 2. This ordinance shall become effective upon ratification.

_____ THE STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that The City Council of Charleston, South Carolina, in consideration of the premises and also in consideration of the sum of Five and 00/100 ($5.00) Dollars to it in hand paid at and before the sealing and delivery of these presents by Berlin Brothers, Inc., a South Carolina corporation (the Receipt of which is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said Berlin Brothers, Inc., its successors and assigns, the following described property, to wit:

ALL that certain lot of land, known in the present numbering of the streets of Charleston as No. 119 King Street, situate in the City of Charleston, Charleston County, State of South Carolina.

Said lot of land, being more particularly described according to a plat of survey prepared by Charles F. Dawley, Jr., R.L.S. on the 26th day of June, 1985, which plat, recorded in Plat Book BE, at Page 134, of the R.M.C. Office for Charleston County, is by reference incorporated herein as part of this description.

Being a portion of TMS 457-12-02-049

Grantees Address: 114 King Street, Charleston, SC 29401

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 Berlin Brothers, Inc., its successors and assigns, forever so that neither it the said The City Council of Charleston, South Carolina, nor its successors, nor any other person or persons, claiming under it or them shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

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, SOUTH CAROLINA

By_____(L.S.)

JOSEPH P. RiLEY, JR., MAYOR

Councilmember Berlin abstained on the votes relating to the quit-claim deed to 119 King Street.

Next on the agenda were thirty-one (31) bills up for second reading. City Council deferred action on twenty-one (21) bills after being informed that the required executed restrictive covenants had not been received.

On motion of Councilmember Richardson second reading was given to a bill to zone a 2.1 acre parcel of land on Orleans Road (TMS# 351-09-00-49) General Business (GB) classification. City Council was informed that the required executed restrictive covenants pertinent to this zoning matter had not been received. However, a closing on this property was scheduled for a date prior to City Council's next meeting and the owner asked that City Council give the bill second and third readings this evening and defer ratification until its next meeting. City Council also was informed that the Planning Department had no objections to this request being granted.

The following bill passed second reading on motion of Councilmember Jefferson and third reading on motion of Councilmember Kinloch:

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 2.1 ACRE PARCEL OF LAND (TMS# 351-09-00-49) LOCATED ON ORLEANS ROAD, ANNEXED INTO THE CITY OF CHARLESTON JULY 15, 1986 (1986-71) 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 2.1 acre parcel of land (TMS # 351-09-00-49) located on Orleans Road

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.

_____ Second reading was given to a bill to zone Conservation (C) a 29.9 acre tract (TMS# 313-00-00-242, formerly part of TMS# 313-00-00-51) located between Maybank Highway and Murraywood Road. City Council was informed that the required restrictive covenants in connection with this zoning matter had been received. The bill passed second reading on motion of Councilmember Jefferson and third reading on motion of Councilmember Richardson. On motion of Councilmember Ader the rules were suspended and the bill was immediately ratified as:

Ratification

Number 1986-106

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 29.9 ACRE TRACT OF LAND (TMS# 313-00-00-242) LOCATED BETWEEN MAYBANK HIGHWAY AND MURRAYWOOD ROAD, JOHNS ISLAND, ANNEXED INTO THE CITY OF CHARLESTON JUNE 9, 1983 (1983-28) AND REANNEXED MARCH 11, 1986 (1986-17) BE ZONED CONSERVATION (C) 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 29.9 acre tract (TMS# 313-00-00-242) located between Maybank Highway and Murraywood Road, Johns Island.

Section 2. That the said parcel of land described above shall be zoned Conservation (C) classification.

Section 3. This ordinance shall become effective upon ratification.

_____ Next, consideration was given to giving second reading to two (2) bills pertaining to Wetlands Regulations. The Mayor informed City Council that amendments to the bills were before City Council this evening for consideration.

Councilmember Jefferson moved that the two (2) bills, as amended, be given second reading. Councilmember Ader seconded the motion. The motion carried. The two (2) bills then passed second reading on motion of Councilmember Richardson, and third reading on motion of

Councilmember Thomas. On the further motion of Councilmember Berlin, the rules were suspended and the two (2) bills were immediately ratified as:

Ratification

Number 1986-107

AN ORDINANCE

TO AMEND ARTICLE 8 OF THE CITY OF CHARLESTON ZONING ORDINANCE (SUBDIVISIONS) SO AS TO PROVIDE FOR THE CERTIFIED DELINEATION OF CRITICAL AREAS AND FRESHWATER AND SALTWATER WETLANDS.

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

Section 1. Section 54-52 of Article 8 of the City of Charleston Zoning Ordinance is hereby amended by adding thereto a subsection (r) to read as follows:

"(r) No street shall be located within a critical area or freshwater or saltwater wetland unless the applicant shall supply to the City the written approval of the South Carolina Coastal Council or U.S. Army Corps of Engineers, or both, as appropriate."

Section 2. Section 54-57 of the City of Charleston Zoning Ordinance is hereby amended by adding thereto a subsection numbered (8) to subsection (d) thereof, which subsection numbered (8) shall read as follows:

"(8) The estimated boundaries of all critical areas and freshwater and saltwater wetlands based upon field tests of soil types, vegetation and hydrology or written verification from the South Carolina Coastal Council and/or the U.S. Army Corps of Engineers that either and/or each respective agency has no jurisdiction over any of the areas of the lands shown on the plat."

Section 3. Section 54-61 of Article 8 of the City of Charleston Zoning Ordinance is hereby amended by adding thereto a subsectioned numbered (10) and a subsection numbered (11) to subsection (d) thereof which shall read as follows:

"(10) The location of all critical areas and freshwater and saltwater wetlands stamped or verified for accuracy by the South Carolina Coastal Council or the U.S. Army Corps of Engineers, or both, as appropriate, or a statement on the plat by such agencies that no areas on the plat are subject to their respective jurisdictions. In lieu of such verifications being physically affixed on the plat, a letter from the applicable agency submitted with the plat shall suffice."

"(11) If street plans or drainage plans shown on the plat are located in critical areas or freshwater or saltwater wetlands, then the plat shall carry the stamped or verified approval of same by the South Carolina Coastal Council or the U.S. Army Corps of Engineers, or both, as appropriate. In lieu of such approvals being physically affixed to the plat, a letter from the applicable agency submitted with the plat shall suffice."

Section 4. This Ordinance shall become effective upon ratification.

_____ Ratification

Number 1986-108

AN ORDINANCE

TO AMEND ARTICLE 14 OF THE CITY OF CHARLESTON ZONING ORDINANCE (SITE PLANNING) IN VARIOUS PARTICULARS SO AS TO ESTABLISH STANDARDS AND REQUIREMENTS FOR THE IDENTIFICATION OF LANDS THAT MAY BE SUBJECT TO THE JURISDICTION OF THE SOUTH CAROLINA COASTAL COUNCIL OR THE UNITED STATES ARMY CORPS OF ENGINEERS, OR BOTH.

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

Section 1. Section 54-94 of Article 14 of the City of Charleston Zoning Ordinance is hereby amended by deleting said Section, and substituting in its place and stead the following:

"Section 54-94: Site Alteration Violation of the Ordinance

No site clearing, filling, grading, material deliveries or construction shall be initiated on any site to which this Article applies until final site plan approval as required by this Article is obtained.

Nothing herein shall be construed, however, to prohibit such site clearing or altering as may to prohibit such site purposes of conducting pre-development studies, such as geotechnical tests, soil borings, percolation tests, or tests related to the determination of a critical line or wetland or similar tests".

Section 2. Section 54-96 of the City of Charleston Zoning Ordinance is hereby amended by adding to the end of the first paragraph thereof the following sentence:

"Additionally, any development subject to the terms of this Article shall not proceed to final site plan review until such time as the applicant has secured from the South Carolina Coastal Council and the U.S. Army Corps of Engineers certification as to the location, if any, of critical areas and freshwater and saltwater wetlands, which location(s) shall be clearly delineated on the final site plan of the proposed development and attested to by either the South Carolina Coastal Council or the U.S. Army Corps of Engineers, or both, as appropriate".

Section 3. Section 54-97 of the City of Charleston Zoning Ordinance is hereby amended by deleting in its entirety subsection A(2)(d) thereof, and substituting in its place and stead a new subsection A(2)(d) to read as follows:

"d. contour lines and other natural features including, but not limited to, streams, ponds and freshwater and saltwater wetlands as identified by the applicant on the basis of field investigation of the site's soils, vegetation and hydrology."

Section 4. Table 1 of Section 54-97 of the City of Charleston Zoning Ordinance is hereby amended by adding thereto a requirement numbered "20", which requirement shall apply to major, intermediate and minor developments and which shall read as follows:

"20. Certified location of all critical areas and freshwater and saltwater wetlands".

Section 5. Table 2 of Section 54-97 of the City of Charleston Zoning Ordinance is hereby amended by deleting item number 8 thereof and substituting in its place and stead a new item 8 to read as follows:

"8. Stormwater Drainage:

All stormwater drainage control facilities shall be shown to comply with the City of Charleston's "Management System Criteria" as included in its "Flood Plain Management Plan" and additionally, should the stormwater drainage control facilities be located in any critical areas or freshwater or saltwater wetlands delineated and attested to on the site plan as being within the jurisdiction of the South Carolina Coastal Council or the U.S. Army Corps of Engineers, the design of such shall comply with the applicable agency's requirements and be attested as so complying by the applicable agency."

Section 6. Table 2 of Section 54-97 of the City of Charleston Zoning Ordinance is hereby amended by adding thereto an item numbered "20", which shall read as follows:

"20. Location of Critical Areas/Wetlands

The location of all critical areas and freshwater and saltwater wetlands subject to the jurisdiction of the South Carolina Coastal Council and/or the U.S. Army Corps of Engineers shall be delineated on the final site plan which shall be stamped or otherwise certified by the appropriate agency in attestation of the accuracy of the delineation, or the applicant shall submit vertification from the South Carolina Coastal Council and/or the U.S. Army Corps of Engineers, as appropriate, that such site contains no areas subject to its respective jurisdiction."

Section 7. This Ordinance shall become effective upon ratification.

_____ AUGUST 19, 1986

Next on the agenda was a proposed ordinance to amend Section 54-36 of the Zoning Ordinance as it pertains to density calculations.

Councilmember Gaillard stated he had some concerns about this proposed ordinance. His concerns centered around the fact that the Corps of Engineers' definition of "wetlands" was still evolving. Until the Corps of Engineers knows exactly what constitutes "wetlands", he did not think City Council should adopt this particular proposed ordinance. For that reason, he said he would vote against it. He urged City Council to take no action on it.

The Mayor asked Councilmember Gaillard if this was something City Council could just defer for a while or if this was a matter that was likely not to be resolved in the near future. Councilmember Gaillard did not think this is a matter that is going to be resolved in the next few months.

Councilmember Thomas asked Councilmember Gaillard to explain why he had not been disturbed by the passage of the two above ordinances pertaining to wetlands regulations. He felt there must be a subtle distinction which needed clarification.

Councilmember Gaillard explained that he understood the two ordinances that City Council ratified this evening were merely procedural ordinances. Under these ordinances, prior to a final subdivision plat receiving approval and being recorded, a developer, surveyor or engineer must get the Corps of Engineers to designate on the plat the "wetlands" as they interpret them. Also, the ordinances provide that the Corps of Engineers may give a letter, if it does not actually designate the wetlands on the plat.

He proceeded to say that his concern about the bill now under consideration by City Council was that the definition of wetlands is still evolving and different personnel in the Corps of Engineers interpret differently the definition as to what constitutes "wetlands".

Councilmember Thomas pointed out that according to one of the ordinances just passed by City Council, any plat that is submitted will have to have wetlands indicated on it. For that reason, he did not feel there would be a problem of whether or not the term "wetlands" is defined. The proposed ordinance under the consideration merely set forth how density should be calculated when wetlands are involved.

Councilmember Gaillard responded by saying that once the Corps designates wetlands on a plat, the developer will not be able to do anything within those wetlands without the Corps' approval. He did not object to the preservation of wetlands. However, he did not think wetlands should be backed out for purposes of calculating density. He pointed out that the City has always backed out marshland and said he did not disagree with marshland being discounted for density purposes. He, however, did not think the same should be done for wetlands. He explained that he was referring to freshwater wetlands, which would mean lakes, ponds, or a "mud puddle".

Councilmember Thomas said it seemed Councilmember Gaillard just did not believe wetlands should be included in density calculations. Councilmember Gaillard stated Councilmember Thomas had assessed his position correctly.

Councilmember Thomas stated he happened to think wetlands should be excluded when calculating density. He did not see a problem with the definition of what is and what is not wetlands. So, he thought it would be perfectly proper to go ahead and consider the proposed ordinance tonight.

Councilmember Richardson asked if any member of the Planning staff had met with a representative of the Corps of Engineers on this proposed ordinance. Ms. Yvonne Fortenberry, Director of the Planning Department, stated that approximately two months ago the Planning staff met with several members of the Corps of Engineers to discuss some of the changes in their regulations and potential changes in the City's. At that time they indicated they did not foresee any problems. She stated that the "wetlands regulations" issue is a new thing for everyone and the Planning staff is looking to see how it is going to evolve.

Councilmember Richardson explained that his reason for asking the above question was that from past experience, he felt it is difficult to get an opinion from the Corps. He suggested that City Council go ahead and ratify the proposed ordinance, and later if a question arises, City Council could withdraw it.

The Mayor said he believed this is a very important issue. He thought what City Council had done with the ordinances it ratified this evening was very important. He suggested as a compromise that the proposed ordinance to amend Section 54-36 as it pertains to density calculations be referred back to the City Planning and Zoning Commission with the request that the Planning Department study it further, meet with the Corps of Engineers, see what is happening on the front, and perhaps give City Council a report back. He stated it might be that the proposed ordinance is too broad.

Councilmember Gaillard agreed with the Mayor's suggestion. He moved that the proposed ordinance be referred to the City Planning and Zoning Commission. Councilmember Richardson seconded the motion.

Councilmember Ader asked if the two bills ratified this evening pertaining to wetlands should also have been referred back to the City Planning and Zoning Commission. The consensus was that only the bill pertaining to density should be referred back to the commission.

Councilmember Stephens pointed out that City Council already has said that the Corps is going to delineate these areas. He was of the opinion that "it just boils down to the question Are we going to include the wetlands in our density calculations or not?" He felt this was a decision for this City Council to make. He did not see that there is any gray area left since the two ordinances which were just ratified "shut out all of the gray area."

Using the example a tract of land consisting of five acres of highland and five acres of marshland on which a density of ten units per acre would be allowed. Councilmember Thomas asked if the owner of such a tract of land would be allowed to build one hundred units on the five acres of highland, unless City Council acted favorably on the pending ordinance. Assistant Corporation Counsel Cantwell replied in the affirmative. Councilmember Thomas felt that would subvert the intent of a density determination.

Ms. Fortenberry explained that basically the way density is handled now is that it is calculated over the entire area designated as highland on a tax map or a survey. So, if there are ten acres zoned for ten units per acre, an overall one hundred units would be allowed. If one-half of those acres were designated as wetlands, that would decrease the density in half. Still, argued Councilmember Thomas, the developers would be allowed to build as if they were building ten units per acre on five acres of wetlands. Ms. Fortenberry answered that the total build out, then would be dispaced onto the remaining highland. In fact, Councilmember Thomas pounted out, City Council would be misleading itself because the density would be twice what it was trying to accomplish.

Councilmember Berlin asked how the proposed bill would affect a developer who has ten acres of highland and decides to convert a few acres into wetlands.

Councilmember Thomas replied that that question was covered in the bills which City Council had just ratified, and it was not a problem. He stated that if there are no wetlands when a plat is submitted, the property is considered to have no wetlands.

Councilmember Stephens asked Ms. Fortenberry to confirm the facts that City Council excludes marshlands now when it calculates density, that City Council has never considered wetlands before, and that wetlands just recently became an issue. Ms. Fortenberry confirmed as correct the points made by Councilmember Stephens.

Councilmember Stephens asked if his understanding was correct that the intent of the bill to amend Section 54-36 as it pertains to density calculations is to treat wetlands the same as the City now treats marshlands. Ms. Fortenberry replied that basically that was correct.

Councilmember Gaillard disagreed with one of Councilmember Thomas' earlier statements. Councilmember Gaillard said he thought one of the things City Council needed to do was to encourage developers to create open spaces. He felt if City Council ratified the proposed ordinance, it would discourage a developer from doing so. Contrary to what Councilmember Thomas had said earlier, Councilmember Gaillard felt that even though an acreage plat might be submitted which showed a piece of property as having no lakes, if a developer were to dig lakes and create open spaces on the property, he would have to back that out for density purposes.

Councilmember Gaillard thought that was a deficiency with the ordinance and said he had discussed his concern with the staff. He explained that was another reason he thought the proposed ordinance needed further study.

Councilmember Thomas stated he did not see Councilmember Gaillard's concern as a problem but if City Council counted that as one, perhaps the staff could tighten the ordinance up somewhat. From what

City Council had previously passed, it did not seem to him that it should be.

City Council then voted on Councilmember Gaillard's motion that the proposed bill to amend Section 54-36 as it pertains to density calculations when wetlands are involved be referred back to the City Planning and Zoning Commission. The motion carried.

On motion of Councilmember Stephens, second reading was given next to a bill to zone 59.3 acres of highland located on Maybank Highway (Fenwick Acres) (TMS# 346-00-02) Conservation (C), General Office (GO), and Diverse Residential (DR-9) classifications. The bill passed second reading on motion of Councilmember Stephens, and third reading on motion of Councilmember Christopher. On the further motion of Councilmember Berlin the rules were suspended and the bill was immediately ratified as:

Ratification

Number 1986-109

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 59.3 ACRES OF HIGHLAND LOCATED ON MAYBANK HIGHWAY, JOHNS ISLAND (FENWICK ACRES) (TM# 346-00-00-02) INITIALLY ANNEXED INTO THE CITY OF CHARLESTON JUNE 9, 1983 (1983-28) AND REANNEXED DECEMBER 30, 1985 (1985-156) BE ZONED CONSERVATION (C), GENERAL OFFICE (GO) AND DIVERSE RESIDENTIAL (DR-9) 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:

59.3 acres of highland located on Maybank Highway, Johns Island (Fenwick Acres) (TM# 346-00-00-02)

Section 2. That the said parcel of land described above shall be zoned Conservation (C), General Office (GO) and Diverse Residential (DR-9) classifications.

Section 3. This ordinance shall become effective upon ratification.

_____ The next bill to be considered for second reading was in regard to the Rice Mill Building lease. The Mayor pointed out that in its report to City Council, the Committee on Ways and Means had recommended the proposed lease be amended. He noted that a copy of the amended lease was before City Council this evening for consideration. On motion of Councilmember Richardson, the bill, as amended, passed second reading. It passed third reading on motion of Councilmember Berlin. On the further motion of Councilmember Jefferson, the rules were suspended and the bill was immediately ratified as:

Ratification

Number 1986-110

AN ORDINANCE

TO AUTHORIZE THE MAYOR OF THE CITY OF CHARLESTON TO ENTER INTO A LEASE AGREEMENT ON BEHALF OF THE CITY OF CHARLESTON WITH RICE MILL ASSOCIATES, A PARTNERSHIP, FOR THE LEASE OF THE WEST POINT RICE MILL BUILDING, LOCKWOOD BOULEVARD, CITY MARINA, CHARLESTON, SOUTH CAROLINA.

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

Section One:

The Mayor of the City of Charleston is hereby authorized to enter into a lease agreement on behalf of the City of Charleston with Rice Mill Associates, a Partnership, for the lease of that property on the west side of Lockwood Boulevard known as the West Point Rice Mill Building, Lockwood Boulevard, City Marina, Charleston, South Carolina, under the terms and conditions set forth more particularly in the lease attached hereto, which is adopted and incorporated herein as a part of this Ordinance.

Section Two:

This Ordinance shall become effective upon ratification, and the signing of this lease by the parties and Molly S. Sigmon as guarantor.

_____ STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

LEASE

This agreement, made this_____day of_____, 1986, by and between the City of Charleston (sometimes hereinafter referred to as "City" or "Landlord" or "Lessor") and Rice Mill Associates, a South Carolina General Partnership, (hereinafter referred to as "Lessee").

For valuable consideration, and in consideration of the mutual covenants, warranties and promises contained herein, the City and the Lessee agree as follows:

1. PREMISES AND USE:

a. The City hereby leases to Lessee, and Lessee hereby leases from the City, upon the terms and conditions set out below, that certain building belonging to the City known as the West Point Rice Mill Building, Lockwood Boulevard, City Marina, Charleston, South Carolina on as "as-is" basis.

b. This Lease is subject to all valid leases previously entered into by the City of Charleston with any person, firm or corporation.

c. Lessee agrees to use the leased Premises, which are shown on the attached Exhibit "A" for the leasing of improved building space for general offices, retail and wholesale sales, as well as any other lawful use allowable under zoning regulations. In addition, the City will make available a small amount of adjacent property surrounding the north, east, and south sides of the building for mechanicals, landscaping and beautification. The City of Charleston shall, upon request of Lessee, provide a recordable survey of the premises, corresponding to that area outlined in Exhibit "A". (Exhibit "A" attached to original copy of lease.)

d. The City agrees to make available up to thirty-five (35) parking spaces in the Marina complex, which may be designated for use by Lessee from Monday-Friday during normal business hours. The City reserves the right to rearrange, relocate, or move these spaces for reason of construction activities, change of traffic patterns or flow, or other good reason. Lessee agrees to pay the then-current monthly parking rate for these spaces commencing on the first day of the first month after the tenth (10th) year of this Lease and on the first day of each month thereafter during the term of this Lease. If the City does not have at least one hundred and fifty (150) parking spaces available for use by those having business or reason to visit the City Marina Complex (and for this purpose Lessee's thirty-five (35) parking spaces shall be included), the City agrees to designate up to thirty-five (35) additional parking spaces for use by Lessee for Monday-Friday parking during normal business hours at comparable rates charged by the City for non-garage parking. Temporary construction or temporary relocation or other non-permanent parking space shortages that might cause the available parking spaces, as defined, to fall below one hundred and fifty (150) spaces, shall not trigger an increase in designated parking spaces for Lessee. The limitation of parking spaces granted to Lessee under this Lease shall not be a basis for denying Lessee's right to use the Premises for any use permitted under the City's zoning ordinances, provided that Lessee shall have to obtain all necessary permits or approvals from appropriate governmental bodies.

2. ALTERATIONS AND IMPROVEMENTS:

a. Within eighteen (18) months from the date of this Lease, or twelve (12) months from the final approval of the construction drawings, whichever is later, Lessee agrees to substantially complete the renovation of the leased Premises with good materials and in a workmanlike manner, in compliance with the renovation of a historic property under the United States Secretary of the interior's current guidelines for Qualified Historic Rehabilitation, and resulting in a structurally sound building.

b. It is further agreed that the scope of the work shall be to substantially renovate, and bring up to City Code Standards, the Rice Mill Building, in accordance with the requirements of applicable laws, and also in accord with the attached letters of May 16, 1986, from Lonnie L. Long, A.I.A., to Emerson B.

Read, and the letter of May 8, 1986 from Douglas M. Smits to George W. Aull, Jr., copies of which are attached hereto as Exhibits "B" and "C", except that with regard to the General Notes on Exhibit "C", page 2, the fifth floor of the Rice Mill Building may be used subject to Lessee furnishing engineering reports showing that such use would not impair the structural integrity of the Rice Mill Building.

c. All exterior alterations and improvements must be approved in writing in advance by the Design Review Committee of the Office of the Mayor of the City of Charleston and the Board of Architectural Review of the City of Charleston.

d. All improvements shall be acceptable to Charleston's City Building Inspector and will become the property of the City of Charleston, free and clear of all liens and encumbrances at the expiration of the Lease term, or at the expiration of the last renewal of the Lease term, without any obligation to make any payment to Lessee, provided, however, that Lessee may, without the City's consent, remove moveable fixtures, moveable partitions, furniture, equipment, and other personal property

not a part of the real estate from the property at the expiration of the Lease term or any renewal of the Lease term.

e. Lessee shall at all times keep the Premises free and clear of all mechanic's and materialmen's liens arising out of improvements made to the leased Premises.

f. Time is of the essence of each and every provision of this Lease and the parties do hereby expressly agree that the Lessee shall accomplish the following conditions precedent within the time periods given, or this Lease shall be null and void, and cancelled of record:

(1) This lease shall not be effective until such time as Molly S. Sigmon has personally guaranteed the performance of the Lease obligations imposed upon the Lessee;

(2) Within 120 days of the date of this Lease, the Lessee agrees to submit detailed construction drawings of all interior and exterior alterations and improvements to the City's Design Review Committee, together with detailed budgetary figures of the anticipated cost of all alteration and improvements. The Design Review Committee shall have thirty (30) days from the submittal to approve or make recommendations as to changes in the construction drawings. Both parties agree to work to have the drawings approved within one hundred eighty (180) days from the date of this Lease.

(3) Within sixty (60) days after approval of construction drawings by the City's Design Review Committee, Lessee agrees to submit evidence of a firm financial commitment by an institutional lender;

(4) Within eighteen (18) months of the date of this Lease or twelve (12) months from final approval of the construction drawings, whichever is later, Lessee agrees to substantially complete the Leasehold improvements as set out on the final construction drawings. It is understood that completion may be extended due to construction delays, material shortages, undue delays by the City Design Review Committee, delays caused by existing tenants, delays caused by problems in pigeon dropping removal, and such other causes which are not under the direct control of the Lessee. The City agrees to assist Lessee in resolving disputes with existing tenants arising out of Lessee's obligations to make repairs and improvements under the term of this Lease.

(5) If any one of the above condition precedents and time deadlines is not met, and unless waived by the Lessor, this Lease shall be null, void and cancelled of record subject, however, to any rights the holder of a leasehold mortgage may have under paragraph of this Lease.

3. TERM AND DELIVERY PREMISES:

a. The term of this Lease shall be thirty-five (35) years and shall commence forty-five (45) days after the City notifies Lessee that the building is free of tenants for the purpose of cleaning all pigeon droppings from the building. Within fifteen (15) days of written notice by the City to Lessee that the building has been vacated, Lessee shall have thirty (30) days to properly clean and remove all pigeon droppings. The costs and expenses of cleaning, removal, and testing shall be borne by Lessee, but these costs and expenses may be taken by Lessee as a credit against quarterly rent payable at a fifty (50%) percent rate of credit with a maximum rental credit available of Twenty-Five Thousand ($25,000.00).

b. Rental payments due under this Lease shall be forgiven for eighteen (18) months from the effective date of this Lease.

c. Lessee shall have two (2) additional ten (10) year options to renew this Lease after the expiration of the original thirty-five year term. To exercise either of the two options given herein, Lessee must give the City written notice of its intent to extend the Lease, no less than One Hundred Twenty (120) days from the expiration of the term (or any renewal terms), and no earlier than One Hundred Eighty (180) days from the expiration of the original term (or any renewal terms). Twenty four (24) months

prior to the completion of final occupancy period, Lessee shall have the right to negotiate for any extension, of the Lease.

4. RENT

a. Lessee will pay a minimum base annual rental of $25,000.00, payable quarterly in advance, provided that the City will waive the rent for the first eighteen (18) months after the effective date of this Lease while construction is underway and while the building is being rented; after the fifth year, Lessee will, in additional to the minimum base annual rental, also pay over as additional rent, three percent (3%) of annual gross rentals from one dollar up to $400,000.00 per year, plus six percent (6%) of annual gross rentals from $400,000-$600,000.00 plus ten (10%) percent of annual gross rentals over $600,000.00.

b. The minimum base annual rental shall be increased every five years based on the increase in the consumer price index for all urban consumers (CPUI) for the preceding five years, provided that the minimum base rental adjustment shall be limited to fifty (50%) percent of the minimum base annual rental for each five year period, unless the consumer price index increase exceeds sixty-two and one-half (62.5%) percent in any five year period, which shall cause the minimum base rental adjustment to be seventy-five (75%) percent of the percentage increase in the consumer price index for each five year period.

c. Gross rentals shall be defined as all income arising from the use of the leased premises, less real and personal property taxes paid by Lessee on the leased premises, and less insurance premiums to cover fire, liability and other hazards.

d. Any additional percentage rental income due in addition to the minimum base annual rental shall be paid annually, beginning within sixty (60) days of the end of Lessee's sixth (60th) year under the Lease, and within sixty (60) days of the end of each year thereafter. Lessee agrees to provide copies of State and Federal income tax returns to Lessor upon request.

5. UTILITIES:

The leased Premises shall be separately metered for electrical power, natural gas, if desired, and water. Lessee shall contract and pay directly for installation and for such services.

6. REPAIRS:

Lessee shall, at all times during the Lease and at its own cost, and expense, repair, replace and maintain in a good, safe and substantial condition, all of the building, and any improvements, additions, and alterations thereto, on the leases premises, and shall use all reasonable precaution to prevent waste, damage or injury to the leased premises, except for reasonable wear and tear.

7. TAXES AND OTHER ASSESSMENTS:

Lessee shall pay all real and personal property taxes and assessments levied on the leased Premises during the Lease term or any extentions thereof. Lessee shall have the right to contest, administratively or otherwise, any tax or property valuation assessed by any governmental body during the term of this Lease.

8. SUBORDINATION:

The parties agree that the fee simple interest of the City of Charleston shall not be subordinated to anyone.

9. NON-ASSIGNMENT OF LEASE WITHOUT LANDLORD'S CONSENT:

Except as to sub-leases made in the normal course of business, this lease may not be assigned, except as security under the provisions of paragraph 9 of this Lease, without the approval in writing of the City of Charleston, provided that consent to a proposed assignment shall not be

unreasonably withheld. No consent to an assignment shall diminish the Lessee's obligations and Lessee will continue to be liable for the faithful performance of all of the terms and conditions of this Lease.

10. ASSIGNMENT OF LEASE AS SECURITY:

a. Lessee shall have the right to use its leasehold interest under this Lease as security or collateral for a bona fide lender for a loan secured by the mortgaging of the leasehold interest without the consent of the Landlord, and any such lender shall have the right to foreclose upon and resell Lessee' rights hereunder upon a default in the loan documents, provided that such lender complies with all terms of this agreement and cures any defaults after being so notified.

b. In the event that Lessee shall mortgage its leasehold estate and the mortgagee or holders of the indebtedness secured by the leasehold mortgage shall notify Lessor, in the manner hereinafter provided for the giving of notice, then, in such event, Lessor hereby agrees for the benefit of such mortgagees or holders of indebtedness, from time to time:

(1) That Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee from time to time. Such notices shall be given in the manner and be subject to the provisions of Paragraph fourteen (14) of this Lease.

(2) Such mortgagee or holder or indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election, option or privilege conferred upon Lessee the terms of this Lease.

(3) That Lessor shall not terminate this Lease or Lessee's right of possession for any default of Lessee if within a period of sixty (60) days after the expiration of the period of time within which Lessee might cure said default under the provisions of Paragraph ten (10) of this Lease, such mortgagee or holder of indebtedness proceeds to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch as in said Paragraph ten (10) provided.

(4) That, except for the rights to terminate contained in Paragraphs two (2) and ten (10) of this Lease, no right, privilege or option to cancel or terminate this Lease available to Lessee shall be deemed to have been exercised effectively unless joined in by any such mortgages or holder of the indebtedness.

(5) No liability for the payment of rental or the performance of any of Lessee's covenants and agreements hereunder shall attach to or be imposed upon any mortgagee, trustee under any trust deed or holder of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, all such liability being hereby expressly waived by Lessor.

c. The City of Charleston also agrees to execute an agreement to give notice to any lender of a default by Lessee hereunder, with its right to cure all defaults.

11. DEFAULT:

If Lessee should fail to make any payment of rent, additional percentage rent or any other payment required by this Lease, and if such default shall continue for a period of thirty (30) days after written notice to Lessee, or if the leased Premises should be abandoned or vacated for period of ninety (90) days, or if Lessee fails to pay any taxes or assessments within ninety (90) days of the last due date without penalties, or if Lessee fails to pay any mortgage payment resulting in the filing of foreclosure documents, or if Lessee shall become bankrupt or fail to remove a lien within ninety (90) days of filing, or if Lessee fails to perform any other required obligation of this agreement, then the City of Charleston, may, at its option, terminate this Lease, subject to any agreement in favor of a mortgage lender to give the mortgage lender notice of any such default.

12. PERSONAL GUARANTIES:

All general partners of Rice Mill Associates, and Molly S. Sigmon, agree to personally gurantee the performance and payment of all obligations under this Lease.

13. INDEMNIFICATION TO CITY AND INSURANCE REQUIREMENTS:

a. Lessee agrees to indemnify and hold the City of Charleston harmless from any and all claims of any kind or nature arising from Lessee's use of the leased Premises.

b. Lessee shall at all times during the term of this Lease, and any extensions, keep in effect public liability insurance in the names of and for the benefit of the City and Lessee, and Lessee shall annually provide satisfactory evidence of such insurance to the City, and any such insurance shall be in the minimum amount of at least One Million ($1,000,000.00) Dollars for any one accident involving injury or damages.

c. Lessee further agrees to keep in effect fire and extended coverage insurance covering damage or destruction by fire or other casualties, listing the Lessor and Lessee and its mortgagee as insureds and co-payees of any payments called for under said insurance, it being the intent of the parties that such funds be used to restore the leased premises to its condition prior to any such loss. Lessee agrees to obtain fire and extended coverage insurance in an amount sufficient to restore the leased premises to its condition prior to any such loss, except as hereinafter provided in Paragraph 13.

14. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:

a. If the damages or destruction should be so extensive by fire or other casualty as to require substantial rebuilding of the leased Premises (if it be a fifty (50) percent or greater destruction, then it shall be defined as substantial), Lessee may terminate this Lease by written notice to the City of Charleston, given within sixty (60) days after the occurrence of any such damage or destruction. If Lessee elects to terminate, the insurance proceeds shall be used first to satisfy the mortgage, second to remove all debris from the premises and, third, the balance shall be paid to Lessor. If the Lessee does not elect to terminate, then Lessee shall cause the same to be repaired or rebuild to its condition prior to the loss within eighteen (18) months from such loss. Prior to commencing reconstruction, Lessee must furnish evidence to the City that it has a firm contract and adequate funds to rebuild the property, together with consent from its mortgagee that the insurance proceeds will be used for rebuilding.

b. If the damages or destruction be less than fifty (50%) percent, then Lessee shall cause the Premises to be repaired and rebuilt to its condition prior to the loss and diligently pursue the repair and rebuilding of the premises.

c. Lessee's obligation to pay rent shall abate during any period of restoration or repairs due to fire or other casualty in proportion to the amount of loss income by Lessee as compared to corresponding periods in the preceding year.

15. ENFORCEMENT:

If any action or law or in equity shall be brought to recover any rent under this Lease on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of this Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, a reasonable attorney's fee, the amount of which shall be fixed by the Court and shall be made a part of any judgment rendered.

16. QUIET ENJOYMENT:

City agrees that Lessee, keeping and performing the covenants of this Lease, shall at all times during the term of this Lease, peacefully possess and enjoy the demised Premises.

17. NOTICES:

Any notice, demand or communication may be given, served or delivered by mailing by register mail, with postage prepaid as follows:

If to Lessee:

Raphael Jones

St, Johns Securities

701 East Bay Street

Charleston, SC 29403

AND

Michael R. Bennett

Bennett-Hofford

Construction Co.

343 East Bay Street

Charleston, SC 29401

If to City:

Director of Administrative Services

City of Charleston

Post Office Box 304

Charleston, SC 29402

18. RIGHTS OF SUCCESSORS AND ASSIGNS:

The covenants and agreements contained in this Lease shall apply to insure to the benefit of and be binding upon the parties, and their successors in interest.

19. WAIVER:

The failure of either party to require strict compliance with the provisions of this Lease shall not constitute a waiver of or otherwise prevent either party from subsequently requiring strict compliance.

20. WHOLE AGREEMENT:

This Lease constitutes the whole agreement between the parties and may not be amended unless by a writing signed by both parties.

21. CONSTRUCTION:

When appropriate, words of any gender shall mean the other gender, and the singular shall mean and include the plural, and vice versa.

22. COUNTERPARTS:

The Lease is executed in duplicate counterparts, each of which shall be deemed to be an original, and both of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first hereinabove written.

CITY OF CHARLESTON (SEAL)

(LESSOR)

Joseph P. Riley, Jr., Mayor

_____ ATTEST: Mary R. Wrixon

Clerk of Council

RICE MILL ASSOCIATES, A SOUTH CAROLINA GENERAL PARTNERSHIP

(LESSEE)

_____(SEAL)

BY: Raphael Jones, Individually and as a General Partner

_____(SEAL)

BY: Harold A. Sigmon, Individually and as a General Partner

_____(SEAL)

BY: Michael R. Bennett, individually and as a General Partner

_____(SEAL)

BY: John H. Hofford, Individually and as a General Partner

FOR VALUABLE CONSIDERATION, IDO PERSONALLY GUARANTEE THE PERFORMANCE AND PAYMENT OF ALL OBLIGATIONS UNDER THIS LEASE.

_____(SEAL)

Molly S. Sigmon

EXHIBIT "B"

May 16, 1986

Mr. Emerson B. Read

Read & Read Realtors

37 Broad Street

Charleston, South Carolina 29401

Re: Old Rice Mill Renovation 17 Lockwood Drive

Dear Emerson:

Listed below are the items of work we intend to accomplish which affect the building's integrity and life safety conditions for its occupants. This is not intended to be a complete list of work to be accomplished.

Old Rice Mill Renovation

1. Restore roof's water integrity.

2. Re-build fascia and soffit matching existing configuration.

3. Delete built-in roof gutter and provide external and downspout.

4. Restore exterior wall's water integrity via repointing masonry and/or sealing wall with clear sealer.

5. Restore exterior stucco pilasters and cornices.

6. Provide two two hour fire stair enclosures discharging to the exterior, complying with current code egress requirements.

7. Remove exterior fire escapes.

8. Revise elevator access to west side at all floors.

9. Install new sprinkler system throughout building.

10. Provide one hour fire rated corridor walls and ceilings at each floor. (Note: May not be required where tenant assumes total area of one floor i.e., Chamber of Commerce.)

11. Provide new centralized toilets at each floor with paraplegic facilities.

12. Provide new electrical system abandoning and removing existing system.

13. Provide new heating, ventilating, and air conditioning system abandoning and removing existing system.

Sincerely,

Lonnie L. Long, AIA

Director

EXHIBIT "C"

TO: George H. Aull, Jr., Director

FROM: Douglas M. Smits, Chief Building Official

RE: Rice Mill Building

DATE: May 8, 1986

I personally completed a walk-through inspection of the Rice Mill Building and have noted the following items which should be either corrected or addressed:

1. Weather tightness of the structure this would include

a) Roof repair

b) Soffitt repair.

c) Roof drain/down spouts.

d) Windows/doors replaced and/or repaired.

2. Plumbing

a) Rework as required with recommendation of separate services to each tenant space or floor level.

3. Electrical

a) Entire structure should be rewired for each tenant area or at a minimum for each floor level.

b) Emergency lights have to be installed in all common areas of the building and lit exit signs provided.

4. Mechanical

a) HVAC units should be separate to supply individual tenant space or at a minimum of each floor level.

5. Exiting

a) All exit corridors must provide one hour protection.

b) All stairwells must provide two hour fire protection.

c) The existing fire escapes which appear to be in good condition need to be made functional via proper access and corridor locations. (Alternative, if 2 two hour rated stairwells are installed within the building the exterior fire escapes could be removed.)

The above items properly addressed would make the building comply with the minimum standards of the Standard Building Code. The scope of these items may appear to be very general, but one must consider this is an existing building and certain decisions can only be made when renovation is actually underway.

GENERAL NOTES:

1. I recommend that the 5th floor be immediately secured from public access, and that what ever repairs are necessary to eliminate the pigeons from occupying this space, should proceed as soon as possible.

2. I do not recommend that the 5th floor be used for expanded tenant space, but rather it be used as the area for mechanical units and the locations of electrical distribution panels. (Any expansion would require the reworking of existing trusses, which I think is unjustified.)

3. There should be no dredging allowed whatsoever in the area immediately adjacent to the bulkhead in front of the Rice Mill Building.

_____ Consideration was then given to a bill to annex 2.07 acres, more or less, known as Nos. 14 Avondale Avenue, 40, 45 and 714 Riverdale Drive (Lutheran Church of the Redeemer) (TMS# 418-14-0-44, 46, 55 and 58). On motion of Councilmember Jefferson, the bill received second reading. It passed second reading on motion of Councilmember Christopher and third reading on motion of Councilmember Ford. On the further motion of Councilmember Stephens, the rules were suspended and the bill was immediately ratified as:

Ratification

Number 1986-111

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF 2.07 ACRES, MORE OR LESS, KNOWN AS NOS. 14 AVONDALE AVENUE, 40, 45, AND 714 RIVERDALE

DRIVE (LUTHERAN CHURCH OF THE REDEEMER) (TMS# 418-14-0-44, 46, 55 AND 58) LOCATED IN ST. ANDREWS PARISH IN CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 8.

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 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 8 of the City of Charleston, to wit:

SAID property to be annexed 2.07 acres, more or less, known as 14 Avondale Avenue, 40, 45, and 714 Riverdale Drive (Lutheran Church of the Redeemer) is located in St. Andrews Parish in Charleston County and is identified by the County Assessor's Office as TMS# 418-14-0-44, 46, 55 and 58 (see attached map) and all adjacent public rights-of-way.

Section 3.

This Ordinance shall become effective upon ratification.

_____ Councilmembers Ader and Thomas voted "Nay" on the issue of annexing the subject properties in Avondale.

On motion of Councilmember Jefferson, second reading was given to a bill to amend portions of Article V (Numbering of Buildings) of the City Code. In response to a question asked by Councilmember Ader, Ms. Cantwell briefly reviewed the effects of this proposed ordinance. Councilmember Ader asked if it had been determined how the City could make persons affix street numbers to their buildings. Councilmember Thomas recalled that Corporation Counsel Regan had been asked to review the proposed ordinance and have an answer to Councilmember Ader's question.

Ms. Cantwell explained that this proposed ordinance, like other ordinances passed by City Council, is enforceable through the City's Municipal Court. She stated that her office tries everything short of having someone arrested for violating this type of ordinance. Normally, she said, the Legal Department gets good response.

Councilmember Thomas asked if it were possible to issue a citation and for the offender to be taken to Municipal Court. Ms. Cantwell replied in the negative and added that under the proposed ordinance the only way a person could be taken to court would be to arrest him or her.

Councilmember Ader felt when one comes down to it, there is no way the City can make someone take care of himself by putting a number on a building. She asked if the City could fine a person who does not affix a number to his or her building. Ms. Cantwell replied that the person could be fined by the court.

Councilmember Richardson asked whether the proposed bill pertained to new construction. Ms. Cantwell replied that it pertained to all structures in the City. Councilmember Richardson explained his reason for asking the question was that he thought perhaps enforcement of the ordinance should be a responsibility of the Building Inspections Division since that office gets involved with new construction.

Ms. Cantwell stated it had been recommended to City Council that no further building permit be issued to any premises until the number has been assigned and posted. She said the Public Service Department is extremely organized and she felt sure the Building Inspections Division would have a copy of the ordinance the following morning.

Councilmember Stephens believed this was a good ordinance and he urged City Council to ratify it.

On motion of Councilmember Stephens, City Council voted in favor of giving second reading to the bill pertaining to numbering of buildings. The bill passed second reading on motion of Councilmember Ader. On the further motion of Councilmember Richardson, the rules were suspended and the bill was immediately ratified as:

Ratification

Number 1986-112

AN ORDINANCE

TO AMEND PORTIONS OF ARTICLE V (NUMBERING OF BUILDINGS) OF THE CODE OF THE CITY OF CHARLESTON.

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

Section 1. Section 28-76 of the Code of the City of Charleston is hereby amended by deleting said Section in its entirety and by substituting in its place and stead a new Section 28-76 to read as follows:

"Section 28-76. Numbers Required.

All buildings erected or to be erected on the streets, alleys, lanes and courts in the city whether public or private, shall be numbered by the Engineering Division, in compliance with the requirements of this article".

Section 2. Section 28-77 of the Code of the City of Charleston is hereby amended by deleting said Section in its entirety and by substituting in its place and stead a new Section 28-77 to read as follows:

"Section 28-77. Assignment of Numbers.

On all streets, numbers shall be assigned to each lot or parcel by the Engineering Division, and such numbers shall be assigned whether the lot or parcel fronting on such streets, alleys, lanes or courts is built upon or not. The odd numbers shall be placed upon the buildings erected on the west and south sides, and the even numbers shall be placed upon the buildings erected on the north and east sides of such streets, alleys, lanes and courts, whenever possible, and with one (1) number being assigned for each forty (40') feet of property frontage along the street".

Section 3. Section 28-78 of the Code of the City of Charleston is hereby amended by deleting said Section in its entirety and by substituting in its place and stead a new Section 28-78 to read as follows:

"Section 28-78. Owner to Identify Building by Correct Number.

The owner of each building shall obtain from the Engineering Division the number assigned to his premises as required in this chapter and shall place thereon or attach thereto, in a conspicuous location, numerals not less than three (3") inches in height on buildings utilized for residential purposes and not less than four (4") inches in height on buildings utilized for other purposes, setting forth the identifying street number. Numbers placed on or attached to buildings shall be in a color contrasting to the building, and only one number shall be assigned to a building."

Section 4. Section 28-79 of the Code of the City of Charleston is hereby amended by deleting said Section in its entirety and a new Section 28-79 shall be substituted in its place and stead, which Section 28-79 shall read as follows:

"Section 28-79. Building set back from street.

Should a building be set back more than fifth (50') feet from the right-of-way, the number assigned to such building or the premises upon which the same is situate shall be displayed on an approved sign, a post, fence, mailbox, or the like at the property line so as to be easily discernible from the street."

Section 5. Section 28-80 of the Code of the City of Charleston is hereby amended by deleting said Section in its entirety and by substituting in its place and stead the follows:

"Section 28-80. Correction of Irregularities in Numbering System.

It shall be the further duly of the Engineering Division when an error or irregularity exists in the numbering system, or when they are without numbers

in any streets, alleys, lanes or courts in the city, to have the same corrected or numbered without unnecessary delay, as soon as the facts are brought to its notice."

Section 6. Section 28-81 of the Code of the City of Charleston is hereby amended by deleting said Section in its entirety and by substituting in its place and stead a new Section 28-81 to read as follows:

"Section 28-81.Assignment of Number prior to issuance of Building Permit.

No Building Permit for construction or renovation shall be issued until such time as an official street number has been assigned to the proposed or existing structure."

Section 7. This Ordinance shall become effective upon ratification.

_____ Lastly, City Council considered for second reading a bill to amend Sections 19-36 and 19-38 of the City Code and to add to Section 1940 a new subsection (9) concerning regulations of vehicular access to city streets. The Mayor pointed out that the Legal Department had drafted an amendment to this bill since the meeting when it received first reading.

On motion of Councilmember Ader, the bill, as amended, received second reading. The bill passed second reading on motion of Councilmember Stephens. It passed third reading on motion of Councilmember Jefferson. On the further motion of Councilmember Christopher, the rules were suspended and the bill was immediately ratified as:

Ratification

Number 1986-113

AN ORDINANCE

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, after the Director has taken into consideration factors concerning the width of the street where the access is to be regulated, the existence of sidewalks thereon, the distance of such access from intersections and the probable number of vehicles utilizing the access and such intersections, the character of the neighborhood(s) served by the street where the access is located and such other factors as are reasonable and pertinent in effecting the intent of this provision.

Section 4. This Ordinance shall become effective upon ratification.

_____ No objection was expressed to adding to the agenda a matter which involved safety improvements on S.C. Highway 7. The following memorandum was received:

MEMORANDUM

TO: Mayor Joseph P. Riley, Jr.

FROM: Howard R. Chapman, P.E., Director, Department of Traffic & Transportation

SUBJECT: Safety Improvements S.C. 7

DATE: 9/22/86

We have this date received a set of plans from the Department of Highways and Public Transportation to provide safety improvements along S.C. 7 between Orange Grove Road and the North Bridge. These Improvements are part of the Transportation System Management, or TSM Program of CHARS. They include a raised median for restricting crossing traffic except at intersections, the creation of turn lanes, and closure of several access points along S.C.7.

Several years ago City Council issued a Resolution to the Department of Highways and Public Transportation requesting improvements to S.C.7, and in particular for improvements to stop head-on collisions which had killed two individuals. This project is a response to that Resolution and the critical needs in this area.

It is recommended that City Council approve the plans in an effort to allow the letting of the project by the Department of Highways and Public Transportation next month. Plans will be available in the

Clerk's Office for inspection, and I will be happy to answer any questions that you may have regarding the project.

_____ The following resolution was adopted on motion of Councilmember Ader:

MUNICIPAL-STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

FILE NO.10

F.A. PROJECT NO.

ROUTE NO.7

RESOLUTION

WHEREAS, In accordance with Chapter 5, Title 57, Code of Laws of South Carolina, 1976, and amendments thereto, the South Carolina Department of Highways and Public Transportation in cooperation with the Municipality of Charleston, proposes to construct, reconstruct, alter, or improve a certain street, or streets, on duly constituted routes in the State Highways System, within the corporate limits of said Municipality, according to plans prepared by the South Carolina Department of Highways and Public Transportation, identified as follows:

Project No. Route or Road No.

Route 7: Along Rlttenberg Blvd. From road S-726 northeasterly for 0.978 of a mile to survey station 251+15.0

NOW, THEREFORE, Be it resolved that the Municipality of Charleston does hereby consent to the construction or improvements of the aforesaid Municipal street, or streets, in accordance with the aforesaid plans, thereby evidencing compliance by the South Carolina Department of Highways and Public Transportation with the provisions of Section 57-5-820. Code of Laws of South Carolina, 1976; and further the Municipality, having reviewed the plans for said construction, does hereby approve said plans, as heretofore identified, as provided for in Section 57-5-830, of the 1976 Code, it being understood that the South Carolina Department of Highways and Public Transportation shall not be liable for damages to property or injuries to persons, as otherwise provided for in Section 57-5-1810, of the 1976 Code, as a consequence of the placing, maintenance, or removal of any utilities by the Municipality, or by others pursuant to permission of the Municipality.

BE IT FURTHER RESOLVED, That the Municipality will legally protect the right of way as shown by the plans prepared by the South Carolina Department of Highways and Public Transportation and as established for this street, or streets, from future encroachment along any or all parts of the improvement covered by this agreement ,and that all water, sewer and gas pies, manholes, or fire hydrants and all power, light, telegraph, or telephone poles will be moved, relocated or rearranged, or caused to be moved, relocated or rearranged by the Municipality, in accordance with plans prepared by the South Carolina Department of Highways and Public Transportation and/or by respective utility companies showing their present and proposed location, and made apart hereof, with provision that pole lines and hydrants be located back to the sidewalk, and all necessary rights of way for drainage ditches or pipes will be secured to conform to the plans for the proposed improvement and that all of the above will be done without any expense or cost to the South Carolina Department of Highways and Public Transportation except for those items which are shown on the construction plans for this project to be adjusted as items in the construction contract or contracts to be awarded by the South Carolina Department of Highways and Public Transportation.

BE IT FURTHER RESOLVED, That the Municipality will furnish the South Carolina Department of Highways and Public Transportation with evidence satisfactory to the Department that the utilities are operating within the Municipality by franchise or other written permission with the provision that all necessary relocations for such utilities to accommodate street improvements will be made at no cost to the South Carolina Department of Highways and Public Transportation; that the presence of the utilities over, along or under the street will in no way interfere with construction, maintenance, and safe operations of the street; and that no additional utility installations within the limits of the street improvement from the date of the execution of this agreement will be permitted without approval of the South Carolina Department of Highways and Public Transportation, and that the relocation activities will be coordinated so as to minimize interference with contractor operations.

BE IT FURTHER RESOLVED, That the Municipality hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Highways and Public Transportation as required in Section 56-5-930 of the 1976 Code, nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, This Resolution is hereby adopted and made a part of the Municipal records this_____day of _____, 19_____ and the original of this Resolution will be filed with the South Carolina Department of Highway and Public Transportation at Columbia.

_____ Councilmember Ader commended Howard R. Chapman, Director of the Traffic and Transportation Department, for his hard work in getting these much needed safety improvements.

The following memorandum was received:

MEMORANDUM

TO:Members of City Council

FROM: Joseph P. Riley, Jr., Mayor, City of Charleston

SUBJ: City Market Advisory Commission Appointment

DATE:September 19, 1986

With regret, Mr. Roy Owen has resigned his position on the City Market Advisory Commission, due to schedule conflicts with his private business. Mr. Owen has been a most valuble member of the commission, and we very much regret his need to resign. We sincerely hope that he will be able to lend his talents to the City again in the future.

I have selected Ms. Kris Holmes as a replacement for Mr. Owen. She is an active and a most capable merchant in the market area, and is anxious to be of assistance to the efforts to the commission. Council is asked to consider and confirm this appointment.

_____ On motion of Councilmember Christopher, seconded by Councilmember Berlin, City Council voted in favor of confirming the Mayor's appointment of Ms. Kris Holmes to the City Market Advisory Commission.

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

MARY R. WRIXON

Clerk of Council